

HILLSBOROUGH COUNTY AVIATION AUTHORITY

BUCCANEERS TEAM LLC

PARKING LICENSE AGREEMENT

Hillsborough County Aviation Authority
P.O. Box 22287
Tampa, FL 33622

PARKING LICENSE AGREEMENT

THIS PARKING LICENSE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY ("Authority"), and BUCCANEERS TEAM LLC ("Bucs").

WITNESSETH:

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

WHEREAS, Bucs is a professional NFL football team whose games are played at Raymond James Stadium ("Stadium") and the Bucs need additional property for parking of motor vehicles in connection with the events to be held at the Stadium ("NFL Events"); and

WHEREAS, Authority is able to make certain of its property available for parking for such NFL Events.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions hereinafter contained, the Authority and Bucs do hereby enter into this Agreement as follows:

ARTICLE I

Property.

For the purposes hereof, the term "Property" shall mean the Property shown on the site plan on Exhibit "A", attached hereto and by reference made a part hereof, which consists of approximately 40 acres, also known as Lots 11, 12 and 13.

ARTICLE II

License.

The Authority does hereby agree to grant to the Bucs a license to use the Property for the purpose of parking motor vehicles prior to, during and after NFL Events to be held at the Stadium, and for no other purposes. The Bucs shall give no less than thirty (30) days advance written notice to the Authority when NFL Events are scheduled at the Stadium for which the use of the Property by the Bucs will be required, except, however, in instances of a rescheduled or post-season game. In the event of a rescheduled or post-season game, Bucs shall use commercially reasonable efforts to immediately inform the Authority in writing of the date(s) of such rescheduled or post-season game(s). Except for those periods of time when the Bucs shall have the right to use the Property under this Agreement, the Authority will be free to use the Property for its own purposes or to make the Property available to any third party for use by said third party. The Bucs will have access to the Property six hours prior to the start of each NFL Event and will vacate the Property no later than six hours after the completion of each NFL Event.

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 Property is a part. The Bucs understand and agree 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.

Authority reserves itself an easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Property. When installing such new lines or services, Authority will protect any existing improvements made by the Bucs and will avoid any unreasonable interference with Bucs' operations. Authority will use commercially reasonable efforts to provide Bucs with written notice of anticipated interference. Such notice shall include the size and scope of the interference along with any alternative solutions available to make up for lost parking spaces..

The Property is licensed to Bucs in as-is condition, including any materials of environmental concern located in, on, about or under the Property, without representation or warranty by Authority except as otherwise provided elsewhere herein.

The license granted pursuant to this Agreement is a personal privilege for the Bucs to use the Property for a specific purpose and does not grant any possessory right or interest in the Property.

The Bucs understand that the Authority maintains a similar agreement with the Tampa Sports Authority for Non-NFL Events.

ARTICLE III

Term.

The initial term of this Agreement will be for a period commencing January 1, 2019 and terminating February 28, 2024.

In addition, the Bucs will have one five-year renewal option. Bucs shall give notice of intent to exercise the renewal option at least 6 months prior to the end of the initial term. The Bucs will have the right to use the Property during the renewal period pursuant to the same terms and conditions contained in this Agreement.

ARTICLE IV

Termination.

The Bucs shall have the right to terminate this Agreement at the end of each calendar year thereof upon notifying the Authority of such termination no later than December 1 of such calendar year.

The Authority shall also have the right to terminate this Agreement as to all or part of the Property at any time during the term of the Agreement, including any renewal option, by giving the Bucs notice of such intent to terminate prior to October 1 for the current NFL season, in which case the portion of the

Property included in such notice will no longer be a part of the Property seven (7) days after the last Bucs home game of the current NFL season (inclusive of post-season, if applicable) following such notice.

ARTICLE V

Development costs.

Bucs shall be responsible for performing, at their sole cost and expense, all improvements which are necessary in order to prepare the Property for Bucs use in accordance with the terms of this Agreement. Before any improvements commence, Bucs will submit the plans and specifications in connection with such improvements to the Authority's Tenant Work Permit program for approval, which approval shall not be unreasonably withheld. Bucs shall obtain all required permits and licenses and shall comply with all applicable laws, regulations and building codes of appropriate governmental bodies. During any construction period, the Bucs will have a performance bond in place to protect the Authority. Authority will cooperate with the Bucs as may be reasonably necessary during the site preparation for such improvements, including, but not limited to, the execution of any permit applications.

ARTICLE VI

License Fee.

During the initial term and renewal term, if exercised by Bucs, the Bucs will pay to Authority, annually, in arrears, within thirty (30) days after the end of the applicable NFL season, but in no event later than March 1, a license fee equal to the greater of the Price Per Parking Space (as defined below) for each parking space rented in the aggregate during the NFL season (Gross Fee) or a minimum guarantee of \$60,000.00. In the first NFL Season of this Agreement, the Gross Fee will include any parking space rental from the 2018 NFL Season that occurs on or after January 1, 2019.

The term "Price Per Parking Space" is the current rate charged to the Bucs customers for each parking space rented for NFL events during an NFL season; provided, however, that the Price Per Parking Space may increase annually based upon increases in the Consumer Price Index (as that term is defined below). For the purposes of this Agreement, the Price Per Parking Space in the 2018 NFL season is \$4.51.

For the purposes hereof, the term "Consumer Price Index" will mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. City Average: all items), issued by the Bureau of Labor Statistics for the U.S. Department of Labor using the year 1982-84 as a base year of 100 (the "Index Number"). On March 1 of each year of this Agreement, including any renewal term, the Price Per Parking Space for the next NFL season may be increased by a fraction, the numerator of which will be the Index Number for the most recent December and the denominator of which will be the Index Number for the previous December.

Notwithstanding the foregoing, in no event will the Price Per Parking Space for any NFL season during the term hereof be less than the Price Per Parking Space for the preceding NFL season. In the event that the Index Number herein referred to will cease to be published during the term of this Agreement,

including any exercised renewal term, or a substantial change is made in the method of establishing the Index Number, then the determination of any annual Price Per Parking Space adjustment will be made with the use of such conversion factor, formula or table as may then be published by the Bureau of Labor Statistics, or if none is available, the Parties will accept comparable statistics on the cost of living in the United States as will then be computed and published by any agency of the United States, or if none, by a respected periodical mutually agreeable to the Parties.

This Agreement is absolutely net. The Bucs shall be responsible for all costs relating to their use of the Property including, but not limited to, taxes, utilities, maintenance, repairs and assessments.

ARTICLE VII

Audit.

Authority or its representative may at any time perform audits, inspections, or attestation engagements of all or selected operations performed by Bucs in relation to this Agreement, upon prior written notice to Bucs and within three years after the expiration of this Agreement. Within thirty (30) calendar days of Authority's written notice to Bucs, the books and records, including the State of Florida sales tax return records, will be made available to Authority's auditors (redacted as necessary to maintain the confidentiality of non-parking related information). Other records requested subsequent to original written notice will be provided within thirty (30) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that the Bucs may be charged liquidated damages of \$100.00, in addition to all other contractual financial requirements for each day the Bucs are late in submitting requested records to perform the engagement with the exception of any records which the Bucs have previously objected in writing to providing. Accrual of this fee will continue until specific performance is accomplished. If, as a result of any engagement, it is determined that the Bucs owe additional fees or other charges to Authority, the Bucs will pay such amounts, and Authority may assess interest up to 12% (annualized) on the amount due from the date the amount was initially due.

ARTICLE VIII

Disclaimer of Liens.

The Bucs agree not to encumber the Property indirectly or directly without prior written consent by Authority and to keep the Property 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 Property will not be subject to liens for any work, labor, materials or improvements made by or for Bucs to the Property, whether or not the same is made or done in accordance with an agreement between Authority and Bucs, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Property 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 Bucs to the Property. The Bucs are specifically prohibited from subjecting Authority's interest in the Property to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Bucs or for any materials, improvements or work for which Bucs are responsible for payment. The Bucs will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Property.

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 Property for any work, labor or materials furnished to the Property, whether or not the same is made or done in accordance with an agreement between Authority and Bucs, Bucs 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 Bucs contest to conclusion the claim giving rise to such lien.

The Bucs will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens for any work, labor, materials or improvements made by or for Bucs to the Property. To the maximum extent permitted by Florida law, Authority may require Bucs, at Bucs' 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 reasonable attorney's fees and legal costs for any work, labor, materials or improvements made by or for Bucs to the Property 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 IX

Signage and Commercial Sales.

Bucs shall have the right to erect signage on the Property for designating parking areas or giving traffic instruction; provided, however, that the signs are all subject to the approval of the Authority, must be in accordance with all FAA Part 77 requirements, and must be designed and erected in such a manner as to not interfere with the operation of the Airport. No advertising shall be allowed on the Property, nor shall commercial sales be conducted on the Property other than the parking fees. Bucs shall have the right to provide descriptive letters, numbers, codes and colors, and pricing for the parking sections located within the Property and to place them on any signage which may be erected.

ARTICLE X

Taxes.

Bucs shall pay all applicable taxes, including sales, use, intangible and ad valorem taxes, if any, against the Property, improvements, estate or sales created herein whether levied against Bucs, the Authority, or both. Bucs may contest such taxes, including withholding payment thereof, upon giving written notice to Authority of its intent to do so; provided, however, that such non-payment does not result in an unbonded lien against the Property or incur any liability on the part of Authority. Authority will forward to Bucs any notice of taxes or assessments upon receipt of same by the Authority.

ARTICLE XI

Title.

All improvements of whatever kind or nature installed on the Property are deemed to be the property of the Authority and shall remain on the Property unless otherwise agreed to by the Parties in writing.

ARTICLE XII

Assignment.

The Agreement in the Property is a personal and revocable (pursuant to Article II) privilege to do certain acts on the land of the Authority without possessing any interest in the land and it is therefore non-assignable.

ARTICLE XIII

Indemnification.

To the fullest extent permitted by law, Bucs agrees to protect, reimburse, indemnify and hold Authority, its Board members, agents, 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 reasonable 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 Bucs' presence on or use or occupancy of Property; Bucs' acts, omissions, negligence, activities, or operations in connection with Bucs' presence on or use or occupancy of Property; Bucs' performance, non-performance or purported performance of this Agreement; or any breach by Bucs of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operation of Bucs' officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Bucs, 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, provided that such liabilities, claims, expenses, losses, costs, fines, and/or damages are not caused by the actions or inactions of the Authority.

In addition to the duty to indemnify and hold harmless as defined above, Bucs shall have the duty to defend Authority, its Board members, agents, 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 resulting from, incident to, or in connection with Bucs' presence on or use or occupancy of Property. 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 Bucs, Authority, and any indemnified Party. The duty to defend arises immediately upon written presentation of a claim to Bucs provided that such claim is resulting from, incident to, or in connection with Bucs' presence on or use or occupancy of Property and not due to the actions or inactions of the Authority.

Bucs 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 Bucs of its liability or obligation to indemnify, hold harmless, and defend Authority as set forth in this Article.

ARTICLE XIV

Insurance.

(1) The following minimum insurance limits and coverage will be maintained by the Bucs throughout the term of this Agreement, including any renewal option. In the event of default on the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as additional insured.

(a) Workers' Compensation/Employer's Liability: The limits of Workers' Compensation/Employer's Liability 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) **Business Auto Liability:** Coverage will be provided for all owned, hired and non-owned vehicles. Coverage will be no more restrictive than form CA 00 01. 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:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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(c) **Commercial General Liability:** 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. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Bucs under this Agreement or the use or occupancy of Authority Property by, or on behalf of, the Bucs in connection with this Agreement. Coverage will 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 2011 (01/96).

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

(2) **Waiver of Subrogation:** The Bucs, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against Authority and members of Authority's governing body, Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Bucs.

(3) **Conditions of Acceptance:** The insurance maintained by the Bucs during the term of this Agreement, including any renewal option, must conform at all times with Standard Procedure S250.06, Contractual Insurance Terms and Conditions, as may be amended from time to time.

ARTICLE XV

Right of Flight.

The 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 the Authority, including the Property, 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 the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport. The Bucs expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. Bucs further expressly agree for themselves, their successors and assigns, to prevent any use of

the Property that would interfere with or adversely affect the operation or maintenance of Airport or otherwise constitute an Airport hazard.

ARTICLE XVI

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 Property is 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, the Bucs' obligation to pay their license fee will cease; however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE XVII

Non-Discrimination.

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

- A. Terminate the Agreement,
- B. Seek suspension/debarment, or
- C. Any other action determined to be appropriate by Authority or the Federal Aviation Administration ("FAA").

1. Civil Rights – General – 49 USC § 47123

(a) Compliance:

The Bucs agree that they 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 handicap, be excluded from participating in any activity conducted with or benefitting from Federal assistance.

(b) Duration:

- 1) This provision binds the Bucs 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 the Bucs 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 the Bucs or any transferee for the longer of the following periods:

- i. 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
 - ii. The period during which Authority or any transferee retains ownership or possession of the property.
- 3) Authority and Bucs agree that no Federal assistance is extended as part of this Agreement.

2. Civil Rights – Title VI Assurances

(a) Compliance with Non-Discrimination Requirements:

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

- 1) Compliance with Regulations: The Bucs 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: The Bucs, 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. The Bucs 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 XVII.2(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 the Bucs 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 the Bucs of the Bucs' 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:** The Bucs 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, the Bucs 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 the Bucs' 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:** The Bucs will include the provisions of paragraphs one through six of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Bucs 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 the Bucs become involved in, or are threatened with, litigation by a subcontractor or supplier because of such direction, the Bucs may request Authority to enter into any litigation to protect the interests of Authority. In addition, the Bucs 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, the Bucs, 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, the Bucs must take reasonable steps to ensure that LEP persons have meaningful access to the Bucs' programs (70 Fed. Reg. at 74087 to 74100); and
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits the Bucs from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(c) Duration:

The Bucs 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 the Bucs 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 XVIII

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 Chief Executive Officer, or a designee of the Chief Executive Officer, is hereby empowered to act on behalf of Authority.

ARTICLE XIX

Miscellaneous.

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

ARTICLE XX

Complete Agreement.

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2018.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Victor D. Crist, Secretary
Address: P.O. Box 22287
Tampa, FL 33622

By: _____
Robert I. Watkins, 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 this ____ day of _____, 2018, by Robert I. Watkins in the capacity of Chairman, and by Victor D. Crist 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

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

BUCCANEERS TEAM LLC, a Delaware limited liability company

By: *B.F.*
Brian Ford, Chief Operating Officer
One Buccaneer Place, Tampa, FL 33607

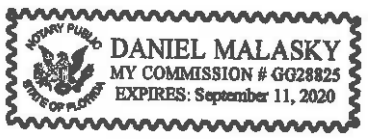
Signed in the presence of:
Zach Lumley
Witness Signature
ZACH LUMLEY
Print Name

Caleb Quaid
Witness Signature
Caleb Quaid
Print Name

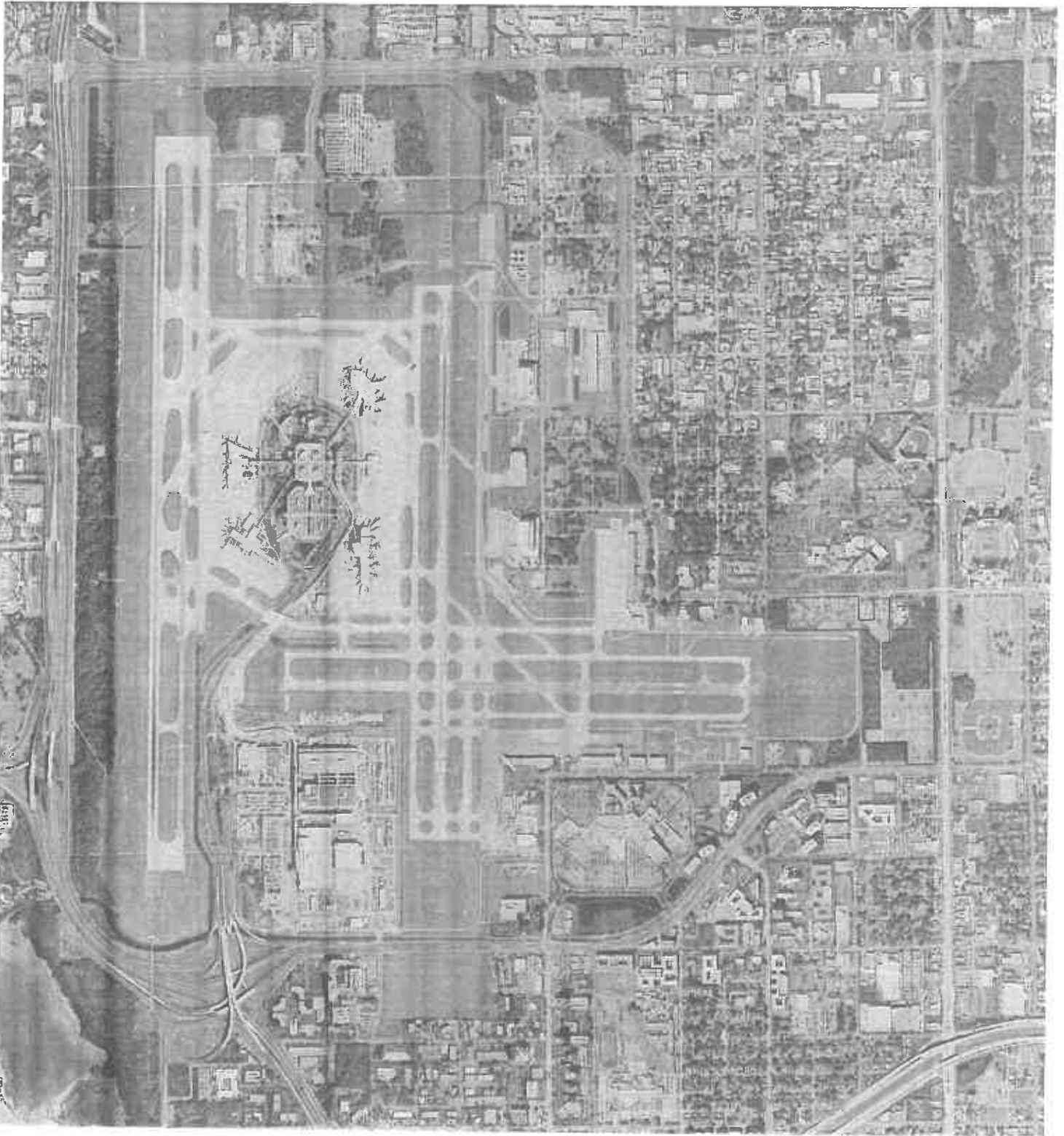
BUCCANEERS TEAM LLC
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledge before me this 17th day of OCTOBER, 2018, by BRIAN FORD in the capacity of CHIEF OPERATING OFFICER at BUCCANEERS TEAM LLC a LLC on its behalf. He Personally known and has produced the following document of identification N/A

(Stamp or seal of Notary)



Daniel Malasky
Signature of Notary
DANIEL MALASKY, ESQ.
Type or Print name of Notary
9/11/2020
Date of Commission Expiration (if not on stamp or seal)



LEGEND

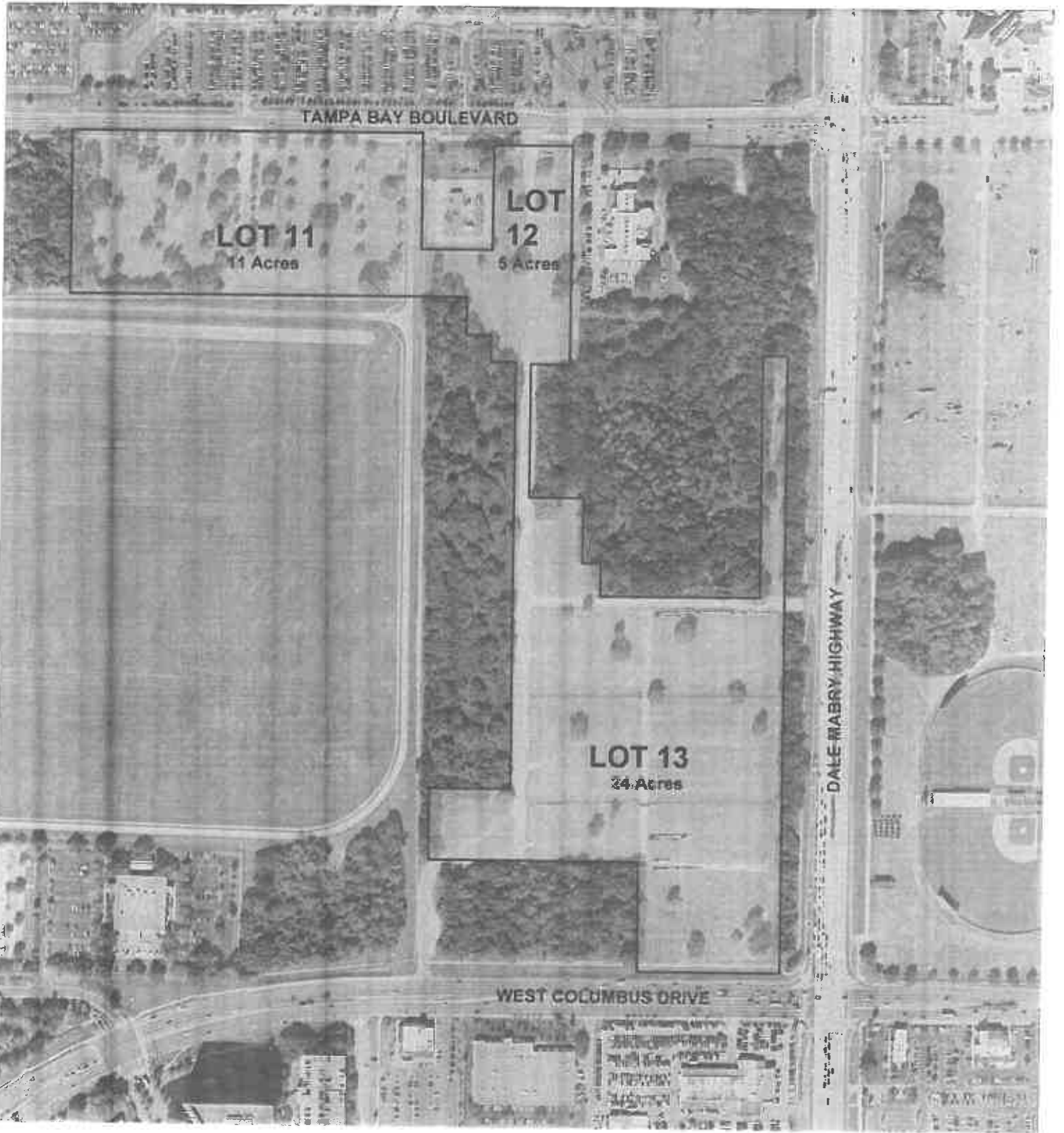
 GENERAL LOCATION



EXHIBIT A OVERFLOW PARKING LOTS FOR NFL EVENTS AT RAYMOND JAMES STADIUM



FILE NAME: Q:\ENGINEERING PROJECTS\EXHIBITS\PROPERTIES\OVERFLOW PARKING\TAMPA SPORTS AUTHORITY - 2018 BUCS NFL.DWG



LEGEND

APPROXIMATE AREA

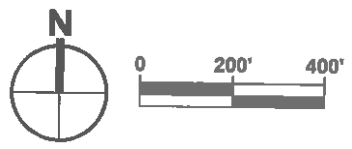


EXHIBIT A
OVERFLOW PARKING LOTS

