

PURCHASE ORDER TERMS AND CONDITIONS

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PURCHASE ORDER TERMS AND CONDITIONS

These general conditions shall apply at all times to this Purchase Order, unless otherwise agreed to in writing by the Hillsborough County Aviation Authority ("Authority").

The Bidder, Contractor, Supplier or Vendor ("Supplier") agrees as set forth below:

A. Indemnification and Hold Harmless

To the maximum extent permitted by Florida law, in addition to the Supplier's obligation to provide pay for and maintain insurance as set forth elsewhere in this Purchase Order, the Supplier will indemnify and hold harmless the 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 attorney's fees and dispute resolution 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 Purchase Order;
4. performance, non-performance, or purported performance of this Purchase Order;
5. violation of any law, regulation, rule, order, decree, Federal directive, or Federal circular;
6. infringement of any patent, copyright, trademark, trade dress, or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, stormwater, air, or the environment by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by the Supplier or the Supplier's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Supplier, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages are 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, or volunteers.

In addition to the duty to indemnify and hold harmless, the Supplier will have the separate and independent duty to defend the 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, 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 Purchase Order;
4. performance, non-performance, or purported performance of this Purchase Order;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, or Federal circular;
6. infringement of any patent, copyright, trademark, trade dress, or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, stormwater, air, or the environment by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Supplier or the Supplier's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Supplier regardless of whether it is caused in part by the Authority, its members, officers, agents, employees, or volunteers.

This duty to defend exists immediately upon presentation of written notice of a suit, claim, or action of any nature to the Supplier by a party entitled to a defense hereunder. This duty to defend 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.

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 the Supplier agrees to the following: To the maximum extent permitted by Florida law, Supplier 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 the Supplier and persons employed or utilized by the Supplier in the performance of this Purchase Order.

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, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Purchase Order, (ii) coverage amount of Commercial General Liability Insurance required under this Purchase Order, 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 Purchase Order.

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 Supplier 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 Supplier and persons employed or utilized by the Supplier in the performance of this Purchase Order. This indemnification in this paragraph shall survive the termination of this Purchase Order. 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.

Supplier's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Purchase Order until it is determined by a final judgment that any suit, claim or other action against the Authority, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.

Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

The 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 the Supplier of any of its obligations under this Article.

If this Article or any part of this Article 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.

B. Warranty of Goods and Services

1. Goods

The Supplier warrants that the goods, services, materials, machinery, equipment, and apparatus (hereinafter collectively "Goods") furnished under this Purchase Order will be merchantable, new, and of recent manufacture unless otherwise specified and that all Goods will be good quality, free from faults and defects and in conformance with this Purchase Order. Goods not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Authority, the Supplier shall furnish satisfactory evidence as to the kind and quality of Goods. The Supplier warrants it will correct any defective Goods or Goods found not to be in compliance with the requirements of this Purchase Order, or applicable laws, building codes, rules, or regulations, for one year from the Delivery Date. All defective Goods or Goods found not to comply with the requirements of this Purchase Order, or applicable laws, building codes, rules, or regulations, appearing within this one-year period will be promptly corrected by the Supplier at the Supplier's own cost, without reimbursement from Purchaser. Any Goods corrected during this one-year period will be warranted for one year from the date of accepted correction. With respect to any portion of Goods provided after the Delivery Date, the one-year correction period shall be extended by the period of time between the Delivery Date and the actual delivery. This warranty provided will be in addition to and not in limitation of any other warranty required by this Purchase Order or otherwise prescribed by law. The warranties set out herein are not in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. If the Supplier's correction or removal of defective Goods is found not to comply with the requirements of this Purchase Order and causes damage to or destroys other property, the Supplier shall be responsible for the cost of correcting the destroyed or damaged property. Nothing contained in this Article shall be construed to establish a period of limitations with respect to other obligations the Supplier has under this Purchase Order. Establishment of the one-year period for correction of Goods as described in this Article relates only to the specific obligation of the Supplier to correct the Goods, and has no relationship to the time within which the obligation to comply with this Purchase Order may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Supplier's liability with respect to the Supplier's obligations other than to

specifically correct the Goods. Supplier's obligation to provide the Goods in accordance with this Purchase Order shall be absolute. No action by the Authority will constitute an acceptance of Goods that are not in accordance with this Purchase Order or release the Supplier's obligation to supply the Goods in accordance with this Purchase Order unless specifically approved in writing by the Authority Vice President of Procurement.

2. Services

Supplier warrants that the services performed under this Purchase Order will be in accordance with the highest applicable professional or industry standards, first quality workmanship, and on time as specified in the project schedule.

C. Material Safety Data Sheet

Supplier will supply a Safety Data Sheet (SDS) with each initial delivery of any materials defined by the State of Florida or the Federal Government as being toxic or harmful.

D. General Civil Rights Provisions

The Supplier agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Supplier and subcontractors from the bid solicitation period through the completion of this Purchase Order. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

E. Compliance with Non-Discrimination Requirements

During the performance of this Purchase Order, the Supplier, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations. The Supplier will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Purchase Order.

2. Nondiscrimination. The Supplier, with regard to the work performed by it under this Purchase Order, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Purchase Order covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Supplier 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 the Supplier of the Supplier's obligations under this Purchase Order and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

4. Information and Reports. The Supplier will provide all information and reports required by the Acts, the Regulations, and 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 the Authority or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Supplier is in the exclusive possession of another who fails or refuses to furnish this information, the Supplier 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 the Supplier's non-compliance with the non-discrimination provisions of this Purchase Order, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding payments to the Supplier under this Purchase Order until the Supplier complies, and/or cancellation, termination or suspension of this Purchase Order, in whole or in part.

6. Incorporation of Provisions. The Supplier will include the provisions of Section 2, Services, Paragraph E, Compliance with Non-Discrimination Requirements, Items 1 through 6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, Regulations, and directives issued pursuant thereto. The Supplier will take such action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that if the Supplier becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Supplier may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Supplier may request the United States to enter into litigation to protect the interests of the United States.

During the performance of this Purchase Order, the Supplier, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination 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, and 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 nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 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, the Supplier must take reasonable steps to ensure that LEP persons have meaningful access to the Supplier’s programs (70 Fed. Reg. at 74087 to 74100); and
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits the Supplier from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

The Supplier assures that, in the performance of its obligations under this Purchase Order, 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 the Supplier, 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. The Supplier, if required by such requirements, will provide assurances to the Authority that the Supplier will undertake an affirmative action program and will require the same of its subconsultants.

F. Woman and Minority-Owned Business Enterprise (W/MBE)

1. Authority Policy

It is the policy of the Authority that woman and minority-owned business enterprises as defined herein will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Authority. Business concerns certified as a Woman or Minority Owned Business Enterprise with Hillsborough County, City of Tampa, or State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FLUCP) (collectively, W/MBEs or W/MBE firms) will be eligible to participate on Authority funded contracts as a W/MBE. In advancing this opportunity for W/MBEs, neither the Authority nor those companies doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract. Under its W/MBE Policy and Program, the Authority will recognize and encourage W/MBEs to participate as prime contractors or as subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts. The Authority is committed to the participation of W/MBEs in non-concession, non-federally funded contracting

opportunities in accordance with Authority W/MBE Policy and Program. Supplier will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform under this Purchase Order.

2. Non-Discrimination

a. Supplier and any subcontractor of Supplier will not discriminate on the basis of race, color, national origin, or sex in the performance of this Purchase Order. Supplier will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Purchase Order. Failure by Supplier to carry out these requirements is a material breach of this Purchase Order, which may result in the termination of this Purchase Order or such other remedy as the Authority deems appropriate.

b. Supplier agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, subcontract, purchase, or lease agreement.

c. Supplier agrees to include the statements in paragraphs (a) and (b) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

3. W/MBE Participation

a. W/MBE Goal: No specific goal for W/MBE participation has been established for this Purchase Order; however, the Supplier agrees to make a good faith effort, in accordance with Authority W/MBE Policy and Program, throughout the Term of this Purchase Order, to contract with W/MBE firms certified as a Woman-owned or Minority-Owned Business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Purchase Order.

b. W/MBE Termination and Substitution: Supplier is prohibited from terminating or altering or changing the scope of work of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during the Term of this Purchase Order will be a material violation of this Purchase Order and will invoke the sanctions for non-compliance specified in this Purchase Order and the W/MBE Policy and Program.

c. Monitoring: Authority will monitor the ongoing good faith efforts of the Supplier in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Supplier and the W/MBE participant, and other records pertaining to W/MBE participation, which Supplier will maintain for a minimum of three years following the end of this Purchase Order. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension, or material amendment of this Purchase Order to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Purchase Order, Authority reserves the right to review and approve all subleases or subcontracts utilized by the Supplier for the achievement of these goals.

d. Prompt Payment: Supplier agrees to pay each subcontractor under this Purchase Order for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Supplier receives from Authority. Supplier agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

G. Compliance

1. Supplier shall be subject to and in compliance with all Rules and Regulations, Policies, Standard Procedures and Operating Directives of the Authority.

2. Supplier shall have in its possession all applicable permits or licenses that may be required by federal, state, or local law to furnish goods, materials, machinery, apparatus, or services required under the scope of this Purchase Order.

3. Supplier shall be subject to and in compliance with all federal, state, or local laws in the performance of this Purchase Order.

H. Insurance

To the extent insurance requirements are not otherwise specified in or attached to this Purchase Order or in any other contract applicable to Supplier, Supplier represents that as of the date of this Purchase Order, Supplier maintains, at a minimum, the following insurance coverages:

1. Commercial General Liability in an amount not less than \$1,000,000 per occurrence/\$1,000,000 aggregate. Hillsborough County Aviation Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees shall be included as Additional Insureds. 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.

2. Worker's Compensation insurance as required by law and Employer's Liability in the amount of \$1,000,000 Each Accident/\$1,000,000 Disease – Policy Limit/\$1,000,000 Disease – Each Employee.

3. If the Supplier will use or provide for the use of motor vehicles in the performance of services or delivery of products under this Purchase Order on Airport property, the Supplier will also maintain Automobile Liability insurance for all vehicles used in the performance of services or delivery of products on Airport property under this Purchase Order in the amount of \$1,000,000 per occurrence. Coverage will be provided for all owned, hired, and non-owned vehicles on a form no more restrictive than ISO Form CA 00 01.

Upon request of the Authority, Supplier shall provide proof of such insurance coverages, in a manner and with insurance satisfactory to the Authority.

Upon advance notice to Supplier, Authority reserves the right to:

1. Increase the amounts of the minimum required insurance limits.
2. Require additional types of insurance coverage not described above.
3. Add more detail to describe the scope of coverage in the required types of insurance.

The insurance requirements set forth in this Purchase Order are not intended and shall not be construed to limit Supplier's liability under this Purchase Order in any manner. In addition, the insurance requirements set forth in this Purchase Order are not intended to modify, limit or reduce any other remedy described in this Purchase Order, including but not limited to, the right of indemnification.

Any insurance provided in accordance with this Purchase Order shall be primary and non-contributory.

The insurance maintained by Supplier 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 the Authority website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Supplier Resources & Training > Insurance for Suppliers.

I. Accounting Records and Audit Requirements

1. Books and Records

In connection with payments to Supplier under this Purchase Order, it is agreed Supplier will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Supplier will maintain such books and records for five years after the end of the Term of this Purchase Order. Records include, but are not limited to, books, documents, papers, invoices, work plans, and work orders related to this Purchase Order. Supplier will not destroy any records related to this Purchase Order prior to the required retention period without the express written permission of the Authority.

2. Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Purchase Order or within three years after the end of this Purchase Order, 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 over Supplier's records for the purpose of determining payment eligibility under this Purchase Order or over selected operations performed by Supplier under this Purchase Order for the purpose of determining compliance with this Purchase Order. Free and unrestricted access will be granted to all of the Supplier's records directly pertinent to this Purchase Order or any work order, as well as records of parent, affiliate, and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Purchase Order or any work order. If the records are kept at locations other than Tampa International Airport, Supplier will arrange for said records to be brought to a location convenient to Auditors or will provide 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. Supplier shall allow Auditors to photocopy any records the Auditors determine to be necessary to conduct and support the engagement. Supplier shall not charge Authority for reasonable use of Supplier's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format.

Supplier 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 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 are difficult to determine with certainty. Consequently, the parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100) for each item in a records request, per calendar day, for each time Supplier is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Authority retains all of its other rights and remedies, 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 the Supplier's failure to comply.

Auditors have the right during the engagement to interview the Supplier's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support Auditor workpapers. If as a result of any engagement it is determined that Supplier has overcharged Authority, Supplier will repay Authority for such overcharge and the Authority may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

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

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

Supplier agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Supplier will include a provision providing Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Purchase Order.

J. Modifications to Purchase Order

The content and conditions of this Purchase Order may not be modified by any verbal understanding. Any changes must be in writing and approved by the Authority Vice President of Procurement or designee.

K. Invoices

All invoices, packing lists and packages must bear the Purchase Order number as printed on the face of this Purchase Order. All invoices must have a unique invoice number, date, pricing by line item, and unit price that are consistent with this Purchase Order. Unit prices shall not exceed past four decimal places.

Improper invoices will be returned to the Supplier.

L. Termination

The Authority will have the right to terminate this Purchase Order immediately and without notice for failure to perform and may terminate without cause at any time upon 30 days written notice to the Supplier. The Authority will compensate the Supplier for any goods received and accepted by the Authority and any services approved and performed prior to the date of termination. The Authority does not guarantee work or any amount of work to the Supplier during the Term of this Purchase Order.

M. Applicable Law and Venue

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

Supplier hereby waives any claim against Authority, and its officers, Board members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Purchase Order or any part hereof, or by any judgment or award in any suit or proceeding declaring this Purchase Order null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

N. Breach of Purchase Order

Failure by the Supplier to carry out the requirements listed herein is a material breach of this Purchase Order, which may result in the termination of this Purchase Order or such other remedy as the Authority deems appropriate.

O. Dispute Resolution

1. Dispute Resolution

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 Purchase Order, payment of money, extension of time, or other relief

with respect to the terms of this Purchase Order. The term claim also includes other matters in question between Authority and Supplier arising out of or relating to this Purchase Order. The responsibility to substantiate claims will rest with the party making the claim.

b. If for any reason Supplier deems that additional cost or time is due to Supplier for work not clearly provided for in this Purchase Order, or previously authorized changes in the work, Supplier will notify Authority in writing of its intention to claim such additional cost or time. Supplier will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

c. Written notice of intention to claim must be made within ten (10) days after the claimant first recognizes the condition giving rise to the claim or before the work begins on which Supplier bases the claim, whichever is earlier.

d. When the work on which the claim for additional cost or time is based has been completed, Supplier will, within ten (10) days, submit Supplier's written claim to Authority. Such claim by Supplier, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.

e. Pending final resolution of a claim, unless otherwise agreed in writing, Supplier will proceed diligently with the performance of this Purchase Order and maintain effective progress to complete the work within the time(s) set forth in this Purchase Order.

f. The making of final payment for this Purchase Order may constitute a waiver of all claims by Authority except those arising from:

- (1) Claims, security interests, or encumbrances arising out of this Purchase Order and unsettled;
- (2) Failure of the work to comply with the requirements of this Purchase Order;
- (3) Terms of special warranties required by this Purchase Order;
- (4) Latent defects.

2. Resolution of Claims and Disputes

a. Authority will review claims and may (1) request additional information from Supplier which will be immediately provided to Authority, or (2) render a decision on all or part of the claim. Authority will notify the Supplier in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of the required additional information.

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

P. Conflict of Interest

Prior to doing business with the Authority and throughout the Term of this Purchase Order, the Supplier shall notify the Authority if any Supplier corporate officer or member is related to an Authority employee or member of the Authority Board of Directors.

Q. Security Badging

Any employee of the Supplier, or any employee of its subcontractors or agents, that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Purchase Order will be badged with an Airport identification badge (Badge) provided by the Authority ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's badge application will be rejected. The costs of the CHRC and the annual STA will be paid by the Supplier. These costs are subject to change without notice, and the Supplier will be responsible for paying any increase in the costs. All badged employees of the Supplier and its contractors or agents will comply with Authority regulations regarding the use and display of Badges.

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

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

R. Acceptance of Terms and Conditions

Acceptance by the Supplier of this Purchase Order includes acceptance of all items, conditions, prices, delivery instructions, and specifications as shown on the Purchase Order, or attached to the Purchase Order, or referenced in any solicitation document, government contract pricing document, or other procurement documents, which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this Purchase Order and any referenced solicitation document, government contract pricing document, or other procurement documents, the solicitation document, government contract pricing document, or other procurement documents shall govern.

S. Subordination to Grant Assurances

This Purchase Order shall be subordinate to the provisions of any existing or future agreements between the owner/operator of the Airport and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Airport of Federal funds for the development of the Airport ("Grant Assurances"). In the event that this Purchase Order, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, Authority has the right to amend, alter or otherwise modify the terms of this Purchase Order in order to resolve such conflict or violation.

T. Non-Exclusivity of Purchase Order

The Supplier understands and agrees that any resulting contractual relationship is non-exclusive and the Authority reserves the right to contract with more than one Supplier or seek similar or identical services elsewhere if deemed in the best interest of the Authority.

U. Compliance with Public Records Law

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721,

ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.

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

1. Keep and maintain public records required by Authority in order to perform the services contemplated by this Purchase Order.
2. 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.
3. 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 Purchase Order Term and following completion of this Purchase Order.
4. Upon completion of this Purchase Order, keep and maintain public records required by Authority to perform the services. Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority. The Supplier specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request.

V. Public Entity Crimes

Supplier is required to immediately notify Authority if Supplier is currently on or at any time during the Term of this Purchase Order is placed on the Florida Department of Management Services, Convicted Vendor List, the Federal Convicted Vendor List, or the Florida Department of Transportation Contractor Suspension List. A person or affiliate who has been placed on a convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

W. Payment Method

1. Supplier will receive electronic payments via ACH – Standard, ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on the Authority website at www.TampaAirport.com > Business & Community > Business Opportunities > Supplier Resources > Supplier Resources & Training > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Supplier may change its selected electronic payment method during the Term of this Purchase Order in coordination with Accounts Payable. Authority reserves the right to utilize an alternative method of payment such as Purchasing Card, with prior approval from Supplier, regardless of Supplier's originally selected payment method.

2. In accordance with Florida Statute Section 501.0117, suppliers that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

NOTE: The following section applies to Capital Purchase Orders only. Refer to the "Notes" section of the Purchase Order:

E-Verify Requirement

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), and Fla. Stat. Section 448.095, all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with FDOT funding contain this assurance applicable to vendors and contractors as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Supplier will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-Verify requirements set out above.

End of Document

Fox Branch Mitigation Holdings, LLC
WETLAND MITIGATION CREDIT PURCHASE AND SALE AGREEMENT

This Wetland Mitigation Credit Purchase and Sale Agreement (“Agreement”) is made and entered into this 5th day of December, 2024, by and between Fox Branch Mitigation Holdings, LLC, a New Hampshire Limited Liability Company having an address of 23 South Main Street, Suite 3A, Hanover, NH 03755 (“Seller”), and the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, having an address of P.O. Box 22287, Tampa FL 33622 (“Buyer”).

RECITALS

WHEREAS, Seller has obtained authorization to establish, construct, and operate the Fox Branch Mitigation Bank (“Mitigation Bank”) located in Hillsborough County, Florida; and

WHEREAS, the Mitigation Bank has generated mitigation credits (“State Credits”) as determined by the Uniform Mitigation Assessment Method (“UMAM”) pursuant to Environmental Resource Permit (“ERP”) No. 3042632.000 (“State Mitigation Bank Permit”), as modified from time to time, issued by the Southwest Florida Water Management District (“SWFWMD”) and the Florida Department of Environmental Protection (“DEP”) (collectively referred to herein as “Agency”); and

WHEREAS, Buyer has applied for permits for a project known as Tree Trimming for Protection of Runway Surfaces located in Hillsborough County, Florida (“Project”) from the Environmental Protection Commission of Hillsborough County (“EPCHC”) identified by Review No. 79506 (“Buyer’s County Permit”) and SWFWMD identified by ERP Application No. 901296 (“Buyer’s State Permit”). Buyer’s County Permit and Buyer’s State Permit are collectively referred to herein as “Buyer’s Permits”; and

WHEREAS, it is anticipated by Buyer that the Agency will approve the use of State Credits from the Mitigation Bank to fulfill the mitigation requirements of the Buyer’s Permits; and

WHEREAS, Seller desires to sell State Credits to Buyer for the purpose of meeting the requirements of Buyer’s Permits and Buyer has determined that the quantity, type, methodology, service area, and usability of the State Credits available from Seller pursuant to this Agreement will meet the requirements of Buyer’s Permits and Buyer therefore desires to acquire State Credits from Seller; and

WHEREAS, Buyer will purchase State Credits from Seller as part of the purchase and Buyer represents to Seller that the Project does not require corresponding federal credits.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Buyer agree as follows:

Wetland Mitigation Credit Purchase and Sale Agreement

1. Recitals. The recitals set forth in the Whereas clauses above are material parts of this Agreement and are incorporated herein by reference.

2. Credits Purchased. Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer:

a) State Credits at \$1,050 per 1/100th credit.

The mitigation service area for the Mitigation Bank is the Tampa Bay Watershed of Florida and the Mitigation Bank is located within the political boundaries of Hillsborough County, Florida.

3. Purchase Price. In exchange for the State Credits being purchased hereunder, Buyer shall, subject to the terms and conditions of this Agreement, pay to the Seller a sum total of One Thousand Fifty Dollars (\$1,050) per 1/100th of UMAM functional gain ("Purchase Price").

4. Payment of Purchase Price. Seller will not release any State Credits to Buyer unless the Purchase Price is paid to Seller. Seller will not withdraw State Credits in favor of Buyer or Buyer's Permits unless the entire Purchase Price is paid to Seller.

a) Payment Method. All payments hereunder shall be made to Seller. Buyer shall pay Purchase Price and any other payments to Seller by ACH.

b) Transfer of State Credits. Upon execution of this Agreement and the receipt of the full Purchase Price, Seller will convey a letter to Buyer indicating that the State Credits have been purchased by Buyer for the purpose of Buyer's Permits. On or before the date that is 30 days after the latest to occur of 1) Buyer's full payment of the Purchase Price to Seller; 2) receipt by Seller of Buyer's Permits; or 3) receipt by Seller of notarized proof of publication of Buyer's Permits, Seller shall promptly initiate minor modifications of the State Mitigation Bank Permit to withdraw State Credits in favor of Buyer's Permits ("Permit Modifications"). Seller shall provide a copy of the Permit Modifications to Buyer within 30 days of issuance of the Permit Modification. In no instance shall State Credits be transferred by Seller prior to Seller having received full payment of the Purchase Price. The State Credits are nonrefundable and nontransferable unless otherwise specifically provided for herein.

c) Termination. If Buyer does not pay the Purchase Price or any other applicable payments as provided in this Agreement, then this Agreement shall terminate upon notice by Seller to Buyer. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

5. Acceptance of Agreement. Buyer shall execute and return this Agreement to Seller by Thursday, February 27th, 2025 ("Agreement Acceptance Date"). If Buyer fails to execute and return this Agreement by the Agreement Acceptance Date, then Seller may withdraw its offer to enter into this Agreement with Buyer.

6. Effect of Condemnation or Regulatory Action.

- a) Condemnation. If the Mitigation Bank property or any part thereof is involuntarily taken prior to full payment of the Purchase Price pursuant to eminent domain proceedings, or if other such involuntary proceedings are commenced prior to full payment of the Purchase Price, and as a result Seller determines that Seller will be unable to transfer any or all of the State Credits to Buyer as specified in this Agreement, then Seller may terminate this Agreement by providing written notice at any time prior to full payment of the Purchase Price. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
- b) Seller Regulatory Action. If Seller is unable to transfer the State Credits to Buyer as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, Seller may terminate this Agreement by providing written notice to Buyer. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein. In the event of this action or order, Seller shall refund the full Purchase Price to the Buyer.
- c) This Agreement has been duly authorized, executed, and delivered by all necessary action on the part of Seller, constitutes the binding agreement of Seller, and is enforceable in accordance with its terms.
- d) The State Mitigation Bank Permit issued by SWFWMD is valid and in effect as of the Effective Date.
- e) As of the Effective Date, the Seller has enough State Credits to satisfy Seller's obligations under this Agreement. During the period beginning on the Effective Date and ending upon full payment of the Purchase Price, Seller will not sell, or contract for the sale of, State Credits from the Mitigation Bank in an amount that would cause the Mitigation Bank's outstanding State Credits balance at full payment of the Purchase Price to be less than the number of State Credits necessary to satisfy Seller's obligations under this Agreement. Seller shall take all actions reasonably necessary both before and after full payment of the Purchase Price to enforce, defend, and maintain the State Credits and Buyer's right thereto.
- f) Seller shall be responsible for the development and maintenance of the State Credits and the Mitigation Bank in accordance with the requirements of the State Mitigation Bank Permit.
- g) This Agreement has been duly authorized, executed, and delivered by all necessary action on the part of the Buyer, and constitutes the valid and binding agreement of the Buyer and is enforceable in accordance with its terms.
- h) In entering into this Agreement, Buyer has not been induced by, and has not relied

Wetland Mitigation Credit Purchase and Sale Agreement

upon, any representations, warranties, or statements, whether expressed or implied, made by the Seller or any agent, employee, or other representative of the Seller, which are not expressly set forth herein.

- i) Buyer has solely determined and verified that the quantity, type, methodology, service area, and usability of the State Credits meets the regulatory requirements of Buyer's Permits.

7. Notices. Any notices required or permitted hereunder ("Notice") shall be sufficiently given if in writing and delivered by overnight courier; by United States mail, return receipt requested; or by electronic mail to the parties hereto as follows:

SELLER: Fox Branch Mitigation Holdings, LLC
23 South Main Street, Suite 3A, Hanover, NH 03755

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

WITH A COPY TO BUYER'S CONSULTANT: VHB
501 East Kennedy Boulevard, Suite 1010, Tampa, FL 33602

Any Notice given pursuant to overnight courier service or U.S. mail shall be effective as of delivery. Any Notice given pursuant to electronic mail shall be effective as of the date and time shown in the delivery confirmation report generated by the sending party's email system. For example, if the sending party is utilizing Microsoft Outlook to provide Notice, an "Outlook Delivery Receipt" shall be deemed sufficient proof of delivery of Notice to the receiving party; however, an "Outlook Read Receipt" is not required. Each party agrees to immediately notify the other party of any changes to its contact information as provided above.

8. Breach, Default and Exclusive Remedies. In the event of Buyer's breach or default hereunder, Seller's exclusive remedy shall be to terminate this Agreement. In the event of Seller's breach or default hereunder, Buyer's remedies shall be to terminate this Agreement and receive a refund of the Purchase Price paid up to the date of termination. Neither Buyer nor Seller shall be liable for any consequential, special, punitive, or exemplary damages of any nature under this Agreement. The parties agree and acknowledge that SWFWMD and EPCHC have exclusive jurisdiction to enforce Seller's compliance with the terms and conditions of Seller's respective permits authorizing the Mitigation Bank. The provisions of this Section shall survive the termination of this Agreement.

9. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

10. No Third-Party Beneficiaries. This Agreement does not confer any benefit to persons or entities who are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

11. Venue. The sole and exclusive venue for any litigation resulting out of this Agreement shall be in Hillsborough County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Buyer hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Hillsborough County, Florida, or the Middle District of Florida, Tampa Division.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws which might have otherwise impacted this Agreement shall not be enforced retroactively after execution of this Agreement. Each party shall be held harmless for damages sustained by the other party as a result of changes in federal, state, or local laws pertaining to this Agreement or the interpretation or enforcement of said changes.

13. Entire Agreement and Amendments. The terms and conditions of this Agreement constitute the sole and entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereto. This Agreement may be amended, modified, or altered only by the written agreement of the parties.

14. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns of the parties hereto. This Agreement may be assigned by Buyer to another party only upon prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Seller shall have the right, upon Notice to Buyer, but without consent of Buyer, to assign its interest under this Agreement.

15. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

16. Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

17. Calendar Days. References to "day" or "days" in this Agreement will mean calendar days, provided that if the last day for performance falls on a Saturday, Sunday, or legal holiday, then the day of performance will be the next business day. As used in this Agreement, the term "business day" shall mean Monday through Friday, except legal holidays, and the term "legal holiday" shall mean holidays recognized by the State of Florida.

18. Counterparts; Electronic Signature. This Agreement and any modification thereto may be executed in one or more counterparts and by electronic signature, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile, and such copies shall be treated as originals for all purposes.

19. Survival. All covenants, agreements, representations and warranties, indemnification and defense obligations, confidentiality obligations, and any other provisions of this Agreement that are required to ensure the parties may fully exercise their rights and perform their obligations herein shall survive termination of this Agreement.

20. Conflicts. Any conflict between this Agreement and the Purchase Order's Terms and Conditions will be resolved in favor of the Purchase Order.

Wetland Mitigation Credit Purchase and Sale Agreement

This Agreement entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper officers, duly authorized to do so.

By the Seller this 19th day of November, 2024.

ATTEST
Kelly P. [Signature]

SELLER
By: [Signature]
Title: Authorized Representative, Fox Branch Mitigation Holdings LLC

Print Name
Charles Thompson
23 South Main Street, Suite 3A, Hanover, NH 03755
Print Address

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness

David Jacobson
Print Name

[Signature]
Witness

Charlie Kauss
Print Name



Notary for (Company Name)
STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of November, 2024, by Charles Thompson as
(Name of person)

Authorized Representative, for Fox Branch Mitigation Holdings LLC.
(type of authority) (name of party on behalf of whom Agreement was executed)

Allison Beth Katz
Signature of Notary
Allison Beth Katz

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced



By the Buyer this 5th day of December, 2024.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____

Arthur F. Diehl III, Chairman

ATTEST:

Jane Castor, Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

APPROVED AS TO FORM FOR LEGAL
SUFFICIENCY:

By: _____

Scott Knight, Assistant General Counsel

Notary for Hillsborough County Aviation Authority

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 2024, by _____, in the capacity of Chairman, and by _____ in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced