

Hillsborough County Aviation Authority

SPACE RENTAL CONTRACT

COMPANY: T-MOBILE SOUTH LLC

Board Date: September 5, 2019

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EXHIBIT A PREMISES

EXHIBIT B SCRUTINIZED COMPANY CERTIFICATION

HILLSBOROUGH COUNTY AVIATION AUTHORITY
Space Rental Contract

This Space Rental Contract (hereinafter referred to as Contract) is made and entered into this 5th day of September, 2019 (hereinafter referred to as Effective Date) by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and T-Mobile South LLC, a Delaware limited liability company, authorized to do business in the State of Florida (hereinafter referred to as Company), (collectively hereinafter referred to as the Parties).

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

WHEREAS, Authority is authorized to lease land and space in certain buildings and other facilities upon and around the Airport; and

WHEREAS, Company is desirous of leasing space in the Economy Parking Garage, northwest corner, sixth level in support of Company's operation of its wireless communications network for purposes of operation and maintenance of a wireless communications-transmit-receive site.

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.01 Definitions

- A. **Airport:** Tampa International Airport.
- B. **Authority Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Authority holidays.
- C. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- D. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- E. **Contract:** This Contract, including all exhibits, schedules, subsequent amendments, and attachments thereto.
- F. **Contract Manager:** The Authority employee designated by the Authority Vice President of Concessions and Commercial Parking to manage and oversee this Contract.
- G. **FAA:** The Federal Aviation Administration or any successor thereto.

- H. **Personnel:** Individuals who are directly employed or contracted by Company.
- I. **Premises:** Specific area of the Airport leased to the Company to occupy and use for the purposes set forth in this Contract.
- J. **Vice President of Concessions and Commercial Parking:** The Authority employee designated by the Authority Chief Executive Officer to manage and oversee the Authority Concessions Department.
- K. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

1.02 Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Contract.

- 1. EXHIBIT A Premises
- 2. EXHIBIT B Scrutinized Company Certification

ARTICLE 2
PREMISES

2.01 Premises Description

Authority hereby authorizes Company to utilize space in the Economy Parking Garage, northwest corner, sixth level, as generally depicted on Exhibit A, Premises, for the purpose of operation and maintenance of a wireless communications-transmit-receive site.

2.02 Reclaiming of Premises for Airport Purposes

Authority reserves the right to reclaim the Premises when, in the sole discretion of Authority, such reclaiming for the development of the Airport is in the best interest of Authority.

Authority shall exercise such right to reclaim by giving Company not less than 30 days prior written Notice of Intent to Reclaim Premises specifying the effective date of the reclaiming.

2.03 Modifications to Premises

Authority shall have the right to make modifications to any portion of the Premises at the sole discretion of Authority to accommodate Airport operations, security renovations, maintenance, or other work to be completed at the Airport.

2.04 Ingress and Egress

Company will have the right of ingress to and egress from Airport and the Premises for Company's officers, authorized officials, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Right of ingress and egress will be subject to FAA Regulations, as amended, applicable laws, and Authority Rules and Regulations and Operating Directives.

2.05 Premises Acceptance As Is

Company accepts the Premises in its present condition, as is and with all faults. Authority shall not be obligated to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature (including any utilities or telephone/data service) on or to the Premises during the Term other than as explicitly stated in this Contract.

2.06 No Warranty of Economic Viability

Authority makes no warranty, promises or representations as to the economic viability of the Premises or Company's business concept(s) or any other matter pertinent to the potential or likelihood for success or failure of Company business operations. Company acknowledges that airline gate usage and other aspects of Airport operations are subject to change during the Term without notice and that the Authority makes no warranty regarding the location of airline gate usage. Except as is specifically set forth herein, Authority shall not, by virtue of the existence of this Contract, be constrained in connection with its operation of the Airport.

ARTICLE 3

TERM

3.01 Effective Date

This Contract will become effective upon execution by Company and approval and execution by Authority. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

3.02 Term

The Term of this Contract commences on October 1, 2019, and continues through such time as the distributed antenna system (DAS) will become operational (estimated to be on or about November 6, 2020), unless terminated earlier as provided herein.

3.03 Early Termination

Authority may cancel this Contract, without cause, by giving 30 days written notice to Company.

3.04 Holdover

Any occupancy of the Premises by Company with the written consent of Authority after the expiration or termination date of this Contract shall be on a month-to-month basis with all provisions of this Contract, including rents, fees and charges, remaining in place until such time that Authority gives notice to Company to surrender the Premises. Notice to Surrender Premises will be provided not less than thirty (30) days prior to the anticipated surrender date.

Any occupancy of Premises by Company after the expiration or termination of this Contract without the written approval of Authority constitutes a month-to-month lease on the same terms and conditions as this Contract. Company must pay rent for such holdover period. No occupancy of any portion of the Premises by Company after the expiration or other termination of this Contract with respect to such portion of the Premises extends the Term, except as a holdover tenancy. In the event of such holdover tenancy, Company shall indemnify Authority against all damages arising out of Company's holdover tenancy, including, but not limited to, any costs incurred by Authority to evict Company, and all insurance policies required to be obtained and maintained by Company as set forth in this Contract shall continue in full force and effect.

3.05 Rights and Obligations Upon Termination

Company shall, upon termination of this Contract, with or without cause, surrender the Premises to Authority peaceably, quietly and in as good order and condition as the same now are or may be hereafter improved by Company or Authority, reasonable use and wear thereof and damage by casualty, which damage Company did not cause and is not required to repair or restore, excepted. Company shall remove all equipment, signage and other personal property, and leave the Premises in broom clean condition. If Company has not removed its equipment within thirty (30) days of the expiration or termination of this Agreement, then upon prior written notice to Company, Authority shall be entitled to exercise the non-judicial remedy of restricting Company's access to the Premises as a means of enforcing Authority right of possession, including without limitation, the de-activation of Company's security badges or credentials, and this right of de-activation shall not, and legally cannot, limit or otherwise affect Authority governmental police powers to de-activate security credentials for security or other governmental reasons. Company shall be allowed to re-enter in order to complete the removal of its personal property, however.

Any damage to the Premises caused by Company's removal of trade fixtures or property will be immediately repaired by Company at Company's expense and to the satisfaction of Authority. Notwithstanding the forgoing, if Company fails to remove trade fixtures or other property within 30 days from the date of termination of this Contract, then upon prior written notice to Company sent by Authority, Company will be deemed to have abandoned same and Authority will have the right, at its option, and in its sole discretion, to take title to said trade fixtures and/or other property and sell, contract, salvage, or dispose of the same in any manner permitted by law. Company will have no

right, interest or claim in any proceeds of the sale or other disposition of such items. Any net expense incurred by the Authority in disposing of such items will be immediately reimbursed by Company. No act by Authority will be deemed an acceptance of a surrender of the Premises. No acceptance of a surrender of the Premise will be valid unless it is in writing and signed by Authority.

ARTICLE 4
RENT, ACCOUNTING AND OTHER CHARGES

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

4.01 Rent

The total annual rental for the Premises depicted in Exhibit A will be Sixty Thousand Dollars (\$60,000) plus sales tax, payable in monthly installments of Five Thousand Dollars (\$5,000), on the first day of the month, in advance and without demand. Authority acknowledges that Company currently claims exemption from payment of Florida Sales Tax under Florida Statute Section 212.031(1)(a)(5). If Company's exemption is removed or lost at any time during the Term of this Contract, Company shall then include applicable sales tax with its monthly rent payments.

4.02 Adjustment of Rents and Fees

Rental rates will be subject to periodic adjustment. Such adjustments will be made at the time of expiration or termination or at the effective date of the holdover period, as applicable, and will remain in effect for the ensuing twelve (12) month period. Rental rates will be increased by 3% per year during the Term of the Contract. Periodic rental rate adjustments will be effected by letter without requiring formal amendment to this Contract.

4.03 Rent and Other Payments a Separate Covenant

Company will not for any reason withhold or reduce its required payments of rents, fees and other charges provided in this Contract, it being expressly understood and agreed by the Parties that the payment of rents, fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

4.04 Place of Payments

Reports required by this Contract shall be delivered to:
Hillsborough County Aviation Authority
Attn: Director of Concessions
Post Office Box 22287
Tampa, Florida 33622

Authority shall have the right at any time to change the place of payments and reports

filing and require that reports be delivered electronically using technology and procedures designated by Authority. If Authority instructs Company to deliver any reports required hereunder by computer, e-mail, internet website, or transmission, Authority shall not be obligated to furnish Company with the equipment or systems necessary to do so

4.05 Security Deposit

Company will maintain a security deposit in the form of a payment bond on Company's form or irrevocable letter of credit in an amount equal to three months' rent payable under this Contract throughout the Term of this Contract. Should the Authority need to make a claim against the security deposit, Company will promptly restore the amount of the security deposit to the full amount required by this Contract.

4.06 Release of Security Deposit

The release of the security deposit will be subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Contract, the release of the security deposit will not occur until all rents, fees, charges, and other payments due to Authority are satisfied. In the event of a dispute as to the condition of the Premises, only the amount in dispute will be retained for remedy. Authority shall release the security deposit without interest within 45 days of meeting the above requirements.

ARTICLE 5
PERMITTED USES

5.01 Permitted Use

Company will use the Premises solely for the purpose of providing a single cell site in support of Company's wireless communications network. This Contract contemplates the maintenance and operation of a single cell site, as described in Exhibit A, Premises. Installations of additional units or antennas on the Premises will require an amendment to this Contract and an appropriate adjustment in the rent. Company will provide all the necessary equipment, personnel and other appurtenances necessary to conduct its operations hereunder.

5.02 Non-Exclusive Rights

The rights granted herein for the use of the Premises shall be non-exclusive. Authority may, at any time, award space (existing or newly created) to other parties who may have rights or may provide services similar to those non-exclusively granted herein. Nothing in this Contract will be construed as establishing exclusive rights, operational or otherwise, other than the rights herein enumerated for the use of Premises by Company.

In the event of a dispute between Company and any other party operating at the Airport as to the rights of the parties under their respective contracts, Authority shall determine the rights of each party and Company agrees to be bound by Authority's decision.

5.03 Restrictions

Nothing in this Article will be construed as authorizing Company to conduct any business separate and apart from this Contract or in areas at the Airport other than the Premises.

Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Contract are hereby reserved for and to Authority.

ARTICLE 6
CONSTRUCTION BY COMPANY

Company shall not make any improvements or modifications, do any construction work on the Premises, or alter, modify, or make additions, improvements, replacements or repairs, except emergency repairs, to any structure now existing or built on the Airport without prior written approval of Authority.

ARTICLE 7
SIGNAGE

7.01 Written Approval

Company shall not install signs of any type or any advertising, without prior written approval of Authority, at or on the Premises, except for signage required by applicable laws or regulations.

7.02 Removal

Upon the expiration or termination of the Contract, Company will remove, demolish or paint out, as directed by Authority, any and all signs and advertising placed by Company on the Premises and, in connection therewith, will restore the portion of the Premises affected by such signs or advertising to the same conditions as existed at the commencement of the Term. In the event of failure on the part of Company to remove, demolish, or paint out each and every sign or advertising and restore the Premises, Authority may perform the necessary work at the cost of Company.

ARTICLE 8
PROPERTY DAMAGE

8.01 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 at no fault of the Company, but

not rendered unusable, Company will give Authority immediate notice thereof, and Authority will make the necessary repairs, at its own cost and expense.

8.02 Extensive Damage

In the event damages as a result of any event outlined in Section 8.01 are so extensive as to render all or a significant portion of the Premises unusable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will make the necessary repairs, at its own cost and expense. Rent shall abate during the time that Company is unable to use or operate its equipment or effectuate access to same.

8.03 Complete Destruction

In the event the Premises is completely destroyed as a result of an event outlined in Section 8.01 and the damages render the entire Premises unusable 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, or reconstruct said Premises. In the event Authority elects not to repair, replace, or reconstruct the Premises, Authority will not be required to grant alternative Premises to Company and this Contract and the obligations of the Parties hereunder will immediately terminate.

8.04 Waiver of Subrogation

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

ARTICLE 9
AIRPORT SECURITY

Company, its officers, authorized officials, Personnel, agents, subcontractors, and those under its control will comply with safety, operational, or security measures required of Company or Authority by the FAA or TSA. If Company, its officers, authorized officials, Personnel, agents, subcontractors or those under its control 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 15 days from the date of the invoice or written notice.

ARTICLE 10
RIGHT OF FLIGHT

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

ARTICLE 11
SIGNATURE OF PARTIES

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Company.

ARTICLE 12
OWNERSHIP OF DOCUMENTS

All statements, records, schedules, working papers, and memoranda made by Company or its Personnel incident to or in the course of this Contract will be and remain the property of Authority.

ARTICLE 13
DEFAULT AND TERMINATION RIGHTS

13.01 Events of Default

Company will be deemed to be in default of this Contract upon the occurrence of any of the following:

- A. The failure or omission by Company to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

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

13.02 Authority's Remedies

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

- A. Terminate Company's rights under this Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
- C. Declare this Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance 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 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, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

13.03 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 Contract. Furthermore, unless Authority elects to cancel this Contract,

Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

13.04 Company's Remedies

Upon thirty (30) days' written notice to Authority, Company may terminate this Contract and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Contract or in the payment of any rents, fees or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use the Airport for a period of longer than ninety (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 ninety (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 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 Contract, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, 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 Contract;
4. Performance, non-performance or purported performance of this Contract;
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, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members,

officers, agents, employees, and volunteers. Company's indemnity obligations shall not extend to any negligence or willful misconduct by the Authority.

- B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines, 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 Contract;
 4. Performance, non-performance or purported performance of this Contract;
 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, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. Authority, its members, officers, agents, employees, and volunteers reserve the right to select appropriate defense counsel in their sole discretion. 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 by the 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 the Authority, its members, officers, agents, 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 the Company in the performance of this Contract.

- 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 Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract 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 Contract.
- E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the 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 Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to 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 Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, 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 Article A - H or any part of this Article A - H is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 15

ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

15.01 Books and Records

Company will maintain books and records for five years after the end of the Term of this Contract. Books and records include, but are not limited to, operational records related to the business operation provided and other books, documents, papers, and records of Company directly pertinent to this Contract. Company will not destroy any books and/or records related to this Contract without the express written permission of Authority.

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

No more than once annually unless required by law, during the Term of this Contract or within three (3) years after the end of this Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Company under this Contract for the purpose of determining compliance with this Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to location of records for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Accrual of such damages will continue until specific performance is accomplished.

If, as a result of any engagement, it is determined that Company has underpaid Authority, Company will pay Authority the amount owed and Authority may assess interest of up to twelve percent (12%) on the amount from the date the amount was due.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

ARTICLE 16
INSURANCE

16.01 Insurance

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

16.02 Required Coverage – Minimum Limits

A. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the services performed pursuant to this Contract 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, Company under this Contract or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Contract. 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.

	Contract Specific
Each Occurrence	\$2,000,000
Personal and Advertising Injury Each Occurrence	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

B. Workers' Compensation and Employer's Liability Insurance

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

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

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
-----------------------------------------------------------------	-------------

D. Waiver of Subrogation

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

16.03 Conditions of Acceptance

The insurance Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

ARTICLE 17

NON-DISCRIMINATION/AFFIRMATIVE ACTION

Subject to the applicable criteria noted in the specific Contract provisions, these Contract provisions apply to all work performed on this Contract. Failure to comply with the terms of these Contract provisions may be sufficient grounds to:

- A. Withhold progress payments or final payment, or
- B. Terminate the Contract, or
- C. Seek suspension/debarment, or

D. Any other action determined to be appropriate by Authority or the FAA.

17.01 Civil Rights – General – 49 USC § 47123

A. Company agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. Duration:

1. This provision binds Company through the completion of the Contract. 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, or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:
 - a. The period during which the property is used by the 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 the Authority or any transferee retains ownership or possession of the property.

17.02 Civil Rights – Title VI Assurances

A. Compliance with Non-discrimination Requirements

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

1. Compliance with Regulations: Company (hereinafter includes subcontractors and consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Non-discrimination: Company, with regard to the work performed by it during the Contract, 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 employment practices when the Contract 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 Contract 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 instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Company's noncompliance with the Nondiscrimination provisions of this Contract, Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Company under the Contract until the Company complies; and/or
 - b. Cancelling, terminating, or suspending the Contract, in whole or in part.
6. Incorporation of Provisions: Company will include the provisions of paragraphs one through five 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 noncompliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of 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 Nondiscrimination Authorities

During the performance of this Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 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 Federal Aviation Administration’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, which ensures 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 18
AUTHORITY APPROVALS

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

ARTICLE 19
DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third-party data that Company may gain access to or be in possession of in providing the services of this Contract. Company will not attempt to access, and will not allow

its Personnel access to, Authority data or third-party data that is not required for the performance of the services of this Contract by such Personnel.

Company will adhere to and abide by the security measures and procedures established by Authority. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third-party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

ARTICLE 20 NON-DISCLOSURE

All written and oral information and materials (the Information) disclosed or provided by Authority to Company under this Contract will not be disclosed by Company, whether or not provided before or after the date of this Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its Personnel and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its Personnel and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's Personnel and/or representatives will be deemed a breach of this Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

ARTICLE 21 DISPUTE RESOLUTION

21.01 Claims and Disputes

- A. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Contract.

21.02 Resolution of Claims and Disputes

- A. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, the Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review the Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

- B. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
- C. Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE 22

WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance 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 exercise any right, power, privilege or option arising from any default nor subsequent payment of 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 thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being 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, or remedies given to Authority by this Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

ARTICLE 23

WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority and its Board members, officers, agents, or employees, for loss of anticipated profits caused by i) any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or (ii) by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 24

NON-EXCLUSIVE RIGHTS

This Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 25
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 26
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency will demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises is located, for public purposes, for a period in excess of 90 consecutive days, then this Contract will hereupon terminate, and Authority will be released and fully discharged from any and all liability hereunder, except where otherwise expressly provided in this Contract. In the event of such termination, 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 27
PROPERTY RIGHTS RESERVED

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

ARTICLE 28
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, Personnel, 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 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 TSA. If Company, its officers, Personnel, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days from the date of the invoice or written notice.

ARTICLE 29
COMPLIANCE WITH PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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 Contract.
- 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 with a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by 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 law for the duration of this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority in a format that is compatible with the information technology systems of Authority.

ARTICLE 30
NOTICES AND COMMUNICATIONS

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

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

TO COMPANY:
(MAIL DELIVERY)
T-MOBILE SOUTH LLC
12920 SE 38TH STREET
BELLEVUE, WASHINGTON 98006
ATTN: LEASE COMPLIANCE/A2G0939

OR

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

(HAND DELIVERY)
T-MOBILE SOUTH LLC
12920 SE 38TH STREET
BELLEVUE, WASHINGTON 98006
ATTN: LEASE COMPLIANCE/A2G0939

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

ARTICLE 31
SUBORDINATION OF CONTRACT

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its boards, agencies, commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be

subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 32
SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure financing. This Contract is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements made by Authority, authorizing the issuance of bonds by Authority. Conflicts between this Contract and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 33
APPLICABLE LAW AND VENUE

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

ARTICLE 34
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 therefore.

ARTICLE 35
RIGHT TO AMEND

In the event that the FAA, or its successors, requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 36
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 Contract by his or her signature

thereto.

ARTICLE 37
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 38
AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the registered mailing of such complaint and process to Company at the address set out hereinafter in this Contract and that such service will constitute valid service upon Company as of the date of mailing and Company will have 30 days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the court, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 39
INVALIDITY OF CLAUSES

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

ARTICLE 40
HEADINGS

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

ARTICLE 41
COMPLETE CONTRACT

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

ARTICLE 42
MISCELLANEOUS

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

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

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Lesley "Les" Miller, Jr., Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

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

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

T-Mobile South LLC

Signed in the Presence of:

Witness

Printed Name

Witness

Printed Name

BY: _____
Signature

Title

Printed Name

Printed Address

City/State/Zip

T-Mobile South LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,

by _____ in the capacity of _____,

(Individual's Name)

(Individual's Title)

at _____, a corporation, on its behalf _____

(Company Name)

(He is / She is)

_____ known to me and has produced _____

(Personally / Not Personally)

(Form of Identification)

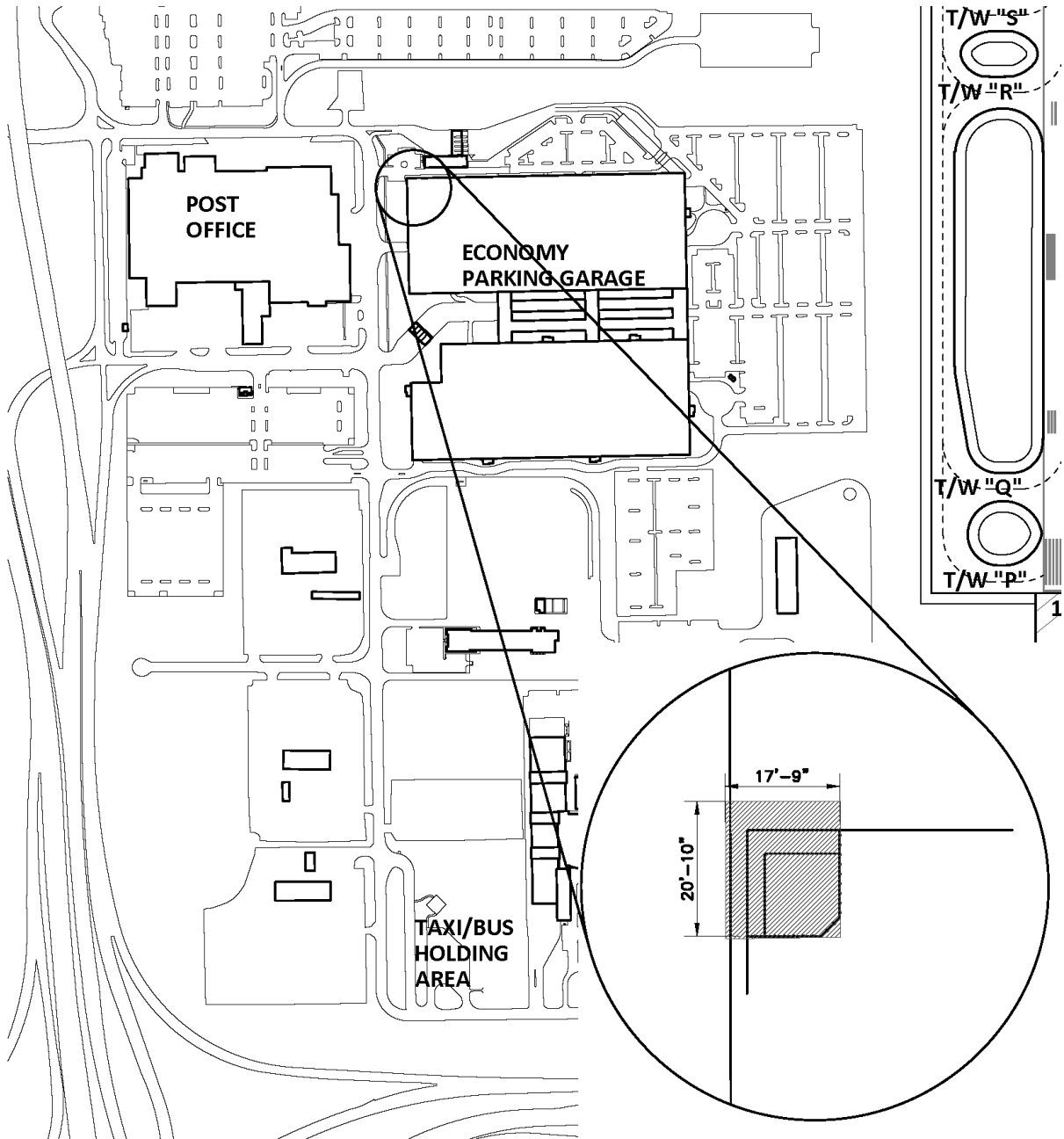
Stamp or Seal of Notary

Signature of Notary

Printed Name

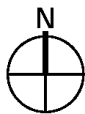
Date Notary Commission Expires (if not on stamp or seal)

Exhibit A, Premises



LEGEND

 LEASED PREMISES



**T-MOBILE CELL PHONE ANTENNA
LEVEL 6 - ECONOMY PARKING GARAGE**

Exhibit B, Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of any amount.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company: _____ FID or EIN No.: _____
Address: _____
City/State/Zip: _____

I, _____ as a representative of _____
certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE

TITLE

PRINTED NAME

DATE