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PREPAID CARD SERVICES CONCESSION AGREEMENT

Orlando International Airport

Orlando, Florida

5/16/23

Effective Date

Ready Credit Corporation

Company

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 Orlando International Airport

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**PREPAID CARD SERVICES CONCESSION AGREEMENT
ORLANDO INTERNATIONAL AIRPORT**

THIS PREPAID CARD SERVICES CONCESSION AGREEMENT (the "Agreement") is made and entered into this 16 day of May, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (the "Aviation Authority"), and **READY CREDIT CORPORATION**, a Nevada corporation authorized to conduct business in Florida (the "Company").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015 with the City of Orlando (hereinafter referred to as "City"), the Aviation Authority controls, operates, and maintains an airport in Orange County, State of Florida, known as Orlando International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, the Aviation Authority operates and maintains a Terminal Complex at the Airport, including a central landside building and satellite airside buildings, which contains facilities for basic passenger processing and related services and amenities (hereinafter referred to as the "Terminal Complex"); and

WHEREAS, the Aviation Authority has designated certain areas within the Terminal Complex from which pre-paid card service kiosks may be provided for the benefit and convenience of airline passengers and other visitors; and

WHEREAS, in accordance with the Aviation Authority's "Policy for Awarding Concession and Consumer Service Privileges in the Terminal Complex at Orlando International Airport, Orlando, Florida," as amended (the "Concession Policy"), the Aviation Authority has awarded a Pre-Paid Card Services Concession to Company for the non-exclusive right to operate on the Premises for the Term and on the terms and conditions hereinafter set forth; and

WHEREAS, Company warrants to the Aviation Authority that it meets the eligibility criteria, and it is qualified to conduct the business and meet the obligations hereinafter stated;

NOW, THEREFORE, for and in consideration of the Premises and of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

A. **"Affiliate"** of any person shall mean any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with such specified person. For the purpose of this definition, "control," when used with respect to any specified person

means the power to direct the management and policies of such person directly or indirectly, whether through the ownership of voting securities, by control or otherwise.

B. **"Agreement"** means this Prepaid Card Services Concession Agreement by and between the Aviation Authority and Company.

C. **"Agreement Period"** means the Initial Period and each subsequent twelve-month period beginning on October 1st and ending on September 30th during the Term of this Agreement; provided, however, that with respect to any year in which the Term of this Agreement expires or is terminated in accordance with the provisions of this Agreement, Agreement Period shall mean the period from the first day of the Initial Period or other Agreement Period to the date of expiration or termination of the Term.

D. **"Attorneys' Fees"** means attorneys' fees and costs, including, without limitation, fees and charges for the services of paralegals or other personnel who operate for and under the supervision of the attorneys and whose time is customarily charged to clients.

E. **"Commencement Date"** means the earlier of: i. the date Company completes all installations and improvements and begins operations on the Premises; or ii. February 28, 2023.

F. **"Concession"** means this Prepaid Card Services Concession granted to Company.

G. **"Concessions Committee"** means the Concessions/Procurement Committee of the Aviation Authority.

H. **"Chief Executive Officer"** means the Chief Executive Officer, or his or her designee.

I. **"Gross Receipts"** means all receipts derived or earned by Company or any affiliates of Company, or any of its subtenants, licensees or concessionaires (excluding any rent required to be paid by any subtenant, licensee or concessionaire to Company that is calculated and payable on the basis of a percentage of such subtenant's, licensee's or concessionaire's gross receipts, which gross receipts would be included in Company's Gross Receipts) from operations on the Premises including, but not limited to, the sale of all goods and services authorized to be sold pursuant to the terms and conditions of the Agreement made on or about, or otherwise originating from the Premises, from any source whatsoever, provided that separate records are maintained for such deductions:

1. The proceeds from the sale of capital assets or expendables;
2. Credits and refunds to customers for items purchased on the Premises;
3. Amounts that are fully credited back to customers on a prepaid debit card purchased at the Premises;
4. Amounts of any separately stated federal, state and local sales or use taxes

imposed upon Company's customers and collected by Company; or

No deduction shall be made from Gross Receipts by reason of any credit loss sustained, bad checks, or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Company for products authorized to be sold pursuant to the terms and conditions of the Agreement or other operations or businesses is not assessed, charged or collected, for any reason other than pursuant to a bona fide written marketing plan approved by the Chief Executive Officer(e.g., reasonable airport or airline employee discounts), then the amount of Company's customary charge therefore shall nevertheless be included in determining Gross Receipts.

Company's Gross Receipts shall be computed and audited in accordance with the provisions of the Agreement. In the event of any conflict between the provisions of the Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control, and the provisions of the Agreement shall not be limited by such accounting principles or audit standards per the provisions of this Agreement.

J. **"Improvement" or "improvement"** means any item which is affixed to the Premises or affixed to any Improvement thereto and which cannot be removed without material damage to the Premises or another Improvement.

K. **"Initial Period"** means the period which begins on the Commencement Date and ends October 31, 2023.

L. **"Liquidated Damages"** means the amounts set forth in Article 14.A. to be recovered by the Aviation Authority from Company in the event Company violates any of the conditions as set forth therein.

M. **"Concession Fee"** means the sum to be paid by Company to the Aviation Authority as further defined in Article 5.

N. **"Premises"** means the areas of the Terminal Complex described in Article 2, below, in which Company is granted the right to operate the Concession in accordance with the terms and conditions of this Agreement, together with any additional areas in the Terminal Complex in which Company may be granted such rights.

O. **"Terminal Complex"** means collectively, the central Landside building and satellite airside buildings, the hotel, and all accompanying roadways at the Airport existing as of the Effective Date of this Agreement.

ARTICLE 2 - RIGHTS AND PRIVILEGES GRANTED TO COMPANY

A. Rights and Premises.

1. The Aviation Authority hereby grants to Company the non-exclusive right and privilege, and Company hereby assumes the obligation, to install, operate and maintain, the facilities, for the operation of, at its own expense, a Prepaid Card Services Concession for the

provision and dispensing of cash to card services using self-service devices (the "Kiosks") in accordance with the provisions of this Agreement, consisting of approximately 37.2 square feet of space to operate the Concession, located in the Terminal Complex (the "Premises") in the locations indicated on Exhibit "A" of the Concession Agreement attached hereto and referenced below:

Location	Square Feet
A-1	3.72
A-2	3.72
A-3	3.72
A-4	3.72
A-1b	3.72
A-1c	3.72
B-1	3.72
B-2	3.72
B-3	3.72
B-4	3.72
C-1	3.72
C-2	3.72
C-3	3.72
C-4	3.72
Total Square Feet =	52.08

2. Company shall provide the prepaid cash to debit card services that it commonly provides to other airports in the United States, which shall include at a minimum the services, charges and equipment detailed on Exhibit "B," attached to this Concession Agreement. The pre-paid card service Kiosks and equipment must meet the following criteria:

- a. must issue prepaid debit cards from a nationally recognized provider;
- b. must accept U.S. currency as a form of customer payment;
- c. must provide a 24-hour, 7 day a week customer service and support number.

Company's equipment must be fully automated. The equipment installed by Company is subject to the approval of the Chief Executive Officer.

3. Company shall not use or permit the Premises to be used for any purposes other than as described in this Article 2.A. without the prior written approval of the Aviation Authority. The Company shall not use or permit the Premises to be used for any use in violation of any applicable building codes, zoning regulations, municipal, county, state or federal laws, ordinances or regulations.

Company's right, privilege and obligation hereunder, in addition to any other requirements and limitations contained herein, shall be only to operate a prepaid card service concession which Company is specifically authorized to provide in Article 3.

B. **Occupancy of Premises and Commencement of Business.**

Company shall be granted occupancy of the Premises on February 28, 2023 and shall be required to open for business and commence paying Concession Fees on the Commencement Date.

C. **Non-exclusivity.**

It is expressly provided that the rights and privileges granted hereunder are non-exclusive, and nothing contained herein shall preclude the Aviation Authority from entering into an agreement with any other parties during the term of this Agreement to provide prepaid card services or prepaid card services Kiosks in any part of the Terminal Complex or elsewhere on the Airport of the same or similar items which Company is permitted to sell hereunder, whether such agreements are awarded competitively or through negotiations and whether or not the terms of such agreements are more or less favorable than the terms of this Agreement.

D. **Relocation/Surrender of Premises.**

1. Notwithstanding any other provision of this Agreement, the Aviation Authority shall have the right at any time during the Term of this Agreement to require Company to surrender any portion of the Premises in order to accommodate a change in the design or use of the Terminal Complex. In such event, the Aviation Authority shall, in its sole discretion, either:

a. provide Company with a substitute area which the Chief Executive Officer determines to be reasonably equivalent, though not necessarily identical in size or otherwise, to the portion of the Premises surrendered; or,

b. terminate the Agreement in which event both parties shall be released from any further obligation under the Agreement except for indemnification requirements.

2. The Aviation Authority shall in no event be liable to Company for any inconvenience or loss of business as a result of Company being required to move or surrender any portion of the Premises. If Company is required, under the terms of this Article 2.D. to move a portion of its operation, all costs of the physical move shall be borne by the Aviation Authority.

ARTICLE 3 - USE OF PREMISES

A. **Permitted Uses.**

1. The Premises shall be used by Company during the Term hereof only for the operation of a Prepaid Card Services Concession in accordance with the terms of this

Agreement.

2. Company shall not permit the active display or operation on the Premises or elsewhere in the Terminal Complex of any item which flies, moves, rotates, makes noise or flashes unless the active display or operation of such item is specifically approved in advance in writing by the Chief Executive Officer.

3. Company shall not at any time during the term hereof vacate the Premises, once Company is required to be open for business in the Premises, without the prior written consent of Chief Executive Officer, except Company may be permitted to remove under-performing kiosks, only as described in provided in Article 3.B.2., below.

B. Discontinuance, Addition, Deletion of Items.

1. In the event the Chief Executive Officer determines that any item displayed, offered for sale or sold by Company is objectionable for display or sale at the Airport, Company shall, upon written notice from the Chief Executive Officer, immediately remove such item from display and from its inventory and Company agrees that it shall not thereafter display, offer for sale or sell such item.

2. Upon the written approval of the Chief Executive Officer, Company may cease the sale of any service or use of any equipment listed on Exhibit "B" in the event that the lack of demand for such service or equipment no longer warrants its continued sale or use on the Premises. Notwithstanding, in the event any one Kiosk does not generate an average of more than ten (10) transactions per day in any calendar month during the Term, Company shall have the option, but not the obligation, to cease operations at said under-performing location and surrender that portion of the Premises upon 10 days' written notice to the Aviation Authority, provided, however, that Company must exercise said option within 10 days of the calendar month in which the machine under performed. In the event Company exercises its option in accordance with this Article 3.B.2., the location shall be deemed no longer part of Company's Premises and Company shall remove all equipment and surrender said portion of the Premises in accordance with the requirements of this Agreement including, but not limited to Article 6.D., below.

Company may request authorization to provide additional services, charges or equipment not included in Article 2.A. and in Exhibit "B," provided such additional services or equipment are consistent with the general prepaid card services Kiosks authorized under this Agreement and do not conflict with privileges authorized to others or reserved by the Aviation Authority for future authorization to others. Company may provide such additional services only with the prior written approval of the Chief Executive Officer.

C. Relation to Other Concessions.

1. Notwithstanding any other provisions hereof, it is specifically understood and agreed that, in the event of a conflict between Company and any other lessee or concessionaire in the Terminal Complex as to specific services provided by respective concessionaires or lessees, the Chief Executive Officer shall decide which services may be sold or provided by each concessionaire or lessee and Company agrees to be bound by such decision. The Chief Executive Officer may consider the various locations within the Terminal Complex where

Company and other concessionaire or lessee operates in arriving at the determination.

2. This Agreement is separate and distinct from, and shall be construed separately from, any other agreement between Company and the Aviation Authority (subject to the provisions of Article 13.A.15.) and from any other, similar agreement between the Aviation Authority and any other person operating a concession at the Airport, and the fact that any such other agreement may contain provisions which differ from those contained herein shall have no bearing on the construction of this Agreement.

D. **Violation of Permitted Uses.** If Company fails to comply with the Permitted Uses in Article 3 herein, Company shall be subject to the payment of fines for such violation(s) of certain provisions, as set forth in Article 14.

ARTICLE 4 - TERM

This Agreement shall become effective upon execution by the parties hereto. The term of this Agreement shall commence on the Commencement Date and end five (5) years later, hereinafter referenced to as the "Term," unless sooner terminated in accordance with the terms and provisions hereof.

ARTICLE 5 - CONCESSION FEES AND ACCOUNTING RECORDS

A. **Concession Fee.** Company shall pay to the Aviation Authority, for each Agreement Period of the term of this Agreement, a Concession Fee, in an amount equal to the total of the percentages of Gross Receipts as follows:

<u>GROSS RECEIPTS</u>	<u>PERCENT OF GROSS RECEIPTS DUE AVIATION AUTHORITY</u>
All Items	12%

1. **Monthly Payment of Concession Fees.** Company shall pay to Aviation Authority, without demand, at the office of the Executive Vice President of Finance, on the fifteenth (15th) day of the month following each calendar month of the Term hereof, a sum of money equal to twelve percent (12%) of Company's Gross Receipts for the previous calendar month and shall provide a statement in the form of the "Monthly Revenue Report" attached hereto as Exhibit "C," which form the Chief Executive Officer may amend from time to time in his discretion, which sets forth Company's Gross Receipts for the prior calendar month and is signed by an officer of Company, and which sets forth Company's Gross Receipts during such preceding calendar month and identifies all receipts derived by Company during such calendar month. (If Company operates more than one location, each location's monthly Gross Receipts shall be stated separately on the Monthly Revenue Report).

B. **Sales, Use, Ad Valorem and Other Taxes.** Company shall be solely responsible for the payment of all sales, use, ad valorem and other taxes levied upon the Premises and also upon the fees and other charges payable by Company to the Aviation Authority hereunder, whether or not the same shall have been billed or collected by the Aviation Authority, together with any and all interest and penalties levied thereon, and Company hereby agrees to indemnify

the Aviation Authority and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from Company and remitted to the taxing authority by the Aviation Authority, or the amounts, if any, paid directly by Company to such taxing authority, were less than the total amount of taxes due, and for any sums including interest and penalties payable by the Aviation Authority as a result thereof. The provisions of this paragraph shall survive the expiration or prior termination of this Agreement.

C. **Annual Certification of Fees.** Within ninety (90) days after the close of each Agreement Period of the Term hereof, Company at its own cost and expense shall provide to the Executive Vice President of Finance, and a copy to the Vice President of Concessions, schedules of Gross Receipts and Concession Fees, payments and other sums for the Agreement Period accompanied by an annual report ("Annual Report"), signed by an officer of Company so authorized, attesting that such schedules of Gross Receipts and Annual Report requested for such Agreement Period are true and accurate, and in accordance with the terms and provisions of this Agreement; including, without limitation, the definition of Gross Receipts as set forth in Article 1.I., herein. The Aviation Authority retains the right to conduct an independent review, examination or audit of Company's Annual Report to determine the accuracy of such Annual Report, in accordance with Article 5.D., below.

D. **Books and Records/The Aviation Authority's Right to Audit.** Company shall, at all times during the Term hereof, maintain at its offices, complete and accurate books and records of all receipts and disbursements from its operations, in a form consistent with generally accepted accounting principles. Otherwise, Company will be responsible for travel expenses incurred by the Aviation Authority in connection with any inspection, examination, or audit of Company's records. Company's books and records shall be maintained in sufficient detail to allow the Aviation Authority or its representatives to audit, in accordance with generally accepted auditing standards, Company's Gross Receipts as defined in Article 1.I., above. Company shall account for all receipts of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of Company and which supports the amounts reported to the Aviation Authority in Company's "Monthly Revenue Report" schedules prepared in accordance with Article 5.A.1. At a minimum, Company's accounting for such receipts shall include the following:

1. Company's bank account statements shall be maintained for all receipts from operations on the Premises;

2. A compiled report of transactions from the Premises showing all Gross Receipts and all exclusions from Gross Receipts by category (as set forth in Article 1.I.), which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Aviation Authority on Company's "Monthly Revenue Reports" under Article 5.A.1. If requested, Company shall provide the Aviation Authority a computer text file that details monthly Gross receipts information by transaction;

3. The monthly reports required under this Article 5.D., which reports shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Aviation Authority in the "Monthly Revenue Reports" and the annual total shall correspond with the amount reported to the Aviation Authority on the Annual Certification

required in Article 5.C.; and

4. Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of Company's Gross Receipts in accordance with generally accepted auditing standards and the provisions of this Agreement.

Such records may be in the form of (a) electronic media compatible with the computers available to the Aviation Authority, or (b) a computer run hard copy. The Chief Executive Officer may require other records necessary in his determination to enable the accurate audit of Company's Gross Receipts hereunder. Upon five (5) days written notice from the Chief Executive Officer, all such books and records, including the general ledger and bank statements and all federal, state and local sales tax returns relating thereto, shall, be made available at the offices of the Aviation Authority for inspection by the Aviation Authority through its duly authorized representatives at any time for up to four (4) years after the end of the Agreement Period to which such books and records relate (and Company shall not be obligated to retain such books and records subsequent to the termination of such four (4) year period). The Aviation Authority shall further have the right, upon reasonable written notice to Company from the Chief Executive Officer and at the sole cost of the Aviation Authority except as specified below, to examine or designate a representative to audit or examine the books and records and computerized accounting systems of Company which relate to its operations on the Premises to determine the correctness of the Gross Receipts and Concession Fees reported to or paid by Company to the Aviation Authority for any or all Agreement Periods immediately preceding such audit or examination. Such shall include, but is not limited to, a review of the general input, processing and output controls, information systems, using read only access, for all computer applications used to record financial transactions and information. If company elects to have the inspection, examination or audit performed at a location outside the Orlando metropolitan area within forty-five (45) calendar days of the Authority's written request, Company shall pay the Authority for travel expenses incurred in connection with such inspection, examination, or audit, in accordance with the Authority's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection, examination, or audit is completed, the Authority will bill Company for such travel expenses and Company shall promptly pay such bill. If, as a result of such audit or examination, it is established that the Gross Receipts and/or Concession Fees for any Agreement Period have been under-reported to the Aviation Authority, Company shall forthwith, upon written demand from the Chief Executive Officer, pay any resulting amount due to the Aviation Authority, together with interest thereon at the rate set forth in Article 17.F., below, from the date such amount or amounts should have been paid. Further, if such inspection, examination, or audit establishes that Company has under-reported Gross Receipts and/or Concession Fees for any Agreement Period by two percent (2%) or more, then the entire expense of such audit or examination shall be borne by Company. If such inspection, examination, or audit cannot be completed, then the entire expense of such inspection, examination, or audit shall be borne by Company. The Aviation Authority's rights under this Article 5.F. shall survive the expiration or earlier termination of the Term of this Agreement.

In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this

Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, Company shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such generally accepted accounting principles or generally accepted auditing standards.

E. **Cash Handling Procedures.** Company shall at all times observe prudent cash handling procedures, and it shall immediately implement any new procedures, or revise any existing procedures in such a manner as the Chief Executive Officer may require from time to time, provided that the Chief Executive Officer gives written notice thereof to Company. Before beginning operations under this Agreement, Company shall submit its proposed cash handling procedures to the Chief Executive Officer for review and approval.

F. **Additional Sums Due the Aviation Authority.** If the Aviation Authority has paid any sum or has incurred any obligation or expense for which Company agreed to pay or reimburse the Aviation Authority, or if the Aviation Authority is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional fees due hereunder, and Company shall, immediately upon demand by the Chief Executive Officer, reimburse the Aviation Authority therefor.

G. **Communications Concerning Disputed Debts.** All (a) communications concerning disputes about debts that are owed or may be owed pursuant to this Agreement, and (b) instruments in less than the full amount claimed by the Aviation Authority and tendered as full satisfaction of a disputed debt or other amount owed, shall be sent by certified mail, return receipt requested to the following:

Original to: Executive Vice President of Finance
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Blvd.
Orlando, Florida 32827-4399

Copy to: Vice President of Concessions
Greater Orlando Aviation Authority
Orlando International Airport
5855 Cargo Rd.
Orlando, Florida 32827-4399

ARTICLE 6 - IMPROVEMENTS TO PREMISES

A. Improvements to be Provided by the Aviation Authority.

1. Except as otherwise provided in this paragraph, Aviation Authority shall provide and Company shall accept Premises in their "as is" condition. Aviation Authority shall make available the following:

a. Heating and air conditioning stubbed to the Premises or chilled water

from the nearest existing chilled water piping;

b. An electrical panel, located within five hundred (500) feet of the Premises. (Company shall provide conduit and wire to the designated electrical panel and provide electrical distribution via a separate panel within the Premises). The maximum design load for the Premises shall comply with the then current edition of the Energy Efficiency Code of the State of Florida without waiver or variance. Kilowatt-hour usage shall be monitored by the Aviation Authority;

c. A telephone backboard, located in a communication room in the located within five hundred (500) feet of the Premises. (Company shall provide conduit and arrange for telephone service);

d. Fire alarm, heat detection, and smoke detection ("fire alarm system") is provided within the Premises or at a connection point located within five hundred (500) feet of the Premises. (Company shall modify or provide for additional fire alarm systems from a fire alarm panel located in close proximity and install throughout the Premises as required by local building codes based on Company's specific layout and occupancy classification).

e. To the extent Company requires lighting, natural gas or additional electrical power, telephone outlets, or adjustments to the heating and air conditioning system or any other improvements, such additional Improvements or services shall be subject to the prior written approval of the Aviation Authority, and any such approved Improvements or services shall be made at Company's expense. Company understands and agrees that other than the Improvements specified as being provided by the Aviation Authority in this Article 6.A.1., Aviation Authority shall not be obligated to provide any additional Improvements or services of any type, character, or nature (including electrical or telephone outlets) on the Premises during the term of this Agreement.

2. Company shall have the right, at its own expense, to receive telephone service provided by the Aviation Authority and to receive or install in the Premises private communication or audio systems (other than a public paging system) compatible with the Aviation Authority's telephone and communication systems, provided that any such telephone service and communication systems shall be approved by the Chief Executive Officer prior to installation. In each unit, Company shall be required to have one Aviation Authority phone line accessible to employees for emergency purposes.

B. Improvements to be Constructed by Company.

1. Notwithstanding any other provisions herein, Company shall be responsible to provide, at its sole cost and expense, all equipment necessary for Company to conduct operations at the Premises. Company shall not be permitted to install any trade fixtures, including signs, or construct any Improvements at the Premises without the written authorization of the Chief Executive Officer.

2. Company shall abide by the Tenant Design Criteria Retail, Food and Beverage as shown on Exhibit "D", which were delivered by the Aviation Authority to Company

on CD ROM prior to the execution of this Agreement, attached hereto and to the other provisions of this Agreement. The Chief Executive Officer shall have the right at any time during the Term of this Agreement to enter the Premises to ensure that Company's operations conform to the Tenant Design Criteria Retail, Food and Beverage. Immediately upon its receipt of written notice from the Chief Executive Officer that it has been determined that Company's display, design, or operations are not in compliance with the Tenant Design Criteria Retail, Food and Beverage, or the other provisions of this Agreement, Company shall make modifications necessary to achieve compliance.

3. Any clocks exposed to public view shall be compatible with and be connected to the Aviation Authority's master clock system, at Company's expense and with the prior written approval of the Executive Director.

4. Any televisions located in the Premises must be enclosed in cabinetry without any exposed wiring and shall not face the public area outside of the Premises.

C. **Requirements and Procedures.** All equipment to be installed by Company on or in the Premises, and any work to be performed on or in the Premises must be in accordance with the Tenant Design Criteria, Retail, Food and Beverage and must have been submitted to and approved in writing by the Chief Executive Officer prior to installation.

D. **Removal of Property.** Provided it is not then in default hereunder, Company shall, within four (4) calendar days after the expiration or sooner termination of this Agreement, remove from the Premises its furnishings, interior signage, trade fixtures, equipment, and other personal property, provided that such removal can be accomplished without material injury to the Premises or any Improvements thereto and provided that any damage caused to the Premises or Improvements thereto as a result of such removal is repaired by Company at its own cost and expense to the satisfaction of the Chief Executive Officer. Any property not so removed within such time period shall become the sole property of Aviation Authority, or, alternatively, Aviation Authority may remove and dispose of such property at Company's expense.

ARTICLE 7 - OBLIGATIONS OF COMPANY

A. **Standards for Operating Concession.** Company shall, at all times, comply with the Standards for Operating Concessions attached hereto as Appendix 1 and are incorporated herein by reference.

B. **Maintenance of Premises.**

1. Except for such maintenance which is the responsibility of the Aviation Authority in accordance with the terms of Article 8.A., below, Company shall, at its own cost and expense, at all times during the term hereof, maintain the Premises, all Improvements, furnishings, fixtures, trade fixtures, equipment, inventory, displays and other property on the Premises in a safe, clean, orderly, and attractive condition and in good working order. Company shall be solely responsible for all janitorial services, waste removal, pest control and interior repairs in connection therewith.

2. Company shall refurbish and maintain the Premises as necessary and as determined by the Chief Executive Officer, including replacing equipment with upgraded technology, provided the request for upgraded technology is not commercially unreasonable as directed by the Chief Executive Officer in his or her sole discretion. All such maintenance, repairs and replacements shall be performed by Company in compliance with the requirements of Article 6.C. through D., above and shall be of quality equal to the oOriginal Improvements in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of the Chief Executive Officer.

3. The Chief Executive Officer shall be the sole judge of the quality of the maintenance performed by Company. The Chief Executive Officer or his authorized agents may, at any time, without notice, enter upon the Premises to determine if maintenance is being performed satisfactorily. If it is determined that said maintenance is not satisfactory, the Chief Executive Officer shall so notify Company in writing. If Company does not commence the cure within fourteen (14) days of receipt of such written notice, diligently pursue such cure and complete such cure to the satisfaction of the Chief Executive Officer within a reasonable time of receipt of such written notice, the Aviation Authority or its agents shall have the right (in addition to any other remedy hereunder) to enter upon the Premises and perform such maintenance, and Company agrees to promptly reimburse The Aviation Authority for the cost therefore, plus ten percent (10%) thereof for administrative overhead.

4. Company shall correct any hazardous or potentially hazardous condition in the Premises, or in the areas surrounding the Premises whose maintenance is the Company's responsibility, immediately upon receipt of either written or oral notice from the Chief Executive Officer. At the direction of the Chief Executive Officer, Company shall close the Premises until such hazardous or potentially hazardous condition is removed.

5. In transporting products, trash, and refuse associated with its operation on the Premises to and from the Premises, Company shall use only carts, vehicles or conveyances that are sealed and leakproof and that are equipped with wheels suitable for operating on carpets and tiles without damage. Company shall not use the Automated Guideway Transit System for the purpose of transporting trash between the Landside and Airside buildings.

6. The cost of all utilities used or consumed on the Premises provided to Company hereunder, and the responsibility for and cost of relamping all electrical fixtures (including any within the Premises which were installed by the Aviation Authority) shall be borne by the Company. The Aviation Authority shall charge Company throughout the term of this Agreement Forty-Four Cents (\$0.44) per square foot per month for its use of such utilities on the Premises (subject to reasonable adjustment by the Aviation Authority from time to time), and Company hereby agrees to pay the same within fifteen (15) days from the date of the Aviation Authority's invoice therefor; provided, however, that in the event the use of any such utilities at the Premises is separately metered, Company shall pay the cost of usage shown on the meter as well as any additional monthly charge per square foot of the Premises as determined by the Chief Executive Officer to compensate the Aviation Authority for the cost of any such utilities used at the Premises which are not separately metered. Notwithstanding the foregoing, the Aviation Authority may, at its option, either increase such amount to account for stormwater utility charges allocated to the Premises, or bill such stormwater utility charges to Company directly, and such

charges shall be promptly paid by the Company. Company shall pay to the Aviation Authority any and all amounts charged to Company for providing telephone services.

C. **Correction of Violations.**

Notwithstanding any other provision of this Agreement, if the Chief Executive Officer, in his or her sole discretion, determines that a condition on the Premises is hazardous or potentially hazardous to persons or property, he may direct Company to correct such condition, either in writing or orally, and Company shall, at its expense immediately comply with such directive. If the Chief Executive Officer directs it to do so, Company shall close the Premises or any portion thereof until such hazardous or potentially hazardous condition is corrected. The Aviation Authority may declare Company in default of this Agreement for failure to promptly comply with a directive of the Chief Executive Officer without reference to the thirty (30) day notice period set forth in Article 13.A.4.

D. **Cooperation with Successor Concessionaire.** Upon the expiration or earlier termination of this Agreement, Company agrees to cooperate fully with the Aviation Authority and with all successor concessionaires to ensure a smooth transition from Company to such successor concessionaires and to provide continuity of first-class services to the traveling public.

E. **Airport Concession Disadvantaged Business Enterprise Participation Requirements.**

In accordance with the U.S. Department of Transportation ("DOT") regulations issued under 49 CFR Part 23 ("Part 23"), the Aviation Authority established an Airport Concessions Disadvantaged Business Enterprises ("ACDBEs") program. The Aviation Authority encourages all of its concessionaires to participate in its ACDBE program. The Aviation Authority determined that there is not sufficient availability to require ACDBE participation from this Concession.

ARTICLE 8 - OBLIGATIONS OF THE AVIATION AUTHORITY

A. **The Aviation Authority's Maintenance Obligation.** The Aviation Authority agrees to make all necessary structural repairs to the Premises at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to doors or windows in or adjoining the Premises or repairs to any Improvements to the Premises constructed or installed by Company, and further provided that Company shall reimburse the Aviation Authority, within ten (10) days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as the result of the negligent or intentional acts of Company, its owners, officers, partners, employees, agents, contractors, subcontractors, licensees or invitees, subject to the provisions of Article 11.C.3.e., below. Company shall give the Aviation Authority written notice describing any repair which is the responsibility of the Aviation Authority and the repair process shall be commenced by the Aviation Authority promptly after its receipt of such written notice if the Aviation Authority agrees that such repair is required and is the Aviation Authority's responsibility hereunder.

B. **No Other Obligation of the Aviation Authority.**

1. Company acknowledges that the Aviation Authority has made no

representations or warranties concerning the suitability of the Premises for Company's use or for any other use, and that except as expressly provided in this Agreement, the Aviation Authority shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises or any Improvements, furnishings, fixtures, trade fixtures or equipment constructed, installed or used on or in the Premises.

2. Company hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of constructing Improvements to the Premises, and the costs of furnishings, fixtures, trade fixtures, signs, inventory and equipment needed to operate from the Premises hereunder; that it has done its own projections of the volume of business it expects to generate in operating from the Premises hereunder; that it is relying on its own business judgment concerning its prospects for operating on the Premises under this Agreement on a profitable basis; and that the Aviation Authority has not made any representations or warranties with respect to any such matters.

3. The Aviation Authority does not warrant the accuracy of any statistics provided by the Aviation Authority or anyone on its behalf. Additionally, the Aviation Authority does not warrant the accuracy of any projections relating to the Airport and its operations. Company agrees that the Aviation Authority shall not be responsible for any inaccuracies in such statistics, projections or their interpretation.

4. All statements contained in this Agreement or otherwise made by the Aviation Authority or anyone on its behalf concerning any measurement relating to the Premises or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by Company under or in connection with this Agreement.

5. The Aviation Authority shall not be liable to Company for any loss of business or damages sustained by Company as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the Terminal Complex or the Airport, including, but not limited to, any restriction of access to the Airside portions of the Terminal Complex to ticketed passengers.

ARTICLE 9 - CONTRACT BOND OR LETTER OF CREDIT

Company shall provide to the Aviation Authority on the execution of this Agreement, a Contract Bond or, at the option of Company (and subject to certain additional requirements as described below), an irrevocable standby Letter of Credit ("Letter of Credit") in the form attached hereto as Item III-A and Item III-B. Such Contract Bond or Letter of Credit shall be effective as of the Commencement Date hereof and shall be maintained by Company throughout the Term of this Agreement in an amount equal to Five Thousand and No/100 Dollars (\$5,000.00). Such Contract Bond or Letter of Credit shall guarantee the faithful performance by Company of all its obligations under this Agreement, including, without limitation, the payment by Company of all Concession Fees due hereunder. Any Contract Bond shall be on a form to be provided by the Aviation Authority and shall be written by a company that meets at least one of the following criteria: (A) has at least one investment grade long-term debt rating from Moody's Investors Service ("Moody's"), Standard & Poor's Financial Services ("S&P") or Fitch Ratings ("Fitch"); or (B) has a Financial Strength rating of A- or

better from A.M. Best Company ("A.M. Best"). Any Letter of Credit provided hereunder shall be on a form provided by the Aviation Authority and shall be issued by an FDIC-insured bank that meets a minimum of one of the following criteria: (A) has at least one investment grade long-term debt rating from Moody's, S&P or Fitch; or (B) has a Financial Strength rating of A- or better from A.M. Best; or (C) has at least \$100 million in total assets, has maintained this asset level for the past three years, and has maintained a Tier 1 (core) risk based capital ratio of at least 6.0% for the past three years. In addition, no bank that is subject to enforcement by any regulatory agency may provide a Contract Bond or Letter of Credit. Finally, Contract Bonds and Letter of Credit agreements must be governed by Florida law, and the federal law of the United States, and must be provided by institutions physically located within the United States. In the event that any Contract Bond or Letter of Credit provided under this Article 9 shall be for a period of less than the full Term of this Agreement, or in the event the amount of the Contract Bond or Letter of Credit is to be increased or decreased, Company shall provide a renewal or replacement Contract Bond or Letter of Credit which complies with the requirements of this Article 9 at least one hundred eighty (180) days prior to the date on which the previous Contract Bond or Letter of Credit expires. Failure to timely provide a renewal or replacement bond shall be a default hereunder. The Letter of Credit must contain a condition that it shall be deemed automatically extended without amendment for one (1) year from the expiration date herein, or any future expiration date, unless ninety (90) days prior to any expiration date the Bank on which the Letter of Credit is drawn, shall notify the Aviation Authority by Registered Mail that such Bank elects not to consider the Letter of Credit renewed for any such additional period. Company's failure to timely provide a replacement Contract Bond or Letter of Credit hereunder shall constitute a default under this Agreement and the Aviation Authority shall be entitled to any remedies provided hereunder, and may, without limitation, proceed to recover under Company's existing Contract Bond or draw on the full amount of its existing Letter of Credit. If Company provides the Aviation Authority with a Letter of Credit or Contract Bond, Company shall maintain such Letter of Credit or Contract Bond in effect for at least one (1) year after the expiration or earlier termination of the Term hereof in the amount required for the last Agreement Period. However, the Aviation Authority shall release any existing Letter of Credit or Contract Bond provided by Company upon the Aviation Authority's receipt of a replacement Letter of Credit or Contract Bond that complies with the requirements of this Article 9.

ARTICLE 10 – THE AVIATION AUTHORITY'S RIGHT TO REPAIR OR ALTER FACILITIES

Notwithstanding any other provisions herein contained, the Aviation Authority shall have the absolute right to make any repairs, alterations, and additions to the Terminal Complex, as well as the right to enter the Premises for the purpose of so doing, free from any and all liability to Company for any loss of business or damages sustained by Company for whatever reason as a result of the making of any such repairs, alterations or additions. If the Aviation Authority does any work on the Premises which does not result in a direct benefit to the Premises and as a result makes the Premises wholly untenable, then all monetary obligations shall abate for such period of untenability.

ARTICLE 11 - INDEMNIFICATION AND INSURANCE

A. **Indemnification.** Company shall indemnify, defend and hold completely harmless the Aviation Authority, the City of Orlando 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 use, occupancy or maintenance of the Premises, including any Improvement thereto, or Company's operations at the Airport or in connection with any of Company'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 Company 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 Company 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 Aviation Authority's sole, gross negligence or intentional misconduct. The Aviation Authority shall give Company reasonable notice of any suit or claim for which indemnification will be sought under this Indemnification section, allow Company or its insurer to compromise and defend the same to the extent of its interests (subject to the Aviation Authority'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, Company shall use counsel reasonably acceptable to the Aviation Authority. Nothing herein shall be deemed a waiver by Aviation Authority of its sovereign immunity rights under the laws of The State of Florida.

B. Liability Insurance.

1. At its sole expense, Company shall maintain the following insurance throughout the Term of this Agreement, including any extensions or renewals, and such insurance will apply to Company, 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, contractual liability and fire legal liability insurance with limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, or Five Million and No/100 Dollars (\$5,000,000.00) per occurrence for Air Operations Area (AOA) access. 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 Terminal Complex resulting in property damage or bodily injury (including death) in the amount of not less than

- One Million Dollars (\$1,000,000.00) combined single limit per accident or
- Five Million Dollars (\$5,000,000.00) combined single limit per accident for AOA access,
- OR (as recommended by Risk Management): One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence and Three Hundred Thousand and No/100 Dollars (\$300,000.00) aggregate for bodily injury and Fifty Thousand and No/100 Dollars (\$50,000.00) for property damage.

c. Workers Compensation and Employers Liability insurance covering all Company's employees who will be engaged at Terminal Complex with statutory limits in accordance with Florida law, and employer's liability with policy limits not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) for disease each employee and Five Hundred Thousand Dollars (\$500,000.00) for disease policy limit. If the Company is self-insured, the Company shall provide proof of self-insurance and authorization to self-insure as required by applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

Company agrees to the following as it relates to all above required insurance:

a. Self-insured retentions or deductibles shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the insurer is required to pay claims from first dollar without a requirement that Company pay its deductible prior to that time;

b. The insurance shall be primary and not contributory to any other valid and collectible insurance the Aviation Authority 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 Aviation Authority;

d. All insurance required for this Agreement shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando.

e. Prior to the Effective Date or the installation of any Improvements by Company or its contractors, agents, or representatives, the above insurance shall be in 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 Company in accordance with the provisions of this Article 11.B. shall be furnished to the Aviation Authority at least fifteen (15) days prior to the Effective Date or any installation of any Improvements by Company at the Airport, whichever first occurs, and each renewal thereafter during the term of this Agreement and its renewal/extension. Company acknowledges that any acceptance of certificate of insurance by Aviation Authority does not waive any obligations herein this Agreement.

g. Company shall provide Aviation Authority immediate written notice upon Company's knowledge, but not less than 30 days, of any adverse material change in Company's required insurance coverage. For purposes of this insurance 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 Company's self-insured retention or deductible, or any non-renewal or cancellation of required insurance;

h. Commercial General Liability and Automobile Liability insurance shall name Aviation Authority and City of Orlando 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. The Chief Executive Officer shall have the right to alter the monetary limits or the coverages herein specified from time to time during the Term of this Agreement, and Company shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

C. **The Aviation Authority's Right to Purchase.** If Company does not comply with its covenants made in paragraphs C of this Article 11, the Aviation Authority shall have the right, but not the obligation, to purchase a property insurance policy, at current market rates, covering the leasehold property and improvements. In such event and upon Aviation Authority's demand, Company shall reimburse Aviation Authority for such insurance premiums, commissions, deductibles and/or self-insured retentions as each may apply.

D. **Member Protection.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the operations of Company under this Agreement, as this Agreement may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Aviation Authority, or by enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any past, present or future member, officer, employee or agent, of the Aviation Authority, as such, either directly or through the Aviation Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Aviation Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment of or to the Aviation Authority, or any receiver therefor or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

E. **Survival of Provisions.** The provisions of this Article 11 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 12 - DAMAGE OR DESTRUCTION

A. **Minor Damage.** If all or a portion of the Premises are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by the Aviation Authority at its own cost and expense subject to the limitations of Article 12.D., below; provided, however, that if the damage is caused by the negligent act or omission of Company, its officers, agents, employees, contractors, subcontractors, licensees or invitees, Company shall be responsible for reimbursing the Aviation Authority for the cost and expense incurred in such repair, subject to the provisions of Article

11.C.3.e., above. In the event of such minor damage in which no portion of the Premises is untenable, there will be no abatement of the Concession Fees payable by Company to the Aviation Authority hereunder.

B. **Substantial Damage.** If all or a portion of the Premises shall be damaged by fire, explosion, the elements, public enemy, or other casualty, to such an extent as to render the Premises or such portion thereof untenable, but which can reasonably be repaired within thirty (30) days, the same shall be repaired with due diligence by the Aviation Authority at its own cost and expense, subject to the limitations of Article 12.D., below, and there shall be an equitable abatement of all Concession Fees and utility fees payable by Company to the Aviation Authority from the time of such damage until such time as the Premises are fully restored and certified by the Aviation Authority's engineers as ready for occupancy; provided, however, that if said damage is caused by the negligent act or omission of Company, its officers, agents, employees, contractors, subcontractors, licensees or invitees, the Concession Fees payable by Company to the Aviation Authority hereunder will not abate and Company shall be responsible for reimbursing the Aviation Authority for the cost and expenses incurred by it in such repair, subject to the provisions of Article 11.C.3.e., above.

C. **Extensive Damage.**

1. In the event that all or a portion of the Premises are destroyed by fire, explosion, the elements, the public enemy or other casualty, or so damaged that they are untenable and cannot reasonably be repaired within thirty (30) days, the Aviation Authority shall be under no obligation to repair, replace or reconstruct the Premises. The Concession Fees and utilities charges payable by Company to the Aviation Authority hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as said Premises are restored so as to render the Premises tenable or the Aviation Authority elects to terminate this Agreement by written notice to Company. If within twelve (12) months after the time of such damage or destruction the Aviation Authority has neither elected to terminate this Agreement, nor repaired, nor replaced, nor or reconstructed the Premises to the extent required by this Article 12, Company may terminate this Agreement by written notice to the Aviation Authority.

2. Notwithstanding the foregoing, if said Premises are destroyed or so damaged and rendered untenable so that they cannot reasonably be repaired within thirty (30) days as a result of the negligent act or omission of Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, invitees, the Concession Fees payable hereunder shall not abate and the Aviation Authority may, in its discretion, subject to the provisions of Article 11.C.3.e., above, require Company to complete repair and reconstruction of said Premises promptly and pay the costs therefor, or the Aviation Authority may repair and reconstruct said Premises, and Company shall be responsible for reimbursing the Aviation Authority for the costs and expenses incurred in such repair and reconstruction.

D. **Limits of the Aviation Authority's Obligations Defined.** In the application of the provisions of paragraphs A through C of this Article 12, the Aviation Authority shall in no event be obligated to repair, replace or reconstruct the Premises in any manner other than as set

forth as the obligation of the Aviation Authority in Article 6.A.1., above.

E. **Damage or Destruction of Improvements.** Should the Company's Improvements to the Premises 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, Company shall, at its sole cost and expense, and in compliance with Article 6.C. through 6.E., above, reconstruct all Improvements to the Premises and replace all furnishings, fixtures, signage, trade fixtures and equipment with all such replacements being of equal quality to those originally installed by Company in the Premises, except in the event that the Premises are so damaged that they are untenable and cannot reasonably be repaired within thirty (30) days and the Aviation Authority has elected to terminate this Agreement as provided in Article 12.C., above. If Company fails to repair or replace such improvements in accordance with a schedule approved by the Aviation Authority, the Aviation Authority shall have the right (but not the obligation) to make such repairs and/or replacement and recover from Company the cost and expense thereof.

ARTICLE 13 - DEFAULT BY COMPANY

A. **Events of Default.** Any one of the following events shall constitute an Event of Default by Company hereunder:

1. The failure of Company to make any payment required to be made by Company hereunder when due as herein provided, which failure is not remedied within ten (10) days after receipt by Company of the Chief Executive Officer's written demand;
2. The failure of Company to provide any financial report, independent auditors' report, schedule, or statement required to be submitted to the Aviation Authority or any officer or employee thereof when due as herein provided, which failure is not remedied within five (5) days after receipt by Company of the Chief Executive Officer's written demand;
3. The failure of Company to provide any Contract Bond (or Letter of Credit) or renewal of a Contract Bond (or Letter of Credit) on or before the date on which the same is required hereunder;
4. The failure of Company to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by Company, and continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by Company of the Chief Executive Officer'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 Company has commenced to cure the default and is proceeding diligently;
5. 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 Company hereunder when due as herein provided (provided that notice of such failure shall have been given to Company, but whether or not Company shall have remedied any such failure

within the time provided for in such notice);

6. 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 Company (provided that notice of such failure shall have been given to Company, but whether or not Company shall have remedied any such failure within the time provided for in such notice);

7. The discovery by the Chief Executive Officer that any material statement of fact furnished by Company in connection with its proposal for this Concession is false or materially misleading;

8. Abandonment of the Premises at any time prior to the expiration of this Agreement without the prior written consent of the Aviation Authority;

9. Commencement by Company 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;

10. Commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Company 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;

11. Insolvency of Company or any guarantor or surety of this Agreement, or if Company or any guarantor or surety of this Agreement is generally unable to pay its debts as they become due;

12. The making by Company 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;

13. The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Company or of any guarantor or surety of this Agreement, whether or not judicial proceedings are instituted in connection with such appointment or sufferance;

14. The placement of any lien upon the Premises or any improvements thereto which is not discharged of record within thirty (30) days, or any levy under any such lien; or

15. The occurrence of an event of default under any other agreement, concession or otherwise, between Company and the Aviation Authority. In addition, Company 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 Company and the

Aviation Authority.

B. **Remedies Upon Company's Default.** Upon the occurrence of any Event of Default, as defined in Article 13.A. above, the Aviation Authority may pursue any of the following remedies, or such other remedies as may be available to the Aviation Authority at law or in equity:

1. The Aviation Authority may terminate this Agreement by giving notice thereof to Company. In such event, the Term of this Agreement shall cease as of the date of such notice of termination and any and all rights, title and interest of Company hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire Term of this Agreement had elapsed; or

2. Without terminating this Agreement, terminate Company's right to possession of the Premises, retake possession of the Premises, and recover immediately from Company damages calculated as follows:

a. all unpaid Concession Fees that had been earned at the time of termination of Company's right to possession, together with,

b. the amount by which the unpaid Concession Fees earned after the date of termination of Company's right to possession of the Premises until the time of award of a new agreement for the Premises exceeds the amount of the loss of Concession Fees that Company proves has been or could have reasonably been avoided, together with,

c. the worth, at the time of such award, of the amount by which the unpaid Concession Fees for the balance of the Term after the time of award of a new agreement for the Premises exceeds the amount of the loss of Concession Fees that Company proves could reasonably be avoided. (For purposes of this subparagraph c., the worth, at the time of award, of such amount shall be determined by discounting such amount in accordance with accepted financial practice at the rate of four percent (4%) per annum to its present worth.)

Upon entry of judgment for such damages, as described above, this Agreement shall be deemed to be terminated; or

3. The Aviation Authority may, without terminating this Agreement, terminate Company's right to possession of the Premises, retake possession of the Premises and relet the Premises (including any Improvements), or any part thereof, for a Term at the Aviation Authority's option, that may be less than or exceed the period which would otherwise have constituted the balance of the Term of this Agreement. In such event, Company shall pay to the Aviation Authority any deficiency between the rent herein reserved and the net amount of the rents due on account of any other agreement for the Premises for each month of the period which would otherwise have constituted the balance of the Term of this Agreement, provided that the Aviation Authority has made a good faith effort to re-let the Premises at a rental rate which it determines to be reasonable under the circumstances. The Aviation Authority may recover such deficiency from Company at the time each payment becomes due under the Agreement, or, at the Aviation Authority's option, upon the expiration of the Term of this Agreement.

C. Further Provisions Regarding Default.

1. In any event and irrespective of any option exercised, Company shall pay to the Aviation Authority upon demand all of the unpaid Concession Fees and other sums due from Company hereunder prior to the date that the Aviation Authority terminates the Agreement or Company's right to possession of the Premises, and all of the Aviation Authority's costs, charges and expenses, including reasonable Attorney's Fees, and fees of agents and others retained by the Aviation Authority, incurred in connection with the recovery of sums due under this Agreement, or because of the breach of any covenant or agreement of Company contained in this Agreement or for any other relief against Company, and including, with respect to the options set forth in Article 13.B.2. and Article 13.B.3. above, all costs and expenses of the Aviation Authority in connection with the reletting of the Premises and collection of Concession Fees due and owing from any new concessionaire, and the cost of all repairs or renovations reasonably necessary in connection with the reletting, including, provided however, Company shall not pay for the refixturing of the Premises in connection with the reletting, without limitation, brokerage and reasonable Attorneys' Fees. Even if Company has previously elected to proceed under Article 13.B.2. or Article 13.B.3. above, the Aviation Authority may, at any time thereafter, elect to terminate this Agreement; provided, however, that no action taken by the Aviation Authority pursuant to this Article 13 shall be deemed to terminate this Agreement unless written notice of termination is given by the Aviation Authority to Company. Company hereby waives any notices of default not specifically provided for in this Article 13, above, including, without limitation, the three-day notice provided for in Section 83.20, Florida Statutes.

2. No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance by the Aviation Authority of any sums from Company at any time when Company is in default under any covenant or condition hereof shall not be construed as a waiver of such default or of the Aviation Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by the Aviation Authority to Company be taken as an estoppel against the Aviation Authority, it being expressly understood that the Aviation Authority may, at any time thereafter, if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

3. The rights and remedies given to the Aviation Authority by this Agreement shall not be exclusive, and in addition thereto, the Aviation Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by the Aviation Authority shall not impair its standing to exercise any other right or remedy.

4. It is expressly agreed that in the event of default by Company hereunder, the Aviation Authority shall have a lien upon all goods, chattels, personal property and equipment of any description belonging to Company which are located on, or become a part of the Premises or any improvements thereto, as security for any fees or other charges which are then due or which become due for the remainder of the Term of this Agreement, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, and Company shall not

remove or permit the removal of any of such property until all defaults under this Agreement have been cured.

5. Company hereby waives 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.

ARTICLE 14 – LIQUIDATED DAMAGES

A. **The Aviation Authority's Right to Liquidated Damages.** If Company or its sub-tenants fail to keep, observe, or perform any of the covenants or terms and conditions required herein, the Aviation Authority shall impose the financial Liquidated Damages as set forth below, as a result of such violation(s), accrued on a daily basis, in addition to any other Liquidated Damages permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation	Fee
Violation of Permitted Use of a Location	\$100.00 per day/per location
Failure to Maintain Required Hours of Operation	\$ 25.00 per hour/per location
Failure to Submit Required Documents and Reports	\$100.00 per day/per location
Unauthorized Advertising	\$ 50.00 per day/per location
Failure to Maintain Clean Location(s)	\$ 50.00 per day/per location
Failure to Maintain Reasonable Pricing	\$ 50.00 per day/per location
Installation of unapproved Fixtures in Location(s)	\$ 50.00 per day/per location
Violations of Other Non-Monetary Terms and Conditions	\$ 75.00 per day/per location

The foregoing are due and payable from Company until said violations are remedied, and the Chief Executive Officer has issued a written notice to Company that they are in compliance. Company shall pay to the Aviation Authority said fines herein in full, in lawful money of the United States, at the office of the Director of Finance, Greater Orlando Aviation Authority, 5855 Cargo Road, Orlando, Florida 32827-4399, within five (5) business days of receipt of such written notice of compliance, or at such other place as the Chief Executive Officer may designate in writing from time to time. The Aviation Authority shall be entitled to assess and collect any such Liquidated Damages from Company imposed under this Agreement. Any such liquidated damages due by Company shall not be considered Gross Receipts under this Agreement.

If Company's violation continues after the thirty (30) day prior written notification to Company from the Aviation Authority given in accordance with Article 13.A.4., the Executive Director, in his or her sole discretion, may terminate the Agreement. If Company continues to be in violation under this Article 14 for a period of five (5) days, and following the thirty (30) day

prior notice provided above to Company, Company shall be required to substantiate to the Aviation Authority that it is taking all reasonable efforts to ensure compliance by Company of such violations, including, if necessary, termination of the Agreement. If Company cannot substantiate to the Aviation Authority that it took all reasonable efforts to ensure compliance within such thirty (30) day period, the Executive Director, in his or her sole discretion, may elect to terminate this Agreement, notwithstanding other provisions of default in this Agreement contained herein.

ARTICLE 15 — ASSIGNMENT AND SUBCONTRACTS

A. **The Aviation Authority's Right to Approve Assignments and Subcontracts.** Company shall not sell, assign, sublease or transfer this Agreement or any of its rights and privileges hereunder or permit any such sale, assignment, sublease or transfer to occur by operation of law, or contract for the performance of any of the services to be provided by it hereunder without the Aviation Authority's prior written approval, which approval may be granted or withheld by the Aviation Authority in the exercise of its sole discretion. The Aviation Authority may condition its approval of any such sale, assignment, sublease or transfer upon the payment to the Aviation Authority by Company of all or any portion of any fees Company receives from such purchaser, assignee, sublessee or transferee in excess of the fees (or a pro rata portion of the fees attributable to the space that is the subject of such sale, assignment, sub-lease or transfer) payable to the Aviation Authority by Company under this Agreement. Any cost of considering or approving such a request for assignment or subcontract shall be borne by Company.

B. **Change of Control.** If Company is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in Company to result in a change of control of Company shall be deemed an assignment of this Agreement for purposes of this Article 15. If Company is a partnership, transfer of any interest in the partnership, which results in a change in control of such Company, shall be deemed an assignment of this Agreement for purposes of this Article 15.

Company agrees that it will remain fully obligated and liable under every provision of this Concession Agreement. In addition, because Company is a publicly traded company, no transfer of shares of stock shall be deemed a default.

Company shall have the right, without the Aviation Authority's consent, at any time during the Term of this Agreement, to assign or otherwise transfer this Agreement and its rights hereunder to (a) a business entity with which Company merges or consolidates; (b) any corporation or other entity which shall be a successor of Company; (c) any corporation or other entity which has directly or indirectly acquired, or is concurrently therewith is directly or indirectly acquiring, ownership or control of a substantial portion of Company's assets, or (d) a business entity directly or indirectly acquiring all or substantially all of the capital stock or other equity interests of Company. Aviation Authority's consent shall also not be required for any change of control of Company resulting from (a) Company's parent company merging or consolidating; or (b) a transfer of all or substantially all of the capital stock or other equity interests of Company's parent company.

ARTICLE 16 - WAIVER OF CLAIMS

Company hereby waives any and all claims it now has or may hereafter have against the City and the Aviation Authority, and against any member (including, without limitation, all members of the governing board of the Aviation Authority, the Orlando City Council, and the advisory committees of each), officer, agent or employee of each, 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. Company further hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Premises available to Company or by reason of any defects or deficiencies in the Premises or in the Terminal Complex or because of any interruption in any of the services thereto, including, but not limited to, power, gas, telephone, heating, air-conditioning or water supply systems, drainage or sewage systems, and Company hereby expressly releases the City and the Aviation Authority from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 17 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

A. **Required Covenants.** The provisions set forth in the Required Covenants, attached hereto as Appendix 2, are incorporated herein as if set forth in this Agreement verbatim. The Aviation Authority shall have the right to enforce the Required Covenants.

B. **Remedies; Attorneys' Fees and Costs.** All remedies provided to the Aviation Authority in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder. In the event that any proceedings at law or in equity arise hereunder or in connection herewith (including any appellate proceedings or bankruptcy proceedings), the prevailing party shall be awarded costs, reasonable Attorneys' Fees, reasonable expert witness fees, and any other expenses incurred in connection with such proceedings.

C. **Warranty of Company as to Conflicts of Interest.** Company represents and warrants to the Aviation Authority that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of the Aviation Authority has any interest, direct or indirect, in the business of Company to be conducted hereunder, and that no such persons shall have any such interest at any time during the Term hereof.

D. **Notices.** All notices required or permitted to be given by the Aviation Authority to Company hereunder shall be in writing and delivered to it by courier service providing a written record of the date of delivery, or United States certified mail, postage prepaid, return receipt requested, addressed to Company at the address shown on page one hereof. All notices required or permitted to be given to the Aviation Authority hereunder shall also be in writing and delivered to it by courier service providing a written record of the date of delivery or United States certified mail, postage prepaid, return receipt requested addressed to:

Chief Executive Officer
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Either party may change its address for purposes of this paragraph by written notice similarly given.

E. **Regulations of the Aviation Authority.** The rights and privileges granted to Company hereunder and the occupancy and use by Company of the Premises shall at all times be subject to the reasonable rules and regulations of the Aviation Authority as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of the Aviation Authority's Policy and Procedures Manual as the same may be amended from time to time.

F. **Interest.** Any sums payable to the Aviation Authority by Company under any provisions of this Agreement which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

G. **Miscellaneous Provisions.**

1. Company and its employees shall promptly observe and comply with applicable provisions of all municipal, county, state or federal laws, ordinances, regulations or rules which govern or apply to Company or to its operations hereunder.

2. Company shall, at its own cost and expense, procure and keep in force during the Term of this Agreement, all necessary licenses, registrations, certificates, bonds, permits, employee security clearances and badges, and other authorizations as are required by law in order for Company to conduct its operations on the Premises granted hereunder, and shall pay all taxes (including sales and use taxes), assessments (including, without limitation, stormwater utility fees), excises, license, certification, permit and examination fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction, on the Premises, on its operations, on its Gross Receipts, on its income, on this Agreement and the fees payable to the Aviation Authority hereunder, on the rights and privileges granted to Company herein, on the Premises and on any and all Improvements on the Premises, and Company shall make and file all applications, reports, and returns required in connection therewith.

3. Company agrees to repair promptly, at its sole cost and expense and in a manner acceptable to Aviation Authority, any damage caused by Company or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any Improvements or property located thereon, subject to the provisions of Article 11.C.3.e., above.

4. Company is not authorized to act as the Aviation Authority's agent hereunder and shall have no authority, express or implied, to act for or bind the Aviation Authority

hereunder and nothing contained in this Agreement shall be deemed or construed by the Aviation Authority or Company or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make the Aviation Authority the joint employer of any employee of Company.

5. The Aviation Authority, through its designated agents, shall have the right during Company's normal business hours (and at any time during an emergency) to inspect the Premises and the property of Company located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property. The Aviation Authority will use its best efforts not to interfere with Company's operating during any inspection.

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

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

8. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

9. If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.

10. Except as otherwise provided herein, if certain action may be taken only with the consent or approval of the Chief Executive Officer or the Aviation Authority, or if a determination or judgment is to be made by the Chief Executive Officer or the Aviation Authority, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Chief Executive Officer or the Aviation Authority.

11. Aviation Authority reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, Terminal Complex (including entering the Premises), landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for the loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions including, but not limited to, any damages resulting from negligence of the Aviation Authority or its employees, agents or contractors.

12. As required by Florida law, the Aviation Authority hereby includes the following notification as part of this Agreement:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

13. Company understands that the Premises are located within or adjacent to the air operations area of the Airport. Company shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Premises and adjoining elevators so as to prevent unauthorized persons from obtaining access to the air operations area of the Airport. Any fines or other penalties incurred by the Aviation Authority as a result of Company's (or its subtenants') breach of this Article 17.G.13. shall be included in the Indemnification provided to Aviation Authority pursuant to Article 11.A. hereof.

H. **Applicable Law.** This Agreement has been entered into and shall be governed by, and shall be construed and interpreted in accordance with the laws of, the State of Florida. Any proceedings whether local, state or Federal brought by any party to this Agreement, arising out of any covenant, provision or condition of this Agreement shall be filed in a court of competent jurisdiction in Orange County, Florida.

I. **Public Entity Crimes Act.** Company represents that it is familiar with the terms and conditions of Section 287.133, Florida Statutes, and Company further represents and warrants unto Aviation Authority that, to the best of its knowledge and good faith belief, neither Company nor any affiliate of Company has ever been convicted of a public entity crime. Company acknowledges receipt of the following notice:

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.

J. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, and the separately executed Cash Deposit Agreement, which is incorporated herein by reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Company hereby affirms the completeness and accuracy of the information provided by Company to the Aviation Authority in the Eligibility and Proposal Form and in all attachments thereto and enclosures therewith, submitted by Company to the Aviation Authority in connection with the award of the Concession.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

ATTEST:



Anna Farmer

**GREATER ORLANDO
AVIATION AUTHORITY**

By: 

Kevin J. Thibault, P.E., F.ASCE
Chief Executive Officer

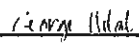
Date: May 16, 2023

APPROVED AS TO FORM AND LEGALITY
On the 3rd day of May, 2023
for the use and reliance of the Greater
Orlando Aviation Authority, only.

By: 

Camille M. Evans Esq.

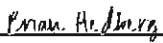
READY CREDIT CORPORATION

ATTEST: DocuSigned by

(1028015474)

Printed Name: George Hital

Title: COO

[Corporate Seal]

By: DocuSigned by

(1028015474)

Printed Name: Brian Hedberg

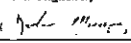
Title: President & CEO

Date: May 1, 2023

**OR
TWO WITNESSES:**

DocuSigned by
(1) 
(1028015474)

Printed Name: Tashi Yangzom

DocuSigned by
(2) 
(1028015474)

Printed Name: Julio Munoz

[If applicable]

AGREEMENT OF GUARANTY

In order to induce the GREATER ORLANDO AVIATION AUTHORITY (the "Aviation Authority") to enter into the attached Pre-Paid Card Services Concession Agreement (the "Agreement") with Ready Credit Corporation (the "Company") (which the Aviation Authority would be unwilling to do without this Agreement of Guaranty), the undersigned unconditionally guarantees to the Aviation Authority that Company will fully and timely make payment, prior to the expiration of any portion applicable provided in this Agreement, of all Concession Fees and other payments which Company is required to pay to the Aviation Authority under this Agreement, and that Company will comply with all of the other terms and conditions of this Agreement.

The obligations of the undersigned hereunder shall be direct and immediate and not conditional or contingent upon the Aviation Authority's pursuit of its remedies against Company, and shall remain in full force and effect notwithstanding (i) amendments or modifications to this Agreement entered into by the Aviation Authority and Company without the knowledge or consent of the undersigned, (ii) waivers of compliance with or any default under this Agreement granted by the Aviation Authority to Company without the knowledge or consent of the undersigned, (iii) the discharge of Company from its obligations under this Agreement as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same has been or may be amended (the "Bankruptcy Code"), or any similar State or Federal law, or any limitation or reduction of the liability of Company or its estate as a result of any such proceeding, none of which shall be construed as affecting the obligations and liabilities of Company under this Agreement for purposes of this Guaranty, or (iv) any other action taken by the Aviation Authority or Company that would, in the absence of this clause, result in the release or discharge by operation of law of the undersigned from its obligations hereunder.

The obligations of the undersigned under this Guaranty shall include the obligation to reimburse the Aviation Authority for any preferential payments received by the Aviation Authority from Company under or pursuant to this Agreement in the event that Company becomes a debtor under the Bankruptcy Code, or any similar State or Federal law. If a bankruptcy petition has been filed by or against Company during any preferential period (as established by the Bankruptcy Code or other applicable law) and Company has made payments to the Aviation Authority under this Agreement during said preferential period, this Guaranty shall not terminate unless and until a final, non-appealable decision by a court of competent jurisdiction or other agreement has been entered or reached pursuant to which the Aviation Authority shall be entitled to retain all such monies paid during such preferential period.

The undersigned shall be obligated to pay all costs and expenses (including reasonable attorney's fees) paid or incurred by the Aviation Authority for the enforcement of the obligations of the undersigned hereunder, including, but not limited to, costs, expenses and reasonable attorney's fees in connection with any bankruptcy proceeding or any appeals. This Guaranty shall inure to the benefit of the Aviation Authority, its successors and assigns, and shall be binding upon the undersigned and their successors and assigns. This Guaranty may not be amended or modified except by written agreement executed by both the Aviation Authority and the undersigned. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned has executed this Agreement of Guaranty
this 1st day of May, 2023

ATTEST: DocuSigned by:
George Hilal
3F49A8959FB446E...

Printed Name: George Hilal

Title: COO

[Corporate Seal]

Ready Credit Corporation

GUARANTOR

By: DocuSigned by:
Brian Hedberg
198983455847441...

Printed Name: Brian Hedberg

Title: President & CEO

Date: 5/1/2023

OR

TWO WITNESSES:

(1) DocuSigned by:
Tashi Yangzom
7F869374EF9048C...

Printed Name: Tashi Yangzom

(2) DocuSigned by:
Julio Munoz
8143ECCD7BEC476...

Printed Name: Julio Munoz

APPENDIX 1

Standards for Operating Concession

A. **Operating Hours.** Company shall operate the Concession on the Premises in accordance with the provisions of this Agreement twenty-four (24) hours per day, seven (7) days per week throughout the Term hereof, to provide a high level of service to the traveling public.

B. **Type of Operation.** Company shall at all times during the term hereof occupy, equip, furnish, operate and maintain a first-class facility on the Premises for the pre-paid card service kiosks concession, and shall keep the Premises in a safe, clean, orderly, and attractive condition satisfactory to the Chief Executive Officer and conforming to the Tenant Design Criteria Retail, Food and Beverage. Company shall maintain a sufficient number of trained personnel off Premises to ensure that customers of Company will receive prompt and courteous service at all times. Company shall offer for sale only services of the highest quality. Any item or service which the Chief Executive Officer deems offensive to the general public shall be promptly and permanently removed by Company from the Premises upon notice from the Executive Director. Company shall not permit any nuisance, waste or injury to be committed on the Premises.

C. **Quality of Services.**

1. Company acknowledges that the primary goal of the Aviation Authority, with regard to the concession operations hereunder is to provide to the public and the air traveler high quality and first class service at reasonable prices. Company further acknowledges the special characteristics of the Orlando air traffic market, which has a very high proportion of tourist travelers, many with small children, who spend considerable time in the Terminal Complex before departing for their destinations and frequently avail themselves of Company's services. To ensure that these visitors depart Orlando with the best impression possible of the Airport and the community, the Aviation Authority is unequivocally committed to maintain high quality products and services at reasonable prices at all times throughout the term of this Agreement. The Company shall sell only high quality services which shall be comparable in quality to comparable pre-paid card service kiosks in first class facilities of similar type in the Greater Orlando area.

2. Upon written notice to Company by the Chief Executive Officer of any violation of this Appendix 1.C. with respect to the failure to comply with any applicable municipal county, state and federal laws, ordinances and regulations with respect to the services at the Premises (which notice shall specify the item constituting the violation), Company shall correct such violation within twenty four (24) hours of the time of receipt of such written notice (or such greater period of time that the Chief Executive Officer may allow) and promptly advise the Chief Executive Officer in writing of the corrective measures Company has taken.

3. At any time during the Term of this Agreement, the Chief Executive Officer may hire an independent consultant to undertake a survey of the overall quality of the services at the Concession (or the quality of one or more particular items thereof) served by Company in the Terminal Complex and the quality of the services sold in a first class pre-paid card service kiosks of similar type in the Greater Orlando area. If the survey indicates that the quality of any service sold by Company is below that of a store of similar type in the greater Orlando area, the

Chief Executive Officer may send a written notice to Company specifying the deficiencies in the quality of its services noted in the survey and directing Company to make the required improvements within fifteen (15) days from the date of receipt of such written notice (or such greater period of time that the Chief Executive Officer may allow) and promptly to advise the Chief Executive Officer in writing of the corrective measures Company has taken.

4. Company shall be in default under this Agreement if it: (i) fails within the specified time to make the improvements in the quality of its services as required under Appendix 1.C.3.; (ii) fails within the specified time to make the improvements in the quality of Company's services under Appendix 1.C.2, above, a total of three (3) times (aggregating violations of Appendix 1.C.2) during any consecutive twelve (12) month period; or (iii) fails to make the improvements in the quality of Company's services required under Appendix 1.C.2 within twenty four (24) hours (or such greater period as the Chief Executive Officer may allow) or Appendix 1.C.3. within forty-eight (48) hours after notice from the Executive on any single occasion.

5. The Aviation Authority may declare Company in default of this Agreement for violation of the requirements of this Appendix 1.C. without reference to the thirty-day (30) day notice period set forth in Article 13.A.4.

D. **PCI Compliance.** Company shall not connect to or utilize any computer network or systems of the Aviation Authority, including, without limitation, for transmission of credit card payments. Company shall be solely responsible for providing and maintaining its own computer networks and systems and shall ensure its system ensure its system used to collect, process, store or transmit credit card or customer credit card and/or personal information is compliant with all applicable Payment Card Industry ("PCI") Data Security Standard ("DSS").

1. Company shall, within 5 days, notify the Aviation Authority of any security malfunction or breach, intrusion or unauthorized access to cardholder or other customer data, and shall comply with all then applicable PCI requirements.

2. Company, in addition to notifying the Aviation Authority and satisfying the PCI requirements, will immediately take the remedial actions available under the circumstances and provide the Aviation Authority with an explanation of the cause of the breach or intrusion and the proposed remediation plan. Company will notify the Aviation Authority promptly if it learns that it is no longer PCI DSS compliant and will immediately provide the Aviation Authority with a report on steps being taken to remediate the non-compliance status and provide evidence of compliance once PCI DSS compliance is achieved.

3. Company, its successor's and assigns, will continue to comply with all provisions of this Agreement relating to accidents, incidents, damages and remedial requirements after the termination of this Agreement.

4. Company shall ensure strict compliance with PCI DSS for each credit card transaction and acknowledges responsibility for the security of cardholder data. Company will create and maintain reasonable detailed, complete and accurate documentation describing the systems, processes, network segments, security controls and dataflow used to receive, process transmit store and secure Customer's cardholder data. Such documentation shall conform to the most current version of PCI DSS.

5. Company must maintain PCI Certification as a bankcard merchant at the Airport. Company is responsible, at Company's own expense, to contract and pay for all quarterly, annual or other required assessments, remediation activities related to processes within Concessionaire's control, analysis or certification processes necessary to maintain PCI certification as a bankcard merchant.

6. PCI DSS - Company shall make available on the Premises, within 24 hours upon request by the Aviation Authority, such documentation, policies, procedures, reports, logs, configuration standards and settings and all other documentation necessary for the Aviation Authority to validate Company's compliance with PCI DSS as well as make available to the individuals responsible for implementing, maintaining and monitoring those system components and processes. Requested logs must be made available to the Aviation Authority in electronic format compatible with computers used by the Aviation Authority.

7. Evidence of PCI DSS Compliance – Company agrees to supply their PCI DSS compliance status and evidence of its most recent validation of compliance upon execution of the Contract. Company must supply to the Aviation Authority evidence of validation of compliance at least annually to be delivered along with the Annual Certification of Fees in accordance with Article 5.C. of this Agreement.

E. Standards of Service.

1. The Company operates unattended Kiosks. The Company shall at all times during the term hereof maintain a sufficient number of properly trained personnel at the Company's premises to ensure that all customers of Company receive prompt and courteous service at all times, and all such personnel, while on or about the Premises, shall be polite, clean, appropriately attired and neat in appearance. Employees of Company shall wear appropriate identification badges, subject to the approval of the Executive Director, and employees performing similar jobs shall wear similar uniforms, which shall be clean and pressed.

2. Company shall continuously monitor the supply of the services to ensure that there is a sufficient supply of such items on hand at all times to meet the foreseeable demand therefor.

3. Except as the Chief Executive Officer may otherwise agree in writing, Company shall operate this Concession at the Premises only through its own employees. Company shall comply with the requirements of all statutes, regulations and rules applicable to its employment practices in connection with the operation of this Concession, including, without limitation, the Fair Labor Standards Act, shall pay all appropriate federal and state employment and withholding taxes, and shall maintain records demonstrating compliance with the foregoing. All such records shall, upon reasonable notice from the Executive Director, be made available, either at the Premises, or, at the Executive Director's option, at the offices of the Aviation Authority, for inspection by the Aviation Authority, through its duly authorized representatives as often as the Chief Executive Officer shall request for a period of up to three (3) years after the end of the Agreement Period to which such records pertain.

F. Sanitary Condition of Premises and Equipment.

1. The Premises and all equipment and materials used by Company shall at all times be clean and sanitary and free from rubbish, refuse, garbage, dust, dirt and other offensive or unclean materials.

2. Company shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste in the Premises or annoy, disturb or be offensive to others in the Terminal Complex.

3. In the event Company fails to perform any sanitation procedures which the Chief Executive Officer determines are necessary to maintain the Premises and any improvements, furnishings, fixtures, trade fixtures, signs and equipment therein in properly sanitary condition, the Chief Executive Officer may, by written notice, direct Company to perform such procedures promptly, and, if Company fails to do so, Aviation Authority may, without waiving any of its other rights under this Agreement, enter upon the Premises to perform such procedures and require Company to pay the costs thereof.

G. Deliveries. All deliveries to and from the Premises shall be during such hours and at such locations as the Chief Executive Officer may specify. In addition, Company shall not use the Automated Guideway Transit System at the Airport for the purpose of transporting supplies, equipment or refuse between the Landside and Airside Buildings.

H. Reasonable Prices.

1. Price charged for all services offered for sale on the Premises shall be fair and reasonable. "Reasonable prices" for retail items sold by Company on the Premises shall be defined as prices comparable to the prices charged for comparable items sold at facilities of comparable quality in the Orlando area.

2. In addition to the requirements of Appendix 1.H.1. above, where a retail sales price is printed on any item, the price charged by Company for said items shall not exceed the printed price.

3. Company's initial schedule of services is set forth in Exhibit "B". The initial price of services may not be greater than the prices that Company submitted as part of its proposal to the Aviation Authority.

4. Notwithstanding any other provision hereof, if the Chief Executive Officer makes a preliminary determination that any particular price or charge of Company on the Premises is excessive in relation to prices or charges for comparable pre-paid card service kiosks at the comparable facilities mentioned above, the Chief Executive Officer may notify Company in writing that it must reduce such price or charge, and Company shall have ten (10) days from the date of receipt of such notice to implement an appropriate reduction in accordance with such notice. Such price or charge may thereafter be reinstated with the Executive Director's written approval if Company is able to produce evidence demonstrating to the Chief Executive Officer that such price or charge is reasonable in relation to prices and charges for comparable pre-paid

card service kiosks in such relevant facilities mentioned above. In the event the Chief Executive Officer declines to approve the reinstatement of such price or charge, Company may appeal the Executive Director's decision to the Aviation Authority's Concession/Procurement Committee, by written notice served upon the Aviation Authority within the three (3) business days following action by the Executive Director. In the event of such an appeal, the Concession/Procurement Committee shall evaluate the evidence presented and make a determination, subject to appeal to the Aviation Authority's governing board by written notice served upon the Aviation Authority within three (3) days after such determination by the Concession/Procurement Committee. The decision of the Aviation Authority's governing board shall be final and may be reviewed by certiorari by the Circuit Court for Orange County, Florida. In no event shall Aviation Authority, its Executive Director, or any member, officer, employee or agent thereof, be liable in damages or otherwise to Company or to any third party for any action taken under this paragraph or for any failure of the Company to enforce its right hereunder.

5. The cash registers used by Company must display prices for each item so that they can be easily seen by patrons while a transaction is being made and shall provide for each patron a detailed receipt of items sold.

I. **Signs and Graphics.** In entering this Agreement, Company acknowledges the Aviation Authority's desire to maintain a high level of aesthetic quality in all concession facilities throughout the Terminal Complex. The Chief Executive Officer shall have the right at any time during the term of this Agreement to enter the Premises to ensure that Company's operations conform to the Aviation Authority's Tenant Design Criteria Retail, Food and Beverage. Upon receipt of a written notice from the Chief Executive Officer that he has determined that Company's display or operations do not conform to the Tenant Design Criteria Retail, Food and Beverage, Company shall immediately make the modification to achieve conformance. All signage and graphics on the Premises must be in accordance with the Tenant Design Criteria Retail, Food and Beverage and approved by the Chief Executive Officer prior to the installation.

J. **Change Making Services.** Company shall provide without charge, change making service at each cashier's location in the Premises.

K. **Paging System.** Company shall not install any paging system within the Premises.

L. **Manager.** The management, maintenance, and operation of the Premises and the concession conducted thereon shall be at all times during the Term hereof under the supervision and direction of an active, qualified, competent, and experienced manager who shall at all times be subject to the direction and control of Company. Company will cause such manager to promptly respond when contacted by the Aviation Authority during normal business hours, and Company will at all times during the absence of such manager assign or cause to be assigned a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties.

M. **Personnel.**

1. Company shall, in its operation of the Premises under this Agreement, employ or permit the employment of only such personnel that will assure a high standard of service to the public. All such personnel, while on or about the Premises, shall be clean, neat in appearance, uniformly attired (with appropriate identification badge displaying no less than Company's and

employee name), and be courteous at all times.

2. No personnel employed by Company, while on or about the Airport, shall use improper language, act in a loud, boisterous, or otherwise improper manner, or be permitted to solicit business in an inappropriate manner within the Premises. Company shall maintain a sufficient number of trained personnel to ensure that customers of Company will receive prompt and courteous service at all time.

N. **Automobile Parking.** The Aviation Authority shall provide one parking space for Company's resident manager. Employee parking will be provided by the Aviation Authority at a parking lot that is not adjacent to the Terminal Complex, but the Aviation Authority will provide shuttle bus service between such parking lot and the Terminal Complex. Use of the manager's space and the employee parking lot shall be subject to the Aviation Authority's rules and regulations, including payment of fees and any taxes for the manager's space, the employee parking lot and shuttle bus service set by the Aviation Authority and subject to change from time to time at the Aviation Authority's discretion.

O. **Shopping Service.** The Chief Executive Officer shall have the right (without limitation) to monitor and test the quality of Company's service and the effectiveness of its cash handling procedures through the use of a professional shopping service employed by the Aviation Authority. In the event that the Aviation Authority determines through the use of such shopping service that the level of Company's service is below that required under the terms of this Agreement or that Company's sales are not being properly recorded, then Company shall immediately undertake the correction of the problem.

P. **Customer Complaints.** In the event that any written customer complaint with respect to Company's operations on the Premises is delivered to Company at the Premises (or to the Aviation Authority and forwarded to Company), Company agrees that it shall promptly respond in writing to such complaint and make a good faith attempt to explain, resolve or rectify the cause of the complaint. Additionally, Company shall provide to the Aviation Authority, without further demand, a copy of each such complaint and Company's written response thereto.

Q. **No Smoking Policy.** Except for areas otherwise designated by Aviation Authority, the Airport is a non-smoking facility and Company expressly agrees to abide by the Aviation Authority's no smoking policy throughout the Premises.

R. **Sustainability.** In support of the Aviation Authority's Sustainability Management Plan, Company agrees to the following:

- i. ban all petroleum-based plastic disposable consumer containers, and bags;
- ii. to the greatest extent possible, source separate all solid waste refuse into recyclables, compostables (where applicable), and refuse;
- iii. procure and use only green cleaning chemicals certified under the Green Seal or equivalent;
- iv. procure recycled content paper for printing uses that has a minimum recycled content of 100%;
- v. if possible, use recyclable bags;
- vi. utilize high efficiency lighting that meets or exceeds Florida Building Code, Energy Conservation standards; and

- vii. utilize water conservation efforts that meet or exceed Florida Building Code, Energy Conservation standards.

APPENDIX 2

Required Covenants

A. **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 Airport 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 Aviation Authority and the City of Orlando, and those between the Aviation Authority 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 to occupy or use the Airport, or any part thereof, during time of war or national emergency.

B. **Right to Amend.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Company hereby consents to any and all such modifications and changes as may be reasonably required.

C. **Covenants Against Discrimination.**

1. Company 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 Premises or the Airport; (2) that in the construction of any Improvements at the Airport and the furnishing of 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; and (3) that Company 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, Non-discrimination 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 Benefitting From Federal Financial Assistance (1991), as said Regulations may be amended. Likewise, Company shall comply with laws of the State of Florida, prohibiting discrimination because of race, creed, color, religion, sex, national origin, age, handicap or marital status. Should Company authorize another person or entity, with the Aviation Authority's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Company 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. Company shall furnish the original or a true copy of such agreement to the Aviation Authority.

2. Company 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 Aviation Authority or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company shall so certify to the Aviation Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, the Aviation Authority shall have the right to impose such contract sanctions as it or the Federal Aviation Administration 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 Aviation Authority 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.

4. Company assures Aviation Authority 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. Company also assures the Aviation Authority that it will require its covered suborganizations to provide assurances to the same effect and provide copies thereof to the Executive Director.

5. Company further assures Aviation Authority 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 disability be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Company also assures the Aviation Authority 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 Company's operations at the Premises.

6. a. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, subpart F. Company 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 covered by 49 CFR Part 23, subpart F.

b. Company agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

7. The Aviation Authority 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 Company agrees that it will adopt such requirements as part of this Agreement.

D. **Right to Modify.** The parties hereto covenant and agree that, during the Term hereof, the Aviation Authority, may unilaterally modify this Agreement upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission rulings or opinions. This Appendix 2 shall not preclude Company from contesting said rulings or opinions, but Company shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

E. **Tax Exempt Status of the Aviation Authority's Revenue Bonds.** Company agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Aviation Authority's capital expansion projects to be planned and constructed by the Aviation Authority with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by Company and delivery to the Aviation Authority on the date of execution of this Agreement of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System in the Tax Election Form, attached hereto as Exhibit "F." Such exhibit shall be deemed to be a part of this Agreement and shall be binding upon Company, its successors and assigns.

EXHIBIT "A"
Premises

Exhibit A

A Side Level 3

Gates 1-59

Gates 70-129

Location A-1c

Location A-1b

Location A-1

Location A-2

Location A-3

Location A-4

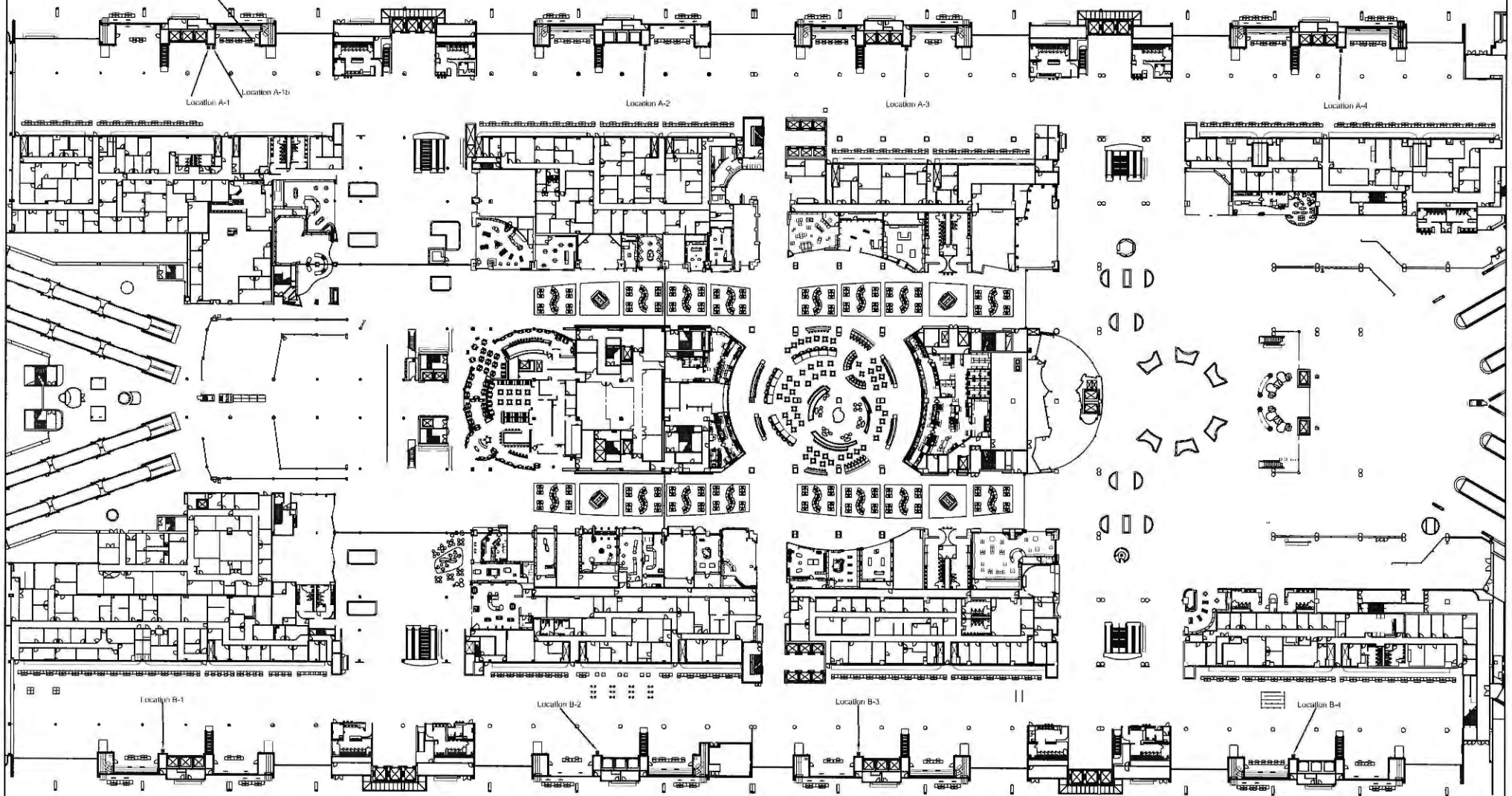
Location B-1

Location B-2

Location B-3

Location B-4

B Side Level 3



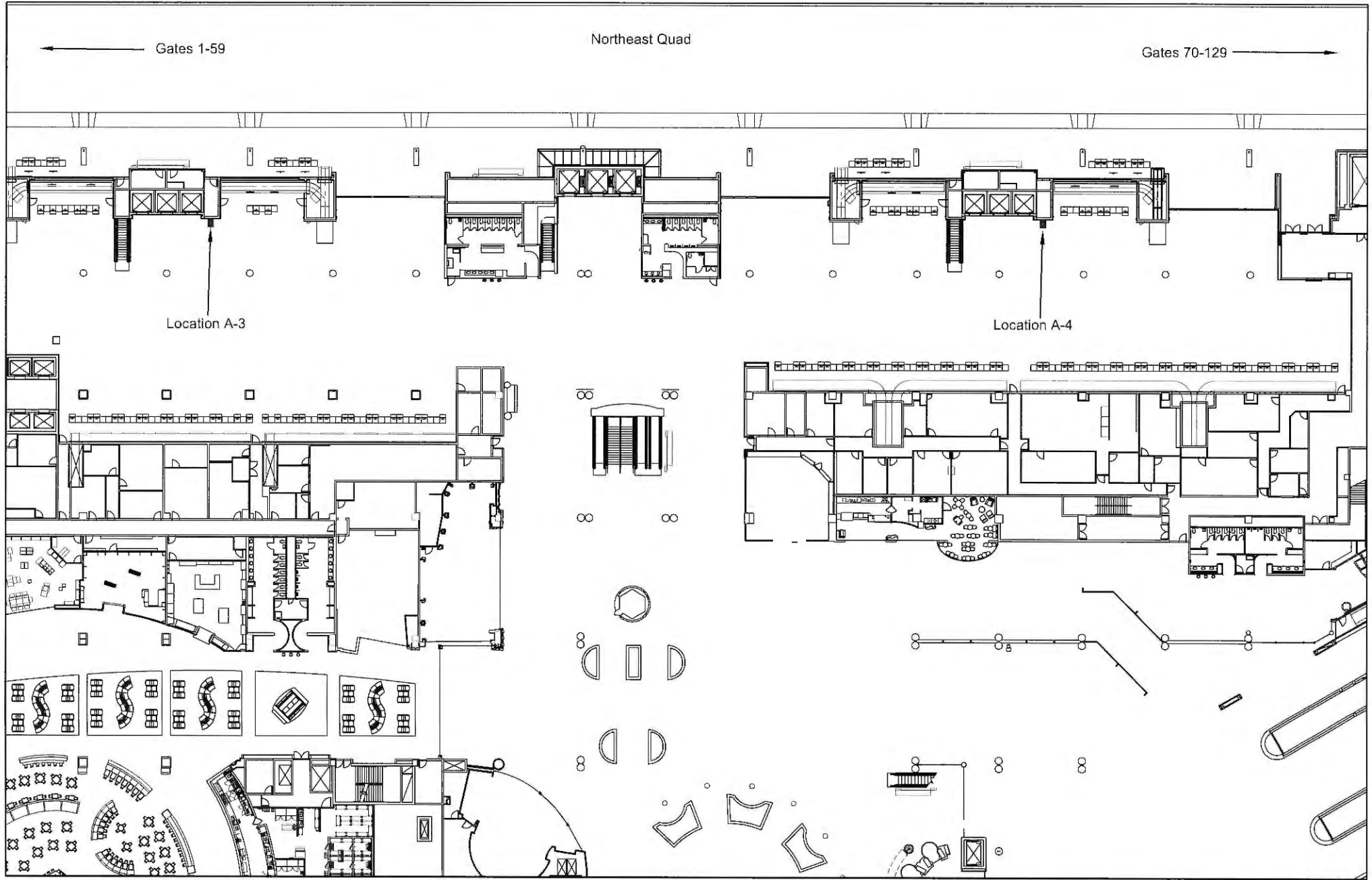
Gates 1-59

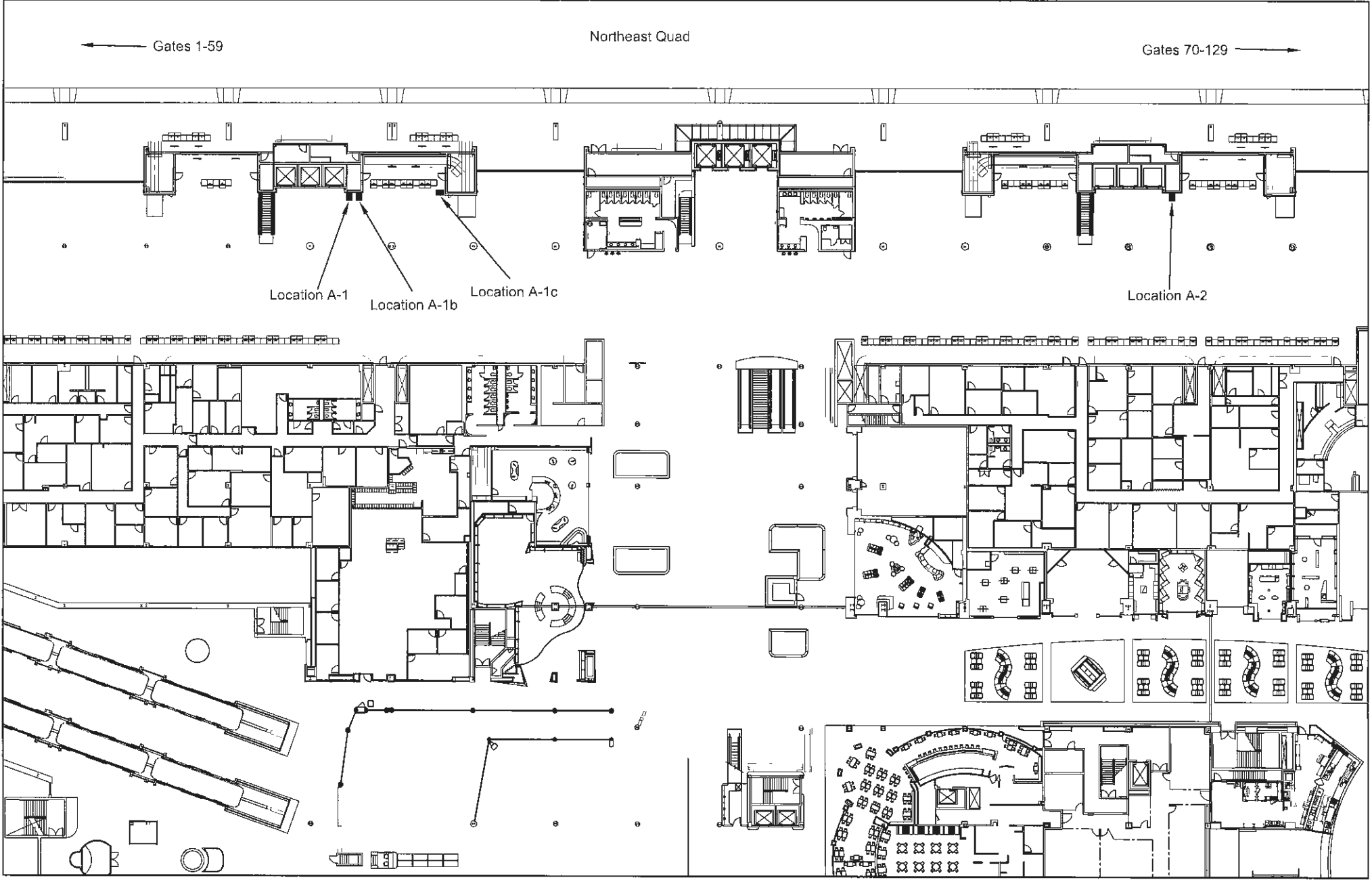
Northeast Quad

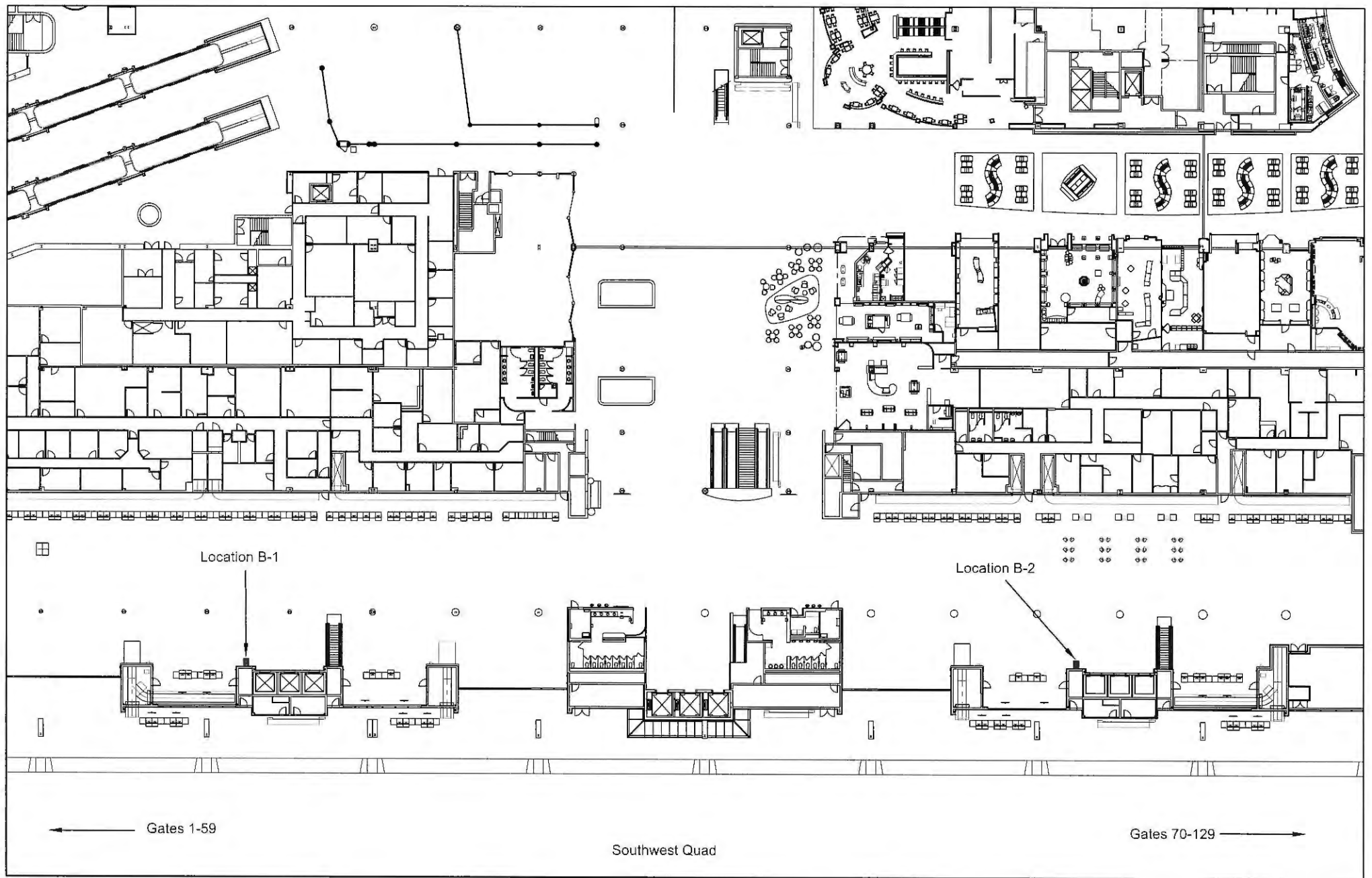
Gates 70-129

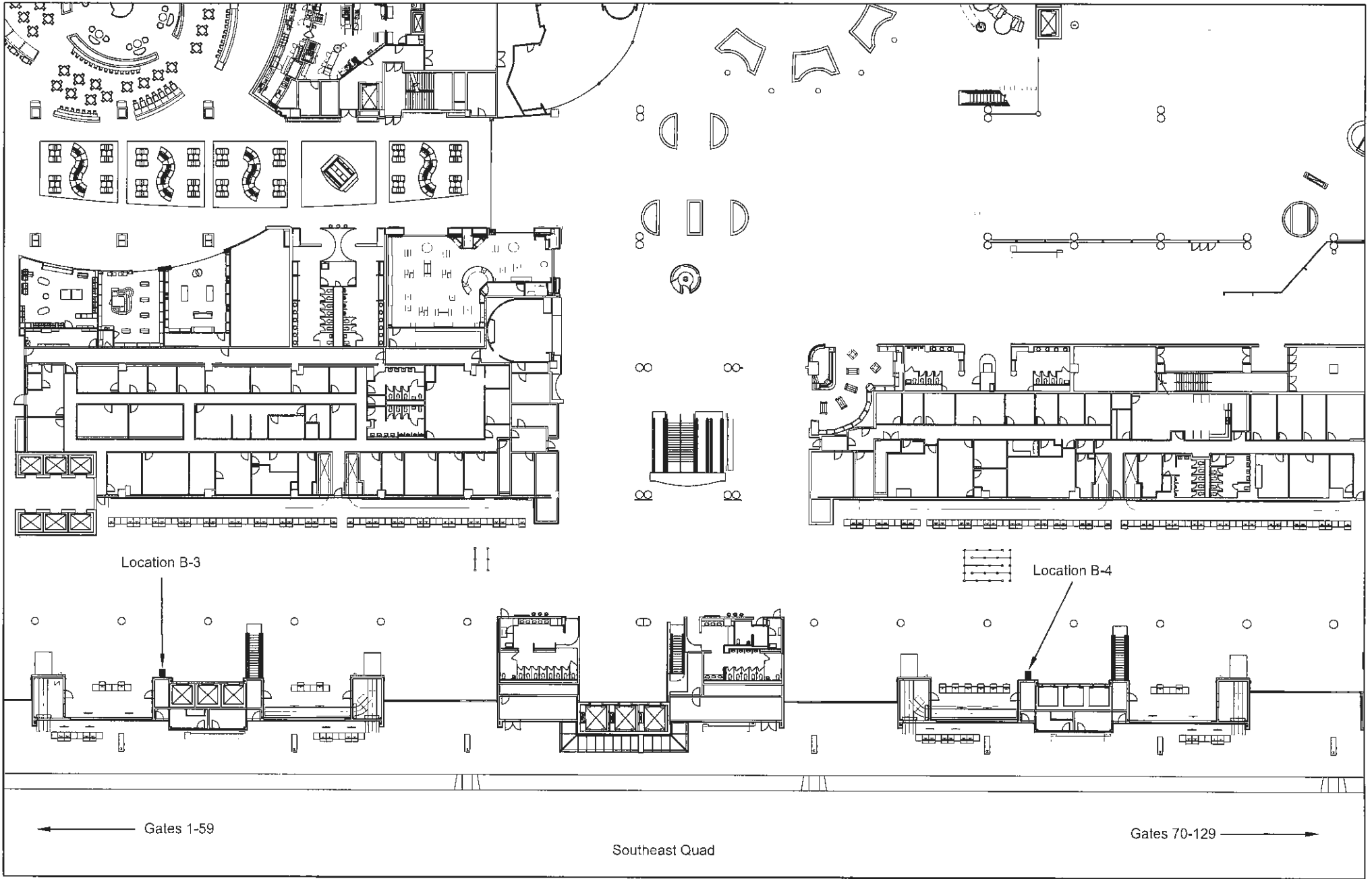
Location A-3

Location A-4









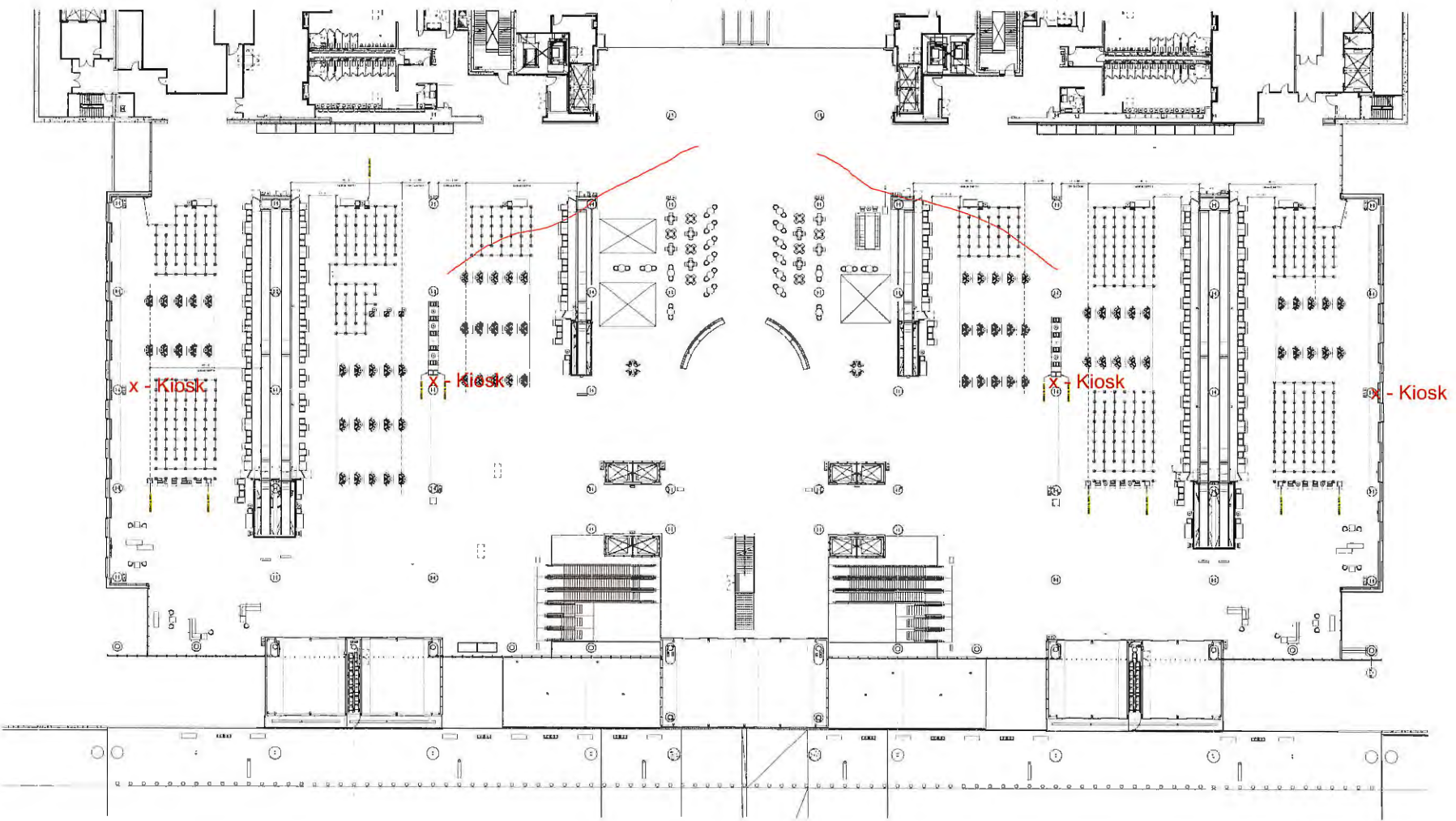


EXHIBIT "B"
Pre-Paid Card Services List

Prepaid Debit Card issuance fee -- six dollars (\$6.00)

EXHIBIT "C"
Revenue Report
Greater Orlando Aviation Authority

Report for (Month, Year): _____

Company Name: Ready Credit Corporation
Address: 7100 Shady Oak Road
Eden Prairie, MN 55344

MONTHLY GROSS RECEIPTS:		
Pre-Paid Card Services:	_____	(A)
Percentage Fee:	x 12%	(B)
Concession Fee Payment	_____	(AxB)

TOTAL CONCESSION FEE PAYMENT: _____
(AxB)

AMOUNT DUE AVIATION AUTHORITY: _____

_____ Name of Person(s) Submitting Report	_____ Title
(_____) _____ Phone Number	_____ Date

EXHIBIT "D"

Tenant Design Criteria Retail, Food and Beverage (August 2003)

[CD ROM Provided to Company]

EXHIBIT "E"
[INTENTIONALLY OMITTED]

EXHIBIT "F"
[INTENTINOALLY OMITTED]

EXHIBIT "G"
Tax Election Form

ELECTION BY LESSEE, SERVICE CONTRACTOR, MANAGEMENT CONTRACTOR OR OTHER
CONTRACTING PARTY (THE "CONTRACTING PARTY")
DESCRIBED IN I.R.C. §142 (B) (11) (b) NOT TO CLAIM DEPRECIATION OR AN INVESTMENT
CREDIT WITH RESPECT TO SUCH PROPERTY

1. Description of Property:

New and expanded Airline Terminal Facilities at Orlando International Airport, excluding only the equipment, trade fixtures and leasehold improvements which Contracting Party represents and warrants will be paid for with its own funds and not reimbursed by the Aviation Authority, such equipment, trade fixtures and leasehold improvements to be described on Schedule "A," executed by Contracting Party and the Aviation Authority and attached to this election promptly following completion of the Contracting Party's work.

2. Name, Address and Taxpayer Identification Number of the Contracting Party:

Ready Credit Corporation
7100 Shady Oak Road
Eden Prairie, MN 55344

Taxpayer Identification Number: 20-1667449

3. Name, Address and Taxpayer Identification Number of the Issuing Aviation Authority

Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32837-4399

Taxpayer Identification Number: 59-1696799

4. Date and Face Amount of the Issue, the proceeds of which are to be used to provide the Property:

Not to exceed: (i) \$430,500,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 1988 of the City of Orlando, Florida; (ii) \$176,320,000 Greater Orlando Aviation Authority Facilities Revenue Bonds, Series 1992 A of the City of Orlando, Florida; and (iii) \$100,000,000 Airport Facilities Subordinated Commercial Paper Notes.

The undersigned, a duly authorized official of the Contracting Party, hereby elects (pursuant to Section 142 (b) (1) (B) (i) of the Internal Revenue Code) not to claim depreciation or an investment credit with respect to the Property described above. This Election is being made as in connection with the execution of a lease, service contract, management contract or other

contract (the "Contract") pertaining to the Property.

Contracting Party understands that this Election is irrevocable, and that this Election is binding on all successors in interest under the Contract regardless of whether the obligations issued to provide the Property remain outstanding. Furthermore, the Contract, and any publicly recorded document recorded in lieu of such Contract, states that neither the Contracting Party nor any successor in interest under the Contract may claim depreciation or an investment credit with respect to the Property.

In addition, Contracting Party agrees that it shall not use any portion of the Premises for office space or alternatively (and subject to the terms of its Contract with the Greater Orlando Aviation Authority), shall limit its use of any portion of such Property for such office space so that no more than a de minimis amount (not more than five percent (5%)), if any, of the functions to be performed in such office space will not be directly related to the day-to-day operations either at the Property or more generally at Orlando International Airport. Contracting Party agrees that this provision shall be binding upon any assignees, sublessees or other successors in interest.

The Issuing Aviation Authority is being provided with a copy of this Election concurrent with its execution. In addition, the Issuing Aviation Authority and the Contracting Party will retain copies of this Election in their respective records for the entire term of the Contract.

Ready Credit Corporation

By: DocuSigned by:
Brian Hedberg
1989B3455847441...

Printed Name Brian Hedberg

Title President & CEO

EXHIBIT "H"
[INTENTIONALLY OMITTED]

ITEM III-A

**CONTRACT BOND
PRE-PAID CARD SERVICES CONCESSION AGREEMENT
ORLANDO INTERNATIONAL AIRPORT**

KNOW ALL MEN BY THESE PRESENTS:

That _____, a _____ organized under the laws of _____ and authorized to do business in the State of Florida (hereinafter called the "Principal"), and _____ a corporation of the State of _____ which is licensed to do business in the State of Florida (hereinafter referred to as the "Surety"), are held and firmly bound unto the Greater Orlando Aviation Authority (hereinafter called the "Aviation Authority") in the full and just sum of _____ (the "Sum") covering the period _____, 202__ through _____, 202__, inclusive, to the payment of which Sum and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, under the terms of that Pre-Paid Card Services Concession Agreement (hereinafter referred to as the "Agreement"), by and between the Principal and the Aviation Authority, the Principal shall manage and operate the Aviation Authority's Pre-Paid Card Services Concession at Orlando International Airport pursuant to the Agreement, and such Agreement is hereby incorporated herein by reference and made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said Agreement set forth and specified to be by the Principal kept, done and performed at the time and in the manner specified in said Agreement, and the Principal shall pay over, make good, and reimburse to the Aviation Authority, all sums required by it to be paid, and all loss and damage (including reasonable attorneys' fees) which the Aviation Authority may sustain by reason of any failure or default on the part of the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

In the event that the Principal shall default in any of the terms, covenants and conditions of the Agreement during the period in which this Contract Bond is in effect, the Surety shall remain liable to the Aviation Authority beyond the date of the expiration hereof for all sums provided for in the Agreement remaining unpaid as of the date of expiration of this Contract Bond and for all loss or damage (including reasonable attorney's fees) resulting from such default up to the amount of the Sum.

In the event that Principal becomes a debtor under any chapter of the Federal bankruptcy laws, or becomes subject to any other statute providing for the recovery of transfers of payments or property, the obligations of the Surety hereunder shall include the obligation to reimburse the Aviation Authority for any transfers or payments under the Agreement made by Principal to the Aviation Authority prior to the commencement of such proceedings to the extent that such transfers or payments are voided and recovered from the Aviation Authority by Principal, or by a creditor of Principal, or by a trustee, receiver, custodian or similar official appointed for Principal or for substantially all of Principal's assets. Provided, however, that the obligations set forth in the preceding sentence shall be reduced pro tanto upon: (1) the entry of a final, non-appealable

order of a court of competent jurisdiction permitting the Aviation Authority to retain all or any portion of such transfers or payments; (2) the execution of an agreement and approval thereof (if in the reasonable exercise of the Aviation Authority's judgment such approval is necessary) by a final non-appealable order of a court of competent jurisdiction permitting the Aviation Authority to retain all or any portion of such transfers or payments; or (3) the expiration of the applicable statute of limitations with respect to the avoidance and recovery of such transfers or payments without any claim therefore having been made against the Aviation Authority.

In the event the Surety fails to fulfill its obligations under this Contract Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost, and expense (including reasonable attorneys' fees) arising from or in connection with the enforcing of the Surety's obligations hereunder. This paragraph shall survive the expiration of this Contract Bond.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by the Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with, or of any default under, the Agreement granted by the Aviation Authority to the Principal without the Surety's knowledge or consent, or (iii) the rejection of the Agreement and the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Federal bankruptcy laws, and as the same may hereafter be amended, or under any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or the assumption by Principal of the Concession as a result of any such proceeding, notwithstanding the finding by a court of competent jurisdiction that Principal has provided the Aviation Authority with adequate assurance of future performance under the Agreement.

This Bond has been negotiated and executed in and shall be governed by and construed in accordance with the laws of the State of Florida. The execution of this Contract Bond by Surety shall constitute Surety's consent in the event of any litigation arising under this Contract Bond to the personal jurisdiction of, venue in and, convenience of the forum of the Circuit Court for Orange County, Florida and the U.S. District Court for the Middle District of Florida for such purposes.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be executed and their seals affixed this ____ day of _____, 202__.

Signed, sealed and delivered
in the presence of:

"Principal"

Printed Name_____

Printed Name_____

By:_____

Printed Name_____

Title_____

(SEAL)

"Surety"

By:_____

Printed Name_____

Printed Name_____

Title_____

Printed Name_____

(SEAL)

Countersigned by Florida Registered Agent

Printed Name_____

ITEM III-B

**IRREVOCABLE STAND-BY LETTER OF CREDIT FOR
PRE-PAID CARD SERVICES CONCESSION AGREEMENT
GREATER ORLANDO AVIATION AUTHORITY**

_____[Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: _____ and ____/100 Dollars

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

On behalf of _____ (the "Company"), we hereby issue this irrevocable stand-by letter of credit in your favor up to the aggregate amount stated above, available by one or more sight drafts drawn by you on us.

Each draft hereunder must state "Drawn on _____ **[Bank Name]** Irrevocable Letter of Credit No. _____, dated _____," and must be accompanied by a Statement of Certification in the form attached hereto as Attachment A (which is incorporated in this letter of credit by this reference). Such Statement of Certification must be signed by the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Aviation Authority"), or by his or her designee, and must provide the certification required in A and either B or C, or both:

- A. Certification that Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Pre-Paid Card Services Concession Agreement, dated _____, 202____, as may be amended from time to time (the "Agreement"), by and between Company and the Aviation Authority; and,
- B. Certification of (i) the amount of damages and expenses which, in his determination, the Aviation Authority has suffered or incurred as a result of such failure by Company, and/or (ii) the amount of any fees, charges and other sums past due and remaining unpaid from Company to the Aviation Authority under such Agreement, together with the amount of any interest thereon to the extent required or allowed under such Agreement; and/or
- C. Certification (1) that Company has failed to provide to the Aviation Authority a contract bond or stand-by letter of credit to replace this letter on or before the date such replacement was due under such Agreement or in the form required or otherwise in accordance with the requirements of the Agreement, and (2) certification of the amount of the required replacement contract bond or letter of credit.

Each draft drawn hereunder shall be in an amount which does not exceed, as applicable, such total amount of damages and expenses and fees, charges and other sums past due

and remaining unpaid, together with any interest thereon, and/or the amount of the required replacement contract bond or letter of credit, as certified in the Statement of Certification submitted with such draft.

Additionally, each draft drawn hereunder shall be paid from the funds of _____
[Bank Name]. If a drawing is made hereunder at or prior to 11 a.m., local time, on a business day, payment shall be made to the Aviation Authority or to its designee of the amount specified at our branch where such drawing is made, in immediately available funds, not later than 3 p.m., such local time, on the same business day or such later time and business day as you may specify. If a drawing is made by your after 11 a.m., such local time, on a business day, payment shall be made to the Aviation Authority or to its designee of the amount specified, in immediately available funds, not later than 3 p.m., such local time, on the next business day thereafter, or such later time and business day as you may specify.

This Letter of Credit is deemed to be automatically extended without amendment for one (1) year from the expiration date of the Agreement, or any future expiration date, unless the Aviation Authority is notified by the Bank ninety (90) days prior to any expiration date of the Agreement by the _____ **[Bank Name]** by Registered Mail that _____
[Bank Name] elects not to renew the Letter of Credit for any such additional period.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Rev.), International Chamber of Commerce Publication No. 600, except that, notwithstanding the provisions of Article 17 thereof to the contrary, if this letter of credit would have otherwise expired by its terms during a period when our business has been interrupted by Acts of God or other causes beyond our control, our obligations hereunder shall continue for ninety (90) days following the date of our resumption of normal business operations. Any conflicts or disputes regarding this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Florida, and in the forum of the State of Florida.

We hereby engage with you that all drafts drawn hereunder in compliance with the terms of this credit will be duly honored upon presentation to us as provided herein.

_____ **[Bank Name]**

By: _____

Title: _____

**ATTACHMENT A
STATEMENT OF CERTIFICATION FORM**

**PRE-PAID CARD SERVICES CONCESSION AGREEMENT
GREATER ORLANDO AVIATION AUTHORITY**

TO: _____ **[Bank Name]**

DATE: _____

RE: _____ **[Bank Name]**

Irrevocable Letter of Credit Number _____

The undersigned, who is either the Chief Financial Officer or the Chief Accountant of Revenue Control of the Greater Orlando Aviation Authority (the "Aviation Authority"), or is his or her duly authorized designee, hereby certifies to _____ **[Bank Name]** that [A and either B or C, or both, are required]:

A. _____ (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Pre-Paid Card Services Concession Agreement, dated _____, 202__, by and between Company and the Aviation Authority, as amended from time to time (the "Agreement"); and that

B. In the determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred as a result of such failure by Company, and/or the amount of any fees, charges or other sums past due and remaining unpaid from Company to the Aviation Authority under such Agreement, together with the amount of any interest thereon to the extent required or allowed under such Agreement, totals \$_____; and/or

C. Company has failed to provide to the Aviation Authority a replacement contract bond or stand-by letter of credit on or before the date required in the Agreement, or has failed to provide the same in the form required or otherwise in accordance with the requirements of the Agreement, and that the amount of the required replacement bond or letter of credit is \$_____.

Dated this ____ day of _____, 202__.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Printed Name: _____

Title: _____

Certificate Of Completion

Envelope Id: 5BC0A42C316F43AFB81DFF79E321DE2B

Subject: Complete with DocuSign: Ready Credit Concession Agreement.pdf

Source Envelope:

Document Pages: 62

Signatures: 9

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

Envelopeid Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Julio Munoz

10340 Viking Drive

Suite 125

Eden Prairie, MN 55344

julio@readycreditcorp.com

IP Address: 50.173.195.65

Record Tracking

Status: Original

5/1/2023 2:07:58 PM

Holder: Julio Munoz

julio@readycreditcorp.com

Location: DocuSign

Signer Events

Brian Hedberg

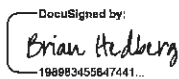
bhedberg@readycreditcorp.com

President & CEO

Ready Credit Corporation

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Timestamp

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George Hilal

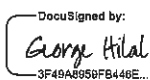
George@Readycreditcorp.com

COO

Ready Credit Corporation

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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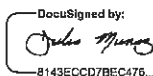
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Julio Munoz

julio@readycreditcorp.com

Security Level: Email, Account Authentication
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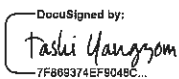
Tashi Yangzom

tashi@readycreditcorp.com

V.P. Strategic Relationship Management

Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp**

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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