



AGENDA ITEM CONTROL SHEET

I1

Agenda Item Number: _____
 Date of Meeting: November 4, 2021
 Resolution Number: 2021-161

PART I: Board Services Administrator (Worksheet)

Title & Summary Prepared by:	S. Collins	Department:	REL	Phone:	
(Forward Green Sheet Back-Up Documentation to Executive Office)					
TITLE:	Space Rental Agreement, Frontier Florida LLC, Tampa International Airport, Resolution No. 2021-161				

PART II: Board Action

Date Approved:	11/4/21	Date Rejected:		Date Deferred:	
Follow Up Comments:					
(Board Services Administrator forwards Green Sheet with executed documents and Resolution to Staff Person)					

PART III: Final Distribution (Staff Member)

Final Distribution (List what/to whom sent)	(NOTE: Some agencies require resolution copies)				
Comments:					
Is this document a transfer of ownership of real property, an easement, a right of way agreement, or an interlocal agreement?					
YES		NO		If yes, document will be recorded.	
If none of the above, describe any other specific reason the Authority should record this document:					
FORWARD TO CENTRAL RECORDS:	Scanned Backup Information w/Green Sheet	✓			
	Scanned Document	✓			
	Scanned Original Resolution	✓			
FORWARD TO BOARD SERVICES ADMINSTRATOR: Copy of finalized Green Sheet	 11/9/21				

At a regular meeting of the Hillsborough County Aviation Authority held in the Boardroom of the Tampa International Airport, Tampa, Hillsborough County, Florida, on the 4th day of November 2021, 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. 2021-161

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 Frontier Florida LLC, on the terms and conditions as set forth in said 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 4th day of November 2021.

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. 2021-161 adopted by the Authority on the 4th day of November 2021 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 4th day of November 2021.



Jane Castor, Secretary



SPACE RENTAL AGREEMENT

FOR

TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

FRONTIER FLORIDA LLC

Board Date:

November 4, 2021

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Tampa International Airport
Attn: Susan Collins
P. O. Box 22287
Tampa, Florida 33622

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Exhibit A Leased Premises (Dated June 17, 2021)

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY
SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS SPACE RENTAL AGREEMENT ("Agreement") is made and entered into this 4 day of NOVEMBER, 2021, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida ("Authority"), and FRONTIER FLORIDA LLC, a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida ("Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

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

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Airport; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

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

WHEREAS, Authority has a previous agreement with Company for space within the Airport which agreement expires September 30, 2021 ("Prior Agreement") and will continue on a month-to-month basis until the Commencement Date (as defined in Section 4.02) of this Agreement; and

WHEREAS, by way of this Agreement certain premises are leased to Company in support of its operations at the terms and conditions stated herein; and

WHEREAS, this Agreement will terminate the Prior Agreement as of the Commencement Date.

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 hereby enter into this Agreement and agree as follows:

ARTICLE 1
RECITALS

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

ARTICLE 2

PREMISES

2.01 Premises

Company hereby agrees to lease from Authority in support of Company's operations under this Agreement certain real property consisting of approximately 953 total square feet designated as exclusive use ("Premises"), consisting of:

Approximately 953 square feet, more particularly depicted on Exhibit A, entitled Leased Premises, dated June 17, 2021, which is attached hereto and by this reference made a part hereof.

ARTICLE 3

USES AND RESTRICTIONS

3.01 Permitted Uses

The Premises will be used by Company solely and exclusively for the purpose of providing support to Company's operation of a Telephone Equipment Room at the Airport under this Agreement. Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations hereunder.

3.02 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article.
- B. Company will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located from time to time at the Airport.
- C. The rights and privileges granted Company pursuant to this Article will be subject to any and all Policies, Rules and Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- D. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of Company will cause cancellation of any such policy, Company will immediately, upon

notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

- E. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.
- F. Any and all rights and privileges not specifically granted to Company for its use of and operations at the 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 Premises.
- H. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.
- I. Any and all rights and privileges not specifically granted to Company for its use pursuant to this Agreement are hereby reserved for and to Authority.
- J. Company will not use, or permit any use, generally associated with (1) illegal gambling activities, (2) the placement of cell towers or antennae, except as approved and permitted, (3) the placement of billboards or other forms of outdoor advertising from which Authority would normally derive revenue, and (4) any residential use, all of which are specifically prohibited by this Agreement.

ARTICLE 4

TERM

4.01 Effective Date

This Agreement will become binding and effective upon approval and execution by Authority and Company.

4.02 Term

The initial Term of this Agreement commences as of the date Company occupies and begins operating out of the Premises (the "Commencement Date") and terminates three (3) years from that date, unless terminated earlier as provided herein.

4.03 Prior Agreement Termination

The Prior Agreement will terminate as of the Commencement Date of this Agreement.

4.04 Renewal Options

If Company is not in default of any terms of this Agreement or in the payment of any Rents or other charges to Authority, this Agreement may be renewed at the terms and conditions stated hereunder for three, three-year periods upon written request by Company at least 180 days prior to expiration of the then-current Term and written acceptance by Authority's Chief Executive Officer or designee. The Rents for each renewal option will include the Premises and will be determined in accordance with Section 5.02 below. Such renewals will be effective by letter without formal amendment to this Agreement.

4.05 Commencement of Rent

The Rents, Fees and other charges due hereunder commence on the Commencement Date and continue throughout the Term of this Agreement, unless this Agreement is terminated as provided herein.

4.06 Termination

After the initial Term, this Agreement may be terminated by either Party, with or without cause, upon 180 days written notice and such termination will be effective 180 calendar days from the date of the notice or such date set forth in the notice of termination.

4.07 Holding Over

If Company continues to occupy the Premises after the expiration of the initial Term and/or any approved renewal terms unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy from month to month on the same terms and conditions as contained in this Agreement. Said holding over period and any applicable Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 5

PAYMENTS

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

5.01 Rents

The total annual rent for the Premises will be \$27,427.34 payable in monthly installments of \$2,285.61, plus applicable taxes, on or before the first day of each and every calendar month, in advance and without demand, commencing on the Commencement Date ("Rents"). The Rents for the Premises represent the current rental rate as determined by Authority. For any period of less than one calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis.

5.02 Adjustment of Rents and Fees

Effective May 1, 2022 and on May 1 of each subsequent year of the initial Term and any renewal terms thereafter, the rental rates will be automatically increased 3% and will remain in effect for the ensuing 12-month period. The rental rates under this Agreement will be adjusted automatically without written amendment to this Agreement.

5.03 Employee Parking Fees

Authority reserves the right to charge Company or its employees a reasonable and non-discriminatory parking fee based on Authority's cost of providing services and facilities for the employee parking areas provided at the Airport. The current fee is \$25-\$50 per space, per month, but is subject to change in the sole discretion of Authority. If Company is invoiced by Authority for parking fees, payment is due to Authority within 15 days from the date of the invoice or parking privileges may be terminated.

5.04 Interest on Delinquent Payments

Without waiving any other right or action available to Authority in the event of default of Company's payment of Rents, charges or fees hereunder, and in the event Company is delinquent in paying to Authority any Rents, charges or fees for a period of five calendar days after the payment is due, Authority reserves the right to charge Company interest thereon from the date the Rents, fees or charges became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the Rents, fees or charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law from the date such item was due and payable until paid. Such interest will not accrue with respect to disputed items being contested in good faith by Company, in which event the legal rate of interest will prevail.

5.05 Rents and Other Charges a Separate Covenant

Company will not for any reason (other than as specified in this Agreement) withhold or reduce its required payments of Rents and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of Rents and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

5.06 Authority's Right to Perform Audits, Inspections, or Attestation Engagements

Upon advanced written notice at any time or times during the initial Term or any renewal terms of this Agreement or within three years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's books and records for the purpose of determining compliance with this Agreement.

5.07 Place of Payments

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

(ELECTRONICALLY – PREFERRED METHOD)
VIA ACH WITH REMITTANCE ADVICE TO RECEIVABLES@TAMPAAIRPORT.COM

OR

(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
P. O. Box 22287
TAMPA, FLORIDA 33622-2287

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
2ND LEVEL, RED SIDE
TAMPA, FLORIDA 33607

ARTICLE 6

OBLIGATIONS OF COMPANY

6.01 Business Operations

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

6.02 Conduct of Employees and Invitees

Company will, within reason, control the conduct, demeanor and appearance of its employees, contractors, and of those doing business with Company and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

6.03 Equipment and Vehicle Parking

Company will ensure that all vehicles and equipment owned or operated by Company, its vendors or contractors will be parked or stored in areas designated for tenants who occupy the Premises and will not be parked in common use areas or allowed to interfere in any way with any other operations adjacent to the Premises or common use areas. The parking of any vehicles or equipment outside those areas designated for Company's use is strictly prohibited.

6.04 Sound Level

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

6.05 Garbage, Debris, or Waste

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

6.06 Nuisance

Company will not commit any nuisance, waste, or injury on the 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.

6.07 Excessive Load

Company hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and Company will prohibit its employees, agents, contractors, or sublessees from placing excessive loads on paved or floor areas on the Premises or common use areas. Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

6.08 Flammable Liquids

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

6.09 Frequency Protection

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

6.10 Taxes

Company will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of the Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. Company will also pay any other taxes, fees, or assessments against Premises or leasehold estate created herein. Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within 30 days after Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any tax is payable, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days in such tax year. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

6.11 Permits and Licenses

Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required in connection with the operation of its business on the Premises or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

6.12 Vapor or Smoke

Company will not create nor permit to be caused or created upon the Premises, the common use areas, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors.

6.13 Security Badging

Any Company employee, or any employee of its contractors or agents, that requires unescorted access to the Security Identification Display Area ("SIDA") to perform work under this Agreement will be badged with an Airport identification badge ("Badge") provided by Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check ("CHRC") and an annual Security Threat Assessment ("STA"). A new or renewed Badge will not be issued to an individual until the results of the CHRC and the 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 Badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents must comply with Authority's regulations regarding the use and display of Badges. The Authority reserves the right to require renewal of Badges of Company's employees, contractors and /or agents at any time. If a Company employee, contractor or agent fails to comply with renewal requirements, as directed by Authority, the existing Badge privileges of that Company's employee, contractor and/or agent may be suspended.

Company will be assessed a fine for each Badge that is lost, stolen, unaccounted for or not returned to Authority at the time of Badge expiration, employee termination, termination of the Agreement, or upon written request by Authority. Such fine will be paid by Company within fifteen (15) days from the date of invoice. The amount of fine for failure to return the Badge is subject to change by the CEO without notice, and Company will be responsible for paying any increase in the fine.

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

6.14 Mail Deliveries to Airport

Company may obtain a U.S. Postal Service mailbox at the Airport at Company's sole expense. Company is solely responsible for keys issued by Authority for the mailbox. In the event Company fails to return all keys at the termination of this Agreement, Company may be required by Authority to rekey or replace the lock. Any cost incurred by Authority in replacing the keys or rekeying the mailbox will be borne by Company.

6.15 Cooperation with State Inspector General

Company 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 7
MAINTENANCE AND REPAIR

7.01 General Obligations

Authority will provide normal routine maintenance to the 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. Company will, throughout the Term, assume responsibility for maintenance for all of its installed equipment.

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

7.02 Reimbursement of Authority Made Repairs

Notwithstanding anything to the contrary in this Agreement, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises by Company or Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Company will pay all such costs and expenses incurred by Authority, plus a 15% administrative charge, within 15 days from the date of the invoice. Failure of Company to pay will be a condition of default.

ARTICLE 8
IMPROVEMENTS AND ALTERATIONS BY COMPANY

8.01 Written Approval

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. Company will make no improvements or alterations whatsoever to the Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed.

8.02 Alterations and Improvements to Airport

Company acknowledges that from time to time Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the terminal complex or the Airport that may temporarily affect Company's operations hereunder. Company agrees to accommodate Authority in such matters, even though Company's activities may be inconvenienced, and Company agrees that no liability will attach to Authority, its Board Members,

officers, employees, agents, servants or volunteers by reason of such inconvenience or impairment.

8.03 Removal and Demolition

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

8.04 Approvals Extended to Architectural and Aesthetic Matters

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

8.05 Display Locations

Company and its subcontractors 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 Premises without the prior written approval of Authority.

8.06 Ceiling

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

8.07 Conditions

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

- A. Company will obtain at Company's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the State, County, City and Authority.
- B. Company agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. Company agrees to hire only licensed contractors and subcontractors.

- D. Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other regulatory agency.
- E. Company agrees to be solely responsible for any damage to the Premises, common use areas, or Airport property resulting from Company's construction of improvements or alterations.

ARTICLE 9

TITLE TO IMPROVEMENTS

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

ARTICLE 10

DEFAULT AND TERMINATION

10.01 Events of Default

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

- A. The failure or omission by Company to perform its obligations or make any payment to Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.

- C. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition for bankruptcy protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

10.02 Authority's Remedies

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

- A. Terminate Company's rights under this Agreement and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and Company will remain liable for all payments due, or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default, plus an administrative charge thereon, will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime + 4%) or 12% per annum, whichever is greater, to the maximum extent permitted by law; or

- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Company in the Premises and common use areas will end.

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

10.03 Continuing Responsibilities of Company

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

10.04 Company's Remedies

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

ARTICLE 11
DISCLAIMER OF LIENS

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

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises or common areas for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, Company will cause any such lien to be discharged of record within 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 Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Company contests to conclusion the claim giving rise to such lien.

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

applicable law, the clause will be considered modified by such law to the extent necessary to remedy the conflict

ARTICLE 12

UTILITIES

12.01 Utility Infrastructure

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

12.02 Upgraded Utility Infrastructure

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

12.03 Utility Services

Company agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunication and data services and the cost of necessary meters for measuring said utility services. Company will save Authority harmless from any and all costs or charges for utility services furnished to or required by Company as may be necessary or required in the operation and maintenance of the Premises.

12.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

ARTICLE 13

INGRESS AND EGRESS

13.01 Use of Public Way

Company will have the right of ingress to and egress from the Airport, the Premises, and the common use areas for Company's officers, employees, agents, subcontractors, invitees, suppliers, or service providers or any other person directly or indirectly employed or utilized by Company, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to applicable laws, and Authority's right to establish

Policies, Rules and Regulations, Standard Procedures, and Operating Directives governing (A) the general public, including Company's customers, and (B) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

13.02 Methods of Ingress or Egress

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

ARTICLE 14
INDEMNIFICATION

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

by Company or Company's officers, employees, agents, subcontractors, invitees, suppliers, or service providers or any other person directly or indirectly employed or utilized by Company, whether the liability, suit, claim, procedure, 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 the Authority, its members, officers, agents, employees and volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its Board Members, officers, agents, servants, employees, and volunteers from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines or 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:

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. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

by Company or Company's officers, employees, agents, subcontractors, invitees, suppliers, or service providers or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its Board Members, officers, agents, servants, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and

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

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its Board Members, officers, agents, servants, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company 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 law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this 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 Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company 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. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its Board Members, officers, agents, servants, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article or Agreement will be construed as a waiver of any immunity from or limitation of liability Authority, its Board Members, officers, agents, servants, employees,

and volunteers may have under the doctrine of sovereign immunity under common law or statute.

- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any law, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 15
INSURANCE

15.01 Insurance

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

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

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000

Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Commercial General Liability Insurance

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

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

C. Property Insurance - Contents

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

15.02 Waiver of Subrogation

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

15.03 Conditions of Acceptance

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

ARTICLE 16
SECURITY FOR PAYMENT

16.01 Payment Security Requirements

- A. Unless Company has maintained an agreement similar to this Agreement with Authority during the 18 months prior to the Effective Date of this Agreement without the occurrence of any act or omission that would have been a default under this Agreement, Company will provide Authority on or before the Commencement Date of this Agreement with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of six months Rents, fees and charges (excluding PFCs), payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees, tax assessments, and charges due hereunder ("Payment Security"). Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation.
- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within 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 six months' estimated Rents, fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to six months' estimated Rents, fees and charges payable by Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within 90 days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within 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 18 consecutive months during which Company commits no additional act or omission that would

constitute a default under this Agreement or the termination of bankruptcy proceedings, whichever is later.

- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

16.02 Satisfactory Performance

Subject to the provisions of Section 16.01 above, the Payment Security will be returned within 90 days following the expiration of the Term (including any renewal options) of this Agreement, subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein.

ARTICLE 17
PROPERTY DAMAGES

17.01 Partial Damage

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

17.02 Extensive Damage

In the event damages as referenced in Section 17.01 of this Article are so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

17.03 Complete Destruction

In the event the 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 Premises untenable, and the Premises cannot be repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, and reconstruct said Premises. In the event Authority elects not to repair, replace, and reconstruct said Premises, Authority will not be required to grant alternative premises and this Agreement and the obligations of the Parties hereunder will terminate as of the date of such casualty.

17.04 Abatement of Rent

In the event of extensive damage or complete destruction as referenced in Sections 17.02 and 17.03 of this Article, the portion of the Rents attributable to untenable Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Premises can be re-occupied. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of Company, including negligence, Company's Rents and fees will not abate and Company will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Company's act or omission.

17.05 Limits of Authority's Obligations Defined

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

17.06 Waiver of Subrogation

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

ARTICLE 18

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control will comply with safety, operational, or security measures required of Company or Authority by the FAA or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be

responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.

ARTICLE 19
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 20
ENVIRONMENTAL

20.01 General Conditions

Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.

- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, to the maximum extent permitted by State law, Company agrees to indemnify and defend and hold harmless Authority, its Board Members, officers, employees, agents, servants and volunteers from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by Company or Company's officers, employees, agents, subcontractors, invitees, suppliers, or service providers or any other person directly or indirectly employed or utilized by Company of such applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company or Company's officers, employees, agents, subcontractors, invitees, suppliers, or service providers or any other person directly or indirectly employed or utilized by Company with any permits issued by Company pursuant to such environmental laws, (ii) a presence or release of hazardous substances into the environment caused in whole or in part by Company, Company's officers, employees, agents, subcontractors, invitees, suppliers, or service providers or any other person directly

or indirectly employed or utilized by Company at 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 Company's or Company's officers, employees, agents, subcontractors, invitees, suppliers, or service providers or any other person directly or indirectly employed or utilized by Company which indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, Company's officers, employees, agents, subcontractors, invitees, suppliers, or service providers or any other person directly or indirectly employed or utilized by Company, against Authority by reason of Company's violation or non-compliance with environmental laws.

- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within twenty-four (24) hours of receipt by Company or Company's agent. In the event Authority receives a notice of violation, notice of non-compliance, or other enforcement action of the nature described herein, it will promptly provide that notice to Company. Any violation or notice of violation or non-compliance with Federal, State, or local environmental law or ordinance that Company fails to rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.
- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

20.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Company will not discharge or

spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, Federal, State, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

- B. If Company is deemed to be a generator of hazardous waste, as defined by Federal, State, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all Federal, State, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Premises.
- D. At the end of this Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of this Agreement.

20.03 Hazardous Substance and Solid Waste

Hazardous Substances shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any environmental law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable environmental law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable environmental law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains

PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the land or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to, sewage, sludge, industrial slag, solvents and/or any other similar substances or materials. Notwithstanding the foregoing, "Hazardous Substances" shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable environmental laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable environmental laws.

Solid Waste shall mean (1) any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the FDEP, specifically Chapter 62-702, FAC; or (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

20.04 Prior Environmental Impacts

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

20.05 Off-Site Environmental Impacts

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

20.06 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all Federal, State, and local requirements, 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 Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.
- B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

20.07 Stormwater

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

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

20.08 Environmental Inspection at End of Agreement Term

- A. At least 120 days before the expiration or early termination of the initial Term or any renewal term, as provided herein, Company will conduct an environmental inspection and examination of the Premises. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority’s inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process.

Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable Federal, State, and local 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 Premises or common use areas, Company's obligations, including the payment of Rents, charges, and fees, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 21

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 22

NON-DISCRIMINATION

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

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

22.01 Civil Rights – General – 49 USC § 47123

- A. Compliance:
Company shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national

origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefitting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company.

B. Duration:

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

22.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- (1) Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (2) Non-Discrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 22.02(B) below, including employment practices when

this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to Non-Discrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Non-compliance: In the event of Company's non-compliance with the Non-Discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) Incorporation of Provisions: Company will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

C. Duration:

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

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

ARTICLE 23

NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 24
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 25
RIGHT OF ENTRY

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health and monitoring of Company's compliance with the terms of this Agreement. Authority may at any time during the Term hereof, upon reasonable notice and at reasonable times, enter upon the Premises and Company's Improvements, and at any time during the last year of the Term or in the event of default, show the Premises and Company's Improvements to prospective tenants, as long as such examination or showing does not unreasonably interfere with Company's operations.

ARTICLE 26
RIGHT OF FLIGHT

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

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

In the event Company (or anyone holding through Company) interferes with Authority's right of free passage, Authority reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending natural growth, all of which shall be at the expense of Company.

ARTICLE 27
GOVERNMENT INCLUSION

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

ARTICLE 28
SIGNS

28.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Premises and/or common use areas.

28.02 Removal

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

ARTICLE 29
ASSIGNMENT AND SUBLEASING

29.01 Subleases and Assignments

Company will not have the right to sell, assign, sublet, license or otherwise transfer any or all of the Premises or Company's Improvements without the prior written consent of Authority, which will not be unreasonably withheld. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sublease to an entity that: (A) has a financial net worth that, in the opinion of Authority, is inconsistent with that of Company; or (B) proposes a use different

than those uses authorized in this Agreement. If transfer, sublease, assignment or delegation is approved, Company will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Agreement.

Any assignment, mortgage, license, delegation, sublease or the like will be subject to all of the terms and conditions contained in this Agreement.

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

29.02 Prior Notice of Transfer, Sublease, Assignment, or Delegation

Any attempted transfer, sublease, assignment or delegation of this Agreement without the prior written approval of Authority shall be void and of no effect, except Company and all purported assignees, delegates, and subleases shall be obligated and liable to Authority with respect to each and every provision of this Agreement as fully as if such attempted transfer, sublease, assignment, or delegation had been valid.

29.03 Subsequent Assignment/Sublease

Any transfer, sublease, assignment or delegation of this Agreement approved by Authority will not be construed to authorize or permit any additional or subsequent transfer, sublease, assignment, or delegation of this Agreement.

29.04 Company's Liability

Unless specifically released by Authority, in the event of an assignment or sublease, Company will remain obligated and liable to Authority for the performance of all covenants, terms, conditions, warranties and other provisions of this Agreement to the same extent that it would have been obligated and liable if no assignment, delegation, sublease, transfer, conveyance, mortgage or pledge had been made.

29.05 Authority: Right to Assign

Authority may, at any time, assign or delegate any or all of its rights hereunder and such assignee shall assume all of the rights, remedies, covenants, and obligations of Authority.

ARTICLE 30
COMPANY TENANCY

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

ARTICLE 31
CONDEMNATION

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

ARTICLE 32
SURRENDER OF PREMISES

Company will surrender up and deliver the Premises to Authority upon the conclusion of the Term in the same condition as existed at the commencement of the Term, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises and common use areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within 30 days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of any Rents due under this Agreement, Authority will have a lien for such Rents upon any property found upon the Premises or common areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises or common areas without the written approval of Authority.

ARTICLE 33
PERSONAL PROPERTY

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

ARTICLE 34
APPLICABLE LAW AND VENUE

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

Company hereby waives any claim against Authority, its Board Members, officers, employees, agents, servants and volunteers 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 35
AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer ("CEO"), shall mean the Chief Executive Officer of Authority and shall include such person or persons as may from time to time be authorized in writing by Authority or by the Chief Executive Officer or applicable law to act for the Chief Executive Officer with respect to any or all matters, is hereby empowered to act on behalf of Authority.

ARTICLE 36
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 37
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 38
NOTICES AND COMMUNICATIONS

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

TO Authority:
(MAIL DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622
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 Company:
(MAIL DELIVERY)

Frontier Florida LLC
c/o Frontier Communications Corporation
21 West Avenue
Spencerport, NY 14559
Attn: Real Estate Services Dept

CC:

Frontier Communications Corporation
c/o Jones Lang LaSalle, Americas Inc.
260 Forbes Avenue, Suite 1300
Pittsburgh, PA 15222
Attn: Lease Administration

Or
(HAND DELIVERY)
Same as above

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

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

ARTICLE 39
SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements and other financing documents made by Authority, authorizing the issuance of bonds,

subordinated indebtedness or other indebtedness by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 40
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for war or national emergency, for a period in excess of 90 consecutive days, then this Agreement will terminate effective as of the date of such take over, and Authority and Company will be released and fully discharged from any and all liability hereunder. In the event of this termination, Company's obligation to pay Rents 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 41
RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

41.01 RADON GAS

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

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

41.02 OTHER PROPERTY CONDITIONS

Areas of Authority property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally-occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including but not limited to property use restrictions, activity and use limitations, institutional controls, or engineering controls. At the Airport, Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use

Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to the Airport, the same protections and standards are generally applied at all Authority property including the general aviation airports. As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

ARTICLE 42

RELATIONSHIP OF THE PARTIES

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

ARTICLE 43

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by applicable law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of 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 Authority to perform the services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 44
MISCELLANEOUS

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

ARTICLE 45
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 46
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 47
NO INDIVIDUAL LIABILITY

No Board of Directors member, officers, employees, agents, servants and volunteers of Authority shall be charged personally or held contractually liable by or to any other person under the terms or provisions of this Agreement or because of any breach thereof.

ARTICLE 48
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 Company and Authority.

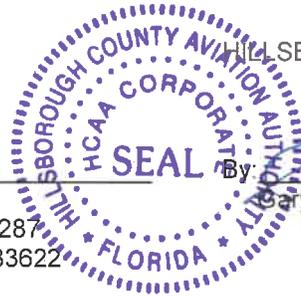
ARTICLE 49
COMPLETE AGREEMENT

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 4 day of NOVEMBER, 2021.

ATTEST:



HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered
in the presence of:

Helen M. Power
Witness Signature
Helen M. Power
Print Name

LEGAL FORM APPROVED:

By: David Scott Knight
David Scott Knight
Assistant General Counsel

Violetta Cummins
Witness Signature
VIOLETTA CUMMINS
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of NOVEMBER, 2021, by GARY HARROD in the capacity of Chairman, and by JANE CASTOR in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Violetta Cummins
Signature of Notary Public – State of Florida



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

FRONTIER FLORIDA LLC

Signed in the presence of:

[Signature]
Witness Signature

ANTHONY ROSS
Print Name

[Signature]
Witness Signature

FRANK SOYA
Print Name

By: [Signature]
Title: DIRECTOR PRES

KELLEY STEWART
Print Name

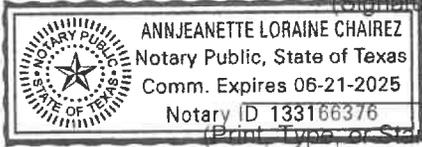
FRONTIER FLORIDA
Print Address
21 WEST AVE

SPENCER PORT NY 14559

FRONTIER FLORIDA LLC
STATE OF TEXAS
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 22 day of OCTOBER, 2021, by KELLEY STEWART as
DIRECTOR PRES for FRONTIER FLORIDA
(type of authority) (name of party on behalf of whom instrument was executed)

[Signature]
(Signature of Notary Public - State of TEXAS)



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

Personally known to me OR Produced Identification
Type of Identification Produced DRIVERS LICENSE

EXHIBIT A

LEASED
PREMISES

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.

06/17/2021

FRONTIER FLORIDA LLC

NWC of Level 1 of the Long Term Parking Garage

HILLSBOROUGH COUNTY AVIATION AUTHORITY

