

Verizon Wireless Site Name/Number: Frontier Pole IMall - B

HILLSBOROUGH COUNTY AVIATION AUTHORITY

LICENSE AGREEMENT

CELLCO PARTNERSHIP, a Delaware partnership

d/b/a VERIZON WIRELESS

4750 JIM WALTER BOULEVARD

TAMPA INTERNATIONAL AIRPORT

HILLSBOROUGH COUNTY

PREPARED BY:

SUSAN COLLINS

COMMERCIAL REAL ESTATE

HILLSBOROUGH COUNTY AVIATION AUTHORITY

P. O. Box 22287

TAMPA, FLORIDA 33622

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Exhibit B	Standard Procedure S250.06, Contractual Insurance Terms and Conditions

HILLSBOROUGH COUNTY AVIATION AUTHORITY
LICENSE AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ___ day of _____, 2019, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (hereinafter referred to as the "Authority"), and CELLCO PARTNERSHIP, a Delaware partnership d/b/a Verizon Wireless with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as the "Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

WHEREAS, Authority controls, operates, and maintains an airport on property located in the County of Hillsborough, State of Florida, known as Tampa International Airport (hereinafter referred to as the "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 the Airport; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, since August of 2015, Company has used approximately one hundred (100) square feet of land more or less on Authority property, as generally depicted in Composite Exhibit A, "Description and Sketch," dated August 2018 and "Survey of License Agreement Areas" dated March 2018 attached hereto and by this reference made a part hereof (hereinafter referred to as "Premises") for the installation and maintenance of a wireless communications cell site, without Authority approval; and

WHEREAS, Authority agrees to grant to Company a license to use the Premises, which contains an existing forty-four foot (44') tall utility pole (the "Pole"), associated antennae, an equipment cabinet, and other ancillary equipment (collectively, the "Equipment") for the purposes of maintaining and operating a wireless communications cell site (the "Permitted Uses").

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

PREMISES

Authority hereby grants to Company a non-exclusive, revocable license and right to use the Premises as shown on Composite Exhibit A. Company accepts the Premises in their "as is" condition, subject to the terms of this Agreement. Notwithstanding anything contained herein to the contrary, should the Authority at any time during the initial Term or any renewal option require the use of the Premises, the Authority will deliver to Company written notice requesting that Company relocate its Equipment to a mutually agreeable location within the Airport within thirty (30) days prior written notice. Any such relocation shall be at Company's sole cost and expense. In the event that the Parties cannot mutually agree as to an acceptable relocation space, either Party may terminate this Agreement, which termination shall take effect 60 days from the date of delivery of the written notice

ARTICLE 3

USES AND RESTRICTIONS

3.01 Permitted Uses

The Premises will be used solely and exclusively for the Permitted Uses such that Company can provide specific area coverage in support of Company's wireless communications network and uses incidental thereto.

3.02 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises separate and apart from the conduct of the Permitted Uses, as described in this Article.
- B. Company will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewage, water, communications, fire protection, utility, electric, or other systems installed or located from time to time at the Airport; and Company will not engage in any activity prohibited by Authority's existing or future noise abatement procedures or Authority's Rules and Regulations, Standard Procedures, and Operating Directives.

- C. The rights and privileges granted to Company pursuant to this Article will be subject to any and all Rules and Regulations, Standard Procedures, and Operating Directives established by Authority. The Authority shall supply Company with any such specific Rules and Regulations, Standard Procedures and/or Operating Directives within five (5) business days of Company's written request for the same.
- D. Company will not do or permit to be done anything, either by act or failure to act, that will knowingly 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 knowingly 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, upon written notification from Authority and pay the increase in premiums; 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 the Company.
- F. Any and all rights and privileges not specifically granted to Company pursuant to this Agreement are hereby reserved for and to Authority.
- G. The existing pole is located in the City of Tampa Right of Way on property owned by the Authority.

ARTICLE 4

TERM

4.01 Effective Date

This Agreement will become effective upon execution by Company and approval and execution by Authority (hereinafter referred to as "Effective Date").

4.02 Term

The Term of this Agreement shall commence retroactively to August 1, 2015 (the "Commencement Date") and terminate July 31, 2022 ("Termination Date"), unless terminated earlier as provided herein.

4.03 Renewal Option

This Agreement may be renewed upon the same terms and conditions hereunder for four (4), one (1) year periods, provided: (a) Company is not in default of any terms of this Agreement beyond all applicable cure periods, or in the payment of any fees or other charges to Authority, (b) Company provides written notice of its intent to so extend the Agreement at least sixty (60) days prior to the then expiration of the Agreement, and (c) the Authority CEO or designee approves such extension. Such renewals will be effective by letter from Authority without formal amendment to this Agreement. If such renewal options are exercised by Company and approved by Authority CEO, this Agreement will have a final termination date of July 31, 2026. Notwithstanding the foregoing, if at the end of the fourth (4th), one (1) year renewal term this Agreement has not been otherwise terminated, Company shall have the right, provided it is not in default of any terms of this Agreement beyond all applicable cure and notice periods, to elect to renew this Agreement for three (3) additional one (1) year terms, by giving Authority prior written notice of Company's intent to renew the Agreement at least sixty (60) days prior to the end of the then current term and upon written acceptance by the Authority CEO.

4.04 Commencement of Rent

The Rent (as hereinafter defined) due as set forth in Article 5 shall commence on August 1, 2019 ("Rent Commencement Date") and will continue throughout the Term of this Agreement and any renewal periods unless this Agreement is terminated as provided herein. Back Rent due pursuant to Paragraph 5.02 below is due in full and payable prior to July 31, 2019.

4.05 Termination

This Agreement may be terminated by Company, with or without cause, if Company is not in default of any of the terms and conditions of this Agreement beyond all applicable cure periods or in the payment of any fees or other charges to the Authority, upon 30 days' written notice to the Authority. Should the Authority at any time during the initial Term or renewal options require the use of the Premises, the Authority will deliver to Company written notice requesting that Company relocate its Equipment to a mutually agreeable location within the Airport within thirty (30) days. Any such relocation shall be at Company's sole cost and expense. In the event that the Parties cannot mutually agree as to an acceptable relocation space, either Party may terminate this Agreement, which termination shall take effect 60 days from the date of delivery of the written notice.

ARTICLE 5
PAYMENTS

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents, fees and charges on or before the first day of each and every month, unless otherwise specified, throughout the Term for the Premises.

5.01 Rents

As consideration for the use of the Premises, Company agrees to pay to Authority, without proration for a partial month, the total rent for the Premises of \$600.00 per month (the "Rent"), plus applicable taxes if applicable.* The Rent shall increase annually on each anniversary of the Rent Commencement Date during the Term of this Agreement, including any renewal options, by an amount equal to 3% of the Rent due in the immediately preceding Agreement year. ***Pursuant to Florida law communications facilities are exempt from taxes.**

5.02 Back Rent

The Parties hereby acknowledge and agree that the Company owes back rent ("Back Rent") for previous unauthorized use of the Premises for 48 consecutive months from August 1, 2015 through July 31, 2019, calculated as follows:

48 months @ \$600.00 per month = \$28,800.00
Total Amount Due = **\$28,800.00**

5.03 Fees and Other Payments a Separate Covenant

Company will not for any reason withhold or reduce Rent or Back Rent required under this Agreement, except as otherwise provided for herein, it being expressly understood and agreed by the Parties that the payment of such Rent or Back Rent is a covenant by Company that is independent of the other covenants of the Parties hereunder.

5.04 Interest on Delinquent Charges or Fees

Without waiving any other right or action available to Authority in the event of default of Company's payment of Rent or Back Rent and in the event Company is delinquent in paying to Authority Rent for a period of thirty (30) days after the payment is due, Authority reserves the right to charge Company interest thereon from the date the Rent became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the Rent became due plus four percent

(FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.

5.05 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 22287
Tampa, Florida 33622-2287

or

(HAND DELIVERY)
Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
2nd Level, Red Side
Tampa, Florida 33607

ARTICLE 6

OBLIGATIONS OF COMPANY

6.01 Business Operations

Company will conduct its operations hereunder in a lawful, orderly and commercially reasonable manner, consistent with industry standards, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near Premises or elsewhere on Airport.

6.02 Conduct Of Employees And Invitees

Company will use commercially reasonable efforts to control the conduct, demeanor and appearance of its employees, invitees, 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.

6.03 Nuisance

Company will use commercially reasonable efforts to prohibit committing any nuisance, waste, or injury on Premises or elsewhere on Airport and Company will not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste, or injury.

6.04 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 Federal Aviation Administration (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.

6.05 Taxes

Company is required to bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, that are assessed against Company's use and occupancy of the Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority, to the extent applicable. Company will also pay any other taxes, fees, or assessments against Premises or leasehold estate created herein. 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. 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.

6.06 Permits and Licenses

Company is required to obtain and maintain throughout the Term of this Agreement including all renewal options, all permits, licenses, or other authorizations required in connection with the

operation of its business on Premises and/or at Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

6.07 Vapor or Smoke

Company is prohibited from creating any obnoxious odor, smoke or noxious gases or vapors upon Premises or elsewhere on Airport.

6.08 Garbage, Debris, or Waste

Company will promptly remove from the Premises 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 Premises or its operations.

ARTICLE 7
MAINTENANCE AND REPAIR

7.01 Authority's Responsibilities

Except as set forth below, Authority will not be liable for or required to make any repairs or perform any maintenance upon Premises. Authority retains the right, after giving reasonable advance notice to Company, to enter upon Premises to perform any repair thereon, including utilities, which serves, in whole or in part, areas other than Premises. Authority will endeavor to use commercially reasonable efforts to minimize interference with activities authorized by this Agreement.

7.02 Company's Responsibilities

Company will, throughout the Term and any renewal options, assume responsibility for all repair and maintenance on Premises, whether such repair or maintenance is ordinary or extraordinary. Without limiting the generality hereof, Company is required to:

- A. Keep Premises and all of Company's fixtures, equipment, and personal property that are located on any part of Premises open to or visible by the general public, in a clean and orderly condition and appearance; and
- B. Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinances, resolutions or regulation of any competent authority; and

- C. Take such anti-erosion measures, including but not limited to, the planting and replanting of grasses, with respect to all portions of Premises not paved or built upon; and
- D. Be responsible for the maintenance and repair of all utility service lines, except common utility lines, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, sanitary sewers and storm sewers which are now or which may be subsequently located upon Premises and used by Company exclusively; and
- E. To make any repairs required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises.

The Authority assumes no responsibility for the protection of the Premises or of those using the Premises at any time during Company's use thereof.

7.03 Reimbursement of Authority Made Repairs

If Company fails to perform Company's maintenance responsibilities, Authority will have the right, but not the obligation, to perform such maintenance responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company a period of 30 days within which to correct the failure. 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 on Premises by Company or Company's agent.

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 a 15% administrative charge, within 15 days from the date of the invoice. Failure of Company to pay will be a condition of default.

ARTICLE 8

IMPROVEMENTS AND ALTERATIONS BY COMPANY

8.01 Structural Alterations

Company shall have the right to add, replace, remove or otherwise modify the Equipment on the Pole and within the Premises to meet current technology needs without the prior consent of the Authority. Company will make no other structural alterations on the Premises without the prior written consent of the Authority.

8.02 Alterations and Improvements to 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 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.

8.03 Conditions

If Company desires to make improvements or otherwise modify the Premises:

- A. 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 laws or regulations of all appropriate governing entities, including the State of Florida, Hillsborough County, City of Tampa and the Authority.
- B. 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. Company agrees to hire only licensed contractors and subcontractors.
- D. Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. 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 regulatory agency.
- E. Company agrees to be solely responsible for any damage to Premises or Airport property resulting from Company's construction of improvements or alterations.

8.04 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-builts, 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 9

TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed upon the Premises, with or without consent of Authority, including but not limited to, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like which, under the laws of the State of Florida, are part of the realty, will become and be deemed to be the property of the Authority upon termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises, or at Authority's sole option, Authority may require Company to remove any such fixed improvements installed by Company and restore the Premises to their original condition. Title to all personal property, including the Equipment, furnishings, wireless access points and trade fixtures will be and remain with Company and will be removed from the Premises within thirty (30) days following the termination or expiration of this Agreement. Company will pay any costs associated with the restoration of the Premises to its original condition, reasonable wear and tear excepted, upon such removal.

ARTICLE 10

DEFAULT AND TERMINATION RIGHTS

10.01 Events of Default

The following events will be deemed events of default by Company:

- . The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- A. The conduct of any business or performance of any acts on the Premises not specifically authorized in this Agreement or by any other agreement between the Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- B. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

- D. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

10.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following 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. Treat 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 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 Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime + 4%) or 12% per annum, whichever is greater, to the maximum extent permitted by law; or

- B. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Company in the Premises 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 Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of rents 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 Premises. 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 law.

10.03 Continuing Responsibilities of Company

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

ARTICLE 11 DISCLAIMER OF LIENS

The interest of Authority in the Premises will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Premises, 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 Premises be liable for or subjected to any mechanics', materialmen's, or laborer's liens for materials furnished or improvements, labor or work made by or for Company to the Premises. Company is specifically prohibited from subjecting Authority's interest in the Premises to any mechanics', materialmen's, or laborers' liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. Company will indemnify and hold Authority harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Premises or Authority, including attorney fees incurred by Authority. 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 Premises.

In the event any construction, mechanic's, laborer's, materialmen's or other lien or notice of lien is filed against any portion of the Premises for any work, labor or materials furnished to the Premises, 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.

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, its Board Members, officers, employees, agents, servants and volunteers 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 law, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 12

UTILITIES

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 Premises. When installing new lines or services, Authority will protect any existing improvements and will avoid any unreasonable interference with Company's operations.

ARTICLE 13

INGRESS AND EGRESS

13.01 Use of Public Way

Company will have the right of ingress to and egress from the Premises for Company's officers, employees, agents, and invitees, 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 Airport by Company's employees, suppliers of materials, and furnishers of services.

13.02 Methods of Ingress or Egress

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 Premises, so long as a means of ingress and egress reasonably equivalent is concurrently made available to Company. Company hereby releases and discharges Authority from any and all claims, demands, or causes of action

which Company may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 14
INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its agents, Board members, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Premises or the Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operation of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, or the environment (including but not limited to contamination of soil, groundwater, or storm water by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or the appropriate regulatory agency to be an environmental contaminant at the time this Agreement is executed or as may be redefined in the future) incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend Authority, its agents, Board members, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement

shall not relieve Company of its liability or obligation to indemnify, hold harmless, and defend Authority as set forth in this Article.

ARTICLE 15
INSURANCE

15.01 Insurance Terms and Conditions

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event 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 as their interest may appear under this Agreement. Company will provide Authority the right to inspect and review any coverage provided in satisfaction of this Agreement.

15.02 Limits and Requirements

A. Workers' Compensation/Employer's Liability Insurance

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

Part One:	"Florida 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 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. Coverage will be provided for Commercial general liability for bodily injury and for property damage resulting out of, or in connection with, ongoing operations performed by Company under this Agreement or the use or occupancy of Authority Premises by Company in connection with this Agreement.

General Aggregate	\$ 5,000,000
Each Occurrence	
Bodily Injury and Property Damage	\$ 5,000,000
Personal and Advertising Injury	
Each Occurrence	\$ 5,000,000
Products and Completed Operations	
Aggregate	\$ 5,000,000

C. Commercial Auto Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. The limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement are:

Each accident – Bodily Injury and Property Damage Combined	\$5,000,000
---	-------------

D. Environmental Insurance (pollution)

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

Each Occurrence	\$ 2,000,000
-----------------	--------------

E. Property Insurance – Contents

Company will be responsible for maintaining adequate insurance for all of its personal property and contents during the Term of this Agreement.

15.03 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 and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

15.04 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit B, Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect as of the date of this Agreement and as may be amended from time to time.

ARTICLE 16

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 17

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 18
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 19
ENVIRONMENTAL

Company shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Company shall indemnify and hold harmless the Authority from claims to the extent caused by Company's violation of any applicable EH&S Laws or to the extent that Company causes a release of any regulated substance to the environment. The Parties recognize that Company is only leasing a small portion of Authority property and that Company shall not be responsible for any environmental condition or issue except to the extent resulting from Company's specific activities and responsibilities pursuant to this Agreement. In the event that Company encounters any hazardous substances that do not result from its activities, Company may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Company desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, Authority agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

ARTICLE 20
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.

20.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

This provision obligates the Company for the period during which the property is owned, used or possessed by the 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. Duration:

- (1) This provision binds Company from the effective date through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- (2) This provision also obligates Company or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates Company or any transferee for the longer of the following periods:
 - (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) The period during which Authority or any transferee retains ownership or possession of the property.

20.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- (1) Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (2) Non-Discrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 20.02(B) below, 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 Agreement and the Acts and the Regulations relative to non-discrimination 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 FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) Sanctions for Non-compliance: In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) Incorporation of Provisions: Company will include the provisions of paragraphs one through six of this Article 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 FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. 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 Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Authorities:

During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (9) The FAA’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
- (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 U.S.C. 1681 et seq).

C. Duration:

Company must comply with this Article during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates Company for the longer of the following periods:

- (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- (2) So long as Authority retains ownership or possession of the property.

ARTICLE 21
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 22
RIGHT OF ENTRY

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring Company's compliance with the terms of this Agreement.

ARTICLE 23
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 Premises, 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 Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. Company further expressly agrees for itself, its

successors and assigns, to prevent any use of the Premises that would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 24
PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Premises are a part. Company understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 25
SIGNS

25.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Premises. Notwithstanding the foregoing, Company shall have the right to install any and all signs that identify the Equipment as required by applicable law, rule and/or regulation, and will provide prior written notice of such to Authority

25.02 Removal

Upon the expiration or termination of Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises and, in connection therewith, will restore the portion of the Premises affected by such signs or advertising to 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 Premises, Authority may perform the necessary work, at the cost of Company.

ARTICLE 26
ASSIGNMENT AND SUBLEASING

Without any approval or consent of Authority, this Agreement may be sold, assigned or transferred by Company to (i) any entity in which Company directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in Company; (iii) any entity directly or indirectly under common control with Company; or (iv) to any entity which acquires all or substantially all of Company's assets in the market defined by the FCC in which the Airport is located by reason of a merger,

acquisition, or other business reorganization. As to all other parties, Company will not assign or sublease this Agreement without the prior written consent of Authority, which such consent will not be unreasonably withheld, delayed or conditioned. 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 assignment or sublease diminish Authority's rights to enforce any and all provisions of this Agreement. Notwithstanding anything contained herein to the contrary, the Authority hereby acknowledges and agrees that the Pole was installed and is owned by Frontier Florida LLC, or an affiliate thereof, and that the Pole shall be permitted to remain on the Premises in accordance with the terms of this Agreement and will be removed at the end of this Agreement.

Before any assignment or sublease becomes effective, the assignee or sublessee will assume and agree by written instruments to be bound by the terms and conditions of this Agreement during the remainder of the term.

ARTICLE 27
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 of Florida, 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 28
CONDEMNATION

If the whole or any part of the Premises 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 the Agreement or for the value of any Premises 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 allow and apply.

ARTICLE 29
SURRENDER OF PREMISES

Company will surrender up and deliver the Premises to Authority upon the conclusion of the Term 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 Premises within thirty (30) days of the conclusion of the Term and restore the Premises as contemplated herein. Failure on the part of Company to remove its personal property within thirty (30) 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 any Rent terms of this Agreement, Authority will have a lien for such Rent upon any property found upon the Premises in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises without written approval of Authority.

ARTICLE 30
PERSONAL PROPERTY

Any personal property of Company or others placed in the Premises will be at the sole risk of the 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 Premises by the Authority.

ARTICLE 31
APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. 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 its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this 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 32
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 33
INVALIDITY OF CLAUSES

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

ARTICLE 34
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 35
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 days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:
(MAIL DELIVERY)
CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NEW JERSEY 07921
ATTN: NETWORK REAL ESTATE

Or
(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY, SUITE 2400
2ND LEVEL, RED SIDE
TAMPA, FLORIDA 33607
ATTN: CHIEF EXECUTIVE OFFICER

Or
(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 36

SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinated 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, made by Authority, authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 37

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 Premises are located, for war or national emergency, for a period in excess of 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 38

RELATIONSHIP OF THE PARTIES

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

ARTICLE 39

MISCELLANEOUS

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

ARTICLE 40

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 lessee or other tenants on other parts of the Airport.

ARTICLE 41
ENJOYMENT

Authority represents and warrants that Company will peaceably have, hold, and enjoy the Premises during the term without hindrance or molestation from Authority, subject however, to all the terms and provisions hereof and covenants, easements, and other encumbrances now affecting the Premises.

ARTICLE 42
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 INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2019.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Lesley "Les" Miller, Jr., Secretary
Address: PO Box 22287
Tampa FL 33622

BY: _____
Robert I. Watkins, Chairman
Address: PO Box 22287
Tampa FL 33622

WITNESSES:

LEGAL FORM APPROVED:

Signature

David Scott Knight, Assistant General Counsel

Printed Name

Signature

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and Lesley "Les" Miller, Jr., in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

WITNESSES:

Stephanie Serrano
Signature

STEPHANIE SERRANO
Printed Name

Daniel A. Striker
Signature

Daniel A Striker
Printed Name

**CELLCO PARTNERSHIP, a Delaware partnership
d/b/a Verizon Wireless**

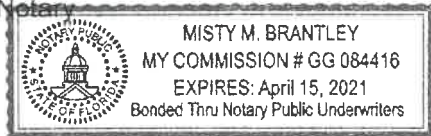
By: Kevin Powell
Kevin Powell
Director - Network Field Engineering

CELLCO PARTNERSHIP, a Delaware partnership d/b/a Verizon Wireless

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledge before me this 21 day of June, 2019, by Kevin Powell in the capacity of Director - Network Eng. at Verizon
(Individual's Name) (Individual's Title) (Company Name)
a corporation, on its behalf _____ is _____ known to me and
(He is) (She is) (Personally) (Not Personally)
has produced _____
(Form of Identification)

Stamp or Seal of Notary



Misty M. Brantley
Signature of Notary
Misty M. Brantley
Printed Name
4/15/21
Date Notary Commission Expires (if not on stamp or seal)

EXHIBIT A

EXHIBIT B



Verizon Wireless Pole
4750 Jim Walter Blvd.
August 2018



Verizon Wireless Pole
4750 Jim Walter Blvd.
August 2018

STANDARD PROCEDURE

Aviation Authority

Number: S250.06

Effective: 05/31/02

Revised: 01/16/19

Page: 1 of 7

Subject: CONTRACTUAL INSURANCE
TERMS AND CONDITIONS

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the applicable contract. Coverages will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis by Risk Management.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. If a policy is written on a claims made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy endorsement

STANDARD PROCEDURE	Number: <u>S250.06</u>
Aviation Authority	Effective: <u>05/31/02</u>
	Revised: <u>01/16/19</u>
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	Page: <u>2</u> of <u>7</u>

providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days written notice (or 10 days for non-payment of premium) prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company's insurance is in full compliance with the insurance required by the contract. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the company will relieve the company of their full responsibility to provide the insurance required by the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such

STANDARD PROCEDURE

Aviation Authority

Number: S250.06

Effective: 05/31/02

Revised: 01/16/19

Page: 3 of 7

Subject: CONTRACTUAL INSURANCE
TERMS AND CONDITIONS

compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company will not commence work, use or occupy Authority premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work, use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of

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insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

- a. Indicate that, to the extent required by the contract:
 - i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and
 - ii. the insurers for all policies have waived their subrogation rights against the Authority;
- b. Indicate that the certificate has been issued in connection with the contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the certificate holder as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;
and,

- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of

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the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

1. All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program.
2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.
3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Director of Risk and Insurance. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.
4. Any deductible amount or SIR program will be included and clearly described on the certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

H. Company's Insurance Primary:

The company's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

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I. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy in connection with claims arising out of work performed pursuant to the contract.

J. Waiver of Subrogation:

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

K. Company's Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

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a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will remain fully liable for full compliance with the insurance requirements in the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Authority.

APPROVED: Joe Lopano

DATE: 01/16/19