SARASOTA BRADENTON INTERNATIONAL AIRPORT

CONCESSION AGREEMENT
ON-DEMAND NON-METERED LIMOUSINE SERVICE

ALD LIMO CORPORATION

SARASOTA MANATEE AIRPORT AUTHORITY

Date of Execution: July 28, 2021
Initial Term: August 1, 2021 - July 31, 2024

ALD LIMO CORPORATION

WITNESETH

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport ("Airport") located in the Counties of Sarasota and Manatee, State of Florida; and

WHEREAS, the Authority wishes to assure that a safe, high quality and efficient non-metered limousine service is available at the Airport to meet all arriving flights for the benefit and convenience of the traveling public and has determined that contracting with a limousine service provider is essential to assure that service is available; and

WHEREAS, Concessionaire is a qualified on-demand non-metered limousine services provider; and

WHEREAS, Concessionaire has furnished limousine services at the Airport since August 1, 2020, under that certain Concession Agreement for On-Demand Non-Metered Limosine Services, dated July 30, 2020, and is desirous to continue to provide on-demand non-metered limousine services at the Airport; and

WHEREAS, the Authority is willing to grant non-exclusive rights to Concessionaire to provide on-demand non-metered limousine services at the Airport, subject to the terms, covenants and conditions set forth hereafter;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and condition of this Agreement, as herein contained, the Authority and Concessionaire agree each for themselves, their successors and assigns as follows:

ARTICLE 1
GRANT OF RIGHTS

1.1 Use of Airport

Concessionaire, its employee, and employee and contract drivers (collectively "Drivers") shall have the use of all common-use roadways for ingress and egress to and from the Airport. In addition, subject to the terms, covenants and conditions set forth herein, Concessionaire, its employees and Drivers shall be granted the non-exclusive right to use Designated Areas, specifically defined below, at the Airport, for the sole purpose of conducting non-exclusive On Demand Non-Metered Limousine Service at the Airport for the transportation of airline passengers and their baggage to and from the Airport Terminal Building ("Terminal") at the Airport.

1.2 Designated Areas

The Authority shall provide Concessionaire adequate vehicle parking spaces and vehicle queuing areas for staging Concessionaire's vehicles at suitable and accessible locations on the Airport adjacent to the baggage claim area of the Terminal, or other designated area(s), as may be designated in writing by the Authority, without the need for an amendment to this Agreement, where Concessionaire shall be granted the non-exclusive right to load and unload Airline passengers and their baggage at the Airport ("Designated Areas"). All Concessionaire's vehicles shall be parked in such Designated Areas only and in such manner as may be determined from time-to-time by the Authority. For purposes of this Agreement, said Designated Areas shall consist of the Commercial Vehicle Queuing Area, which is comprised of three (3) lanes on the West end of the Terminal that are specifically designated for Commercial Vehicles. Concessionaire shall use Lane 1 of the Commercial Vehicle Queuing Area only for both loading and unloading Airline passengers and baggage. Concessionaire shall not have the right at any time to load or unload passengers or baggage at any other location on the Airport, except in Lane 1 of the Commercial Vehicle Queuing Area, or such other Designated Area(s) as may be assigned in writing by the Authority during the Term of this Agreement.

1.3 Terminal Premises

Subject to availability as determined solely by the Authority, Authority may provide to Concessionaire for its use counter space or office space in the Terminal as approved in writing, from time-to-time, by the Authority ("Terminal Premises"). The Authority reserves the right, and Concessionaire acknowledges and agrees, that the size, configuration, location, manner and use of Terminal Premises by Concessionaire, if any, may be altered, relocated, or terminated, in part or in its entirety, by the Authority at any time during the Term of this Agreement as it determines solely for itself to be in the best interest of the Authority or the traveling public. The Authority further reserves the right, and Concessionaire acknowledges and agrees, that Authority may adopt, amend, or elect to assess from time-to-time rents, fees, and charges for use of the Terminal Premises by Concessionaire, as Authority may deem for itself to be prudent or necessary, and Concessionaire agrees to be responsible for such assessments, if any.

ARTICLE 2
RIGHTS RESERVED

2.1 Changes to Designated Areas

The Authority reserves the right and in its sole discretion to designate or redesignate any Designated Area for Concessionaire or other Commercial Vehicle operators conducting business at the Airport, including but not limited to on and off-airport rental car companies, peer-to-peer rental car companies, transportation network companies, taxicabs, limousines, and private vehicles, to pick-up and drop-off airline passengers and their baggage at the Airport. Authority reserves for itself and Concessionaire acknowledges and agrees that the size, configuration, location, manner and use of all Designated Areas may be altered, relocated, or removed, in part or in its entirety, by the Authority at any time during the Term of this Agreement as it determines solely for itself to be in the best interest of the Authority or the traveling public. Concessionaire further acknowledges and agrees that the Authority reserves the right to adopt and or amend from time-to-time Rules and Regulations, Policies, Procedures and Operating Standards relating to security and all other operational matters that may affect Concessionaire's business, and to establish fees and charges for the use of the Airport by Concessionaire and other Commercial Vehicle providers as Authority may deem for itself to be prudent or necessary.

2.2 Airport Operations and Development

The Authority reserves the absolute right at all time and in its sole discretion to (a) operate, maintain, develop, renovate, improve, expand, construct, make repairs, alterations, and or additions to the Terminal or any building, structure, infrastructure or improvement located anywhere on the Airport, including Designated Areas, free from all liability to Concessionaire for any loss, business interruption, or any other damage incurred by Concessionaire of any nature whatsoever occurring during or as a result of such actions taken by Authority, unless such damages result from the negligence, or willful misconduct of the Authority or its officers, agents, employees, contractors and or subcontractors; and (b) to establish such fees and charges for the use of the Airport by Concessionaire and other Commercial Vehicle providers as Authority may deem prudent or necessary.

The Authority shall provide Concessionaire reasonable prior written notice prior of any action to be taken by Authority that will physically impact Concessionaire's Leased Premises or Designated Areas. Authority has made no representations, warranties, or covenants to Concessionaire regarding the operation or development of the Airport, or any other matter of any kind, related to this Agreement.

2.3 Remaining Rights Reserved

All rights not specifically granted to the Concessionaire by this Agreement are expressly and independently reserved to the Authority.

ARTICLE 3

TERM OF AGREEMENT

3.1 Initial Term

This Agreement shall commence on August 1, 2021 ("Commencement Date") and shall continue uninterrupted thereafter for period of three (3) years, through July 31, 2024 ("Initial Term"), unless sooner terminated as provided for hereinbelow.

3.2 Renewal Term

Subject to Concessionaire's compliance with the terms, covenants and conditions of this Agreement, throughout the Term hereof, and provided Concessionaire has not defaulted on any terms, covenants or conditions of this Agreement, Concessionaire shall have the right to extend the Term of this Agreement for up to one (1) additional one (1) year term ("Renewal Term"), which Renewal Terms shall be subject to the right of earlier termination as provided for hereinbelow. For purposes of this Agreement, the Initial Term and Renewal Term shall be collectively referred to as the Term.

ARTICLE 4
TERMINATION RIGHTS

4.1 Termination by Authority

All services provided by Concessionaire shall be satisfactory to the Authority and in accordance with the terms, covenants, and conditions of this Agreement. Should the Authority at any time deem the services provided by Concessionaire to not be in accordance with the terms, covenants or conditions of this Agreement, Authority shall provide Concessionaire writing notice of the default and Concessionaire shall be afforded ten (10) calendar days after the receipt of said notice to correct the default outlined therein. Should Concessionaire fail to remedy in its entirety any default within ten (10) calendar days after the receipt of said notice, the Authority may immediately terminate this Agreement. In the event of termination of this Agreement pursuant to this paragraph, said termination shall become effective on the date of termination as stated in the notice. No further notice shall be given and no plea by Concessionaire shall be considered.

Notwithstanding, anything to the contrary stated herein, Authority may immediately terminate this Agreement and pursue any damages or remedies available to it under law upon the happening, or any time thereafter, of any one of the following events of default:

A. Concessionaire's failure to pay the concession fee, or any other sums payable hereunder for a period of ten (10) days after written notice by the Authority.

B. The receipt of two worthless checks in payment of any obligation arising under this Agreement during any twelve-month period of the Term of the Agreement.

C. The failure of Concessionaire to maintain the Surety required by this Agreement.

D. The failure of Concessionaire to maintain the required insurance coverages required by this Agreement

E. Concessionaire's failure to observe, keep or perform any of the other terms, covenants, or conditions of this Agreement, or in the Airport Rules and Regulations for a period of ten (10) days after receipt of written notice by the Authority.

F. The bankruptcy of Concessionaire.

G. Concessionaire making an assignment for the benefit of creditors.

H. A receiver or trustee being appointed for Concessionaire or a substantial portion of concessionaire's

assets.

I. Concessionaire's voluntary petitioning for relief under, or otherwise seeking the benefit of, bankruptcy, reorganization, arrangement, or insolvency law.

J. Concessionaire's vacating or abandoning its operation at the Airport or attempting to mortgage or pledge its interest hereunder.

K. Concessionaire's interest under this Agreement being sold under execution or other legal process.

L. Concessionaire's interest under this Agreement being modified or altered by any unauthorized assignment or subletting or by operation of law.

M. Any of the goods or chattels of Concessionaire used in, or incident to, the operation of Concessionaire's business at the Airport being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding.

N. Concessionaire's failure to cooperate with any environmental laws, programs or audits promulgated by the Authority or applicable regulatory agencies which may be revised from time to time.

Pursuit of any remedy herein provided shall not constitute a forfeiture or waiver of any fees or other monies due to the Authority hereunder or of any damages accruing to the Authority by reason of the violations of any of the terms, provisions and covenants herein contained. The Authority's acceptance of fees or other monies following any event of default hereunder shall not be construed as the Authority's waiver of such event of default. No forbearance by the Authority of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Authority to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default.

The Authority and Concessionaire, each for itself, hereby agrees to waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, the relationship of the Authority and Concessionaire, Concessionaire's use or occupancy of the Airport, claim, injury, or damage. In the event the Authority commences any proceeding to enforce this Agreement or the Authority /Concessionaire relationship between the parties or for nonpayment of fees, of any nature whatsoever, or additional monies due the Authority from Concessionaire under this Agreement, Concessionaire will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Concessionaire must, because of applicable court rules, interpose any counterclaim or other claim against the Authority in such proceedings, the Authority and Concessionaire covenant and agree that, in addition to any other lawful remedy of the Authority, upon motion of the Authority, such counterclaim or other claim asserted by Concessionaire shall be severed out of the proceedings instituted by the Authority and the proceedings instituted by the Authority may proceed to final judgement separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Concessionaire.

The parties hereto agree that all suits for any breach of this Agreement shall be instituted and maintained only in those courts of competent jurisdiction in Sarasota or Manatee Counties, Florida.

4.2 Termination by Concessionaire

Concessionaire may terminate this Agreement if Concessionaire is not in default of this Agreement, including, but not limited to its payments to Authority hereunder, by giving Authority one hundred twenty (120) days advance written notice. In the event the Concessionaire terminates this Agreement, Concessionaire shall release its Surety to the Authority and the Authority shall retain Concessionaire's Surety for any payment required herein.

ARTICLE 5
RATES, FEE AND CHARGES

5.1 Concession Fee

As consideration for the Rights Granted by Authority to Concessionaire, and for Concessionaire's use of Terminal Premises, Concessionaire shall pay to Authority, beginning on the Commencement Date through September 30, 2021, on the first day of each month, a concession fee in the amount of Two Dollars and Fifty Cents ($2.50) per passenger picked-up by the Concessionaire at the Airport during the immediate prior month ("Concession Fee"). Beginning on the October 1, 2021, on the first day of each month, throughout the remaining Term of this Agreement, Concessionaire shall pay to Authority a Concession Fee in the amount of Three Dollars and Fifty Cents ($3.50) per passenger picked-up by the Concessionaire at the Airport during the immediate prior month ("Concession Fee").

5.2 Concession Report

Concessionaire shall submit to the Authority on the first day of the month, throughout the Term of this Agreement, with the payment of the Concession Fee, a concession report that shall state the number of passengers picked-up by the Concessionaire on each day during the immediate prior month ("Concession Report"). The total number of passengers picked up by the Concessionaire during the immediate prior month shall be used to calculate the amount of the Concession Fee due and payable each month by the Concessionaire to the Authority.

5.3 Fee Payments

Concession Fee payments, and payments of other rents, fees, and charges, if any, (collectively "Fee Payments") shall be due and payable by Concessionaire to Authority within ten (10) calendar days immediately following the prior month of operation or occupancy by Concessionaire. All Fee Payments shall be accompanied by the Concession Report, as defined above, and shall be hand delivered or sent by US First Class Mail each month to:

Accounts Receivable Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL 34243

5.4 Delinquent Payments

In the event Concessionaire fails to pay the Rent or Concession Fees as required to be paid under the provisions of this Agreement within ten (10) days after the end of each prior month, interest at the maximum rate allowed by law shall accrue against the delinquent payment(s) from the date due until the date payment is received by Authority. Implementation of this provision shall not preclude the Authority from terminating this Agreement for default in the payment of fees and charges or from enforcing any other provisions contained herein or implied by law.

5.5 Worthless Payments

In the event Concessionaire delivers a worthless check or draft to the Authority in payment of any obligation arising under this Agreement, Concessionaire shall incur a service charge of Twenty-Five Dollars ($25.00) or five percent (5%) of the face amount of such check or draft, whichever is greater; or if Florida Statute §832.07 is amended, such other fee as shall be set by said Statute. Authority shall not accept more than one worthless check or draft during any twelve-month period during the term of this Agreement. Upon receipt of a second worthless check or draft during any twelve-month period, Authority thereafter shall only accept cashier's checks from the Concessionaire for payment of the Concession Fee.

ARTICLE 6

TAXES, PERMITS AND LICENSES

Concessionaire shall be solely responsible and shall bear, at its own expense, all costs of operating its concession at the Airport, including all taxes, permits, and licenses required, levied, or assessed against it, and any sales, use or similar taxes levied or assessed on any payments made by Concessionaire hereunder. Concessionaire shall further obtain at its own expense all permits, licenses, or other authorizations required by law in connection with the operation of its concession at the Airport.

ARTICLE 7
SURETY FOR PAYMENTS

7.1 Surety Requirement

Lessee shall, upon execution of this Agreement, provide to the Authority a security deposit ("Surety") for payment for any amount due or pass due required by Concessionaire, which Surety shall be in favor of the Authority, in the amount of Five Thousand Dollars ($5,000.00), which Surety shall consist of one of the following:

A. Surety Bond. Provide to the Authority a surety bond to be maintained throughout the term of this Agreement. Such bond shall be issued by a surety company acceptable to the Authority and authorized to do business in the State of Florida, which shall be in the form and content prescribed by the Authority.

B. Irrevocable Letter of Credit. Provide to the Authority an irrevocable letter of credit drawn in favor of the Authority upon a bank, which is authorized to do business in the State of Florida an acceptable to the Authority, which letter of credit shall be kept in force throughout the term of this Agreement in the form and content prescribed by the Authority.

C. Cash Deposit. Provide to the Authority a cash deposit, which the Authority will maintain in a non-interest-bearing account.

The amount of Surety required by this Article may be amended by the Authority, if in its sole discretion it determines for itself that it is necessary or advisable based on the size of the monthly Concession Fees paid by Concessionaire to Authority or based on a change in the Authority polices regarding surety for payments by others, by providing to Concessionaire thirty (30) days advance written notice of its decision.

7.2 Failure to Maintain Surety

Failure by Concessionaire to continually maintain Surety in the form required herein shall constitute a default by Concessionaire, upon which the Authority may immediately terminate this Agreement.

7.3 Waiver of Surety

Thirty (30) days prior to the first-year anniversary of the Term of this Agreement, Lessee may request in writing from Authority a waiver of the Surety requirement(s) contained in this Article, for the subsequent year of the Term hereof. Provided that Lessee is not in default and has been timely in remittance of all payments due for the preceding twelve (12) months, said request shall not be unreasonably withheld. Timely shall be defined herein as having no instance where the rent due was in arrears thirty (30) days or more. Thereafter, in accordance with all said terms, covenants, and conditions of this Agreement, Lessee shall be entitled to request said waiver annually. If at any time, Lessee becomes delinquent in any payments due by thirty (30) days, Authority shall have the right to reinstate the Surety for payment requirement upon ten (10) days' written notice from Authority. Waiver of the Surety to the Concessionaire shall be conditioned on the compliance and satisfactory performance of all covenants, terms, and conditions of this Agreement throughout the Term hereof. If this Agreement is terminated due to Events of Default by Concessionaire, the Surety shall not be refunded to Concessionaire.

ARTICLE 8

INSURANCE REQUIREMENTS

8.1 General Requirements

The minimum insurance requirements defined herein shall not be deemed to limit or define the obligations of Concessionaire. Concessionaire shall provide, pay for, and maintain throughout the Term of this Agreement, and any potential holdover period, insurance with limits no more restrictive than listed below with insurance companies duly authorized to do business in the State of Florida.

Evidence of insurance is required to be delivered to the Authority for review by the Authority prior to the Effective Date of this Agreement for review by the Authority. Concessionaire shall not commence any work, operation, or service in connection with this Agreement until it has obtained all the insurance required by this Article and provided to Authority original hand signed Certificates of Insurance hand signed by an Authorized Representative of the Insurer, which certificates shall accompany this Agreement.

The Authority reserves the right to reject any certificate of insurance, insurance policy, or other evidence of insurance, written by an insurer that it deems to be in a stressed financial condition, incurring other operational deficiencies or not in compliance with the full requirements of this Agreement. Failure of the Authority to deem any insurance policy, certificate of insurance or other evidence of full compliance with these insurance requirements as inadequate or failure of the Authority to identify a deficiency that is provided to the Authority, shall not be construed as a waiver of Concessionaire 's obligations to maintain the required insurance.

In the event of a reduction or cancellation in any Insurance required by this Article, Concessionaire shall take immediate steps to have it reinstated. If at any time Authority request a written statement from Concessionaire's insurer as to the impairments to any required insurance, Concessionaire shall promptly authorize such request and have it delivered without delay to the Authority. Concessionaire further authorizes Authority, its employees, agents, and consultants, to confirm all information furnished to Authority, as to its compliance with the insurance requirements of this Article, with Concessionaire's insurance agents, brokers, and carriers. Concessionaire shall immediately make up any impairment when the same shall become known to it.

Authority shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insurance retention in any insurance policy. The payment of a deductible or retention shall be the sole responsibility of the Concessionaire. If any of the insurance coverage required herein is met by Concessionaire by a program of self-insurance, Concessionaire shall submit complete evidence requested to the Authority demonstrating the Concessionaire 's right to self-insure as provided by the State of Florida.

8.2 Policy Requirements

Each insurance policy required herein to be carried by the Concessionaire throughout the Term of this Agreement, as otherwise amended, other than Worker's Compensation and Employer's Liability, shall contain the following provisions:

A. All insurance policies shall be primary and non-contributory to the benefit of the Authority with respect to any claims arising out of this Agreement, against any insurance held or self-funded by the Authority.

B. The Authority shall be individually listed and endorsed as an Additional Insured on all insurance policies as "Sarasota Manatee Airport Authority, its governing members, officers, employees, agents and volunteers."

C. All insurance policies shall provide for Severability of Interest, clarifying that, except with respect to the coverage limits, insurance applies to each insured as though a separate policy were issued to each.

D. The Authority will be provided written notice by U.S. Postal Service pre-paid registered or pre-paid certified mail at least thirty (30) days prior to any modification or termination of any insurance coverage.

8.3 Commercial Automobile Liability

Concessionaire shall provide Commercial Automobile Liability insurance coverage on a form no more restrictive than ISO Form CA 00 01. The minimum limits of Commercial Automobile Liability Insurance, inclusive of any amounts provided by an umbrella excess policy, shall cover any automobiles, as to ownership, maintenance, and use, including owned, non-owned, leased, and hired vehicles, in amounts not less than:

$125,000 bodily injury per person
$300,000 bodily injury per occurrence
$50,000 per accident for property damage
Or:
$500,000 Combined Single Limit-less than 6 passengers
$1,000,000 Combined Single Limit-6 or more passengers

Effective October 1, 2021, or such other date Authority amends Appendix C, Insurance Requirements, to the Airport's Rules and Regulations, dated May 20, 2019, for all Commercial Vehicles operating at the Airport, whichever is later, and thereafter throughout the remaining Term of this Agreement, as may be amended, the minimum limits of Commercial Automobile Liability Insurance, inclusive of any amounts provided by an umbrella excess policy, shall cover any automobiles, as to ownership, maintenance, and use, including owned, non-owned, leased, and hired vehicles, in amounts not less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

All vehicles used by Concessionaire in any manner on the Premises shall be included under Concessionaire's Commercial Automobile Liability Policy or covered by a blanket coverage endorsement.

In addition to the insurance amounts require, Concessionaire shall ensure that all Drivers of any of Concessionaire's owned, leased, rented, or otherwise controlled vehicle(s) that perform operations or services in any manner rendered under this Agreement, shall maintain, throughout the Term of this Agreement, no less than the minimum insurance required by the State of Florida. Concessionaire shall not allow any Driver, employee, contractor, subcontractor, or vehicle owner to commence work, operations, or services under this Agreement until all Drivers have obtained no less than the minimum insurance required by the State of Florida.

8.4 Commercial General Liability

Concessionaire shall provide Commercial General Liability insurance coverage on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be on a form no more restrictive than ISO Form CG 20 10 10 01. Coverage shall include all Authority Premises, Concessionaire's Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Broad Form Property Damage, including Completed Operations.

The minimum limits of Commercial General Liability Insurance, inclusive of any amounts provided by an umbrella excess policy, covering liability resulting from, or in connection with, operations performed by, or on behalf of, Concessionaire under this Agreement, or the use or occupancy of Authority Premises by, or on behalf of, Concessionaire shall be no less than:

$1,000,000 Combined Single Limit Liability for Each Occurrence
$1,000,000 Bodily Injury, Personal Injury and Property Damage Liability for Each Occurrence
$1,000,000 Completed Operations, Personal/Advertising and Contractual Liability for Each Occurrence

8.5 Workers' Compensation/Employer's Liability

Concessionaire shall maintain for all employees engaged in Concessionaire's operations, resulting from this Agreement, Worker's Compensation and Employer's Liability insurance coverage with limits that meet the statutory requirements of the State of Florida and any applicable Federal laws, which requirements are at present no less than:

$100,000 Each Occurrence
$100,000 Each Disease
$500,000 Aggregate

8.6 Umbrella Liability or Excess Liability

Umbrella Liability or Excess Liability used to reach the minimum limit of liability insurance required, shall not be less than:

$1,000,000 Combined Single Limit Each Individual
$1,000,000 Combined Single Limit Each Occurrence
$1,000,000 Combined Single Limit Bodily Injury, Personal Injury and Property Damage

ARTICLE 9
WAIVER OF SUBROGATION

Concessionaire, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights and proceedings of any kind or nature whatsoever against the Authority, including but not limited to those relating to, loss of or damage to business, property, or injuries or death of any persons, including property and worker's compensation claims, in any way resulting from, or arising out of, directly or indirectly, Concessionaire's operation in connection with this Agreement or Concessionaire's use or occupancy of any portion of the Airport. This shall include acts and omissions of Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees of Concessionaire, provided that Concessionaire need not defend, release, indemnify, or hold harmless the Authority, its members, officers, officials, agents, employees, contractors, subcontractors and volunteers from damages resulting from the sole negligence or willful misconduct of the Authority's Authority, its members, officers, officials, agents, employees, contractors, subcontractors and volunteers.

In addition to the requirements stated above, to the extent required by the Florida Department of Transportation ("FDOT") Public Transportation Grant Agreement, and to the fullest extent permitted by law, Concessionaire shall indemnify and hold harmless the State of Florida, FDOT, its officers and employees, from liabilities, damages, losses and costs, including not limited to, reasonable attorney fees, to the extent caused by the negligence, reckless or intentional wrongful misconduct of the Concessionaire and persons employed or utilized by the Concessionaire in the performance of this Agreement. Nothing contained in the paragraph is intended to nor shall it constitute a waiver of the State of Florida and FDOT's sovereign immunity. Concessionaire 's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement unit it is determined by final judgement of a court of law that any suit, claim, or other action against the Authority, its members, officers, agents, employees, contractors, subcontractors and volunteers, as described in this Article, is fully and finally barred by the applicable statute of limitations or repose.

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

agents, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving the Concessionaire of any of its obligations under this Article. If any above paragraphs are deemed to conflict in any way with the law, this or part of this Article will be considered modified by such law to remedy the conflict.

Concessionaire shall indemnify, protect, defend, and hold Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, and all reasonable costs for investigation and defense thereof, including but not limited to reasonable attorney's fees, court costs and expert fees, of any nature whatsoever arising directly out of Concessionaire's or its Drivers, owners, officers, employees, contractors, subcontractors, and agents in performance of this Agreement, except to the extent such injury, death or damage is caused by the negligence or willful misconduct of the Authority, another licensee or other third-party not related to Concessionaire. Authority shall give to Concessionaire prompt and reasonable written notice of any such claims or actions. The provisions in this Article shall survive the expiration or early termination of this Agreement.

Concessionaire shall deliver to the Authority prompt and reasonable written notice, and a true copy, of any notice, warning, summons or other legal process relating to the violation or enforcement of any law, ordinance, rule, regulation, or order by Concessionaire. Concessionaire shall indemnify and hold the Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers harmless from and against all claims, actions, damages, liabilities, fines, penalties, costs and expenses suffered or incurred by the Authority due to Concessionaire 's failure to comply with any law, ordinance, rule, regulation or order as required herein.

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 Authority otherwise would be entitled as an Additional Insured under any liability insurance policy maintained or required to be maintained by Concessionaire hereunder.

ARTICLE 10
INDEMNIFICATION

10.1 Property Damages

Concessionaire hereby expressly indemnifies, waives and releases any cause of action or right of recovery for compensation it may have against the Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers 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 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 or damage resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers.

10.2 Business Interruption

Concessionaire hereby expressly indemnifies, waives, and releases any cause of action or right of recovery for compensation it may have against the Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers for any and all loss or damage incurred by reason of any interruption in Concessionaire 's business sustained by the Operation or Development of the Airport unless such loss or damage is due to the negligence or willful misconduct of Authority, its members, officers, officials, agents, employees, contractors, subcontractors, and volunteers.

10.3 Chattels of Concessionaire

All property belonging to Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees brought onto the Airport by Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees shall be at the sole risk of Concessionaire.

ARTICLE 11
RULES AND REGULATIONS

11.1 General Requirements

Concessionaire and its Drivers owners, officers, employees, contractors, subcontractors, and agents shall comply with the Sarasota Bradenton International Airport, Ground Transportation Rules and Regulation, dated August 28, 2017, as may be amended ("Rules and Regulations"). Concessionaire, Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees shall further comply with all federal, state, and local statutes, ordinances, rules, and regulations now in existence and as may be promulgated that are applicable to Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, or agents conduct at the Airport. Concessionaire agrees to pay or reimburse Authority for any fines, which may be assessed against Authority, caused by any violation by Concessionaire, Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees at the Airport.

11.2 Operational Requirements

Concessionaire shall ensure that its Drivers, employees, contractors, subcontractors, and/or agents are properly trained and equipped to conduct the activities required by this Agreement, regarding the proper handling and delivery of baggage. Concessionaire, Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees shall obtain all federal, state, and local licenses required by law prior to the Commencement Date of this Agreement and shall maintain all said licenses throughout the Term of this Agreement. Concessionaire shall continually maintain and furnish to the Authority upon its request without delay, during the Term of this Agreement, copies of all active and expired licenses required by law pertaining to this Agreement.

11.3 Security Requirements

A. Concessionaire shall comply with all applicable rules, regulations, and instructions of the Airport Police Department and its on-duty Officers relating to any matter on the Airport, including but not limited to all security and vehicle operations occurring anywhere on the Airport.

B. Concessionaire shall comply with all applicable rules, regulations, and instructions of the Transportation Security Administration ("TSA") and its on-duty Officers relating to Airport security and shall not allow Drivers to access the Aircraft Operations Area of the Airport without all proper authorizations of the TSA and Airport Police Department.

C. Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

D. Concessionaire expressly agrees on behalf of itself and its successors and assigns, to use all reasonable efforts to prevent any use of the Airport which would reasonably interfere with or would reasonably be deemed to adversely affect the operation, maintenance, or development of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

E. Concessionaire agrees that it will not knowingly exercise or grant any right or privilege which would operate to prevent directly or indirectly any person, firm, or corporation operating aircraft on the Airport from performing any service.

11.4 Prohibited Activities

Concessionaire shall not allow at any time or in any manner any vehicle to be left unattended in any Designated Area at the Airport, without the vehicle having first been inspected and approved to be left unattended by an on-duty Airport Police Officer. Concessionaire shall further not, without the Authority's prior written consent: a) cause or permit anything to occur in any Designated Areas or elsewhere on the Airport, or bring or keep anything thereon, which would be reasonably likely to I) increase in any way the risk of fire, ii) create a nuisance, iii) obstruct or interfere with the rights of others at the Airport, or iv) injure or annoy anyone; b) commit or suffer to be committed any waste on the Designated Areas or elsewhere on the Airport; c) use or allow to be used for any improper, immoral, unlawful, or reasonably objectionable purpose; d) place anything on any floor, wall, ceiling, fence, escalator, stairway or sidewalk in or adjacent to the Designated Areas or elsewhere on the Airport that endanger any structure or obstruct the sidewalks, passageways, stairways or escalators in or adjacent to the Designated Areas, Terminal and Airport roadways; or e) do or permit to be done, anything, in any way, which would be reasonably or likely materially injure the reputation or image of the Authority or the appearance of the Airport.

ARTICLE 12
ENVIRONMENTAL REGULATIONS

12.1 Hazardous Materials

Concessionaire agrees that neither it nor its Drivers, owners, officers, employees, contractors, subcontractors, agents, or invitees shall knowingly cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about anywhere on the Airport, or transported to or from anywhere on the Airport; provided that Concessionaire may use such substances as are customarily used in the services being provided to the Authority and the public hereunder so long as such use is in strict compliance with all applicable Authority's Rules and Regulations and Environmental Laws, as defined hereinbelow. As used herein, the following terms shall have the following meanings:

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

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

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

Notwithstanding any other provision of this Agreement, Concessionaire acknowledges that certain properties and use of properties within the Airport are subject to Environmental Laws. Concessionaire agrees to observe and abide by said Environmental Laws as applicable to its use of the Airport, and in

addition to any and all other Agreement requirements, and any other covenants and warranties herein, Concessionaire hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies, that Concessionaire is aware of all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Concessionaire of its operations pursuant to or anywhere on the Airport. Concessionaire expressly represents, covenants, warrants, guarantees, and agrees that it shall comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund") and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Concessionaire further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all state and local laws, ordinances, rules, and regulations protecting the environment. Concessionaire agrees to keep informed of future changes in the existing Environmental Laws.

Concessionaire its Drivers, owners, officers, employees, contractors, subcontractors, agents and invitees hereby expressly agrees to indemnify and hold Authority harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agent's or invitees' failure to comply with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Concessionaire agrees to cooperate with any investigation or inquiry by any governmental agency regarding any possible violation of any Environmental Law.

12.2 Environmental Indemnity

Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees shall indemnify, defend and hold harmless the Authority, its members, officers, employees, agents, contractors and subcontractors, licensees and invitees from and against any and all loss, damage, cost or expense (including attorney's fees) arising during or after the Term of this Agreement as a result of or arising from (i) a breach by Concessionaire of its obligations contained in subparagraph (2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport solely caused by the act or omission of Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees at the Airport.

ARTICLE 13
VEHICLE STANDARDS

13.1 Vehicle Standards

Concessionaire shall provide all equipment, including vehicles necessary and suitable as required, throughout the Term of this Agreement, sufficient to maintain the best-in-class level of service required to meet the needs of the traveling public at the Airport as determined by the Authority in its sole discretion.

A. For purposes of this Agreement, "Limousine" shall mean a black or dark gray colored car non-metered vehicle, less than 25 feet in length, seating capacity of 15 passengers or less that may include eco-friendly sedans, luxury sedans, stretch limousines, SUV's or vans. Concessionaire shall ensure that not less than eighty percent (80%) of all Limousines providing service at the Airport at any one time shall be black in color.

B. For purposes of this Agreement, "Trade Dress" shall mean that signage placed on Concessionaire's vehicles or owner Concessionaire vehicles operating as a Concessionaire vehicle identifying the Concessionaire's name.

C. Prior to commencing service under this Agreement, Concessionaire shall furnish Authority with a list of all vehicles necessary for the operation of this concession, including type and year of vehicle, vehicle identification number, and license tag number, and proof of liability insurance coverage for each such vehicle ("List of Vehicles").

D. Concessionaire's vehicles shall be modern, less than ten (10) years old, air conditioned, suitable in size and design, uniformly painted, clean, sanitary and well maintained, both inside and outside, including but not limited to no visible damage such as torn, stained or faded upholstery or carpeting, dents, scratches, rust, faded or peeling paint, broken or cracked windows, broken or non-working headlights or taillights, lose or damaged doors, fenders or bumpers.

E. Concessionaire's vehicles shall be safe for operation and in compliance in all respects with the applicable state and local laws, including having a current in-state license and registration.

F. Concessionaire's vehicles shall be properly equipped for communications with Concessionaire's Starters and Dispatchers.

G. The Authority, its Police Officers, or its other designee(s) shall, at any time, have the right to inspect any of Concessionaire's vehicles.

H. Any of Concessionaire's vehicles found to be in violation of the above may be refused permission to operate at the Airport pursuant to this Agreement. if any of Concessionaire's vehicles is wrecked or damaged, it shall not be operated at the Airport until it is fully repaired.

I. Concessionaire is permitted to use owner-operated vehicles. Owner-operated vehicles must comply with all terms and conditions of the Agreement, and the Authority shall have the right to prevent any current or future owner-operated vehicle from operating at the Airport for cause and upon written notice to Concessionaire.

J. Concessionaire's vehicles used in the operation of this concession shall bear all external Trade Dress.

13.2 Accessible Vehicles

Concessionaire shall ensure that at least one (1) appropriately equipped passenger assessable vehicle is readily available at the Airport for purposes of transporting disabled persons from the Airport. Such vehicle(s) shall be operated by an appropriately trained Driver. In the event the appropriately equipped vehicle is in use or otherwise unavailable, Concessionaire shall use its other resources to ensure that appropriate service for the transportation of disabled persons is immediately made available.

Upon request by any person, Concessionaire's Drivers, Starters, and employees shall provide all reasonable assistance to disabled passengers using wheelchairs, entering, or exiting vehicles, entering, or existing doorways, or stepping onto or over roadways, sidewalks, curbs, or gutters.

The provisions of this Section are in addition to, and not a limitation of, any other requirements that may be imposed by applicable federal, state, or local laws or regulations, including without limitation, the Americans with Disabilities Act of 1990 and Title IV Code of Federal Regulations, Parts 17 and 37.

13.3 Disabled Vehicles

Concessionaire shall avoid storing any of its wrecked, damaged, or otherwise unsightly or inoperable vehicles anywhere on the Airport. The Authority reserves the right to have such vehicles towed at Concessionaire's expense.

ARTICLE 14
DRIVER AND EMPLOYEE STANDARDS

14.1 Drivers and Employees

Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees shall adhere to the following standards:

A. While operating under this Agreement, Concessionaire shall keep an updated list of Drivers, Starters and Dispatchers ("List of Drivers") verifying the following qualifications for each Driver, Starter and Dispatcher, and provide to the Authority immediately upon request copies of original source documentation that confirm the following:

1. The driver is at least 18 years of age.
2. The driver is legally authorized to work in the United States.
3. The driver holds a valid Driver's License issued by the State of Florida.
4. The driver reads, speaks, and understands English.

B. Only Concessionaire's Starters and Dispatchers may engage in soliciting passengers.

C. Concessionaire's employees shall not use improper, loud, or boisterous language.

D. Concessionaire's employees shall be clean, neat in appearance, professional and courteous and appropriately attired in uniforms with an ID badge identifying Concessionaire's name and employee's name.

E. Drivers shall remain within ten (10) feet of their respective vehicles whenever said vehicles are on the line and shall not enter the Terminal, except for brief periods of time to patronize the concessions or public rest rooms nearest to the limousine staging area. In no case shall a driver delay other drivers in line.

F. Concessionaire and its employees shall conduct its business and provide on-demand limousine services in a manner which will maintain the Airport, inside and outside the Terminal in a clean and attractive condition and shall use proper waste receptacles for accumulated waste.

G. Concessionaire's employees shall accept and transport all passengers and baggage desiring service regardless of short or long-haul destinations. No selection of passengers or baggage according to fee or destination shall be permitted at any time.

H. Concessionaire's employees shall not consolidate passengers or their baggage in limousines unless passenger is informed of any additional charges or savings and the passenger's express consent is given.

I. Subject to all other provisions of the Agreement, including but not limited to the Authority's right to permit other methods of transportation under this Agreement, it is understood and agreed between the parties hereto that in the event of a temporary substantial failure of service by Concessionaire, or in the event Concessionaire fails to have a sufficient number of vehicles available and ready for use for loading of passengers and their baggage desiring transportation, the Authority may, for public convenience, supplement or authorize other companies to provide on-demand non-metered limousine services. Said actions, substitutions, or authorizations by the Authority, if any, shall not be considered a violation by the Authority of the rights of Concessionaire under this Agreement.

14.2 Driver Logs

Concessionaire shall require its drivers to maintain logs of each departure from the Airport ("Driver Logs"). All said Driver's Logs shall be made available immediately upon request by the Authority, the Airport Police

Department, any on-duty Airport Police Officer or other Authority designee.

14.3 Concessionaire's Starters

Concessionaire shall furnish, at its own expense, the necessary Starters and Dispatchers to, suitably and efficiently, provide on demand, non-metered, limousine service to the public at the Airport. Concessionaire shall provide a Starter with a communications system to communicate with all of Concessionaire's Drivers. Starters shall be on duty prior to the first scheduled air carrier arrival of the day until the last scheduled arrival and its passengers have exited the Terminal and Baggage Claim areas. Starters shall be neat, professional, and courteous, and shall advise, upon request, alternate methods of ground transportation. A rate schedule shall be posted in plain view at the Starter's Booth. Concessionaire shall take every action within its control to ensure that the maximum waiting time for passengers shall not exceed ten (10) minutes from the time a customer requests the service until the vehicle is loaded and departs the Airport. A direct telephone line shall be installed and maintained by Concessionaire at the Starter Booth for customer use when a Starter is not available.

ARTICLE 15
SERVICE STANDARDS

15.1 General Standards

Concessionaire's standard of operations shall equal or exceed the highest quality of service provided by similar on-demand non-metered limousine concessions at similar situated airports in the State of Florida. Concessionaire shall provide the public with the highest level of consideration in matters affecting its operation and use of the Airport. Concessionaire shall furnish good, prompt, professional, and courteous service, adequate to meet all reasonable demands for on-demand non-metered limousine service at the Airport, including providing service to persons with disabilities consistent with state and federal law.

Concessionaire shall maintain close supervision over all its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees to ensure a courteous and high quality of service is provided to the public and that it maintains the safe use of the Airport roadway system. Concessionaire shall, within reason, control the conduct, demeanor and appearance of its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees, and of those doing business with it and, upon objection by the Authority concerning the conduct, demeanor, and appearance of any such person(s), shall immediately take all reasonable steps necessary to remove the cause of the Authority's objection. The performance or nonperformance of the obligations stated in this Section shall be determined at the sole discretion of the Authority.

15.2 Availability of Service

Concessionaire shall promptly furnish on-demand, non-metered limousine service 24 hours per day, seven days per week, or as may be required to meet the then existing level of passenger demand and as any Airline at the Airport may reasonably request from time-to-time. At a minimum, Concessionaire shall provide on-demand non-metered limousine service for the earliest scheduled air carrier arrival or departure at the Airport through to the last scheduled air carrier arrival or departure at the Airport, each day of the year throughout the term of this Agreement.

15.3 Sole Concession

The use of the Airport's property and facilities by Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees shall be limited solely to the purpose set forth by this Agreement. The Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees shall not conduct any business or provide any other service to the public other than that of on-demand non-metered limousine service or the delivery of delayed, misplaced, or misrouted airline baggage without the prior written consent of the Authority.

15.4 Passenger Charges

Concessionaire covenants and agrees that all rates and charges for Concessionaire's on-demand non-metered limousines service shall approximate those charged in metered taxicabs. A copy of Concessionaire's rates schedule shall be posted in each of Concessionaire's vehicles in plain view of passengers. Rates charged from the Airport shall remain consistent with those rate requirements of Sarasota County, Florida and Manatee County, Florida.

15.5 Questions and Complaints

Concessionaire shall promptly and courteously respond to each customer question or complaint received by the Concessionaire and the Authority, which complaints received by the Authority shall be promptly referred to the Concessionaire for a prompt and courteous response. Any questions or complaints regarding Driver conduct, appearance, level of service, maintenance of the vehicles, standards of operation or public safety brought before the Authority shall be reviewed by the Authority who shall take such actions as it deemed appropriate based on the circumstance. Upon notification, Concessionaire shall take whatever steps are necessary to comply with any directive of the Authority. Continued or repeated violations of a directive of the Authority shall be suitable grounds for termination of this Agreement.

A record of all such questions or complaints shall be maintained by Concessionaire and made available to the Authority throughout the term of this Agreement ("Complaint Log"). Concessionaire shall, within three (3) calendar days of the date a written customer question or complaint is first received, whether referred by the Authority or received directly from a passenger or customer, make an appropriate written response if requested by the passenger, customer, or Authority. If further action on the question or complaint is required, the initial response may consist of an acknowledgment of the question or complaint and a statement of further action or investigation to be taken by Concessionaire. When such further action or investigation is complete, a follow-up response shall be sent to the passenger or customer by the Concessionaire. Passenger and customer questions and complaints which are received by telephone are to be responded to immediately by telephone and, if appropriate, in writing. Concessionaire shall submit to the Authority as requested a copy of Concessionaire's Complaint Log prepared by Concessionaire and Concessionaire's written response to or record of telephone discussions with the passenger or customer to resolve each matter.

Each of Concessionaire's vehicles will display in plain view of the passenger an information card with the Driver's name, picture, and ID# along with the following message which may be revised from time to time by the Authority at the sole discretion:

> *"Welcome to the Sarasota Bradenton International Airport. We hope your stay is pleasant. Uniformed Limo Starters and Airport Police Officers are on duty to assist you. Complaints and/or compliments should be sent to the Sr. V.P., Real Estate Development & Properties, Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243.*
>
> *Please note the driver's name, limousine number and the date and time of your trip in your correspondence. Your comments are important to us."*

ARTICLE 16
ADVERTISING AND SOLICITATION

No signs, posters, advertising displays or devices of any kind may be erected in or upon any vehicles used by Concessionaire in the performance of this Agreement without prior written approval of the Authority. Concessionaire, its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees Shall be prohibited from distributing any advertising matter except such as shall be first approved in writing by the Authority. Concessionaire agrees that no solicitation or business of any kind other than herein provided shall allowed to be conducted on at the Airport. Any such solicitation, conduct related to, or the administration or supervision of any other type or kind of business except as provided herein shall not be permitted and shall be considered in violation of the provisions of the Agreement.

ARTICLE 17
EVENTS OF DEFAULT

If Concessionaire shall fail to remit any undisputed payment due to Authority hereof, or shall fail to submit any report or list required to be submitted in connection therewith, within ten (10) days after notice from Authority that the same is presently due, or in the event that Concessionaire its Drivers, owners, officers, employees, contractors, subcontractors, agents, and invitees violates any other material term, covenant or condition of this Agreement and such violation continues without cure after Authority has given written notice thereof to Concessionaire, the Authority shall have the right to immediately terminate this Agreement upon written notice to Concessionaire. Concessionaire shall not be entitled to the return of any annual fees prepaid prior to the date of termination. In addition, Authority shall have all other rights or remedies available to it as a landlord under the applicable laws of the State of Florida by reason of any such default.

ARTICLE 18
NONDISCRIMINATION

Concessionaire agrees that no person on the grounds of race, color, sex, age, creed, religion, national origin, disability, or marital status shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Airport under the provisions of this Agreement. Concessionaire shall use the Airport in compliance with all other requirements applicable to it imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Concessionaire shall comply with laws of the State of Florida prohibiting discrimination because of race, color, sex, age, creed, religion, national origin, disability, or marital status. Concessionaire will comply with all applicable statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, color, sex, age, creed, religion, national origin, disability, or marital status be excluded from participating in any activity conducted in connection with its operations under this Agreement. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, sex, age, creed, religion, national origin, disability, or marital status 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 in its assigned area and the furnishing of services thereon, no person on the grounds of race, color, sex, age, creed, religion, national origin, disability, or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Concessionaire shall use the Premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Agreement.

ARTICLE 19
AFFIRMATIVE ACTION

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, sex, age, creed, religion, national origin, disability, or marital status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from

participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 20
DISADVANTAGED BUSINESS ENTERPRISES

Concessionaire shall comply with Authority's approved Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions and as said program and regulations may be amended. Further provided, that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract, including subcontracts, covered by 49 CFR Part 23 on the grounds of race, color, sex, age, creed, religion, national origin, disability, or marital status. Concessionaire shall make good faith efforts to attain the goal of ACDBE participation of nine percent (9%) as set by the Authority for this Agreement.

Concessionaire will provide Authority an ACDBE Plan ("Plan") specific to this Agreement outlining the means and method by which it intends to achieve the nine percent (9%) participation goal set by the Authority within ninety (90) days immediately following the Commencement Date of this Agreement. The Plan shall be subject to Authority's written approval and shall provide that ACDBE participation will be fully effectuated no later than August 1,2022.

Concessionaire agrees that within sixty (60) days after the expiration of each Federal fiscal year during the term of this Agreement, it will provide a report to the Authority, in a form acceptable to the Authority, reflecting the gross receipts of each ACDBE owner/investor, and the dollar value of any goods or services purchased by the Concessionaire from any certified ACDBE during the immediately preceding Federal fiscal year, in each case calculated in accordance with the requirements outlined in 49 CFR Part 23. Concessionaire agrees that it will submit within the same period described above a report to the Authority, in a form acceptable to the Authority, describing the Concessionaire's total gross receipts during the immediately preceding Federal fiscal year.

Concessionaire will have no right to terminate an ACDBE for convenience without the Authority's prior written consent. If an ACDBE is terminated by the Concessionaire with the Authority's consent or because of the ACDBE's default, then the Concessionaire must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25 (e)l(iii) and (iv) and 49 CFR Part 26.53 to find another ACDBE to substitute for the original ACDBE to perform the same estimated gross receipts) under the contract as the ACDBE that was terminated.

The Concessionaire's breach of the obligations of this Article shall be an event of default by the Concessionaire and shall entitle the Authority to immediately terminate this Agreement.

ARTICLE 21
AMERICANS WITH DISABILITIES ACT

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144, and the State of Florida Accessibility Requirements Manual (ARM).

ARTICLE 22
ASSIGNMENT OF AGREEMENT

Concessionaire shall provide prompt notice to the Authority of the sale or transfer of all or substantially all the stock, assets, or business of the Concessionaire. Except for assignments made pursuant to the sale or transfer of all or substantially all the stock, assets, or business of the Concessionaire, Concessionaire shall not assign this Agreement, either in whole or in part, without prior written consent of the Authority

which consent may be withheld for any reason at the sole discretion of the Authority. The Authority reserves the right to investigate the proposed assignee to determine sufficient experience and financial worth to operate the Concessionaire's business at the Airport. Any request for, or consent to, such assignment shall be subject to Concessionaire's compliance with all terms, covenants, and conditions of this Agreement, including Concessionaire's timely payment of all fees and charges accrued in favor of the Authority, and as otherwise has met all legal obligations to be performed, kept, and observed by Concessionaire under the terms, covenants and conditions of this Agreement, as may be amended.

ARTICLE 23
NOTICES

All notices or other communications to Authority or to Concessionaire pursuant hereto shall be deemed validly given, served, or delivered by Overnight Courier or United States Postal Service Pre-Paid Certified Mail, addressed as follows, or to such other address as may designate in writing by notice to the other party delivered in accordance with the provisions of this Article:

A. Authority Address

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL 34243-2105.

B. Concessionaire Address

ALD Limo Corporation
7910 N. Tamiami Trail
Sarasota, FL 34243

ARTICLE 24
SUBORDINATION

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

ARTICLE 25
PRIMARY LIEN OF AUTHORITY

All sums which shall be due to the Authority hereunder by reason of any provisions of the Agreement are and shall always be secured by a valid and first lien upon the equipment and other personal properties including vehicles utilized in the operation of these facilities by Concessionaire.

ARTICLE 26
ATTORNEY'S FEES AND EXPENSES

Concessionaire agrees to pay, in the event of a default under the terms hereof, all costs, expenses and reasonable attorney's fees incurred in the collection of any fees due hereunder or in the enforcement by the Authority of any of the terms, covenants and conditions hereof, including those costs, expenses and reasonable attorney's fees incurred in appellate proceedings.

ARTICLE 27
INVALIDITY OF CLAUSES

Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. The invalidity of any portion, article, paragraph, provision, or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 28
SUBORDINATION TO BOND RESOLUTION

This Agreement and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Authority to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Authority. Authority may amend or modify the Bond Resolution or make any change thereto that does not materially adversely affect Concessionaire rights under this Agreement. Conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution.

ARTICLE 29
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Agreement shall thereupon terminate, and Authority shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Concessionaire's obligation to pay a concession fee, rents and other charges shall cease, however, nothing herein shall be construed as relieving Concessionaire from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 30
REMEDIES CUMULATIVE

The rights and remedies of parties hereto with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

ARTICLE 31
NO THIRD-PARTY RIGHTS

The parties agree this Agreement is solely for the benefit of the Authority and Concessionaire. It is not for the benefit of any other person or entity including but not limited to drivers or Concessionaire s of taxis, transportation network Concessionaire vehicles, limos, vans, buses or otherwise.

ARTICLE 32
GROUND TRANSPORTATION QUEUING AREA

The Authority may arrange and maintain anywhere on the Airport a queuing area(s) for ground transportation companies providing service at the Airport, including but not limited to car rental companies, peer-to-peer car rental companies, transportation network companies, other properly marked and licensed taxicabs and limousine, and private cars to pick up passengers at the terminal or elsewhere on the Airport, as the Authority may determine from time-to-time in its sole discretion to be necessary or in the best interest of the public.

ARTICLE 33
MISCELLANEOUS

The following Miscellaneous Provisions are incorporated hereby in this Agreement and shall be considered equivalent in every respect to every to all other term, convenient and condition contained herein.

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

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

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

D. Time is expressed to be of the essence of this Agreement.

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

F. This Agreement, and all exhibits, documents and instruments relating to same, shall be construed under Florida law. Concessionaire hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal Authority Court for the State of Florida with respect to any action instituted by the Authority and arising against Concessionaire under this Agreement, and waives any objection which Concessionaire may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Concessionaire .

G. Concessionaire further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Concessionaire under this Agreement.

H. All terms, covenants and condition hereof shall be binding upon, and the benefits inure to the parties hereto and their heirs, personal representatives, successors, and assigns.

ARTICLE 34
ENTIRE AGREEMENT

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

ARTICLE 35
CORPORATE TENANCY

If Concessionaire is a corporation, the undersigned officer of Concessionaire hereby warrants and certifies to Authority that Concessionaire is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of Concessionaire hereby further warrants and certifies to Authority that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto. Authority, before it accepts and delivers this Agreement, shall require Concessionaire to supply it with a Sworn Statement on Public Entity Crimes, Exhibit B attached hereto and incorporated herein, and a certified copy of the corporate resolution authorizing the execution of this Agreement by Concessionaire. If Concessionaire is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), Concessionaire represents that the ownership and power to vote, the majority of, its outstanding capital stock belongs to and is vested in the officer or officers executing this Agreement or members of his, her or their immediate family. If there shall occur any change in the ownership of and/or power to vote the

majority of the outstanding capital stock of Concessionaire, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Authority, then Authority shall have the option to terminate this Agreement upon thirty (30) days' written notice to Concessionaire, furthermore, Concessionaire shall have an affirmative obligation to notify immediately Authority of any such change.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28th day of July, 2021.

ALD LIMO CORPORATION

Signature _____

Name ALEXANDER DRAKULOV

Title PRESIDENT

Date 7-27-21

SARASOTA MANATEE AIRPORT AUTHORITY

Signature _____

Name Doug Holder

Title Chairman

Date 7-28-2021

Witness to ALD Limo Corporation

Signature _____

Name DIANE M. DRAKULICH

Tille Properties Coordinator

Date 7-30-2021

Witness to AIRPORT AUTHORITY

Signature _____

Name Dori Guzman

Title Exec. Asst.

Date 07-29-21

EXHIBIT B

ATTACHMENT TO:
On-Demand Non-Metered Limousine Service – ALD Limo Corporation

---

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY

   by: ALEXANDER BRAMOROV
   (print individual's name and title)

   for: ALD Limo Corporation
   (print name of entity submitting sworn statement)

   whose business address is: 6000 AIRPORT CIRCLE 7910 N TAMIAMI TRL
   SARASOTA, FL 34243 SUITE 212
   SARASOTA FL 34243

   and, (if applicable) its Federal Employer Identification Number (FEIN) is 82-0727456

   (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty of nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   (1) A predecessor or successor of a person convicted of a public entity crime; or

   (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months is considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate by placing a check (☐) in front of the appropriate statement. **Check only one statement**)

___✓___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

_____ 7-30-2021
(Signature) (Date)

ALEXANDER BRAMURLOV
(Printed Name)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 30th day of July, 2021 by ALEXANDER BRAMURLOV who is ☑ personally known to me or ☐ has produced _____ as identification.

Diane M Drakulich
Signature of Notary Public

Printed Name of Notary Public

My Commission Expires

DIANE M DRAKULICH
Notary Public - State of Florida
Commission # GG 956739
My Comm. Expires Mar 28, 2024
Bonded through National Notary Assn.

(SEAL)