



Request for Proposals – Parking Management Services

Addendum 2

October 7, 2026

Following the pre-proposal conference on Tuesday, September 22, 2026, five parties submitted written questions and requests for clarifications by the deadline of Tuesday, September 29, 2026, by 12pm ET. Below are [responses](#) to those questions and [clarifications](#).

Clarifications:

1. RFP Section 1.2 (Submission): All proposals must be submitted electronically as a single, consolidated document and not a series of attachments.
2. RFP Section 3.1.4.B: The intra-lot on demand shuttle services may be conducted with a mobile cart (e.g., golf cart) and not a shuttle bus.
3. RFP Section 3.1.4.G (new): Submit an operating budget for the operational plan/staffing plan that accounts for the anticipated first full year of reimbursable operating expenses (and capital outlays, if any) as well as an estimated escalator percentage for future years.
4. The pre-proposal conference sign-in sheet is **included as an attachment.**
5. The pre-preproposal conference presentation is **included as an attachment.**
6. The “concession” agreement for the current parking Concessionaire is **included as an attachment.**
7. By virtue of the nature of a “concessions” agreement, certain parking related information is not required by Blue Grass Airport under the current agreement, nor otherwise provided by the current parking Concessionaire, therefore it cannot be made available for the purposes of this Addendum 2. Questions or requests for clarification related to this Addendum 2 Clarification are answered by “See Clarification #7”.

Questions:

1. Please provide a copy of the current parking/valet employee schedule. [See Clarification #7.](#)
2. Please provide a copy of 2026 (January- August) Salaries and Wages for all parking and valet employees including tips. [See Clarification #7.](#)
3. Please provide a copy of the 2025 and 2026 operating budgets for the current parking and valet operator. [See Clarification #7.](#)
4. Will the operator's management fee be expected to cover all operating expenses incurred by the operator? [No. The operating expenses are separate reimbursables. See Agreement Section 8.](#)
5. Are there any reimbursable costs? [See Agreement Section 8.](#)
6. Please share the snow removal costs for 2025 and 2026. [See Clarification #7.](#)
7. Please share the luggage cart budgeted costs for 2025 and 2026 . [The luggage carts are provided free of charge to the customers. The selected parking management company will be responsible for collecting the carts throughout the day and returning them to the two \(2\) designated cart corrals and reporting any damaged carts to the Authority.](#)
8. Can we use the airport's logo in the proposal? [Yes.](#)
9. Is there a page limit? [No. But the request is to submit a proposal that is reasonably-sized for the evaluator to review and process the information.](#)
10. General: Is there a bid bond associated with this RFP and if so, in what amount? [No.](#)
11. General: Is there a file size limit on the proposal submittal files? [Yes. 25MB.](#)
12. RFP Page 4, Item 2.3: Is the "Gross Parking Revenue Reported" listed on the chart inclusive or net of validations, sales and use taxes, and credit card fees? [Yes. It is a "gross" number.](#)
13. RFP Page 5, Item 3.1.3: Are there minimum experience requirements for this opportunity? [See RFP Section 3.1.3. The experience levels in each subject area will be evaluated.](#)
14. Sample Agreement, Page 9, Article 9.1: The RFP does not mention a performance bond. Is the performance bond outlined in this section still applicable? [The performance bond is applicable for the selected parking management company.](#)
15. Sample Agreement, Page 11, Article 11.5, Operations Manual: Would the Board consider setting the SOP deadline to 90 days after operations begin? This would allow us to provide a more experienced, relevant document? [The operations manual will be a living document, so updates and revisions are anticipated over time. However, it is essential for the Board to know how the selected parking management company will operate in advance of the effective date.](#)

16. Sample Agreement, Page 12, Article 11.10, Daily License Plate Inventory: Does the current TIBA system generate a real-time license plate inventory (LPI) report? If so, is a daily license plate inventory still required? If it remains a requirement, does the airport supply the necessary equipment for daily LPI capture, or is the Manager responsible for providing it? [Daily license plate reading inventory will not be required initially. However, the Authority may ask for ad hoc requests from time to time.](#)
17. General: Please provide the annual number of paid transactions corresponding to the revenue figures provided for 2024-2026 for both self-parking and valet parking operations. [See Clarification #7.](#)
18. General: Please provide the annual enplanements figures corresponding to the revenue figures provided for 2024-2026. [2024: 736,296; 2025: 805,503; 2026: 821,112.](#)
19. General: Please provide the average number of overnight cars (average nightly inventory) for valet parking for the years 2024-2026. [See Clarification #7.](#)
20. General: Please specify the Airport's share of revenue from the concession agreement for the years 2024-2026. [See the concession agreement for the current parking Concessionaire.](#)
21. General: Will the Manager be required to maintain and/or provide any EV equipment? [The only EV equipment is on the third level of the garage and will be maintained by the Authority, unless Authority includes such services in the selected parking management company's reimbursable operating expenses budget at a future date.](#)
22. General: Is there an ACDBE goal for this agreement? If so, what is that goal and how is it measured? [There will be; however, DOT just issued its "final rule" on September 25, 2026, with no actions to take place until DBE reevaluations are completed. Therefore, ACDBE goals will not be determined until 2027. At that time, Authority will work with the selected parking management company on goals and good faith efforts.](#)
23. How many annual flight crew semi-annual and annual passes are sold? [See Clarification #7.](#)
24. What is the average length of stay and average ticket price for a valet parker? [See Clarification #7.](#)
25. Did the Airport previously operate an airport-wide shuttle program and if so, what were the reasons for terminating the program? [No.](#)
26. What is the current valet parking technology being used by the operator? Are there fees being passed onto the customer? [TEZ. The Authority has been paying for the monthly charges.](#)
27. During the pre-bid meeting, it sounded as if the Airport only wanted a 1-year budget/proforma, please confirm if we need to provide a 1-year or 5-year proforma as stated in the RFP? [See Clarification #3 above.](#)

28. Who is the merchant of record and where does the Airport want the credit revenue to be deposited? [See Agreement Section 6.5. Deposit information will be supplied to the selected parking management company.](#)
29. Should the operator include the annual cost of TIBA's software in our proposed budget? If so, what is the annual cost? [No. The Authority will be responsible for the annual cost.](#)
30. Should the operator include the annual cost of TIBA's maintenance agreement in our proposed budget as well as non-warranty repairs? If so, what is the annual cost? [No. The Authority will be responsible for the annual cost.](#)
31. Are there any agreements in place that will be assigned to the new parking operator during the transition period, if so, who are they and can you supply a copy of said agreements? [There are no separate agreements to assign to the selected parking management company in the transition period.](#)
32. RFP states the Airport purchased a reservation program. Please provide more details about the reservation program the Airport purchased, as stated in the RFP. Is the program managed by TIBA or a third party, and if so, who? [The reservation system is not implemented yet. Proposers may submit information on their reservations platform for consideration.](#)
33. What is included in the current scope of the reservations product/program, e.g., reservations only or reservations plus commercial management and/or dynamic pricing? [See Q32 above.](#)
34. Please provide a breakdown of Gross Revenue by lot and valet for the previous 12-month period or fiscal year. [See Clarification #7.](#)
35. Is the PARCs system currently under an SA with TIBA? If so, please provide the annual cost. Who owns/pays for the TIBA software layer (portal, scan-to-pay, upcoming reservation system) going forward? Does the incoming operator inherit that licensing cost, or does LEX retain that contract directly? [The Authority will be responsible for the annual cost.](#)
36. Please provide more detail on the luggage cart program, specifically outlining the operator's responsibilities in managing it. [See Q7 above.](#)
37. Will the airport provide a utility vehicle (pickup truck) to facilitate the maintenance routine for the facilities, or should the bidder include the cost as a reimbursable expense in the proposed budget? [The Authority will not be providing a pickup truck. If Proposers believe a pickup truck would be necessary, Proposers may include that in their submittals.](#)
38. Many costs associated with managing the LEX parking facilities are subjective and can vary from operator to operator. Will the airport provide a line-item form for the bidders to use for their budget submission? [No. Each Proposer will provide its viewpoint of what operating expenses it believes would be necessary to manage this agreement.](#)
39. The Sample contract (page 12, 11.10 Daily License Plate Inventory) states the Manager must perform a daily LPI. Will the successful bidder be required to provide the LPI system or will they be able to use the existing system that may currently be in use? [See Q16 above.](#)

40. Will the cost of the Performance Bond or Letter of Credit required in section 9.1 of the Sample Agreement be considered a reimbursable expense? [See Agreement 8.1.2.c. Yes, to the extent it is a cost specific to coverage for LEX and not associated with other properties. If the performance bond cost includes others, then a prorated cost would be reimbursable.](#)
41. Will the cost of the vehicle for the “Intra Shuttle Program” be a reimbursable cost or should it be included in the proposed fee? [The vehicle would be a reimbursable expense. Also, see Clarification #2 above.](#)
42. Please confirm if workers compensation expense is a reimbursable cost or if it should be included in the management fee? [See Agreement 8.1.2.c. Yes, it is reimbursable to the extent coverage is directly associated with LEX. In all likelihood, it would be a prorated amount of that cost.](#)
43. Does LFUCAB or the Airport IT network have a maximum file size restriction for incoming email attachments (e.g., 10MB or 25MB)? [See Q11 above.](#)
44. Please provide the latest inventory of parking spaces by facility, including ADA, EV, reserved, employee, valet, and overflow spaces. [See RFP Exhibit 1 and Agreement Section 3.2.](#)
45. Please provide current parking and valet rates, operating hours, validation programs, discounts, and complimentary-parking policies. [Current rates are: Valet-\\$25, Short Term-\\$17, Long Term-\\$14 \(Overflow when needed-\\$14\). Validations are provided by Admin \(vouchers\) and there are no discounts at this time.](#)
46. Please provide current staffing levels, schedules and wage rates If available. [See Clarification #7.](#)
47. Please provide historical operating expenses, staffing costs, and ancillary-service revenue for at least the past two fiscal years if available. [See Clarification #7.](#)
48. Please provide monthly revenue and transaction data by parking product and payment type for the past two years. [See Clarification #7.](#)
49. Please provide information about the overflow lot and how many days it was utilized last fiscal year. [See Clarification #7.](#)
50. Please clarify whether the five-year pro-forma should assume existing rates or include recommended rate changes and dynamic pricing. [The Authority will determine public parking and ancillary services rates paid by customers. The Authority will collaborate with the selected parking management company on future rate decisions to be made by Authority.](#)
51. Please confirm which expenses are reimbursable operating expenses versus costs included in the management fee. [See Agreement Section 5 versus Section 8. No operating expenses are included in the management fee.](#)
52. How will the Airport evaluate different compensation structures, such as fixed fee, incentive fee, revenue share, or user-paid convenience fee? [That methodology is at the discretion of the evaluation committee to act in the best interest of the Authority.](#)
53. Please provide a detailed TIBA equipment inventory, software versions, licenses, warranties, maintenance agreements, and recurring costs. [The Authority will be responsible for the annual cost.](#)

54. If a service agreement is in place, is it with the Airport or the Operator? TBD. Likely with the Authority unless delegated to the parking management company and reimbursed through the operating budget.

55. Which systems are integrated with PARCS, TEZ valet, payment processing, accounting, reservations, loyalty, and Airport reporting? No. The Authority would be interested in Proposers' suggested and/or offered platforms.

56. Please clarify responsibility for equipment maintenance, replacements, PCI/P2PE upgrades, connectivity, and system outages. For parking-related equipment, the Authority will be responsible financially, but the parking management company may be responsible to facilitate the maintenance through a third-party contractor.

57. Is a mobile inventory system being used at night or is the TIBA System providing the LPR inventory and car count? LPR is not currently required; however, the Authority may elect to implement LPR technology later.

58. What are the required service levels for assisted transport within the parking facilities? Frequency is occasional. Service is on demand.

59. Please clarify how liability is calculated for equipment failure, unaccounted transactions, lost revenue, and force-majeure events. See Agreement Sections 6, 15, 19, and Exhibit C, etc.

60. Can the performance bond or letter of credit requirement—two months of projected gross revenue—be reduced or capped? The requirement amount will vary from year to year depending on the projected annual gross revenues forecasted and the bond/LOC will be set for each particular year based upon that year's forecasted gross revenues.

61. Please confirm required insurance limits. See Agreement Section 20.

62. Should pricing for parking, valet, luggage carts, and ancillary services be submitted separately and as a combined option? See pre-proposal conference presentation on potential options. The management fee may be submitted as one lump sum, tiered, include a user-convenience fee component, and/or as separate management fees for each service.

63. Please confirm whether interviews add up to 30 points beyond the published 100-point evaluation. See RFP Section 4.2. The interview points would be added to the evaluation criteria points.

64. 11.20. Snow Removal. Manager shall act promptly to prevent or adequately address the accumulation of snow and ice within the Facilities, including but not limited to the adjacent sidewalks and the roof of the Parking Structure, and shall remove any accumulated snow and ice as expeditiously as possible. Is the Operator required to remove all snow over 2" from the roof and relocate the snow to another area? If so, what equipment is required for the removal through the garage? How is snow removal from the roof currently being performed? The Authority may perform this service in-house; however, the parking management company would be required to observe and report accumulated snow.

65. 11.21 Maintenance of Facilities, Fixtures, Furniture and Equipment. Such maintenance by Manager of the Facilities shall include, but not be limited to, changing light bulbs, pavement seal coating, and periodic striping of parking spaces so that such spaces are clearly marked and easily visible at all times. Are these items intended to be provided in the proposed budget? What vehicles

are the current operator utilizing? i.e. Service vehicle, utility golf cart, shuttle cart for long-term parking lot. Yes. These would be reimbursable operating expenses. The current parking Concessionaire does not have vehicles.

66. May an airport-experienced company submit as the prime proposer and identify VOG as its proposed valet subcontractor? What approvals or subcontractor information would be required? Yes. While the Authority is seeking an experienced, full-service parking management company with the ability to perform all the services listed, if a parking management company is interested in subcontracting valet services, then such an arrangement could still qualify. A statement of intent by the parking management company to use the subcontractor, if selected, would be required. No formal subcontractor documents would be necessary at this time.

67. If VOG were the prime proposer, could airport-client references belonging to a disclosed operating subcontractor satisfy Section 1.3, or must those references belong to the prime proposer itself? The Authority expects that the prime proposer can perform all scopes of work included in the RFP.

68. For a joint-venture proposer, may a member's airport-client references satisfy Section 1.3? All references will be evaluated.

69. Must all three references required by Attachment D be similarly sized airport clients, and how does the Airport define "similarly sized"? Not all references must be similarly sized airport clients but that is preferred. "Similarly sized" means a U.S. commercial airport with a similar enplanement level as LEX.



Parking Management Services - Request for Proposal

Pre-Proposal Meeting

Tuesday 9/22/26, 12:00PM

Hybrid In-Person and Virtual

Name	Organization	Email Address
Bill Mayo	RPS	Bill.Mayo@REIMAGINDDPARKING.COM
GEORGE NEMES	ACE PARKING	GNEMES@ACEPARKING.COM
Constance Smith	RPS	Constance.Smith@republic
Michael McCann	The Car Park	mmccann@thecarpark.co.uk
Michael Scann	Metropolis / SE Plux	MScann@metropolis.io
Brian Doherty	LAZ Parking	bdoherty@lazparking.com
CHRIS Howley	LAZ PARKING	chowley@LAZPARKING.COM
Don Bask	BGA	JP-FINN
Jennifer Rattliff	LEX	jrattliff@bluegrassairport.com
Julian Augustus	LEX	jaugustus@bluegrassairport.com



Virtual Attendees

Parking Management Services - Request for Proposal

Pre-Proposal Meeting

Tuesday 9/22/26, 12:00PM

Hybrid In-Person and Virtual

Name

Organization

Email Address

• Greg Simmons

Organization
Republic Parking

• Melissa Juillerat

LA2 Parking

Scott Hill

Parking Systems

Steve Hernandez

The Car Park

Elizabeth Connolly

Republic Parking

Jonathan Baron

Parking Systems

• Ashby Russell

Ace Parking

• Kelly Redfern

metropolis

Jackson Lockhart

Laz Parking

11. 11.11.2019

7. _____

RFP: LEX Parking Management Services

Pre-Proposal Conference – September 22, 2026



Future LEX

Pre-Proposal Conference

AGENDA

Airport Administration Offices

- 12:00: Sign-ins
- 12:05: Introductions
- 12:10: Overview of current operations and facilities
- 12:20: Overview of the Request for Proposals and Key Provisions of the Sample Agreement
- 12:40: Questions & Answers

Walking Tour

- 1:00: Tour of the Facilities
- 1:40: Questions & Answers
- 1:55: Wrap up

**All questions (or clarifications) by potential proposers will need to be formalized and submitted in writing following the pre-proposal conference. No answers by Authority will be binding until provided in writing.*

Pre-Proposal Conference

INTRODUCTIONS

- Travis Crilly, A.A.E.
 - Vice President, Commercial Development
 - tcrilly@bluegrassairport.com
- Jennifer Ratliff
 - Landside Manager
 - jratliff@bluegrassairport.com
- Dan Benzon
 - BAC, Business & Finance Consultant
 - Dan.Benzon@benzongroup.com
- Around the room and virtually attending...

Pre-Proposal Conference

OVERVIEW – CURRENT OPERATIONS AND FACILITIES

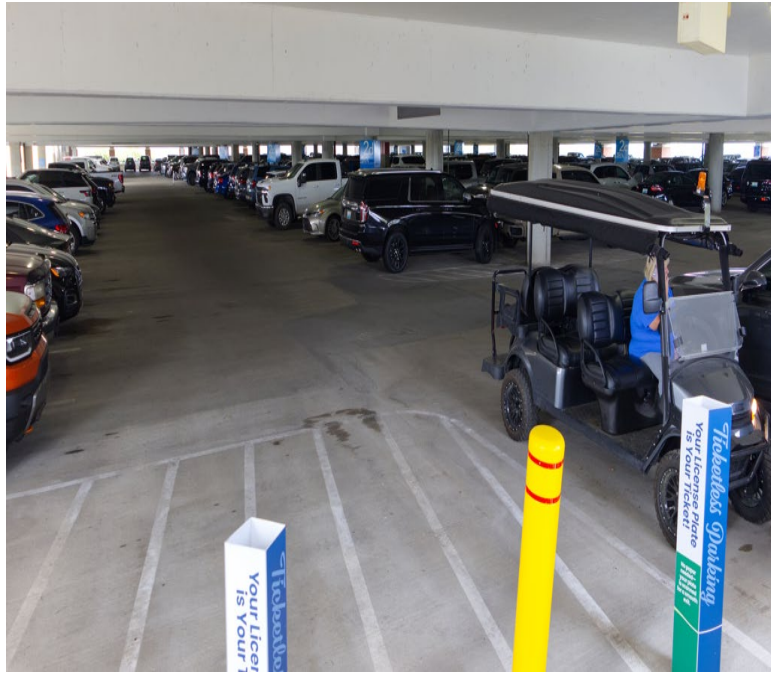
- Current Concessionaire: Republic Parking System (Reimagined Parking)
 - Public Parking and Luggage Cart Rental Concession Agreement (not a management agreement)
 - Term expiration: June 30, 2027
- Public Parking Lots (Short Term, Long Term, Long Term (new))



Pre-Proposal Conference

OVERVIEW – CURRENT OPERATIONS AND FACILITIES

- Public Parking Garage (Levels 1, 2, and 3)



Pre-Proposal Conference

OVERVIEW – CURRENT OPERATIONS AND FACILITIES

- Valet Lot and Booth



Pre-Proposal Conference

OVERVIEW – CURRENT OPERATIONS AND FACILITIES

- Luggage Carts



Pre-Proposal Conference

OVERVIEW – CURRENT OPERATIONS AND FACILITIES

- Equipment



Pre-Proposal Conference

OVERVIEW – RFP

- Concession Agreement → Management Agreement
- Point of Contact – Jennifer Ratliff
- Questions/Clarifications & Submittals – Jennifer Ratliff & Dan Benzon
- Written Questions / Written Answers
- Timeline:
 - Written Questions/Clarifications due – September 29th
 - Responses from Authority posted – October 6th
 - Proposals due – November 13th
 - Interviews (if conducted) – TBD (in-person / virtual)
 - Commencement – July 1, 2027

Pre-Proposal Conference

OVERVIEW – RFP

Proposal Format & Content

- Cover letter
- Executive summary
- Experience
- Operational plan
- Use of technology
- Financial plan
- ACDBE
- Attachments

Pre-Proposal Conference

OVERVIEW – RFP

Evaluation Criteria and Weights

- 10% Responsiveness to RFP requirements and alignment with Authority
- 20% Parking management experience and references
- 20% Operational plan
- 20% Experience in technology and benefits to Authority
- 30% Financial plan

Pre-Proposal Conference

OVERVIEW – Key Provisions in Management Agreement

- Term: 5 years plus one 3-years option. Option would be an offer from the Authority.
- Facilities to manage:
 - Public parking facilities
 - “Ancillary facilities” (e.g., luggage carts, valet, “other”). Other could include online reservations, loyalty program, other service opportunities.
- Management fee(s). Proposer to offer.
 - May be lump sum or tiered.
 - May vary by service.
 - May be in full or in part, user-paid convenience fee.
- Capital Improvements. No requirement for Proposer to offer.
- Merchant of Record: Initially parking manager. May switch to Authority.
- Performance Fees. Accountability to abide by agreement terms and conditions.

An aerial photograph of a golf course. In the foreground, there's a large green field with a clubhouse and several golf carts. A winding path or road cuts through the middle ground. In the background, there are more golf course features and a city skyline under a clear sky. The image is partially covered by a dark blue geometric overlay on the left side.

THANK YOU

Together, let's design the approach
ahead for LEX.

LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD
BLUE GRASS AIRPORT
PUBLIC PARKING AND LUGGAGE CART RENTAL CONCESSION AGREEMENT

This PUBLIC PARKING AND LUGGAGE CART RENTAL CONCESSION AGREEMENT ("Agreement" or "Concession Agreement"), made and entered into effective as of the 1st day of February, 2016, by and between the LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD ("Board") and Republic Parking System, Inc., a Tennessee Corporation ("Concessionaire").

WITNESSETH

WHEREAS, the Board operates Blue Grass Airport ("Airport"), located in the city of Lexington, Fayette County, Kentucky; and

WHEREAS, public parking facilities and luggage cart rental services at the Airport are essential for proper accommodations of passengers arriving at and departing from the Airport; and

WHEREAS, the Board wishes to grant the right to manage, operate and maintain the Public Parking Facilities and luggage cart rental system at the Airport and has solicited competitive proposals from qualified public parking facility operators for the right to operate such businesses (the "Concessions"); and

WHEREAS, Concessionaire has submitted a proposal, and has been selected by the Board to be awarded the Concessions at the Airport; and

WHEREAS, the Board wishes to award and Concessionaire wishes to accept the Concessions under the terms hereof;

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants in this Concession Agreement and in Concessionaire's Proposal dated July 21, 2015 ("Proposal") which is incorporated herein by reference thereto, Board does hereby award to Concessionaire and Concessionaire does hereby accept from Board certain rights and privileges on and in connection with the Airport, along with the obligations described herein, and Board and Concessionaire do furthermore agree to the following:

ARTICLE 1

DEFINITIONS

Unless the context shall clearly indicate otherwise, the terms defined in this Article shall, for all purposes of this Concession Agreement, have the following meanings. The following definitions shall be equally applicable to both the singular and plural forms of any of the terms defined below.

1.0 “ACDBE” or “Airport Concession Disadvantaged Business Enterprise” shall mean a business, whether it is a corporation, sole proprietorship, partnership, joint venture, or other form of business entity certified as an airport concession disadvantaged business enterprise in accordance with the Regulations of the U.S. Department of Transportation, 49 CFR Part 23.

1.1 “ADA” shall mean the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., now in effect or as the same may be amended.

1.2 “Agreement” or “Concession Agreement” shall mean this written Public Parking and Luggage Cart Rental Concession Agreement which creates rights and obligations of the parties to such Agreement.

1.3 “AICPA” shall mean the American Institute of Certified Public Accountants.

1.4 “Airport” shall mean the airport located in Fayette County, Kentucky, known as Blue Grass Airport, located at 4000 Terminal Drive, Lexington, Kentucky 40510.

1.5 “Board” shall mean the Lexington-Fayette Urban County Airport Board and its employees, agents or representatives.

1.6 “Bond” shall mean the Performance and Payment Bond described in Section 9.8 of this Concession Agreement.

1.7 “Concessions” shall mean the public parking and luggage cart rental concessions at the Airport.

1.8 “Concession Fees” shall mean the greater of the Percentage Payment or the Minimum Annual Guarantee to be paid by Concessionaire to the Board during the first five (5) months of the Term and each Contract Year thereafter pursuant to Section 8.1 hereof.

1.9 “Concession Premises” shall mean the Public Parking Facilities as shown on Exhibit A and the Luggage Cart Concession Premises as shown on Exhibit B.

- 2.0 “Concessionaire” shall mean the signatory to this Concession Agreement that has been granted the Concessions.
- 2.1 “Contract Year” shall mean each twelve (12) month period or portion thereof during the Term of the Concession Agreement beginning on July 1, 2016 or any anniversary thereof during the Term.
- 2.2 “CPA” shall mean a Certified Public Accountant.
- 2.3 “Effective Date” shall mean the date that this Concession Agreement commences.
- 2.4 “Executive Director” shall mean the Executive Director of the Airport or his/her authorized designee.
- 2.5 “Expiration Date” shall mean the date that this Concession Agreement is scheduled to end.
- 2.6 “FAA” shall mean the Federal Aviation Administration.
- 2.7 “Governmental Authority” shall mean any city, county, or state government or the United States Government, and any political division or subdivision or agency or commission thereof which may have jurisdiction to pass laws or ordinances or to make and enforce rules or regulations with respect to the uses hereunder or the Concession Premises.
- 2.8 “Gross Revenues” shall mean, for all purposes hereof, all monies paid or payable to or considerations of determinable value received by or due to Concessionaire, net of discounts and coupons and refunds authorized by the Board, from its operation of the Concessions authorized hereunder, whether for cash or credit, regardless of collection, except for (a) the commissions and/or fees charged to Concessionaire by card issuers for accepting credit card and debit card payments from customers, (b) any taxes imposed by law which are separately stated and paid by the customer to the Concessionaire, and which are directly payable to the taxing authority by Concessionaire, and (c) fees paid directly to service providers providing car detailing services or other Board-authorized services to customers’ vehicles in connection with Concessionaire’s valet parking operation at the Airport, and (d) net revenues received from the rental off luggage carts. Any shortages in revenues collected by the Concessionaire shall be the responsibility of the Concessionaire and shall not be deducted in determining Gross Revenues.
- 2.9 “Improvements” shall mean structures, sidewalks, curbs, driveways, parking areas, fixtures, equipment and any construction, addition, alteration or betterment to real estate or to any existing Improvement on any part thereof that is affixed in such manner that it cannot be easily removed without damaging the property.

3.0 “Initial Term” shall mean the period commencing on February 1, 2016 and ending on the initial Expiration Date.

3.1 “Letter of Credit” shall mean an Irrevocable Bank Letter of Credit drawable on a bank located in Fayette County, Kentucky.

3.2 “Lost Ticket” shall mean a Ticket that is not provided by a customer for exiting from the Public Parking Facilities.

3.3 “Luggage Cart Concession Premises” shall mean the area within the physical boundaries of the property owned or controlled by the Board, provided for the Concessionaire’s luggage cart operations, as set forth on the attached drawing, marked as Exhibit “B”.

3.4 “Luggage Cart Rental System” shall mean luggage carts and cart rental/return and cart return stations.

3.5 “Minimum Annual Guarantee” shall mean the minimum annual Concession Fees to be paid by Concessionaire under this Concession Agreement.

3.6 “NPDES” shall mean National Pollution Discharge Elimination System Program.

3.7 “Option Term(s)” shall mean the renewal period(s) of the Concession Agreement, if exercised.

3.8 “Parking Structure” shall mean the parking garage adjacent to the Terminal Building.

3.9 “Percentage Payment” shall mean Concession Fees amount payable to the Board, which is based on a percentage(s) of Concessionaire’s Gross Revenues, as shown in Section 8.1 herein.

4.0 “Public Parking Facilities” shall mean the area within the physical boundaries of the property owned or controlled by the Board, provided for the Concessionaire’s public parking operations, as set forth on the attached drawing, marked as Exhibit A, and shall include all public parking areas including, but not limited to, the Parking Structure, lighting, water and sewer rough-ins and landscaping (where available).

4.1 “Required Benefits” shall mean minimum wages and/or employee benefits that the Concessionaire is required by law to provide to its employees.

4.2 “SWPPP” shall mean Storm Water Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan.

- 4.3 “Term” shall mean collectively, the Initial Term as may be extended by any Option Term(s), if exercised.
- 4.4 “Terminal” shall mean the Airport Terminal Building.
- 4.5 “Ticket” shall mean tickets issued by the Concessionaire to the public for parking in the Public Parking Facilities.
- 4.6 “TSA” shall mean the Transportation Security Administration.
- 4.7 “2008 Indenture” shall mean that certain Trust Indenture dated November 1, 2008 concerning the issuance of bonds by the Board.
- 4.8 “Unaccounted For Tickets” shall mean Tickets that the Concessionaire cannot account for based on its monthly inventories as described in Article 10 herein.
- 4.9 “Valet Parking Operation” shall mean the valet parking service described in Article 5 of this Concession Agreement or as otherwise approved by the Board.

ARTICLE 2

CONCESSION RIGHTS

Except as otherwise stated herein, the Board hereby grants to Concessionaire, and Concessionaire hereby accepts from the Board the exclusive right and obligation to manage, operate and maintain both the Public Parking Facilities and the Luggage Cart Rental System for airline passengers and all other users of the Airport in strict accordance with the duties, responsibilities, conditions, terms, covenants, and specifications set forth herein.

The Board covenants and agrees that during the Term of this Concession Agreement, Concessionaire shall have the peaceful right to use the Concession Premises for the purposes of operating the Concession and in accordance with all of the rights and privileges as stated herein. The Board agrees to enforce the loading, unloading, and “no parking” areas at the Airport to the extent of issuing tickets for illegal parking and towing of vehicles for excessive violations, as determined by the Board.

Subject to applicable governmental regulations, the Board agrees that during the Term of this Concession Agreement or any extension or renewal thereof, it will not cause, permit, or allow any person, firm or corporation other than Concessionaire to operate a public parking or luggage cart rental business at the Airport, except as otherwise stated herein.

ARTICLE 3
TERM OF CONCESSION AGREEMENT

This Concession Agreement shall be for a Term ("Initial Term") commencing on February 1, 2016 ("Effective Date") and ending on June 30, 2027 ("Expiration Date"). Upon the mutual agreement of the Board and Concessionaire, this Concession Agreement may be renewed for one (1) five (5) Contract Year period ("Option Term") and the Expiration Date shall be extended accordingly, provided Concessionaire is not in default hereunder at the time of notice requesting exercise of the Option Term. If Concessionaire wishes to exercise the Option Term, written notice shall be submitted to the Board requesting approval of the Option Term no less than one (1) year prior to the expiration of the Initial Term. Granting of the Option Term will be subject to the approval of the Board.

ARTICLE 4
CONCESSION PREMISES

4.1 Concession Premises. The Board hereby grants to Concessionaire, and Concessionaire hereby accepts, the right to use the Concession Premises, in as-is condition, for the purposes of conducting the Concession. Nothing herein shall be deemed to be a leasing of the Concession Premises to the Concessionaire, but the Concessionaire is granted herein only the right, privilege, and obligation to operate, manage, and maintain said Concession Premises, the Board retaining unto itself the possession thereof.

4.1.1 Public Parking Facilities. Concessionaire shall be required to operate and manage the Public Parking Facilities, which include the following:

- **Parking Structure** - The Parking Structure has parking capacity for approximately three hundred and fourteen (314) vehicles in the short-term hourly parking area on the Ground Level and three hundred and eighteen (318) vehicles in the long-term parking area on the Second Level and three hundred and thirty four (334) vehicles in the long-term parking area on the Third Level, as well as a storage area of approximately nine hundred and sixty-six (966) square feet.
- **Short-Term Hourly Parking Lot** - Said lot has parking capacity for approximately one hundred and eleven (111) vehicles.
- **Long-Term Parking Lot** - Said lot has parking capacity for approximately one hundred and fifteen (115) vehicles.
- **Economy Parking Long-Term Lot** - Said lot has parking capacity for approximately six hundred and thirty-three (633) vehicles.

- Blue Lot/Overflow Parking Lot – Said lot has capacity for approximately three hundred and ninety-four (394) vehicles and is available on an as-needed basis, subject to the approval of the Executive Director of the Airport.

4.1.2 Luggage Cart Concession Premises. Concessionaire shall be required to operate a luggage cart rental system at the Luggage Cart Concession Premises which will include, at a minimum:

- One (1) rental/return luggage cart station in the bag claim area of the Terminal with adequate capacity to meet customer demand.
- One (1) rental/return luggage cart station in the Parking Structure with adequate capacity to meet customer demand.

The Board reserves the right to change the Luggage Cart Concession Premises upon thirty (30) days prior written notice to Concessionaire, unless such change in is necessitated by governmental actions or security concerns or urgent Airport needs in which case notice may be less. The Board also reserves the right to require Concessionaire to add additional carts and/or stations as needed, in the sole determination of the Board.

4.1.3 Other Facilities. Concessionaire shall have the right to use the main parking exit booth area and the valet booth shown on **Exhibit C** in support of its public parking operations.

ARTICLE 5

VALET PARKING

Concessionaire agrees to operate and the Board agrees to permit Concessionaire to have the exclusive right to operate a valet parking service for the accommodation of the public using the Airport. The service consists of receiving vehicles from customers in front of the Terminal Building, parking the vehicles in available parking areas, offering automobile detailing services (for example, wash, wax, and other similar services), and other Board-authorized services to customers' vehicles (if any), and delivering the vehicles back to customers in front of the Terminal Building in a manner and at locations subject to the approval of the Executive Director. The foregoing parking and detailing services are referred to collectively herein as the "Valet Parking Operation".

Concessionaire shall have the right to use Board-approved parking areas for the Valet Parking Operation, including but not limited to the 394+/- spaces in the Blue Overflow Lot, as well as a minimum of seven (7) spaces for the receiving and returning of valet vehicles at the Terminal curb and a minimum of six (6) spaces in the holding area directly adjacent to the Control Tower. These areas are outlined in **Exhibit A and Exhibit C**, attached hereto and incorporated herein.

Concessionaire shall install and designate by proper signs, subject to the prior written approval of the Board, those areas used in the Valet Parking Operation. Concessionaire has the right to tow any vehicle that improperly uses an area designated for the Valet Parking Operation.

ARTICLE 6

CHANGES IN PUBLIC PARKING FACILITIES OR SCOPE OF OPERATIONS

DURING TERM OF CONCESSION AGREEMENT

The Board reserves the right during the Term of the Concession Agreement to: (1) implement an EZ Pass, Smart Card or other electronic payment method for public parking at the Airport, (2) change the specific locations of all or any of the Public Parking Facilities to other locations at the Airport, (3) increase or decrease the size (including the number of parking spaces) of all or any of the Public Parking Facilities, (4) change the types of public parking offered at the Airport or their locations; (5) change the total number and/or types of Public Parking Facilities to be operated at the Airport, (6) withdraw from use all of or any of the Public Parking Facilities, (7) change the location of any appurtenances, fixtures and/or equipment associated with the Public Parking Facilities (Note, however, that the Board shall not, during the Term of the Concession Agreement, make changes that will result in the permanent withdrawal of a combined total area in excess of ten percent (10%) of the total number of public parking spaces available in the Public Parking Facilities on the Effective Date of the Concession Agreement, unless directed to do so by a Governmental Authority), (8) change or rearrange the entrances and exits, using temporarily or permanently such portions thereof as are necessary for the making of Improvements and repairs to said Public Parking Facilities, and for the maintenance of facilities on said Public Parking Facilities, and for the installation of Improvements, service roads, or other facilities necessary for the operation and maintenance of the Public Parking Facilities or other areas at the Airport, (9) establish a public parking pre-cashiering system, (10) set aside portions of the Public Parking Facilities for special purposes other than pay public parking, i.e., such areas may be set aside for the Board's or others' use and not be used by Concessionaire for public parking as referenced herein, and the Board shall have the right to control the use of the same, including the right to tow or have towed any vehicles violating any parking restrictions, (11) withdraw from use any or all Public Parking Facilities in the event of implementation of security restrictions by the Federal Aviation Administration

("FAA"), the Transportation Security Administration ("TSA"), or any other Governmental Authority with appropriate jurisdiction, and/or (12) make any other changes in the Public Parking Facilities or scope of operations, which are necessary or advisable in the sole judgment of the Board.

The Board shall in all cases be the sole determiner of the number and types of public parking spaces available in the Public Parking Facilities. The Board shall use commercially reasonable best efforts to complete any such changes with the least possible amount of delay or disruption to Concessionaire's operations and to give Concessionaire notice, in writing, of any required changes in the Public Parking Facilities or scope of operations at least thirty (30) days prior to the effective date planned for such action.

In the event the Board develops new or expanded Public Parking Facilities during the Term hereof, Concessionaire will be granted a first right to manage and operate such new or expanded Public Parking Facilities, subject to the negotiation between the Board and Concessionaire of mutually acceptable terms and conditions. In the event the Board and Concessionaire are unable to reach agreement on mutually acceptable terms and conditions within thirty (30) days after notice of negotiations is sent to Concessionaire by the Board, then the Board shall have the option to manage and operate such new or expanded Public Parking Facilities itself or may seek a third party to manage and operate such new or expanded Public Parking Facilities under a separate agreement.

The capital costs to effect the implementation of any such changes initiated by the Board shall be at the Board's sole cost and expense unless negotiated otherwise. On-going expenses after implementation shall be borne by the Concessionaire in accordance with the provisions of this Agreement.

The Board further reserves the right to provide parking areas, other than the Public Parking Facilities, to its employees, airlines and other tenants and concessionaires incidental to their businesses at the Airport, The Board also reserves the right to provide substitute areas in the event that any portion of the Public Parking Facilities is closed for repair or any other reason.

ARTICLE 7

RATE SCHEDULE

All rates charged for public parking and luggage cart rental at the Airport shall be determined by the Board. During the Term of this Concession Agreement, the Board shall have the right to change the rates for public parking and luggage cart rentals from time to time, as conditions shall warrant. The rates as of the Effective Date are as follows:

Short-Term Hourly Parking

1st 30 minutes FREE
Next 1/2 hour \$2.00
\$1.00 each hour thereafter
Maximum \$15.00 per day

Long-Term Parking

1st 30 minutes FREE
Next 1/2 hour \$2.00
\$1.00 each hour thereafter
Maximum \$12.00 per day

Economy Parking Long-Term

1st 30 minutes FREE
Next 1/2 hour \$2.00
\$1.00 each hour thereafter
Maximum of \$9.00 per day

Valet Parking

\$16.00 per day (The first (1st) hour of each 24-hour period after the initial twenty-four (24) hour period shall act as a grace period at no extra charge above the previous day's rate.)

Luggage Cart Rentals

\$3.00 per cart rental (\$0.25 reward for cart return)

Any increase in any rates made by the Board shall not affect the provisions of the Concession Agreement. Rates in existence during the Term of the Concession Agreement shall be reviewed on an as needed basis, as determined by the Executive Director, but not less than once per year. The Board reserves the right to issue complementary parking passes, offer discounts, issue promotional coupons, or adjust rates, as it deems necessary during the Term of the Concession Agreement. The value of those incentives shall not be subject to a claim by the Concessionaire for "lost revenue share" so long as the total value during a month does not exceed five percent (5%) of that month's gross revenue. The Board will provide notice to the Concessionaire before implementation of any such proposed incentives.

The parties recognize that any Governmental Authority from time to time during the Term of this Concession Agreement may increase minimum wages and/or employee benefits that the Concessionaire is required by law to provide to its employees (the "Required Benefits"). Any provision of this Agreement to the contrary notwithstanding, if any Government increases the Required Benefits during the Term of this Concession Agreement and the Concessionaire requests relief, the Board will have the option of: 1) Allowing the Concessionaire the ability to

deduct from rental or guarantee payments the amount of the actual increased cost of the Required Benefit. Concessionaire would be required to provide appropriate back up to justify such deduction. 2) Negotiating a reduction in rental concession tier reasonably equivalent to additional cost to the Concessionaire of the Required Benefit, or 3) To consider an increase in parking rates in an amount sufficient to generate for the Concessionaire additional revenue reasonably equivalent to the actual increase in amounts paid by Concessionaire on account of such Required Benefits.

Concessionaire has the right to discount and/or make complimentary any charges to customers for the interest of customer service and customer relations, such as cancelled flights, vehicle accidents, or other unfortunate occurrences.

Concessionaire may institute a reserve parking program at the Public Parking Facilities during the Term of this Concession Agreement. The rates offered and the operational details of any such program are subject to the prior written approval of the Board.

ARTICLE 8

CONCESSION FEES AND RENTS

8.1 Concession Fees. Concessionaire agrees to pay the Board for the use of the Concession Premises and the rights and privileges herein granted "Concession Fees" in the amount of the greater of the Percentage Payment or the Minimum Annual Guarantee as described below:

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8.1.1 Percentage Payment. The "Percentage Payment" for the first five (5) months of the Concession Agreement shall be calculated as follows:

- a) Eighty-eight percent (88%) of Gross Revenues up to \$833,333 plus
- b) Ninety two percent (92%) of Gross Revenues in excess of \$833,333 up to \$2,500,000 plus
- c) Ninety two and one half percent (92.5%) of Gross Revenues over \$2,500,000

The "Percentage Payment" for each Contract Year thereafter shall be calculated as follows:

- a) Eighty-eight percent (88%) of Gross Revenues up to \$2,000,000 plus
- b) Ninety two percent (92%) of Gross Revenues in excess of \$2,000,000 up to \$6,000,000 plus
- c) Ninety two and one half percent (92.5%) of Gross Revenues over \$6,000,000

OR

8.1.2 Minimum Annual Guarantee. The "Minimum Annual Guarantee" as described below:

The prorated Minimum Annual Guarantee for the first five (5) months of the Concession Agreement is established at One Million Six Hundred and Fifty Thousand Dollars (\$1,650,000) and for the first Contract Year shall be Four Million Dollars (\$4,000,000). For ensuing Contract Years of the Term, the Minimum Annual Guarantee shall be 85% of the Concessionaire's previous year's Concession Fees; however, in no event shall the Minimum Annual Guarantee for any Contract Year of the Term of the Concession Agreement be less than \$4,000,000. If any Contract Year of the Concession Agreement lasts less than twelve (12) full months, then the applicable Minimum Annual Guarantee for said Contract Year shall be determined based proportionately on the number of days the Concession Agreement is in effect for that Contract Year bears to 365 days.

ARTICLE 9

PAYMENT AND RECORDKEEPING PROVISIONS

9.1 Minimum Annual Guarantee Payment. Concessionaire shall pay the Minimum Annual Guarantee in equal monthly payments during each Contract Year, in advance, on or before the first (1st) day of each full calendar month, without prior notice or demand and without setoff or deduction.

9.2 Percentage Payment. Concessionaire agrees to submit to the Board, on or before the twentieth (20th) calendar day of each month during the Term of this Concession Agreement, and by the twentieth (20th) day of the month following the termination of this Concession Agreement, a monthly Gross Revenues Report in a format and detail acceptable to the Board. A sample Gross Revenues Report is attached hereto as **Exhibit D**. Along with said report, Concessionaire shall submit payment to the Board in the amount, if any, by which the Percentage

Payment required for the preceding month exceeds the amount of the prorated Minimum Annual Guarantee paid for said month.

9.2.1 Gross Revenues Report. The Gross Revenues Report shall separately show Gross Revenues from public parking and from luggage cart rentals in such detail as required by the Board, and shall include evidence of payment of any authorized deductions included in the calculation of Gross Revenues. The Gross Revenues Report shall be certified as accurate by a responsible officer of the Concessionaire.

9.3 Annual Reconciliation. The monthly payments of Concession Fees shall be subject to reconciliation after the first five (5) months of the Term and at the end of each Contract Year of this Concession Agreement such that, for each such period, Concessionaire shall have paid to the Board the greater of Concessionaire's Minimum Annual Guarantee or Concessionaire's Percentage Payment. If said reconciliation shows a balance due to the Board or an excess paid by Concessionaire, the appropriate adjustment, either payment by Concessionaire of the balance due or credit or repayment by the Board to Concessionaire of the excess payment, shall be made at the time of the next rental payment, or if associated with the final audit, within thirty (30) days after an approved Independent Certified Public Accountant Statement, as required in Section 9.11 hereof, is received by the Board. Concessionaire shall not be entitled to interest on the amount credited or repaid by the Board to Concessionaire.

9.4 Prompt Payment of Taxes and Fees. Concessionaire covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, and permit fees of whatever nature applicable to its operation at the Airport, with the exception of real property taxes, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at or upon the Airport, and further covenants and agrees not to permit any of said taxes, assessments, excise fees, or charges to become delinquent. Concessionaire may, however, employ all legal means available to appeal unjust assessments in good faith and by appropriate proceedings promptly initiated and diligently conducted.

9.5 Unpaid Fees. All amounts payable by Concessionaire to the Board hereunder shall bear a service charge of one and one-half percent (1.5%) per month if not paid and received by the Board within thirty (30) days after the date on which payment is due. Concessionaire agrees that it shall pay and discharge all costs and expenses, including reasonable attorney's fees, incurred or expended by the Board in collection of any delinquent amounts due.

9.6 Liens. Concessionaire hereby waives the right to claim that any of its property located on the Airport is exempt from execution or attachment, or exempt by any law from the payment of debt; and all such property shall be subject to and responsible for the payment of the money agreed to be paid by Concessionaire under this Concession Agreement, and for the discharge of any liability created hereby, for which a lien on such property is hereby granted to the Board. Concessionaire hereby agrees that it will not remove any of its property from the

Airport until any default has been cured or it has been instructed to do so in writing by the Board. In addition to all other rights of the Board, Concessionaire hereby grants to the Board, at any time after ten (10) calendar days' notice, the right to take possession of all property of Concessionaire located at the Airport until the default is cured and a reasonable charge for removal and storage (if applicable) is paid to the Board.

9.7 Abatement of Minimum Annual Guarantee. If Concessionaire is in full compliance with the terms, covenants and conditions set forth herein, then the Board may proportionately reduce the Concessionaire's prorated monthly Minimum Annual Guarantee payment provided for herein if the number of passengers enplaning on scheduled airline flights at the Airport during any three (3) consecutive calendar months, is less than eighty percent (80%) of the number of enplaning passengers in each of the same three (3) consecutive calendar months of (a) the preceding year or (b) the last twelve (12) calendar month period preceding the first Contract Year of this Concession Agreement. Such proportionate reduction shall be determined by multiplying the prorated monthly Minimum Annual Guarantee for each qualifying month by the applicable percentage reduction in passengers enplaning on scheduled airline flights at the Airport for such month. Such proportionate reduction of the monthly Minimum Annual Guarantee shall be discontinued when the enplaning passengers for a calendar month equal or exceed eighty percent (80%) of the passengers enplaning on scheduled airline flights at the Airport in the same calendar month of (a) the preceding year or (b) the year preceding the first Contract Year of this Concession Agreement, whichever year was used in determining the abatement.

9.8 Performance and Payment Bond. The Concessionaire is obligated to furnish upon execution of this Concession Agreement and maintain for the entire Term (annually renewable) hereof, a Performance and Payment Bond ("Bond") or an Irrevocable Bank Letter of Credit ("Letter of Credit") drawable on a bank located in Fayette County, Kentucky, either of which to be made in the principal amount equal to one million dollars (\$1,000,000) in a form acceptable to the Board. Such Bond shall be payable without condition to the Board and shall guarantee the payment of the Concession Fees and Concessionaire's other obligations to pay as provided herein. If Concessionaire elects to provide a Letter of Credit in lieu of a Bond, such Letter of Credit shall be unconditional and allow the Board to draw down the full principal amount in the event of default by Concessionaire in its obligations under this Concession Agreement. The Bond or Letter of Credit shall be kept in full force and effect during the Term hereof.

9.9 Retention of Records. Concessionaire shall keep and maintain full and complete books of accounts and other records concerning its operations at the Airport. Concessionaire agrees that it will retain and keep available for a period of five (5) years following the first five (5) months of the Term and each Contract Year thereafter the books and records of accounts of Concessionaire for each such period, showing the Gross Revenues of Concessionaire from business conducted at the Airport, the deductions therefrom and other pertinent information

required by the provisions of this Concession Agreement. Such books and records of account shall include, but shall not be limited to, Concessionaire's general ledger, record of receipts, and electronic records of public parking and luggage cart rental transactions, and shall be accessible during the usual business hours to the Board or its duly authorized agents or auditors for the purpose of verifying information set forth in any monthly report, annual statement or certified annual statement or for the purpose of verifying the compliance by Concessionaire with the terms of this Concession Agreement, but for no other purposes.

9.10 Right to Audit Records. The Board reserves the right to audit Concessionaire's records which are required to be maintained by Concessionaire as provided in Section 9.9 hereof, at any reasonable time, for the purpose of verifying the Gross Revenues reported by Concessionaire hereunder. Concessionaire agrees to maintain all such records, which shall be readily available to the Board and its representatives for the purpose stated herein. Upon written request by the Board, Concessionaire shall furnish to the Board no later than thirty (30) days after the date of such request all records necessary to the verification of Concessionaire's reporting hereunder. If Concessionaire fails to furnish all such requested records in a timely manner, the Board reserves the right and may (in addition to all other remedies available at law or in equity) elect to terminate this Concession Agreement pursuant to Article 22 hereof and the Concessionaire shall reimburse the Board, at the Board's option, the cost incurred to have an independent forensic accounting firm attempt to reconstruct the missing records. If as a result of any such audit, it is established that Concessionaire has understated Gross Revenues by three percent (3%) or more, the entire expense of said audit shall be borne by Concessionaire. Any additional payments due shall forthwith be paid by Concessionaire to the Board with interest thereon, at the rate of one and one-half percent (1.5%) per month from the date such additional payments originally became due.

9.11 Independent Certified Public Accountant Statement. Within sixty (60) days following the end of each Contract Year of this Concession Agreement, Concessionaire, at its own expense, shall submit an audited statement of the yearly Gross Revenues and associated rent for its Airport operations and such other reasonable financial and statistical reports as the Board may require by written notice to Concessionaire. Each statement must be prepared by an independent Certified Public Accountant ("CPA") who is a member in good standing with the American Institute of Certified Public Accountants ("AICPA"). The audited statement of Gross Revenues will show all Gross Revenues by category by month for the Contract Year. If, through such audited statement, it is established that additional fees are due, Concessionaire shall pay such additional fees to the Board not later than fifteen (15) days after submission of such audited statement. Failure to pay such additional fees on time will be deemed a default under this Concession Agreement. If through such audited statement(s) it is established that Concessionaire has overpaid the Board, the Board will reimburse Concessionaire. It is agreed that said CPA shall not be in any way a member of Concessionaire's staff or firm or otherwise

fail to meet the AICPA's independence standards. The requirements stated herein shall also apply to the first five (5) months of the Term.

9.12 Submittal of Reports and Payments. All reports and payments of money, required to be made by Concessionaire to the Board hereunder, shall be submitted when due to such place as the Board may designate in writing. Failure to submit any required report by the due date herein shall result in a late filing fee of fifty dollars (\$50.00) per day until such report is received, unless otherwise approved by the Board. All payments shall be made in legal tender of the United States.

ARTICLE 10

UNACCOUNTED FOR TICKET FEE

10.1 Ticket Accountability and Penalties. Concessionaire shall be subject to financial penalties for failure to maintain sufficient accountability for collection of Tickets in the Public Parking Facilities.

10.2 Unaccounted For Ticket Computation. Concessionaire shall perform and provide to the Board with its monthly Gross Revenues Reports by the twentieth (20th) calendar day of the second month and each month thereafter during the Term of this Concession Agreement, and by the twentieth (20th) day of the month following the termination of this Concession Agreement, monthly reconciliations of ticket accountability computed as follows:

- A. The number of vehicles inventoried in the Public Parking Facilities at the beginning of the month, which shall be the same as the number recorded as the ending count for the previous month; plus
- B. The total number of entry Tickets issued by the Parking Access and Revenue Control System during the month; less
- C. The number of Tickets collected during exit transactions; less
- D. The number of Tickets duly documented as lost by customers, spoiled tickets, system test tickets, or other legitimate deductions as approved by the Board; less
- E. The number of vehicles actually inventoried in the Public Parking Facilities at the end of the month.

A positive result of this computation indicates Unaccounted For Tickets. A negative result indicates an artificial gain of Tickets that must be attributable to an inventory, accounting or computation error.

10.3 Lost Tickets. A "lost ticket form" provided by Concessionaire, and approved by the Board, shall account for Tickets, which are lost by customers. Concessionaire shall require all customers who claim to have Lost Tickets to complete and sign this form and Concessionaire shall retain the completed forms for inspection by the Board at its request. Customers who claim to have Lost Tickets shall be charged an amount which the Concessionaire determines is the fair amount in each case, based on the customer's statements, the current parking inventory list, and any other relevant information.

10.4 Unaccounted For Ticket Fee. If there is a loss of ticket accountability as indicated by a positive "+" result in the above computation, Concessionaire shall be liable for the following fees for each Unaccounted For Ticket, which shall be paid on or before the twentieth (20th) calendar day of the second month and each month thereafter during the Term of this Concession Agreement, and by the twentieth (20th) day of the month following the termination of this Concession Agreement:

- A. No fee for any Unaccounted For Tickets which are less than 0.25% of the total number of Tickets issued during the month.
- B. A fee of \$5.00 per Unaccounted For Ticket for those Unaccounted For Tickets which are 0.25% or more of the total number of Tickets issued during the month, but less than 0.5%.
- C. A fee of \$10.00 per Unaccounted For Ticket for those Unaccounted For Tickets which are 0.5% or more of the total number of Tickets issued during the month, but less than 1.0%.
- D. A fee of \$20.00 per Unaccounted For Ticket for those Unaccounted For Tickets which are 1.0% or more of the total number of Tickets issued during the month, but less than 2.0%.
- E. A fee of \$30.00 per Unaccounted For Ticket for those Unaccounted For Tickets which are 2.0% or more of the total number of Tickets issued during the month.

ARTICLE 11
FEES

Concessionaire acknowledges its obligation to provide the public and air travelers with the level and quality of service as described herein and its desire to comply with its obligations under this Agreement. Therefore, the Board has set forth a series of fees in **Exhibit E** hereto for various violations of this Agreement. The parties agree that the fees set forth herein are reasonable, and Concessionaire agrees to pay the Board such fees in accordance with this Article 11 at the rates or in the specified amounts upon the occurrence of the violations indicated upon written notice by the Board. Concessionaire further acknowledges and agrees that the assessment and demand by the Board, and payment by Concessionaire, of any such fees do not waive, limit or otherwise affect any rights or remedies of the Board as set forth in this Concession Agreement.

ARTICLE 12
(SECTION RESERVED)

ARTICLE 13
IMPROVEMENTS

13.1 Approval Required. Concessionaire shall not arrange or make any physical Improvements to the Concession Premises without the prior written approval of the Board. Plans and specifications and estimated costs for any Improvements shall be submitted to the Board for approval at least sixty (60) days prior to the intended commencement date of the work. Except as otherwise stated herein, any such Improvements required of or requested by the Concessionaire and approved by the Board shall be at Concessionaire's sole cost and expense. Concessionaire shall not deviate in any material respect from the approved plans, specifications and costs without the prior written approval of the Executive Director.

13.2 Luggage Carts. Concessionaire will replace or upgrade the existing luggage cart system at the Airport, within ninety (90) days of the Effective Date of this Concession Agreement, with an on-line system that accepts credit card and debit card payments and provides for cart rentals and returns at two (2) separate locations as approved by the Board. Concessionaire will operate the existing luggage cart system until such time as the new or upgraded luggage cart system is installed.

13.3 Generator. Concessionaire will provide and install a new generator that meets or exceeds the following specifications:

- 100 amp with an auto transfer switch to activate, natural gas supply.

Such generator shall be installed in a location designated by the Board within ninety (90) days of the Effective Date of this Concession Agreement.

13.4 “Lot Full” Signs. Concessionaire will provide and install attractive and readily visible Board-approved electronic/digital “Lot Full” signs at the Airport.

Such signs shall be installed in locations approved by the Board within ninety (90) days of the Effective Date of this Concession Agreement.

13.5 Additional Capital Investment. Concessionaire acknowledges and agrees that the need for additional Improvements associated with the Concessions beyond those stated herein may arise during the Term hereof. Concessionaire hereby acknowledges its willingness to participate in the financing of such Improvements, subject to the negotiation of mutually agreeable terms and conditions with the Board related to any such financing.

13.6 Completion of Improvements. Within sixty (60) days of completion of any Improvement, Concessionaire shall provide to the Board a written statement certifying the date of completion and the total costs of the Improvement, along with as-built drawings and/or detailed specifications for the completed work.

13.7 Title to Improvements. All Improvements furnished, purchased or supplied by the Concessionaire shall immediately upon their substantial completion, as determined by the Board in its sole judgment, vest in, become and remain the sole property of the Board, in fee simple absolute. Concessionaire shall not remove any portion of said Improvements during or at the conclusion of this Concession Agreement without the prior written consent of the Board. In addition, all warranties (and, at Board’s option, any service contracts) with respect to said Improvements shall automatically be assigned to the Board at such time and Concessionaire shall take such actions, deliver such notices and execute such documents as may be necessary to effectuate such assignments.

13.8 Rights Upon Termination by the Board. In the event this Concession Agreement is canceled or terminated by the Board for any of the reasons outlined in Article 22 herein, the Board shall pay to Concessionaire the unamortized portion of the investments, as follows:

- a. The depreciated value of Concessionaire’s costs for the Improvements referenced in this Article 13 above and for the following Improvements purchased and installed by Republic Parking System, Inc. during its previous Agreement with the Board: (1) Parking Access and Revenue Control System and (2) Lighting Improvements in the Public Parking Garage.

- b. The depreciated value shall be computed at the rate used by Concessionaire for federal income tax purposes, based on Concessionaire's cost of the Improvements on the Concession Premises.
- c. Cost of the Improvements shall be based on the costs of the (1) Parking Access and Revenue Control System, (2) Lighting Improvements in the Public Parking Garage, and (3) additional investments per this agreement, and the information provided to the Board by Concessionaire in accordance with Section 13.6 herein for all other Board-approved Improvements, subject to verification by the Board of actual bills and receipts pertaining to such Improvements.
- d. The depreciation period shall start upon the Date of Substantial Completion for the Board-approved Improvements, as determined by the Board.

Concessionaire shall be entitled to no further damages upon termination.

ARTICLE 14

ADDITIONAL RIGHTS OF CONCESSIONAIRE

In addition to the Concession Rights set forth in Article 2 herein, Concessionaire shall have, and the Board hereby grants to Concessionaire, the following rights:

14.1 Terminal Building. Concessionaire shall have the right to use, in common with others so authorized, the Terminal Building appurtenances, together with all facilities, equipment, Improvements, and services which have been or may hereinafter be provided at or in connection with the Terminal Building for common use insofar as the same shall be reasonably necessary for the purposes of the operation of the Concessions.

14.2 Roadways. Concessionaire shall have the right to the joint use with others of the Airport's public roads and driveways necessary in the conduct, operation and maintenance of Concessionaire's rights and obligations hereunder, provided, however, such right does not include the right to use any roads or area requiring security clearance (unless proper security clearance therefor is obtained in advance) or any roads or driveways on any portion of the Airport within an area leased for the exclusive use of any other tenant of the Airport.

14.3 Employee Parking. At the option of the Board, Concessionaire's personnel shall have the right to the joint use of an allocated portion of the employees' parking area, more particularly described on **Exhibit F**, attached hereto and incorporated herein.

ARTICLE 15
SERVICE STANDARDS

Concessionaire hereby covenants and agrees to furnish good, prompt, courteous and efficient service adequate to meet all reasonable demands for the public parking and luggage cart rental Concessions at the Airport, on a fair and reasonable and non-discriminatory basis to all users thereof and, at a minimum, to comply with the service standards set forth below, at its sole cost and expense:

15.1 Public Parking and Luggage Cart Concessions.

15.1.1 Advertising at the Airport. Concessionaire shall not be permitted to advertise its services in the Airport in areas other than the Concession Premises, unless Concessionaire has rented such advertising space from the Board pursuant to a separate agreement, and any fees charged for rental of such advertising space shall be separate and apart from, and in addition to, any fees charged under this Concession Agreement.

15.1.2 Americans with Disabilities Act. Concessionaire will at all times keep the Concession Premises in compliance with the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12101 et seq., now in effect or as the same may be amended.

15.1.3 Complaints. Concessionaire shall be responsible for handling and responding to all complaints from the public related to operation of the Concessions. Concessionaire shall respond to all such complaints within seventy-two (72) hours of receipt thereof. A written response shall be provided by Concessionaire to all written complaints. Concessionaire shall forward to the Board a copy of each written complaint it receives and its written response at the same time such response is mailed or delivered to the customer.

15.1.4 Credit and Debit Cards. Concessionaire shall accept debit cards and credit cards, e.g., MasterCard, Visa, American Express, and Discover, as approved by the Board for payment of any charges in all Concession Premises. Concessionaire shall be solely responsible for meeting all requirements and following all procedures established by each company issuing such cards. Concessionaire, at its expense, shall provide a rapid approval (3-4 second maximum transaction time) credit card/debit card transaction authorization system, subject to Board approval. The commissions and/or fees charged to Concessionaire by such credit and debit card companies or banks shall be an authorized deduction in computing the Gross Revenues subject to the Percentage Payment required herein.

15.1.5 Facility Manager. The Concessionaire shall select and appoint a manager of the Concessions at the Airport who shall be qualified and experienced and vested with full power and authority as may be necessary to fulfill Concessionaire's obligations hereunder. Such manager shall be assigned to a duty station or office at the Airport where he or she shall ordinarily be available during regular business hours, and at all times during his or her absence, a qualified subordinate shall be in charge and available at such duty station. Such manager or subordinate shall also be required to attend periodic meetings with Airport staff and be available to consult, assist and advise the Board and its consultants and representatives on matters pertaining to the management, operation, maintenance, planning and design of the Concessions and the Concession Premises.

In the event that the Board determines that Concessionaire's Manager has failed to properly manage the Concessions in a professional, competent manner at all times or to fully perform the duties and obligations as Concessionaire's representative hereunder, then in addition to all other rights under this Concession Agreement, the Board shall have the right to require Concessionaire to replace such Manager. In such case, the Board shall notify Concessionaire in writing of its demand for replacement of the Manager and the reasons therefor, and shall allow Concessionaire thirty (30) days from the date of such notice to make the replacement.

15.1.6 Hours of Operation. Concessionaire shall keep the Public Parking Facilities in operation and open twenty-four (24) hours every day for the services described herein and shall have luggage carts available for rental at all times. Concessionaire shall keep the Valet Booth in operation according to the Board's approved times.

15.1.7 Operational Changes. Concessionaire shall submit, for the Board's review and approval, any proposed changes to the complete and detailed narrative description of the Concessionaire's proposed method of managing and operating the Concessions, submitted in accordance with Article VII of the RFP, before any such changes are made.

15.1.8 Personnel. Concessionaire shall provide an adequate number of personnel that are properly trained in their duties and sufficient, in the sole determination of the Board, to maintain an excellent quality of service to the public at all times during the Term of this Concession Agreement. Concessionaire's agents, servants and employees performing services hereunder shall be neat, clean, and courteous, and Concessionaire shall not permit its agents, servants or employees to engage in or to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner or to solicit business at the Airport outside of the Concession Premises in any manner whatsoever except through the use of Board-approved signs. Concessionaire shall ensure that all employees who have direct contact with the public have at least eight (8) hours of customer service training annually. The Board shall have the right to require Concessionaire to increase exit booth staffing in

the event consistent delays in exiting the Public Parking Facilities occurs, as determined by the Board in its sole judgment.

15.1.9 Rules and Regulations. Concessionaire and its agents, servants, employees and directors shall abide by and be subject to all rules, regulations, ordinances and statutes applicable to the conduct of the Concessionaire's business, by whomsoever issued, which are now or may from time to time be promulgated by the Board and/or other Governmental Agency having jurisdiction over the operation and use of said Concession Premises and/or the Airport.

15.1.10 Suggestions. Concessionaire shall submit a semi-annual report that will address Concessionaire's suggested ideas on operations, rates, customer service and facilities' Improvements. This report will become the basis for a conference between the Concessionaire and the Board and will help the Board to implement ideas that may ultimately lead to better service for the traveling public. The report shall be due by the 1st of January and the 1st of July of each Contract Year. The semi-annual report shall contain the following:

- Customer service issues and significant resolutions over the past six (6) months
- Innovative ideas for new customer service initiatives
- Parking rate and luggage cart rental rate recommendations, including "back-up" analysis
- Facilities' condition report with Improvements and repairs recommendations
- Any other recommendations for further enhancing service.

15.1.11 Uniforms. Concessionaire shall provide and ensure personnel having public contact wear uniforms and legible nametags. Uniform color and design are subject to the approval of the Board. Such personnel having public contact shall be well qualified, courteous, neat in appearance and in uniform with nametag conspicuously displayed at all times while on duty at the Airport.

15.2 Luggage Cart Concession.

15.2.1 Advertising on Carts. Concessionaire shall not have the right to sell or offer third party advertising or public service displays on the luggage carts.

15.2.2 Bumper Guards. Luggage carts must have bumper guards at all times. If such bumper guards are damaged, they must be replaced as soon as reasonably practicable. Luggage cart wheels shall also be inspected on a periodic basis to help protect the condition of the floors at the Airport.

15.2.3 Cart Availability. Concessionaire shall ensure that a sufficient number of luggage carts are available for rental in the luggage cart stations at all times.

15.2.4 Cart Retrieval. Concessionaire shall retrieve loose luggage carts and replace them in luggage cart stations at the Airport for continuous availability of carts for customer use.

15.2.5 Collections. Concessionaire shall provide for collection of monies from the luggage cart stations only during the hours of normal operations at the Airport and, at the discretion of the Board, from time to time during the Term of this Concession Agreement, certain collections shall be made in the presence of an authorized representative of the Board. At the time monetary collections are made, register readings shall be taken for reconciliation purposes.

15.2.6 Luggage Cart Security. All luggage cart stations shall be properly secured and protected against break-in, damage, theft or other malicious incidents.

15.2.7 Refunds. Appropriate refunds for money lost due to incorrect operation of luggage cart stations must be promptly provided to customers upon request, either in person or by mail.

15.2.8 Removal from Service. Concessionaire shall promptly remove any luggage carts, luggage cart stations and other related equipment from the public areas of the Airport if the Board reasonably deems them unsafe, objectionable or unsatisfactory in any other way. Any such equipment removed from service must be promptly repaired or replaced.

15.2.9 Signs. Concessionaire agrees that each luggage cart station shall bear a sign easily visible to the public setting forth its use and other pertinent information required by the Board, including, but not limited to, the following: rental fees, vending instructions, credit/debit card usage information, method of luggage cart return, refund procedures, cart return reward fee information, and a toll-free customer service telephone number. Each luggage cart shall have a warning affixed, cautioning users not to place luggage carts onto escalators, and a warning affixed cautioning users not to ride in or on the luggage cart, nor to allow children or babies on luggage carts. All such signs shall be of a size, type and design approved in writing by the Board prior to installation.

15.3 Public Parking Concession.

15.3.1 Daily License Plate Inventory. Concessionaire shall take a license plate inventory on a daily basis between the hours of 12:00 AM (midnight) and 6:00 AM of all vehicles on the Public Parking Facilities. The inventory shall record the license plate state, county (if available), and license plate number of each parked vehicle, and the location where

each vehicle is parked. The information thus obtained shall at all times be readily available to the cashiers at each exit booth for use in determining fees for patrons that report Lost Tickets when exiting, and shall also be retained at the Airport for inspection by the Board at its request. In addition to any other remedies provided for herein, Concessionaire shall be required to report to the Board any vehicles that have remained on the Public Parking Facilities for a period of thirty (30) days or longer based on the daily inventory. Upon request, Concessionaire shall submit to the Board a report showing the vehicle count by location, as well as information concerning the breakdown of license plates by state for Airport marketing purposes. Details of this report must be approved in writing by the Board.

15.3.2 Daily Parking Lot Usage Summary Report. Concessionaire shall develop a daily summary of parking lot usage, e.g., number of times (and times of day) each parking lot was filled to capacity, number of Tickets issued and collected, number of Lost Tickets, revenue collected, and other information as may be required by the Board. The summary of parking lot usage report shall be in a format approved by the Board, which shall be submitted to the Board quarterly, unless otherwise approved by the Board, and at other times upon request. The Board shall reserve the right to require the Concessionaire to add to, delete from, or modify report forms at any time during the Term of this Concession Agreement.

15.3.3 Delays at Exit Booths. If there is an excessive delay in line (defined as a delay of ten (10) minutes or more) for payment at an exit booth as determined by the Board, the Board reserves the right to require Concessionaire to (a) let public parking patrons exit the lots immediately and without charge, or (b) provide patrons with up to one (1) hour of free parking. Concessionaire will be required to collect the Tickets of such parking patrons and include the actual full value of such Tickets in Gross Revenues without any deduction for the "no charge" or "reduced charge" discount. Concessionaire shall be provided with a list of Board personnel who are authorized to order "no charge" or "reduced charge" exiting of patrons. The Board reserves the right to forego this penalty if, in the Board's sole opinion, the delay was caused by events beyond the control of the Concessionaire.

15.3.4 Enforcement of Parking Restrictions. Except as stated in item (10) of Article 6 herein, Concessionaire shall have the right and obligation to establish and enforce reasonable parking restrictions within the Public Parking Facilities, including but not limited to the designation of accessible parking spaces for people with disabilities, and the right to hire a tow away service for its own account and to tow, at the violator's expense, any vehicle that violates such restrictions and to impose tow away fees as may be approved by the Board. Any tow away services hired by the Concessionaire must provide properly identified personnel and vehicles.

15.3.5 First Preference in Hiring. Concessionaire shall establish and implement personnel policies that will provide that personnel of the incumbent parking operator (Republic Parking System) stationed at the Airport as of the date of award of this Concession Agreement shall be given first preference in hiring as personnel of the Concessionaire, subject to reasonable hiring standards. Concessionaire's personnel policies shall also provide for fair and non-discriminatory selection of all personnel.

15.3.6 Mystery Shopper Program. In conjunction with the Board, Concessionaire shall implement a mystery-shopper program, whereby an experienced and independent firm files reports on at least a quarterly basis concerning its customer service findings based on its usage of the Public Parking Facilities. The general outline of Concessionaire's plan is subject to final approval by the Board within sixty (60) days of the Effective Date of this Concession Agreement.

15.3.7 Parking Brochure. Concessionaire shall be responsible to design, publish, and make available to public parking patrons, in sufficient quantities as approved by the Board, a brochure which clearly depicts and explains the location, purpose, and fee structure for the respective Public Parking Facilities at the Airport. Brochure design and content shall be subject to the Board's prior written approval and shall be consistent with the quality and appearance of other brochures concerning Airport services. Concessionaire shall submit a proposed parking brochure to the Board for its prior written approval within sixty (60) days before the Effective Date of this Concession Agreement. The Board reserves the right to specify and require changes in the parking brochure from time to time. The Board reserves the right to determine the Airport location(s) where the brochures will be made available and shall have the right to require Concessionaire's cashiers to dispense the parking brochures and other Airport-related and public service-related literature from the cashier booths to customers.

15.3.8 Parking Access and Revenue Control System. Concessionaire shall be responsible to operate and maintain and ensure the accuracy and integrity of the Parking Access and Revenue Control System described on **Exhibit G**, attached hereto and incorporated by reference, in its operation of the Public Parking Concession at the Airport. Concessionaire shall develop and implement a written preventive maintenance schedule and procedure to ensure the reliable and continuous performance of all equipment contained in such Parking Access and Revenue Control System. The schedule and procedures must be submitted to the Board for written approval prior to the Effective Date of this Concession Agreement and whenever any modifications to the schedule or procedures are made. In addition, Concessionaire shall be responsible for all necessary repairs to the Parking Access and Revenue Control System. The Board reserves the right to be present during such maintenance and repair procedures, and to perform periodic inspections to assure all Parking Access and Revenue Control System equipment is

functioning properly and adequate safeguards appear to be in place. Concessionaire shall maintain a log of all such procedures including date, time, identity of equipment, and name of staff member or contractor who performed the procedure. Cashiers shall not be permitted to perform repair or maintenance to any portion of the Parking Access and Revenue Control System, including but not limited to cash registers, ticket dispensers, etc., unless otherwise approved in writing by the Board.

15.3.9 Parking Tickets. Concessionaire shall furnish automobile parking Tickets in a form, size, color, content, and quality satisfactory to the Board and that are compliant with the Parking Access and Revenue Control System in use at the Airport.

Concessionaire shall be responsible for custody of the Tickets. Concessionaire shall arrange to maintain an adequate supply of Tickets on hand to meet operational needs at all times. The Board shall have the right to audit the Ticket stock maintained by the Concessionaire in storage or in the ticket dispensers at any time. Each Ticket shall be stamped and electronically encoded with the dates and times of the customer's entrance into and exit from the Public Parking Facilities, a transaction number, and the amount charged. Each Ticket shall be retained with all other Tickets collected from the same facility during the same shift. Concessionaire shall record the total number of Tickets issued and collected by location for each shift and maintain these records for inspection and use by the Board at its request. Concessionaire shall submit to the Board by the twentieth (20th) day of each month a report of the total number of Tickets issued and collected on each of the Public Parking Facilities for the preceding month. During the Term of the Concession Agreement, the Parking Access and Revenue Control System, the required Tickets, and report forms may be subject to change at the Board's sole discretion.

15.3.10 Signs. Concessionaire shall provide and install at the entrances to the Public Parking Facilities and at the exits, signs indicating all rates charged and such other signs as are herein required, such as row identification signs. Additionally, Concessionaire may install, operate and maintain illuminated company identification signs on the Public Parking Facilities. All such signs shall be of a size, type and design approved in writing by the Board prior to installation.

15.3.11 Advertising in Public Parking Facilities. Concessionaire shall not have the right to sell or offer third party advertising or public service displays in the Public Parking Facilities.

ARTICLE 16

MAINTENANCE OF CONCESSION PREMISES

16.1 General Maintenance.

16.1.1 General Responsibilities. Except for structural components of the Parking Structure (such as wiring; plumbing systems; central heating and air conditioning systems; elevators and escalators; walls; floors; ceilings; permanent coverings of walls, floors, and ceilings; windows; doors; insulation; chimneys; fire suppression systems, such as sprinkler systems and fire alarms; fire escapes; central refrigeration systems; integrated security systems; and humidity control systems), Concessionaire shall maintain at its sole expense, the Concession Premises and any furniture, fixtures and equipment, including but not limited to the Parking Access and Revenue Control System, installed therein and thereon in good working order, condition and repair, normal wear and tear excepted, free from all danger of fire and personal injury and shall refrain from activities which may destroy or damage all or any portion of the Concession Premises. Such maintenance by Concessionaire of the Public Parking Facilities shall include, but not be limited to, changing light bulbs, pavement seal coating, and periodic striping of parking spaces so that such spaces are clearly marked and easily visible at all times. Unless otherwise agreed to by the Board, the Public parking Facilities should be seal coated and re-stripped by the Concessionaire within the first 24 months of the Concession Agreement, again in Contract Year 7, and again in the first Contract year of the Option Period, if exercised. No flammable materials other than such items and products regularly used in the conduct of Concessionaire's business, shall be stored in the Concession Premises or be used for any purpose which shall increase the rate of insurance thereon. No loose wires, cables, cords, conduits or other electrical or mechanical connectors, equipment or other apparatus deemed unsightly, offensive or dangerous by the Board shall be permitted. Repair of damage caused by improper maintenance or other activities of Concessionaire, its employees, agents, servants, or licensees will be the sole responsibility of the Concessionaire. To further these goals, Concessionaire agrees to make regular periodic inspections of the Concession Premises and the furniture, fixtures and equipment contained therein and thereon.

16.1.2 Cleaning. The Concessionaire shall, at its sole expense, and at least once daily, clean and keep the Concession Premises free of litter, trash and other debris within the Public Parking Facilities as deemed necessary by the Board. The Board reserves the right to conduct periodic inspections in order to note deficiencies in cleanliness or appearance, and deficiencies must be remedied by the Concessionaire within a reasonable time period as agreed to by the Board.

16.1.3 Snow Removal. Concessionaire, at its sole expense, shall act promptly to prevent the accumulation of snow and ice within the Public Parking Facilities, including but not limited to the adjacent sidewalks and the roof of the Parking Structure, and shall remove any accumulated snow and ice therefrom as expeditiously as possible. Concessionaire shall not permit more than two (2) inches of snow to accumulate on the Public Parking Facilities or exposed pedestrian walkways therein or adjacent thereto before initiating snow removal activity. Any ice or similar frozen coating on the Public Parking Facilities' shall be treated immediately with melting or anti-skid materials upon detection. In removing snow from the Public Parking Facilities, the Concessionaire shall ensure that all public parking entrance/exit ramps and all lanes within the Public Parking Facilities are plowed and cleaned full width. Snowplow piles are to be promptly removed so that patrons can park in, walk to and from, and remove their vehicles from parking spaces within the Public Parking Facilities without impediment or delay. Concessionaire shall not dump snow and ice removed from the Public Parking Facilities on Airport property unless the dumping site has been approved in advance by the Board. Concessionaire, at its expense, shall remove all accumulations of sand, or other anti-skid materials, from the Public Parking Facilities within three (3) days of the disappearance of all snow and/or ice. Concessionaire shall use only those deicing agents specifically approved by the Executive Director. Concessionaire may use sand on surfaces, but must keep it to a minimum to prevent damage to storm drainage systems. Concessionaire, at its option, shall have the right to contract with a private firm for the purpose of snow removal on condition that Concessionaire shall ensure that all snow and ice is removed quickly and effectively as indicated above. Every year prior to November 1st Concessionaire and its contractor shall meet with the Airport staff to discuss upcoming snow removal operations and methods.

16.2 Concessionaire's Failure to Maintain the Concession Premises. If the Concessionaire refuses or neglects to undertake the maintenance, repairs or replacements required hereunder, or if the Board is required to undertake any maintenance or make any repairs or replacements necessitated by the negligent acts or omissions of the Concessionaire, its employees, agents, servants, or licensees, the Board shall have the right after fifteen (15) days prior written notice, to conduct such activity or activities on behalf of or for the Concessionaire, provided, however, no notice shall be required in the case of emergencies. Such work shall be paid for by the Concessionaire within ten (10) days following demand by the Board for said payment at the Board's cost or standard rates plus a twenty-five percent (25%) overhead fee.

ARTICLE 17

UTILITIES

The Board shall be responsible to pay for all utility costs associated with the Public Parking Facilities and Luggage Cart Concession Premises, except for the costs of Concessionaire's long distance telephone charges and set up fees.

ARTICLE 18

LAWS AND REGULATIONS

18.1 Laws and Regulations. Concessionaire shall not use the Concession Premises or any part thereof, or permit the same to be used by any of its employees, officers, agents, subtenants, invitees, or licensees, for any illegal purposes and shall, at all times during the Term of this Concession Agreement, comply with all applicable ordinances, laws, rules and regulations of any Governmental Authority having jurisdiction over the Concession Premises or the matters set forth in this Concession Agreement. At all times during the Term of this Concession Agreement, Concessionaire shall make, at its own expense, all Improvements, and repairs to the Concession Premises (subject to prior written approval of the Board), and provide such personal property which are required to comply with or conform to any such ordinances, laws, rules and regulations. Likewise, Concessionaire shall be responsible, at its sole cost and expense, for any fees, fines or penalties assessed by any Governmental Authority as a result of any violation for which the Concessionaire is or may be found to be responsible.

18.2 Airport Regulations. Concessionaire shall observe and obey all lawful regulations ("Airport Regulations") promulgated from time to time during the Term hereof by the Board governing conduct on, and operations at, the Airport and use of Board's facilities. Copies of the Airport Regulations, as adopted, shall be made available to Concessionaire upon request.

ARTICLE 19

ENVIRONMENTAL

19.1 Definitions. For purposes of this Article, the following capitalized terms shall have the meanings ascribed below:

19.1.1 "Environmental Laws" shall refer to and include all federal, state, and local statutes, laws, ordinances, rules and regulations, now or hereafter in effect, and as amended from time to time, related to pollution or the protection of the environment, including those related to emissions, discharges, releases or threatened releases of or the use, handling, treatment, storage, discharge, disposal, or transportation of Hazardous

Materials. Environmental Laws, specifically include but are not limited to, the National Environmental Policy Act, and as amended by the Superfund Amendments and Reauthorization Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Water Drinking Act, the Oil Pollution Control Act of 1990, the Occupational Safety and Health Administration Hazard Communication Standards, and the Environmental Protection Agency Oil Pollution Prevention and Response Rule (40 CFR Part 112).

19.1.2 “Hazardous Materials” shall refer to and include all substances whose use, handling, treatment, storage, disposal, discharge, or transportation is governed, controlled, restricted, or regulated by Environmental Laws, that have been defined, designated or listed by any responsible Governmental Authority as being hazardous, toxic, radioactive, or that present an actual or potential hazard to human health or the environment if improperly used, handled, treated, stored, disposed, discharged, generated or released. Hazardous Materials specifically include asbestos and asbestos containing materials, petroleum products, solvents, and pesticides.

19.1.3 “Environmental Claims” shall refer to, and include all claims, demands, suits, actions, judgments, and liability for: (i) removal, remediation, assessment, transportation, testing and disposal of Hazardous Materials as directed by any Government Authority, court order, or Environmental Law; (ii) bodily injury, or death; (iii) damage to or loss of use of property of any person; (iv) injury to natural resources; (v) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any Governmental Authority under Environmental Laws; and (vi) costs and expenses of cleanup, remediation, assessment testing, investigation, transportation and disposal of a Hazardous Material spill, release, or discharge.

19.1.4 “Environmental Condition” shall mean any condition with respect to the soil, surface waters, ground waters, surface or subsurface strata, ambient air or other environmental medium on or off the Concession Premises, whether or not yet discovered, which could or does result in any Environmental Claim to or against Concessionaire or the Board by any third party (including any Governmental Authority), including any condition resulting from the activities, operation or business of any other property lessee, permit tee, licensee, owner or operator on, off or in the vicinity of the Concession Premises.

19.1.5 “Owner Environmental Party” shall mean the Board and its officials, officers, agents, employees, contractors, successors, and assigns.

19.1.6 "Concessionaire Environmental Party" shall mean the Concessionaire and its directors, officers, agents, employees, contractors, subtenants, customers, invitees, successors, and assigns.

19.2 Compliance. In its operations at the Concession Premises, each Concessionaire Environmental Party shall strictly comply with all generally accepted industry environmental practices and standards, applicable Environmental Laws, and the applicable Airport Environmental Policies and Procedures, including without limitation those which are included in the Storm Water Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan ("SWPPP") which is incorporated by reference. Without limiting the generality of the foregoing provision, a Concessionaire Environmental Party shall not use or store Hazardous Materials on or at the Airport except as reasonably necessary in the ordinary course of its permitted activities at the Airport, and then only if such Hazardous Materials are properly labeled and contained, and notice of and a copy of the current material safety data sheet is provided to the Board for each such Hazardous Material. A Concessionaire Environmental Party shall not discharge, release, or dispose of any Hazardous Materials on the Airport or surrounding air, lands or waters, except as allowed under applicable Environmental Laws. Concessionaire shall promptly notify the Board of any Hazardous Material spills, releases, or other discharges that are required to be reported by applicable Environmental Laws. Concessionaire shall provide the Board with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Concession Premises and the Airport, or any alleged material noncompliance with Environmental Laws by a Concessionaire Environmental Party at the Airport within ten (10) days after such documents are generated by or received by Concessionaire. If a Concessionaire Environmental Party uses, handles, treats or stores Hazardous Materials at the Airport, it shall have a contract in place with an Environmental Protection Agency ("EPA") approved waste transport or disposal company and shall identify and retain spill response contractors to assist with spill response and facilitate waste characterization, transport and disposal. Complete records of all disposal manifests, receipts and other documentation shall be retained by the Concessionaire as required under applicable Environmental Laws and made available to the Board for review upon request. The Board shall have the right at any time, upon reasonable notice to Concessionaire, to enter the Concession Premises to inspect, take samples for testing, and otherwise investigate the Concession Premises for the presence of Hazardous Materials. In the exercise of its rights under this paragraph, the Board shall not unreasonably interfere with Concessionaire's use and occupancy of the Concession Premises pursuant to the provisions of this Concession Agreement.

19.3 Responsibility. Hazardous Materials that are generated, used, handled, treated, stored, disposed, released, discharged, or transported of a Concessionaire Environmental Party are the responsibility of the Concessionaire Environmental Party and Concessionaire. Concessionaire shall be liable for and responsible to pay all Environmental Claims that arise out of or are caused in whole or in part from a Concessionaire Environmental Party's use, handling,

treatment, storage, disposal, discharge, or transportation of Hazardous Materials on or at the Airport, the violation of any Environmental Law by a Concessionaire Environmental Party, or the failure of a Concessionaire Environmental Party to comply with the terms, conditions and covenants of this Section. To the extent the Board incurs any costs or expenses (including attorney, consultant and expert witness fees) arising from a Concessionaire Environmental Party's use, handling, treatment, storage, disposal, or transportation of Hazardous Materials on the Airport, Concessionaire shall promptly reimburse the Board for such reasonable costs upon demand. Concessionaire shall comply with all applicable reporting requirements under Environmental Laws with respect to spills, releases, or discharges of Hazardous Materials by a Concessionaire Environmental Party at the Airport. Except as expressly provided in this Concession Agreement, this Concession Agreement does not make Concessionaire responsible for Hazardous Materials that (a) exist on the Airport prior to the Effective Date hereof, except to the extent that a Concessionaire Environmental Party either disturbed or caused such pre-existing Hazardous Materials to migrate, so as to give rise to an Environmental Claim, or (b) to the extent Hazardous Materials are generated, used, handled, treated, stored, disposed, released, discharged or transported on the Airport by an Owner Environmental Party.

19.4 Indemnity. In addition to any other indemnities in this Concession Agreement, Concessionaire shall defend, indemnify and hold harmless the Board from any and all Environmental Claims (including reasonable attorney's fees, litigation and investigation expenses, and court costs) to the extent arising out of or resulting from a Concessionaire Environmental Party's use, handling, treatment, storage, disposal, discharge, or transportation of Hazardous Materials on the Concession Premises or at the Airport during the Term of this Concession Agreement, the violation of any Environmental Law by a Concessionaire Environmental Party pertaining to the Concessionaire Environmental Party's use or occupancy of the Concession Premises during the Term of this Agreement, or the failure of a Concessionaire Environmental Party to comply with the terms, conditions and covenants of this Article. Concessionaire shall have no obligation under this Concession Agreement to indemnify the Board for Environmental Claims to the extent arising from or caused by Environmental Conditions existing on the Concession Premises (or property adjacent or contiguous to the Concession Premises) prior to Concessionaire's occupancy of the Concession Premises, except to the extent that a Concessionaire Environmental Party either disturbed or caused pre-existing Hazardous Materials to migrate, so as to give rise to an Environmental Claim.

19.5 Removal. Prior to the expiration or earlier termination of this Concession Agreement, Concessionaire shall remove or remediate in accordance with applicable Environmental Laws and the Airport Integrated Spill Plan, all of Concessionaire's Hazardous Materials from the Concession Premises, the Airport, and surrounding lands and waters. Unless instructed otherwise by the Board, Concessionaire shall also, prior to vacating the Airport, remove all tanks, piping and other equipment which stored Concessionaire's Hazardous Materials, or which are contaminated by Hazardous Materials. Concessionaire's responsibilities

under this paragraph shall not extend to any Environmental Conditions existing on, in or arising from the Concession Premises (or property adjacent or contiguous to the Concession Premises) prior to Concessionaire's occupancy of the Concession Premises except to the extent that a Concessionaire Environmental Party either disturbed or caused such pre-existing Hazardous Materials to migrate, so as to give rise to an Environmental Claim.

19.6 Compliance with Federal and State Storm Water Requirements. Concessionaire acknowledges that the Airport is subject to the National Pollution Discharge Elimination System Program ("NPDES") and Federal Storm Water Regulations (40 CFR Part 122). In its operations at the Airport, Concessionaire shall comply with all applicable provisions of NPDES, Federal and State Storm Water Regulations, and the Airport's current Kentucky Pollutant Discharge Elimination System permit.

19.7 Survival. The covenants, conditions, and indemnities in this Article shall survive termination of this Concession Agreement.

19.8 Incorporation. Concessionaire shall incorporate the provisions of this Article into any agreement it enters into with a Concessionaire Environmental Party, including the obligation to indemnify the Board against any Environmental Claims caused in whole or in part by an Environmental Party on the Airport. The Board shall be a third party beneficiary of such agreements, with the express right to enforce the environmental covenants of any subtenant or other Concessionaire Environmental Party.

19.9 Environmental Assessment. Concessionaire, prior to committing to occupying a location, including assignment to a different location, may conduct an environmental assessment to establish background levels and/or to determine the existence or lack of existence of any contaminants. Concessionaire's failure to exercise its option to have completed an environmental assessment shall create a conclusive presumption that any contamination found on the Concession Premises at the termination of this Agreement was caused by the Concessionaire, who shall then be responsible for conducting any necessary remediation or removal of said contaminants. This presumption is limited to contamination that, in the judgment of the Board's Director of Engineering and Maintenance, should have been detected by a competent, independent environmental consultant exercising appropriate professional judgment, skill and care in the course of performing an environmental assessment prior to the commencement of this Concession Agreement. Concessionaire shall supply the Board with a copy of any such assessment upon receipt by Concessionaire of same. Concessionaire agrees to perform an environmental assessment at the end of this Concession Agreement if requested by the Board.

ARTICLE 20
RELEASE AND INDEMNIFICATION

20.1 **Release.** Concessionaire hereby expressly waives and releases the Board, its members, officers, directors, employees and agents from 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 to the Concession Premises or 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, except as to claims of loss or damage caused by the gross negligence or willful misconduct of the Board, its employees, agents, representatives, contractors or subcontractors.

20.2 **Indemnity.** Concessionaire releases and shall indemnify, protect, defend and hold completely harmless the Board, its members, officers, directors, employees and agents ("**Indemnified Parties**") from and against any and all Liabilities which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties, by reason or on account of:

(i) damage to or destruction of the property of the Board, or any property of, injury to or death of any person, resulting from or arising out of Concessionaire's operations at the Airport except to the extent that such destruction, injury or death was caused by the sole or contributing negligence or willful misconduct of the Board;

(ii) the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred; or

(iii) the failure of Concessionaire to keep, observe or perform any of the covenants or agreements contained in this Concession Agreement to be kept, observed or performed by Concessionaire except to the extent that such liability, loss, suit, claim, demand, judgment, fine, penalty, cost or expense was proximately caused by the sole or contributing negligence or willful misconduct of the Board.

20.3 **Liabilities.** For purposes of this Agreement, the term "Liabilities" shall mean liabilities, contingent liabilities, claims, potential claims, costs, judgments, penalties, fines, losses, orders, and the like, including without limitation: (i) damages for the loss or restriction of use of rentable or usable space or of any amenity of the Airport or the Concession Premises; (ii) sums paid in settlement of claims, liabilities, damages, injuries, causes of action, judgments, and expenses (including, without limitation, attorneys' fees, consultant fees, and expert fees); (iii) damages caused by the breach or nonperformance by the Concessionaire of any covenant or

other provision of this Concession Agreement; (iv) costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal, or restoration work necessary should the Concessionaire fail to comply with provisions of this Concession Agreement; and (v) rents, fees or other monetary obligations owed by the Concessionaire to the Board.

20.4 Survival. The provisions of this Article shall survive the expiration or earlier termination of the Term of this Concession Agreement with respect to any acts or omissions occurring during the Term of this Concession Agreement.

ARTICLE 21

INSURANCE

21.1 Commercial General Liability Insurance. Concessionaire shall, at its own cost and expense, purchase, carry and keep in force during the Term of this Concession Agreement commercial general liability insurance and, if the Concessionaire operates any vehicles on the Airport, automobile liability insurance protecting Concessionaire, the Board, its members, officers, employees and agents of each, each of whom shall be named as additional insureds, but only as respects operations of the Named Insured, as their interests may appear, from and against any and all liabilities arising out of or relating to Concessionaire's conduct of its operations on the Airport (whether such operations are by Concessionaire or its contractors, or their agents, representatives or employees) and in such form and with such company or companies approved for issuance in the Commonwealth of Kentucky as the Board may reasonably approve, with a combined single limit (or its equivalent) coverage per occurrence of not less than the amount of Three Million Dollars (\$3,000,000), with a deductible reasonably acceptable to the Board, with a waiver of any right of subrogation that the insurer may have against the Board, and with contractual liability coverage for Concessionaire's obligations to the Board hereunder.

21.2 Fire and Extended Coverage Insurance – Parking Structure and Terminal. The Board agrees to maintain in force during the Term of this Concession Agreement fire and extended coverage insurance on the Parking Structure and Terminal and any additions, alterations, or modifications thereto and on all contents owned by the Board usual and incidental to the Parking Structure and Terminal for an amount of not less than the estimated full replacement value thereof (hereinafter referred to as "Board Insurance").

Concessionaire shall purchase similar insurance on, or shall self-insure, its contents, Improvements, modifications, equipment, furnishings, betterments and other incidental personal property (hereinafter referred to as "Concessionaire Insurance").

The Board and Concessionaire hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the aforementioned insurance on the Parking Structure and Terminal or contents and personal property in, at or on the Parking Structure and Terminal. All such policies shall include a waiver of subrogation with respect to the provisions of this Concession Agreement to the extent permitted by each party's insurance carrier.

Concessionaire shall not do or permit to be done any act or thing upon the Airport which will invalidate or conflict with the above policies or cause the Board's insurance to increase because of such act or thing.

21.3 Garage Keepers Liability Insurance. Concessionaire shall maintain Garage Keepers Liability Insurance of not less than One Million Dollars (\$1,000,000) per occurrence.

21.4 Commercial Crime Insurance. Concessionaire shall maintain Commercial Crime Insurance in the amount of One Million Dollars (\$1,000,000) to protect the Board's funds while in the custody of the Concessionaire. The commercial crime insurance shall cover, but not be limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, theft, disappearance and destruction, both at the Airport and in-transit.

21.5 Cyber-Security Insurance. Concessionaire shall maintain Cyber-Security Insurance in the amount of One Million Dollars (\$1,000,000) to mitigate losses from cyber incidents, including but not limited to data breaches, business interruption and network damage.

21.6 Workers' Compensation Insurance. Concessionaire shall also keep in force, at its expense, for the Term of this Concession Agreement, workers' compensation or similar insurance with a company or companies acceptable to the Board affording the required statutory coverage and containing the requisite statutory limits.

21.7 Certificate(s) of Insurance. At least three (3) business days prior to the Effective Date and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Concessionaire, Concessionaire shall cause its insurer to furnish the Board with a certificate(s) of insurance, evidencing all of the insurance coverage required of Concessionaire under the terms of this Concession Agreement. Such certificate(s) shall provide that the policies of insurance referred to therein shall not be subject to cancellation, lapse or other material change except after delivery of written notice as provided for herein to the Board at least thirty (30) days prior to the effective date of such cancellation or material change. Concessionaire, no later than thirty (30) days prior to the effective date of such cancellation, lapse or material change shall provide the Board with substitute certificate(s) of insurance complying with this Concession Agreement.

21.8 Other. Concessionaire understands and agrees that the minimum limits of the insurance hereunder may become inadequate during the Term of this Concession Agreement,

and further agrees that the Board may cause reasonable increases in such minimum requirements to meet then current airport industry standards. The Board will give Concessionaire a minimum of a thirty (30) day notice of any change in requirements and another thirty (30) days to be in compliance with new requirements.

If at any time Concessionaire shall fail to obtain and maintain in force the insurance required herein, the Board may, but shall have no obligation to, on written notice to Concessionaire, obtain such insurance for Concessionaire's account and obtain reimbursement within thirty (30) days from Concessionaire. Notwithstanding the foregoing, the Board may elect to terminate this Concession Agreement immediately upon such failure by Concessionaire.

All insurance required herein shall provide that it is primary insurance and respects any other valid and collectible insurance the Board may possess, including any self-insured retention or deductible the Board may have, and that any other insurance the Board 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.

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

ARTICLE 22

TERMINATION BY BOARD

22.1 If the Concessionaire shall fail to pay to the Board the Concession Fees or other payments required by this Concession Agreement and such failure shall not be remedied within ten (10) days of written notice, the Board shall have the right immediately to terminate this Concession Agreement, without further notice or opportunity to cure.

22.2 The Board shall have the right upon thirty (30) days prior written notice to the Concessionaire to terminate this Concession Agreement upon the happening of one or more of the following events, if said event shall be continuing:

22.2.1 Assignment for the Benefit of Creditors. Concessionaire shall make a general assignment for the benefit of creditors.

22.2.2 Remedies Under Federal Bankruptcy Laws. Upon filing by or against Concessionaire of any proceeding under federal bankruptcy laws.

22.2.3 Receiver. Concessionaire shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of the Concessionaire.

22.2.4 Abandonment. Concessionaire shall voluntarily abandon and discontinue its operations at the Airport.

22.2.5 Non-Payment Defaults. Concessionaire shall default in fulfilling any of the terms, covenants or conditions (other than those described in Section 22.1) required to be performed by this Concession Agreement and shall fail to commence and pursue with due diligence to remedy said default within thirty (30) days following receipt by the Concessionaire of a written demand from the Board to do so.

22.3 Removal of Property. In the event of any cancellation or termination of this Concession Agreement by the Board for any of the reasons specified above, Concessionaire shall have thirty (30) days within which to remove all trade fixtures and personal property installed in or upon the Concession Premises by Concessionaire. If said trade fixtures or personal property cannot be removed within the thirty (30) day period as herein provided, Concessionaire may request from the Board in writing an additional amount of time thereafter to complete the removal. If the Concessionaire has not totally vacated the Concession Premises after the expiration of the thirty (30) day period provided in this Section 22.3 and the Board in its sole discretion grants additional time to the Concessionaire, the Concessionaire shall be responsible to pay to the Board an occupancy fee equal to 1/365 of the last applicable Minimum Annual Guarantee or one hundred dollars (\$100.00), whichever is greater, for each consecutive day that it remains in said Concession Premises.

22.3.1 Any trade fixtures or personal property remaining in or upon the Concession Premises following the expiration of the thirty (30) day period or any written extension thereof granted by the Board, shall be considered abandoned by the Concessionaire and the Board may enter upon and into the Concession Premises, take possession of all remaining trade fixtures or personal property and dispose of the same in any manner deemed appropriate by the Board including, but not limited to, sale or disposal of the same.

22.3.2 Any costs, fees or expenses incurred by the Board in disposing of or removing any of Concessionaire's trade fixtures or personal property shall be for the account of the Concessionaire and therefore are payable by Concessionaire to the Board.

22.3.3 Should the Board be required to obtain a court order ordering the Concessionaire to vacate the Concession Premises, the Board shall be entitled to collect its fees, costs and expenses including attorneys' fees for obtaining same from Concessionaire.

ARTICLE 23

TERMINATION BY CONCESSIONAIRE

23.1 Concessionaire shall have the right, upon thirty (30) days' prior written notice to the Board, to terminate or suspend this Concession Agreement upon the happening of one (1) or more of the following events, if said event or events shall be continuing:

23.1.1 The issuance by any court of competent jurisdiction of an injunction order or decree preventing or restraining the use by the Concessionaire of all or any substantial part of the Concession Premises or preventing or restraining the use of the Airport for normal Airport purposes or the use of any part thereof which may be used by the Concessionaire or which is necessary for the Concessionaire's operations on the Airport and which remains in force for a period of a minimum of sixty (60) consecutive days.

23.1.2 The Board shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it under this Concession Agreement and shall fail to commence and pursue with due diligence to remedy said default within thirty (30) days following receipt of a written demand from the Concessionaire to do so.

23.1.3 All or any material part of the Airport or Concession Premises shall be destroyed by fire, explosion, earthquake or other casualty or other acts of God or the public enemy.

23.1.4 Any Governmental Authority shall occupy the Airport or any substantial part thereof to such extent as to interfere materially with Concessionaire's operations for sixty (60) or more consecutive days.

ARTICLE 24

ASSIGNMENT AND SUBLETTING

Concessionaire may not (voluntarily, by operation of law or otherwise) assign, transfer or mortgage its interest in this Concession Agreement, or sublet, in whole or part, the Concession Premises without the prior written consent of the Board. A consent by the Board shall not be a consent to any subsequent assignment, transfer, mortgage or sublease. Any unauthorized assignment, transfer, mortgage or sublease shall be voidable at the election of the Board.

ARTICLE 25

NO LIENS

Concessionaire shall be solely responsible for payment to all contractors and workers for any work performed on the Concession Premises, and shall keep the Concession Premises free and clear of all liens resulting from any work thereon, or the furnishing of labor or materials, by or on behalf of Concessionaire. If any such lien is filed or asserted, Concessionaire shall promptly cause the same to be released within twenty (20) days, or shall post a surety bond for payment of such lien claims that causes the lien to be removed as an encumbrance on the Concession Premises or any portion thereof. Concessionaire may contest the correctness or validity of any such lien, but shall indemnify, defend, and hold harmless Board from any and all such lien claims.

ARTICLE 26

MODIFICATIONS FOR GRANTING FAA FUNDS; DEED AND RESTRICTIONS

In the event that the FAA requires, as a condition precedent to granting of funds for improvement to the Airport, modifications or changes to this Concession Agreement, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Concession Agreement, as may be required to enable the Board to obtain such FAA funds provided, however, that in the event such changes materially impair the right of Concessionaire hereunder, Concessionaire shall have the right to terminate the Concession Agreement upon sixty (60) days prior written notice to the Board.

ARTICLE 27

NONDISCRIMINATION AND ACDBE GOAL

27.1 Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the said property described in this Concession Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

27.2 Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Concessionaire shall use the Concession Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

27.3 During the performance of this Concession Agreement, Concessionaire, for itself, its assignees and successor interest, agrees as follows:

27.3.1 Compliance with Regulations. Concessionaire (hereinafter includes consultants) shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Concession Agreement.

27.3.2 Nondiscrimination. Concessionaire, with regard to the work performed by it during the Concession Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Concession Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

27.3.3 Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by Concessionaire for work to be performed under a subcontract, including procurements of

materials, or leases of equipment, each potential subcontractor or supplier shall be notified by Concessionaire of Concessionaire's obligations under this Concession Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

27.3.4 Information and Reports. Concessionaire shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Board or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Concessionaire shall so certify to the Board or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information. Concessionaire's failure to submit the required information or report to the Board on a timely basis shall result in a late fee of fifty dollars (\$50.00) per day for each day late, upon written notification by the Board.

27.3.5 Sanctions for Noncompliance. In the event of Concessionaire's noncompliance with the non-discrimination provisions of this Concession Agreement, the Board shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

27.3.5.1 Withholding of payments to Concessionaire under the Concession Agreement until Concessionaire complies, and /or

27.3.5.2 Cancellation, termination, or suspension of the Concession Agreement, in whole or in part.

27.4 Incorporation of Provisions. Concessionaire shall include the provisions of Sections 27.1 through 27.3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Concessionaire shall take action with respect to any subcontract or procurement as the Board or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Concessionaire may request the Board to enter into any litigation to protect the interests of the Board. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

27.5 General Civil Rights Provision. Concessionaire agrees that it 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 handicap be excluded from participating in any activity conducted with or benefiting from federal assistance.

This provision binds Concessionaire from the RFP solicitation period (if applicable) through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates Concessionaire or its transferee for the period during which federal assistance is extended to the Airport through the Airport Improvement Program, except where federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or Improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- A. the period during which the property is used by the Board or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- B. the period during which the Board or any transferee retains ownership or possession of the property.

27.6 Title VI List of Pertinent Nondiscrimination Authorities. During the performance of this Concession Agreement, Concessionaire, for itself, its assignees, and successors in interest (referred to as the “contractor” in this Section) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. C.F.R. part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;

- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27.7 Compliance with Part 23. This Agreement is subject to the requirements of DOT's regulations, 49 CFR Part 23, Participation by Disadvantaged Business Enterprises in Airport Concessions ("Part 23"). Concessionaire 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, management contract, or subcontract, purchase or lease agreement, or other agreement covered by Part 23.

27.7.1 Incorporation of Provision. Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

27.8 ACDBE Goal. The ACDBE goal for this Concession Agreement is initially 5.0%, as measured as a percentage of Concessionaire's share of total annual Gross Revenues. Concessionaire covenants that it shall make Good Faith Efforts (as defined in Part 23) to achieve this goal. ACDBE participation shall be counted toward this goal as provided in Part 23. Concessionaire agrees to submit information to the Board as required concerning the participation of certified ACDBE firms. Concessionaire's failure to submit the required information or report to the Board on a timely basis shall result in a late fee of fifty dollars (\$50.00) per day for each day late, upon written notification by the Board. If Concessionaire cannot achieve the stated goal, it shall provide documentation to the Board that it has made Good Faith Efforts in attempting to achieve the goal.

27.9 ACDBE Change.

A. If Concessionaire proposes to terminate, substitute or modify the participation of an ACDBE joint venture, team member, subcontractor, or subconcessionaire under this Agreement, prior to such change, Concessionaire shall submit for review and prior approval, to the Board, reasonable documentation regarding the proposed change in ACDBE participation. Concessionaire shall include the specific reasons for the change in ACDBE participation and must produce any and all documents and information regarding the proposed change.

B. Before transmitting to the Board a request for a change, Concessionaire shall give at least five (5) days' notice in writing to the affected ACDBE, with a copy to the Board, of its intent to request the change and the reason for the request. The ACDBE may respond to the notice with the reasons, if any, why it objects to the proposed change and why the Board should not approve the proposed change.

C. When an ACDBE is terminated or otherwise fails to complete its work under this Agreement, the Concessionaire must make good faith efforts to find another ACDBE to substitute for the original ACDBE. The Concessionaire shall provide the Board with documentation of its good faith efforts within seven (7) days of the Board's request, which may be extended for an additional seven (7) days upon request of the Concessionaire.

27.10 Breach of ACDBE Obligations. Concessionaire's failure to carry out its ACDBE obligations shall constitute a material breach of this Concession Agreement that may result in termination of this Concession Agreement, or such other remedy as deemed appropriate by the Board.

ARTICLE 28

BOND INDENTURE AND SUBORDINATION

28.1 This Concession Agreement and all rights granted to Concessionaire hereunder are expressly subject to the lien and provisions of the pledges, transfers, hypothecations or assignments made by the Board in that certain Trust Indenture dated November 1, 2008 concerning the issuance of bonds by the Board (the "2008 Indenture"), as the same may be amended, supplemented, modified and/or restated from time to time. Concessionaire understands that the Board is the issuer of such bonds. Concessionaire specifically acknowledges and agrees that this Concession Agreement is expressly subject to Section 5.02 of the 2008 Indenture, as the same is now in effect and may from time to time hereafter be amended. The Board expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of said bonds, including the creation of reserves therefor, and including the granting of mortgages, indentures or ground leases on all or part of the Airport, including the Concession Premises.

28.2 The Board expressly reserves the right to enter into any Trust Indenture or other agreement for the issuance of bonds or financing of capital projects at the Airport, and Concessionaire agrees that this Concession Agreement and all rights granted to Concessionaire hereunder shall be subject to any such lien and provisions of the pledges, transfers, hypothecations or assignments made by the Board in any such trust indenture or financing agreement. The Board expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of said bonds or financing, including the creation of reserves therefor, and including the granting of mortgages, indentures or ground leases on all or part of the Airport, including the Concession Premises.

28.3 This Concession Agreement and all rights granted to Concessionaire hereunder shall be subordinated to any future mortgage, indenture, or ground lease given to secure or provide for payment of bonds or other financing, and all amendments thereto. This provision shall be self-operative and no other writing shall be required to effect such subordination. However, upon the request of the Board's lender or bond trustee, Concessionaire shall execute and deliver a subordination, non-disturbance and attornment agreement in a form reasonably satisfactory to said lender or bond trustee.

28.4 With respect to bonds on which the interest is intended to be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986 as amended or superseded, Concessionaire shall:

28.4.1 not use, without the prior written consent of the Board, any portion of the Concession Premises for any purpose other than as in support of the Concessionaire's Concession Agreement and subordinate to such airport facility that are of a character and size commensurate with the character and size of such airport facility, excluding any lodging facility or any retail business (including food and beverage facilities) in excess of a size necessary to serve Concessionaire's invitees, any office building (excluding office space in the Concession Premises for use by Concessionaire), any industrial park or manufacturing facility, any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; and

28.4.2 immediately cease and desist from any action with respect to the use of the Airport, to the extent such action is described in a written notice delivered by the Board as an action that, pursuant to the written advice of the Board's bond counsel or the Internal Revenue Service, may adversely affect the treatment of interest on any such bond as excludable from gross income for federal income tax purposes.

ARTICLE 29

NOTICES

All notices or demands provided for or which may be given by either party to the other under the terms of this Concession Agreement shall be in writing signed by the party giving the notice or making the demand and shall be deemed validly served upon deposit in the United States mail, Registered, Restricted Delivery, Return Receipt Requested, postage and registration fees prepaid, addressed as follows:

TO BOARD:

Lexington-Fayette Urban County Airport Board
4000 Terminal Drive, Suite 206
Lexington, KY 40510
Attn: Executive Director

TO CONCESSIONAIRE:

ATTN: Chris J. Howley, Executive Vice President

w/copy to: Bob Linehart, Chief Operating Officer

Republic Parking System, Inc.
633 Chestnut Street, Suite 200
Chattanooga, Tennessee 37450

or to such other address as the addressee may designate by written notice to the other party delivered in accordance with the provisions of this Article.

ARTICLE 30

MISCELLANEOUS

30.1 Independent Contractor. Concessionaire shall, at all times during the Term of this Concession Agreement, or any extensions hereof, be regarded as an independent contractor, and Concessionaire shall not at any time act as agent for or of the Board.

30.2 Non-Interference. Concessionaire shall, at all times, conduct its operations so as not to interfere with, impinge upon, delay or hinder the operations of the Board, the Airport, or any other Concessionaire operating in or at the Airport. 30.3 Non-exclusive Remedies. It is understood and agreed that the rights and remedies of the Board and the Concessionaire specified are not intended to be and shall not be exclusive of one another or exclusive of any common law right of either party hereto.

30.4 Force Majeure. In computing any time within which either party is obligated to cure any default as required by this Concession Agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy, or by order, direction or other interference by or because of any action taken, except actions directly against the Concessionaire, by any municipality, state, federal or other governmental body, court, board or commission, having jurisdiction.

30.5 Non-waiver of Rights. The waiver of any breach, violation or default in or with respect to the performance or observation of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

30.6 Entire Agreement and Amendment. This Concession Agreement, together with all exhibits attached hereto, which exhibits are incorporated herein by reference, constitutes the entire agreement between the parties hereto, and any other representations or statements heretofore made, verbal or written, are merged herein. This Concession Agreement may be amended only in writing, except as otherwise provided herein, executed by duly authorized representatives of the parties hereto.

30.7 Governing Law. This Concession Agreement shall be governed by the laws of the Commonwealth of Kentucky, regardless of the principles of conflicts of laws applied by Kentucky or any other jurisdiction.

30.8 Time is of the Essence. Time is of the essence for the performance of the Concessionaire's obligations under this Concession Agreement.

30.9 Successors and Assigns of Parties. This Concession Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto but this provision shall not be considered a consent by Board under Article 24 of this Concession Agreement.

30.10 Severability. If a provision hereof shall be finally declared unenforceable or illegal by any court or administrative agency having jurisdiction, the entire Concession Agreement shall not be unenforceable, but the remaining provisions shall continue as nearly as possible in accordance with the original intent of the parties.

30.11 Forfeiture. No cancellation or termination of this Concession Agreement in accordance with the rights of either party under this Concession Agreement to cancel or terminate shall be considered a forfeiture, such rights being a part of the consideration for this Concession Agreement and of the essence hereof.

30.12 Written Consent Required. In all instances in this Concession Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing.

30.13 Estoppel Certificate. From time to time, upon not less than twenty (20) days' prior written request by the Board, Concessionaire shall deliver to the Board a statement in writing certifying, to the extent correct and accurate: (i) that this Concession Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Concession Agreement as modified is in full force and effect); (ii) that the Board is not in default under any provision of this Concession Agreement, or if in default, the nature thereof in detail; and (iii) such further matters as may be reasonably requested by the Board, it being intended that the parties may rely upon such statements.

30.14 Choice of Venue. Any suit brought by any party hereto shall be brought only in the United States District Court for the Eastern District of Kentucky (Lexington Division) or the Fayette Circuit Court. Each party consents to the personal jurisdiction of such courts and waives any objections based upon the convenience of such forum.

IN WITNESS WHEREOF, the parties hereto have caused this Concession Agreement to be executed by their duly authorized officers the day and year first above written.

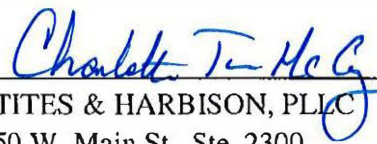
LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD

By: 
Executive Director

REPUBLIC PARKING SYSTEM, INC.

By: 
Title: Executive Vice President

Approved for the Board as to legality of form and content:


STITES & HARBISON, PLLC
250 W. Main St., Ste. 2300
Lexington, Kentucky 40507

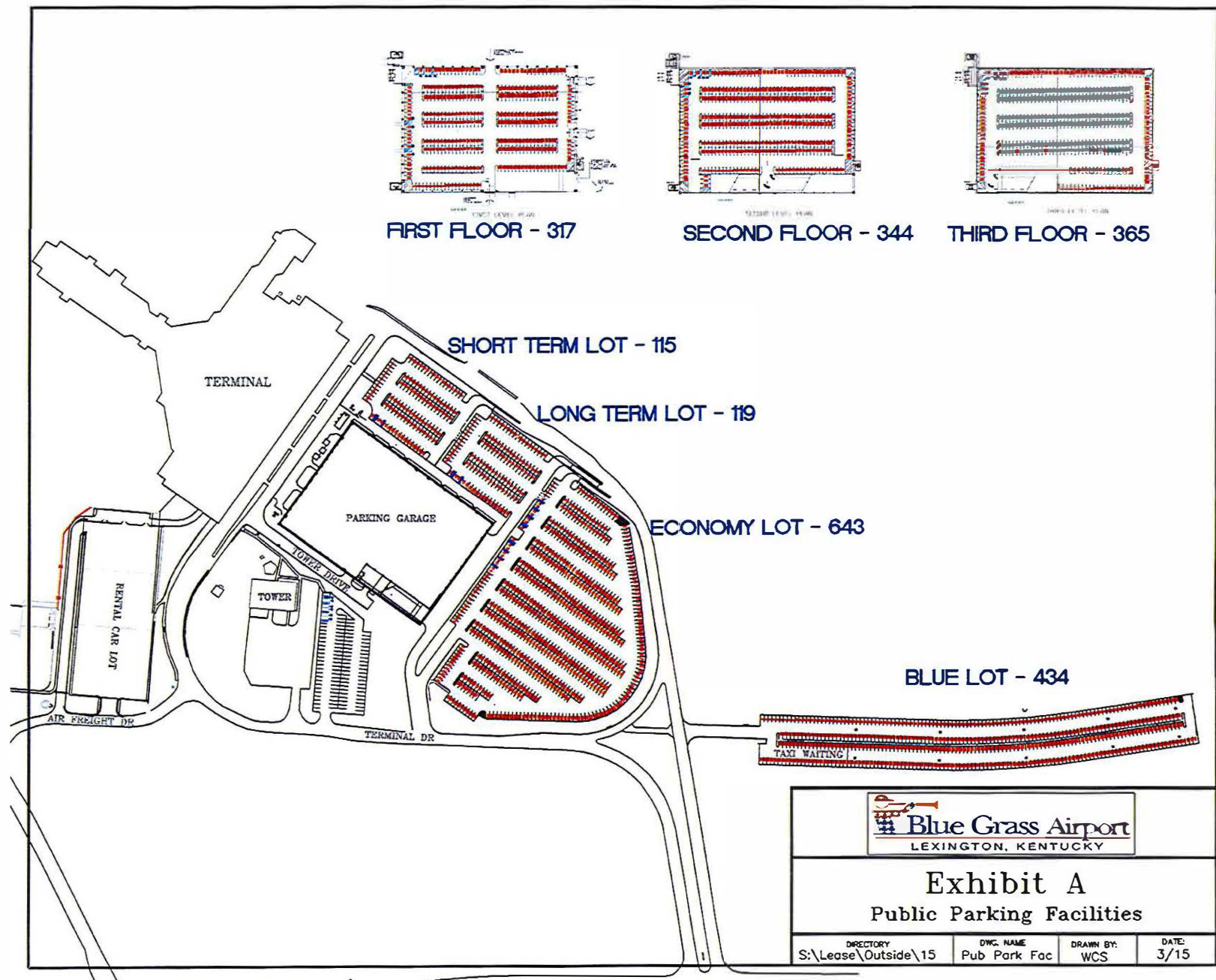


EXHIBIT B1

Luggage Cart Return

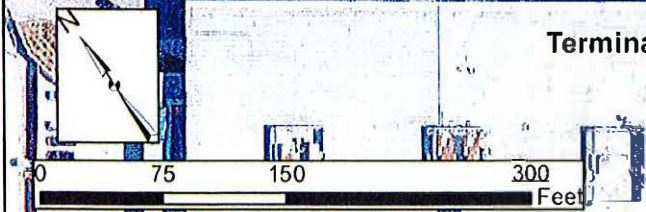
Luggage Cart Return

Exit Booth

Terminal

 **Blue Grass Airport**
LEXINGTON, KENTUCKY

Site: 15 Date: 3/15



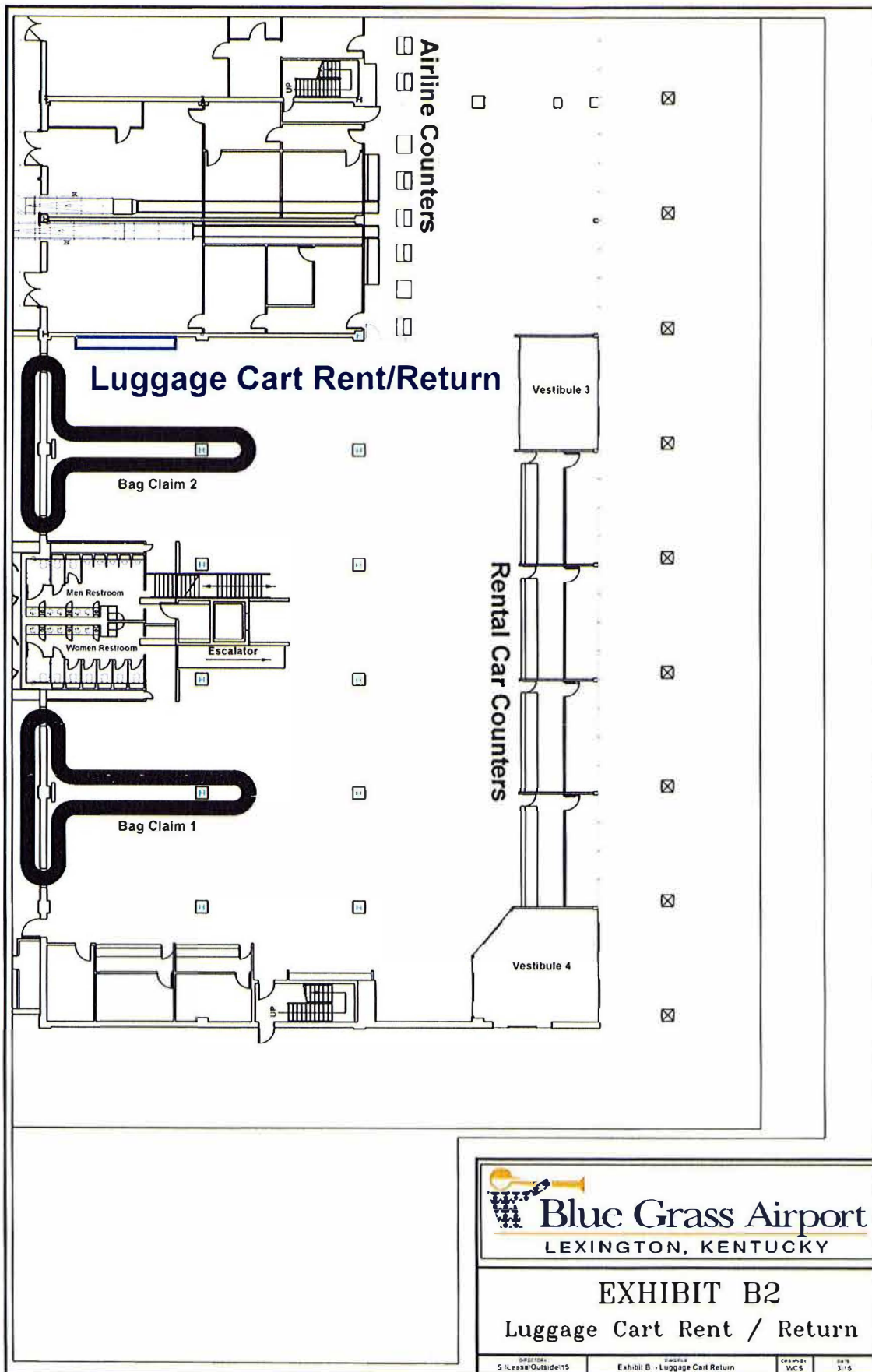


EXHIBIT B2

Luggage Cart Rent / Return

EXHIBIT C

Valet Parking Operations Area



Blue Grass Airport
LEXINGTON, KENTUCKY

S: Lease Outside15 Date: 4/15

Exhibit D

Monthly Gross Receipts for:

Lexington-Fayette Urban County Airport Board

**Blue Grass Airport Administration Office
4000 Terminal Drive, Suite 206
Lexington, KY 40510**

Month:

Gross Receipts Amount:

Luggage Cart:

Less: C/C Service Charges

Net Commissionable Receipts: \$ -

Monthly Calculation	Eligible Receipts	%	Remittance
x% of Net Receipts (0 - \$xxx)	\$ -	x% \$	-
x% of Net Receipts (\$xxx - \$xxx)	-	x%	-
x% of Net Receipts over \$xxx	-	x%	-
TOTALS	\$ -		-
Net Due to Airport			\$ -
(Effective rate % based on net revenues)			

Certified Correct:

Respectively Submitted:

Name
Title

Name
Title

Exhibit E

Fees

<u>Violation</u>	<u>Fee</u>
Concessionaire's failure to complete and submit, on a timely basis, Gross Revenues Reports, the independent CPA Statements, or other reports required by airport management.	\$50.00 for each day the report is late.
Unaccounted For Parking Tickets	A. No penalty for any tickets which are less than 0.25% of the total number of tickets issued during the month. B. A penalty of \$5.00 per ticket for those tickets in excess of 0.25% of the total number of tickets issued during the month, but less than 0.5%. C. A penalty of \$10.00 per ticket for those tickets in excess of 0.5% of the total number of tickets issued during the month, but less than 1.0%. D. A penalty of \$20.00 per ticket for those tickets in excess of 1.0% of the total number of tickets issued during the month, but less than 2.0%. E. A penalty of \$30.00 per ticket for those tickets in excess of 2.0% of the total number of tickets issued during the month.
Wait times at public parking exit booths of greater than 10 minutes.	Allow patrons to exit immediately without charge or provide patron with up to 1 hour of free parking. Include full value of tickets in Gross Revenues in determining Concession Fees due to the Board.
Concessionaire's failure to complete and submit, on a timely basis, ACDBE reports or other reports required by airport management.	\$50.00 for each day the report is late.
Failure to keep the Concession Premises neat, clean, and properly maintained, as determined by airport management.	\$500.00 for the second violation of a similar nature during any twelve (12) month period and \$1,000.00 for each similar additional violation during such twelve (12) month period.

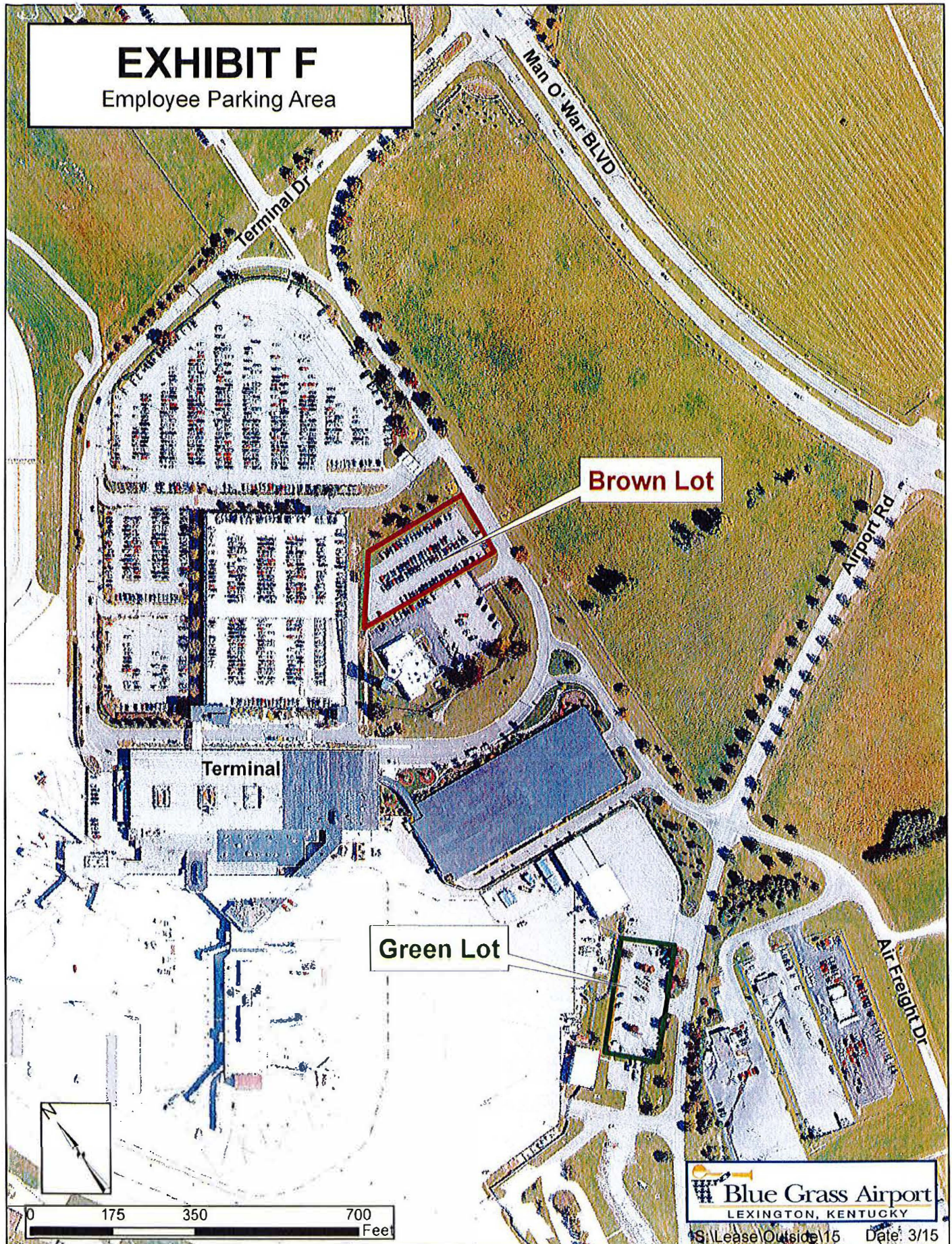
Exhibit E

FEES

<u>Violation</u>	<u>Fee</u>
Deficiencies in customer service, such as rude or disrespectful treatment, failure to respond to complaints or inquiries on a timely basis, and general disregard for customers' safety or well-being, as determined by airport management and evidenced by a pattern of written complaints from customers.	\$500.00 for the second violation during any twelve (12) month period and \$1,000.00 for each additional violation during such twelve (12) month period.
Failure to properly safeguard revenue through proper use, maintenance and supervision of equipment and personnel, resulting in a revenue loss as determined by airport management.	\$500.00 for the first violation during any twelve (12) month period and \$1,000.00 for each additional violation during such twelve (12) month period.

EXHIBIT F

Employee Parking Area



Brown Lot

Green Lot

Terminal

Man O' War BLVD

Airport Rd

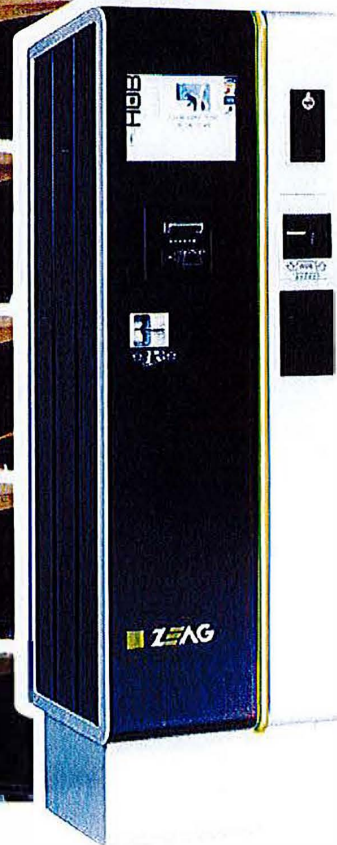
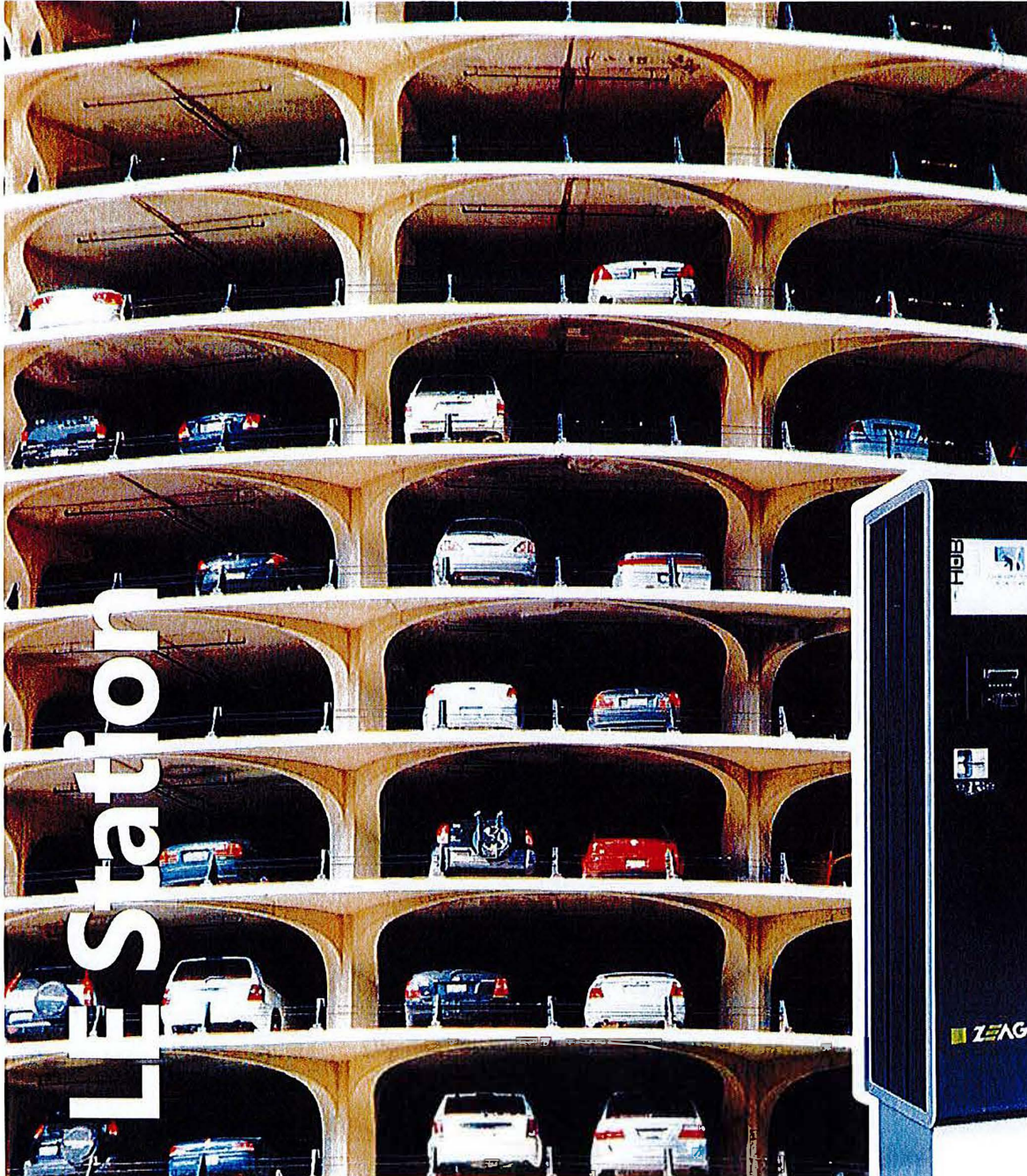
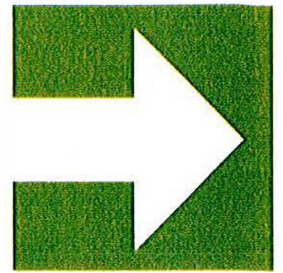
Air Freight Dr

Entry Station

Lane Entry Station

Exhibit G

Parking Access and
Revenue Control
System Description



Parking
Technology



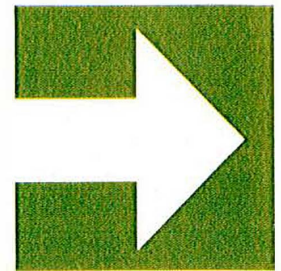
ZEAG

Entry Station

Lane Entry Station

Exhibit G

Parking Access and
Revenue Control
System Description



BASE MODEL

Multilingual high contrast LCD display for user instructions (4x20 characters)
Ticket issuing unit for Magnetic stripe or Barcode tickets
Illuminated navigation to guide customers step-by-step through the entry process
Stainless steel cabinet
Standard color - Housing (RAL 9006 White Aluminium) plus side/front panels (RAL 7021 Black Grey)
Peripheral control unit
Power Supply
Heating and cooling units with separate thermostats
Intercom call button and loudspeaker
Ticket box holder for 5'000 tickets and collection bin
Individual security lock
Push button operation controls

OPTIONS

10.4" color TFT display and touchscreen
Chip & PIN plus Wave & Pay terminals for Credit Card In/ Credit Card Out (country specific certification)
Range of contactless RFID proximity readers
Range of long range AVI readers
Customized side/front panel color
Customized housing and side/front panel colors
Sea/Ocean special protective treatment
Thermal paper receipt printer
Valiscan barcode scanner (1D or 2D options)
Base (standard: 60mm, increased height for Chip & PIN: 200mm)
Magnetic door lock & door open sensor options
Double height frame (truck and car)

ZEAG Lane Entry Stations are designed for fast and smooth issuing of magnetic stripe or barcode tickets. Advanced thermal printing technology is used for clear text printing. The stations can operate as part of a networked system or alternatively stand-alone. Tickets can be automatically issued as the vehicle approaches the station or by touching a ticket issue button. The station also provides Contract Parking verification and securely handles credit cards.

STANDARD FEATURES

- Fast ticket issue (magnetic stripe or barcode tickets)
- Automatic issue as the vehicle approaches the station or, alternatively, by the user pressing a ticket button or inserting a card.
- Read after write and anti-pass back control
- Online operation (RS422/485 or TCP/IP) or standalone
- Contract, Season or Monthly parking using a wide range of media (magnetic cards, barcode, proximity, AVI, LPR)
- Accepts value cards for parking
- Event parking
- Credit Card In/Credit Card Out (subject to country specific certification)
- Chip & PIN plus Wave & Pay terminals (subject to country specific certification)
- PCI-DSS certified together with Parking Management System
- Retraction of alarm tickets and retention of invalid cards
- Barrier gate control
- Pre-booking and pre-payment
- Dual Rate - to allow issue of tickets with two different rates



Dimensions

- Width: 460mm / 18,1"
- Height: 1360mm / 53,3" (including standard base)
- Height: 1500mm / 59,1" (including Chip & PIN base)
- Depth: 422mm / 16,6"
- Standard height base: 60mm / 2,4"
- Increased height base for Chip & PIN: 200mm / 7,9"
- Weight: 53 kg / 116 lbs approx (incl. standard base)

Power

- 90 to 240 VAC, 47 to 63 Hz

Power Consumption

- Regular load: 114 W
- With heating: 350 W

Environment

- Ambient temperature:
-20°C / -4 F to +50°C / 122 F

Parking
Technology



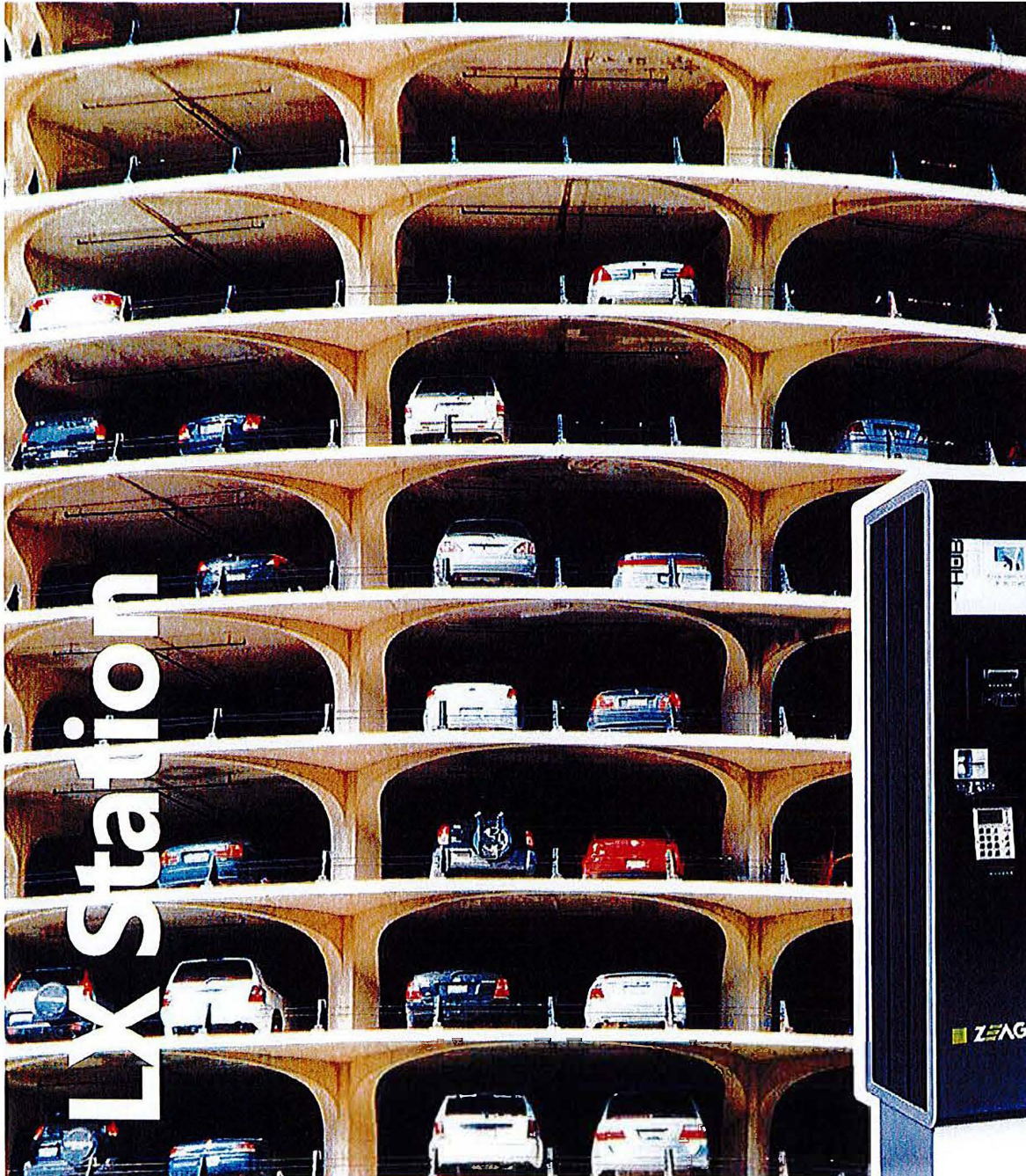
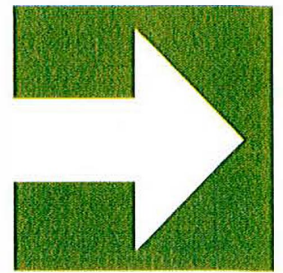
ZEAG

Exit Station

Lane Exit Station

Exhibit G

Parking Access and Revenue
Control System Description



Parking
Technology

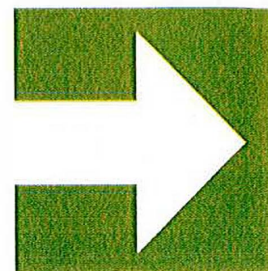


ZEAG

Exit Station

Exhibit G

Parking Access and Revenue Control System Description



Lane Exit Station

BASE MODEL

Multilingual high contrast LCD display for user instructions (4x20 characters)

Read/Write ticket unit for Magnetic stripe or Barcode tickets

Illuminated navigation to guide customers step-by-step through the exit process

Stainless steel cabinet

Standard color - Housing (RAL 9006 White Aluminium) plus side/front panels (RAL 7021 Black Grey)

Peripheral control unit

Power Supply

Heating and cooling units with separate thermostats

Intercom call button and loudspeaker

Collection bin for used ticket

Individual security lock

OPTIONS

10.4" color TFT display and touchscreen

Chip & PIN plus Wave & Pay terminals for Credit Card In/ Credit Card Out (country specific certification)

Range of contactless RFID proximity readers

Range of long range AVI readers

Customized side/front panel color

Customized housing and side/front panel colors

Sea/Ocean special protective treatment

Thermal paper receipt printer

Valiscan barcode scanner (1D or 2D options)

Base (standard: 60mm, increased height for Chip & PIN: 200mm)

Magnetic door lock & door open sensor options

Double height frame (truck and car)

ZEAG Lane Exit Stations are installed at the exit of the parking area and can process pre-paid tickets or take payments using credit cards. It accepts a wide range of discount tickets.

STANDARD FEATURES

- Fast ticket read (magnetic stripe or barcode tickets)
- Read after write and anti-pass back control
- Online operation (RS422/485 or TCP/IP) or standalone
- Contract, Season or Monthly parking using a wide range of media (magnetic cards, barcode, proximity, AVI, LPR)
- Value card entry, exit and payment
- Accept rebate/ chaser/ discount tickets
- Read discount barcode vouchers
- Credit In/Credit Out (subject to country specific certification)
- Payment for parking tickets using credit or value cards
- Credit card payment (magnetic Credit Card – subject to country specific certification)
- Chip & PIN plus Wave & Pay terminals (subject to country specific certification)
- PCI-DSS certified together with Parking Management System
- Remote lost ticket (variable charge)
- Retraction of alarm tickets and retention of invalid cards
- Barrier gate control
- Pre-booking and pre-payment

Dimensions

- Width: 460mm / 18,1"
- Height: 1360mm / 53,3" (including standard base)
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Parking
Technology



ZEAG