



HILLSBOROUGH COUNTY
AVIATION AUTHORITY

AGREEMENT FOR
OFF-AIRPORT PARKING CONCESSION

AT
TAMPA INTERNATIONAL AIRPORT

COMPANY: GPIF A7 WESTSHORE OPERATOR, LLC

Term Date: October 1, 2024 through September 30, 2027

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**HILLSBOROUGH COUNTY AVIATION AUTHORITY
OFF-AIRPORT PARKING CONCESSION**

This Agreement for Off-Airport Parking Concession ("Agreement") is made and entered into this 1st day of August, 2024, by and between the Hillsborough County Aviation Authority, an independent special district existing under the laws of the State of Florida ("Authority"), and GPIF A7 Westshore Operator, LLC, a limited liability company organized and existing under the laws of the State of Alabama ("Company") (individually and collectively "Party" or "Parties").

WITNESSETH:

WHEREAS, Authority owns and operates Tampa International Airport 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; enter into contracts including limited and exclusive agreements; lease property; fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Airport or for the privilege of providing services to the Airport passengers; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, Authority finds the provision and regulation of ground transportation services to Airport passengers to be in the public interest and to be a part of, as well as essential to, operation of the Airport and aviation facilities owned by and under the jurisdiction of Authority; and

WHEREAS, Authority finds that businesses providing ground transportation services to Airport passengers derive a special economic benefit from Authority's ongoing Airport operation, such that it is reasonable to raise funds to support the continued and ongoing operations of Authority through fees and charges, or a combination thereof, imposed for the privilege of doing business with customers who use Airport or aviation facilities under Authority's jurisdiction; and

WHEREAS, Company operates a vehicle parking business located off-Airport; and

WHEREAS, Company has filed with Authority a completed application requesting authorization for a permit to do business at the Airport, arranging access to the Airport, and providing transportation of Airport Customers to Company's off-Airport location.

NOW, THEREFORE, for and in consideration of the use of the Airport in accordance with the Rules and Regulations, Policies, Standard Procedures and Operating Directives of Authority and terms and conditions stated herein, and in further consideration of the business benefits received by Company, and other good and valuable considerations, Authority agrees to issue a permit to Company, and Company agrees to abide by all of the following terms and conditions.

ARTICLE 1: RECITALS

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

ARTICLE 2: DEFINITIONS

Unless otherwise defined herein, all definitions set out in the Rules and Regulations and Operating Directives of the Authority will be applicable to this Agreement. For the purpose of this Agreement, the following words and terms used herein are defined as follows:

2.01 Off-Airport Parking Operator

An entity other than the Authority that is engaged in the business of operating parking facilities located off the Airport property and providing transportation to and from the Airport using the Airport's roadway system.

2.02 Airport Customer

Any person who between the time of leaving a motor vehicle with an Off-Airport Parking Operator for parking or storage, and the time of retrieving said vehicle, either: (1) departs from the Airport by aircraft; and/or (2) is transported by an Off-Airport Parking Operator to or from the Airport. For the purpose of this Agreement, all of Company's customers shall be considered Airport Customers except those customers who sign a written statement provided to Company stating that such customer (a) did not depart from the Airport; and/or (b) was not transported by Company to or from the Airport. Such statement is provided for in Exhibit C, entitled "Non-Airport Customer Affirmation Form", which is attached hereto and incorporated herein by reference.

2.03 Courtesy Vehicle

Any commercial vehicle engaged in transporting passengers between the Airport and any facility of a permit holder without any direct charge to the passengers.

2.04 Parking Ticket

The sequentially numbered ticket received by Airport Customer to track the precise length of vehicle storage.

2.05 Per-Trip Fee

The fee established by Authority Board of Directors ("Board") for each Airport Customer pick-up at the Remote Curb at Authority's Rental Car Center, as may be adjusted from time to time by Authority Board.

2.06 Rental Car Center

The facility located at the South Terminal Support Area at the Airport that houses on-Airport rental car companies.

2.07 Rental Car Center Remote Curb

The curbside at the Rental Car Center where commercial ground transportation vehicles designated by Authority pick-up and drop-off Airport Customers.

2.08 SkyCenter Remote Curb

The curbside at the SkyCenter where commercial ground transportation vehicles designated by Authority pick-up and drop-off Airport Customers.

2.09 SkyCenter

The office building, parking garage, and other facilities located in the South Terminal Support Area.

2.10 South Terminal Support Area

The area located south of the Main Terminal that serves as the gateway to the Airport and consists of the Rental Car Center, Remote Curb, Economy Parking Garage, SkyCenter, and local roadways.

2.11 Tour Voucher

The document sold by Company to a third-party travel agency or promoter for inclusion in travel promotions or packages sold or distributed to tour customers of the third-party travel agency or promoter affording the tour customer prepaid vehicle storage and/or other Company charges.

2.12 Transaction Day

The period of time up to 24 hours from the opening of the parking transaction to the closing of the parking transaction. In the event Company offers a grace period for parking exits, such grace period will be considered the same Transaction Day. If a parking exit exceeds Company's grace period, then another Transaction Day will be applicable even if the Airport Customer is charged hourly and not a full additional day.

ARTICLE 3: TERM

3.01 Effective Date

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

3.02 Term

The Term of this Agreement will commence on October 1, 2024 ("Commencement Date"), and will continue through September 30, 2027, unless terminated earlier as provided herein.

3.03 Commencement of Rents, Fees and Other Charges

The rents, fees and other charges due hereunder will commence on the Commencement Date and will continue throughout the Term of this Agreement unless this Agreement is terminated as provided in this Article.

3.04 Termination

This Agreement may be terminated by Authority, with or without cause, upon 30 calendar days written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any rents, fees, or other charges to Authority, upon 30 calendar days written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective 30 calendar days from the date of the notice or such date set forth in the notice of termination.

ARTICLE 4: USES, PRIVILEGES, AND RESTRICTIONS

4.01 Authorization

Company is authorized to do business at the Airport as an Off-Airport Parking Operator under the trade name The Westshore Grand, and to arrange for or operate Company's own Courtesy Vehicles on public roadways on Airport property by the route authorized by Authority to pick up and drop off Airport Customers, all in accordance with the Rules and Regulations and Operating Directives of Authority.

4.02 Courtesy Vehicle Use

Company agrees that it will provide pickup service only to its Airport Customers and Airport Customers of hotels directly sub-contracted with Company for Courtesy Vehicle service. Company will at all times require that its Courtesy Vehicles and drivers comply with Authority's Rules and Regulations and Operating Directives.

4.03 Courtesy Vehicle Inspection

Every Courtesy Vehicle operating under this Agreement may at any time be subject to inspection and approval by Authority as to size, engine exhaust, radio communication, passenger access, registration, the vehicle operator's driver license, license tag and Courtesy Vehicle permit, and other matters pertaining to the efficient, safe operation of the Courtesy Vehicle at the Airport.

4.04 Courtesy Vehicle Identification

Courtesy Vehicles will not be painted or display signs intended to solicit business on the Airport. Courtesy Vehicles will display the Courtesy Vehicle permit and will be identified by the name of The Westshore Grand, or the logo of The Westshore Grand, or both, and may include Company's telephone numbers, website, and address.

4.05 Disputes and Solicitation

Company will operate on the Airport in a safe and orderly fashion. Company will not allow its agents or employees to solicit business on the Airport in any way or fashion whatsoever. Company will not allow its agents or employees to engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at the Airport. Authority will have the right to resolve all such disputes or conflicts, and its determination concerning the manner in which Company will operate will be binding upon Company.

4.06 Non-Exclusive Agreement

It is understood that this Agreement, and any right or privilege granted thereby, is non-exclusive and in no way establishes or vests in Company any priority use of the Airport relative to other commercial users of the Airport, nor does it restrict Authority from assigning exclusive or priority uses of Airport to others.

4.07 Agreement Limitations

This Agreement authorizes Company to pick up and discharge its Airport Customers at the Airport and to enjoy the benefits derived from the use of the Airport in the operation of Company's off-airport parking business. Company will not operate an office or conduct any other kind of parking operations, or any other business, on the Airport without approval of the Authority.

ARTICLE 5: FEES AND PAYMENTS

5.01 Privilege Fee

During the Term of this Agreement, Company will pay to Authority a privilege fee in the amount of eight and one half percent (8.5%) of Company's Gross Receipts, as that term is defined in this Article, without offset or demand ("Privilege Fee").

5.02 Automatic Vehicle Identification System

Company acknowledges Authority uses an Automatic Vehicle Identification (AVI) System, which provides Authority the ability to charge vehicle Per-Trip Fees. Company agrees that in addition to the Privilege Fee, Company will pay to Authority the Per-Trip Fee in effect each time Company picks-up an Airport Customer(s) at the Rental Car Center Remote Curb or SkyCenter Remote Curb, without set-off or demand. Per-Trip Fees may be adjusted from time to time by Authority Board. By the tenth (10th) day of each calendar month, Authority will invoice Company its Per-Trip Fees due for the previous month. Payment of Per-Trip Fees will be due at the same time as payment of the Privilege Fee as provided for in Section 5.01 above and will be subject to late payment fees pursuant to Section 5.04 below.

5.03 Fees and Other Payments a Separate Covenant

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

5.04 Delinquent Charges or Fees

Without waiving any other right or action available to Authority in the event of default of Company's payment of charges or fees hereunder, and in the event Company is delinquent in paying to Authority any such charges or fees for a period of seven (7) calendar days after receipt of the "Monthly Gross Receipts Statement", which is attached hereto as Exhibit A and by this reference made a part hereof, Authority reserves the right to charge Company a late fee of two hundred fifty dollars (\$250) per day until such payments are received.

5.05 Place of Payments

Company will submit all fees and charges and billings required by this Agreement as designated in the Notices and Communications Article.

5.06 Definition of Gross Receipts

A. Amounts to be Included

As used herein, the term "Gross Receipts" will mean all revenues and fees received by Company from its Airport Customers transported by Courtesy Vehicle for parking or services related to parking, regardless of how (cash, credit, or barter) or by whom the payment is made, without deductions, set-offs, or exclusions of any kind. Gross Receipts also include any and all payments by Airport Customers to a third-party administrator or aggregator whether or not such fees are remitted to Company, without deductions, set-offs, or exclusions of any kind. Unless revenues

from Company's Off-Airport parking businesses are expressly and particularly excluded from Gross Receipts under this Agreement, such revenues will be included in Gross Receipts. Revenues derived from sources similar but not identical to those described herein will also be included in Gross Receipts unless expressly excluded by this Agreement. Notwithstanding the above, it is presumed that a customer utilizing a Tour Voucher is an Airport Customer transported by a Courtesy Vehicle.

Gross Receipts will also include any item or service sold, rented or provided to an Airport Customer, including but not limited to vehicle washing/detailing, oil changes, or any type of insurance now or hereafter offered to Company's Airport Customer.

B. Amounts to be Excluded and Restrictions on Exclusion

The term "Gross Receipts" will not include:

1. The amounts of any federal, state, or municipal sales taxes separately stated and collected from Airport Customers of Company, and that are payable directly to the taxing authority by Company. No exclusion will be allowed for taxes levied on Company's activities, facilities, equipment, or real or personal property, payroll taxes, income taxes, taxes on frequent flyer miles paid directly to an airline, license or tag fees, or other charges that recoup operating costs.
2. Any sums received by Company from insurance carriers for damage to automobiles parked at Company's location or to Company property, or for loss, conversion, or abandonment of such automobiles parked at Company's location.
3. Any sums received by reason of Company's disposal of capital assets or trade fixtures.
4. Per-Trip Fees.

C. Losses

It is understood and agreed that all losses or charge-backs are to be borne solely by Company, and Authority is to be paid on Gross Receipts without charge or reduction for costs of losses.

D. Presentation of Fees and Charges

Except as provided in Section 5.06(B) above, all other fees or charges collected from the Airport Customer will be considered Gross Receipts and will not be withheld from the percentage calculation. Company understands Authority does not support the practice of transferring

Company's obligation for payment of the Privilege Fee and Per-Trip Fee due herein to its Airport Customers. Except as already referenced herein, Company agrees that if such additional charges or fees are collected from the Airport Customer for the purpose of collecting the Privilege Fee and Per-Trip Fee due herein, such fees will be disclosed to the Airport Customer at the time of parking. Such additional charges or fees collected from the Airport Customer for the purpose of collecting the Privilege Fee and Per-Trip Fee must be shown separately on all customer reservation records, receipts, and documents, must be apart from other Company charges (i.e. "below the tax line") and will be no more than eight and one half percent (8.5%) of Gross Receipts (and will not be included in Gross Receipts for purposes of calculation of any such additional charges or fees). Company will neither identify, treat, or refer to such additional charges or fees as a tax or levy, nor state or imply that the Authority is requiring the pass-through or collection thereof.

5.07 Diversion of Gross Receipts

Company will not intentionally divert, through direct or indirect means, any of Company's vehicle parking or related business with Airport Customers to locations of Company or affiliates of Company without including the Gross Receipts of such transactions, as described in the definition of Gross Receipts, in Company's reported Gross Receipts. Any such intentional diversion of Gross Receipts will constitute a breach of this Agreement and Authority will have the right to immediately terminate this Agreement upon determination by Authority or its auditors that an intentional diversion exists or has occurred.

5.08 Misrepresentation

Company will not modify its accounting treatment or rename or redefine services or products that, under the terms of this Agreement, would be subject to the Privilege Fee.

5.09 Monthly Reports

Within ten (10) calendar days after the close of each calendar month during the Term of this Agreement, Company will submit to Authority, in a form as shown on attached Exhibit A or other such Company form with detail satisfactory to Authority, a statement of its Gross Receipts that shows the following:

- A. Detailed Gross Receipts for the prior calendar month;
- B. Separate identification of any exclusions from Gross Receipts as provided herein to calculate Gross Receipts upon which the Privilege Fee payments to Authority are computed;

C. Lists the number of parked vehicle transactions for the period, the number of transaction days being reported on in the current reporting period, the number of occupied spaces, and average price occurring during the calendar month; and

D. Is signed and certified by an authorized official of Company.

At the Authority's discretion, Exhibit A may be required in electronic format or utilizing a portal system. In addition, each month Company will provide Authority with an electronic file that details monthly sales information by parking ticket number, in a form as shown on Exhibit B, "Monthly Detail Sales Information", attached hereto and by this reference made a part hereof. The monthly sales detail shown in Exhibit B must agree with the total amounts reported in Exhibit A. Exhibit C must also be provided in electronic format for each non-Airport related transaction for the period with an accounting of any transactions being excluded as non-Airport related.

The Parties recognize that Authority will incur additional administrative costs if Company is late in providing all of the monthly information in the monthly statements and electronic file required by this Article, and the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Company will pay Authority, in addition to all other financial requirements of this Agreement, fifty dollars (\$50) per report for each calendar day Company is late in submitting all of the monthly information in the formats required by this Article. Said charge will continue until specific performance is accomplished and will not be offset against any other amount due Authority as detailed in this Agreement.

ARTICLE 6: ACCOUNTING, RECORDS AND AUDIT

6.01 Books and Records

The acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Company will maintain, during the Term of this Agreement, all books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles, and for such period of time thereafter as provided herein, unless otherwise approved by Authority. Company will maintain records and internal controls pertaining to each Off-Airport Parking transaction written at the Tampa Off-Airport location for three (3) years after expiration or termination of the Agreement. The Off-Airport Parking transaction will be identified to indicate the Tampa Off-Airport location is the originating location. All Off-Airport Parking transaction forms used by Company in its Tampa Off-Airport operation will be sequentially numbered, in a numbering series exclusively for its Tampa Off-Airport location. All gaps in numerical sequence must be documented. Any voided tickets must be retained. Accounting

records of Company will be stored sequentially, or in such other manner as approved by Authority, to provide reasonable and expeditious access for audit purposes hereunder.

Accounting for Tour Vouchers must specifically detail charges related to a reduced parking and related sales tax for the period of the tour from other services or additional days parked.

6.02 Audit

Within ninety (90) calendar days after the end of each fiscal year ending September 30, Company will provide, at its sole cost and expense, an annual certified statement or an annual audit report of monthly Gross Receipts, as defined herein. The first such annual certified statement or annual audit report will cover the period of the Commencement Date through the following September 30th. If this initial period is less than ninety (90) calendar days, no annual certified statement or annual audit report will be required for the initial period. Each subsequent annual certified statement or annual audit report will cover the successive twelve (12) month period. The last such annual certified statement or annual audit report will include the last day of operations. The annual certified statement may be prepared by the chief financial officer of the Company when payments to the Authority are less than thirty thousand dollars (\$30,000) annually. The annual audit report will be prepared by an independent certified public accountant acceptable to Authority, when payments to the Authority are more than thirty thousand dollars (\$30,000) annually. A one hundred dollar (\$100) per calendar day penalty may be assessed by Authority for every day the annual certified statement or annual audit report is late.

There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported receipts. The engagement will include a schedule of Gross Receipts, Privilege Fees, and Per-Trip Fees for each month of Company's operations under this Agreement, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The engagement will be conducted in accordance with Generally Accepted Auditing Standards. In addition, the engagement will also comprehend compliance procedures to determine whether accounting records are being maintained in accordance with this Article. The auditor will report such procedures and findings in a separate letter to Authority. Any change in scope from that described above will be included in the audit report. Any additional fees are due with the audit report. If the fees were overstated and the Authority issues a credit invoice, such credit invoice must be taken against the next invoice billed.

Delivery of an audit report finding containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, or as same may from

time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Agreement.

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

Notwithstanding Company's audit requirement hereunder, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements of all or selected operations and examine all such books of accounts and records at any time during normal business hours, including all Federal and State tax returns relating to Company's operations hereunder and including franchisee/licensee records and audits of all business transactions and records of sale at any business locations of Company within three (3) miles of the Airport boundary. There may be no limitation in the scope of the engagement that would hinder the Auditors in testing the accuracy and completeness of the reported revenue and in testing compliance with the terms of this Agreement.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Agreement, as well as records of parent, affiliate, and subsidiary companies. If Company utilizes a computerized accounting system, Auditors will be allowed to download information from the system for the purpose of verifying Gross Receipts. Company agrees that records and instruments will be available to Auditors for at least three years after the termination of this Agreement. If the books of accounts and records are kept at locations other than the Airport, Company will arrange for said books of accounts and records to be brought to a location convenient to Auditors, or will provide books of accounts and records electronically in a computer-readable format acceptable to the Auditors at no additional cost, to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by Auditors within fourteen (14) calendar 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) calendar days of each subsequent request. The Parties recognize that Authority will incur additional costs if records requested by Auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages of one hundred dollars (\$100) for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains its rights, including but not limited to,

its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

Auditors have the right during the engagement to interview Company's employees and make photocopies and inspect any and all records upon request to support Auditor workpapers.

If, as a result of any engagement, it is determined that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and the Authority may assess interest of up to twelve percent (12%) on the amount due from the date the amount was initially due. If as a result of any engagement it is determined that Company under reported Gross Receipts by three percent or more in any one month or by one and a half percent or more for any twelve (12) month period, an under reporting fee of seven percent (7%) of the amount due to Authority may be assessed against Company and will be due from Company and Company will reimburse Authority for the entire cost of the engagement.

Approvals by the Authority's staff of any services included or not included in this Agreement do not act as a waiver or limitation of the Auditor's right to perform engagements.

Company will include a provision providing Authority the same rights to initiate and perform audits, inspections or attestation engagements at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

Company will notify the Authority no later than seven (7) calendar days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement and provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes with respect to contracts entered by Company after the Effective Date of this Agreement and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 7: DEFAULT AND TERMINATION RIGHTS

7.01 Events of Default

The following events will be deemed events of default (each an "Event 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. Being in arrears in the payment of the whole or any part of the fees and charges agreed upon hereunder for a period of ten (10) calendar days after notice of such default to Company.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the failure to perform any of the provisions of this Agreement or any other agreement between the Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) calendar days of receipt by Company of Authority's written notice to cease said business or acts.
- D. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- E. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- F. 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 protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- G. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

7.02 Authority Remedies

In the event of any of the foregoing Events of Default enumerated in this Article, and following ten (10) calendar days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise the following options or remedies, the exercise 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 applicable laws, Company will remain liable for all payments 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 the Agreement 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 the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus 4 percent (FRBNY prime +4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law; or

C. Declare this Agreement 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 Agreement, 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 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. 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 Agreement 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 Agreement or provided by law. No act or thing done by Authority or Authority agents or employees during the Term of this Agreement will be deemed an acceptance of the surrender of this Agreement, and no acceptance of surrender will be valid unless in writing.

7.03 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 cancel 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 or until Agreement is cancelled by Company.

7.04 Habitual Default

Notwithstanding the foregoing, in the event that the Company has defaulted three (3) times within one (1) Agreement year in the performance of or breached any of the terms, covenants and conditions required of this Agreement, as determined solely by the Authority, and regardless of whether the Company has cured each individual condition of breach or default, the Company may be determined by the Authority to be a "habitual violator." At the time that such determination is made, the Authority will issue to the Company a written notice advising of such determination and citing the circumstances therefore. Such notice will also advise Company that there will be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken together with all previous breaches and defaults, will be considered cumulative and collectively will constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Authority may terminate this Agreement upon the giving of written notice of termination to the Company, such termination to be effective upon delivery of the notice to the Company.

7.05 Company's Remedies

Upon thirty (30) calendar 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 fees 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 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.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Agreement, such termination shall automatically be deemed a termination for convenience.

ARTICLE 8: 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 members, officers, agents, 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 reasonable attorney's fees and court costs) caused in whole or in part by Company's:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any applicable 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

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

- B. In addition to the duty to indemnify and hold harmless, 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 liens, expenses, losses, costs, fines, reasonable attorney's fees, or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from Company's:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement;

4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any applicable 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

whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers, or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company. 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 will indemnify and hold harmless Authority and its members, officers, agents, employees, and volunteers from and from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company in the performance of this Agreement.
- D. 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 Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. 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.

- E. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. §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 the 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.
- 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 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 applicable laws.
- 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 Sections A-H or any part of Sections A-H are deemed to conflict in any way with any applicable laws, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 9: 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, and employees are included as additional insureds.

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. 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 this Agreement, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

E. Conditions of Acceptance

The insurance maintained by the 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 is posted on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

ARTICLE 10: SECURITY FOR PAYMENT

- A. Company will provide Authority, on or before the Commencement Date of this Agreement, with an acceptable bond or irrevocable letter of credit acceptable to Authority in an amount equal to the estimate of three (3) months' fees and charges payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all fees and charges due hereunder, or five thousand dollars (\$5,000), whichever is greater ("Security Deposit"). Such Security Deposit 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 Security Deposit is for a period less than the full period required hereunder or if such Security Deposit is canceled, Company will provide a renewal or replacement Security Deposit for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Any such bond that is used as Security Deposit herein shall require notice by surety to Authority at least sixty (60) days prior to any cancellation thereof.
- B. In the event Authority is required to draw down or collect against Company's Security Deposit for any reason, Company will, within ten (10) business days after such draw down or collection, take such action as necessary to replenish the existing Security Deposit to an amount equal to three (3) months' fees and charges payable or provide additional or supplemental Security Deposit from another source so that the aggregate of all Security Deposits is equal to three (3) months' 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 an Event of 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 ninety (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 Security Deposit within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Security Deposit in effect until the expiration of a period of eighteen (18) consecutive months during which Company commits no additional act or omission that would constitute an Event of Default under this Agreement or the termination of bankruptcy proceedings, whichever is later.

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

- E. Subject to the provisions of this Article, the Security Deposit will be returned to Company within ninety (90) days following the expiration of the Term of this Agreement, subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein.

ARTICLE 11: COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND 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, as amended, as well as all 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 Federal Government, including but not limited to, Federal Aviation Administration (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 fifteen (15) calendar days of written notice.

ARTICLE 12: 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 concessionaire, lessee, or other tenants on other parts of the Airport.

ARTICLE 13: 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 and its subcontractors and without interference or hindrance from Company and its subcontractors.

ARTICLE 14: 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 15: NON-DISCRIMINATION

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

15.01 Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

15.02 Civil Rights. Company, with regard to the work performed by it under 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 employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for

itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. 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);
- B. 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);
- C. 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);
- D. 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;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. 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);
- G. 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);
- H. 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;
- I. 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);

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which 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;
 - K. 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
 - L. 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).
- 15.03 In all solicitations either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color or national origin.
- 15.04 Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must 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 Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this 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.
- 15.05 In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 15.06 Company will include the provisions of Paragraphs 15.01 through 15.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such 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, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

15.07 Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 16: ASSIGNMENT AND SUBCONTRACTING / SUBLEASING

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority, which consent will be provided in the sole discretion of Authority. Any purported assignment, license, subcontract, or sublease of this Agreement without the prior written consent of Authority shall be void *ab initio* and of no effect. If assignment sublease, subcontract, or license is approved, Company will be solely responsible for ensuring that its assignee, sublessee, subcontractor, or licensee perform pursuant to and in compliance with the terms of this Agreement.

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

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

ARTICLE 17: CORPORATE 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 the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature below.

ARTICLE 18: WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, 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 19: 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 the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 20: COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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 in 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 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 laws for the duration of this Agreement Term and following completion of this Agreement.

- D. Upon completion of this Agreement, 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, upon request from Authority custodian of records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 21: 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 performing under this Agreement. 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 this Agreement by such personnel.

Company and its employees, vendors, subcontractors, and subconsultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. 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 22: 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 the State of Florida, 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 Agreement, 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 the State of Florida, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Agreement or in the event of a foreign address delivery by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond

thereto. It is further expressly understood that Company hereby agrees to the process so served and submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida.

ARTICLE 23: INVALIDITY OF CLAUSES

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

ARTICLE 24: 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 (3) calendar days after depositing such notice or communication in a postal receptacle, or one (1) calendar 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

OR

(HAND DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
5411 SkyCenter Drive
Suite 500
Tampa, Florida 33607
Attn: Chief Executive Officer

**TO COMPANY:
(MAIL DELIVERY)**

GPIF A7 Westshore Operator, LLC
D/B/A The Westshore Grand
Attn: Director of Finance
4860 Kennedy Boulevard
Tampa, FL 33609

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 encouraged.

ARTICLE 25: 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 26: 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 27: MISCELLANEOUS

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

ARTICLE 28: 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 Authority Chief Executive Officer or designee is hereby empowered to act on behalf of Authority.

ARTICLE 29: CONTRACT MADE IN FLORIDA

This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Agreement are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both Parties.

ARTICLE 30: SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement 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 Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

ARTICLE 31: SUBORDINATION TO TRUST AGREEMENT

- A. 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 to the terms, covenants, and conditions of the Trust Agreements or other financing documents made by Authority authorizing the issuance of bonds, subordinated indebtedness or other indebtedness made by Authority authorizing the issuance of bonds, subordinated indebtedness or other indebtedness by Authority. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

- B. The Authority shall notify Company in advance of any proposed amendments or supplements to the Trust Agreements and other financing documents that would alter the terms and provisions of this Agreement.

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

ARTICLE 32: SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Agreement which are severable shall be unaffected.

ARTICLE 33: RIGHT TO AMEND

In the event that the United States Government including, but not limited to, the FAA and TSA, or their successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes to this Agreement 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 Agreement 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 34: ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT

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 and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities.

ARTICLE 35: TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 36: 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.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 1st day of August, 2024

**HILLSBOROUGH COUNTY
AVIATION AUTHORITY**

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl, III, Chairman

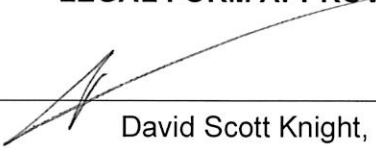
Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

WITNESS:

Signature

Printed Name

LEGAL FORM APPROVED:
BY: _____

David Scott Knight,
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, of this ___ day of _____, 2024 by Arthur F. Diehl, III, as Chairman for the Board of Directors and, Jane Castor, as Secretary for the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida.

Stamp or Seal of Notary

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned
Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced

GPIF A7 WESTSHORE OPERATOR, LLC

Signed in the Presence of:

Clarissa Yost

Witness

CLARISSA YOST

Printed Name

[Signature]

Witness

Jose L. Flores

Printed Name

BY:

[Signature]

Signature

DIRECTOR OF FINANCE

Title

MANUEL DEL ROSARIO

Printed Name

6006 N FLORIDA AVE # 1301

Printed Address

TAMPA FL 33604

City/State/Zip

GPIF A7 WESTSHORE OPERATOR, LLC

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of July, 2024, by

MANUEL DEL ROSARIO as DIRECTOR OF FINANCE,

(Individual's Name)

(Individual's Title)

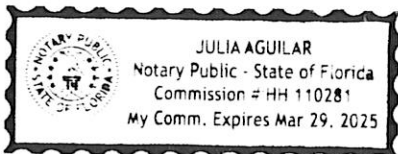
for GPIF A7 WESTSHORE OPERATOR, LLC

(Company Name)

Stamp or Seal of Notary

[Signature]

Signature of Notary Public – State of Florida



Print, Type, or Stamp Commissioned Name of Notary Public

FL DL

Personally Known OR Produced Identification

Type of Identification Produced

Company Name: _____

EXHIBIT A: MONTHLY GROSS RECEIPTS STATEMENT (PAGE 1 OF 2)

Company:
 Month:
 Year:

Gross Receipts Per Article 5.06	
Gross Parking Revenue	
Services	
Sales Tax	
Other Revenue	
Total Gross Receipts	
Exclusions Per Article 5.06	
Non-Airport Customer Gross Receipts	
Federal, state, or municipal sales taxes or fees	
Insurance Payments	
Capital Asset Disposal	
Total Exclusions	
Net Receipts	
Privilege Fee	8.5%
Total Due	
Number of Parked Vehicle Transactions	
Number of Transaction Days	
Average Price	

DUE BY THE 10TH DAY OF THE MONTH FOLLOWING THE REPORT MONTH

I hereby certify that the above amounts are true, correct, and completely in accord with the definition of Gross Receipts, to the best of my knowledge, and that I am a responsible account officer.

 Signature

 Date

EXHIBIT A: MONTHLY GROSS RECEIPTS STATEMENT (PAGE 2 OF 2)

Day of Month	Number of Occupied Spaces	Number of Transactions	Revenue
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

EXHIBIT B: MONTHLY DETAIL SALES INFORMATION

XXXXXXXXXXXXXXXXX PARKING OPERATOR

SALES FOR TAMPA INTERNATIONAL AIRPORT - MONTH 201X

TICKET NUMBER																				
DATE IN																				
DATE OUT																				
PARKING CHARGE																				
SERVICES																				
MISC & OTHER REVENUE																				
FL SALES TAX																				
AIRPORT FEE																				
ADJUSTMENTS																				
TOTAL GROSS RECEIPTS																				
CASH, CREDIT CARD, ADVANCE RESERVATION																				
AMOUNT OF VOUCHER PAYMENT																				
COMPANY - TOUR VOUCHER																				
NO. OF RENTAL TRANSACTION DAYS																				

EXHIBIT C: NON-AIRPORT CUSTOMER AFFIRMATION FORM

I hereby certify that I did not use Tampa International Airport nor a Courtesy Vehicle during the time
Period my vehicle was parked at _____ facility.

Signature: _____

Printed Name: _____

Date: _____

E-mail: _____

Phone Number: _____