



Rhode Island Airport Corporation

June 21, 2011

REQUEST FOR PROPOSALS

TAXICAB SERVICES

AT

T. F. GREEN AIRPORT

CONTRACT NO. 24078

APPROVED:

A handwritten signature in blue ink, appearing to read "Bruce Wilde", is written over a horizontal line.

Bruce Wilde
Vice President
Terminal and Landside Services

APPROVED:

A handwritten signature in blue ink, appearing to read "Bill Cox", is written over a horizontal line.

Bill Cox
Purchasing Agent/
Manager of Business Administration

INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking Request for Proposals (RFP) from qualified firms to provide on-demand taxicab service from T. F. Green Airport.

REQUEST FOR PROPOSALS REQUIREMENTS

A pre-proposal conference for Taxicab Services will be held **10:00 a.m., July 13, 2011** at T. F. Green Terminal Building, 2000 Post Road, Warwick, RI 02886. At this meeting staff will discuss the scope of work, general lease and operating issues and respond to questions from the attendees.

RIAC prefers that the respondents keep the proposal to less than twenty-five double sided 8 ½ x 11 pages, not including resumes.

Proposing firm shall submit one electronic and four printed copies of the proposal to:

Ms. Laurie A. Sirois
Grants and Contracts Administrator
Rhode Island Airport Corporation
T. F. Green Airport
2000 Post Road
Warwick, RI 02886-1533
lsirois@pvdairport.com

**ATTN: REQUEST FOR PROPOSALS
TAXICAB SERVICES AT
T. F. GREEN AIRPORT
CONTRACT NO. 24078**

The proposal must be submitted no later than **4:00 p.m., July 20, 2011**, Eastern time. Late submissions will **not** be accepted. Questions concerning this RFP should be directed to Laurie Sirois, Grants and Contracts Administrator in writing via fax (401) 691-2560, or e-mail at lsirois@pvdairport.com no later than **4:00 p.m., July 15, 2011**. RIAC responses to questions concerning this RFP may be shared with each responsive proposing firm to ensure equal awareness of important facts and details.

RIAC accepts no financial responsibility for any costs incurred by a firm in either responding to this RFP, or in participating in oral presentations or in any meetings with RIAC prior to being hired. The proposals in response to this RFP become the property of RIAC and may be used by RIAC in any way it deems appropriate. By submitting a proposal, the firm certifies that it has fully read and understands the RFP, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed.

RIAC reserves the right to interview some, all, or none of the firms responding to this RFP based solely on its judgment as to the firms' proposals and capabilities. RIAC reserves the right to reject any and all submittals, to request and consider additional

information from submitters, and to reject any and all submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least ninety days after the time and date set for submission.

RIAC reserves the right to waive any irregularities and technical defects. RIAC reserves the right to modify, amend or waive any provisions of this RFP, prior to the issuance of a contract for the consulting services.

The term of the Lease and Operating Agreement will be for five years.

SCOPE

The successful proposer must provide on-demand taxicab service from T. F. Green Airport seven days per week from 5:00 a.m. to the later of 12:00 a.m. or one hour after the last scheduled, delayed or diverted flight has landed. Customer wait times at the taxi stand shall not exceed five minutes.

The proposer must demonstrate the ability to meet the following minimum criteria to be considered responsive:

1. Compliant with all relevant rules and regulations issued by the Rhode Island Public Utilities Commission Division of Motor Carriers and the attached RIAC Ground Transportation Regulations.
2. Taxicab operators must demonstrate the ability to accept payments by cash, airline vouchers and major credit card and be compliant with all regulations associated with accepting such payments.
3. Must provide dispatch system to include two way communications with taxicabs.
4. Must have minimum fleet of twenty-five (25) vehicles (one (1) of which must be ADA compliant to provide handicap access) or a demonstrated financial ability to acquire same.
5. Vehicles must be four-door, mid-to-full size sedans, sports utility vehicles , minivans, or any similar vehicle approved by RIAC, painted in a consistent/uniform theme, also subject to approval by RIAC.
6. Proposer must provide evidence of a subcontract (subject to RIAC consent and knowledge) with designated taxi cab operator(s) to provide service in accordance with the contract during periods where proposer's available fleet may be fully deployed. Subcontract should include the collection and remittance of fees and recording of trips in accordance with the Lease and Operating Agreement.

7. Employees/Operators must be able to understand and speak the English language in the performance of their duties.
8. Employees must present a neat and clean appearance and behave in a courteous manner.
9. Proposer must have five (5) or more years' experience in operation and management of taxicab or similar transportation services.

SUBMITTAL CRITERIA

The RFP shall include the following items which will assist in the evaluation:

1. **Firm Profile** - A brief introduction, limited to no more than four (4) pages, describing the firm's organization and services. An organization list identifying key executives and/or staff who would be assigned to RIAC as well as their professional experiences, qualifications, responsibilities and functions should also be included. If applicable, please be sure to list specific experience and expertise in the Airport Industry.
2. **Scope** - A breakdown and description of the specific steps, services and tools that will be utilized to complete the Scope previously listed in this RFP. Firms may elect to include in this section any innovative methods or concepts which might be beneficial to RIAC as long as the minimum requirements as set out in this RFP are still met.
3. **Client References** - a list of at least three (3) recent clients, including the organization, contact person, address and telephone number.
4. **Fee Proposal** - successful proposer must make minimum payments to RIAC for the right and privilege of operating a taxicab service at T. F. Green Airport. These minimum payments consist of the following (see attached form):
 - Minimum Monthly Fee of \$7,500;
 - Minimum of \$1.50 per trip for each trip in excess of 60,000 annually as self reported by operator. Be advised RIAC has installed an Automated Vehicle Identification (AVI) system which may be utilized in the future for billing and to track trip information; and
 - Rental rates of terminal based office space (208 sq. ft.) will be equal to the square foot rate charged to airline tenants that are Signatory airlines. The projected rate for FY 2012 is \$101.59 per square foot. This rate will be adjusted July 1st of each subsequent year to reflect the terminal rental rate charged to Signatory Airlines.

5. **Lease and Operating Agreement:** Exceptions to Lease and Operating Agreement, if any (see attached form).

EVALUATION CRITERIA

Proposals will be evaluated by a Selection Committee, which will be seeking to distinguish which proposer has, through the appropriate combination of several criteria, the unique abilities to best perform the required services to the satisfaction of RIAC. While some criteria may be ranked higher than others in the selection process, the proposal that achieves the highest overall ranking will be considered top-ranked by the Selection Committee. The proposals will be evaluated using the following criteria:

1. Firm Experience/Qualifications
2. Proposed Work Plan
3. Proposed Fee Structure

GENERAL INFORMATION

The following information is furnished for informational purposes only. Such data shall in no way relieve a proposer from the responsibility of determining for itself the business potential of the proposed taxicab concession.

1. T. F. Green Taxicab Activity

<u>Year</u>	<u>Total Dispatched Trips</u>
2006	69,269
2007	69,745
2008	69,112
2009	69,934
2010	65,210

2. T. F. Green Airport Passenger Activity

<u>Year</u>	<u>Total Passengers</u>	<u>Enplaned Passengers</u>
2006	5,203,396	2,606,365
2007	5,019,342	2,509,862
2008	4,692,974	2,353,715
2009	4,328,741	2,168,146
2010	3,936,423	1,967,507

INSURANCE REQUIREMENTS

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1,000,000 per occurrence.

- b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$5 million excess of \$1,000,000 primary layer.

RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of Worker's Compensation insurance.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

In accordance with Title 49, CFR.26, it is RIAC's policy to provide DBEs the opportunity to compete and/or participate in the performance of RIAC contracts. A DBE participation goal of 11.2% has been established for this contract. The selected Proposer will, as necessary, complete DBE reporting requirements.

LEASE AND OPERATING AGREEMENT

RIAC's Lease and Operating Agreement is attached hereto and incorporated herein by this reference. RIAC expects the successful proposer to execute this form of agreement. Any exceptions to the terms of the agreement **must** be noted in the submission. RIAC reserves the right to accept, reject or modify any exceptions noted. Any such exception may, at RIAC's sole discretion, constitute an irregularity justifying rejection of the entire proposal. If there are no exceptions noted, and the proposer is selected by RIAC, proposer shall be obligated to execute the Lease and Operating Agreement without modification. The failure of RIAC to disqualify any proposals **with** exceptions noted shall not be deemed to be an acceptance by RIAC of any such exception.

ADDITIONAL REQUIREMENTS

Campaign Finance Compliance:

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made (RI General Law 17-27). Forms may be obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904, (401-222-2056).

Major State Decision-Maker:

Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in the proposer?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or

administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;

- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff; and
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

The selected proposer will be required to certify compliance with the foregoing as part of the Lease and Operating Agreement.

EXCEPTIONS TO THE PROFESSIONAL SERVICES AGREEMENT

I, _____, _____, of _____
(Name) (Title) (Company)

certify that on I have no exceptions to the Professional Services Agreement as presented for work associated with RFP No. 24078 "Taxicab Services, T. F. Green Airport"

SIGNATURE OF PROPOSER

DATE

OR

I, _____, _____, of _____
(Name) (Title) (Company)

request the following exceptions to the Professional Services Agreement as presented for work associated with RFP No. 24078 "Taxicab Services, T. F. Green Airport"

SIGNATURE OF PROPOSER

DATE

FEE PROPOSAL

Taxicab Services T. F. Green Airport Contract No. 24078

- I. Pursuant to the Airport Corporation's Request for Proposals for the right and privilege of managing a taxicab service concession at T. F. Green Airport, the undersigned hereby submits a proposal for the operation of such concession based on and subject to the terms and provisions of the RFP and attached Proposal documents, which documents have been read by the undersigned and to which the undersigned agrees.

Based upon the terms, provisions and conditions of the Request for Proposals documents, the undersigned hereby agrees to pay the Rhode Island Airport Corporation, for the right and privilege of operating the taxicab services the following;

	Minimum Monthly Fee	Proposed Monthly Fee	Minimum Per Trip Fee in Excess of 60,000 Trips	Proposed Per Trip Fee in Excess of 60,000 Trips
Year 1	\$7,500.00		\$1.50	
Year 2	\$7,500.00		\$1.50	
Year 3	\$7,500.00		\$1.50	
Year 4	\$7,500.00		\$1.50	
Year 5	\$7,500.00		\$1.50	

- A. Should the undersigned become the selected proponent and be awarded the right to operate the taxicab service concession, as aforesaid, the undersigned will execute the required performance guarantee. Release of the proposal guarantee submitted by the selected proponent shall not be made until after execution of the Contract to be awarded and receipt of the required performance guarantee.

ATTEST:

(COMPANY NAME)

BY:

(SIGNATURE-AUTHORIZED
OFFICIAL)

(TITLE)

ADDRESS:

(TELEPHONE NUMBER)

**FACILITY LEASE AND OPERATING AGREEMENT
T.F. GREEN STATE AIRPORT**

**RHODE ISLAND AIRPORT CORPORATION
AND**

RHODE ISLAND AIRPORT CORPORATION

T.F. GREEN STATE AIRPORT FACILITY LEASE AND OPERATING AGREEMENT

This **FACILITY LEASE AND OPERATING AGREEMENT** (the "Agreement") is made and entered into as of the — day of _____, 2011, by and between the **RHODE ISLAND AIRPORT CORPORATION**, a quasi-public corporation duly organized under the laws of the state of Rhode Island ("RIAC"), and _____ (the "Operator").

WHEREAS, RIAC is a public corporation, is a governmental agency, and public instrumentality of the state of Rhode Island. RIAC is responsible for the operation and maintenance of the state's airport system. Specifically, through a certain Lease and Operating Agreement with the state of Rhode Island dated June 25, 1993, as amended, RIAC maintains and operates T.F. Green State Airport in the City of Warwick, Rhode Island (the "Airport"); and

WHEREAS, RIAC operates the Bruce Sundlun Terminal building at the Airport, which requires the provision of taxi services to Airport passengers; and

WHEREAS, RIAC issued Request for Proposals (RFP) Number 24078 soliciting proposals for On-Demand Taxi Services; and

WHEREAS, Operator was the successful respondent to RFP Number 24078; and

WHEREAS, RIAC and Operator desire to enter into this Agreement and Operator desires to engage in the business of providing On-Demand Taxi Service and leasing associated office space at the Airport.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, and other valuable consideration, RIAC and Operator agree, for themselves, their successors and assigns, as follows:

Agreements

1. Definitions.

1.1. **Specific Definitions.** For purposes of this Agreement, the words set forth in this Section 1.1 will have the meanings ascribed to them in this Section 1.1.

1.1.1. **“Airport”** means T. F. Green State Airport, in Warwick, Rhode Island, and includes, without limitation, the Airport Circulator, the Airport Terminal, and all Airport property and facilities.

1.1.2. **“Airport Circulator”** means the roadways and walkways which allow access to the Airport from the Airport Connector or from Post Road, Warwick, Rhode Island.

1.1.3. **“Automated Vehicle Identification (AVI) System”** means the automated system used to record and invoice trips made by vehicles onto the Airport Circulator and Airport property as described pursuant to Section 5.5.

1.1.4. **“Commencement Date”** is _____, 2011.

1.1.5. **“Commercial Curb”** is the curbside operational area intended for use by Operator in providing on-demand taxi services, and identified on Exhibit “B” attached hereto.

1.1.6. **“Expiration Date”** is _____, 2016.

1.1.7. **“Effective Date”** means the date in which this Agreement was entered into.

1.1.8. **“Environmental Law”** Environmental Laws shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up statutes.

1.1.9. **“Hazardous Materials”** Hazardous Materials means any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials

of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, or environment, including without limitation, Fuel, petroleum based and/or asbestos based materials, products, by-products, or waste.

1.1.10. “Rhode Island Airport Corporation Ground Transportation Regulations” is the document that governs access to the Airport by Operator to transport its customers to and from the Airport, upon and subject to the terms and conditions therein set forth, attached as Exhibit “D” hereto.

1.1.11. “Signatory Airline Rate” is the annual per-square-foot terminal rental rate charged to Signatory Airlines subject to adjustment on July 1 of each year.

1.1.12. “Taxi Staging Area” is the location for parking and staging taxi cab vehicles before dispatching them to the Commercial Curb, and identified on Exhibit “C” hereto.

1.2. Context. Words and abbreviations that have well-known industry meanings, and not otherwise defined herein, are used in this Agreement in accordance with such recognized meanings.

1.3. Terminology. The singular will include the plurals and vice versa. Titles of Sections are for convenience of reference only, and neither limit nor amplify the provisions of this Agreement itself.

2. Term. The term of this Agreement shall be effective and binding upon execution by both parties. The term of this Agreement shall be for a duration of five (5) years, commencing on _____, 2011 and expiring on _____, 2016 (the “Term”). The rent obligation and all other terms and conditions of this Agreement shall be effective as of the Commencement Date of this Agreement.

3. Premises.

3.1. Lease of Premises. RIAC hereby leases to the Operator, for Operator’s exclusive use, as set forth in Section 4, below, for the purposes described in this Agreement, 208 square feet of office space located in the Bruce Sundlun Terminal building at the Airport and identified on Exhibit “A”, which is attached hereto and made a part hereof (the “Premises”), together with the right of ingress and egress, in common

with others, for its customers, agents, invitees, contractors, representatives and employees, in a reasonable manner as prescribed from time to time by RIAC.

3.2. Non-Exclusive Use of Vehicular Parking Facilities. Vehicular parking by Operator, its agents, customers, employees or licensees shall be only in such places as may be authorized by RIAC from time to time and upon terms and conditions as may be imposed by RIAC. Notwithstanding the foregoing, the Operator's rights shall include the right to joint use, with others, of the driveways and public parking areas adjacent to the Premises.

3.3. Use of Premises.

3.3.1. The Premises shall be used by Operator solely for the purposes required or permitted in this Agreement.

3.3.2. The Operator recognizes that other tenants now and hereafter may occupy other portions of the Airport and the Bruce Sundlun Terminal building, and that such other tenants shall have the right to use the ramps and driveways serving their areas and other areas not under an exclusive use lease; and the Operator shall conduct its operations so as not to interfere with or injure such other tenant's quiet enjoyment of their leases and appurtenant privileges. RIAC reserves the right to grant, or to permit other parties the right, to use any portion of the Airport or Bruce Sundlun Terminal building except that described on Exhibit "A" for any purpose upon any terms established by RIAC.

3.4. As Is Condition. The Premises shall be taken by the Operator in "AS IS" CONDITION, SUBJECT TO AND INCLUDING ALL DEFECTS LATENT AND PATENT, and shall be improved, maintained and operated at the Operator's sole cost and expense, except as otherwise specifically provided for in this Agreement. The Operator's improvement, use and occupancy of the Premises, and any and all costs associated therewith, shall be and remain the financial obligation solely of the Operator.

4. Permitted Uses.

4.1. The Operator is hereby granted the privilege to engage in, and Operator shall engage in, the business of administrative office space use and other activities associated with Operator's on-demand taxi service business (the "Permitted Use") on the Premises, in accordance with the terms of this Agreement.

4.2. Other Business. Operator shall neither conduct nor permit any employee, sublessee or agent to conduct any business or commercial operation from the Premises or upon the property of RIAC not herein or otherwise authorized by RIAC.

4.3. Unlawful Activity. This Agreement shall not be construed as authorizing the Operator to engage in any activity that is unlawful or which is contrary to, or in conflict with, any federal, state or local law, ordinance, rule or regulation, and the Operator shall indemnify, hold harmless, and defend RIAC and other Indemnitees from any act or failure by the Operator (or its officers, directors, employees, agents, contractors, suppliers, business visitors, or guests) in respect to this obligation in accordance with Section 13.1 hereof.

4.4. No Priority. This Agreement is nonexclusive and in no way establishes or vests in Operator any priority use of the Airport.

5. Rent and Fees.

5.1. Monthly Office Rent. In consideration of the rights and privileges granted herein and as rent for the Premises herein demised, Operator hereby covenants and agrees to pay RIAC rent for office space during the Term of this Agreement based upon the Signatory Airline Rate. Operator shall pay rent beginning on the Commencement Date and continuing until June 30, 2012, without demand, abatement, set off or counterclaim, in the amount of One Thousand Seven Hundred Sixty and 90/100 Dollars (\$1,760.90) per month for office space, such amount based on an initial rate of One Hundred One and 59/100 Dollars (\$101.59) per square foot per year for office space. Effective July 1, 2012, and on July 1 of each subsequent year of the Term of this Agreement, Operator shall pay adjusted rent which corresponds to the then-in-effect Signatory Airline Rate for RIAC's fiscal year, provided however, that in no event shall there be a decrease in rent. The monthly Rent provided for herein is due and payable in advance by the first (1st) day of each month

5.2. Minimum Monthly Fee, Base Trips. In consideration of the rights and privileges granted herein, Operator hereby covenants and agrees to pay RIAC a Minimum Monthly Fee (MMF) for each year of the Term of this Agreement in accordance with the following schedule:

- i) Beginning on _____, 2011 and continuing until _____, 2012, without demand, abatement, set off or counterclaim, in the amount of _____ and 00/100 Dollars (\$_____) per month; and
- ii) Beginning on _____, 2012 and continuing until _____, 2013, without demand, abatement, set off or counterclaim, in the amount of _____ and 00/100 Dollars (\$_____) per month; and
- iii) Beginning on _____, 2013 and continuing until _____, 2014, without demand, abatement, set off or counterclaim, in the amount of _____ and 00/100 Dollars (\$_____) per month; and

- iv) Beginning on _____, 2014 and continuing until _____, 2015, without demand, abatement, set off or counterclaim, in the amount of _____ and 00/100 Dollars (\$_____) per month; and
- v) Beginning on _____, 2015 and continuing until _____, 2016, without demand, abatement, set off or counterclaim, in the amount of _____ and 00/100 Dollars (\$_____) per month; and

The MMF provided for herein is based upon 60,000 annual Airport trips and is due and payable to RIAC in advance by the first (1st) day of each month at the address specified below. The MMF for any partial month shall be apportioned on a per diem basis.

5.3. Minimum Per-Trip Fees in Excess of Base Trips. In consideration of the rights and privileges granted herein, Operator hereby covenants and agrees to pay RIAC, in addition to the MMF listed above, a Minimum Per-Trip Fee of at least One and 50/100 Dollars (\$1.50) for each Airport trip in excess of 60,000 base trips per year for each year of the Term of this Agreement in accordance with the following schedule:

- i) Beginning on _____, 2011 and continuing until _____, 2012, without demand, abatement, set off or counterclaim, in the amount of _____ and __/100 Dollars (\$_____) per trip; and
- ii) Beginning on _____, 2012 and continuing until _____, 2013, without demand, abatement, set off or counterclaim, in the amount of _____ and __/100 Dollars (\$_____) per trip; and
- iii) Beginning on _____, 2013 and continuing until _____, 2014, without demand, abatement, set off or counterclaim, in the amount of _____ and __/100 Dollars (\$_____) per trip; and
- iv) Beginning on _____, 2014 and continuing until _____, 2015, without demand, abatement, set off or counterclaim, in the amount of _____ and __/100 Dollars (\$_____) per trip; and
- v) Beginning on _____, 2015 and continuing until _____, 2016, without demand, abatement, set off or counterclaim, in the amount of _____ and __/100 Dollars (\$_____) per trip; and

The Operator's Minimum Per-Trip Fees provided for herein shall be due and payable to RIAC within fifteen (15) days of the close of each twelve (12) month operating cycle of the Term of this Agreement.

5.4. Per-Trip Fees, Subcontractors. Operator shall pay RIAC Per-Trip Fees for each Airport trip performed by RIAC-approved subcontractors as per the schedule above, regardless of whether the 60,000 base trip threshold has been exceeded ("Subcontractor Fees"). Per-Trip Fees for subcontractor Airport trips shall be due and payable by the fifteenth (15th) day of each month for the preceding month.

5.5 Automated Vehicle Identification (AVI) System. An electronic Automated Vehicle Identification (AVI) System has been installed on the Airport property. The AVI system utilizes scanners that read identification stickers affixed to Operator's vehicles. This system automatically tracks the number of vehicle trips on the Airport Circulator and Airport property. At RIAC's sole discretion, the AVI system may be utilized to track Operator's Airport trips and produce a corresponding invoice for Per-Trip Fees which Operator shall be required to pay within fifteen (15) days of receipt. In the event that RIAC utilizes the AVI system with respect to on demand taxi services, Operator vehicles found on the Airport Circulator or Airport property without the required AVI identification stickers will be assessed a penalty of One Hundred and 00/100 Dollars (\$100.00) per occurrence until the appropriate AVI identification stickers have been obtained and affixed to Operator's vehicles.

5.6. Payment. Operator will pay the Rent, MMF, Minimum Per-Trip Fees, and Subcontractor Fees to RIAC at the following address:

Rhode Island Airport Corporation – Revenue
P.O. Box 845404
Boston, MA 02284-5404

or to such other address as RIAC may specify by written notice to the Operator.

5.7. Late Payment. If any Rent, MMF, Minimum Per-Trip Fees, or Subcontractor Fees payable to RIAC in this Section 5 is not received by the due date, an interest rate equal to the lesser of one and one-half (1.5%) percent per month or the maximum interest rate permitted under applicable law, compounded monthly, shall be applied to any amount overdue until such overdue amount shall have been paid in full. Such failure to pay any monthly installment of Rent, MMF, Minimum Per-Trip Fees, and Subcontractor Fees (or any additional rent or any other monetary amount) when due which continues for a period of ten (10) days shall justify RIAC asserting any right, or taking any action, permitted elsewhere in this Agreement, or by law, for its protection or for enforcement of the obligations of Operator.

6. Security.

6.1. As security for each obligation to pay any and all amounts due RIAC hereunder, Operator shall furnish to RIAC and shall continue to maintain with RIAC while this Agreement is in effect, security equal in the total amount of _____ and 00/100 Dollars (\$0.00). It shall not be necessary for RIAC to terminate this Agreement, or to pursue any other remedy available to it, in order to look to such security for payment. The Operator's failure to (i) maintain such security in effect, (ii) increase such security when required hereunder, or (iii) replenish such security in effect within five (5) days after any draw on such security by RIAC, shall constitute a default hereunder, and shall justify RIAC asserting any right, or taking any action, permitted elsewhere in this Agreement, or by law, for its protection or for enforcement of the obligations of Operator. The rights of RIAC under this paragraph shall be in addition to, and not in substitution for, any other rights of RIAC. At the termination or expiration of this Agreement, such security, to the extent not then required to meet Operator's obligations to RIAC, shall be returned to the Tenant.

6.2. It shall be the duty of the Operator to pay monies generally when due, without demand. Failure to pay the amounts due or to comply with any other of Operator's financial obligations to RIAC within ten (10) days of the due date set forth herein, will entitle RIAC to terminate or suspend this Agreement and for no other cause than nonpayment. To the fullest extent permitted by law, in the event payment is not made within said ten (10) days, RIAC may reenter and take possession of any Premises on the Airport of which Operator has exclusive possession.

6.3. Reserved.

7. Reporting, Record Keeping, and Audit.

7.1. Monthly Reporting. Operator shall transmit a Monthly Report to RIAC electronically by the tenth (10th) day of each month for the proceeding month using the form of electronic file prescribed by RIAC as Exhibit "E" attached hereto, and as amended by RIAC from time to time, which shall indicate the number of monthly Airport trips conducted by the Operator and any authorized subcontractors and any applicable Per-Trip Fees. The Monthly Report shall be signed by a responsible accounting officer of Operator and shall be submitted for each month during the Term, even if no Per-Trip Fees are generated for a particular month. If Operator fails to submit the Monthly Report within the time period set forth in this Section 7.1, a late charge of Fifty and 00/100 Dollars (\$50.00) will automatically accrue and be immediately due and payable for each day the Monthly Report is past due.

7.2. Audit. RIAC shall have the right, through its representatives, and at all reasonable times, to inspect, examine, copy, and audit such books and records and all

documents related to any work that falls under this contract. The originals of all such records and documents shall be made available to RIAC at the airport for a minimum of six (6) months following the last day of each twelve (12) month period during the contract term. Operator will maintain copies of all records and documents on electronic media, in the form customarily used in the industry, available for RIAC's inspection in printed form, for a period of not less than three (3) years following the latter of final payment, or contract completion.

Audits may include, but are not limited to, sampling methods such as statistical and non-statistical, which can be utilized for both attributes and discovery. Sampling selections may be made using various techniques such as random (with and without replacement), systematic, haphazard, or other method as determined to be appropriate under the particular circumstances. The samples may be further refined utilizing stratification techniques. The audits also may include extrapolation of sample data results to those periods which have not been selected for sampling. The above sampling methods and techniques utilized to arrive at a conclusion for a particular attribute(s) being tested, are at the sole discretion of the auditor.

7.3. Record Keeping. Operator shall keep full, complete and accurate books and records showing all of its receipts, trips, subcontractor trips, and other information pertaining to its operations at the Airport. Operator shall, at all times, provide and maintain, in a true and accurate manner, and in accordance with General Accepted Accounting Principles ("GAAP"), such accounts, books, records and data as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of Operator's receipts and expenses in accordance with GAAP and generally accepted auditing standards.

Failure by the Operator to provide such records within the time specified shall be considered an event of default and in addition to any other remedies available to RIAC, Operator shall pay to RIAC a penalty of Fifty and 00/100 Dollars (\$50.00) per day until full and complete records as requested are provided. Operator acknowledges that the failure to provide such records on a timely basis will cause injury to RIAC, the exact monetary value of said item is extremely difficult to determine, therefore, the parties agree that the above described sum represents a fair and reasonable estimate of the loss caused by the failure of Operator to provide records on a timely basis.

7.4. Audit Reports. Operator shall within thirty (30) days of preparation provide RIAC with any copies of internal or external audit reports which include the operations at T.F. Green Airport under this Agreement.

8. Insurance.

8.1. Maintenance of Insurance. Operator shall provide, pay for, and maintain with companies satisfactory to RIAC the types of insurance described herein. All

insurance shall be from responsible companies duly eligible to do business in the state of Rhode Island. All liability policies shall provide that RIAC and the State of Rhode Island are additional insureds as to the operations of Operator under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverages and limits required shall be evidenced by properly executed Certificates of Insurance on forms which are acceptable to RIAC. The Certificates of Insurance shall be signed by the authorized representative of the insurance company shown in the Certificates with proof that the signatory is an authorized representative thereof. The required policies of insurance shall be performable in the state of Rhode Island, and shall be construed in accordance with the laws of the state of Rhode Island.

8.2. Changes. Thirty (30) days prior written notice by registered or certified mail shall be given RIAC of any cancellation, intent not to renew, or reduction in the policies or coverages except in the application of the aggregate limits provisions. Renewal Certificates of Insurance shall be provided to RIAC ten (10) days prior to expiration of current coverages so that there shall be no interruption in the operations due to lack of proof of insurance coverages required of Operator in this Agreement. Operator authorizes RIAC and its insurance consultant to confirm, from time to time, all information furnished to RIAC for the purpose of verifying Operator's compliance with the terms and conditions of this Agreement. The acceptance of delivery by RIAC of any Certificate of Insurance evidencing the insurance coverages and limits required does not constitute approval or agreement by RIAC that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with this Agreement.

8.3. Use Restrictions. The Operator shall at no time use the Premises or permit any of them to be used, in such a manner as to increase the rate of insurance thereon or which may cause the Premises or the improvements thereto to be uninsurable. Any violation of this provision shall upon notice from RIAC constitute an event of default hereunder and permit RIAC to exercise all of its remedies hereunder. Notwithstanding the declaration of an event of default, the Operator shall, in case the Premises are so used by the Operator as to be uninsurable, become the insurer of the Premises.

8.4. Waiver of Subrogation. It is agreed that if the Premises or contents thereof should be damaged or destroyed by an insured peril, then, and to the extent allowable without invalidating such insurance and whether or not such damage or destruction was caused by the negligence of the other, neither party shall have any liability to the other, nor to any insurer of the other for or in respect of such damage or destruction.

8.5. Types and Amounts. The amounts and types of insurance shall conform to the following minimum requirements. The wording of all policies, forms and endorsements must be acceptable to RIAC.

8.5.1 Workers Compensation Insurance. Operator shall obtain and maintain workers compensation insurance in accordance with the laws of the state of Rhode Island for all Operator's employees. The amount of workers compensation insurance shall not be less than the Rhode Island statutory minimum requirements.

8.5.2 Commercial General Liability Insurance. Commercial general liability insurance shall be maintained by Operator, with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, which provides coverage for public liability, property damage, bodily injury, personal injury, and automotive and on-airport automotive liability both licensed and unlicensed.

8.5.3 Motor Vehicle Liability Insurance. Motor Vehicle Liability Insurance shall be maintained by Operator, with combined single limits of not less than \$1,000,000 per occurrence, as to the ownership, maintenance, and use of all owned, leased, or hired vehicles used or to be used on the Airport Circulator and the Airport.

8.6 No Limitation on Liability. The requirements for the various types and amounts of insurance under this Section 8 shall in no way limit or otherwise affect the indemnification obligations of Operator hereunder including, without limitation, Section 13.

8.7 Subcontractors. The obligations of Operator under this Section 8 shall apply equally to all of its subcontractors.

9. Minimum Operating Standards. In the performance of the service of on-demand taxi services, the Operator shall meet the following Minimum Operating Standards:

9.1. Regulatory Requirements. Operator shall comply with all relevant rules and regulations of the Rhode Island Public Utilities Commission (RIPUC), Division of Motor Carriers and the Rhode Island Airport Corporation Ground Transportation Regulations, both as amended from time to time by the respective issuers.

9.2. Fleet Requirements. Operator shall provide a fleet consisting of a minimum of twenty-five (25) vehicles, comprised of either: four-door mid-to-full sized sedans; four-door sport utility vehicles (SUVs); or minivans. One (1) vehicle in the fleet must meet the requirements of the Americans with Disabilities Act (ADA) in transporting disabled and/or wheelchair-bound Airport passengers. Each fleet vehicle is to be painted in a consistent, professional manner to be readily recognizable as a taxi vehicle. Vehicle fleet composition and appearance shall be subject to the approval of RIAC. All fleet vehicles shall be equipped with a two-way radio system that ensures all fleet vehicles have constant communications capabilities with Operator. All fleet vehicles shall meet the requirements of RIPUC, and shall display the schedule of rates for the transport of Airport passengers as established by the RIPUC as the Operator's tariff rate.

9.3. Hours of Operation. Operator shall provide on-demand taxi service to the Airport seven (7) days per week on a year-round basis from the hours of 5:00 AM until the later of 12:00 AM or such time that is one (1) hour after the last daily scheduled, delayed, or diverted flight has landed at the Airport.

9.4. Passenger Service Standards. Operator shall make every effort to have taxi vehicles standing by on the Commercial Curb available for immediate embarkation by Airport passengers. Should taxi vehicles not be immediately available at the Commercial Curb, Operator shall dispatch them from the Taxi Staging Area in such a manner that in no event shall an Airport passenger wait more than five (5) minutes for a taxi vehicle.

Operator may meet the requirements of this Section through the use of additional RIAC-approved subcontract operator(s), provided however, that: (i) RIAC is provided with copies of valid, duly-executed subcontract arrangements between Operator and any third parties; (ii) RIAC is compensated for each subcontractor Airport trip in accordance with requirements of Per-Trip Fees as detailed in Sections 5.3. and 5.4., and; (iii) all requirements that Operator is subject to under this Agreement are met by the subcontractor.

9.5. Passenger Payment Methods. Operator shall accept the following forms of payment for taxi services: cash, major credit cards, and airline travel vouchers. Operator shall be thoroughly familiar and compliant with the requirements of accepting each form of payment listed herein.

9.6 Driver Conduct, Appearance, and Requirements. Operator shall be responsible for the conduct of its employees, contractors, subcontractors, agents, and servants for the conduct of its patrons, invitees, and visitors. Operator will maintain a current roster of all drivers servicing the Airport, and make that roster available to RIAC immediately upon request. All employees, contractors, and subcontractors utilized by the Operator in the provision of on-demand taxi services shall:

9.6.1 Where job-related, consistent with business necessity, and to the fullest extent permitted by law, have the ability to read, write, and speak the English language.

9.6.2 Not have been convicted or adjudicated of two (2) moving violations within a twelve (12) month period during the past twenty-four (24) months.

9.6.3 Not have been convicted or adjudicated of three (3) moving violations within a twelve (12) month period during the past thirty-six (36) months.

9.6.4 Not have been convicted within the past five (5) years of a motor vehicle offense which is a criminal offense in the State of Rhode Island or which, if

committed outside the State of Rhode Island, would be considered a criminal offense if committed in the State of Rhode Island.

9.6.5 Not have been convicted within the past five (5) years of an alcohol or drug related driving offense, including refusal to submit to a breath or blood alcohol/chemical test.

9.6.6 Not have been convicted of a felony (the term "conviction" shall not include any felony which has been expunged by court order or otherwise rescinded or pardoned).

9.6.7 Be courteous, well-groomed, and presentably and appropriately attired.

9.7 **Authorization to Work.** In addition to all of the other requirements set forth in this Section 9.7 and elsewhere in this Agreement, at all times during the Term, Operator will comply with all of the laws, rules, and regulations of the United States Department of Homeland Security and the United States Immigration and Customs Enforcement, and any other applicable federal homeland security and immigration laws, rules, and regulations, including any requirements for verification by employers of employee eligibility and legal work status. Neither Operator nor any subcontractor will knowingly hire, employ, or contract with any individual who is not legally authorized to work in the United States.

10. Signs. Operator shall have the right, at its own expense for construction, erection and maintenance, to place in or on the Premises, a sign or signs identifying the Operator. Said sign or signs shall be of a size, shape, design, and installed at a location or locations approved in advance and in writing by RIAC. RIAC's approval shall not be unreasonably withheld. It is understood, however, that said sign(s) and location(s) may be changed and altered from time to time as mutually agreed upon. Notwithstanding any other provision of this Agreement, said sign or signs shall remain the property of the Operator.

11. Maintenance.

11.1. Maintenance, Repair and Replacement. Operator shall, at Operator's sole cost and expense, maintain the entire Premises, including, without limitation, the Operator's equipment installed therein, and shall promptly make any and all repairs or replacements necessary or appropriate to maintain the Premises and the equipment in a first-class, good operating order and presentable condition consistent with good business practices. As used herein, maintenance shall include, without limitation, the upkeep, repair and replacement of all non-structural aspects of the Premises and all existing and subsequent improvements thereto. Maintenance shall include, but not be limited to the following:

11.1.1. The maintenance of all interior doors, locks, walls, floors, windows, ceilings and partitions;

11.1.2. The maintenance of all interior lighting fixtures and standards including bulbs, tubes, ballasts, starters, switches and outlets;

11.1.3. All interior painting;

11.1.4. All janitorial service.

11.1.5. RIAC shall maintain the roof, foundation and any structural aspects of the Premises at its sole cost and expense.

11.2. Deficiencies. In addition to other rights and remedies of RIAC hereunder, if RIAC shall discover and report any maintenance deficiency to the Operator that in RIAC's opinion requires repair or replacement in order to maintain the Premises, Operator shall promptly undertake and complete such repairs or replacements at the Operator's expense except as stated in Section 11.1., above. In the event Operator fails to perform its obligations hereunder, RIAC may, at its sole option, after thirty (30) days notice to Operator, undertake and complete any such maintenance, repairs or replacements, but shall have no obligation to do so, and the cost thereof, which shall be deemed additional rent, and shall be paid by Operator to RIAC no later than thirty (30) days after the date of invoice from RIAC to Operator for such costs.

11.3. No Obligations. RIAC shall have no responsibility for maintenance, repair or replacement of the Premises or any Operator's improvements. Operator, at its sole cost and expense, shall provide all custodial and other service(s) required by Operator, and RIAC shall have no responsibility or obligation therefore.

11.4. Trash Removal. Operator shall provide a complete and proper arrangement for the frequent and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the occupancy of the Premises. Operator shall provide, use and screen from public view, suitable covered receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

12. Environmental Responsibilities.

12.1. Environmental Compliance. The Operator shall comply with all laws, including, without limitation, any federal, state or local statutes, law, ordinances, code, rule, regulation, Environmental Law, order or decree regulating or relating to the environment, including Hazardous Materials, or petroleum products that apply to the use

of the Premises by Operator, as such laws are now or at any time hereafter in effect. In the event the Premises becomes environmentally contaminated and such contamination was caused by Operator or its operations during the Operator's occupancy of the Premises under this Agreement, the Operator shall be responsible for all costs related to the environmental remediation of the Premises except to the extent such contamination was caused by RIAC or the State of Rhode Island. To the fullest extent permitted by law, the Operator shall defend and indemnify RIAC and the state of Rhode Island and hold RIAC and the state of Rhode Island harmless from and against any and all claims, losses, liabilities (including, without limitation, strict liability), damages, injuries, costs, expenses (including, without limitation, reasonable attorney's fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against RIAC or the state of Rhode Island by any person or entity or governmental agency for, with respect to, or as a direct result of, such environmental contamination and/or remediation.

13. Indemnification.

13.1. Indemnification by Operator. To the fullest extent permitted by law, Operator will defend, indemnify, and hold RIAC and the state of Rhode Island, their respective officers, directors, employees, agents, affiliates, successors and assigns ("Indemnitees"), harmless from and against any and all loss, costs, claims, demands, actions, causes of action, awards, penalties, damages or liabilities, of every kind and character, whether in law or in equity, including without limitation, costs of investigations, attorneys' fees, expert witness fees and court costs, whether by reason of death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, or any other reason, arising out of or otherwise caused by: (i) any failure by Operator to perform its obligations in accordance with the terms and conditions of this Agreement; (ii) any other breach by Operator of the terms and conditions of this Agreement; or (iii) the acts or omissions of Operator, or any of its officers, directors, employees, agents, suppliers, business visitors, or guests, in, on or about the Airport. Operator shall give RIAC prompt and timely notice of any claim made or proceeding instituted which affects RIAC, and RIAC shall have the right to control, at Operator's expense, the defense of such claim or proceeding to the extent of RIAC's own interests. Operator's indemnity and defense obligations under this Agreement will survive the expiration or sooner termination of the Term.

13.2. Waiver of Damages. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, neither RIAC nor the state of Rhode Island, nor their respective agents, parent or subsidiary corporations, affiliates, shareholders, investors, directors, officers, employees, representatives, attorneys or agents shall be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or consequential losses or damages arising out of or in connection with this Agreement,

or termination thereof, or any failure of performance related hereto, howsoever caused, whether arising from such person's sole, joint or concurrent negligence.

13.3. Right to Maintain and Improve Airport. RIAC shall have the absolute right at any time during the Term to make any repairs to, improve, and/or undertake any construction projects at all Airport facilities or property, and in any and all such cases, RIAC shall be free from any and all liability to Operator herein for loss of business, damages, or expenses of any nature whatsoever to Operator occasioned during the making of such repairs, alterations or additions.

14. Recapture. RIAC reserves the right to recapture the Premises, the Commercial Curb, and the Taxi Staging Area anytime during the Term of this Agreement if RIAC, in its sole and absolute discretion, determines that any or all of the spaces are required for changes in or expansion of the spaces for terminal uses, airline operations, or the requirement of such space for public facilities, utilities, or any other uses related to the furnishing of airport services.

RIAC may offer substitute space to the Operator in connection with recapture of the Premises, the Commercial Curb, and the Taxi Staging Area. Nothing in this Agreement shall be deemed to require that RIAC offer substitute space, or that the Operator accept substitute space. The offering of substitute space will be in the sole and absolute discretion of RIAC; provided, however, that any such substitute space shall be offered (if at all) by RIAC to the Operator at least thirty (30) days before the effective date of the recapture.

15. Default and Termination.

15.1. Events of Default. The occurrence of any of the following shall constitute an Event of Default by the Operator hereunder:

15.1.1. Failure by the Operator to pay any monthly installment of Rent, MMF, Minimum Per-Trip Fees, and Subcontractor Fees (or any additional rent or any other monetary amount) when due hereunder if such failure continues for a period of ten (10) days;

15.1.2. Failure by the Operator to perform or comply with any of the terms, covenants or conditions of this Agreement, or with any rule or regulation of RIAC now or hereafter established by RIAC, if such failure continues for thirty (30) days after written notice from RIAC to the Operator of such failure (or, in the event such failure is capable of being cured but cannot be cured within thirty (30) days, failure by the Operator to commence such cure within thirty (30) days or to diligently pursue such cure thereafter to completion);

15.1.3. Failure by the Operator to abide by all applicable laws, ordinances, rules and regulations of the United States, the state of Rhode Island or any other governmental or quasi-governmental entity, including, without limitation, RIAC;

15.1.4. The Operator's filing of a voluntary case or petition in bankruptcy (including a reorganization plan), or an the filing against the Operator of involuntary case or petition in bankruptcy, or the Operator's making a general or other assignment for the benefit of creditors, or being adjudicated as bankrupt, or a receiver's being appointed for the property or affairs of the Operator, if such receivership is not vacated within 30 days after the appointment of such receiver, or the right of the Operator to operate its business being lost by operation of law.

15.2. RIAC's Remedies Upon an Event of Default. Upon the happening of any Event of Default, RIAC shall have all rights and remedies to which it may be entitled at law or in equity under the laws of the state of Rhode Island, and/or the United States, including, without limitation, the right, at once and without further notice to the Operator, to the fullest extent permitted by law, to do some or all of the following;

15.2.1. Declare this Agreement terminated;

15.2.2. Enter upon and take full possession of the Premises, with or without terminating this Agreement but terminating the Operator's right of possession;

15.2.3. Declare the Operator liable to RIAC for the balance of the Rent and additional rent payable during the remaining term of this Agreement, provided, however, in the event RIAC shall thereafter lease the Premises to another tenant, the Operator's liability hereunder shall be reduced by the amount of Rent actually paid to RIAC by such new tenant (but the Operator shall not be entitled to any credit for any Rent received by RIAC in excess of the Operator's rent obligations hereunder). Nothing herein contained shall be construed as obligating RIAC to seek out any such new tenant, or to relet the Premises or otherwise mitigate damages;

15.2.4. Take possession of all property of the Operator located at the Airport, expressly excluding the property of third-party shipping customers of the Operator, remove the same to a storage place selected by RIAC and retain such property in storage either at such place or at its original site on the Airport, until the default is cured and a reasonable charge for removal and storage is paid to RIAC. Upon termination of this Agreement by RIAC, RIAC may sell such property in accordance with the provisions of applicable law. This right shall be in addition to, and not in substitution for, any other rights of RIAC. RIAC shall not be liable for any damage to such property incurred as a result of its removal or storage, unless such damage is caused by gross negligence on the part of RIAC or for any loss of business or indirect injury to the Operator or its business resulting from or attributable to such removal or storage.

16. Ownership and Removal of Improvements and Property.

16.1. Ownership of Improvements. All RIAC Improvements shall be at all times the property of RIAC. Any Tenant Improvements now or hereafter erected on the Premises by the Operator shall be constructed at no cost to RIAC. Upon the completion of construction of any Tenant Improvements or upon termination of this Agreement, whichever is earlier, all Tenant Improvements shall become the property of RIAC.

16.2. Title to Trade Fixtures. Notwithstanding Section 16.1 but subject to Section 16.3, title to all of the Operator's trade fixtures, materials, supplies, furnishings and other personal property (together the "Trade Fixtures") shall at all times during the term of this Agreement remain in the Operator.

16.3. Removal of Personal Property. Except as otherwise limited by other provisions of this Agreement, upon expiration or termination of the term of this Agreement for any reason, the Operator, at the Operator's sole cost and expense, shall forthwith remove from the Premises and the Airport, and from the Improvements thereon, all signs, Trade Fixtures, materials, supplies, furnishings and other personal property that the Operator was permitted to install or maintain under the rights granted herein, and shall repair any damage caused by such removal. If the Operator shall fail to do so, then RIAC may effect such removal and/or restoration or repair at the Operator's expense, and the Operator shall pay RIAC as additional rent the full amount of such expense promptly upon receipt of proper invoice(s) therefor. In such event, such signs, Trade Fixtures, materials, supplies, furnishings and personal property automatically will become the property of RIAC and may be disposed of by RIAC in its sole discretion, without any right of reimbursement therefor to the Operator.

17. General Provisions.

17.1. Rules and Regulations. Operator and its employees and agents, at their sole cost and expense, shall be bound by, and shall be subject to, the rules, regulations, policies, procedures, and standards promulgated and to be promulgated by RIAC from time to time for the governance and operation of the Airport as reasonably may be required. RIAC reserves the right to add or amend such rules, regulations, policies, procedures, and standards from time to time.

17.2. Governmental and Subordination Provisions

17.2.1. Operator shall comply with the rules, regulations, and requirements of the Federal Aviation Administration (FAA) and all other federal, state, and local governmental authorities in all matters relating to the operation of the Airport.

17.2.2. In the event that the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement, then Operator agrees that such changes as may be reasonably required to enable RIAC to obtain such funds shall be permitted, provided that in no event shall such changes substantially impair the rights of Operator to conduct business as granted hereunder.

17.2.3. Nondiscrimination.

17.2.3.1 Operator, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: (i) no person, on the grounds of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements and the furnishing of services, no person on the grounds of race, color, creed, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Operator shall use the Premises, Commercial Curb, and Taxi Staging Area in compliance with all other applicable requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

17.2.3.3. That in the event of breach of any of the above nondiscrimination covenants, RIAC shall have the right to terminate this Agreement and re-enter and repossess said Premises, Commercial Curb, and Taxi Staging Area and hold the same as if said Agreement had never been made or issued and no reimbursement shall be made to Operator. This provision shall not be effective until the procedures of 49 CFR, Part 21, are followed and completed including exercise or expiration of appeal rights.

17.2.3.4. The Operator shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices for each unit of services provided however, the Operator may make reasonable and nondiscriminatory discounts, rebates and other similar types of price reduction to volume purchasers unless otherwise provided in this Agreement.

17.2.3.5. If required to do so under applicable law, the Operator assures that it shall undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, gender, or disability be excluded from participating in any employment activities covered in 14 CFR Part 152 Subpart E. The Operator assures that no person

shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Operator assures that it shall require that its covered suborganizations provide assurances to the Operator that they similarly shall undertake any legally required affirmative action programs and that they shall require assurances from their suborganizations, as required by 14 CFR part 152, Subpart E, to the same effect.

17.2.3.6. The Operator assures that it will comply with any pertinent and legally applicable statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, gender, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Operator for the period during which Federal assistance is extended to the Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this provision obligates the Operator or its transferee for the longer of the following periods:

17.2.3.6.1. The period during which property is used by RIAC or any transferee for a purpose for which Federal assistance is extended or for another purpose involving the provision of similar services or benefits; or

17.2.3.6.2. The period during which RIAC or any transferee retains ownership or possession of the property.

17.2.3.7. It is the policy of the Department of Transportation and of RIAC that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR section 23.5. Consequently, the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 23, and RIAC's DBE program, apply to this Agreement to the extent therein provided. RIAC's DBE participation goal for this Agreement is 11.2 %.

17.2.3.8. The Operator agrees to ensure, to the extent legally required to do so, that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Operator shall, to the extent legally obligated to do so, take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Operator shall not discriminate on the basis of race, color, national origin, or gender in the award or performance of Department of Transportation-assisted contracts.

17.2.3.9. The Operator hereby assures that it shall include all of the above provisions in any and all agreements and contracts or subagreements and subcontracts entered into by it under which the Operator grants a right or privilege to any

person, firm or corporation to render accommodations and/or services within or for the provision of on-demand taxi service, and will similarly cause the same to be included in any further subleases, subcontracts or subagreements with respect to the Premises, Commercial Curb and Taxi Staging Area.

17.2.3.10. The Operator has been advised, and understands, that failure to carry out the requirements of this Section 17 and of any legally applicable DBE regulations will constitute a breach of this Agreement.

17.2.3.11. As used herein, the term "Department of Transportation" means the United States Department of Transportation.

17.2.4. Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant the Operator any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and conditions hereof, the Operator shall have the right to use the Premises, Commercial Curb, and Taxi Staging Area under the provisions of this Agreement.

17.2.5. Subordination.

17.2.5.1. This Agreement is subject to and subordinate to the provisions of any agreement heretofore or hereafter made between RIAC and the United States Government relative to the financing, operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of rights or property to RIAC for Airport purposes, or the acquisition or expenditure of funds for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended from time to time.

17.2.5.2. This Agreement is subject to and subordinate to the provisions of the Bond Resolution.

17.2.5.3. Operator shall not use the Premises, Commercial Curb and Taxi Staging Area, or conduct its operations hereunder in any manner, or do or omit to do anything which adversely impacts the tax-exempt status of the interest on the Bonds, as defined in the Bond Resolutions issued by RIAC to finance construction at the Airport. Without limiting the foregoing, Operator hereby acknowledges title to the Premises, Commercial Curb, and Taxi Staging Area is solely in RIAC. Operator elects pursuant to Section 142(b)(1)(B)(i) of the Internal Revenue Code of 1986, as amended, that it will not claim depreciation or investment tax credit for federal income tax purposes with respect to any portion of the Premises, Commercial Curb, and Taxi Staging Area financed with obligations issued by RIAC, or any other governmental entity, the interest on which is excludable on gross income pursuant Section 103 of the Internal

Revenue Code of 1986, as amended, ("for all purposes hereinafter set out in this paragraph all such obligations are collectively referred to as Bonds"), unless RIAC gives its written consent to do otherwise and unless a written opinion of counsel nationally recognized in matters relating to the issuance of state and local obligations and satisfactory to RIAC (for the purposes of this paragraph "Bond Counsel") is provided to them by Operator to the effect that such election is not necessary in order to maintain the tax exempt status of such Bonds. It is further agreed that said elections shall be irrevocable and binding upon the Operator, and any successor in interest to it or them and that any agreements and any publicly recorded documents in lieu of such agreements shall state that neither the Operator, nor any of their successors in interest may claim depreciation or investment tax credit with respect to the Premises, the Commercial Curb and the Taxi Staging Area to any other properties or facilities financed with Bonds now or hereafter used hereunder unless the consents and Bond Counsel opinion referenced above are obtained.

17.3. Security. Operator shall be required during the Term, at its sole cost and expense, to: (i) comply with any and all applicable federal, state, and municipal rules and regulations relating to the security and safety of all Operator employees and agents, Airport passengers, RIAC personnel, and all other persons, including without limitation, any regulations promulgated by the Transportation Security Agency; and (ii) take such other security precautions with respect to its operations at the Airport, in its sole discretion, might from time to time require.

17.4. Notices. All notices, demands, and requests permitted or required under this Agreement shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, to the following;

Operator:

RIAC:

**Rhode Island Airport Corporation
2000 Post Road
Warwick, Rhode Island 02886
Attention: Department of Commercial Programs**

All notices, demands and requests shall be effective upon personal service or upon being deposited in the United States mail. The time period in which a response to any such notice, demand or request must be given, however, shall commence to run from the date of receipt of the notice, demand, or request in the case of personal service and the date upon the return receipt in the case of mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided below shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, RIAC and Operator shall have the right from

time to time and at any time during the Term to change their respective addresses for notices.

17.5. Complete Contract. The terms and conditions of this Agreement constitute the entire agreement between RIAC and Operator and supersedes all negotiations, agreements, representations, reports, and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by nor charged with any oral or written agreements, representations, reports, or understandings not specifically set forth in this Agreement.

17.6. Amendment. This Agreement may be amended or modified only by a writing signed by both RIAC and Operator.

17.7. Validity. In the event that this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

17.8. Governing Law. This Agreement has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions. Operator irrevocably consents and submits to the exclusive jurisdiction of the courts of the state of Rhode Island and the United States District Court for the District of Rhode Island, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of its obligations or rights hereunder, and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Nothing in this Section 17.8 shall affect the right of RIAC to bring any suit, action, or proceeding against Operator or its property in the courts of any other jurisdictions.

17.9. Waiver. No consent or waiver, express or implied, by RIAC to or of any breach or default by Operator under this Agreement shall be deemed or construed to be consent or waiver to or of any other breach or default under this Agreement.

17.10. Successors and Assigns.

17.10.1. This Agreement, and all of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of, and be binding upon, RIAC and Operator; provided, however, that Operator agrees that RIAC shall be notified in advance of any proposed change of control of the Operator, whether by

operation of law or otherwise, including notice in the event that control of the Operator is proposed to be transferred to a subsidiary or affiliate of the Operator. Such new controlling interest shall be subject to prior written approval by RIAC.

17.10.2. Neither this Agreement, or any part hereof, may be assigned, mortgaged, encumbered, hypothecated, pledged or transferred by the Operator, by process or operation of law or in any other manner whatsoever, without the prior written consent of RIAC.

17.10.3. The Operator may not sublease or permit all or any portions of the Premises to be used or occupied by any one other than the Operator for the term or underlet for the term in whole or in part, without the prior written consent of RIAC.

17.11. Independent Contractor. In the use of the Premises and in conducting its business hereunder, the Operator acts as an independent contractor and not as an agent of RIAC. The selection, retention, assignment, direction and payment of Operator's employees shall be the sole responsibility of the Operator. The Operator shall maintain all tax records for its employees who perform services pursuant to this Agreement and the Operator shall withhold and remit income taxes, Federal Insurance Contribution Act taxes and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by Operator to its employees for their services.

17.12. Taxes. The Operator shall pay all federal, state and local taxes which may be assessed against it or its equipment or its leasehold interest while in or upon the Premises or elsewhere on the property of the Airport, as well as all federal, state and local taxes assessed in connection with the operation of its business authorized and permitted hereunder.

17.13 Campaign Finance Compliance/Major State Decision-Maker. Operator certifies by the execution of this Agreement that it is in full compliance with Rhode Island General Laws Chapter 27 of Title 17 and Chapter 14 of Title 36.

18. Airport Operations.

18.1 There is hereby reserved to RIAC, its successors and assigns for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Airport including the Premises, together with a right to cause in said air space such noise, dust and fumes as may be inherent in the operation of aircraft now known or hereafter used, or navigation in or using said air space for landing, taking off or operating on or above or near the Airport.

18.2 The Operator covenants and agrees that it will neither erect structures nor permit nor operate equipment nor store material on the Premises, in such a manner as to create any obstruction to air navigation and radar operations according to the criteria or standards as prescribed from time to time in Part 77 of the Federal Aviation

Regulations, nor will the Operator create electrical interference with radio communications, radar or electromagnetic equipment between the Airport and aircraft, or make it difficult for a flier to distinguish between Airport lights and others, or cause a glare in the eyes of fliers using the Airport, or impair visibility in the vicinity of the Airport by lights or smoke, or otherwise endanger the landing, taking-off or maneuvering of aircraft. If the Operator is in default of this provision, the Operator shall remedy the cause immediately after notification by RIAC and in the event the Operator fails to do so, RIAC will have the right to enter upon the Premises and remedy such default at the Operator's expense.

18.3 The Operator shall not, by either its activities upon or use of the Premises, interfere with radio communications, instrument landing systems, navigational aides or flight operations of the Airport or telecommunications equipment or devices located at the Airport, whether or not related to Airport operations.

19. Government Agencies.

19.1 The Operator shall cooperate and assist RIAC in dealing with inquiries, proceedings or other actions of the Federal Aviation Administration and all other Federal, State and local agencies in all matters relating to the operation of the Airport.

19.2 In the event that the United States Government or its agencies (including the Federal Aviation Administration or its successors), RIAC or the State of Rhode Island or its agencies require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, the Operator agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirement of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will the Operator be required, pursuant to this Section, to agree to an increase in the rent or decrease in length of Term provided for hereunder or to a substantial change in the use (provided it is an authorized use hereunder) to which the Operator has put the Premise. Notwithstanding the foregoing, if this Section is invoked against Operator, Operator may terminate this lease without further liability of either party to the other if in Operator's reasonable discretion such invocation materially increases Operator's obligations or materially decreases Operator's rights under this Lease.

19.3 Operator agrees to comply with provisions of the Federal Aviation Act of 1958 (49 U.S.C. 1349 (a)), and any future amendments or revisions thereto, or any rules or regulations promulgated thereunder and any provision of any agreements providing Federal assistance for the development of Airports entered into by RIAC and the United States of America or its agencies. Notwithstanding the foregoing, if this Section is invoked against Operator, Operator may terminate this lease without further liability of either party to the other if in Operator's reasonable discretion such invocation materially increases Operator's obligations or materially decreases Operator's rights under this

Lease

19.4 During time of war or national emergency, RIAC shall have the right to lease the Airport area or any part thereof, including the Premises, to the United States Government for military use and, if such lease is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the lease to the Government, shall be subordinate to the latter lease. Operator's rental fees shall be equitably adjusted in the event such lease with the Government is executed.

20. Surrender of Premises; Holding Over. Upon the expiration or other termination of the term of this Agreement, the Operator's right to use the Premises, Improvements, facilities, rights, licenses, services and privileges herein granted shall cease, and Operator shall forthwith upon such expiration or termination surrender the same. The continued occupancy and use of the Premises by the Operator after the expiration of the term of this Agreement shall not result in the automatic renewal of the term of this Agreement, nor shall RIAC's permission to such continued occupancy operate to extend the term of this Agreement unless specifically agreed to by RIAC, in writing. For the purpose of payment of Rent, any such holding over by Operator shall be construed as a month to month tenancy at the Rent provided in Section 5 hereof.

21. Consent. Whenever in this Agreement, or in any other agreement or document executed and/or delivered in connection herewith, the consent or approval of RIAC is permitted or required, such consent or approval must be in writing and shall be given exclusively by RIAC's Representative, or his or her duly authorized designee.

22. Adequate Assurance of Future Performance. RIAC may require Operator to provide RIAC with adequate written assurance that Operator will perform its obligations in a timely fashion in accordance with this Agreement. In the event that RIAC requests that Operator provide adequate written assurance, or a statement by Operator that Operator cannot or will not perform in a timely fashion in accordance with this Agreement, or any act of omission of Operator that makes it, in RIAC's reasonable judgment, improbable at the time that Operator will perform in accordance with this Agreement shall permit RIAC to terminate the Agreement under Section 15.

23. Timeliness. Time is of the essence of this Agreement. Operator will perform the all of its obligations under this Agreement in such manner as to ensure their completion in a timely manner.

24. Third Party Beneficiary. This Agreement is made and entered into solely and specifically between RIAC and Operator for their own benefit, and no third party shall have the right to enforce the provisions of this Agreement or have any other rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

25. Survival. The terms and conditions of this Agreement shall survive the expiration, or sooner termination, of this Agreement.

IN WITNESS WHEREOF, RIAC and Operator have each caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

WITNESS:

**RHODE ISLAND AIRPORT
CORPORATION**

David A. Cloutier
AVP Commercial Programs

By: _____
Kevin A. Dillon
President and CEO

By: _____