

REQUEST FOR PROPOSALS
NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT

ADDENDUM NO. 1

Issued: August 21, 2026

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT

1611 Arnold Drive
Alexandria, LA 71303

This addendum shall be part of the Proposal Specification for: Request for Proposals for Non-Exclusive Car Rental Concession Agreement.

This Addendum is issued for the purpose of modifying and/or clarifying the Proposal Specification Documents and is to be construed as being as much a part of the original Proposal Specification Documents as though originally contained therein.

Acknowledge receipt of the Addendum by inserting its number and date on SECTION 3 – PROPOSAL FORM. Failure to do so may subject the Proposal to disqualification.

The following questions result in a change to the RFP documents or provide additional information.

1. Section 3.1(a), Page 4: The Agreement permits operation only under the brand(s) identified in the proposal.

Question: Will the Authority confirm that a successful proposer may not add additional brands during the term unless expressly approved by the Authority through a formal amendment to the Agreement?

Response: See Revised Section 3.1(a) of the Revised Sample CRCA.

2. Section 29(k), Pages 28-29: The Authority reserves the right to relocate premises and states that it will not be liable for relocation costs.

Question: Would the Authority please confirm that it will reimburse, or otherwise provide rent credits for, reasonable relocation and reinstallation costs incurred by a concessionaire if the concessionaire is required to relocate as a result of an Authority-directed relocation under Section 29(k)?

Response: See Revised Section 29(k) of the Revised Sample CRCA.

3. Section 9.3, Insurance, Page 17:

Question: Will the Authority please replace “Bodily Injury & Property Damage (Incl. \$5,000,000 Per Occurrence Personal Injury, Fire, Legal & Contractual \$5,000,000 General Aggregate & Products/Completed Operations)” with “Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal & Contractual, Products/Completed Operations) \$5,000,000 Per Occurrence/Aggregate”?

Response: No Change.

Question: Will the Authority please replace “named” with “included” in line one of the third paragraph of this section, and replace “As Its Interests May Appear” with “where their interests may appear for liabilities arising in whole or in part by the conduct of the Concessionaire” in line two of the third paragraph of this section?

Response: No Change.

Question: Will the Authority please replace “A” with “A- VII” and strike “discovery provisions” in line five of the third paragraph of this section?

Response: See Revised Section 9.3 of the Revised Sample CRCA.

Questions Received NOT resulting in Changes to RFP documents:

General

4. It is important that we understand all rental car operators currently serving the Airport and the competitive framework applicable to those operators.

Question: Does the England Authority have any formal written agreements with off-airport rental car operators, including traditional rental car companies, peer-to-peer (P2P) operators, or similar mobility providers? If so, please provide the applicable operating requirements, customer pick-up/drop-off arrangements, fees, CFC obligations, and any other financial terms.

Response: No, the England Authority does not currently have any formal written agreements with any off-airport rental car operators or peer-to-peer operators.

5. The RFP contemplates the award of four (4) on-airport concessions through a competitive procurement process.

Question: To preserve the integrity of the competitive bidding process, will the Authority confirm that if fewer than four (4) concessions are awarded, no additional on-airport concessionaire will be added during the term other than those selected through this RFP process?

Response: No, the England Authority will not confirm the above.

6. The RFP contemplates clarifications through written addenda, but neither the RFP nor the draft CRCA expressly incorporates the RFP, addenda, and official Q&A into the final Agreement.

Question: Will the Authority confirm that all terms, requirements, addenda, and official questions and answers issued in connection with this RFP will be incorporated into and made part of the final Car Rental Concession Agreement? If so, would the Authority consider adding the following provision:

"The Request for Proposals, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Car Rental Concession Agreement."

Response: No Change. The Sample Concession Agreement will be updated as appropriate to incorporate addenda changes to include all terms and conditions prior to execution by either party.

7. The RFP process currently provides for a single round of questions.
Question: Would the Authority consider providing a second round of clarification questions following issuance of the initial responses to ensure proposers have a complete understanding of the solicitation requirements?

Response: No, there not be a second round of clarification questions.

8. The Agreement grants concessionaires the right to serve FBO customers but also reserves the Authority's right to permit rental car operations from FBO locations.
Question: Can the Authority clarify whether rental car services provided to FBO customers will be restricted to concessionaires selected through this RFP process, or whether other rental car operators may continue to provide services through FBO-based operating arrangements without a Concession Agreement during the term of the Agreement?

Response: Rental car services provided to FBO customers will not be restricted to concessionaires selected through this RFP process. Effective January 1, 2027, any company wishing to provide rental cars to the FBO and its customers will be required to have an on-airport rental car agreement, a written permit, or other off-airport arrangement with the England Authority.

9. The Service Facility includes shared fueling infrastructure used by all operators.
Question: Will the Authority confirm that it owns, operates, maintains, and remains responsible for the fuel storage tanks, fuel distribution system, and related fueling infrastructure located at the Service Facility?

Response: The England Authority owns, operates, and maintains the fuel storage tanks, fuel distribution system, and related fueling infrastructure located at the Service Facility. The Sample CRCA outlines the concessionaires responsibility for all Premises.

RFP

10. Section 6, Premises, Page 5:
The RFP provides for location selection based on MAG ranking.
Question: Will the Authority please confirm that successful incumbent concessionaires will be permitted to retain their existing exclusive-use premises, including their current counter/office location, Service Facility bay, and associated inbound/outbound fleet stacking lanes, for the duration of the new Agreement term?

Response: No, the England Authority will not confirm the above.

11. Section 6, Premises, Page 5:
Question: If fewer than four (4) concessionaires are ultimately awarded agreements, will the Authority please confirm how any unassigned counter locations, Service Facility bays, and other rental car premises will be utilized during the term of the Agreement?

Response: As described in the RFP, "The Authority may utilize any premises not rented to a successful proposer at its discretion."

12. Section 7, Pages 5-6:

The proposed rental rates reflect increases from prior agreements and include annual escalation for Ready/Return parking blocks.

Question: Please provide the basis for the proposed rental rates and annual rental increases applicable to Counter/Office Space, Ready/Return Parking Blocks, and the Service Facility, including any appraisals, market studies, benchmarking analyses, or cost-recovery methodologies utilized by the Authority.

Response: The rental rates are based on the England Authority's determination of market value.

13. Section 11, Minimum Qualifications, Page 7:

Question: Will the Authority please confirm if incumbent operators are exempt from demonstrating the minimum qualifications, as it is evident we already meet these qualifications?

Response: Incumbent operators are required to meet the minimum qualifications. However, Item 3, Statement of Qualifications and Experience Instructions of Section 4, the Qualifications and Experience Form does not need to be completed by incumbent on-airport concessionaries. Incumbent shall mean a legal entity that currently holds a Car Rental Concession Agreement at AEX. The England Authority reserves the right to require incumbent successful Proposers to complete and submit such documents post submittal.

14. Section 12, Proposal Guaranty, Pages 7-8; Qualification & Experience Form, Bid Bond Form, Pages 29-30:

Question: Will the Authority permit proposers to utilize their own surety-approved bid bond form, provided the form satisfies all Proposal Guaranty requirements established by the RFP?

Response: No Change.

15. Section 19, Deadline, Pages 9-10:

Question: In lieu of hard copy or electronic via central auction house, may we email proposals directly to Kate Wells?

Response: No Change.

16. Qualifications and Experience Form, Pages 23-28:

Question: Will the Authority please confirm if incumbent operators are exempt from providing Section 3, *Statement of Qualifications and Experience Instructions (A – K)*, of this form?

Response: Yes. If a proposer is a legal entity which is party to a current Car Rental Concession Agreement (CRCA), the proposer is exempt from providing Section 3, *Statement of Qualifications and Experience Instructions (A – K)*, of the Qualifications and Experience Form with their proposal submittal.

Concession Agreement

17. Section 4.2, Pages 8-9: The proposed rental rates reflect increases from prior agreements and include annual escalation for Ready/Return parking blocks.

Question: Please provide the basis for the proposed rental rates and annual rental increases applicable to Counter/Office Space, Ready/Return Parking Blocks, and the Service Facility, including any appraisals, market studies, benchmarking analyses, or cost-recovery methodologies utilized by the Authority.

Response: The rental rates are based on the England Authority's determination of market value.

18. Section 4.3, Pages 9-10; Exhibit D, Page 34: The Service Facility operating budget includes reserves for major repairs and replacements.

Question: Please provide the current balance of any Service Facility reserve or replacement fund and identify any anticipated capital expenditures or major repair projects expected during the initial term of the Agreement.

Response: The balance of the reserve fund as of January 1, 2026 is \$29,280. The England Authority has not yet identified specific capital or major repairs that may be needed during the term of this Agreement.

19. Section 4.3, Service Facility Maintenance Charge, Pages 10-11 and Exhibit D: A portion of the Service Facility reserve may be funded through Customer Facility Charges.

Question: Would the Authority consider utilizing additional available CFC revenues to offset future Service Facility operating, maintenance, repair, and replacement costs?

Response: The England Authority does not intend on using CFCs for future Service Facility operating, maintenance, or repair expenses. The England Authority may consider using CFCs for large capital replacement items if the reserve fund balance is insufficient to fund the capital improvements.

20. Section 4.5(a), Customer Facility Charge, Page 10:

Question: Please identify the current CFC rate in effect at Alexandria International Airport and provide any historical CFC adjustments implemented during the last five (5) years.

Response: The current CFC rate of \$6.00 per transaction day became effective August 1, 2016 and has not been adjusted since that date.

21. Section 7.2, Type of Operation, Page 44:

Question: Will the Authority please replace "two (2) years" with "three (3) years" in subsection (b) to read, "CONCESSIONAIRE agrees that at no time will it use automobiles whose year model is more than three (3) years older than the current year model for each vehicle make provided."

Response: No Change.

22. Section 7.5, Operations Violations, Page 15-16: The Agreement permits the assessment of liquidated damages for operational and hours-of-operation violations.

Question: Will the Authority please clarify the procedures that will be used to identify, document, verify, and assess alleged violations, including the evidentiary standards that will

apply, the Authority personnel authorized to determine that a violation has occurred, and the process by which a concessionaire may respond to, contest, or dispute an alleged violation prior to the assessment of liquidated damages?

Response: The England Authority's procedures may include general observations, video footage, and airport employee or customer reporting/complaints related to operational and/or hour-of-operations violations. The England Authority management is authorized to determine if a violation has occurred. A concessionaire may respond to, contest, or dispute an alleged violation by notifying the England Authority in writing.

Question: Will the Authority please clarify what circumstances constitute an hours-of-operation violation, including whether a concessionaire will be deemed compliant when personnel are temporarily away from the rental counter to perform operational duties on Airport property while remaining available to assist customers?

Response: An hours of operation violation occurs when the counter is not open during the hours required in the CRCA. This does not include times when a concessionaire's personnel are temporarily away from the rental counter to perform operational duties on Airport property as long as a notice is posted on the counter making customers aware of the temporary absence and estimated time of return.

23. Section 22, Hazardous Materials, Page 24:

Question: The sentence reading "CONCESSIONAIRE shall not cause, permit or suffer the storage, use, manufacture or transport of any Hazardous Materials on the Premises" seems to contradict the first sentence of Section 23.1. Will the Authority please insert the following language into Section 22 to read, "CONCESSIONAIRE shall not cause, permit or suffer the storage, use, manufacture or transport of any Hazardous Materials on the Premises, except for quantities of Hazardous Materials customarily used in the ordinary course of Concessionaire's permitted business operations and in compliance with all applicable laws and regulations."?

Response: No Change.

24. Section 16, Page 20; Section 23.2, Pages 24-25: The Authority retains broad rights to enter the Premises.

Question: Will the Authority please revise the Agreement to provide that, except in the event of an emergency, the Authority will provide reasonable advance notice prior to entering premises under the exclusive control of the concessionaire?

Response: No Change.

Section 5

| REVISED FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

NON-EXCLUSIVE CAR RENTAL CONCESSION
Alexandria International Airport
Alexandria, Louisiana

FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)
NON-EXCLUSIVE CAR RENTAL CONCESSION
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FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

NON-EXCLUSIVE CAR RENTAL CONCESSION
Alexandria International Airport
Alexandria, Louisiana

THIS Concession, made and entered into this ____ day of _____, 2026 by and between the England Economic and Industrial Development District (hereinafter referred to as ENGLAND AUTHORITY), a political subdivision of the State of Louisiana, and _____ (hereinafter referred to as "CONCESSIONAIRE"), a _____, domiciled in _____.

WITNESSETH:

WHEREAS, ENGLAND AUTHORITY controls, owns, operates, and maintains a public airport in Parish of Rapides, Louisiana, known as Alexandria International Airport ("Airport" or "AEX"), with the power to grant rights and privileges with respect thereto, and

WHEREAS, ENGLAND AUTHORITY desires to provide for the operation of car rental concessions to the general public in the AEX Terminal Building, and

WHEREAS, the ENGLAND AUTHORITY, on the terms and conditions herein contained, grants to CONCESSIONAIRE the right to operate its car rental concession at the Airport;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the ENGLAND AUTHORITY and CONCESSIONAIRE agree as follows:

SECTION 1 – PREMISES

ENGLAND AUTHORITY hereby grants to CONCESSIONAIRE and CONCESSIONAIRE hereby agrees to receive from the ENGLAND AUTHORITY occupancy privileges in the following spaces and facilities, hereinafter called "Premises":

(a) Approximately two hundred eighty-eight (288) square feet, more or less, of counter and adjoining office space in the Terminal Building at AEX depicted as Space ____ on Exhibit A, attached hereto and by reference made a part hereof for entire contract term.

(b) One ready and return parking block depicted as Block ____ on Exhibit B attached hereto and made a part hereof by reference. All of the ready and return parking blocks shall hereafter be referred to as "Ready and Return Parking Blocks." for the entire contract term.

(c) The real property located at 2235 H K Stanley Drive, Alexandria, LA, encompassing 3.1 acres of improved land, including the exclusive use of one service bay of 668 sq. ft., exclusive use of one inbound and one outbound fleet stacking lane of approximately 5,000 sq. ft., and joint use of: (1) break room, (2) car wash bay, (3) employee parking area, (4) fuel storage, (5) fuel filling

pad, (6) fuel islands, (7) common use restrooms, and (8) all associated facilities and landscaping at the Service Facility as depicted as Bay/Lanes _____ on Exhibit C.

SECTION 2 – TERM

This concession shall have a term of five (5) years (Term), beginning on the 1st day of January, 2027 (commencement date) and ending on the 31st day of December, 2031 unless sooner terminated as provided herein. Each twelve (12) month period, or portion thereof, shall be considered a Concession Year.

SECTION 3 – USES, PRIVILEGES AND PROHIBITED ACTIVITIES

Subsection 3.1 – Uses and Privileges: CONCESSIONAIRE shall enjoy the following privileges in connection with the grant of this concession:

(a) The non-exclusive right, privilege, and obligation to conduct and operate a car rental concession at AEX, including all necessary and ancillary services customarily associated with car rental concessions at public airports within the United States of America or airports of similar size and capacity. CONCESSIONAIRE is authorized to do business under the brand name or brand name(s) of _____, and shall do business at AEX under that brand name or brand names. CONCESSIONAIRE may not add or change a brand during the term of the Agreement unless expressly approved in writing through a formal amendment to this Agreement.

(b) The non-exclusive right of ingress and egress to and from AEX on roadways within the Airport and Industrial Community subject only to such reasonable rules and regulations as may be established by AEX or the ENGLAND AUTHORITY as respecting such use.

(c) It is expressly understood by this Concession that the Premises be will used to store, service and park only those vehicles and related accessories and equipment necessary to provide and support car rental services on the Airport.

(d) CONCESSIONAIRE shall use the Service Facility designated in SECTION 1(c) hereof only for the following activities:

(1) Vehicle fueling, washing, cleaning, fluid replacement, vacuuming, storage and related activities as are necessary for preparing its vehicles for rental pursuant to this CRCA.

(2) Parking of vehicles as provided herein shall not block other vehicle ingress and egress through the Service Facility.

(3) Washing of vehicles only in the car wash bay designated for that purpose.

(4) Storage of its On-Airport vehicles in the spaces allotted to CONCESSIONAIRE prior to their return to the Ready and Return Parking Blocks.

(5) CONCESSIONAIRE employees, agents, and invitees must comply with the applicable parking

requirements, laws, local statutes and ordinances as set forth in this CRCA.

Subsection 3.2 – Prohibited Activities.

(a) No signs shall be installed by CONCESSIONAIRE on or about the Premises without prior written approval of the ENGLAND AUTHORITY, said approval being discretionary with the ENGLAND AUTHORITY. The ENGLAND AUTHORITY enforces signage standards throughout the AEX complex including the terminal, car rental counter back-wall, Service Facility and ready and return parking block. No temporary signs or displays shall be permitted on the back wall or the counter surfaces without the prior written approval of the ENGLAND AUTHORITY. No signs stating "cars available" or similar messages will be permitted. Handwritten signs are prohibited. All signs must be approved by the Executive Director before installation.

(b) Nothing shall be placed on window/window sills. Window sills must be kept clean at all times. No exceptions will be made. Items attached to walls inside of rental space shall only be posted upon approval of the Executive Director.

(c) All ready and return vehicles must park in designated parking areas only. Any vehicles parked in non-designated areas will be towed immediately. CONCESSIONAIRE employees are strictly forbidden from parking in ready and return parking blocks. All employees must park in designated employee parking.

(d) Due to security restrictions, no unattended vehicles may park in the terminal pass thru/drop off lanes for any amount of time. Violations will result in vehicle being towed immediately at the expense of the CONCESSIONAIRE.

(e) Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airport.

(f) CONCESSIONAIRE shall not permit or allow any vehicles that belong to or are controlled by CONCESSIONAIRE or CONCESSIONAIRE's employees, suppliers, shippers, customers, or invitees to be loaded or unloaded in areas other than those designated by ENGLAND AUTHORITY for that particular activity. No trucks or transport trailers are allowed to be parked on Airport except for trucks that CONCESSIONAIRE rents at the Airport. Should CONCESSIONAIRE need to receive fleet deliveries by transport trailer, such deliveries should be made at the Service Facility, if the CONCESSIONAIRE leases a bay at the Service Facility. Transport trailers should remain at the Service Facility only as long as required to promptly load and/or unload vehicles.

(g) CONCESSIONAIRE or CONCESSIONAIRE's employees shall not store trucks, motorhomes, campers, trailers, non-operational vehicles, boats or any vehicle not directly related to CONCESSIONAIRE's business activities at the Airport.

(h) CONCESSIONAIRE shall not utilize the Service Facility for any maintenance or for the storage of damaged vehicles.

(i) CONCESSIONAIRE shall not allow its customers or the general public to enter the Service Facility.

- (j) CONCESSIONAIRE shall not permit its employees to vacuum, wash or fuel their personal vehicles at the Airport.
- (k) CONCESSIONAIRE shall post and distribute sufficient reference to these conditions of use as necessary to provide reasonable notice.
- (l) CONCESSIONAIRE shall not operate a vehicle sales operation on the Airport premises without first obtaining the written consent of the ENGLAND AUTHORITY.
- (m) CONCESSIONAIRE shall not discharge into the sewer system any substances, of whatever nature, that may prove harmful to the sewage system or require any abnormal treatment by the sewage treatment plant. ENGLAND AUTHORITY reserves the right to enter upon the Premises to take samples and to examine the discharge into the sewer system. If harmful or clogging substances are being discharged, CONCESSIONAIRE hereby agrees to install and operate the treatment facilities necessary for the business. ENGLAND AUTHORITY reserves the right to make rules regulating type and character of sewage that will be deposited in the system, such rules to be in conformity with usual practices.
- (n) No flammable materials shall be stored in the Premises with the exception of windshield washer fluid provided it is stored in a NFPA approved flammable storage cabinet that shall be grounded.

SECTION 4 – RENT, CHARGES AND FEES

Subsection 4.1 - Concession Fee

(a) Minimum Annual Guarantee. For the concession privileges granted hereunder, and in addition to other fees and charges set forth herein to be paid by CONCESSIONAIRE, CONCESSIONAIRE shall pay to ENGLAND AUTHORITY a Minimum Annual Guarantee (MAG) in equal monthly installments. The MAG payment shall be paid in advance on the first (1st) day of each month during the Term hereof, as follows:

Year 1 – January 1 to December 31, 2027 - _____ payable in twelve (12) equal installments of _____ per month.

Year 2 – January 1 to December 31, 2028 - _____ payable in twelve (12) equal installments of _____ per month.

Year 3 – January 1 to December 31, 2029 - _____ payable in twelve (12) equal installments of _____ per month.

Year 4 – January 1 to December 31, 2030 - _____ payable in twelve (12) equal installments of _____ per month.

Year 5 – January 1 to December 31, 2031 - _____ payable in twelve (12) equal installments of _____ per month.

Once the sum of Concession Fee payments remitted has reached the MAG in any given Concession Year, the CONCESSIONAIRE may cease remittance of the 1/12th of the respective year's MAG on the first (1st) day of each month for the remainder of that Concession Year. The CONCESSIONAIRE shall continue to report and remit each and every month after the annual MAG has been reached the full 12% of reported Gross Revenues for the previous month.

(b) Percentage Fee. In addition to the Minimum Annual Guarantee specified in Subsection 4.1(a), above and as part of the total consideration to be paid by CONCESSIONAIRE to the ENGLAND AUTHORITY, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY additional fee (hereinafter referred to as "Percentage Fee") which shall be payable within twenty (20) days following the end of each month that this Concession remains in effect and shall be equal to the amount, if any, by which the sum of twelve (12%) percent of Gross Revenue, as hereinafter defined, of CONCESSIONAIRE for such month exceeds the monthly installment of the Minimum Annual Guarantee paid for such month. At the end of each Concession Year an adjustment shall be made between the ENGLAND AUTHORITY and CONCESSIONAIRE, so that the total amount payable and paid for such Concession Year shall be the greater of (i) the Minimum Annual Guarantee or (ii) a sum equal to twelve (12%) percent of Gross Revenue of the CONCESSIONAIRE for such Concession Year. In the event the amount of payments made during the preceding Concession Year exceeds the total of any payments due for such Concession Year, the excess payment shall be returned to the CONCESSIONAIRE within thirty (30) days after the ENGLAND AUTHORITY's acceptance of the final certified statement described in this Section.

CONCESSIONAIRE acknowledges that Concession Fee payments by CONCESSIONAIRE to ENGLAND AUTHORITY under this CRCA are for CONCESSIONAIRE's privilege to use the Airport facilities and access the Airport market and are not fees imposed by ENGLAND AUTHORITY upon CONCESSIONAIRE's customers. ENGLAND AUTHORITY does not require, but will not prohibit, a separate statement of and charge for the Concession Fee on customer invoices or rental agreements ("Recovery Fee"), provided that such Recovery Fee meets all of the following conditions: (a) such Recovery Fee must be titled "Concession Recovery Fee," "Concession Recoupment Fee" or such other name first approved by the Executive Director in writing; (b) the Recovery Fee must be shown on the customer rental car agreement and invoiced with other CONCESSIONAIRE charges (i.e. "above the line"); (c) the Recovery Fee as stated on the invoice and charged to the customer shall be no more than 12% of Gross Revenues; (d) Concessionaire shall neither identify, treat, or refer to the Recovery Fee as a tax, nor imply that ENGLAND AUTHORITY is requiring the pass through of such fee. Other than the Concession Recovery Fee and Customer Facility Charge, CONCESSIONAIRE shall not pass-through or list any fees payable to ENGLAND AUTHORITY as a separate item on the customer rental agreement.

Definition of Gross Revenue. "Gross Revenues" as used herein shall mean, as determined in the reasonable discretion of the ENGLAND AUTHORITY, all amounts charged to its customers, after discounts applied at the time of rental, by CONCESSIONAIRE for or in connection with agreements it secures through its operations and business at the Airport, regardless of whether such amount is actually paid to or received by CONCESSIONAIRE. Gross Revenues shall include all monies or other consideration of whatsoever nature paid or payable to CONCESSIONAIRE by customers for all sales made and services performed for cash, credit or consideration in connection with automobile and vehicle rentals or other products or services provided to persons through CONCESSIONAIRE'S operations at the Airport, without regard to the ownership, area, fleet, or location assignment of vehicles and without regard to the manner in which or place at which the vehicles or other products or services are furnished to CONCESSIONAIRE'S customers and without regard to whether the vehicles or other products are returned to the Airport or to some other location.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by CONCESSIONAIRE of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

Gross Revenues shall include anything and everything that is not specifically excluded. The only exclusions from Gross Revenues permitted under this CRCA shall be the specific exclusions set forth below:

- Federal, state, parish, city or international sales, use, or excise taxes now in effect or hereinafter levied on CONCESSIONAIRE's operations which are separately stated on customers' rental contracts and collected from customers of CONCESSIONAIRE;
- Those fees referred to in this CRCA as Recovery Fee;
- Those fees referred to in this CRCA as Customer Facility Charges, "CFC's" which for the purpose of this CRCA shall include all customer facility charges, authorized pursuant to ENGLAND AUTHORITY Resolution, as may be amended;
- Amounts received specifically for loss, conversion and abandonment of or damages of vehicles or other property of CONCESSIONAIRE, other than any administration fees.;
- Amounts received from the sale of vehicles off-Airport premises; provided, however, any amounts paid in connection with automobile and vehicle rentals or other products or services provided to persons through CONCESSIONAIRE'S operations that are applied to or otherwise reimbursed as a result of the sale of a vehicle shall not be excluded from Gross Revenues; and
- Reimbursements for amounts actually paid for speeding tickets, parking tickets, red light tickets, tolls and toll violations, and impound fees from its customers to pass through without markup to an independent third party with no amount being retained by CONCESSIONAIRE. However, any amounts collected above the pass through amount shall be included as Gross Revenue under this CRCA.
- The amount of any vehicle license recovery fee, now or hereafter permitted by the State of Louisiana.

(c) Minimum Annual Guarantee Abatement. In any Concession Year where the total deplanements at the Airport decline by 15% or more as compared to the prior Concession Year, the CONCESSIONAIRE's MAG for such Concession Year shall be reduced proportionate to the decline in deplanements as part of the year-end reconciliation process. Where the ENGLAND AUTHORITY reasonably determines during any Concession Year that a MAG reduction is likely, the ENGLAND AUTHORITY may waive the CONCESSIONAIRE's obligations to remit the monthly 1/12th MAG installment payments for any period of time the ENGLAND AUTHORITY deems appropriate in its sole discretion, but CONCESSIONAIRE shall continue to remit the Percentage Privilege Fee each month regardless.

Subsection 4.2 – Premises Rent. In addition to the Concession Fees, CONCESSIONAIRE shall pay to ENGLAND AUTHORITY for the use and occupancy of the Assigned Premises, Premises Rent described as follows:

(a) Terminal Building Rent. Commencing January 1, 2027, for the lease of the Terminal Building Premises, described in SECTION 1(a) hereof, the premises rent shall be Forty-Eight Dollars and Eighty-Six Cents (\$48.86) per square foot per annum. Thereafter, the Terminal Building Rent shall be updated at the same time and at the same per square foot per annum rate established for the other tenants in the Terminal Building.

(b) Ready and Return Parking Block Rent. For the lease of the Ready and Return Parking Block Premises, described in SECTION 1(b) hereof, CONCESSIONAIRE shall pay the sum of \$_____ annually.

(c) Service Facility Rent. For the land rent of the service facility, described in SECTION 1(c) hereof, the sum of Twelve Thousand Nine Hundred Sixty Dollars (\$12,960) annually.

Annual Terminal Building Rent, Ready and Return Parking Block Rent and Service Facility Rent are payable in twelve equal monthly installments. Monthly installments are payable in advance and without demand, on the first day of each calendar month of this CRCA.

Subsection 4.3 – Service Facility Maintenance Charge. For the use of the Service Facility, in addition to Service Facility Rent, CONCESSIONAIRE shall, on a monthly basis, pay its proportionate share (based equally on the number of successful proposers) of the Service Facility maintenance expenses budgeted for that Concession Year. The funds shall be deposited into an account administered by the ENGLAND AUTHORITY for payment of actual operations and maintenance (O&M) expenses incurred by ENGLAND AUTHORITY for operation of the Service Facility. If at any time during the term of this CRCA the balance in such O&M account falls short of the funds required to operate and maintain the facility, the ENGLAND AUTHORITY may require additional proportionate funding from each party to the CRCA. Prior to the commencement of each Concession Year, the ENGLAND AUTHORITY shall provide a budget (after deduction of expenses related to ENGLAND AUTHORITY's use of facility) of estimated expenses to each On-Airport Rental Car Company utilizing the Service Facility. Based upon such budget, CONCESSIONAIRE shall, on a monthly basis, pay its projected annual share of the projected costs of operation and maintenance for the following Concession Year according to its proportionate allocation.

Service Facility O&M expenses will include all costs incurred by the ENGLAND AUTHORITY to operate and maintain the Service Facility in good, clean and sanitary condition as it determines in its sole discretion. O&M expenses include, but are not limited to, utilities, except as provided in Subsection 5.3 below, soap/detergent supplies, car wash system component replacements, maintenance and repairs, permits, alarms, software, data services, inspections, janitorial supplies, landscaping, stormwater fees, labor, administrative costs and insurance. The first Concession Year's O&M budget is hereby incorporated and attached as Exhibit D.

At the end of each Concession Year, the ENGLAND AUTHORITY shall provide a statement of expenses to each concessionaire reconciling total Service Facility O&M costs incurred, allocation of such costs to each concessionaire based on actual car wash counts recorded for the period covered, and calculation of any over or under payments made by each concessionaire. This reconciliation will be completed within ninety (90) days following the completion of the ENGLAND AUTHORITY's annual audit. In the event the amount of payments made by CONCESSIONAIRE exceeds the total of payments due based on the reconciliation, the excess payment shall be credited against payments for the next Concession Year, except that any excess payment during the final Concession Year of this Agreement will be returned to the CONCESSIONAIRE within thirty (30) days of the calculation of the reconciliation. In the event the

amount of payments made by CONCESSIONAIRE is below the total of payments due based on the reconciliation, the CONCESSIONAIRE will remit such underpayment to the ENGLAND AUTHORITY within thirty (30) days of the calculation of the reconciliation and upon receipt of the invoice for the underpayment.

Subsection 4.4 – Rental Car Service Facility Fuel Flowage Fee. CONCESSIONAIRE shall pay to ENGLAND AUTHORITY, monthly upon receipt of invoice from ENGLAND AUTHORITY for fuel gallons purchased at the fuel-dispensing unit at the Service Facility during previous month. Fuel shall be charged at the weighted average cost of the fuel to the ENGLAND AUTHORITY plus a fuel flowage fee of 26 cents per gallon subject to change by the ENGLAND AUTHORITY.

Subsection 4.5 Additional Charges and Fees. In addition to the fees and rentals specified in Subsection 4.1 through 4.4 above, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY:

(a) Additional amounts for Customer Facility Charges (hereinafter referred to as "CFC") which shall be payable within twenty (20) days following the end of each month that this CFC is charged in accordance with ENGLAND AUTHORITY Resolution.

(b) Rent for any Vehicles parked on the Airport in any location not included in the CONCESSIONAIRE'S Premises. Vehicles parked in any public parking lot will pay the posted parking rates. Vehicles parked elsewhere shall be assessed an additional fee.

(c) Additional fees as may be charged for special items or activities including but not limited to employee parking and badging fees. The ENGLAND AUTHORITY may assess reasonable, non-discriminatory charges for these special items or activities. Additional charges and fee payable by CONCESSIONAIRE, shall be paid by CONCESSIONAIRE to ENGLAND AUTHORITY no later than fifteen (15) days following receipt by CONCESSIONAIRE of billing therefor.

Subsection 4.6 - Delinquent Charges or Fees. Without waiving any other right or action available to the ENGLAND AUTHORITY in the event of default in payment of charges or fees payable to the ENGLAND AUTHORITY pursuant to this Concession, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY a late payment fee of \$100 per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due and payable until paid and received by the ENGLAND AUTHORITY.

Subsection 4.7 - Statements, Books and Records.

(a) Within twenty (20) days after the close of each calendar month of the term of this Concession, CONCESSIONAIRE shall submit to ENGLAND AUTHORITY, on the Gross Revenue form as shown in Exhibit E, a statement of its Gross Revenue during the preceding month from its operations at AEX upon which the percentage payments to ENGLAND AUTHORITY set forth in Subsection 4.1(b) and CFC charges as set forth in Subsection 4.5(a), are computed, said statement to be signed by a responsible accounting officer of CONCESSIONAIRE. CONCESSIONAIRE shall keep full and accurate books and records showing all of its Gross Revenue pertaining to operations at the Airport, and ENGLAND AUTHORITY shall have the right, through its representatives, and at all reasonable times, to inspect such books and records, including State of Louisiana sales tax return records. CONCESSIONAIRE hereby agrees that all such

records and instruments will be made available to ENGLAND AUTHORITY on the AEX premises for at least a three (3) year period following termination of this Concession.

(b) CONCESSIONAIRE shall maintain records and controls pertaining to the rental transactions at AEX which shall be available for inspection and examination of the Premises upon five (5) business days notice by ENGLAND AUTHORITY or its duly authorized representative.

(c) CONCESSIONAIRE shall employ an independent certified public accountant who shall provide to ENGLAND AUTHORITY for each twelve (12) month period written financial statements certifying that the Minimum Annual Guarantee and Percentage Fee paid by CONCESSIONAIRE to the ENGLAND AUTHORITY for the preceding twelve (12) month period pursuant to this Concession was made in accordance with the terms of this Concession. Such statements shall also contain a list of the Gross Revenue as shown on the books and records of CONCESSIONAIRE and which were used to compute the fees paid to ENGLAND AUTHORITY during the period covered by statement. Said statement shall be delivered to the ENGLAND AUTHORITY no later than one hundred twenty (120) days after close of CONCESSIONAIRE's annual fiscal year operations. Failure to provide said certified statements shall result in a \$100 penalty per day for each day that said statements are not provided.

Subsection 4.8 - Audits. The ENGLAND AUTHORITY reserves the right, at ENGLAND AUTHORITY's expense, to audit CONCESSIONAIRE's books and records of receipts at any time for the purpose of verifying the Gross Revenue hereunder. If, as a result of such statement, it is established that CONCESSIONAIRE has understated the Gross Revenue as defined herein, by three percent (3%) or more, the entire expense of said audit shall be born by CONCESSIONAIRE. Any additional Percentage Fee due shall forthwith be paid by CONCESSIONAIRE to ENGLAND AUTHORITY with interest thereon at the rate of one and one-half percent (1.5%) per month from the date such additional Percentage Fee became due. Failure to provide the documentation necessary for the ENGLAND AUTHORITY to conduct a complete and accurate audit will be considered a material breach of this Concession and shall be subject to the terms described in Paragraph 12.2 of this Concession. The right to audit may be exercised any time during the term of the CRCA and up to three (3) years following the termination of the CRCA.

SECTION 5 – INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING AND EQUIPPING OF PREMISES

Subsection 5.1 - Improvements by ENGLAND AUTHORITY. The ENGLAND AUTHORITY shall provide existing counter and office space in the baggage claim area of the Terminal Building, as shown on Exhibit A, the existing ready and return parking blocks shown on Exhibit B, and the existing Service Facility shown on Exhibit C.

Subsection 5.2 - Installations by CONCESSIONAIRE. CONCESSIONAIRE shall, without cost to ENGLAND AUTHORITY, install all improvements and trade fixtures for the counter space, necessary for the customary operation of car rental services, including furniture, fixtures, carpet, and equipment, all of which shall be high quality, meet all code requirements, and shall be approved by the ENGLAND AUTHORITY, in writing, prior to installation. Computer terminals shall be placed in the counters and shall not be substantially visible from outside the leased premises. CONCESSIONAIRE may, without cost to ENGLAND AUTHORITY, install equipment necessary for its use of the Service Facility, which shall be high quality, meet all code requirements, and shall be approved by the ENGLAND AUTHORITY, in writing, prior to installation.

Subsection 5.3 - Alterations and Improvements. CONCESSIONAIRE shall not install or erect additional, nonstructural improvements on the Airport, or alter, change, or make other improvements unless and until plans and specifications for such additional alterations or improvements shall have been submitted to and approved in writing by the Executive Director and the ENGLAND AUTHORITY. Any such alterations or improvements shall be without cost to ENGLAND AUTHORITY. All alterations, improvements and physical additions of any kind to the Premises as defined in Section 1 of this Concession which are made by CONCESSIONAIRE shall become a part of the said Premises without compensation to CONCESSIONAIRE and shall become the property of ENGLAND AUTHORITY at the termination or cancellation of this Concession as defined in Section 12 of this CRCA with the exception of additional, portable machinery and equipment of every kind and character installed by CONCESSIONAIRE and not attached to or affixed to the Premises may be removed at the termination or cancellation of this CRCA provided that the Premises, shall be restored to their condition before such portable machinery and equipment were installed.

If, during the term of this Agreement, the ENGLAND AUTHORITY or CONCESSIONAIRE determine the need exists to install electric vehicle charging stations on the Premises, the design will be coordinated and approved in writing in advance with the ENGLAND AUTHORITY, and if determined feasible in the sole discretion of the ENGLAND AUTHORITY, installation shall be coordinated and approved in writing in advance with the England Authority. Nothing in this Paragraph shall obligate the ENGLAND AUTHORITY to install any electric vehicle charging stations on the Premises. In the event the ENGLAND AUTHORITY installs vehicle charging stations pursuant to this Agreement, CONCESSIONAIRE shall be responsible for the electrical utility charges associated with the charging stations.

Subsection 5.4 - Removal or Demolition of Improvements. CONCESSIONAIRE shall not remove or demolish, in whole or in part, any improvements without prior approval by ENGLAND AUTHORITY.

SECTION 6 – MAINTENANCE

Subsection 6.1 - ENGLAND AUTHORITY's Obligations.

- (a) Provide structural maintenance of the Terminal Building, Service Facility and ready and return parking block areas, including the Premises.
- (b) Provide CONCESSIONAIRE's employees with automobile parking spaces, in common with other employees of tenants and users of the Terminal Building.
- (c) Maintain the Service Facility, including all fixtures installed by the ENGLAND AUTHORITY, and the landscaping. Provide cleaning and janitorial services of the Service Facility joint use area utilized by the CONCESSIONAIRE including restroom, break room, and car wash bay. The Concessionaire's share of the cost of such maintenance and landscaping will be borne by CONCESSIONAIRE as described in Subsection 4.3 – Service Facility Maintenance Charge of this CRCA.

Subsection 6.2 - CONCESSIONAIRE's Obligations.

- (a) Provide all janitorial and maintenance services for the Premises described in SECTION 1(a) and (b) and its exclusive use space described in SECTION 1(c).

- (b) Keep all Premises clean and neat in appearance and in safe condition.
- (c) Keep its furniture, fixtures, and equipment in good working order.
- (d) Remove snow and ice from its ready and return parking block and the Service Facility Premises.
- (e) If a CONCESSIONAIRE's vehicle makeup/cleaning or storage area/yard is on the grounds of Airport (other than the Premises) then the CONCESSIONAIRE shall:
 - 1) Maintain all rental car makeup/cleaning or storage area(s)/yard(s) appropriately, including mowing, weed eating, shrubbery and plant control, and trash pickup;
 - 2) If vehicle maintenance/cleaning or storage areas/yards are fenced, the fencing must be maintained in good condition and may not have barbed/concertina/razor wire on, above or below any portion of the fence.

ENGLAND AUTHORITY shall be the sole judge of the quality of facility maintenance, including the Premises. If, in the sole discretion of the ENGLAND AUTHORITY, it is determined that the Premises are not being adequately maintained and cleaned, it shall notify CONCESSIONAIRE in writing of the unsatisfactory conditions. CONCESSIONAIRE shall have forty-eight (48) hours to perform the maintenance services necessary to remedy the unsatisfactory condition. Failure of CONCESSIONAIRE to timely remedy any such complaint shall be a default of CONCESSIONAIRE's obligations under this Concession. Alternatively and without waiving any right to declare CONCESSIONAIRE in breach of this Concession, the ENGLAND AUTHORITY may enter upon the Premises to perform such janitorial services and/or maintenance to remedy the complaint. In this event, CONCESSIONAIRE shall reimburse ENGLAND AUTHORITY for actual cost of undertaking said services together with an established administrative charge. Payment of said charges shall be made within thirty (30) days of CONCESSIONAIRE's receipt of the ENGLAND AUTHORITY invoice.

Subsection 6.3 - Trash and Garbage.

- (a) The ENGLAND AUTHORITY will provide only common-use garbage disposal dumpsters adjacent to the Terminal Building. CONCESSIONAIRE may dispose of office waste generated by CONCESSIONAIRE's operations at the AEX.
- (b) The ENGLAND AUTHORITY will supply and maintain a dumpster at the Service Facility for CONCESSIONAIRE's use in common with other On Airport Rental Car companies. The cost of maintaining said dumpster shall be included in the annual O&M budget for the Service Facility.
- (c) CONCESSIONAIRE agrees to keep the outdoor portions of the Service Facility clear and free of all litter, garbage, debris, and refuse, and to keep such Premises and area in an orderly and sanitary condition at all times. CONCESSIONAIRE shall be responsible for removal of litter, garbage, and refuse from the portion of the Service Facility utilized by CONCESSIONAIRE. Bins and containers of a type and location approved by the Executive Director or their designee may be maintained for the temporary storage of garbage or refuse.

SECTION 7 – STANDARDS OF SERVICE

Subsection 7.1 - Hours of Operation. CONCESSIONAIRE shall be open for business, have vehicles available for rental and accept rental returns from thirty (30) minutes before the first scheduled arrival until thirty (30) minutes after the last scheduled airplane arrivals each day. If flights are delayed CONCESSIONAIRE shall remain open until thirty (30) minutes after last flight arrival. CONCESSIONAIRE shall adjust their online reservation system to reflect the hours of any published change in airline flight schedules at AEX, as they are made known to CONCESSIONAIRE, in order to allow for rentals through those new airline flight arrival and departure times. CONCESSIONAIRE shall actively operate in the Premises and shall use a business-like operation therein. The CONCESSIONAIRE shall be open to serve the public seven (7) days per week and hours of operation shall be such that passengers of flights arriving or departing from the terminal will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this CRCA shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. CONCESSIONAIRE may advise the Executive Director of CONCESSIONAIRE's analysis of the optimum arrangements, but the final determination on any variance to the above requirements shall be made by the Executive Director in writing based on their analysis of necessary service to the public.

Subsection 7.2 - Type of Operation.

(a) CONCESSIONAIRE shall provide all services under this Concession on a nondiscriminatory basis to all users of AEX. CONCESSIONAIRE shall maintain and operate the Premises in a first-class manner and shall keep them in a safe, clean, orderly, and inviting condition at all times, satisfactory to ENGLAND AUTHORITY. Service shall be prompt, courteous, and efficient.

(b) CONCESSIONAIRE shall maintain, at all times and at its own expense, an adequate number of vehicles at AEX to meet the reasonable public demand. Only fully-operational, well-maintained, licensed vehicles shall be rented by CONCESSIONAIRE. CONCESSIONAIRE agrees that at no time will it use automobiles whose year model is more than two (2) years older than the current year model for each vehicle make provided.

(c) At no time shall CONCESSIONAIRE's fleet of vehicles assigned to AEX fall below fifty (50) vehicles. ENGLAND AUTHORITY may audit fleet numbers from time to time. If the audited number of vehicles falls below the minimum requirement, the ENGLAND AUTHORITY will notify CONCESSIONAIRE in writing. If fleet number is not corrected by CONCESSIONAIRE within ten (10) days after receipt of written notice, CONCESSIONAIRE shall be considered to be in breach of this Concession.

(d) CONCESSIONAIRE employees shall not engage in open or public disputes, disagreements, or conflicts with each other or the employees of other Concessionaires tending to disrupt or negatively affect the quality of the car rental service of CONCESSIONAIRE and its compatibility with the best interests of the public at AEX.

(e) The solicitation and/or advertising of the car rental operation at AEX shall be confined to previously approved signs and advertising displays in permitted locations, and answering inquiries regarding CONCESSIONAIRE's services and facilities, which activity shall be restricted to CONCESSIONAIRE's service counter in the Terminal Building.

(f) CONCESSIONAIRE understands and agrees that its operation at the Airport shall include the non-exclusive right to provide rental cars and customer service to passengers utilizing the fixed base operators and such rentals are to be included in Gross

Revenues. The ENGLAND AUTHORITY expects CONCESSIONAIRE to provide expanded hours as necessary to accommodate rentals to FBO customers and passengers from diverted aircraft.

Subsection 7.3 - Manager. The management, maintenance and operation of privileges under this Concession shall at all times during the Term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing CONCESSIONAIRE, who shall be subject at all times to the direction and control of CONCESSIONAIRE.

Subsection 7.4 - Personnel.

(a) CONCESSIONAIRE shall, in the operation of its car rental services under this Concession, employ only such personnel as will ensure a high standard of service to the public. All employees, while on duty, shall be clean, neat in appearance, and courteous at all times. All employees shall be appropriately attired, with uniforms in such instances as are appropriate. No employee shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

(b) CONCESSIONAIRE shall prohibit and restrain its employees, agents, servants or other representatives from personal solicitation for the services offered by it, or other businesses, on or about the Airport Premises.

(c) CONCESSIONAIRE shall maintain a stringent oversight of its employees to ensure the maintenance of a high standard of service to the public, the performance of such obligation to be determined at the sole discretion of Executive Director. CONCESSIONAIRE shall take all proper steps to discipline employees who participate in acts of misconduct while on duty. ENGLAND AUTHORITY does not allow or tolerate illicit drug or alcohol use on ENGLAND AUTHORITY property. ENGLAND AUTHORITY shall exercise an option to ban from the Airport any employee who fails to abide by standards in this subsection.

Subsection 7.5 – Operations Violations. CONCESSIONAIRE's failure to adhere to the operating requirements set forth in this Agreement is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall commercial business of the Airport, and reduce the amount of rent to be paid to ENGLAND AUTHORITY. Additionally, ENGLAND AUTHORITY resources will be expended in dealing with violations of this Agreement by CONCESSIONAIRE. The parties hereby agree that total damages sustained by to ENGLAND AUTHORITY for violations of the provisions of this Agreement addressing this subject matter could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the liquidated damage amounts, set forth below for violation of Agreement terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by ENGLAND AUTHORITY. CONCESSIONAIRE, therefore, hereby agrees that imposition of the liquidated damages set forth below is fair and reasonable and CONCESSIONAIRE agrees to pay immediately upon demand by to ENGLAND AUTHORITY the following amounts as liquidated damages upon the occurrence of breaches, in any Concession Year, related to operation violations:

- \$100 per occurrence – first occurrence
- \$200 per occurrence – second occurrence
- \$300 per occurrence – third occurrence
- \$1,000 per occurrence – fourth or more occurrences

Liquidated damage amounts may not be imposed unless the violation continues for more than three (3) calendar days after ENGLAND AUTHORITY has given CONCESSIONAIRE written notice (and this written notice may be in the form of an email) of the violation; provided, however, after ENGLAND AUTHORITY has given CONCESSIONAIRE notice of the same violation more than twice during any calendar year, the liquidated damage amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction.

For hours of operations violations, liquidated damages shall be as follows:

- \$100 per hour or portion thereof, during which location is not open – first occurrence
- \$200 per hour or portion thereof, during which location is not open – second occurrence
- \$300 per hour or portion thereof, during which location is not open – third occurrence
- \$1,000 per hour or a portion thereof, during which location is not open – fourth or more occurrences

For violations regarding the minimum hours of operation, the liquidated damages may be incurred immediately and without notice upon violation.

The application of the liquidated damages will be at the reasonable discretion of the ENGLAND AUTHORITY. ENGLAND AUTHORITY's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right or prohibit ENGLAND AUTHORITY from doing so for subsequent violations. After two (2) violations of the same type in the same calendar year, ENGLAND AUTHORITY reserves the right, at its sole option, not to impose the liquidated damage and instead seek any other remedies available to it for an event of Default, including termination of this Agreement.

Subsection 7.6 - Decisions on Disputes.

Claims, disputes and other matters relating to or arising out of CONCESSIONAIRE's operations or the interpretation of this Concession shall be submitted to the Executive Director in writing, with a request for a decision, which decision the Executive shall render within a reasonable time. The decision of the Executive Director shall be considered a final decision.

The rendering of a written decision pursuant to the above provision with respect to any claim, dispute or other matter shall be a condition precedent to any exercise by CONCESSIONAIRE of such rights or remedies as he may otherwise have under the contract documents or law.

SECTION 8 – LICENSES AND TAXES

CONCESSIONAIRE covenants and agrees to obtain all proper licenses or permits for the operation of its car rental concession, and to pay all taxes assessed or imposed by any governmental authority having jurisdiction over it. CONCESSIONAIRE shall have the right to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax, or assessment. In the event that CONCESSIONAIRE shall fail to timely pay or appeal the payment of pay any assessed taxes, it will be considered to be in breach of this Concession under Subsection 12.2(g) hereof.

SECTION 9 – HOLD HARMLESS AGREEMENT AND LIABILITY INSURANCE

Subsection 9.1 – INDEMNIFICATION-CONCESSIONAIRE

To the fullest extent permitted by law, the CONCESSIONAIRE agrees to indemnify, defend, and hold harmless the ENGLAND

AUTHORITY and its agents, officers, and employees from and against all losses or expenses including costs and attorneys fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the CONCESSIONAIRE, or its (their) agents which may arise out of or are connected with the activities covered by this CRCA. CONCESSIONAIRE shall indemnify and save ENGLAND AUTHORITY harmless from any award of damages and costs against ENGLAND AUTHORITY for any action based on Title VII of the Civil Rights Act of 1964 or any other state or federal anti-discrimination law or regulation or for U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this CRCA.

Subsection 9.2 – INDEMNIFICATION-ENGLAND AUTHORITY

The ENGLAND AUTHORITY agrees to indemnify, defend, and hold harmless the CONCESSIONAIRE and its agents, officers, and employees from and against all losses or expenses including costs and attorneys fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the ENGLAND AUTHORITY, or its (their) agents which may arise out of or are connected with the activities covered by this CRCA.

Subsection 9.3 - INSURANCE

CONCESSIONAIRE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Louisiana, including Employers Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts:

Workers Compensation
(Louisiana) or Proof of All
States Coverage Employers Liability

Statutory

Commercial General Liability

Bodily Injury & Property Damage (Incl.\$5,000,000
Per Occurrence Personal Injury, Fire, Legal &
Contractual \$5,000,000 General Aggregate &
Products/Completed Operations)

Automobile Liability
All Autos and/or Non-Owned, Hired, & Owned
Bodily Injury & Property Damage

\$5,000,000 per Accident

Evidence of self-insurance financing such as an Irrevocable Letter of Credit, non-cancellable bond, or some other security deposit can be substituted for the Automobile Liability coverage stated above.

On all policies except Workers Compensation, England Economic and Industrial Development District shall be named as additional Insured, As Its Interests May Appear. All policies shall include waivers of subrogation in favor of the England Economic and Industrial Development District. A certificate indicating the above coverages shall be submitted for review and approval by ENGLAND AUTHORITY for the duration of this CRCA. Coverages shall be placed with an insurance company approved by the State of Louisiana and rated "A- VIIA" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to ENGLAND AUTHORITY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be

submitted in writing to the ENGLAND AUTHORITY for approval prior to the commencement of activities under this CRCA.

SECTION 10 – PERFORMANCE BOND/LETTER OF CREDIT

Upon the execution of this Concession and prior to commencing operations under this Concession, CONCESSIONAIRE shall provide ENGLAND AUTHORITY with an irrevocable bank letter of credit, cash deposit, or performance bond in the amount of Sixty Thousand Dollars (\$60,000). The letter of credit, cash deposit or performance bond shall be held by the ENGLAND AUTHORITY throughout the Term and may be applied by the ENGLAND AUTHORITY against any debt owed to it by CONCESSIONAIRE.

SECTION 11 – DAMAGE OR DESTRUCTION OF PREMISES

Subsection 11. 1 - Repair of Damage.

If the Air Terminal Premises are damaged/destroyed in such a way that causes the CONCESSIONAIRE to be unable to operate its business at the Airport, as reasonably determined by the Executive Director, the charges payable herein under Subsection 4.1 and 4.2 shall abate immediately until such time as the said Premises are fully restored and certified by ENGLAND AUTHORITY as ready for occupancy. If the Air Terminal premises are not capable of being repaired within six (6) months from the time the damage occurred, CONCESSIONAIRE may terminate its obligations hereunder pursuant to the terms of Subsection 12.1 hereof.

Subsection 11. 2 - Limits of Obligations Defined.

It is understood that, in the application of the foregoing Subsection 11.1, ENGLAND AUTHORITY's obligations shall be limited to repair or reconstruction of the Terminal Building Premises to the same extent and of equal quality as obtained at the commencement of operations hereunder. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

Subsection 11.3 – Liability for Loss or Damage

In the event of damage to any part of the Premises, CONCESSIONAIRE shall assist the Airport in determining the cause of damage to ENGLAND AUTHORITY property. Should any part of the facilities or equipment be determined to have been damaged as the result of any act or omission of CONCESSIONAIRE, repair or replacement will be undertaken by ENGLAND AUTHORITY on CONCESSIONAIRE's behalf and the cost of such repair or replacement will be billed to CONCESSIONAIRE.

Subsection 11.4 – Limits of Liability

CONCESSIONAIRE represents that CONCESSIONAIRE fully assumes all risks incidental to the use thereof. The ENGLAND AUTHORITY shall not be liable to CONCESSIONAIRE for any damages or injuries to the property or person, or to the agents, employees or business visitors of CONCESSIONAIRE, which may result wholly or in part by CONCESSIONAIRE's operations or activities on the Premises, the acts of other third parties, or which may result from any condition of fire, construction, earthquake, flood, rainfall, or escape of water from any channel, regardless of the cause thereof.

SECTION 12 – CANCELLATION

Subsection 12.1 - Cancellation by CONCESSIONAIRE.

CONCESSIONAIRE may cancel this Concession and terminate its obligations hereunder upon sixty (60) days advance written notice, upon or after the happening of one or more of the following events and provided that CONCESSIONAIRE is not in default in the payment of any fees, charges or taxes to ENGLAND AUTHORITY:

(a) The permanent abandonment of the Airport as an airline terminal or the permanent removal of all certificated passenger airline service from the Airport.

(b) The inability of CONCESSIONAIRE to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by a competent governmental authority or court having jurisdiction over CONCESSIONAIRE or ENGLAND AUTHORITY, preventing CONCESSIONAIRE from operating its car rental business; provided, however, that such inability or such order, rule or regulations is not due to any fault of CONCESSIONAIRE.

(c) The breach by ENGLAND AUTHORITY in the performance of any covenant or agreement herein required to be performed by ENGLAND AUTHORITY and the failure of ENGLAND AUTHORITY to initiate a remedy for such breach for a period of sixty (60) days after receipt from CONCESSIONAIRE of written notice to remedy the same.

Subsection 12.2 - Cancellation by ENGLAND AUTHORITY.

The ENGLAND AUTHORITY may cancel this Concession and terminate all of its obligations hereunder upon thirty (30) days advance written notice and provided that the ENGLAND AUTHORITY is not in default, upon or after the happening of any of the following events:

(a) CONCESSIONAIRE shall file a voluntary petition in bankruptcy.

(b) Bankruptcy is instituted against CONCESSIONAIRE and CONCESSIONAIRE is thereafter adjudicated bankrupt pursuant to such proceedings.

(c) A court shall take jurisdiction of CONCESSIONAIRE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.

(d) A receiver of CONCESSIONAIRE's assets shall be an appointed.

(e) CONCESSIONAIRE voluntarily abandons the conduct of its car rental concession at the Airport for a period of thirty (30) days, except if such is due to a labor strike dispute in which CONCESSIONAIRE is involved.

(f) Any assignment is made by CONCESSIONAIRE for the benefit of its creditors.

(g) The breach/default by CONCESSIONAIRE of any of the covenants or agreements herein contained and the failure of CONCESSIONAIRE to remedy such breach/default during the cure time provided. If no cure time is otherwise provided, CONCESSIONAIRE shall have fifteen (15) days after the receipt of written notice of said breach/default by the ENGLAND AUTHORITY to cure same or, if it is not reasonably possible to cure such failure to perform within fifteen (15) days, for such additional time as may

be reasonably necessary, provided CONCESSIONAIRE commences the cure within the fifteen (15) day period and thereafter proceeds diligently to complete the cure. Should the breach/default continue after the lapse of said fifteen (15) day period, the ENGLAND AUTHORITY, at its sole option, may cancel this Concession, without forfeiture, waiver, or release of ENGLAND AUTHORITY's rights to any sum of money due or to become due under the provisions of this Concession.

(h) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict CONCESSIONAIRE, for a period of at least thirty (30) days, from its Airport operation.

Subsection 12.3 - Termination and Reletting.

Should there occur an early termination of this Concession pursuant to the terms of Subsection 12.2 hereof, the ENGLAND AUTHORITY shall have the right to enter the Premises and take possession thereof. CONCESSIONAIRE shall remain liable to the ENGLAND AUTHORITY for the full amount of all fees and charges, and shall continue to pay same until a Concession Agreement with another Concessionaire is granted by the ENGLAND AUTHORITY or until the last day of the Term of this Concession whichever sooner occurs.

SECTION 13 – NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Concession after a default of any the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Concession for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

SECTION 14 – SURRENDER OF POSSESSION

CONCESSIONAIRE shall, upon termination of this Concession, immediately quit and deliver up the Premises and privileges peaceably and quietly. CONCESSIONAIRE shall return the Premises in as good order and condition as on the commencement date, ordinary wear and tear excepted. The ENGLAND AUTHORITY shall have the right to use the performance bond or letter of credit identified in Section 10 to make any repairs to the Premises not considered ordinary wear and tear. CONCESSIONAIRE shall have the right to remove all of its furniture, fixtures and equipment, subject to the provisions in Subsection 5.3.

SECTION 15 – ASSIGNMENT, SUBLETTING, AND SURRENDER

CONCESSIONAIRE shall not at any time assign or convey this Concession, or any part thereof, without the prior written consent of ENGLAND AUTHORITY or sublet any part of the Premises; provided, however, that CONCESSIONAIRE may assign this Concession to any approved person, firm, or corporation with which CONCESSIONAIRE may merge or consolidate or which may succeed to the business of CONCESSIONAIRE.

SECTION 16 – INSPECTION OF PREMISES

The ENGLAND AUTHORITY or its duly authorized representatives, or agents, and other persons for it, may enter upon said Premises at any and all reasonable times during the term of this Concession for the purpose and conditions hereof or for any other purpose incidental to rights of ENGLAND AUTHORITY.

SECTION 17 – HOLDING OVER

Holding over said Premises after this Concession has terminated, in any manner other than approved by this Concession, is prohibited. In the event of such holding over, the ENGLAND AUTHORITY shall be entitled to remove CONCESSIONAIRE from AEX, using police power if necessary. CONCESSIONAIRE shall reimburse ENGLAND AUTHORITY for any costs associated with the forced removal of CONCESSIONAIRE from AEX.

SECTION 18 – QUIET ENJOYMENT

The ENGLAND AUTHORITY agrees that CONCESSIONAIRE, upon payment of the fees and charges and all other payments to be paid by CONCESSIONAIRE under the terms of this Concession and upon observing and keeping the agreements and covenants of this Concession on the part of CONCESSIONAIRE to be observed and kept, shall be allowed to lawfully and quietly hold, occupy, and enjoy the Premises during the Term of this Concession.

SECTION 19 – NONDISCRIMINATION

Subsection 19.1 General Civil Rights Provisions. In its activities within the scope of its airport program, the CONCESSIONAIRE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the CONCESSIONAIRE transfers its obligation to another, the transferee is obligated in the same manner as the CONCESSIONAIRE. The above provision obligates the CONCESSIONAIRE for the period during which the property is owned, used or possessed by the CONCESSIONAIRE and the ENGLAND AUTHORITY remains obligated to the Federal Aviation Administration.

Subsection 19.2 Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the CONCESSIONAIRE, for itself, its assignees and successors in interest (hereinafter referred to as the "CONCESSIONAIRE") agrees as follows:

(a) Compliance with Regulations: CONCESSIONAIRE (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, attached as Exhibit F, which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination: CONCESSIONAIRE, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. 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.

(c) 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 contactor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

(d) Information and Reports: 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 FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor 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 FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of CONCESSIONAIRE's noncompliance with the nondiscrimination provisions of this Agreement, the ENGLAND AUTHORITY will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(1) Withholding payments to the CONCESSIONAIRE under the contract until the CONCESSIONAIRE complies; and/or

(2) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions: The CONCESSIONAIRE will include the provisions of paragraphs A through F 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 take action with respect to any subcontract or procurement as the sponsor or the FAA 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 into any litigation to protect the interests of the sponsor. In addition, the CONCESSIONAIRE may request the United States to enter into the litigation to protect the interests of the United States.

Subsection 19.3 Clauses for Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

(a) 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:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this 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 Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) 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, the ENGLAND AUTHORITY will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

Subsection 19.4 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

(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 as a covenant running with the land 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 Title VI List of Pertinent Nondiscrimination Acts And Authorities.

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

SECTION 20 – ACDBE REQUIREMENTS

Subsection 20.1 ACDBE Plan and Reporting. In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, ENGLAND AUTHORITY has implemented an airport concession disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. Concessionaires are highly encouraged to give ACDBE Firms the maximum opportunity to participate on this concession. ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23. This Agreement is subject to a contract goal for ACDBE participation as per 49 CFR Part 23. The current contract goal is set at zero in accordance with the Department of Transportation's Frequently Asked Questions dated December 1, 2025. The contract goal may change commensurate with updated Federal regulations.

The CONCESSIONAIRE will be required to submit information concerning the ACDBE firm(s) that will participate in this concession, including the name and address of each firm, the annual estimated gross revenues to be earned by each named firm, a description of the legal arrangement(s) to be utilized, and the total overall estimated annual gross revenues to be earned by the concession.

Unless instructed otherwise by the ENGLAND AUTHORITY, CONCESSIONAIRE is not required to submit reports until a new goal has been established following completion of the reevaluation process. When reporting is required, CONCESSIONAIRE shall submit each quarter to the ENGLAND AUTHORITY DBE Office the AEX ACDBE Quarterly Payment and Participation Report for Car Rental Concessions. This report is due to the ENGLAND AUTHORITY DBE Office by the 20th day of April, the 20th day of July, the 20th day of October and the 20th day of January of each year of the contract. If the report is not received by the 30th day of the month in which it is due the ENGLAND AUTHORITY may impose a \$100.00 late filing penalty. Interest may be accrued on the penalty at a rate of 1.5% per month from the date such item was due to the date the report is received by the ENGLAND AUTHORITY DBE OFFICE.

Subsection 20.2 Nondiscrimination. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Subsection 20.3 Prompt Payment. The CONCESSIONAIRE agrees to pay each ACDBE & non-ACDBE under this contract for satisfactory performance of its contract/services within 45 days of the invoice date. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the ENGLAND AUTHORITY.

SECTION 21 – NO LIENS

CONCESSIONAIRE shall pay for all labor performed or materials furnished in the repair, replacement, development, or improvement of the Premises by CONCESSIONAIRE, and shall keep said Premises and CONCESSIONAIRE's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by CONCESSIONAIRE's act or omission.

SECTION 22 – HAZARDOUS MATERIALS

The term "Hazardous Materials" as used in this CRCA shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of ENGLAND AUTHORITY to any governmental agency or third party under any applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, all materials so defined in the federal Comprehensive Environmental Response Compensation Liability Act (CERCLA) and "hazardous waste" as defined in the federal Resource Conservation Recovery Act (RCRA), by all applicable Federal and State laws and regulations, and hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof.

CONCESSIONAIRE shall not cause, permit or suffer the storage, use, manufacture or transport of any Hazardous Material on the Premises.

SECTION 23 – ENVIRONMENTAL PROVISIONS

Subsection 23.1 CONCESSIONAIRE shall not use, store, transport, or dispose of any fuels, oil, grease, lubricants, or other Hazardous Materials to, from, within, or upon the Premises in a manner which violates any Federal, State or Local Laws.

Subsection 23.2 The ENGLAND AUTHORITY, by its officers, employees, agents, representative, contractor and furnisher of utilities and other services, shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the same for emergency repairs to the Service Facility, for environmental testing, and for any other purpose necessary for or incidental to or connected with the performance of the ENGLAND AUTHORITY's obligations hereunder, including, but not limited to, those obligations identified in "Section 6.1 – Maintenance" of this Agreement, or in the exercise of its governmental functions or in the ENGLAND AUTHORITY's capacity as owner of AEX. The ENGLAND AUTHORITY shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless the CONCESSIONAIRE has consented to disclosure or has publicly released such information

Subsection 23.3 CONCESSIONAIRE, at the request of the ENGLAND AUTHORITY, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the CONCESSIONAIRE has prepared pursuant to any Federal, State and Local Laws or Regulations or submitted to any governmental regulatory agency; provided, that such documents and materials related to environmental issues or Federal, State and Local Laws or Regulations and are pertinent to the ENGLAND AUTHORITY or the Leased Premises. If any Federal, State and Local Laws or Regulations require the CONCESSIONAIRE to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Leased Premises or the Airport, the CONCESSIONAIRE shall provide a copy of such report or notice to the ENGLAND AUTHORITY and, to the extent practicable, shall receive the approval of the ENGLAND AUTHORITY prior to submitting such notice or report to the appropriate governmental agency.

Subsection 23.4 CONCESSIONAIRE agrees and acknowledges that its obligations and duties to indemnify, defend and hold ENGLAND AUTHORITY, its agents, officers, and employees harmless, as set forth in Section 9 and other portions of this CRCA, do also encompass and specifically include indemnifying, defending, and holding harmless ENGLAND AUTHORITY, its agents, officers, and employees from and against any loss, damages, liabilities, judgments, claims, expenses, penalties, costs, and attorneys' and consultants' fees arising out of or involving the release of, or contamination to or the Premises of any Hazardous Material caused by any wrongful, intentional, or negligent acts or omissions of the CONCESSIONAIRE, or its (their) agents which may arise out of or are connected with the activities covered by this CRCA, provided, however, CONCESSIONAIRE shall have no liability under this CRCA with respect to the storage, manufacture, disposal, transport, release, or underground migration of any Hazardous Material under the Premises not caused by CONCESSIONAIRE or its (their) agents, nor shall CONCESSIONAIRE be liable for any Hazardous Materials that existed in, on or under the Premises prior to CONCESSIONAIRE's occupancy of the Premises, or from an identified location on the property adjacent to the Premises. CONCESSIONAIRE'S obligations hereunder shall include, but not be limited to, the effects of any contamination or injury to any person, property or the environment created or suffered by CONCESSIONAIRE, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this CRCA. Any such work shall be at CONCESSIONAIRE'S sole cost and in accordance with a cleanup or remediation plan, approved in writing by the ENGLAND AUTHORITY and in accordance with any applicable environmental statutes and regulations or as otherwise required pursuant to any Federal, State and Local Laws or Regulations or submitted to any governmental regulatory agency. No termination, cancellation or release agreement entered into by ENGLAND AUTHORITY and CONCESSIONAIRE shall release CONCESSIONAIRE from its obligations under this CRCA with respect to Hazardous Materials, unless specifically agreed to by ENGLAND AUTHORITY in writing at the time of such agreement.

Subsection 23.5 The ENGLAND AUTHORITY complies with the Federal Clean Water Act and must maintain a General Permit-National Pollutant Discharge Elimination Systems (NPDES) Industrial Stormwater Discharge Permit issued by the Louisiana Department of Environmental Quality (LDEQ). The permit is implemented through a Storm Water Pollution Prevention Plan (SWPPP) and a Storm Water Management Plan (SWMP). These plans identify specific best management practices the Airport and tenants must employ to prevent storm water pollution.

The CONCESSIONAIRE shall not engage in any activity that results in a permit being exceeded for specific pollutants based on the amount of leased building space. The ENGLAND AUTHORITY may require reduction or elimination of activities as needed to meet permit requirements, as identified by the ENGLAND AUTHORITY and at no additional compensation. As a matter of best management practice the:

(a). CONCESSIONAIRE shall reduce non-storm water discharges to the maximum extent practicable by:

(1) Inspecting vehicles and any equipment, stored on the Premises, for leaks frequently – repair leaks promptly;

(2) Cleaning up and properly disposing of spills – notifying the ENGLAND AUTHORITY immediately of any spills of hazardous materials; and

(3) Educating employees in the reduction of storm water pollution by sound environmental practices.

(b). CONCESSIONAIRE shall be responsible for fines assessed against the ENGLAND AUTHORITY by LDEQ as a result of negligent activities by the CONCESSIONAIRE or its employees. The following practices are prohibited on the Premises:

(1) Hosing down any exterior area where wash water will discharge to a storm drain or conveyance ditch; and

(2) Washing, waxing, cleaning or repairing vehicles on the Premises in areas other than the wash bays and service bays designated for such activities. Any exception must be specifically approved in advance by the ENGLAND AUTHORITY.

(c). Storm Water Pollution Prevention Plan. CONCESSIONAIRE, in conjunction with other CONCESSIONAIRES, shall abide by the ENGLAND AUTHORITY's Stormwater Pollution Prevention Plan (SWPPP) and Storm Water Management Plan (SWMP).

SECTION 24 – WAIVERS

No waiver of default by ENGLAND AUTHORITY of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by CONCESSIONAIRE shall be construed as or operate as a waiver by ENGLAND AUTHORITY of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by CONCESSIONAIRE.

SECTION 25 – NOTICES

All notices provided for herein shall be in writing. Any notice permitted or required to be served upon CONCESSIONAIRE may be served upon it at:

provided, however, that if CONCESSIONAIRE shall give notice in writing to ENGLAND AUTHORITY of any change in said address, then and in such event such notice shall be given to CONCESSIONAIRE at such substituted address. Any notice permitted or required to be served upon ENGLAND AUTHORITY may be served upon it at:

Executive Director

Alexandria International Airport

1611 Arnold Drive
Alexandria, LA 71303-5636

provided, however, that if ENGLAND AUTHORITY shall give notice in writing to CONCESSIONAIRE of any change in said address, then and in such event such notice shall be given to ENGLAND AUTHORITY at such substituted address. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) five (5) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) upon the date delivered by a nationally recognized overnight courier service as evidenced by tracking from such carrier.

SECTION 26 – WAIVER OF CLAIMS

CONCESSIONAIRE hereby waives any claim against AEX, the ENGLAND AUTHORITY, its commissioners or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Concession or part thereof, or by any judgment or award in any suit or proceeding declaring this Concession null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 27 – POLICE AND FIRE PROTECTION

The ENGLAND AUTHORITY shall provide, or cause to be provided, during the term of this Concession, all proper and appropriate public fire and police protection similar to that afforded to other tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. CONCESSIONAIRE shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by CONCESSIONAIRE, shall not in any way be construed to limit or reduce the authority of ENGLAND AUTHORITY hereunder.

SECTION 28 – CONCESSION SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Concession is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the ENGLAND AUTHORITY and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the ENGLAND AUTHORITY for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Alexandria International Airport. Should the effect of such agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, ENGLAND AUTHORITY shall terminate this Concession.

SECTION 29 – RIGHTS AND PRIVILEGES OF THE ENGLAND AUTHORITY

(a) ENGLAND AUTHORITY shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which CONCESSIONAIRE agrees to observe and obey, with respect to the use of AEX, Airport Terminal Building, Service Facility and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, present rules and regulations of the FAA and future changes prescribed from time to time by the FAA.

(b) CONCESSIONAIRE is aware that its patrons may improperly park its rental cars on Airport property and CONCESSIONAIRE acknowledges that the ENGLAND AUTHORITY has the right and obligation to issue citations and tow away such improperly parked vehicles so as to protect and preserve for the public the orderly flow of traffic at AEX.

(c) CONCESSIONAIRE shall be subject to and hereby agrees to cause to be paid by its patrons or to promptly pay on their behalf without protest, any and all such penalties imposed by such citations and, in addition, to promptly pay the charges of any tow services imposed by ENGLAND AUTHORITY with respect thereto. Any default by CONCESSIONAIRE in payment of said penalties and towing charges shall constitute a breach of this Concession. If any of CONCESSIONAIRE's vehicles are parked in the public parking lots on the Airport, the parking operator shall not release said vehicle until the appropriate parking charges therefore are paid. CONCESSIONAIRE shall expressly inform its patrons of the applicable parking regulations on the Airport and the penalties and towing charges for violations thereof for which the patrons and CONCESSIONAIRE are liable.

(d) The ENGLAND AUTHORITY's Executive Director or their designee is hereby designated as its official representative for the enforcement of all provisions in this Concession with full power to represent the ENGLAND AUTHORITY with dealings with CONCESSIONAIRE in connection with the rights herein granted.

(e) All actions relating to policy determination, modification of this Concession, subsequent permissive authorization under this Concession, termination of this Concession, and any similar matters affecting the terms of this Concession shall emanate from the ENGLAND AUTHORITY.

(f) ENGLAND AUTHORITY may enter upon the Premises, now or hereafter at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental functions.

(g) ENGLAND AUTHORITY reserves the right to further develop or improve the landing and public areas, including Terminal and ramp space, of AEX as it sees fit, regardless of the desires or views of CONCESSIONAIRE, and without interference or hindrance.

(h) During the time of war or National Emergency, ENGLAND AUTHORITY shall have the right to lease the landing area of AEX, or any part thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this Concession insofar as they are inconsistent with the provision to the Government, shall be suspended.

(i) ENGLAND AUTHORITY may from time to time increase the size or capacity of Terminal Building or make alterations thereof or close them or any portions, either temporarily or permanently, provided notice is given to CONCESSIONAIRE.

(j) This Concession at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport certification or Security Requirements, 14 CFR Part 139 and 49 CFR Part 1542 respectively, result in major expenditures to the ENGLAND AUTHORITY due to CONCESSIONAIRE's operations at AEX. If said renegotiation is mandated, written notice shall be given to CONCESSIONAIRE thirty (30) days prior to such renegotiations.

(k) The ENGLAND AUTHORITY reserves the right to add, subtract or re-designate ready and return parking blocks and relocate the Premises and related areas should that be necessary, with thirty (30) days advance written notice to CONCESSIONAIRE.

Said Premises shall be, to the extent practicable, of similar size and as conveniently located. The Rent, as applicable, shall be recalculated and adjusted based on the new area of the substitute Premises. If the ENGLAND AUTHORITY elects to relocate CONCESSIONAIRE during the term of this Agreement, the ENGLAND AUTHORITY will reimburse reasonable and necessary costs associated with the relocation as determined by the ENGLAND AUTHORITY in advance of the relocation. The MAG, however, shall not be adjusted. The ENGLAND AUTHORITY will not be liable for the costs associated with the moving or reinstallation of CONCESSIONAIRE's equipment, fixtures or improvements that were not specifically relocated at the request of the ENGLAND AUTHORITY.

(l) The ENGLAND AUTHORITY shall not be obligated to, but reserves the right, to permit off-Airport Rental Car companies to operate or conduct business at Airport. Concessionaire acknowledges that ENGLAND AUTHORITY may enter into agreements and/or permits with companies providing rental car services from fixed based operator locations and off-Airport locations.

SECTION 30 – COMPLIANCE WITH ENGLAND AUTHORITY'S DEVELOPMENT STANDARDS AND CONSTRUCTION REQUIREMENTS

With respect to any development and construction on the Premises, CONCESSIONAIRE shall at all times comply with development standards adopted by the ENGLAND AUTHORITY and the Executive Director.

SECTION 31 – TERMS BINDING UPON SUCCESSORS

All the terms, conditions, and covenants of this Concession shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment herein before set forth.

SECTION 32 – CONCESSION MADE IN LOUISIANA

This Concession has been made in and shall be construed in accordance with the laws of the State of Louisiana. All duties, obligations, and liabilities of the ENGLAND AUTHORITY and CONCESSIONAIRE with respect to the Premises are expressly set forth herein and this Concession can be amended only in writing and agreed to by both parties.

SECTION 33 – ETHICS

All proposals and leases shall be subject to the codes, provisions and interpretations of the Louisiana Ethics Law, Louisiana Revised Statutes Title 42 Chapter 15.

SECTION 34 – HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Concession.

SECTION 35 – FORCE MAJEURE

Neither party shall be considered in default of the performance of its obligations under this CRCA to the extent that the default arises out of and the performance is prevented or delayed by any force majeure, including but not limited to fires, accidents, acts of God or other causes beyond the control of either party.

SECTION 36 – MORE FAVORABLE TERMS

In the event the ENGLAND AUTHORITY shall enter into any lease or agreement with another rental car operator within the Terminal Building, that agreement will not contain more favorable terms than this CRCA, unless the same rights, privileges and favorable

terms are concurrently made available to CONCESSIONAIRE.

IN WITNESS, WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

ATTEST:

CONCESSIONAIRE:

By: _____

By: _____

Date: _____

ATTEST:

**ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT
DISTRICT**

By: _____

By: _____

Date: _____

SAMPLE

EXHIBIT A – CAR RENTAL COUNTER LOCATIONS

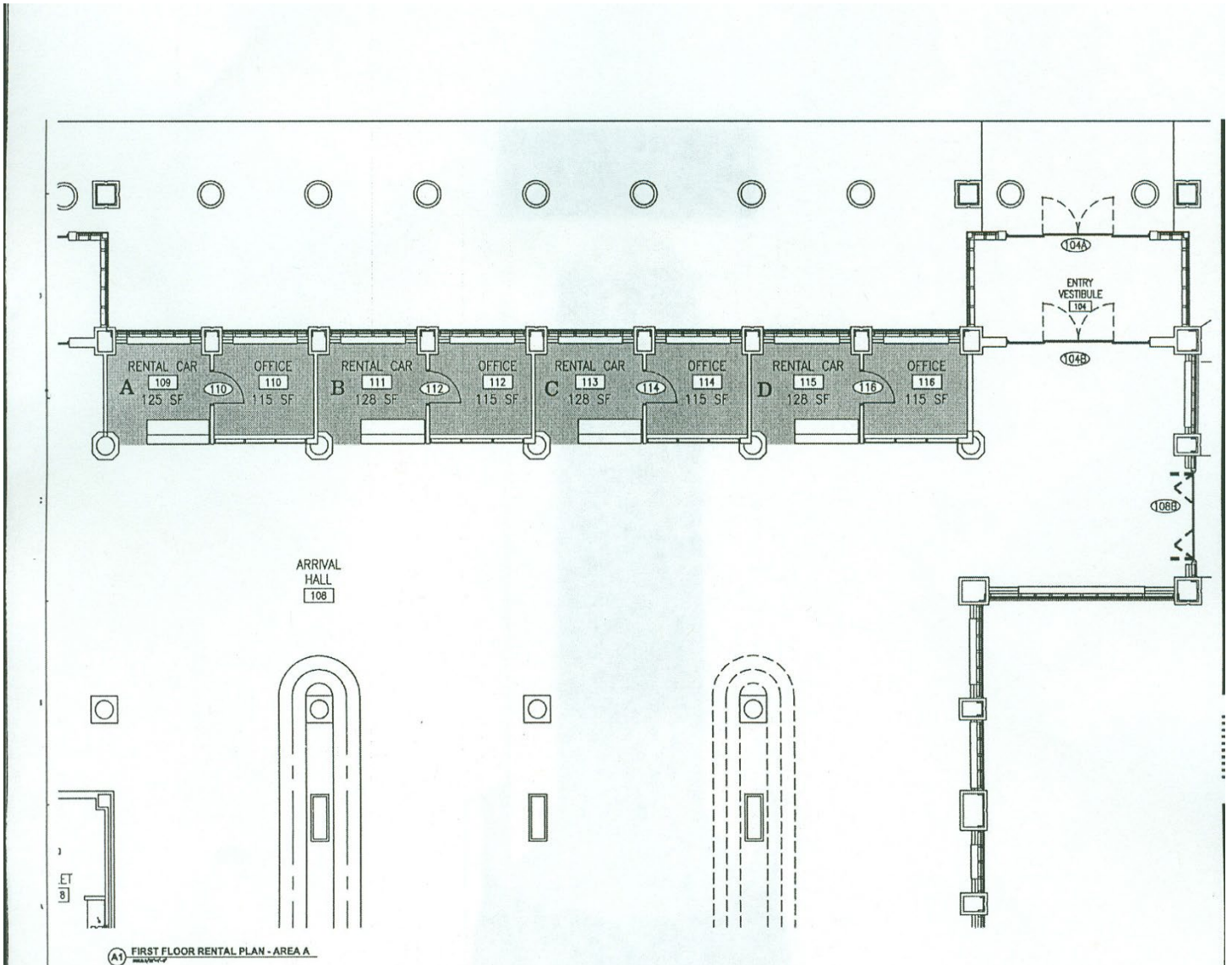


EXHIBIT B – READY AND RETURN PARKING BLOCKS

EXHIBIT B(1) or B(2) or B(3) from the Request for Proposals

SAMPLE

EXHIBIT C – SERVICE FACILITY

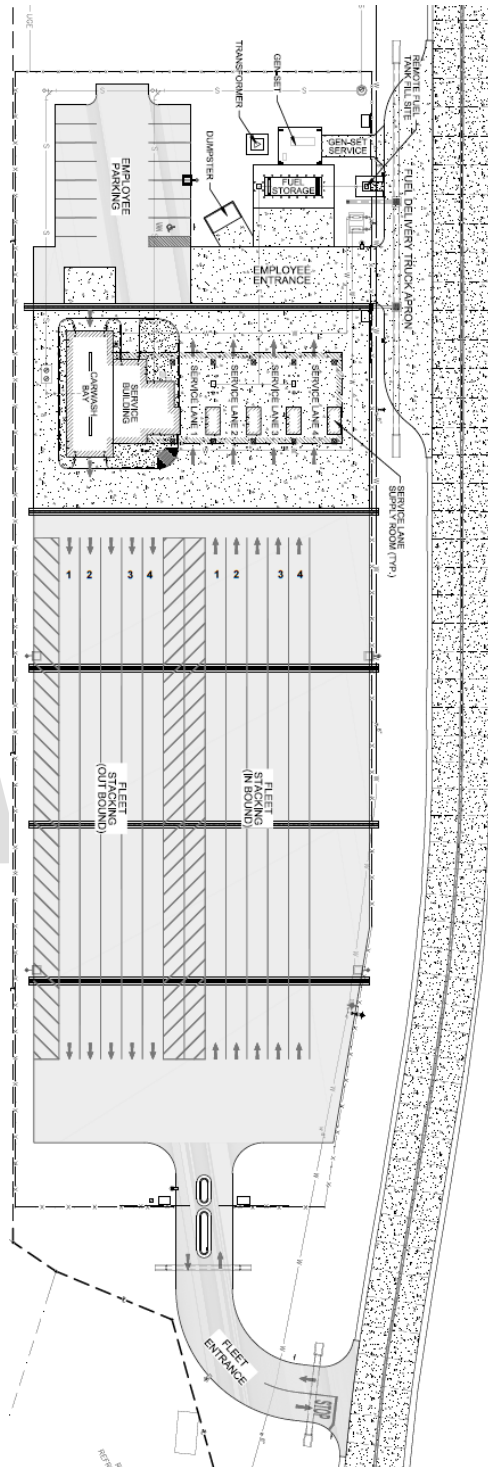


EXHIBIT D – RENTAL CAR SERVICE FACILITY – RENT AND O&M BUDGET

England Economic and Industrial Development District				
Alexandria International Airport (AEX)				
Rental Car Service Facility				
O&M Budget - January - December 2027				
		Service	Fueling	
		Facility	Facility	Total
	IT/SOFTWARE SERVICES	\$ 2,300	\$ -	\$ 2,300
	STAFF TIME	15,000	1,500	16,500
	OTHER SERVICES	650	-	650
	INSURANCE	9,775	1,725	11,500
	MAINTENANCE - EQUIPMENT	22,500	1,500	24,000
	MAINTENANCE - OTHER	3,000	-	3,000
	SUPPLIES - OPERATING	7,000	-	7,000
	PESTCONTROL	500	-	500
	UTILITIES - ELECTRIC/GAS/WATER	20,500	1,500	22,000
	UTILITIES - TELEPHONE	6,500	-	6,500
	UTILITIES - WASTE COLLECTION	1,500	-	1,500
	Subtotal O&M Expenses	\$ 89,225	\$ 6,225	\$ 95,450
	Reserve for Major Repair & Replacement			
	12 month reserve to be funded across 5 years	\$ 17,845	\$ -	\$ 17,845
	Less 50% of 12 month reserve to be funded by CFCs			
	to the extent they are available	\$ (8,923)	\$ -	\$ (8,923)
	O&M Budget - January - December 2027	\$ 98,148	\$ 6,225	\$ 104,373

EXHIBIT E - GROSS REVENUE REMITTANCE FORM

Alexandria International Airport

Automobile Rental Sales

Month: _____

Concessionaire Name _____

Gross Automobile Rental Sales _____

Other _____

Total Gross Revenue _____

Percentage _____ **12%**

Total Percentage Fee _____

Minimum _____

Amount Due (Percentage Rent or
Minimum, whichever is greater) _____

Number of Transactions _____

Number of transaction days for rented
Automobiles _____

Customer Facility Charges (CFC) Rate _____

Total CFC Payment _____

Total Payment (Concession Fee & CFC) _____

I, _____, do hereby certify that the above statement is true in accordance with our agreement.

Authorized Representative

EXHIBIT F – TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, the CONCESSIONAIRE, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONCESSIONAIRE") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).