

OPERATING AGREEMENT
FOR
GROUND HANDLERS

TAMPA INTERNATIONAL AIRPORT
Tampa, Florida

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

QUANTEM AVIATION SERVICES, LLC

BOARD DATE: _____

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
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HILLSBOROUGH COUNTY AVIATION AUTHORITY
OPERATING AGREEMENT FOR GROUND HANDLERS
TAMPA INTERNATIONAL AIRPORT

THIS OPERATING AGREEMENT FOR GROUND HANDLERS (Agreement) is made and entered into this ___ day of _____, 202_, by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district, under the laws of the State of Florida (Authority) and QUANTEM AVIATION SERVICES, LLC, a limited liability company organized and existing under the laws of the State of Delaware and authorized to conduct business in the State of Florida (Company) (hereinafter individually and collectively referred to as Party or Parties). Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Article 2 hereof.

WITNESSETH:

WHEREAS, the Authority has the ownership, custody, control and management of Tampa International Airport and its facilities located in Hillsborough County, State of Florida; and

WHEREAS, Authority has the right to provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Company is engaged in the business of providing ground handling services for air transportation companies; and

WHEREAS, Company desires to obtain certain rights, services and privileges as a ground handler in connection with the use of the Airport and the Authority is willing to grant the same to Company upon the terms and conditions hereinafter stated; and

WHEREAS, Companies performing ground handling activities at the Airport are, at a minimum, required to execute an operating agreement for the use of the Airport prior to commencing service at the Airport; and

WHEREAS, the Authority and Company agree to enter into this Agreement specifying the rights and obligations of the Parties with respect to the use of the Airport by Company.

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

ARTICLE 1

RECITALS

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

ARTICLE 2
DEFINITIONS

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

- 2.01 AOA shall mean the Aircraft Operations Area.
- 2.02 Act shall mean Chapter 2012-234, Laws of Florida, as amended, supplemented, and/or recodified from time to time.
- 2.03 Acting Manager shall mean a qualified subordinate to be in charge and to act on behalf of the Station Manager.
- 2.04 Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.
- 2.05 Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.
- 2.06 Airport shall mean Tampa International Airport, owned and operated by the Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.
- 2.07 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.
- 2.08 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation environmental laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to an Air Carrier, Company, or the Airport (including Authority Rules and Regulations adopted by the Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.
- 2.09 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan and Airport Emergency Plan and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.
- 2.10 BMP shall mean best management practice.

- 2.11 Cargo Cost and Revenue Center shall mean and include all direct and indirect costs and operating revenues for the cargo aircraft aprons and cargo facilities at the Airport, as its boundaries may be adjusted by the Authority from time to time.
- 2.12 Chief Executive Officer (CEO) shall mean the Chief Executive Officer of the Authority and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.
- 2.13 CHRC shall mean an FBI fingerprint-based criminal history records check.
- 2.14 Company's Customers shall mean customers with which Company is doing business, including Signatory Airlines, Non-Signatory Airlines, and nonscheduled, charter or itinerant aircraft, when such aircraft are lawfully located within the potential use areas as depicted in Exhibit A, Potential Use Areas, to this Agreement, attached hereto and by this reference made a part hereof.
- 2.15 Company Parties shall mean, collectively, the Company and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.
- 2.16 DBE shall mean Disadvantaged Business Enterprise.
- 2.17 Disabled Equipment shall mean disabled and/or derelict vehicles and GSE.
- 2.18 Effective Date shall mean October 1, 2021.
- 2.19 EPA shall mean the Environmental Protection Agency.
- 2.20 EPC shall mean the Environmental Protection Commission of Hillsborough County.
- 2.21 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.
- 2.22 FAC shall mean Florida Administrative Code.
- 2.23 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.
- 2.24 Fiscal Year shall mean the annual accounting period of the Authority for its general accounting purposes which, at the time of the Effective Date, is the period of twelve (12) consecutive months, ending with the last day of September of any year.
- 2.25 FLUCP shall mean the Florida Unified Certification Program.
- 2.26 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.

- 2.27 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport, ground handlers, Air Carriers or Company.
- 2.28 GSE shall mean ground service equipment.
- 2.29 ID Media shall mean Airport Identification badge.
- 2.30 Indemnified Party or Indemnified Parties shall mean the Authority, its successors and assigns, and each of the Authority's Board of Directors, members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.
- 2.31 Non-Signatory Airline shall mean an Air Carrier that is not a party to an active Space Rental Agreement or an active lease of space in the Cargo Cost and Revenue Center. Non-Signatory Airlines will not participate in year-end settlement and are not eligible for revenue sharing under the Resolution.
- 2.32 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to the Authority in an amount equal to the estimate of three (3) months' fees, tax assessments, and charges (excluding PFCs), payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all fees, tax assessments, and charges due under this Agreement.
- 2.33 PFC shall mean Passenger Facility Charge.
- 2.34 Resolution shall mean the Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport adopted by the Board of Directors of the Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.
- 2.35 SIDA shall mean Security Identification Display Area.
- 2.36 Signatory Airline shall mean a passenger Air Carrier that is a party to an active space rental agreement for space within the Terminal Complex or an all-cargo Air Carrier that is a party to an active lease of space in the cargo cost and revenue center in the form prescribed by the Authority, either of which incorporates the terms and conditions of the Resolution.
- 2.37 STA shall mean Security Threat Assessment.
- 2.38 State shall mean the State of Florida.
- 2.39 Station Manager shall mean a fully qualified and experienced manager assigned to a duty station or office at the Airport who will be available at all times.

- 2.40 Term shall have the meaning set forth in Section 3.01 of this Agreement.
- 2.41 Terminal Building shall mean the passenger terminal building, remote baggage sort buildings, the baggage make-up area in the airside buildings, and the mechanical and electrical service building, excluding the airside buildings.
- 2.42 Terminal Complex shall mean and include all direct and indirect costs and operating revenues for the Terminal Building.
- 2.43 TSA shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act (ATSA), Public Law 107-71 of 2001, as amended, or any successor agency thereto.
- 2.44 W/MBE shall mean Woman/Minority Business Enterprise.

ARTICLE 3

TERM

3.01 Effective Date

This Agreement is effective upon execution by Company and approval and execution by Authority.

3.02 Term

The term of this Agreement commences on the Effective Date and shall terminate on September 30, 2027, unless terminated earlier as provided herein (the Term).

3.03 Commencement of Payments

The payments, fees or other charges due hereunder commence on the Effective Date and continue throughout the Term of this Agreement unless this Agreement is terminated earlier as provided herein.

3.04 Termination

This Agreement may be terminated by the Authority, with or without cause, upon thirty (30) days' written notice to Company. If Company is not in default of any terms of this Agreement or in the payment of any rents, payments, fees or other charges to the Authority, this Agreement may be terminated by Company, with or without cause, upon thirty (30) days' written notice to the Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such later date as set forth in the notice of termination.

ARTICLE 4
USES AND RESTRICTIONS

4.01 Company's Rights and Privileges

In addition to all rights granted elsewhere in this Agreement, Company will have the right to use, in common with others so authorized by the Authority, areas (other than areas leased exclusively or preferentially to others), facilities, equipment, and improvements at the Airport for the operation of Company's ground handling business and all activities reasonably necessary to such operations serving Company's Customers. The rights and privileges granted to the Company pursuant to this Article will be subject to Authority Rules and Regulations, as they may be amended from time to time.

A. Services

Company will have the non-exclusive right to provide the following ground handling services to Company's Customers:

1) Cargo and Ramp Service

To load, unload, sort, and deliver air cargo, packages and mail to and from appropriate designated locations on Airport, including, but not limited to, the United States' postal facility and air cargo facilities and baggage make-up areas of the Airport; provided that Company will not use terminal aircraft aprons immediately adjacent to the Main Terminal Building to load or unload all-cargo aircraft unless otherwise authorized in writing by the Authority; to guide aircraft in their use of loading and unloading positions; to furnish and place in position and thereafter remove necessary and appropriate loading bridges, steps and power equipment for the safe and efficient loading and unloading of passengers, baggage and cargo to and from an aircraft; to clean aircraft interiors and exterior windows; and to provide a fire guard equipped with approved firefighting equipment.

2) Equipment Rental and Maintenance

To rent ramp equipment to Company's Customers and to maintain ramp equipment owned by Company or Company's Customers.

3) Passenger Service

To provide passenger check-in, ticketing and related passenger services; to prepare clearance documents for passengers, cargo and baggage as may be required by all governmental agencies; to furnish linguists for the assistance of passengers speaking a foreign language; and to arrange with companies authorized by the Authority for the provision of in-flight meals for departing aircraft

but not to prepare or sell in-flight meals. Company will not accept, load, unload or deliver plastic wrapped bags unless otherwise authorized in advance and in writing by the Authority.

4) Sanitary Disposal Services

To provide sanitary service to Company's Customers; and to use, in common with others, the Authority's triturator facility for the emptying of lavatory vehicles.

B. Ingress and Egress

1) Use of Public Way

Company will have the right of ingress to and egress from the Airport for the Company Parties, including Company's Customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Applicable Laws and the Authority's right to establish Authority Rules and Regulations and Operating Directives governing (A) the general public, including the Company's Customers, and (B) access to non-public areas at the Airport by Company Parties.

2) Methods of Ingress or Egress

The Authority may at any time temporarily or permanently close, re-route, consent to, or request the closing or re-routing of any method of ingress to or egress from Airport, so long as a substantially equivalent means of ingress and egress is concurrently made available to Company. Company hereby releases and discharges the Authority from any and all claims, demands, or causes of action that Company may have arising out of such a closing or re-routing.

4.02 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business at the Airport separate and apart from the conduct of its ground handling business as authorized in this Agreement.
- B. Company will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located at the Airport; and Company will not engage in any activity prohibited by the Authority's approved FAR Part 150 Noise Compatibility Study and Preferential Runway Use Program as amended or supplemented.

Company will be properly certified under appropriate Federal, State and local regulations. Copies of such certificates will be furnished to the Authority on demand.

- C. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of the Authority or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of the Company will cause cancellation of any such policy, the Company will immediately, upon notification by the Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement, that causes an increase in the Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from the Authority to do so; but in any event, Company will hold the Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.
- D. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company. Company will pay all applicable sales, use, intangible and ad valorem taxes, if any and of any kind, whether levied against Company or the Authority. Company will pay other taxes or assessments arising out of or assessed as a result of the uses, rights and privileges granted Company hereunder. Company reserves the right to contest such taxes or assessments and withhold payment of such taxes and assessments upon written notice to the Authority of its intent to do so, so long as the nonpayment of such taxes and assessments does not result in a lien against the Airport or a direct liability on the part of the Authority. The Authority agrees to immediately forward to Company any notices of taxes and assessments due upon receipt of same.
- E. The uses, rights and privileges granted to Company pursuant to this Article will be subject to any and all reasonable and nondiscriminatory Authority Rules and Regulations, as may be amended from time to time.
- F. This Agreement 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.
- G. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to the Authority.

ARTICLE 5

OBLIGATIONS OF COMPANY

5.01 Business Operations

Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company will conduct its business operations hereunder in a lawful, orderly and proper manner, so as not to unreasonably annoy, disturb, endanger or be offensive to others on the Airport. Company will provide all

services under this Agreement on a fair and reasonable basis to all users of the Airport. Service will be prompt, courteous and efficient.

5.02 Manager

Company will have a Station Manager. Company will, at all times during the absence of such Station Manager, assign or cause to be assigned an Acting Manager to be in charge and to act for the Station Manager. Company will provide the Authority the contact information for the Station Manager and Acting Manager.

5.03 Conduct of Employees and Invitees

Company will, within reason, control the conduct, demeanor and appearance of Company Parties and those doing business with Company and, upon objection from the Authority concerning the conduct, demeanor or appearance of any such persons, immediately take all reasonable steps necessary to remove the cause of objection.

5.04 Equipment and Vehicle Parking

Company will ensure that all equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport. Company's equipment and vehicles and those of its vendors and/or contractors will be parked in designated parking areas as provided by the Authority. No vehicle shall access the AOA unless directly related to Company's business operations. All vehicles driven, escorted, or parked on the AOA must meet the Authority's insurance requirements and any other applicable Authority Rules and Regulations and security requirements. All vehicles, including those of Company's Parties, excluding escorted vehicles, accessing the AOA must bear Company's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Company must also display the Authority's logo decal. Information regarding vehicle access to the AOA is available from the Authority's Badging Office. All persons accessing the AOA must adhere to the Authority's SIDA training, Airport Security Program, and TSA regulations. Company will verify that Company Parties who operate motorized vehicles on Airport property have a valid driver's license. Company will provide evidence in writing of such verification within fifteen (15) days' of written request by the Authority. If Company fails to provide verification or if a Company Party is found to be driving on Airport property without a valid driver's license, the Authority will revoke the offending driver's ID Media and may assess

liquidated damages against Company of up to \$1,000 per occurrence. Said liquidated damages will be due and payable within fifteen (15) days' notice of invoice for the same.

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

5.05 Nuisance

Company will not commit any nuisance, waste, or injury on the Airport and will not do or permit to be done anything that may result in the creation, commission or maintenance of such nuisance, waste, or injury.

5.06 Excessive Load

Company hereby agrees that it will use all paved and floor areas as constructed on the Airport and in accordance with the permitted use of such paved areas, and Company will prohibit Company Parties from placing excessive loads on paved or floor areas on the Airport. Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

5.07 Sound Level

Company will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building located on the Airport, and to keep the sound level of its operation as low as possible.

5.08 Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's equipment. Should interference occur as a result of Company's installation, the Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include, but are not limited to, relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

5.09 Flammable Liquids

Company will not keep or store flammable liquids within any covered or enclosed portion of the Airport in excess of Company's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.

5.10 Permits and Licenses

Company will obtain and maintain throughout the Term all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of its business at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to the Authority upon request.

5.11 Security Badging

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

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

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

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

5.12 Signs

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

5.13 Personal Property

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

5.14 Surrender of Personal Property

Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Airport on the date of termination. Failure on the part of Company to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to the Authority for whatever lawful disposition is deemed to be in the best interest of the Authority. Any costs incurred by the Authority in the disposition of such personal property will be borne by Company. If Company is in default of any rent terms of this Agreement, the Authority will have a lien for such rent upon any personal property found upon the Airport in accordance with Florida Statutes and, in such event, Company will not remove any personal property from the Airport without written approval of the Authority.

ARTICLE 6

OPERATION AND MAINTENANCE OF THE AIRPORT

6.01 Authority's Obligations

- A. The Authority will, with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport in a first class manner consistent with airports of similar size with qualified personnel and keep the Airport in an orderly, clean, neat and sanitary condition, and good repair, unless such maintenance, operation, or repair is Company's obligation pursuant to Section 6.02 herein.

- B. The Authority will, to the extent it is legally able so to do, use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use by Company.
- C. The Authority will not be liable to Company for temporary failure to furnish all or any of such services to be provided in accordance with this Section when such failure is due to mechanical breakdown not caused by Authority's negligence or any other cause beyond the reasonable control of Authority.
- D. The Authority will maintain (1) Loading Bridges owned by Authority; (2) preconditioned air systems owned by Authority; (3) associated 400 Hertz units owned by Authority; (4) inbound and outbound baggage handling systems; baggage conveyors owned and installed by Authority when available for Company's use; (5) lightning detection systems; and (6) other systems that may be acquired by Authority in the future.
- E. The Authority will, in the operation of the Airport, comply with all local, State and Federal laws, rules and regulations.

6.02 Company's Obligations

- A. Company will, at all times, preserve and keep the Airport and its facilities in an orderly, clean, neat, and sanitary condition, free from trash and debris resulting from Company's operations.
- B. Company will keep, at its own expense, the Terminal Complex and/or cargo aircraft aprons free of fuel, oil, debris, and other foreign objects.
- C. Company shall place or store Disabled Equipment only in such areas, and upon such terms and conditions, as may be determined by the Authority's Director of Operations or designee. Company shall remove any of its Disabled Equipment from the AOA or common use areas as soon as possible after release from proper authorities, if applicable. In the event Company fails to remove any of its Disabled Equipment within the time frame set by the Authority, the Authority may cause the removal of such Disabled Equipment and bill Company for the costs incurred for removal plus fifteen percent (15%) administrative costs. Company shall pay the Authority within fifteen (15) days of invoice date. Non-payment of such invoice for more than thirty (30) days after invoice date will be deemed a condition of default.
- D. If Company will be servicing an aircraft at a common use gate, Company may stage the GSE necessary to service said aircraft at the common use gate one hour before the arrival of the aircraft it will be servicing and one half hour after the departure of said aircraft. At all other times, Company will store GSE at a staging area designated by the Authority. Reasonable exceptions may be allowed at the sole discretion of the Authority.
- E. If Company will be servicing a Signatory Airline's aircraft at a gate that a Signatory Airline leases from the Authority, with the Signatory Airline's approval, Company may stage GSE at the leased gate without time

restriction so long as the GSE is kept in good working order and placed in an attractive and orderly fashion so as not to interfere with other Airport users.

- F. Within thirty (30) days of a change of Company's Customers, Company will send written notice to the Authority detailing the change.
- G. Company will maintain GSE only in areas designated by the Authority for such maintenance.
- H. Should Company fail to perform its material obligations hereunder, the Authority will have the right to perform such activities; provided, however, other than in a case of emergency, the Authority will give Company reasonable advance written notice of non-compliance, not to exceed ten (10) days, prior to the exercise of this right; provided, however, that if the nature of the cure is such that it cannot be reasonably effectuated within ten (10) days, Company will have an additional period with the Authority approval (or, in the alternative, with an Authority approved schedule) reasonably necessary to effectuate such cure. If the Authority's right to perform such activities is exercised, Company will pay the Authority, upon receipt of invoice, the cost of such services plus ten percent (10%). Nonpayment of such invoice will be deemed a condition of default of this Agreement.

ARTICLE 7 REPORTS AND AUDITS

7.01 Monthly Statements

Within ten (10) days after the close of each calendar month of the Term of this Agreement, Company will submit to the Authority, by electronic portal or other method satisfactory to the Authority, a detailed statement signed by a responsible officer of Company of its Gross Receipts for the preceding month upon which the fees payable to the Authority set forth in this Agreement are computed.

7.02 Books and Records

Company will keep full and accurate books and records showing all of its Gross Receipts. Company agrees that records and instruments will be available to Airport for at least three (3) years after each annual period. If Company utilizes a computerized accounting system, the Authority will be allowed to download information from the system for the purpose of verifying Gross Receipts. In the event Company does not maintain exclusive sequential numbering for invoices commencing at the Airport, Company agrees to provide copies of invoices from other sales locations included in the non-exclusive sequence to the Authority or its auditors for the purposes of testing reporting completeness.

7.03 Annual Statement

Within sixty (60) days after the end of each Fiscal Year during the Term of this Agreement, Company will provide, at its sole cost and expense, an annual certified statement or an annual audit report of monthly Gross Receipts. The annual certified statement or annual audit report will contain a list of the Gross Receipts by month used to compute the Privilege Fees and other payments made to the Authority as shown on the books and records of Company during the period covered by the statement. The first such annual certified statement or annual audit report will cover the period of the Effective Date through the following September 30th (Initial Period). If Initial Period is less than ninety (90) calendar days, no annual certified statement or annual audit report will be required for the Initial Period. Each subsequent annual certified statement or annual audit report will cover the successive twelve (12) month period. The last such annual certified statement or annual audit report will include the last day of Company's operations. The annual certified statement will be certified by the Company's Chief Financial Officer or designee as approved by the Authority when payments to the Authority are less than thirty thousand dollars (\$30,000) annually. The annual audit report will be prepared by a licensed independent certified public accountant acceptable to the Authority when payments to the Authority are more than thirty thousand dollars (\$30,000) annually. When conducted by an independent certified public accountant, 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 Percentage 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 Percentage Privilege Fees have been completely and accurately presented, calculated and reported according to the terms of this Agreement. A one hundred dollar (\$100.00) per calendar day penalty may be assessed by the Authority for every day the annual certified statement or annual audit report is late.

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, the Authority may conduct its own audit under the provisions in Section 7.04, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by the 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 Agreement.

7.04 Authority's Right to Perform Audits, Inspections, or Attestation Engagements

- A. Notwithstanding Company's requirement to submit an annual certified statement or an annual audit report, the Authority or its representative may at any time during the Term of this Agreement or within three (3) years after the end of this Agreement, initiate and perform audits, inspections, or attestation engagements over all or selected operations performed by Company under this Agreement. Free and unrestricted access will be granted to all of Company's books and records, including the State sales tax return records and

records of a parent, affiliate, and/or subsidiary companies and any subconsultants or subcontractors directly pertinent to this Agreement. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to the Authority's auditors to conduct the engagement as set forth in this Article. Or, Company may transport the Authority's team to Company's location of records for the purpose of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for the Authority's team. In the event Company maintains the requested records in electronic format, upon request by the Authority's auditors, Company will provide a download or extract of data files in a computer readable format acceptable to the Authority at no additional cost. The Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors and to make photocopies of records as needed.

- B. Company agrees to deliver or to provide access to all records requested by the Authority's auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or to provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that the Authority will incur additional costs if records requested by the Authority's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Company may be charged liquidated damages of \$100.00, in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of the fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and the Authority retains all rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.
- C. If, as a result of any engagement, it is determined that Company owes additional fees or other charges to the Authority, Company will pay such amounts, and the Authority may assess interest up to twelve percent (12%) on the amount due from the date the amount was initially due. If it is determined that Company has underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under review, Company will also pay for the entire cost of the engagement. If as a result of any engagement, it is established that Company has correctly reported or over reported fees or other charges or has paid fees or other charges greater than the sum due, the Authority shall refund Company and the entire expense of the engagement shall be paid by the Authority.
- D. With respect to contracts entered by Company after the Effective Date of this Agreement, Company will seek to include a provision providing the Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

- E. Company agrees to comply with Section 20.055(5), Florida Statutes, with respect to contracts entered by Company after the Effective Date of this Agreement and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 8
PAYMENTS

For the rights and privileges granted herein, Company agrees to pay the following fees and charges to the Authority, in lawful money of the United States of America, without set off, by check or approved electronic transfer made payable to the Authority. Payment for fees and charges hereunder will be due within fifteen (15) days after the date of the invoice, except as provided herein. Said fees and charges will be deemed delinquent if payment is not received within fifteen (15) days of the stated date of such invoice.

8.01 Privilege Fees

A. Percentage Privilege Fee (PPF)

The PPF is five percent (5%) of Company's monthly Gross Receipts, as defined below, for the previous month as presented in Company's Monthly Statement of Gross Receipts. Company is responsible for paying the PPF amount to the Authority within fifteen (15) days from the date of the Authority's invoice, commencing on the month following the first month of this Agreement.

- B. Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the PPF. Company understands that the Authority does not support the practice of directly transferring Company's obligation for payment of the PPF due herein to Company's Customers. Except as already referenced herein, Company agrees that if such additional charges or fees are collected from Company's Customers for the purpose of collecting the PPF, such fees will be disclosed to the customer as "Company's cost of doing business at the Airport" and will not be represented as an Airport tax.

8.02 Annual Reconciliation

Following receipt of Company's annual certified statement or an annual audit report, the Authority will prepare and submit to Company a statement showing the PPF due compared to the PPF previously invoiced by the Authority for the applicable period. If the PPF previously invoiced by the Authority for the applicable period exceeds the PPF calculated on the certified Gross Receipts, the Authority will issue a credit memo indicating that the overpayment will be credited to the fees next thereafter due from Company. If the PPF previously invoiced by the Authority is less

than the PPF calculated on the certified Gross Receipts, the Authority will invoice Company for the sums due. Said invoice will be due and payable within fifteen (15) days after the date of the invoice.

8.03 Definition of Gross Receipts

A. Amounts Included

As used herein the term "Gross Receipts" will include the gross revenues from all sales made and services performed for cash, credit or otherwise, pursuant to Company's operations and solicitations at the Airport, regardless of when or whether paid.

B. Amounts Excluded and Restrictions on Exclusions

Gross Receipts will not include:

- 1) The retail value of fuel and oil and the related fuel service fee;
- 2) Costs for materials that are directly passed through to Company's Customers;
- 3) Sales and services performed by Company off-Airport to entities located off Airport;
- 4) Catering sales charged by Company that were previously assessed the Authority's concession fee on the caterer's invoice (any markup by Company will be included in Gross Receipts); or
- 5) Ferrying and diverted landings.

8.04 Diversion of Gross Receipts

Any intentional diversion of Gross Receipts will constitute a breach of contract, and the Authority will have the right to immediately terminate this Agreement upon determination by the Authority or its auditors that an intentional diversion exists or has occurred.

8.05 Collection of Authority Fees and Charges

No later than fifteen (15) days from the date of invoice during the Term hereof, Company will remit to the Authority all fees collected during the preceding month on behalf of the Authority in accordance with this Agreement. During the Term hereof, upon request and on behalf of the Authority, Company will collect all landing fees, terminal facility fees, aircraft parking fees, joint use charges, federal inspection service fees, baggage handling system fees, passenger transfer system fees, terminal support fees and other fees and charges applicable to Company's Customers applicable to Company's Customers, and report such fees monthly, it being agreed that the Authority will pay Company as a collection fee five percent (5%) of all such fees.

8.06 Employee Parking Fees

Employee parking permits are required for the Employee Parking Lot and may be required for Company's leased or common use operational areas. Information regarding employee parking permits is available from the Authority's Parking Permit Office at (813) 870-8792. The Authority reserves the right to charge Company or its employees a reasonable parking fee. If Company is invoiced by the Authority for parking fees, payment is due to the Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

8.07 Interest on Delinquent Payments

Without waiving any other right or action available to the Authority in the event of default of Company's payment of fees or other charges hereunder, and in the event Company is delinquent in paying to Authority any fees or other charges for a period of five (5) days after the payment is due, the Authority reserves the right to charge Company interest thereon from the date such fees or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law.

8.08 Fees and Other Charges a Separate Covenant

Company will not for any reason withhold or reduce its required payments of fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

8.09 Place of Payments

Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)
Via ACH with Remittance Advice to Receivables@TampaAirport.com

or

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

or

(HAND DELIVERY)
Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building

Tampa, Florida 33607

ARTICLE 9
INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, the Company will indemnify and hold harmless the Authority and each Indemnified Party from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the Company's:

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

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

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement;

4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret right; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

whether it is caused in part by the Authority or an Indemnified Party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Company by a party entitled to a defense hereunder. This indemnity obligation expressly applies, and shall be construed to include any, and all claims caused in part by negligence, acts or omissions of the Authority or its members, officers, agents, employees, and volunteers.

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

or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against the Authority or any Indemnified Party its fully and finally barred by the applicable statute of limitations or repose.

- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority or any Indemnified Party may have under the doctrine of sovereign immunity under Applicable Laws.
- H. The Authority and each Indemnified Party reserves the right, at their option, to participate in the defense of any suit, without relieving the Company of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any Applicable Laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 10 INSURANCE

10.01 Insurance Terms and Conditions

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event the Company 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 and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

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

10.02 Limits and Requirements

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

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

B. Commercial General Liability Insurance

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

	<u>Agreement Specific</u>
General Aggregate	\$10,000,000
Each Occurrence	\$10,000,000
Personal and Advertising Injury Each Occurrence	\$10,000,000
Products and Completed Operations Aggregate	\$10,000,000

C. Business Automobile Liability Insurance

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
-----------------------------------------------------------------	--------------

D. Environmental Insurance (Pollution)

Such insurance will be maintained by Company on a form acceptable to the Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of the Agreement. If on a claims-made basis, insurance must respond to claims reported within three (3) years of the end of the Agreement. Limits of Coverage will be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

E. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by Applicable Laws without voiding the insurance required by this Agreement, waives all rights against the Authority and any Indemnified Party for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

F. Conditions of Acceptance

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

ARTICLE 11
SECURITY FOR PAYMENT

11.01 Payment Security Requirements

- A. Unless Company has maintained an agreement similar to this Agreement with the Authority during the eighteen (18) months prior to the Effective Date without the occurrence of any failure to pay within sixty (60) days or more of the due date under such prior agreement,, Company will provide the Authority on or before the Effective Date of this Agreement with acceptable Payment Security. Company will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which Company commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to the Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to the Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty days prior to cancellation, the Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.
- B. In the event the Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within fifteen (15) days after such draw down or collection, take such action as is

necessary to replenish the existing Payment Security to an amount equal to three (3) months' estimated fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three (3) months' estimated fees and charges payable by Company pursuant to this Agreement.

- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, the Authority, by written notice to Company given at any time within ninety (90) days of the date such event becomes known to the Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide the Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.
- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. The Authority's rights under this Article will be in addition to all other rights and remedies provided to the Authority under this Agreement.

11.02 Satisfactory Performance

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

ARTICLE 12 DEFAULT AND TERMINATION

- 12.01 Events of Default. The following events will be deemed events of default (each an Event of Default) by Company:
- A. The failure or omission by Company to perform its obligations or make any payment to the Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.
 - B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between the Authority and Company, and Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of the Authority's written notice to cease said business or acts.
 - C. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.

- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

12.02 Authority's Remedies

In the event of any of the foregoing Events of Default enumerated in this Article, and following thirty (30) days' notice by the Authority and Company's failure to cure, the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement. Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by the Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat the Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company has breached. In such event all sums paid or expenses incurred by the Authority directly or indirectly in curing Company'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 the rate of one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws; or
- C. Declare this Agreement to be terminated, ended, null and void.

No waiver by the Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, 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 Company. No delay, failure, or omission of the Authority to exercise any right, power, privilege, or option, arising from any default, nor subsequent acceptance of fees or charges then or thereafter accrued, will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default. No notice by the Authority will be required to restore or revive time is of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers,

options, privileges, or remedies given to the Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege, or remedy by the Authority will not impair its rights to any other right, power, option, privilege, or remedy available under this Agreement or provided by Applicable Laws.

12.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any Event of Default, Company will remain liable to the Authority for all payments due hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement.

ARTICLE 13
ASSIGNMENT

No assignment or transfer of this Agreement or rights granted hereunder is permitted.

ARTICLE 14
GOVERNMENT INCLUSION

14.01 Subordination to Federal Agreements

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

14.02 Federal Government's Emergency Clause

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

14.03 Security

Company and Company Parties must comply with (i) the provisions of the Authority's TSA-approved airport security plan for the Airport as from time to time existing, and (ii) applicable regulations of the TSA, as from time to time existing and (iii) security measures required of Company or the Authority by the FAA or TSA. If Company or any of Company's Parties shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty or other damages being assessed against the Authority, then, in addition to any other terms of this Agreement, Company shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages, plus an administrative charge. This amount must be paid by Company within ten (10) days of written notice from the Authority.

ARTICLE 15

FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport for war or national emergency for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and the Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, Company's obligation to pay fees and charges 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 16

RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

16.01 Radon Gas

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

16.02 Other Property Conditions

Areas of Authority property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally-occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels

of contaminants to remain in place and run with the land subject to the implementation of required controls including but not limited to property use restrictions, activity and use limitations, institutional controls, or engineering controls. At the Airport, the Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for the Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to the Airport, the same protections and standards are generally applied at all Authority property including the general aviation airports.

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

ARTICLE 17

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 18

NON-DISCRIMINATION

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

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

18.02 Civil Rights – General – 49 USC § 47123

Company agrees to observe and comply with those requirements of the FAA set forth in Exhibit B, Federal Aviation Administration Required Provisions, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

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

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

ARTICLE 19
W/MBE GOAL

19.01 W/MBE Goal

No specific goal for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the term of this Agreement, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a DBE under the FLUCP pursuant to 49 CFR Part 26 in the performance of this Agreement.

19.02 W/MBE Termination and Substitution

Company is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of the Authority in accordance with the Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Agreement will be a material violation of this Agreement and will invoke the sanctions for non-compliance specified in this Agreement and the W/MBE Policy and Program.

19.03 Monitoring

The Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. The 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, agreements between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three (3) years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without

limiting the requirements of this Agreement, the Authority reserves the right to review and approve all sub leases or subcontracts utilized by Company for the achievement of these goals.

19.04 Prompt Payment

Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its agreement no later than ten (10) calendar days from the receipt of each payment that Company receives from the Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 20
FAA APPROVAL

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

ARTICLE 21
ENVIRONMENTAL

21.01 General Conditions

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

- A. Company is knowledgeable of and agrees to comply with all applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural

resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.

- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Airport.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any Federal, State, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company fails to rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.
- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

21.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airport. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, Federal, State, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Airport or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the EPA and the appropriate generator permit and will comply with all Federal, State, and local laws, and any rules and regulations promulgated

thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.

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

21.03 Hazardous Substance

"Hazardous Substances" shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any environmental law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable environmental law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable environmental law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, "Hazardous Substances" shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable environmental laws; or (iii) any quantities of such materials which are permitted to remain in the

environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable environmental laws.

21.04 Solid Waste

“Solid Waste” shall mean (1) any waste that is or becomes defined as a “solid waste”, “waste”, “special waste”, “garbage”, or “commercial solid waste” under any environmental law, including but not limited to, the rules of the FDEP, specifically Chapter 62-702, FAC; or (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

21.05 Prior Environmental Impacts

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

21.06 Off-Site Environmental Impacts

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

21.07 Petroleum Storage Systems

A. At Company’s expense, Company will at all times comply with all Federal, State, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the EPC, as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

- B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Airport that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

21.08 Stormwater

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

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

requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Airport, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

21.09 Environmental Inspection at End of Agreement Term

- A. At Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term, Company will conduct an environmental inspection. Due to the broad nature of the Company's operations and operational area, the end of Term inspection could include any and all locations where Company had operations during the Term including, but not limited to, the locations described in the "Operation and Maintenance of the Airport" Article of this Agreement. Special consideration will be given to locations where a potential or actual environmental claim occurred as described in the "Indemnification" Article of this Agreement, locations that were subject to an inquiry or investigation as described in this Article, locations that were associated with a potential or actual notice of violation as described in this Article, and/or locations where Company stored, managed or handled Hazardous Substance as described in this Article.
- B. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Airport has been impacted by the release of Hazardous Substances, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable Federal, State, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- C. During the period of a cleanup due to the environmental condition of the Airport or common use areas, Company's obligations, including the payment of Rents, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.

- D. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 22

SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 23
NON-EXCLUSIVE RIGHTS

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

ARTICLE 24
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 25
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 26
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, invitees, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, and Authority Rules and Regulations. Company, its officers, employees, agents, invitees, subcontractors, and those under its control, will comply with Authority Rules and Regulations.

Company, its officers, employees, agents, invitees, subcontractors, and those under its control, will comply with security measures required of Company or the Authority by the FAA or TSA. If Company, its officers, 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 the Authority, then, in addition to any other remedies available to the Authority, Company will be responsible and will reimburse the Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten (10) days of written notice.

ARTICLE 27
RELATIONSHIP OF THE PARTIES

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

ARTICLE 28
COMPANY TENANCY

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

ARTICLE 29
HEADINGS

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

ARTICLE 30
INVALIDITY OF CLAUSES

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

ARTICLE 31
RIGHT TO AMEND

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

ARTICLE 32
AUTHORITY APPROVALS

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

ARTICLE 33
NOTICES AND COMMUNICATIONS

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

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

TO Company:
(MAIL DELIVERY)
Quantem Aviation Services, LLC
175 Ammon Drive
Manchester, NH 03103
Attn: Contract Manager

or

or

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

(HAND DELIVERY)
Same as above

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

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

ARTICLE 34
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

- A. Keep and maintain public records required by the Authority in order to perform the services contemplated by this Agreement.

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

ARTICLE 35
AGENT FOR SERVICE OF PROCESS

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

ARTICLE 36
MISCELLANEOUS

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

ARTICLE 37
APPLICABLE LAW AND VENUE

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

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

ARTICLE 38
INCORPORATION OF EXHIBITS

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

ARTICLE 39
NO INDIVIDUAL LIABILITY

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

ARTICLE 40
AMENDMENTS

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

ARTICLE 41
COMPLETE AGREEMENT

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

(Remainder of Page is Intentionally Left Blank)

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

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name

LEGAL FORM APPROVED:

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

Signature of Notary Public – State of Florida

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

QUANTEM AVIATION SERVICES, LLC

Signed in the presence of:



Witness Signature
BRIAN W. STILWELL
Print Name



Witness Signature
MALLORY BARTLETT
Print Name

By: 

Title: President & C.E.O.

Roger Langille
Print Name
14 Queen Street
Print Address
Truro, Nova Scotia
Canada B2N 2A8

QUANTEM AVIATION SERVICES, LLC
PROVINCE OF NOVA SCOTIA
COUNTY OF COLCHESTER
CANADA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of APRIL, 2021, by ROGER LANGILLE as (name of person)

PRESIDENT & CEO for QUANTEM AVIATION SERVICES LLC
(type of authority) (name of party on behalf of whom instrument was executed)


(Signature of Notary Public - State of NOVA SCOTIA)

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

Personally known to me OR Produced Identification

PERSONALLY KNOWN TO ME
(Type of Identification Produced)

BRIAN W. STILWELL
A Notary Public for the Province
of Nova Scotia

Exhibit B

Federal Aviation Administration Required Provisions

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

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

- B. Civil Rights – Title VI Assurances – Compliance With Nondiscrimination Requirements.
1. Compliance with Regulations: Company while operating at the Airport (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 2. Non-discrimination: Company, with regard to the work performed by it during the period it operates at the Airport, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this provision and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain

compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Company's noncompliance with the non-discrimination provisions of this Agreement, Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Company under this Agreement until Company complies; and/or
 - b. Cancelling, terminating, or suspending the Company's rights under this Agreement, in whole or in part.
6. Incorporation of Provisions: Company must include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of the Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

C. Civil Rights – Title VI Clauses for Use/Access to Real Property.

1. Company for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Company will use the Premises in compliance with all other

requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities in Paragraph D below.

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

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation

systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 USC 1681 et seq).