GOAA
SEP 28 2020
Commercial Properties

PERMIT AGREEMENT

THE GREATER ORLANDO AVIATION AUTHORITY, hereinafter referred to as "Authority," by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Company" to conduct business at Orlando International Airport, hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Company**. The name and contact information of the Company hereunder are as follows:

Company Name:	PrimeFlight Aviation Services, Inc.		
Address:	3 Sugar Creek Center Blvd, Suite 450, Sugar Land, TX 77478		
Contact & Title:	Mario Diaz, DVP		
Telephone:	713-302-3911	Fax:	N/A
E-mail	Mdiaz@primeflight.com	Cell:	713-302-3911

Company Financial Billing Contact(s).

Name & Title:	JV Botor, Accounts Payable Manager		
Address:	3 Sugar Creek Center Blvd, Ste 450 Sugar Land, TX 77478		
Telephone:	281-942-6813	Fax:	N/A
E-mail	Jbotor@primeflight.com	Cell:	N/A
E-mail	Primeflightap@avidbill.com		

Company - 24 Hour Emergency Contacts – minimum of 2 contacts required.

Name & Title:	Tim McClelland, General Manager		
Address:	1 Jeff Fuqua Blvd Orlando, FL 32827		
Telephone:	518-339-8830	Fax:	N/A
E-mail:	Tmcclelland@primeflight.com	Cell:	518-339-8830

Name & Title:	Yesenia McClelland, Administrative		
Address:	1 Jeff Fuqua Blvd Orlando, FL 32827		
Telephone:	407-844-5387	Fax:	N/A
E-mail:	Yfernandez@primeflight.com	Cell:	407-844-5387

Company Insurance Contact

Name & Title:	Evan Bragdon, Account Special - AON		
Address:	53 State Street STE 2201 Boston, MA 02109		
Telephone:	617-457-7653	Fax:	N/A
E-mail:	Evan.bragdon@aon.com	Cell:	N/A

Company Authorized Signature Contact
Access Control (all badges and key requests)

Name & Title:	Yanitza Perez, Administrative Assistant		
Address:	1 Jeff Fuqua Blvd Orlando, FL 32827		
Telephone:	407-750-0026	Fax:	N/A
E-mail:	Yperez@primeflight.com	Cell:	407-750-0026

2. **Business to be Conducted**. Company is authorized to perform only those Services at the Airport listed on Exhibit C, attached hereto. Company is not authorized to perform any additional Services at the Airport for the Customers listed on Exhibit C without the prior written approval of the Authority. Company is also not authorized to perform Services for any additional Customers at the Airport without the prior written approval of the Authority.

3. **Consideration.**

(a) **Consideration-Percentage of Receipts.** Company hereby agrees to pay to Authority a percentage of the gross receipts derived from its business at the Airport as specified in **paragraph A-1 of Attachment A** and in accordance with the provisions of Paragraph C of the attached Terms and Conditions ("Percentage Fees"), plus any and all sales or use taxes thereon.

(b) **Consideration – Other Fees and Charges**. As a condition to being authorized to engage in business at the Airport, Company shall submit the following with a fully executed original of this Permit Agreement:

(1) Administration Fee – $250.00

(2) Annual Airport Access Fee: $1,500.00

All payments due hereunder shall be remitted to the Chief Financial Officer, Greater Orlando Aviation Authority, P.O. Box 864634, Orlando, Florida 32886-4634; without demand, set-off or deduction. In the event that the initial term of this Agreement shall be less than a full calendar year, the Annual Airport Fee shall be prorated on a per-diem basis.

4. **Term**. This Agreement is effective, from the Effective Date (as defined in **paragraph A-2 of Attachment A**), for the period stated in **paragraph A-2 of Attachment A** (the "Initial Term"), and shall automatically renew after the expiration of each preceding term for an Additional Term of one (1) year commencing on the date of expiration of the prior term, unless sooner terminated in accordance with the terms and provisions hereof. Company shall pay the then current Annual Airport Access Fee on or before the commencement of each renewal term, as a condition of such renewal. The Authority shall have the right to adjust the fees and charges as set forth in this agreement at such times as, and in amounts corresponding to, any adjustment made by the Authority to other similar agreements. Any adjustments in fees and charges shall be effective on the date specified by the Authority, which date shall be at least thirty (30) days after general publication, or notice to Company, of such adjusted rates. The Authority shall have the right to terminate this Agreement on fifteen (15) days notice if Company refuses or fails to comply with such adjustment, which refusal or failure continues through the end of such fifteen (15) day notice period. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Agreement prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of its intention to do so.

5. **Amount of Insurance Required**. Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs F (1) and F (2) hereof. The amounts of coverage are specified in **paragraph A-3 of Attachment A.**

6. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph M of the Terms and Conditions attached hereto is shown in **paragraph A-4 of Attachment A.**

7. **Additional Terms and Conditions**. Company does hereby further agree to abide by all of the Terms and Conditions attached hereto. Special terms and conditions are shown in **paragraph A-5 of Attachment A.**

8. **Amendments.** Amendments to this Agreement may be made by a revision of Attachment A and executing a numbered and dated letter of amendment.

PRIMEFLIGHT AVIATION SERVICES INC.

By: _____

Title: EVP/Sec/GC

Date: 10/06/2020

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Phillip N. Brown, A.A.E.
Chief Executive Officer

Date: 10-12-2020

ATTACHMENT A

PERMIT AGREEMENT

A-1. PERCENTAGE OF RECEIPTS

Company will pay **10%** of its Gross Receipts to Authority for any month in the period in which this agreement is in effect. All such payments shall be due on or before the fifteenth (15th) day of the month following the month in which such Gross Receipts were received. The obligation of Company to make the payments required by this Permit Agreement shall survive any termination or expiration hereof.

On or before the fifteenth (15th) day of each calendar month, Company shall deliver to Authority a monthly report, the form of which is attached hereto as Exhibit A, signed by an officer of Company and setting forth Company's Gross Receipts.

A-2. TERM. The period of use permitted under this agreement will be October 1, 2020 (the "Effective Date") through September 30, 2021.

A-3. INSURANCE REQUIREMENTS

The minimum coverage required is:

Commercial General Liability	**$5,000,000 if operating on the AOA / $1,000,000 if not**
Automobile Liability	**$5,000,000 if operating on the AOA / $1,000,000 if not**
Workers Compensation	**As required by the laws of Florida**
Employer's Liability	**$100,000 each accident, $500,000 disease-policy limit and $100,000 disease-policy – each employee**

Evidence of current coverage is to be kept on file with the Authority

A-4. AMOUNT OF SECURITY DEPOSIT

The security deposit amount to be paid and maintained hereunder shall be the greater of $2,500.00 or the highest aggregate amount anticipated to be payable to Authority hereunder, as determined in the reasonable discretion of Authority, in any three months of the term hereof. Authority may use historical information in estimating future payments.

A-5. SPECIAL CONDITIONS

1. Company shall promptly notify the Authority of its desire to perform any additional Services or to perform Services for any additional Customers. Company shall file a permit application with the Authority for each new Service it wishes to perform. Company may not perform any additional Services or perform Services for any additional Customers without prior written approval of the Authority.

2. Such notification shall be on Company's letterhead, accompanied by a letter from Company's customer on customer's letterhead, acknowledging the engagement of Company, setting forth the contract period, and describing the type of service to be provided.

3. Company agrees to comply with any and all applicable provisions of the Authority's Minimum Standards for Aeronautical Service Operators, as amended from time to time and posted on the Authority's website, www.orlandoairports.net, under the "Business" section.

4. Company acknowledges that the execution of this Permit Agreement by Authority does not guaranty that all or any of Company's employees will be issued security badges required to access certain Airport property. Company acknowledges that Company and its employees must comply with all security and badging requirements at the Authority, as such exist from time to time.

5. Notwithstanding any Authority Policies and Procedures to the contrary, Company properly operating as a service provider at the Airport shall not be required to pay the Authority 10% of Gross Receipts, *Attachment A-1, Percentage of Receipts*, received in connection with the performance of services for any Airline or its Identified Affiliate (identified on the attached Exhibit "B", and as amended from time to time), while such Airline is party to a Rate and Revenue Sharing Agreement and is not in breach thereof. Company shall pay the 10% Gross Receipts if work is performed for any other airline.

6. Company will be required to provide a security deposit if work is performed for any airline other than the Airlines or their Identified Affiliate listed on the attached Exhibit "B", as amended from time to time.

7. Attached hereto as Exhibit C is Company's list of Customers for whom it is authorized to perform Services. Additional Services or Customers, if any, may only be authorized by prior Amendment to this Permit approved in writing by the Authority.

GREATER ORLANDO AVIATION AUTHORITY

TERMS AND CONDITIONS OF PERMIT AGREEMENT

A. **Company's Property**. Any and all property belonging to, or brought onto the Airport by, Company or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Company.

B. **Rules and Regulations**. Company covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. Company further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Company or the Airport. Company agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Company of any applicable security regulation at the Airport, which payment shall be made by Company within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Company's responsibility hereunder.

C. **Percentage Fees**. In the event that the consideration to be paid under Paragraph 3 hereof is based in whole or in part on a percentage of Company's "Gross Receipts," such term as used herein shall mean all amounts billed or received by Company or any agent of Company from its business at the Airport, excluding only (i) the amount of all credits and refunds to customers actually made by Company, (ii) the amount of any federal, state or municipal sales or other similar taxes separately stated to and paid by customers of Company now or hereafter levied and imposed and (iii) the proceeds from the sale of capital assets. If Company shows the percentage of Gross Receipts payable to Authority as a separate charge to Company's customers, then this separate charge must also be included in Company's Gross Receipts.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Company for goods or services is not assessed, charged or collected, irrespective of the reason therefor, then the amount of Company's customary charge therefor shall nevertheless be included in determining Gross Receipts. All computations in the determination of Gross Receipts shall be made in accordance with the terms of this Agreement.

On or before the fifteenth (15th) day of each calendar month during the term hereof and of the calendar month immediately following the end of the term, Company shall deliver to Authority a statement signed by an officer of Company, in such form and with such detail as Authority may reasonably request, setting forth Company's Gross Receipts (as the same are hereinbefore defined) during the preceding calendar month, and separately identifying all receipts derived by Company during such month which have been excluded from the computation of Gross Receipts, together with payment of the Percentage Fees due by reason thereof.

Company shall maintain complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards, of all receipts with respect to its business at the Airport in a form consistent with generally accepted accounting principles. Such books and records of the Company shall contain itemized records of all amounts billed or received by the Company from its operations at the Airport or otherwise hereunder. The Company shall supply to the Authority, within thirty (30) days of the Authority's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the Authority may reasonably request for the purpose of determining the accuracy of the Gross Receipts reported by the Company. In addition, the Company shall account for all revenues of any nature related to transactions in connection with this Agreement entered into at the Airport or otherwise hereunder in a manner which segregates in detail those transactions from other transactions of the Company and which supports the amounts reported to the Authority in the Company's monthly Gross Receipts reports prepared in accordance with Paragraph 3-a. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control even where this Agreement references such principles or standards.

Such records may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the Authority at its offices, (b) a computer run hard copy, or (c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader. Records maintained by the Company in the form of electronic media shall be provided to the Authority in electronic read only form compatible with computers utilized by the Authority if requested in such form by the Authority. The Chief Executive Officer may require the Company to provide any other records the Chief Executive Officer determines, in his or her opinion, are necessary to enable the Authority to perform an accurate audit of the Company's Gross Receipts hereunder. Such records shall be provided within thirty (30) days of the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the Authority. All such original books and records shall upon reasonable notice from Authority be made available at the offices of the Authority, for inspection, examination or audit by Authority through its duly authorized representatives at any time for up to three (3) years after the calendar year to which such books and records pertain; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the Authority, or any claim is made or litigation is commenced relating to this Agreement by the Authority, such books and records shall continue to be maintained by Company, and Authority shall continue to have the right to inspect such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). Any such inspection will be conducted during reasonable business hours and in such a manner and at such time as to not unduly interfere with the conduct of Company's business.

Should the Company not wish to make its original books and records available for inspection at the Airport, the Company shall have the option of having representatives of the Authority inspect the Company's books and records at a location where the Company maintains its records within forty five (45) days of Authority's request to inspect Company's books and

records. Should the Company elect to have the inspection, examination or audit performed at a location outside the limits of the City of Orlando or the limits of Orange County, the Company shall pay the Authority for travel expenses incurred in connection with such inspection, examination or audit in accordance with the Authority's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the Authority shall bill the Company for such travel expenses and the Company shall promptly pay such bill. Authority shall further have the right, upon reasonable written notice to Company, to cause an audit to be made of the books and records of Company and its assignees and agents which relate to its operations at the Airport to determine the correctness of the Percentage Fees paid by Company hereunder. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Company shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Company also shall lend such assistance and support freely to the Authority as the Authority may reasonably request in the conduct of any inspection, examination or audit as the Authority deems necessary. If, as a result of such audit, it is established that Percentage Fees have been underpaid to Authority, Company shall forthwith, upon written demand from Authority, pay the difference to Authority, together with interest thereon at the rate of eighteen percent (18%) per annum from the date such amount or amounts should have been paid. Further, if such audit establishes that Company has understated and underpaid the total Percentage Fees due hereunder during the audit period by two percent (2%) or more, then the entire expense of such audit shall be borne by Company.

D. **Indemnification**. Company agrees to indemnify, defend and hold completely harmless Authority and the City, and the members (including, without limitation, members of the Authority's Board and the City's Council, and members of the citizens advisory committee of each), officers, employees and agents of each, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of Authority or the City, or any injury to or death of any person, in either case, resulting from or arising out of the Company's use, occupancy, or maintenance of the property of Authority or the City or any improvements thereto, Company's operations thereon, or the acts or omissions of Company's officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Company or its officers, agents, employees,

contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of Company to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by Company. The provisions of this Paragraph D shall survive the expiration of earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

The foregoing provisions of this Paragraph D are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Company under this Agreement.

E. **Waiver of Damage**. Company hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or on the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents or employees.

F. **Insurance Requirements**. Company shall, at its own cost and expense, purchase and maintain throughout the term of this Agreement the following insurance:

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Greater Orlando Aviation Authority and the City of Orlando, and the members (including, without limitation, members of Authority Board and the City Council, and members of the citizens advisory committees of each), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Airport, and, in such form and with such company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Paragraph 5 hereof, with a deductible reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority and the City, with contractual liability coverage for Company's covenants to and indemnification of the Authority and the City under this Agreement, and with the insurance company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority and the City. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

(2) Workers compensation insurance as required by the laws of Florida; provided, however, that Company may self-insure its workers compensation liability, if in compliance with Florida law. Employers Liability coverage is also required with limits of liability not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease-each employee.

At least three (3) business days prior to the commencement of the term of this Agreement and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Company, Company shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

G. **Assignment**. Company shall not assign this Agreement or any of the rights granted to it hereunder without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

H. **Default**. In the event that Company shall fail to remit any payment due to Authority under Paragraph 3 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Agreement and such violation continues or reoccurs after Authority has given written notice thereof to Company, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 3 of this Agreement due and payable forthwith; or Authority may elect to terminate this Agreement. In addition, Authority shall have any and all other rights or remedies available to it under the applicable laws of the State of Florida by reason of any such default.

I. **Costs and Attorneys' Fees**. In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Company, or in the event the Authority is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Company shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

J. **Notice**. Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by electronic mail or by hand to the Company, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Agreement or such other address as Company may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by electronic mail or by hand to the Office of the Chief Executive Officer, Orlando International Airport, Orlando, Florida, provided Company obtains a written acknowledgment of receipt

therefor from Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Greater Orlando Aviation Authority
Attention: Chief Executive Officer
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

or such other address as Authority may request from time to time.

K. **Sums Paid by Authority**. If Authority has paid any sum or sums or has incurred any obligation or expense which Company has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional charges due hereunder and Company shall reimburse Authority therefor promptly upon demand.

L. **Interest on Sums Due Authority**. Any sums payable by Company to Authority under any provision of this Agreement which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until paid.

M. **Security Deposit**. In the event that a security deposit is required under Paragraph 6 hereof, Company shall deposit such sum with Authority upon execution of this Agreement, and such sum shall be retained by Authority as security for the faithful performance of Company's obligation hereunder. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Company. In the event that all or any portion of the security deposit is so applied, Company shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Company's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Agreement. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Company, without interest, within sixty (60) days after the end of the term of this Agreement. The Authority will not pay interest on any security deposit.

N. **Authority's Reserved Rights.**

(1) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

(2) Company covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Company shall promptly consent in writing to such modifications.

O. **Discrimination Not Permitted.**

(1) Company, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Airport under the provisions of this Agreement; and (b) that Company shall use the Airport in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Company shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Company agrees that it will adopt any such requirement as a part of this Agreement.

(2) If Company shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Company shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

(3) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, Company assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Company also assures Authority that it will require its

covered suborganizations to provide written assurances to the same effect and provide copies thereof to Authority.

(5) Company assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. Company also assures Authority that it will require any contractors to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Company's operations under this Agreement.

P. **Federal Aviation Administration Requirements.**

(1) Company shall comply with all applicable regulations of the Transportation Security Administration relating to Airport security and shall prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Airport, 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, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Company expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Airport in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Company agrees to require any lights in the Airport to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Company expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Company agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The

Company also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

Q. **Hazardous Materials.**

(1) **Definitions**. As used herein, the following terms shall have the meanings hereinafter set forth:

i. "**Environmental Laws**" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. "**Hazardous Materials**" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "**Hazardous Material**" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. **Section**s 9601, et seq.) ("**CERCLA**"), or pursuant to Chapters 376 and 403, Florida Statutes; any "hazardous waste" listed pursuant to **Section** 403.72, Florida Statutes, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

iii. "**Release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Company's Agreement**. Company agrees that neither it nor its officers, agents, employees, contractors, subcontractors, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Company may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

(3) **Environmental Indemnity**. Company shall indemnify, defend and hold harmless the Authority and the City from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by Company of its obligations contained in subparagraph Q(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to Company, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Company's operations to determine whether Company has breached its obligations under subparagraph Q(2) above. Company shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Company.

R. **Miscellaneous.**

(1) The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Company hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) Company represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Company to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

(9) As required by Florida law, Authority hereby includes the following notifications as part of this Agreement:

> RADON GAS: 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 public health unit.
>
> PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of $35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

(10) Company hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court for the Middle District of Florida with respect to any action instituted by the Authority and arising against Company under this Agreement, and waives any objection which Company may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Company under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Phillip N. Brown, A.A.E.
Chief Executive Officer

Date: 10-12-2020

PRIMEFLIGHT AVIATION SERVICES INC.

By: _____

Name: R. Allen Ashcraft, Jr.

Title: EVP/Sec/GC

Date: September 23, 2020

EXHIBIT A
PERMIT AGREEMENT
GREATER ORLANDO AVIATION AUTHORITY
Monthly Activity Worksheet

Company Name: _____

Reporting Person's Name: _____

contact info - e-mail & phone #: _____

Date: _____

Reporting Month: _____

Report and payment are due on or before the 15th of the month following the month gross receipts are received.

Customer Name	Gross Receipts	Gross Receipts (exempt) 10% NOT applicable	Gross Receipts (non-exempt) 10% applicable
Non-Exempt Customers			
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
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	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
Exempt Customers			
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
	$ -	$ -	
Total Gross Receipts	$ -	$ -	$ -
		10% of Gross Receipts Due to the Aviation Authority	$ -

Make Checks Payable to: Greater Orlando Aviation Authority

Payment Mailing Address: Greater Orlando Aviation Authority
Attn: Finance Dept.
P.O. Box 864634
Orlando, FL 32886-4634

Please send Gross Receipts Reports to the following e-mail address.

general GOAA Finance e-mail address: GOAA-AR-Reporting@goaa.org
GOAA Finance Contact: 407-825-2300

EXHIBIT B
September 1, 2020

PARTICIPATING AIRLINES

1. Air Canada
2. Aerovias de Mexico S.A. de C.V. d/b/a Aeromexico
3. American Airlines
4. Bahamasair
5. British Airways
6. Compania Panamena de Aviacion S.A. d/b/a Copa
7. Delta Air Lines
8. Frontier Airlines
9. JetBlue Airways
10. Silver Airways
11. Southwest Airlines
12. Spirit Airlines
13. United Airlines
14. Virgin Atlantic Airways
15. WestJet

IDENTIFIED AFFILIATES

1. AeroMexico Connect - AeroMexico Affiliate
2. Air Canada Rouge - Air Canada Affiliate
3. Endeavor Airlines – Delta Air Lines Affiliate
4. Envoy d/b/a American Eagle – American Airlines Affiliate
5. GoJet Airlines – Delta Airlines Affiliate
6. Republic Airways d/b/a American Eagle – American Airlines Affiliate

EXHIBIT C
Approved Services and Approved Customer List

COMPANY: PRIMEFLIGHT AVIATION SERVICES, INC.

TERM: October 1, 2020 - September 30, 2021

APPROVED SERVICE(S)	APPROVED CUSTOMER(S)
Aircraft Cabin Appearance & Disinfection	SouthWest Airlines
	Spirit Airlines
Aircraft Exterior Cleaning	SouthWest Airlines
	Spirit Airlines
	Frontier Airlines
	JetBlue Airlines
Facilties Cleaning	SouthWest Airlines
Aircraft Cabin Appearance	Frontier Airlines
	JetBlue Airlines
Aircraft Carpet Cleaning	JetBlue Airlines

Prime Flight Aviation Services)

By: _____

Title: EVP/Sec/GC

Date: 9/23/2020

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Phillip N. Brown, A.A.E.
Chief Executive Officer

Date: 10-12-2020