

SPACE RENTAL AGREEMENT

FOR

RENTAL CAR CENTER

TAMPA INTERNATIONAL AIRPORT

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

FOX RENT A CAR, INC.

Board Date: August 3, 2023

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- Exhibit A Rental Car Center Support Space
- Exhibit B Federal Aviation Administration Required Provisions

HILLSBOROUGH COUNTY AVIATION AUTHORITY
SPACE RENTAL AGREEMENT FOR RENTAL CAR CENTER
TAMPA INTERNATIONAL AIRPORT

THIS SPACE RENTAL AGREEMENT FOR RENTAL CAR CENTER ("Agreement"), is made and entered into this 3rd day of August, 2023, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida ("Authority"), and FOX RENT A CAR, INC., a corporation organized under the laws of the State of California and authorized to conduct business in the State of Florida ("Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

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

WHEREAS, the Legislature of the State of Florida grants to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Airport; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, Authority owns certain land and buildings upon and around the Airport that are leased for use and development by airlines, concessionaires, and other tenants; and

WHEREAS, Company operates at the Airport under a written agreement with Authority, as may be extended by amendment or renewed by execution of a subsequent agreement for said operations, entitled Lease and Concession Contract for On-Airport Vehicle Rental Concession at Tampa International Airport ("Basic Contract"); and

WHEREAS, this Agreement leases certain premises of the Rental Car Center ("RCC") to Company in support of its operations under the Basic Contract, concurrently with and contingent upon the Basic Contract, at the terms and conditions stated herein.

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

ARTICLE 1

RECITALS

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

ARTICLE 2

DEFINITIONS

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

- 2.01 Act shall mean Chapter 2022-252, Laws of Florida, as amended, supplemented, and/or recodified from time to time.
- 2.02 Administrative Charge shall mean a charge of fifteen percent (15%) in addition to the cost of any service or other work provided by Authority for the benefit of Company required of Authority hereunder or provided as a result of damage to Authority property by Company or a Company Party to compensate Authority for its administrative costs. For an Administrative Charge to become due under this Agreement, except in the case of an emergency as determined by Authority, Authority must provide Company reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of Authority's intent to perform such work or service.
- 2.03 Agreement shall mean this Space Rental Agreement for Rental Car Center, as it may be amended from time to time.
- 2.04 Agreement Year shall mean each twelve (12) month period commencing on the first day of the Authority's Fiscal Year and ending on the last day of the Authority's Fiscal Year.
- 2.05 Airport shall mean Tampa International Airport, owned and operated by Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.
- 2.06 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to Company or the Airport (including Authority Rules and Regulations adopted by Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

- 2.07 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.
- 2.08 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan and Airport Emergency Plan and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.
- 2.09 BMP shall mean best management practice.
- 2.10 Chief Executive Officer ("CEO") shall mean the Chief Executive Officer of Authority and shall include such person or persons as may from time to time be authorized in writing by Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.
- 2.11 Company shall mean Company, as defined in the initial paragraph of this Agreement.
- 2.12 Company's Business shall mean the operation of on-airport vehicle rental concession, as provided for in the Basic Contract.
- 2.13 Company Parties shall mean, collectively, Company, and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.
- 2.14 Effective Date shall mean August 3, 2023.
- 2.15 EPA shall mean the Environmental Protection Agency.
- 2.16 EPC shall mean the Environmental Protection Commission of Hillsborough County.
- 2.17 Environmental Laws shall mean and include all applicable Federal, State, and local statutes, ordinances, regulations, rules, and orders relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and

Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes; all implementing rules, regulations, guidelines, and orders and all local laws, regulations, rules, ordinances, and orders insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Substances; and judicial interpretations of each of the foregoing.

- 2.18 Exclusive Premises shall mean those areas of the Rental Car Center and Company's service center site which are leased exclusively to Company pursuant to the Basic Contract, and which are more particularly described on Exhibit A, Operating Space Components to the Basic Contract.
- 2.19 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.
- 2.20 FAC shall mean Florida Administrative Code.
- 2.21 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.
- 2.22 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.
- 2.23 Fiscal Year shall mean the annual accounting period of Authority for its general accounting purposes which is the period of twelve consecutive months commencing on the first day of October and ending on the last day of September of any year.
- 2.24 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport or Company.
- 2.25 Hazardous Substances shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable

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

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

- 2.26 Indemnified Party or Indemnified Parties shall mean Authority, its successors and assigns, and each of the Authority's Board of Directors members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.
- 2.27 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' Rent, tax assessments, and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rent, tax assessments and charges due under this Agreement.
- 2.28 PWDS shall mean Premises Wiring Distribution System.
- 2.29 Rentable Square Feet or Rentable Square Foot shall mean, with respect to the RCC, the number of square feet of space in the RCC that is rentable to tenants.

- 2.30 Rental Car Center or RCC shall mean the Rental Car Center and any modifications, replacements, expansions, and/or improvements thereto, including the associated structures, roadways, facilities, infrastructure improvements to utilities, and other infrastructure to be constructed consisting of: (i) customer service area; (ii) the Exclusive Premises; (iii) Ready/Return Area; (iv) the QTA, together with a dedicated roadway for rental vehicle use; (v) storage/service facilities; and (vi) the portion of the common concessionaire areas and common public areas of the Rental Car Center allocated and dedicated to the concessionaires, as reasonably determined by the Authority.
- 2.31 Rental Rate shall mean the rate per Rentable Square Foot of space in the RCC, as calculated by the Authority.
- 2.32 Rent shall mean the rent and other fees and charges charged by Authority to Company pursuant to this Agreement as set forth in Article 7 or elsewhere in this Agreement.
- 2.33 Solid Waste shall mean (1) any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the FDEP, specifically Chapter 62-702, FAC; or (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.
- 2.34 State shall mean the State of Florida.
- 2.35 Support Space shall mean the areas within the RCC leased to Company as set forth in Article 4 of this Agreement. Support Space is separate and apart from Company's Exclusive Premises under the Basic Contract.
- 2.36 Tenant Work Permit ("TWP") Program shall mean the program adopted by Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of Authority or other occupant at the Airport.
- 2.37 Term shall have the meaning set forth in Section 6.02 of this Agreement.
- 2.38 Transportation Security Administration ("TSA") shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act ("ATSA"), Public Law 107-71 of 2001, as amended, or any successor agency thereto.

Additional words and phrases used in this Agreement but not defined herein shall have the meanings as defined under the Basic Contract or, if not so set forth, shall have their usual and customary meaning.

ARTICLE 3

SUBORDINATION TO BASIC CONTRACT

The Basic Contract is hereby incorporated into this Agreement as if it were set forth in its entirety. In addition, this Agreement is subject and subordinate to the Basic Contract.

ARTICLE 4

COMPANY SUPPORT SPACE

Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority in support of Company's operations under this Agreement certain real property as set forth in this Article ("Support Space"), consisting of approximately 908 square feet, as more particularly depicted on Exhibit A, Rental Car Center Support Space, dated October 1, 2023, attached hereto and by this reference made a part hereof.

Authority and Company may, during the Term of this Agreement by mutual agreement, add additional space(s) or delete space(s) from the Support Space. All space(s) added to the Support Space pursuant to this Article shall be subject to all the terms, conditions, and other provisions of this Agreement and Company shall pay to Authority all Rent, fees, and charges applicable to the additional space(s) in accordance with this Agreement. In the case of deletions of space(s) from the Support Space, any required Rent, fees, and charges paid to Authority by Company shall be appropriately adjusted. The Parties agree to modify Exhibit A, Rental Car Center Support Space as necessary to incorporate space additions to the Support Space and space deletions from the Support Space, by letter executed by the Vice President of Concessions and Commercial Parking and acknowledged in writing by Company, without need for formal amendment to this Agreement.

ARTICLE 5

USES AND RESTRICTIONS

5.01 Permitted Uses

The Support Space will be used by Company solely and exclusively for the purpose of providing support to Company's operation in the RCC and in accordance with the provisions of the Basic Contract. The Company will provide all necessary equipment, personnel, and other appurtenances necessary to conduct its operations hereunder.

5.02 Exclusions and Reservations

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

ARTICLE 6

TERM

6.01 Effective Date

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

6.02 Term

The Term of this Agreement commences October 1, 2023 and terminates September 30, 2028, unless terminated earlier as provided herein.

6.03 Commencement of Rent

The Rent, fees and charges due hereunder commence on October 1, 2023 and continue throughout the Term of this Agreement, unless this Agreement is terminated as provided herein.

6.04 Termination

- A. This Agreement is contingent on Company having the Basic Contract in effect and will automatically terminate at such time as the Basic Contract terminates, without further action required of either Party.
- B. This Agreement may be terminated by Authority, with or without cause, upon thirty (30) days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any Rent, fees or charges to Authority, upon thirty (30) days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination.

ARTICLE 7

RENT

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

7.01 Rent

The total annual rent for the Support Space will be \$22,509.32, payable in monthly installments of \$1,875.78, plus applicable taxes, on or before the first day of each and every calendar month, in advance and without demand, commencing on October 1, 2023. The Rental Rate for the Company shall be determined by Authority and is calculated as follows:

A. 908 square feet of Support Space at \$24.79 per square foot per year = \$22,509.32.

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

7.02 Adjustment of Rent

Rent is subject to periodic adjustments by the Authority. Such adjustments will be an increase of two percent (2%) on October 1st of each year of the Term. If Authority adjusts its established Rental Rate or fees more frequently than annually, the Rental Rate under this Agreement will also be adjusted without written amendment to this Agreement.

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

7.04 Interest on Delinquent Payments

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

7.05 Rent, Fees, and Other Charges a Separate Covenant

Company will not for any reason withhold or reduce its required payments of Rent, fees, and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that

the payment of Rent, fees, and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

7.06 Place of Payments

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

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

Or

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

Or

(HAND DELIVERY)
Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
500 SkyCenter Drive
Suite 500
Tampa, FL 33607

ARTICLE 8

OBLIGATIONS OF COMPANY

8.01 Business Operations

Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company will conduct its business operations hereunder in a lawful, orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Support Space or elsewhere in the RCC or on the Airport.

8.02 Conduct of Employees and Invitees

Company will, within reason, control the conduct, demeanor and appearance of its Company Parties and of those doing business with Company and, upon objection from Authority concerning

the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

8.03 Equipment and Vehicle Parking

Company will ensure that all equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any other operations at the RCC and/or the Airport. Company's vehicles and equipment will be parked in marked spaces and designated areas within its Exclusive Premises. Company's vendors and/or contractors will park their equipment and vehicles in designated parking areas as provided by Company and authorized by Authority.

8.04 Sound Level

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

8.05 Garbage, Debris, or Waste

Company will promptly remove from the Support Space or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Support Space or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored in the Support Space will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. The Company will use extreme care when affecting removal of all such waste.

8.06 Nuisance

The Company will not commit any nuisance, waste, or injury in the Support Space, common use areas, or elsewhere in the RCC and/or on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.

8.07 Excessive Load

The Company hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and Company will prohibit its Company Parties from placing excessive loads on paved or floor areas in the Support Space or common use areas.

The Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

8.08 Flammable Liquids

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

8.09 Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's equipment. Should interference occur as a result of Company's installation, Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

8.10 Taxes

The Company will bear, at its own expense, all costs of operating Company's Business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of the Support Space, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. The Company will also pay any other taxes, fees, or assessments against the Support Space or leasehold estate created herein. The Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within 30 days after Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority; provided, however, in case of any taxes, fees and assessments that are due to a party other than Authority, but for which Authority receives the notice, Authority shall provide such notice to Company within a reasonable period of Authority's receipt thereof. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing

authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

8.11 Permits and Licenses

The Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required in connection with the operation of Company's Business in the Support Space or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority upon request.

8.12 Vapor or Smoke

The Company will not create nor permit to be caused or created upon the Support Space, the common use areas, or elsewhere in the RCC and/or on the Airport, any obnoxious odor, smoke or noxious gases or vapors.

8.13 Cooperation with State Inspector General

Company shall comply with Section 20.055(5), Florida Statutes, and cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 9

MAINTENANCE AND REPAIR

9.01 General Obligations

Authority and/or Company's third-party facility manager will provide normal routine maintenance to the Support Space, including roof (structure and membrane), exterior, foundation, load bearing walls, mechanical, and electrical systems repairs and relamping and other structural elements of the RCC. Company will, throughout the Term, assume responsibility for maintenance for all of its installed equipment.

9.02 Reimbursement of Authority Made Repairs

Notwithstanding anything to the contrary in this Agreement, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business in the Support Space by Company or Company's Parties. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Company will pay all such costs and

expenses incurred by Authority, plus the Administrative Charge, within 15 days from the date of the invoice. Failure of Company to pay will be a condition of default.

ARTICLE 10
IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.01 Structural Alterations

Company will make no structural alterations to the Support Space without the prior written consent of Authority.

10.02 Alterations and Improvements to RCC and Airport

Company acknowledges that from time to time Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the RCC or the Airport that may temporarily affect Company's operations hereunder. Company agrees to accommodate Authority in such matters, even though Company's activities may be inconvenienced, and Company agrees that no liability will attach to Authority, its members, officers, employees, agents, or volunteers by reason of such inconvenience or impairment.

10.03 Removal and Demolition

Company and its subcontractors will not remove or demolish, in whole or in part, any improvements upon the Support Space without the prior written consent of Authority, which may, at its sole discretion, condition such consent upon the obligation of Company, at Company's cost, to replace the same by an improvement specified in such consent.

10.04 Approvals Extended to Architectural and Aesthetic Matters

Approval of Authority to any improvements to the Support Space will extend to and include architectural and aesthetic matters. Authority reserves the right to reject any design layouts or design proposals submitted by Company and to require Company to resubmit any such layouts or proposals at Company's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing.

10.05 Display Locations

The Company and its Company Parties will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface in the Support Space without the prior written approval of Authority.

10.06 Ceiling

The Company and its Company Parties will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above any of the Support Space without the prior written approval of Authority.

10.07 Company Improvements

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Support Space. The Company will make no improvements or alterations whatsoever to the common use areas. The Company will make no improvements or alterations whatsoever to the Support Space without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within 30 days after receipt by Authority of Company's plans and specifications, Authority will inform Company that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

10.08 Construction and Installation Schedule

Company will submit a schedule depicting the estimated time required to complete each phase of the construction and installation of the displays and improvements called for in the final plans. All improvements and displays installed by Company in the Support Space will be of high quality, safe, and fire-resistant materials.

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

10.09 Conditions

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

- A. The Company will obtain at Company's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other Applicable Laws of all appropriate Governmental Authorities.
- B. The Company agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with

Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.

- C. The Company agrees to hire only licensed contractors and subcontractors.
- D. The Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. The Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other Governmental Authority.
- E. The Company agrees to be solely responsible for any damage to the Support Space, RCC, common use areas, or Airport property resulting from Company's construction of improvements or alterations.

10.10 Completion of Improvements

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

ARTICLE 11

TITLE TO IMPROVEMENTS

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

ARTICLE 12
DEFAULT AND TERMINATION

12.01 Events of Default

The following events will be deemed events of default (each an "Event of Default") by Company:

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

12.02 Authority's Remedies

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

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

- A. Terminate Company's rights under this Agreement and, in accordance with Applicable Laws, take possession of the Support Space. The Authority will not be deemed to have thereby accepted a surrender of the Support Space, and Company will remain liable for all payments and other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default, plus an Administrative Charge thereon, will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the rate of one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws; or
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Support Space, whereupon all rights and interest of Company in the Support Space and common use areas will end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or non-compliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the Support Space 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 Support Space. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, privileges, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege or remedy by Authority will not impair its rights to any other right, power, option, privilege or remedy available under this Agreement or provided by Applicable Laws.

12.03 Continuing Responsibilities of Company

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

12.04 Habitual Default

Notwithstanding the foregoing, in the event that the Company has defaulted three (3) times within one (1) Agreement Year in the performance of or breached any of the terms, covenants and conditions required of this Agreement, as determined solely by the Authority, and regardless of whether the Company has cured each individual condition of breach or default, the Company may be determined by the Authority to be a "habitual violator." At the time that such determination is made, the Authority will issue to the Company a written notice advising of such determination and citing the circumstances therefore. Such notice will also advise Company that there will be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken together with all previous breaches and defaults, will be considered cumulative and collectively will constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Authority may terminate this Agreement upon the giving of written notice of termination to the Company, such termination to be effective upon delivery of the notice to the Company.

ARTICLE 13

DISCLAIMER OF LIENS

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

The interest of Authority in the Support Space, RCC, and common use areas will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Support Space, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Support Space, RCC, or common use areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or

improvements, labor or work made by or for Company to the Support Space. The Company is specifically prohibited from subjecting Authority's interest in the Support Space, RCC, or common use areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. The Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Support Space.

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

The Company will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, Authority may require Company, at Company's expense, to indemnify Authority and its Indemnified Parties against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and independently. It is the Parties' mutual intent that if this clause is found to be in conflict with Applicable Laws, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 14
UTILITIES

14.01 Utility Infrastructure

During the Term of this Agreement, Company will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunication, and data services at the Support Space.

14.02 Upgraded Utility Infrastructure

If Company requires utility infrastructure beyond what currently exists or is available to be extended to the Support Space boundary, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such utility infrastructure related to its use of the Support Space and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

14.03 Utility Services

During the Term of this Agreement, the Authority may separately charge Company for its use of all utilities including applicable sales tax. The Company agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, telecommunication services, and data services. The Authority will notify Company in writing of its intention to charge Company for utilities without the need for formal amendment to this Agreement. If Company desires to obtain telecommunications services using the Authority's Shared Tenant Services ("STS") network, Company agrees it will enter into a separate STS agreement.

14.04 Cabling Infrastructure

The Authority owns and maintains the PWDS cable infrastructure supporting telephone and data transmission generated within, to and from the Support Space. Company may use Authority's fiber optic cabling infrastructure for voice and data connectivity. The Company will pay monthly fees, as established on an annual basis by Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points used by Company. The Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of the fiber or additional strands of fiber will be at Company's expense. In addition, Company is required to pay Authority, at a rate established by Authority, or pay a competitive local exchange carrier, for dial tone or internet access for its telephone services and communication systems.

14.05 Easement Rights Reserved to Authority Regarding Utility Lines and Services

The Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Support Space and common use areas. When installing new lines or services, Authority will protect any existing improvements and will avoid any unreasonable interference with Company's operations.

ARTICLE 15

INGRESS AND EGRESS

15.01 Use of Public Way

The Company will have the right of ingress to and egress from the Airport, the Support Space, and the common use areas for Company's Parties, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery, and other property. Such right will be subject to Applicable Laws, and Authority's right to establish Rules and Regulations and Operating

Directives governing (A) the general public, including Company's customers, and (B) access to non-public areas at the RCC and at the Airport by Company's Parties.

15.02 Methods of Ingress or Egress

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

ARTICLE 16
INDEMNIFICATION

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

1. Presence on, use or occupancy of Authority property, including but not limited to, the Support Space;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, reckless, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement or the Basic Contract;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant;

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

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

1. Presence on, use or occupancy of Authority property, including but not limited to, the Support Space;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement or the Basic Contract;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant;

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

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by law, Company will indemnify and hold harmless Authority and the Indemnified Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company or any Company Party in the performance of this Agreement.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06 (1) or any other Applicable Laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of

Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

ARTICLE 17
INSURANCE

17.01 Insurance Terms and Conditions

Company must maintain the following minimum limits and coverages uninterrupted or amended through the Term of this Agreement. In the event Company becomes in default of the following requirements Authority reserves the right to take whatever actions deemed necessary to protect

its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that Authority, members of Authority's governing body, and Authority's officers, volunteers and employees are included as additional insureds.

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

17.02 Limits and Requirements

A. Workers' Compensation/Employer's Liability Insurance

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

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

B. Commercial General Liability Insurance

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

	<u>Agreement Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000

C. Business Auto Liability Insurance

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. Property Insurance – Contents

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

17.03 Waiver of Subrogation

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

17.04 Conditions of Acceptance

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

ARTICLE 18
SECURITY FOR PAYMENT

18.01 Payment Security Requirements

- A. Company will provide Authority on or before the Effective Date with acceptable Payment Security. Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. If such renewal or replacement Payment Security is not provided within thirty (30) days prior to cancellation, Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.
- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three (3) months' estimated Rent, or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three (3) months' estimated Rent, payable by Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute an Event of Default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within ninety (90) days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which Company commits no additional act or omission that would constitute an Event of Default under this Agreement or the termination of bankruptcy proceedings, whichever is later.
- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. The Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement

18.02 Satisfactory Performance

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

ARTICLE 19
PROPERTY DAMAGES

19.01 Partial Damage

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

19.02 Extensive Damage

In the event damages as referenced in Section 19.01 are so extensive as to render all or a significant portion of the Support Space is untenable, but capable of being repaired within one hundred twenty (120) days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

19.03 Complete Destruction

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

19.04 Abatement of Rent

In the event of extensive damage or complete destruction as referenced in Sections 19.02 and 19.03, the portion of the Rent attributable to untenable Support Space will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Support Space can be re-occupied. Notwithstanding the foregoing, in the event the Support

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

19.05 Limits of Authority's Obligations Defined

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

19.06 Waiver of Subrogation

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

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 21

FAA APPROVAL

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

ARTICLE 22

ENVIRONMENTAL

22.01 General Conditions

Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of

Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations in the Support Space and at the Airport, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable Environmental Laws that apply to Company's facilities or operations at the Support Space or the Airport. The Company acknowledges that such Environmental Laws change from time to time, and Company agrees to keep informed of any such future changes.

- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to indemnify and defend and hold harmless Authority and all other Indemnified Parties from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by Company or any of its Company Parties of applicable Environmental Laws and for any non-compliance by Company or any of its Company Parties with any permits issued to Company pursuant to such Environmental Laws, (ii) a presence or release of Hazardous Substances into the environment caused in whole or in part by Company or any of its Company Parties at the Support Space or the Airport, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws, or the violation of any Environmental Laws due to Company's or its Company Parties' management, control, authorization, handling, possession, or use of Hazardous Substances at the Support Space or elsewhere at the Airport; (iii) any breach by Company of any of the requirements of this Article 22; or (iv) Company's remediation or failure to remediate Hazardous Substances as required by this Agreement; which indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company or Company Parties or against Authority by reason of Company's or Company Parties' violation or non-compliance with Environmental Laws. The Company's obligations hereunder will survive the termination of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof, except that, in the event that Authority recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii) or (iv) above, Authority may not recover the same funds from Company; and provided, further, that the foregoing indemnity obligations are subject to the provisions of paragraphs (C) and (D) of Article 16 to the extent applicable.

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

22.02 Environmental Considerations

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

appropriate generator permit and will comply with all Applicable Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Applicable Laws.

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

22.03 Prior Environmental Impacts

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

22.04 Off-Site Environmental Impacts

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

22.05 Petroleum Storage Systems

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

Company, and Company will display the registration placard as required by Applicable Laws.

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

22.06 Stormwater

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

- A. The Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. The Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. The Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by

Company by implementing and maintaining BMPs. The Company will establish a BMP plan for the Support Space and submit a copy to Authority.

- B. The Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. The Company is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. The Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Support Space, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

22.07 Environmental Inspection at End of Agreement Term

- A. At Authority's discretion, at least one hundred twenty (120) days before the expiration or early termination of this Agreement as provided herein, Company will conduct an environmental inspection and examination of the Support Space. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Support Space have been impacted by the release of Hazardous Substances, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with Applicable Laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

- B. During the period of a cleanup due to the environmental condition of the Support Space or common use areas, Company's obligations, including the payment of Rent, fees and other charges, under the existing terms of the Agreement, will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the Governmental Authority and must be reasonably acceptable to Authority.

ARTICLE 23
REPORTS AND AUDITS

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

At any time or times during this Agreement or within three (3) years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of substantiating the accuracy of payments to Authority or Company's compliance with other provisions of this Agreement. Free and unrestricted access will be granted to all of Company's records directly pertinent to this Agreement for purposes of substantiating payments or compliance with this Agreement. If the records are maintained at locations other than the Airport, Company will arrange for said records to be brought to a location convenient for Authority auditors to conduct the engagement as set forth in this Article. In the event Company maintains the needed documentation in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed. If, as a result of any engagement, it is established that Company owes additional Rent, fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest in accordance with Section 7.04.

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

penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 25

NON-DISCRIMINATION

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

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

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

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

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

ARTICLE 26

NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and Authority

herein reserves the right to grant similar privileges to another concessionaire, lessee, or other tenants on other parts of the Airport.

ARTICLE 27
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 28
RIGHT OF ENTRY

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

ARTICLE 29
RIGHT OF FLIGHT

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

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

ARTICLE 30
GOVERNMENT INCLUSION

30.01 Subordination to Federal Agreements

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

30.02 Federal Government's Emergency Clause

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

30.03 Security

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

ARTICLE 31

SIGNS

31.01 Written Approval

Except with the prior written approval of Authority, which shall not be unreasonably withheld, conditioned, or delayed, Company will not erect, maintain, or display any signs or any advertising at or on the Support Space, RCC, or common use areas.

31.02 Removal

Upon the expiration or termination of this Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Support Space, RCC, and common use areas and, in connection therewith, will restore the portion of the Support Space, RCC, and common use areas affected by such signs or advertising to substantially the same conditions as existed at the commencement of the Term. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Support Space, RCC, and common use areas, Authority may perform the necessary work, at the expense of Company, plus an Administrative Charge.

ARTICLE 32

ASSIGNMENT AND SUBLEASING

Company will not assign, sublease, or license this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. Any purported assignment, license, or sublease of this Agreement without the prior written consent of Authority shall be void *ab initio* and of no effect. If a sublease is approved, Company will be solely responsible for ensuring that its sublessee performs pursuant to and in compliance with the terms of this Agreement.

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

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

ARTICLE 33

COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State,

and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto.

ARTICLE 34
CONDEMNATION

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

ARTICLE 35
SURRENDER OF SUPPORT SPACE

Company will surrender up and deliver the Support Space to Authority upon the conclusion of the Term, or earlier termination of this Agreement, in the same condition as existed at the commencement of the Term, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Support Space, RCC, and common use areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of payment of any Rent, Authority will have a lien for such Rent upon any property found upon the Support Space, RCC, or common use areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Support Space, RCC, or common use areas without written approval of Authority.

ARTICLE 36
PERSONAL PROPERTY

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

ARTICLE 37
APPLICABLE LAW AND VENUE

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

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

ARTICLE 38
AUTHORITY APPROVALS

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

ARTICLE 39
INVALIDITY OF CLAUSES

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

ARTICLE 40
HEADINGS

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

ARTICLE 41
NOTICES AND COMMUNICATIONS

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

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

TO Company:
(MAIL DELIVERY)
Fox Rent A Car, Inc.
Attn: President
4135 S. 100th East Avenue
Tulsa, OK 74146

Or

Or

(HAND DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
5411 SkyCenter Drive
Suite 500
Tampa, Florida 33607
Attn: Chief Executive Officer

(HAND DELIVERY)
Same as above

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

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

ARTICLE 42

SUBORDINATION TO TRUST AGREEMENT

- A. This Agreement and all rights of Company hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement and other financing documents made by Authority authorizing the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify Company in advance of any proposed amendments or supplements to the Trust Agreement and other financing documents that would alter the terms and provisions of this Agreement.
- C. With respect to Bonds, Subordinated Indebtedness and Other Indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds, Subordinated Indebtedness and Other Indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") (collectively, "Tax-

Exempt Indebtedness”), Company may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Support Space, if the act or failure to act may cause Authority, in the sole judgment of Authority, to be in noncompliance with the provisions of the Code, nor may Company take, or persist in, any action or omission which may cause the Tax Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the “AMT”), to become subject to the AMT for Federal income tax purposes, and Company may not elect to take depreciation on any portion of the Support Space financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 43

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 Support Space is located for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, Company's obligation to pay Rent 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 44

RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

44.01 Radon Gas

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

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

44.02 Other Property Conditions

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

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

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

ARTICLE 45

RELATIONSHIP OF THE PARTIES

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

ARTICLE 46

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

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

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

The Authority maintains its records in electronic form in accordance with State records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

ARTICLE 47
MISCELLANEOUS

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

ARTICLE 48
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 49
INCORPORATION OF EXHIBITS

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

ARTICLE 50
NO INDIVIDUAL LIABILITY

No Board member, officer, agent, director, or employee of Authority shall be charged personally or held

contractually liable by or to any other person under the terms or provisions of this Agreement or because of any breach thereof.

ARTICLE 51

AMENDMENTS

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

ARTICLE 52

COMPLETE AGREEMENT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 3rd day of August, 2023.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____

David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

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

FOX RENT A CAR, INC.

[Handwritten Signature]

By: _____

Title: Managing Director

Gerardo Bermejo

Print Name

4135 South 100th East Avenue Suite 200 Tulsa OK 74146

Print Address

Signed in the presence of:

Billie Ketchum

Witness Signature

BILLIE KETCHUM

Print Name

Jerame Jackson

Witness Signature

JERAME JACKSON

Print Name

FOX RENT A CAR, INC.

STATE OF OK

COUNTY OF Wagoner

The foregoing instrument was acknowledged before me by means of D physical presence or D o n line notarization, this 06 day of July, 2023, by Gerardo Bermejo as
(name of person)

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



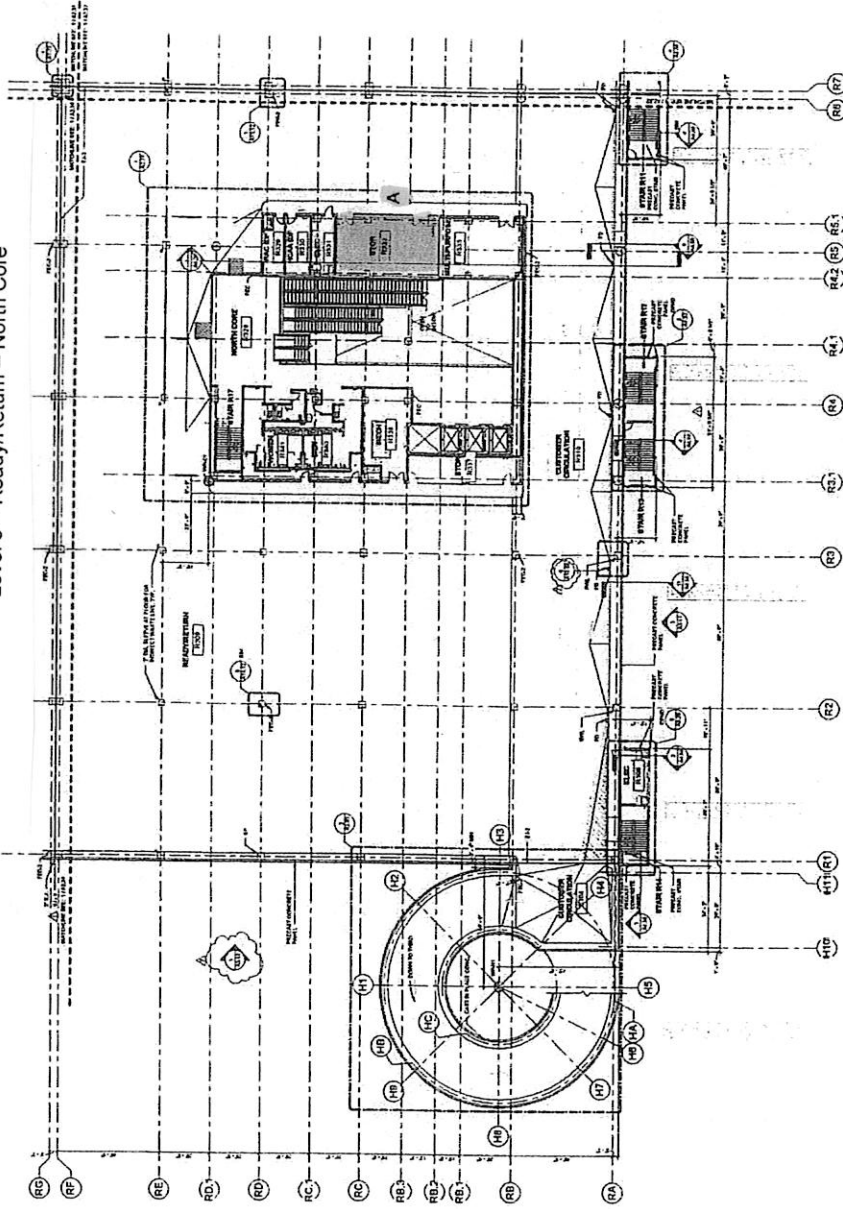
S. Corley
(Signature of Notary Public - State of OK)

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

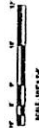
Personally known to me OR Produced Identification

DL
(Type of Identification Produced)

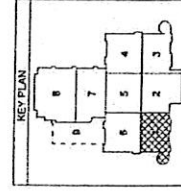
Exhibit A
 Rental Car Center Support Space
 A. 908 square feet of Rental Car Center Support Space
 Level 3 - Ready/Return - North Core



© 2023 HOK



Scale: 1/8" = 1'-0"



LEVEL 3 ZONE 1 FLOOR PLAN
 CONSOLIDATED RENTAL CAR FACILITY (CONRAC)
 A2.31
 DATE: 10/01/2023

NO.	DATE	DESCRIPTION
1	10/01/23	ISSUED FOR PERMIT
2	10/01/23	ISSUED FOR PERMIT
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9	10/01/23	ISSUED FOR PERMIT
10	10/01/23	ISSUED FOR PERMIT

International Airport
 Consolidated Rental Car Facility (CONRAC) & Move System (AMS)
 CONSOLIDATED RENTAL CAR FACILITY (CONRAC)
 ICAAN Project No. 1105-14

DW
 Demetrios Wong
 architecture

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 Houston, TX 77057

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 HOUSTON, TEXAS 77057

GS & P
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 2001 W. WILSON
 HOUSTON, TEXAS 77057

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APPROVED FOR PERMIT
 ARCHITECT
 PROJECT NUMBER:
 CONRAC

CONSOLIDATED RENTAL CAR FACILITY (CONRAC)

- GENERAL NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF HOUSTON BUILDING CODE AND ALL APPLICABLE REGULATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HOUSTON.
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 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF HOUSTON.

Exhibit B

Federal Aviation Administration Required Provisions

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

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

- B. Civil Rights – Title VI Assurances – Compliance With Nondiscrimination Requirements.

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

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

5. Sanctions for Noncompliance: In the event of Company's noncompliance with the non-discrimination provisions of the Agreement, Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Company under the Agreement until Company complies; and/or
 - b. Cancelling, terminating, or suspending the Company's rights under the Agreement, in whole or in part.

6. Incorporation of Provisions: Company must include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of the Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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