

REQUEST FOR PROPOSAL
AUTOMATED RETAIL CONCESSION
AT
TULSA INTERNATIONAL AIRPORT



Tulsa Airports Improvement Trust
7777 Airport Drive, Room A211
Tulsa, OK 74115
(918) 838-5000

Dated: May 12, 2023

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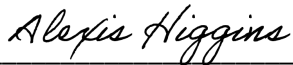
**INVITATION TO SUBMIT PROPOSAL
TO INSTALL AND OPERATE AN
AUTOMATED RETAIL CONCESSION AT
TULSA INTERNATIONAL AIRPORT**

The Tulsa Airports Improvement Trust ("TAIT") invites the submission of proposals by qualified persons and businesses to install and operate an Automated Retail Concession (the "Concession") at Tulsa International Airport ("Airport"). Proposal documents are available at the Tulsa Airports Offices, Passenger Terminal Building, Tulsa International Airport, Room A-211, 7777 Airport Drive, Tulsa, Oklahoma 74115, Telephone Number (918) 838-5000, or on-line at [Business Opportunities - Fly Tulsa](#).

All Proposers are encouraged to attend the Pre-Proposal Conference and Tour which will be conducted at the Passenger Terminal Building, Tulsa International Airport, Room A-211, Tulsa, Oklahoma on June 12, 2023, at 10:00 a.m. Central Daylight Savings Time (CDT).

Proposals must be received in the office of the Properties and Concessions Manager, no later than 5:00 p.m. (CDT) July 6, 2023. Proposals received after that time shall not be considered and shall be returned unopened. Proposals will be opened on July 7, 2023 at 10:00 a.m. (CDT) in Room A211 of the Passenger Terminal Building.

TAIT reserves the right to reject any or all Proposals and to waive any informality in the competitive process. No Proposal may be withdrawn for a period of 60 days after the opening thereof.



Alexis Higgins, Chief Executive Officer
Tulsa Airports Improvement Trust

DEFINITIONS

“Agreement” means the Concession License Agreement for the Installation and Operation of the Automated Retail Kiosks.

“Facilities” means areas in the passenger terminal building as set forth in Exhibit A, as the premises where the business of the Operator may be conducted.

“Operator” means the company selected for the Installation and Operation of the Automated Retail Concession.

“Procedures Manual - Operator” means the document to be submitted by the selected company to describe the day-to-day details of the management and operation of the Automated Retail Concession.

“Facilities Manager” means the individual directly responsible to the Operator. An on-call, qualified and competent individual to manage, maintain and operate the Concession.

II. INSTRUCTIONS TO PROPOSERS

The following instructions contain a summary of certain relevant provisions of the proposal. Your attention is directed to all terms, conditions and provisions of the Request for Proposals, (“RFP”).

A. PRE-PROPOSAL MEETING

The Pre-Proposal Conference and Tour will be conducted at the Passenger Terminal Building, Tulsa International Airport, Room A-211, Tulsa, Oklahoma on June 12, 2023, at 10:00 a.m. CDT.

ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IS NOT MANDATORY; HOWEVER, IT IS STRONGLY ENCOURAGED FOR ALL PROSPECTIVE PROPOSERS ON THIS RFP.

B. SUBMISSION

Proposals must be received at the office of the Tulsa Airports Improvement Trust (“TAIT”) no later than the time and place noted in the “Invitation to Submit Proposals.” Proposals must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the proposer, and be clearly marked, “Proposal to Install and Operate an Automated Retail Concession.”

Proposals must be submitted in the format of the official proposal forms which are included with these instructions. All proposals must be legibly written with all amounts given both in words and figures where so indicated. Proposals shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered sufficient cause for rejection. There shall be no conflict between the proposal and the evidence of performance ability or other documents required to be included with the proposal.

More than one proposal submitted by a proposer under the same or different names will not be considered. Reasonable grounds for believing that the Proposer is submitting more than one proposal will result in all proposals being rejected. All proposals will be rejected if there is reason to believe that collusion exists among proposers and no participant in such collusion will be considered in future proposals for operation of the concession.

Each proposal must be signed by a duly authorized official of the proposer. The proposer's legal name and form of organization must be fully stated. If the proposer is an individual, the proposer himself/herself must sign the proposal. If the proposer is a partnership, the signature must be that of a general partner. A proposal signed by a limited partner is not acceptable. If the proposer is a corporation, the signature must be that of a duly authorized executive officer, attested to by the corporate secretary. A proposal submitted by a Limited Liability Company must be signed by a managing member.

C. SUBMISSION OF QUESTIONS

If questions concerning the RFP, submitted in writing prior to, or verbally at the pre-proposal meeting, are deemed to indicate a need for clarification of the documents, it will be done in the form of an addendum to the RFP. After the pre-proposal meeting, any additional questions must be submitted in writing on or before June 23, 2023.

D. TAIT CONTACT

All inquiries should be directed to: Sheri A. Rider
Contracts and Concessions Manager
Tulsa Airports Improvement Trust
P. O. Box 581838
Tulsa, Oklahoma 74158-1838
Telephone: 918-838-5000
SheriRider@tulsaairports.com

Inquiries submitted in writing should be clearly marked "Inquiry Regarding RFP for Installation and Operation of Automated Retail Concession" and reference page and paragraph numbers to which the questions pertain.

E. OPENING OF PROPOSALS

All proposals will be opened in the Tulsa Airports Conference Room (A-211), Passenger Terminal Building, 7777 Airport Drive, Tulsa International Airport, Tulsa, Oklahoma, on July 7, 2023, at 10:00 a.m. It is anticipated proposals will be evaluated so that an award can be presented to the TAIT Board at the August 10, 2023, board meeting. TAIT reserves the right to reject any and all proposals and the right to waive any minor irregularity or technical deficiencies in any proposal.

F. DISQUALIFICATION OF PROPOSERS

Proposals will not be accepted from any person or persons, firm, partnership, company, or corporation in arrears to TAIT upon any debt of contract, or in default as surety or otherwise upon any obligation to TAIT; nor will proposals be accepted from any proposer having a conflict of interest that could prevent operating the Concession in the best interest of TAIT.

G. NON-COLLUSION AFFIDAVIT

Each proposer is required to submit with its proposal on the form furnished for that purpose an affidavit(s) that the proposer has not entered into collusion with any other person in regard to any proposal or document submitted.

H. WITHDRAWAL OF PROPOSAL

A proposer may withdraw its proposal any time prior to the date and hour set for the opening. The withdrawal shall be by written request signed in the same manner and by the same person who signed the proposal. No proposer may withdraw their proposal for sixty (60) days after the date and hour set for the opening.

I. REJECTION OF PROPOSALS

Proposals received after the time set for opening proposals will not be considered and will be returned unopened.

A violation of any of the following provisions by the proposer shall be sufficient reason for rejection of a proposal, or shall make any contract between TAIT and the proposer that is based on the proposal, null and void: 1) divulging the information in the sealed proposal to any person, other than those having a financial interest with the proposer in the proposal, until after proposals have been opened; 2) submission of a proposal which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the Instructions to Proposers and published Invitation to Submit Proposals, or 3) which is made in collusion with another proposer. TAIT shall have the right to waive, in its sole discretion, any defects or irregularities in any proposal received.

J. PROPOSER'S QUALIFICATION

Each proposal must also be accompanied by the proposer's references, background, experience, and financial references. Proposer's integrity, reputation, experience, and financial responsibility shall be important factors in awarding of any contract under this RFP. TAIT reserves the right to be the sole judge of this determination and to accept or reject any or all proposals. TAIT will be the sole judge as to the best qualified, responsible proposer to serve the best interests of the Airport, and may waive any informalities or technical errors that, in their judgment, will best serve these interests. To be qualified for further evaluation, the following criteria must be met:

- Five-year minimum demonstrated experience in providing Automated Retail services in at least five comparable sized airports or similar facilities;

- Specifications of all products and operating systems;
- Three airport references;
- Twenty-four hour customer service 800 number;
- Ability to accept credit card payment and change making capability;
- Automated retail kiosks which fit with existing aesthetic design;
- Provision of a site plan for a kiosk system that fits the airport's needs over a five-year period;
- Durable, attractive automated retail kiosks;
- Inventory restocking personnel plan;
- Demonstrated financial strength;
- Proposed Pricing;
- Provision of performance bond equal to 30% of Minimum Annual Guarantee; and
- Proposer's suggested related services such as product advertising.

K. PROTEST PROCEDURE

Failure to follow the procurement protest procedure set out in TAIT's policies constitutes a waiver of your protest and resulting claims. A copy of the Bid Protest Procedure may be obtained from TAIT's Contracts and Concessions Manager.

K. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION: Requirements of 49 CFR Part 23, Disadvantaged Business Enterprise Program.

Policy - It is the policy of the Tulsa Airports Improvement Trust to promote the objectives of the Department of Transportation with respect to the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in DOT-assisted contracts. This policy has been formulated to comply with 49 CFR Part 23. The objectives of the program are as follows:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions;
2. To create a level playing field on which ACDBEs can compete fairly for concession opportunities;
3. To ensure that TAIT's ACDBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at TUL;
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at TUL; and
6. To provide appropriate flexibility to TUL in establishing and providing opportunities for ACDBEs.

ACDBE Goal - TAIT has not established ACDBE concession-specific goals for this opportunity but has established an overall race-neutral goal of 2.0% for terminal concessions, excluding car rental, during federal fiscal years 2022 through 2024 (October 1, 2022 – September 30, 2024).

TAIT's goal encourages participation by firms owned and controlled by socially and economically disadvantaged persons. The overall goal applicable to future periods will be posted at the following location when available: [Business Diversity and Development - Fly Tulsa.](#)

Contact for TAIT ACDBE Program - For assistance, or for more information on TAIT's ACDBE Program, contact Sandra Charon, Disadvantaged Business Enterprise Liaison Officer, 918-838-5016, sandracharon@tulsairports.com.

ACDBE Proposal Requirements – If a Proposer plans to utilize ACDBE participants in the performance of the contract, the following information regarding intended participation by ACDBEs is requested:

1. The names and addresses of ACDBE firms that will participate in the contract.
2. A description of the work that each ACDBE will perform or the goods that will be purchased from an ACDBE.
3. The dollar amount of participation by each named ACDBE firm.

ACDBE Reporting Requirements – The successful Proposer shall provide all information and reports required by the Airport and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport to be pertinent to ascertain compliance with the regulations or directives.

L. EVALUATION OF PROPOSALS

TAIT will evaluate the proposals received and award the Agreement to the Proposer making the best proposal. Consideration will be given to the following elements:

1. Qualifications and experience of Proposer in operating an Automated Retail Concession.
2. Projected revenue performance and net impact on Airport revenues.
3. Proposer's capability to equal and improve the existing automated retail offerings.
4. Proposer's local presence and history in Tulsa and the surrounding area.
5. Financial capability of Proposer.
6. Proposer's suggestions for improving customer service.

TAIT in its sole discretion will make the final judgment and determination as to which Proposer has offered the best proposal and will employ such analysis, techniques, and professional consultants as it deems necessary to make such judgment.

TAIT may request the submission of additional information to assist in the evaluation of a proposal and the Proposer will be expected to expeditiously respond and cooperate fully with such a request.

M. NON-DISCRIMINATION

Each proposer agrees to comply with the terms of Title 5, Chapter 1, Section 110 of the City of Tulsa Revised Ordinances relating to Equal Employment Opportunity.

N. AWARDING OF CONTRACT

TAIT reserves the right to withhold the awarding of the Agreement for at least thirty (30) days from the date for submission of the proposals and up to ninety (90) days following the date for submission of the proposals. The awarding of the Agreement upon a successful proposal shall give the successful proposer no right of action or claim against TAIT, upon such award of Agreement until it shall have been reduced to writing and duly signed and executed by the contracting parties. The award of the Contract by TAIT shall not be completed until the Agreement is duly signed and executed and the necessary bonds and insurance certificates are approved by TAIT's legal counsel.

O. EXECUTION OF CONTRACT

The successful proposer shall execute and deliver the Agreement to TAIT within twenty (20) days after receipt from TAIT. The successful proposer shall submit and deliver to TAIT with the Agreement all necessary bonds and certificates of insurance which are required by the Request for Proposal or by law.

- P. Operator understands and agrees that the Agreement will contain the same, or substantially similar contractual provisions, as those set forth in the attached Sample Concession License Agreement attached as Exhibit D and will be familiar with and comply with those provisions.

III. **GENERAL AIRPORT INFORMATION/DESCRIPTION OF CURRENT AUTOMATED RETAIL CONCESSION**

The Airport is owned by the City of Tulsa, Oklahoma, leased to TAIT which operates the Airport through a contractual agreement with the City of Tulsa.

- A. The Airport is served by the following scheduled certificated carriers:

American Airlines	Southwest Airlines
United Airlines	Delta Airlines
Allegiant Air	Breeze Airways

Passenger traffic five-year forecast is as shown in the table below.

Year	2024	2025	2026	2027	2028
Passengers	3,249,725	3,314,719	3,381,014	3,448,634	3,517,607

- B. Current Concession Space

The offered concession is currently comprised of four (4) Automated Retail Kiosks ("Kiosks") located throughout the Airport, consisting of cosmetics, electronics, and pharmacy products. Exhibit B-1 shows the location of the current kiosks and Exhibit B-2 shows potential locations for additional kiosks. Please note that the locations of the current kiosks are subject to change

at any time without liability to TAIT. In addition, TAIT will consider additions, deletions, or modifications to the concession as a proposer may wish to propose to enhance the Concession.

Historical sales and the current rental structures are also provided for the current concession operations as Exhibit C.

C. Term of Agreement

The term of the agreement will be for one (1) year with four (4) mutually agreeable one-year options to extend beginning October 1, 2023.

IV. **MINIMUM REQUIREMENTS FOR OPERATION**

The following is information regarding the minimums to be expected from any potential proposers, however, the information is not meant to be restrictive in nature. The successful proposer will be required to provide the following scope of services:

- A. The Selected Proposer must submit installation, management, and operation plans for the Automated Retail Concession to the Contracts and Concessions Manager for approval no later than 30 days after the award of the Concession Agreement.
- B. The Selected Proposer must install, maintain, and operate equipment under this concession at its sole cost and expense, including but not limited to, the costs of the kiosks; all inventory; any construction related to installation; utilities; and all parts and supplies. The Selected Proposer shall be responsible for maintenance and the payment of expenses related to the operation of the concession.
- C. The Automated Retail concession provided by Selected Proposer must meet or exceed the following technical specifications:
 - i) Automated Retail Kiosks provided by Selected Proposer must accept one, five and ten-dollar denominations of US currency.
 - ii) All Automated Retail Kiosks must accept at least three major credit cards.
 - iii) Automated Retail Kiosks must have signage or visual displays that indicate the following information:
 - Simplified instructions in multiple languages. At a minimum, the dispensing units should provide instructions in English, Spanish, and French to guide customers through the purchase process.
 - Selected Proposer's customer service contact information, including toll-free telephone numbers.

- D. The Selected Proposer must always and at its own cost and expense, maintain the kiosks in a clean, orderly, and attractive condition and in good working order, in accordance with the terms of the Agreement. All necessary repairs and maintenance must be conducted according to the terms of the Agreement.
- E. The Selected Proposer may install and maintain appropriate signs on the kiosks provided that such signage is consistent with the graphic standards of the Airport.
- F. Reasonable prices for the product offered in each kiosk, consistent with prevailing market conditions should be proposed.
- G. The Selected Proposer must always employ a sufficient number of personnel necessary to ensure prompt, courteous, and efficient service. Such personnel should ensure that all kiosks are in proper working order. Selected Proposer must ensure that requests for assistance with the kiosks be responded to immediately and not later than 30 minutes from the time of the call for assistance, at any time throughout the hours of airport operation.
- H. Selected Proposer must always retain a minimum stock of inventory, such minimum inventory to be detailed by Selected Proposer. Selected Proposer shall ensure that the kiosks are maintained throughout the Agreement in new or like new condition. Selected Proposer shall submit an annual report, certified by an officer of the concessionaire, verifying the number of automated retail kiosks in service as of the date of the report.
- I. The Selected Proposer must comply with all airport security rules and regulations as issued from time to time by the TSA, FAA, City, TAIT, or other governmental agencies.

V. RESPONSIBILITIES OF OPERATOR

A. PERSONNEL

All employees must pass a TSA mandated security background check and be properly badged.

B. OPERATIONS

The concession must be provided to the traveling public 365 days a year with sufficient inventory of products available and staffing levels that support passenger activity at the Airport.

VI. PROPOSERS CHECK LIST

The following items will be completed in full and returned to TAIT on the proposal date as stated within.

- 1. Proposal Form
- 2. Proposer's Qualification Form (to include all items identified)
- 3. Proposed Projected Revenues and Percentage Rate(s) Form
- 4. ACDBE Proposer's Form (if applicable)
- 5. Non-Collusion Affidavit

**VII. PROPOSAL FORM FOR AUTOMATED RETAIL CONCESSION
TULSA AIRPORTS IMPROVEMENT TRUST
7777 AIRPORT DRIVE
ROOM A-211, PASSENGER TERMINAL BUILDING
TULSA, OK, 74115
OR
P.O. BOX 581838
TULSA, OKLAHOMA 74158**

Proposals must be received in the office of TAIT, no later than 5:00 p.m. (CDT) July 6, 2023.

The undersigned, herein referred to as the Proposer, having familiarized themselves with the legal advertisement, Instructions to Proposers, General Information and Requirements for Operation relating to the proposed contract for the operation of the Automated Retail Concession at Tulsa International Airport and having acquainted themselves with the Facilities hereby proposes to operate the Automated Retail Concession at Tulsa International Airport pursuant to the terms and conditions contained therein.

TAIT reserves the right to reject any and all proposals and the right to waive any minor irregularity or technical deficiencies in any proposal:

IF PROPOSER IS PROPOSING AS AN AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE, PROPOSER'S ACDBE QUALIFICATION FORM HAS BEEN COMPLETED IN FULL AND IS ATTACHED HERETO AND MADE A PART HEREOF.

Respectfully submitted,

BUSINESS NAME

BY: _____

TITLE: _____

VIII. PROPOSER'S QUALIFICATION FORM

THE FOLLOWING INFORMATION IS TO BE FURNISHED BY PROPOSER and must be sworn to before a notary public by an officer (authorized representative) of proposer who has the responsibility and authority to bind the company.

Each Proposer shall show all requested information pertaining to their organization or to themselves personally and submit same as a part of its proposal. Failure to do so shall disqualify the Proposer from further consideration for award of contract.

The undersigned Proposer agrees to furnish, upon request from TAIT, any additional information needed to substantiate or clarify the Proposer's ability to satisfactorily fulfill the requirements of this proposal.

THE UNDERSIGNED PROPOSER DECLARES THAT THE FOLLOWING DATA AND INFORMATION ARE TRUE AND CORRECT STATEMENTS CONCERNING THEIR FINANCIAL AND PERFORMANCE ABILITY TO COMPLY WITH THE REQUIREMENTS OF THE SERVICES TO BE SUPPLIED.

A. FIRM BACKGROUND AND OWNERSHIP

1. Name of firm (as it is to appear in the contract):
2. Principal Office Address:
3. Telephone Number:
4. Contact person:
5. Form of Business Entity (check one and complete one of the next four statements):

☐ Corporation ☐ Partnership ☐ Joint Venture

☐ Limited Liability Company ☐ Individual (no additional page required)

(a) CORPORATION STATEMENT

If a CORPORATION, answer the following:

- i. When incorporated? _____
- ii. Where incorporated? _____
- iii. Is the corporation authorized to do business in Oklahoma? Yes () No () If Yes, as of what date? _____
- iv. The Corporation is held: Publicly () Privately ()

- v. Furnish the name, title and address of each officer, director and principal shareholders owning 10% or more of the corporation's issued stock.

	DIRECTOR'S NAME	ADDRESS	PRINCIPAL BUSINESS AFFILIATION OTHER THAN DIRECTORSHIP
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

	OFFICER'S NAME	POSITION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(b) PARTNERSHIP STATEMENT

IF A PARTNERSHIP, ANSWER THE FOLLOWING:

- i. Date of Organization? _____
- ii. General Partnership () Limited Partnership ()
- iii. Partnership Agreement recorded? Yes () No ()

Date Book Page County

- iv. Has the Partnership done business in Oklahoma? Yes () No () When _____

v. Name, address, and partnership share of each general partner:

	<u>NAME</u>	<u>ADDRESS</u>	<u>SHARE</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

(c) JOINT VENTURE STATEMENT

1. IF A JOINT VENTURE, ANSWER THE FOLLOWING:

- i. Date of Organization: _____
- ii. Joint Venture Agreement recorded? Yes () No ()
- iii. Have the Joint Venturers done business in Oklahoma? _____
- iv. Name and address of each Joint Venturer:

	<u>NAME</u>	<u>ADDRESS</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Percent of ownership of each Joint Venturer:

	<u>NAME</u>	<u>PERCENT OF OWNERSHIP</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(d) LIMITED LIABILITY COMPANY STATEMENT

IF A LIMITED LIABILITY COMPANY, ANSWER THE FOLLOWING:

- i. Date of Organization? _____
- ii. State of Organization? _____
- iii. Is the limited liability company authorized to do business in Oklahoma?
Yes () No () If Yes, as of what date? _____
- iv. Name, address, and title of each member of the limited liability company:

	<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

2. What is the principal business activity of the proposer?

3. How many years has the proposer been continuously engaged in the automated retail business? _____

4. List the Airports for which the proposer currently provides or has provided automated retail services. Include name, gross annual revenues, and years of operation for each airport.

5. Has the proposer (or the individual owners/partners/or joint venture) ever had an Automated Retail Concession Agreement canceled or terminated due to default or breach of contract by the proposer? Yes () No ()

If yes, identify the Lessor, the year and the cause of cancellation or termination.

6. Has the proposer (or the individual owners/partners/joint venture) ever been sued by an Airport for issues pertaining to fee payments, rental payments and /or performance Yes () No ()

If yes, identify the Lessor, the year, and the cause of such suit.

7. Has the proposer (or the individual owners/partners/joint venture) ever filed a lawsuit against an airport owner? Yes () No ()

If yes, identify the Lessor, the year, and the cause of such suit.

8. Has the proposer ever had a Bond or Surety canceled or forfeited? Yes () No ()

If yes, identify the Bonding Company, year of cancellation or forfeiture, amount and reason for cancellation or forfeiture.

-
9. Has the proposer ever filed for protection under Federal Bankruptcy Laws?

Yes () No ()

If yes, list the date, Court of Jurisdiction, and amount of assets and liabilities.

10. FINANCIAL REPORTS

- A. Furnish the past two fiscal years financial statements prepared in accordance with generally accepted accounting principles with an independent CPA's statement attached and certified by a duly authorized corporate officer.

To exempt the financial reports from the Oklahoma Open Records Act, all documents should be submitted under separate cover. Each proposer's financial reports will be returned by TAIT prior to the award.

- B. If the proposer is a newly formed entity, please indicate the amount and source of capitalization of the company.

11. OPERATION PLAN

Describe the specific plan for operation and the services that will be provided. Include the following:

- Proposer's schedule and methods for restocking of the automated retail kiosks.
- Proposer's policy for maintenance and repairs, and general schedule for the replacement of kiosks, displays, and fixtures.

12. SUMMARY

Summarize the reasons that you feel this proposal should be accepted. Identify the key strengths of your company and personnel to be committed to this project on a full-time basis.

13. STATEMENT OF COMPLETENESS

State of _____

County of _____

(I), (We), the undersigned, being duly sworn and acting as an _____ of _____ do hereby affirm that (I), (We) have the responsibility and authority for providing information on behalf of _____ and that same as submitted is true, accurate and correct.

Further, (I) (We) hereby affirm that _____ to the best of (My) (Our) knowledge, and belief meets the criteria and possesses those qualifications required of Tulsa Airports Improvement Trust for the Automated Retail Concession at Tulsa International Airport.

- a. If proposer is a Corporation, the duly authorized officers must sign here:

Corporate Name

BY: _____
Chairman

ATTEST:

BY: _____

- b. If proposer is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Ventures must sign here:

Partnership or Joint Ventures Name

BY: _____
Member of Partnership or Joint Venture

BY: _____
Member of Partnership or Joint Venture

- c. If proposer is a Limited Liability Company, the duly authorized managing member must sign here:

Limited Liability Company Name

BY: _____
Managing Member

ATTEST:

BY: _____

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn before me this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

IX. PROPOSED PROJECTED REVENUES AND PERCENTAGE RATE(S) FORM

As compensation, Concessionaire will pay to TAIT a proposed Minimum Annual Guaranteed Fee (MAG). Subsequent Minimum Annual Guarantees will be 85% of prior year revenue or year one (1) MAG whichever is greater.

Projected Revenue	Airport Percentage Share	Projected Airport Amounts (Year 1 = Minimum Annual Guarantee (MAG))
First Year _____	_____ %	\$ _____
Second Year _____	_____ %	\$ _____
Third Year _____	_____ %	\$ _____
Fourth Year _____	_____ %	\$ _____
Fifth Year _____	_____ %	\$ _____
TOTAL _____	_____ %	\$ _____

X.AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION FORM

1. TAIT has not established ACDBE concession-specific goals for this opportunity but has established an overall race-neutral goal of 2.0% for terminal concessions, excluding car rental, during federal fiscal years 2022 through 2024 (October 1, 2022 through September 30, 2024).
2. List the percentage level of ACDBE Participation your Business proposes for this contract: %
3. Describe, in detail, the responsibilities of each ACDBE participant (attach additional sheets, if necessary).

ACDBE Name: _____% of Total Contract:

Address:

Contact Name: _____ Phone #:

Detailed Description of Responsibilities:

Is the business certified as an ACDBE by the Oklahoma Unified Certification Program (OUCP)?
YES NO. If no, have they applied for certification with the Oklahoma Department of
Transportation? YES NO.

Proof of certification or documentation from the OKDOT confirming receipt of ACDBE certification application must be submitted with this form.

Include the following (if applicable):

- The support (financial, technical, management, training, etc.) provided by the Proposer to each ACDBE partner.
- A copy of the documents that contain the proposed legal relationship between the Proposer and each ACDBE participant (if applicable).
- Provide a resume for the principal(s) of the firms identified above.

For assistance or for more information on TAIT's ACDBE Program, contact Sandra Charon, Disadvantaged Business Enterprise Liaison Officer, 918-838-5016, sandracharon@tulsaairports.com.

XI. NONCOLLUSION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Proposer to submit the attached Proposal. Affiant further states that the Proposer has not been a party to any collusion or communication among Proposers in restraint of freedom of competition by agreement to propose at a fixed price, or upon fixed terms and conditions, or to refrain from submitting a proposal. Affiant further states that the Proposer has not been a party to any collusion or communication with any official or employee of the Tulsa Airports Improvement Trust ("TAIT"), the Tulsa Airport Authority ("Authority") or the City of Tulsa, Oklahoma ("City") so as to fix the price or any other terms or provisions of the said Proposal. Affiant further states that the Proposer has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of TAIT, the Authority or the City any money or other thing of value, either directly or indirectly, for special consideration in the letting of this Agreement.

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My Commission expires:

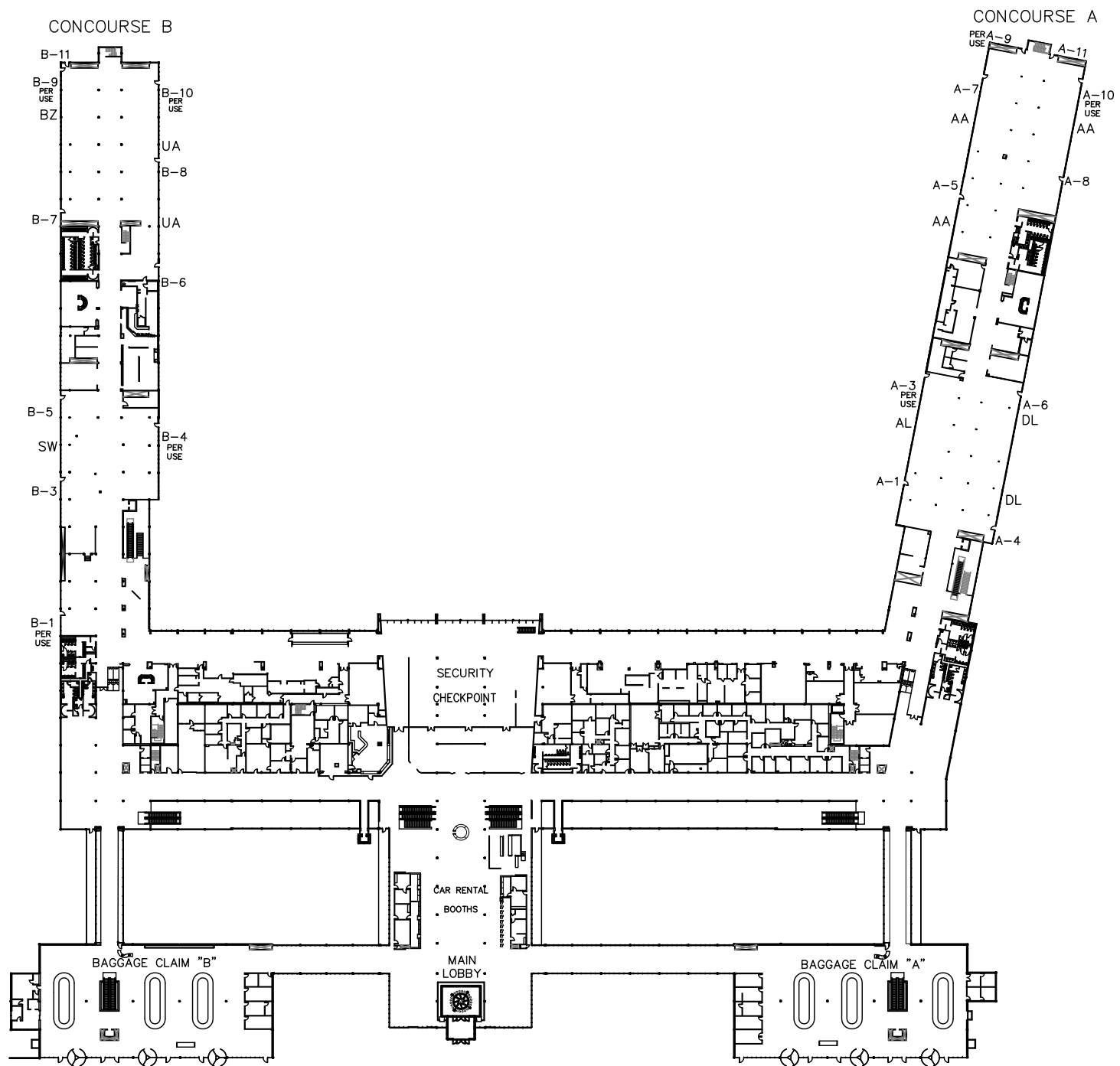
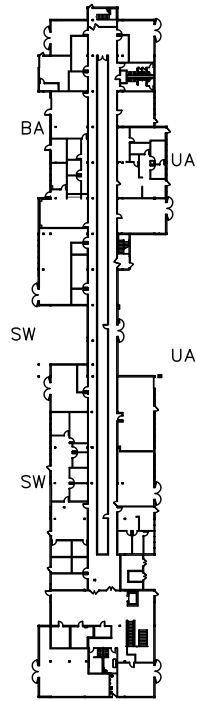


Exhibit A



CONCOURSE B



CONCOURSE A

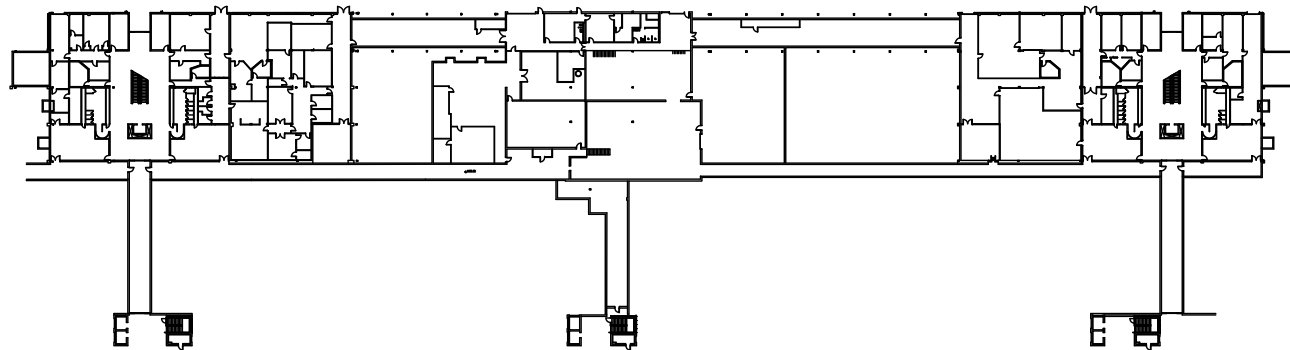
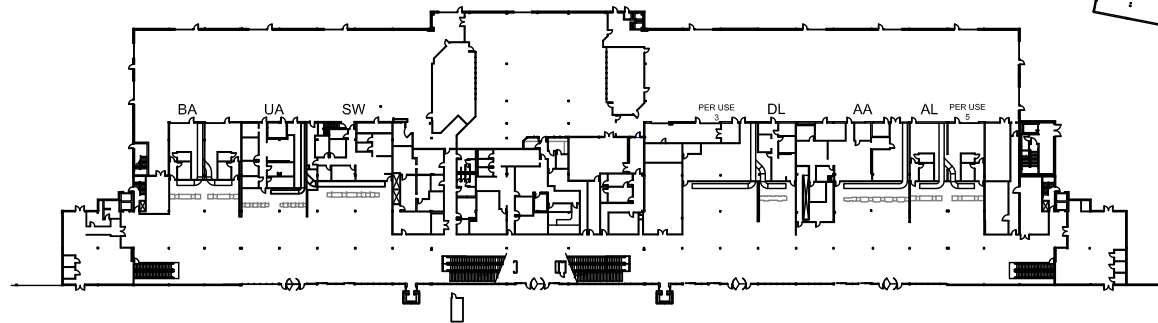
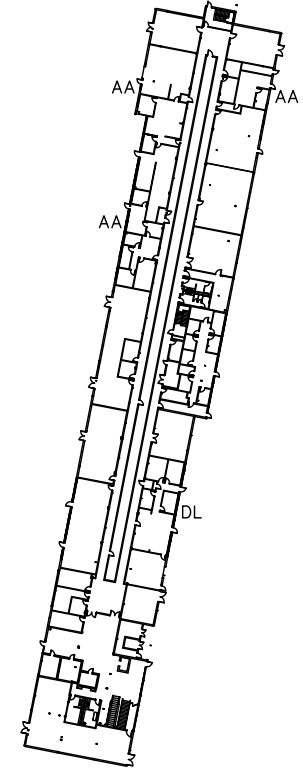


Exhibit A

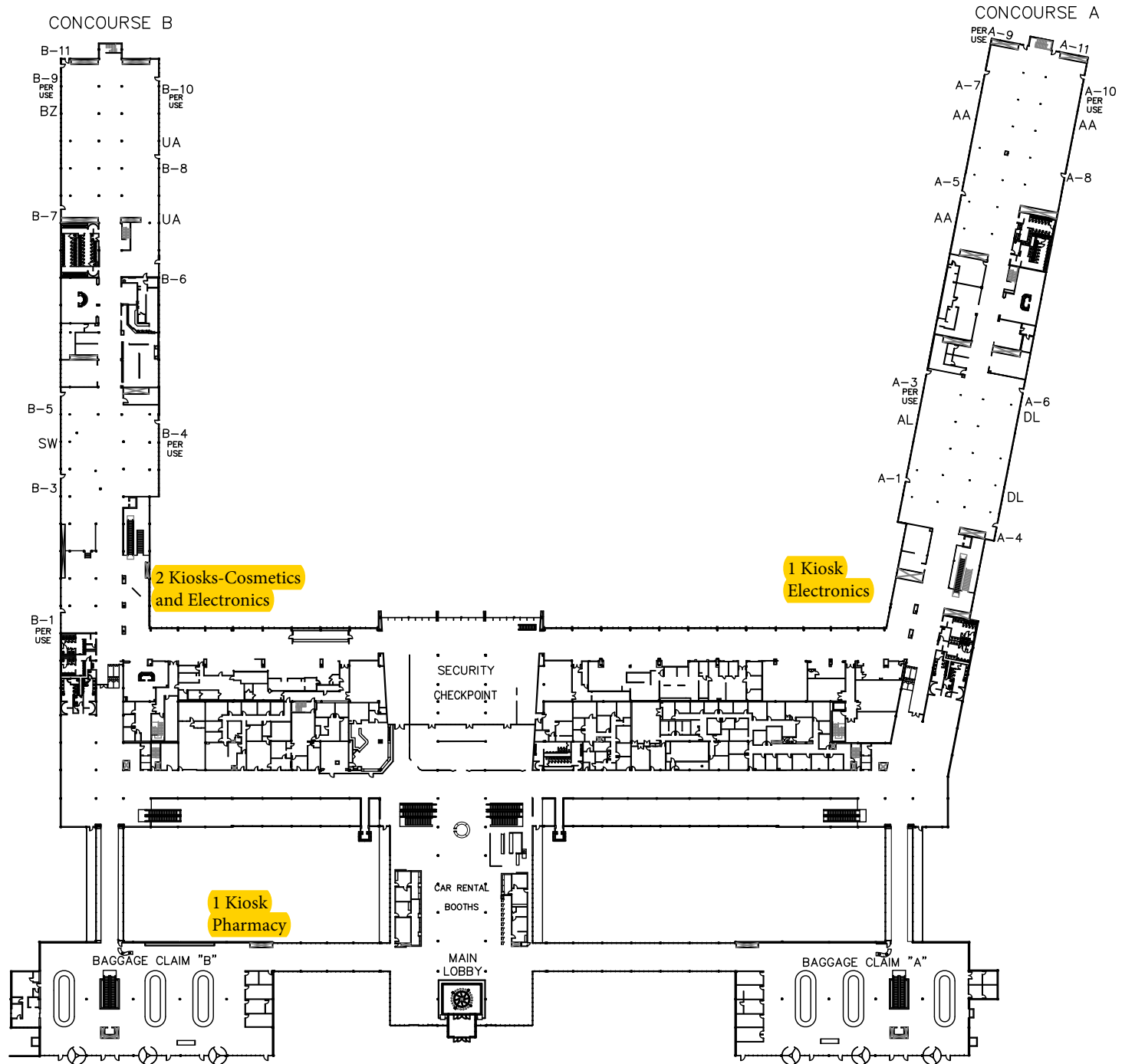


Exhibit B-1



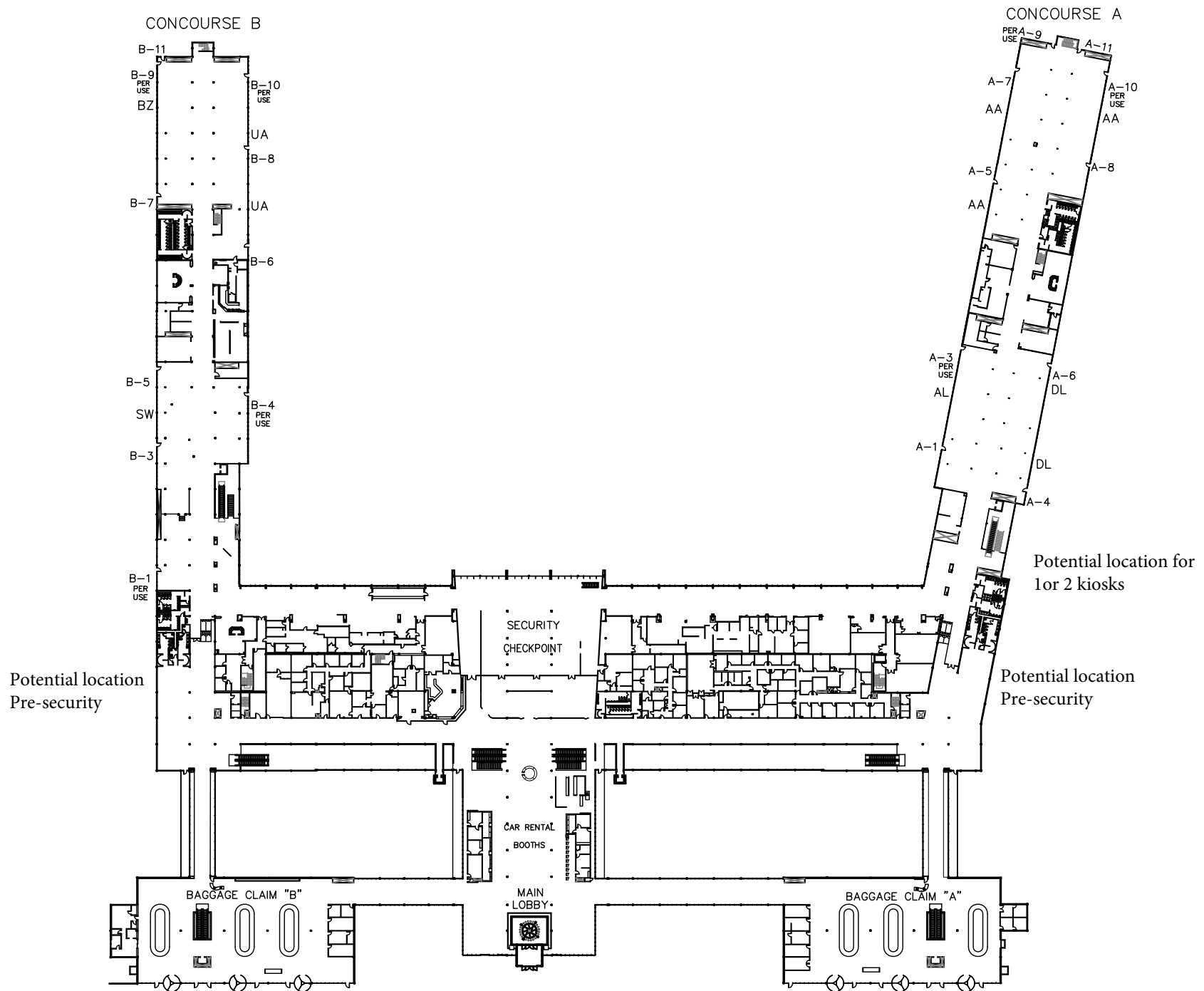
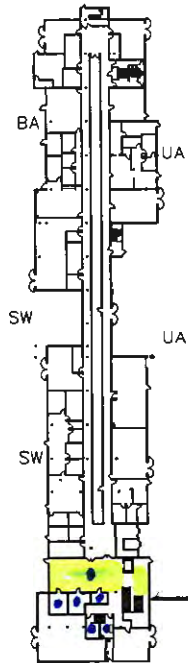


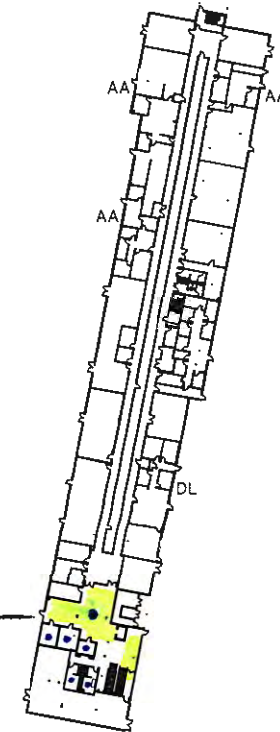
Exhibit B-2



CONCOURSE B



CONCOURSE A



Potential Locations in lower level guest services areas (pet relief, quiet room, sensory room and family restroom with adult changing table.

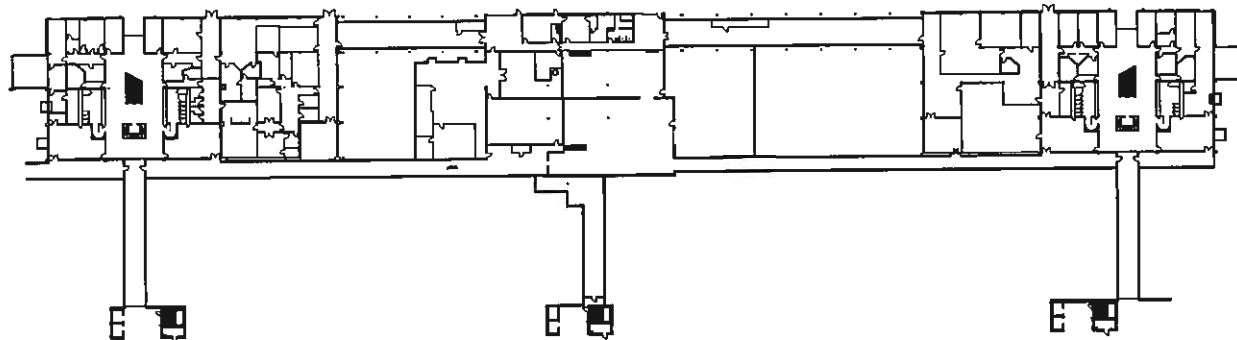
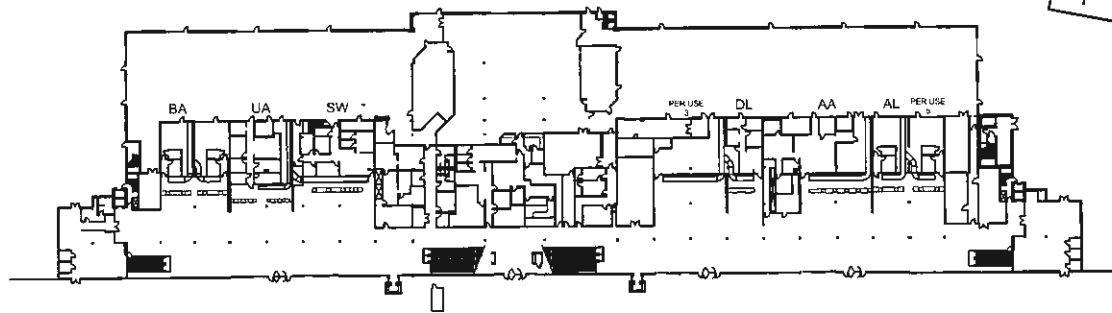


Exhibit B-2

Revenue	(All)
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Sum of Revenue	Column Labels					
Row Labels	Cosmetics Vending-B	CVS Robotic Retail	Robotic Retail-A	Robotic Retail-B	Grand Total	
2019	\$ 16,774.89	\$ 6,847.64	\$ 99,219.26	\$ 142,112.75	\$ 264,954.54	
Qtr1	\$ 4,187.00	\$ 1,605.19	\$ 23,027.59	\$ 41,204.96	\$ 70,024.74	
Qtr2	\$ 4,019.00	\$ 1,647.15	\$ 26,964.21	\$ 37,687.10	\$ 70,317.46	
Qtr3	\$ 4,384.42	\$ 1,540.96	\$ 30,475.37	\$ 37,431.59	\$ 73,832.34	
Qtr4	\$ 4,184.47	\$ 2,054.34	\$ 18,752.09	\$ 25,789.10	\$ 50,780.00	
2020	\$ 8,068.00	\$ 3,655.38	\$ 50,064.44	\$ 36,422.31	\$ 98,210.13	
Qtr1	\$ 2,751.00	\$ 1,418.88	\$ 20,591.37	\$ 12,291.45	\$ 37,052.70	
Qtr2	\$ 1,380.00	\$ 642.93	\$ 8,410.67	\$ 6,868.89	\$ 17,302.49	
Qtr3	\$ 2,222.00	\$ 643.34	\$ 14,399.02	\$ 12,171.49	\$ 29,435.85	
Qtr4	\$ 1,715.00	\$ 950.23	\$ 6,663.38	\$ 5,090.48	\$ 14,419.09	
2021	\$ 9,083.00	\$ 4,528.69	\$ 23,872.32	\$ 30,212.31	\$ 67,696.32	
Qtr1	\$ 1,606.00	\$ 842.61	\$ 988.70	\$ 2,174.50	\$ 5,611.81	
Qtr2	\$ 2,905.00	\$ 1,367.01	\$ 9,576.61	\$ 8,028.95	\$ 21,877.57	
Qtr3	\$ 2,764.00	\$ 1,043.38	\$ 9,047.00	\$ 13,327.14	\$ 26,181.52	
Qtr4	\$ 1,808.00	\$ 1,275.69	\$ 4,260.01	\$ 6,681.72	\$ 14,025.42	
2022	\$ 10,600.00	\$ 7,036.39	\$ 49,280.19	\$ 47,659.54	\$ 114,576.12	
Qtr1	\$ 1,833.00	\$ 1,261.72	\$ 11,595.98	\$ 8,950.78	\$ 23,641.48	
Qtr2	\$ 3,672.00	\$ 1,777.64	\$ 17,272.96	\$ 17,814.72	\$ 40,537.32	
Qtr3	\$ 2,740.00	\$ 1,594.64	\$ 4,651.04	\$ 5,542.90	\$ 14,528.58	
Qtr4	\$ 2,355.00	\$ 2,402.39	\$ 15,760.21	\$ 15,351.14	\$ 35,868.74	
2023	\$ 2,902.00	\$ 1,817.18	\$ 16,612.43	\$ 16,100.53	\$ 37,432.14	
Qtr1	\$ 2,902.00	\$ 1,817.18	\$ 16,612.43	\$ 16,100.53	\$ 37,432.14	
Grand Total	\$ 47,427.89	\$ 23,885.28	\$ 239,048.64	\$ 272,507.44	\$ 582,869.25	

TAIT Revenue	(All)
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Sum of TAIT Revenue	Column Labels					
Row Labels	Cosmetics Vending-B	CVS Robotic Retail	Robotic Retail-A	Robotic Retail-B	Grand Total	
2019	\$ 1,174.25	\$ 616.29	\$ 8,929.72	\$ 12,790.14	\$ 23,510.40	
Qtr1	\$ 293.09	\$ 144.47	\$ 2,072.48	\$ 3,708.44	\$ 6,218.48	
Qtr2	\$ 281.33	\$ 148.24	\$ 2,426.77	\$ 3,391.84	\$ 6,248.18	
Qtr3	\$ 306.92	\$ 138.69	\$ 2,742.78	\$ 3,368.85	\$ 6,557.24	
Qtr4	\$ 292.91	\$ 184.89	\$ 1,687.69	\$ 2,321.01	\$ 4,486.50	
2020	\$ 564.76	\$ 328.99	\$ 4,505.80	\$ 3,278.01	\$ 8,677.56	
Qtr1	\$ 192.57	\$ 127.70	\$ 1,853.22	\$ 1,106.23	\$ 3,279.72	
Qtr2	\$ 96.60	\$ 57.86	\$ 756.97	\$ 618.20	\$ 1,529.63	
Qtr3	\$ 155.54	\$ 57.90	\$ 1,295.91	\$ 1,095.44	\$ 2,604.79	
Qtr4	\$ 120.05	\$ 85.53	\$ 599.70	\$ 458.14	\$ 1,263.42	
2021	\$ 635.81	\$ 407.59	\$ 2,148.50	\$ 2,719.12	\$ 5,911.02	
Qtr1	\$ 112.42	\$ 75.83	\$ 88.98	\$ 195.71	\$ 472.94	
Qtr2	\$ 203.35	\$ 123.04	\$ 861.89	\$ 722.61	\$ 1,910.89	
Qtr3	\$ 193.48	\$ 93.90	\$ 814.23	\$ 1,199.44	\$ 2,301.05	
Qtr4	\$ 126.56	\$ 114.82	\$ 383.40	\$ 601.36	\$ 1,226.14	
2022	\$ 742.00	\$ 633.26	\$ 4,435.19	\$ 4,289.35	\$ 10,099.80	
Qtr1	\$ 128.31	\$ 113.55	\$ 1,043.63	\$ 805.57	\$ 2,091.06	
Qtr2	\$ 257.04	\$ 159.98	\$ 1,554.56	\$ 1,603.32	\$ 3,574.90	
Qtr3	\$ 191.80	\$ 143.52	\$ 418.59	\$ 498.86	\$ 1,252.77	
Qtr4	\$ 164.85	\$ 216.21	\$ 1,418.41	\$ 1,381.60	\$ 3,181.07	
2023	\$ 203.14	\$ 163.54	\$ 1,495.12	\$ 1,449.04	\$ 3,310.84	
Qtr1	\$ 203.14	\$ 163.54	\$ 1,495.12	\$ 1,449.04	\$ 3,310.84	
Grand Total	\$ 3,319.96	\$ 2,149.67	\$ 21,514.33	\$ 24,525.66	\$ 51,509.62	

<u>Location</u>	<u>Date</u>	<u>Revenue</u>	<u>Rate</u>	<u>TAIT Revenue</u>
Cosmetics Vending-B	4/1/2019	1,395.0000	7.00%	97.65
CVS Robotic Retail	4/1/2019	599.0700	9.00%	53.92
Robotic Retail-A	4/1/2019	6,258.5900	9.00%	563.27
Robotic Retail-B	4/1/2019	10,181.9700	9.00%	916.38
Cosmetics Vending-B	4/1/2020	180.0000	7.00%	12.60
CVS Robotic Retail	4/1/2020	150.0100	9.00%	13.50
Robotic Retail-A	4/1/2020	597.8400	9.00%	53.81
Robotic Retail-B	4/1/2020	278.9000	9.00%	25.10
Cosmetics Vending-B	4/1/2021	930.0000	7.00%	65.10
CVS Robotic Retail	4/1/2021	422.0800	9.00%	37.99
Robotic Retail-A	4/1/2021	2,071.4500	9.00%	186.43
Robotic Retail-B	4/1/2021	2,486.3700	9.00%	223.77
Cosmetics Vending-B	4/1/2022	962.0000	7.00%	67.34
CVS Robotic Retail	4/1/2022	559.4900	9.00%	50.35
Robotic Retail-A	4/1/2022	5,681.1600	9.00%	511.30
Robotic Retail-B	4/1/2022	6,912.9400	9.00%	622.16
Cosmetics Vending-B	8/1/2019	1,868.5000	7.00%	130.80
CVS Robotic Retail	8/1/2019	570.1100	9.00%	51.31
Robotic Retail-A	8/1/2019	10,984.8000	9.00%	988.63
Robotic Retail-B	8/1/2019	14,351.7300	9.00%	1,291.66
Cosmetics Vending-B	8/1/2020	829.0000	7.00%	58.03
CVS Robotic Retail	8/1/2020	235.6900	9.00%	21.21
Robotic Retail-A	8/1/2020	5,003.3700	9.00%	450.30
Robotic Retail-B	8/1/2020	3,967.2100	9.00%	357.05
Cosmetics Vending-B	8/1/2021	1,075.0000	7.00%	75.25
CVS Robotic Retail	8/1/2021	306.4100	9.00%	27.58
Robotic Retail-A	8/1/2021	2,247.4800	9.00%	202.27
Robotic Retail-B	8/1/2021	7,095.7500	9.00%	638.62
Cosmetics Vending-B	8/1/2022	916.0000	7.00%	64.12
CVS Robotic Retail	8/1/2022	498.9300	9.00%	44.90
Robotic Retail-A	8/1/2022	1,167.7700	9.00%	105.10
Robotic Retail-B	8/1/2022	1,992.6200	9.00%	179.34
Cosmetics Vending-B	12/1/2019	1,208.0000	7.00%	84.56
CVS Robotic Retail	12/1/2019	503.5100	9.00%	45.32
Robotic Retail-A	12/1/2019	3,116.2700	9.00%	280.46
Robotic Retail-B	12/1/2019	3,097.6000	9.00%	278.78
Cosmetics Vending-B	12/1/2020	479.0000	7.00%	33.53

CVS Robotic Retail	12/1/2020	369.1700	9.00%	33.23
Robotic Retail-A	12/1/2020	813.9200	9.00%	73.25
Robotic Retail-B	12/1/2020	1,214.9100	9.00%	109.34
Cosmetics Vending-B	12/1/2021	494.0000	7.00%	34.58
CVS Robotic Retail	12/1/2021	326.5100	9.00%	29.39
Robotic Retail-A	12/1/2021	3,081.3000	9.00%	277.32
Robotic Retail-B	12/1/2021	2,685.5500	9.00%	241.70
Cosmetics Vending-B	12/1/2022	765.0000	7.00%	53.55
CVS Robotic Retail	12/1/2022	782.2100	9.00%	70.40
Robotic Retail-A	12/1/2022	4,417.1100	9.00%	397.54
Robotic Retail-B	12/1/2022	6,578.9300	9.00%	592.10
Cosmetics Vending-B	2/1/2019	1,347.0000	7.00%	94.29
CVS Robotic Retail	2/1/2019	495.1100	9.00%	44.56
Robotic Retail-A	2/1/2019	8,409.6500	9.00%	756.87
Robotic Retail-B	2/1/2019	13,904.9400	9.00%	1,251.44
Cosmetics Vending-B	2/1/2020	1,034.0000	7.00%	72.38
CVS Robotic Retail	2/1/2020	474.3200	9.00%	42.69
Robotic Retail-A	2/1/2020	8,284.6100	9.00%	745.61
Robotic Retail-B	2/1/2020	5,945.4000	9.00%	535.09
Cosmetics Vending-B	2/1/2021	524.0000	7.00%	36.68
CVS Robotic Retail	2/1/2021	227.2100	9.00%	20.45
Cosmetics Vending-B	2/1/2022	685.0000	7.00%	47.95
CVS Robotic Retail	2/1/2022	474.9100	9.00%	42.74
Robotic Retail-A	2/1/2022	4,930.1600	9.00%	443.71
Robotic Retail-B	2/1/2022	2,443.7100	9.00%	219.93
Cosmetics Vending-B	2/1/2023	1,107.0000	7.00%	77.49
CVS Robotic Retail	2/1/2023	529.9900	9.00%	47.70
Robotic Retail-A	2/1/2023	5,768.0400	9.00%	519.12
Robotic Retail-B	2/1/2023	5,133.2700	9.00%	461.99
Cosmetics Vending-B	1/1/2019	1,320.0000	7.00%	92.40
CVS Robotic Retail	1/1/2019	438.7400	9.00%	39.49
Robotic Retail-A	1/1/2019	7,310.6800	9.00%	657.96
Robotic Retail-B	1/1/2019	11,830.7700	9.00%	1,064.77
Cosmetics Vending-B	1/1/2020	976.0000	7.00%	68.32
CVS Robotic Retail	1/1/2020	571.7100	9.00%	51.45
Robotic Retail-A	1/1/2020	8,107.5200	9.00%	729.68
Robotic Retail-B	1/1/2020	6,346.0500	9.00%	571.14
Cosmetics Vending-B	1/1/2021	663.0000	7.00%	46.41

CVS Robotic Retail	1/1/2021	281.3600	9.00%	25.32
Cosmetics Vending-B	1/1/2022	475.0000	7.00%	33.25
CVS Robotic Retail	1/1/2022	288.6700	9.00%	25.98
Robotic Retail-A	1/1/2022	1,721.7000	9.00%	154.95
Robotic Retail-B	1/1/2022	1,413.7700	9.00%	127.24
Cosmetics Vending-B	1/1/2023	825.0000	7.00%	57.75
CVS Robotic Retail	1/1/2023	690.4800	9.00%	62.14
Robotic Retail-A	1/1/2023	4,326.3100	9.00%	389.37
Robotic Retail-B	1/1/2023	4,703.2100	9.00%	423.29
Cosmetics Vending-B	7/1/2019	1,168.5000	7.00%	81.80
CVS Robotic Retail	7/1/2019	468.8700	9.00%	42.20
Robotic Retail-A	7/1/2019	10,353.1000	9.00%	931.78
Robotic Retail-B	7/1/2019	11,712.0000	9.00%	1,054.08
Cosmetics Vending-B	7/1/2020	802.0000	7.00%	56.14
CVS Robotic Retail	7/1/2020	154.8000	9.00%	13.93
Robotic Retail-A	7/1/2020	5,510.2900	9.00%	495.93
Robotic Retail-B	7/1/2020	3,154.8900	9.00%	283.94
Cosmetics Vending-B	7/1/2021	989.0000	7.00%	69.23
CVS Robotic Retail	7/1/2021	486.9300	9.00%	43.82
Robotic Retail-A	7/1/2021	4,501.1200	9.00%	405.10
Robotic Retail-B	7/1/2021	4,165.0300	9.00%	374.85
Cosmetics Vending-B	7/1/2022	675.0000	7.00%	47.25
CVS Robotic Retail	7/1/2022	652.1900	9.00%	58.70
Robotic Retail-A	7/1/2022	2,721.4800	9.00%	244.93
Robotic Retail-B	7/1/2022	2,831.4700	9.00%	254.83
Cosmetics Vending-B	6/1/2019	1,298.0000	7.00%	90.86
CVS Robotic Retail	6/1/2019	522.7200	9.00%	47.04
Robotic Retail-A	6/1/2019	8,732.3600	9.00%	785.91
Robotic Retail-B	6/1/2019	11,097.8900	9.00%	998.81
Cosmetics Vending-B	6/1/2020	872.0000	7.00%	61.04
CVS Robotic Retail	6/1/2020	305.9900	9.00%	27.54
Robotic Retail-A	6/1/2020	3,921.4200	9.00%	352.93
Robotic Retail-B	6/1/2020	4,851.2800	9.00%	436.62
Cosmetics Vending-B	6/1/2021	924.0000	7.00%	64.68
CVS Robotic Retail	6/1/2021	624.9500	9.00%	56.25
Robotic Retail-A	6/1/2021	4,285.9400	9.00%	385.73
Robotic Retail-B	6/1/2021	3,061.1800	9.00%	275.51
Cosmetics Vending-B	6/1/2022	1,418.0000	7.00%	99.26

CVS Robotic Retail	6/1/2022	664.2300	9.00%	59.78
Robotic Retail-A	6/1/2022	5,574.9800	9.00%	501.75
Robotic Retail-B	6/1/2022	6,416.8000	9.00%	577.51
Cosmetics Vending-B	3/1/2019	1,520.0000	7.00%	106.40
CVS Robotic Retail	3/1/2019	671.3400	9.00%	60.42
Robotic Retail-A	3/1/2019	7,307.2600	9.00%	657.65
Robotic Retail-B	3/1/2019	15,469.2500	9.00%	1,392.23
Cosmetics Vending-B	3/1/2020	741.0000	7.00%	51.87
CVS Robotic Retail	3/1/2020	372.8500	9.00%	33.56
Robotic Retail-A	3/1/2020	4,199.2400	9.00%	377.93
Cosmetics Vending-B	3/1/2021	419.0000	7.00%	29.33
CVS Robotic Retail	3/1/2021	334.0400	9.00%	30.06
Robotic Retail-A	3/1/2021	988.7000	9.00%	88.98
Robotic Retail-B	3/1/2021	2,174.5000	9.00%	195.71
Cosmetics Vending-B	3/1/2022	673.0000	7.00%	47.11
CVS Robotic Retail	3/1/2022	498.1400	9.00%	44.83
Robotic Retail-A	3/1/2022	4,944.1200	9.00%	444.97
Robotic Retail-B	3/1/2022	5,093.3000	9.00%	458.40
Cosmetics Vending-B	3/1/2023	970.0000	7.00%	67.90
CVS Robotic Retail	3/1/2023	596.7100	9.00%	53.70
Robotic Retail-A	3/1/2023	6,518.0800	9.00%	586.63
Robotic Retail-B	3/1/2023	6,264.0500	9.00%	563.76
Cosmetics Vending-B	5/1/2019	1,326.0000	7.00%	92.82
CVS Robotic Retail	5/1/2019	525.3600	9.00%	47.28
Robotic Retail-A	5/1/2019	11,973.2600	9.00%	1,077.59
Robotic Retail-B	5/1/2019	16,407.2400	9.00%	1,476.65
Cosmetics Vending-B	5/1/2020	328.0000	7.00%	22.96
CVS Robotic Retail	5/1/2020	186.9300	9.00%	16.82
Robotic Retail-A	5/1/2020	3,891.4100	9.00%	350.23
Robotic Retail-B	5/1/2020	1,738.7100	9.00%	156.48
Cosmetics Vending-B	5/1/2021	1,051.0000	7.00%	73.57
CVS Robotic Retail	5/1/2021	319.9800	9.00%	28.80
Robotic Retail-A	5/1/2021	3,219.2200	9.00%	289.73
Robotic Retail-B	5/1/2021	2,481.4000	9.00%	223.33
Cosmetics Vending-B	5/1/2022	1,292.0000	7.00%	90.44
CVS Robotic Retail	5/1/2022	553.9200	9.00%	49.85
Robotic Retail-A	5/1/2022	6,016.8200	9.00%	541.51
Robotic Retail-B	5/1/2022	4,484.9800	9.00%	403.65

Cosmetics Vending-B	11/1/2019	1,366.0000	7.00%	95.62
CVS Robotic Retail	11/1/2019	891.0100	9.00%	80.19
Robotic Retail-A	11/1/2019	2,670.8700	9.00%	240.38
Robotic Retail-B	11/1/2019	7,445.0100	9.00%	670.05
Cosmetics Vending-B	11/1/2020	676.0000	7.00%	47.32
CVS Robotic Retail	11/1/2020	285.5600	9.00%	25.70
Robotic Retail-A	11/1/2020	4,069.6800	9.00%	366.27
Robotic Retail-B	11/1/2020	1,601.7700	9.00%	144.16
Cosmetics Vending-B	11/1/2021	596.0000	7.00%	41.72
CVS Robotic Retail	11/1/2021	536.3400	9.00%	48.27
Robotic Retail-A	11/1/2021	443.8900	9.00%	39.95
Robotic Retail-B	11/1/2021	1,403.7300	9.00%	126.34
Cosmetics Vending-B	11/1/2022	580.0000	7.00%	40.60
CVS Robotic Retail	11/1/2022	807.5800	9.00%	72.68
Robotic Retail-A	11/1/2022	6,088.0500	9.00%	547.92
Robotic Retail-B	11/1/2022	5,834.8800	9.00%	525.14
Cosmetics Vending-B	10/1/2019	1,610.4700	7.00%	112.73
CVS Robotic Retail	10/1/2019	659.8200	9.00%	59.38
Robotic Retail-A	10/1/2019	12,964.9500	9.00%	1,166.85
Robotic Retail-B	10/1/2019	15,246.4900	9.00%	1,372.18
Cosmetics Vending-B	10/1/2020	560.0000	7.00%	39.20
CVS Robotic Retail	10/1/2020	295.5000	9.00%	26.60
Robotic Retail-A	10/1/2020	1,779.7800	9.00%	160.18
Robotic Retail-B	10/1/2020	2,273.8000	9.00%	204.64
Cosmetics Vending-B	10/1/2021	718.0000	7.00%	50.26
CVS Robotic Retail	10/1/2021	412.8400	9.00%	37.16
Robotic Retail-A	10/1/2021	734.8200	9.00%	66.13
Robotic Retail-B	10/1/2021	2,592.4400	9.00%	233.32
Cosmetics Vending-B	10/1/2022	1,010.0000	7.00%	70.70
CVS Robotic Retail	10/1/2022	812.6000	9.00%	73.13
Robotic Retail-A	10/1/2022	5,255.0500	9.00%	472.95
Robotic Retail-B	10/1/2022	2,937.3300	9.00%	264.36
Cosmetics Vending-B	9/1/2019	1,347.4200	7.00%	94.32
CVS Robotic Retail	9/1/2019	501.9800	9.00%	45.18
Robotic Retail-A	9/1/2019	9,137.4700	9.00%	822.37
Robotic Retail-B	9/1/2019	11,367.8600	9.00%	1,023.11
Cosmetics Vending-B	9/1/2020	591.0000	7.00%	41.37
CVS Robotic Retail	9/1/2020	252.8500	9.00%	22.76

Robotic Retail-A	9/1/2020	3,885.3600	9.00%	349.68
Robotic Retail-B	9/1/2020	5,049.3900	9.00%	454.45
Cosmetics Vending-B	9/1/2021	700.0000	7.00%	49.00
CVS Robotic Retail	9/1/2021	250.0400	9.00%	22.50
Robotic Retail-A	9/1/2021	2,298.4000	9.00%	206.86
Robotic Retail-B	9/1/2021	2,066.3600	9.00%	185.97
Cosmetics Vending-B	9/1/2022	1,149.0000	7.00%	80.43
CVS Robotic Retail	9/1/2022	443.5200	9.00%	39.92
Robotic Retail-A	9/1/2022	761.7900	9.00%	68.56
Robotic Retail-B	9/1/2022	718.8100	9.00%	64.69

TULSA AIRPORTS IMPROVEMENT TRUST

**Concession License Agreement
F23-XXX**

Premises

**Tulsa International Airport
Terminal Building**

By and Between

Tulsa Airports Improvement Trust
a public trust organized under the laws of the State of Oklahoma
“TAIT”

and

a ____ corporation
“CONCESSIONARE”

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Summary of Concession Agreement Terms

TAIT CONTRACT NUMBER: F20-040

1.	TAIT Address <i>For Courier or Notice Delivery</i>	Tulsa Airports Improvement Trust 7777 E. Apache St., Suite A217 Tulsa, Oklahoma 74115 Fax: 918-838-5199 For Notice Only: notice@tulsaairports.com Or: P.O. Box 581838 Tulsa, OK 71458-1838
	TAIT Payments ONLY:	Tulsa Airports Improvement Trust Department 598 Tulsa, Oklahoma 74182
2.	Concessionaire Address	
3.	Term of Agreement	One (1) years
a.	Effective Date	October 1, 2023
b.	Termination Date	September 30, 2024
c.	Term Renewal Options	Five (5) mutual options for one (1) year each
4.	Premises	Terminal Building Tulsa International Airport; (see also Exhibit A)
5.	Scope of License	Automated Retail
6.	Compensation	Airport fee is greater of ____% of Net Revenue or Minimum Annual Guarantee set forth in §3.1.

Concession Agreement

This Agreement is entered into between the Tulsa Airports Improvement Trust, a public trust organized under the laws of the State of Oklahoma ("TAIT"), and _____ ("Concessionaire").

Recitals:

1. The City leases the Airports to the Tulsa Airports Improvement Trust ("TAIT") pursuant to the terms of an Amended and Restated Lease Agreement between the City of Tulsa, Oklahoma, and TAIT, effective as of January 1, 2014.

2. TAIT desires to obtain the Services for the provision of Automated Retail Concession described herein; and identified in Exhibit "A" and TAIT and the Concessionaire desires to enter into an Agreement for said Services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, TAIT and Concessionaire do hereby agree as follows:

Article One – Definitions

Section 1.1 Definitions. Throughout this Agreement, the following words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

- a) Agreement means this Concession Agreement between TAIT and Concessionaire, together with the exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof;
- b) Airport means the Tulsa International Airport and its facilities and improvements;
- c) Authority means the Tulsa Airport Authority, a charter agency of the City of Tulsa;
- d) Airport Chief Executive Officer ("CEO") means the Airports Chief Executive Officer, or her designated (in writing) representative;
- e) Airport Facility means the Airline Passenger Terminal Building at the Airport;
- f) Assigned Area means the location(s) in the Airport Facility where the sales units are to be provided and maintained by Concessionaire, as identified on Exhibit "B";
- g) City means the City of Tulsa, Oklahoma, a municipal corporation;
- h) Concessionaire means _____, or its successor or its permitted assignee;

- i) FAA means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
- j) FAR means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA.
- k) Governmental Requirements mean all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings; including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either; TAIT; the Tulsa Airport Authority; the City of Tulsa, the State of Oklahoma, or other governmental entities authorized to enact rules, regulations, standards, or policies applicable to Concessionaire's use of the Airport and operation/utilization of the Concession Premises and improvements thereon.
- l) Gross Revenues means all cash remuneration and cash consideration of every kind and of whatsoever nature received by Concessionaire from its sales operations in the Airport Facility pursuant to the terms of this Agreement and at the locations identified on Exhibit "B" or as designated by the CEO for such use, LESS: (1) the amount of any sales, use, gross receipt (but no income taxes), occupational or other taxes imposed, levied or paid in conjunction with Concessionaire's sales operations herein; (2) the amount of any other tax that may be authorized or established subsequent to execution of this Agreement and imposed on the specific transactions for advertising at the Airport or imposed on the sales operation at the Airport; and (3) the amount of any discount or deduction representing quantity purchases and/or incentives;
- m) Net Revenue means Gross Revenue minus returns.
- n) Services means Concessionaire's providing of automated retail kiosks, as more particularly described and illustrated in Exhibit "A" and only at the locations which are identified as the Assigned Area on Exhibit "B" or as designated by the CEO for such use.
- o) Term means the period that this Agreement shall be in effect, as set forth in Section 2.1 Term of Agreement.
- p) TSA means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

Section 1.2 Rules of Construction Throughout this Agreement, unless the context clearly shall require otherwise:

- a) The singular includes the plural and vice versa;

- b) The words "and" and "or" shall be both conjunctive and disjunctive;
- c) The words "all" and "any" mean "any and all";
- d) The word "including" means "including without limitation";
- e) The word "he" or any other masculine pronoun includes any individual regardless of sex;
- f) Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
- g) Reference to articles or sections respectively shall mean articles or sections of this Agreement.

Article Two - Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for one (1) year commencing on October 1, 2023, and terminating on September 30, 2024, unless otherwise terminated or canceled. Provided, as of the effective date of termination or cancellation of this Agreement, all obligations which have been incurred by Concessionaire, or with respect to which Concessionaire shall be in default, shall survive such termination or cancellation.

Section 2.2 Options to Extend. During the period commencing one year prior to the expiration date of this Agreement and ending one hundred twenty (120) days prior to the expiration date of this Agreement ("option period"), TAIT and Concessionaire shall have the mutual option to extend the Term of this Agreement for four extended periods of one year each, upon the following terms and conditions:

- a. Concessionaire shall not be in default of this Agreement during the option period;
- b. Concessionaire shall deliver to TAIT during the option period written notice of its exercise of the option; and
- d. All terms and conditions, including, including rental rates, fees and charges then applicable to this Agreement, shall remain in full force during the extended term(s).

Section 2.2 Continuation Beyond Term. This Agreement may continue on a month-to-month basis, subject to the terms and conditions hereof, by the mutual written agreement of the parties upon the expiration of the Term and any extensions thereof.

Section 2.3 Termination of Agreement. Except as otherwise expressly provided herein, at the expiration or sooner termination of the Term of this Agreement, or any extension thereof, the Concessionaire's right to use the premises, facilities, rights, licenses, services and privileges herein granted shall cease and the Concessionaire shall immediately discontinue all commercial operations of whatsoever nature on the Airport.

Article Three – Compensation

Section 3.1 Compensation. Subject to the terms, conditions and provisions hereof, Concessionaire agrees to pay to TAIT the greater of five percent (5%) of the Net Revenue as defined herein (“Airport Fee”), or a Minimum Annual Guarantee (“MAG”) as set forth in the table below. The Airport Fee shall not be subject to any set-off or other deduction except as specifically set forth herein.

The Greater of 5% of Net Revenue or MAG				
Projected Revenue (Net)		Airport Fee		Minimum Annual Guarantee (MAG)
First Year	\$	% of net revenue	or	\$
Second Year	\$	% of net revenue	or	\$
Third Year	\$	% of net revenue	or	\$
Fourth Year	\$	% of net revenue	or	\$
Fifth Year	\$	% of net revenue	or	\$
Total	\$XXXXX	\$XXXXX		

Section 3.2 Compensation Period. The Airport Fee shall be paid on a monthly basis by the twentieth (20th) day of the month following the end of each month.

However, upon mutual consent, Airport and Concessionaire may modify compensation periods to reflect a different interval; provided, such modifications must be agreed to in a written communication which discloses how the parties will address the initial and final portions of the term that do not constitute full months.

Section 3.3 Monthly Report. Within twenty (20) days after the end of each month, Concessionaire shall furnish to TAIT for said month a detailed statement itemizing total Gross Revenue for the preceding month. The Concessionaire shall, with each such monthly statement, remit to TAIT the Airport Fee described in Section 3.1. Concessionaire, at its own expense, shall provide reports of a type, style, and form reasonably satisfactory to TAIT.

Section 3.4 Maintenance, Inspection and Audit of Books and Records.

- a. Concessionaire shall maintain in accordance with generally accepted accounting practices and principles during each year of the Term hereof, and for three (3) years thereafter, records and books of account recording all transactions at, through, or in any way reasonably connected with Concessionaire’s activities conducted pursuant to this Agreement. Such records and books of account shall always be kept within the City or at Concessionaire’s corporate headquarters. No more than one (1) time per year during the Term, and upon seven (7) business days’ prior written notice to Concessionaire, Concessionaire shall permit the examination and audit of such records and books of

Concessionaire directly related to the Services hereunder, during ordinary business hours, by the officers, employees, and representatives of TAIT. If such books and records shall not be located within the City, upon written notice by TAIT, Concessionaire shall, within three (3) business days, make the same available at TAIT's offices; provided, however, if said books and records are not or cannot be made available in the City, then in that event, Concessionaire shall reimburse TAIT for the reasonable travel costs of TAIT's auditor (which costs shall be reasonably substantiated by TAIT) to audit and review the books, records and accounts at Concessionaire's corporate headquarters; provided however, such audit and review shall be conducted in a manner as not to unreasonably interfere with Concessionaire's normal business activities.

- b. Subject to Section 3.4(a), audits of Concessionaire's books, records and accounts may be undertaken by TAIT or representatives of TAIT, or by a firm of Certified Public Accountants representing TAIT. In the event such audit shall reveal a discrepancy of more than five percent (5%) between the annual Airport Fees paid during each year of the Term as provided in Section 3.1 hereof, and the annual Airport Fees as determined to be due and owing for such period by the audit authorized by this Section, the reasonable cost of the audit shall be borne by Concessionaire, and Concessionaire shall promptly, within thirty (30) days of notice of such discrepancy, pay the amount of the discrepancy owing to TAIT in addition to interest at the rate of eighteen percent (18%) per annum on the amount so determined to be due and owing from the date the same should have been paid to the date actually paid.

Section 3.5 Annual Statement. No later than one hundred twenty (120) days after the end of Concessionaire's fiscal year, and each succeeding fiscal year or portion thereof during the Term or extended Term of the Agreement, Concessionaire shall furnish to TAIT the written statement of Concessionaire's Chief Financial Officer or an executive officer of Concessionaire having responsibility for the concession authorized by this Agreement stating that the Airport Fee paid by the Concessionaire to TAIT pursuant to this Agreement during Concessionaire's fiscal year is accurate. Such statement shall be without any personal liability and shall also state the Gross Revenue as shown on the books and records of Concessionaire that was used to compute the Airport Fee made to TAIT during the fiscal year(s) covered by the written statement.

Section 3.6 Delinquencies. Without waiving any other right or action or remedy available to TAIT at law or equity, in the event that Concessionaire is delinquent for a period of thirty (30) days or more in paying to TAIT any Airport Fees payable to TAIT pursuant to this Agreement, the Concessionaire shall pay to TAIT interest thereon at the rate of eighteen percent (18%) per annum from the date such amount was due and payable until paid. Such interest may accrue with respect to disputed amounts being contested in good faith by Concessionaire until final determination as to the proper status of the disputed amount.

Article Four – License; Performance; Use

Section 4.1 License. TAIT hereby grants to Concessionaire, and Concessionaire hereby accepts from TAIT for the Term of this Agreement, subject to the terms, provisions and conditions herein set forth, a non-exclusive license to provide and maintain Automated Retail Kiosks as described and located in Exhibits “A” and “B.” The Concession License Agreement (including any modifications or alterations) shall always be the sole and exclusive property of Concessionaire.

Section 4.2 Operating Costs. Except as otherwise specifically provided in this Agreement, Concessionaire shall pay all expenses associated with the planning, implementation, installation, and maintenance of the equipment provided for in this Agreement.

Section 4.3 Use of Airport. Concessionaire shall be entitled to use the Airport Facility for all lawful purposes related to the Services which Concessionaire shall perform under this Agreement. Concessionaire, its representatives, agents, invitees, and licensees shall have, in common with others, the right of ingress and egress to and from the Airport Facility and to use its common areas. TAIT reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Airport Facility are available to the Concessionaire. Concessionaire’s use of the Airport Facility in common with others shall be subject to rules and regulations existing or as may be established hereafter by TAIT, the Authority, or the FAA for use of the Airport.

- a. The Concessionaire for himself/herself, his/her 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 said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the 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 the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts And Authorities.
- b. In the event of breach of any of the above nondiscrimination covenants, TAIT 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 (license, permit, etc., as appropriate) had never been made or issued.

Article Five – Use of Assigned Areas, Rates

Section 5.1 Use of Assigned Areas. Concessionaire agrees to use the Assigned Areas solely for the activity which it is licensed to conduct.

Section 5.2 Fees and Charges. Concessionaire shall pay to TAIT the following fees and charges as set periodically by TAIT and published in the schedule of Rates, Fees, and Charges, for

the use of services, privileges and facilities at the Airport:

- a. **Parking Fee.** To the extent applicable to its business, Concessionaire shall pay parking fees for Concessionaire's use of the employee parking areas designated by the Authority.
- b. **Other.** To the extent applicable to its business, Concessionaire shall pay such other fees and charges as reasonably may be assessed for all other services, privileges or facilities used by Concessionaire at the Airport.

Section 5.3 License Contingent Upon Payment. The grant by TAIT of the rights, licenses, use of facilities, services and privileges to Concessionaire under this Agreement shall, in each case be subject to the payment of the fees and charges required to be paid by Concessionaire hereunder.

Section 5.4 Place of Payments. All sums payable by Concessionaire hereunder shall be delivered to:

Tulsa Airports Improvement Trust
Department 598
Tulsa, Oklahoma 74182

Article Six – Compliance

Section 6.1 Governing Authorities. Concessionaire, its officers, agents, servants, employees, contractors and licensees shall, in the performance of this Agreement, comply with all present and future laws, ordinances, orders, directives, rules and regulations now or hereinafter promulgated by the United States of America, the FAA, the TSA, the State of Oklahoma, the County of Tulsa, the City, TAIT and the Authority, their respective agencies, departments, authorities or commissions ("Applicable Law"). TAIT shall timely advise Concessionaire of any rules or regulations adopted by TAIT, the Authority, the City, or the County of Tulsa affecting Concessionaire's operations at the Airport. TAIT shall timely provide Concessionaire copies of any such written rules or regulations, if available.

Section 6.2 Governmental Requirements – General.

- a. Concessionaire shall comply with all Governmental Requirements applicable to Concessionaire's use of the Airport and operation/utilization of the Assigned Areas and improvements thereon. Without limiting the generality of the foregoing, Concessionaire at all times shall use the Airport in strict accordance with all rules, regulations and security plans that may be imposed by the FAA, TSA, TAIT, or the Authority with respect to the Airport and the aircraft operations thereof;
- b. Concessionaire shall procure, maintain and require all of its subsidiaries or assignees to procure and maintain during the Term hereof, from all governmental

authorities having jurisdiction over the operation of the Concessionaire hereunder, all licenses, franchises, certificates, permits or other authorizations which may be necessary for all performance of this Agreement on the Airport;

- c. Concessionaire agrees to observe all security requirements of the Federal Aviation Regulations (14 C.F.R.) and the Airport's security plan and its rules and regulations, as the same may be from time to time amended; provided such Airport security requirements, rules and regulations are communicated in writing to Concessionaire by Airport. Concessionaire shall take such steps as may be necessary or directed by the Airport to ensure that its employees, agents and contractors observe these requirements; and
- d. Concessionaire agrees to comply in the performance of this Agreement with all applicable environmental laws, statutes, ordinances, regulations and orders, including all rules and regulations adopted by TAIT or Authority relating to protection of the environment.

Section 6.3 Taxes. Except as otherwise provided herein and for taxes being contested in good faith by Concessionaire, Concessionaire shall pay to the appropriate collecting authority on or before their respective due dates, all federal, state, and local taxes and fees which may be levied upon Concessionaire on account of the business being conducted by Concessionaire in the Assigned Areas at the Airport pursuant to this Agreement. It is the expressed intent of the parties that this Agreement is not a lease and that this Agreement grant no real estate property rights or interest to Concessionaire. Concessionaire's kiosks shall be viewed as personal property of the Concessionaire and not be viewed as real property.

Section 6.4 No Liability for Exercise of Powers. Neither TAIT, the Authority, nor the City, shall be liable to Concessionaire for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to TAIT, the Authority, or the City in this Agreement; Concessionaire shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Concessionaire's rights hereunder so as to constitute a termination of this Agreement by operation of law.

Section 6.5 Nondiscrimination.

During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The Concessionaire 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 Agreement.

2. Non-discrimination: The Concessionaire, with regard to the work performed by it during the contract, 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. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract 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 the Concessionaire 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 the Concessionaire of the Concessionaire's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Concessionaire 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Sponsor 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 a Concessionaire's noncompliance with the Non-discrimination provisions of this contract, the Sponsor 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 the Concessionaire under the contract until the Concessionaire complies; and/or
- b. Cancelling, terminating, or suspending the Sublease, in whole or in part.

6. Incorporation of Provisions. The Concessionaire 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. The Concessionaire will act with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter the litigation to protect the interests of the United States.

7. General Civil Rights. The Concessionaire 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 the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the lessor.

This provision obligates the Concessionaire for the period during which the property is owned, used, or possessed by the Concessionaire and the airport 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.

8. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

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

B. In the event of breach of any of the above Nondiscrimination covenants, TAIT will have the right to terminate the Concession Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Sublease had never been made or issued.

C. With respect to any deed, in the event of breach of any of the above nondiscrimination covenants, TAIT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the TAIT and its assigns.

9. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

A. 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 said facilities;

B. 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;

C. That the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

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

E. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, TAIT will thereupon revert to and vest in and become the absolute property of TAIT and its assigns.

10. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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);
- 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);

- 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;
- 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);
- 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;
- 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);
- 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).

Section 6.6 Disadvantaged Business Enterprise. Concessionaire agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 or successor regulations have the maximum opportunity to participate in available contracts, subcontracts or service agreements. Concessionaire agrees to submit all information necessary for TAIT to determine the eligibility of an individual or firm for certification as a Disadvantaged Business Enterprise (“DBE”). Concessionaire agrees that it will comply with the Airport’s DBE Program (the “Program”), which Program shall be in accordance with 49 CFR Part 23 or successor regulations as shall apply to Concessionaire as an “Airport Concessionaire.” Concessionaire agrees that participation by any DBE will be in accordance with the goals and objectives of the Airport’s Program.

Section 6.7 Americans with Disabilities Act. Concessionaire shall take all necessary actions to ensure its facilities and employment practices comply (and remain in compliance) with the requirements of 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. Any costs of such compliance shall be the sole responsibility of Concessionaire.

Section 6.8 Open Records Act. Concessionaire understands and acknowledges TAIT's and the Authority's legal requirements to comply with the Oklahoma Open Records Act (51 O.S. 2001 §24A.1., et seq.). Concessionaire understands and acknowledges that persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that the information will be kept from public access.

Article Seven – Insurance and Indemnity

Section 7.1. Indemnity – General. Concessionaire shall indemnify, protect, defend and hold completely harmless, TAIT, the Authority, and the City, and their trustees, officers, councilors, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including reasonable attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Concessionaire's use or occupancy of the Assigned Areas, the Airport, or the rights, licenses, or privileges granted Concessionaire herein, or the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of TAIT. TAIT shall give notice to Concessionaire of any such liability, loss, suit, claim or demand, and Concessionaire shall defend the same using counsel reasonably acceptable to TAIT. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 7.2. Insurance. Concessionaire shall maintain in force during the Term and any extended period commercial general liability, bodily injury and property damage insurance in comprehensive form including but not limited to airport liability, and broad form property damage with any excess liability in umbrella form, with such coverage and limits as reasonably may be required by TAIT from time to time, but in no event for less than the sum of One Million Dollars (\$1,000,000) combined single limit. The insurance shall be issued by an insurer licensed to do business in the State of Oklahoma.

Concessionaire agrees to maintain contractual liability insurance to insure Concessionaire's obligation to indemnify and hold TAIT, Authority, and City, their councilors, trustees, agents, officers, servants, and employees harmless and in accordance with the indemnification provisions of this agreement.

Concurrent with the execution of this Agreement, Concessionaire shall provide proof of insurance coverage by providing a certificate of Concessionaire's insurance coverage, a copy of all endorsement(s) applicable to the insurance required herein. The certificate(s) of insurance,

or endorsement(s) attached thereto, shall provide that (a) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to TAIT (10 days for non-payment of premiums), (b) TAIT, the Authority, and the City, and their trustees, councilors, agents, officers, servants, and employees are named as additional insureds, (c) the policy shall be considered primary as regards any other insurance coverage TAIT or the Authority may possess, including any self-insured retention or deductible TAIT or the Authority may have, and any other insurance coverage TAIT or the Authority may possess shall be considered excess insurance only, (d) the limits of liability required therein are on an occurrence basis, and (e) the policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured, against whom a claim is or may be made in a manner as though a separate policy had been written for each insured or additional insured; however, nothing contained herein shall act to increase the limits of liability of the insurance company.

If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Concessionaire shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to TAIT a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, without further notice and at its option, TAIT either may, in addition to all its other remedies (a) exercise TAIT's rights as provided in the default provisions of this Agreement, or (b) procure insurance coverage at Concessionaire's expense whereupon Concessionaire promptly shall reimburse TAIT for such expense.

Article Eight – Events of Default

Section 8.1 Events of Default Defined/Cure. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following:

- a. Concessionaire shall fail to pay when due and owing any fees or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by TAIT;
- b. Concessionaire shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the Assigned Areas to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in this Agreement, except in accordance with the provisions hereof;
- c. Concessionaire shall terminate its corporate structure, except as permitted herein;
- d. Concessionaire shall file a petition requesting relief or institute a proceeding under any act, state or federal, relating to the subject of bankruptcy or insolvency; or an involuntary petition in bankruptcy or any other similar proceeding shall be instituted against Concessionaire and continued for ninety (90) days; or a receiver of all or substantially all of the property of

Concessionaire shall be appointed and the receiver shall not be dismissed for thirty (30) days; or the Concessionaire shall make any assignment for the benefit of the Concessionaire's creditors;

e. Concessionaire shall abandon, desert, or vacate the Assigned Areas voluntarily;

f. Concessionaire shall breach any term, provision, condition, obligation or covenant under this or any other agreement to which Concessionaire and TAIT, Concessionaire and the Authority, or Concessionaire and City are parties; or

g. Concessionaire shall fail to comply with insurance requirements imposed in Section 7.2 hereof.

If Concessionaire commits an event of default as set forth in Subsections 8.1(b) through (g) hereof, and such failure shall continue unremedied for ten (10) days after TAIT shall have given to the Concessionaire written notice specifying such default; then TAIT may proceed without further notice in accordance with Section 8.2 of this Agreement. Provided, TAIT may grant Concessionaire (in writing) such additional time as reasonably is required to correct any such default if Concessionaire has instituted corrective action and is diligently pursuing the same.

Section 8.2 Remedies upon Concessionaire's Default and Failure to Cure.

Whenever an event of default of Concessionaire shall occur, and upon Concessionaire's failure to cure, TAIT may pursue any available right or remedy at law or equity, including:

a. Termination. TAIT may terminate this Agreement without delivery of notice to Concessionaire. In the alternative, and at its exclusive option, TAIT may deliver to Concessionaire written notice of termination, specifying the date upon which the Agreement will terminate. In the event of termination, Concessionaire's rights, licenses, and privileges granted pursuant to this Agreement and to possession of the Assigned Areas immediately shall cease. TAIT may then reenter and take possession of the Assigned Areas and Concessionaire forthwith shall surrender possession of the Assigned Areas. Upon termination of this Agreement, Concessionaire shall be liable for payment of all sums accrued through the date of termination.

b. Release of Liability; Waiver. If TAIT takes possession of the Assigned Areas upon Concessionaire's default, TAIT may expel Concessionaire and those claiming through or under Concessionaire and remove their property. TAIT may remove all Concessionaire's property in or upon the Assigned Areas and place such property in storage for the account of and at the sole expense of Concessionaire.

c. Cumulative Remedies. Each remedy available to TAIT under this Section shall be cumulative and shall be in addition to every other remedy of TAIT under this Agreement or existing at law or in equity.

Section 8.3 Nonwaiver. Neither the waiver by TAIT of any breach of Concessionaire of any provision hereof nor any forbearance by TAIT to seek a remedy for any such breach shall

operate as a waiver of any other breach by Concessionaire.

Section 8.4 Event of Default by TAIT, Concessionaire's Remedies. TAIT shall not be in default in the performance of any of its obligations hereunder until TAIT shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such nonperformance, after notice by Concessionaire to TAIT specifying wherein TAIT has failed to perform any such obligations. Neither the occurrence nor existence of any default by TAIT shall relieve Concessionaire of its obligation hereunder to pay fees and charges. However, Concessionaire may institute such action against TAIT as Concessionaire may deem necessary to compel performance or recover its damages for nonperformance.

Article Nine – Transfer of Interests

Section 9.1 Assignment or Transfer of Interests. Concessionaire shall not assign its obligations under this Agreement without TAIT's prior written consent; provided, however, Concessionaire may assign this Agreement without TAIT's consent to (i) any affiliate of Concessionaire or (ii) any person or entity purchasing substantially all of the assets or a majority of ownership or control of Concessionaire; provided, further however, in the case of (ii), such assignee (a) assumes in writing all of the obligations of the Concessionaire herein, (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of the Concessionaire immediately prior to such assignment, and (c) is qualified to do business in Oklahoma. Except as provided herein, the granting of consent under this Section may be made or withheld in TAIT's sole, unqualified discretion.

Article Ten – Further Provisions

Section 10.1 Notices. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations, or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below:

(a) Form of Notice. All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.

(b) Method of Notice. All notices shall be given:

- i. by delivery in person; or
- ii. by a nationally recognized next day courier service; or
- iii. by first class, registered or certified mail, postage prepaid; or
- iv. by facsimile; or,
- v. by electronic mail,

to the address of the party specified below:

if to TAIT or the Authority:

Tulsa Airports Improvement Trust
 Attention: Airports CEO
 7777 E. Apache St., Suite A217
 Tulsa, Oklahoma 74115
 notice@tulsaairports.com
 Fax: 918-838-5199

and if to Concessionaire:

 Email: _____

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

c) **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for delivery on the next business day, (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next Business Day if transmitted by national overnight courier with confirmation of delivery.

Section 10.2 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

Section 10.3 Entire Agreement; Modification. This Agreement expresses the entire understanding of TAIT and Concessionaire concerning the Assigned Areas and all agreements of TAIT and Concessionaire with each other concerning the subject matter hereof. Neither TAIT nor Concessionaire has made or shall be bound by any agreement or any representation to the other concerning the Assigned Areas or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by TAIT and Concessionaire.

Section 10.4 Execution of Counterparts. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.5 Effect of Saturdays, Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire,

shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 10.6 Descriptive Headings; Table of Contents. The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

Section 10.7 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform or not to perform such act or obligation.

Section 10.8 Force Majeure. Neither TAIT nor Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Concessionaire to pay the fees and other charges required hereunder.

Section 10.9 Construction of Agreement. This Agreement and each term, provision and covenant hereof shall constitute both a contract and a license by and between the parties hereto.

Section 10.10 Consent Not Unreasonably Withheld. Whenever it is provided herein that the consent of TAIT, the Authority, the City or Concessionaire is required, such consent shall not be unreasonably withheld, conditioned or delayed.

Section 10.11 Recovery of Attorney's Fees and Costs. If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fee and costs incurred in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 10.12 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon TAIT, its successors and assigns, Concessionaire and their respective heirs, personal representatives, and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

Section 10.13 Agent of Service of Process. If the Concessionaire is a foreign corporation with principal place of business outside the State of Oklahoma, then in such event

the Concessionaire does designate its registered service agent as its agent for the purposes of service of process in any court action between it and TAIT arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Oklahoma by serving the Concessionaire's registered service agent.

Section 10.14 Right to Develop Facility. The parties hereto further covenant and agree that TAIT reserves the right to engage in further development and improvement to the Airport Facility as it may see fit, regardless of the desires or view of the Concessionaire and without interference or hindrance.

Section 10.15 Nonliability of Officers and Employees. No trustee, member, director or officer of TAIT or City or its constituting authority, nor employees of the Airport or its constituting authority, and no member, manager, officer, director, employee, or agent of Concessionaire, shall be charged personally or held personally contractually liable by or to the other due to any breach of this Agreement or relating to the execution of this Agreement.

Section 10.16 Right to Amend. If the FAA, the TSA or the successors of either require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Provided, however, Concessionaire may terminate this Agreement if such event substantially restricts the Concessionaire from performing any of the Services for a period of thirty (30) days or more.

Section 10.17 Time of Essence. Time is expressed to be of the essence of this Agreement.

Section 10.18 Good Faith. The terms of this Agreement are for the mutual benefit of both parties. The parties agree that there is an obligation and implied duty of reasonable diligence and good faith imposed on both parties to make reasonable efforts to fulfill the terms, conditions and covenants imposed by this Agreement.

Section 10.19 Federal Provisions. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between TAIT and/or the City of Tulsa and the United States, the execution of which been or may be required as a condition precedent to the transfer of federal rights or property to the City or TAIT for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport.

Section 10.20 Agreement Subordinate to Bond Indenture. This Agreement and all rights of the Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by TAIT or the City of Tulsa to secure any bonds authorized by law to be issued for the development of City-owned property, and TAIT and Concessionaire agree that the holders of said Bonds shall possess, enjoy and may exercise all

rights of TAIT hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and TAIT with the terms and provisions of the bond covenants.

Signatures

IN WITNESS WHEREOF, TAIT and Concessionaire have entered into this Agreement at Tulsa, Oklahoma, on August 10, 2023, to be effective October 1, 2023.

TULSA AIRPORTS IMPROVEMENT TRUST

By:

Alexis Higgins, AAE
Airports CEO

Chair

[CONCESSIONAIRE]

By: _____

Title: _____

DOCID#0001603

Rev. 9/13/2019