

PRO FORMA FORECAST STATEMENT OF REVENUE AND EXPENSES

Provide one pro forma for the entire operation.

Proposer _____

Area (sq ft in valet storage area) 49,982

Enplaned Passengers 1 1 1 1 1

GROSS RECEIPTS (SALES)	Year 1		Year 2		Year 3		Year 4		Year 5	
		% of sales		% of sales		% of sales		% of sales		% of sales
Sales by category:										
Valet		%		%		%		%		%
Additional Service 1		%		%		%		%		%
Additional Service 2		%		%		%		%		%
		%		%		%		%		%
Total Sales	\$ -	%	\$ -	%	\$ -	%	\$ -	%	\$ -	%
Less: (please list)										
Total Gross Receipts	\$ -	100%	\$ -	100%	\$ -	100%	\$ -	100%	\$ -	100%

		% of sales		% of sales		% of sales		% of sales		% of sales
Cost of Goods Sold (COGS)		%		%		%		%		%
Gross Profit		%		%		%		%		%
Other Income (please list):										
		%		%		%		%		%
		%		%		%		%		%
Total Income		%		%		%		%		%

OPERATING EXPENSES (list all that apply)

Payroll		%		%		%		%		%
Payroll taxes and employee benefits		%		%		%		%		%
Privilege Fee		%		%		%		%		%

Franchise or license fees		%		%		%		%		%
Repairs and Maintenance		%		%		%		%		%
Utilities		%		%		%		%		%
Insurance		%		%		%		%		%
Credit card fees		%		%		%		%		%
Licenses and permits		%		%		%		%		%
Marketing expenses		%		%		%		%		%
Other operating expenses (please list):		%		%		%		%		%
		%		%		%		%		%
		%		%		%		%		%
Total Operating Expenses	\$ -	%	\$ -	%	\$ -	%	\$ -	%	\$ -	%
		%		%		%		%		%
General and Administrative Expenses		%		%		%		%		%

EBITDA		% of sales		% of sales		% of sales		% of sales		% of sales
Earnings before Interest, Taxes, Depreciation and Amortization	\$ -	%	\$ -	%	\$ -	%	\$ -	%	\$ -	%

		% of sales		% of sales		% of sales		% of sales		% of sales
Interest Expense										
Depreciation/Amortization Expense										
Total Interest, Depreciation, & Amortization Expenses	\$ -	%	\$ -	%	\$ -	%	\$ -	%	\$ -	%

NET PROFIT OR LOSS BEFORE TAXES	\$ -	%	\$ -	%	\$ -	%	\$ -	%	\$ -	%
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Annual Gross Sales per sq ft	0	0	0	0	0
Annual Gross Sales per Enplaned Passenger	0	0	0	0	0
Annual percent change in Gross Sales from prior year		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

FIRST AMENDMENT TO VALET MANAGEMENT AGREEMENT

This First Amendment to Valet Management Agreement (this “Amendment”), effective as of October 4, 2021 (the “Effective Date”), is by and between the BIRMINGHAM AIRPORT AUTHORITY, a public corporation (the “Authority”), as Landlord, and Lanier Shuttle and Valet, Inc. dba Lanier Parking Solutions (the “Operator” and together with the Authority, collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Authority and Lanier Shuttle and Valet, Inc., a Georgia corporation d/b/a Lanier Parking Solutions, predecessor-in-interest to Operator, entered into that certain Valet Parking Management Agreement on May 1, 2018 (“Agreement”); and

WHEREAS, the Parties acknowledge that the 2020 global pandemic caused by COVID-19 severely disrupted international air travel and passenger traffic at Birmingham-Shuttlesworth International Airport (the “Airport”); to accommodate these disruptions, the Authority suspended valet parking services at the Airport in response to pandemic impacts; and

WHEREAS, the Parties seek to amend the Agreement as set forth by the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, which the Parties acknowledge receiving, it is hereby agreed:

1. **Purpose:** The Authority and Operator acknowledge and agree that the purposes of this Amendment are to (i) reactivate valet parking services on a month-to-month basis while the Authority plans and implements a new recruitment for valet parking services, and (ii) modify the revenue-sharing conditions during the month-to-month period.
2. **Staging Area:** The following language is hereby added to the end of Section 2.1: “Operator is further approved to provide valet parking services for over-sized vehicles only in the Economy Parking Lot (the “Additional Space”).”
3. **Additional Services:** The following language is hereby added to the end of Section 2.5: “Operator shall be responsible for clean-up and/or remediation of spills, contaminants, oil products, and/or other adverse impacts to the Assigned Premises resulting from the acts or omissions of the Operator in performing any Additional Services.”
4. **Term:** The Term is hereby extended on a month-to-month basis, with the Term automatically expiring twelve (12) months from the first full month following the Effective Date, unless earlier terminated by one of the Parties. Either Party shall have the right to terminate the Agreement at any time, for any reason, or no reason, with thirty (30) days’ written notice to the other Party.

5. **Rates**: The following language is hereby inserted after the first sentence in Section 4.1: “Operator agrees that the Rates set forth in **Exhibit E** shall be composed of the full daily parking rate per vehicle, currently \$12/day, in addition to the valet service fee. In the event Operator offers a discount to customers, Operator shall not discount the daily parking fee due for each vehicle.”
6. **Management Fees**: Section 5.1 of the Agreement is deleted entirely and replaced with a new Section 5.1 as follows:

“5.1 Management Fees

All revenue collected by Operator during the management of the valet services at the Airport shall be deposited into a designated PNC Bank account held by the Authority on a daily basis. Credit card transactions shall be deposited into the designated Authority account electronically at the time of sale. Revenue, in the form of cash or check, will be collected for deposit at the end of each business day by an authorized courier selected by the Authority.

Operator and Authority agree that the Valet Fee to the Authority shall be the greater of (i) seventy percent (70%) of Gross Revenue or (ii) a Minimum Annual Guarantee (“MAG”) of \$800,000.00 (Eight Hundred Thousand and No/100 Dollars). Authority will retain the MAG on a monthly basis as an advance monthly payment. Operator and Authority further agree that the Authority shall pay Operator thirty percent (30%) of Gross Revenue as a Management Fee. The Authority shall compare the amount of Gross Revenues generated each month to 1/12th of the MAG (the “MMAG”) to determine the fee due to each Party. In the event seventy percent (70%) of the Gross Revenue collected for the month exceeds or equals the MMAG, the Authority shall pay Operator, no later than the tenth (10th) business day of the following month, thirty percent (30%) of Gross Revenue collected as the Management Fee. In the event seventy percent (70%) of the Gross Revenues collected for the month is less than the MMAG, the Authority shall subtract the MMAG from Gross Revenue and remit the remaining amount to Operator as the Management Fee. In the event that one hundred percent (100%) of Gross Revenue collected for the month is less than the MMAG, the Authority will invoice Operator for the shortfall, and Operator shall pay the Authority for the shortfall no later than the tenth (10th) business day of the following month.”

7. **MAG Waiver**: The following language shall be added as the final paragraph of Section 5.1:

“Notwithstanding any provision in this Agreement to the contrary, the Authority hereby waives the MAG requirement through March 31, 2022. In March 2022, Operator and Authority shall review valet sales and determine if an adjustment to the amount of the MAG should be considered. The MAG requirement shall automatically be reinstated effective April 1, 2022, in accordance with the terms of this Agreement. Any subsequent adjustment shall be in accordance with Section 5.1(a) MAG Abatement.”

8. MAG Abatement: A new section 5.1(a) MAG Abatement is hereby added to the Agreement.

“5.1(a) MAG Abatement

“If (1) the number of passengers enplaning from scheduled airline flights at the Airport during any period of three (3) or more consecutive calendar months shall be less than seventy five percent (75%) of the number of such enplaning passengers in the same calendar months during the preceding calendar year, and (2) such passenger reduction, in fact, is a major curtailment of Operator’s revenue at the Airport, the MAG payment shall be abated by multiplying the prorated monthly MAG payment for each qualifying month by the applicable percentage reduction in enplaning passengers at the Airport for such month. As used herein, the term “major curtailment” shall mean a reduction equal to or greater than twenty five percent (25%) of Operator’s Gross Revenues, as compared to Operator’s Gross Revenues of 2019. Such abatement will cease when the enplaning passengers at the Airport for a calendar month equals or exceeds seventy-five percent (75%) of the enplaning passengers in the same calendar month of the preceding calendar year.”

9. **Employee Parking Facilities:** The following language is added to the end of Section 5.10: “In no event shall employees of Operator park their personal vehicles in the Assigned Premises during work hours.”
10. **Security for Payment:** Section 5.13 of the Agreement is deleted entirely and replaced with a new Section 5.13 as follows:

“5.13 Security for Payment

The Operator agrees to post with the Authority, no later than ten (10) days following execution of this Agreement and maintain throughout the term a security deposit (the “Security Deposit”). The Security Deposit shall insure the full and faithful performance by the Operator of all the covenants, terms, and conditions of this Agreement and stand as security for payment by the Operator of all valid claims by the Authority. The Operator's failure to provide a Security Deposit as required by this paragraph shall be considered a material breach of this Agreement. The Security Deposit shall be in the form of a bond (as defined below), being an undertaking by a financial institution to pay on demand the amount of the Security Deposit with Authority.

(A) Operator, at its own cost and expense, shall furnish and maintain on file with the Authority during the Term a bond in a form reasonably acceptable to the Authority issued by a company approved by the Authority in the amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00), an amount equal to fifty percent (50%) of the MAG for each year for the Term (the “Bond”). The Bond shall (a) guarantee the payment of all rents, fees, interest, or other charges and obligations of Operator under this Agreement; (b) remain in effect throughout the

term of this Agreement including any hold-over period, if any, and (c) be in a form satisfactory to the Authority. The Bond shall set forth the amount of the guarantee; the effective, termination and extension dates of such guarantee; and thirty (30) days' written notice of cancellation. Said Bond shall provide that, in the event of Operator's failure to pay all applicable rent, fees and charges or to perform its obligations under this Agreement, the Authority may immediately pursue all legal remedies pursuant to said Bond. This remedy shall be cumulative and may be exercised by the Authority in addition to any other rights or remedies allowed by law or set forth in this Agreement. Failure to pursue such legal remedies pursuant to said Bond or any delay in the Authority's pursuit of said remedies shall not be deemed a waiver of such rights. Should a default occur under this Agreement, the Authority may draw upon any Bond upon thirty (30) days' written notice of default to Operator.

(B) Within ten (10) days after written notice of application of the Bond, Operator will restore the Bond to its original amount. The Authority will not be required to pay Operator any interest on the Bond. The Authority's CEO or its designee, upon thirty (30) days' written notice to Operator, may require an increase in the amount of the Bond equal to no more than an additional ten percent (10%) of the MAG if, upon a review of Operator's payment or performance history at the Airport, the Authority determines an increase is required.

(C) The release of the Bond will be subject to the satisfactory performance by Operator of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Agreement, the release of Bond will not occur until all payments and obligations due to Authority are satisfied and Authority has accepted the findings of Operator's audit or has successfully conducted an audit in accordance with the provisions of this Agreement. In the event of a dispute as to the condition of the Assigned Premises, only the amount in dispute will be retained for remedy. The Authority will release the Bond without interest within thirty (30) days of satisfaction of all of the above requirements."

11. **Rates:** Exhibit E of the Agreement is hereby deleted and replaced in its entirety with the **Exhibit E** attached hereto.
12. **Federal Aviation Administration Required Language:** Operator acknowledge and agrees to comply with the Federal Aviation and Administration Required Provisions found in the Addendum attached hereto, which shall be incorporated in the Agreement for all purposes. The terms of the Federal Aviation and Administration Required Provisions found in the Addendum shall supersede any provision of the Agreement to the contrary.
13. **Definitions:** Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.
14. **General Provisions:** Except as otherwise specifically amended hereby, the Parties hereby ratify the Agreement and agree that the Agreement remains in full force and effect as

amended by this Amendment. In the event of any conflict between the Agreement and the provisions of this Amendment, this Amendment shall control.

15. **Entire Agreement:** This Amendment constitutes the entire understanding to date of the Parties hereto regarding the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements of the Parties thereto with respect to the subject matter hereof. In addition, the Parties agree that each party and its attorneys, if any, have reviewed and revised this Amendment and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting Party, shall not be employed in the interpretation of this Amendment and no other rule of strict construction shall be used against any Party.
16. **Severability:** If any provision of this Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
17. **Counterparts:** This Amendment may be executed by facsimile or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument. Operator and BAA shall be authorized to rely upon the signatures of each hereto that are delivered by facsimile, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) as constituting a duly authorized, irrevocable, actual, current delivery of this Lease with original ink signatures of each person and entity.
18. **Notices and Communications:** The notice address for the Operator in Article 24 is to be deleted and replaced with the following:

Lanier Parking Solutions
Attn: Legal Department
78 SW 7th Street, 5th Floor
Miami, FL 33130

With A Copy To:

legalnotices@reeftechnology.com

realestate.notices@reeftechnology.com


19. **Deductibles, Coinsurance, & Self Insured Retention:** Section 7.4 of the Agreement shall be amended as follows:

Operator shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy. Operator agrees that any Self-Insured-Retention or Deductible(s) shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00) for all policies except for Business Automobile, which shall not exceed Five Hundred Thousand Dollars (\$500,000.00).

(Signatures on Next Page)

IN WITNESS WHEREOF, each of the Parties, intending to be legally bound, has duly executed this Amendment, or caused this Amendment to be duly executed by an authorized representative of such Party, as of the date first set forth above.

LANIER SHUTTLE AND VALET, INC.

By:  _____
ACD94E55AB4345F...

Leonard Carder, President- Real Estate

BIRMINGHAM AIRPORT AUTHORITY, a public corporation

By: Ronald F. Mathieu

Ronald F. Mathieu, President & CEO

EXHIBIT E

Rates

Effective October 1, 2021, the Valet Parking Fee shall equal the rates noted below:

- \$19.95 per vehicle for an entire day
- \$14.95 for a partial day (up to four hours), plus \$1.00 for each additional hour up to the daily maximum rate of \$19.95

ADDENDUM

Federal Aviation Administration Required Provisions

- A. **Civil Rights – General.** Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Operator transfers its obligation to another, the transferee is obligated in the same manner as Operator.

This provision obligates Operator for the period during which the Assigned Premises is owned, used or possessed by Operator and the Authority remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- B. **Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.**

1. **Compliance with Regulations:** Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** Operator, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Operator of Operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish the information, Operator will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Operator's noncompliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding payments to Operator under the Agreement until Operator complies; and/or
- (b) Cancelling, terminating or suspending the Agreement, in whole or in part.

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

7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Operator for itself, its heirs, 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Assigned Premises or the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Operator will use the Assigned Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

- C. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Operator, for itself, its assignees, and successors in interest (hereinafter referred to as "Operator") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. **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 Operators, whether such programs or activities are Federally funded or not);
8. **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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. **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);

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

DBE. Operator acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Operator at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Operator shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

VALET PARKING MANAGEMENT AGREEMENT

THIS VALET PARKING MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of the 1st day of May, 2018, by and between the Birmingham Airport Authority (the "Authority"), an Alabama public corporation, and Lanier Shuttle and Valet, Inc., dba Lanier Parking Solutions, a Georgia Profit Corporation (the "Operator"), for the operation of valet parking services at the Birmingham-Shuttlesworth International Airport ("BHM").

RECITALS

WHEREAS, Authority occupies and operates the Birmingham-Shuttlesworth International Airport; and

WHEREAS, Authority received and opened bids submitted on April 16, 2015 in response to its Request for Proposals (RFP) seeking competitive proposals for the operation of valet parking services at the Airport; and

WHEREAS, Operator submitted a response to Authority's Request for Proposals ("RFP") to manage and operate valet parking services at BHM; and

WHEREAS, Operator has warranted to Authority, the ability to properly finance, operate, and manage valet parking services offered to the public in accordance with the terms and conditions of this Agreement and applicable provisions of the RFP; and

WHEREAS, Authority and Operator agree and acknowledge that the recitals herein are true and correct;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which Authority and Operator hereby expressly acknowledge, Authority and Operator hereby agree to extend the original contract as follows:

ARTICLE 1 DEFINITIONS

1.1 "Advance Monthly Payment" means one-twelfth (1/12) of the total Minimum Annual Guarantee due for the applicable Contract Term, plus any additional Staging Area usage fees, plus any applicable taxes.

1.2 "Airport" means the Birmingham-Shuttlesworth International Airport.

1.3 "Disadvantaged Business Enterprise" or "DBE" has the same meaning as set forth in Title 49, Part 26 of the Code of Regulations, as now enacted or hereafter amended, revised, modified or replaced by subsequent regulation.

1.4 "Airport Rules and Regulations" means the Birmingham-Shuttlesworth International Contractors Safety and Security Program, available to Operator upon request, and the Airport Security Plan (protected under Sensitive Security Information, "SSI" under 49 CFR 1520) as now in existence or hereafter amended, regulating activities or operations on the Airport.

1.5 "Airport Terminal" or "Terminal" means the existing airline passenger terminal facility at the Airport or any expanded facilities during the Term of this Agreement.

1.6 "Assignment" has the meaning ascribed to it in Article 17.

1.7 "Commencement Date" has the meaning ascribed to it in Article 3.1.

1.8 "Contract Term" means the twelve (12) month period beginning May 1, 2018 and ending April 30, 2020 unless cancelled earlier with a thirty (30) day written letter, and each successive twelve (12) month period of renewal, if applicable, thereafter until the expiration or other termination of this Agreement. Each party will retain the right to cancel this Agreement with thirty (30) days written notice.

1.9 "Chief Executive Officer" means the President and CEO of Authority or such other person as the President and CEO may designate from time to time. When this Agreement states that a decision is to be made or approval may be granted by Authority, it means that the decision will be made in the sole and absolute discretion of the President and CEO and/or the Board of Directors (the "Board") of Authority. In the event of a dispute regarding any matter between Operator and Authority, the Board may resolve the dispute. The Board's decision shall be final in all such matters.

1.10 "Gross Revenue" means the aggregated amount of all sales made, services performed, for cash or for credit or otherwise, of every kind, name and nature, regardless of whether paid for or not, together with the aggregated amount of any exchanges of goods or service at the selling price thereof as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. "Gross Revenues" shall include all monies paid or payable to Operator and to all subcontractors and/or management companies of Operator for goods or services supplied by Operator or any such assignees, subcontractors and/or management companies to its customers on the premises of the Airport without regard to the manner which, or the place at which, the Lessee has received the order for such goods or services.

1.11 "Assigned Premises" means the valet Staging Area attached as **Exhibit A** and the valet Operations Area provided by Authority and identified for valet in the attached **Exhibit B**, collectively.

1.12 "Minimum Annual Guarantee" or "MAG" means the minimum payment due to Authority from Operator, as set forth in Section 5.1.

1.13 "Operations Area" means the office space and the Valet Parking Drop-Off and Pick-Up Area identified in **Exhibit B**, which is attached hereto and made a part hereof.

1.14 "Management Fee" is the aggregate of the amounts that are derived as a percentage of Gross Revenues, as provided in Section 5.1.

1.15 "Staging Area" means the area(s) or parking spaces, allocated and designated by Authority, for long term and /or short term parking of 300 vehicles. This area may be subject to change, at the discretion of Authority.

1.15(a) – Operator may, on occasion, upon written request to Authority, be provided with additional spaces, above & beyond those in the Staging Area defined above.

1.15 (b) - In the event Operator determines that it is necessary or desirable to obtain additional spaces for use as its Staging Area, Authority may provide additional spaces. Pricing structure & protocol for additional spaces is attached hereto as **Exhibit C**. Authority reserves the right to locate these additional spaces outside of the designated Staging Area, which may or may not be on the same level of the designated Staging Area.

1.16 "Term" means a period of agreement between Operator and Authority, under either the Initial Term or a Renewal Term, as described in Article 3.1.

1.17 "Valet Parking Drop-Off and Pick-Up Area" means the area, located on the upper level curb at the west end of the Terminal, adjacent to Operator's office space identified in **Exhibit B**, where valet customers will leave and retrieve their vehicles when using Airport valet services.

ARTICLE 2 PRIVILEGES AND OBLIGATION OF OPERATOR

2.1 Rights and Privileges

Subject to the terms hereof, Operator shall have the non-exclusive right and privilege to provide first-class valet parking services to the traveling public and other users of the Airport, on the west end of the upper level roadway adjacent to the Terminal (the "Valet Parking Drop-Off and Pick-Up Area") and a designated area of the parking deck inclusive of approximately (300) parking spaces on Level 3 (the "Staging Area"), all as more fully defined in Section 2.2 herein, at Birmingham-Shuttlesworth International Airport (the "Airport") at the sole cost and expense of Operator, pursuant to the terms and conditions herein.

2.2 Assigned Premises

Authority hereby grants Operator use of the Assigned Premises for use in providing airport valet services excluding any ancillary services such as car washes, oil changes, etc. Operator acknowledges and agrees that this Agreement is an agreement for services and nothing in this Agreement shall be construed as granting Operator any title, interest or estate in the Assigned Premises.

(A) Assigned Premises "As-Is"

Operator expressly acknowledges that it has inspected the Assigned Premises and that it accepts the same in its "AS-IS" condition, together with all defects, latent and patent, if any. Operator further acknowledges that Authority has made no representations or warranties of any nature regarding the condition of the Assigned Premises.

(B) Use of Assigned Premises

Operator agrees and acknowledges that the Assigned Premises shall be used only for the purposes specifically set forth in this Agreement. Operator's use of the Assigned Premises for purposes, other than those specifically authorized herein, shall constitute a material breach of this Agreement, entitling Authority to immediately terminate this Agreement and to all other remedies provided under this Agreement, by law and at equity.

(C) Relocation from Assigned Premises

Authority may require Operator to provide the services required hereunder from location(s) on the Airport other than the Assigned Premises. In the event Authority determines that it is necessary or desirable for Operator to relocate its operations, Authority shall provide thirty (30) calendar days prior written notice to Operator of the required relocation. Operator shall, at no cost to Authority, relocate to the location(s) on the Airport designated by Authority for its operations here under upon the date set forth in Authority's written notice.

2.3 Description of General Uses and Rights of Ingress and Egress

Authority hereby grants to Operator, subject to the terms, conditions, and covenants set forth in this Agreement, the general, nonexclusive privilege, use, and right of ingress to and egress from the Assigned Premises and over public roadways serving the Airport for Operator, its agents and employees, patrons and invitees, suppliers of service and furnishers of material, and its authorized subcontractors, if any. The right of ingress and egress shall be subject to such laws, rules, regulations, and orders as now or may hereafter have application at the Airport.

2.4 Services Subject to Authority Approval

All services provided and duties performed by Operator pursuant to this Agreement shall at all times be subject to the review and approval of Authority.

2.5 Additional Services

Operator has the right to offer additional services to customers utilizing the valet services, including but not limited to the following:

(A) Oil Changes;

(B) Vehicle detailing services, including washing and vacuuming vehicles; and

(C) All Additional Services must be approved by Authority prior to commencement. Operator shall seek Authority's approval, no less than (30) days prior to the commencement of any Additional Service(s).

Under no circumstance shall Operator be allowed to provide Additional Services to vehicles that are not utilizing the valet services at the Airport. If Operator desires to provide Additional Services, Operator shall abide by all local, state and federal laws regarding such activities and any rules and regulations or other directives as determined by Authority. Operator may not charge prices in excess of those listed in **Exhibit D**, without prior written approval from Authority. Operator shall properly dispose of used oil, used oil filters, rags or other equipment used in providing Additional Services.

ARTICLE 3 TERM OF AGREEMENT

3.1 Term

This Agreement shall be for a term of two (2) years, commencing **May 1, 2018** ("Commencement Date") and terminating **April 30, 2020** (the "Initial Term") unless cancelled earlier by either party. Upon receipt of fully executed addendum to this agreement, issued by Authority, Operator may extend the Agreement to continue its services for an additional, consecutive 12-month period (the "Renewal Term"), commencing immediately upon completion of a Term. Operator may not extend the Agreement beyond two (2) Renewal Terms. Operator shall submit its request for a Renewal Term to Authority in writing no more than six (6) months prior to the end of a Term. Either party shall have the right to terminate the Agreement at any time, for any reason, or no reason, with thirty (30) days written notice to the other party.

ARTICLE 4 RATES, SERVICES AND COMPLAINTS

4.1 Rates

For the Term of this Agreement, Operator agrees to charge the traveling public valet parking rates that are not in excess of the Rates set forth in **Exhibit E**, attached hereto and made a part hereof. Operator shall not be entitled to increase the Rates without first obtaining the prior written consent of Authority, which consent shall be conditioned upon an evaluation of the reasonableness of the Rates to be imposed upon the traveling public. In the event of an agreement between Operator and Authority to increase the Rates, new Rates shall be established by written amendment of this Agreement. The Chief Executive Officer may execute an amendment entered into pursuant to this paragraph on behalf of Authority.

4.2 Passenger Wait Time

The maximum waiting time for passengers using Operator's valet service shall not exceed ten (10) minutes from the time the customer arrives at the Valet Pick-Up Area. Operator shall not be held responsible for delays deemed, within Authority's sole discretion, as being outside the control of the Operator, such as closure of the parking deck or certain inclement weather conditions.

4.3 Passenger Complaints

Questions or complaints regarding the quality of services, whether raised by customers or potential customers or on Authority's own initiative or otherwise, may be submitted to Operator for response. A response will be provided by Operator within three (3) business days following submission. Authority shall be the sole judge as to whether the conduct of any driver or of Operator's other representatives is

objectionable, and if so judged, Operator shall take all steps necessary to eliminate the conditions which have occasioned such judgment. Operator shall forward to Authority, on a monthly basis, a list of all complaints received, whether verbal or written, accompanied by a description of the resolution of any such complaints

4.4 Licenses

Operator shall, at its own expense, provide and maintain in full force and effect, any and all licenses and permits required for the operation of all aspects of Operator's business.

4.5 Conflict

Should a conflict arise between Operator and other operators of transportation services or other services at the Airport regarding customers, potential customers or any other issues with respect to the scope of Operator's services, Authority's decision on the matter shall be final and conclusive. Operator agrees to abide by Authority's decision.

ARTICLE 5 MANAGEMENT FEES, CHARGES AND ACCOUNTABILITY

5.1 Management Fees

All revenue collected by Lanier Parking during the management of the valet services at Birmingham-Shuttlesworth International Airport, are to be deposited into a designated BBVA Compass bank account on a daily basis.

Credit card transactions shall be deposited into the designated BAA account electronically at the time of sale. Revenue, in the form of cash or check, will be collected for deposit at the end of each business day by an authorized courier selected by the BAA.

Operator agrees to provide to Authority, a Minimum Annual Guarantee (MAG) of \$800,000.00 (Eight Hundred Thousand dollars), as committed to in Operator's original Proposal. Authority will retain the MAG on a monthly basis as an Advance Monthly Payment, except that in the event 65% of the Gross Revenue collected exceeds or equals 1/12th of the MAG for the month, BAA shall pay Lanier Parking no later than the 10th business day of the following month 35% of Gross Revenue collected on behalf of Lanier Valet services. In the event 65% of the Gross Revenues collected is less than 1/12th of the MAG for the month, BAA shall subtract the MAG from Gross Revenue and remit the remainder amount to Lanier parking. In the event that 100% of Gross Revenue collected does not meet the MAG, BAA will invoice Lanier Parking the shortfall and Lanier Parking shall pay BAA the shortfall no later than the 20th day of the following month.

5.2 Unpaid Fees

Operator shall pay to Authority interest at the rate of eight percent (8%) per annum, or the maximum interest allowed under Alabama law, whichever is greater, on any payments not made within ten (10) days after the amounts are due, with such interest accruing from the due date until paid. Acceptance of late payments by Authority shall not constitute a waiver of Operator's default by Authority with respect to such overdue amount, nor prevent Authority from terminating this Agreement for default in the payment of rentals, fees or charges due to Authority pursuant to this Agreement or from enforcing any other provisions, rights, or remedies granted herein, or conferred by law.

5.3 Place of Payments

Payments required to be made by Operator under this Agreement shall be made payable to:

Birmingham Airport Authority
Attention: Director of Finance
5900 Messer Airport Highway
Birmingham, AL 35212

Or to such other office or address as may be authorized by Authority and substituted therefore.

5.4 Taxes, Permits, Licenses

Operator shall pay: (i) all costs of operating its equipment and business; (ii) any and all ad valorem, sales, use, or other taxes, fees or governmental charges, levied or assessed upon or with respect to the Assigned Premises or improvements or property Operator places thereon and any assessed against the operation of the business and any ad valorem, sales, use, or other taxes, fees or governmental charges levied or assessed or with respect to this Agreement whether billed to Authority or to Operator; and (iii) Operator shall bear all costs of obtaining any permits, licenses, or other authorizations required by law in connection with the operation of its business at the Airport, and copies of all such permits, certificates, and licenses shall be forwarded to Authority.

5.5 No Set Off

Operator acknowledges that, through the date hereof, it has no claims against Authority with respect to any of the operations of Operator at the Airport, or any of the matters covered by this Agreement or any other agreement it may have, or previously had, with Authority, and it has no right of set off or counterclaims against any of the amounts payable by Operator to Authority under this Agreement or any other Agreement it may have with Authority.

5.6 Other Fees and Charges

Operator acknowledges that Authority may establish, from time to time, various fees and charges for the use of various facilities, equipment and services provided by Authority and not leased to or specifically provided to Operator hereunder, and the procedures relating to payment of same. Operator shall pay for its use of such facilities, equipment and services at the rates and in the manner prescribed by Authority.

5.7 Additional Rent and Charges

If Authority is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Operator to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of any act or omission of Operator contrary to said conditions, covenants or agreements, Operator agrees to pay the sum or sums so paid by Authority or the expense so incurred by Authority, including all interest, costs, damages and penalties, and the same may be added to any installment payment thereafter due hereunder, and each and every part of the same shall be and become recoverable by Authority in the same manner and with like remedies as if it were originally a part of the privilege fees and/or rent payable under this Agreement. All such sums of money shall be paid by Operator within ten (10) calendar days after written demand therefore.

5.8 Dishonored Deposit, Check or Draft

If Operator delivers a dishonored deposit, check or draft to Authority in payment of any obligation arising under this Agreement, Operator shall incur and pay a service charge in the amount established by Authority from time to time. In such event, Authority may require that future payments be made by cashier's check or other means acceptable to Authority.

5.9 Net Agreement

This Agreement in every sense shall be without cost or expense to Authority including, without limitation, cost and expenses relating to the development, maintenance, improvements and operation of the Assigned Premises.

5.10 Employee Parking Facilities

Authority, while providing parking facilities to Operator's employees in common with employees of other operators and users of the Airport, retains the right, at the sole election of Authority, to impose a reasonable charge for the privilege of utilizing these parking facilities.

5.11 Books of Accounting and Auditing

(A) Accounting Records

Operator shall keep, throughout the Term of this Agreement all books of account and records customarily used in this type of operation, and as from time to time may be required by Authority, in accordance with Generally Accepted Accounting Principles (GAAP). Such books of accounts and records shall be retained and made available for such period of time as provided herein unless otherwise approved by Authority. Authority or its authorized representative at all times throughout the Term of this Agreement and for up to three (3) years following expiration or termination of this Agreement, shall have the right to audit and examine, and make copies of, during normal working hours all such records and books of account relating to Operator's operations hereunder, provided that Operator shall not be required to retain such books of account and records for more than three (3) years after the expiration or termination of this Agreement. If the books of account and records are kept at locations other than the Airport, Operator shall arrange for them to be brought to a location convenient to the auditors for Authority in order for Authority to conduct the audits and inspections as set forth in this Agreement. Storage of such records will be at Operator's sole expense.

(B) Annual Audit

Annually, within ninety (90) days at the end of each company's fiscal year, Operator shall provide to Authority an audited schedule of revenues collected and rents paid on all of its accounting transactions relating to its operations at the Airport and from the operations of any of Operator's subsidiaries, contractors, management companies, or related or affiliated companies involved in providing services covered by this Agreement. The audit report shall cover the preceding fiscal year. The audit report shall be in the format required by Authority and shall be prepared by an independent Certified Public Accountant, not a regular employee of Operator, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor entity thereto. If the annual audit reflects an overpayment or underpayment from Operator, such amount will be credited or invoiced to Operator's account and any amounts owed to Authority shall be due and payable within thirty (30) days of billing.

(C) Audits by Authority

Notwithstanding any provision in this Agreement to the contrary, Authority or its representative(s) may at any time perform audits of all or selected operations performed by Operator under the terms of this Agreement. In order to facilitate the audit performed by Authority, Operator agrees to make suitable arrangements with Authority or its representatives(s) to make available at the Airport any and all working papers relevant to the audit performed by Authority or its representative(s). Authority or its representative(s) shall make available to Operator a copy of the audit report prepared by or on behalf of Authority. Operator shall have fifteen (15) business days from receipt of the audit report from Authority or its representative(s) to provide a written response to Authority regarding the audit report. Operator acknowledges and agrees that failure of Operator to submit a written response to the audit report in accordance with the requirements of this Article 5.11 shall constitute acceptance of the audit report as issued.

5.12 Utilities

Authority shall pay for Operator's basic utilities, including electricity, phone and internet, for its use in all Assigned Premises. Operator shall be responsible for any other utilities used by Operator in the Assigned Premises. All such utilities shall be segregated by a separately metered account in Operator's name and Authority shall not be responsible for payment of any utility service used by Operator other than electricity, phone & internet as provided above.

5.13 Security for Payment

(A) Operator shall, upon execution of this Agreement, provide Authority, as a security deposit, a Performance Bond ("Bond"), in form and substance satisfactory to Authority, in the amount of **Four Hundred Thousand dollars (\$400,000.00)**, equivalent to fifty percent (50%) of the first Contract Term Minimum Annual Guarantee ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to Authority and shall also secure the performance of all obligations of Operator hereunder. At Authority's option, the Security Deposit may also be in the form of: (i) cash; or (ii) an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to Authority.

(B) In the event of any failure by Operator to pay any sums, rentals or charges to Authority when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to Authority at law or in equity, Authority shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Operator shall immediately replace the Security Deposit with cash, a new Letter of Credit or a new Bond, as applicable, in the full amount of the Security Deposit required hereunder.

(C) If a Letter of Credit is posted, then the term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the term of this Agreement, and for a period of six (6) months following the expiration or termination date of this Agreement. If a Bond is posted, then the Bond shall be kept in full force and effect throughout the term of this Agreement and for a period of six (6) months following the expiration or termination date of this Agreement. If Operator posts a cash deposit, then such cash deposit shall be retained by Authority throughout the term of this Agreement and for a period of six (6) months following the expiration or termination date of this Agreement.

(D) If applicable, not less than sixty (60) calendar days prior to any expiration date of the Letter of Credit or Bond, Operator shall submit evidence in form satisfactory to Authority that said security instrument has been renewed. A failure to renew the Letter of Credit or Bond, as applicable, or to increase the amount of same if required by Authority, shall (i) entitle Authority to draw against the full amount of such Security Deposit, and (ii) be a default of this Agreement, entitling Authority to all available remedies. The Security Deposit shall not be returned to Operator until all obligations under this Agreement are performed and satisfied. Prior to consent from Authority to any assignment of this Agreement by Operator, Operator's assignee shall be required to provide a Security Deposit to Authority in accordance with the terms and conditions of this Article 5.13. The obligations arising under this Article 5.13 shall survive the expiration or termination of this Agreement.

ARTICLE 6 OPERATIONAL STANDARDS

6.1 Manner of Operation

Operator shall furnish all labor, supervision, uniforms, materials and supplies necessary to operate the valet parking service in a first-class manner and to ensure that prompt, courteous and efficient service is provided to all users of valet parking.

6.2 Hours of Operation and Valet Parking Services Requirements

Operator's Valet Service shall be open for business and operational to the public from two hours prior to the first scheduled airline departure at the Airport through one hour after the last actual airline arrival or the arrival of all valet customers scheduled to arrive at the Airport, seven days per week, including holidays. Operator shall provide valet parking services to serve all flights conducted by certified air carriers, foreign air carriers, and commuter air carriers at Airport, and shall adequately meet all demands for such traffic.

6.3 Internet Reservation System

Upon written request by Authority, Operator shall provide at Authority's expense, an internet reservation system to be used in connection with valet parking and Additional Services provided pursuant to this Agreement.

6.4 Employees/Subcontractors/Independent Operators

(A) Chief Executive Officer's Authority to Request Reassignment

In the event that any of Operator's employees/subcontractors/independent operators, while on duty at the Airport, engages in behavior or acts in a manner deemed inappropriate, Operator shall, upon receipt of notice of such behavior, regardless of the source of such notice, investigate the reported incident and take such actions as necessary to assure that such behavior or acts cease. If at any time Operator receives written notice from the Chief Executive Officer regarding such behavior or acts by an employee/subcontractor/independent operator of Operator committing gross misconduct, Operator shall, upon Authority request, immediately and permanently take such steps to reassign such persons from duty at the Airport.

(B) Improper Conduct

Operator shall all times retain qualified, competent and experienced employees and representatives at the Airport to conduct its operations. Operator's employees and representatives who are expected to communicate with the public and Authority staff shall be able to read, write and communicate orally in clearly understandable English. Under no circumstances shall any employee or representative of Operator's engage in loud or boisterous conversation, profanity, gambling or fighting at the Airport.

(C) Uniforms

Employees must be in uniforms and must wear nametags at all times when on duty. All uniforms and nametags shall be subject to approval by Authority. Operator shall at all times be responsible for the neat appearance, courtesy, and efficient conduct of all Operator's employees and representatives.

6.5 Notification of Problems

Operator shall immediately notify Authority when problems occur with respect to any safety, facility, or security issue and maintain a written record of each incident, to be provided to Authority upon request.

6.6 Inspection of vehicles

Operator's personnel, who staff the Assigned Premises at the Airport (the "Attendants"), shall, in compliance with the Airport Security Plan, immediately inspect all vehicles (the "Vehicle Inspection") entering the Valet Parking Drop-Off and Pick-Up Area for security purposes and shall also inspect vehicles to document prior exterior damage to the vehicles. Prior to conducting and performing the Vehicle Inspections, Attendants shall receive training from Authority on how to perform the security portion of the Vehicle Inspections, which excludes the inspection for prior exterior damage. The Attendant shall notify the Airport Operations office immediately upon discovery of suspicious items or suspicious activity while performing a Vehicle Inspection.

6.7 Customer Drop Off

Once a valet parking customer drops off their vehicle and the Attendant conducts the vehicle inspection and completes the business transaction with the customer, the Attendant shall immediately relocate the customer's vehicle to the Staging Area. Operator shall not stage in the Valet Parking Drop-Off and Pick-up Area any more vehicles than the number allowed by Authority's Airport Security Plan. Operator shall monitor and manage all traffic in the Valet Parking Drop-Off and Pick-Up Area by setting up and taking down cones or barricades and erecting or replacing delineators.

6.8 Vehicle Access Control System

Operator shall employ the Airport's access control system only for use in entering and exiting the parking deck to access the Staging Area. Thereafter, new, lost, stolen, or damaged access control cards shall be replaced or issued at a cost of twenty-five dollars (\$25) per card, non-refundable. Request for issuance of new access control cards must be in writing from Operator to Authority requesting additional access control cards with justification. Access control system fees are subject to change by Authority.

The Attendant(s) should be mindful of and made aware of the various parking deck height clearances when oversized vehicles check in with valet parking.

6.9 Management Plan

Operator agrees to implement a management plan which includes at a minimum the following: staffing chart with supervisory contact information, dispatch plan in sufficient detail to describe procedures and management controls to ensure equitable dispatch policies are adhered to, audit program of driver performance and vehicle condition/appearance, customer services/restrictions and complaint resolution procedures. Operator further agrees to update or revise such management plan, if directed by Authority, and submit such updated management plan for approval of Authority. Operator shall not modify or deviate from the approved management plan without the prior written approval of Authority's Properties Manager. The burden of establishing compliance with the management plan rests with Operator and failure to comply with the management plan approved by Authority's Properties Manager shall be a default under this Agreement, entitling Authority to exercise any and all remedies available.

6.10 Revision of Procedures and Standards

All procedures and standards shall be subject to change by Authority at any time in order to conform to such procedures and standards to any requirement of federal, state, or local statutes, ordinances, rules, or regulations. In addition, all procedures and standards shall, in the reasonable discretion of Authority, be subject to reasonable change at any time and from time to time.

6.11 Maintenance and Repair

Operator shall, at its sole cost and expense, keep the Assigned Premises in a safe and presentable condition in accordance with good business practice, industry standards, and all applicable laws, rules and regulations. Operator shall be responsible for the general maintenance of the Assigned Premise. This excludes all permanent infrastructure components of the parking deck such as lighting and other overhead utilities which are in place at the time Operator's services commence or those which may be subsequently added by Authority. Operator shall keep all Assigned Premises clean, sanitary and free of rubbish, refuse, food scraps, garbage, dust, dirt and other offensive or unclean materials at all times. Operator shall be responsible for all the daily maintenance of the Assigned Premises and for repairing any damage to the Assigned Premises caused by or resulting from or in any way arising out of Operator's operations on or use of the Operations Areas. Operator agrees that it shall abide by Authority's decision with respect to any and all maintenance and repair to the Assigned Premises. Upon written notice by Authority to Operator, Operator shall perform the required maintenance or repair in accordance with Authority's decision. If Operator has not made a good faith effort, as determined by Authority, to begin such maintenance or repair within ten (10) days after receipt of Authority's written notice, Authority shall have the right to enter the Assigned Premises and cause the completion of such maintenance or repair. Operator hereby expressly agrees that it shall fully assume and be liable to Authority for the costs and expenses of such maintenance or repair, plus twenty-five percent (25%) administrative overhead. Such maintenance or repair costs, plus the administrative overhead, shall be due and payable within ten (10) days of Authority's invoice thereof.

6.12 Cleanliness of Assigned Premises

The Assigned Premises and all equipment and materials used by Operator shall at all times be clean, sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, rodents, insects, and other offensive or unclean materials. Operator, at its sole cost and expense, shall be responsible for the provision of all janitorial services in its Operations Areas. Operator shall remove or cause to be removed,

at its sole cost and expense, all waste, garbage, rubbish, and/or refuse as often as necessary to maintain compliance with the provisions of this Article 6.15. Operator agrees not to deposit same on any part of the Airport, except it may deposit the same temporarily in areas of Operator's Operations Areas. Authority shall reasonably determine whether Operator is in compliance with the obligations as provided for herein and shall provide Operator with written notice of any violations of Operator's obligations. Immediately upon Operator's receipt of Authority's written notice of violation, Operator shall commence such corrective action as required by Authority or as may be necessary to remedy such noncompliance to satisfaction of receipt of Authority. If corrective action is not initiated within one (1) calendar days of receipt of Authority's written notice and pursued to completion in a diligent manner within two (2) calendar days, Authority may cause the same to be accomplished and Operator hereby expressly agrees that Operator shall assume and be liable to Authority for payment of all such costs, plus twenty-five percent (25%) for administrative overhead. Such costs, plus the administrative cost, shall constitute additional rent and shall be due and payable immediately upon Authority's billing thereof.

6.13 Curbside Vehicle Inspections / Contractors Safety & Security Program

Operator acknowledges and accepts full responsibility for the security and protection of the Assigned Premises, now existing or hereafter, assigned to Operator, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with Airport Security Plan and any and all other governmental entities that now or may hereafter have jurisdiction over such security issues. Operator fully understands that the police security provided by Authority is limited and that any special security measures deemed necessary or desirable for additional protection shall be the sole responsibility of Operator and shall involve no cost to Authority.

6.14 Emergency Contract

Operator shall provide Authority with emergency telephone numbers at which Operator's manager may be reached 24 hours a day, seven days a week.

6.15 Performance Review Meetings

If applicable, Operator is required to attend quarterly performance meetings that will be held at a time and place to be designated by Authority. The intention of this meeting is to provide a forum for Authority and Operator to identify areas of concern so they can be resolved in a timely manner. Authority may elect to switch to monthly meeting during the term of the contract period.

ARTICLE 7 INSURANCE

Operator, under this agreement, shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified herein, under the "BAA Contractor Insurance Requirements" below.

All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Operator, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Operator.

Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of operations. If Operator's coverage is written on a claims-made basis, Operator shall also provide coverage to include claims made after the completion of the Agreement until the deadline set forth by the applicable statute of limitations under Alabama law.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and

a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with Authority."

All insurance policies shall be written by a company or companies lawfully authorized to do business in Alabama. Companies are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Operator has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and in BAA Contractor Insurance Requirements.

Operator acknowledges and understands the statutory immunity to negligence applicable to Authority and its directors, which is contained in Article 2, Chapter 3 of Title 4 Section 4-30-50 of the Code of Alabama, 1975.

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BAA CONTRACTOR INSURANCE REQUIREMENTS
CONTRACTOR PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
Employee's Liability	\$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
Requirements:	1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
General Liability	\$1,000,000 each occurrence \$2,000,000 General Aggregate \$2,000,000 Completed Operations/Products Aggregate \$2,000,000 Personal Injury \$5,000 Medical Payments
Requirements:	1. XCU Perils Coverage 2. Completed Operations Extended 3 Years 3. Broad Form Property Damage 4. Fellow Employee Coverage 5. Primary & Non-Contributory 6. Waiver of Subrogation 7. 30-day notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements 9. Contractual Liability applicable to Contractor's indemnification obligations
Garagekeeper's Legal Liability	\$1,000,000 General Aggregate
Requirements:	1. 30-day notice of Cancellation to Certificate Holder 2. Waiver of Subrogation
Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
Requirements:	1. Covers owned, non-owned and hired autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. 30 Day- Notice of Cancellation to Certificate Holder
Umbrella	\$5,000,000
Builder's Risk Policy	Amount of Project
Requirements:	Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site. 1. Coverage shall insure interest of Owner and Contractor 2. Provide Replacement Cost 3. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear 4. Coverage includes flood and earth movement

	5. Per Project Aggregate
Pollution Policy	\$1,000,000 (Depending on project)

7.2 Certificate of Insurance

Operator shall provide Authority with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the Term of this Agreement, Operator shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.

7.3 Waiver of Subrogation

Operator agrees by way of entering this Agreement in writing to a Waiver of Subrogation for each required policy providing coverage during the Term of this Agreement. When required by the insurer or should a policy condition not allow a pre-loss Agreement to waive subrogation without an endorsement, Operator shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Operator enter into such an Agreement on a pre-loss basis.

7.4 Deductibles, Coinsurance, & Self-Insured Retention

Operator shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy. Operator agrees any Self-Insured-Retention or deductible(s) shall not exceed Twenty-Five Thousand Dollars (\$25,000).

7.5 Right to Review or Reject Insurance

Authority may review, modify, reject, or accept any required policies of insurance, including, but not limited to, limits, coverage's or endorsements, required by this Article 8 from time to time throughout the Term of this Agreement. Authority may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Authority shall provide Operator a written notice of rejection, and Operator shall comply within thirty (30) days of receipt of the notice. In addition, Authority may require such additional types and amounts of insurance reasonably deemed necessary by Authority.

7.6 No Representation of Coverage Adequacy

Operator acknowledges the limits, coverage's and endorsements required by this Article 7 are intended to minimize liability for Authority. Operator agrees that it will not rely upon the requirements of this Article 8 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Operator against any loss exposures, whether as a result of this Agreement or otherwise.

ARTICLE 8 IMPROVEMENTS AND STRUCTURAL ALTERATIONS

8.1 Improvements

Operator shall make no alterations or improvements to the Assigned Premises without the prior written consent of Authority. Operator shall, at its sole cost and expense, install all improvements and trade fixtures necessary and customary for the operation of airport valet services within the Assigned Premises in accordance with the requirements of this Agreement.

Under no circumstance shall Operator be allowed to provide improvements without submitting to and receiving approval from Authority for requested improvements.

8.2 Conditions When Consent to Improve Given

If Operator requests permission to make improvements or alterations, and permission is granted, Operator shall comply with any restrictions or conditions imposed by Authority with respect to the improvements and shall also: (i) obtain all required permits and licenses necessary to comply with applicable zoning laws, building codes, and other laws or regulations of any appropriate governing body; (ii) require that all contractors and subcontractors who are to perform work qualify and be approved by Authority; and (iii) post with Authority a performance and payment bond in an amount equal to the estimated cost of alterations or improvements. In addition to any restrictions or conditions, Operator agrees to pay all costs and expenses necessary to design and construct Authority-approved alterations or improvements, and to maintain at its expense the Assigned Premises and any improvements, equipment, or displays within the Assigned Premises in a good state of repair and preservation.

8.3 Title and Ownership of Improvements

All improvements of whatever kind or nature that are, under the laws of the State of Alabama, part of the realty, including but not limited to, all equipment installed at the Airport, heating and air conditioning equipment, interior and exterior light fixtures, and all other permanent improvements that become part of the realty placed upon the Assigned Premises, with or without consent of Authority, shall: (i) become a part of the Assigned Premises; (ii) become the property of Authority upon expiration or termination of this Agreement; and (iii) remain on the Assigned Premises unless otherwise directed by Authority.

8.4 Title and Ownership of Personal Property

Title to all personal property, furnishings, and trade signage shall be and remain with Operator, and may be removed from the Assigned Premises at any time, provided Operator is not then in default under this Agreement, and further provided Operator exercises care in the removal of same and repairs any damage to the Assigned Premises caused by said removal. Notwithstanding the foregoing provision, any such items left at the Airport following termination of the Agreement and surrender of the Assigned Premises shall be handled in accordance with Article 12.3, without liability to Authority.

ARTICLE 9

RELATIONSHIP OF THE PARTIES

Operator, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its acts or omissions. Authority shall in no way be responsible for acts, omissions, debts, or obligations of Operator. Nothing in this Agreement shall be construed to create an employment relationship with Operator or any third party beneficiary. Operator shall bear sole responsibility for compliance with all employment laws and Alabama laws governing Workers Compensation.

ARTICLE 10

INDEMNIFICATION

Operator agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees, board members and officers and each of them (collectively, 'the' "Indemnities"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which any of the Indemnities is named or joined, arising out of, or related to this Agreement or Operator's use or occupancy of the Assigned Premises, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) arising out of or incident to or in connection with Operator's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of Operator or any breach of the terms of this Agreement. Operator further agrees to hold harmless and each of indemnify the Indemnities for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Operator's activities or operations or use of the Assigned Premises whether or not Operator was negligent or even knowledgeable of any events precipitating a claim or

judgment arising as a result of any situation involving the activities. This indemnification shall include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Operator. Operator acknowledges the broad nature of the indemnification and hold harmless provisions, and agrees that the indemnification provisions, as stated, are a condition of this Agreement. The obligations arising under this Article 10 shall survive the expiration or termination of this Agreement.

ARTICLE 11

DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS

11.1 Operator's Obligations

Operator hereby assumes full responsibility for the condition of the Assigned Premises and character, acts and conduct of all persons admitted to the Assigned Premises or the Airport by or with the actual or constructive consent of Operator or by or with the consent of any person acting for or on behalf of Operator. If the Assigned Premises or the Airport, or any part thereof, are Damaged in any way whatsoever by the act, default or negligence of Operator, or of Operator's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Assigned Premises or the Airport by Operator or otherwise, Operator shall, at its sole cost and expense, restore the damaged property to the condition existing prior to such damage. If any properties, or any part thereof, are damaged in any way by an act of God, and such loss was required by this Agreement to be insured against by Operator, but was not so insured, then Operator shall, at its sole cost and expense, restore the damaged property to the condition existing prior to such damage. Operator shall commence such restoration within ten (10) days and shall diligently pursue such restoration to completion. Such repairs, replacements or rebuilding shall be made by Operator in accordance with the construction requirements contained herein and as established by Authority. If Operator fails to restore the damaged property as required above, Authority shall have the right to perform the necessary restoration, and Operator hereby expressly agrees that it shall fully assume and be liable to Authority for payment of the costs thereof, plus up to twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within ten (10) days from date of written notice thereof.

11.2 Right to Cancel

If the Assigned Premises are damaged or destroyed in whole or in part by fire or other casualty, Operator may, subject to approval of Authority, be relieved of the obligation to repair, replace or rebuild the same and have the right to cancel this Agreement. In such event, Operator shall provide Authority written notice within thirty (30) days after the date of any such damage or destruction and, upon approval by Authority, this Agreement shall terminate and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Authority. All fees and other sums due hereunder and payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance of insurance proceeds by Authority under this Article 12 will relieve Operator from any responsibility to restore the Assigned Premises to its former condition; provided, however, that Operator expressly agrees, covenants and warrants that nothing herein shall serve to relieve Operator of its liability for fines, penalties or expenses associated with, arising out of, or in any way resulting from any impairment of or damage to the environment of the Assigned Premises, and Operator further waives any claim against Authority for damages or compensation, should this Agreement be so terminated.

11.3 Insurance Proceeds

Upon receipt by Operator of the proceeds of the insurance policy or policies, the proceeds shall be deposited in an escrow account approved by Authority so as to be available to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Operator shall pay any additional sums required into the escrow account. If the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be remitted to Operator.

11.4 Termination upon Destruction or Other Casualty

In the event the Assigned Premises, or any part thereof, shall be destroyed or damaged in whole or in part by fire, water or any other cause, or if unforeseen occurrence shall likewise render the fulfillment of this Agreement by Authority impossible, then Authority, at its sole option, may terminate this Agreement. Operator shall pay all fees, rental, costs, and satisfy all of its obligations hereunder arising prior to the time of such termination, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligation hereunder other than those which expressly survive expiration or termination of this Agreement. Operator hereby waives any claim for damages or compensation should this Agreement be so terminated.

ARTICLE 12 EXPIRATION, SURRENDER AND TRANSITION

12.1 Expiration

This Agreement shall expire and automatically terminate at the end of the Initial Term as set forth in Article 3 hereof, and shall not renew unless an applicable Renewal Term is negotiated in accordance with provisions set forth in Article 3.1, unless earlier terminated. Either party shall have the right to terminate the Agreement at any time, for any reason, or no reason, with thirty (30) days written notice to the other party.

12.2 Surrender of Premises

Operator expressly agrees that it shall, upon termination or expiration of this Agreement, immediately surrender the Assigned Premises and any other location(s) designated for Operator's use under this Agreement to Authority in good and fit condition, depreciation and wear from ordinary use for the purpose for which the premises were assigned being accepted. All repairs and obligations for which Operator is responsible shall be completed by the earliest practical date prior to surrender.

12.3 Removal of Operator's Property

Operator shall, immediately upon the expiration or sooner termination of this Agreement, remove all of its furniture, equipment, supplies and other personal property from the Airport, provided that such removal can be accomplished without material injury to any facilities at the Airport and provided that any damage caused to such facilities as a result of such removal is repaired by Operator at its own cost and expense to the satisfaction of Authority. Any such property not so removed by Operator may be removed and stored by Authority at Operator's expense, and any such property not removed or claimed by Operator within thirty (30) days after the expiration or sooner termination of this Agreement shall become the sole property of Authority. All facilities, equipment, supplies and other personal property provided or paid for by Authority shall be returned to Authority in satisfactory working order and condition, normal wear and tear excepted.

12.4 Property of Authority

Upon the expiration or earlier termination of this Agreement, Operator shall relinquish to Authority all property of Authority in Operator's possession including, but not limited to, equipment provided to Operator pursuant to this Agreement and all property purchased by Operator and for which Authority reimbursed Operator.

12.5 Transition

Operator agrees that, it will cooperate with Authority and Authority's succeeding operator of the valet parking services concession to ensure a smooth transition. This includes attending meetings Authority deems necessary prior to the transition.

12.6 Transition Time Line

Operator shall provide a transition plan and time-line to supervisory personnel, training staff and other employees on site beginning no later than sixty (60) days prior to the Expiration or Termination of this Agreement.

ARTICLE 13 DEFAULT AND TERMINATION

13.1 Automatic Termination

In the event Operator fails to: (i) make within ten (10) days of its due date any payment required to be made under this Agreement, (ii) maintain the insurance coverage specified in this Agreement; (iii) provide and/or replace the Security Deposit specified in this Agreement; and/or (iv) offer valet parking services and/or otherwise operate as required by this agreement for a period of three (3) days. Absence by Operator from the Assigned Premises or of any other location(s) designated by Authority as Operations Areas and suspension of valet parking operations for three days will be considered abandonment in the absence of a labor strike in which Operator is directly involved. Following abandonment or any of the violations stated above, this Agreement shall automatically terminate upon Authority giving a written notice of termination to Operator.

13.2 Authority's Rights of Termination

Authority, in addition to any other right of termination herein given to it or any other rights to which it may be entitled by law or in equity or otherwise, may terminate this Agreement after giving Operator written notice upon or after the happening of any one or more of following events that demonstrate the failure of Operator to perform its obligations under this Agreement ("Events of Default"), or with thirty (30) days written notice. Operator shall have thirty (30) calendar days to cure an Event of Default, except in the event of a written notice of termination as provided in this Agreement. The thirty (30) day cure period shall commence upon receipt of written notice from Authority. Events of Default are as follows:

- (A)** Operator files a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or substantially all of Operator's assets;
- (B)** Institution of proceeding(s) in bankruptcy against Operator and adjudication of Operator as a bankrupt pursuant to said proceeding(s) which adjudication is not set aside within thirty (30) days thereof;
- (C)** Taking of jurisdiction by a court of competent jurisdiction of Operator and its assets by a Court of competent jurisdiction, pursuant to proceedings brought under the provision of any federal reorganization act and said proceeding is not dismissed, discontinued or vacated within ninety (90) days.
- (D)** Appointment of a receiver or trustee of Operator's assets by a court of competent jurisdiction or by a voluntary Agreement with Operator's creditors;
- (E)** Operator is prevented for a period of thirty (30) days, from conducting its business with the Airport passengers, or it is so prevented from conducting any business at the Airport, either by:
 - 1. Reason of the United States or any agency thereof, acting directly or indirectly, taking possession of, in whole or substantial part, the Operations Areas or premises required for the actual operation of Operator's business at the Airport, or
 - 2. If all or a substantial part of the Operations Areas shall be acquired through the process of eminent domain.

(F) Failure of Operator to use the Operations Areas in accordance with the terms and conditions of this Agreement;

(G) Failure of Operator after receiving the thirty (30) calendar days after receipt of written notice from Authority, to keep, perform or observe any other term, covenant or condition of this Agreement to be kept, performed or observed by Operator; provided, however, that if by its nature such default cannot be cured within such thirty (30) calendar day period, then such default shall not constitute an Event of Default if Operator commences to cure or remove such default within said thirty (30) calendar day period and thereafter pursues the curing or removal of such default with due diligence; or

(H) If Operator shall fail to take possession of the Assigned Premises.

(I) If Authority provides a written letter that the Agreement is cancelled.

13.3 Payment after Default

The acceptance of rentals, fees or charges by Authority from Operator for any period or periods after a default by Operator of any of the terms, covenants and conditions herein required to be performed, kept and observed by Operator shall not be deemed a waiver or estoppel of any right on the part of Authority to terminate this Agreement for failure by Operator to so perform, keep or observe any of said terms, covenants or conditions.

13.4 Termination and Reuse

Should there occur an early termination of this Agreement pursuant to the terms of this Agreement, Authority shall have the right to reenter the Assigned Premises of Operator, make repairs necessary, and enter into another agreement for use of the Assigned Premises, or any part thereof, for the remainder of the term hereof. In the event of such early termination, Operator shall remain liable for such payments, whether or not another Agreement is entered into, Authority's responsibility being in mitigation of damages as provided herein.

13.5 Operator's Right of Termination

In addition to any other right of cancellation herein given to Operator or any other rights to which it may be entitled by law, as long as Operator is not in default in payment to Authority of any amounts due Authority under this or any other Agreement, Operator may terminate this Agreement by giving Authority thirty (30) calendar days' advance written notice, to be served as hereinafter provided, upon or after the happening of the following events:

(A) Permanent abandonment of passenger airline operations at the Airport;

(B) Default by Authority of any of the covenants or conditions contained herein and the failure of Authority to remedy such default for a period of sixty (60) calendar days after its receipt from Operator of written notice to remedy the same;

(C) Operator shall be prevented for a period of thirty (30) calendar days, after exhausting or abandoning all appeals, by an action of any government authority, board, agency or offices having jurisdiction thereof, from conducting its business with airline passengers arriving at the Airport or it is so prevented from conducting any business at the Airport by reason of a taking of possession of the Operations Areas by the U.S. Government.

ARTICLE 14 STATUS UPON EXPIRATION

If Operator holds over and continues in possession of the Assigned Premises after expiration or termination of this Agreement and any applicable Term, Operator will be deemed to be occupying the Assigned Premises at sufferance from month-to-month, without limitation on any of Authority's rights or remedies hereunder, subject to all of the terms and conditions of this Agreement. Similarly, if Operator continues to exercise its privilege of doing business at the Airport after expiration of the Term of this Agreement, other than provided above, Operator will be deemed to be conducting such business at the sufferance of Authority, without limitation on any of Authority's rights or remedies hereunder, subject to all of the terms and conditions of this Agreement. In such event, Operator shall pay an amount equal to the then fair market rental for occupancy of the Operations Areas.

ARTICLE 15 SURRENDER OF ASSIGNED PREMISES

Operator shall surrender up and deliver its Assigned Premises to Authority upon termination or expiration of this Agreement in the same condition as existed at the commencement of the Agreement, ordinary wear and tear excepted. Provided Operator is not in default in the payment of rents, fees and charges required under this Agreement, Operator, at the termination of this Agreement, shall remove all of its personal property from the Assigned Premises forthwith. Failure on the part of Operator to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property shall be borne by Operator.

ARTICLE 16 NO ACCEPTANCE OF SURRENDER

No act or action done by Authority or Authority's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of surrender shall be valid unless in writing.

ARTICLE 17 ASSIGNMENT AND TRANSFER

Operator shall not, in any manner, assign, transfer or otherwise convey this Agreement, or any interest herein, or sublet the Assigned Premises or any portion thereof ("Assignment"), without the prior written consent of Authority, which consent may be granted or withheld by Authority in its sole discretion. Any attempted Assignment without the required approval by Authority shall be null and void. No request for, or consent to, Assignment will be considered or granted by Authority unless Operator has met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement, as amended from time to time. Operator must provide 30 days advance, written notice of any action or intended action by Operator to sell, merge, liquidate, or otherwise alter the ownership interests of Lanier Shuttle and Valet, Inc., dba Lanier Parking Solutions. Authority shall be under no obligation to transfer the rights of this Agreement following corporate sale. Authority shall be under no obligation to transfer the rights of this Agreement following a merger through which Lanier Shuttle and Valet, Inc., dba Lanier Parking Solutions is not the surviving entity. Authority reserves the right to investigate the corporate and financial records of the proposed assignee, and Operator shall provide documents reasonably requested by Authority. Any permitted Assignment may be subject to the same conditions, obligations and terms as set forth herein or renegotiated by Authority, within Authority's sole discretion. Operator shall guarantee and remain fully responsible for any assignee's performance under the Agreement and compliance with the terms and covenants contained herein. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Operator shall remain liable to Authority for fulfilling all obligations, terms, and conditions of this Agreement, throughout any Term of this Agreement.

Authority may freely assign its obligations under this Agreement at any time, without the consent of Operator. Upon assumption of Authority's obligations hereunder by an assignee, Authority shall be released from all liability and obligations arising hereunder.

ARTICLE 18 SIGNS

No signs, posters, or other marketing devices shall be erected, displayed, or maintained by Operator in view of the general public in, on, or about the Assigned Premises or elsewhere on the Airport, without the prior written approval of Authority, which approval may be granted or withheld by Authority in its sole discretion. Any signs that are not approved by Authority shall be immediately removed at the sole cost and expense of Operator. All signs approved for Operator's operations at the Airport shall be at the cost of Operator.

ARTICLE 19 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Operator agrees that throughout the Term of this Agreement, Operator shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA regulations, Advisory Circulars, TSA regulations and Airport Rules and Regulations. Operator shall follow security regulations provided by BAA and updated from time to time. Operator agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as Authority may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

ARTICLE 20 AIRPORT SECURITY AND BADGING

All employees/subcontractors/independent operators of Operator assigned to Birmingham-Shuttlesworth International Airport (BHM) must obtain an Airport Security Badge, at the sole expense of Operator. Operator will have the sole responsibility of complying with TSA and Airport requirements including, but not limited to, a Security Threat Analysis, and issuance and wearing of security badges. Any fines incurred by the BHM for violations of any FAA regulations by Operator employees/subcontractors/independent operators will be charged to Operator, and if not promptly paid by Operator may result in declaration of default in accordance with the terms of the Agreement. All personnel employed by Operator will be competent, trustworthy and properly trained. Operator and its employees will be required to comply with all the applicable regulations of BHM. BHM will require Operator to remove from BHM property all employees deemed careless, incompetent, or otherwise objectionable and/or detrimental to BHM interests. In addition to all BHM security rules and regulations, which will be provided to Operator at the post award conference, Operator will inform their employees, and ensure their compliance with the following:

- (A)** No guns, knives or other weapons are allowed on the BHM premises.
- (B)** No drugs or other prohibited substances, including alcohol are allowed on the BHM premises.
- (C)** All building regulations concerning smoking
- (D)** Consent to Search or Inspection. Operator agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter, leave or while on BHM property.

Operator agrees to observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the Federal Aviation Authority (FAA) and the Transportation

Security Administration (TSA), applicable to Operator, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations. Operator agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by Authority, and to take such steps as may be necessary or directed by Authority to insure that sub lessees, employees, invitees and guests observe these requirements. Operator shall conduct background checks of its employees to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by Authority. Authority shall have the right to require the removal or replacement of any employee of Operator at the Airport that Authority has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Operator, its sub lessees, employees, invitees or guests, Authority incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of Authority; or any expense in enforcing the Airport Security Program, then Operator agrees to pay to Authority all such costs and expenses, including all costs of administrative proceeding, court costs, and attorney's fees and all costs incurred by Authority in enforcing this provision. Operator further agrees to rectify any security deficiency or other deficiency as may be determined by Authority, the FAA or TSA. In the event Operator fails to remedy any such deficiency, Authority may do so at the cost and expense of Operator. Operator acknowledges and agrees that Authority may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by Authority, the FAA or TSA.

ARTICLE 21 NON-DISCRIMINATION

Operator, 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, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Operator shall use the Airport premises in compliance with all 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. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the Agreement.

ARTICLE 22 AMERICANS WITH DISABILITIES ACT

Operator shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 as it applies to Operator's operations at the Airport. See the attached information for all regulations in Exhibit A.

ARTICLE 23 AIRPORT DISADVANTAGED BUSINESS ENTERPRISE

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Parts 26 and 23. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Parts 26 and 23. Operator agrees to include the above statements in any subsequent agreement or contract, covered by 49 CFR Parts 26 and 23, that it enters and Operator will cause those businesses to similarly include the statements in further agreements.

23.1 Policy

It is the policy of Authority to recognize Authority and applicability of the United States Department of Transportation's Rules and Regulations governing Disadvantaged Business Enterprise (DBE) participation. Authority is also fully committed to the implementation of these Rules and regulations through its approved DBE Program.

23.2 Certification (49 CFR Parts 26 and Part 23)

Authority will use the procedures and standards of Parts 26 and 23 for certification of DBEs to participate in its DBE program. Firms desiring to participate as an Airport DBE on Authority's projects or contracts must be certified.

23.3 DBE Goal

Authority encourages the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. This policy is consistent with the administrative mandate set out by the United States Department of Transportation Code of Federal Regulations in Title 49 Parts 23 and 26. A participation goal of twenty-five percent (25%) was established for this project.

**ARTICLE 24
NOTICES AND COMMUNICATIONS**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be either hand delivered and reasonably documented by a reputable messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

TO AUTHORITY:

Chief Executive Officer
Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

TO OPERATOR:

Mr. Bijan Eghtedari
Chief Executive Officer
Lanier Parking Solutions
233 Peachtree NE
Harris Tower, Suite 2600
Atlanta, GA 30309

Or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this article.

**ARTICLE 25
FEDERAL RIGHTS 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 Operations Areas are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Agreement by providing written

notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Article 26 shall not act or be construed as a waiver of any rights Operator may have against the United States as a result of such taking.

ARTICLE 26 RIGHT OF FLIGHT

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

ARTICLE 27 PROPERTY RIGHTS RESERVED

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Operations Areas are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future Agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 28 QUIET ENJOYMENT

Authority covenants that Operator shall and may peaceably and quietly have, hold and enjoy its Operations Areas and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 29 NO MORTGAGE RIGHTS OF OPERATOR

Operator shall not have the right to mortgage, hypothecate, pledge, or otherwise encumber its leasehold interest for the purpose of securing a loan from any lender.

ARTICLE 30 WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or Agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or Agreement herein contained, nor of the strict and prompt performance thereof by Operator. No delay, failure or omission of Authority to reenter the Operations Areas or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by Authority shall be required to restore or revive time as of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to Authority by this Agreement are cumulative and no one of them shall be exclusive of the other

or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by Authority shall not impair its rights to any other right, power, option or remedy.

ARTICLE 31 SUBORDINATION TO BOND RESOLUTION

This Agreement and all rights granted to Operator hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Authority in any Bond Resolution heretofore or hereafter adopted by Authority.

ARTICLE 32 SUBORDINATION TO FEDERAL AGREEMENTS

This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Authority acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future Agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

ARTICLE 33 GOVERNING LAW AND VENUE

This Agreement is made and entered in the State of Alabama. The Agreement shall be construed in accordance with the laws of the State of Alabama, regardless of any choice of law principles. Venue for any action for breach of or enforcement of any provision of this Agreement shall be in courts located within Jefferson County, Alabama.

ARTICLE 34 RIGHT TO ENTRY

Authority, through its Chief Executive Officer or other designee(s), shall have the right to request from Operator and to be provided entry to the Assigned Premises of Operator, for the purposes and to the extent necessary to protect Authority's rights and interest, to provide for periodic inspection of said areas from the standpoint of safety and health, and to check Operator's compliance with the terms of this Agreement. Access shall be upon twenty-four (24) hours' notice and may include accompaniment by a representative of Operator. No notice shall be required in the event of emergency.

ARTICLE 35 TIME OF THE ESSENCE

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

ARTICLE 36 PUBLIC ENTITY CRIMES

If Operator is a corporation or other artificial entity, the undersigned officer of Operator hereby warrants and certifies to Authority that Operator is an entity in good standing and is authorized to do business in the State of Alabama. The undersigned officer of Operator hereby further warrants and certifies to Authority that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Agreement by his or her signature.

ARTICLE 37 INCORPORATION BY REFERENCE

All terms, conditions, and specifications of all Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference. In the event of conflict between any Exhibit and the terms of the Agreement, the Agreement shall prevail.

ARTICLE 38 CONSTRUCTION

Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon attribution of a drafting party.

ARTICLE 39 MISCELLANEOUS

All of the terms and provisions hereof shall be binding upon and the benefits inure to Authority and Operator and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments or documents relating to same, shall be construed under Alabama law. This Agreement represents the complete Agreement of the parties and any prior Agreements or representations, regarding the subject matter of this Agreement, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the parties hereto. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, AUTHORITY and OPERATOR hereto have duly executed this Agreement as of the day and year first above written.

BIRMINGHAM AIRPORT AUTHORITY:

By: Michael H. Bell
Printed Name: Michael H. Bell
Title: BAA Board Chairman

LANIER SHUTTLE AND VALET, INC.

By: [Signature]
Printed Name: Bijan Eghtedari
Title: President

WITNESSES FOR AUTHORITY:

Signature

Name Printed

Signature

Name Printed

WITNESSES FOR OPERATOR:

[Signature]
Signature

Aisha McKinney
Name Printed

Meschele Clark
Signature

Meschele Clark
Name Printed

EXHIBIT A

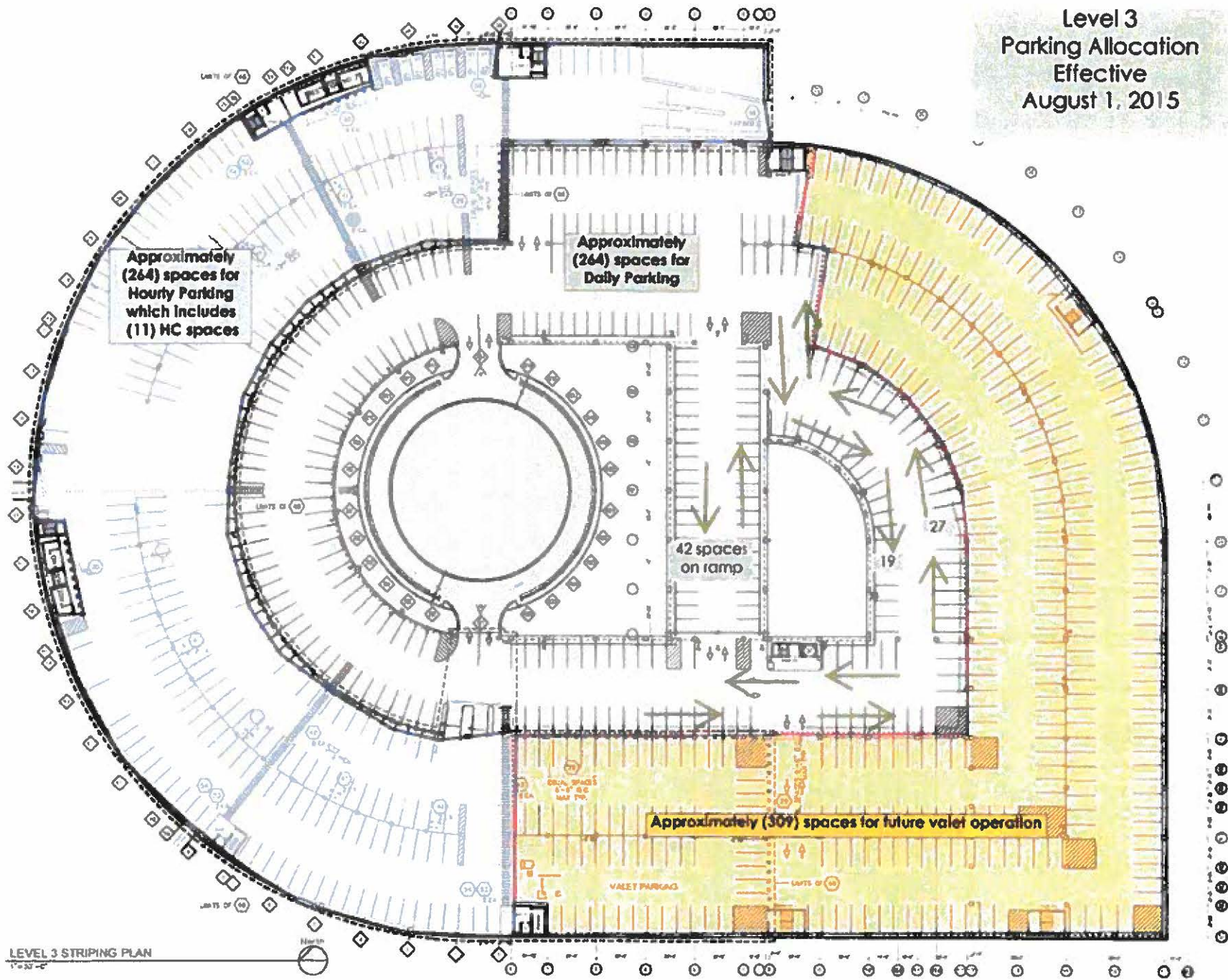
Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the non-discrimination provisions of the following statutes and authorities:

1. 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);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. 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);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. 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);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. 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);
10. 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;
11. 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);
12. 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.*).

EXHIBIT A

Level 3
Parking Allocation
Effective
August 1, 2015



LEVEL 3 STRIPING PLAN

1" = 30' - 0"

LEGEND

EXHIBIT B

VALET OFFICE

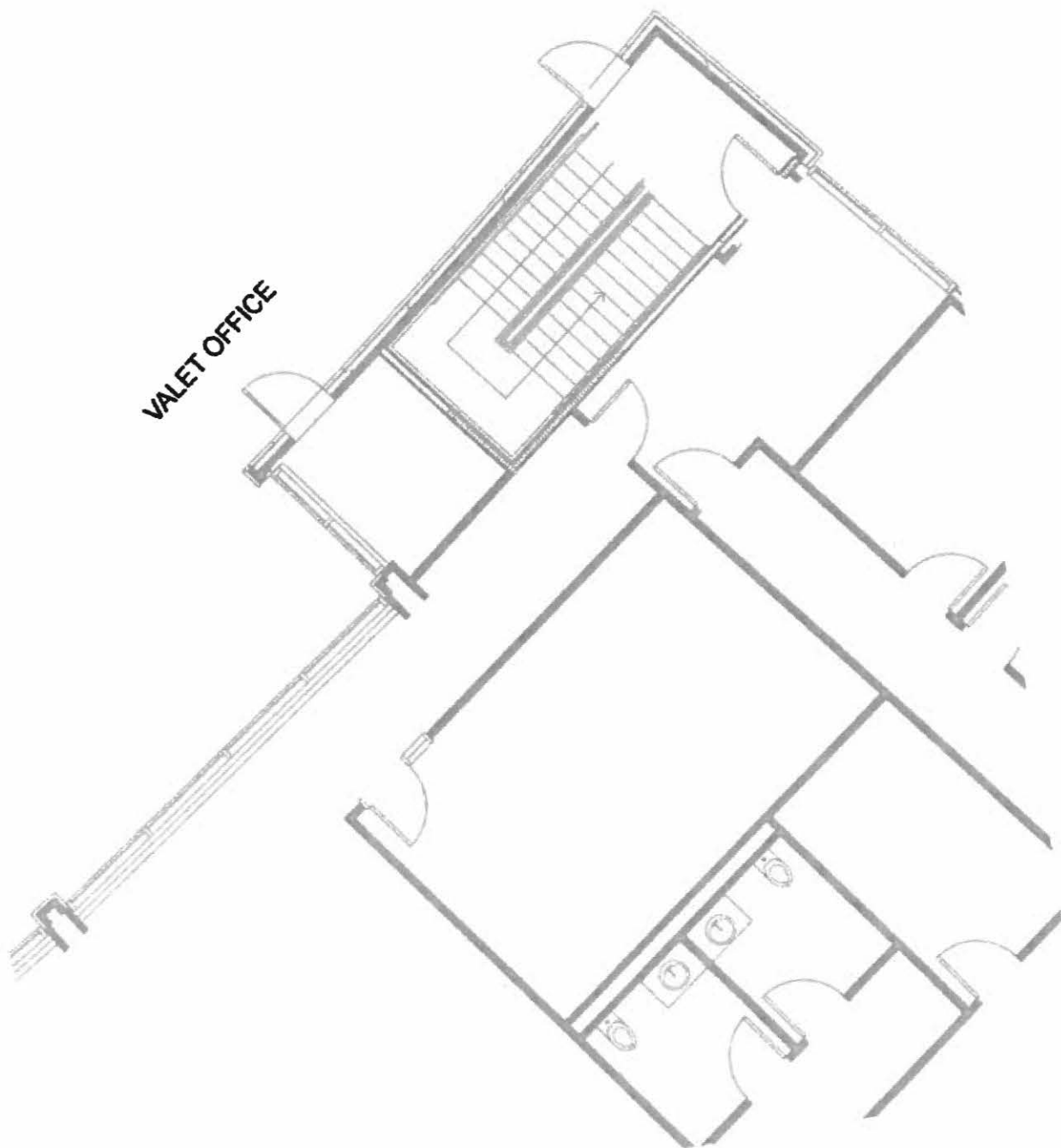


EXHIBIT C

Price per additional parking space:

September 1, 2015 – August 31, 2016	\$84.24 per space per month
September 1, 2016 – August 31, 2017	\$88.46 per space per month
September 1, 2017 – August 31, 2018	\$92.89 per space per month
September 1, 2018 – August 31, 2019	\$97.54 per space per month

EXHIBIT D

Additional Services and Prices

Car Wash and Professional Detail

Basic Wash – outside only, tire shine, no wax

Car - \$29.99	SUV - \$32.99	Large Truck/SUV	\$35.99
----------------------	----------------------	------------------------	----------------

Wash and Vacuum – Basic wash and inside vacuum

Car - \$35.99	SUV - \$39.99	Large Truck/SUV	\$42.99
----------------------	----------------------	------------------------	----------------

Wash, Wax and Vacuum – Basic wash and vacuum and wax

Car - \$59.99	SUV - \$69.99	Large Truck/SUV	\$79.99
----------------------	----------------------	------------------------	----------------

“THE WORKS” Full Detail – Inside and out professional detail

(Shampoo and acid not available)

Car - \$99.99	SUV - \$119.99	Large Truck/SUV	\$149.99
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Exhibit E

Price for Valet Service

The rate per day is:

\$16.95

Birmingham Airport Authority
Lanier Valet Monthly Revenue Report
February-25

Gross Revenue	\$ 168,018.85
	(x 30 %)
Revenue amount due to Lanier	<u>50,405.66</u>
Tips Due to Lanier	<u>18,235.91</u>
Adjustment on Chargeback	(214.50)
Outstanding Balance from BAA	(3,960.35)
Total due to Lanier	<u><u>\$ 64,466.72</u></u>

[illegible]

Birmingham Airport Authority
Lanier Valet Monthly Revenue Report
March-25

Gross Revenue	\$ 181,141.00
	(x 30 %)
Revenue amount due to Lanier	<u>54,342.30</u>
Tips Due to Lanier	<u>18,655.23</u>
Adjustment on Chargeback	-
Outstanding Balance from BAA	(412.00)
Total due to Lanier	<u><u>\$ 72,585.53</u></u>

Type	Trn#	Orig Amt	Chrg Amt	Srvc Amt	Disc Amt	Tax Amt	Srvc Tax Amt	CC Amt	Cash Amt	Bill Amt	Bill Tax	Redeem Amt	Tip Amt	ChargeGroupId
Transient - CASH														
TRN - CASH	99	\$7,289.45	\$7,289.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,289.45	\$0.00	\$0.00	\$0.00	\$0.00	0
SUB TOTAL:	99	\$7,289.45	\$7,289.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,289.45	\$0.00	\$0.00	\$0.00	\$0.00	
Transient - CREDIT CARD														
TRN - CC - American Express	857	\$67,423.35	\$67,393.35	\$30.00	\$0.00	\$0.00	\$0.00	\$67,423.35	\$0.00	\$0.00	\$0.00	\$0.00	\$7,707.46	1
TRN - CC - Discover	20	\$1,952.50	\$1,952.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,952.50	\$0.00	\$0.00	\$0.00	\$0.00	\$176.00	2
TRN - CC - MultipleCC	3	\$356.15	\$356.15	\$0.00	\$0.00	\$0.00	\$0.00	\$224.90	\$131.25	\$0.00	\$0.00	\$0.00	\$0.00	3
TRN - CC - MasterCard	384	\$28,944.55	\$28,944.55	\$0.00	\$0.00	\$0.00	\$0.00	\$28,944.55	\$0.00	\$0.00	\$0.00	\$0.00	\$3,185.07	4
TRN - CC - Visa	943	\$75,125.00	\$75,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,546.70	5
SUB TOTAL:	2207	\$173,801.55	\$173,771.55	\$30.00	\$0.00	\$0.00	\$0.00	\$173,670.30	\$131.25	\$0.00	\$0.00	\$0.00	\$18,615.23	
Transient - MASTER ACCOUNT														
TRN - MACC - 090100004 - VIP	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6
SUB TOTAL:	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Transient - CUSTOM CHARGE														
TRN - ADD - CUSTOM CHARGE - AMEX	1	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	7
SUB TOTAL:	1	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00	
Transient - VOID TICKET														
TRN - VOID - Customer Changed His/Her Mind	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	8
SUB TOTAL:	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Transient - LESS THAN 10 MINS														
TRN - NOC - LESS THAN 10 MINS	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	9
SUB TOTAL:	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL:	2313	\$181,171.00	\$181,141.00	\$30.00	\$0.00	\$0.00	\$0.00	\$173,750.30	\$7,420.70	\$0.00	\$0.00	\$0.00	\$18,625.23	
3/1/2025 - 3/31/2025														
Total Revnue:		\$181,141.00												
Total Tips:		\$18,655.23												
Adjustment on Chargeback:		-												
Outstanding Balance from BAA:		(\$412.00)												
Total due Lanier		\$72,585.53												

Exhibit C
Proposal Forms

VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority
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Proposal Form Section 1 – Cover Letter

Proposer shall submit a one-or two-page cover letter to identify Proposer and summarize Proposer's minimum qualifications. The proposal should include a brief statement of experience, a statement of acceptance or exceptions to the Concession Agreement terms, and any other general information which the Proposer desires to include as an introduction to the Proposal.

Enter Proposer Name	
---------------------	--

PF-1

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form

Section 2 – Company Background & Management Experience

Include a brief history of the Proposer and a general description of services provided. Describe current operations as they exist today.

Proposer Name and Address

Provide legal name and address of the Proposer exactly as it should appear in the Agreement. If the Proposer is other than an individual, provide the name and telephone number of an individual who can answer for the Proposer.

Name of Proposer _____
Address _____
Telephone _____
E-mail Address _____

Describe the Organization

1. Corporation Yes ☐ No ☐

If yes, attach Articles of Incorporation.

Date of Incorporation _____
State of Incorporation _____
Tax ID Number _____

2. LLC Yes ☐ No ☐

If yes, attach Articles of Organization.

Date of Incorporation _____
State of Incorporation _____
Tax ID Number _____

3. Partnership Yes ☐ No ☐ General Partnership ☐ Limited Partnership ☐

If yes, attach Partnership Agreement.

Date of Organization _____
State of Registration _____
Tax ID Number _____

4. Joint Venture Yes ☐ No ☐

Date of Organization _____
Previously done business in Alabama? Yes ☐ No ☐
If Yes, where? _____

Tax ID Number _____

5. Sole Proprietorship Yes ☐ No ☐

6. How long in business? _____

Registered in Alabama? Yes ☐

No ☐

Authorized to do business in Alabama? Yes ☐

No ☐

Authorized to do business in Jefferson County? Yes ☐

No ☐

PF-2

<p>VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p>Proposal Form Section 3 – Proposed Products and Services</p>

Describe how the proposed program will be implemented at BHM. Included in Section 3 should be comparable vendors, the proposed layout, a product and pricing strategy, and the proposed airport fees. Describe any unique attributes of the proposed program. The proposer may include drawings or photographs.

<p>PF-3</p>

**VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority**

**Proposal Form
Section 4 – Financial Projections**

Proforma

Please provide proforma income statements for the first three (3) years of operation. Proposer should include all projected income and expenses. The income statement projection period should cover the first three (3) full years of operation. Each of the first three (3) full contract years should be shown separately. Please fill out the Rent Calculation Form provided below.

Rent Stipulation

Proposed Rent/Location

Attachment - Additional Information

Attach any additional fee proposals as necessary to complete the proposal.

PF-4

VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 5 – Financial Background

Attachment - Financial Information

Proposers shall submit historical financial information for the proposed entity and any joint venture or affiliate entities. The Authority reserves the right to request additional financial information from any Proposer. Submissions must include at minimum audited balance sheets and income statements for the last three (3) complete fiscal years.

Additional Information

Please indicate whether the proposing entity and any joint venture or affiliate entities has ever been involved in one of the following actions:

Declared bankruptcy	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Filed a petition in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Filed for protection from creditors in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Had involuntary proceedings filed in bankruptcy court	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If you have answered yes to any of the above, please briefly describe below the circumstances and status of each occurrence.

Credit References

Please list below at least three (3) credit references.

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Landlord References

Please list below at least three (3) credit references.

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment - Additional Financial Information

Attach any additional Financial Information that should be included in this proposal.

PF-5

<p style="text-align: center;">VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p style="text-align: center;">Proposal Form Section 6 – Management & Operations Plan</p>

Proposer shall submit sufficient information to allow the Authority to evaluate the Management Structure and Operating Program of the proposed package and concepts. Describe the experience of the management staff that will be assigned to the account. Describe any staff training, restocking, equipment servicing and/or monitoring plans.

<p style="text-align: center;">PF-6</p>
--

<p style="text-align: center;">VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p style="text-align: center;">Proposal Form Section 7 – Exceptions To The Concession Agreement</p>

Exceptions

If Proposer has indicated that Proposer does not accept all agreement terms, please attach a list of all Exceptions to the Sample Concession Agreement and propose suggested revisions to the related terms in the following format:

Section
Nature of the Objection
Explanation of Objection
Proposed Revision

PF-7

<p style="text-align: center;">VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p style="text-align: center;">Proposal Form Section 8 – Proposal Bond</p>
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<p>Please provide the security indicated below.</p>

<p style="text-align: center;">Attachment - Proposal Bond</p>
--

<p>Please attach either a Proposal Bond in the form of a surety bond or a cashier's or certified check made payable to the Birmingham Airport Authority in an amount of \$5,000. The Proposal surety or cashier's or certified check will be returned to the Proposer upon expiration of one hundred eighty days (180) days after the scheduled closing time for the receipt of Proposals or upon execution of an Agreement with the successful Proposer, whichever occurs earlier.</p>

<p>The Proposal Bond, if a surety bond, shall be issued by a surety company authorized to do business in the State of Alabama and rated as at least an A or A+.</p>

<p style="text-align: center;">PF-8</p>
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VALET CONCESSION AGREEMENT
Request for Proposals
Birmingham Airport Authority

Proposal Form
Section 9 – Lawsuits

Attach any lawsuits in which Proposer, its parent company or any of its owners and/or partners have been a party to at any other location either as a defendant, plaintiff, or other named party, and the final disposition of the lawsuit.

Name of Proposer: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Proposer: _____

Business Phone: _____

Email Address: _____

Date: _____

PF-9

<p>VALET CONCESSION AGREEMENT Request for Proposals Birmingham Airport Authority</p>

<p>Proposal Form Section 10 – ACDBE Participation</p>

<p>Exceptions</p>

<p>Fill out and attach the completed ACDBE form as provided in this RFP.</p>
--

<p>PF-10</p>



Social Media Management

LinkedIn Overview

This page provides a summary of the results achieved on LinkedIn, emphasizing key performance metrics, professional audience engagement, and the impact of our efforts during the reporting period.

260

Total Posts

+742

Total Followers
Gained

200.3k

Total Impressions

336

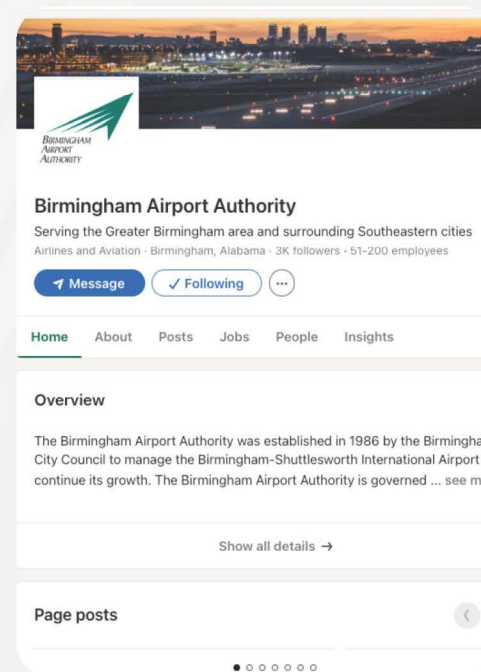
Total Comments

1.7k

Total Clicks

5.9K

Total Reactions





Social Media Management

Instagram Overview

This page highlights the results achieved on Instagram, showcasing key performance metrics, audience engagement, and the overall impact of our efforts throughout the reporting period.

347

Total Posts

+809

Total Followers
Gained

204.7k

Total Views

672

Total Comments

10.3k

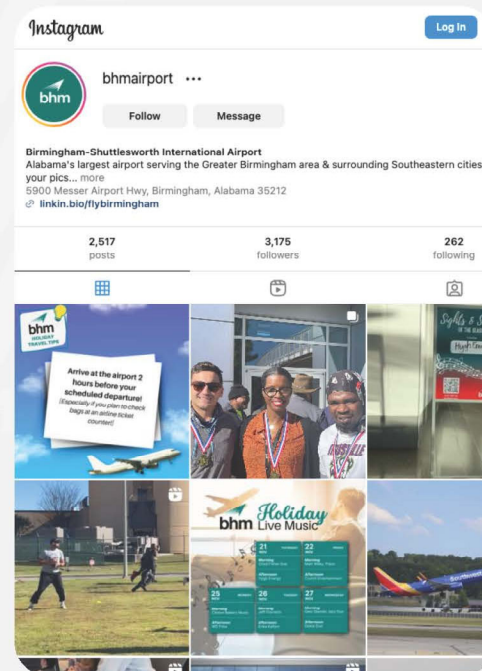
Total Likes

179.7K

Total Impressions

149.1k

Total Reach





Social Media Management

Facebook Overview

This page provides a summary of the results achieved on Facebook, highlighting key metrics, engagement, and overall performance for the Birmingham-Shuttlesworth International Airport page during the reporting period.

387

Total Posts

+2.1k

Total Followers
Gained

5.8M

Total Reach

2.5K

Total Comments

19.6k

Total Reactions

1.5M

Total Impressions

1.7M

Total Views

