



Concession Contract For Cashless Solution Kiosk

Contract No.: _____

Parties And Addresses:

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

Concessionaire: Ready Credit Corporation
PO Box 46730
Eden Prairie, MN 55344

Term Date: August 11, 2022 through July 31, 2025

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EXHIBIT D	SCRUTINIZED COMPANY CERTIFICATION

CONCESSION CONTRACT

This Concession Contract for Cashless Solution Kiosk (Contract) is made and entered into this 11th day of August 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 Ready Credit Corporation, a Minnesota corporation, authorized to do business in the State of Florida (Concessionaire), (collectively hereinafter referred to as the Parties).

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

Article I. DEFINITIONS

Section 1.01 DEFINITIONS

The following terms shall have the meanings set forth below:

- A. **Airport:** Tampa International Airport located at 4100 George J. Bean Parkway, Tampa, Florida.
- B. **Airport Terminals:** The passenger transportation facilities at the Airport, existing or under construction as of the Effective Date, or to be constructed during the Term of this Contract, known individually, as of the effective date, as the Main Terminal, Airside A, Airside C, Airside E, and Airside F, including all user movement areas, areas leased exclusively or preferentially to any third party or parties, common areas and baggage claim areas therein and interconnecting hallways, concourses, and bridges.
- C. **Annual Audit:** An annual certified statement from Concessionaire's Chief Financial Officer (CFO) or equivalent position or an annual audit report by an independent certified public accountant (CPA), licensed in the State of Florida and acceptable to the Authority as required by Section 5.05.
- D. **Assigned Areas:** The designated area, as shown in Exhibit A, Location Map, in the Airport Main Terminal Level 2 that is utilized by Concessionaire for the Concession set forth herein.
- E. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- F. **Capital Investment:** Those dollars spent by Concessionaire in the actual equipping of any portion of the Assigned Areas in connection with the Concession for such portion of the Assigned Areas.
- G. **Card Issuance Fee:** The fee charged per card to customer(s) for the service of converting cash to a prepaid debit card.
- H. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.

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- I. **Common Area:** Those areas of the Airport Terminals that are not leased, licensed, or otherwise designated or made available by Authority for exclusive or preferential use by a specific party or parties.
 - J. **Concession:** The rights granted to Concessionaire by Authority to support cashless operations through the provision of a patented, self-service kiosk which instantly converts cash to a prepaid debit card to the public, and related operations thereto, in accordance with the terms and conditions of this Contract.
 - K. **Concessionaire:** The legal entity that is party to this Contract who is bound by this Contract to develop and operate the Concession at the Airport. In all provisions of this Contract that require a person to comply with a specific provision requiring representation of Concessionaire, this person shall be an authorized official of Concessionaire.
 - L. **Concessions Handbook:** The compilation of Authority's standards, procedures, requirements, directives, and rules and regulations governing the operations of concessionaires and actions of their employees, representatives, agents, contractors, and vendors. Authority reserves the right to amend the Concessions Handbook during the Term. Any amendment of the Concessions Handbook will be binding on Concessionaire, provided that the amendment of the the Concessions Handbook does not conflict with other terms and conditions of this Contract.
 - M. **Concessionaire's Operating Obligations:** The various maintenance, repair, and operating duties hereunder to be performed by Concessionaire, at its own cost and expense, in the performance of the Concession. The performance of the obligation by the Concessionaire, or payment to a third party for the performance of these obligations, are not rental payments or other considerations for the right to occupy real property, but are acknowledgements by the Concessionaire of its obligation to maintain and otherwise keep the Assigned Areas and cashless solution kiosk (Kiosk) clean and in working condition.
 - N. **Contract:** This Concession Contract, including all exhibits, schedules, subsequent amendments and attachments thereto.
 - O. **Contract Dates:**
 - 1. **Commencement Date:** Concessionaire will begin providing services on August 11, 2022,
 - 2. **Expiration Date:** The Contract Expiration Date will be July 31, 2025, unless renewed in accordance with Section 4.01 below.
 - P. **Contract Year:**
 - 1. With respect to the first year of this Contract, the period commencing on August 11, 2022 and continuing through July 31, 2023.

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2. With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.
- Q. **Director of Concessions:** The Authority employee designated by the Authority Chief Executive Officer to manage and oversee this Contract.
- R. **FAA:** The Federal Aviation Administration or any successor thereto.
- S. **First Class:** A manner of operation of the Concession, a standard of quality of materials and construction, and/or a standard of quality of services that meets standards in other airports throughout the United States.
- T. **Fiscal Year:** The twelve-month period beginning October 1st of a calendar year through September 30th of the following calendar year.
- U. **General Aviation Airports:** Tampa Executive Airport, Peter O. Knight Aripport, and Plant City Airport.
- V. **Gross Receipts:** The total amount of the Card Issuance Fees collected by Concessionaire for the issuance of a payment network branded prepaid card.
- W. **Main Terminal:** The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; and Levels 4 through 9– six short-term parking levels.
- X. **Privilege Fee:** The Privilege Fee will be 10% of Concessionaire’s monthly Gross Receipts for each month, or portion thereof, during the Contract Term.
- Y. **Tenant Work Permit Handbook:** The compilation of Authority standards, procedures, requirements, and rules and regulations governing Concessionaire’s construction activities at the Airport which is incorporated herein and attached hereto as Exhibit C. Authority reserves the right to amend the Tenant Work Permit Handbook during the Term. Any such amendment to the Tenant Work Permit Handbook will be binding on Concessionaire without need for amendment of this Contract, provided that such amendment of the Tenant Work Permit Handbook does not conflict with the other terms and conditions of this Contract.
- Z. **Term:** The period of time beginning on the Commencement Date and ending on the Expiration Date, including any renewal options, unless terminated sooner by either party in writing with thirty (30) days advanced notice.
- AA. **Trade Fixtures:** All furniture, fixtures and major equipment installed by Concessionaire within the Assigned Areas for use in its performance of the Concession which may be removed from the Assigned Areas without causing material damage to the Assigned Areas.

BB. **Transition Period:** A period of not more than one (1) month following the Expiration Date of this Contract.

CC. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

Section 1.02 CONTRACT

A. Exhibits

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

1. Exhibit A, Location Map
2. Exhibit B, Monthly Sales Report
3. Exhibit C, Tenant Work Permit Handbook
4. Exhibit D, Scrutinized Company Certification

B. Interpretations

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

Article II. SUMMARY OF CONTRACT PROVISIONS

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

Summary of Contract Provisions	
Authority Address:	Hillsborough County Aviation Authority Post Office Box 22287 Tampa, FL 33622 Attn: Airport Concessions Department Telephone: 813-870-8700 Fax: 813-875-6670 <u>Address for courier delivery:</u> Hillsborough County Aviation Authority Tampa International Airport 5411 SkyCenter Dr. Suite 500 Tampa, FL 33607
Concessionaire Address:	Ready Credit Corporation

	P.O. Box 46730 Eden Prairie, MN 55344
Concession Assigned Areas:	See Exhibit A, Location Map
Effective Date:	Date of full execution of this Contract by the Parties
Commencement Date:	August 11, 2022
Expiration Date:	July 31, 2025
Renewal Options:	Two (2), one (1) year options
Privilege Fee Rate:	Contract Year 1: 10% Contract Year 2: 10% Contract Year 3: 10% Renewal Option Year 1: 10% Renewal Option Year 2: 10%
Other Services:	Authority reserves the right to add or modify services within the Assigned Areas.

Article III. ASSIGNED AREAS

Section 3.01 DESCRIPTION

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

Section 3.02 ADDITIONS TO AND DELETIONS FROM THE ASSIGNED AREAS

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

Section 3.03 RECLAIMING OF ASSIGNED AREAS FOR AIRPORT PURPOSES

Authority reserves the right to reclaim the Assigned Areas when, in the sole discretion of Authority, such

reclaiming is necessary for the development or operation of the Airport or is in the best interest of Authority. Authority will make a reasonable effort to identify other location(s) within the Airport Terminals containing substantially the same area, visibility and exposure to passenger traffic as the portion(s) of the Assigned Areas being reclaimed (such other location(s), if any, hereinafter referred to as the Replacement Assigned Areas).

Authority shall exercise such right to reclaim by giving Concessionaire not less than 30 days' prior written Notice of Intent to Reclaim Assigned Areas specifying the effective date of the reclaiming and identifying Replacement Assigned Areas, if any. Concessionaire shall, by written notice given to Authority no later than five (5) days after receipt of Notice of Intent to Reclaim Assigned Areas, notify Authority of its acceptance of the Replacement Assigned Areas, if any, whereupon, as of the effective date provided in the Authority Notice of Intent to Reclaim Assigned Areas:

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

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

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

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

Section 3.04 MINOR MODIFICATIONS TO ASSIGNED AREAS

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

Section 3.05 INGRESS AND EGRESS

Concessionaire will have the right of ingress to and egress from the Airport and the Assigned Areas for Concessionaire's officers, authorized officials, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Right of ingress and egress will be subject to FAA Regulations, as amended, applicable laws, and Authority Rules and Regulations and Operating Directives.

Section 3.06 ASSIGNED AREAS ACCEPTANCE AS IS

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

Section 3.07 NO WARRANTY OF ECONOMIC VIABILITY

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

Article IV. TERM

Section 4.01 TERM

This Contract shall be effective and binding upon the Parties as of the Commencement Date. The Term of this Contract shall begin on August 11, 2022 and continue through July 31, 2025, unless terminated sooner as herein provided.

This Contract may be renewed at the same terms and conditions hereunder for two discrete, one-year renewal periods at the discretion of the Authority CEO or designee, unless terminated earlier as provided herein. Such renewal will be effective by issuance of a written letter to Concessionaire by Authority CEO.

If such renewal options are exercised, this Contract will have a final termination date of July 31, 2027.

Section 4.02 TERMINATION

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

Section 4.03 HOLDOVER

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

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

Section 4.04 RIGHTS AND OBLIGATIONS UPON EXPIRATION OR TERMINATION

Concessionaire shall, upon termination of this Contract, with or without cause, surrender the Assigned Areas to Authority peaceably, quietly and in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Authority, reasonable use and wear thereof and damage by casualty which damage Concessionaire did not cause and is not required to repair or restore, excepted. Concessionaire shall remove all equipment and signage. Authority shall be entitled to exercise the non-judicial remedy of restricting Concessionaire's access to the Assigned Areas as a means of enforcing Authority right of possession, including without limitation, the de-activation of Concessionaire's security badges or credentials. This right of de-activation shall not, and legally cannot, limit or otherwise affect Authority governmental police powers to de-activate security credentials for security or other governmental reasons.

Upon expiration or termination of this Contract, Concessionaire shall remove all equipment installed by Concessionaire and other personal property, and leave the Assigned Areas in broom clean condition.

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

Section 4.05 END OF TERM TRANSITION

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

Article V. RENTALS, FEES, OTHER CHARGES, REPORTING, AND ACCOUNTING RECORDS

Section 5.01 GROSS RECEIPTS

Gross Receipts will be the total amount of the Card Issuance Fees collected by Concessionaire for each month, or portion thereof, for use of the Kiosk.

Section 5.02 CARD ISSUANCE FEE

Concessionaire has set an initial Card Issuance Fee of six dollars (\$6.00) per card to be charged to customers for the service of converting cash to a prepaid debit card. Notwithstanding the foregoing, Concessionaire shall have the right to lower the Card Issuance Fee to a minimum of three dollars (\$3.00) and raise it to a maximum of eight dollars (\$8.00) for each prepaid debit card issued by a Kiosk pursuant to this Contract. Concessionaire will provide Authority ninety (90) days' written notice in advance of any change to the Card Issuance Fee. Concessionaire agrees that the Card Issuance Fee charged will not be more than any Card Issuance Fee charged by the Concessionaire for each prepaid debit card issued from kiosks placed by the Concessionaire within other domestic U.S. airport locations.

Section 5.03 PRIVILEGE FEE

In consideration of the rights granted herein to operate the Concession at the Airport, beginning on the Commencement Date and continuing through the Expiration Date, including any renewal options, Concessionaire agrees to pay to Authority for each month, or portion thereof, an amount as detailed below. The payment of this Privilege Fee is not a payment of rent, but is a payment excluded from the tax imposed by Florida Statute Section 212.02(10)(j).

The Privilege Fee shall be the monthly fee paid by Concessionaire to Authority. The Privilege Fee for each month, or portion thereof, shall be 10 percent of Concessionaire's Monthly Gross Receipts during the Contract Term.

A. Payment of Privilege Fee.

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

Section 5.04 FAILURE TO MAKE TIMELY PAYMENTS

Without waiving any other right or action available to Authority, in the event Concessionaire is delinquent in the payment of fees, or charges hereunder or rightly due and owing by an audit of Concessionaire's books and records as provided in Section 5.05, and in the event Concessionaire is delinquent in paying to Authority any such fees, or charges for a period of seven (7) days after the payment is due, Authority reserves the right to charge Concessionaire interest thereon, from the date such fees, or charges became due to the date of payment, at twelve percent (12%) per annum or up to the maximum extent permitted by law.

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

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

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

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

formal supporting paperwork as required herein.

Section 5.05 RECORD KEEPING, REPORTS, ANNUAL AUDIT, AND END OF YEAR ADJUSTMENTS

- A. Generally Accepted Accounting Principles. Concessionaire shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records that include all financial transactions in the performance of this Contract. Concessionaire's system of accounts shall allow each Assigned Area to be distinguished from all other Assigned Areas. Concessionaire shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Contract shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.

- B. Monthly Sales Report. No later than ten (10) days after the end of each month during the Term, Concessionaire shall deliver to Authority a Monthly Sales Report, in a form as set forth in Exhibit B attached hereto, or electronically through a portal at the request of the Authority, stating Gross Receipts for said month and the calculation of the Privilege Fee payable for said month.

- C. Annual Audit. No later than 90 days after the end of each Contract Year, Concessionaire shall provide, at its sole cost and expense, an annual certified statement from Concessionaire's CFO (or equivalent position) or an annual audit report by an independent CPA, licensed in the State of Florida and acceptable to the Authority. The annual certified statement or annual audit report will cover the period of August 1st through July 31st of the Contract Year and will include a Schedule of Gross Receipts and Privilege Fees Due and Paid for each month of the Concessionaire's operations for the specified period in a format acceptable to Authority. The annual certified statement may be prepared by the CFO of the Concessionaire when payments to the Authority are less than thirty thousand dollars (\$30,000) annually. The annual audit report will be prepared by an independent CPA, licensed in the State of Florida and acceptable to Authority, when payments to the Authority are more than thirty thousand dollars (\$30,000) annually. When conducted by an independent CPA, there may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts and Privilege Fees Due and Paid. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Gross Receipts and Privilege Fees have been completely and accurately presented, calculated and reported according to the terms of this Contract.

Authority reserves the right to challenge any findings or conclusions of the annual audit report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions in Section 5.09, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Authority of any dispute will be final. Delivery of an annual audit report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American

Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Contract.

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

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

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

Section 5.06 PAYMENT METHOD AND STATEMENT FILING

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

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

Section 5.07 FORM OF PAYMENT

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

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

Section 5.08 AUTHORITY RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS

Notwithstanding Concessionaire's requirement to submit the Annual Report set forth herein, Authority, or its representative, will have the right through the expiration of the third year after the expiration or termination of this Contract, through its representatives, and at all reasonable times, to review all books, records, and contracts of Concessionaire, requested by Authority representatives to substantiate the accuracy of reported Gross Receipts and Concessionaire's compliance with other provisions of this Contract. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with State or Federal entities, discount or rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts. Such right of examination shall include cooperation by Concessionaire personnel (including, but not limited to, cooperation in sending confirmations to Concessionaire's suppliers or others, assisting Authority in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by Authority, or its representative, to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Contract.

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

If, as a result of any engagement, it is established that Concessionaire owes additional fees or charges to Authority, Concessionaire will pay such additional fees and charges and Authority may assess interest in accordance with Section 5.04. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Concessionaire. Any additional

payments due shall be paid no later than Concessionaire's next Privilege Fee payment to Authority. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by five percent (5%) or more for the period under consideration, Authority shall be entitled to terminate this Contract for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid. If as a result of any engagement, it is established that Concessionaire has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Concessionaire shall be entitled to a credit against Concessionaire's next monthly installment of the Privilege Fee for the amount of the overpayment and the entire expense of the engagement shall be paid by Authority.

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

Article VI. PERMITTED USES

Section 6.01 PERMITTED USE

Concessionaire shall use Assigned Areas only and exclusively for the purpose of providing a cashless operations solution through the provision of a self-service Kiosk which converts cash to a prepaid debit card. Concessionaire shall not use the Assigned Areas for any other purpose whatsoever without the prior written consent of the Authority CEO or designee in each instance.

Section 6.02 NON-EXCLUSIVE RIGHTS

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

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

Section 6.03 RESTRICTIONS

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

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

Section 6.04 PERMITS AND LICENSES

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

Article VII. OPERATIONS AND PERFORMANCE STANDARDS

Section 7.01 AUTHORITY RIGHT TO MONITOR PERFORMANCE

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

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

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

1. Performance audits may include minimum objective standards in any or all of the areas of (i) equipment quality, (ii) customer service, and (iii) cleanliness and maintenance. If Concessionaire fails to meet minimum standards in any of these areas, Authority may, at its discretion, assess fines as set forth in Section 7.10.
2. In order to assure consistent adherence to performance standards throughout the Term, the Authority will use a rolling 12-month cycle in the recording of incidents of failure to meet standards. Authority reserves the right to assess fines for violations of performance standards as set forth in Section 7.10.
3. Repeated violations and deficiencies in performance by Concessionaire may be cause, at Authority sole discretion, to terminate this Contract.

Section 7.02 OPERATING PROCEDURES AND STANDARDS

- A. Authority Requirements. The occupancy and use by Concessionaire of the Assigned Areas and the rights herein conferred upon Concessionaire shall be subject to Authority Rules and Regulations and Operating Directives as are now or may hereafter be prescribed by Authority through the lawful exercise of its powers. Concessionaire agrees to operate the Concession in accordance with the Concessions Handbook.
- B. Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, regulations, codes and permits in the conduct of its operations under this Contract including, but not limited to, TSA regulations regarding products or procedures.
- C. Operational Standards. Concessionaire must ensure the following operational standards are met throughout the Contract Term:
 - 1. Have a repair technician on-site at the Airport to provide repairs to the Kiosk within four hours of notification by Authority.
 - 2. At a minimum, provide weekly inspections of the Kiosk for damage, functionality, and inventory replenishment.
 - 3. Provide a standardized system/program for refunding monies lost by customers in the Kiosk and post instructions for contacting Concessionaire on the Kiosk.
 - 4. Ensure Kiosk is operational at least 97% of the time.

Section 7.03 QUALITY OF PRODUCTS AND SERVICES

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

Authority reserves the right to approve all equipment.

Section 7.04 CLEANING AND ROUTINE MAINTENANCE

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

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

Concessionaire agrees to maintain and make necessary general repairs to all of the improvements, fixtures and equipment placed or installed in the Assigned Areas, including,

without limitation, signs, showcases, and displays. Concessionaire agrees to keep and maintain in good condition the electrical equipment located in the Assigned Areas.

- B. Repairs. All repairs done by Concessionaire or on its behalf will be of First Class quality in both materials and workmanship. All repairs will be made to conform to the rules and regulations prescribed from time to time by Federal, State or local authorities having jurisdiction over Concessionaire's Assigned Areas, including the Authority.
- C. Routine Refurbishment. On or about the commencement of each Contract Year, representatives of Authority and Concessionaire shall tour the Assigned Areas and jointly agree upon what, if any, routine refurbishment is required to maintain the Assigned Areas in First Class condition. Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Authority cannot jointly agree upon the type and extent of refurbishment, Authority may determine, in its sole discretion, the refurbishment required. For purposes of this Section 7.04, refurbishment shall mean the replacement or repair of worn equipment.
- D. Authority Sole Judge of Maintenance. Authority shall be the sole judge of the quality of Concessionaire's maintenance of the Assigned Areas. Authority or its representative may at any time, without notice, enter the Assigned Areas to determine if maintenance satisfactory to Authority is being performed. Performance by Concessionaire of maintenance pursuant to a written maintenance plan previously approved by Authority shall be conclusive evidence of satisfactory maintenance unless Authority determines that there is a present and substantial danger or safety hazard within the Assigned Areas. If Authority determines that maintenance is not satisfactory, Authority shall notify Concessionaire in writing. Concessionaire will perform the required maintenance, to the satisfaction of Authority, within fifteen (15) days after receipt of written notice or Authority or its representative shall have the right to enter upon the Assigned Areas and perform the maintenance. Concessionaire agrees to promptly reimburse Authority for the costs thereof, plus an administrative fee of fifteen percent (15%) of such maintenance costs.

Section 7.05 TRASH, WASTE AND REFUSE

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

Section 7.06 EMPLOYEE PARKING

Nothing in this Contract shall be deemed to require Authority to provide parking to Concessionaire's personnel. Authority may provide parking accommodations to Concessionaire's personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable charges therefor as may be established from time to time by Authority. In such event, Concessionaire's personnel shall be required to park within the designated areas.

Section 7.07 CASH HANDLING REQUIREMENTS

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

Section 7.08 COMPLAINTS

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

Section 7.09 PROHIBITED ACTS

Unless approved in writing in advance by Authority, which approval is in the Authority sole discretion, Concessionaire shall not install or permit to be installed vending machines in the Assigned Areas. Authority reserves the right to install and maintain, through independent contractors, vending machines at the Airport including in Assigned Areas.

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

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

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

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

Concessionaire will not engage in any activity prohibited by Authority Rules and Regulations and Operating Directives as may be modified during the Term. In the event Concessionaire fails to adhere to Authority Rules and Regulations and Operating Directives or fails to prevent any other of the prohibited acts set forth in this Section, Authority may assess fines as set forth in Section 7.10 until such prohibited act is ended. Moreover, if the prohibited act is not corrected as directed by Authority, Authority or its

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

Section 7.10 FAILURE TO COMPLY WITH PERFORMANCE STANDARDS

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

- B. Multiple Violations. Except for violations of requirements regarding health and safety and/or delivery and vendor access infractions, fines for which shall accrue immediately and without notice upon violation, all other fines shall be assessed as follows:
 - 1. For the first and second violation of a requirement during any twelve (12)-month rolling year, the Authority will provide notice to Concessionaire to correct the violation within the time specified in the notice.
 - 2. For the third and subsequent violations of the same requirement during any twelve (12)-month rolling year commencing upon the first notice of violation, the fine shall be immediately assessed with no grace period.
 - 3. Further, after two (2) violations of the same requirement within any twelve (12)-month rolling year, Authority reserves the right, in its sole discretion, to deem the repeated violations a breach of Contract and to seek any other remedies available to it under this Contract including, but not limited to, termination.

Performance Standard Fines

Infraction	Fee Schedule
1. Operational Deficiencies 2. Fees policy infraction 3. Late Reporting 4. Other Operational or Contractual Infractions	\$100 per day until corrected to Authority satisfaction
1. Security Infractions 2. Other Security, Badging or Safety Infractions	\$500 per occurrence

ARTICLE VIII. NON-DISCRIMINATION/AFFIRMATIVE ACTION

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

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

- B. Civil Rights. Concessionaire, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-

aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

appropriate, including, but not limited to, withholding of payments to Concessionaire under this Contract until Concessionaire complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.

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

Article IX. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

Section 9.01 AUTHORITY POLICY

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

Section 9.02 NON-DISCRIMINATION

- A. Concessionaire and any subcontractor of Concessionaire will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Concessionaire will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure

by Concessionaire to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.

- B. This Contract is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- C. Concessionaire agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

Section 9.03 ACDBE PARTICIPATION AND COMPLIANCE

- A. ACDBE Goal. No specific goal for ACDBE participation has been established for this Contract; however, Concessionaire agrees to make a good faith effort, in accordance with the Authority ACDBE Program, throughout the Term of this Contract, to contract with ACDBE firms certified as Airport Concession Disadvantaged Business Enterprises (ACDBE) under the Florida Unified Certification Program pursuant to 49 CFR part 23 in the performance of this Contract.
- B. ACDBE Termination and Substitution. Concessionaire is prohibited from terminating or altering or changing the scope of work of an ACDBE subcontractor except upon written approval of Authority in accordance with Authority's procedures relating to ACDBE terminations contained in the ACDBE Program. Failure to comply with the procedure relating to ACDBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the ACDBE Program.
- C. Monitoring. Authority will monitor the ongoing good faith efforts of Concessionaire in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Concessionaire and the ACDBE participant, and other records pertaining to ACDBE participation, which Concessionaire will maintain for a minimum of three years following the end of this Contract. Opportunities for ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Concessionaire for the achievement of these goals.
- D. Prompt Payment. Concessionaire agrees to pay each subcontractor under this Contract for satisfactory performance of its Contract no later than ten (10) calendar days from the receipt of each invoice and acceptance of work or services. Any delay or postponement of payment from the above

referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both ACDBE and non-ACDBE subcontractors.

Article X. CONSTRUCTION AND CAPITAL INVESTMENT

Section 10.01 CONSTRUCTION BY CONCESSIONAIRE

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

Section 10.02 AUTHORITY STANDARDS

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

Section 10.03 TITLE TO IMPROVEMENTS

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

Article XI. DISCLAIMER OF LIENS

The interest of Authority the Assigned Areas will not be subject to liens for any work, labor, materials or improvements made by or for Concessionaire to the Assigned Areas, whether or not the same is made or done in accordance with an agreement between Authority and Concessionaire. It is specifically

understood and agreed by Concessionaire that in no event will Authority or the interest of Authority in the Assigned Areas be liable for or subject to any mechanic's, laborer's or materialmen's liens for materials furnished, improvements, labor or work made by or for Concessionaire to the Assigned Areas. Concessionaire is specifically prohibited from pledging, liening, or otherwise encumbering any assets located at the Airport or any interest in this Contract without prior written approval by the Authority. Concessionaire is specifically prohibited from subjecting Authority interest in the Assigned Areas to any mechanic's, materialmen's, or laborers' liens for improvements made by or for Concessionaire or for any materials, improvements or work for which Concessionaire is responsible for payment. Concessionaire will indemnify and hold Authority harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Assigned Areas or Authority, including attorney fees incurred by Authority. Concessionaire will provide notice of this disclaimer of liens to all contractors or subcontractors providing any materials or making any improvements to the Assigned Areas.

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

Article XII. MAINTENANCE, UTILITIES AND REPAIRS

Section 12.01 CONCESSIONAIRE'S MAINTENANCE OBLIGATIONS

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

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

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

Section 12.02 AUTHORITY MAINTENANCE AND UTILITY OBLIGATIONS

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

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

Article XIII. DEFAULT, REMEDIES AND TERMINATION RIGHTS

Section 13.01 EVENTS OF DEFAULT

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

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

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

Section 13.02 AUTHORITY REMEDIES

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

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

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure, or omission of Authority to re-enter the Assigned Areas or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Assigned Areas. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

Section 13.03 CONCESSIONAIRE REMEDIES

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

Section 13.04 CONTINUING RESPONSIBILITIES OF CONCESSIONAIRE

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

Article XIV. INDEMNIFICATION

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

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

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

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

1. The presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
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

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

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

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00.

Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

Article XV. INSURANCE

Section 15.01 INSURANCE TERMS AND CONDITIONS

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

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

covering the work performed pursuant to this 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.

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

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

B. Commercial General Liability Insurance

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

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

C. Business Automobile Liability Insurance

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. Waiver of Subrogation

Concessionaire, for itself and on behalf of its insurers, to the fullest extent permitted by law without

voiding the insurance required by this Contract, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Concessionaire.

E. Conditions of Acceptance

The insurance maintained by the Concessionaire must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at www.TampaAirport.com

> Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

Section 15.02 INCIDENT NOTIFICATION

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

Section 15.03 CUSTOMER CLAIMS, ISSUES, OR COMPLAINTS

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

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

Section 15.04 CONDITIONS OF ACCEPTANCE

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

Article XVI. SECURITY FOR PERFORMANCE

Section 16.01 FORM OF SECURITY DEPOSIT

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

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

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

Section 16.02 APPLICATION OF SECURITY DEPOSIT

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

Section 16.03 RELEASE OF SECURITY DEPOSIT

The release of the Security Deposit will be subject to the satisfactory performance by Concessionaire of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Contract, the release of Security Deposit will not occur until all fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Concessionaire's audit or has successfully conducted an audit in accordance with the provisions of Section 5.08 of this Contract. In the event of a dispute as to the condition of the Assigned Areas, only the amount in dispute will be retained for remedy. Authority shall release the Security Deposit without interest within 30 days of meeting the above requirements.

Article XVII. PROPERTY DAMAGE

Section 17.01 PARTIAL DAMAGE

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

Section 17.02 EXTENSIVE DAMAGE

In the event damages as a result of any event outlined in Section 17.01 are so extensive as to render all or a significant portion of the Assigned Areas unusable, but capable of being repaired within 120 days, Concessionaire will give Authority immediate notice thereof, and Authority will make the necessary repairs with due diligence, at its own cost and expense.

Section 17.03 COMPLETE DESTRUCTION

In the event the Assigned Areas are completely destroyed as a result of an event outlined in Section 17.01 and the damages render the entire Assigned Areas unusable and the Assigned Areas cannot be repaired within 120 days, Concessionaire will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, or reconstruct said Assigned Areas. In the event Authority elects not to repair, replace, or reconstruct said Assigned Areas, Authority will not be required to grant alternative Assigned Areas to Concessionaire and this Contract and the obligations of the Parties hereunder will terminate.

Section 17.04 ABATEMENT OF FEES

In the event of extensive damage or complete destruction as referenced in Section 17.02 and Section 17.03, the portion of the Privilege Fee attributable to unusable Assigned Areas will abate from the date of casualty until such time as Authority issues notice to Concessionaire that the unusable portion of the Assigned Areas can be re-occupied. For purposes of this Section 17.04, the portion of Privilege Fee attributable to the unusable Assigned Areas shall be the proportion of Privilege Fee equal to the proportion of total Gross Receipts in the prior Contract Year attributable to the unusable Assigned Areas. Notwithstanding the foregoing, in the event the Assigned Areas are damaged or destroyed as a result of an act, omission, or negligence of Concessionaire, its employees, agents, representatives, invitees and/or subcontractors, Concessionaire's Privilege Fee will not abate and Concessionaire will be responsible for all costs to repair or rebuild that portion of the Assigned Areas damaged or destroyed as a result thereof.

Section 17.05 LIMITS OF AUTHORITY OBLIGATIONS DEFINED

Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Concessionaire and will be of equivalent quality to that originally installed hereunder. Authority will not be responsible to Concessionaire for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Assigned Areas regardless of the cause of damage.

Section 17.06 ALTERNATE SPACE

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

Section 17.07 WAIVER OF SUBROGATION

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

Article XVIII. DAMAGING ACTIVITIES

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

The term "Hazardous" will mean:

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

Article XIX. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

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

Article XX. AIRPORT SECURITY

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

Article XXI. AMERICANS WITH DISABILITIES ACT

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

Article XXII. 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 XXIII. RIGHT OF FLIGHT

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

Article XXIV. FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Assigned Areas are located, for public purposes, for a period in excess of 90 consecutive days, then this Contract will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, Concessionaire's obligation to pay the Privilege Fee will cease; however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

Article XXV. PROPERTY RIGHTS RESERVED

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

Article XXVI. ASSIGNMENT AND SUBCONTRACT

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

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

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

Article XXVII. CORPORATE TENANCY

If Concessionaire is a corporation, the undersigned officer of Concessionaire hereby warrants and certifies to Authority that Concessionaire is a corporation in good standing, is authorized to do business

in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Contract by his or her signature thereto.

Article XXVIII. 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 XXIX. RIGHT TO DEVELOP AIRPORT

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

Article XXX. APPLICABLE LAW AND VENUE

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

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

Article XXXI. RIGHT TO AMEND

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

Article XXXII. 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 XXXIII. NOTICES AND COMMUNICATIONS

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

**TO AUTHORITY:
(MAIL DELIVERY)**

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

OR

(HAND DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
5411 SkyCenter Dr., Suite 500
Tampa, Florida 33607
Attn: Chief Executive Officer

**TO CONCESSIONAIRE:
(MAIL DELIVERY)**

Ready Credit Corporation
P.O. Box 46730
Eden Prairie, MN 55344
Attn: Chief Executive Officer

OR

(HAND DELIVERY)

Ready Credit Corporation
10340 Viking Drive, Suite 125
Eden Prairie, MN 55344
Attn: Chief Executive Officer

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

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

Article XXXIV. SUBORDINATION TO TRUST AGREEMENT

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

Article XXXV. 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 XXXVI. RADON GAS NOTIFICATION

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

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

Article XXXVII. RELATIONSHIP OF THE PARTIES

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

Article XXXVIII. AUTHORITY APPROVALS

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

Article XXXIX. INVALIDITY OF CLAUSES

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

Article XL. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

Article XLI. TAXES

Concessionaire will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and ad valorem taxes of any kind, against Concessionaire's Assigned Areas, the real property and any improvements thereto, Trade Fixtures and other personal property used in the performance of the Concession or leasehold estate which are created herein, or which result from Concessionaire's occupancy or use of the Assigned Areas or assessed on any payments made by Concessionaire hereunder, whether levied against Concessionaire or Authority. Concessionaire will also pay any other taxes, fees, or assessments against the Assigned Areas or leasehold estate created herein. Concessionaire will pay the taxes, fees, or assessments reflected in a notice Concessionaire receives from the Authority within 30 days after Concessionaire's receipt of that notice or within the time period prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Concessionaire and Concessionaire will remit payment directly to the taxing authority, in such instance. Concessionaire may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Authority. Concessionaire shall pay to Authority, with each payment of Privilege Fee to Authority, all sales or other taxes which may be due with respect to such payments, and upon receipt, Authority shall remit such taxes to the applicable taxing authorities.

Article XLII. SIGNATURES

Section 42.01 SIGNATURE OF PARTIES

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

Section 42.02 COUNTERPARTS

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

Article XLIII. CONCESSIONAIRE AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Concessionaire is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Concessionaire does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Concessionaire does not have a duly noted resident agent for service of process, as an alternative method of service of process, Concessionaire may be personally served with such process out of this State, by the registered mailing

of such complaint and process to Concessionaire at the address set out in this Contract. Such service will constitute valid service upon Concessionaire as of the date of mailing. Concessionaire will have 30 days from date of mailing to respond thereto. It is further expressly understood that Concessionaire hereby agrees to the process so served, submits to the jurisdiction of the court, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

Article XLIV. COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

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

Article XLV. DATA SECURITY

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

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

Article XLVI. FLORIDA PUBLIC ENTITY CRIMES

Concessionaire attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes. No goods, merchandise or material will be kept or stored by Concessionaire at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Contract which will increase the rate of or suspend any insurance policy or coverage of Authority.

Article XLVII. HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

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

Article XLVIII. NON-DISCLOSURE

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

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

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

Concessionaire agrees that any disclosure of the Information by Concessionaire's employees and/or representatives will be deemed a breach of this Contract. Concessionaire agrees that in the event of any

breach or threatened breach by Concessionaire of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

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

Article XLIX. WAIVERS OF CLAIMS

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

Article L. COMPLETE CONTRACT

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

Remainder of page was intentionally left blank

IN WITNESS WHEREOF, the parties hereto have set their hands on this ____ day of _____, 2022.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Gary W. Harrod, Chairman

WITNESS:

Signature

Printed Name

Approved as to form for legal sufficiency:

BY:

David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Gary W. Harrod, in the capacity of Chairman, and Jane Castor, in the capacity of Secretary, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. He is personally known to me and did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

READY CREDIT CORPORATION

Signed in the Presence of:

Denise Morgan
Witness

DENISE MORGAN
Printed Name

Kurt Duhn
Witness

KURT DUHN
Printed Name

BY: Brian Hedberg
Signature

President / CEO
Title

Brian Hedberg
Printed Name

10340 Viking Drive, Suite #125
Printed Address

Eden Prairie, MN 55344
City/State/Zip

READY CREDIT CORPORATION

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledge before me this 20th day of June

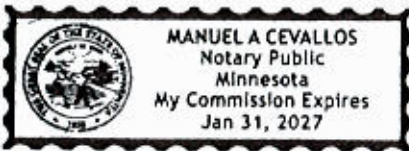
2022, by Brian Hedberg in the capacity of President / CEO
(Individual's Name) (Individual's Title)

at Ready Credit Corporation, a corporation on its behalf,
(Company Name)

Brian Hedberg known to me and
(He is / She is) (Personally / Not Personally)

has produced Drivers License
(Form of Identification)

Stamp or Seal of Notary



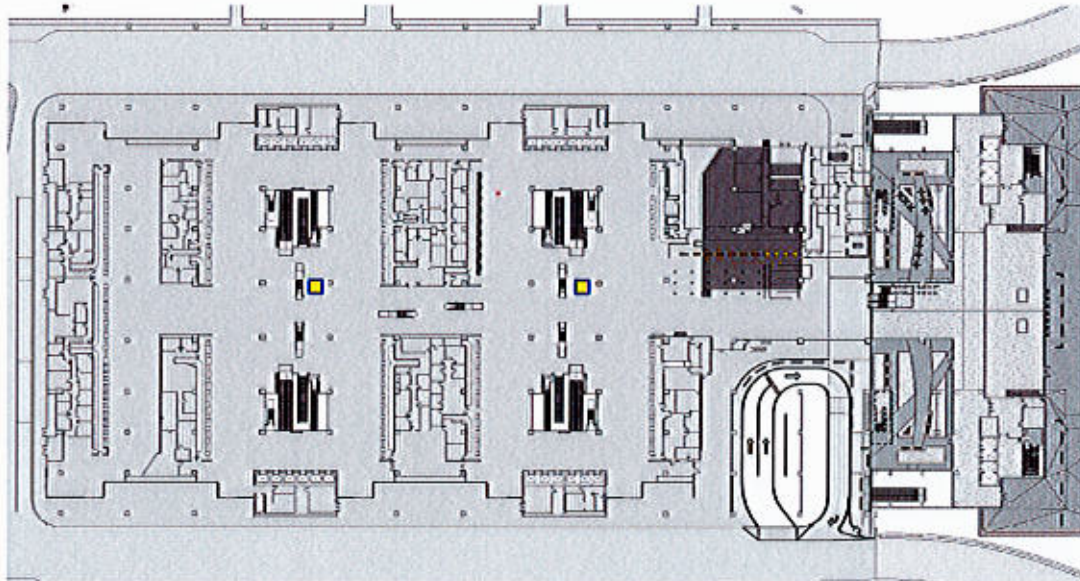
Manuel A. Cevallos
Signature of Notary

Manuel A. Cevallos
Printed Name

Jan. 31 2027
Date Notary Commission Expires (if not on stamp or seal)

EXHIBIT A
LOCATION MAP

READY CREDIT - TICKETING LEVEL
TPA-RC-001



Ready STATION Placement (Next to ATMs) ■

HILLSBOROUGH COUNTY AVIATION AUTHORITY



8/11/2022 12:14 PM C:\Users\jgibson\Documents\TPA-RC-001_Ready Credit Ticketing Level.dwg
jgibson@hillsborough.com

SCALE 1"=20'
SHEET TPA-RC-001

**EXHIBIT B
MONTHLY SALES REPORT**

Company Name: Ready Credit Corporation
 Address: 10340 Viking Drive, Suite 125
Eden Prairie, MN 55344
 Contact Name _____
 Contract #: _____
 Reporting Period (Month/Year): _____
 Date Submitted _____

Location	Gross Receipts
Total monthly Gross Receipts:	\$ _____
	X 10%
* Amount Due:	\$ _____

* Amount Due is 10% of Total monthly Gross Receipts

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

By: _____
 Signature

 Printed Name

 Title