

Hillsborough County Aviation Authority

LEASING OF DIESEL BUSES

COMPANY:

Creative Bus Sales

Term Date: February 3, 2022 through four (4) years from Delivery Date of 7th Bus

Board Date: February 3, 2022

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
Leasing of Diesel Buses

This Contract for Leasing of Diesel Buses (Contract) is made and entered into this 3rd day of February 2022 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Creative Bus Sales, a California company, authorized to do business in the State of Florida, (Company) (collectively hereinafter referred to as the Parties).

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

ARTICLE 1

CONTRACT

1.01 Definitions

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

- A. **Accounts Payable:** The unit within Authority Finance Department that deals with accounts payable.
- B. **Airport:** Tampa International Airport.
- C. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- D. **Authorized Agent:** Firm or individual selected by the Authority to act on its behalf, including but not limited to third-party suppliers directly or indirectly required by Authority to carry out activities on its behalf, in association with this Contract.
- E. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- F. **Buses:** Diesel buses leased by Authority in accordance with this Contract and the Contract Documents.
- G. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- H. **Company Representative:** Company representative responsible for coordinating and overseeing Company to include, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.

- I. **Contract Documents:** The following documents are a part of this Contract and are hereby incorporated by reference: the terms and conditions as contained in this Contract; Invitation to Negotiate (ITN) for Leasing of Diesel Buses (rebid), dated May 25, 2021 and all its addenda; Company's Response to ITN for Leasing of Diesel Buses (rebid); any subsequent information submitted by Company during the negotiation process; Manufacturer's Warranties; and Lease Agreement.
- J. **Dealer:** A company in the business of coordinating the buying, selling, exchanging or leasing of motor vehicles by a person or entity and a credit provider or provider of other financial services.
- K. **Delivery Date:** Date(s) which Buses are delivered by the Company to the Authority. Company will deliver the first five (5) Buses by April 30, 2022 and the final two (2) Buses by July 30, 2022.
- L. **Director of Commercial Parking and Ground Transportation:** Authority contact person responsible for notifying Company regarding required Services and Company's primary contact for all Services under this Contract.
- M. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- N. **Financial Institution:** Entity providing the financing and lease, as well as providing Exhibit A, Leasing Agreement to be executed by the Financial Institution and the Authority, for the Buses provided by Company for the Term of this Contract.
- O. **Lease Agreement:** Contractual agreement between Authority and Financial Institution for the lease of Buses in accordance with the terms of this Contract.
- P. **Manufacturer's Warranties:** The terms and conditions under which repairs or exchanges will be made if the Buses do not function as originally described or intended in the Lease Agreement.
- Q. **Rent Commencement Date:** The date which payments begin on the Lease Agreement.
- R. **Schedule of Maintenance:** Any repair or upkeep that is given a deadline and assigned to a technician. It can be a recurring task done at regular intervals or a one-time task. It details when given maintenance tasks are performed and by whom. Includes inspections, adjustments, and regular service.

- S. **Scope of Services:** The delivery, preventative maintenance, and repair of the Buses throughout the Term of the Contract by the recommended service provider as set forth in Exhibit C, Schedule of Maintenance.
- T. **Term:** Four years from the Delivery Date of the 7th Bus.
- U. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company from the Director of Commercial Parking and Ground Transportation without formal amendment to this Contract.

- A. Exhibit A, Leasing Agreement
- B. Exhibit B, Manufacturer's Warranties
- C. Exhibit C, Schedule of Maintenance
- D. Exhibit D, Scrutinized Company Certification

ARTICLE 2

SCOPE OF SERVICES

2.01 Company agrees to provide the leased Buses as described below to the Authority throughout the Term of this Contract.

- A. Buses
 - 1. New, not used
 - 2. Number of Buses - 7
 - 3. Bus Manufacturer - Starcraft
 - 4. Bus Model – Allstar XL
 - 5. Mileage – Per Lease agreement with Wells Fargo
 - 6. Bus features
 - a. Length of bus – 37'

- b. Seating capacity - 34
 - c. Total capacity with standing positions - 36
 - d. Two (2) Americans with Disabilities Act (ADA) position.
 - e. One (1), sixty (60) inch luggage rack
 - f. Door located in front of bus
 - g. Conform to applicable standards for transportation vehicles approved by the Florida Department of Transportation for the Term of this Contract.
7. Front and rear air conditioning and heating.
 8. Equipped with two-way radios capable of operating on the Authority's 450 MHz, NXDN Digital trunked radio system. Use of the radio system must comply with Federal Communications Commission (FCC) regulations and is strictly intended for the requirements of this Contract. The Authority shall retain ownership of the FCC license and tower for such two-way radios.
 9. Equipped with intercom systems with hands free use for drivers to communicate with passengers.
 10. Able to be equipped with a GPS tracking system by Authority post-delivery as a safety measure. Installation of a GPS tracking system by Authority will not affect Manufacturer's Warranties.
 11. Placement of Airport logo on the leased Buses by the Company, as provided by Authority.
- B. Delivery and Inspection
1. Deliver Buses, in such quantities as stated above, to Authority at the Airport property by the Delivery Date.
 2. Costs of delivery to be included in the total cost set forth in the Lease Agreement.
 3. Upon delivery, the Buses and their components may be examined by Authority and/or its Authorized Agents for the sole purpose of identifying types and verifying quantities. Such examination shall not constitute inspection or acceptance and shall not limit the rights of the Authority under any other provisions of this Contract.
 4. Inspection
 - a. In the event any of the Buses or their components are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, the Authority shall have the right to require their correction. The Company will provide a temporary replacement bus if a manufacturing warranty issue cannot be resolved within 30 days of notification.
 - b. If any inspection or test is made by the Authority or its Authorized Agents on

the premises of the Company or a subcontractor of the Company, the Company, without any additional charges to the Authority, shall provide all reasonable facilities and assistance for the safety and convenience of the Authority's inspectors in the performance of their duties. If the Authority's inspection or test is made at a location other than the premises of the Company or a subcontractor of Company, such inspection or test shall be at the expense of the Authority, except as otherwise provided in this Contract; provided, that in case of rejection, the Authority shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Authority shall be performed in such a manner as not to unduly delay the services required by this Contract.

- c. The inspection and testing by the Authority of any Buses or their components does not relieve the Company from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except for latent defects, fraud, or such gross mistakes as amount to fraud.
- d. Risk of Loss or Damage. Except as otherwise provided in this Contract, the Company shall be responsible for the Buses or their components covered by this Contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the Authority at the designated point and prior to acceptance by the Authority or rejection and giving notice thereof by the Authority, the Authority shall be responsible for the loss, destruction of, or damage to the Buses or their components only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Authority acting within the scope of their employment. The Company shall bear all risks as to rejected Buses or their components after notice of rejection, except that the Authority shall be responsible for the loss, destruction of, or damage to the Buses only if such loss, destruction, or damage results from the gross negligence of officers, agents, or employees of the Authority acting within the scope of their employment.

2.02 Authority's Contact Person

Authority's Director of Commercial Parking and Ground Transportation or designee will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Contract.

2.03 Company's Representative

Company has designated Les Burres as the primary contact for all Services under this Contract.

- 2.04 Financial Institution
The Financial Institution is Wells Fargo.
- 2.05 Financial Institution Contact Person
Financial Institution has designated Diane L. Kaiser as the primary contact for all Leasing Agreement inquiries.

ARTICLE 3

TERM

- 3.01 Effective Date
This Contract will become effective upon approval by the Board. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.
- 3.02 Term of Contract
The Term of this Contract commences on February 3, 2022 and will terminate four (4) years from the Delivery Date of the 7th Bus, unless terminated earlier as provided herein.
- 3.03 Term of Lease Agreement
The Term of the Lease Agreement shall begin on the Rent Commencement Date (as defined in the Lease Agreement) and shall continue for the Initial Term (as defined in the Lease Agreement) unless earlier terminated by Lessor (as defined in the Lease Agreement). The Rent Commencement Date is the Acceptance Date (as defined in the Lease Agreement).
- 3.04 Commencement of Fees and Charges
All fees and charges hereunder will commence in accordance with Exhibit A, Lease Agreement.
- 3.05 Commencement of Services
Company will begin providing Services on the Delivery Date of the 1st Bus to the Authority and will continue through four (4) years from the Delivery Date of the 7th Bus.
- 3.06 Early Termination
The Authority may terminate this Contract, without cause, by giving thirty (30) days written notice to Company. However, Company may not cancel this Contract, without Authority approval.

ARTICLE 4

FEES AND PAYMENTS

4.01 Payment

A. Payments

1. Not-To-Exceed

The total amount payable under this Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

2. Company will receive payment from Financial Institution based on the signed Lease Agreement that includes the project costs and payment schedule.

4.02 Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

A. All Services performed prior to the effective date of termination; and

B. Expenses incurred by Company in effecting the termination of this Contract as approved in advance by Authority.

4.03 Invoices

Any invoices required by this Contract will be created and submitted by Company to Authority Finance Department via Oracle iSupplier® Portal Full Access in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

4.04 Payment Method

Company will receive electronic payments via Automated Clearing House (ACH) – VIP Supplier, ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > More Information – Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes

at any time. Company may change its selected electronic payment method during the Term of this Contract in coordination with Accounts Payable.

4.05 Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Contract.

ARTICLE 5

TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and Federal sales, use and transportation taxes.

ARTICLE 6

OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

ARTICLE 7

QUALITY ASSURANCE

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under this Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

ARTICLE 8

NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Scope of Services under this Contract. Company further acknowledges that this Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

ARTICLE 9

DEFAULT AND TERMINATION

9.01 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or 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 or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- E. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

9.02 Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by 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 twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

9.03 Continuing Responsibilities of Company

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

9.04 Company's Remedies

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

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Contract, such termination shall automatically be deemed a termination for convenience under Article 4.02.

ARTICLE 10

INDEMNIFICATION

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

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

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, regardless of whether the liability, suit, claim, lien,

expense, loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

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

1. The presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

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

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to

the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Contract.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 11

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

11.01 Books and Records

In connection with payments to Company under this Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any records related to this Contract without the express written permission of Authority.

11.02 Financial Reports

Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

11.03 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Contract or within three years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. 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 Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the

engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and 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.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Company will include a provision providing 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 Contract.

Company agrees to comply with Section 20.055(5), Florida Statutes, and 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 12

INSURANCE

12.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. 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 Services performed pursuant to this Contract 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 Contract.

12.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Contract. 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.

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

B. Workers’ Compensation and Employer’s Liability Insurance

The minimum limits of insurance are:

Part One (Worker’s Compensation):	“Statutory”
Part Two (Employer’s Liability):	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

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 Services performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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D. Garagekeepers Liability

Such insurance shall cover damage to vehicles in the care, custody and control of Company and be no more restrictive than that provided by Section III (Garagekeepers Coverage) of the latest version of the standard Garage Coverage form (ISO Form CA 00 05).

The minimum limits for Garagekeepers Comprehensive and Collision coverage shall be:

Each Vehicle	\$1,000,000
Each Occurrence All Vehicles	\$1,000,000

E. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required hereunder, waives all rights against Authority and members of Authority governing body, Authority agents, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

12.03 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

12.04 Customer Claims, Issues, or Complaints

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

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or

resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

12.05 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Insurance for Suppliers.

ARTICLE 13

NON-DISCRIMINATION

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

- 13.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
- 13.02 Civil Rights. Company, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Attachment B of 49 CFR Part 21. During the performance of this Contract, 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:
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - B. 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);

- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. 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);
- G. 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);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. 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;
- K. 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); and

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 13.03 In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 13.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 13.05 In the event of Company's non-compliance with the non-discrimination provisions of this Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Contract until Company complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 13.06 Company will include the provisions of Paragraphs 13.01 through 13.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- 13.07 Company assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that

Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 14

AUTHORITY APPROVALS

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

ARTICLE 15

DATA SECURITY

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

Company and its employees, vendors, subcontractors, and sub-consultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 16

DISPUTE RESOLUTION

16.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also

includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.

- B. If for any reason Company deems that additional cost or Contract time is due to Company for work not clearly provided for in this Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
- C. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.
- F. The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Contract;
 - 3. Terms of special warranties required by this Contract;
 - 4. Latent defects.

16.02 Resolution of Claims and Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a Party intends to be accompanied at a meeting by legal counsel, the other Party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a Party intends to be accompanied at a meeting by legal counsel, the other Party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either Party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 17

NON-EXCLUSIVE RIGHTS

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

ARTICLE 18

WAIVER OF CLAIMS

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

ARTICLE 19

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

ARTICLE 20

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

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

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

ARTICLE 21

CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE 22

NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)

CREATIVE BUS SALES
8600 ATLANTIC BLVD.
JACKSONVILLE, FL 32211
ATTN: LES BURRE

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607-1470
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 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 23

SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of

federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 24

SUBORDINATION TO TRUST AGREEMENTS

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

ARTICLE 25

ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

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

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

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

ARTICLE 26

SECURITY BADGING

Any employee of Company or any employee of its subcontractors or agents that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (Badge) provided by Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check

(CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

For each Badge that is lost, stolen, unaccounted for, or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority, Company will be assessed a liquidated damage fee, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by Authority by failure of Company to notify Authority of each Badge that is lost, stolen, unaccounted for, or not returned to Authority. This liquidated damage fee will be paid by Company within ten (10) days from the date of invoice. The liquidated damage fee is subject to change without notice, and Company will be responsible for paying any increase in the liquidated damage fee. It is mutually agreed between the Parties that the assessment of the liquidated damage fee is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the administrative burden of failure to return the Badge.

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

ARTICLE 27

VENUE

Venue for any action brought pursuant to this Contract will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 28

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Contract is executed and to complete a new Exhibit D for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List,

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 29

RELATIONSHIP OF THE PARTIES

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

ARTICLE 30

RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract 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 Contract 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 31

TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE 32

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 Authority concerning the same subject matter.

ARTICLE 33

FAA APPROVAL

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

ARTICLE 34

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and 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 certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Contract or in the event of a foreign address, deliver by Federal Express and that 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. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the state or federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 35

INVALIDITY OF CLAUSES

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

ARTICLE 36

SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

ARTICLE 37

HEADINGS

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

ARTICLE 38

COMPLETE CONTRACT

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

ARTICLE 29

MISCELLANEOUS

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

ARTICLE 40

ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE 41

ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company. In the event of any conflict between this Contract and the Lease Agreement with regard to Company's duties and obligations this Contract shall prevail. The Company bears no financial responsibility with regards to the Lease Agreement.

ARTICLE 42

CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1. a change in the Scope of Services, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the W/MBE or DBE percentage rate, if any.

42.01 Claim for Payment

Any claim for payment for changes in the Scope of Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to payment for changes in the Scope of Services unless such revised Scope of Services is specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Scope of Services will be performed under applicable provisions of the Contract Documents, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

42.02 Right to Carry Out the Work or Services

If Company defaults or neglects to carry out the Scope of Services in accordance with the Contract Documents and fails within a seven day period after receipt of written Notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due Company the cost of correcting such deficiencies, including compensation for another company's or Authority's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due Company are not sufficient to cover such amounts, Company will pay the difference to Authority.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

Jane Castor, Secretary

BY: _____
Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 20__, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

CREATIVE BUS SALES

Signed in the Presence of:

BY: *Nick Corley*
Signature

Witness

Sales Operations Manager
Title

Printed Name

Nick Corley
Printed Name

8600 Atlantic Boulevard
Printed Address

Angela Harden
Witness

Jacksonville, Florida, 32211
City/State/Zip

ANGELA HARDEN
Printed Name

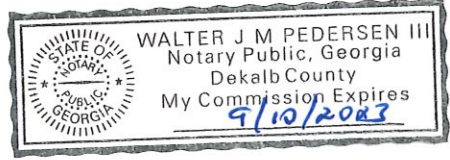
CREATIVE BUS SALES

STATE OF Georgia
COUNTY OF Clayton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of January, 2022, by Nick Corley as

Sales Operations Manager, for Creative Bus Sales, Inc.
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary



Walter J.M. Pedersen III
Signature of Notary

Walter J.M. Pedersen, III
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

Exhibit A
Leasing Agreement



Wells Fargo Equipment Finance, Inc.
200 Lomas Boulevard NW
Albuquerque, NM 87102

December 23, 2021

Hillsborough County Aviation Authority
4100 George J. Bean Parkway
Tampa, FL 33622

Thank you for choosing Wells Fargo Equipment Finance, Inc. to handle your finance needs. Enclosed please find the following documents necessary to complete your lease transaction:

1. Resolution - Lessee to Provide
2. Governmental Equipment Lease - have Page 1 signed where indicated
3. Maintenance and Return Provisions – have signed where indicated
4. Termination Value Schedule – have signed where indicated
5. Verification of Information - fill in the Federal Tax ID Number, verify the Principal Place of Business Address, the Billing Address, Equipment/Titling Location, and Tax Status. If tax exempt, please include a Tax Exemption Certificate
6. Pay Proceeds - have signed and dated
7. Delivery & Acceptance Certificate – have signed and dated
8. Certificate of Insurance – Complete the form and return with the above. Please have the agent provide a Certificate of Insurance listing Wells Fargo Equipment Finance, Inc., its Successors and Assigns, as Loss Payee and Additional Insured. The certificate can be emailed to me at Diane.L.Kaiser@wellsfargo.com or faxed to me at 877-542-4713
9. Titled Equipment Agreement & Acknowledgement – complete the middle section, have signed where indicated
10. Advance Payment & Documentation Fee – please remit a check for the advance payment and documentation fee when returning the documents

All documents requiring a signature must be signed by an authorized officer. Please return all documents along with the Certificate of Insurance to my attention. ***Please retain for your records copies of the original documents. Unless requested, you will not receive a copy following funding of the transaction.***

If you have any questions regarding the enclosed, please do not hesitate to contact me at 505-765-5259.

Sincerely,

Diane L. Kaiser
Contract Analyst, AVP

Governmental Equipment Lease

FMV Purchase Option



Wells Fargo Equipment Finance, Inc. | 733 Marquette Avenue, Suite 700 | Minneapolis, MN 55402

Equipment Lease Number 0008638-000 dated as of December 23, 2021

Name and Address of Lessee:

**Hillsborough County Aviation Authority
4100 George J. Bean Parkway
Tampa, FL 33622**

Notice: Lessor reserves the right to withdraw the terms of this Lease and issue a modified Lease without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Lease. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

Equipment Description: Five (5) New 2021 Starcraft Allstar XL Shuttle Buses - VIN's 5WEEZC8M6MH172185, 5WEEZC8M8MH172186, 5WEEZC8M3MH172189, 5WEEZC8MXMH172190, 5WEEZC8M1MH172191

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information with respect to the model year of the Equipment or its serial number or VIN included in this Equipment Description

Equipment Location: 4100 George J. Bean Parkway, Tampa, FL 33622

Acceptance Date: See separate Delivery and Acceptance Certificate

SUMMARY OF PAYMENT TERMS

Initial Term (Months): 48	Total Cost: \$749,030.00
Payment Frequency: Monthly	Total Basic Rent: \$725,202.24
Basic Rental Payment: \$15,108.38 plus any applicable sales and use tax	Security Deposit: N/A
Number of Installments: 48	Cutoff Date: 01/11/22

A Termination Value Schedule is attached hereto as Exhibit A pursuant to paragraph 9 of this Lease. The Termination Value shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Value.

Lease Provisions

1. LEASE. Lessee hereby agrees to lease from Lessor, the personal property described on the first page of this Lease on the terms and conditions set forth herein (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories and all additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Lessee's execution of this Lease shall obligate Lessee to lease the Equipment from Lessor. This Lease shall not be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into this Lease or to acquire or lease to Lessee the Equipment.

2. EQUIPMENT ACCEPTANCE; TERM; RENT; NON-APPROPRIATION. The "Acceptance Date" for the Equipment shall be (a) the date Lessee accepts the Equipment under a separately signed Delivery and Acceptance Certificate, or (b) the date set forth on the first page of this Lease and Lessee represents and warrants that as of such date, the Equipment has been delivered to Lessee, Lessee has unconditionally accepted the Equipment and Lessee agrees that the Equipment is subject to this Lease. Lessee agrees that if all of the items of Equipment have not been delivered and accepted hereunder before the Cutoff Date as set forth above, Lessor shall have no obligation to lease the Equipment to Lessee. The term of this Lease shall begin on the Rent Commencement Date and shall continue for the Initial Term as set forth above unless earlier terminated by Lessor as provided herein. The Rent Commencement Date is the Acceptance Date.

Lessee shall pay as basic rent for the Initial Term of this Lease the amount shown above as Total Basic Rent, subject, however, to the provisions of this paragraph 2. The Total Basic Rent shall be payable in installments each in the amount of the Basic Rental Payment set

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Equipment Finance, Inc.

Lessee: Hillsborough County Aviation Authority

By _____

By _____

Title _____

Title _____

Rent Commencement Date

forth above plus any applicable sales and use tax thereon beginning on the Rent Commencement Date and continuing on the same day of each subsequent month during the Initial Term. If the actual cost of the Equipment is more or less than the Total Cost as shown above, the amount of each installment of rent will be adjusted up or down to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the Total Cost.

Lessee is obligated only to pay basic rental payments and other amounts due under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay the basic rental payments and other amounts due under this Lease for any fiscal period during the Term of this Lease (an "Event of Non-Appropriation"), this Lease shall be deemed terminated at the end of Lessee's then current fiscal period. Lessee agrees to deliver notice to Lessor immediately (and in no case later than 30 days prior to the end of Lessee's then current fiscal period) of the occurrence of an Event of Non-Appropriation under this Lease. If an Event of Non-Appropriation occurs with respect to this Lease, Lessee shall return the Equipment in accordance with paragraph 11. Lessee currently intends, subject to this paragraph, to pay all basic rental payments for the Initial Term of the Lease, and reasonably believes that legally available funds in an amount sufficient to pay all basic rental payments and other amounts due during the Initial Term of this Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain legally available funds from which the basic rental payments and other amounts due under this Lease may be paid, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding anything herein to the contrary, the decision whether or not to budget and appropriate funds and continue the term of this Lease is within the discretion of the governing body of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay basic rental payments under this Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

If any payment, whether for rent or otherwise, is not paid within ten (10) days of when due, Lessor may impose a late charge of 5% of the amount past due (or the maximum amount permitted by applicable law if less). Payments thereafter received shall be applied first to delinquent installments and then to current installments.

3. SECURITY DEPOSIT. Upon execution of this Lease, Lessee shall pay to Lessor the Security Deposit, if any, set forth above. Lessor may apply any security deposit toward any obligation of Lessee, and shall return any unapplied balance to Lessee without interest upon full satisfaction of Lessee's obligations.

4. NO WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP OF THE EQUIPMENT, LESSOR'S TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY AN INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. No defect or unfitness of the Equipment, and no failure on the part of the manufacturer or the shipper of the Equipment to deliver the Equipment or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Equipment and shall have no obligation to install, erect, test, adjust or service the Equipment. Lessee shall only look to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Equipment.

5. TAXES. Unless Lessee has provided Lessor with evidence necessary to sustain an exemption therefrom, Lessee shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Equipment, or for titling or registering the Equipment, or upon the income or other proceeds received with respect to the Equipment or Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes on or measured by the net income of Lessor. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

6. INDEMNITY. To the extent permitted by applicable law and subject to the provisions of paragraph 2 hereof, Lessee hereby agrees to indemnify and hold Lessor harmless (on an after-tax basis) from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out or in any manner connected with, or resulting directly or indirectly from, the Equipment, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery, transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of the Equipment or with this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability, excluding any such Claims arising out of Lessor's gross negligence or willful misconduct.

7. ASSIGNMENT; STATUS OF LESSEE. Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim counterclaim or defense Lessee may have against Lessor or any person other than such assignee; Lessee agrees that any such setoffs, claims, counterclaims or defenses that Lessee may have against Lessor shall be asserted solely against Lessor. LESSEE SHALL NOT (a) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE, (b) ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT, or (c) unless Lessee shall have given Lessor no less than thirty (30) days' prior written notice, change its name or business address from that set forth above.

8. OWNERSHIP; LOCATION; USE AND MAINTENANCE. Lessee agrees that the Equipment is and shall remain personal property and shall not permit it to become attached to real property. Lessee shall not permit, suffer or allow any liens, charges or encumbrances to be placed on or levied against the Equipment and shall at all times keep the Equipment free and clear of all such liens, charges and encumbrances. Lessee shall not without prior written notice to Lessor, remove or allow any of the Equipment to be removed from the Equipment Location specified above (or alternatively, change the garage or base location with respect to vehicles or mobile equipment). Lessee will use the Equipment with due care and only for the purpose for which it is intended. Lessee will maintain the Equipment in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense, ordinary wear and tear excepted. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law, and shall not make other modifications or improvements to the Equipment without the prior written consent of Lessor. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become the property of Lessor and part of the Equipment for all purposes. Lessee shall, at any and all times during business hours and upon prior notice, grant Lessor free access or chaperoned access where requested to enter upon the premises wherein the Equipment shall be located or used and permit Lessor to inspect the Equipment and all applicable maintenance records. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

9. LOSS OR DAMAGE. No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly, within ten (10) days after demand by Lessor, pay Lessor from insurance proceeds and other legally available funds, an amount equal to Lessor's Loss with respect to such item of Equipment (as determined by Lessor based on the Total Cost of such Equipment). "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date plus (2) the Termination Value shown on the Termination Value Schedule attached hereto and made a part hereof. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the Basic Rental Payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus. Whenever the Equipment is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall deem necessary for compliance with paragraph 8 above. Proceeds of insurance shall be paid to Lessor with respect to such repairable damage to the Equipment and shall, at the election of Lessor, be applied either to the repair of the Equipment by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

10. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance (including bodily injury and property damage) with a minimum \$1 million combined single limit per occurrence and (b) all-risk physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement cost of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as (i) loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder is \$1 million or less, or (ii) lender loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder exceeds \$1 million. Lessee shall deliver to Lessor, annually and upon renewal or replacement of any insurance required herein, evidence satisfactory to Lessor of the required insurance coverage. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

11. END OF TERM OPTIONS. Except as otherwise expressly set forth herein, at the expiration of the Initial Term of the Lease or expiration of any renewal term, and, provided that the Lease has not been terminated by Lessor and further provided that no Event of Default under the Lease has occurred and is continuing, Lessee may if it has given at least 90 but not more than 120 days prior written notice to Lessor prior to expiration of the Lease term, exercise one of the following options:

(a) purchase all but not less than all of the Equipment for a purchase price equal to the then Fair Market Value of the Equipment. "Fair Market Value" of the Equipment for purposes of this paragraph shall be an amount determined according to the following procedure. Upon receipt of Lessee's notice of election to purchase the Equipment, Lessee and Lessor will attempt to agree on an amount during the next 30 days, and the amount so agreed upon shall be the Fair Market Value. In the event Lessor and Lessee cannot agree on an amount during such 30-day period, then each party shall choose an independent appraiser accredited by the American Society of Appraisers or another organization acceptable to Lessor, and the two appraisers shall each determine the fair market value of the Equipment in place and ready to use in a manner as originally designed and intended, on the basis of an arm's-length sale of Equipment that is installed and fully operational between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller under no compulsion to sell and assuming that, as of the date of the determination, the Equipment is in the condition required by the Lease, including any Return and Maintenance Provisions Addendum (whether or not it is actually in such condition). The average of the amounts determined by the two appraisers shall be the Fair Market Value. Each party shall pay the expenses of the appraiser it chooses; or

(b) renew the Lease with respect to all but not less than all of the Equipment at the expiration of the Initial Term of the Lease for the then Fair Market Rental Value of the Equipment and for a term to be agreed upon by Lessee and Lessor. Upon expiration of the

renewal term Lessee shall either purchase the Equipment pursuant to clause (a) above or return the Equipment in accordance with clause (c) below. "Fair Market Rental Value" of the Equipment for purposes of this paragraph shall be an amount determined according to the following procedure. Upon receipt of Lessee's notice of election to renew the Lease, Lessee and Lessor will attempt to agree on an amount during the next 30 days, and the amount so agreed upon shall be the Fair Market Rental Value. In the event Lessor and Lessee cannot agree on an amount during such 30-day period, then each party shall choose an independent appraiser accredited by the American Society of Appraisers or another organization acceptable to Lessor, and the two appraisers shall each determine the fair market rental value of the Equipment in place and ready to use in a manner as originally designed and intended on the basis of an arm's-length transaction between an informed and willing lessor of Equipment that is installed and fully operational and an informed and willing lessee under no compulsion to lease and assuming that, as of the date of the determination, the Equipment is in the condition required by the Lease, including any Return and Maintenance Provisions Addendum (whether or not it is actually in such condition). The average of the amounts determined by the two appraisers shall be the Fair Market Rental Value. Each party shall pay the expenses of the appraiser it chooses.

(c) The exercise of either option described in clause (a) or (b) above shall be irrevocable.

(d) In the event that Lessee fails to timely give written notice electing to exercise the option to purchase as described in clause (a) or electing to exercise the option to renew as set forth in clause (b), then the Lessee's leasehold rights shall terminate and Lessee shall return the Equipment to and in the manner designated by Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted, and in compliance with any additional return conditions set forth in an addendum hereto, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such return.

If on account of casualty or otherwise less than all of the Equipment is subject to the Lease at the expiration of the Initial Term of the Lease, then the purchase price under clause (a) above or the renewal rent in clause (b) above shall be computed with reference only to the items of Equipment then subject to the Lease.

If Lessee should give timely notice of election to purchase the Equipment as provided in this paragraph 11 and fail to make timely payment of the purchase price, then Lessor may in its sole discretion, by written notice to Lessee, treat the Equipment as purchased and enforce payment of the purchase price, or declare a failure to meet the conditions of purchase whereupon the interest of Lessee in the Lease and the Equipment shall terminate automatically.

Following Lessor's receipt of the purchase price for the Equipment and upon request by Lessee, Lessor will deliver a bill of sale transferring the Equipment to Lessee. Lessor hereby warrants that at the time of transfer the Equipment will be free of all security interests and other liens created by or arising through Lessor. LESSOR MAKES NO OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE

THE EQUIPMENT. Lessee agrees to pay all sales and use taxes arising on account of any sale of the Equipment upon exercise of the purchase option.

12. ADDITIONAL ACTION. Lessee will promptly execute and deliver to Lessor such further documents, take such further action, and provide such information as Lessor may reasonably request in order to carry out more effectively the intent and purpose of this Lease, and/or comply with laws or regulations applicable to Lessor, Lessee, and/or the transaction evidenced by this Lease. Lessee will pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) any title and lien searches with respect to this Lease and the Equipment, and (b) any documentary stamp taxes relating to the Lease, subject, however, to the provisions of paragraph 2 hereof. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor.

13. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay within ten (10) days of when due any installment of basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for ten (10) days following written notice thereof by Lessor to Lessee; (d) Lessee shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; or (e) Lessee shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising.

14. REMEDIES. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 13(d), an amount equal to the basic rental payments and other amounts due under this Lease during Lessee's then current fiscal period shall automatically become and be immediately due and payable without notice or demand of any kind. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

(a) Lessor may, by written notice to Lessee, terminate this Lease as to any or all of the Equipment subject hereto and declare an amount equal to all basic rental payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under such Lease to the end of Lessee's then current fiscal period to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice.

(b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease.

(c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine and continue to hold Lessee liable for the difference between (i) the basic rental payments and other amounts payable by Lessee pursuant to this Lease to the end of the Lessee's then current fiscal period, and (ii) the net proceeds of any such sale or lease (after deducting all expenses of Lessor in exercising its remedies under this Lease), subject, however to the provisions of paragraph 2 hereof.

(d) To the extent permitted by applicable law and subject to the provisions of paragraph 2 hereof, Lessor may recover interest on any amount recoverable under this paragraph 14 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by applicable law.

(e) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment, subject, however, to the provisions of paragraph 2 hereof. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines.

No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

15. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net lease and, except as expressly provided in paragraph 2 hereof, Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is unconditional and irrevocable and shall be paid without any abatement, reduction, setoff or defense of any kind. This Lease cannot be canceled, prepaid or terminated except as expressly provided herein .

16. NON-WAIVER. No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a Lessee by Article 2A-508 through 2A-522 of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel this Lease; (ii) repudiate this Lease; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breaches of warranty or for any other reason; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under this Lease; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease Equipment in substitution of Equipment identified to this Lease; (x) recover any general, special, incidental, or consequential damages, for any reason whatsoever; and (xi) specific performance, replevin, detinue, sequestration, claim, delivery or the like for any Equipment identified to this Lease.

17. REPRESENTATIONS AND AGREEMENTS. Lessee hereby represents and agrees to the best of Lessee's knowledge and belief that (a) effective on the date on which Lessee executes this Lease: (i) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Lease and to perform all of its obligations hereunder; (ii) the execution and delivery of this Lease and the performance of Lessee's obligations hereunder have been duly authorized by all necessary action on the part of the Lessee and are not in contravention of, and will not violate any judgment, order, law or regulation applicable to Lessee or result in a breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (iii) the person signing the Lease on behalf of Lessee is duly authorized; (iv) all requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease; (v) Lessee has obtained all other approvals and consents as are necessary to consummate this Lease; (vi) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (vii) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (viii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person; (ix) there are no suits pending or threatened against Lessee which, if decided adversely, might materially adversely affect Lessee's financial condition, the value, utility or remaining useful life of the Equipment, the rights intended to be afforded to Lessor hereunder or the ability of Lessee to perform its obligations under this Lease or any document delivered in connection with this Lease; (b) Lessee authorizes Lessor to pay the Total Cost as set forth on the first page of this Lease directly to the seller of the Equipment to the extent of the unpaid balance of the purchase price; and (c) Lessee shall (i) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; and (ii) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Equipment as Lessor shall reasonably request.

18. MISCELLANEOUS. This Lease constitutes the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Notwithstanding anything to the contrary contained herein, if any rate of interest, late fee or any other charges or fees due hereunder are determined by a court of competent jurisdiction to be usurious, then said interest rate, fees and/or charges shall be reduced to the maximum amount permissible under applicable law and any such excess amounts shall be applied towards the Lessee's obligations hereunder. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to effect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in this Lease, the obligations of each shall be joint and several. Lessee's obligations under paragraphs 5, 6, 11 and 14 shall survive termination or expiration of this Lease. Any written notice hereunder

to Lessee or Lessor shall be deemed to have been given when delivered personally or deposited with a recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth on the first page of this Lease or at such other address as may be last known to the sender. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Lease (a "Counterpart") as the binding and effective record of this Lease whether or not an ink signed copy hereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record hereof, the Counterpart acknowledged in writing above by Lessor shall constitute the record hereof. Lessee represents to Lessor that the signature that appears on the Counterpart that is transmitted by Lessee to Lessor in any manner described above is intended by Lessee to authenticate the Counterpart notwithstanding that such signature is electronic, facsimile or a reproduction and Lessee further agrees that such Counterpart received by Lessor, shall, when acknowledged in writing by Lessor, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart as the binding and effective record hereof only such Counterpart acknowledged in writing above by Lessor shall be marked "Original" and to the extent that this Lease constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's ink signed acknowledgement and is marked "Original." This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state of Florida. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER UNDER OR IN CONNECTION WITH THIS LEASE.

Addendum to Equipment Lease

Return and Maintenance Provisions

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

WELLS
FARGO

Wells Fargo Equipment Finance, Inc. ("Lessor") and Hillsborough County Aviation Authority ("Lessee") hereby amend Equipment Lease No. 0008638-000 dated as of December 23, 2021 by adding the following:

In addition to, but not in substitution for, the return and maintenance provisions contained in the Equipment Lease, Lessee agrees to comply with the following maintenance provisions during the Term of the Lease and upon return of the Equipment to Lessor:

Maintenance & Repair:

- a. Lessee at all times will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty.
- b. Lessee will use only original manufacturer's approved replacement parts and components in the performance of any maintenance and repair of the Vehicle.
- c. Lessee will maintain current maintenance and repair records for the Vehicle in a useable manner and give to Lessor upon return of the Vehicle.
- d. Lessee will at all times maintain the Vehicle in good operational condition and appearance and cannot discriminate such maintenance between owned or leased Vehicle.

Return Condition:

- a. The Equipment will be in a condition whereby they can be put into revenue service at the original designated function and capacity. Mileage is limited to 36,000 annual miles. An excess use fee of \$.50 per mile will be charged for use exceeding this limit.
- b. All tires will be matched by generic type and tread design as when originally delivered, free of cracks, cuts or rips, and with a minimum of 50% new tire tread remaining.
- c. All air and fluid lines will be free of any leaks, cuts and cracks and the controls will operate as designed.
- d. The engine will operate to manufacturer's original specifications, will meet current smoke emission standards and will be free of any fluid leaks.
- e. The transmission, clutches and drive train will function properly with no slipping or grabbing.
- f. Brakes will hold the Vehicle as specified by original manufacturer without fading. No heat discoloration or warpage on brake cylinders, disks, wheels or pads, and brakes will have 50% of new pads or shoes thickness remaining.
- g. Radiator and cooling system will be free of leaks, punctures or holes and be able to maintain the Trucks in normal operating temperature range as specified by the original manufacturer.
- h. All shocks, springs, air ride suspension and coils will be in good operating condition.
- i. All glass will be free of cracks, chips and intact and operational as originally designed.
- j. The body will be free of damage and paint will be in good condition.
- k. Lessee logos or identification will be removed in a workmanlike manner so as to not detract from the overall paint and appearance of the coach.
- l. The interior will be in good and clean condition. All electronics including radios, Sound Systems, TVs, VCRs, DVDs, GPS, etc., will be present and functional. There will be no offensive odors.
- m. The Lessee will return the Equipment at their own expense to a point, designated in writing, by the Lessor.

In the event of a conflict between the terms of this Addendum and the Equipment Lease, the terms of this Addendum shall control. Capitalized terms used herein, which are not otherwise defined, shall have the meanings given to them in the Equipment Lease referenced above.

Except as modified herein the terms and conditions of the Lease remain the same and continue in full force and effect.

Lessor: Wells Fargo Equipment Finance, Inc.

Lessee: Hillsborough County Aviation
Authority

By

By

Title

Title

THIS ADDENDUM INCLUDES THE TERMS ON THE ATTACHED PAGE(S).



Termination Value Schedule

Wells Fargo Equipment Finance, Inc. | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Contract Number 0008638-000 dated as of December 23, 2021

Lessee: **Hillsborough County Aviation Authority**

Date	Period	Termination Value
Feb-22	1	\$797,011.10
Mar-22	2	\$784,591.58
Apr-22	3	\$772,122.65
May-22	4	\$759,630.12
Jun-22	5	\$747,086.73
Jul-22	6	\$734,493.56
Aug-22	7	\$721,876.44
Sep-22	8	\$709,208.11
Oct-22	9	\$696,489.62
Nov-22	10	\$683,746.83
Dec-22	11	\$670,952.47
Jan-23	12	\$658,107.56
Feb-23	13	\$645,238.00
Mar-23	14	\$632,316.50
Apr-23	15	\$619,343.87
May-23	16	\$606,339.85
Jun-23	17	\$593,283.51
Jul-23	18	\$580,175.63
Aug-23	19	\$567,035.99
Sep-23	20	\$553,843.63
Oct-23	21	\$540,599.32
Nov-23	22	\$527,322.88
Dec-23	23	\$513,993.31
Jan-24	24	\$500,611.39

Feb-24	25	\$487,196.95
Mar-24	26	\$473,728.98
Apr-24	27	\$460,208.25
May-24	28	\$446,654.60
Jun-24	29	\$433,047.03
Jul-24	30	\$419,386.27
Aug-24	31	\$405,692.20
Sep-24	32	\$391,943.81
Oct-24	33	\$378,141.81
Nov-24	34	\$364,306.10
Dec-24	35	\$350,415.66
Jan-25	36	\$336,471.18
Feb-25	37	\$322,492.60
Mar-25	38	\$308,458.87
Apr-25	39	\$294,370.67
May-25	40	\$280,247.97
Jun-25	41	\$266,069.70
Jul-25	42	\$251,836.53
Aug-25	43	\$237,568.46
Sep-25	44	\$223,244.39
Oct-25	45	\$208,864.99
Nov-25	46	\$194,450.26
Dec-25	47	\$179,979.13
Jan-26	48	\$165,452.22
Feb-26	48	\$153,000.00

This schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement schedule to Lessee. This schedule does not include prepayment terms.

Lessee: Hillsborough County Aviation Authority

By _____

Print Name and Title _____

Verification of Information



Wells Fargo Equipment Finance, Inc. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

Contract Number 0008638-000 dated as of December 23, 2021

Federal Tax ID # _____

Email Address: _____ Documentation Contact Name: _____

Principal Place of Business Address: 4100 George J. Bean Parkway, Tampa, FL 33622

- The address stated above is correct. Change the address as stated below.

Street _____ City _____

State _____ Zip Code _____

Billing Address: 4100 George J. Bean Parkway, Tampa, FL 33622

- The billing address stated above is correct OR Change the billing address as stated below:

Street _____ City _____

State _____ Zip Code _____

Equipment Location: 4100 George J. Bean Parkway, Tampa, FL 33622

- The equipment will be located at the Equipment Location stated above or at the address shown on the attached Schedule A.

Indicate **County** the equipment is located in _____; or

- The equipment will be located at:

Street _____ City _____

State _____ County _____ Zip Code _____

(If multiple locations, attach a list of equipment by City, State, and County indicating where each piece of equipment is located.)

Sales/Use Tax: (check one)

- Subject to sales and use tax. **(Tax will be charged based on the type of equipment and on the state in which the equipment is located.); or**

- Exempt from sales and use tax, for the following reason: _____

(YOU MUST REMIT A VALID EXEMPTION CERTIFICATE PRIOR TO FUNDING).

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment, if other than a titled vehicle. Please report any equipment that is a taxable vehicle with other property you own.

Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.

Customer: Hillsborough County Aviation Authority

By _____

Print Name and Title

Pay Proceeds



Wells Fargo Equipment Finance, Inc. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

In reference to Contract Number 0008638-000 dated as of December 23, 2021, Wells Fargo Equipment Finance, Inc. is irrevocably instructed to disburse payment as follows:

Payee	Item	Amount
Creative Bus Sales, Inc.	Invoice Numbers: _____	\$749,030.00

TOTAL FINANCED **\$749,030.00**

Dated: _____

Hillsborough County Aviation Authority

By _____

Print Name and Title

Delivery and Acceptance Certificate



Wells Fargo Equipment Finance, Inc. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

Governmental Equipment Lease dated as of December 23, 2021

Name and Address of Lessee:
Hillsborough County Aviation Authority
4100 George J. Bean Parkway
Tampa, FL 33622

Equipment Description: Five (5) New 2021 Starcraft Allstar XL Shuttle Buses - VIN's 5WEEZC8M6MH172185, 5WEEZC8M8MH172186, 5WEEZC8M3MH172189, 5WEEZC8MXMH172190, 5WEEZC8M1MH172191

Equipment Location: 4100 George J. Bean Parkway, Tampa, FL 33622

Delivery and Acceptance Certification:

I am duly qualified and acting as the officer identified below of Lessee; and, with respect to the Governmental Equipment Lease identified above (collectively, the "Lease"), by and between Lessee and Wells Fargo Equipment Finance, Inc. ("Lessor"), certify that:

1. The equipment described in the Lease (the "Equipment") has been delivered and installed in accordance with Lessee's specifications and has been accepted by Lessee.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all rent payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all rent payments due and payable during such current fiscal year.
3. During the Lease term the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make rent payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Delivery and Acceptance Date: _____

Lessee: Hillsborough County Aviation Authority

By

Print Name and Title

Insurance

Wells Fargo Equipment Finance, Inc. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415



Contract Number 0008638-000 dated as of December 23, 2021

*****VERIFICATION OF INSURANCE COVERAGE MUST BE COMPLETED PRIOR TO FUNDING/CLOSING*****

Contact your agent to have a certificate of insurance sent to the attention of Diane Kaiser at diane.l.kaiser@wellsfargo.com or fax number 877-542-4813.

Name and Address of Lessee:

**Hillsborough County Aviation Authority
4100 George J. Bean Parkway
Tampa, FL 33622**

Equipment Description: **Equipment Description: Five (5) New 2021 Starcraft Allstar XL Shuttle Buses - VIN's 5WEEZC8M6MH172185, 5WEEZC8M8MH172186, 5WEEZC8M3MH172189, 5WEEZC8MXMH172190, 5WEEZC8M1MH172191**

Equipment Location: **4100 George J. Bean Parkway, Tampa, FL 33622**

Please complete, sign, and return this form along with your lease documents. In accordance with the provisions of your lease, insurance coverage is required as follows:

- 1. PHYSICAL DAMAGE INSURANCE** is required against the loss, theft of or damage to the equipment.
 - The minimum amount of coverage required is **\$749,030.00**
 - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as **Loss Payee**.
 - The amount of the deductible must be stated on the certificate of insurance.
- 2. AUTO LIABILITY INSURANCE** is required for bodily injury and property damage.
 - The minimum amount of coverage required is **\$1,000,000.00** combined single limit per occurrence.
 - Wells Fargo Equipment Finance, Inc., its successors and assigns ("Lessor"), must be named as an **Additional Insured**.
- The Physical Damage and Auto policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.
- The Policy may be canceled at any time by either Insurer or Lessee according to its provisions, but in any such case the Policy shall continue in full force and effect for the exclusive benefit of Lessor for ten days after written notice to Lessor of such cancellation and shall then cease.
- The Underwriter/Carrier of the policy must have an AM Best Rating of A- or higher.
- Reference **Contract Number 0008638-000** on all policies.

LESSEE TO COMPLETE THE FOLLOWING:

Physical Damage and Auto Liability Insurance

Insurance Company _____ Policy Number _____ Deductible _____

Agency Name _____ Agent Name _____

Email Address _____ Phone Number _____ Fax Number _____

By signing below Lessee hereby authorizes its agent to adjust its insurance coverage to comply with the above requirements and to forward a certificate of insurance evidencing such coverage to Lessor.

Acknowledged and Agreed:

Lessee: Hillsborough County Aviation Authority

By _____

Print Name and Title

Titled Equipment Agreement and Acknowledgement



Wells Fargo Equipment Finance, Inc. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

Contract Number 0008638-000 dated as of December 23, 2021

Name and Address of Customer:
Hillsborough County Aviation Authority
4100 George J. Bean Parkway
Tampa, FL 33622

Equipment Description: Five (5) New 2021 Starcraft Allstar XL Shuttle Buses - VIN's 5WEEZC8M6MH172185, 5WEEZC8M8MH172186, 5WEEZC8M3MH172189, 5WEEZC8MXMH172190, 5WEEZC8M1MH172191

The Equipment must be titled as follows:

Owner Name & Address:

Wells Fargo Equipment Finance, Inc.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

PLEASE NOTE: The legal name of the Customer must be used on all title applications or documentation submitted to the State for titling purposes. AS AN EXCEPTION, the title may include the doing business as ("DBA") or trade name. If the DBA or trade name is to be listed on the certificate of title, the legal name must appear first followed by the DBA name or trade name (i.e. John Doe dba John Doe's Trucking).

In addition, Co-Borrowers' certificate(s) of title must include both Borrowers' names as Owners with the word "AND" between their names. The word "OR" is unacceptable and must be corrected at the Titling Party's expense.

Party Responsible for Titling:

- Customer will personally submit title work to state for processing
- Dealer will submit title work to state for processing
- Titling agency or other third party will submit title work to state for processing

Contact information for Titling Party:

Name _____

Street _____

City _____ State _____ Zip Code _____

Phone: _____ Fax: _____ Email Address: _____

By signing below, I agree (1) to title the Equipment as set forth above; (2) that even if not personally submitting the title work to state, I am responsible for ensuring that the Titling Party designated above will apply for title(s) immediately upon disbursement of funds; (3) I have confirmed that the current party holding the original title(s) or Certificate(s) of Origin for the titled equipment referenced above will deliver them to my designated Titling Party immediately upon funding; and (4) Titling Party agrees to send a copy of the processed title application receipt as endorsed by the applicable State to the address set forth below within thirty business days of funds being disbursed:

Wells Fargo Equipment Finance, Inc.
Attn: Title Administration Dept.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

Customer: Hillsborough County Aviation Authority

By _____

Print Name and Title _____

Invoice

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Wells Fargo Equipment Finance, Inc. | 600 S 4TH ST | MAC N9300-100 | MINNEAPOLIS, MN 55415

To: Hillsborough County Aviation Authority
4100 George J. Bean Parkway
Tampa, FL 33622

DATE OF INVOICE: December 23, 2021

Takedown T3-3761808931 / - DUE IN ADVANCE

CONTRACT NO.	DESCRIPTION	CONTRACT PAYMENT	SALES/USE TAX	OTHER CHARGES	AMOUNT DUE
0008638-000	Advance Payment	21,175.00			\$15,108.38
	Florida Documentary Tax			\$2,450.00	\$2,450.00
	Documentation Fee			\$350.00	\$350.00
TOTAL DUE					\$17,908.38

WIRE TO:

ABA#: 121000248
Swift Code: WFBIUS6S
Bank Name: Wells Fargo Bank, N.A.
Account#: 0000010313
Account Name: Wells Fargo Equipment Finance, Inc.
Phone Advise: WFEF Customer Service 1-866-726-4714

REMIT TO:

Wells Fargo Equipment Finance, Inc.
600 South 4th Street
MAC N9300-100
Minneapolis, MN 55415

Exhibit B
Manufacturer's Warranties

The Manufacturer's Warranties shall accrue to the benefit of the Authority. The Manufacturer's Warranties referenced herein shall be in addition to any contractual remedies set forth in this Contract, and in addition to any and all other statutory remedies or warranties imposed on the Company for the benefit of the Authority.

STARCRAFT COMMERCIAL BUS WARRANTY

NOTICE

Please return the warranty registration card to register the warranty with STARCRAFT BUS so that Starcraft Bus may record your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty card for you to sign. If you do not remember signing a STARCRAFT BUS warranty card at the time of delivery, please contact your dealer.

1. Who Warrants the product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: STARCRAFT BUS, Division of Forest River, Inc., hereinafter referred to as STARCRAFT BUS, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the STARCRAFT BUS Customer Service Dept., Goshen, Indiana 46528.

2. Who Is Covered

STARCRAFT BUS, the warrantor, extends this limited warranty to the original owner of the vehicle during the WARRANTY PERIOD.

3. What Is Covered

STARCRAFT BUS, your warrantor, extends the following limited warranty to you, which limited warranty covers your conversion only as to material defects in all materials and workmanship supplied by or performed by STARCRAFT BUS.

4. Warranty Period

The STARCRAFT BUS limited warranty is for a period of one (1) year from the date of first delivery or 12,000 miles for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT, whichever occurs first, except for other coverages listed under "Other Warranties that may Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT.

Custom paint and/or tape application, if performed by STARCRAFT BUS, is warranted to be free of substantial defects in workmanship and materials provided by STARCRAFT BUS for one (1) year (12 months) from date of original purchase.

6. Other Warranties That May Apply

STARCRAFT BUS does not warrant the base vehicle itself. The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are covered by a separate warranty offered by the manufacturer of the vehicle and administered by the manufacturer's authorized dealers. The tire manufacturer separately warrants tires. Examples of other manufacturer warranties, which may include the following, but not limited to:

- Electrical Components
- Air Conditioning and Heater(s)
- Wheelchair Restraints and Wheelchair Lifts

For a complete list of items and their respective warrantor, please contact Starcraft Bus Customer Service Department.

7. Owner's Responsibility

Proper maintenance and cleaning of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by the warranty.

8. Exclusions and Limitations

Damage caused by abuse, misuse, neglect, failure to observe reasonable and required maintenance practices, acid rain, accidents, natural disasters, acts of war and normal wear and tear and facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the STARCRAFT BUS warranty.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

STARCRAFT BUS does not cover accessories covered by their own manufacturer's warranties. Those items listed in paragraph 6 above are not covered or warranted by STARCRAFT BUS.

Replacement parts provided under terms of the warranty will whenever possible, match original equipment. When necessary, STARCRAFT BUS will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the STARCRAFT BUS warranty. In addition, USING THIS VEHICLE TO TOW ANOTHER VEHICLE IS PROHIBITED AND MAY VOID WARRANTY. Contact STARCRAFT BUS Customer Service before you make any changes.

9. Recovery Limitations

NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT. These limitations include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How to get warranty service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by STARCRAFT BUS. Have the dealership contact Starcraft bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact STARCRAFT BUS Customer Service Department (see address and telephone numbers below) for the name of a STARCRAFT BUS dealer nearest you. Your claim must be made within 30 days of the discovery of the defect. Based on the determination of STARCRAFT BUS, and subject to the terms of the warranty, the warranty repair work will be authorized by STARCRAFT BUS.

All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

The best place to obtain warranty service is at the dealership where you originally purchased your bus. If the dealership can not perform the service work, they should call STARCRAFT BUS Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact STARCRAFT BUS Customer Service Department (address below) for the name and location of a STARCRAFT BUS dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the STARCRAFT BUS Customer Service Department (see address below). If a dispute about warranty service arises between STARCRAFT BUS and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by STARCRAFT BUS, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against STARCRAFT BUS and STARCRAFT BUS fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by STARCRAFT BUS. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of STARCRAFT BUS.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 800.348.7440
Fax: 574.642.4853



OBTAINING SERVICE

Return this vehicle to any IC Bus Dealer authorized to service this model vehicle and engine.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed In writing by the seller.

Remedies Under State or Provincial Law: Any suit for breach of this Limited Warranty must be initiated within one year after breach. Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following: I have read this Warranty Brochure and fully understand the warranty coverage, and the limitations and exclusions. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

_____	_____		
Customer Signature	Date		
_____	_____	_____	_____
Owner's Address	City	State/Prov	Postal Code
_____	_____	_____	_____
Bus Model	Vehicle Identification Number		
_____	_____		
Engine Number	Engine Serial Number		
_____	_____		
Date Delivered to User (DTU)	Odometer Reading at Delivery		
_____	_____		

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new IC Bus™ brand vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services. Any provisions of this Limited Warranty that are prohibited or not enforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or non-enforceability without invalidating the remaining provisions hereof, and any such prohibition or non-enforceability in any jurisdiction shall not invalidate or render non-enforceable any such provisions in any other jurisdiction. All claims under this Limited Warranty must be submitted in writing to an authorized IC Bus dealer within the warranty period as stated herein. If you have questions regarding this Limited Warranty, contact IC Bus Dealer. To locate nearest dealer, visit the IC Bus website, www.ICBus.com.

EFFECTIVE WITH VEHICLES BUILT JANUARY 02, 2018 OR LATER

LIMITED WARRANTY FOR BUS MODELS TC SERIES (PC515)

Integrated Cut Away Bus ID)

IC Bus, LLC warrants to the original purchaser (the "Purchaser") that IC Bus, LLC brand buses and component parts thereof are, at the time of purchase, free from defects in material and workmanship and will remain free from such defects under normal use after delivery to the Purchaser as provided herein. Warranty shall begin at the time of delivery unless otherwise approved by IC Bus, LLC. The delivery limitations as set forth herein shall run from the date of delivery to the Purchaser in the United States of America and Canada. The remedy available under this Limited Warranty is non-cumulative in nature and is limited to repair or replacement at IC Bus, LLC option of the bus or component parts thereof that are returned to locations approved by IC Bus, LLC transportation charges prepaid, and which IC Bus, LLC examination disclosed to its satisfaction to be defective. IC Bus, LLC, at its option, will repair or replace any part of this vehicle which proves defective in material and/or workmanship in normal use and service, with new or ReNEWed parts, for the first 12 months or unlimited miles, from new vehicle delivery date, regardless of distance traveled. Exceptions are listed below under *What Is Not Covered*.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local IC Bus Dealer for name and address change information.

COMPONENT COVERAGE

The components described below are given additional warranty coverage of variable time periods and distance traveled limitations, as shown in the *Warranty Coverage Schedule*.

1. Frame Side Rails and crossmembers
2. Cab/Cowl Structure. The Cab/Cowl is warranted against perforation due to corrosion, except for perforation caused by industrial chemicals and/or corrosion caused by use in a corrosive industrial environment.
3. Navistar Diesel Engine Coverage includes: Engine block, cylinder heads, internally lubricated components fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems
4. Spicer front & rear axles and propeller shaft, when used with Allison transmission; excluding brakes, wheel ends axle shafts, controls & attachments.

THE PROVISIONS HEREOF CONSTITUTE THE EXCLUSIVE AND COMPLETE WARRANTY BY IC BUS, LLC ON IC BUS™ BRAND BUSES AND COMPONENT PARTS THEREOF MANUFACTURED BY IT, OR APPROVED BUS BODY CONTRACT MANUFACTURERS AND IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES OF IC BUS, LLC WHETHER EXPRESS OR IMPLIED.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU (delivery to end user) to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km).



Items Covered	Months	Miles/Km (000)
BASIC VEHICLE COVERAGE		
Basic Vehicle Warranty	12	Unlimited
Towing (Non-Engine)	90 Days	Unlimited
BASIC CHASSIS / CAB COVERAGE		
Frame Side Rails	60	100/160
Cab/Cowl Structure	60	100/160
Cab/Cowl Perforation Corrosion	60	100/160
Brightwork, Chassis and Paint Corrosion (other than cab)	6	Unlimited
Cab Paint Delamination	60	100/160
ENGINE *		
+Cummins Engines, Contact Cummins		
DRIVETRAIN**		
Spicer - 3 Part Drivetrain (Front & Rear Axles, Propeller Shaft, When Used With Allison Transmission Only)	48	50/80
Meritor Axles	48	75/120
<p>* Emission Coverage: Refer to engine operator's manual for emission coverage. **Drivetrain:</p> <ul style="list-style-type: none"> Allison Transmissions products or Transynd lubricants and fluids are not covered under this warranty. For warranty information, see: www.allisontransmission.com/publications/ For specific Eaton/Fuller Warranty coverage, see supplier information: www.roadrangerwarranty.com For extended component warranty: www.roadranger.com/Roadranger/warranty/ExtendedWarranty/index.htm <p>For Eaton Hybrid system warranty: www.roadranger.com/Roadranger/warranty/ExtendedWarranty/Hybrid/index.htm</p>		
<u>WHAT IS NOT COVERED</u>		
<p>AFTER THE FIRST 90 DAYS FROM DELIVERY TO USER (DTU):</p> <ul style="list-style-type: none"> Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (vehicles with non-engine failures only). Adjustments (e.g., headlights, brake/clutch adjustments, steering system adjustments, coolant levels). <p>COMPONENTS / ITEMS:</p> <ul style="list-style-type: none"> Warranted by their respective manufacturers (e.g., non Navistar brand engines, tires & tubes, Allison Transmissions, lubricants, etc.) Bodies, equipment and accessories installed by other than authorized IC Bus employees at IC Bus manufacturing plants. Front and rear axle alignment. Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments. 		

WHAT IS NOT COVERED cont.

REPAIRS:

- Maintenance-related items/repairs or those as a result of normal wear and tear, including tune-ups, brake/clutch lining, windshield wiper blades, tire balancing, lubrication and other similar procedures/parts required to keep vehicle in good working condition.
- To any part of the vehicle subjected to misuse, negligence, improper maintenance, improper operation, or which are the result of an accident.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.

In which power train, propshaft and suspension sales guidelines (specifications) are not strictly adhered to by all owners and operators of this vehicle.

OTHER:

- Vehicles sold and/or operated outside the United States and Canada.
- Vehicles/components that have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
- Replacement of defective parts with parts other than those provided by IC Bus, LLC.

This warranty does not apply, or include coverage for defects attributable to the following:

- Damage resulting from: (i) misuse, abuse, accident, neglect, negligence, vandalism, fire, riot, war, or Acts of God;
- (ii) Structural or other modifications or alteration without prior express written authorization by IC Bus, LLC; (iii) Repair or attempted repair by unauthorized persons; (iv) Replacement of original components with substitutes without prior express written authorization by IC Bus, LLC; (v) Failure to perform routine preventative maintenance as customarily accepted within the industry or failure to provide proof of such preventative maintenance having been performed; (vi) Exposure to corrosives, contaminants, chemicals, salt, irradiation or atmospheric or environmental conditions; (vii) Usage or loading in excess of recommended capacities or in non-standard applications, including off-road.
- Fading or discoloration of paint, lettering or decals.

-Revised 4/1/2019

Telematics Data Disclosure

Your Navistar vehicle may include an activated telematics subscription service. By accepting this Limited Warranty you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Navistar, Inc. or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow Navistar to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out

Exhibit C
Schedule of Maintenance

Company will recommend to Authority a preferred company to provide preventative maintenance and repairs throughout the Term of this Contract. Company will provide a preventative maintenance plan.

- A. Preferred Preventative Maintenance/Repair Company
Sun State Bus

- B. Preventative Maintenance
 - 1. Preventative maintenance will be performed in accordance with Manufacturer's Warranties schedule and the schedule of maintenance included herein.

- C. Repairs
 - 1. Company will coordinate the pick-up and return of Bus(es) for off-site repairs at the sole cost and expense of Company.

All Buses taken off-site for repairs will be subject to inspection and acceptance by Authority or its Authorized Agent.



FOREST RIVER BUS

Maintenance Schedule

Intervals based on hours or miles, whichever comes first. Please refer to chassis Owner's Manual for additional information.

Inspection or Service Item		Inspect Daily	Inspect Weekly	350 hrs or 3000 mi	700 hrs or 6000 mi	1050 hrs or 9000 mi	1400 hrs or 12000 mi	1750 hrs or 15000 mi	2100 hrs or 18000 mi	2450 hrs or 21000 mi	2800 hrs or 24000 mi	3150 hrs or 27000 mi	3500 hrs or 30000 mi	3850 hrs or 33000 mi	4200 hrs or 36000 mi	
1. Interior	Modesty Panel - check for loose screws, other damage		X													
	Overhead Compartment Doors - check adjustment, other damage.		X													
	Roof Escape Hatch - check for damage and/or leaks.	X														
	Entry Door - check for proper operation and adjustment.		X													
	Rear Emergency Exit Door - check light and/or alarm and verify emergency exit open by simply pushing	X														
	Door seals - all - check for damage.	X														
	Floors - check for cuts, tears, lifted areas or frays		X													
	Destination sign (if equipped) - check for proper operation and adjustment.		X													
	Drivers Seat - check mounting and bolt tightness.			X			X			X				X		
	Windows - check operation egress and latches for wear or damage	X														
	Passenger Seats - check mounting and bolt tightness.						X			X				X		
	Passenger Seatbelts - verify belts are intact, tight and work properly	X														
	Grab Rails & Stanchions - check for proper mounting and bolt tightness.		X													
	Interior Trim - check for damage and/or missing hardware.		X													
	Interior Mirror(s) - check for damage or loose hardware.		X													
	Walls & Ceiling - inspect for small tears, excess wear and damages		X													
Overhead & Standing Luggage Racks - check for damage or loose hardware.							X		X				X			
Interior Caulk - check for any needed interior caulk repairs. Examples: step well, fuel fill, floor seams, etc.	X															
2. Exterior Body	Check Exterior Body Appearance - Walk Around Inspection - clean, evidence of damage.	X														
	Check exterior for any necessary caulk repairs. Examples: Front Cap, Rear Caps, Windows, Wheel Flares, etc.	X														
	Bumper Brackets and Mounting Bolts - check for damage and tightness.									X						
	Underbody Inspection - check for cracks on frame welds and crossmembers. Reapply when necessary.						X			X				X		
	Underbody Inspection - check for and remove any accumulations of Dirt and Road Salt. Reapply when necessary.			X			X			X				X		
	Fender Flares and Mud Flaps - check for damage and/or loose hardware.						X			X				X		
	Check Windshield Wipers and Washers for proper operation, condition of blades, fluid level.	X														
	Check Cooling System for proper fluid level, look for leaks, loose or damaged components.	X														
	Check all external lamps and reflectors for damage and proper operation.			X			X			X				X		
	Check Wheelchair Lift (if equipped) for damage and proper adjustment.		X													
3. Steering System	Check all fluid lines for damage and/or leaks.			X			X		X				X			
	Check Power Steering pump for looseness to engine.						X		X				X			
	Steering linkage, column and shaft, gear box - check for looseness, damage and wear.			X			X		X				X			
4. Exhaust System	Check entire Exhaust system for damage, loose hangers and leaks.			X		X		X		X			X		X	
	Inspect Heat Shield for looseness, rattles and damage.			X		X		X		X			X		X	



FOREST RIVER BUS

Maintenance Schedule

Intervals based on hours or miles, whichever comes first. Please refer to chassis Owner's Manual for additional information.

Inspection or Service Item		Inspect Daily	Inspect Weekly	350 hrs or 3000 mi	700 hrs or 6000 mi	1050 hrs or 9000 mi	1400 hrs or 12000 mi	1750 hrs or 15000 mi	2100 hrs or 18000 mi	2450 hrs or 21000 mi	2800 hrs or 24000 mi	3150 hrs or 27000 mi	3500 hrs or 30000 mi	3850 hrs or 33000 mi	4200 hrs or 36000 mi
5. Front Axle and Suspension	Check alignment and pivot points for wear.			X		X			X		X		X		X
	Check front shocks for leaks or worn bushings.					X			X		X		X		
	Check axle and mounting for any damage, looseness and worn parts.			X		X			X		X		X		
6. Rear Axle and Suspension	Check rear shocks for leaks or worn bushings.			X		X			X		X		X		
				X		X			X		X		X		
7. Transmission	Check exterior of transmission for fluid leaks			X		X			X		X		X		
	Check lines and fittings for leakage or looseness, and lubricate linkage			X		X			X		X		X		
	Check Transmission fluid level.	X													
8. Brakes	Check Master Cylinder fluid level	X													
	Check linings and drum/rotor condition. Inspect hoses and fittings.				X	X		X		X		X		X	X
9. Tires	Check tire pressure, including spare.			X		X			X		X		X		
	Inspect tires for cuts, bulges or other damage.			X		X			X		X		X		
	Rotate Tires							X					X		
	Check wheel studs and nuts for damage and proper torque. Inspect rims for damage.			X		X			X		X		X		
10. Fuel System	Check lines, tank for damage. Check for leakage and loose hardware.			X		X			X		X		X		
	Check for water in fuel (Diesel), dirt in filter.			X		X			X		X		X		
Inspect and replace fuel filter - See Chassis Owners Manual															
11. Drive Shaft	Check drive shaft guards for damage or broken welds.			X		X		X		X		X		X	X
	Inspect Drive Shaft for damage, looseness or other damage.							X					X		
12. Engine	Inspect cooling system for loose hose clamps, obstructions to radiator, leakage or other damage.			X		X			X		X		X		
	Inspect Air Filter for excessive dirt. Replace if needed.			X		X			X		X		X		
	Inspect engine cooling fan, belts, pulleys for damage or looseness. Repair/replace as needed.				X	X		X		X		X		X	X
Change Engine Oil and filter See Chassis Owner's Manual. Suggested Change Interval is 3000 miles.															
	Inspect engine mounts, exhaust manifolds for looseness or damage.							X					X		
13. Electrical	Inspect Battery for loose terminals, corrosion.					X					X				X
	Check all exterior lights for proper operation and damage.	X													
	Check all interior lights for proper operation and damage.	X													
	Check headlights for proper operation and aim.			X		X			X				X		
	Check wiring grounds for corrosion and looseness.			X		X			X				X		
	Check electrical panel for loose or damaged terminal connections.			X		X			X				X		
14. Dash and Rear Heater, A/C	Check all heater controls, including defroster for proper operation.	X													
	Inspect rear heater(s) for damage, leaks and obstructions.					X					X				X
Refer to Owners Manual from Chassis Mfg., or Air Conditioner Mfg. manual for A/C service information.															
15. Misc.	Check horn, hazard lights, back-up alarm for proper operation.	X													
	Cycle Wheelchair Lift through full cycle, check interlock.	X													
	Check engine oil, power steering fluid level, and parking brake operation.	X													

Note: Most operation of buses falls under Severe Usage in Chassis Owner's Manual due to urban stop-and-go type of use normally associated with this type of vehicle.

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval Chart Symbols Key

Symbol	Interval Definition
A	A interval: 10,000 miles (16,000 km) / 300 hours / 6 months
B	B interval: 20,000 miles (32,000 km) / 600 hours / 12 months

Lubrication and Maintenance Interval Chart Notes

NOTE 1: Use a hand-pumped grease gun for optimal grease distribution within the component joint.

NOTE 2: Lubricate Kingpin thrust washers with vehicle weight on tires. Kingpins and kingpin bushings must be lubricated with weight off of the wheels and tires.

NOTE 3: Certain services are performed at Special Intervals or in addition to A or B Service when the interval dictates.

Lubrication and Maintenance Interval: Bus – CE (Diesel)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
Pre-Trip Inspection	Pre-trip inspection Items listed in Section 2 – Check All		
Front Axle	Wheel Bearing-Oil Type – Check Level	A, B	
	Axle U-bolts – Retorque		At first 1,000 miles (1,600 km) then every 36,000 miles (58,000 km) thereafter
	Drag Link – Lubricate (1)	A, B	
	Kingpins and Bushings – Lubricate (1,2)	A, B	
	Shock Absorbers – Inspect	A, B	
	Suspension Fasteners / Components – Check	A, B	
	Tie Rod Ends – Lubricate (1)	A, B	
	Wheel Bearings – Check End-play	B	
	Wheel Bearing-Grease Type – Repack		30,000 (48,000) / – / 6
Wheel Bearing-Oil Type (including synthetic) – Change Oil		96,000 (60,000) / – / 6	

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval: Bus – CE (Diesel) (cont.)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
Electrical	ABS Sensors - Reseat	A, B	
	Alternator-Starter-Battery – Check	B	
	Electrical lines routing and clipping (lines are not tangled, crimped or pinched or rubbing against surfaces); not spliced or taped; insulation not cut, cracked, chafed or worn. – Inspect	B	
	Engine Start and Gauge / Warning Lights – Check	A, B	
	Instrument Readings Proper – Check	A, B	
	Power Distribution Center: Corrosion throughout case and on pins of fuses and breakers – Inspect	B	
Steering	Power Steering Filter – Replace		500,000 (800,000) / 1,500 / 60
	Power Steering Fluid – Change		40,000 (64,000) / – / 12
	Power Steering Fluid – Check Level	A, B	
	Steering Gear – Lubricate	A, B	ATTN: Install grease slowly at low pressure. Power grease guns may blow out seals.
	Steering Intermediate Shaft U-Joints / Slip Joint – Lubricate	A, B	
	Steering System – Check Tightness	A, B	
	Steering Intermediate Shaft U-Joints – Retorque		60,000 (96,000) / 1,500 / 24
Drive Shaft SPL	U-Joints – Lubricate; Slip Joint Boot – Inspect	B	
Drive Shaft Non-booted Slip Joint	U-Joints and Slip Joint – Lubricate		5,000 (8,000) / – / 3

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval: Bus – CE (Diesel) (cont.)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
Brakes – Air	Air Compressor Discharge Line – Check blockage		50,000 (80,000) / 1,500 / 24
	Air Dryer Desiccant – Replace		AD-9 Model: 250,000 miles (400,000 km) / – / 24 Other Models: 125,000 miles (200,000 km) / – / 12
	Air Dryer Heater & Purge Valve – Check		AD-IP: 12; AD-9: 24
	Air Tanks (all) – Drain Water	A, B	
	Air Wet Tank – Drain Water	A, B	
	Brake Chamber Rod Travel – Check	A, B	
	Governor Cut-in / Cut-out Pressure – Check	A, B	
	Low Air Pressure Warning Alarm – Check	A, B	
	Parking Brake Operation – Check	A, B	
	Rotors / Drums, Calipers, Chambers, Hoses, etc – Check for wear / damage	A, B	
	S-Cam Bushings – Lubricate	A, B	
	Service Brakes Operation – Check	A, B	
	Shoes – Check for wear and drag	A, B	

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval: Bus – CE (Diesel) (cont.)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
Brakes – Hydraulic	Brake Pedal Holds Pressure – Check	A, B	
	Discs, Calipers, Lines, etc – Check for wear / damage	A, B	
	Hydraulic Brake Fluid – Change		Every 2 years from the date of manufacturing
	Master Cylinder Cap – Check Vent for Obstruction NOTE: If obstruction is observed, replace cap.	A, B	
	Master Cylinder – Check Fluid Level	A, B	
	Parking Brake Cable – Check condition	A, B	
	Parking Brake Operation – Check	A, B	
	Power Steering – Check	A, B	
	Service Brakes Operation – Check	A, B	
Cooling System	Coolant – Check Level	A, B	
	Coolant Filter (if equipped) – Replace		150,000 (241,000) / 6,000 / 30
	Extended Life Coolant – Add Extender	Refer to Engine Operation and Maintenance Manual	
	Extended Life Coolant – Replace		
	Fan Blade / Shroud – Check Damage / Contact	A, B	
	Fan Clutch – Check	A, B	
	Radiator & Charge Air Cooler (CAC) Fins – Check for Blockage	A, B	

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval: Bus – CE (Diesel) (cont.)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
Engine	NOTE: For vehicles equipped with Cummins® B engines, refer to Cummins QuickServe® Online, your Cummins Engine Operation Manual, or contact a certified Cummins repair location for specific engine maintenance intervals, capacities, and instructions.		
	Air Filter – Check Restriction	Refer to Engine Operation and Maintenance Manual .	
	Air Filter – Replace		
	Air Induction System – Check looseness / leaks		
	Engine Oil Level – Inspect		
	Engine Oil and Filter(s) – Replace		
	Fan Belt – Inspect		
	Fan Belt Auto Tensioner – Inspect		
	Fuel Filter – Drain Sediment Bowl (I-6 only)		
	Fuel Filter – Drain Separated Water		
	Fuel Filter – Replace		
	Valve Lash Adjustment (I-6 only)		
Fuel Tank	Fuel Sender, Hose Connections – Check for loose connectors		
	Fuel Tank(s) – Drain and flush		12 months
	Fuel Tank – Drain Water	B	
Exhaust System	Diesel Exhaust Fluid (DEF) Supply Module Filter – Replace	200,000 (322,000) or 6,500 hours	
	Diesel Particulate Filter (DPF) – Service	Refer to Engine Operation and Maintenance Manual .	
	Pipes / Diesel Oxidation Catalyst / Diesel Particulate Filter / Muffler – Inspect for leakage / looseness	A, B	

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval: Bus – CE (Diesel) (cont.)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
Transmission	Automatic Trans Fluid – Check Level	A, B	
	Automatic Trans Fluid Filter(s) – Replace		Allison 1000 PTS – Spin-On Control Main filter with any fluid, first 5,000(8,000) / – / – With mixed conventional and Synthetic Trans fluid for Main or Lube / Aux filter – every 50,000 (80,000) / – / 24 With Synthetic Trans fluid only for Main or Lube / Aux filter – every 50,000 (80,000) / – / 24 Allison 2000 – controls filter with any fluid type At first 5,000 (8,000) / 200 / – and then every 50,000 (80,000) / – / 24 thereafter Allison MD Main Filter with any fluid type At first 5,000 (8,000) / 200 / – and then regular interval thereafter
	Automatic Trans Fluid Filter(s) – Replace (Continued)		Allison MD Main Filter and Lube Filter with conventional or conventional / synthetic mixed fluid every 25,000 (40,000) / 1,000 / 12 Allison Gold MD Main and Lube Filters with factory filled synthetic fluid every 150,000 (241,000) / 4,000 / 48
	Conventional or Conventional / Synthetic Mixed Automatic Trans Fluid – Replace		Allison MD – 25,000 (40,000) / 1,000 / 12 Allison 1000 PTS – 50,000 (80,000) / – / 24 Allison 2000 – 50,000 (80,000) / – / 24
	Factory-filled Synthetic Non-Mixed Automatic Trans Fluid – Replace		Allison 1000 PTS – 100,000 (160,000) / – / 48 Allison 2000 – 100,000 (160,000) / – / 48 Allison MD – 150,000 (240,000) / 4,000 / 48 (Allison GOLD FILTERS required)

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval: Bus – CE (Diesel) (cont.)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
Transmission (Cont.)	Neutral Start Switch – Check Function	A, B	
	Shift Selector / Linkage – Check Function	A, B	
Rear Axle	Axle Flange Nuts – Retorque	B	
	Axle U-bolts – Retorque		At first 1,000 miles (1,600 km) then every 36,000 miles (58,000 km) thereafter
	Rear Axle Wheel Ends – Inspect for leaks, lube level / condition, and check end play with dial indicator.		100,000 (160,000) / – / 12 Also at brake lining service If wheel end play is found to be outside the 0.001 in. to 0.005 in. specification, or lube condition is contaminated or low, then perform a full wheel end tear down. Inspect bearings, spindle, and spindle nuts for excessive wear and replace as necessary.
	Rear Axle Wheel Ends – Full tear down inspection of all wheel end components, regardless of condition of lube and wheel bearing endplay.		800,000 (500,000) / – / 60
	Rear Axle With Petroleum Oil – Change		60,000 (96,000) / – / 12
	Rear Axle With Synthetic Oil – Change		Dana® Spicer®: 180,000 (288,000) / – / 36 Meritor: 250,000 (400,000) / – / 36
	Ride Height – Check	B	
Stable Ride Suspension Fasteners / Components – Check	A, B		

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval: Bus – CE (Diesel) (cont.)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
Tires / Wheels	Air Pressure – Check	A, B	
	Spin Balance		At time of tire mounting
	Wear and Condition – Check	A, B	
	Wheel Stud Nuts – Retorque	A, B	
Body / Components	Accelerator Pedal – Check Function	A, B	
	Air Conditioner (Optional) – Check Performance	B	
	All Seat Base Bolts	B	
	Body – Check loose, damaged, missing parts	A, B	
	Body Mounting Bolts – Inspect Tightness		1 month or 1,500 miles (2,414 km) and then 3 months or 3,000 miles (4,828 km) thereafter
	Chassis – Check for loose, damaged, missing, parts	A, B	
	Entry Door – Check Operation	A, B	
	Emergency Windows Slides – Lubricate		Every 12 months
	Emergency Doors / Exits and Buzzers – Check	A, B	
	Fluid Leaks – Check	A, B	
	Headlights, Bright / Dim / Daytime – Check	A, B	
	Heater Hoses and Connections – Check Condition		12 months NOTE: See Heater and Coolant Hose Inspection and Replacement Guide in this section for additional information.
	Inspect and Clean Step Well and All Other Heater Cores and Blower Areas	A, B	NOTE: For units without filter, more frequent cleaning may be required.

Maintenance Intervals and Specifications

Lubrication and Maintenance Interval: Bus – CE (Diesel) (cont.)

System	Item	Intervals	Special Interval (3) : miles (km) / hours / months
	Lights Interior / Exterior – Check	A, B	
	Optional Components As Equipped – Check	A, B	
	Post Trip Inspection Feature – Check	A, B	
	Roof Hatch(es) – Check Operation	A, B	
	Safety Equipment As Equipped – Check	A, B	
	Seat Belt(s) Bolts – Check Operation / Condition	A, B	
Body / Components (Cont.)	Step Well and All Heater Core Air Filters – Inspect / Clean or Replace	A, B	
	Undercoating Inspection		Inspect the undercoating of school buses annually and recoat as required.
	Warning lights, Stop Arm(s), Crossing Gate, Entrance door / Warning lights Interaction – Check	A, B	

Unit Refill Capacities

Air Conditioner Refrigerant

See air conditioner manufacturer's Service / Operator Manual for aftermarket bus A/C system specifications.

Axle-Rear

Axle	Axle Lube Capacities Pints (Liters)
Dana® Spicer® S11-130, S14-130, S16-130,	16 (7.5)
Dana® Spicer® 17060S, 19060S, 21060S, 23060SH	28 (13.2)
Meritor MS-17-14X-3DFL, MS-19-14X-3DFL, MS-21-14X-3DFL,	33.6 (15.9)
Meritor RS-23-160	39.5 (18.7)

Cooling System Refill Capacities

Cooling system capacities vary greatly due to variations in bus length, number of heaters and engine model. Total capacity may range from 9 - 15 gallons.

- For vehicles equipped with Navistar® N9 or N10 engines, fill with a 50/50 mixture of Shell Rotella® Extended Life Coolant (ELC) (RED) concentrate and demineralized or distilled water, Shell Rotella® ELC 50/50 Premix (RED), Fleetrite® NOAT ELC (RED) concentrate and demineralized or distilled water, or Fleetrite® NOAT ELC 50/50 Premix (RED).
- For vehicles equipped with Cummins® B6.7 engines, fill with a 50/50 mixture of Shell Rotella® Extended Life Coolant (ELC) (RED) concentrate and demineralized or distilled water, or Shell Rotella® ELC 50/50 Premix (RED).

If the system has been flushed with water or cleaner, a significant amount of the rinse water will remain in the system. In this case refilling with a mixture with a higher percentage (60 to 66%) of coolant concentrate is advised in order to achieve a final mixture closer to 50/50. Fill the system and run the vehicle until the thermostat opens. Before adding any fluid, check the coolant concentration and add additional water or concentrated undiluted coolant to adjust the concentration. Run the vehicle and retest for coolant volume level (set to MAX line) and concentration level.

Maintenance Intervals and Specifications

Diesel Exhaust Fluid Tank

Diesel Exhaust Fluid (DEF) tank refill capacity varies depending on the vehicle models. Its total capacity may range from 7 to 23 gallons (26 - 87 liters). The tank is typically located on the right side of the bus behind an access door.

Engine Crankcase

For specific engine crankcase capacities refer to separate **Engine Operation and Maintenance Manual** provided with vehicle.

NOTE: For vehicles equipped with Cummins® B6.7 engines, refer to Cummins QuickServe® Online, your Cummins Engine Operation Manual, or contact a certified Cummins repair location for specific engine maintenance intervals, capacities, and instructions.

Power Steering Systems

Steering Gear	Power Steering Fluid Volume (pints / liters)
M-100	8.4 / 3.9*
TAS40	7.4 / 3.5*
TAS66	8.4 / 3.9*
THP45	7.4 / 3.5*

Power Steering Systems (cont.)

Steering Gear	Power Steering Fluid Volume (pints / liters)
THP60	8.4 / 3.9*
* Approximate refill quantity, refer to power steering reservoir for proper fill marks.	

Transmission

Transmission Model	Transmission Fluid Volumes Pints (Liters)
Allison Automatic – 1000 PTS 5 Speed	38 (18)*
Allison Automatic – B-300 5 Speed	29 (14)*
Allison 5 Speed Automatic – 1000 PTS	38 (18)*
Allison 5 Speed Automatic – 2100 PTS	38 (18)*
Allison 5 Speed Automatic – 2200 PTS	38 (18)*
Allison 5 Speed Automatic – 2500 PTS	38 (18)*
Allison 5 Speed Automatic – 2550 PTS	38 (18)*
Allison 5 Speed Automatic, School and Shuttle Bus – 3000 PTS	58 (27)*
* Approximate refill quantity (less than initial fill since a portion of the used fluid remains in external circuits and transmission cavities). Check at operating temperature and top off as required.	

Maintenance Intervals and Specifications

Tire and Rim Combinations

Approved Tire and Wheel Combinations

Tire Size	Rim Width
9R22.5	6.75, 7.50
10R22.5	6.75, 7.50
11R22.5	7.50, 8.25
12R22.5	8.25, 9.00
225/70R19.5	6.75
235/80R22.5	6.75, 7.50

Approved Tire and Wheel Combinations (cont.)

Tire Size	Rim Width
245/70R19.5	6.75, 7.50
255/70R22.5	6.75, 7.50, 8.25
265/70R19.5	6.75, 7.50, 8.25
275/80R22.5	7.50, 8.25
295/75R22.5	8.25, 9.00
315/80R22.5	9.00

Maintenance Intervals and Specifications

Lubricant and Sealer Specifications

Lubricant and Sealer Specifications

Component	Component Vendor / Lubrication Type	Viscosity / Ambient Temperature / Notes
Non-driving Front Axle		
Front Axle Wheel Bearing Oil	Eaton® / Dana® axle (generic)	75W : -40°F to - 15°F (-40°C to -26°C) 75W-80: -40°F to 80°F (-40°C to 27°C) 75W-90: -40°F to 100°F (-40°C to 38°C) 75W-140: -40°F and above (-40°C and above) 80W-90: -15°F to 100°F (-26°C to 38°C) 80W-140: -15°F and above (-26°C and above) 85W-140: -12°C and above (10°F and above)
	Eaton® / Dana® axle: multipurpose Extreme Pressure (EP) gear lube of API GL-5 quality meeting MIL-PRF-2105E specs including *synthetic lubricants. * Do not mix conventional lube with synthetic lube.	75W : -40°F to 32°F (-40°C to 0°C) 75W-90: -40°F to 100°F (-40°C to 38°C) 75W-140: -40°F and above (-40°C and above) 80W : -15°F to 70°F(-26°C to 21°C) 80W-140: -15°F and above (-26°C and above) 90W : 10°F to 100°F (-12°C to 38°C) 85W-40: 10°F and above (-12°C and above) 140W : 40°F and above (4°C and above)

Maintenance Intervals and Specifications

Lubricant and Sealer Specifications (cont.)

Component	Component Vendor / Lubrication Type	Viscosity / Ambient Temperature / Notes
Front Axle Wheel Bearing Oil – (Cont)	Meritor: Synthetic from factory with Cognis Emgard® 75W-90 will have a tag attached to fill plug that reads as follows: Filled with synthetic lube. Do not mix.	75W-90
	Meritor: Petroleum 0-76-A Hypoid Gear Oil 0-76-D Hypoid Gear Oil 0-76-E Hypoid Gear Oil 0-76-J Hypoid Gear Oil Petroleum oil: engine oil API-CF2	85W-140: 10°F and above (-12°C and above) 80W-90: -15°F and above (-26°C and above) 75W-90: -40°F and above (-40°C and above) 75W :-40°F to 36°F (-40°C to 2°C) SAE 40 or 50:10°F and above (-12°C and above) SAE 30: -15°F and above (-26°C and above)
Front Axle Wheel Bearing Grease, Tie Rod Ends, Drag Link, Kingpin and Bushing	Eaton® / Dana® axle, Meritor axle: Fleetrite® NLGI # 2 Lithium Complex Based Molybdenum Grease P/N 991044C2 or equivalent GC / LB NLGI #2 multi-purpose lithium complex grease	NOTE: Eaton® / Dana® and Meritor Easy Steer axles: With chassis load on axle, force grease through thrust bearings; then with axle lifted clear of floor, force grease between kingpin and bushing surfaces.
Brakes		
Brake Fluid	DOT 3 Brake fluid	
Body Components		
Emergency Window Slides	WD-40 Specialist Dirt & Dust Resistant Dry Lube PTFE Spray or equivalent PTFE lubricant	

Maintenance Intervals and Specifications

Lubricant and Sealer Specifications (cont.)

Component	Component Vendor / Lubrication Type	Viscosity / Ambient Temperature / Notes
Engine		
Engine Lubricating Oil	Refer to Engine Operation and Maintenance Manual	
Engine Lubricating Oil – Cummins® B6.7 Engines only	NOTE: For vehicles equipped with Cummins® B6.7 engines, refer to Cummins QuickServe® Online, your Cummins Engine Operation Manual, or contact a certified Cummins repair location for specific engine maintenance intervals, capacities, and instructions.	
Electrical		
Terminals –Lubricant Sealing Grease	Fleetrite® 472141-C1	
Connectors –Dielectric Grease	NYOGEL® 760 G	
Steering		
Strg. Gear Ross TAS – Output Seal –Lubricate	Fleetrite® Lithium Complex Based Moly grease P/N 991044C2 or equivalent GC / LB NLGI #2 Multi-purpose Lithium Complex grease	
Strg. Intermediate Shaft U –Joints / Slip Joint –Lubricate	Fleetrite® NLGI #2 Lithium Complex Based Moly grease P/N 991044C2 or equivalent GC / LB NLGI #2 Multi-purpose Lithium Complex grease	

Lubricant and Sealer Specifications (cont.)

Component	Component Vendor / Lubrication Type	Viscosity / Ambient Temperature / Notes
Approved (Power Steering Fluids)		
ATF Fluid (Approved for Use in Power Steering System)	Fleetrite® P/N FLTPSDX3Q (MPAPS B-6822 Specification) or Equivalent (Must Meet TES 389 / Dexron III Specification)	-40°F to 92°F (-40°C to 35°C)
Power Steering Fluid	Fleetrite® Power Steering Fluid P/N FLTPSF32 (MPAPS B-6811 Specification)	-24°F to 90°F (-33°C to 32°C)
Engine Oil (Approved for Use in Power Steering System)	Fleetrite® P/N FLTL15W40G (MPAPS B-21 Specification) or Equivalent API CK-4 15W-40 Motor Oil	18°F to 108°F (-10°C to 43°C)

NOTE: The power steering system is filled with ATF fluid at the factory.



To prevent component / system / property damage, **ONLY** use fluid types listed.

NOTE: Certain fluid types may be better suited for use in your vehicle, dependent on geographic location and temperature. It is recommended to use the Ambient Temperatures listed above to determine what fluid best fits the application of the user's fleet or vehicle.

NOTE: The same type of approved power steering fluid that is present in the system must be used when topping off. When switching to another approved power steering fluid type, the power steering system must be drained and flushed prior to refill.

Maintenance Intervals and Specifications

Lubricant and Sealer Specifications (cont.)

Component	Component Vendor / Lubrication Type	Viscosity / Ambient Temperature / Notes
Drive Shaft		
U-Joint –Lubricate	Fleetrite® NLGI #2 Lithium Complex Based Moly grease P/N 991044C2 or equivalent GC / LB NLGI #2 Multi-purpose Lithium Complex grease	
Clutch		
Release Bearing / Shafts / Fork –Lubricate	Fleetrite® NLGI #2 Lithium Complex Based Moly grease P/N 991044C2 or equivalent GC / LB NLGI #2 Multi-purpose Lithium Complex grease	
Cooling System		
Coolant	Refer to Engine Operation and Maintenance Manual	

Maintenance Intervals and Specifications

Lubricant and Sealer Specifications (cont.)

Component	Component Vendor / Lubrication Type	Viscosity / Ambient Temperature / Notes
Transmission		
All Eaton Transmissions	Synthetic Transmission Oil: Emgard® MTF 7000 meeting Eaton PS-386	All temperatures
Eaton® / Dana® (Non –Synchronized) - Fill / Change (Lubricants are listed in order of preference)	Mineral Gear Oil API-GL-1 (Rust and Oxidation Inhibited) Fleetrite® P/N 991061C1 Petroleum Oil: Engine Oil API-CJ, or CI	SAE 90: Above 0°F (-18°C) SAE 80: Below 0°F (-18°C) SAE 50: Above 0°F (-18°C) SAE 40: Below 0°F (-18°C)
* EP Gear Oils are not recommended for use in manual transmissions.		
	Synthetic Oil: Synthetic SAE 50 Manual Transmission Oil Meeting API MT-1 Fleetrite® P/N 991884C1	SAE 50: All temperatures
Eaton® Fuller® UltraShift®	WetClutch (Synthetic): Castrol® TranSynd® or TES-295 Gear Box: EmGard® 2979	All temperatures SAE 50: All temperatures
Eaton® / Dana® (Synchronized) –Fill / Change (Lubricants are listed in order of preference)	Mineral Gear Oil API-GL-1 (Rust and Oxidation Inhibited) Fleetrite® P/N 991061C1 Petroleum Oil: Engine Oil API-CJ, or CI	SAE 90: Above 10°F (-12°C) SAE 80: Below 10°F (-12°C) SAE 50: Above 10°F (-12°C) SAE 40: Below 10°F (-12°C)
Eaton® / Dana® (Synchronized) – Fill / Change	Synthetic Oil: Synthetic SAE 50 Manual Transmission Oil Meeting API MT-1 Fleetrite® P/N 991884C1	SAE 50: All temperatures
	Synthetic Oil: API MT-1*	SAE 50: All temperatures

Maintenance Intervals and Specifications

Lubricant and Sealer Specifications (cont.)

Component	Component Vendor / Lubrication Type	Viscosity / Ambient Temperature / Notes
	* Do not use multi-weight and GL-5 EP gear oils because they may cause transmission failure or damage.	
Allison –Synthetic Automatic Transmission Fluid (ATF) Fill / Change (optimal - recommended)	Fleetrite® Synthetic ATF (P/N: FATF27101Q), or Allison / Castrol® TRANSYND® synthetic ATF, or fluids meeting AllisonTES 295 specification. Approved Synthetic ATF Supplier Web site: http://www.allisontransmission.com/home/	All temperatures. Recommended for highest transmission durability and lowest maintenance costs.
Allison –Conventional Automatic Transmission Fluid (ATF) Fill / Change	Meets the requirements for Allison TES 389 specification. Approved Conventional ATF Supplier Web site: http://www.allisontransmission.com/home/	Below -13°F (-25°C) preheat is required
Rear Axle		
Single speed	Gear oil meeting MIL-PRF-2105E, API MT-1, GL-5	75W : -40°F to - 15°F (-40°C to -26°C) 75W-80: -40°F to 80°F (-40°C to 27°C) 75W-90: -40°F to 100°F (-40°C to 38°C) 75W-140: -40°F and above (-40°C and above) 80W-90: -15°F to 100°F (-26°C to 38°C) 80W-140: -15°F and above (-26°C and above) 85W-140: 10°F and above (-12°C and above)

Maintenance Intervals and Specifications

Lubricant and Sealer Specifications (cont.)

Component	Component Vendor / Lubrication Type	Viscosity / Ambient Temperature / Notes
Single speed – Continued.	International® axle: multipurpose EP gear lube of API GL-5 quality meeting MIL-PRF-2105E or SAE J2360 specs including synthetic lubricants.	75W : -40°F to 32°F (-40°C to 0°C) 75W-90: -40°F to 100°F (-40°C to 38°C) 75W-140: -40°F and above (-40°C and above) 80W : -15°F to 70°F (-26°C to 21°C) 80W-140: -15°F and above (-26°C and above) 90W : 10°F to 100°F (-12°C to 38°C) 85W-140: 10°F and above (-12°C and above) 140W : 40°F and above (4°C and above)
	Meritor:Synthetic from factory with Cognis Emgard® 75W-90 will have a tag attached to fill plug that reads as follows: Filled with synthetic lube. Do Not Mix.	
	Meritor petroleum: 0-76-A Hypoid Gear Oil 0-76-B Hypoid Gear Oil 0-76-D Hypoid Gear Oil 0-76-E Hypoid Gear Oil 0-76-L Hypoid Gear Oil	GL-5, SAE 85W-140: Above 10°F (-12°C) GL-5, SAE 85W-140: Above -15°F (-26°C) GL-5, SAE 80W-90: Above -15°F (-26°C) GL-5, SAE 75W Max outside temp.35°F (2°C): Above -40°C (-40°F) GL-5, SAE 75W-140: Above -40°F (-40°C)

Maintenance Intervals and Specifications

Torque Specification Charts

Disc Wheels Torque Chart

Stud Size	Nut Size	Specified Torque	
		lb-ft	N•m
22 mm	Flange Nut – 33 mm Across Flats	450 - 500	610 - 678
NOTE: Do not use lubrication on dry threads. Where excessive corrosion exists, a light coat of lubricant on first three threads of stud bolt is permitted. Keep lubricant away from:			
<ul style="list-style-type: none">• Hex nut• Flange nut washer surface and flat on disc wheel.			

Steering Column Bolts Torque Chart

Bolt Type	Specified Torque	
	lb-ft	N•m
7/16-20	70 - 75	95 - 102

Maintenance Intervals and Specifications

Axle U-Bolt Nut Torque Chart

Feature Code	Rear Suspension Capacity and Type	Torque	
		lb-ft	N•m
14SBK	19,800-lb Capacity, 2 Stage Vari-Rate	260 - 300	353 - 407
14SBW	21,000-lb Capacity, V-Rate, with 4,500-lb Auxiliary Spring	260 - 300	353 - 407
14TBG	12,000-lb Capacity, International Air Suspension (IROS) for axles 14ADN, 14ADP, 14AJC, 14AJE, 14ATP, and 14ATR.	260 - 300	353 - 407
	12,000-lb Capacity, International Air Suspension (IROS) for all other axles.	370 - 400	502 - 542
14TBH	15,500-lb Capacity, International Air Suspension (IROS) for axles 14ADN, 14ADP, 14AJC, 14AJE, 14ATP, and 14ATR.	260 - 300	353 - 407
	15,500-lb Capacity, International Air Suspension (IROS) for all other axles.	370 - 400	502 - 542
14TBT	23,000-lb Capacity, International Air Suspension (IROS) for axles 14ADN, 14ADP, 14AJC, 14AJE, 14ATP, and 14ATR.	260 - 300	353 - 407
	23,000-lb Capacity, International Air Suspension (IROS) for all other axles.	260 - 300	353 - 407
14VAB	13,500-lb Capacity, RR, Springs, Vari-Rate, with 4,500-lb Auxiliary Rubber Spring	260 - 300	353 - 407
14VAC	15,500-lb Capacity, RR, Springs, Vari-Rate, with 4,500-lb Auxiliary Rubber Spring	260 - 300	353 - 407
14VAD	18,500-lb Capacity, RR, Springs, Vari-Rate, with 4,500-lb Auxiliary Rubber Spring	260 - 300	353 - 407
14VAM	10,000-lb Capacity, RR, Steel Springs	260 - 300	353 - 407
14VAN	9,000-lb Capacity, RR, Steel Springs	260 - 300	353 - 407
NOTE: For all other vendor supplied suspensions, refer to vendor's Web site for proper torque specifications.			
3ADA	8,000-lb Capacity, Parabolic Taper Leaf	260 - 300	353 - 407
3ADB	10,000-lb Capacity, Parabolic Taper Leaf	260 - 300	353 - 407
3AGZ	7,000-lb Capacity, Parabolic Taper Leaf	260 - 300	353 - 407

Maintenance Intervals and Specifications

Wiper Arm Torque Chart

	Specified Torque	
	lb-ft	N•m
Wiper Pivot M20 Hex Nut	21	28

Seat Base Bolts

	Specified Torque	
	lb-ft	N•m
All Seat Base Bolts	16 to 20	21.7 to 27

Filter List

Filter part numbers and / or specifications may change during the life-cycle of this vehicle. Current information on the appropriate chassis and engine filters for your vehicle can be obtained by contacting your local International dealer parts department. If you need assistance finding a local International dealer, use the Dealer Locator icon at www.icbus.com.

Exhibit D
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of any amount.


Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company: Creative Bus Sales, Inc. FID or EIN No.: 33-0388707
Address: 8600 Atlantic Boulevard
City/State/Zip: Jacksonville, Florida, 32211

I, Nick Corley as a representative of
Creative Bus Sales, Inc.

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate this Contract upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.


SIGNATURE

Sales Operations Manager
TITLE

Nick Corley
PRINTED NAME

January 12, 2022
DATE