

ADDENDUM NUMBER ONE TO REQUEST FOR PROPOSALS – RENTAL CAR CONCESSION AGREEMENT

Responses to Questions Received as of September 10, 2024

Minimum Annual Guarantee (MAG)

- **Q** Is the MAG of \$1,200,000 what the operator pays to the airport...or is it the minimum total revenue that must be generated?
- **A** \$1.2M is the Minimum Annual Guaranteed payment by Concessionaire to the Airport.
 - o If it is what is paid to the airport, then each operator must capture 24% of the market share based on 2024 total revenue (\$53M*24% = \$12.7M) 10% goes to TAIT (\$12.7M * 10% = \$1.27M) This is not a question.
 - o It is going to be extremely difficult for a new operator to come into a new market and obtain that level of market share. Not to mention that the new operators will be handicapped by only having counter space. This is not a question.
 - Also, assuming that there are (5) successful operators, and each only committed to the \$1.2M minimum, using the calculations above, the total revenue market would be \$60M...a \$7M increase from 2024. Which would equate to a 13% increase. The projected passenger increase is only 2% YOY for the foreseeable future. This is not a question.
- Q If the MAG is truly \$1.2M, would TAIT be open to allocating ready & return space and QTA space on airport?
- A Due to space restrictions, only the top 3 MAG proposers will be awarded RTR and QTA space.
- Q If the answer to the previous question is no, would TAIT consider a lower MAG for those operating with only counter space?
- **A** \$1.2M is the minimum acceptable MAG.
- **Q** For operators that only have counter space, is the CFC mandatory?
- A Yes
- **Q** Since the Conrac will not be used by counter only operators?
- A Once complete, the CONRAC will be available to all awarded Concessionaires.
- Q Can you please confirm what the CFC will be? And is it by transaction or by day?
- A The Customer Facility Charge is currently \$4.00 per transaction day. We do anticipate an increase, and our Finance team is researching what the adjusted CFC will be once we determine the estimated cost of the CONRAC.







Customer Service:

- Q In the RFP it states that counter size will be determined by the number of successful bidders. Just to clarify, does that mean each operator will have equal space?
- A There are currently two underutilized counter/back-office spaces that will be awarded to the successful counter-only proposers.
 - **Q** For example, if there are 5 operators, the total space will be divided by 5?
 - A No
 - Q Is there a guaranteed minimum counter space? (want to make sure at least 8 ft would be available)
 - A At least eight (8) feet will be available, with associated back-office space.
- Q For operators that only have counter space, where will their bus/shuttle be allowed to pick up customers?
- **A** Yes
- **Q** Will it be mandatory for operators to staff the desk?
- A Yes

It is Fox/EMGs intent to staff the desk. However, we want to ensure that other operators who currently don't staff their desks don't ask for an agreement that desks cannot be staffed. This is not a question.

Conrac Management:

- **Q** Does the airport or a third party manage the CONRAC?
- A That is yet to be decided; however, we do anticipate the airport will manage the CONRAC.

Turo:

- **Q** Is Turo currently allowed to do transactions on the airport?
- **A** Turo does have a TNC operating agreement.
 - If so, are they subject to airport/CFC fees? Turo is subject to airport fees. They are not subject to the Customer Facility Charge but are required to pay airport parking fees for their vehicle exchange.
- Q For the counter only operators, can the MAG payment be delayed until the operators have offsite locations going? If successful bidders are not notified until December, it only leaves







January and February to find a location, get permitting, build and be ready for a March start. This will be extremely tight.

- **A** MAG payment will begin with the contract start date.
- **Q** Are there any off-site operators today that pick customers up and do everything offsite, including checking customers in?
- A No.
- **Q** If not, could that be an option?
- A Yes

At other airports where we don't have counter or CONRAC space, we pick customers up from a designated area and do everything offsite. We usually pay a lower MAG at those locations and no CFC. This is not a question.

Financial Information Needed for RFP evaluation:

- Q Please provide the following documents to allow us to further our evaluation of the landscape of the RFP. Please provide:
 - Rental Car Market Share data from 2019 through 2024 YTD. Please show data by rental car brand (E.g., Hertz, Dollar, Thrifty, Enterprise, Alamo, National, Avis, Budget, Payless) Attached.
 - Copies of any peer-to-peer agreements. Attached.
- Q Off airport information. It is our understanding that there are no companies operating as off airport rental car operators. If a company desired to operate as an off airport rental car company, what would the financial terms be? (Percentage fees, dwell fees, bus permit fees, etc.)
- A This question is outside the scope of the current RFP and should be addressed separately.
- Q CFC: Page 6 indicates the TAIT will be adopting a CFC resolution. Can you provide an approximate date within the term in which a CFC would be implemented. What is the projected CFC dollar amount, would it be capped? What types of facility improvements, and other costs would the CFC cover?
- A The CFC has been in place and is currently \$4.00 per transaction day. The CFC has been used for the garage improvements and QTA construction and improvements over the years. The CFC will be used to assist with construction costs for the upcoming QTA.

Questions related to sections of the RFP package:







Q Page 3, Please clarify and confirm if the \$1.2m minimum 1st year MAG applies for both full-service concessions and counter only concessions?

A Confirmed

- Q Further to the above question, with respect to any MAG for the "counter only" position, we propose there be zero MAG related to the "counter only" concession. We propose the TAIT consider the selection process be awarded based on qualitative factors. Examples of such factors are listed below. Also, for fairness reasons, the RACs' initial first-year MAGs should be commensurate with the operating space (e.g., ready/return space) each RAC receives. If there is no Ready/Return space, then zero MAG should apply. This is not a question.
- Page 3, Constraints: Ready Return Spaces. This section states that there are no ready returns spaces associated with the "counter-only" concession. This would mean that any RAC operations must be carried out through a passenger shuttle service. We ask that the TAIT reevaluate this constraint. We noted that there were many unused ready return spaces within the ready/return footprint. When will there be an opportunity for all on-airport RACs to be awarded ready return spaces?
- A The current ready/return parking and QTA facilities do not have the capacity to accommodate more than three (3) companies.
- Since 2019 we have observed that in many airport locations nationwide that deplaning passengers gradually using rental cars less. There may be a number or reasons for this including, operations like various peer-to-peer companies who operate at the terminals; Consolidated Facilities located a distance from the terminal whereby access is by rail or shuttle; CFC and other pass-through fees; Transportation Network Companies like Uber and Lyft provided better access. A class of rental car service whereby customers have a counter and must be shuttled to rental cars provides a diminished class of service that will be less appealing to customers. Indeed, at this point we understand that there are no or a limited number of off rental car shuttle operations at TUL. Again, we respectfully ask that this restriction be revisited for the benefit of our joint airport and rental car customers.
- A This issue will be revisited under the next Agreement, after a CONRAC has been constructed.

Questions related to the Sample Rental Car Concession Agreement

- Page 8, Article III section 3.1.3 Ready/Return Car Facilities. During the reallocation process, would TAIT consider allowing for a "counter only' concessionaire to gain ready return spaces, during this reset of the footprint of ready/return?
- A Not under this proposed agreement term.







General questions:

- Q Please clarify the following for a concessionaire who is awarded a "Counter only" position Would wayfinding to shuttle pick up show brands by name within terminal area?
- A Branding and directional signage can be placed at the rental car counters.
- **Q** Where would the pickup area be for shuttle operations?
- **A** The shuttle area is located on the arrivals roadway of the airport.
- **Q** Would a co-shared busing operation be permissible?
- A TAIT will not provide the shuttle service; however, sharing a shuttle service with a permitted ground transportation operator would be acceptable.
- **Q** Would brand wayfinding be permissible in a co-branded shuttle pick up area?
- **A** Wayfinding in the public areas is provided by the Airport.
- **Q** We respectfully request that you provide the following information:

Airport's DBE/ACDBE	Contact Information -	NAICS Business Classification
Vendor Names	Name, Phone, Email	NAICS Dusiness Classification

A ACDBE/DBE Information can be found at the following link: https://okdot.gob2g.com/ by searching for "ACDBE."





March 1, 2019

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - JANUARY

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue	
Alamo	\$	156,160.38
Avis	\$	399,782.89
Budget	\$	266,047.47
Dollar	\$	133,533.24
Enterprise	\$	391,867.89
Hertz	\$	592,342.34
National	\$	570,690.97
Payless	\$	37,442.95
Thrifty	\$	109,510.05
Monthly Totals	\$	2,657,378.18

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

April 2, 2019

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - February

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	107,819.05
Avis	\$	451,665.37
Budget	\$	283,706.17
Dollar	\$	90,602.52
Enterprise	\$	368,684.51
Hertz	\$	598,812.92
National	\$	621,675.54
Payless	\$	41,113.45
Thrifty	\$	92,814.36
Monthly Totals	\$	2,656,893.89

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

May 1, 2019

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - March

The following revenues as reported by the Airport rental car agencies:

G	Gross Revenue	
\$	167,496.76	
\$	532,507.60	
\$	319,225.99	
\$	111,918.74	
\$	509,538.23	
\$	710,149.96	
\$	710,742.85	
\$	73,301.47	
\$	170,946.13	
\$	3,305,827.73	
	\$ \$ \$ \$ \$ \$ \$ \$	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

June 1, 2019

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - April

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	138,222.75
Avis	\$	514,822.44
Budget	\$	337,249.47
Dollar	\$	149,464.83
Enterprise	\$	485,667.37
Hertz	\$	755,210.32
National	\$	720,766.46
Payless	\$	36,316.68
Thrifty	\$	148,529.36
Monthly Totals	\$	3,286,249.68

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

July 1, 2019

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - May

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue	
Alamo	\$	180,093.32
Avis	\$	597,748.99
Budget	\$	342,839.07
Dollar	\$	210,870.69
Enterprise	\$	579,308.72
Hertz	\$	856,630.27
National	\$	792,846.30
Payless	\$	45,856.31
Thrifty	\$	184,304.59
Monthly Totals	\$	3,790,498.26

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

August 1, 2019

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - June

The following revenues as reported by the Airport rental car agencies:

G	Gross Revenue	
\$	262,588.77	
\$	690,021.90	
\$	358,303.12	
\$	210,628.48	
\$	542,472.06	
\$	870,845.19	
\$	678,899.43	
\$	83,538.44	
\$	179,020.96	
_\$	3,876,318.35	
	\$ \$ \$ \$ \$ \$ \$	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

September 1, 2019

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - July

The following revenues as reported by the Airport rental car agencies:

G	Gross Revenue	
\$	287,250.04	
\$	613,024.45	
\$	423,311.97	
\$	187,237.44	
\$	547,651.22	
\$	899,642.64	
\$	649,568.67	
\$	35,990.28	
\$	196,358.09	
_\$	3,840,034.80	
	\$ \$ \$ \$ \$ \$ \$	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

October 3, 2019

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - August

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	229,007.87
Avis	\$	640,390.16
Budget	\$	354,921.08
Dollar	\$	178,563.12
Enterprise	\$	557,285.17
Hertz	\$	848,662.84
National	\$	771,371.91
Payless	\$	34,517.19
Thrifty	\$	184,258.59
Monthly Totals	\$	3,798,977.93

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

November 1, 2019

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - September

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	222,723.46
Avis	\$	606,194.02
Budget	\$	325,188.12
Dollar	\$	168,124.60
Enterprise	\$	482,347.23
Hertz	\$	783,650.52
National	\$	662,781.55
Payless	\$	64,029.41
Thrifty	\$	163,952.53
Monthly Totals	\$	3,478,991.44

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

December 2, 2019

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - October

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	243,701.08
Avis	\$	672,369.28
Budget	\$	390,440.58
Dollar	\$	178,120.53
Enterprise	\$	669,173.70
Hertz	\$	914,946.69
National	\$	833,648.62
Payless	\$	55,040.45
Thrifty	\$	183,587.21
Monthly Totals	\$	4,142,028.14

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

January 2, 2020

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - November

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	212,727.72
Avis	\$	592,425.42
Budget	\$	321,748.36
Dollar	\$	157,460.39
Enterprise	\$	563,171.73
Hertz	\$	745,321.71
National	\$	683,378.35
Payless	\$	35,677.65
Thrifty	\$	161,855.32
Monthly Totals	\$	3,473,766.65

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

February 1, 2020

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - September

The following revenues as reported by the Airport rental car agencies:

Avis \$ 518,642.56 Budget \$ 382,027.87		G	ross Revenue
Budget \$ 382,027.87	amo	\$	184,590.98
· · · · · · · · · · · · · · · · · · ·	vis	\$	518,642.56
Dollar \$ 157,554.23	udget	\$	382,027.87
	ollar	\$	157,554.23
Enterprise \$ 487,722.93	nterprise	\$	487,722.93
Hertz \$ 655,217.23	ertz	\$	655,217.23
National \$ 569,074.10	ational	\$	569,074.10
Payless \$ 48,054.17	ayless	\$	48,054.17
Thrifty \$ 191,485.83	nrifty	\$	191,485.83
Monthly Totals \$ 3,194,369.90	onthly Totals	\$	3,194,369.90

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

March 1, 2020

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - January

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	172,005.64
Avis	\$	493,936.44
Budget	\$	316,462.37
Dollar	\$	117,881.67
Enterprise	\$	467,169.06
Hertz	\$	643,782.73
National	\$	620,860.97
Payless	\$	58,086.70
Thrifty	\$	155,384.80
Monthly Totals	\$	3,045,570.38

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

April 1, 2020

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - February

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	110,181.04
Avis	\$	511,416.43
Budget	\$	317,466.88
Dollar	\$	122,343.14
Enterprise	\$	436,483.77
Hertz	\$	637,476.13
National	\$	625,668.67
Payless	\$	23,705.58
Thrifty	\$	118,338.81
Monthly Totals	\$	2,903,080.45

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

May 1, 2020

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - March

The following revenues as reported by the Airport rental car agencies:

Alamo \$ 91,792.27 Avis \$ 325,021.29 Budget \$ 248,752.22 Dollar \$ 115,516.45 Enterprise \$ 341,210.65 Hertz \$ 469,435.93 National \$ 457,557.61 Payless \$ 20,647.03 Thrifty \$ 92,344.96		G	ross Revenue
Budget \$ 248,752.22 Dollar \$ 115,516.45 Enterprise \$ 341,210.65 Hertz \$ 469,435.93 National \$ 457,557.61 Payless \$ 20,647.03	Alamo	\$	91,792.27
Dollar \$ 115,516.45 Enterprise \$ 341,210.65 Hertz \$ 469,435.93 National \$ 457,557.61 Payless \$ 20,647.03	Avis	\$	325,021.29
Enterprise \$ 341,210.65 Hertz \$ 469,435.93 National \$ 457,557.61 Payless \$ 20,647.03	Budget	\$	248,752.22
Hertz \$ 469,435.93 National \$ 457,557.61 Payless \$ 20,647.03	Dollar	\$	115,516.45
National \$ 457,557.61 Payless \$ 20,647.03	Enterprise	\$	341,210.65
Payless \$ 20,647.03	Hertz	\$	469,435.93
	National	\$	457,557.61
Thrifty \$ 92,344.96	Payless	\$	20,647.03
	Thrifty	\$	92,344.96
Monthly Totals \$ 2,162,278.41	Monthly Totals	\$	2,162,278.41

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

June 18, 2020

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - April

The following revenues as reported by the Airport rental car agencies:

	Gr	oss Revenue
Alamo	\$	4,417.36
Avis	\$	96,809.12
Budget	\$	57,238.81
Dollar	\$	21,096.62
Enterprise	\$	116,637.74
Hertz	\$	127,005.66
National	\$	140,863.70
Payless	\$	3,294.87
Thrifty	\$	16,169.96
Monthly Totals	\$	583,533.84

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

July 2, 2020

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - May

The following revenues as reported by the Airport rental car agencies:

Alamo \$ 42,177.60 Avis \$ 148,729.19 Budget \$ 91,726.75 Dollar \$ 44,144.24 Enterprise \$ 191,012.03 Hertz \$ 118,791.15 National \$ 201,232.14 Payless \$ 5,837.00 Thrifty \$ 34,993.75 Monthly Totals \$ 878,643.85		Gr	oss Revenue
Budget \$ 91,726.75 Dollar \$ 44,144.24 Enterprise \$ 191,012.03 Hertz \$ 118,791.15 National \$ 201,232.14 Payless \$ 5,837.00 Thrifty \$ 34,993.75	Alamo	\$	42,177.60
Dollar \$ 44,144.24 Enterprise \$ 191,012.03 Hertz \$ 118,791.15 National \$ 201,232.14 Payless \$ 5,837.00 Thrifty \$ 34,993.75	Avis	\$	148,729.19
Enterprise \$ 191,012.03 Hertz \$ 118,791.15 National \$ 201,232.14 Payless \$ 5,837.00 Thrifty \$ 34,993.75	Budget	\$	91,726.75
Hertz \$ 118,791.15 National \$ 201,232.14 Payless \$ 5,837.00 Thrifty \$ 34,993.75	Dollar	\$	44,144.24
National \$ 201,232.14 Payless \$ 5,837.00 Thrifty \$ 34,993.75	Enterprise	\$	191,012.03
Payless \$ 5,837.00 Thrifty \$ 34,993.75	Hertz	\$	118,791.15
Thrifty \$ 34,993.75	National	\$	201,232.14
	Payless	\$	5,837.00
Monthly Totals \$ 878,643.85	Thrifty	\$	34,993.75
Monthly Totals \$ 878,643.85			
	Monthly Totals	\$	878,643.85

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

August 5, 2020

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - June

The following revenues as reported by the Airport rental car agencies:

G	ross Revenue
\$	117,611.91
\$	267,621.23
\$	195,784.65
\$	86,939.96
\$	321,181.58
\$	237,861.07
\$	288,209.22
\$	25,112.81
\$	76,609.74
\$	1,616,932.17
	\$ \$ \$ \$ \$ \$ \$ \$

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

September 15, 2020

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - July

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	166,135.06
Avis	\$	277,897.10
Budget	\$	278,445.71
Dollar	\$	97,411.54
Enterprise	\$	388,810.87
Hertz	\$	256,444.14
National	\$	353,867.56
Payless	\$	21,918.37
Thrifty	\$	122,997.57
Monthly Totals	\$	1,963,927.92

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

October 1, 2020

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - August

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	168,507.69
Avis	\$	300,186.44
Budget	\$	265,092.61
Dollar	\$	128,758.25
Enterprise	\$	402,262.95
Hertz	\$	268,239.09
National	\$	415,985.58
Payless	\$	21,636.94
Thrifty	\$	112,485.40
Monthly Totals	\$	2,083,154.95

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

November 5, 2020

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - September

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	146,579.21
Avis	\$	271,301.26
Budget	\$	259,385.50
Dollar	\$	115,584.88
Enterprise	\$	406,560.50
Hertz	\$	295,100.72
National	\$	380,326.96
Payless	\$	21,156.98
Thrifty	\$	118,035.72
Monthly Totals	\$	2,014,031.73

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

December 7, 2020

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - October

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	192,775.18
Avis	\$	409,951.07
Budget	\$	304,969.21
Dollar	\$	123,953.35
Enterprise	\$	480,077.74
Hertz	\$	380,582.18
National	\$	432,157.28
Payless	\$	18,805.54
Thrifty	\$	97,679.86
Monthly Totals	\$	2,440,951.41

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

January 5, 2021

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - November

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	174,691.15
Avis	\$	382,675.97
Budget	\$	239,219.04
Dollar	\$	161,440.87
Enterprise	\$	510,778.22
Hertz	\$	337,907.94
National	\$	400,079.51
Payless	\$	13,265.30
Thrifty	\$	160,723.54
Monthly Totals	\$	2,380,781.54

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

February 3, 2021

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - December

The following revenues as reported by the Airport rental car agencies:

40.15
49.81
63.96
28.50
09.64
04.84
36.97
56.21
32.57
22.65
(

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

March 11, 2021

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - January

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	93,672.58
Avis	\$	237,637.63
Budget	\$	192,629.52
Dollar	\$	119,339.35
Enterprise	\$	333,031.10
Hertz	\$	284,770.43
National	\$	311,876.32
Payless	\$	14,692.20
Thrifty	\$	99,110.30
Monthly Totals	\$	1,686,759.43

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

April 28, 2021

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - February

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue	
Alamo	\$	91,952.60
Avis	\$	232,519.20
Budget	\$	202,597.72
Dollar	\$	93,829.28
Enterprise	\$	319,166.18
Hertz	\$	249,691.97
National	\$	328,817.50
Payless	\$	39,595.52
Thrifty	\$	88,308.91
Monthly Totals	\$	1,646,478.88

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

April 28, 2021

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - March

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue	
Alamo	\$	155,597.69
Avis	\$	386,475.45
Budget	\$	356,709.98
Dollar	\$	130,682.26
Enterprise	\$	475,280.55
Hertz	\$	334,454.96
National	\$	466,644.08
Payless	\$	70,340.51
Thrifty	\$	117,294.67
Monthly Totals	\$	2,493,480.15
Thrifty		117,294.67

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

June 2, 2021

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - April

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue	
Alamo	\$	206,332.16
Avis	\$	484,284.74
Budget	\$	481,121.63
Dollar	\$	136,497.59
Enterprise	\$	528,803.68
Hertz	\$	411,507.84
National	\$	492,447.51
Payless	\$	80,251.17
Thrifty	\$	142,513.40
Monthly Totals	\$	2,963,759.72

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

July 6, 2021

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - May

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue		
Alamo	\$	270,645.62	
Avis	\$	747,819.38	
Budget	\$	781,716.78	
Dollar	\$	143,961.19	
Enterprise	\$	632,017.09	
Hertz	\$	738,168.02	
National	\$	651,727.46	
Payless	\$	127,944.72	
Thrifty	\$	204,804.69	
Monthly Totals	\$	4,298,804.95	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

August 3, 2021

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - June

The following revenues as reported by the Airport rental car agencies:

	G	Gross Revenue	
Alamo	\$	228,545.38	
Avis	\$	752,442.86	
Budget	\$	773,750.80	
Dollar	\$	272,399.38	
Enterprise	\$	706,624.87	
Hertz	\$	808,610.19	
National	\$	632,684.62	
Payless	\$	54,813.60	
Thrifty	\$	255,186.25	
Monthly Totals	\$	4,485,057.95	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

September 9, 2021

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - July

The following revenues as reported by the Airport rental car agencies:

	G	Gross Revenue	
Alamo	\$	219,785.36	
Avis	\$	712,691.09	
Budget	\$	632,295.34	
Dollar	\$	283,838.67	
Enterprise	\$	668,570.48	
Hertz	\$	770,741.17	
National	\$	666,946.71	
Payless	\$	52,834.38	
Thrifty	\$	266,373.55	
Monthly Totals	\$	4,274,076.75	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

October 7, 2021

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - August

The following revenues as reported by the Airport rental car agencies:

G	ross Revenue
\$	192,890.65
\$	645,245.83
\$	569,614.39
\$	288,682.33
\$	653,373.15
\$	788,816.75
\$	624,147.24
\$	23,473.15
\$	257,760.96
\$	4,044,004.45

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

November 9, 2021

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - September

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	246,385.33
Avis	\$	577,758.26
Budget	\$	491,181.17
Dollar	\$	199,888.91
Enterprise	\$	598,439.09
Hertz	\$	695,621.19
National	\$	575,575.74
Payless	\$	63,589.24
Thrifty	\$	193,984.75
Monthly Totals	\$	3,642,423.68

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

December 6, 2021

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - October

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	248,083.51
Avis	\$	771,360.25
Budget	\$	698,123.43
Dollar	\$	225,480.08
Enterprise	\$	670,976.87
Hertz	\$	851,109.48
National	\$	713,277.63
Payless	\$	83,229.28
Thrifty	\$	295,225.13
Monthly Totals	\$	4,556,865.66

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

January 13, 2022

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - November

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	285,725.94
Avis	\$	722,162.08
Budget	\$	600,425.12
Dollar	\$	192,471.81
Enterprise	\$	655,540.98
Hertz	\$	697,638.65
National	\$	571,827.54
Payless	\$	55,623.83
Thrifty	\$	267,515.22
Monthly Totals	\$	4,048,931.17

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

February 21, 2022

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - December

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	216,272.21
Avis	\$	591,616.48
Budget	\$	398,133.71
Dollar	\$	137,445.38
Enterprise	\$	514,547.31
Hertz	\$	637,286.13
National	\$	544,037.17
Payless	\$	49,938.45
Thrifty	\$	233,150.46
Monthly Totals	\$	3,322,427.30

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

March 15, 2022

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - January

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	166,392.89
Avis	\$	485,410.49
Budget	\$	400,849.08
Dollar	\$	84,842.16
Enterprise	\$	454,565.70
Hertz	\$	492,709.64
National	\$	472,989.38
Payless	\$	52,686.94
Thrifty	\$	174,692.70
Monthly Totals	\$	2,785,138.98

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

April 11, 2022

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - February

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	109,384.84
Avis	\$	497,603.49
Budget	\$	384,267.21
Dollar	\$	93,278.13
Enterprise	\$	347,582.16
Hertz	\$	485,176.11
National	\$	486,242.90
Payless	\$	97,076.08
Thrifty	\$	97,293.73
Monthly Totals	\$	2,597,904.65

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

May 16, 2022

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - March

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	142,525.52
Avis	\$	723,781.04
Budget	\$	625,152.87
Dollar	\$	159,263.86
Enterprise	\$	553,263.96
Hertz	\$	698,109.34
National	\$	636,605.48
Payless	\$	119,432.46
Thrifty	\$	138,898.37
Monthly Totals	\$	3,797,032.90

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

June 22, 2022

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - April

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	160,187.23
Avis	\$	875,752.94
Budget	\$	753,051.99
Dollar	\$	163,363.18
Enterprise	\$	586,491.35
Hertz	\$	773,938.40
National	\$	702,478.69
Payless	\$	102,690.63
Thrifty	\$	121,292.22
Monthly Totals	\$	4,239,246.63

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

June 22, 2022

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - May

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	225,098.76
Avis	\$	1,483,594.44
Budget	\$	1,042,604.63
Dollar	\$	225,653.20
Enterprise	\$	717,311.52
Hertz	\$	1,056,742.01
National	\$	766,405.48
Payless	\$	128,697.70
Thrifty	\$	171,474.06
Monthly Totals	\$	5,817,581.80

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

August 2, 2022

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - June

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	256,530.36
Avis	\$	981,466.85
Budget	\$	958,539.40
Dollar	\$	217,010.07
Enterprise	\$	729,960.87
Hertz	\$	848,661.76
National	\$	667,431.78
Payless	\$	90,988.74
Thrifty	\$	206,841.56
Monthly Totals	\$	4,957,431.39

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

September 22, 2022

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - July

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	315,592.28
Avis	\$	960,714.44
Budget	\$	824,112.42
Dollar	\$	251,178.48
Enterprise	\$	731,960.11
Hertz	\$	927,038.50
National	\$	637,903.80
Payless	\$	64,045.07
Thrifty	\$	210,695.38
Monthly Totals	\$	4,923,240.48

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

September 22, 2022

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - August

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	277,348.02
Avis	\$	928,684.79
Budget	\$	684,654.52
Dollar	\$	165,885.82
Enterprise	\$	637,821.15
Hertz	\$	941,844.63
National	\$	663,342.99
Payless	\$	42,621.04
Thrifty	\$	264,199.20
Monthly Totals	\$	4,606,402.16

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

November 10, 2022

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - September

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	243,794.93
Avis	\$	915,198.45
Budget	\$	661,958.48
Dollar	\$	163,144.42
Enterprise	\$	659,466.54
Hertz	\$	940,217.75
National	\$	761,033.83
Payless	\$	55,852.55
Thrifty	\$	283,750.85
Monthly Totals	\$	4,684,417.80

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

December 20, 2022

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - October

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	333,810.06
Avis	\$	935,300.53
Budget	\$	880,525.51
Dollar	\$	193,925.82
Enterprise	\$	816,357.17
Hertz	\$	932,490.90
National	\$	847,485.82
Payless	\$	117,904.86
Thrifty	\$	315,272.00
Monthly Totals	\$	5,373,072.67

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

January 3, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - November

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	270,230.93
Avis	\$	792,264.59
Budget	\$	648,469.17
Dollar	\$	158,815.19
Enterprise	\$	675,409.64
Hertz	\$	731,205.34
National	\$	700,689.47
Payless	\$	67,659.17
Thrifty	\$	229,861.98
Monthly Totals	\$	4,274,605.48

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

February 9, 2023

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - December

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue		
Alamo	\$	207,232.79	
Avis	\$	701,842.24	
Budget	\$	526,491.22	
Dollar	\$	129,807.69	
Enterprise	\$	557,946.36	
Hertz	\$	580,803.79	
National	\$	618,248.99	
Payless	\$	35,056.53	
Thrifty	\$	209,111.97	
Monthly Totals	\$	3,566,541.58	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

March 14, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - January

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	204,504.49
Avis	\$	549,479.89
Budget	\$	397,837.07
Dollar	\$	145,779.18
Enterprise	\$	528,909.43
Hertz	\$	509,841.51
National	\$	585,642.65
Payless	\$	31,174.87
Thrifty	\$	244,809.14
Monthly Totals	\$	3,197,978.23

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

April 13, 2023

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - February

The following revenues as reported by the Airport rental car agencies:

G	ross Revenue
\$	164,164.63
\$	549,607.86
\$	356,973.70
\$	144,740.06
\$	445,099.45
\$	535,404.43
\$	611,972.21
\$	39,721.65
\$	213,790.81
\$	3,061,474.80
	\$ \$ \$ \$ \$ \$ \$ \$

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

May 3, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - March

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	184,327.73
Avis	\$	789,779.01
Budget	\$	634,637.83
Dollar	\$	158,868.53
Enterprise	\$	598,655.17
Hertz	\$	778,312.15
National	\$	793,862.52
Payless	\$	82,418.28
Thrifty	\$	216,092.33
Monthly Totals	\$	4,236,953.55

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

June 26, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - April

The following revenues as reported by the Airport rental car agencies:

Alamo \$ 194,326.76 Avis \$ 807,615.67 Budget \$ 581,827.11 Dollar \$ 162,690.45 Enterprise \$ 598,049.51 Hertz \$ 821,467.68 National \$ 731,516.39 Payless \$ 127,903.04 Thrifty \$ 224,978.66 Monthly Totals \$ 4,250,375.27		G	ross Revenue
Budget \$ 581,827.11 Dollar \$ 162,690.45 Enterprise \$ 598,049.51 Hertz \$ 821,467.68 National \$ 731,516.39 Payless \$ 127,903.04 Thrifty \$ 224,978.66	Alamo	\$	194,326.76
Dollar \$ 162,690.45 Enterprise \$ 598,049.51 Hertz \$ 821,467.68 National \$ 731,516.39 Payless \$ 127,903.04 Thrifty \$ 224,978.66	Avis	\$	807,615.67
Enterprise \$ 598,049.51 Hertz \$ 821,467.68 National \$ 731,516.39 Payless \$ 127,903.04 Thrifty \$ 224,978.66	Budget	\$	581,827.11
Hertz \$ 821,467.68 National \$ 731,516.39 Payless \$ 127,903.04 Thrifty \$ 224,978.66	Dollar	\$	162,690.45
National \$ 731,516.39 Payless \$ 127,903.04 Thrifty \$ 224,978.66	Enterprise	\$	598,049.51
Payless \$ 127,903.04 Thrifty \$ 224,978.66	Hertz	\$	821,467.68
Thrifty \$ 224,978.66	National	\$	731,516.39
	Payless	\$	127,903.04
Monthly Totals \$ 4,250,375.27	Thrifty	\$	224,978.66
Monthly Totals \$ 4,250,375.27			
<u> </u>	Monthly Totals	\$	4,250,375.27

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

June 26, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - May

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	286,142.15
Avis	\$	864,921.25
Budget	\$	800,024.27
Dollar	\$	226,500.86
Enterprise	\$	636,074.20
Hertz	\$	902,124.50
National	\$	803,649.94
Payless	\$	143,359.65
Thrifty	\$	225,238.95
Monthly Totals	\$	4,888,035.77

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

July 19, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - June

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	264,978.44
Avis	\$	1,073,562.88
Budget	\$	857,060.27
Dollar	\$	243,654.34
Enterprise	\$	665,868.50
Hertz	\$	912,228.46
National	\$	741,481.08
Payless	\$	143,866.73
Thrifty	\$	214,344.94
Monthly Totals	\$	5,117,045.64

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

September 13, 2023

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - July

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	295,665.92
Avis	\$	985,336.51
Budget	\$	741,466.04
Dollar	\$	263,865.77
Enterprise	\$	648,279.79
Hertz	\$	813,404.10
National	\$	645,248.51
Payless	\$	115,672.26
Thrifty	\$	215,331.87
Monthly Totals	\$	4,724,270.77

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

September 28, 2023

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - August

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue		
Alamo	\$	233,036.56	
Avis	\$	966,126.62	
Budget	\$	683,787.85	
Dollar	\$	241,364.88	
Enterprise	\$	679,093.79	
Hertz	\$	829,662.34	
National	\$	816,211.56	
Payless	\$	116,362.67	
Thrifty	\$	191,299.61	
Monthly Totals	\$	4,756,945.88	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

October 23, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - September

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	201,412.41
Avis	\$	857,197.99
Budget	\$	691,859.62
Dollar	\$	166,945.94
Enterprise	\$	604,921.67
Hertz	\$	838,400.11
National	\$	759,925.58
Payless	\$	140,007.22
Thrifty	\$	252,257.92
Monthly Totals	\$	4,512,928.46

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

November 20, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - October

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	302,037.46
Avis	\$	1,088,147.36
Budget	\$	918,324.78
Dollar	\$	143,943.18
Enterprise	\$	806,571.87
Hertz	\$	955,114.93
National	\$	908,467.98
Payless	\$	176,425.22
Thrifty	\$	308,571.77
Monthly Totals	\$	5,607,604.55

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

December 19, 2023

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - November

The following revenues as reported by the Airport rental car agencies:

Alamo \$ 265,898.71 Avis \$ 826,332.63 Budget \$ 759,490.59 Dollar \$ 146,024.51 Enterprise \$ 710,510.66 Hertz \$ 733,697.00 National \$ 704,833.71 Payless \$ 114,552.45 Thrifty \$ 253,440.68		G	ross Revenue
Budget \$ 759,490.59 Dollar \$ 146,024.51 Enterprise \$ 710,510.66 Hertz \$ 733,697.00 National \$ 704,833.71 Payless \$ 114,552.45 Thrifty \$ 253,440.68	Alamo	\$	265,898.71
Dollar \$ 146,024.51 Enterprise \$ 710,510.66 Hertz \$ 733,697.00 National \$ 704,833.71 Payless \$ 114,552.45 Thrifty \$ 253,440.68	Avis	\$	826,332.63
Enterprise \$ 710,510.66 Hertz \$ 733,697.00 National \$ 704,833.71 Payless \$ 114,552.45 Thrifty \$ 253,440.68	Budget	\$	759,490.59
Hertz \$ 733,697.00 National \$ 704,833.71 Payless \$ 114,552.45 Thrifty \$ 253,440.68	Dollar	\$	146,024.51
National \$ 704,833.71 Payless \$ 114,552.45 Thrifty \$ 253,440.68	Enterprise	\$	710,510.66
Payless \$ 114,552.45 Thrifty \$ 253,440.68	Hertz	\$	733,697.00
Thrifty \$ 253,440.68	National	\$	704,833.71
	Payless	\$	114,552.45
M T	Thrifty	\$	253,440.68
NA (1) T ()			
Monthly Lotals \$ 4,514,780.94	Monthly Totals	\$	4,514,780.94

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

January 26, 2024

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - December

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	188,554.23
Avis	\$	661,663.49
Budget	\$	470,693.05
Dollar	\$	127,343.07
Enterprise	\$	572,580.83
Hertz	\$	542,685.67
National	\$	613,091.77
Payless	\$	88,838.03
Thrifty	\$	163,445.99
Monthly Totals	\$	3,428,896.13

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

March 13, 2024

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - January

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	171,252.06
Avis	\$	570,845.82
Budget	\$	382,757.92
Dollar	\$	150,418.14
Enterprise	\$	538,659.54
Hertz	\$	463,923.50
National	\$	599,127.58
Payless	\$	65,808.13
Thrifty	\$	140,699.58
Monthly Totals	\$	3,083,492.27

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

April 19, 2024

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - February

The following revenues as reported by the Airport rental car agencies:

G	ross Revenue
\$	107,589.25
\$	653,937.39
\$	357,513.77
\$	154,255.59
\$	490,697.46
\$	548,158.43
\$	746,282.60
\$	58,127.59
\$	131,368.21
\$	3,247,930.29
	\$ \$ \$ \$ \$ \$ \$ \$

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

April 19, 2024

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - March

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	187,995.71
Avis	\$	812,806.48
Budget	\$	580,946.54
Dollar	\$	206,123.36
Enterprise	\$	686,526.90
Hertz	\$	649,246.90
National	\$	803,725.89
Payless	\$	85,861.60
Thrifty	\$	262,667.60
Monthly Totals	<u>\$</u>	4,275,900.98

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

May 15, 2024

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - April

The following revenues as reported by the Airport rental car agencies:

	Gross Revenue		
Alamo	\$	258,866.84	
Avis	\$	886,175.34	
Budget	\$	615,644.12	
Dollar	\$	197,522.43	
Enterprise	\$	760,426.65	
Hertz	\$	806,515.40	
National	\$	813,702.16	
Payless	\$	94,139.16	
Thrifty	\$	318,508.09	
Monthly Totals	\$	4,751,500.19	

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

June 26, 2024

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - May

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	312,284.58
Avis	\$	959,780.02
Budget	\$	707,616.11
Dollar	\$	244,101.37
Enterprise	\$	810,615.98
Hertz	\$	864,490.46
National	\$	846,034.87
Payless	\$	134,878.81
Thrifty	\$	245,624.20
Monthly Totals	\$	5,125,426.40

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

July 22, 2024

Airport Station Manager Avis
Airport Station Manager EAN
Airport Station Manager Hertz

Re: Monthly Car Rental Revenue Report for - June

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	376,380.70
Avis	\$	971,789.53
Budget	\$	741,318.05
Dollar	\$	202,907.86
Enterprise	\$	813,206.89
Hertz	\$	837,940.53
National	\$	812,738.16
Payless	\$	126,732.37
Thrifty	\$	283,245.70
Monthly Totals	\$	5,166,259.79

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

August 16, 2024

Airport Station Manager	Avis
Airport Station Manager	EAN
Airport Station Manager	Hertz

Re: Monthly Car Rental Revenue Report for - July

The following revenues as reported by the Airport rental car agencies:

	G	ross Revenue
Alamo	\$	476,714.01
Avis	\$	918,508.40
Budget	\$	756,932.62
Dollar	\$	199,109.21
Enterprise	\$	822,836.95
Hertz	\$	744,902.28
National	\$	677,164.87
Payless	\$	84,170.49
Thrifty	\$	259,979.10
Monthly Totals	\$	4,940,317.93

Your monthly revenue report is due in our office no later than the 15th of each month in order for this report to be completed. Your cooperation will be appreciated.

Sincerely,

TULSA AIRPORTS IMPROVEMENT TRUST

Craig Cockle Airport Financial Department

PEER TO PEER VEHICLE SHARING CONCESSION AGREEMENT AND PERMIT Contract F23-027

Premises:

Tulsa International Airport

By and Between

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

and

TURO Inc., a Delaware Corporation

"Concessionaire"

Contents

EXHIBITS:	iii
Summary of Concession Agreement Terms	iv
Concession Agreement	1
Recitals:	1
Article One – Definitions	2
Section 1.1 Definitions	2
Section 1.2 Rules of Construction	3
Article Two - Term	3
Section 2.1 Term of Agreement	3
Section 2.2 Continuation Beyond Term	3
Section 2.3 Termination of Agreement	3
Article Three – Compensation to TAIT	3
Section 3.1 Compensation.	3
Section 3.2 Designated Areas, Parking Spaces and Parking Space Fees; Parking Locations Prohib	oited4
Section 3.3 Place of Payments	4
Section 3.4 Compensation Period	4
Section 3.5 Monthly Gross Revenues Report.	4
Section 3.6. Monthly Reservations Report	4
Section 3.7 Maintenance, Inspection and Audit of Books and Records	4
Section 3.8 Annual Statement	5
Section 3.9 Delinquencies	5
Section 3.10 Fees and Other Payments a Separate Covenant	6
Article Four: Gross Revenues	6
Section 4.1 Definition of Gross Revenues	6
Section 4.2 Revenues to be included in Gross Revenues	6
4.2 Diversion of Gross Revenues	8
Article Five – Permit; Performance; Use	8
Section 5.1 Permit	8
Section 5.2 Permit Contingent Upon Payment	8
Section 5.3 Operating Costs	8
Section 5.4 Use of Airport	8

	Section 5.5 Owner Vehicle Use	8
	Section 5.6 Vehicle Condition	9
	Section 5.7 Vehicle Inspection	9
	Section 5.8 Identification of Vehicle	9
	Section 5.9 Disputes and Solicitation	9
	Section 5.10 Non-Exclusive Agreement	9
	Section 5.11 Agreement Limitations	9
	Section 5.12 Designated Area	9
	Section 5.13 Rights of Ingress and Egress	9
	Section 5.14 Changes to Airport	. 10
	5.15 As-Is Condition	. 10
	5.16 Prohibited Activities	. 10
A	ticle Six – Compliance	. 11
	Section 6.1 Governing Authorities	. 11
	Section 6.2 Governmental Requirements – General	. 11
	Section 6.3 Taxes	. 12
	Section 6.4 No Liability for Exercise of Powers	. 12
	Section 6.5 Nondiscrimination	. 12
	Section 6.6 Disadvantaged Business Enterprise	. 16
	Section 6.7 Americans with Disabilities Act	. 16
	Section 6.8 Open Records Act	. 16
A	ticle Seven – Insurance and Indemnity	. 16
	Section 7.1. Indemnity – General	.16
	Section 7.2. Insurance	. 16
A	ticle Eight – Events of Default	. 17
	Section 8.1 Events of Default Defined/Cure	. 17
	Section 8.2 Remedies upon Concessionaire's Default and Failure to Cure	. 18
	Section 8.3 Nonwaiver	. 19
	Section 8.4 Event of Default by TAIT, Concessionaire's Remedies	. 19
A	ticle Nine – Transfer of Interests	. 19
	Section 9.1 Assignment or Transfer of Interests	. 19
A	ticle Ten – Notice	. 19
	Section 10.1 Notices	. 19

Article Eleven – Additional Provisions20
Section 11.2 Severability20
Section 11.3 Entire Agreement; Modification
Section 11.4 Execution of Counterparts/Electronic Signatures
Section 11.5 Effect of Saturdays, Sundays and Legal Holidays20
Section 11.6 Descriptive Headings; Table of Contents
Section 11.7 Choice of Law; Enforcement
Section 11.8 Force Majeure22
Section 11.9 Construction of Agreement
Section 11.10 Consent Not Unreasonably Withheld22
Section 11.11 Recovery of Attorney's Fees and Costs
Section 11.12 Binding Effect
Section 11.13 Agent of Service of Process
Section 11.14 Right to Develop Facility22
Section 11.15 Nonliability of Officers and Employees
Section 11.16 Right to Amend
Section 11.17 Time of Essence
Section 11.18 Good Faith22
Section 11.19 Federal Provisions
Section 11.20 Agreement Subordinate to Bond Indenture
Signatures23

EXHIBITS:

Exhibit A – Monthly Gross Revenues Statement

Exhibit B – Monthly Reservations Information

Exhibit C - Designated Areas

Summary of Concession Agreement Terms

TAIT	CONTRACT NUMBER: F23-027	
1.	TAIT Address For Courier or Notice Delivery Or	Tulsa Airports Improvement Trust 7777 Airport Drive, Suite A211 Tulsa, Oklahoma 74115 Fax: 918-838-5199 For Notice Only: notice@tulsaairports.com : P.O. Box 581838 Tulsa, OK 71458-1838
	TAIT Payments ONLY:	Tulsa Airports Improvement Trust Department 598 Tulsa, Oklahoma 74182
2.	Concessionaire Address	Turo Inc., Attn: Ethan Dunkle 111 Sutter Street, 12th Floor San Francisco, CA 94104 edunkle@turo.com
3.	Term of Agreement a. Effective Date b. Termination Date c. Term Renewal Options	One year September 1, 2024 August 31, 2025 none
4.	Designated Area	Tulsa International Airport Parking Facilities
5.	Scope of Permit	Peer-to-Peer Vehicle Sharing as set out in this Agreement.
6.	Compensation (% of Gross Revenue	10% of Gross Revenues
6a.	Parking Spaces	Daily Rate as set by the Airport's Published Rates, Fees and Charges.

Concession Agreement

Peer-to-Peer Vehicle Sharing

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

Recitals:

WHEREAS, The City leases the Airports to the Tulsa Airports Improvement Trust ("TAIT") pursuant to the terms of an Amended and Restated Lease Agreement between the City of Tulsa, Oklahoma and TAIT, effective as of January 1, 2014, and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 15th day of January, 2014 Doc #2014003980, as further amended by Amendment Number One effective as of April 14, 2021, and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 28th day of April, 2021, Doc #2021047248, and as further amended by Amendment Number Two effective as of July 21, 2021 and recorded in the office of the Clerk of Tulsa County, Oklahoma on the 22nd day of July 2021, Doc #2021085171.

WHEREAS Tulsa Airports Improvement Trust ("TAIT") operates Tulsa International Airport and Tulsa Riverside Airport pursuant to the Oklahoma Municipal Airports Act (OMAA), Okla. Stat. tit. 3 §65.1, et seq., and in compliance with its Amended and Restated Lease Agreement by and between City of Tulsa and TAIT ("TAIT/COT Lease"), effective January 1, 2014, as further amended, the Amended and Restated Bond Indenture dated November 1, 2009, and applicable federal rules, regulations, guidelines, advisories, and grant assurances. In doing so, TAIT is acting in a governmental capacity as an arm of the state to meet a public need, not solely for its own benefit.

WHEREAS, said TAIT/COT Lease provides that TAIT shall impose and prescribe a schedule of rates, rentals, privilege fees, Passenger Facility Charges, user fees and other fees and charges for the use and services of and the privileges, facilities and commodities conferred or furnished at the Airports, and shall revise the same from time to time as may be necessary in TAIT's discretion; and collect, or cause to be collected, the income, revenues, and other moneys derived therefrom, so that the Airports shall always be and remain financially self-sufficient and self-sustaining.

WHEREAS, the business activities contemplated under this Concession Agreement is also governed by TAIT's Ground Transportation Policy which governs the safe and efficient use of limited airport landside facilities at the Tulsa International Airport, and provides reasonable and uniform charges based upon the class of user, for the cost of providing such ongoing use, maintenance, management of curbside access, and other areas of Tulsa International Airport ("Airport").

WHEREAS, TAIT desires to obtain the Services described herein and TAIT and the Concessionaire desire to enter into an Agreement for said Services.

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

Article One - Definitions

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

- a) Agreement means this Concession Agreement and Permit between TAIT and Concessionaire, together with the exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof;
- b) Airport means the Tulsa International Airport and its facilities and improvements;
- c) **Airport Customer** means any person who makes a reservation for Peer-to-Peer Vehicle Sharing through Concessionaire's website, mobile application, or other platform for pick up at the Airport.
- d) TAIT means the Tulsa Airports Improvement Trust;
- e) **Airport Chief Executive Officer** ("CEO") means the Airports Chief Executive Officer, or his designated (in writing) representative;
- f) **Airport Facility** means the Airline Passenger Terminal Building and associated parking facilities at the Airport;
- g) **City** means the City of Tulsa, Oklahoma, a municipal corporation;
- h) Concessionaire or Permittee means Turo Inc. or its successor or its permitted assignee;
- Designated Area means Tulsa International Airport Parking Facilities where the Program is to be provided by Concessionaire.
- j) **FAA** means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
- k) **FAR** means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA.
- I) Governmental Requirements mean all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings; including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either; TAIT; the Tulsa Airport Authority; the City of Tulsa, the State of Oklahoma, or other governmental entities authorized to enact rules, regulations, standards, or policies applicable to Concessionaire's use of the Airport and operation/utilization of the Concession Premises and improvements thereon.
- m) Gross Revenues See Article Four below;
- n) **Owner** means an individual or Concessionaire that owns, leases, or otherwise has control over a Vehicle and uses Concessionaire's website, mobile application, or other platform to share the Owner's Vehicle with Airport Customers.
- o) **Peer-to-Peer Vehicle Sharing** or "**Sharing**" means the authorized use of a vehicle by an individual other than the vehicle's owner through a peer-to-peer vehicle sharing program;
- p) **Peer-to-Peer Vehicle Sharing Program** or "**Program**" means a business platform that connects vehicle Owners with drivers to enable the sharing of vehicles for financial consideration and operating in accordance with Oklahoma Statutes.
- q) **Reservation** means an online electronic reservation completed for an Airport Customer in Concessionaire's Peer-to-Peer Vehicle Sharing website, mobile application, or other platform that initiates a reservation for a Vehicle between an Owner and an Airport Customer where

- the Owner either drops off the Vehicle to the Airport Customer or picks up the Airport Customer on the Airport.
- r) **Services** means Concessionaire's providing Peer-to-peer vehicle sharing under a Program and only at the locations which are identified as the Permitted Area as designated by the CEO for such use;
- s) **Term** means the period of time that this Agreement shall be in effect, as set forth in Section 2.1 Term of Agreement.
- t) **TSA** means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.
- u) **Vehicle** means a motor vehicle with a maximum height of eight (8) feet including, but not limited to, cars, vans, minivans, SUVs, trucks, pickup trucks, auto-cycles, or motorcycles, that an Owner shares with an Airport Customer through a Reservation.

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

- a) The singular includes the plural and vice versa;
- b) The words "and" and "or" are both conjunctive and disjunctive;
- c) The words "all" and "any" mean "any and all";
- d) The word "including" means "including without limitation";
- e) Reference to any exhibits means exhibits attached to this Agreement which shall be deemed incorporated by reference; and
- f) Reference to articles or sections respectively means articles or sections of this Agreement.
- g) The words "must" or "will" or "shall" in this Agreement indicate mandatory requirements.

Article Two - Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for One year commencing on September 1, 2024, and terminating on August 31, 2025, unless otherwise terminated or canceled. Provided, as of the effective date of termination or cancellation of this Agreement, all obligations which have been incurred by Concessionaire, or with respect to which Concessionaire shall be in default, shall survive such termination or cancellation.

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

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

Article Three - Compensation to TAIT

Section 3.1 Compensation. In consideration of the rights and privileges granted under this Agreement and subject to the terms, conditions and provisions hereof, Concessionaire agrees to pay to

TAIT, ten percent (10%) of the Gross Revenues as defined in Article Four herein ("Airport Fee"). The Airport Fee shall not be subject to any set-off or other deduction except as specifically set forth herein.

Section 3.2 Designated Areas, Parking Spaces and Parking Space Fees; Parking Locations Prohibited.

Concessionaire and/or Owners using the parking spaces are required to enter the Designated Areas by pulling a parking ticket at any parking entrance with a ticket kiosk and park in any empty space in the Designated Area, except as prohibited below. The Owner or the Airport Customer utilizing Concessionaire's services at the Airport is required to pay the full price of parking calculated by the parking ticket at the exit tollbooth, prior to leaving the Airport.

Concessionaire and/or Ownersare prohibited from utilizing any parking space on the second level of the parking garage or parking in any space which has been reserved by a commercial entity as the same is designated by signing as reserved parking.

Concessionaire and/or Owners are further prohibited from conducting any business whatsoever at the Airport outside of the Designated Area. Concessionaire and/or Owners are prohibited from conducting any business whatsoever on any departure or arrival road at the Airport, or in any cell phone lot, vacant lot, cargo building, or business parking lot or area of the Airport.

Concessionaire and/or Owners may use Valet Parking, if available, at the rates published in the Airport's Schedule of Rates, Fees, and Charges.

Section 3.3 Place of Payments. All sums payable by Concessionaire hereunder shall be delivered to:

Tulsa Airports Improvement Trust Department 598 Tulsa, Oklahoma 74182

Section 3.4 Compensation Period. The Airport Fee shall be paid on a monthly basis by the twentieth (20th) day of the month following the end of each month. However, upon mutual consent, Airport and Concessionaire may modify compensation periods to reflect a different interval; provided, such modifications must be agreed to in a written communication which discloses how the parties will address the initial and final portions of the term that do not constitute full months.

Section 3.5 Monthly Gross Revenues Report. Within twenty (20) days after the end of each month, Concessionaire shall furnish to TAIT for said month a detailed statement itemizing total Gross Revenue for the preceding month. The Form of the Monthly Report is attached hereto as Exhibit A. The Concessionaire shall, with each such monthly statement, remit to TAIT the Airport Fee described in Section 3.1. Concessionaire, at its own expense, shall provide reports of a type, style and form reasonably satisfactory to TAIT.

Section 3.6. Monthly Reservations Report. In addition to Monthly Gross Revenues Report, Concessionaire must provide monthly reservations Information, a sample of which is attached hereto made a part hereof as Exhibit B. The monthly sales detail presented in Exhibit B must agree with the total amounts reported in Exhibit A.

Section 3.7 Maintenance, Inspection and Audit of Books and Records.

- a. Concessionaire shall maintain in accordance with generally accepted accounting practices and principles during each year of the Term hereof, and for three (3) years thereafter, records and books of account recording all transactions at, through, or in any way reasonably connected with Concessionaire's activities conducted pursuant to this Agreement. Such records and books of account shall be kept at all times within the City or at Concessionaire's corporate headquarters. No more than one (1) time per year during the Term, and upon seven (7) business days' prior written notice to Concessionaire, Concessionaire shall permit the examination and audit of such records and books of Concessionaire directly related to the Services hereunder, during ordinary business hours, by the officers, employees, and representatives of TAIT. If such books and records shall not be located within the City, upon written notice by TAIT, Concessionaire shall, within ten (10) business days, make the same available at TAIT's offices; provided, however, if said books and records are not or cannot be made available in the City, then in that event, Concessionaire shall reimburse TAIT for the reasonable travel costs of TAIT's auditor (which costs shall be reasonably substantiated by TAIT) to audit and review the books, records and accounts at Concessionaire's corporate headquarters; provided however, such audit and review shall be conducted in a manner as not to unreasonably interfere with Concessionaire's normal business activities.
- b. Subject to Section 3.4(a), audits of Concessionaire's books, records and accounts may be undertaken by TAIT or representatives of TAIT, or by a firm of Certified Public Accountants representing TAIT. In the event such audit shall reveal a discrepancy of more than five percent (5%) between the annual Airport Fees paid during each year of the Term as provided in Section 3.1 hereof, and the annual Airport Fees as determined to be due and owing for such period by the audit authorized by this Section, the reasonable cost of the audit shall be borne by Concessionaire, and Concessionaire shall promptly, within thirty (30) days of notice of such discrepancy, pay the amount of the discrepancy owing to TAIT in addition to interest at the rate of eighteen percent (18%) per annum on the amount so determined to be due and owing from the date the same should have been paid to the date actually paid.

Section 3.8 Annual Statement. No later than one hundred twenty (120) days after the end of Concessionaire's fiscal year, and each succeeding fiscal year or portion thereof during the Term or extended Term of the Agreement, Concessionaire shall furnish to TAIT the written statement of Concessionaire's Chief Financial Officer or an executive officer of Concessionaire having responsibility for the concession authorized by this Agreement stating that the Airport Fee paid by the Concessionaire to TAIT pursuant to this Agreement during Concessionaire's fiscal year is accurate. Such statement shall be without any personal liability and shall also state the Gross Revenues as shown on the books and records of Concessionaire that was used to compute the Airport Fee made to TAIT during the fiscal year(s) covered by the written statement.

Section 3.9 Delinquencies. Without waiving any other right or action or remedy available to TAIT at law or equity, in the event that Concessionaire is delinquent for a period of thirty (30) days or more in paying to TAIT any Airport Fees payable to TAIT pursuant to this Agreement, the Concessionaire shall pay to TAIT interest thereon at the rate of eighteen percent (18%) per annum from the date such amount was due and payable until paid. Such interest may accrue with respect to disputed amounts being contested in good faith by Concessionaire until final determination as to the proper status of the disputed amount.

Section 3.10 Fees and Other Payments a Separate Covenant. Concessionaire will not withhold or reduce its required payments of fees and other charges provided in this Agreement. It is expressly understood and agreed by TAIT and Concessionaire that the payment of fees and other charges is a covenant by Concessionaire that is independent of the other covenants of the Parties hereunder.

Article Four: Gross Revenues

Section 4.1 Definition of Gross Revenues. As used herein, the term "Gross Revenues" will mean the total amount actually charged by Concessionaire to its Airport Customers in connection with its Peerto-Peer Vehicle Sharing Concession, and any additional services or accessories contracted, delivered, or rented, as shown in the Reservation, regardless of where, how (cash, credit, or barter) or by whom the payment is made or where the Vehicle is returned.

Section 4.2 Revenues to be included in Gross Revenues. Revenues derived from sources similar but not identical to those described herein will also be included in Gross Revenues unless expressly excluded by this Agreement.

A. Amounts to be Included in Gross Revenues

Gross Revenues will include, but are not limited to, the following charges or fees for Peer-to-Peer Vehicle Sharing Concession: insurance (protection), pre-paid mileage overages, additional bookings (hours or days), pick up or delivery, prepaid cleaning, prepaid fuel (examples: EV fees, pre-paid fueling), young driver, pets, administrative, commercial hosting, extras (examples: camping tent, child car safety seat, travel accessories or conveniences, global positioning system navigation devices, guaranteed reservations), any amount charged by Owner or Concessionaire as an Airport pass-through fee to Airport Customers, service charges, and all other transactions and charges of any nature, including fees, surcharges, and all other charges arising from Concessionaire's Peer-to-Peer Vehicle Sharing Concession under this Agreement unless expressly excluded by this Agreement.

B. Amounts to be Excluded and Restrictions on Exclusion

The term "Gross Revenues" will not include:

- 1. The amounts of any federal, state, or municipal sales taxes separately stated in the Reservation, collected from Airport Customers and that are payable directly to TAIT by Concessionaire.
- 2. Any sums received by Concessionaire from Airport Customers or insurance carriers for claims or damage to Vehicles or to Concessionaire property, or for loss, conversion, or abandonment of such Vehicles. This exclusion does not include any payments by Airport Customers (actual payment amount(s)-not claim amount(s)) received by Concessionaire in lieu of rent for those Vehicles.
- 3. Any amounts received from Airport Customers or Owners as payment or reimbursement for any red-light tickets, parking tickets, tolls, tows, impound fees, or other fines.
- 4. Any sums received by reason of Concessionaire's disposal of capital assets or trade fixtures.

- 5. Any discounts separately stated in the Reservation that are granted at the time the Peer-to-Peer Vehicle Sharing transaction commences with an Airport Customer and which are recorded and reported in separately documented accounts from non-excludable discounts. Concessionaire forfeits exclusion of all discounts in the event otherwise allowable discounts are commingled with any non-excludable amounts. No exclusion will be allowed for any amount retained by a third party as a financing discount which may apply by reason of Concessionaire's acceptance of credit cards or other credit arrangements. No exclusion will be allowed for the portion of retroactive rebates, dividends or refunds to any Airport Customer upon attainment of a specified volume of transactions attributable to revenue or as part of any other marketing plan that does not list the discount in the Reservation at the commencement of the Peer-to-Peer Vehicle Sharing transaction with an Airport Customer.
- 6. Airport Customer satisfaction program adjustments applicable to revenues included in Gross Revenues that are subsequently refunded by Concessionaire and recorded and reported in a separately documented account from non-excludable adjustments. Concessionaire forfeits exclusion of all Airport Customer satisfaction program adjustments in the event otherwise allowable adjustments are commingled with any non-excludable amounts. Non-excludable adjustments are those that affect amounts already excludable from Gross Revenues since this would result in a duplicate deduction from Gross Revenues.
- 7. Any post-trip amounts received by Concessionaire from Airport Customers which are fully passed through to Owners without any mark-up or profit to Permittee, such as post-trip fuel replacement, cancellation fees, smoking fees, and post-trip cleaning fees.

C. Losses

It is understood and agreed that all losses or charge-backs (including bad debt expenses) are to be borne solely by Concessionaire, and TAIT is to be paid on Gross Revenues without charge or reduction for costs of such losses or charge-backs. Loss of Use payments by Airport Customers or insurance companies (actual payment amount(s)) received by Concessionaire in lieu of Peer-to-Peer Vehicle Sharing are considered to be included as Gross Revenues.

D. Presentation of Fees and Charges

Except as provided in the definition of Gross Revenues, all other fees or charges collected from the Airport Customer will be considered Gross Revenues and shall not be withheld from the percentage calculation. Concessionaire understands TAIT does not support the practice of transferring Concessionaire's obligation for payment of the Privilege Fee due herein to its Airport Customers but TAIT will not object to or limit any such practice. Except as already referenced herein, Concessionaire agrees that if such additional charges or fees are collected from the Airport Customer for the purpose of collecting the Privilege Fee due herein, such fees will be disclosed to the Airport Customer at the time the Reservation is made, and will be included in the calculation of Gross Revenues.

E. Rates and Fees Transparency

As part of an Airport Customer's Reservation, Concessionaire must disclose to Airport Customer(s) the total rates and fees or rates and fees calculation method on its website or within the online-enabled technology application platform before the Airport Customer accepts the Reservation.

4.2 Diversion of Gross Revenues. Concessionaire will not intentionally divert, through direct or indirect means, any of Concessionaire's Peer-to-Peer Vehicle Sharing business with Airport Customers to locations of Concessionaire or affiliates of Concessionaire without including the Gross Revenues of such transactions, as described in the definition of Gross Revenues, in Concessionaire's reported Gross Revenues. Any such intentional diversion of Gross Revenues will constitute a breach of this Agreement and TAIT will have the right to immediately terminate this Agreement upon determination by TAIT or its auditors that an intentional diversion exists or has occurred.

Article Five - Permit; Performance; Use

Section 5.1 Permit. TAIT hereby grants to Concessionaire, and Concessionaire hereby accepts from TAIT for the Term of this Agreement, subject to the terms, provisions and conditions herein set forth, a non-exclusive permit to provide Peer-to-peer vehicle sharing in the Designated Area, identified in Exhibit "C."

Section 5.2 Permit Contingent Upon Payment. The grant by TAIT of the rights, licenses, use of facilities, services and privileges to Concessionaire under this Agreement shall, in each case be subject to the payment of the fees and charges required to be paid by Concessionaire hereunder.

Section 5.3 Operating Costs. Except as otherwise specifically provided in this Agreement, Concessionaire shall pay all expenses associated with the planning, implementation and ongoing costs and expenses of the Program provided for in this Agreement.

Section 5.4 Use of Airport. Concessionaire and TAIT may use the Designated Areas only for the uses specified in this Agreement (collectively, "Permitted Uses") and for no other purpose, and Concessionaire will not conduct any activity or operations at the Airport not expressly authorized by this Agreement unless otherwise approved in writing by TAIT.

Concessionaire's use of the Airport Facility in common with others shall be subject to rules and regulations existing or as may be established hereafter by TAIT, the City, or the FAA for use of the Airport. Further:

- a. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of Non-Discrimination Acts And Authorities.
- b. In the event of breach of any of the above nondiscrimination covenants, TAIT will have the right to terminate the Agreement and revoke the Permitted Uses, and license as if said (license, permit, etc., as appropriate) had never been made or issued.

Section 5.5 Owner Vehicle Use. Concessionaire agrees that it will at all times require that Owners comply with all TAIT rules and regulations, policies, standard procedures, and operating directives.

Owners may only offer for use the Vehicles defined in Article One above, unless approved in writing by the TAIT prior to a Reservation.

Section 5.6 Vehicle Condition. Vehicles will be clean and neat in appearance, and safe for operation. Concessionaire agrees that it will require Owners to comply with Oklahoma motor vehicle laws and statutes, by Concessionaire policy.

Section 5.7 Vehicle Inspection. Vehicles operating under this Agreement may be subject at any time to inspection by TAIT staff or law enforcement officers as to passenger access, registration, Owner's license, license tag, insurance, and other matters pertaining to the legal, efficient and safe operation of the Owner and Vehicle at the Airport.

Section 5.8 Identification of Vehicle. Vehicles will not be painted or display signage that is meant to advertise or solicit business on the Airport.

Section 5.9 Disputes and Solicitation. Concessionaire and Owners will operate on the Airport in a safe and orderly fashion. Other than picking up or dropping-off Vehicles, Owners shall not solicit business while on Airport property in any way or fashion whatsoever. Owners also shall not engage in open or public disputes or conflicts that are incompatible with the best interests of the public at the Airport. Should TAIT be made aware of Owners violating either of these prohibitions, or any other prohibition set forth in this Agreement, TAIT will notify Concessionaire of the same and will expect Concessionaire to take any and all appropriate actions against the subject Owner(s). Concessionaire shall at all times be responsible for taking action against subject Owner(s) by the end of the business day following notice being provided by TAIT, irrespective of whether the Owner is an employee, independent contractor, licensee, subcontractor, or sublessee, or has any arrangement whereby the Owner is authorized by Concessionaire to share its Vehicle(s) via Concessionaire's Reservation platform on Airport property. TAIT will have the absolute right to resolve all such disputes or conflicts, and its determination concerning the manner in which Concessionaire will operate at the Airport will be binding upon Concessionaire.

Section 5.10 Non-Exclusive Agreement. It is understood that this Agreement, and any right or privilege granted herein, is nonexclusive and in no way establishes or vests in Concessionaire any priority use of the Airport relative to other commercial ground transportation users of the Airport.

Section 5.11 Agreement Limitations. This Agreement authorizes Concessionaire to operate a Peer-to-Peer Vehicle Sharing Concession that allows Owners to deliver Vehicles to Airport Customers on Airport property. Concessionaire will not operate an office or conduct any other kind of business on the Airport without written approval of TAIT.

Section 5.12 Designated Area. TAIT grants to Concessionaire the right to allow Owners to use the Designated Areas to pick up or drop off Vehicles or Airport Customers, pursuant to Section 3.2 above. Any revisions to the Designated Area will be made by letter from TAIT Chief Financial Officer to Concessionaire without the need for formal amendment to this Agreement.

Section 5.13 Rights of Ingress and Egress. So long as Owners are doing the business contemplated under this Concession Agreement at the Airport, Owners will have the non-exclusive rights of ingress and egress across Airport property to conduct their permitted operations hereunder, subject to the restrictions and conditions stated in Section 5.4 above, and further provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport by TAIT or the use of the Airport by its tenants, passengers or employees; (b) shall use the Designated Areas to pickup

and drop-off Owner Vehicle or Airport Customer, and other areas that may be designated by TAIT from time to time; and (c) may be temporarily suspended by TAIT in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

Nothing in this Agreement shall act as a permit or a license to park at the airport in the Designated Area for the Owner's private or personal use.

Section 5.14 Changes to Airport. Concessionaire acknowledges and agrees that:

- (a) TAIT will have the right, at all times, to change, alter and expand the Airport, including the terminals, roadways and Designated Area; and
- (b) TAIT has made no representations, warranties and/or covenants to Concessionaire regarding the design, construction, passenger or automobile traffic, or views of the Airport.

Without limiting the generality of the foregoing, Concessionaire acknowledges and agrees that:

- (a) the Airport may from time to time undergo renovation, construction and other Airport modifications; and
- (d) TAIT may from time to time adopt rules and regulations, policies, standard procedures, and operating directives relating to security or other operational matters that may affect Concessionaire's business.
- **5.15 As-Is Condition**. Concessionaire accepts the Designated Areas and the Airport in their present condition and "as is" without representation or warranty of any kind, and subject to all applicable laws, ordinances, and TAIT Rules and Regulations, Policies, Standard Procedures, and Operating Directives.
- **5.16 Prohibited Activities**. Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Owners in connection with the Peer-to-Peer Vehicle Sharing Concession:
 - A. Any method used to circumvent Concessionaire's website, mobile application, or other platform;
 - B. Allowing operation of an Owner's Vehicle on Airport roadways by an unauthorized person;
 - C. Transporting an Airport Customer(s) in an unauthorized Vehicle;
 - D. Picking up or dropping-off Vehicle(s) or Airport Customer(s), or their baggage, at any location other than the Designated Areas;
 - E. Failing to provide information, or providing false information, to police officers or TAIT officials;
 - F. Displaying to a police officer or TAIT official a Reservation in an altered or fictitious form;
 - G. Soliciting Airport Customer(s) on Airport property;
 - H. Recirculating on the road in front of the Main Terminal or other non-Designated Areas of the Airport;
 - I. Failing to operate a Vehicle in a safe manner;
 - J. Failing to comply with posted speed limits and traffic control signs;
 - K. Using profane or vulgar language;
 - L. Attempting to solicit payment in excess of that authorized by law;
 - M. Soliciting for or on behalf of any hotel, club, nightclub, or other business;

- N. Soliciting any activity prohibited by applicable laws, rules, or regulations;
- O. Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;
- P. Disconnecting any pollution control equipment;
- Q. Using or possessing any alcoholic beverage, illegal drug, or narcotic while on Airport property;
- R. Operating a Vehicle without proper registration or at any time during which Concessionaire's privilege to operate on the Airport is suspended or revoked; and
- S. Engaging in any criminal activity.

In the event an Owner violates the terms of this Agreement, as determined by TAIT or Concessionaire, Concessionaire will take the following actions:

- i. 1st Offense Verbal warning to Owner
- ii. 2nd Offense Concessionaire will give written warning to Shared Vehicle Owner requiring the Shared Vehicle Owner to agree to full compliance of rules in writing, and Concessionaire will be subject to a liquidated damages in the amount of \$100.
- iii. 3rd Offense Shared Vehicle Owner will be restricted from delivering Shared Vehicles to the Airport, and Concessionaire will be subject to liquidated damages in the amount of \$250.00.

Article Six - Compliance

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

Section 6.2 Governmental Requirements – General.

- a. Concessionaire shall comply with all Governmental Requirements applicable to Concessionaire's use of the Airport and operation/utilization of the Designated Areas and improvements thereon. Without limiting the generality of the foregoing, Concessionaire at all times shall use the Airport in strict accordance with all rules, regulations and security plans that may be imposed by the FAA, TSA, TAIT, or the Authority with respect to the Airport and the aircraft operations thereof;
- b. Concessionaire shall procure, maintain and require all of its subsidiaries or assignees to procure and maintain during the Term hereof, from all governmental authorities having jurisdiction over the operation of the Concessionaire hereunder, all licenses, franchises, certificates, permits or other authorizations which may be necessary for all performance of this Agreement on the Airport;

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

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

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

Section 6.5 Nondiscrimination.

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

- 1. <u>Compliance with Regulations</u>: The Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 2. <u>Non-discrimination</u>: The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>: In all solicitations, either by competitive bidding, or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's

obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4. <u>Information and Reports</u>: The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of a Concessionaire's noncompliance with the Non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- 6. <u>Incorporation of Provisions</u>. The Concessionaire will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.
- 7. <u>General Civil Rights</u>. The Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the lessor.

This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- 8. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Concession Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose

involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) listed below, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. In the event of breach of any of the above Nondiscrimination covenants, TAIT will have the right to terminate the Concession Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Sublease had never been made or issued.
- C. With respect to any deed, in the event of breach of any of the above nondiscrimination covenants, TAIT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the TAIT and its assigns.
- 9. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - A. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
 - B. That in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
 - C. That the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
 - D. In the event of breach of any of the above nondiscrimination covenants, TAIT will have the right to terminate the Concession Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Concession Agreement had never been made or issued.
 - E. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, TAIT will thereupon revert to and vest in and become the absolute property of TAIT and its assigns.
- 10. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

Section 6.7 Americans with Disabilities Act. Concessionaire shall take all necessary actions to ensure its facilities and employment practices are in compliance (and remain in compliance) with the requirements of Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38. Any costs of such compliance shall be the sole responsibility of Concessionaire.

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

Article Seven - Insurance and Indemnity

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

Section 7.2. Insurance. In addition to the all of the insurance required for Peer to Peer vehicles by Oklahoma statute to operate the Peer to Peer business in Oklahoma, Concessionaire must

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

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

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

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

Article Eight - Events of Default

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

- a. Concessionaire fails to pay when due and owing any fees or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by TAIT;
- b. Concessionaire (1) mortgages, pledges or encumbers, any portion of its interest in this Agreement; (2) subject the Designated Areas to any lien of whatsoever nature, or (3) transfer, sublease

or assign, either voluntarily or by operation of law, any portion of its interest in this Agreement, except in accordance with the provisions hereof;

- c. Concessionaire shall terminate its corporate structure, except as permitted herein;
- d. Concessionaire shall file a petition requesting relief or institute a proceeding under any act, state or federal, relating to the subject of bankruptcy or insolvency; or an involuntary petition in bankruptcy or any other similar proceeding shall be instituted against Concessionaire and continued for ninety (90) days; or a receiver of all or substantially all of the property of Concessionaire shall be appointed and the receiver shall not be dismissed for thirty (30) days; or the Concessionaire shall make any assignment for the benefit of the Concessionaire's creditors;
 - e. Concessionaire shall abandon, desert, or vacate the Designated Areas voluntarily;
- f. Concessionaire shall breach any term, provision, condition, obligation or covenant under this or any other agreement to which Concessionaire and TAIT, Concessionaire and the Authority, or Concessionaire and City are parties; or
- g. Concessionaire shall fail to comply with insurance requirements imposed in Section 7.2 hereof.

If Concessionaire commits an event of default as set forth in Subsections 8.1(b) through (g) hereof, and such failure shall continue unremedied for thirty (30) days after TAIT shall have given to the Concessionaire written notice specifying such default; then TAIT may proceed without further notice in accordance with Section 8.1(a) through (d) of this Agreement. Provided, TAIT may grant Concessionaire (in writing) such additional time as reasonably is required to correct any such default if Concessionaire has instituted corrective action and is diligently pursuing the same.

Section 8.2 Remedies upon Concessionaire's Default and Failure to Cure. Whenever an event of default of Concessionaire shall occur, and upon Concessionaire's failure to cure, TAIT may pursue any available right or remedy at law or equity, including:

- a. **Termination**. TAIT may terminate this Agreement without delivery of notice to Concessionaire. In the alternative, and at its exclusive option, TAIT may deliver to Concessionaire written notice of termination, specifying the date upon which the Agreement will terminate. In the event of termination, Concessionaire's rights, licenses and privileges granted pursuant to this Agreement and to possession of the Designated Areas immediately shall cease. TAIT may then reenter and take possession of the Designated Areas and Concessionaire forthwith shall surrender possession of the Designated Areas. Upon termination of this Agreement, Concessionaire shall be liable for payment of all sums accrued through the date of termination.
- b. **Release of Liability; Waiver**. If TAIT takes possession of the Designated Areas upon Concessionaire's default, TAIT may expel Concessionaire and those claiming through or under Concessionaire and remove their property. TAIT may remove all Concessionaire's property in or upon the Designated Areas and place such property in storage for the account of and at the sole expense of Concessionaire.

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

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

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

Article Nine - Transfer of Interests

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

Article Ten - Notice

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

- (a) **Form of Notice**. All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.
 - (b) Method of Notice. All notices shall be given:
 - i. by delivery in person; or
 - ii. by a nationally recognized next day courier service; or
 - iii. by first class, registered or certified mail, postage prepaid; or
 - v. by electronic mail,

to the address of the party specified below:

if to TAIT or the Authority:

Tulsa Airports Improvement Trust Turo Inc.,

Attention: Airports CEO Attn: Ethan Dunkle

7777 Airport Drive, Suite A217

Tulsa, Oklahoma 74115

notice@tulsaairports.com

111 Sutter Street, 12th Floor
San Francisco, CA 94104
edunkle@turo.com

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

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

Article Eleven - Additional Provisions

Section 11.2 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

Section 11.3 Entire Agreement; Modification. This Agreement expresses the entire understanding of TAIT and Concessionaire concerning the Designated Areas and all agreements of TAIT and Concessionaire with each other concerning the subject matter hereof. Neither TAIT nor Concessionaire has made or shall be bound by any agreement or any representation to the other concerning the Designated Areas or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by TAIT and Concessionaire.

Section 11.4 Execution of Counterparts/Electronic Signatures. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Section 11.5 Effect of Saturdays, Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 11.6 Descriptive Headings; Table of Contents. The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 11.7 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

Section 11.8 Force Majeure. Neither TAIT nor Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Concessionaire to pay the fees and other charges required hereunder.

Section 11.9 Construction of Agreement. This Agreement and each term, provision and covenant hereof shall constitute both a contract and a license by and between the parties hereto.

Section 11.10 Consent Not Unreasonably Withheld. Whenever it is provided herein that the consent of TAIT, the Authority, the City or Concessionaire is required, such consent shall not be unreasonably withheld, conditioned or delayed.

Section 11.11 Recovery of Attorney's Fees and Costs. If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fee and costs incurred in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 11.12 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon TAIT, its successors and assigns, Concessionaire and their respective heirs, personal representatives and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

Section 11.13 Agent of Service of Process. If the Concessionaire is a foreign corporation with principal place of business outside the State of Oklahoma, then in such event the Concessionaire does designate its registered service agent as its agent for the purposes of service of process in any court action between it and TAIT arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Oklahoma by serving the Concessionaire's registered service agent.

Section 11.14 Right to Develop Facility. The parties hereto further covenant and agree that TAIT reserves the right to engage in further development and improvement to the Airport Facility as it may see fit, regardless of the desires or view of the Concessionaire and without interference or hindrance.

Section 11.15 Nonliability of Officers and Employees. No trustee, member, director or officer of TAIT or City or its constituting authority, nor employees of the Airport or its constituting authority, and no

member, manager, officer, director, employee or agent of Concessionaire, shall be charged personally or held personally contractually liable by or to the other due to any breach of this Agreement or relating to the execution of this Agreement.

Section 11.16 Right to Amend. In the event that the FAA, the TSA or the successors of either require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Provided, however, Concessionaire may terminate this Agreement if such event substantially restricts the Concessionaire from performing any of the Services for a period of thirty (30) days or more.

Section 11.17 Time of Essence. Time is expressed to be of the essence of this Agreement.

Section 11.18 Good Faith. The terms of this Agreement are for the mutual benefit of both parties. The parties agree that there is an obligation and implied duty of reasonable diligence and good faith imposed on both parties to make reasonable efforts to fulfill the terms, conditions and covenants imposed by this Agreement.

Section 11.19 Federal Provisions. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between TAIT and/or the City of Tulsa and the United States, the execution of which have been or may be required as a condition precedent to the transfer of federal rights or property to the City or TAIT for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport.

Section 11.20 Agreement Subordinate to Bond Indenture. This Agreement and all rights of the Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by TAIT or the City of Tulsa to secure any bonds authorized by law to be issued for the development of City-owned property, and TAIT and Concessionaire agree that the holders of said Bonds shall possess, enjoy and may exercise all rights of TAIT hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and TAIT with the terms and provisions of the bond covenants.

[Signatures on following page]

Signatures

IN WITNESS WHEREOF, TAIT and Concessionaire have entered into this Agreement at Tulsa, Oklahoma, on the 11th day of July, 2024 to be effective September 1, 2024.

TULSA AIRPORTS IMPROVEMENT TRUST

	Ву:		
Alexis Higgins, AAE Airports CEO	Z JLSZ	Chair	
		TURO INC. DocuSigned by:	
	Ву:	B704FE0F5B66425	
	Title:	President	

Doc id: 0002763

Version Date: 08/10/2022

EXHIBIT A - MONTHLY GROSS REVENUES REPORT

Company Name:		
Monthly Reporting for the Month of:		

Charges	Descriptions	Amo	unt	Extended
Vehicle Use Sharing Charge		\$	-	
Additional Time or Mileage		\$	-	
Insurance		\$	-	
Late/Cancellation Charge		\$	-	
Delivery / Pick up Charge		\$	-	
Administrative or Other Incidentals		\$	-	
Under 25 or Additional Driver				
Fuel		\$	-	
Extras or Other Revenues (describe)		\$	-	
Extras or Other Revenues (describe)		\$	-	
Extras or Other Revenues (describe)		\$	-	
Extras or Other Revenues (describe)		\$	-	
Sales Taxes		\$		
Total Revenues				\$
Deductions:				
Less Exclusions per Agreement		\$		
Taxes				
Insurance Damage Claim Payments		\$	-	
Fines and Penalties		\$	-	
Disposal of Assets		\$	-	
Discounts Customer satisfaction program adjustments				
Total Deductions				\$
Gross Revenues Subject to Airport Fee				\$
Airport Fee%				\$
Number of Vehicle Sharing Uses				
Number of Vehicle Sharing Use Days				
Average Vehicle Sharing Use Rate				
Total Due with this Report:				
parking spaces	\$			
Airport Fee:%	\$			
TOTAL DUE	\$			

I hereby certify that the above amounts are true, correct, and completely in accord with the definition of Gross Receipts, to the best of my knowledge, and that I am a responsible accounting officer of ______ (Company).

Company Official	_	
Printed Name of Company Official	_	
Date	_	

EXHIBIT B - MONTHLY RESRVATIONS REPORT

(Sample)

Date Out	Date In	Auto Reg.	Reservation ID	Sharing charge	Time/ Mileage	Insurance	Late/Cancel	Delivery Pickup	<25 or Additional	Fuel	Extra	Tax	Number of Days

