

**READY PREP EQUIPMENT LEASE AGREEMENT
(Orlando International Airport)**

This **READY PREP EQUIPMENT LEASE AGREEMENT** ("**Agreement**") is made this 28th day of April, 2022 (the "**Effective Date**"), between, Conrac Solutions Operators, LLC, an Alaska limited liability company, 918 Powell Ave. SW, Suite 125, Renton, WA 98057 (alternatively "**CS Operators**" or "**Lessor**") and the Greater Orlando Aviation Authority (the "**Authority**" or "**GOAA**") operator of Orlando International Airport, One Jeff Fuqua Boulevard, Orlando, Florida 33827 ("**Airport**," "**MCO**" or "**Lessee**"). When used to refer to an entity rather than a place, the words "**Airport**," "**MCO**," "**Authority**," "**GOAA**" and "**Lessee**" each refer interchangeably to either or both entities as empowered with respect to the pertinent subject matter. Lessor and Lessee are collectively referred to as herein as the "**Parties**" and each individually as a "**Party**."

Lessor acknowledges that it is the intent of Lessee to make the Equipment available for use by certain rental car concessionaires operating on-Airport at MCO and that choose to use the Equipment ("**RACs**"), and Lessee acknowledges that all obligations and duties of Lessor hereunder are expressly limited to the obligations set forth herein and shall be conditioned upon the agreement and compliance by such RACs with the requirements described in Section 6 of this Agreement and those certain Rental Automobile Concession Agreements by and between the Lessee and the respective RACs, as supplemented and amended from time to time (the "**RAC Agreement**"), and particularly as supplemented by Amendment No. 1 to be negotiated and executed by and between the RACs and the Lessee, before the Equipment defined below is placed into operation (the "**STC QTA Amendment**" and together with the RAC Agreement, the "**RAC/STC QTA Agreement**") as may be amended from time to time, in accordance with the provisions of this Agreement and the RAC/STC QTA Agreement. The RAC/STC QTA Agreement, or any other agreement authorizing a RAC to use the Equipment shall make the RACs each responsible and contractually obligated to, without limitation, pay at market rates:

1. the cost to repair any and all damage to any portion of the Equipment caused by the RAC, it's agents, employees contractors or invitees;
2. all other costs of operating the Equipment allocated to each RAC by Lessor either (i) according to the proportionate share of total car wash cycles completed by the Equipment that are allocated to each RAC (each RAC's "**Usage Share**"), or (ii) by measurement or metering of the respective actual use by each RAC or use by or at its allocated portion of the Equipment, including without limitation:
 - a. the cost of all consumables, including, without limitation, car wash soap, washer fluid and gasoline;
 - b. the cost of all utility services, including without limitation, electricity, water, sewer, telephone, internet access, trash service;
 - c. the cost of all taxes, license fees, assessments (other than income taxes) which are imposed or levied upon the Equipment or the operations at the Site;
 - d. all other Equipment operating costs or Site maintenance costs, other than ordinary maintenance of the Equipment, performed by Lessor.

The RAC/STC QTA Agreement shall become automatically incorporated herein by reference upon its full execution.

CONTRACT DETAILS

1) Contract Term.

a) This Agreement is entered into as of the Effective Date by and between Lessor and Lessee. The initial term of this Agreement shall commence on the Effective Date and continue through the date that is third (3rd) anniversary of the Placed-in-Service Date (as such term is defined below). The three-year period commencing on the Placed-in-Service Date and ending on the third anniversary of such date is referred to herein as the "**Contract Term.**" As used herein, the "**Placed-in-Service Date**" shall mean the date upon which the Lessee, based receipt of a written confirmation from the Lessee's Consultant, accepts delivery from Lessor of the fully installed, set-up, commissioned and activated Equipment described in Exhibit A attached hereto ("the "**Equipment**"), in accordance with the provisions of Section 5(c) hereof. This Agreement shall automatically terminate upon the end of the Contract Term.

b) Notwithstanding anything to the contrary contained elsewhere herein, the Parties shall have the right to terminate this Agreement subject to and in accordance with the provisions set forth in Section 14 herein by providing written notice ("**Termination Notice**"). In the event this Agreement is terminated as provided in the preceding sentence, this Agreement shall terminate upon the date set forth in the Termination Notice ("**Effective Termination Date**") and the Parties shall thereafter be released from all obligations hereunder, except with respect to (i) any earned Annual Equipment Rent due and owing to the Lessor, (ii) obligations of the Parties which shall have accrued prior to the Effective Termination Date (iii) and any other obligations of the Parties which survive the expiration or earlier termination of this Agreement, including particularly Lessor's obligation to decommission and remove all Equipment in the manner described in Section 7(b) hereof.

c) All obligations hereunder which cannot be ascertained to have been fully performed prior to the end of the Contract Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon a Party hereunder shall be deemed to extend to that Parties' agents, employees, officers, directors, partners, guarantors, contractors, and subcontractors and the Party shall cause any such persons or entities to comply therewith. Lessor shall include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Lessor with respect to its activities and operations at the Airport.

d) At any time, after the Placed-In-Service Date, Lessee shall have the option to purchase all or a portion of the Equipment from the Lessor at a discounted price mutually agreed to by the Parties that takes into account, wear and tear, useful life, and the value of Lessee's investment in the preparation of the Site and installation of the Equipment

2) Payments.

a) Lessee agrees to pay directly to Lessor:

- (i) a Down-Payment of \$1,274,108 due upon the Effective Date;
- (ii) an Initial Installation Charge of \$191,690, payable upon the Placed-In-Service Date;
- (iii) Three annual payments of \$752,073 for equipment rental and common operations service charge, plus any applicable tax charged with respect to each such payment ("**Annual Equipment Rent**") due initially on the Placed-in-Service Date, and on the first and second anniversaries of such date; and
- (iv) any and all other applicable sales or use taxes incurred directly by Lessee or which Lessor is obligated to collect from Lessee and remit to any taxing authority (but not personal property or income taxes) payable to any governmental jurisdiction on any of the above charges.

b) Lessee shall make all payments set forth in Section 2(a) above to the Lessor, without need for invoicing, in accordance with the payment instructions provided by Lessor to Lessee from time to time. Lessor may impose, and Lessee agrees to pay, a late fee in the amount of five percent (5%) of the Annual Equipment Rent for any payments received by Lessor more than five (5) business days after the scheduled due date. Lessee may make payment by automated bank payments (ACH); provided such payment method shall be in conformity with the Lessee's accounts payable standards.

3) **Entire Agreement.**

This Agreement shall constitute a legally binding contract by and between Lessor and Lessee and their respective heirs, successors, and assigns in accordance with the terms and conditions set forth herein. This Agreement contains the entire agreement of the Parties relating to the Equipment and may not be changed, modified, or discharged, except as provided in written numbered amendment signed by both Parties. This Agreement, together with the Exhibits attached hereto, and any prior agreements, representations or statements made with respect to the subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein. This Agreement shall control conflicting terms in any other document including but not limited to the RAC/STC QTA Agreement and Lessee-issued purchase orders or checks.

4) **Equipment.**

a) "**Equipment**" means all the equipment described in Equipment List attached as Exhibit A, which is fully incorporated herein by this reference, and all replacements and accessions. Lessee acquires no ownership, title, or property rights or interest in the Equipment, except the right to authorize use by the RACs of the same in accordance with and subject to the terms and conditions in this Agreement and the RAC/STC QTA Agreement, and in compliance with any policies that Lessor may reasonably establish from time to time.

b) Each Party agrees to, at its own expense, keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of their respective creditors and other

persons. Lessee and Lessor shall have the right from time to time, during reasonable business hours, to enter upon the premises where the Equipment is located for the purpose of inspecting and servicing the Equipment, and each Party shall take all commercially reasonable actions, promptly upon the other Party's request from time to time, to grant such access.

5) Site Preparation, Equipment Installation and Utilities.

- a) Lessee shall provide Lessor access to the site shown in the approximate facility configuration and site layout attached as Exhibit B (the "Site" and "Site Layout," respectively) graded flat and paved with asphalt pavement engineered and installed to according to medium-duty parking lot standards and codes prevailing at the Site, with the applicable drainage and other code-compliant general conditions, lighting, and other Site requirements as may be required by any applicable codes, included with all Site preparation and improvements identified as Lessee's responsibility on the responsibility matrix attached as Exhibit C. Lessee shall continue to have exclusive responsibility for all maintenance of the Site drainage and other code-compliant general Site conditions, lighting, and security and any other Site requirements as may be required by any applicable codes or Lessee or RAC user requirements; provided, however that Lessee shall not be responsible for costs incurred for any maintenance obligations for Site conditions that arise due to damage or actions by the Lessor or the RACs.

Lessee's preparation of the Site shall provide access to the following utility services: water, storm sewer, sanitary sewer, electric, telephone, and cable or other broadband internet, to the demarcation point(s) identified in the Site Layout attached as Exhibit B.

- b) Lessor shall deliver the Equipment to the Site and install, set-up, commission and activate the Equipment as specified on the Site Layout with a target Placed-In-Service Date of the later of November 1, 2022, or sixty (60) days after Lessee notifies Lessor that the Site has been fully prepared by Lessee in accordance with (a) of this Section 5 and is available to Lessor for installation of the Equipment, which notice Lessee shall provide to Lessor not later than September 1, 2022. Lessee will provide earlier access to portions of the Site as may be feasible without interference in Site preparation.

The Parties acknowledge that Lessor has no control over the availability or feasible delivery schedule (without premium charges for expedited delivery) of the Equipment components identified on Exhibit A or issuance of any required governmental permit, and Lessor shall have no responsibility or liability for component deliveries or permitting delays that impair Lessor's reasonable ability meet the target date for Equipment installation, set-up, commissioning and activation. After consultation with the RACs and prior written approval of Lessee, which shall not be unreasonably withheld, conditioned or delayed, Lessor shall have the discretion to modify installed configuration of the Equipment from that shown in the Site Layout for code compliance, improved functionality of the equipment, user efficiency, or any other reasonable consideration. Lessor shall not be responsible for installation of utility service necessary to operate the Equipment. Lessor and Lessee agree that under the RAC/STC QTA Agreement, the RACs shall be responsible for paying all utility service charges attributable to the Site and to the Equipment's operation and to whatever extent Lessor may be a utility customer at

the Site, it will do so solely for the purposes of passing utility costs through to the RACs allocated among the RACs according to Usage Share. The Parties hereto shall cooperate in enforcement of the obligation of the RACs to pay their allocated portion of all such costs; Lessor shall be responsible with respect to utilities only for connection of the Equipment to utility services provided by Lessor under (a) of this Section 5.

- c) Within five (5) business days of Lessor's written notification to Lessee of Lessor's completion of the installation, set-up, commissioning and activation of the Equipment, Lessee shall inspect or shall cause its consultant to inspect the Equipment and notify Lessor in writing of any failure of the Equipment or installation to satisfy the terms of this Agreement ("**Defects**"). Lessor shall then have ten (10) days to cure any such Defects. Upon Lessor's notice of completion of all required action to cure any such Defects, Lessee shall then have three (3) business days to inspect the installation of the Equipment and provide Lessor written notice of any new or remaining Defects, which Lessor shall then have ten (10) days to cure. Failure of the Lessor to cure any and all Defects identified by the Lessee or its consultant in accordance with this Section 5(c) shall constitute a material covenant default under this Agreement.

All aspects to the Equipment and installation not so identified by Lessor as deficient shall conclusively be deemed accepted by Lessor "As-Is."

- 6) **RAC Use of Equipment.** The Parties agree that the RAC/STC QTA Agreement, will require the user RACs, as a term and condition for use of the Equipment, to comply with (1) space and any facility usage allocation which Lessee shall determine, as well as any provision for reallocation from time-to-time, (2) any safety, efficiency, Equipment protection or other rules for operation of the Equipment at the Site as shall be set forth in the RAC/STC QTA Agreement, and , or as may reasonably be established in writing by Lessor and approved in writing by Lessee, which approval will not be unreasonably withheld, conditioned or delayed, relating to operation of the Equipment, including without limitation rules relating to:

- a) Lessor supply of and RAC payment for all consumable products and supplies necessary for or used in operation of the Equipment;
- b) RAC entry into and compliance with the RAC/STC QTA Agreement;
- c) RAC employee and agent training reasonably required by Lessor for use of respective components of the Equipment;
- d) RAC responsibility and payment for any and all damage to or excessive wear and tear on the Equipment due to negligent use or intentional misuse of the Equipment; and
- e) RAC compliance with, and cooperation with each other and Lessee and Lessor with respect to, space and facility usage allocation and reallocation, if any.

7) **Maintenance; Liability for Equipment; Removal upon Contract Expiration.**

- a) Lessor shall maintain the Equipment at its expense in good operating condition, and Lessor shall make all repairs and replacements necessary for the operation of the

Equipment upon any reasonable request by the RACs or the Lessee, or at any time, on Lessor's own preventive maintenance schedule or other election.

- b) Under the RAC/STC QTA Agreement, each RAC shall pay be responsible for and pay on demand the costs of all repairs, replacement parts, and labor attributable to abuse or negligent operation or care of the Equipment by their respective agents, or employees, as determined by Lessor in its sole discretion, and Lessee shall cooperate and facilitate in Lessor's collection from any RAC, its agents, or employees, of each RAC's Usage Share of all such costs, including making non-payment a default under the respective RAC's concession agreement with Lessee. Provided, however that Lessee's cooperation and facilitation shall not require the Lessee to become financially responsible for any portion of any RAC's Usage Share. The Lessee and the RACs shall not alter or disfigure any of the Equipment or alter, modify or cover up any marks of identification supplied by Lessor. The Lessee and the RACs shall not move or transport any of the Equipment from the location set forth in this Agreement without the prior written consent of Lessor. The Lessee shall have no liability for or obligations with respect to the costs of any and all repairs, replacement parts, and labor attributable to abuse or negligent operation or care of the Equipment by the Lessor, the RACs, or their respective agents, or employees.
- c) Upon the end of the Contract Term or a prior Termination Effective Date, in accordance with the terms of this Agreement, unless other arrangements are agreed upon in writing by the Parties hereto, Lessor shall disassemble, decommission and remove the Equipment, leaving the Site in substantially the same condition as immediately preceding installation of the Equipment, ordinary wear and tear and any damage caused by Lessee or any RAC anyone other than Lessor excepted.

8) Indemnification and Insurance; Damage and Destruction of Equipment.

a) Indemnification.

Lessor shall indemnify, defend and hold completely harmless the Lessee, the City of Orlando, Florida (the "City") and the members (including, without limitation, all members of the governing board and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly or indirectly out of the access, use, occupancy of Airport and the Site, including the Equipment thereon, or Lessor's operations at the Airport or in connection with any of Lessor's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of Lessor or its officers, directors, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred, or (b) arising out of the failure of Lessor to keep, observe or perform any of its obligations under this Agreement. This indemnification shall not apply to the extent that any claims, damages, losses, and expenses arise from acts or omissions of Lessee. The Lessee shall give Lessor reasonable notice of any suit or claim for which indemnification will be

sought under this Indemnification section, allow Lessor or its insurer to compromise and defend the same to the extent of its interests (subject to the Lessee's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Indemnification section, Lessor shall use counsel reasonably acceptable to the Lessee. Nothing herein shall be deemed a waiver by Lessee of its sovereign immunity rights under the laws of the State of Florida.

b) Liability Insurance.

1. At its sole expense, Lessor shall maintain the following insurance throughout the Contract Term, including any extensions or renewals, and such insurance will apply to Lessor, its employees, agents, and representatives.
 - a. Commercial general liability insurance covering property damage and bodily injury (including death) and including, but not limited to, premises, products and completed operations, and contractual liability with limits of liability of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence. This insurance shall not be written on a claims-made basis.
 - b. Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned and hired, used in conjunction with the operations performed at the Airport resulting in property damage or bodily injury (including death) in the amount of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident.
 - c. Workers compensation and employers liability insurance covering all Lessor's employees who will be engaged at the Airport with statutory limits in accordance with Florida law, and employer's liability with policy limits not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) for disease each employee and One Million Dollars (\$1,000,000) for disease policy limit. If the Lessor is self-insured, the Lessor shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Lessee will not accept State of Florida exemptions.
 - d. Pollution legal liability insurance covering the City and the Lessee in an amount not less than Three Million Dollars (\$3,000,000.00) per claim in the aggregate each policy term. The pollution legal liability policy shall be in effect throughout the Contract Term and any renewals or extensions with tail coverage of not less than three (3) years. The policy shall include coverage for bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of contaminants or pollutants and shall include groundwater pollution and soil pollution.
2. Lessor agrees to the following as it relates to all above required insurance:

- a. Self-insured retentions or deductibles shall not exceed One Hundred Thousand Dollars (\$100,000.00);
- b. The insurance shall be primary and not contributory to any other valid and collectible insurance the Lessee may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only;
- c. Insurance shall be carried with an insurance company or companies that have a current minimum A.M. Best rating of B+ or better and said policies shall be in a form acceptable to Lessee;
- d. All insurance required for this Agreement shall contain a waiver of subrogation clause, as allowed by law, in favor of Lessee and the City;
- e. Prior to the Effective Date or the installation of any Equipment by Lessor or its contractors, agents, or representatives, above insurance shall be in place;
- f. A properly completed and executed certificate(s) of insurance on an ACORD form or its equivalent, evidencing all insurance policies obtained by Lessor shall be furnished to the Lessee at least fifteen (15) days prior to the Effective Date or any installation of any Equipment by Lessor at the Site, whichever first occurs, and each renewal thereafter during the term of this Agreement and its renewal/extension. Lessor acknowledges that any acceptance of certificate of insurance by Lessee does not waive any obligations herein this Agreement.
- g. Lessor shall provide Lessee immediate written notice upon Lessor's knowledge, but not less than 30 days, of any adverse material change in Lessor's required insurance coverage. For purposes of this section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, any increase in the Lessor's self-insured retention or deductible, or any non-renewal or cancellation of required insurance;
- h. Commercial general liability, automobile liability and pollution legal liability insurance shall name Lessee and City and their members (including, without limitation, all members of the governing board and the advisory committees of each), officers, employees and agents of each as additional insureds;
- i. Lessee's Chief Executive Officer shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Contract Term, and Lessor shall comply with all reasonable requests of Lessee's Chief Executive Officer with respect thereto.

c) Property Insurance.

- 1. The Lessee may, at its option, maintain property insurance on its own assets on the Site and other property at the Airport, but it is expressly understood that such insurance shall not cover the Equipment or other contents, including property of Lessor.
- 2. At its sole expense, Lessor shall maintain property insurance or self-insure all Equipment or other property hereafter installed or located on the Site by Lessor for its replacement cost value. It is expressly understood that the Lessee shall not be fiscally responsible for the repair or replacement of the Equipment or other Lessor assets, except for Lessee's gross negligence or willful misconduct.

d) Damage or Destruction of Equipment.

Should the Lessor's Equipment at the Site or its furnishings, fixtures, signage, trade fixtures, and equipment, or any part of them, be destroyed or damaged, whether or not said damage or destruction is covered by insurance, Lessor shall, in a timely manner to ensure the Equipment and Site remain operational, and at its sole cost and expense (except to any extent otherwise provided herein), repair or replace all Equipment to the Site with all such replacements being of equal quality to those originally installed by Lessor on the Site. In the event that the Equipment and/or Site are so damaged that they are not operational and cannot reasonably be repaired within thirty (30) days, as reasonably determined by Lessor and Lessee, the Lessee may elect to terminate this Agreement as provided in Section 15. Lessor, on behalf of itself and its insurance carrier(s), hereby waives any and all rights of recovery which it may have against the Lessee or the City for any loss of or damage to property except to the extent due to the willful misconduct and gross negligence of the Lessee, its agents, officers and employees.

- 9) **Notice.** All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be mailed, postage prepaid, certified mail, return receipt requested, sent via FedEx or other comparable express service or transmitted electronically to the address stated in this Section with a copy also sent by email to the email address(es) stated in this Section. Either Party hereto may, by proper notice to the other in a manner set forth in this Section, designate any other address for notice to be given. With respect to any notice that is mailed, postage prepaid, certified mail, return receipt requested, or sent via FedEx or other comparable express service shall be deemed effective upon the earlier of actual receipt or six days after the date deposited in the mail or with FedEx or other comparable express service, and in the case of any notice sent via email notice shall be deemed to be effective sent to the email addresses shown in this Section 9.

10)

Lessee: Conrac Solutions Operators, LLC
 Attention: Matt Fairbanks
 918 Powell Ave. SW, Suite 125
 Renton, WA 98057
MFairbanks@conracsolutions.com
JBarr@conracsolutions.com

Lessor: Orlando International Airport
 Attention: Chief Administrative Officer
 One Jeff Fuqua Boulevard
 Orlando, Florida 33827
Yovannie.Rodriguez@goaa.org

- 11) Lessee hereby irrevocably authorizes Lessor to take any action it deems necessary or appropriate to provide public notice of the Lessor's title and ownership interest in the Equipment.

- 12) **Liability for Equipment.** The Parties hereby agree that at all times (i) Lessee's liability for the Equipment is expressly limited to the any damages that occur due to the willful

misconduct and gross negligence of the Lessee's agents, officers and employees; (ii) Lessee shall not be responsible for the Equipment except, as to the Equipment, when it is being physically handled by the employees or other representatives of Lessee. Lessee has and shall have no obligation to defend, indemnify, or hold Lessor harmless from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses of whatever kind and nature (including attorneys' fees) imposed on, incurred or asserted against Lessor in any way relating to or arising out of the use, condition, operation, maintenance, possession, rental or return of any of the Equipment.

The Parties agree that they each shall promptly notify the other of any accident resulting from or relating to (or allegedly resulting from or relating to) the Equipment.

13) Warranties: LESSOR IS NOT THE MANUFACTURER OF ANY COMPONENT OF THE EQUIPMENT AND THEREFOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED CONCERNING THE EQUIPMENT, AND LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, BUT DOES HEREBY MAKE PARTIAL ASSIGNMENT TO LESSEE OF A CO-INTEREST WITH LESSOR IN ANY AND ALL WARRANTIES IN FAVOR OF LESSOR BY MANUFACTURERS, DESIGNERS, AND INSTALLERS OF ANY AND ALL COMPONENTS OF THE EQUIPMENT, THEIR ASSEMBLAGE AND INSTALLATION TO THE FULL EXTENT THAT SUCH PARTIAL ASSIGNMENT DOES NOT IMPAIR THE VALIDITY OR ENFORCEABILITY OF SUCH WARRANTIES.

14) Taxes. The Parties agree that as a common cost of operating the Equipment, the RACs shall be responsible for, and shall pay by each RAC's Usage Share, any and all local, municipal, state, or federal taxes, license fees, assessments which are imposed or levied upon the Equipment or the operations at the Site during the Contract Term, including any extension thereof and shall save and hold Lessee harmless from all liability in connection therewith.

15) Events of Default.

- a) Lessee shall be in default under this Agreement upon the happening of any one or more of the following events or conditions (each, an "Event of Default"): (a) Lessee defaults in the payment when due of any amount due under this Agreement, and such default continues for five (5) days; (b) Lessee defaults in the performance of any other obligation or covenant contained in this Agreement, and such default continues for thirty (30) days after notice thereof is sent to Lessee by Lessor; (c) the Equipment is lost, stolen, substantially damaged, destroyed, sold, encumbered, or made the subject of any levy, seizure or attachment with respect to Lessee; (d) Lessee abandons all or any part of the Equipment for a period in excess of thirty (30) days; or (e) Lessee defaults in the performance of any obligation or covenant contained in the RAC/STC QTA Agreement and such default continues beyond any grace or cure period (if any) set forth in such other agreement or contract; or (f) a petition for relief under any chapter of Title 11 of the United States Code, as amended, is commenced by or against Lessee; Lessee makes a

general assignment for the benefit of its creditors; Lessee Fails general to pay its debts as they become due; Lessee ceases operating its business, ceases doing the type of business for which the equipment was intended to be used or ceases operating its business out of the "Lessee Equipment Location" designated above; or a receiver is appointed for all or any part of Lessee's property.

- b) Lessor shall be in default under this Agreement upon the happening of any one or more of the following events or conditions (each an "Event of Default"): (a) the failure of Lessor to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by Lessor, and continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by Lessor of the Lessee's written demand. In the event a non-monetary default occurs which cannot be cured within thirty (30) days after written notice, then this Agreement shall not be terminated as long as Lessor has commenced to cure the default and is proceeding diligently; (b) the repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to make any payment required to be made by Lessor hereunder when due as herein provided (provided that notice of such failure shall have been given to Lessor, but whether or not Lessor shall have remedied any such failure within the time provided for in such notice); (c) the repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Lessor (provided that notice of such failure shall have been given to Lessor, but whether or not Lessor shall have remedied any such failure within the time provided for in such notice); (d) the discovery by the Lessee that any material statement of fact furnished by Lessor in connection with its negotiations for this Agreement is false or materially misleading; (e) failure to continuously operate the Equipment and services at any time prior to the expiration of this Agreement without the prior written consent of the Lessee; (f) commencement by Lessor or by any guarantor or surety of this Agreement, in any court pursuant to any statute of the United States or of any State, territory or government, of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the adjustment of its indebtedness; (g) commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Lessor or any guarantor or surety of this Agreement, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof; (h) insolvency of Lessor or any guarantor or surety of this Agreement, or if Lessor or any guarantor or surety of this Agreement is generally unable to pay its debts as they become due; (i) the making by Lessor or by any guarantor or surety of this Agreement of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors; (j) the appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Lessor or of any guarantor or surety of this Agreement, whether or not judicial proceedings are instituted in connection with such appointment or sufferance; (k) the placement of any lien upon the Equipment owned by Lessor at the Airport or any improvements, fixtures, trade fixtures, signs, equipment or other property installed or

used by Lessor thereto which is not discharged of record within thirty (30) days, or any levy under any such lien; or (I) the occurrence of an event of default under any other agreement between Lessor and the Lessee. In addition, Lessor hereby agrees that the occurrence of an Event of Default under this Agreement shall constitute an event of default under any agreement, concession or otherwise, between Lessor and the Lessee.

- c) Upon the occurrence and during the continuance of an Event of Default by the other Party, Lessor or Lessee may terminate this Agreement in accordance with the provisions of Section 15 herein.
- d) Notwithstanding the foregoing, nothing herein shall be deemed to cause the Lessee to be responsible for the acts, omissions, liabilities and defaults of the RACs.

16) Termination.

- a) **Lessee's Termination Rights.** In the event that any one of the following circumstances should occur, the Lessee may, at its option terminate this Agreement:
 - i) Upon the occurrence and during the continuance of an Event of Default by the Lessor as described in Section 14(b) hereof; or
 - ii) The Lessee determines in its sole reasonable discretion and notifies Lessor that the Equipment and services provided hereunder causes significant interference with the orderly operation of the Lessee's primary business of facilitating air travel and no modification of the Equipment and services provided hereunder that is acceptable to Lessor will satisfactorily remedy the interference.
- b) **Lessor's Termination Rights.** In the event that any one of the following circumstances should occur, the Lessee may, at its option terminate this Agreement:
 - i) Upon the occurrence and during the continuance of an Event of Default by the Lessee as described in Section 14(a) hereof; or
 - ii) The inability of Lessor to deliver the Equipment and services required herein or otherwise perform its obligations as contemplated hereunder by reason of any law, regulation or act of any governmental authority or court of competent jurisdiction.
- c) Upon the termination of this Agreement, either at the end of the Contract Term or if terminated earlier by Lessor or Lessee as provided in this Section 15, and subject to the notice and cure obligations and time periods set forth herein, Lessee shall make the Equipment available for Lessor to take possession thereof and to remove from the Site pursuant to Section 7(c) hereof.
- d) Upon any termination pursuant to subsection (b)(i) of this Section (i) Lessor may, at Lessor's option, enter the premises where the Equipment is located to take possession and render it unusable without removing it from its location and Lessor shall remove the Equipment from the Site pursuant to Section 7(c) hereof, (ii) if such termination occurs within two years after the Placed-In-Service Date, the Lessee shall pay, as liquidated damages in a single sum, an amount equal to three months' pro-ratio of the Annual Equipment

Rent; provided, however if such termination occurs after the two-year anniversary of the Placed-In-Service Date, the Lessee shall pay the lesser of two months' pro-ration of the Annual Equipment Rent or the Annual Equipment Rent pro-rated for the number of months remaining in the Contract Term at the time of such termination, and (iii) to any extent Lessor has already received Annual Equipment Rent for the then-current Agreement year that exceeds pro-rated Annual Equipment Rent for the portion of that Agreement year prior to the date of termination plus the amount stated in (ii) of this Section 15(d), Lessor shall repay to Lessee any such excess amount. If Lessee breaches this Agreement, Lessee acknowledges that Lessor will incur costs associated with unplanned early termination and removal of the Equipment, and Lessee agrees that the foregoing liquidated damages are intended to approximate Lessor's damage upon such breach and is not a penalty. Nothing in this Section 15(d) is intended or shall be deemed to limit or impair Lessor's ability to pursue, in addition to the above-referenced remedies, any other remedy, with the exception of claims for loss of anticipated profits, which Lessor expressly waives, available to Lessor at law or in equity, including any other measure of damages resulting from Lessee's default under the terms of this Agreement. Lessor may pursue any and all remedies concurrently or sequentially and the pursuit of one Lessor remedy in no way constitutes a waiver of or shall otherwise impair Lessor's entitlement to any other remedy.

17) Governing Law; Arbitration.

- a) The Parties have entered into this Agreement in the State of Florida. The Parties agree that this Agreement shall be interpreted, construed and enforced in accordance with the internal laws of the State of Florida, without giving effect to Florida conflicts of law principles, and each Party agrees to comply with all applicable laws governing performance under and enforcement of this Agreement.
- b) In the event of any dispute regarding breach, interpretation or enforcement of this Agreement, the Parties agree to submit the issue to binding arbitration in Florida. Unless another procedure is mutually agreed upon, the rules of the American Arbitration Association shall apply. EACH PARTY HEREBY AGREES TO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, CONDITIONS, AND COVENANTS OF THIS AGREEMENT.
- c) In the event that either Party commences legal action, including arbitration, to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to its costs of suit incurred therein, including but not limited to reasonable attorneys' fees. Notwithstanding the foregoing or anything else to the contrary in this Agreement, nothing herein is intended or shall be deemed to limit, restrict or otherwise impair either Party's ability to initiate and prosecute in any applicable jurisdiction actions related to the Parties' respective obligations under this Agreement and the exercise of all of rights hereunder.

18) Miscellaneous.

- a) Lessee represents that the Equipment is rented for business purposes and under no circumstances shall this Agreement be deemed or construed as a consumer contract.

- b) Lessor is not authorized to act as the Lessee's agent hereunder and shall have no authority, express or implied, to act or bind the Lessee hereunder and nothing contained in this Agreement shall be deemed or constructed by the Lessee or Lessor or by any third party to create the relationship of partnership or of joint venture.
- c) Covenants Against Discrimination.
- i) Lessor on behalf of itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Equipment; (2) that in the construction of any improvements at the Airport and the furnishing of the Equipment and services in connection therewith, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Lessor shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964 and Part 27, Nondiscrimination on the Basis of Disability in Programs and Activities receiving or Benefiting from Federal Financial Assistance 1991, and as said Regulations may be amended (the "Regulations"); and (4) during the performance of this Agreement, the parties hereto hereby incorporate by reference the provisions set forth in 14 C.F.R. Section 60-1.4, Section 60-250.5 and Section 60-741.5, which provisions shall apply to all nonexempt contractors and vendors. Likewise, Lessor shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, disability or marital status. Should Lessor authorize another person or entity, with the Lessee's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Lessor shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Lessor shall furnish the original or a true copy of such agreement to the Lessee.
- ii) Lessor will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessee or the FAA to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Lessor is in the exclusive possession of another who fails or refuses to furnish this information, Lessor shall so certify to the Lessee or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- iii) In the event of a breach of any of the above nondiscrimination covenants, the Lessee shall have the right to impose such contract sanctions as it or the FAA may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to re-enter and repossess the Premises and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to the Lessee by

the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 and Part 27 are followed and completed, including exercise or expiration of appeal rights.

- iv) Lessor assures the Lessee that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time.
- v) Lessor also assures the Lessee that it will require its covered sub-organizations to provide assurances to the same effect and provide copies thereof to the Lessee.
- vi) Lessor further assures the Lessee that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Lessor also assures the Lessee that it will require its contractors and sublessees to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Lessor's operations at the Premises.
- vii) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Lessor 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 license agreement covered by 49 CFR Part 23, subpart F. Lessor agrees to include the above statements in any subsequent license agreements that it enters and cause those businesses to similarly include the statements in further agreements.
- viii) The Lessee may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Lessor agrees that it will adopt such requirements as part of this Agreement.

19) Amendments. This Agreement and the rights and obligations of the parties hereunder may be amended, changed or modified only in writing executed by both of the parties hereto.

20) Construction. If any provision of this Agreement shall contravene existing law in any jurisdiction where enforcement is sought, such provisions as contravene applicable law and only such provisions, shall be unenforceable, and the balance of this Agreement shall remain in full force and effect. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a facsimile or e-mailed "PDF" of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of a duplicate of this Agreement.

21) Waiver of Claims. Lessor hereby waives any and all claims it now has or may hereafter have against Lessee, and against any member (including, without limitation, all members of the

governing board of the Authority, and each officer, agent or employee) for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. Lessor further hereby expressly releases the Lessee from any and all demands, claims, actions, and causes of action in the nature of tort arising from any and all loss or damage sustained by reason of any delay in making the Site available to Lessor that is not directly attributable to the willful misconduct or gross negligence of the Lessee, or by reason of any defects or deficiencies in the Site or because of any interruption in any of the utility services thereto, including, but not limited to, power, gas, telephone, heating, air-conditioning or water supply systems, that is not directly attributable to the willful misconduct or gross negligence of the Lessee. Notwithstanding the foregoing, and with the exception of claims for loss of anticipated profits, Lessor does not, hereby waive, and expressly reserves, all contract claims and actions arising from Lessee's breach of this Agreement.

22) Excused Performance. Notwithstanding anything to the contrary herein, Lessor shall not be liable for its Failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strike, riots, fires, pandemic, and acts of God.

23) Assignment. Lessor shall not, voluntarily or involuntarily, by operation of law or otherwise, assign this Agreement or sublicense or sublet all or any part of the Equipment without obtaining the Lessee's prior written consent, which consent will be determined in the Lessee's sole discretion and shall not be unreasonably withheld, conditioned or delayed.

24) Site Conditions. Lessor is not entering into a lease of the Site and shall in no way become responsible for any condition of the Site not caused by Lessor's own act failure to comply with this Agreement. Lessor shall not release on the Site any "Hazardous Material," defined as, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Lessor expressly agrees to defend, indemnify, protect and hold harmless Lessee from and against and any all damages, penalties, fines and liabilities resulting from or arising out of the release or presence of Hazardous Material on the Site to any extent shown clearly and convincingly to be due to Lessor's action or failure to comply with this Agreement. Lessee expressly agrees to defend, indemnify, protect and hold harmless Lessor from and against and any all damages, penalties, fines and liabilities resulting from or arising out of the release or presence of Hazardous Material on the Site or contaminating the Equipment except to any extent not shown clearly and convincingly to be due to Lessor's action or failure to comply with this Agreement.

25) Public Entity Crimes Act. Section 287.133(2)(a), Florida Statutes, provides that: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

- 26) Agreements with the United States, State of Florida, County of Orange and City of Orlando.** This Agreement shall be subject to all restrictions of record affecting the Lessee and the use thereof, all federal, state, county and city laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Lessee and the City of Orlando, and those between the Lessee or the City of Orlando and the United States of America, the State of Florida, or the County of Orange, or their boards, agencies or commissions, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States or any agency thereof to occupy or use the Airport, or any part thereof, during time of war or national emergency.

[Remainder of Page Left Blank – Signatures on Next Page]

This Agreement shall be effective on the Effective Date.

**LESSEE:
GREATER ORLANDO AVIATION AUTHORITY**

Dated: 5/21/2022

By: [Signature]
Printed Name: Kevin J. Tribest
Title: CEO

APPROVED AS TO FORM AND LEGALITY
On the 1st day of May, 2022
For the use and reliance of the Greater Orlando
Aviation Authority, only.

By: [Signature]
Camille M. Evans, Esq.
Virtus LLP

**LESSOR:
CONRAC SOLUTIONS OPERATORS, LLC**

Dated: 4/29/22

By: [Signature]
Printed name: Matthew Fairbanks
Its: President

ATTEST:
[Signature]
ANNA FARMER
ASSISTANT SECRETARY, GOAA

EXHIBIT A
to Ready Prep Equipment Lease Agreement

EQUIPMENT LIST

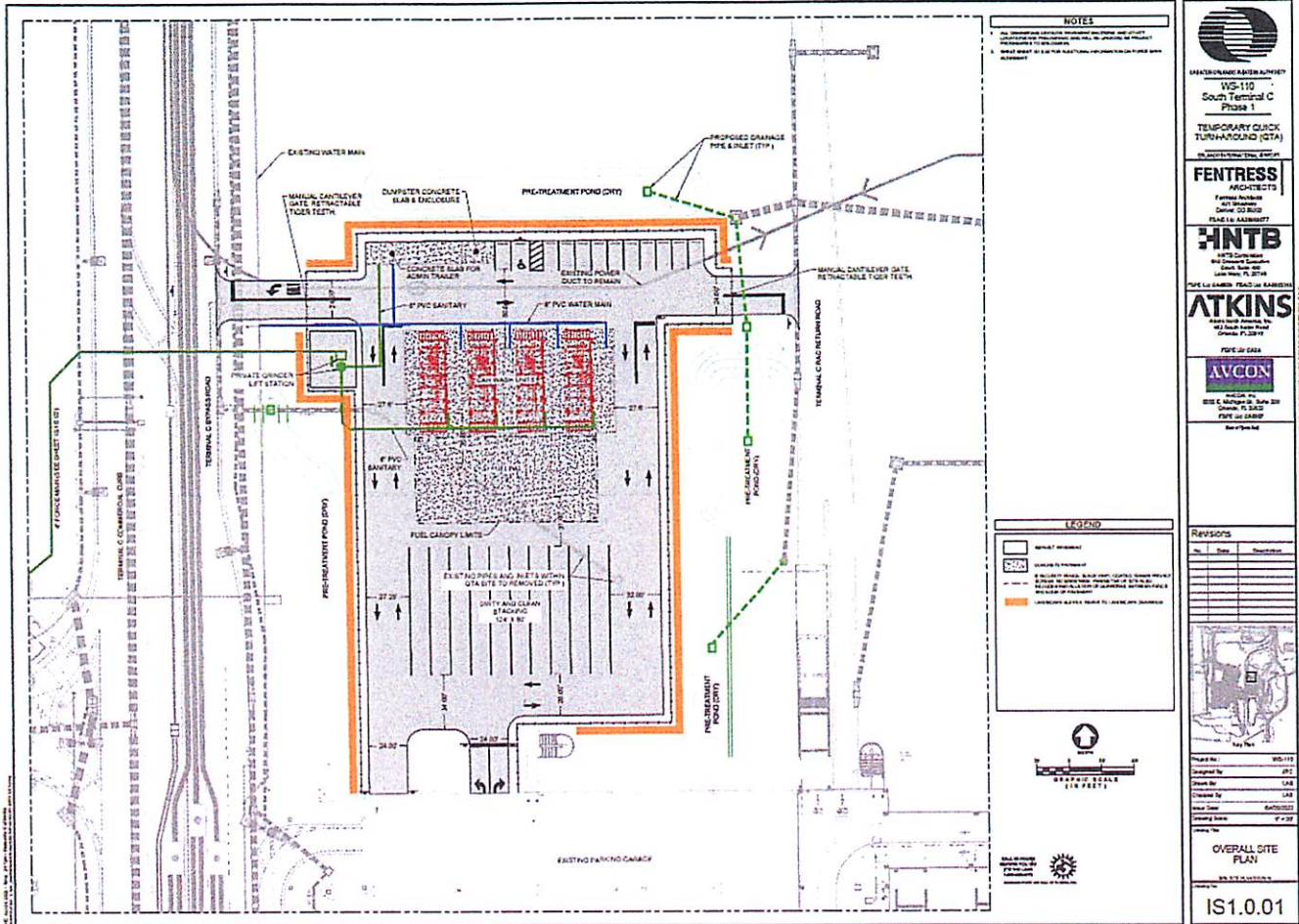
Narrative functional list: four car wash bays, water reclaim system, vehicle prep areas, vacuum system, air compressor, windshield wiper fluid dispensers, and eight fueling positions with access control system, to include, specifically, the following components, for which Lessor may—due to price, availability, delivery timing or other reasonable Lessor considerations—substitute components of different brand, manufacturer and model of similar function and quality upon the prior written consent of Lessee, which consent Lessee will not unreasonably withhold:

Itemized list:

- 4 x Car Wash Reclaim System/HydroPad/Storage Tank
- 4 x ICW with Pressure Washing Station
- 4 x Air Compressor System
- 4 x Vacuum System- Nilfix Alto
- 4 x WWF Dispenser
- Roof Canopy System - POD Roofing for 4 wash bays
- 2 x AST Equipment 4 pump 6000 gal (above-ground gasoline tank and dispensing system)
- Control Access System for Car Wash Area/Fueling Area

EXHIBIT B to Ready Prep Equipment Lease Agreement

SITE LAYOUT



NOTES
1. All dimensions are approximate and should be verified by the contractor on the field. The contractor shall be responsible for any discrepancies found on the field.
2. All work shall be done in accordance with the Florida Building Code.

LEGEND

- EXISTING STRUCTURE
- EXISTING PIPES AND ARIETS WITHIN GTA SITE TO REMOVED (TPR)
- EXISTING PIPES TO BE REMOVED (TPR)

REVISIONS

No.	Date	Description

SCALE
1" = 20' (VERTICAL)
1" = 40' (HORIZONTAL)

OVERALL SITE PLAN

IS1.0.01

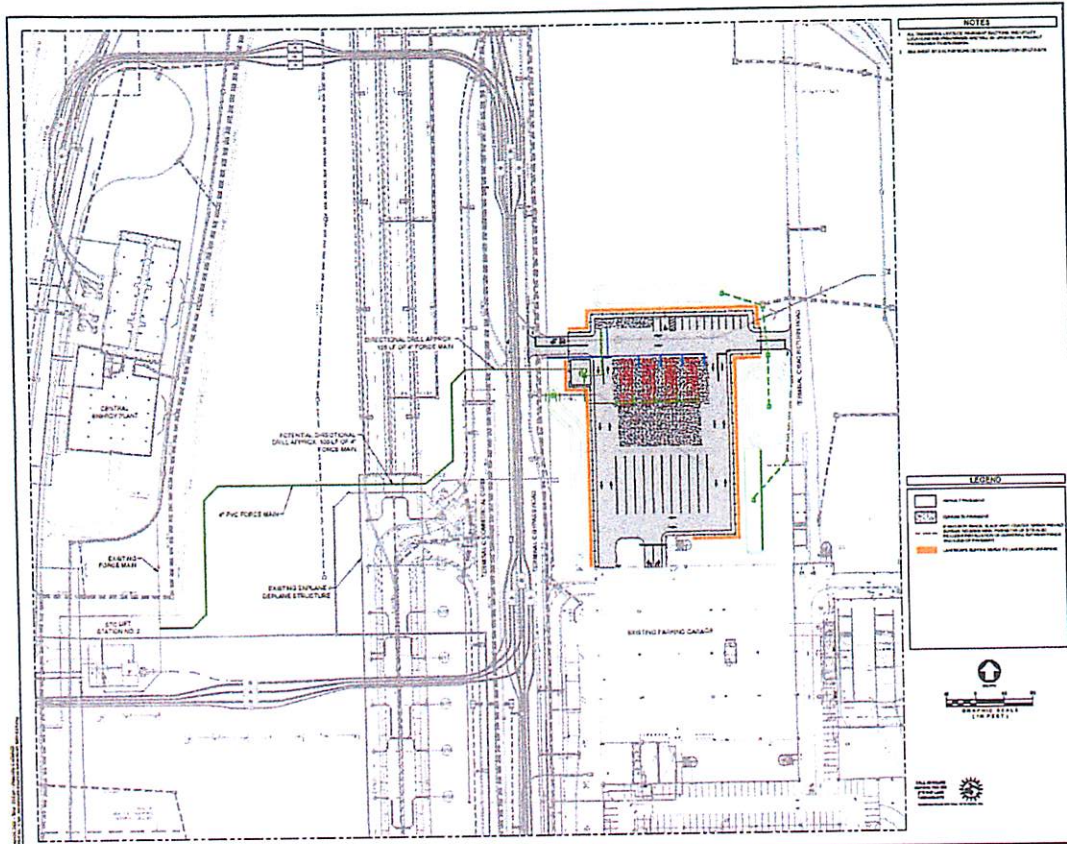
FAST TRACK INTERNATIONAL
110-110
South Terminal C
Phase 1
TEMPORARY QUICK TURNAROUND (QTA)

FENTRESS ARCHITECTS
ARCHITECTS
1515 S. KENNEDY BLVD., SUITE 200
MIAMI, FL 33149

HNTB
HNTB
10000 W. BOULEVARD, SUITE 200
MIAMI, FL 33156

ATKINS
ATKINS
1000 W. WASHINGTON BLVD., SUITE 200
MIAMI, FL 33135

AVCON
AVCON
1000 W. WASHINGTON BLVD., SUITE 200
MIAMI, FL 33135



NOTES

REVISED DRAWING

10/2/10
South Terminal C
Phase 1

TEMPORARY QUICK TURN-AROUND (QTA)

FENTRESS ARCHITECTS
Fentress Architects
3000 N. Orange Blossom
Orlando, FL 32803
TEL: 407.241.1111
WWW.FENTRESSARCHITECTS.COM

HNTB
HNTB Corporation
10000 E. North Ave., Suite 200
Orlando, FL 32817
TEL: 407.241.1111
WWW.HNTB.COM

FOR THE OWNER: FPMG IN ASSOCIATION WITH

ATKINS
ATKINS NORTH AMERICA, INC.
10000 E. North Ave., Suite 200
Orlando, FL 32817
TEL: 407.241.1111
WWW.ATKINS.COM

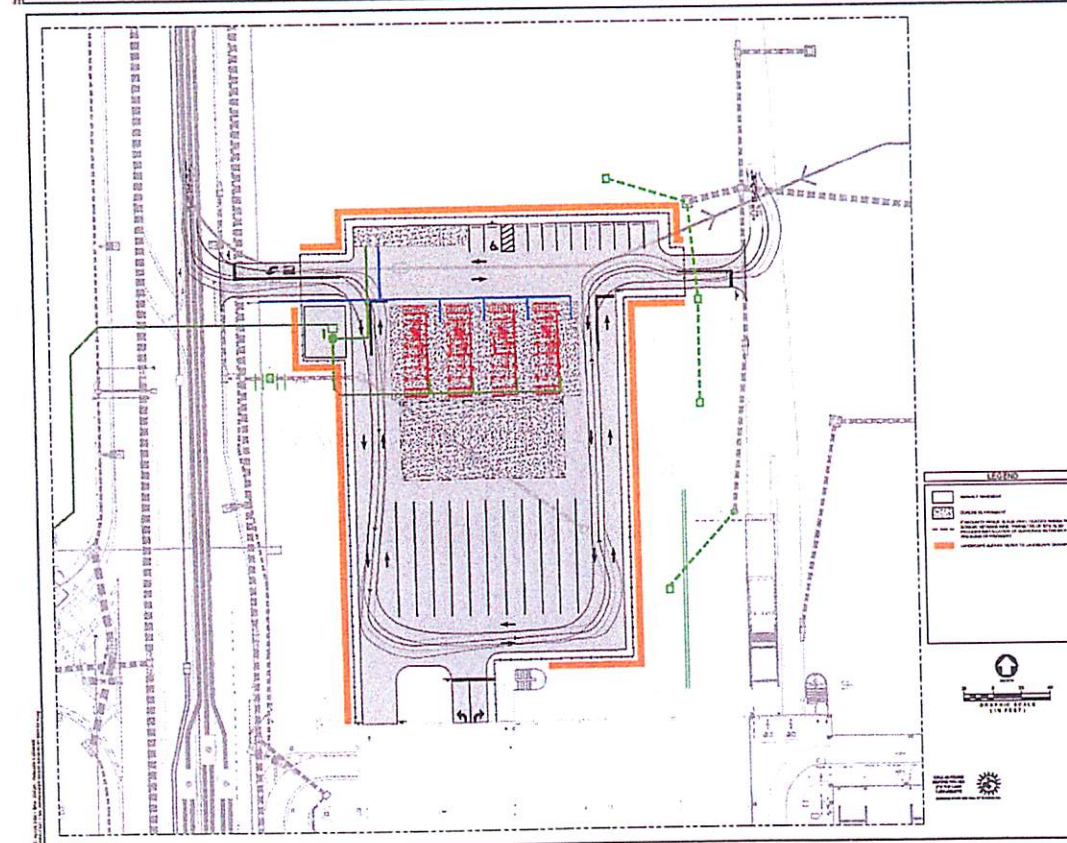
REVISED BY: [Signature]

AVCON
AVCON Corporation
2000 N. Orange Blossom, Suite 200
Orlando, FL 32803
TEL: 407.241.1111
WWW.AVCON.COM

Rev	Date	Description

OVERALL SITE PLAN

IS1.0.02



NOTES

REVISED DRAWING

10/2/10
South Terminal C
Phase 1

TEMPORARY QUICK TURN-AROUND (QTA)

FENTRESS ARCHITECTS
Fentress Architects
3000 N. Orange Blossom
Orlando, FL 32803
TEL: 407.241.1111
WWW.FENTRESSARCHITECTS.COM

HNTB
HNTB Corporation
10000 E. North Ave., Suite 200
Orlando, FL 32817
TEL: 407.241.1111
WWW.HNTB.COM

FOR THE OWNER: FPMG IN ASSOCIATION WITH

ATKINS
ATKINS NORTH AMERICA, INC.
10000 E. North Ave., Suite 200
Orlando, FL 32817
TEL: 407.241.1111
WWW.ATKINS.COM

REVISED BY: [Signature]

AVCON
AVCON Corporation
2000 N. Orange Blossom, Suite 200
Orlando, FL 32803
TEL: 407.241.1111
WWW.AVCON.COM

Rev	Date	Description

FIRE TRUCK MOVEMENT

IS1.0.03

EXHIBIT C to Ready Prep Equipment Lease Agreement

Responsibility Matrix

STC Interim OTA			
	CS	GOAA	Notes
Design Work			
Site plan	x		Includes design documents, permitting, and construction / traffic study - PGAL to provide comments
Civil Plan	x		Includes design documents, permitting, and construction. Includes oil water separator
Fueling System Plan	x		Includes design documents, permitting, and construction. Startec
Car Wash Equipment Design	x		Includes design documents, permitting, and construction. Startec
Electrical Plan (equipment)	x		Includes design documents, permitting, and construction. PGAL
Fuel Canopy System Design	x		Includes design documents, permitting, and construction. needs review by PGAL for coordination for fueling system
Environmental Management Plan	x		GOAA Design, Construction and Environmental Team
Geotech	x		GOAA Design, Construction and Environmental Team
Site Work			
<i>Utilities / Meters</i>			
Power	x		Bring Power to Three demarcation points noted in site plan - Estimated 75KW capacity. 480V 3 phase
Lighting	x		High mast lights or other
Water	x		Bring utility to Three demarcation points noted in site plan - Estimated 1.5" water line
Sewer	x		Bring utility to Three demarcation points noted in site plan. Estimated flow of 50 gal per min peak
<i>Grading and Paving</i>			
Asphalt	x		Approximate 65K SqFt
Concrete Pad: berm and spill containment	x		
<i>Environmental</i>			
Stormwater protection and containment	x		Included in Civil Design
Oil water separator for Fuel	x		Included in Civil Design
Site Validation	x		GOAA Design, Construction and Environmental Team
<i>Other</i>			
Jersey Barriers	x		Approximately 775 LN FT
Curbs / Sidewalks / Bollards	x		
Entrance gate from garages	x		Associated power if needed (card readers / barriers)
West Entrance gate	x		Aot automatic, but secure
Landscaping	x		GOAA Design, Construction and Environmental Team
Fencing	x		Connected to jersey barriers or comparable
Stumps	x		
Storage	x		Allocation of space and in OTA directional
Security Cameras	x		Associated power if needed
Wi-Fi / DAS	x		Associated power if needed
Fire Extinguishers	x		Need to confirm fire suppression requirements with GOAA / Code / Hydrants
Generator	x		If desired by Lessor
Ready Prep OTA			
<i>Car Wash</i>			
Equipment	x		Designed, configured, procured, delivered, and decommissioned at end of lease term
Install	x		All connections and start up testing tuning included
Setup and Commissioning	x		Start up chemicals and PAC training
Decommission and Removal	x		Takedown, removal and cleanup
<i>Fuel Supply and Management</i>			
Equipment (need tank size / AST?)	x		Designed, configured, procured, delivered, and decommissioned at end of lease term
Install and commissioning	x		All connections and start up testing tuning included
Fuel Supply and Management	x		Start up fuel and PAC training
Decommission and Removal	x		Takedown, removal and cleanup
<i>Vacuum System</i>			
Equipment	x		Designed, configured, procured, delivered, and decommissioned at end of lease term
Install	x		All connections and start up testing tuning included
Setup and Commissioning	x		
Decommission and Removal	x		Takedown, removal and cleanup
<i>Windshield Washer Fluid System</i>			
Equipment	x		
Install	x		
Setup and Commissioning	x		
Decommission and Removal	x		
<i>Air Compressor</i>			
Equipment	x		Designed, configured, procured, delivered, and decommissioned at end of lease term
Install	x		All connections and start up testing tuning included
Setup and Commissioning	x		
Decommission and Removal	x		Takedown, removal and cleanup
<i>Car Wash Canopy System / Drainage</i>			
Equipment	x		Designed, configured, procured, delivered, and decommissioned at end of lease term
Install	x		All connections and start up testing tuning included
Setup and Commissioning	x		
Decommission and Removal	x		Takedown, removal and cleanup
<i>Restroom Storage</i>			
Trailer Jobsite Restrooms	x		
AC / Heat / Comm / Power	x		
<i>Operations</i>			
Administrative Office	x		Trailer location
Day to day site management	x		
Maintenance	x		
Fueling System Compliance management	x		