

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AIRSIDE D ANCHOR TENANT AGREEMENT

THIS AIRSIDE D ANCHOR TENANT AGREEMENT (this “*Agreement*”), is made and entered into this ___ day of _____, 2025, (the “*Effective Date*”) by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (the “*Authority*”), and DELTA AIR LINES, INC., a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (“*Airline*”) (hereinafter individually and collectively referred to as a “*Party*” or the “*Parties*”).

RECITALS

WHEREAS, the Authority owns and operates Tampa International Airport (“*Airport*”) located in the County of Hillsborough, State of Florida; and

WHEREAS, the Legislature of the State of Florida has granted to the Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, the Authority sets airline rates and charges for the Airport pursuant to the Airline Rates, Fees and Charges Resolution adopted by the Authority’s Board on September 3, 2020, as may be amended (collectively, the “*Resolution*”), and uses a standard Space Rental Agreement (the “*SRA*”) to assign space to air carriers at the Airport pursuant to the Resolution; and

WHEREAS, the Authority has determined through its master planning process a need to design and construct a new airside building complex consisting of international and domestic air carrier facilities and related improvements (commonly referred to as “*Airside D*” and referred to herein as the “*New Terminal*”), as contemplated in the Capital Improvement Project Airside D (Project No. 8200 23) and as approved by the Authority Board of Directors (the “*Board*”) on September 7, 2022; and

WHEREAS, as of the Effective Date, planning and design for the New Terminal is at approximately thirty percent (30%) design; and

WHEREAS, the Authority has determined, in its reasonable judgment, that it is prudent and in the best interests of the Airport to obtain the commitment of at least one (1) air carrier currently with, or desiring to have, substantial facilities and air service at the Airport to relocate to and occupy the New Terminal prior to the completion of design and initiation of construction of the New Terminal; and

WHEREAS, the Authority solicited proposals from passenger air carriers that provide air service at the Airport in order to assist its determination of which air carrier would be most beneficial to relocate, after its opening, into the New Terminal; and

WHEREAS, after reviewing and evaluating such proposals, the Authority determined that Airline was best suited to serve as the initial and largest passenger air carrier to occupy the New Terminal (the “*Anchor Tenant*”); and

WHEREAS, a substantial part of the Authority’s decision to select Airline as the Anchor Tenant for the New Terminal was Airline’s agreement to build out, lease and operate a club for its passengers (the “*DL Sky Club*” as further defined below) and to accept, upon completion by the Authority, at least six (6) preferential use gates within the New Terminal located in close proximity to the DL Sky Club; and

WHEREAS, in order to make the investment required to develop the DL Sky Club, Airline requires a long-term commitment to lease the DL Sky Club beyond the term of the standard SRA, and the Authority is relying upon the Airline’s long term commitments to undertake development of the New Terminal as identified herein;

WHEREAS, Airline has informed the Authority that it may want to employ alternate financing for the internal buildout of the DL Sky Club and the Authority has agreed, if Airline opts to employ alternate financing, to provide such alternative financing, subject to the terms and conditions herein; and

WHEREAS, while the ultimate size, location and general outer contours of the DL Sky Club have not been firmly established, the Parties wish to memorialize their agreement that, subject to the terms and conditions herein, the Authority will provide, and Airline will lease, premises for the DL Sky Club; and

WHEREAS, the Parties therefore agree that they will enter into a lease for the DL Sky Club in substantially the form attached hereto as **Exhibit A**, subject to modifications reasonably agreed between the Parties (the “*DL Sky Club Lease*”), on or before the achievement of the 60% Design Milestone (defined below); and

WHEREAS, the Parties wish to detail their agreement related to, among other items, both the lease of the DL Sky Club and the assignment by the Authority to Airline of certain future premises, including the six (6) New Terminal preferential use gates and related future airline support space (*i.e.* back office, ready-rooms, airport ticket offices space, etc.) in close proximity to the DL Sky Club, within this Agreement, all subject and subordinate to the Resolution and Applicable Laws.

IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE 1
RECITALS**

Section 1.1 Incorporation of Recitals. The above Recitals are true, correct and are part of this Agreement.

ARTICLE 2 INTERPRETATION; DEFINITIONS

Section 2.1 Interpretation. Capitalized terms not explicitly defined herein have the following meanings: (i) the meaning given to such term in the Resolution; (ii) if not explicitly defined in the Resolution, the meaning given to such term in the Airline SRA; (iii) if not explicitly defined in the Resolution or the Airline SRA, their ordinary and customary meaning unless the text herein clearly indicates otherwise. Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

Section 2.2 Definitions. Capitalized terms used herein shall have the following meanings:

“Applicable Laws and Rules” shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation environmental laws) lawfully issued or promulgated by any governmental authority governing or otherwise applicable to Airline or the Airport (including Rules and Regulations adopted by the Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

“DBO of New Terminal” or **“DBO”** means the date when the New Terminal has been substantially completed, a certificate of occupancy or equivalent permit has been received, and the Authority Chief Executive Officer (**CEO**) determines, in his reasonable discretion, that the New Terminal is available for use by Airline. DBO shall specifically mean the date when all or a portion of the New Terminal facilities, including gates, are substantially complete as evidenced by a certificate of occupancy or equivalent permit and available for Airline’s use, as reasonably determined by the Authority’s CEO, and Airline has been given notice that Airline must relocate to the DL New Terminal Airline Premises.

“DL Sky Club” means the passenger club to be constructed within the New Terminal and leased and operated by Airline as more particularly described herein at ARTICLE 5.

“DL Sky Club Lease” means the lease to be entered into between the Authority and Airline in substantially the same form as the agreement attached hereto as **Exhibit A**, subject to modifications reasonably agreed between the Parties, which will be updated with a certain Exhibit 1 thereto that shows the particular metes and bounds of the DL Sky Club.

“DL Existing Terminal Gates” means any preferential use gates assigned to Airline pursuant to an SRA with the Authority prior to the Airline’s relocation to the New Terminal as contemplated herein and which as of the Effective Date are located within Airside E and are currently assigned to Airline pursuant to the SRA dated October 1, 2020, as amended, between the Authority and Airline.

“DL New Terminal Airline Premises” means the airline space to be leased by or assigned to Airline in the New Terminal pursuant to the terms and conditions herein and the terms of a future SRA between the Parties and the DL Sky Club Lease, as applicable, and includes, at minimum, the DL Sky Club, the DL New Terminal Gates, and support space sufficient for Airline’s operations, which the Parties estimate will be approximately 27,000 square feet, and located in close proximity to the gates, if reasonably possible.

“DL New Terminal Gates” means the six (6) preferential use gates in close proximity to the DL Sky Club that will be assigned to Airline pursuant to an SRA upon Airline’s relocation to the New Terminal.

“Notice of 60% Design Milestone” means the written notice to be issued by the Authority to Airline indicating that the New Terminal has reached the 60% Design Milestone as described further in Section 4.3.

“Warm Shell” means that the shell space is constructed by the Authority as part of the Project to include: an unfinished poured concrete slab floor, the core electrical systems (including provisioning of 800A, 480V, 3 phase power supply, distribution panels, HVAC, and energized electrical power panels located in an electrical room as required by code, and similar items), the core mechanical systems roughed into the Premises, plumbing stubbed to use location within the Premises (provided that adequate design coordination provides the Authority with 90% design plans for Airline Improvements prior to construction of the shell), fire protection and life safety systems and equipment as required by code, minimum three inch water tie in, and connection to base building mains for sewer. Premises perimeter exterior and building core walls finished with gypsum wall board, and exposed ceiling structure. For avoidance of doubt, Warm Shell shall not include ceiling grid or dropped ceiling structure, HVAC ducting or external ventilation inside the Premises, plumbing fixtures, non-core-structure, non-load-bearing or any demising interior walls, storefront, lighting, flooring, or any fixtures, furniture, or equipment.

ARTICLE 3 TERM

Section 3.1 Term of Agreement. Except as otherwise provided herein, this Agreement shall commence on the Effective Date and continue until the last of: (1) the date of full execution of the DL Sky Club Lease; (2) the date of full execution of the last SRA for space to be used by Airline as identified in this Agreement; or (3) the date of full execution of the Financing Documents, unless earlier terminated pursuant to the provisions herein.

ARTICLE 4 NEW TERMINAL

Section 4.1 Current Design. The Parties acknowledge that, as of the Effective Date, planning for the New Terminal, including the premises where the DL Sky Club and the DL New Terminal Gates are to be located within the New Terminal, is at approximately thirty percent (30%) design, and the location, size and other outer contours of the DL New Terminal Airline Premises have not yet been fully determined.

Section 4.2 Consultation and Coordination with Airline. The Authority has consulted and agrees to continue to consult with Airline until DBO of the New Terminal about the planning, design and construction of the New Terminal, and specifically the planning and design for the facilities that are anticipated to become the DL New Terminal Airline Premises. Airline agrees to provide a specific contact to Authority for design and construction coordination from the Effective Date until DBO of the New Terminal, plus reasonable availability upon request for up to six months after DBO of the New Terminal in the event additional Airline coordination is needed. Subject to required internal Airline approvals, Airline agrees to reasonably cooperate with the Authority on external/public communications regarding the New Terminal until DBO of the New Terminal.

Section 4.3 60% Design Milestone. The Parties anticipate that the Authority will reach sixty percent (60%) design for the New Terminal no later than May 1, 2025 (the “**60% Design Milestone**”). If the Authority reasonably anticipates it will not achieve the 60% Design Milestone by such date, it shall provide written notice to Airline no less than sixty (60) days in advance of such date and provide the new anticipated date of the 60% Design Milestone in such notice. Upon achieving the 60% Design Milestone, the Authority will promptly provide to Airline the Notice of 60% Design Milestone which will set forth the planned location of the DL Sky Club and the DL New Terminal Gates upon relocation of Airline to the New Terminal.

ARTICLE 5 DL SKY CLUB

Section 5.1 Form of DL Sky Club Lease; Timing. The Parties agree to enter into the DL Sky Club Lease, subject to the terms and conditions herein, in substantially the form attached hereto as **Exhibit A**, subject to modifications reasonably agreed between the Parties. Upon receipt of the Notice of 60% Design Milestone as reasonably approved by the Parties and subject to final agreement of the form DL Sky Club Lease as reasonably agreed by the Parties, Airline agrees to execute and deliver the DL Sky Club Lease to the Authority within thirty (30) days after the Parties have agreed on the terms and conditions of the DL Sky Club Lease and reasonably approved the 60% Design Milestone; provided, however, that Airline shall not have to pay rental or other charges for the DL Sky Club until it has ceased paying rental on the Sky Club it is vacating on Airside E.

Section 5.2 Description of DL Sky Club. Subject to the terms and conditions of the DL Sky Club Lease, Authority shall provide at least 18,000 square feet of space improved to a Warm Shell on the club level of the New Terminal for Airline’s exclusive use passenger club, and adequate back of house space to service the DL Sky Club.

ARTICLE 6 AUTHORITY FINANCING

Section 6.1 Authority Offer to Finance. As of the Effective Date, Airline has not finally determined whether to cash-fund or finance the buildout of the DL Sky Club. If Airline has executed the DL Sky Club Lease and provides written notice to the Authority no later than April 1, 2026, of the Airline’s desire for such financing, the Authority agrees to offer financing to Airline for its buildout of the DL Sky Club on the following terms:

Maximum Principal Amount:	\$37,500,000
Discount Rate:	5.3%
Maximum Term:	60 Months
Repayment Schedule:	Repayment to be made via monthly payments based upon the above terms.

The Maximum Principal Amount reflects a present value as of December 31, 2023, and may be subject to an increase consistent with a pricing index agreed upon by the Parties as of the date of execution of the Financing Documents (hereafter defined).

Section 6.2 Financing Documents. In the event the Airline elects to utilize Authority financing, the Parties will negotiate financing documents in good faith reflecting the business terms set forth in Section 6.1 above (the “**Financing Documents**”). The Authority’s offer of financing to Airline on such terms, and the approval of the Financing Documents, are subject to Applicable Laws and Rules.

Section 6.3 No Leasehold Mortgages. If Airline elects to utilize other financing sources, other than its own cash funding, Airline agrees that in no event will it encumber with, nor request that the Authority grant, a leasehold mortgage or other security interest in the DL Sky Club Lease or the premises covered thereunder.

ARTICLE 7 DL NEW TERMINAL GATES AND SUPPORT PREMISES

Section 7.1 DL Gates in New Terminal. The Authority agrees to assign in a location reasonably approved by Airline, and Airline agrees to accept pursuant to an SRA, at least six (6) preferential use gates in the New Terminal, which shall constitute the DL New Terminal Gates. The Authority agrees that the DL New Terminal Gates will be in close proximity to the DL Sky Club and further agrees that at least one (1) of such gates will be located such that a direct connection between the DL Sky Club and such gate will be possible, unless otherwise agreed to by the Parties prior to the 60% Design Milestone. So long as the DL Sky Club Lease remains in force and effect, the Authority agrees that it will make all reasonable efforts to ensure that any premises that Airline leases or has a right to use in the New Terminal will be as close in proximity as possible to the DL Sky Club given all available leasable premises, which obligation shall survive the expiration or termination of this Agreement.

Section 7.2 Additional Airline Premises in New Terminal. In addition, upon relocation of its then current preferential use gates to the New Terminal, Airline agrees to accept, upon assignment by the Authority pursuant to an SRA in a location proximate to the DL New Terminal Gates and reasonably acceptable to Airline, sufficient support and operations space for Airline's operations at the New Terminal, which the Parties estimate to be approximately 27,000 square feet. Such premises when on the ramp level of Airside D shall be provided by Authority to Airline in Warm Shell condition. Such Airline premises may consist of exclusive use or preferential use premises to support Airline's operations and various functions such as ticket offices, storage, stores, maintenance, breakrooms, and management offices.

Section 7.3 Relocation from Existing Airline Premises. For all space Delta is assigned in the New Terminal other than the DL Sky Club, Airline agrees to relocate from its then-existing Airline premises to the New Terminal upon ninety (90) days' written notice from the Authority to relocate. Prior to providing the written notice to Airline, Authority shall ensure that the DL New Terminal Premises on the ramp level is in Warm Shell condition and the DL New Terminal Gates are move-in ready (subject to Delta installing any Delta proprietary technology). Delivery timing of the DL Sky Club shall be addressed in the DL Sky Club Lease but shall be no less than twelve (12) months prior to the anticipated DBO of the DL Sky Club. Airline shall comply with the provisions of this Section regarding relocation notwithstanding anything to the contrary in the Airline's then-current SRA with the Authority for the DL Existing Terminal Gates and other Airline premises not located in the New Terminal. In an effort to allow Airline to focus on its relocation to the New Terminal, in lieu of any surrender requirements in the SRA or the Resolution, at Airline's option, exercisable in its sole and absolute discretion, Airline may pay to the Authority a credit in the amount of \$20/SF for all space that it leases on Airside E as of the date of the relocation except for the 18,000 SF of gate and holdroom space. The Authority would then restore the space to its standards on Airline's behalf. If the cost to restore should exceed the credit amount, Airline would not be obligated to pay the additional costs. In no way does the above option supersede or otherwise abrogate Airline's environmental obligations under any other agreement between Airline and the Authority, the Resolution, or Applicable Laws and Rules.

Section 7.4 Execution of SRA for New Terminal. Upon provision of such SRA to Airline by the Authority, Airline agrees to execute an SRA with the Authority for the DL New Terminal Gates and the additional Airline premises described in Section 7.2 above (but excluding, for the avoidance of doubt, the DL Sky Club which will be leased pursuant to the DL Sky Club Lease). Such SRA shall be in the then-current form of SRA used by the Authority pursuant to the Resolution. Airline shall return the executed SRA for Airline premises in the New Terminal no later than sixty (60) days after receipt of such SRA from the Authority; provided, however, that the rents, fees and other charges due for any new space under the SRA will commence upon the earlier of (1) 60 days after substantial completion of Airline's improvements; or (2) when Airline begins operating from the new premises. For the avoidance of doubt, Airline shall not have to pay rental fees for replacement space and existing space at the same time (e.g. Airline shall not start paying rental on the new ramp space until it has ceased paying rental on the ramp space it is vacating).

ARTICLE 8 MISCELLANEOUS PROVISIONS

Section 8.1 Compliance with Chapter 119, Florida Statutes, Public Records Law.

(a) If Airline has questions regarding the application of Chapter 119, Florida Statutes, to Airline's duty to provide public records relating to this Agreement, Airline shall contact the custodian of public records at (813) 870-8721, admcentralrecords@tampaairport.com, Hillsborough County Aviation Authority, P.O. Box 22287, Tampa, FL 33622.

(b) If and to the extent required by Chapter 119, Florida Statutes, Airline agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

(i) Keep and maintain public records required by the Authority in order to perform the services contemplated by this Agreement.

(ii) Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by Applicable Laws and Rules.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Laws and Rules for the duration of the Term of this Agreement and following completion of the Term of this Agreement.

(iv) Upon completion of the Term of this Agreement, keep and maintain public records required by the Authority to perform the services. Airline shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

Section 8.2 Time of the Essence. Time is of the essence of this Agreement.

Section 8.3 Incorporation of Exhibits. All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Section 8.4 No Individual Liability. No Board member, officer, agent, director, or employee of the Authority or Airline shall be charged personally or held contractually liable by or to any other person under the terms or provisions of this Agreement or because of any breach thereof.

Section 8.5 Amendments. Except as specifically provided in this Agreement, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by Airline and the Authority.

Section 8.6 Anti-Human Trafficking Laws. Airline is required to complete **Exhibit B**, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Agreement is executed and to complete a new **Exhibit B** for each renewal option period, if any. This Agreement will be terminated in accordance with Florida Statute Section 787.06(13) if it is found that Airline submitted a false Affidavit of Compliance with Anti-Human Trafficking as provided in Florida Statute Section 787.06(13).

Section 8.7 Termination of Agreement If New Terminal Project (“Airside D”) Is Cancelled. In the event that the Authority cancels the New Terminal Project, as contemplated in the Capital Improvement Project Airside D (Project No. 8200 23) and as approved by the Board on September 7, 2022, then this Agreement shall terminate upon the Board’s passage of the resolution directing such termination of the New Terminal Project.

Section 8.8 Subordination to Federal Agreements. This Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon constituting the Airport. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Authority and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may be, required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity (“Grant Assurances”). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation. If no such amendment, alteration, or modification is possible, the Authority may terminate this Agreement.

Section 8.9 Severability. The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

Section 8.10 Applicable Law and Venue. This Agreement will be construed in accordance with the laws of the State. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida. The Parties agree to abide by and be bound by Applicable Laws and Rules.

Section 8.11 Complete Agreement. This Agreement represents the complete understanding between the Parties with respect to the subject matter hereof, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement

may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2025.

AUTHORITY:

ATTEST:

HILLSBOROUGH COUNTY AVIATION

Address: P. O. Box 33387
Tampa, FL 33622

Address: P. O. Box 33387
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

By: _____

David Scott Knight
Assistant General Counsel

Witness Signature

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____ in the capacity of Chairman, and by _____ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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



AIRLINE:

DELTA AIR LINES, INC.

Signed in the presence of:

[Signature]
Witness Signature

By: [Signature]

Title:

Shawna McDowell
Print Name

Holden Shannon
Print Name

[Signature]
Witness Signature

1030 Delta Blvd., Dept. 877, 4th Fl.
Print Address

Gavland Reid
Print Name

Atlanta, GA 30354

DELTA AIR LINES, INC.

STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 21st day of January, 2025

2020, by Holden Shannon in the capacity of SVP - Corporate Real Estate
(Individual's Name) (Individual's Title)

at Delta Air Lines, Inc. a Delaware corporation
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)

on its behalf. He is and has produced
(He is/She is) (~~personally known to me / not~~ personally known to me)

the following document of identification _____

(Stamp or seal of Notary)

[Signature]
Signature of Notary

Type or Print Name of Notary

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

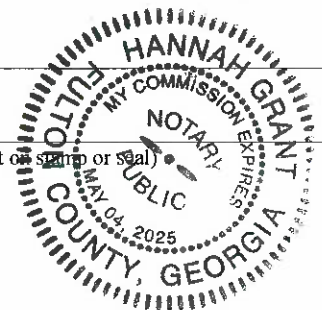


Exhibit A

DL Sky Club Lease

[See Attached]

Exhibit B

Affidavit of Compliance with Anti-Human Trafficking Laws

DRAFT

Exhibit A

DL SKY CLUB LEASE AGREEMENT

FOR

**TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA**

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

DELTA AIR LINES, INC.

Board Date: _____

Prepared by:

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

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- Exhibit C Federal Aviation Administration Required Provisions

DRAFT

HILLSBOROUGH COUNTY AVIATION AUTHORITY
DL SKY CLUB LEASE AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS DL SKY CLUB LEASE AGREEMENT, is made and entered into this ___ day of _____, 202_ (the “*Effective Date*”), by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida, and Delta Air Lines, Inc., a Corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (the “*Airline*”) (hereinafter individually and collectively referred to as the “*Party*” or “*Parties*”).

WITNESSETH:

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

WHEREAS, the Legislature of the State of Florida has granted to the Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by the Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, the Authority has determined through its master planning process a need to design and construct a new airside building complex consisting of international and domestic air carrier facilities identified as Capital Improvement Project Airside D, Project Number 8200-23 (the “*Project*”) in the Capital Improvement Plan approved by the Authority Board of Directors on September 7, 2022 (commonly referred to as “*Airside D*” and referred to herein as the “*New Terminal*”);

WHEREAS, the Authority and the Airline have entered into that certain Airside D Anchor Tenant Agreement as of [DATE] (the “*Anchor Tenant Agreement*”), pursuant to which the Authority has identified Airline as the Anchor Tenant for the New Terminal and Airline has undertaken to, among other things, buildout, lease, and operate a club for its passengers in the New Terminal (the “*DL Sky Club*”), as more particularly described herein;

WHEREAS, the Authority adopted the Resolution (hereinafter defined) on September 3, 2020, effective October 1, 2020, as same may be amended, (the “*Resolution*”) pursuant to which it has set rates and charges for land and buildings upon and around the Airport that are leased for use and development by air carriers and other airline support functions;

WHEREAS, the Airline operates at the Airport, and will operate at the New Terminal, pursuant to the Resolution; and

WHEREAS, pursuant to this Agreement, the Authority will lease to the Airline certain premises in the New Terminal for the development of the DL Sky Club, subject and subordinate to the Resolution, on the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually

acknowledged, the Parties enter into this Agreement and agree, each for itself and its successors and assigns, as follows:

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

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

Section 2.1 Act shall mean Chapter 2022-252, Laws of Florida, as amended and supplemented from time to time.

Section 2.2 Administrative Charge shall mean a charge of fifteen percent (15%) in addition to the cost of any service or other work provided by the Authority for the benefit of the Airline required of the Authority hereunder or provided as a result of damage to Authority property by the Airline or an Airline Party to compensate the Authority for its administrative costs. For an Administrative Charge to become due under this Agreement, except in the case of an emergency as determined by the Authority, the Authority must provide the Airline reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of the Authority's intent to perform such work or service.

Section 2.3 AOA shall mean the Aircraft Operations Area at the Airport, as designated from time to time by the Authority.

Section 2.4 Affiliate shall have the meaning set forth in the Resolution.

Section 2.5 Agreement shall mean this DL Sky Club Lease Agreement, as it may be amended from time to time.

Section 2.6 Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.

Section 2.7 Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.

Section 2.8 Airline shall mean the Airline, as defined in the initial paragraph of this Agreement. The Airline is both an Air Carrier and a Signatory Airline.

Section 2.9 Airline Parties shall mean, collectively, the Airline, and any of its Affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.

Section 2.10 Airline Premises shall mean the areas within the Terminal Complex leased to Airline as more particularly set for in Article 4.

Section 2.11 Airport shall mean Tampa International Airport, owned and operated by the Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.

Section 2.12 Airside Buildings shall mean the building or buildings at the Airport now or hereafter existing through which passenger aircraft are loaded or unloaded.

Section 2.13 Airside Building Rental Rate shall mean the rate per Rentable Square Foot of space in the Airside Buildings, calculated as set forth in the Resolution.

Section 2.14 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to an Air Carrier or the Airport (including Authority Rules and Regulations adopted by the Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

Section 2.15 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.

Section 2.16 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan and Airport Emergency Plan and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.

Section 2.17 BMP shall mean best management practice.

Section 2.18 Chief Executive Officer (“CEO”) shall mean the Chief Executive Officer of the Authority and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.

Section 2.19 CHRC shall mean an FBI fingerprint-based criminal history records check.

Section 2.20 DBO shall mean the date when the DL Sky Club has been substantially completed, a certificate of occupancy or equivalent permit has been received, and the Airline determines, in its reasonable discretion, that the DL Sky Club is available for operation by Airline.

Section 2.21 Effective Date shall mean the date first written above.

Section 2.22 EPA shall mean the Environmental Protection Agency.

Section 2.23 EPC shall mean the Environmental Protection Commission of Hillsborough County.

Section 2.24 Environmental Laws shall have the meaning set forth in the Resolution.

Section 2.25 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.

Section 2.26 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.

Section 2.27 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.

Section 2.28 Financing Documents shall mean, if Airline so elects to proceed with an Authority-funded financing, the documents evidencing such financing.

Section 2.29 Gate shall mean that portion of the Terminal Complex consisting of a holdroom and all other appropriate appurtenant space and equipment plus the associated Terminal Aircraft Apron and the associated Loading Bridge (if any).

Section 2.30 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport or Air Carriers.

Section 2.31 Gross Receipts shall mean the total amount actually charged by or on behalf of Airline for and in connection with the sale of food or beverages, regardless of where, how (cash, credit or other payment form) or by whom the payment is made. All losses, taxes, financing costs, and charge-backs are to be borne by the Airline, and no reduction shall be made to Gross Receipts for (i) costs of losses, (ii) the amount of any federal, state, or municipal taxes collected from Airline's customers that are payable directly to the taxing authority by or on behalf of the Airline, (iii) taxes levied on Airline's activities, facilities, equipment, or real or personal property, payroll taxes, income taxes, license or tag fees, or any other charges that recoup operating costs, or (iv) any amount retained by a third party as a financing discount that may apply by reason of acceptance of credit cards or other credit arrangements for payment.

Section 2.32 Hazardous Substances shall have the meaning set forth in the Resolution.

Section 2.33 ID Media shall mean Airport identification badge.

Section 2.34 Indemnified Party or Indemnified Parties shall mean the Authority, its successors and assigns, and each of its Board members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.

Section 2.35 Loading Bridges shall mean loading bridges, including pre-conditioned air, ground power/400Hz, potable water, fire bottles, and related infrastructure and equipment used to transport passengers between the Airside Buildings and an aircraft and other devices, if any, to assist with passenger boarding onto and deplaning from aircraft.

Section 2.36 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' Rents, tax assessments, and charges (excluding passenger facility charges fees authorized by 49 USC § 40117 and regulated by 14 CFR Part 158), payable by Airline under this Agreement, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all Rents, tax assessments and charges due under this Agreement or the Resolution.

Section 2.37 PWDS shall mean Premises Wiring Distribution System.

Section 2.38 Renewal Option shall mean each option to renew this Agreement as described in Section 6.3 below.

Section 2.39 Rent Commencement Date shall mean the date that the Airline shall commence paying Rents under this Agreement, which shall be the earlier of (a) DBO, or (b) the date that is twelve (12) months after the Delivery Date; provided, however, that in no event shall Rents commence until the later to occur of (x) the date the New Terminal has opened for operations and the Airline has relocated from its prior premises in the Terminal Complex, or (yb) the date the Airline ceases paying rents on the Sky Club Airline is vacating.

Section 2.40 Rentable Square Feet with respect to the Terminal Complex shall mean the number of square feet of space in the Terminal Complex that is rentable to tenants.

Section 2.41 Rents shall mean the rents and other fees and charges charged by the Authority to the Airline pursuant to this Agreement as set forth in Article 7 or elsewhere in this Agreement.

Section 2.42 Resolution shall mean the Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport adopted by the Board of the Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.

Section 2.43 SIDA shall mean Security Identification Display Area.

Section 2.44 Signatory Airline shall mean an Air Carrier that is a party to an active Space Rental Agreement or an Air Carrier that is a party to an active lease of space in the Cargo Cost and Revenue Center in the form prescribed by the Authority, either of which incorporates the terms and conditions of the Resolution. By entering into this Agreement, the Airline is a Signatory Airline for the Term of this Agreement.

Section 2.45 Space Rental Agreement shall mean an agreement between the Authority and a Signatory Airline granting such Signatory Airline the right to occupy and operate within the "Airline Premises" designated in such Space Rental Agreement.

Section 2.46 STA shall mean Security Threat Assessment.

Section 2.47 State shall mean the State of Florida.

Section 2.48 Tenant Work Permit ("TWP") Program shall mean the program adopted by the Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of the Authority or other occupant at the Airport.

Section 2.49 Term shall have the meaning set forth in Section 6.02 of this Agreement.

Section 2.50 Terminal Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of passenger aircraft and the loading and unloading of passenger aircraft and, as approved by the Authority, parking of ground service equipment.

Section 2.51 Terminal Building shall mean the passenger terminal building, remote baggage sort buildings, the baggage make-up area in the Airside Buildings and the mechanical and electrical service building, excluding the Airside Buildings.

Section 2.52 Terminal Complex shall mean the Terminal Building, the New Terminal, and the Airside Buildings connected by means of the Passenger Transfer System, together, as they and any other passenger handling facilities exist at the Airport prior to and after completion of any improvements or expansion.

Section 2.53 Terminal Rental Rate shall mean the rate per Rentable Square Foot of space in the Terminal Building, calculated as set forth in the Resolution.

Section 2.54 Transportation Security Administration (“TSA”) shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act (“*ATSA*”), Public Law 107-71 of 2001, as amended, or any successor agency thereto.

Section 2.55 Warm Shell shall mean that the shell space is constructed by the Authority as part of the Project to include: an unfinished poured concrete slab floor, the core electrical systems (including provisioning of 800A, 480V, 3 phase power supply, distribution panels, HVAC, and energized electrical power panels located in an electrical room as required by code, and similar items), the core mechanical systems roughed into the Airline Premises, plumbing stubbed to use location within the Airline Premises (provided that adequate design coordination provides the Authority with 90% design plans for improvements made by Airline prior to construction of the shell), fire protection and life safety systems and equipment as required by code, minimum three inch water tie in, and connection to base building mains for sewer, Airline Premises perimeter exterior and building core walls finished with gypsum wall board, and exposed ceiling structure. For avoidance of doubt, Warm Shell shall not include ceiling grid or dropped ceiling structure, HVAC ducting or external ventilation inside the Premises, plumbing fixtures, non-core-structure, non-load-bearing or any demising interior walls, storefront, lighting, flooring, or any fixtures, furniture, or equipment.

Section 2.56 Additional words and phrases used in this Agreement but not defined herein shall have the meanings as defined under the Anchor Tenant Agreement or, if not so set forth, in the Resolution.

ARTICLE 3 SUBORDINATION TO RESOLUTION

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

ARTICLE 4 AIRLINE PREMISES

Section 4.1 Authority hereby agrees to lease to Airline and Airline hereby agrees to lease from Authority, in support of Airline’s Air Transportation Business, space in the New Terminal of approximately [18,000] total square feet on the club level, as more particularly depicted on **Exhibit A**, Airline Mezzanine Office and Sky Club Space, dated _____, attached

hereto and made a part hereof by reference (collectively, the “*Airline Premises*”) for the duration of the Term.

Section 4.2 The Airline Premises shall consist of enclosed front of house space and adequate back of house space to service the DL Sky Club, with, at Airline’s option, the possibility of at least one (1) direct connection to a Gate for which Airline has been granted preferential use pursuant to separate agreement with the Authority.

Section 4.3 Airline, in coordination with the Authority, shall develop the following at the Airline Premises (the “*Initial Improvements*”):

- (a) Adequate restroom facilities;
- (b) All fixtures, furnishings, and equipment, including outfitting of the back of house spaces to include appropriate kitchen and storage for an airline club;
- (c) Furniture, fixtures, equipment, and finishes with similar levels of finish, quality, and quantity to Airline’s then current design standards for other clubs at similar-sized, non-hub airports at the time of submission of the DL Sky Club design to the Authority for approval;
- (d) Connections to and provisioning of any base building utilities from the demarcation point within the New Terminal to the Airline Premises as necessary; and
- (e) Any Airline-specific entrance to the Airline Premises from the Terminal Complex.

ARTICLE 5 USES AND RESTRICTIONS

Section 5.1 Permitted Uses. The Airline Premises will be used by the Airline solely and exclusively for the purpose of operating the DL Sky Club in accordance with the provisions hereof and in accordance with the Resolution. Airline shall have the power, privilege, and rights identified herein to operate at the Airline Premises, including exclusion of other persons or entities from enjoying or exercising a like power, privilege, or other right at the Airline Premises, subject to the requirements hereof and in compliance with all Applicable Laws.

Section 5.2 The Airline will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations hereunder. Airline may provide food and beverages to patrons of the DL Sky Club; provided, however, that if Airline sells any such food or beverages, Airline shall pay to the Authority, monthly, as a privilege fee, twelve percent (12%) of the Gross Receipts received from such sales at the Airport.

Section 5.3 Exclusions and Reservations.

(a) Nothing in this Article will be construed as authorizing the Airline to conduct any business on the Airline Premises or elsewhere at the Airport separate and apart from the conduct of its permitted uses as authorized in this Agreement.

(b) The Airline will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located at the Airport.

(c) The rights and privileges granted to the Airline pursuant to this Article will be subject to the Authority Rules and Regulations, as they may be amended from time to time.

(d) The Airline will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of the Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of the Airline will cause cancellation of any such policy, the Airline will immediately, upon notification by the Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if the Airline does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement, that causes an increase in the Authority's insurance premiums, the Airline will immediately remedy such actions and pay the increase in premiums, upon notice from the Authority to do so; but in any event, the Airline will hold the Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

(e) Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to the Airline.

(f) Any and all rights and privileges not specifically granted to the Airline for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.

(g) Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Airline Premises.

ARTICLE 6 TERM

Section 6.1 Agreement Date. This Agreement is valid and binding upon the date set forth in the initial paragraph of this Agreement.

Section 6.2 Term. The Term of this Agreement commences on the Effective Date and terminates on the date that is five (5) years after the Rent Commencement Date (the "**Initial Term**"), unless terminated earlier as provided herein or extended as provided in Section 6.3 (such Initial Term, plus any such extensions as provided by the Renewal Options in Section 6.3, the "**Term**").

Section 6.3 Renewal Options. Unless Airline notifies Authority in writing that it does not intend to renew this Agreement at least six (6) months prior to the then applicable expiration date, the following Renewal Options will be exercised automatically without formal amendment to this Agreement or further approval from the Authority, and upon being so exercised, each of the following will become part of the then-current Term:

A. First Renewal Term: One (1) additional five (5) year period subsequent to the end of the Initial Term; and

B. Second Renewal Term: One (1) additional five (5) year period subsequent to the end of the First Renewal Term; and

C. Third Renewal Term: One (1) additional five (5) year period subsequent to the end of the Second Renewal Term.

D. If all Renewal Options are exercised, this Agreement will have a final termination date of twenty (20) years from the Rent Commencement Date. The Renewal Options will be void and will not be able to be exercised if there is an Event of Default under this Agreement or in the payment of any Rents, fees or other charges to Authority under this Agreement or any other agreement between the Parties at the time such Renewal Option must be exercised

Section 6.4 Commencement of Rents. The Rents due under this Agreement shall commence on the Rent Commencement Date and continue throughout the Term of this Agreement, unless this Agreement is terminated earlier as provided herein.

ARTICLE 7 RENTS

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

Section 7.1 Rents. The total annual Rent for the Airline Premises will be payable in monthly installments, plus applicable taxes, on or before the first day of each and every calendar month, in advance and without demand, commencing on the Effective Date. The Rent rates for the Airline Premises shall be determined in accordance with the Resolution, and are calculated as follows:

(a) [18,000] square feet of Mezzanine Level Office and Club Space at the Airside Buildings Rental Rate;

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

Section 7.2 Adjustment of Rents. Rents are subject to periodic adjustment in accordance with the Resolution. Such adjustments will generally be made on an annual basis, on October 1st of each year of the Term. If Authority adjusts its established rental rates or fees more frequently than annually, the Rent rates under this Agreement will also be adjusted without written amendment to this Agreement.

Section 7.3 Employee Parking Fees. Employee parking permits are required for the Employee Parking Lot and may be required for Airline's leased or common use operational areas. Information regarding employee parking permits is available from Authority's Parking Permit Office at (813) 870-8792. Authority reserves the right to charge Airline or its employees a reasonable parking fee. If Airline is invoiced by Authority for parking fees, payment is due to Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

Section 7.4 Interest on Delinquent Payments. Without waiving any other right or action available to Authority in the event of default of Airline's payment of Rents or other charges hereunder, and in the event Airline is delinquent in paying to Authority any Rents or other charges for a period of five (5) days after the payment is due, Authority reserves the right to charge Airline interest thereon from the date the Rents or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law.

Section 7.5 Rents a Separate Covenant. Airline will not for any reason withhold or reduce its required payments of Rents provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of Rents is a covenant by Airline that is independent of the other covenants of the Parties hereunder.

Section 7.6 Place of Payments. Airline will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to
Receivables@TampaAirport.com

or

(MAIL DELIVERY)

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

or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607

ARTICLE 8 OBLIGATIONS OF AIRLINE

Section 8.1 Business Operations. Airline will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations at the Airline Premises. Airline will conduct its business operations hereunder in a lawful, orderly and proper manner, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Airline Premises or elsewhere on the Airport.

Section 8.2 Conduct of Employees and Invitees. Airline will, within reason, control the conduct, demeanor and appearance of its Airline Parties, and of those doing business with Airline and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

Section 8.3 Equipment and Vehicle Parking. Airline will ensure that all equipment, including but not limited to, vehicles owned or operated by Airline, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport. Airline's equipment and vehicles and those of its vendors and/or contractors will be parked in designated parking areas as provided by Authority. No vehicle shall access the AOA unless directly related to Airline's business operations. All vehicles driven, escorted, or parked on the AOA must meet Authority's insurance requirements and any other applicable Authority Rules and Regulations and security requirements. All vehicles, including those of Airline's Airline Parties, excluding escorted vehicles, accessing the AOA must bear Airline's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Airline must also display Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office. All persons accessing the AOA must adhere to Authority's SIDA training, Airport Security Program, and TSA regulations. Airline will verify that its Airline Parties who operate motorized vehicles on Airport property have a valid driver's license. Airline will provide evidence in writing of such verification within fifteen (15) days' of written request by Authority. If Airline fails to provide verification or if Airline's Airline Party is found to be driving on Airport property without a valid driver's license, Authority will revoke the offending driver's ID Media and may assess liquidated damages against Airline of up to \$1,000 per occurrence. Said liquidated damages will be due and payable within fifteen (15) days' notice of invoice for the same.

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

Section 8.4 Sound Level. Airline will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building whether on the Airline Premises, common use areas, or located elsewhere on the Airport, and to keep the sound level of its operation as low as possible.

Section 8.5 Garbage, Debris, or Waste. The Airline will promptly remove from its Airline Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Airline Premises or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Airline Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. The Airline will use extreme care when affecting removal of all such waste.

Section 8.6 Nuisance. The Airline will not commit any nuisance, waste, or injury on its Airline Premises, common use areas, or elsewhere on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.

Section 8.7 Excessive Load. The Airline hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and the Airline will prohibit its Airline Parties from placing excessive loads on paved or floor areas on its Airline Premises or common use areas. The Airline will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

Section 8.8 Flammable Liquids. The Airline will not keep or store flammable liquids within any covered and enclosed portion of its Airline Premises in excess of Airline's working

requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.

Section 8.9 Frequency Protection. Should the Airline install any type of radio transceiver or other wireless communications equipment, Airline will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of the Airline's equipment. Should interference occur as a result of the Airline's installation, the Authority reserves the right to shut down the Airline's installation until appropriate remedies to the interference are made by the Airline. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Airline's expense.

Section 8.10 Taxes. The Airline will bear, at its own expense, all costs of operating the DL Sky Club, including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against the Airline's use and occupancy of its Airline Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by the Airline hereunder, whether levied against the Airline or the Authority. The Airline will pay any other taxes, fees, or assessments against its Airline Premises or leasehold estate created herein. The Airline will pay the taxes, fees, or assessments as reflected in a notice the Airline receives from the Authority or any taxing authority within thirty (30) days after the Airline's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority; provided, however, in case of any taxes, fees and assessments that are due to a party other than the Authority, but for which the Authority receives the notice, the Authority shall provide such notice to the Airline within a reasonable period of the Authority's receipt thereof. Upon request of the Airline, the Authority will attempt to cause taxing authority to send the applicable tax bills directly to the Airline, and the Airline will remit payment directly to the taxing authority. If the Airline disputes any tax, fee, or assessment, the Airline will do so directly with the taxing authority in accordance with prescribed procedure and will so notify the Authority in writing.

Section 8.11 Permits and Licenses. The Airline will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of the DL Sky Club on its Airline Premises or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to the Authority upon request.

Section 8.12 Vapor or Smoke. The Airline will not create nor permit to be caused or created upon its Airline Premises, the common use areas, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors.

Section 8.13 Security Badging. Any Airline employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by Authority's ID Badging Department and will be subject to a CHRC and STA. A new or renewed ID Media will not be issued to an individual until the results of the CHRC and STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed ID Media application will be rejected. The costs of the CHRC and STA will be paid by the Airline. These costs are subject to change without notice, and the Airline will be responsible for paying any increase in the costs. The Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of the Airline and its contractors or agents

must comply with the Authority's regulations regarding the use and display of ID Media. The Authority reserves the right to require renewal of ID Media of the Airline's employees, contractors and/or agents at any time. If an Airline Party fails to comply with renewal requirements, as directed by the Authority, the existing ID Media privileges of that the Airline's Airline Party may be suspended.

In order to work on Airport property, an employee must have a valid and active ID Media allowing access to that employee's work area. Employees who have their ID Media privileges revoked or suspended may not be escorted on Airport property. The Airline will be assessed liquidated damages of sixty dollars (\$60) for each ID Media that is lost, stolen, unaccounted for or not returned to the Authority at the time of ID Media expiration, employee termination, termination of this Agreement, or upon written request by the Authority. Such liquidated damages will be paid by the Airline within fifteen (15) days from the date of invoice. The amount of liquidated damages for failure to return ID Media is subject to change by the CEO without notice, and the Airline will be responsible for paying any increase in the liquidated damages. If any Airline employee is terminated or leaves the Airline's employment, the Authority must be notified immediately, and the ID Media must be returned to the Authority promptly.

Section 8.14 Mail Deliveries to Airport. The Airline may obtain a U.S. Postal Service mailbox at the Airport at the Airline's sole expense. The Airline is solely responsible for keys issued by the Authority for the mailbox. In the event the Airline fails to return all keys at the termination of this Agreement, the Airline may be required by the Authority to rekey or replace the lock. Any cost incurred by the Authority in replacing the keys or rekeying the mailbox will be borne by the Airline.

Section 8.15 Cooperation with State Inspector General. Airline shall comply with Section 20.055(5), Florida Statutes, cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 9 MAINTENANCE AND REPAIR

Section 9.1 General Obligations. The Authority will provide normal routine maintenance to the Airline Premises, including roof (structure and membrane), exterior, foundation, load bearing walls, mechanical, and electrical systems repairs and relamping and other structural elements of Authority-owned facilities. The Airline will, throughout the Term, assume responsibility for maintenance for all of its installed equipment and any Airline improvements. Unless otherwise specified in this Agreement, responsibilities of the Airline and the Authority for maintaining the Airline Premises will be as further defined in **Exhibit B**, Maintenance Matrix of Obligations, attached hereto and incorporated herein by reference. All such maintenance, repair and replacements will be of quality equal to the condition of the Airline Premises at the commencement of the Term of this Agreement.

Section 9.2 Reimbursement of Authority Made Repairs. Notwithstanding anything to the contrary in this Agreement, the Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Airline Premises by the Airline or Airline's Airline Parties. Should the Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, the Airline will pay all such costs and expenses incurred by the Authority, plus the

Administrative Charge, within fifteen (15) days from the date of the invoice. Failure of the Airline to pay will be an Event of Default.

ARTICLE 10
IMPROVEMENTS AND ALTERATIONS BY AIRLINE

Section 10.1 Structural Alterations. The Airline will make no structural alterations to its Airline Premises without the prior written consent of the Authority.

Section 10.2 Alterations and Improvements to Airport. The Airline acknowledges that from time to time the Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Terminal Complex or the Airport that may temporarily affect the Airline's operations hereunder. The Airline agrees to accommodate the Authority in such matters, even though the Airline's activities may be inconvenienced, and the Airline agrees that no liability will attach to the Authority or any Indemnified Party by reason of such inconvenience or impairment.

Section 10.3 Removal and Demolition. The Airline and its subcontractors will not remove or demolish, in whole or in part, any improvements upon its Airline Premises without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of the Airline, at the Airline's cost, to replace the same by an improvement specified in such consent.

Section 10.4 Approvals Extended to Architectural and Aesthetic Matters. Approval of the Authority to any improvements to the Airline Premises will extend to and include architectural and aesthetic matters. The Authority reserves the right to reject any design layouts or design proposals submitted by the Airline and to require the Airline to resubmit any such layouts or proposals at the Airline's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing. Notwithstanding the foregoing, with respect to the Initial Improvements, the Authority shall not unreasonably withhold, condition, or delay its consent to architectural and/or aesthetic matters related to the Initial Improvements so long as they are substantially consistent with the Airline's then current brand standards and the Airline's Sky Clubs at non-hub airports of comparable size.

Section 10.5 Display Locations. The Airline and its Airline Parties will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface in the Airline Premises without the prior written approval of the Authority. The Airline's displays that have been approved in the design plans for the DL Sky Club on the Effective Date are hereby approved by the Authority.

Section 10.6 Ceiling. The Airline and its Airline Parties will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above any of its Airline Premises without the prior written approval of the Authority

Section 10.7 Airline Improvements. Except for routine maintenance on installed equipment, a Tenant Work Permit is required any time the Airline performs or hires an outside contractor to perform any construction on or modification or alterations to its Airline Premises. The Airline will make no improvements or alterations whatsoever to any common use areas. The Airline will make no improvements or alterations whatsoever to its Airline Premises without the prior written approval of the Authority under the Tenant Work Permit, which consent will not be

unreasonably withheld, conditioned, or delayed. Within thirty (30) days after receipt by the Authority of the Airline's plans and specifications for any construction on or modification or alterations to its Airline Premises, the Authority will inform the Airline that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

Section 10.8 Construction and Installation Schedule. For any work for which an Authority Tenant Work Permit is required hereunder, the Airline will submit a schedule depicting the estimated time required to complete each phase of the construction and installation of the displays and improvements called for in the engineered construction plans approved by the Authority in accordance Section 10.7 hereof. All improvements and displays installed by the Airline in its Airline Premises will be of high quality, safe, and fire-resistant materials. All plans and specifications for the improvements, displays and equipment constructed or installed by the Airline or any Airline Party will conform to all Applicable Laws. The Airline will obtain, at its own expense, all necessary building permits.

Section 10.9 Conditions. If the Airline's request for approval to make improvements or alterations is granted by the Authority, the following conditions will apply:

- (a) The Airline will obtain at the Airline's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other Applicable Laws of all appropriate Government Authorities.
- (b) The Airline agrees that all construction will conform to the Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with the Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- (c) The Airline agrees to hire only licensed contractors and subcontractors.
- (d) The Airline covenants and agrees to pay all costs necessary to complete approved alterations or improvements. The Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by the Airline or were required by the Authority or any other Governmental Authority.
- (e) The Airline agrees to be solely responsible for any damage to its Airline Premises, common use areas, or Airport property resulting from the Airline's construction of improvements or alterations.

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

Section 10.11 Initial Improvements. The Airline and the Authority acknowledge and agree that the Airline is leasing the Airline Premises to be used as a DL Sky Club. The Authority intends to deliver the Airline Premises to the Airline on or before _____ (the "**Anticipated Delivery Date**") in Warm Shell condition. If the Authority reasonably believes that the Anticipated Delivery Date will be delayed by more than fifteen (15) business days, the Authority shall provide

the Airline with written notice of the revised Anticipated Delivery Date. The date on which the Authority delivers the Airline Premises to the Airline in Warm Shell condition shall be referred to herein as the “**Delivery Date**”. Within ten (10) business days after the Delivery Date, the Airline shall notify the Authority of any defects in the Airline Premises that do not reasonably comply with Warm Shell condition and the parties shall work cooperatively and collaboratively together to permit the Authority to remedy, or cause to be remedied, any such deficiencies in a reasonable timeframe (and Airline shall have a day for day extension of component (b) in the definition of the Rent Commencement Date for each day until the Authority completes any such punch list items). If Airline does not provide the Authority with timely notice of defects hereunder, it will be deemed to have accepted the Airline Premises as of the Delivery Date. The Airline shall use commercially efforts to construct the Initial Improvements within twelve (12) months after the Delivery Date. The Authority and the Airline shall reasonably cooperate regarding the approvals and permitting needed for the Initial Improvements. Notwithstanding anything herein to the contrary, the Airline shall have the right to request that the Authority fund, subject to timely execution of the Financing Documents, the Initial Improvements in accordance with the Anchor Tenant Agreement.

ARTICLE 11 TITLE TO IMPROVEMENTS

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

ARTICLE 12 DEFAULT AND TERMINATION

Section 12.1 Events of Default. The following events will be deemed events of default (each an “**Event of Default**”) by the Airline:

- (a) The failure or omission by the Airline to perform its obligations or make any payment to the Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.
- (b) The failure or omission by the Airline to perform its obligations, beyond any applicable notice and cure period, under the Resolution or the Financing Documents (if executed by the Parties).
- (c) The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the Resolution, or by any other agreement between the Authority and the Airline, and the Airline’s failure to discontinue that business or those acts within thirty (30) days of receipt by Airline of Authority’s written notice to cease said business or acts.

(d) The appointment of a trustee, custodian, or receiver of all or a substantial portion of the Airline's assets.

(e) The divestiture of the Airline's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

(f) The insolvency of the Airline; or if the Airline will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by the Airline of a voluntary petition for bankruptcy protection or the institution of proceedings against the Airline for the adjudication of the Airline as bankrupt pursuant thereto.

(g) The Airline's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

Section 12.2 Authority's Remedies. In the event of any of the foregoing Events of Default enumerated in this Article, and following thirty (30) days' notice by the Authority and the Airline's failure to cure within such time period (or if the Event of Default cannot be cured within such thirty (30) day period, such longer period as may be reasonably required to effect a cure so long as the Airline commences the cure within thirty (30) days and diligently pursues the same), the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

(a) Terminate the Airline's rights under this Agreement and, in accordance with Applicable Laws, take possession of the Airline's Airline Premises. The Authority will not be deemed to have thereby accepted a surrender of its Airline Premises, and the Airline will remain liable for all payments and other sums due under this Agreement and for all damages suffered by the Authority because of the Airline's breach of any of the covenants of Agreement; or

(b) Treat this Agreement as remaining in existence, curing the Airline's default by performing or paying the obligation that the Airline has breached. In such event all sums paid or expenses incurred by the Authority directly or indirectly in curing the Airline's default, plus an Administrative Charge thereon, will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the rate of one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws; or

(c) Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Airline's Airline Premises, whereupon all rights and interest of the Airline in its Airline Premises and common use areas will end.

Notwithstanding any other provision in this Section 12.2, if any Event of Default gives rise to a real, serious, and immediate threat to the health, safety or public welfare or constitutes a violation of any life safety codes or regulations or building codes, Airline shall waive the requisite thirty (30) day notice and cure period, and if Airline fails to cure such default within twenty-four (24) hours of notice of such violation, the Authority may, but is not obligated to, take immediate action, implement self-help remedies, and otherwise pursue the remedies identified in Sections 12.2(a)-(c) above.

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

Section 12.3 Continuing Responsibilities of Airline. Notwithstanding the occurrence of any Event of Default, the Airline will remain liable to the Authority for the prompt payment of all Rents due hereunder and for all preceding breaches of any covenant of this Agreement.

ARTICLE 13 DISCLAIMER OF LIENS

Section 13.1 The Airline agrees not to encumber its Airline Premises indirectly or directly without prior written consent by the Authority and to keep the Airline Premises free from all encumbrances, including but not limited to, mortgages, pledges, liens (equitable or otherwise), charges, security interests or other claims of any nature.

Section 13.2 The interest of the Authority in the Airline Premises and common use areas will not be subject to liens for any work, labor, materials or improvements made by or for the Airline to its Airline Premises, whether or not the same is made or done in accordance with an agreement between the Authority and the Airline, and it is specifically understood and agreed that in no event will the Authority or the interest of the Authority in the Airline Premises or common use areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for the Airline to its Airline Premises. The Airline is specifically prohibited from subjecting the Authority's interest in the Airline Premises or common use areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for the Airline or for any materials, improvements or work for which the Airline is responsible for payment. The Airline will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Airline Premises.

Section 13.3 In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Airline Premises or common use areas for any work, labor or materials furnished to the Airline Premises, whether or not the same is made or done in accordance with an agreement between the Authority and the Airline, the Airline will cause any such lien to be discharged of record within thirty (30) days after notice of filing thereof by payment, bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to the Authority, security reasonably

satisfactory to the Authority to secure payment of such lien, if requested by the Authority, while the Airline contests to conclusion the claim giving rise to such lien.

Section 13.4 The Airline will furnish releases or waivers as may be required to satisfy the Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, the Authority may require the Airline, at the Airline's expense, to indemnify the Authority and its Indemnified Parties against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and independently. It is the Parties' mutual intent that if this clause is found to be in conflict with Applicable Laws, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 14 UTILITIES

Section 14.1 Utility Infrastructure. During the Term of this Agreement, the Airline will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunications and data services at its Airline Premises.

Section 14.2 Upgraded Utility Infrastructure. If the Airline requires utility infrastructure beyond what currently exists, what is identified to be provided in the final engineered construction documents for the New Terminal, or what is available to be extended to its Airline Premises' boundary, the Airline agrees to pay the full cost and expense associated with the upgrade and installation of all such utility infrastructure related to its use of the Airline Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or the Authority for maintaining such infrastructure.

Section 14.3 Utility Services. The Airline agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunications and data services.

Section 14.4 Cabling Infrastructure. The Authority owns and maintains the Airport's PWDS cable infrastructure supporting telephone and data transmission generated within, to and from the Airline Premises. The Airline may use the Authority's fiber optic cabling infrastructure for voice and data connectivity. The Airline will pay monthly fees as additional Rents, as established on an annual basis by the Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points used by the Airline. The Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of the fiber optic cable or additional strands of fiber requested by Airline will be at the Airline's expense. If the Airline installs electronic visual information display systems ("**EVIDS**"), the Airline will be required to use Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at Airline's cost and may be performed by Authority or by an outside vendor approved by Authority, subject to a Tenant Work Permit.

Section 14.5 Easement Rights Reserved to the Authority Regarding Utility Lines and Services. The Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Airline Premises and common use areas. When installing and using any new lines or services, the Authority will protect any existing

improvements to the extent reasonably practicable and will avoid any unreasonable interference with the Airline's operations.

ARTICLE 15 INGRESS AND EGRESS

Section 15.1 Use of Public Way. The Airline will have the right of ingress to and egress from the Airport, the Airline Premises, and the common use areas for the Airline Parties, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Applicable Laws and the Authority's right to establish Authority Rules and Regulations and operating directives governing (A) the general public, including the Airline's customers, and (B) access to non-public areas at the Airport by the Airline's Airline Parties.

Section 15.2 Methods of Ingress or Egress. The Authority may at any time temporarily or permanently close, re-route, consent to, or request the closing or re-routing of any method of ingress or egress on the Airport, so long as a substantially equivalent means of ingress and egress is concurrently made available to the Airline. The Airline hereby releases and discharges the Authority from any and all claims, demands, or causes of action that the Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 16 INDEMNIFICATION

Section 16.1 To the maximum extent permitted by Florida law, in addition to the Airline's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, the Airline will indemnify and hold harmless the Authority and each Indemnified Party from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the Airline's or any Airline Party's:

- (i) Presence on, use or occupancy of Authority property;
- (ii) Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- (iii) Breach of the terms of this Agreement or the Resolution;
- (iv) Performance, non-performance or purported performance of this Agreement;
- (v) Violation of any Applicable Laws; and/or
- (vi) Infringement of any patent, copyright, trademark, trade dress or trade secret rights,

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

Section 16.2 In addition to the duty to indemnify and hold harmless, the Airline will have the separate and independent duty to defend the Authority and each Indemnified Party from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or reasonable attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the Airline's or any Airline Party's:

- (i) Presence on, use or occupancy of Authority property;
- (ii) Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
- (iii) Breach of the terms of this Agreement or the Resolution;
- (iv) Performance, non-performance or purported performance of this Agreement;
- (v) Violation of any Applicable Laws; and/or
- (vi) Infringement of any patent, copyright, trademark, trade dress or trade secret rights

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

Section 16.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the Airline agrees to the following: To the maximum extent permitted by Florida law, the Airline will indemnify and hold harmless the Authority and the Indemnified Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Airline or any Airline Party in the performance of this Agreement.

Section 16.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other Applicable Laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Section 16.5 In addition to the requirements stated above, to the extent required by any FDOT Public Transportation Grant Agreement between the Authority and FDOT and to the fullest extent permitted by law, the Airline shall indemnify and hold harmless the State, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the extent caused by the negligence, recklessness or

intentional wrongful misconduct of the Airline and any Airline Party in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

Section 16.6 The Airline's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement with respect to matters arising prior to the date of such expiration or termination until it is determined by final judgment that any suit, claim or other action against the Authority or any Indemnified Party its fully and finally barred by the applicable statute of limitations or repose.

Section 16.7 Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority or any Indemnified Party may have under the doctrine of sovereign immunity under Applicable Laws.

Section 16.8 The Authority and each Indemnified Party reserves the right, at their option, to participate in the defense of any suit, without relieving the Airline of any of its obligations under this Article.

Section 16.9 If the above Sections 16.1 – 16.8 or any part thereof are deemed to conflict in any way with any Applicable Laws, the Sections or part of the Sections will be considered modified by such law to remedy the conflict.

ARTICLE 17 INSURANCE

Section 17.1 Insurance Terms and Conditions. The Airline must maintain the minimum limits and coverages uninterrupted or amended through the Term of this Agreement identified in this Article 17. In the event the Airline becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority and the Indemnified Parties 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.

Section 17.2 Limits and Requirements.

(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 or Aviation/Airline 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 Airline under this Agreement or the use or occupancy of Authority Premises by, or on behalf of, the Airline 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.

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

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

(c) Liquor Liability Coverage. Liquor Liability Coverage will be maintained for any facility of the Airline that serves alcoholic beverages on the Airport in an amount not less than \$1,000,000 per occurrence.

(d) Business Auto 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	\$5,000,000
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Provided, however, that all vehicles operating upon the AOA will be required to be insured for \$10,000,000.

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

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

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

personal health information caused by Airline, any of its subcontractors, or cloud service providers used by Airline;

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

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

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

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

First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;

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

No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

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

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

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

Section 17.3 Waiver of Subrogation. The Airline, for itself and on behalf of its insurers, to the fullest extent permitted by Applicable Laws without voiding the insurance required by this Agreement, waives all rights against the Authority and any Indemnified Party for damages or loss to the extent covered and paid for by any insurance maintained by the Airline.

Section 17.4 Conditions of Acceptance. The insurance maintained by the Airline must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect as of the date of this Agreement and as such Standard Procedure may be amended from time to time, and is posted on the Authority website at www.TampaAirport.com > Business and Community > Work With Us > Real Estate > Resources.

ARTICLE 18 SECURITY FOR PAYMENT

Section 18.1 Payment Security Requirements.

(a) Unless the Airline has maintained an agreement similar to this Agreement with the Authority during the eighteen (18) months prior to the Effective Date without the occurrence of any failure to pay within sixty (60) days or more of the due date under such prior agreement, the Airline will provide the Authority on or before the Effective Date with acceptable Payment Security. The Airline will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which the Airline commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to the Authority and licensed to do business in the State. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, the Airline will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty (30) days prior to cancellation, the Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.

(b) In the event the Authority is required to draw down or collect against the Airline's Payment Security for any reason, the Airline will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three (3) months' estimated Rents or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three (3) months' estimated Rents payable by the Airline pursuant to this Agreement.

(c) In addition to the foregoing, upon the occurrence of any act or omission by the Airline that would constitute an Event of Default under this Agreement, or upon the Airline's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, the Authority, by written notice to the Airline given at any time within ninety (90) days of the date such event becomes known to the Authority, may impose or re-impose the requirements of this Article upon the Airline. In such event, the Airline will provide the Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which the Airline commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.

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

Section 18.2 Satisfactory Performance. Subject to the provisions of the Payment Security Requirements Section above, the Payment Security will be returned within ninety (90) days following the expiration of the Term of this Agreement, subject to the satisfactory performance by the Airline of all terms, conditions, and covenants contained herein. Such obligation will survive the termination or expiration of this Agreement.

ARTICLE 19 PROPERTY DAMAGES

Section 19.1 Partial Damage. In the event all or a portion of the Airline Premises is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, the Airline will give the Authority immediate notice thereof, and the Authority will make the repairs promptly, at its own cost and expense.

Section 19.2 Extensive Damage. In the event damages as referenced in Section 19.01 are so extensive as to render all or a significant portion of the Airline Premises untenable, but capable of being repaired within 120 days, the Airline will give the Authority immediate notice thereof, and the Authority will make the repairs with due diligence, at its own cost and expense.

Section 19.3 Complete Destruction. In the event the Airline Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Airline Premises untenable, and the Airline Premises cannot be repaired within 120 days, the Airline will give the Authority immediate notice thereof, and the Authority will be under no obligation to repair, replace, and reconstruct the Airline Premises. In the event the Authority elects not to repair, replace, and reconstruct the Airline Premises, the Authority will not be required to grant alternative premises (but will use good faith efforts to locate alternative premises for Airline's use), and this Agreement and the obligations of the Parties hereunder will terminate.

Section 19.4 Abatement of Rents. In the event of extensive damage or complete destruction as referenced in Sections 19.02 and 19.03, the portion of the Rents attributable to untenable Airline Premises will abate from the date of casualty until such time as the Authority issues notice to the Airline that the untenable portion of the Airline Premises can be re-occupied. Notwithstanding the foregoing, in the event the Airline Premises are damaged or destroyed as a result of the act or omission of the Airline, including negligence, the Airline's Rents will not abate, and the Airline will be responsible for all costs to repair or rebuild that portion of the Airline Premises damaged or destroyed as a result of the Airline's act or omission.

Section 19.5 Limits of the Authority's Obligations Defined. Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by the Airline, and any such redecoration, replacement, and refurbishing or re-equipping will be of equivalent quality to that originally installed hereunder. The Authority will not be responsible to the Airline for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Airline Premises regardless of cause of damage.

Section 19.6 Waiver of Subrogation. To the extent such insurance permits, and then only to the extent collected or collectable by the Airline under its property insurance coverage, the Airline waives any and all claims against the Authority and the Indemnified Parties for loss or damage to property.

ARTICLE 20
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 21
FAA APPROVAL

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

ARTICLE 22
ENVIRONMENTAL

Section 22.1 General Conditions. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of the Airline, the Airline hereby expressly covenants, warrants, and represents to Authority, in connection with the Airline's operations on its Airline Premises and at the Airport, the following:

(a) Airline is knowledgeable of and agrees to comply with all applicable Environmental Laws that apply to Airline's facilities or operations at its Airline Premises or the Airport. The Airline acknowledges that such Environmental Laws change from time to time, and the Airline agrees to keep informed of any such future changes.

(b) In addition to any and all other requirements of the Airline to indemnify and hold Authority harmless contained in this Agreement, to the maximum extent permitted by State law, the Airline agrees to indemnify and defend and hold harmless the Authority and all other Indemnified Parties from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by the Airline or any of its Airline Parties of such applicable Environmental Laws and for any non-compliance by the Airline or any of its Airline Parties with any permits issued to the Airline pursuant to such Environmental Laws, (ii) a presence or release of Hazardous Substances into the environment caused in whole or in part by the Airline or any of its Airline Parties at its Airline Premises or the Airport, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws, or the violation of any Environmental Laws due to the Airline's or its Airline Parties' management, control, authorization, handling, possession, or use of Hazardous Substances at its Airline Premises or elsewhere at the Airport; (iii) any breach by the Airline of any of the requirements of this Article 22; (iv) the Airline's remediation or failure to remediate Hazardous Substances as required by this Agreement; which indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or

damages, including natural resource damages, imposed against the Airline or its Airline Parties or against the Authority by reason of the Airline's or its Airline Parties' violation or non-compliance with Environmental Laws. The Airline's obligations hereunder will survive the termination of the Term of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof, except that, in the event that the Authority recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii) or (iv) above, the Authority may not recover the same funds from the Airline; and provided, further, that the foregoing indemnity obligations are subject to the provisions of paragraphs (C) and (D) of Article 16 to the extent applicable.

(c) The Airline agrees to cooperate with any investigation, audit, or inquiry by the Authority or any Governmental Authority regarding possible violation of any Environmental Law upon the Airline Premises or elsewhere at the Airport.

(d) The Airline agrees that all remedies of the Authority as provided herein with regard to violation of any Environmental Laws will be deemed cumulative in nature and will survive termination of this Agreement.

(e) The Airline agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to the Authority within twenty-four (24) hours of receipt by the Airline or the Airline's agent. In the event the Authority receives a notice of violation, notice of non-compliance, or other enforcement action of the nature described herein, it will promptly provide that notice to the Airline. Any violation or notice of violation or non-compliance with an Environmental Law that the Airline fails to rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed an Event of Default under this Agreement.

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

Section 22.2 Environmental Considerations.

(a) The Airline and its Airline Parties will not discharge or spill any Hazardous Substance into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airline Premises. In addition, neither the Airline nor any Airline Party will discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to the Authority and other Governmental Authorities having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, bays, and other bodies of water. The Airline's discharge, spill or introduction of any Hazardous Substance onto the Airline Premises or into any component of the Authority's sanitary or storm drainage systems will, if not remedied by the Airline with all due dispatch, at the sole discretion of the Authority, be deemed an Event of Default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve the Airline of or from liability for such discharge or spill.

(b) If the Airline is deemed to be a generator of hazardous waste, as defined by Applicable Laws, the Airline will obtain a generator identification number from the U.S. EPA and the appropriate generator permit and will comply with all Applicable Laws, including but not

limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Applicable Laws.

(c) The Airline agrees to provide the Authority, within ten (10) days after the Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, safety data sheets and waste disposal manifests prepared or issued in connection with the Airline's use of the Airline Premises or operations at the Airport.

(d) At the end of the Term of this Agreement, the Airline will dispose of all solid and hazardous wastes and containers in compliance with all Applicable Laws. Copies of all waste manifests will be provided to the Authority at least thirty (30) days prior to the end of the Term of this Agreement.

Section 22.3 Prior Environmental Impacts. Nothing in this Article will be construed to make the Airline liable in any way for any environmental impacts or release of Hazardous Substances affecting the Airline Premises that occurred prior to the Airline's entry upon the Airline Premises or that occurred as a result of the actions of the Authority or any of its employees, agents, or contractors.

Section 22.4 Off-Site Environmental Impacts. Nothing in this Article will be construed to make the Airline liable in any way for any environmental impacts or release of Hazardous Substances affecting the Airline Premises that occurs by reason of the migration or flow to the Airline Premises from verifiable or documented off-site environmental impacts that is not attributable to the Airline's activities at the Airline Premises.

Section 22.5 Petroleum Storage Systems.

(a) At the Airline's expense, the Airline will at all times comply with all Environmental Laws, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762 of the Florida Administrative Code, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the EPC, as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. The Airline will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by the Airline, and the Airline will display the registration placard as required by law.

(b) The Airline will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a person who has completed an FAA-approved aircraft fueling training program. The Airline will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, the Airline will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

(c) The Airline will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Airline Premises that may be adopted by the Authority. The Airline will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to the Authority.

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

Section 22.6 Stormwater. Notwithstanding any other provisions or terms of this Agreement, the Airline acknowledges that certain properties within the Airline Premises or on Authority-owned land are subject to stormwater rules and regulations. The Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Airline Premises or the Airport, and, if applicable, the Airline hereby expressly covenants, warrants, and represents to the Authority, in connection with the Airline's operations on the Airline Premises, the following:

(a) The Airline is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. The Authority and the Airline both acknowledge that close cooperation is necessary to ensure compliance with any applicable stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. The Airline acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by the Airline by implementing and maintaining BMPs. The Airline will establish a BMP plan for the Airline Premises and submit a copy to the Authority.

(b) The Airline will be knowledgeable of any stormwater discharge permit requirements applicable to the Airline and with which the Airline will be obligated to comply. The submittal of a Notice of Intent will be made by the Airline to the FDEP, and a copy will be submitted to the Authority. The Airline is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, the Airline will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. The Airline agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Airline Premises, and the Airline agrees that it will hold harmless and indemnify the Authority for any violations or non-compliance with any such permit requirements.

Section 22.7 Environmental Inspection at End of Agreement Term.

(a) At the Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term as provided herein, the Airline will conduct an environmental inspection and examination of the Airline Premises. At its discretion, the Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of the Airline or the Authority's inspection or if requested by the Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to the Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of the Airline. If a site

assessment is conducted, the Airline agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. The Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Airline Premises have been impacted by the release of Hazardous Substances, the Airline will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to the Authority that the Airline will clean up the contamination at its own expense, at no expense to the Authority, and in accordance with Applicable Laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

(b) During the period of a cleanup due to the environmental condition of the Airline Premises or common use areas, the Airline's obligations, including the payment of Rents, under the existing terms of this Agreement will continue in full force and effect, in addition to any other damages for which the Airline may be liable.

(c) The firm conducting cleanup work must be approved by the Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by Governmental Authority and must be reasonably acceptable to Authority.

ARTICLE 23 REPORTS AND AUDITS

Section 23.1 Authority Right to Perform Audits, Inspections, or Attestation Engagements.

At any time or times during the Term of this Agreement or within three (3) years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Airline's records for the purpose of substantiating the accuracy of payments to Authority or Airline's compliance with other provisions of this Agreement. Free and unrestricted access will be granted to all of Airline's records directly pertinent to this Agreement for purposes of substantiating payments or compliance. If the records are maintained at locations other than the Airport, Airline will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. In the event Airline maintains the needed documentation in electronic format, upon request by Authority auditors, Airline will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Airline's employees, subconsultants, and subcontractors, and to make photocopies of records as needed. If, as a result of any engagement, it is established that Airline owes additional fees or charges to Authority, Airline will pay such additional fees and charges and Authority may assess interest in accordance with Section 7.04.

Airline agrees to deliver or provide access to all records requested by Authority auditors within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00), in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Airline is late in submitting requested records to perform the engagement. Accrual of fee will continue until specific performance is accomplished. 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 Airline's failure to comply.

ARTICLE 24
AMERICANS WITH DISABILITIES ACT

The Airline 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 the Authority concerning the same subject matter.

ARTICLE 25
NON-DISCRIMINATION

Section 25.1 These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- (a) Terminate this Agreement;
- (b) Seek suspension/debarment of the Airline; or
- (c) Take any other action determined to be appropriate by Authority or the FAA.

Section 25.2 Civil Rights – General – 49 USC § 47123. The Airline agrees to observe and comply with those requirements of the FAA set forth in **Exhibit C**, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time. The Airline shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Airline transfers its obligation to another, the transferee is obligated in the same manner as the Airline. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

ARTICLE 26
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 (other than the right to exclusively use the Airline Premises) and the Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 27
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 28
RIGHT OF ENTRY

The Authority will have the right to enter the Airline Premises for the purpose of periodic inspection of the Airline Premises from the standpoint of safety and health, and monitoring of the Airline's compliance with the terms of this Agreement; provided, however, that, except in the case of an emergency as determined by the Authority, Authority shall provide Airline with prior notice to the Station Manager (as defined in the Resolution), reasonable under the circumstances (which may be oral but shall be no less than 24 hours' notice), of any entry onto the Airline Premises.

ARTICLE 29
RIGHT OF FLIGHT

Section 29.1 The Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by the Authority, including the Airline Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on the Airport.

Section 29.2 The Airline expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Airline Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. The Airline further expressly agrees for itself, its successors and assigns, to prevent any use of the Airline Premises or common use areas that would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 30
GOVERNMENT INCLUSION

Section 30.1 Subordination to Federal Agreements. This Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon constituting the Airport. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Authority and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may be, required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity ("**Grant Assurances**"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation. If no such amendment, alteration, or modification is possible, the Authority may terminate this Agreement.

Section 30.2 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Section 30.3 Security. The Airline and its Airline Parties must comply with (i) the applicable provisions of the Authority's TSA-approved airport security plan for the Airport as from time to time existing, and (ii) applicable regulations of the TSA, as from time to time existing and (iii) security measures required of the Airline or the Authority by the FAA or TSA. If the Airline or any of its Airline Parties shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty or other damages being assessed against the Authority, then, in addition to any other terms of this Agreement, the Airline shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages, plus an Administrative Charge. This amount must be paid by the Airline within ten (10) days of written notice. Notwithstanding the foregoing, the Airline shall have the right to contest, protest, or negotiate any such monetary penalty or damages with the federal agency imposing such penalty or damages.

ARTICLE 31 SIGNS

Section 31.1 Written Approval. Except with the prior written approval of the Authority, which shall not be unreasonably withheld, conditioned, or delayed, the Airline will not erect, maintain, or display any signs or any advertising at or on the Airline Premises or common use areas.

Section 31.2 Removal. Upon the expiration or termination of this Agreement, the Airline will remove, obliterate or paint out, as the Authority may direct, any and all signs and advertising on the Airline Premises and common use areas and, in connection therewith, will restore the portion of the Airline Premises and common use areas affected by such signs or advertising to substantially the same conditions as existed at the commencement of the Term. In the event of failure on the part of the Airline to remove, obliterate, or paint out each and every sign or advertising and restore the Airline Premises and common use areas, the Authority may perform the necessary work, at the expense of the Airline, plus an Administrative Charge.

ARTICLE 32 ASSIGNMENT AND SUBLEASING

The Airline will not assign or sublease this Agreement without the prior written consent of the Authority. Such consent may be withheld at the sole discretion of the Authority. Any purported assignment or sublease of this Agreement without the prior written consent of the Authority shall be void *ab initio* and of no effect. If a sublease is approved, the Airline will be solely responsible for ensuring that its sublessee performs pursuant to and in compliance with the terms of this Agreement. In no event will any approved assignment or sublease diminish the Authority's rights to enforce any and all provisions of this Agreement.

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

ARTICLE 33 AIRLINE TENANCY

Airline hereby warrants and certifies to the Authority that the Airline is an organization in good standing in its state of registration, that it is authorized to do business in the State, and that

the undersigned officer or managing director is authorized and empowered to bind the Airline to the terms of this Agreement by his or her signature thereto.

ARTICLE 34
CONDEMNATION

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

ARTICLE 35
SURRENDER OF AIRLINE PREMISES

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

ARTICLE 36
PERSONAL PROPERTY

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

ARTICLE 37
APPLICABLE LAW AND VENUE

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

The Airline hereby waives any claim against the Authority and the Indemnified Parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the

validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 38
AUTHORITY APPROVALS

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

ARTICLE 39
INVALIDITY OF CLAUSES

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

ARTICLE 40
HEADINGS

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

ARTICLE 41
NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:

(MAIL DELIVERY)

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

TO AIRLINE:

(MAIL DELIVERY)

Or

(HAND DELIVERY)

Hillsborough County Aviation Authority
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607
Attn: Chief Executive Officer

Or

(HAND DELIVERY)

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

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

ARTICLE 42 SUBORDINATION TO TRUST AGREEMENT

Section 42.1 This Agreement and all rights of the Airline hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by the Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement and Other Financing Documents made by the Authority authorizing the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness by the Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

Section 42.2 The Authority shall notify the Airline in advance of any proposed amendments or supplements to the Trust Agreement and Other Financing Documents that would alter the terms and provisions of this Agreement or materially impact the levels of Rents paid by the Airline.

Section 42.3 With respect to Bonds, Subordinated Indebtedness and Other Indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds, Subordinated Indebtedness and Other Indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**") (collectively, "**Tax-Exempt Indebtedness**"), the Airline may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Airline Premises, if the act or failure to act may cause, in the sole judgment of the Authority, the Authority to be in noncompliance with the provisions of the Code, nor may the Airline take, or persist in, any action or omission which may cause the interest on the Tax-Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the "**AMT**"), to become subject to the AMT for Federal income tax purposes, and the Airline may not elect to take depreciation on any portion of the Airline Premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 43
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Airline Premises are located, for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate, and the Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, the Airline's obligation to pay rent will cease; however, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 44
RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

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

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

44.02 OTHER PROPERTY CONDITIONS: Areas of Authority property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally-occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including but not limited to property use restrictions, activity and use limitations, institutional controls, or engineering controls. At Tampa International Airport, the Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for the Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to Tampa International Airport, the same protections and standards are generally applied at all Authority property including the general aviation airports.

As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on the Authority website at www.TampaAirport.com > Business and Community > Airport Operations.

ARTICLE 45
RELATIONSHIP OF THE PARTIES

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

ARTICLE 46
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

Section 46.1 To the extent required by Applicable Laws, the Airline agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

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

Section 46.2 The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

ARTICLE 47
MISCELLANEOUS

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

ARTICLE 48
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 49
INCORPORATION OF EXHIBITS

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

ARTICLE 50
NO INDIVIDUAL LIABILITY

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

ARTICLE 51
AMENDMENTS

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

ARTICLE 52
COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal with respect to the subject matter hereof, are hereby superseded except to the extent any such agreement contains provisions that survive the expiration of such agreement and/or the execution of this Agreement. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 202_.

ATTEST: HILLSBOROUGH COUNTY AVIATION AUTHORITY

By: _____ By: _____
Jane Castor, Secretary Arthur F. Diehl III, Chairman
Address: P. O. Box 22287 Address: P. O. Box 22287
Tampa, FL 33622 Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name

LEGAL FORM APPROVED:

By: _____
Print Name 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, this ____ day of _____, 202_, by Arthur F. Diehl III in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

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

DELTA AIR LINES, INC.

By: _____
Name:
Title:
Address:

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name

DELTA AIR LINES, INC.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence
 or _____ online notarization, this ____ day of _____, 202_, by
_____ for _____ . They are

Personally known to me or produced _____ as
identification and they did not take an oath.

Signature of Notary Public – State of Florida

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