

At a regular meeting of the Hillsborough County Aviation Authority held electronically on the 1st day of October 2020, a quorum of the Authority Board being present, the following Resolution was proposed and seconded, and after being put to a vote, was adopted:

RESOLUTION NO. 2020-249

BE IT RESOLVED BY THE HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, that the Chairperson or the Vice Chairperson and the Secretary or the Assistant Secretary of the Authority are hereby authorized on behalf of the Authority to execute Space Rental Agreement at Tampa International Airport with Southwest Airlines Co., on the terms and conditions as set forth in said Space Rental Agreement, by reference made a part hereof; and authorize the Chief Executive Officer or his designee to execute all other ancillary documents.

PASSED AND ADOPTED as the official act of the Hillsborough County Aviation Authority at Tampa, Hillsborough County, Florida, this 1st day of October 2020.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Jane Castor, Secretary of the Hillsborough County Aviation Authority, do hereby certify that the above and foregoing is the true and correct Resolution No. 2020-249 adopted by the Authority on the 1st day of October 2020 at a meeting of the Authority where a majority of the Members were present and voted affirmatively for the Resolution. The Resolution is the act and deed of the Authority as duly recorded in the Minute Book of the Authority.

Witness my hand and seal of the Hillsborough County Aviation Authority, this 1st day of October 2020.



Jane Castor, Secretary



SPACE RENTAL AGREEMENT

FOR

**TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA**

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

SOUTHWEST AIRLINES CO.

Board Date: OCTOBER 1, 2020

Prepared by:

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Real Estate Department
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EXHIBITS

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS SPACE RENTAL AGREEMENT, is made and entered into this 1 day of OCTOBER, 2020 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida, and SOUTHWEST AIRLINES CO., a corporation organized under the laws of the State of Texas and authorized to conduct business in the State of Florida (the "**Airline**") (hereinafter individually and collectively referred to as the "**Party**" or "**Parties**"). Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Article 2 hereof.

WITNESSETH:

WHEREAS, the Authority owns and operates Tampa International Airport and its facilities located in the County of Hillsborough, State of Florida; and

WHEREAS, the Legislature of the State of Florida has granted to the 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 Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, the Authority owns certain land and buildings upon and around the Airport that are leased for use and development by air carriers and other airline support functions; and

WHEREAS, Authority adopted the Resolution on September 3, 2020, effective October 1, 2020; and

WHEREAS, Airline operates at the Airport pursuant to the Resolution; and

WHEREAS, pursuant to this Agreement, the Authority will lease certain Airline Premises to Airline, subject and subordinate to the Resolution, on the terms and conditions stated herein.

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

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

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

- 2.01 Act shall mean Chapter 2012-234, Laws of Florida, as amended and supplemented from time to time.
- 2.02 Administrative Charge shall mean a charge of fifteen percent (15%) in addition to the cost of any service or other work provided by the Authority for the benefit of the Airline required of the Authority hereunder or provided as a result of damage to Authority property by the Airline or an Airline Party to compensate the Authority for its administrative costs. For an Administrative Charge to become due under this Agreement, except in the case of an emergency as determined by the Authority, the Authority must provide the Airline reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of the Authority's intent to perform such work or service.
- 2.03 AOA shall mean the Aircraft Operations Area at the Airport, as designated from time to time by the Authority.
- 2.04 Affiliate shall have the meaning set forth in the Resolution.
- 2.05 Agreement shall mean this Space Rental Agreement, as it may be amended from time to time.
- 2.06 Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.
- 2.07 Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.
- 2.08 Airline shall mean the Airline, as defined in the initial paragraph of this Agreement. The Airline is both an Air Carrier and a Signatory Airline.
- 2.09 Airline Parties shall mean, collectively, the Airline, and any of its Affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.
- 2.10 Airline Premises shall mean the areas within the Terminal Complex leased to Airline as set forth in Article 4 of this Agreement or with respect to another Signatory Airline, those areas within the Terminal Complex leased to such other Signatory Airline.

- 2.11 Airport shall mean Tampa International Airport, owned and operated by the Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.
- 2.12 Airside Buildings shall mean the building or buildings at the Airport now or hereafter existing through which passenger aircraft are loaded or unloaded.
- 2.13 Airside Building Rental Rate shall mean the rate per Rentable Square Foot of space in the Airside Buildings, calculated as set forth in the Resolution.
- 2.14 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to an Air Carrier or the Airport (including Authority Rules and Regulations adopted by the Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.
- 2.15 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.
- 2.16 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan and Airport Emergency Plan and any other operational matters related to the operation of the Airport , in each case as such may be in force and as amended from time to time.
- 2.17 Baggage Handling System shall mean those facilities and equipment used to process passenger baggage at the Terminal Complex, including in-line baggage handling systems.
- 2.18 BMP shall mean best management practice.
- 2.19 Chief Executive Officer ("CEO") shall mean the Chief Executive Officer of the Authority and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.
- 2.20 CHRC shall mean an FBI fingerprint-based criminal history records check.

- 2.21 Effective Date shall mean October 1, 2020.
- 2.22 EPA shall mean the Environmental Protection Agency.
- 2.23 EPC shall mean the Environmental Protection Commission of Hillsborough County.
- 2.24 Environmental Laws shall have the meaning set forth in the Resolution.
- 2.25 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.
- 2.26 FAC shall mean Florida Administrative Code.
- 2.27 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.
- 2.28 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.
- 2.29 Fiscal Year shall mean the annual accounting period of the Authority for its general accounting purposes which, at the time of adoption of this Agreement, is the period of twelve consecutive months, ending with the last day of September of any year.
- 2.30 Gate shall mean that portion of the Terminal Complex consisting of a holdroom and all other appropriate appurtenant space and equipment plus the associated Terminal Aircraft Apron and the associated Loading Bridge (if any).
- 2.31 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport or Air Carriers.
- 2.32 Gross Receipts shall mean the total amount actually charged by or on behalf of Airline for and in connection with the sale of food or beverages, regardless of where, how (cash, credit or other payment form) or by whom the payment is made. All losses, taxes, financing costs, and charge-backs are to be borne by the Airline, and no reduction shall be made to Gross Receipts for (i) costs of losses, (ii) the amount of any federal, state, or municipal taxes collected from Airline's customers that are payable directly to the taxing authority by or on behalf of the Airline, (iii) taxes levied on Airline's activities, facilities, equipment, or real or personal property, payroll taxes, income taxes, license or tag fees, or any other charges that recoup operating costs, or (iv) any amount retained by a third party as a financing discount that may apply by reason of acceptance of credit cards or other credit arrangements for payment.

- 2.33 GSE shall mean ground service equipment.
- 2.34 Hazardous Substances shall have the meaning set forth in the Resolution.
- 2.35 ID Media shall mean Airport identification badge.
- 2.36 Indemnified Party or Indemnified Parties shall mean the Authority, its successors and assigns, and each of its Board members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.
- 2.37 Loading Bridges shall mean loading bridges, including pre-conditioned air, ground power/400Hz, potable water, fire bottles, and related infrastructure and equipment used to transport passengers between the Airside Buildings and an aircraft and other devices, if any, to assist with passenger boarding onto and deplaning from aircraft.
- 2.38 Office and Club Premises shall mean those portions of the Terminal Complex assigned by the Authority to a Signatory Airline in which such Signatory Airline has a power, privilege, or other right authorized under such Signatory Airline's Space Rental Agreement to exclude another person or entity from enjoying or exercising a like power, privilege, or other right.
- 2.39 Passenger Facility Charge ("PFCs") shall mean the fees authorized by 49 USC § 40117 and regulated by 14 CFR Part 158 as such statute and regulations exist on the Effective Date or as they may be subsequently amended, and as approved by the FAA for collection by Air Carriers on behalf of the Authority from eligible Enplaned Passengers in accordance with a record of decision or final agency decision issued by the FAA, and interest, profits and other income derived from the investment thereof.
- 2.40 Passenger Transfer System shall mean the passenger transfer equipment and facilities, including the stations located in the Terminal Building and the Airside Buildings, and the exit areas in the Airside Buildings, as modified by the Authority from time to time.
- 2.41 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' Rents, tax assessments, and charges (excluding PFCs), payable by Airline under this Agreement, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all Rents, tax assessments and charges due under this Agreement or the Resolution.
- 2.42 Per Use Gates shall mean those Gates and Related Terminal Area that are not occupied on a preferential use basis by a Signatory Airline from time to time, the use of which is assigned to Air Carriers by the Authority pursuant to Authority Rules and Regulations. The Authority reserves the

right to retain as many Gates and as much Related Terminal Area, such as ticket counters, and ticket and baggage services offices, as it may deem necessary or desirable for common use by Air Carriers operating at the Airport.

- 2.43 Preferential Use Premises shall mean those portions of the Terminal Complex and Terminal Aircraft Aprons assigned to a Signatory Airline by the Authority pursuant to a Space Rental Agreement to which such Signatory Airline shall have priority over other users, subject to the terms and conditions of the Resolution, the Authority Rules and Regulations and the Space Rental Agreement.
- 2.44 PWDS shall mean Premises Wiring Distribution System.
- 2.45 Related Terminal Area shall mean that portion of the Terminal Complex reasonably necessary to conduct airline operations at a Gate and shall include, without limitation, upper level and lower level Terminal Building access for persons, Loading Bridges, passenger hold rooms, check-in counters, and rights of access to terminal passenger facilities, in each case associated with such Gate.
- 2.46 Rentable Square Feet with respect to the Terminal Complex shall mean the number of square feet of space in the Terminal Complex that is rentable to tenants.
- 2.47 Rents shall mean the rents and other fees and charges charged by the Authority to the Airline pursuant to this Agreement as set forth in Article 7 or elsewhere in this Agreement.
- 2.48 Resolution shall mean the Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport adopted by the Board of the Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.
- 2.49 SIDA shall mean Security Identification Display Area.
- 2.50 Signatory Airline shall mean an Air Carrier that is a party to an active Space Rental Agreement or an Air Carrier that is a party to an active lease of space in the Cargo Cost and Revenue Center in the form prescribed by the Authority, either of which incorporates the terms and conditions of the Resolution. By entering into this Agreement, the Airline is a Signatory Airline for the Term of this Agreement.
- 2.51 Space Rental Agreement shall mean an agreement substantially in the form of this Agreement between the Authority and a Signatory Airline granting such Signatory Airline the right to occupy and operate within the Airline Premises designated in such Space Rental Agreement.
- 2.52 STA shall mean Security Threat Assessment.

- 2.53 State shall mean the State of Florida.
- 2.54 Tenant Work Permit (“TWP”) Program shall mean the program adopted by the Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of the Authority or other occupant at the Airport.
- 2.55 Term shall have the meaning set forth in Section 6.02 of this Agreement.
- 2.56 Terminal Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of passenger aircraft and the loading and unloading of passenger aircraft and, as approved by the Authority, parking of GSE.
- 2.57 Terminal Building shall mean the passenger terminal building, remote baggage sort buildings, the baggage make-up area in the Airside Buildings and the mechanical and electrical service building, excluding the Airside Buildings.
- 2.58 Terminal Complex shall mean the Terminal Building and the Airside Buildings connected by means of the Passenger Transfer System, together, as they and any other passenger handling facilities exist at the Airport prior to and after completion of any improvements or expansion.
- 2.59 Terminal Rental Rate shall mean the rate per Rentable Square Foot of space in the Terminal Building, calculated as set forth in the Resolution.
- 2.60 Transportation Security Administration (“TSA”) shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act (“ATSA”), Public Law 107-71 of 2001, as amended, or any successor agency thereto.
- 2.61 Turn shall mean a single inbound and outbound flight operation, for which an Air Carrier uses a Per Use Gate and appurtenant Related Terminal Area, facilities, and/or equipment.
- 2.62 Additional words and phrases used in this Agreement but not defined herein shall have the meanings as defined under the Resolution or, if not so set forth, shall have their usual and customary meaning.

ARTICLE 3
SUBORDINATION TO RESOLUTION

The Resolution is hereby incorporated into this Agreement as if it were set forth in its entirety. In addition, this Agreement is subject and subordinate to the Resolution. In the event of any conflict between the provisions of the Resolution and this Agreement, the provisions of the Resolution shall prevail.

ARTICLE 4
AIRLINE PREMISES

Authority hereby agrees to lease to Airline and Airline hereby agrees to lease from Authority in support of Airline's Air Transportation Business, certain real property as set forth in this Article 4 (collectively, the "***Airline Premises***").

4.01 Office and Club Premises. The Authority hereby leases to the Airline, for the Term, as it may be extended or sooner terminated, Office and Club Premises of approximately 29,707 total square feet, consisting of the following:

- A. Bag Service Office space of approximately 1,033 square feet, more particularly depicted on **Exhibit A-1**, Bag Service Office, dated October 2020, attached hereto and by this reference made a part hereof;
- B. Curbside space of approximately 860 square feet, more particularly depicted on **Exhibit A-2**, Curbside Space, dated October 2020, attached hereto and by this reference made a part hereof;
- C. Ticketing Level Office space of approximately 2,794 square feet, more particularly depicted on **Exhibit A-3**, Ticketing Level Office, dated October 2020, attached hereto and by this reference made a part hereof;
- D. Airline Ticketing Kiosk space of approximately 1,212 square feet, more particularly depicted on **Exhibit A-4**, Airline Ticketing Kiosks, dated October 2020, attached hereto and by this reference made a part hereof;
- E. Airside C Ramp Level space of approximately 22,757 square feet, more particularly depicted on **Exhibit A-6**, Airside Ramp Level Space, dated October 2020, attached hereto and by this reference made a part hereof;
- F. Airside C Boarding Level space of approximately 1,051 square feet, more particularly depicted on **Exhibit A-7**, Airside Boarding Level Space, dated October 2020, attached hereto and by this reference made a part hereof.

4.02 Preferential Use Premises. The Authority hereby leases to the Airline, for the Term, as it may be extended or sooner terminated, Preferential Use Premises of approximately 30,238 total square feet, consisting of the following:

- A. Airline Ticketing Counter space of approximately 3,238 square feet, more particularly depicted on **Exhibit A-5**, Airline Ticketing Counters, dated October 2020, attached hereto and by this reference made a part hereof;
 - B. Airside C Gate and Hold Room space of approximately 27,000 square feet, more particularly depicted on **Exhibit A-8**, Airside Gate and Hold Room Space, dated October 2020, attached hereto and by this reference made a part hereof.
- 4.03 Joint Use Premises. In addition to the Office and Club Premises and the Preferential Use Premises described above, the Airline shall have the non-exclusive right to use, jointly with other Air Carriers, the Joint Use Premises, the Baggage Handling System, and the FIS Facilities; provided, however, that such use shall be in common with other Air Carriers and the Authority shall have the right to reassign the use of Joint Use Premises in accordance with the Authority Rules and Regulations.
- 4.04 Per Use Gates. The Airline shall have the right to use Per Use Gates and Related Terminal Area in accordance with the Resolution and the Authority Rules and Regulations.

ARTICLE 5
USES AND RESTRICTIONS

- 5.01 Permitted Uses. The Airline Premises will be used by the Airline solely and exclusively for the purpose of operating the Airline's Air Transportation Business in accordance with the provisions of the Resolution. The Airline will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations hereunder. If Airline operates a club or VIP lounge within its Office and Club Premises, Airline may provide food and beverages to patrons of such club or lounge; provided, however, that if Airline sells any such food or beverages, Airline shall pay to the Authority, monthly, as a privilege fee, twelve percent (12%) of the Gross Receipts received from such sales at the Airport.
- 5.02 Exclusions and Reservations.
- A. Nothing in this Article will be construed as authorizing the Airline to conduct any business on the Airline Premises or elsewhere at the Airport separate and apart from the conduct of its permitted uses as authorized in this Agreement.
 - B. The Airline will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located at the Airport.

- C. The rights and privileges granted to the Airline pursuant to this Article will be subject to the Authority Rules and Regulations, as they may be amended from time to time.
- D. The Airline will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of the 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 the Airline will cause cancellation of any such policy, the Airline will immediately, upon notification by the Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if the Airline 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 the Authority's insurance premiums, the Airline will immediately remedy such actions and pay the increase in premiums, upon notice from the Authority to do so; but in any event, the Airline will hold the 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 Airline.
- F. Any and all rights and privileges not specifically granted to the Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.
- G. Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Airline Premises.

5.03 Gate Use.

- A. Policy of Open Access. The Authority intends to maintain a policy of providing open access to the Airport for Air Carriers and other aeronautical users of the Airport and achieving balanced utilization of Airport facilities. In furtherance of that policy and its stated goals, (a) the Authority shall have control and possession of a minimum number of Per Use Gates, which may vary at the discretion of the Authority from time to time, (b) the Authority reserves the right to require sharing and temporary use of Airline's Gates and Related Terminal Area, in accordance with this Section 5.03, and (c) the Authority reserves the right to recapture for common use Airline's underutilized Gates and Related Terminal Area, also in accordance with this Section 5.03.

B. Accommodation at Preferential Use Premises.

1. If an Air Carrier, including any Air Carrier seeking to expand its service or an Air Carrier seeking entry into the Airport ("**Requesting Air Carrier**"), is in need of space or facilities at the Airport which cannot be met by use of then unleased premises in proximate location to its existing Airline Premises, if any, the Authority shall, upon receipt of a written notification by the Requesting Air Carrier that provides details concerning the intended additional air service, assess the request and, if the CEO determines that such Requesting Air Carrier needs the requested space or facilities to accommodate passengers or aircraft, then, subject to the provisions below, the CEO may grant such Requesting Air Carrier the right of temporary or shared use of all or a designated portion of the Airline's Preferential Use Premises, including the use of related Loading Bridges and Related Terminal Areas as may be required.
2. If a Requesting Air Carrier only requires use of space or facilities on a temporary basis or for limited service, the CEO may, in accordance with this Section 5.03, assign to a Requesting Air Carrier the right to use or occupy a portion of the Airline's Preferential Use Premises, but only for those periods of time such Preferential Use Premises are not scheduled for use by the Airline.
3. In the event the CEO determines that a Requesting Air Carrier's needs require granting such Requesting Air Carrier the right to share the Preferential Use Premises of one or more Signatory Airlines other than as provided in subparagraph (2) above, the CEO shall serve written notice to the affected Signatory Airlines of that determination and notice of the Authority's intention to make a further determination, in not less than seven (7) days, as to how the Requesting Air Carrier will be accommodated. A Requesting Air Carrier must agree to abide by all applicable Authority Rules and Regulations, including those related to Gate use and assignment.
4. In accordance with the conditions set forth in Section 5.03(B), the Authority may grant the Requesting Air Carrier the right of shared or temporary use of all or a designated portion of the Airline's Preferential Use Premises, as well as rights of ingress and egress, the right to use the aircraft parking positions that are appurtenant thereto, and the right to use related Loading Bridges and other appurtenant equipment which are necessary for the effective use of such Preferential Use Premises.

5. The Requesting Air Carrier shall pay to the Authority a Per Use Gate Fee for each such use of such Preferential Use Premises. In no event shall Requesting Air Carrier be required, pursuant to the terms and conditions of this Section 5.03(B), to make any payment to the Airline for use of the Airline's Preferential Use Premises.
6. The Airline agrees to abide by all applicable Authority Rules and Regulations, including those concerning Gate use and assignment, and further agrees to make reasonable efforts to facilitate the temporary or shared accommodation of the Requesting Air Carrier's scheduled operations, including the use of assigned passenger Loading Bridges and other portions of the Preferential Use Premises as may be reasonably necessary to accommodate the Requesting Air Carrier on an on-going basis.
7. In the event that, pursuant to subsections (2) or (3), above, the CEO determines that a Requesting Air Carrier is in need of facilities to accommodate passengers or aircraft, the CEO will consider the following factors in designating the specific Gate or Gates for temporary or shared use by the Requesting Air Carrier:
 - (a) the average number of flight arrivals and departures per aircraft parking position per day;
 - (b) flight scheduling considerations;
 - (c) aircraft parking position locations; and
 - (d) other operational considerations.
8. In the event the Airline is required to share its Preferential Use Premises, the Airline shall be given priority in all aspects of usage of such shared Preferential Use Premises, including for any schedule changes or irregular operations, over all other Air Carriers, including the Requesting Air Carrier.
9. Notwithstanding the foregoing, the Authority may, by adoption of Authority Rules and Regulations, establish priorities for use of Preferential Use Premises during periods of irregular operations as long as such irregular operations do not unreasonably interfere with the Airline's operations at the Preferential Use Premises.

10. The Airline acknowledges and agrees that in order to efficiently effectuate the orderly use of its Preferential Use Premises, as detailed above, it may be necessary to employ the use of Common Use Passenger Processing Systems ("**CUPPS**") at the Airline's Gates and/or ticket counters. To this end, the Airline acknowledges and agrees that the Authority has the right to replace the Airline's equipment with CUPPS at Airline's Gates and/or ticket counters upon no less than forty-five (45) days' notice to Airline.

C. Reassignment of Airline Premises.

1. Authority's Right to Reassign Airline Premises. The Authority may reassign to another Air Carrier one or more of the Airline's Gates and Related Terminal Area assigned as Airline Premises if: (i) the Airline's Gate Utilization (as defined below) for such preferentially assigned Gate(s) over the most recent one hundred eighty (180) day period is less than the Utilization Threshold (as defined below); (ii) the CEO determines that there is a reasonable need for the preferential use of such Gate(s) by another Air Carrier; and (iii) such other Air Carrier meets or exceeds the Utilization Threshold through its current or proposed schedule. In addition, the Authority may recover one or more of the Airline's Gates and Related Terminal Area assigned as Airline Premises to be used as Per Use Gates if: (a) the Airline's Gate Utilization for such preferentially assigned Gate(s) over the most recent one hundred eighty (180) day period is less than the Utilization Threshold; and (b) the CEO determines that there is a reasonable need for use of such Gate(s) on a common use basis. Upon such determination, the CEO will provide the Airline with a written notice ("**Initial Recapture Notice**") of the Authority's intent to recapture such Gate(s). Prior to such reassignment becoming effective, the Airline shall have a one hundred twenty (120) calendar day period after the date of the Initial Recapture Notice to adjust its schedule to equal or exceed the Utilization Threshold so as not to be subject to such reassignment. If the Airline's Gate Utilization does not meet or exceed the Utilization Threshold within one hundred twenty (120) days after the Initial Recapture Notice, the CEO will send the Airline a written notice (the "**Final Recapture Notice**") terminating the Airline's lease of the portion of its Airline Premises subject to reassignment as of the date specified in the Final Recapture Notice. When determining specific Airline Premises subject to reassignment, the Authority will use reasonable efforts to not reassign facilities that will disrupt the continuity and staffing of the Airline's operations. The number of Gates within the Airline Premises subject to reassignment by the Authority will be the lesser of: (1) the requirement of the Requesting Air Carrier, and (2) the

difference between the number of Gates then leased to such Signatory Airline or reasonably required as Per Use Gates and the number of Gates which would have caused the Airline's Gate Utilization for the Airline Premises, measured for the last one hundred eighty (180) days prior to the delivery of the Final Recapture Notice, to meet or exceed one hundred percent (100%) of the Airport Utilization Threshold for such period.

2. Any reassigned portion of the Airline Premises will consist of the applicable Gate(s) and any Related Terminal Area. In the case of the reassignment of less than all of the Gates within Airline's Airline Premises, the Authority shall designate which Gate(s) shall be subject to such reassignment after consulting with the Airline. Unless the CEO determines, in his or her sole discretion, that reassignment of such Airline Premises is necessary for the proper functioning of the Airport, in which case the cost of relocating the Airline shall be a cost of the Airport recovered from all Air Carriers as part of Rents, the Signatory Airline(s) that will occupy such reassigned Gate(s) and Related Terminal Area shall pay the costs of relocating the Signatory Airline whose Gate(s) are so reassigned.
3. Definitions. For the purposes of this Section 5.03(C), the following terms shall have the following meanings:

The "**Utilization Threshold**" shall be an average of five (5) Turns per Gate per day; provided, however, that for Fiscal Year 2021, the Utilization Threshold shall be three (3) Turns per Gate; and provided, further, that, after consultation with the Signatory Airlines, the CEO may adjust such Utilization Threshold with no less than sixty (60) days' notice to reflect then-current operations, Gate utilization and availability of Gates at the Airport.

"**Airline's Gate Utilization**" shall be the average of the Airline's and its Affiliates' daily Turns per Gate (taking into account all Gates located at the Airline Premises other than any Gates subleased to another Air Carrier) and shall include the Airline's flights and flights of any Affiliate operating at the Airline Premises on behalf of the Airline, but shall not include any operations by subtenants or operations by Air Carriers pursuant to Operating Agreements for Ground Handlers (other than those of Affiliates operating at the Airline Premises).

ARTICLE 6

TERM

- 6.01 Agreement Date. This Agreement is valid and binding upon the date set forth in the initial paragraph of this Agreement.
- 6.02 Term. The term of this Agreement commences on the Effective Date and shall terminate on September 30 of the year following the Effective Date (the "**Initial Term**"), unless terminated earlier or as provided herein or extended as provided in Section 6.03 (such Initial Term, plus any such extensions, the "**Term**").
- 6.03 Renewal Options. If Airline is not in default of any terms of this Agreement or in the payment of any Rents, fees or other charges to Authority, and if Airline has performed all the terms, covenants and conditions herein contained, this Agreement may be renewed at the terms and conditions stated hereunder for five (5) separate, additional one (1) year terms subsequent to the end of the Initial Term (each additional term hereinafter referred to as a Renewal Term) upon written request by Airline at least 60 days prior to this Agreement's expiration and written approval by Authority's CEO. Such renewal will be effective by letter without formal amendment to this Agreement. If all such renewal options are requested by Airline and approved by Authority, this Agreement will have a final termination date of no later than September 30, 2026.
- 6.04 Commencement of Rents. The Rents due under this Agreement shall commence on the Effective Date and continue throughout the Term of this Agreement, unless this Agreement is terminated earlier as provided herein.

ARTICLE 7

RENTS

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

- 7.01 Rents. The total annual Rent for the Airline's Airline Premises will be payable in monthly installments, plus applicable taxes, on or before the first day of each and every calendar month, in advance and without demand, commencing on the Effective Date. The Rent rates for the Airline Premises shall be determined in accordance with the Resolution, and are calculated as follows:
- A. 1,033 square feet of Bag Service Office space at the Terminal Rental Rate;
 - B. 860 square feet of Curbside space at the Terminal Rental Rate;

- C. 2,794 square feet of Ticketing Level Office at the Terminal Rental Rate;
- D. 1,212 square feet of Airline Ticketing Kiosk space at the Terminal Rental Rate;
- E. 3,238 square feet of Airline Ticketing Counter space at the Terminal Rental Rate;
- F. 22,757 square feet of Airside Ramp Level space at the Airside Buildings Rental Rate;
- G. 1,051 square feet of Airside Boarding Level space at the Airside Buildings Rental Rate;
and
- H. 27,000 square feet of Airside Gate and Hold Room space at the Airside Buildings Rental Rate.

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

- 7.02 Adjustment of Rents. Rents are subject to periodic adjustment in accordance with the Resolution. Such adjustments will generally be made on an annual basis, on October 1st of each year of the Term. If Authority adjusts its established rental rates or fees more frequently than annually, the Rent rates under this Agreement will also be adjusted without written amendment to this Agreement.
- 7.03 Employee Parking Fees. Employee parking permits are required for the Employee Parking Lot and may be required for Airline's leased or common use operational areas. Information regarding employee parking permits is available from Authority's Parking Permit Office at (813) 870-8792. Authority reserves the right to charge Airline or its employees a reasonable parking fee. If Airline is invoiced by Authority for parking fees, payment is due to Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.
- 7.04 Interest on Delinquent Payments. Without waiving any other right or action available to Authority in the event of default of Airline's payment of Rents or other charges hereunder, and in the event Airline is delinquent in paying to Authority any Rents or other charges for a period of five (5) days after the payment is due, Authority reserves the right to charge Airline interest thereon from the date the Rents or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law.
- 7.05 Rents a Separate Covenant. Airline will not for any reason withhold or reduce its required payments of Rents provided in this Agreement, it being expressly understood and agreed by the Parties that

the payment of Rents is a covenant by Airline that is independent of the other covenants of the Parties hereunder.

7.06 Place of Payments. Airline will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to
Receivables@TampaAirport.com

or

(MAIL DELIVERY)

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

or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
Tampa, Florida 33607

ARTICLE 8

OBLIGATIONS OF AIRLINE

- 8.01 Business Operations. Airline will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Airline will conduct its business operations hereunder in a lawful, orderly and proper manner, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Airline Premises or elsewhere on the Airport.
- 8.02 Conduct of Employees and Invitees. Airline will, within reason, control the conduct, demeanor and appearance of its Airline Parties, and of those doing business with Airline and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.
- 8.03 Equipment and Vehicle Parking. Airline will ensure that all equipment, including but not limited to, vehicles owned or operated by Airline, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport. Airline's equipment and vehicles and

those of its vendors and/or contractors will be parked in designated parking areas as provided by Authority. No vehicle shall access the AOA unless directly related to Airline's business operations. All vehicles driven, escorted, or parked on the AOA must meet Authority's insurance requirements and any other applicable Authority Rules and Regulations and security requirements. All vehicles, including those of Airline's Airline Parties, excluding escorted vehicles, accessing the AOA must bear Airline's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Airline must also display Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office. All persons accessing the AOA must adhere to Authority's SIDA training, Airport Security Program, and TSA regulations. Airline will verify that its Airline Parties who operate motorized vehicles on Airport property have a valid driver's license. Airline will provide evidence in writing of such verification within fifteen (15) days' of written request by Authority. If Airline fails to provide verification or if Airline's Airline Party is found to be driving on Airport property without a valid driver's license, Authority will revoke the offending driver's ID Media and may assess liquidated damages against Airline of up to \$1,000 per occurrence. Said liquidated damages will be due and payable within fifteen (15) days' notice of invoice for the same.

On a quarterly basis, Airline will conduct and maintain periodic audits of the status of the driver's licenses of its Airline Parties to ensure that they possess and maintain a valid driver's license. Audits shall be provided to Authority upon fifteen (15) days' written request by Authority.

- 8.04 Sound Level. Airline will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building whether on the Airline Premises, common use areas, or located elsewhere on the Airport, and to keep the sound level of its operation as low as possible.
- 8.05 Garbage, Debris, or Waste. The Airline will promptly remove from its Airline 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 Airline Premises or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Airline Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. The Airline will use extreme care when affecting removal of all such waste.
- 8.06 Nuisance. The Airline will not commit any nuisance, waste, or injury on its Airline Premises, common use areas, or elsewhere on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.

- 8.07 Excessive Load. The Airline hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and the Airline will prohibit its Airline Parties from placing excessive loads on paved or floor areas on its Airline Premises or common use areas. The Airline will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.
- 8.08 Flammable Liquids. The Airline will not keep or store flammable liquids within any covered and enclosed portion of its Airline Premises in excess of Airline's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.
- 8.09 Frequency Protection. Should the Airline install any type of radio transceiver or other wireless communications equipment, Airline will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of the Airline's equipment. Should interference occur as a result of the Airline's installation, the Authority reserves the right to shut down the Airline's installation until appropriate remedies to the interference are made by the Airline. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Airline's expense.
- 8.10 Taxes. The Airline will bear, at its own expense, all costs of operating its Air Transportation Business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against the Airline's use and occupancy of its Airline Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by the Airline hereunder, whether levied against the Airline or the Authority. The Airline will pay any other taxes, fees, or assessments against its Airline Premises or leasehold estate created herein. The Airline will pay the taxes, fees, or assessments as reflected in a notice the Airline receives from the Authority or any taxing authority within thirty (30) days after the Airline's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority; provided, however, in case of any taxes, fees and assessments that are due to a party other than the Authority, but for which the Authority receives the notice, the Authority shall provide such notice to the Airline within a reasonable period of the Authority's receipt thereof. Upon request of the Airline, the Authority will attempt to cause taxing authority to send the applicable tax bills directly to the Airline, and the Airline will remit payment directly to the taxing authority. If the Airline disputes any tax, fee, or assessment, the Airline will do so directly with the taxing authority in accordance with prescribed procedure and will so notify the Authority in writing.

- 8.11 Permits and Licenses. The Airline will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of its Air Transportation Business on its Airline Premises or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to the Authority upon request.
- 8.12 Vapor or Smoke. The Airline will not create nor permit to be caused or created upon its Airline Premises, the common use areas, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors.
- 8.13 Security Badging. Any Airline employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by Authority's ID Badging Department and will be subject to a CHRC and STA. A new or renewed ID Media will not be issued to an individual until the results of the CHRC and STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed ID Media application will be rejected. The costs of the CHRC and STA will be paid by the Airline. These costs are subject to change without notice, and the Airline will be responsible for paying any increase in the costs. The Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of the Airline and its contractors or agents must comply with the Authority's regulations regarding the use and display of ID Media. The Authority reserves the right to require renewal of ID Media of the Airline's employees, contractors and/or agents at any time. If an Airline Party fails to comply with renewal requirements, as directed by the Authority, the existing ID Media privileges of that the Airline's Airline Party may be suspended.

In order to work on Airport property, an employee must have a valid and active ID Media allowing access to that employee's work area. Employees who have their ID Media privileges revoked or suspended may not be escorted on Airport property.

The Airline will be assessed liquidated damages of sixty dollars (\$60) for each ID Media that is lost, stolen, unaccounted for or not returned to the Authority at the time of ID Media expiration, employee termination, termination of this Agreement, or upon written request by the Authority. Such liquidated damages will be paid by the Airline within fifteen (15) days from the date of invoice. The amount of liquidated damages for failure to return ID Media is subject to change by the CEO without notice, and the Airline will be responsible for paying any increase in the liquidated damages.

If any Airline employee is terminated or leaves the Airline's employment, the Authority must be notified immediately, and the ID Media must be returned to the Authority promptly.

- 8.14 Mail Deliveries to Airport. The Airline may obtain a U.S. Postal Service mailbox at the Airport at the Airline's sole expense. The Airline is solely responsible for keys issued by the Authority for the mailbox. In the event the Airline fails to return all keys at the termination of this Agreement, the Airline may be required by the Authority to rekey or replace the lock. Any cost incurred by the Authority in replacing the keys or rekeying the mailbox will be borne by the Airline.
- 8.15 Cooperation with State Inspector General. Airline shall comply with Section 20.055(5), Florida Statutes, cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 9

MAINTENANCE AND REPAIR

- 9.01 General Obligations. The Authority will provide normal routine maintenance to the Airline Premises, including roof (structure and membrane), exterior, foundation, load bearing walls, mechanical, and electrical systems repairs and relamping and other structural elements of Authority-owned facilities. The Airline will, throughout the Term, assume responsibility for maintenance for all of its installed equipment and any Airline improvements. Unless otherwise specified in this Agreement, responsibilities of the Airline and the Authority for maintaining the Airline Premises will be as further defined in **Exhibit A-9, Maintenance Matrix of Obligations**, attached hereto and incorporated herein by reference.

All such maintenance, repair and replacements will be of quality equal to the condition of the Airline Premises at the commencement of the Term of this Agreement.

- 9.02 Reimbursement of Authority Made Repairs. Notwithstanding anything to the contrary in this Agreement, the 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 the Airline Premises by the Airline or Airline's Airline Parties. Should the Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, the Airline will pay all such costs and expenses incurred by the Authority, plus the Administrative Charge, within fifteen (15) days from the date of the invoice. Failure of the Airline to pay will be an Event of Default.

ARTICLE 10

IMPROVEMENTS AND ALTERATIONS BY AIRLINE

- 10.01 Structural Alterations. The Airline will make no structural alterations to its Airline Premises without the prior written consent of the Authority.

- 10.02 Alterations and Improvements to Airport. The Airline acknowledges that from time to time the Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Terminal Complex or the Airport that may temporarily affect the Airline's operations hereunder. The Airline agrees to accommodate the Authority in such matters, even though the Airline's activities may be inconvenienced, and the Airline agrees that no liability will attach to the Authority or any Indemnified Party by reason of such inconvenience or impairment.
- 10.03 Removal and Demolition. The Airline and its subcontractors will not remove or demolish, in whole or in part, any improvements upon its Airline Premises without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of the Airline, at the Airline's cost, to replace the same by an improvement specified in such consent.
- 10.04 Approvals Extended to Architectural and Aesthetic Matters. Approval of the Authority to any improvements to the Airline Premises will extend to and include architectural and aesthetic matters. The Authority reserves the right to reject any design layouts or design proposals submitted by the Airline and to require the Airline to resubmit any such layouts or proposals at the Airline's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing.
- 10.05 Display Locations. The Airline and its Airline Parties will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface in the Airline Premises without the prior written approval of the Authority. The Airline's displays that are in place on the Effective Date are hereby approved by the Authority.
- 10.06 Ceiling. The Airline and its Airline Parties will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above any of its Airline Premises without the prior written approval of the Authority.
- 10.07 Airline Improvements. Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required any time the Airline performs or hires an outside contractor to perform any construction on or modification or alterations to its Airline Premises. The Airline will make no improvements or alterations whatsoever to the common use areas. The Airline will make no improvements or alterations whatsoever to its Airline Premises without the prior written approval of the Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within thirty (30) days after receipt by the Authority of the Airline's plans and specifications for any construction on or modification or alterations to its Airline Premises, the Authority will inform the Airline that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

10.08 Construction and Installation Schedule. The Airline will submit a schedule depicting the estimated time required to complete each phase of the construction and installation of the displays and improvements called for in the final plans. All improvements and displays installed by the Airline in its Airline Premises will be of high quality, safe, and fire-resistant materials.

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

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

A. The Airline will obtain at the Airline's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other Applicable Laws of all appropriate Government Authorities.

B. The Airline agrees that all construction will conform to the Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with the Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.

C. The Airline agrees to hire only licensed contractors and subcontractors.

D. The Airline covenants and agrees to pay all costs necessary to complete approved alterations or improvements. The Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by the Airline or were required by the Authority or any other Governmental Authority.

E. The Airline agrees to be solely responsible for any damage to its Airline Premises, common use areas, or Airport property resulting from the Airline's construction of improvements or alterations.

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

ARTICLE 11
TITLE TO IMPROVEMENTS

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

ARTICLE 12
DEFAULT AND TERMINATION

12.01 Events of Default. The following events will be deemed events of default (each an "**Event of Default**") by the Airline:

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

- F. The insolvency of the Airline; or if the Airline 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 the Airline of a voluntary petition for bankruptcy protection or the institution of proceedings against the Airline for the adjudication of the Airline as bankrupt pursuant thereto.
- G. The Airline's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

12.02 Authority's Remedies. In the event of any of the foregoing Events of Default enumerated in this Article, and following thirty (30) days' notice by the Authority and the Airline's failure to cure, the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

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

No waiver by the 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 the Airline. No delay, failure, or omission of the Authority to re-enter the Airline's

Airline Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Airline Premises. No notice by the Authority will be required to restore or revive time is of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the 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 the Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege or remedy by the Authority will not impair its rights to any other right, power, option, privilege or remedy available under this Agreement or provided by Applicable Laws.

12.03 Continuing Responsibilities of Airline. Notwithstanding the occurrence of any Event of Default, the Airline will remain liable to the Authority for the prompt payment of all Rents due hereunder and for all preceding breaches of any covenant of this Agreement.

ARTICLE 13 DISCLAIMER OF LIENS

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

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 Airline Premises or common use areas for any work, labor or materials furnished to the Airline Premises, whether or not the same is made or done in accordance with an agreement between the Authority and the Airline, the Airline will cause any such lien to

be discharged of record within thirty (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 the Authority, security reasonably satisfactory to the Authority to secure payment of such lien, if requested by the Authority, while the Airline contests to conclusion the claim giving rise to such lien.

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

ARTICLE 14

UTILITIES

- 14.01 Utility Infrastructure. During the Term of this Agreement, the Airline will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunications and data services at its Airline Premises.
- 14.02 Upgraded Utility Infrastructure. If the Airline requires utility infrastructure beyond what currently exists or is available to be extended to its Airline Premises' boundary, the Airline agrees to pay the full cost and expense associated with the upgrade and installation of all such utility infrastructure related to its use of the Airline Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or the Authority for maintaining such infrastructure.
- 14.03 Utility Services. The Airline agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunications and data services.
- 14.04 Cabling Infrastructure. The Authority owns and maintains the Airport's PWDS cable infrastructure supporting telephone and data transmission generated within, to and from the Airline Premises. The Airline may use the Authority's fiber optic cabling infrastructure for voice and data connectivity. The Airline will pay monthly fees as additional Rents, as established on an annual basis by the Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points used by the Airline. The Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of the fiber optic cable or additional strands of fiber will be at the Airline's expense. If the Airline installs electronic

visual information display systems ("**EVIDS**"), the Airline will be required to use Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at Airline's cost and may be performed by Authority or by an outside vendor approved by Authority, subject to a Tenant Work Permit.

- 14.05 Easement Rights Reserved to the Authority Regarding Utility Lines and Services. The Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Airline's Airline Premises and common use areas. When installing new lines or services, the Authority will protect any existing improvements and will avoid any unreasonable interference with the Airline's operations.

ARTICLE 15 INGRESS AND EGRESS

- 15.01 Use of Public Way. The Airline will have the right of ingress to and egress from the Airport, the Airline Premises, and the common use areas for the Airline's Airline Parties, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Applicable Laws and the Authority's right to establish Authority Rules and Regulations and operating directives governing (A) the general public, including the Airline's customers, and (B) access to non-public areas at the Airport by the Airline's Airline Parties.
- 15.02 Methods of Ingress or Egress. The Authority may at any time temporarily or permanently close, re-route, consent to, or request the closing or re-routing of any method of ingress or egress on the Airport, so long as a substantially equivalent means of ingress and egress is concurrently made available to the Airline. The Airline hereby releases and discharges the Authority from any and all claims, demands, or causes of action that the Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 16 INDEMNIFICATION

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

2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement or the Resolution;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;

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

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement or the Resolution;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

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

acts or omissions of the Authority or its members, officers, agents, employees and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the Airline agrees to the following: To the maximum extent permitted by Florida law, the Airline will indemnify and hold harmless the Authority and the Indemnified Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Airline or any Airline Party in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other Applicable Laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Airline shall indemnify and hold harmless the State, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Airline and any Airline Party in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. The Airline's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against the Authority or any Indemnified Party its fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority or any Indemnified Party may have under the doctrine of sovereign immunity under Applicable Laws.

- H. The Authority and each Indemnified Party reserves the right, at their option, to participate in the defense of any suit, without relieving the Airline of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any Applicable Laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 17
INSURANCE

17.01 Insurance Terms and Conditions. The Airline must maintain the following minimum limits and coverages uninterrupted or amended through the Term of this Agreement, subject to the right of the Authority to modify the insurance coverages or limits from time to time by amendment of the Resolution or this Agreement. In the event the Airline becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that the Authority and the Indemnified Parties are included as additional insureds.

17.02 Limits and Requirements.

A. Workers' Compensation/Employer's Liability Insurance. The minimum limits of Workers' Compensation/Employer's Liability insurance (inclusive of any amount provided by an umbrella or excess policy) are:

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

B. Commercial General or Aviation/Airline Liability Insurance. The Airline, at all times during the Term of this Agreement, shall maintain Aviation/Airline Liability Insurance coverage that includes, but is not limited to, Premises and Operations, Personal and Advertising Injury, Contractual Liability, Products and Completed Operations, Hangarkeeper's and Liquor Liability. Coverage will be applicable to the operation of all unlicensed motor vehicles and ground equipment operating within the AOA at the Airport. Additional insured coverage will be on a form that provides coverage in a manner no more restrictive than ISO Form CG 20 10 10 01. The minimum limits of insurance, inclusive of any amounts

provided by an umbrella or excess policy, covering the Airline's operations at the Airport will be:

<u>Aviation/Airline Liability:</u>	<u>Resolution Specific:</u>
Bodily & Personal Injury	\$100,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

<u>Sublimits to be provided through the Aviation/Airline Liability or separate policy:</u>	
Personal Injury (non-passengers)	\$25,000,000 Each Occurrence

- C. Liquor Liability Coverage. Liquor Liability Coverage will be maintained for any facility of the Airline that serves alcoholic beverages on the Airport in an amount not less than \$1,000,000 per occurrence.
- D. Hangarkeeper's Liability Coverage. Hangarkeeper's Liability Coverage will be maintained in an amount adequate to cover any non-owned property in the care, custody, and control of the Airline on the Airport, but in any event, in an amount not less than \$5,000,000 per occurrence.
- E. Aircraft Liability Insurance. The Airline, at all times during the Term of this Agreement, shall maintain Aircraft Liability Insurance by for all owned, non-owned, leased or hired aircraft, including passenger coverage. 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:

Bodily Injury, Personal Injury and Property Damage Liability Combined Single Limit, Each Occurrence & Aggregate	\$100,000,000
Personal Injury (non-passengers) Each Occurrence	\$25,000,000

- F. Business Auto Liability Insurance. The Airline will provide Business Automobile liability coverage for all licensed or unlicensed, owned, hired and non-owned vehicles, including GSE operated at the Airport. Coverage will be provided on a form no more restrictive than ISO 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 are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$5,000,000
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Provided, however, that all vehicles operating upon the AOA will be required to be insured for \$10,000,000.

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

H. Cyber Liability & Data Storage. The Airline shall purchase and maintain Cyber Liability Insurance throughout the Term of this Agreement and such insurance will be maintained for a period of three years thereafter for services completed during the Term of this Agreement. Such insurance shall cover, at a minimum, the following:

Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information;

Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;

Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;

Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;

Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the services provided by Airline to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other privacy breach involving personally identifiable information and personal health information; and

No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Event Management Expenses	\$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, the Airline must purchase "extended reporting" coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the Term of this Agreement.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention.

- 17.03 Waiver of Subrogation. The Airline, for itself and on behalf of its insurers, to the fullest extent permitted by Applicable Laws without voiding the insurance required by this Agreement, waives all rights against the Authority and any Indemnified Party for damages or loss to the extent covered and paid for by any insurance maintained by the Airline.
- 17.04 Conditions of Acceptance. The insurance maintained by the Airline 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 such Standard Procedure may be amended from time to time.

ARTICLE 18

SECURITY FOR PAYMENT

- 18.01 Payment Security Requirements.
- A. Unless the Airline has maintained an agreement similar to this Agreement with the Authority during the eighteen (18) months prior to the Effective Date without the occurrence of any failure to pay within sixty (60) days or more of the due date under such prior agreement, the Airline will provide the Authority on or before the Effective Date with acceptable Payment Security. The Airline will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which the Airline commits no default under this Agreement. Such Payment Security will be in a form

and with a company acceptable to the Authority and licensed to do business in the State. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, the Airline will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty days prior to cancellation, the Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.

- B. In the event the Authority is required to draw down or collect against the Airline's Payment Security for any reason, the Airline will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three (3) months' estimated Rents or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three (3) months' estimated Rents payable by the Airline pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by the Airline that would constitute an Event of Default under this Agreement, or upon the Airline's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, the Authority, by written notice to the Airline given at any time within ninety (90) days of the date such event becomes known to the Authority, may impose or re-impose the requirements of this Article upon the Airline. In such event, the Airline will provide the Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which the Airline commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.
- D. If the Airline fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. The Authority's rights under this Article will be in addition to all other rights and remedies provided to the Authority under this Agreement.

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

ARTICLE 19
PROPERTY DAMAGES

- 19.01 Partial Damage. In the event all or a portion of the Airline Premises is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, the Airline will give the Authority immediate notice thereof, and the Authority will make the repairs promptly, at its own cost and expense.
- 19.02 Extensive Damage. In the event damages as referenced in Section 19.01 are so extensive as to render all or a significant portion of the Airline Premises untenable, but capable of being repaired within 120 days, the Airline will give the Authority immediate notice thereof, and the Authority will make the repairs with due diligence, at its own cost and expense.
- 19.03 Complete Destruction. In the event the Airline Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Airline Premises untenable, and the Airline Premises cannot be repaired within 120 days, the Airline will give the Authority immediate notice thereof, and the Authority will be under no obligation to repair, replace, and reconstruct the Airline Premises. In the event the Authority elects not to repair, replace, and reconstruct the Airline Premises, the Authority will not be required to grant alternative premises and this Agreement and the obligations of the Parties hereunder will terminate.
- 19.04 Abatement of Rents. In the event of extensive damage or complete destruction as referenced in Sections 19.02 and 19.03, the portion of the Rents attributable to untenable Airline Premises will abate from the date of casualty until such time as the Authority issues notice to the Airline that the untenable portion of the Airline Premises can be re-occupied. Notwithstanding the foregoing, in the event the Airline Premises are damaged or destroyed as a result of the act or omission of the Airline, including negligence, the Airline's Rents will not abate, and the Airline will be responsible for all costs to repair or rebuild that portion of the Airline Premises damaged or destroyed as a result of the Airline's act or omission.
- 19.05 Limits of the Authority's Obligations Defined. Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by the Airline, and any such redecoration, replacement, and refurbishing or re-equipping will be of equivalent quality to that originally installed hereunder. The Authority will not be responsible to the Airline for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Airline Premises regardless of cause of damage.

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

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

The Airline and each of its Airline Parties will at all times comply with all Applicable Laws, including the Resolution. The Airline and each of its Airline Parties will comply at all times with Authority Rules and Regulations.

ARTICLE 21

FAA APPROVAL

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

ARTICLE 22

ENVIRONMENTAL

22.01 General Conditions. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of the Airline, the Airline hereby expressly covenants, warrants, and represents to Authority, in connection with the Airline's operations on its Airline Premises and at the Airport, the following:

- A. Airline is knowledgeable of and agrees to comply with all applicable Environmental Laws that apply to Airline's facilities or operations at its Airline Premises or the Airport. The Airline acknowledges that such Environmental Laws change from time to time, and the Airline agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of the Airline to indemnify and hold Authority harmless contained in this Agreement, to the maximum extent permitted by State law, the Airline agrees to indemnify and defend and hold harmless the Authority and all other Indemnified Parties from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by the Airline or any of its Airline Parties of such applicable Environmental Laws and for any non-compliance by the Airline or any of its Airline Parties with any permits issued to the Airline pursuant to such Environmental Laws, (ii) a presence or release of Hazardous

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

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

- F. In entering this Agreement, the Authority expressly relies on the covenants, representations, and warranties of the Airline as stated herein.

22.02 Environmental Considerations.

- A. The Airline and its Airline Parties will not discharge or spill any Hazardous Substance into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airline Premises. In addition, neither the Airline nor any Airline Party will discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to the Authority and other Governmental Authorities having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, bays, and other bodies of water. The Airline's discharge, spill or introduction of any Hazardous Substance onto the Airline Premises or into any component of the Authority's sanitary or storm drainage systems will, if not remedied by the Airline with all due dispatch, at the sole discretion of the Authority, be deemed an Event of Default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve the Airline of or from liability for such discharge or spill.
- B. If the Airline is deemed to be a generator of hazardous waste, as defined by Applicable Laws, the Airline will obtain a generator identification number from the U.S. EPA and the appropriate generator permit and will comply with all Applicable Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Applicable Laws.
- C. The Airline agrees to provide the Authority, within ten (10) days after the Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, safety data sheets and waste disposal manifests prepared or issued in connection with the Airline's use of the Airline Premises or operations at the Airport.
- D. At the end of the Term of this Agreement, the Airline will dispose of all solid and hazardous wastes and containers in compliance with all Applicable Laws. Copies of all waste manifests will be provided to the Authority at least thirty (30) days prior to the end of the Term of this Agreement.

22.03 Prior Environmental Impacts. Nothing in this Article will be construed to make the Airline liable in any way for any environmental impacts or release of Hazardous Substances affecting the Airline

Premises that occurred prior to the Airline's entry upon the Airline Premises or that occurred as a result of the actions of the Authority or any of its employees, agents, or contractors.

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

22.05 Petroleum Storage Systems.

- A. At the Airline's expense, the Airline will at all times comply with all Environmental Laws, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the EPC, as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. The Airline will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by the Airline, and the Airline will display the registration placard as required by law.
- B. The Airline will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a person who has completed an FAA-approved aircraft fueling training program. The Airline will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, the Airline will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. The Airline will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Airline Premises that may be adopted by the Authority. The Airline will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to the Authority.

- D. The Airline is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

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

- A. The Airline is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. The Authority and the Airline both acknowledge that close cooperation is necessary to ensure compliance with any applicable stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. The Airline acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by the Airline by implementing and maintaining BMPs. The Airline will establish a BMP plan for the Airline Premises and submit a copy to the Authority.
- B. The Airline will be knowledgeable of any stormwater discharge permit requirements applicable to the Airline and with which the Airline will be obligated to comply. The submittal of a Notice of Intent will be made by the Airline to the FDEP, and a copy will be submitted to the Authority. The Airline is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, the Airline will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. The Airline agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Airline Premises, and the Airline agrees that it will hold harmless and indemnify the Authority for any violations or non-compliance with any such permit requirements.

22.07 Environmental Inspection at End of Agreement Term.

- A. At the Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term as provided herein, the Airline will conduct an environmental inspection and examination of the Airline Premises. At its discretion, the

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

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

ARTICLE 23

AMERICANS WITH DISABILITIES ACT

The Airline will comply with the 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 the Authority concerning the same subject matter.

ARTICLE 24

NON-DISCRIMINATION

24.01 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 the Airline; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

24.02 Civil Rights – General – 49 USC § 47123. The Airline agrees to observe and comply with those requirements of the FAA set forth in **Exhibit C**, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

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

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

ARTICLE 25
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 the Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 26
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that the 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 the Airline or its subcontractors and without interference or hindrance.

ARTICLE 27
RIGHT OF ENTRY

The Authority will have the right to enter the Airline Premises for the purpose of periodic inspection of the Airline Premises from the standpoint of safety and health, and monitoring of the Airline's compliance with the terms of this Agreement; provided, however, that, except in the case of an emergency as determined by the Authority, Authority shall provide Airline with prior notice to the Station Manager (as defined in the

Resolution), reasonable under the circumstances (which may be oral), of any entry onto Airline's Airline Premises.

ARTICLE 28
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 Airline 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 the Airport.

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

ARTICLE 29
GOVERNMENT INCLUSION

- 29.01 Subordination to Federal Agreements. This Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon constituting the Airport. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Authority and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may be, required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity ("**Grant Assurances**"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.
- 29.02 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

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

ARTICLE 30

SIGNS

30.01 Written Approval. Except with the prior written approval of the Authority, which shall not be unreasonably withheld, conditioned, or delayed, the Airline will not erect, maintain, or display any signs or any advertising at or on the Airline Premises or common use areas.

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

ARTICLE 31

ASSIGNMENT AND SUBLEASING

The Airline will not assign or sublease this Agreement without the prior written consent of the Authority. Such consent may be withheld at the sole discretion of the Authority. Any purported assignment or sublease of this Agreement without the prior written consent of the Authority shall be void *ab initio* and of no effect. If a sublease is approved, the Airline 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 the Authority's rights to enforce any and all provisions of this Agreement.

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

ARTICLE 32
AIRLINE TENANCY

The undersigned representative of the Airline hereby warrants and certifies to the Authority that the Airline is an organization in good standing in its state of registration, that it is authorized to do business in the State, and that the undersigned officer is authorized and empowered to bind the Airline to the terms of this Agreement by his or her signature thereto.

ARTICLE 33
CONDEMNATION

If the whole or any part of the Airline 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 the Airline will have no claim whatsoever, including claims of apportionment, against the Authority either for the value of any unexpired Term of this Agreement or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of the Airline to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 34
SURRENDER OF AIRLINE PREMISES

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

ARTICLE 35
PERSONAL PROPERTY

Any personal property of the Airline or others placed in the Airline Premises or common use areas will be at the sole risk of the Airline, and the Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and the Airline 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 Airline Premises or common use areas by the Authority.

ARTICLE 36
APPLICABLE LAW AND VENUE

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

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

ARTICLE 37
AUTHORITY APPROVALS

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

ARTICLE 38
INVALIDITY OF CLAUSES

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

ARTICLE 39

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 40

NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:

(MAIL DELIVERY)

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

Or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
Tampa, Florida 33607
Attn: Chief Executive Officer

TO AIRLINE:

(MAIL DELIVERY)

Southwest Airlines
PO Box 36611
HDQ-4PF
Dallas, TX 75235-1611
Attn: Senior Regional Leader-Airport Affairs

Or

(HAND DELIVERY)

Southwest Airlines
2702 Love Field Drive
HDQ-4PF
Dallas, TX 75235-1611
Attn: Senior Regional Leader-Airport Affairs

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 41
SUBORDINATION TO TRUST AGREEMENT

- A. This Agreement and all rights of the Airline hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by the Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement and Other Financing Documents made by the Authority authorizing the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness by the Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

- B. The Authority shall notify the Airline in advance of any proposed amendments or supplements to the Trust Agreement and Other Financing Documents that would alter the terms and provisions of this Agreement or materially impact the levels of Rents paid by the Airline.

- C. With respect to Bonds, Subordinated Indebtedness and Other Indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds, Subordinated Indebtedness and Other Indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**") (collectively, "**Tax-Exempt Indebtedness**"), the Airline may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Airline Premises, if the act or failure to act may cause, in the sole judgment of the Authority, the Authority to be in noncompliance with the provisions of the Code, nor may the Airline take, or persist in, any action or omission which may cause the interest on the Tax-Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the "**AMT**"), to become subject to the AMT for Federal income tax purposes, and the Airline may not elect to take depreciation on any portion of the Airline Premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 42
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 Airline Premises are located, for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and the Authority will be

released and fully discharged from any and all liability hereunder. In the event of this termination, the Airline'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 43
RADON GAS NOTIFICATION

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

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

ARTICLE 44
RELATIONSHIP OF THE PARTIES

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

ARTICLE 45
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

To the extent required by Applicable Laws, the Airline agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

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

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

ARTICLE 46
MISCELLANEOUS

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

ARTICLE 47
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 48
INCORPORATION OF EXHIBITS

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

ARTICLE 49
NO INDIVIDUAL LIABILITY

No Board member, officer, agent, director, or employee of the Authority shall be charged personally or held contractually liable by or to any other person under the terms or provisions of this Agreement or because of any breach thereof.

ARTICLE 50
AMENDMENTS

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

ARTICLE 51
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 1 day of OCTOBER, 2020.

ATTEST:

Jane Castor
Jane CASTOR, Secretary

Address: P. O. Box 22287
Tampa, FL 33622

HILLSBOROUGH COUNTY AVIATION AUTHORITY

By: GARY HAEROD
GARY HAEROD, Chairman

Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered in the presence of:



MT Kamprath
Witness Signature

MT Kamprath
Print Name

Violetta Cummins
Witness Signature

VIOLETTA CUMMINS
Print Name

LEGAL FORM APPROVED:

By: David Scott Knight
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1 day of OCTOBER, 2020, by GARY HAEROD in the capacity of Chairman, and by Jane Castor 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)

Violetta Cummins
Signature of Notary

VIOLETTA CUMMINS
Type or print name of Notary

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



VIOLETTA CUMMINS
Commission # GG 111824
Expires June 20, 2021
Bonded Thru Budget Notary Services

SOUTHWEST AIRLINES CO.

Signed in the presence of:

[Signature]
Witness Signature

Stacy F. Siskind
Print Name

By: [Signature]

Title: EVP - Chief Legal Officer
Mark R. Shaw
Print Name

[Signature]
Witness Signature

Twyla Jones
Print Name

2702 LOVE FIELD DR.
Print Address
DALLAS TX 75235

SOUTHWEST AIRLINES CO.
STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 25th day of September, 2020, by Mark R. Shaw in the capacity of EVP - Chief Legal Officer

at Southwest Airlines Co. a Corporation

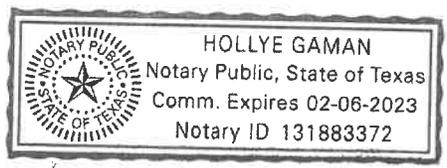
on its behalf. He is personally known to me and has produced

the following document of identification _____

(Stamp or seal of Notary)

Hollye Aman
Signature of Notary

Hollye Aman
Type or Print Name of Notary



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

**SOUTHWEST AIRLINES CO.
EXHIBIT A-1
BAG SERVICE OFFICE**

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND



BAG SERVICE OFFICE SPACE – 1,033 SF±

OCTOBER 2020



SOUTHWEST AIRLINES CO.
EXHIBIT A-2
CURBSIDE SPACE

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND



CURBSIDE SPACE – 860 SF±

OCTOBER 2020



SOUTHWEST AIRLINES CO.
EXHIBIT A-3
TICKETING LEVEL OFFICE

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND



TICKETING LEVEL OFFICE SPACE – 2,794 SF±

OCTOBER 2020



**SOUTHWEST AIRLINES CO.
EXHIBIT A-4
AIRLINE TICKETING KIOSKS**

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND



AIRLINE TICKETING KIOSK SPACE – 1,212 SF±

OCTOBER 2020



**SOUTHWEST AIRLINES CO.
EXHIBIT A-5
AIRLINE TICKETING COUNTERS**

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND



AIRLINE TICKETING COUNTERS – 3,238 SF±

OCTOBER 2020



**SOUTHWEST AIRLINES CO.
EXHIBIT A-6
AIRSIDE RAMP LEVEL SPACE**

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND



AIRSIDE C RAMP LEVEL SPACE 22,757 SF±



OCTOBER 2020

**SOUTHWEST AIRLINES CO.
EXHIBIT A-7
AIRSIDE BOARDING LEVEL SPACE**

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND



AIRSIDE C BOARDING LEVEL SPACE – 1,051 SF±



OCTOBER 2020

SOUTHWEST AIRLINES CO.
EXHIBIT A-8
AIRSIDE GATE AND HOLD ROOM SPACE

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND



AIRSIDE C GATE AND HOLD ROOM SPACE

GATE C-30 - 3,000 SF±	GATE C-36 - 3,000 SF±
GATE C-31 - 3,000 SF±	GATE C-37 - 3,000 SF±
GATE C-33 - 3,000 SF±	GATE C-38 - 3,000 SF±
GATE C-34 - 3,000 SF±	GATE C-39 - 3,000 SF±
GATE C-35 - 3,000 SF±	



OCTOBER 2020

MAINTENANCE MATRIX OF OBLIGATIONS

EXHIBIT A-9

Space Rental Agreement Terminal / Airsides		
	Ticket Counters	Offices & Operations
Premises (subject to reasonable wear and tear)	Airline	Airline
Electrical System Repair & Maintenance	Authority	Authority
Exterior	Authority	Authority
Structural Elements of Building	Authority	Authority
Mechanical / HVAC	Authority	Authority
Relamping of Authority Installed Fixtures	Authority	Authority
Maintenance of Airline Installed Equipment	Airline	Airline
Disposal of Construction Garbage, Debris and Waste Materials	Airline	Airline
Loading Bridges / Authority Controlled	Authority	Authority
Preconditioned Air Systems / Authority Owned and Installed	Authority	Authority
Associated 400 Hertz Units / Authority Owned and Installed	Authority	Authority
Lightning Detection System	Authority	Authority
Fire Protection System including Minimum Required Fire Extinguishers	Authority	Authority
Airline Provided Additional Fire Extinguishers	Airline	Airline
Janitorial Service	Authority	Authority
Pest Control	Authority	Authority
Sewage Distribution	Authority	Authority
Sewage Fixtures	Authority	Authority
Water Distribution	Authority	Authority
Water Fixtures	Authority	Authority
Controlled Access Security System - Airline	Airline	Airline
Controlled Access Security System - Authority	Authority	Authority
Personal Property	Airline	Airline
Airline Installed Lighting	Airline	Airline
Signage	Authority	Authority
Ceiling Tiles	Authority	Authority
Weight Scales	Airline	Airline
Keys / Locks	Authority	Authority
Pedestrian Doors	Authority	Authority
LED Signs	Authority	Authority
Restroom Fixtures Exclusive to Tenant Premises / Toilets / Faucets	Authority	Authority
Trade Fixtures	Airline	Airline

Airline will pay for the cost of any maintenance performed by the Authority that is due to Airline, its assignees, or sublessee's negligence.



OCTOBER 2020

0965RE-0820 v2

STANDARD PROCEDURE	Number: <u>S250.06</u>
Aviation Authority	Effective: <u>05/31/02</u>
	Revised: <u>03/04/20</u>
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	Page: <u>1</u> of <u>11</u>

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and sub-consultant at each tier. 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 types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, company shall further require that all contractors, subcontractors, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable contract, including the terms and conditions of this Standard Procedure. Coverage 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, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Authority Director of Risk and Insurance or designee for approval prior to use. The Authority retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

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 and for any period of extended coverage required in the contract. 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

STANDARD PROCEDURE	Number: <u>S250.06</u>
Aviation Authority	Effective: <u>05/31/02</u>
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work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement 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 insurance policy will be specifically endorsed to require the insurer to provide written notice to the Authority at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. 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

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically

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endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Authority's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Authority may have.

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 coverage or minimum limits of insurance required by the contract, the Authority may change the coverage and the minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such 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 by the Authority until at least two years after inception of the contract or two years after any change by the Authority in the coverages or minimum limits of insurance required in the contract unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or

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limits shall also apply to the contractors, subcontractors, consultants, and sub-consultants at each tier.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, 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 Authority's 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 and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Authority's 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 or 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 an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

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- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. 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;

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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, a certified complete copy of the policies of 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.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), 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, self-insurance or alternative risk or insurance program.
2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program 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, volunteer, agent, or employee of the Authority.
3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk and Insurance or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or 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, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.

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4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention 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.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Authority under subparagraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Company's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all

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

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

K. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy or program 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 or program 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 or program in connection with claims arising out of work performed pursuant to the contract.

L. 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, agents, and employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company. The company shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, to waive all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents and its employees, as well as the State of Florida, Department of

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Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company to the extent covered and paid for by any insurance maintained by the company’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The company shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy:

“Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability.”

M. 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 pursuant to this Standard Procedure 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 all premiums, fees, taxes, and 15% for the cost of administration.

a. Company to Remain Fully Liable

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The company agrees to remain fully liable for full compliance with the insurance requirements in the contract. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the company agrees to remain responsible and obligated to make the Authority whole as if the company and all of its contractors, subcontractors, consultants, and sub-consultants at each tier fully met the insurance requirements of 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 or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.

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APPROVED: Michael Stephens

DATE: 03/04/20

EXHIBIT B

Exhibit C

Federal Aviation Administration Required Provisions

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

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

- B. Civil Rights – Title VI Assurances – Compliance With Nondiscrimination Requirements.
1. Compliance with Regulations: Each Air Carrier operating at the Airport (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 2. Non-discrimination: Each Air Carrier, with regard to the work performed by it during the period it operates at the Airport, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Air Carriers will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by an Air Carrier 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 Air Carrier of the Air Carrier's obligations under this provision and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports: Air Carriers 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 the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an Air Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Air Carrier will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of an Air Carrier's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Air Carrier under the Resolution or this Agreement until the Air Carrier complies; and/or
 - b. Cancelling, terminating, or suspending the Air Carrier's rights under the Resolution or this Agreement, in whole or in part.
6. Incorporation of Provisions: Each Air Carrier must include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Each Air Carrier will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if an Air Carrier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Air Carrier may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, an Air Carrier may request the United States to enter into the litigation to protect the interests of the United States.

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

1. Each Air Carrier for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that such Air Carrier will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities in Paragraph D below.

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

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

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