

STATE OF ALASKA
FAIRBANKS INTERNATIONAL AIRPORT
FAIRBANKS, ALASKA

INVITATION TO BID
AUTOMATED TELLER MACHINE TERMINAL LEASE
AGREEMENT ADA-90967

MARCH 6, 2024

FAIRBANKS INTERNATIONAL AIRPORT
AUTOMATED TELLER MACHINE TERMINAL LEASE ADA-90967
INVITATION TO BID

TABLE OF CONTENTS

Notice Inviting Bids.....	1
Terms of Invitation.....	3
Instructions to Bidders (Blue Pages)	11
Bid Submittal Form (Blue Pages).....	15
Bidder's Affidavit (Blue Pages).....	19
Bidder's Questionnaire (Blue Pages).....	23
Sample Terminal Lease ADA-90967..... Pages 1 through 32	
Exhibit A, Sheet 1 of 2 and Sheet 2 of 2, Dated March 2024	
Exhibit B, Sheet 1 of 1, Dated July 1, 2023	
Supplemental Information (Yellow Pages)	
<ul style="list-style-type: none">• ATM Gross Revenue and Transaction Information for FY20-23• Passenger Enplanements and Deplanements monthly detail for Calendar Years 2021 through 2023	

Please check this proposal package immediately to ensure all listed documents are enclosed. The Airport Leasing Office will furnish copies of any missing document on request. However, the Fairbanks International Airport assumes no responsibility for any missing document.

Notice Inviting Bids

The State of Alaska, Department of Transportation & Public Facilities, Fairbanks International Airport (State) is inviting bids for certain rights to operate and maintain an Automated Teller Machine Terminal Lease in the passenger terminal building at Fairbanks International Airport. The Terminal Lease will be awarded to the responsive and responsible bidder who offers the highest (Cash Bid) dollar amount in a single upfront payment to the Airport. The limited nature of these rights is outlined in the Sample Terminal Lease included with the Invitation to Bid package. To obtain a copy of the Invitation to Bid documents, please contact Kim Swenson at 907-474-2525, email address: kim.swenson@alaska.gov, or Christel Burgess at 907-474-2549, email address: christel.burgess@alaska.gov, FAX: 907-474-2513, or send written requests to Fairbanks International Airport Leasing Office, 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709.

The State encourages all interested parties, including disadvantaged business enterprises, to submit bids for this Terminal Lease ADA-90967. The State will not exclude any proposer on the grounds of race, color, religion, national origin, sex, or disability. Persons with a disability who need special accommodations concerning this Terminal Lease offering should contact Kim Swenson, Leasing Specialist II, in the Airport Leasing Office at the address above. The text telephone (TDD) number is 1-800-770-TYPE.

The Airport Manager may amend details regarding the Invitation to Bid, the Sample Terminal Lease, or the date, time, or place of any pre-bid conference or for bid submission by notice to all persons who have requested a copy of the Invitation to Bid and without further publication. All potentially interested persons are encouraged to request a copy of the Invitation to Bid and thereby become registered to receive a copy of any addenda that the State may issue regarding this solicitation.

Questions, comments, or objections regarding the Invitation to Bid documents must be submitted in writing to the address above, Attn: Kim Swenson or Christel Burgess, by **4:00 p.m. Alaska Time on Wednesday, April 17, 2024.**

An optional pre-bid conference will be held at **2:00 p.m. Alaska Time on Wednesday, April, 10, 2024**, in the Administrative Office's Tanana Conference Room at Fairbanks International Airport. Persons wishing to attend telephonically must notify Kim Swenson or Christel Burgess, by fax, phone, or e-mail no later than **5:00 p.m. Alaska Time, on Monday, April 8, 2024.**

Bidders must demonstrate operation of at least four (4) ATMs for at least three (3) years within the past five (5) years, have participated in a nationally recognized debit/check card acceptance system (such as Cirrus, Plus, etc.), and all ATMs must accept Mastercard and Visa. Current total passenger/guests at FAI are approximately one million per year.

FAI reserves the right to reject any or all bids, to advertise for new bids, or to award the Terminal Lease privilege in any manner that it believes is in the best interest of the public and FAI. FAI will not be responsible for any cost associated with the preparation or submission of bids.

Each proposer must submit a complete bid on State-furnished forms as described in the Invitation to Bid. All bids must be received no later than **2:00 p.m. Alaska Time, Wednesday, May 1, 2024**, and will be opened in the Tanana Conference Room at Fairbanks International Airport at the address stated above. No late bids will be accepted.

DATE: 3-5-24

BY: Christel Burgess
Christel Burgess, Chief of Leasing
Fairbanks International Airport

FAIRBANKS INTERNATIONAL AIRPORT

AUTOMATIC TELLER MACHINE TERMINAL LEASE

AGREEMENT ADA-90967

TERMS OF INVITATION

The **State Of Alaska, Department of Transportation & Public Facilities, Fairbanks International Airport**, (State) invites bids for certain rights to operate an Automatic Teller Machine Terminal Lease within State-designated facilities at the **Fairbanks International Airport**, (Airport). The Terminal Lease will be awarded to the responsive and responsible bidder who offers the highest (Cash Bid) dollar amount in a single upfront payment to the Airport. The limited nature of these rights is outlined in the Sample Terminal Lease (Lease) included with this Invitation to Bid (ITB) package.

The State encourages all interested parties, including disadvantaged business enterprises, to submit bids for Terminal Lease ADA-90967. The State shall not exclude any Bidder on the grounds of race, color, religion, national origin, or sex.

It is each Bidder's responsibility to examine carefully all documents that relate to this invitation and to determine all conditions that may affect its bid. A Bidder's lack of understanding due to failure to thoroughly examine these documents is not grounds for modification of, or relief from, any term or condition of this invitation based on a claim that the Bidder misunderstood that term or condition. Any and all comments or questions about, or objections to, the form of this invitation, the terms, format, structure, language, criteria or any other aspect of this ITB, including the Terms of Invitation, Instructions to Bidders, Bid Submittal Form, Bidder's Affidavit, Bidder's Questionnaire, Sample Terminal Lease, and Supplemental Information as modified or supplemented by addenda (together, the Invitation to Bid or ITB), must be submitted in writing to the Leasing Office at the address stated below on or before **4:00 p.m. Alaska Time, Wednesday, April 17, 2024**. Any such issue, including any issue of ambiguity, relating to or arising from either the ITB documents as originally issued or any addenda shall be deemed waived and not a proper basis for any protest or appeal unless it is presented in a written objection or comment received by the Leasing Office by that deadline. Any opportunity for comment on or objection to any matter contained in, raised by, or relating in any way to a subsequent addendum, must be received at the Leasing Office by the deadline specified for such comment or objection in the respective addendum.

An optional pre-bid conference shall be held on **Wednesday, April 10, 2024**, as further described in Section II of this ITB. The State may, but is not obligated to, consider comments received after any deadline, and shall do so only to the extent the State, in its sole discretion, deems such consideration practical and in the best interest of the State. Bidders are cautioned that the State may not deem the time sufficient to issue addenda

addressing comments received after any specified deadline. Any matter to which a potential Bidder has not filed a written objection with the Leasing Office before any applicable objection deadline shall be deemed waived by that person and not a proper basis for a protest or appeal.

Each Bidder must submit a complete bid on State-furnished forms as described in this document. The State must receive Bids at the Leasing Office, located in the Terminal at Fairbanks International Airport, Suite 1, by **2 p.m., Alaska Time, Wednesday, May 1, 2024**. The State shall return any bid received after this time. The Leasing Office mailing and physical address is 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709, telephone (907) 474-2525 or (907) 474-2549.

All information submitted with a bid becomes property of the State except as stated in this paragraph. Bids remain confidential until each bid is opened at the public bid opening. The State shall make reasonable efforts to protect the confidentiality of any proprietary, non-public financial and trade secret information to the extent the Bidder represents that information to be exempt from disclosure under the Alaska Public Records Act by submitting it in a separate sealed envelope, marked "Confidential Information," and enclosed within the sealed bid submission envelope. The Bidder must, in addition, support its request for confidential treatment of information by including in its Bid the following agreement:

"The Bidder agrees to indemnify and hold harmless the State, the Airport and its officers, employees and agents from any claims, liability or damages relating to their refusal to disclose information submitted by the Bidder as confidential, and to defend any action brought against the State or the Airport or its officers, employees or agents due to such refusal or to compel disclosure."

All information submitted by the successful Bidder shall remain property of the State. To the extent legally permissible, upon request by an unsuccessful Bidder, any "Confidential Information" properly identified by that Bidder under this paragraph and determined by the State to qualify for nondisclosure under the Alaska Public Records Act, shall be returned to the Bidder after the award of the Terminal Lease and the final and unappealable determination or other resolution of any and all protests relating to this invitation. It is understood, however, that the State shall have no liability in the event of disclosure of such information. Except as provided in this paragraph, all parts of each Bid become public information at the time the Bid is opened at the public bid opening. A Bidder may not withdraw its Bid after **2 p.m., Alaska Time, Wednesday, May 1, 2024**.

Persons with a disability who need special accommodation concerning this Terminal Lease invitation should contact Kim Swenson or Christel Burgess in the Leasing Office at the above address. The text telephone (TDD) number is (800) 770-8973.

I. OVERVIEW OF TERMINAL LEASE INVITATION

The successful Bidder shall enter into a contract granting certain rights to operate an Automatic Teller Machine (ATM) Terminal Lease at the Airport, as described in the Sample Terminal Lease (Lease) made a part of this ITB.

Some, but not all, provisions of the invitation are listed below. Please read the complete invitation, including all forms and exhibits, for details. The Sample Terminal Lease and its attached exhibits are fully incorporated as part of this invitation and control in the event of a conflict between this ITB and the Sample Terminal Lease.

The Terminal Lease will be awarded to the responsive and responsible bidder who offers the highest (Cash Bid) dollar amount in a single upfront payment to the Airport. The minimum acceptable Cash Bid is two thousand dollars (\$2,000.00).

A. TERMINAL LEASE TERM: Term beginning on June 1, 2024, and ending May 31, 2029.

B. RIGHTS GRANTED: The Lessee shall have certain rights and obligations to operate a specific number of Automatic Teller Machines in the upper and lower levels of the Terminal Building at the Airport. The nature of these rights is outlined in Article 3, Section 3.01 (Uses of the Airport) of the Sample Terminal Lease.

C. PREMISES: The Airport will award one ATM Terminal Lease. The Premises of Terminal Lease ADA-90967 will include four ATM locations as shown on Exhibit A, Sheet 1 of 2 and Sheet 2 of 2, Spaces T1104A, C1901A, TC2200B, and TC2400C, updated March 2024, of the Sample Terminal Lease ADA-90967.

D. REVENUES TO THE STATE: For the rights and privileges granted under the Terminal Lease, the Lessee shall pay the applicable monthly terminal rent rate established and modified from time-to-time under 17 AAC 42.125 for each square foot of the Premises during the term of the Terminal Lease. The current terminal rent is \$86.85 per square foot per year.

E. LIQUIDATED DAMAGES: The State may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day per occurrence for failure to comply with a notice issued by the State for an Automatic Teller Machine that is non-operational. Non-operational means unable to function due to technical/mechanical malfunction, lack of currency in the machine or failure of communication or network access. The tenant will have twenty-four (24) hours after receiving the Notice to Cure to remedy the problem. If further time is reasonably necessary, the Lessee may contact the State for an extension of time, which the State may grant in its sole reasonable discretion.

If the Lessee fails to cure the problem, the State may issue a forty-eight (48) hour notice to the Lessee to promptly remove the non-operational Automatic Teller Machine. The determination will be based on the ATM not operating over three consecutive days.

F. ADDITIONAL RESPONSIBILITIES OF PARTIES: As outlined in Article I, Section A. 2. (Reasonable Pricing), the Lessee will not charge a Transaction Fee over three dollars (\$3.00) per transaction without prior written approval from the State. For the purposes of the Lease, a transaction is defined as any activity between the Lessee and the ATM user whose access number is recognized. Completed transactions include, but are not limited to, balance inquiries, balance transfers, and withdrawals.

G. BIDDER QUALIFICATIONS: The State requires that the bidder meet these requirements:

1. Operate at least four (4) ATMs for at least three (3) years within the past five (5) years;
2. Participate in a nationally recognized debit/check card acceptance system (such as Cirrus, Plus, etc.);
3. ATMs must accept Mastercard and Visa.

H. CASH BID: The minimum acceptable Cash Bid is two thousand dollars (\$2,000.00), based on approximately 50% of gross revenue reported in the prior 12-month reporting period. The amount bid by the successful bidder is a one-time upfront payment to the Airport and is **not** applied toward rent. Payment must be in the form of a money order, certified check, cashier's check, or other irrevocable instrument acceptable to the Airport, drawn on a financial institution located in the United States of America and payable to the State of Alaska. Personal and business checks are not acceptable.

I. ALASKA BUSINESS PARTICIPATION: The State desires to provide the opportunity for Alaska businesses to participate in the Terminal Lease offered under this ITB. For the purposes of this invitation, an Alaskan business is one that holds a current Alaska Business License, has operated a business in Alaska for at least six (6) months prior to the deadline to submit bids, and is at least fifty-one percent (51%) owned by one or more Alaska residents. If the Bidder is an entity formed specifically for this invitation, a statement should be submitted to describe how the individual parties meet the requirements.

J. TERMINAL LEASE AWARD: If there is an award, the State shall award certain rights to operate an Automatic Teller Machine business at the Airport to the most responsible, responsive bidder that submits the highest cash bid.

II. PRE-BID CONFERENCE; DEADLINE FOR OBJECTIONS:

The State shall conduct an optional pre-bid conference at **2:00 p.m., Alaska Time, Wednesday, April 10, 2024**, in the Tanana Conference Room, in the Terminal Building at Fairbanks International Airport.

Airport personnel shall conduct the conference, provide a general overview of the Terminal Lease ITB, listen to suggestions and comments, and entertain questions. The State requests that Bidders submit written comments that relate to this invitation to the

Leasing Office by **4:00 p.m. Alaska Time, Friday, April 5, 2024**, so that staff may review them before the pre-bid conference.

The State will consider any suggestion, comment, or request for additional information concerning the bid documents presented at the pre-bid conference or submitted in writing to Kim Swenson or Christel Burgess, Leasing Office, at the address previously listed, by no later than **4:00 p.m., Alaska Time, Wednesday, April 17, 2024**. The State may, but is not obligated to, consider comments received after **4:00 p.m., Alaska Time, Wednesday, April 17, 2024**, and shall do so only to the extent the State, in its sole discretion, deems such consideration practical and in the best interest of the State. Bidders are cautioned that the State may not deem the time sufficient to issue addenda addressing comments received after **4:00 p.m., Alaska Time, Wednesday, April 17, 2024**. Any matter about which a potential Bidder has not filed a written objection before an applicable objection deadline shall be deemed waived by that person and not a proper basis for a protest or appeal. The Leasing Office facsimile number is (907) 474-2513.

III. COMPETITIVE INTEGRITY

The State seeks to maintain a fair and even competitive environment for all potential Bidders to protect the integrity of the bid process. Kim Swenson, Leasing Specialist II, and Christel Burgess, Chief of Leasing, are the only authorized State of Alaska, Department of Transportation & Public Facilities, Fairbanks International Airport, Leasing Office liaisons with whom a potential Bidder, or anyone on its behalf, may have contact concerning this invitation from the release date of this ITB until the State awards the Terminal Lease. Bidders must submit all comments, suggestions, and requests for information to Kim Swenson or Christel Burgess, subject to the previously mentioned deadlines for written comments. The mailing and physical address for comments is Fairbanks International Airport, Leasing Office, 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709. The telephone number is (907) 474-2525 or (907) 474-2549 and facsimile number (907) 474-2513.

Any communication concerning the content of this invitation by a potential or actual Bidder, or anyone on its behalf, with any State of Alaska official or employee other than the authorized State of Alaska, Department of Transportation & Public Facilities, Fairbanks International Airport, Leasing Office liaisons, Kim Swenson or Christel Burgess, shall result in the rejection of that Bidder's bid unless;

- the communication is a protest properly and timely filed under 17 AAC 42.910 prior to the deadline for bids, or,
- in the reasonable judgment of the liaison, the communication could not reasonably be believed to have given the Bidder a competitive advantage or have impaired the fair and even competitive environment of this invitation.

The pre-bid conference is the only other contact contemplated by this invitation between State of Alaska, Department of Transportation & Public Facilities, Fairbanks International Airport, Leasing Office liaisons and potential Bidders.

IV. GROUND FOR REJECTION

A. Non-Responsive Bids

The State shall consider a bid to be not responsive if the Bidder submits more than one bid under the same or different names or if the bid:

- is submitted late or to the wrong place;
- does not include the required cash bid;
- is not signed in a manner binding on the bidder;
- is illegible;
- is not submitted in a sealed enclosed envelope;
- fails to acknowledge all material addenda that the State has issued;
- offers an alternative compensation formula that the ITB does not allow;
- does not conform in all material respects to the ITB; or
- is conditional.

After the opening of sealed bids but before award, the State may permit a Bidder to correct minor informalities discovered in a bid.

B. Non-Responsible Bidders

An award shall not be made to a Bidder if the State determines in writing that the Bidder is not responsible under 17 AAC 42.390 or because the Bidder:

- is in violation of a provision of AS 02 or 17 AAC 42 or 45;
- is in violation of a material term of a contract with the department;
- is in arrears on a rental payment or other material financial obligation to the department;
- is in default of a material obligation under any lease, permit, or concession that the department has issued for any property or activity at any airport that the department owns, operates, or otherwise controls;
- fails timely to establish financial responsibility acceptable to the Airport Manager;
- fails timely to meet the Bidder qualification requirements;
- fails timely to provide sufficient information to determine the responsibility of the Bidder.

C. Tie-Bids

This solicitation bases award on a cash bid. It is theoretically possible that two or more bidders may submit identical cash bids. This paragraph provides a mechanism to resolve ties, if any, among responsive and responsible bidders who have apparent winning bids.

In the event that two or more bidders submit identical high, cash bids in accordance with the "Bid Submittal Form," the following procedures will apply. If two or more

bidders are eligible for bid award, award shall be made by a drawing by lot limited to those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

Objections, if any, to proceeding in accordance with this tie-breaking procedure shall be raised in accordance with Paragraph I(I).

V. GENERAL INFORMATION

This invitation does not guarantee or imply that the successful Bidder will make a profit.

Each Bidder must have the ability to satisfy its bid and to perform all obligations of the Terminal Lease. The State may perform any investigation it deems necessary to determine a Bidder's ability to perform these obligations. The State may require a Bidder to furnish additional information, including financial information, to determine whether the Bidder is responsible and able to perform the obligations of both its Bid and the Terminal Lease.

Any oral explanation or instruction given by its State officials does not bind the State. This ITB, consisting of the Terms of Invitation, Instructions to Bidders, the Bid Submittal Form, Bidder's Affidavit, the Bidder's Questionnaire, the Sample Terminal Lease, and Supplemental Information shall remain as written except as clarified by written notice or changed or supplemented by one or more written addenda, identified as such and issued by the State, and sent to all parties to whom the State previously provided a bid package. The Sample Terminal Lease, including any changes made by addendum and with the appropriate blanks filled in at the time of award, is the form of Terminal Lease that a successful Bidder and the State shall sign and, together with the Bidder's complete bid, becomes the Terminal Lease that shall bind a successful Bidder. The Sample Terminal Lease is not subject to negotiation by a successful Bidder. The State, in its sole discretion, reserves the right to make minor administrative changes to the Sample Terminal Lease.

The State shall send a notice of intent to award to all Bidders at least seven (7) days before the State issues an award. An aggrieved Bidder must file a written protest with the Airport Manager under 17 AAC 42.910 within seven (7) calendar days after the date that the notice of intent to award was mailed. A protest is not effective and is waived unless it is submitted timely in writing, is signed by the protester or the protester's representative, and includes:

- a reference to this ITB for Automatic Teller Machine Terminal Lease;
- a copy of the decision being protested;
- a detailed statement of the factual and legal basis of the protest, including a statement of the facts alleged to be in dispute and a copy of any relevant documents, and a statement of the remedy requested;

- the address of the protester or the protester's representative to whom any notice or decision concerning the protest is to be mailed or delivered; and

At the same time the protester mails or delivers the protest to the Airport Manager, the protester must mail or deliver a copy of the filed protest documents to any other Bidder(s). The proper and timely filing of a protest under this section shall stay the decision being protested until the protest is decided unless and until the Airport Manager determines in writing that it is contrary to the best interest of the State to stay the decision beyond the date of that determination or another stated date. The protester may appeal an adverse decision on the protest only in accordance with 17 AAC 42.920. A decision not timely protested in accordance with 17 AAC 42.910 is not subject to appeal under 17 AAC 42.920.

Each successful Bidder must sign and deliver the Terminal Lease to the Airport Leasing Office at the address previously listed within ten (10) calendar days after receipt of the award notice. The State may annul an award and retain the cash bid as liquidated damages for the lost benefit to and related additional costs incurred by the State if a successful Bidder does not return the signed Terminal Lease within the required time. The State may then, in its discretion, award the Terminal Lease to the next responsive and responsible bidder with the highest cash bid. The State may annul the award and retain the cash bid of any Bidder subsequently awarded the Terminal Lease if that Bidder does not sign and return the Terminal Lease within the required time.

The State may reject any or all bids and waive any minor defect, unless otherwise specified in these documents, if the State determines that the rejection or waiver is in the State's best interest. The State may advertise for new bids or award the Terminal Lease privilege in any manner it believes is in its best interest if the State rejects any or all bids. The State is not obligated to enter into an agreement with any Bidders. The State is not responsible for any cost associated with the preparation or submission of bids.

DATE: 3-5-24

BY: Christel Burgess
Christel Burgess, Chief of Leasing
Fairbanks International Airport

FAIRBANKS INTERNATIONAL AIRPORT

**AUTOMATIC TELLER MACHINE
TERMINAL LEASE**

TERMINAL LEASE ADA-90967

INSTRUCTIONS TO BIDDERS

I. BID SUBMITTAL

A Bidder must submit its bid in a sealed package that is clearly marked on the outside with (a) the Bidder's name and (b) the following label:

**Automatic Teller Machine Terminal Lease
Fairbanks International Airport**

If the bid is mailed, the Bidder must enclose the sealed bid package in a second package for mailing. The State shall not consider late, electronic, facsimile, or telephonic Bids.

No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, insurance costs, or for any other purpose shall be paid by the State.

All bids submitted must be valid for a minimum of one hundred twenty (120) days after the date of the bid deadline. During this time, bids and Bidders shall be investigated, evaluated, recommended, and submitted to the State for final approval for the award of the Terminal Lease.

II. REQUIREMENTS FOR A COMPLETE BID

The following items constitute a complete bid:

- A. One (1) completed, signed, and notarized Bid Submittal Form (blue colored pages 15 - 17).
- B. One (1) completed, signed, and notarized Bidder's Affidavit (blue colored pages 19 - 21).
- C. One (1) completed, signed, and notarized Bidder's Questionnaire (blue colored pages 23 - 27).
- D. The cash bid, minimum of two thousand dollars (\$2,000.00), in the required form.

III. BID AMENDMENT OR WITHDRAWAL

The following is the process required to withdraw or substitute a bid after submittal to the State:

- A. The Bidder's name must clearly appear on the outside of its sealed bid. The State shall not open any bid for Bidder identification or any other reason before **2:00 p.m. Alaska Time, Wednesday, May 1, 2024.**
- B. The Bidder must submit a written request to withdraw its bid. The Bidder or its authorized representative must sign and notarize the written request to withdraw its bid, and it must be delivered to the State at the address for submitting bids before **2:00 p.m. Alaska Time, Wednesday, May 1, 2024.**
- C. The Bidder may submit a new bid after withdrawal of a bid if the new bid is delivered to the State at the address for submitting bids before **2:00 p.m. Alaska Time, Wednesday, May 1, 2024.**

The State shall not accept electronic, facsimile, or telephonic bid withdrawals or amendments.

IV. GENERAL INFORMATION

- A. Disposition of Bid Deposits: The State may either cash or hold a Bidder's cash bid until the State signs the Terminal Lease with the respective, successful Bidder. The State may annul the award and retain the Bidder's cash bid if the Bidder is successful, but does not return its signed Terminal Lease by the time required. After both the successful Bidder and the State sign the Terminal Lease, the State shall return cash bids of unsuccessful Bidders as soon as practical.

- B. Bid and Award Schedule

March 6, 2024	Public notice and release bid documents
April 5, 2024	Written comments due from interested parties
April 10, 2024	Optional Pre-bid conference
April 17, 2024	Deadline for any and all comments regarding the ITB documents
May 1, 2024	Last day to submit bids (until 2:00 pm Alaska Time) and bid opening
May 3, 2024	Notice of Intent to Award

May 14, 2024	Award Bid to Successful Bidder
June 1, 2024	Terminal Lease Commences

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FAIRBANKS INTERNATIONAL AIRPORT

**AUTOMATIC TELLER MACHINE
TERMINAL LEASE**

AGREEMENT ADA-90967

BID SUBMITTAL FORM

DATE

The undersigned (individual, partnership, joint venture, or corporation) offers to enter into a Terminal Lease for certain rights to operate an Automatic Teller Machine Terminal Lease at the **Fairbanks International Airport** (Airport), as deemed appropriate by Airport management. The limited nature of these rights is outlined in the Sample Terminal Lease (Lease) included with this Invitation to Bid (ITB) package.

In connection with this offer, the Bidder offers to pay the Airport the following single upfront dollar amount (Cash Bid) to be paid when and in the form stated in the Invitation to Bid:

***NOTE – The minimum bid amount is \$2,000.00**

\$ _____

(Dollar amount bid in numeric figures)

(Dollar amount bid stated in words)

***NOTE – Identification of the highest Cash Bid will be based upon only the above information.**

The following attached documents are part of this offer:

1. One (1) completed, signed, and notarized Bidder's Affidavit (blue colored pages 19 - 21).
2. One (1) completed, signed, and notarized Bidder's Questionnaire (blue colored pages 23 - 27).
3. The cash bid, minimum two thousand dollar (\$2,000), in the required form.

A successful Bidder must sign and deliver the Terminal Lease to the Airport Leasing Office at the address previously listed within ten (10) calendar days after receipt of the

award notice. The State may annul an award and retain the Cash Bid as liquidated damages for the lost benefit to and related additional costs incurred by the State if a successful Bidder does not return the signed Terminal Lease within the required time.

The Bidder acknowledges receipt of the following addenda related to this invitation:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Bidder is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Bidder is a limited liability company, provide the signature of the manager or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of Bidder as it should
appear in the Terminal Lease

Signature

Signature

Title

Title

Signature

Signature

Title

Title

NOTARIZE PAGE 17 (Copy and attach additional acknowledgment sheets as needed)

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 2024,
personally appeared _____, known to me to be
the person named in and who executed the foregoing instrument, and who
acknowledged before me that the foregoing instrument was freely and voluntarily
executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 2024,
personally appeared _____, known to me to be
the person named in and who executed the foregoing instrument, and who
acknowledged before me that the foregoing instrument was freely and voluntarily
executed with full authority for the uses and purposes set forth.

Notary Public in and for: _____
My Commission Expires: _____

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**FAIRBANKS INTERNATIONAL AIRPORT
AUTOMATIC TELLER MACHINE
TERMINAL LEASE**

AGREEMENT ADA-90967

BIDDER'S AFFIDAVIT

_____ being first duly sworn, state(s) the following:

1. The Affiant (as Bidder or as authorized representative or officer of the Bidder) has carefully examined the entire ITB as defined in the Terms of Invitation for Terminal Lease ADA-90967 and all bid documents submitted by _____ relating to Terminal Lease ADA-90967 for certain rights to operate an Automatic Teller Machine Terminal Lease at the Fairbanks International Airport (Airport), as defined in the ITB, and make all representations in this Bidder's affidavit on behalf of the Bidder.
2. The Bidder acknowledges that all documents and statements submitted with its bid become the property of the State of Alaska (State) when received by the State and then become public information at the public bid opening (subject to provisions outlined on page two (2) of the Terms of Invitation).
3. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation.
4. The bid is genuine, not collusive, nor a sham.
5. The Bidder has not, directly or indirectly, induced or solicited any other Bidder to submit a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham bid or to refrain from submitting a bid.
6. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the fees or obligations of this or any other bid; nor to fix any overhead, profit, or cost element of the bid price or that of any other bid; nor to secure any undue advantage against the Department of Transportation and Public Facilities, State of Alaska, Fairbanks International Airport, or anyone interested in Terminal Lease ADA-90967.
7. The Bidder shall not, during the period in which the Terminal Lease is in effect, hire or engage any State employee for whom the proper discharge of official duties may conflict with their employment, including as set forth in AS 39.52.
8. All statements contained in the bid and supporting documents are true.
9. The Bidder has not, directly or indirectly, divulged its bid price nor any breakdown of the bid or its contents, nor any relevant information or data, to any individual or any

member or agent of any corporation or company, association, or organization competing for this Terminal Lease.

10. The Bidder has not paid and shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any public official that may participate personally and substantially in the selection of the successful Bidder for the Terminal Lease.

11. The Bidder is not in arrears on any payment owed to the Department of Transportation and Public Facilities; is not in default of any obligation to the Department of Transportation and Public Facilities; and has not failed to perform any previous agreement with the Department of Transportation and Public Facilities faithfully and diligently.

12. The Bidder is able to successfully undertake and complete the responsibilities and obligations of this invitation and its bid as submitted.

13. The Bidder has not engaged in any unauthorized contact with State officials or employees as described in Section III of the Terms of Invitation.

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Bidder is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Bidder is a limited liability company, provide the signature of the manager of the company or, if there is no manager, provide the signature of a member of the company authorized to bind the company.

(Corporate Seal if
a Corporation)

Name of Bidder

Signature

Signature

Title

Title

Signature

Signature

Title

Title

NOTARIZE PAGE 21 (Copy and attach additional acknowledgment sheets as needed)

VERIFICATION

STATE OF _____)
)ss.
)
(Judicial District or County)

I _____ say on oath or affirm that I have read the foregoing document and believe all statements made in the document are true and correct.

Signature

Subscribed and sworn to or affirmed before me at _____
on _____.

Notary Public in and for: _____
My Commission Expires: _____

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FAIRBANKS INTERNATIONAL AIRPORT

**AUTOMATIC TELLER MACHINE
TERMINAL LEASE**

AGREEMENT ADA-90967

BIDDER'S QUESTIONNAIRE

The Bidder must submit the information requested in this questionnaire with its bid. Attach additional pages, as necessary, and label responses with the same item number of the information requested. The Bidder must make complete and accurate statements and present them in the form requested. The Bidder must respond in English and provide financial information in U. S. dollars as valued during the referenced year. The State reserves the right to reject a bid for omissions, inaccuracies, or misstatements in this questionnaire or any attachment.

1. Name of Bidder's designated contact for the receipt of notices during this invitation:

2. Bidder's mailing address as it should appear in the Terminal Lease:

3. Bidder's physical address:

4. Bidder's telephone number:

5. Bidder's email address:

6. If awarded the Terminal Lease, the Bidder intends to operate as the following:

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Company |

- A. If the Bidder intends to operate as a partnership, attach a complete copy of the fully executed partnership agreement as well as a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction for any corporate general partner. In addition, for any corporate general partner, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.
 - B. If the Bidder intends to operate as a joint venture, attach a complete copy of the fully executed joint venture agreement as well as a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction for any corporate joint venturer. In addition, for any corporate joint venturer, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.
 - C. If the Bidder intends to operate as a corporation, provide a Certificate of Good Standing not more than thirty (30) days old from the incorporating jurisdiction. In addition, provide a Corporate Resolution that indicates the parties authorized to contract on behalf of the corporation. The Corporate Resolution must contain any required corporate seal and certification by the Secretary or an Assistant Secretary of the Corporation.
 - D. As an alternative to a Corporate Resolution, a Certification by the Secretary or an Assistant Secretary of the Corporation stating, on behalf of the Corporation, the authority of the signer, that the authority extends to and includes the Corporation's bid in response to this State of Alaska ITB, and that the Secretary is authorized to make the Certifications shall be satisfactory.
 - E. If the Bidder intends to operate as a limited liability company, attach a complete copy of the company's articles of organization and agreement. In addition, provide a Certificate of Good Standing not more than thirty (30) days old from the registering jurisdiction. In addition, provide a resolution of more than one-half of the members that indicates the parties authorized to act on behalf of the limited liability company.
7. Attach a description of the Bidder's experience that addresses the Airport's qualifications. Specifically attach a description of the Bidder's qualifying experience in operating Automatic Teller Machines. For the purpose of this question 7, the word "entity" includes a sole proprietorship, a general partnership, a limited partnership, a joint venture, a corporation and a limited liability company.

If the proposing entity was formed before November 1, 2023, provide a response to the following items A through C that relate to the Bidder's experience as that entity.

If the proposing entity was formed after November 1, 2023, provide a response to the following items A through C that relate to the Bidder's experience for one or more persons depending on the relevant type of the following entities.

- the individual if a sole proprietorship
- one or more partners in a general partnership
- one or more general partners in a limited partnership
- one or more venturers in a joint venture
- the majority shareholders in a corporation
- the members of a limited liability company

As an alternative, the Terms of Invitation states that a Bidder may base its experience on a "principal operator" that is defined as "the person or business entity responsible for policy making and daily operation of the automated teller machine business." If the Bidder bases its experience on a "principal operator," provide a response to the following items A through C that relates to the experience of the "principal operator." In addition, provide a detailed description of the proposing entity and the relationship of the "principal operator" to that entity.

- A. Location – Street address, mailing address, city, and state (country, if not located in the United States) – for at least four (4) Automatic Teller Machine locations.
 - B. The total number of Automatic Teller Machines at each location.
 - C. The mailing address, telephone number, and contact name for a government agency, certified public accounting firm, or other independent source authorized to confirm to Airport personnel over the telephone the accuracy of the proposer's data furnished in the response to question number seven.
8. Financial References: Attach a letter of reference from a bank or other financial institution where the Bidder regularly does business. Include the name and telephone number of an officer of the institution whom the Bidder authorized to verify this information over the telephone to Airport Personnel. The reference must include the following:
- A. Length of financial relationship.
 - B. How the Bidder handled its account (for example, satisfactorily).
 - C. Quality of financial relationship.

9. Attach a copy of the Bidder's Alaska Business License.

For the purpose of items 10 through 12, the word "entity" includes the individual if a sole proprietorship; one or more partners in a general partnership; one or more general partners in a limited partnership; one or more venturers in a joint venture; the majority shareholders in a corporation, one or more members or the manager of a limited liability company, or the "principal operator" regardless of when the entity was formed.

10. Give the name, location, and date if any concession, management, or concession agreement between the entity and an Airport or other public agency was terminated, assigned, or transferred, within the past five (5) years, either voluntarily or involuntarily, before expiration of the agreement. Give the name and location of the Airport or other public agency, the date of termination, and an explanation of the circumstances. If none, mark this box [].
11. If the entity ever had a bond or surety canceled or forfeited, explain the circumstances surrounding the cancellation or forfeiture as well as the name of the bonding company, date, and amount. If none, mark this box [].
12. If the entity ever declared bankruptcy, explain the circumstances surrounding the bankruptcy as well as the date of filing, court jurisdiction, amount of liabilities, amount of assets, and status of any current bankruptcy action. If none, mark this box [].

The undersigned has read this questionnaire and states, under penalty of perjury, on oath or affirmation that the undersigned is authorized to sign this questionnaire and confirms the truth and accuracy of all statements, answers, and representations made in this questionnaire, including all attached supplementary statements.

If the Bidder is a partnership or joint venture, all general partners or venturers of the joint venture must sign. If the Bidder is a corporation, provide the signature of one or more authorized representatives as required to obligate the corporation together with proof of authorization. If the Bidder is a limited liability company, provide the signature of the manager or, if there is no manager, a member of the company together with proof of authorization.

SIGN AND NOTARIZE PAGE 27

(Corporate Seal if
a Corporation)

Name of Bidder

Signature

Signature

Title

Title

Signature

Signature

Title

Title

Signature

Signature

Title

Title

VERIFICATION

STATE OF _____)
_____)ss.
_____)
(Judicial District or County)

I _____ say on oath or affirm that I have
read the foregoing document and believe all statements made in the document are true
and correct.

Signature

Subscribed and sworn to or affirmed before me at _____
on _____.

Notary Public in and for: _____
My Commission Expires: _____

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

FAIRBANKS INTERNATIONAL AIRPORT

SAMPLE TERMINAL LEASE

AUTOMATED TELLER MACHINE
ADA-90967

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
1	DEFINITIONS	1
2	TERM.....	3
3	USE OF AIRPORT FACILITIES.....	3
4	PREMISES.....	4
5	RENTS AND FEES	4
6	ADDITIONAL RESPONSIBILITIES OF PARTIES.....	8
7	INDEMNIFICATION AND INSURANCE.....	18
8	ASSIGNMENT AND SUBLEASE	21
9	TERMINATION AND DEFAULT.....	22
10	COMPLIANCE WITH LAW, TAXES, AND NON-DISCRIMINATION.....	26
11	GENERAL PROVISIONS.....	28
 Exhibit		
A	Sheet 1 of 2 and Sheet 2 of 2, dated March 2024 Drawing showing any space specific to Lessee	
B	Sheet 1 of 1, dated July 1, 2023 Property Drawing of Fairbanks International Airport	

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

FAIRBANKS INTERNATIONAL AIRPORT

**SAMPLE TERMINAL LEASE
ADA-90967**

This Terminal Lease is made by and between the State of Alaska (State), acting by and through its Department of Transportation and Public Facilities (Lessor), whose mailing address is 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709 and TBD (Lessee), whose address is TBD (together the "Parties").

WHEREAS, Lessor is the owner and operator of the Fairbanks International Airport (Airport), in Fairbanks, Alaska, and has the right to enter into permits and grant operating privileges at the Airport; and

WHEREAS, Lessee is a business engaged in Automated Teller Machines; and

WHEREAS, both Lessor and Lessee desire to enter into this Lease in order to set forth the rights, privileges, and obligations of both Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Lease, and other valuable consideration, the Parties covenant and agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Definitions

The words and phrases defined below have the following meanings when used in this Lease:

1. Acronyms: AAC - Alaska Administrative Code; AS - Alaska Statutes; CFR - Code of Federal Regulations; FAA - Federal Aviation Administration; TSA - Transportation Security Administration; USC - Uniform Standard Code.
2. "Airport" means the real property and facilities of Fairbanks International Airport as they exist on the date of execution of this Lease or in the future. The existing facilities and boundaries of the Airport are shown on Exhibit B.
3. "Airport Administered Premises" means those portions of the Terminal not leased to any Air Carrier or other Airport tenant but made available for a per use charge or monthly rent.

4. "Airport Directives" means the Airport bulletins, operational orders, notices, and instructions issued by the Airport Director to facilitate day-to-day operation of the Airport and to implement rules and regulations promulgated by state and federal agencies.
5. "Airport Director" means the person to whom the Commissioner of the State of Alaska, Department of Transportation and Public Facilities delegates primary authority to act on its behalf, as well as any designee acting on behalf of that person.
6. "Contamination" means the unauthorized presence of any released Hazardous Substance.
7. "Environmental Law" means any federal, state, or local statute, law, regulation, ordinance, code, permit, order, decision, or judgment from a governmental entity relating to environmental matters, including littering, and dumping. It includes, as applicable, 42 USC 7401-7671 (Clean Air Act); 33 USC 1251-1387 (Federal Water Pollution Control Act); 42 USC 6901-6992 (Resource Conservation and Recovery Act); 42 USC 9601-9657 (Comprehensive Environmental Response, Compensation, and Liability Act); 49 USC 5101-5127 (Hazardous Materials Transportation Act); 15 USC 2601-2692 (Toxic Substances Control Act); AS 46 (Alaska Water, Air, Energy, and Environmental Conservation Acts); and the provisions of 18 AAC (Environmental Conservation) implementing AS 46.
8. "Hazardous Substance" means any substance that is defined under an applicable Environmental Law as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, or contaminant, as well as any petroleum, petroleum product or oil.
9. "Lease" means this Terminal Lease ADA-90967 as amended or supplemented from time to time in accordance with its terms, and includes all exhibits referenced or attached.
10. "Premises" means all areas and facilities on the Airport that are leased to Lessee under this Lease, as shown in Exhibit A. The area of each portion of the Premises is agreed to be that stated in the respective exhibit to this Lease. Any adjustment to that area due to correction of any inaccuracy of measurement shall be applied prospectively only from the date of correction.
11. "Restricted Areas" means those areas of the Airport, including buildings and facilities that the Airport Director has limited or controlled access for security and safety purposes.
12. "Terminal" means Lessor-owned and operated terminal buildings at the Airport, as shown on Exhibit B.

ARTICLE 2

TERM

Section 2.01. Term

The term of this Lease commences on June 1, 2024. Premises shown on Exhibit A are leased with a term that shall continue through May 31, 2029.

ARTICLE 3

USE OF AIRPORT FACILITIES

Section 3.01. Uses of the Airport

- A. Lessee shall enjoy the use of the Airport, in common with others so authorized, for the purpose of conducting its business, subject to the terms and conditions of this Lease, the requirements of all applicable laws, codes, and regulations, and the requirements of all FAA-required rules, policies, procedures and all Airport Directives promulgated by the Airport Director.
- B. Lessee is authorized by Lessor to use the Premises for four (4) automated teller machines.
- C. During the term of this Lease Lessee will have quiet enjoyment of the Premises subject to the terms and conditions stated in this Lease.

Section 3.02. Prohibited Uses

The following uses are prohibited:

- A. Any use other than those authorized under Subsection 3.01.B. unless specifically authorized in writing by Lessor.
- B. Placing, spilling, or dumping garbage, trash, refuse, or other waste material on the Airport except in a waste receptacle Lessor has approved for that purpose or in a waste receptacle designed and provided for that purpose by Lessee on Lessee's Premises.
- C. The establishment or maintenance of any kind of temporary or permanent living quarters on the Airport.

Section 3.03. Reservations

- A. The Airport Director may, from time to time, close roadways, or any other portion of the Airport, either temporarily or permanently, when circumstances warrant; provided, however, that the Airport Director will make reasonable efforts to

provide alternate means of ingress, egress, and movement on the Airport and within the Terminal.

- B. Lessor reserves the right to grant to others any right or privilege on the Airport that Lessor has not specifically and exclusively granted to Lessee. The rights and privileges granted to Lessee in this Lease are the only rights and privileges granted to Lessee under this Lease. Lessee has no easements, rights, or privileges, express or implied, in or relating to Airport property, other than those specifically granted under this Lease and any other written agreements between the Parties.
- C. Lessor reserves the right to grant to third parties or to reserve to Lessor easements or rights-of-way through, on, above, or under the Premises, so long as the easement or right-of-way does not unreasonably interfere with Lessee's authorized use of the Premises.
- D. Lessor reserves the right of ingress to and egress from the Premises and the right to enter any part of the Premises for the purpose of inspection or maintenance. Except in the case of an emergency, inspections and maintenance will be coordinated with Lessee to minimize interference with the Lessee's operations and activities on the Premises.

ARTICLE 4 **PREMISES**

Section 4.01. Premises

- A. Lessor leases to Lessee and Lessee leases from Lessor "as-is" and without warranty the following described property (Premises):

Two (2) pre-security locations, 1st Floor, T1104A & C1901A; and

Two (2) post-security locations, 2nd Floor, TC2200B & TC2400C consisting of approximately 11 square feet per location for a total 44 square feet, as shown on Exhibit A, sheet 1 of 2 and sheet 2 of 2, dated March 2024, attached to and made a part of this Lease.

ARTICLE 5 **RENTS AND FEES**

Section 5.01. Rents and Fees

Lessee agrees to pay the rents and fees and perform all the obligations described in the Lease. The rents and fees include the following:

- A. Terminal Rent: Lessee shall pay the applicable monthly terminal rent rate established and modified from time-to-time under 17 AAC 42.125 for each

square foot of the Premises during the term of this Lease beginning **June 1, 2024**. The current monthly rent is due and payable in advance. The current terminal rent is \$86.85 per square foot per year. The monthly rent due is calculated as follows: $\$86.85 \times 44 \text{ square feet} = \$3,821.40/12 = \textbf{\$318.45}$. The rent will be prorated for any fractional month in the term.

B. Airport Badge/Fingerprinting Fee: Lessee will pay the Lessor an Airport Badge Fee and a Fingerprinting Fee for each badge issued during the term of this Lease. The Airport Badge and Fingerprinting Fees are due at the time of service for each transaction. As may be applicable, the Lessee will also pay Lessor any other badge-related fee duly established by Lessor, including fees for replacement badges and for lost or otherwise unreturned badges.

C. Other Fees:

1. Notwithstanding the occupancy and use right originally provided under this Lease, Lessor reserves the right to establish a distinct fee for installation or operation of wireless communications equipment or facilities in or on the Terminal, including any parking garage or other structure associated with the Terminal. In the event the Lessor established such a fee, the Lessor will give the Lessee not less than 30 days' notice, within which period Lessee shall either begin monthly payment of the established fee or provide written notice of election to terminate this Lease and vacate the Premises without obligation for subsequent accrual of rent.
2. Lessor also reserves the right to impose and collect charges and fees from Lessee for the following:
 - a. the use of parking and tenant employee parking on the Airport;
 - b. the use of specified equipment, facilities, or services when such use is requested by Lessee; and
 - c. the privilege of accessing the Airport to conduct any business other than that which is authorized under Section 3.01.
 - d. the use of any Premises Wiring Distribution System (PWDS) or similar Airport infrastructure system, whether made available on a voluntary or mandatory basis.
3. Liquidated Damages:
 - a. Time is of the essence in meeting the requirements of all Articles of this Lease. Without waiving any of its other legal or equitable remedies, the State shall have the right to assess, and Lessee must then pay to the State, liquidated damages in an amount not to exceed

one hundred dollars (\$100.00) per day per occurrence for failure timely to comply with the requirements of all Articles of this Lease unless a different liquidated damages amount is indicated in writing in this Lease related to a specific Article or Section of this Lease. The Lessee and the State stipulate that any such assessment shall not be construed as a penalty; rather, the Lessee and the State stipulate that actual damages resulting from violation of this Lease and the IT B will be hard to measure and ascertain and that one hundred dollars (\$100.00) per day per occurrence is a reasonable forecast of the damages likely to occur in the event of a breach.

- b. The State shall notify the Lessee in writing of any deficiency and the State's intent to assess liquidated damages. The Lessee shall have twenty-four (24) hours after receipt of the notice to remedy all deficiencies identified in the notice prior to the State assessing the liquidated damages. If the Lessee fails to remedy any deficiency by the date indicated in the written notice, the assessment of liquidated damages will be retroactive to the date of the notice.
- c. The State recognizes that there may be deficiencies that require more than twenty-four (24) hours to remedy and, as such, will be reasonable when considering requests for additional time, in writing, prior to the deadline stated in any written notice by the State. Any permission from the State for an extended period to cure a deficiency shall be granted or denied in writing.
- d. The Lessee shall pay any assessment of liquidated damages by the State within ten (10) days of receipt of an invoice for such damages. The Lessee may protest any assessment of liquidated damages under 17 AAC 42.910.

- D. Lessee shall make payment required by this Lease in United States currency in the form of cash, check, bank draft, or postal money order payable to the State of Alaska. Payment must be delivered to Airport Accounting, Fairbanks International Airport, 6450 Airport Way, Suite 1, Fairbanks, Alaska 99709, or any other address that Lessor may designate in writing. Lessee shall make payment free from any claim, demand, setoff, or counterclaim of any kind against Lessor.

Section 5.02. Interest on Overdue Payments

Any payment due and not received by Lessor accrues interest from the due date until paid in full at the highest lawful contract rate in Alaska as defined by AS 45.45.010 or as amended.

Section 5.03. Additional Rent

- A. Any fee, charge, reimbursement obligation, or interest due to Lessor under this Lease shall be deemed additional rent. Unless otherwise provided, all additional rent is due from Lessee within thirty (30) days of notice.
- B. After ten (10) days' written notice to Lessee, Lessor may, but is not obligated to, cure any default by Lessee of its obligation to perform under this Lease. Any amount paid or cost incurred by Lessor to cure any default by Lessee of its obligation to perform under this Lease, plus a fifteen percent (15%) administrative fee, is agreed to be additional rent.
- C. The cost of any extraordinary use of utilities by Lessee and any extraordinary cost incurred by Lessor to provide Lessee with utility services will also be considered additional rent. Any cost or service in excess of those normally provided by Lessor in the Terminal, as reasonably determined by Lessor, will be considered extraordinary. In addition to paying rent, Lessee may also be required to pay monthly electrical costs to the extent separately metered or otherwise measured by the State's usage measurement program.

Section 5.04. Adjustment of Rental Rates, Fees, and Charges

Without amendment to this Lease, Lessor may adjust the rents and fees described in Section 5.01 at any time if applying the applicable rental rate in the fee schedule established under 17 AAC 42.125 results in an adjustment in the rents and fees for any portion of this Lease. Lessor shall adjust rents and fees in accordance with 17 AAC 42.295(c).

Section 5.05. Unpaid Fees

Any rent, charge, fee, or other consideration that is due and unpaid at the expiration or voluntary or involuntary termination, or cancellation of this Lease will be a charge against Lessee and its property, real or personal, and Lessor will have any lien rights allowed by law. Enforcement may be made by Lessor or its authorized agent.

Section 5.06. Performance Guarantee

- A. Performance Bond: The Lessee will submit a performance bond to guarantee performance on all obligations and payment of all sums due under this Lease. The amount of the performance bond shall be two thousand dollars (\$2,000.00). The Lessee will keep a performance bond in at least that amount in effect throughout the term of this Lease.
 - 1. The State may increase or revise the amount of the performance bond by written demand. The State will base any such increase or revision on reasonable and justifiable grounds.

2. The State will accept a bond in the form of a cash deposit, a time certificate of deposit, a performance bond, an annual renewable bond, or an irrevocable letter of credit, all subject to State approval.
 3. The State will base its approval of the form of the bond on certainty of the assurance that the Lessee's failure to make timely payments or comply with any requirement of the Lease will readily allow the State to attach and collect the full amount of the bond.
- B. Release of Bond: The State will release the bond only by written authorization after the Lessee has met all Lease obligations. Neither cancellation nor expiration of this Lease constitutes a release or discharge of the bond.

ARTICLE 6

ADDITIONAL RESPONSIBILITIES OF PARTIES

Section 6.01. Lessee Responsibilities

- A. Lessee Operations: Lessee will conduct its operations at the Airport in a first-class, businesslike, courteous, and safe manner that ensures the safety of people and the Airport, the protection of public health and the environment, and the safety and integrity of the Airport, and comply with the following:
1. Service Quality:
 - a. The State desires to provide airline passengers and other users of the Airport with ATM services that are of the highest quality. The Lessee shall maintain professional personnel who will provide a high standard of service to the public. ATMs will be kept up-to-date with current standards and future improvements in technology and services that best meet the needs of the traveling public. While on duty, the personnel will present a neat and clean appearance, remain courteous at all times, and wear any and all badges or other identification cards that are mandated by the management of the Airport or federal agency.
 - b. The Lessee will have local staffing to oversee daily the overall functionality of machines including: maintenance, repair, stocking, and ensuring the debit/credit card devices are receiving and dispensing properly.
 - c. Lessee shall provide system monitoring, diagnostics, and service dispatch.
 - d. The Lessee shall have automated teller machines that accept at a minimum Visa and MasterCard. The ATMs shall support the following types in English and at least two other languages:

- Cash withdrawal from credit card account
 - Cash withdrawal from checking account
 - Cash withdrawal from savings account
 - Transfers from checking to savings
 - Transfers from savings to checking
 - Balance inquiry from checking
 - Balance inquiry from savings
2. Reasonable Pricing: The Lessee will furnish the services authorized under this Lease to its customers on a fair, nondiscriminatory basis with reasonable prices to customers. All services provided by the Lessee shall be competitive in price to those services at off-airport locations within the Fairbanks area and other airports of similar size and operation. The Lessee will not charge a Transaction Fee over three dollars (\$3.00) per Transaction without prior written approval from the State.
3. Hours of Operation:
- a. The Lessee shall actively operate to best serve the needs of Airline passengers, airport employees, and other users of the Airport. Unless otherwise approved by the State, the Lessee must maintain a twenty-four (24) hour operation of all ATM locations.
 - b. The Lessee must, within twenty-four (24) hours after notice to the Lessee by the State, repair or remove and replace any ATM that is not operating reliably. Failure to complete the repair or replacement constitutes a breach and entitles the State to liquidated damages for each day from when the ATM ceased to operate reliably. In the event that the State determines that any ATM has for seventy-two (72) hours or more not been operating properly and reliably, the Lessee must, within forty-eight (48) hours after notice to the Lessee by the State, remove that ATM. Failure to remove a non-operational machine within the time allowed will result in liquidated damages.
4. Maintenance:
- a. The Lessee shall maintain the Premises in good repair, appearance, and in a safe condition at all times. At its own expense, the Lessee shall paint, repair, or replace its equipment as their condition may require. The Lessee shall take any action the State determines necessary for safety or to maintain the premises in good repair and appearance.
 - b. The Lessee will be responsible for providing ongoing maintenance of all automated teller machines and is required to keep the machines stocked and operational at all times. All machines must accept debit

and credit cards. The Lessee must have a local customer service number posted on all machines prior to operation. The Lessee must post "out of order" signage on machines while out of order and notify the Airport. A penalty fee of one hundred dollars (\$100.00) per day may be issued after twenty-four (24) hours of being non-operational or out of funds, not as a result of the State.

- c. The Lessee shall pay for any lighting fixtures, extraordinary power use, or cleaning services required or caused by the Lessee which, in the State's determination, are beyond the scope of normal services provided by the State.
- d. If the Lessee causes damage to the State or any Airport user due to inadequate maintenance by the Lessee or any of its equipment, fixtures, or systems, the Lessee shall repair the damage at its own expense. If the Lessee does not repair the damage, the State may, but is not obligated to, repair the damage and bill the Lessee for the State's costs. The Lessee shall pay the State within thirty (30) days of the billing date.

5. Customer Comments:

- a. The Lessee shall respond in writing to all written customer or public comments received by the State and forwarded to the Lessee, regarding the management, operation and content of the ATMs under this Lease. The Lessee shall provide such written responses within five (5) days of receipt of a comment from the State. The Lessee shall provide a copy of such written responses to customers to the State contemporaneously with the delivery of such response to the customer. This section does not apply to postings on social media sites, Twitter, or to communications through other similar media.
- b. The Lessee shall coordinate responses to major or significant complaints, such as any complaint threatening legal action or alleging a violation of law, with the State prior to responding in writing. The Lessee shall use its best professional judgment in assessing when the State should be notified in advance of a proposed response to a complaint, but shall provide such notice if it believes a reasonable facility manager would desire such notice.

- 6. Lessee will not interfere with other tenants, users, or occupants of the Airport.
- 7. Lessee and Lessee's officers, personnel, employees, agents, contractors, vendors, customers, sublessees, and guests shall comply with 17 AAC 42 and all other applicable law, operational orders that Lessor issues under state or federal law, and instructions, requirements, and restrictions that

Lessor has posted or indicated by sign, signal, or other control device, unless otherwise directed by an Airport police officer or other authorized person directing aircraft, vehicle, or pedestrian traffic.

8. Lessee will maintain adequate staff and use the utmost skill and diligence in the operation of its business. While on or about the Airport, no employee of Lessee will use improper language; act in a loud, boisterous, or otherwise improper way; or solicit business in an inappropriate manner, as determined by Lessor.
9. Lessee shall coordinate Lessee's activities on the Airport with Lessor and abide by Lessor's decisions and Airport Directives regarding maintenance and general use of the Airport, including access to and from Restricted Areas of the Airport, by Lessee and Lessee's officers, personnel, employees, agents, contractors, vendors, customers, sublessees, and guests.
10. At Lessor's request, Lessee will stop using any machine or device that interferes with any government-operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated. The use of wireless technology in any form is prohibited unless expressly approved by Lessor.
11. Lessee will immediately notify Lessor of any spill, condition, problem, malfunction, or other occurrence that threatens the integrity or safety of the Airport, or harm to the environment.

B. Equipment and Vehicle Responsibilities:

1. Lessee will keep all equipment and vehicles used in safe operating condition and good appearance at all times in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Lessee will maintain equipment and vehicles in sufficient quantity and type to safely meet the reasonable needs of Lessee's operations on the Airport.
2. Lessor shall have the right and authority to inspect at any time any equipment or vehicles used by Lessee in connection with its operations on the Airport. Lessee will immediately remove any piece of equipment or any vehicle from the Airport upon notification by Lessor of a mechanical malfunction or for the safe and efficient operation of the Airport.
3. If parking of equipment and vehicles on the Airport is necessary or desired by Lessee, Lessee will park or store Lessee's equipment and vehicles in a location designated by Lessor or on areas leased by Lessee at all times. During the term of this Lease, Lessor may, at its sole discretion, impose a reasonable fee on equipment and vehicles parked in areas designated by

Lessor. Lessor may require Lessee to immediately relocate its equipment and vehicles to areas leased by Lessee.

4. Lessee is prohibited from operating non-licensed vehicles on public roads on the Airport.
5. Lessee may not use or operate a vehicle on the Airport in conjunction with this Lease unless the vehicle displays the identification described in this paragraph. For each calendar year Lessee shall submit a list of vehicles that Lessee proposes to operate on the Airport under this Lease. The list must include the year, make, model, license plate number and issuing state, serial number, and seating capacity, including the driver, for each vehicle, as shown on the Vehicle Information Form attached to this Lease as Exhibit C. For each vehicle Lessee operates on the Airport under this Lease, Lessee shall obtain from Lessor, through the Airport Badge and Vehicle Permit Office, a sticker or other form of identification designated by Lessor.
6. If Lessee, or Lessee's agents or personnel, including any officer or employee, or anyone else acting by, on behalf of, or under the authority of Lessee, or any of Lessee's contractors, subcontractors, or guests, including any vendor or customer, use heavy trucks or equipment on or transiting to or from the Airport, Lessee shall ensure that the trucks or equipment use only those Airport access routes designated by the Lessor and that all trucks and equipment used comply with all applicable weight, width, and length restrictions established by law or otherwise by operational orders issued by the Lessor.

C. Maintenance, Repair, and Alteration Responsibilities: Lessee has the following maintenance, repair, and alteration responsibilities. Lessee will at its sole expense and in a manner acceptable to Lessor:

1. Maintain and keep all of Lessee's Premises during Lessee's use, in a neat, clean, and orderly condition free from litter, debris, refuse and other solid waste, and Hazardous Substances that may result from the activities of Lessee, its employees, licensees, invitees, agents, or suppliers. Lessee will provide proper containers, storage, handling, and removal of its trash and refuse resulting from the operation of its business in compliance with all federal, state, and local regulations and the Lessor's rules and requirements;
2. Perform reasonable, ordinary, and preventive maintenance and janitorial service within its Premises, including:
 - a. maintain and repair all personal property, fixtures and equipment that are not provided by Lessor, including fixtures, doors, interior

windows, plumbing fixtures, and floor and wall finishes or coverings; and

- b. maintain and repair all electrical, plumbing, heating, ventilating, and air conditioning appliances that are not provided by Lessor.
 3. Immediately repair any uninsured damage or initiate repair of any insured damage to the Airport caused by Lessee, its agents, contractors, employees, guests, or customers. If any damage is not repaired in a timely manner, Lessor may complete the repair. Any cost associated with the repair will be charged to Lessee as additional rent and will become due immediately;
 4. Ensure that Lessor has emergency access to Lessee's Premises either by delivering keys and combinations to keyless locks to Lessor or by providing emergency telephone numbers by which Lessee or its agent can be reached on a twenty-four (24) hour basis.
- D. Environmental Responsibilities: If fuel, oil, or Hazardous Substances are handled through the course of this Lease, Lessee has the following environmental responsibilities:
1. Lessee will at its sole expense and in a manner acceptable to Lessor:
 - a. Agree to have a sufficient number of properly trained personnel and adequate procedures for safely dispensing, disposing, and otherwise handling fuel, oil, or Hazardous Substances in accordance with Environmental Law and all other applicable federal, state, and local laws, regulations, and ordinances. All materials handled must be properly stored, covered, and managed to prevent spillage, obstruction or damage to the Airport or any aircraft.
 - b. Maintain on site a current Spill Prevention Contingency and Countermeasure Plan (SPCC) in accordance with federal, state, and local laws. Lessee shall furnish a copy of the SPCC to Lessor upon request.
 - c. Furnish Lessor with copies of all material safety data sheets, community right to know reports and any other environmental reports which are required to be filed with any federal, state, or local agency.
 2. In the event of a release, as defined in AS 46.03.826, of one (1) gallon or more of fuel, oil, or grease to land, or any amount of Hazardous Substance to water or land and that must be reported to the Alaska

Department of Environmental Conservation, Lessee shall immediately notify Airport Dispatch as well as any other governmental agency to which reporting is required by law. Lessee shall also submit to Lessor a copy of any report Lessee supplies to any other governmental agency concerning a Hazardous Substance release on the Airport. Lessee shall act promptly to contain the release of Hazardous Substance, repair any damage, absorb, and clean up the release, and restore the affected area to the satisfaction of Lessor and, if applicable, any other government agency having jurisdiction.

3. If any spill of fuel or oil or presence of Hazardous Substance, attributed to Lessee's business on the Airport, is not immediately remedied to the satisfaction of Lessor, Lessor may take action to clean up the substance. Lessee will immediately reimburse Lessor for the cost of any cleanup and restoration necessary due to the spill or presence of Hazardous Substance.

E. Violations:

1. Lessee shall coordinate any Airport security matter with Lessor and shall follow all applicable requirements of the State's Airport Security Program, Airport Certification Manual, and Airport Emergency Program, including all provisions that are regulated under 49 CFR part 1540 (civil aviation security), 49 CFR Part 1542 (airport security) and 14 CFR Part 139 (airport certification and operation) and any other applicable federal regulation.
2. Any fine that results from a violation of Lessor's Airport Security Program, Airport Certification Manual, Airport Emergency Program, or any applicable federal regulation caused by Lessee or by any of Lessee's agents or personnel, including any officer or employee, or anyone else acting by, on behalf of, or under the authority of Lessee, will, as between Lessor and Lessee, be the sole responsibility of Lessee. Lessor may, with or without notice to Lessee and without diminishing Lessee's responsibility, pay fines to the FAA or the TSA on Lessee's behalf to meet FAA or TSA deadlines. Within thirty (30) days after receipt of written notice from Lessor, Lessee shall reimburse Lessor for any such fines paid by Lessor.

Section 6.02. Lessor's Responsibilities

- A. During the term of this Lease, Lessor will do the following:
1. Retain FAA Airport certification.
 2. Operate and maintain the Airport in reasonable condition and repair including the runways, taxiways, aprons, roadways, vehicle parking areas, public areas of the Terminal, and all appurtenances, facilities, and services, but excluding interiors and fixtures within all leased space within the Terminal.
 3. Keep the public areas of the Terminal adequately and attractively equipped, furnished, and decorated as well as clean and presentable. In the public view areas of the Terminal, Lessor will provide and supply directional and informational signs, heat, electricity, light, power, air conditioning, wastewater disposal, water, and janitorial services including rubbish removal. Lessor will also keep in good repair and condition the exterior and structural portions of the walls, exterior doors, roof, and floor of the Premises and Common Use Premises, as well as all central electrical and mechanical distribution systems.
 4. Maintain existing and future utility systems in the Terminal in reasonable condition and repair, including heat, electricity, fire alarm, fire protection, sprinkler, air conditioning, baggage conveyors, PWDS and closed-circuit television, and any lines, pipes, mains, wires, conduits, and equipment connected with or appurtenant to all those systems and that are not the responsibility of Lessee. Lessor may enter the Premises at all reasonable times to make any necessary repairs, alterations, and replacements.
- B. Lessor will use its best efforts to restore service as soon as practical after any interruption in the services described in this Section. Lessor shall be deemed in compliance with Subsection 6.02.A. despite any such interruption so long as it diligently pursues restoration of the services.
- C. Lessor's obligation to provide utility services and maintain utility systems under this Section are subject to Lessee's obligation under Section 5.03 to pay, as additional rent, for any extraordinary cost incurred by Lessor in connection with utilities provided to Lessee.

Section 6.03. Lessor's Right to Inspect and Make Repairs

- A. Lessor (or its representative) has the right, at reasonable times and with as little interruption of Lessee's operations as practical, to enter Lessee's Premises for the following purposes:

1. Inspections to verify Lessee's compliance with this Lease.
 2. To do anything that Lessor has the right or obligation to do.
- B. Except in the case of an emergency, reasonable notice must be given, and Lessor will coordinate with Lessee in order to minimize interference with Lessee's activities.

Section 6.04. Improvements and Alterations

- A. Before beginning construction or installation of any improvement or alteration, including the installation of any signs, Lessee will first submit to the Airport Director an Airport Building Permit application that includes:
1. detailed drawings of the proposed improvement or alteration or a description of the same that the Airport Director considers sufficient to determine any impact of the proposed improvement or alteration on Airport facilities;
 2. written proof of approval of the proposed improvement or alteration from all appropriate agencies; and
 3. any additional data requested by Lessor.
- B. If any security access-control card readers are required to comply with the Airport Security Program, Lessee will be responsible, at Lessee's sole expense, for installation of the card readers and integration into the Airport's security system.
- C. Lessor will review and approve or disapprove the proposed improvement or alteration in writing within forty-five (45) days after receipt of the construction drawings referred to in this Section. However, Lessor will not approve proposed installation or construction that does not comply with Subsection 6.04.D. Neither approval by Lessor of any construction design, nor any other review or approval will be deemed to waive Lessee's legal responsibility to maintain and restore its Premises and to comply with all Environmental Laws and other applicable federal, state, and local laws, regulations and ordinances relating to the construction, design, or operation of Lessee's business. Neither will such review or approval constitute a waiver of any liability of Lessee, or an estoppel of any claim of Lessor.
- D. If Lessee constructs or installs any improvement or makes any alteration on the Premises before obtaining a written approved Airport Building Permit, or without obtaining any necessary federal, state, or local agency approval, Lessor may, at its sole discretion, require Lessee to repair or alter the unauthorized improvements or alterations to meet agency requirements for approval, or to remove the unauthorized improvement or alteration and restore the Premises.

Lessor may also, at its discretion, impose, and Lessee shall pay, an administrative fee of not more than fifteen percent (15%) of the value of the unauthorized installation, improvements, or alterations.

- E. Any construction or installation proposed and carried out by or on behalf of Lessee must be designed and performed so as to satisfy the following criteria:
1. Obtain written approval from Lessor in the form of an approved Airport Building Permit prior to any construction or installation.
 2. Be consistent with this Lease.
 3. Not interfere with operation of the Airport or activities of other tenants.
 4. Be compatible with the architecture and interior design of the Terminal as determined by Lessor, with any applicable tenant design standard adopted for the Airport, and with any Airport-provided infrastructure systems.
 5. Be performed in a safe, neat manner, and completed at no cost to Lessor.
 6. Comply with all applicable federal, state, and local building, fire, health and safety codes, generally accepted engineering principles, and generally accepted principles of sound Airport management.
- F. In the event that the construction or installation of any improvement or alteration by Lessee is determined by Lessor to be in violation of the terms and conditions of this Lease or not in accordance with the drawings, plans or specifications approved by Lessor, then Lessor shall have the right to stop the construction or installation or, if the work has been completed, to order its immediate removal.
- G. Within thirty (30) days after completion of the construction of any alteration or improvement, Lessee will deliver to Lessor detailed copies of as-built drawings showing the location and dimensions of the alteration or improvement constructed, including structural, mechanical, and electrical systems.
- H. In the event that any of Lessee's contractors, subcontractors, vendors, employees or any other person directly or indirectly acting for, through or under any of them, files or causes to be filed a contractor's, mechanic's or materialman's lien or other claim or lien against the Premises or any part of or interest in them, or any improvements on them, or against any monies due to any contractors, subcontractors, vendors or employees, then Lessee agrees to cause such liens and claims to be satisfied, removed or discharged within thirty (30) days after they are filed. Upon the failure of Lessee to cause such liens and claims to be satisfied, removed, or discharged, Lessor shall have the right to cause such liens and claims to be satisfied, removed, or discharged. In addition to all other rights and remedies provided under this Lease or by law, Lessor shall

be entitled to collect from Lessee, and Lessee shall pay to Lessor as additional rent, any and all expenses Lessor incurs with respect to such liens and claims (including any legal fees and disbursements).

- I. When Lessor installs a PWDS in the Terminal, to the extent applicable, Lessee will connect to and utilize Lessor's PWDS and pay any applicable charges in accordance with prevailing Lessor policy applicable to all Terminal users.

Section 6.05. Lessor Modification and Relocation

- A. Lessee acknowledges that some time during the term of this Lease, due to terminal projects, other renovation, or to accommodate an airline that initiates or expands air transportation at the Airport, Lessor may require Lessee to relocate its operations, in whole or in part, or the Lessor may modify any portion of the Premises, if Lessor determines that the relocation or modification is necessary or desirable for the safe and efficient operation of the Terminal. Lessor agrees to give Lessee a thirty (30) day written notice prior to relocation or modification. Lessee acknowledges that although there may be other space in the renovated terminal for Lessee's use, Lessor makes no guarantee to replace the space. In this event, any relocation of the Premises would be at Lessee's sole expense.

Under the terms of this Terminal Lease, Lessor is not responsible to Lessee for reimbursement of past Premises build-out expenses, relocation, or replacement space.

- B. If Lessor determines that relocation is required, Lessee, at its sole expense, will relocate its operations to the new location if a new location is available and if Lessor agrees to substitute the Premises for any new space. Lessee, at its sole expense, will provide any fixture, furnishing, or equipment that Lessee finds necessary or desirable to fully use the new leased space, including the cost to construct and the build out or to finish the new space. Lessee then agrees to vacate and surrender the former Premises according to Article 9: Termination and Default. Lessee will perform its obligations under this Article in an expeditious manner. Lessor will not be responsible for any financial loss that Lessee may incur because of relocation under this Article.

ARTICLE 7 **INDEMNIFICATION AND INSURANCE**

Section 7.01. Indemnification and Fault Allocation

- A. Lessee shall, to the fullest extent, defend, hold harmless, and indemnify Lessor and its agents and employees against any and all losses or obligations that arise from Lessee's operations or activities on the Airport (or elsewhere, if such operations or activities are undertaken in Lessee's performance of services under this Lease), unless such losses or obligations arise from the independent fault of

Lessor or Lessor's agents and employees. The term "independent fault" refers to negligence or culpable conduct occurring other than: in Lessor's selection, administration, monitoring, or controlling of the Lessee, or in Lessor's approval or acceptance of the Lessee's work.

- B. With respect to any amount paid by Lessor or Lessee to others for personal injury or property damage resulting in part from Lessor's independent fault and Lessee's negligence, Lessee and Lessor shall reimburse each other, as applicable, according to the principles of comparative fault and fault allocation. However, this provision for reimbursement according to comparative fault and fault allocation is not intended to affect the rights of any person who is not a party to this Lease.
- C. Lessee shall give Lessor prompt notice of any suit, claim, action, or other matter affecting Lessor to which any portion of this Section may apply, together with a copy of any letter by an attorney on behalf of a complainant, any complaint filed in court, or any notice or complaint by any regulatory agency. In the event Lessee undertakes legal action to defend, hold harmless, and indemnify Lessor and its agents and employees in accordance with Paragraph A. above, Lessee shall secure counsel acceptable to Lessor and to Lessee's insurance and the Alaska Department of Law to carry out Lessee's defense, indemnity, and hold harmless obligations. Lessor shall have the right, at its option and own cost, to secure additional counsel to participate in the Lessee's defense of Lessor, including in settlement negotiations. However, such participation shall not relieve Lessee of any of its defense, hold harmless, and indemnity obligations. Lessee's defense, hold harmless, and indemnity, obligations are in addition to, and not limited by, Lessee's obligation to provide insurance, described in Section 7.02, immediately below. Moreover, Lessee's defense, hold harmless, and indemnity, obligations shall survive the expiration or termination of this Lease to the extent that claims for loss or obligation are asserted subsequent to the Lease's expiration or termination.

Section 7.02. Insurance

- A. Notwithstanding and without limitation to Lessee's defense, hold harmless and indemnity obligations, and notwithstanding and without limitation to both Lessor's and Lessee's reimbursement obligations based on comparative fault and fault allocation, it is agreed that Lessee shall purchase at its own expense, and shall maintain in force at all times during the performance of activities under this Lease, insurance coverage for property damage, bodily injury and death, and with contractual liability endorsements, insuring all of Lessee's operations under this Lease, equally protecting both Lessor and Lessee. The policy or policies must afford coverages in dollar amounts not less than those set forth below. Where specific limits are set forth below, it is understood that they shall be the minimum acceptable limits. If the Lessee's policy or policies contain higher limits, Lessor shall be entitled to coverage to the extent of such higher limits, just as

Lessor shall be entitled to coverage to the extent of the minimum acceptable limits. The policies and minimum dollar amounts of coverage will be consistent with prudent airport industry practices and this Lease. The following shall be the minimum dollar amounts of coverage for liability insurance or equivalent insurance:

1. Airport Liability insurance that includes product and completed operations coverage, contractual liability coverage, and pollution coverage endorsement(s), with coverage limits of not less than \$1,000,000 bodily injury and property damage per accident or occurrence, \$2,000,000 per year aggregate;
 2. Automobile Liability insurance with coverage of not less than \$1,000,000 bodily injury and property damage per accident or occurrence, \$2,000,000 per year aggregate, if applicable.
- B. It is further agreed that Lessee shall purchase at its own expense and shall maintain in force at all times during performance of the Lease, Workers Compensation insurance with coverage for all employees engaged in work under this Lease in conformity with AS 23.30. Where applicable, such Workers Compensation insurance coverage shall conform to other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The Workers Compensation insurance described in this paragraph shall afford coverage for any subcontractor who directly or indirectly provides services under the Lease. The Lessee's policy or any subcontractor's policy secured in order to ensure Lessee's compliance with this paragraph must, to the extent permissible under the law, waive the insurer's right of subrogation as to claims against Lessor, its agents, and employees.
- C. Certificates of Insurance must be furnished to the Lessor prior to beginning operations at the Airport and must contain notice provisions in the event of cancellation, non-renewal, or material change of condition. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Lease and shall be grounds for termination of this Lease. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21. Each policy, except for Workers' Compensation, must state that it is primary, without any right to contribution from any other insurance, including self-insurance that may be carried by Lessor. Where any such policy has a normal expiration during the term of this Lease, Lessee will provide, prior to such expiration, a certificate or other satisfactory written evidence of continued coverage.
- D. A certificate on forms prescribed by Lessor or on forms approved by Lessor certifying coverage of required insurance, and a declarations page or other evidence of the types, limits, deductibles, exclusions, and endorsements must be

delivered to Lessor within thirty (30) days of the effective date of this Lease. The certificate must identify Lessor's reference number for this Lease.

- E. The failure by either party at any time to enforce the provisions in this Section will not be construed as a waiver of these provisions and will not reduce either party's obligations under this Lease.
- F. Lessor reserves the right to modify the requirements of this Section provided that such modifications are reasonable and appropriate.

Section 7.03. Additional Insured

Lessee agrees that every insurance policy, except for Workers' Compensation, required under Section 7.02 A. will include an endorsement identifying Lessor as an additional insured. Each policy must provide protection for Lessor in the same manner as though a separate policy had been issued to Lessor. Each policy must contain, to the extent available, a waiver of the insurer's subrogation as to the rights of Lessor and its employees and agents. Additionally, each policy must provide liability coverage for claims between Lessor and Lessee alleging set-off, fault allocation, or counterclaim, or asserting any defense to which Lessee or Lessor, its employees, or agents may be entitled. Further, each policy must specify that coverage as to Lessor may not be invalidated by any action or inaction of Lessee, including any breach by Lessee of any representation, declaration, condition, or warranty contained in the policy.

Section 7.04. Notice of Claim

Each party will give the other party prompt and reasonable notice of any suit, claim, or action to which the indemnity provisions of Section 6.01 would apply or relating in any way to this Lease.

ARTICLE 8 **ASSIGNMENT AND SUBLEASE**

Section 8.01. Assignment or Sublease

- A. Assignment: Lessee shall not assign all or any portion of this Lease. No assignment, whether written, verbal, or implied, is valid under any circumstance. If this Lease is assigned pursuant to the bankruptcy code, 11 USC Section 101 et seq., any consideration for the assignment greater than the value of Lessee's improvements and personal property on the Premises is the exclusive property of Lessor and is not the property of Lessee or Lessee's estate under the Bankruptcy Code.
- B. Sublease: Lessee shall not enter into any sublease of Premises under this Lease without the advance written approval of Lessor, and any attempted sublease

without such advance written approval will be void and of no effect. Lessor will not unreasonably withhold such approval.

1. The Airport Director may approve a sublease of all or a portion of Lessee's Premises so long as Lessee is not in default of any obligation under this Lease, and if:
 - a. in the Airport Director's opinion, the sublease is in the best interest of the Airport's operation;
 - b. Lessee subleases the space for an amount not exceeding the rent Lessor charges for that space plus Lessee's maintenance and operation costs, an additional allowance for amortization of Lessee's improvements; and
 - c. the term of any sublease does not extend beyond the expiration of the term of this Lease.
2. Lessor's consent to any sublease does not relieve Lessee of the necessity of obtaining Lessor's consent to any future sublease.

Section 8.02. Merger

This Article does not prevent the assignment of this Lease to any corporation or business entity that merges, consolidates, or succeeds to the business of Lessee, so long as

1. Lessee is not in default under this Lease; and
2. the successor corporation or business entity assumes the rights and obligations of this Lease and written documentation of the assignment and acceptance of obligations is given to Airport Director within thirty (30) days after the effective date of the merger, consolidation, or succession.

ARTICLE 9 **TERMINATION AND DEFAULT**

Section 9.01. Termination by Either Party

In addition to the following provisions of this Article, either party may terminate this Lease by giving the other party at least thirty (30) days' prior written notice.

Section 9.02. Partial Termination Due to Damage or Destruction

If fire or other casualty damages any Premises, Terminal, or other structures, or any portions of them, Lessor may, at its sole discretion, either repair the damage or cancel this Lease and require Lessee to vacate.

If the damaged space is to be repaired, Lessor will repair the damage with due diligence and will abate the rent allocated to the particular building, room, or other portion of the space rendered untenable for the period from the occurrence of the damage to the completion of the repairs. Lessor will do its best to provide Lessee with any available temporary substitute space at the rent deemed reasonable by Lessor until the repairs are completed.

Section 9.03. Termination by Lessor

Pursuant to Section 6.05, Lessor may terminate this Lease on thirty (30) days' written notice if necessary to repair, renovate or modify the Terminal or apron.

Section 9.04. Default by Lessee and Cancellation by Lessor

- A. If Lessee violates a term of this Lease and Lessor considers the violation to be a material deviation from the requirements of this Lease, Lessor will mail or deliver a written notice to Lessee of the violation. The notice must allow Lessee thirty (30) days to correct the violation unless the violation constitutes an imminent threat to public health or safety.
- B. If Lessee does not correct the violation by the time allowed in the notice, Lessor shall:
 - 1. grant an extension of time to correct the violation if Lessee shows good cause;
 - 2. take enforcement action as provided under this Lease or as available by law; or
 - 3. cancel this Lease and invalidate all personal identification badges and vehicle identification issued to Lessee.
- C. If Lessor determines that a violation creates an imminent threat to public health or safety, Lessor shall
 - 1. direct Lessee to stop the activity immediately;
 - 2. provide Lessee less time than otherwise specified in this Lease to correct the violation; or
 - 3. correct the violation.
- D. If Lessor acts to correct a violation that constitutes an imminent threat to public health or safety as provided under Subsection 9.04.C., Lessee shall reimburse

Lessor for any cost, including legal and administrative costs reasonably incurred by Lessor in acting to correct the violation.

- E. A notice of cancellation issued by Lessor to Lessee under this Section is stayed if, within the thirty (30) day notice period, Lessee begins and continues expeditious action to cure the breach in the case of a breach that cannot reasonably be cured within thirty (30) days. Lessor, at its sole discretion, will determine if a breach cannot reasonably be cured within thirty (30) days and what constitutes expeditious action.
- F. Without limitation, the following shall be deemed violations of material obligations of this Lease, or material deviations from the requirements of this Lease:
 - 1. Lessee fails to pay when due any rent, charge, or fee specified in this Lease, including any increase made under this Lease.
 - 2. Lessee's check for payment of any rent, charge, or fee owed to Lessor by Lessee is returned for insufficient funds.
 - 3. Lessee uses the Premises for any purpose not authorized by this Lease.
 - 4. Lessee files a petition of bankruptcy, or one is filed against Lessee.
 - 5. A court enters a judgment of insolvency against Lessee.
 - 6. A trustee or receiver is appointed for Lessee's assets in a proceeding brought by or against Lessee.
 - 7. Lessee fails to perform or comply with any provision of this Lease.
 - 8. Lessee is in violation of a provision of AS 02 or 17 AAC 42.
- G. Lessee may protest Lessor's decision to enforce or cancel this Lease in accordance with 17 AAC 42.910.

Section 9.05. Surrender of the Premises

- A. Lessor is not required to give Lessee notice to quit possession of the Premises at the expiration of this Lease. Upon the expiration or termination of this Lease, Lessor has the right to take possession of the Premises. Lessee agrees to surrender the Premises peaceably and in good condition, except for reasonable wear and tear. If Lessee fails to leave the Premises in good condition, as determined by Lessor, Lessee will reimburse Lessor for all costs Lessor incurs to repair and restore the Premises.

- B. Lessee shall, after the expiration, cancellation, or termination of this Lease and subject to any duty Lessor may have to mitigate damages, continue to pay rent to Lessor and to abide by all other Lease obligations, including maintenance of the Premises and provision of evidence of insurance coverage for the Premises, through the date on which Lessee relinquishes possession of and completely vacates the Premises, having, at Lessee's expense and without cost to Lessor, as provided under 17 AAC 42.245 and 17 AAC 42.250, as applicable:
1. remediated, consistent with applicable law, any Contamination Lessee caused, materially contributed to, or assumed under an assignment;
 2. removed or otherwise disposed of any Lessee-owned permanent improvements and personal property; and
 3. restored the Premises to a neat and clean physical condition acceptable to Lessor.

Section 9.06. Ownership of Improvements

- A. The ownership of improvements, furnishings, equipment, and fixtures that are constructed or installed on the Premises by Lessee is as follows:
1. Title to all removable furniture, furnishings, equipment, or fixtures remains vested in Lessee at all times during the term of this Lease.
 2. Title to any structure or other improvement that cannot, in Lessor's reasonable determination, be removed without damage to the Premises, vests in Lessor upon the expiration or final termination of this Lease or its extension. These improvements include interior walls, ceilings, carpeting, finished flooring, electrical wiring, air conditioning ducts and equipment, furnishings, interior decoration, or finishing.
- B. Lessee may not abandon any property on the Premises without the advance written consent of Lessor. Title to any property not removed by Lessee at the expiration or termination of this Lease immediately vests in Lessor at Lessor's option. At its sole expense, Lessee will restore all damaged Lessor property to its previous condition or reimburse Lessor for the expense to repair any property damage.

Section 9.07. Holdover

If Lessee holds over and remains in possession of the Premises after the expiration, cancellation, or termination of this Lease, provided Lessee has applied for renewal, the holding over will not operate as an extension of the term of this Lease, but, with the consent of Lessor, creates only a month-to-month tenancy, regardless of any rent or fee

payments accepted by Lessor. Lessee's obligations for performance under this Lease will continue during the month-to-month tenancy, and either party may terminate the month-to-month tenancy at any time by giving the other party at least thirty (30) days' prior written notice. If Lessee holds over, Lessee will pay the then-current fees for use of the Airport and Premises.

ARTICLE 10

COMPLIANCE WITH LAW, TAXES, AND NON-DISCRIMINATION

Section 10.01. Compliance with Law

- A. At no expense to the Lessor, Lessee will conduct all activities or business authorized by this Lease in compliance with all present and future statutes, regulations, ordinances, and laws of all federal, state, and local governments, including those relating to the leasing of lands and facilities and the granting of privileges at state airports, and all Airport Directives that are either now or in the future in force that apply to the activities or business authorized in this Lease or to the use, care, operations, maintenance, and protection of the Airport, including matters of health, safety, sanitation, and pollution.
- B. Lessee shall obtain all necessary licenses and permits and pay other fees and charges assessed under applicable public statutes or ordinances.
- C. Lessee shall comply with applicable requirements imposed on the Airport by federal laws to ensure that eligibility for federal money or for participation in a federal aviation program by the Airport is not jeopardized, and with all applicable orders issued by Lessor.
- D. This Lease is governed by the laws of the State of Alaska. Any legal action involving this Lease must be filed by Lessee in the courts of the State of Alaska, Third Judicial District at Anchorage.

Section 10.02. Taxes

- A. Lessee shall pay all taxes (including any possessory interest tax, assessment, or similar charge) that at any time during this Lease may be levied or lien against Lessee, against the Premises made available for Lessee's use, or against Lessee's personal property. Lessee will pay such taxes, assessments, or charges directly to the taxing or assessing authority.
- B. Lessee shall indemnify and defend Lessor from all costs that result directly or indirectly from any tax or assessment for which Lessee is liable, including taxes, penalties, expenses, or reasonable attorney's fees incurred by Lessee.
- C. Upon termination of this Lease, Lessee shall promptly pay in full all due and payable taxes and liens.

- D. Nothing in this Lease shall prevent Lessee from challenging any taxes or special assessments to the appropriate authority under applicable procedures.

Section 10.03. Non-Discrimination

- A. Lessee shall ensure that Lessee and Lessee's agents and personnel, including any officer or employee, and anyone else acting by, on behalf of, or under the authority of Lessee on the Airport and any of Lessee's contractors, sublessees, and guests, including any vendor or customer, on the Premises do not discriminate on the grounds of race, creed, color, national origin, age, sex, disability, marital status, change in marital status, pregnancy, or parenthood against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. Lessee recognizes the right of Lessor to take any action necessary to enforce this covenant, including actions required pursuant to any federal or state law.
- B. Lessee shall undertake an affirmative action program as required by 14 CFR part 152, subpart E, and the American Disabilities Act of 1990 to ensure that no person shall, on the grounds of race, creed, color, national origin, age, sex, disability, marital status, change in marital status, pregnancy, or parenthood be excluded from participating in any employment, contracting, or leasing activities covered by 14 CFR part 152, subpart E or the American Disabilities Act of 1990. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by said subpart or act. Lessee assures that it will require that its covered organizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR part 152, subpart E or the American Disabilities Act of 1990, to the same effect.

Lessee shall comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR part 152, subpart E, the American Disabilities Act of 1990, a part of the affirmative action program, and by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee shall use state or local affirmative action plans in lieu of any affirmative action plan or steps required by 14 CFR part 152, subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Lessee shall obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR part 152, subpart E. Copies of 14 CFR part 152, subpart E, and the American Disabilities Act of 1990 are available from Lessor.

ARTICLE 11

GENERAL PROVISIONS

Section 11.01. Delivery of Notices

- A. Required notices must be hand delivered or sent by facsimile (but only if followed by a confirmation copy sent by one of the other methods of delivery), registered or certified mail, or sent by a reputable overnight delivery service to the appropriate party at the address listed on Page 1 of this Lease or to any other address that the Parties subsequently designate in writing. All notice periods begin on the date of receipt of written notice at the address listed on Page 1.
- B. Unless otherwise agreed to in writing, Lessee shall supply Lessor as promptly as possible, and in any event within fifteen (15) business days after Lessee first receives or sends the same, a copy of any claim, report, complaint, notice, lien, warning, or asserted violation relating in any way to the Premises or Lessee's use of the Airport.

Section 11.02. Severability

If any provision of this Lease is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

Section 11.03. Officers, Agents, and Employees

No commissioner, councilman, manager, director, officer, agent, employee, or other representative of either party may be charged personally nor held contractually liable by the other party for the enforcement, attempted enforcement, or breach of this Lease if acting within the scope of their duties. Lessor and Lessee remain liable for the acts of these persons that are within the scope of their duties.

Section 11.04. Subordination to Agreements with the U.S. Government

This Lease is subject to any present or future agreement between Lessor and the United States of America concerning the operation or maintenance of the Airport. Lessee may not hold Lessor liable for any failure to perform any part of this Lease as a result of any national emergency declared by the federal government.

Section 11.05. Modification

Lessor may modify this Lease to meet the revised requirements of federal or state grants or to conform to the requirements of any revenue bond covenant that the State of Alaska is a party to, provided that a modification does not reduce the rights or privileges granted Lessee under this Lease or act to cause Lessee financial loss. Lessee shall be notified of any such modification.

Section 11.06. Waiver

A waiver by Lessor of any default by Lessee of any provision of this Lease will not operate as a waiver of any subsequent default. If Lessor waives a default, Lessor is not required to provide notice to Lessee to restore or revive any provision under this Lease. The waiver by Lessor of any provision in this Lease cannot be enforced or relied upon unless the waiver is in writing and signed on behalf of Lessor.

Lessor's failure to insist upon the strict performance by Lessee of any provision in this Lease is not a waiver or relinquishment for the future, and the provision will continue in full force.

Section 11.07. Force Majeure

Neither Lessor nor Lessee will be in violation of this Lease if it is prevented from performance by reason of strike, boycott, labor dispute, embargo, shortage of energy or materials, act of God, act of public enemy, act of superior governmental authority, weather condition, riot, rebellion, sabotage, or any other circumstance for which it is not responsible, and which is beyond its control.

Section 11.08. Abandoned Property

Title to property abandoned by Lessee on the Premises automatically vests in Lessor unless the property is contaminated with any Hazardous Substance or rejected by Lessor by a written notice to Lessee or the property's automatic vesting would violate a statute or regulation.

Section 11.09. Natural Disasters

If the Parties agree in writing that the Premises are unusable, not due to the fault or negligence of either party, to the extent that performance of this Lease is impossible, this Lease may be terminated upon thirty (30) days' notice to the other party. If Lessee elects to continue to operate, Lessor is under no obligation to continue to perform. Causes for termination under this provision include acts of God, fires, floods, epidemics, quarantine restrictions, earthquakes, landslides, mudslides, avalanches, tsunamis, or volcanic activity.

Section 11.10. Captions

The captions of the provisions of this Lease are for convenience only and do not necessarily define, limit, describe, or construe any provision of this Lease. The language in all parts of this Lease must be construed according to its fair meaning and not strictly for or against either Lessor or Lessee.

Section 11.11. Modification Necessary for Grant of FAA Funds

If the FAA requires that this Lease be amended as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to any amendment that is reasonably required in order to enable Lessor to obtain the grant of funds.

Section 11.12. Consent not to be Unreasonably Withheld

Neither Lessor nor Lessee will unreasonably withhold any consent or approval required by this Lease.

Section 11.13. Independent Contractor

Lessee is neither an agent nor an employee of Lessor but is an independent contractor with respect to all Lessee's activities on the Airport, including any installation, construction, or service provided.

Section 11.14. Interrelationship of Provisions

All provisions of this Lease, drawings attached as exhibits, supplements, and any addenda are essential parts of this Lease and are intended to be cooperative, provide for the use of the Premises, describe the respective rights and obligations of the Parties to this Lease, and are incorporated into this Lease. In case of a discrepancy, computed dimensions govern over scaled dimensions unless obviously incorrect.

Section 11.15. Entire Lease

Except as described in Section 11.19, this Lease with all attached exhibits constitutes the entire agreement between Lessor and Lessee at the Airport. Until signed by the Commissioner of the Department of Transportation and Public Facilities or a designated representative, this Lease is of no effect. Except as otherwise stated in Sections 11.05 and 11.11 of this Lease, this Lease may only be amended in writing and signed by authorized representatives of both Parties.

Section 11.16. Condemnation

Lessee's rights and privileges under this Lease are subject to cancellation upon relatively short notice; the Parties agree that Lessee has no property interest under this Lease, the taking of which could entitle Lessee to compensation.

Section 11.17. Subordination to Bond Resolution

This Lease is subordinate in all respects to the provisions of Bond Resolution No. 99-01 adopted by the State Bond Committee of the State of Alaska and any supplemental, additional, and superseding resolutions providing for the issuance of bonds.

Section 11.18. Integration and Merger

This Lease sets forth all the rights, privileges, and obligations of the Parties and supersedes any previous understandings or agreements regarding the Premises or the rights granted by this Lease whether oral or written. Unless specifically authorized within a provision, no modification or amendment of this Lease is effective unless in writing and signed by authorized representatives of both Parties.

Section 11.19. Pre-existing Agreements

None.

Section 11.20. Liens

Lessee shall keep the Premises and improvements placed on the Premises free of all liens, other than by assignment for security purposes as approved in writing by Lessor to pay any cost for labor and materials arising out of any construction or improvements by Lessee on the Premises.

Section 11.21. Additional Information

Lessor may, from time to time, require Lessee to provide such documentation as Lessor may reasonably require to establish Lessee's continuing qualification for this Lease.

Section 11.22. Damages, Costs and Fees Incurred to Enforce Lease

Lessee shall pay, within thirty (30) days of Lessor's billing date, any cost or damage, including legal and administrative costs, that Lessor incurs due to the failure of Lessee to comply with a provision of this Lease, or otherwise to enforce this Lease. Such costs and damages shall include any expense incurred by Lessor under Section 6.03 to perform any action required of Lessee or under Article 9: Termination and Default, to correct a violation of a term of this Lease, as well as all reasonable actual expenses, costs, and attorney fees Lessor may incur, with or without formal action, to enforce, defend, or protect this Lease or Lessor's rights under this Lease, including any expense incurred with respect to environmental compliance or bankruptcy. Any amount payable under this paragraph will constitute additional rent, will be subject to Article 5: Rents and Fees, and will be subject to default for non-payment under Article 9: Termination and Default.

Section 11.23. Special Covenants

NONE

IN WITNESS WHEREOF, the Parties have set their hands and day and year as stated in the acknowledgments below.

I certify that I have read, understand, and agree on behalf of the below named corporation to comply with the terms and conditions of this Lease and that all information furnished in this Lease is current, complete, and accurate.

STATE OF _____) Signature: _____
)ss. _____
) Printed: _____
(Judicial District or County) Title: _____

THIS IS TO CERTIFY that on this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, known to me to be an officer of the above-named corporation, and who executed the same for and on behalf of said corporation, and who is fully authorized by said corporation so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above.

Notary Public in and for _____
My Commission Expires: _____

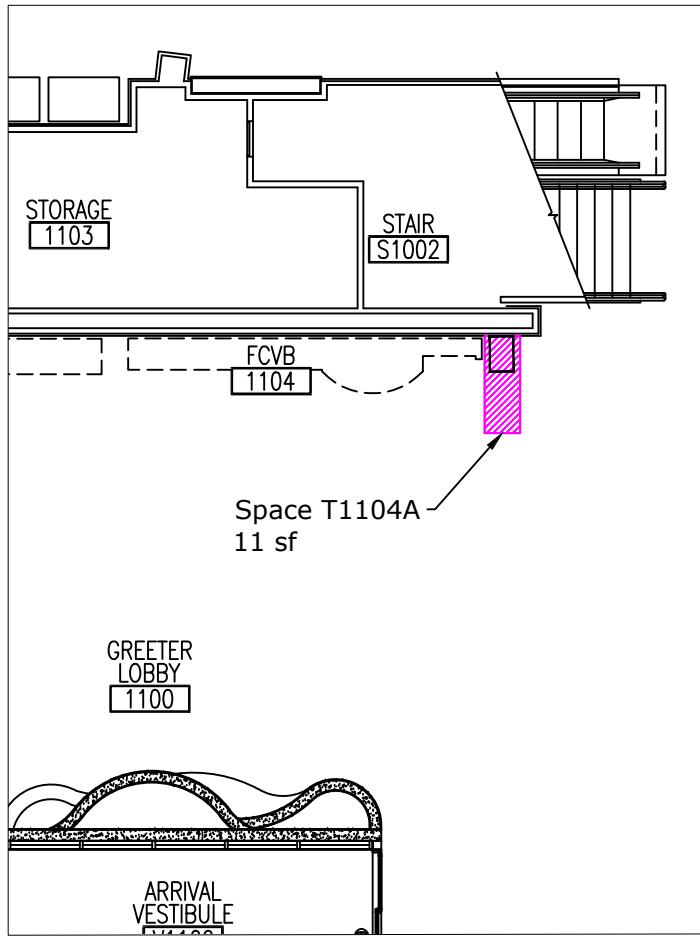
Entered into on behalf of the State of Alaska, Department of Transportation and Public Facilities, Fairbanks International Airport.

STATE OF ALASKA) Christel Burgess
)ss. Chief of Leasing
FOURTH JUDICIAL DISTRICT)

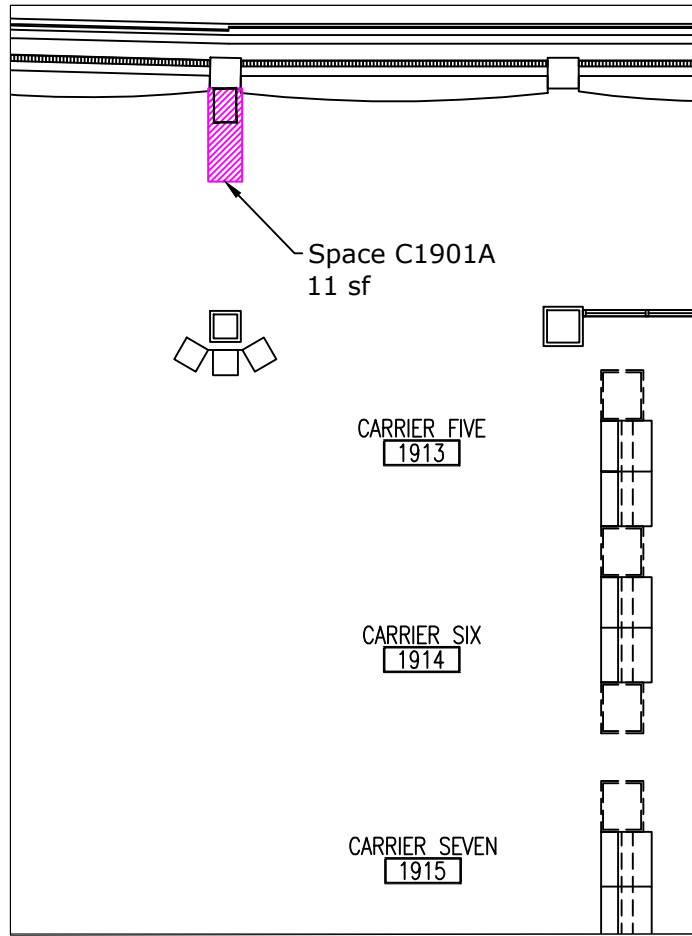
THIS IS TO CERTIFY that on this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Alaska, duly sworn and commissioned, appeared **CHRISTEL BURGESS**, known to me to be the **CHIEF OF LEASING** at Fairbanks International Airport, Department of Transportation and Public Facilities, State of Alaska, and who acknowledged to me that the foregoing instrument was freely and voluntarily executed on behalf of the State of Alaska, Department of Transportation and Public Facilities, Fairbanks International Airport, for the uses and purposes therein set forth and who is authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.

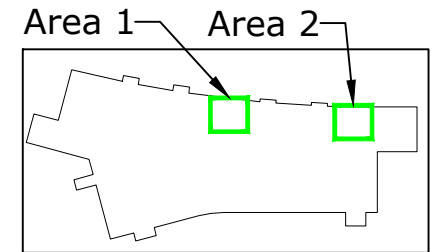
Notary Public in and for Alaska
My Commission Expires: _____



First Floor: Area 1



First Floor: Area 2



1st Floor Key Plan

BY	DATE	REVISIONS

Sample ATM Agreement
Space T1104A, and C1901A
22 SF (1st Floor)
ADA-90967

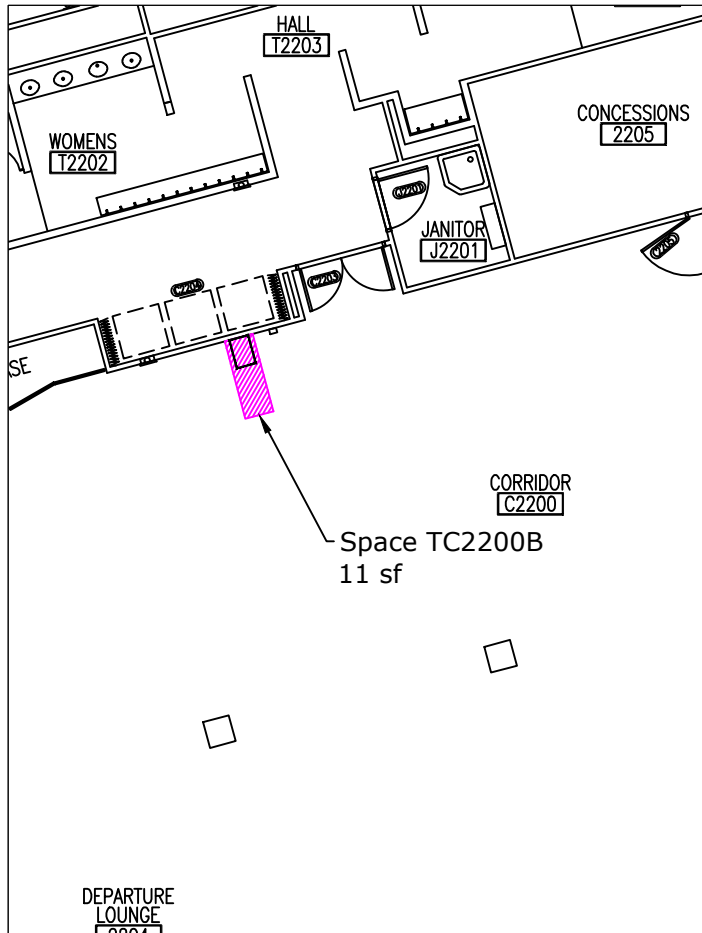
Exhibit A
Airport Terminal Layout – First Floor
March 2024



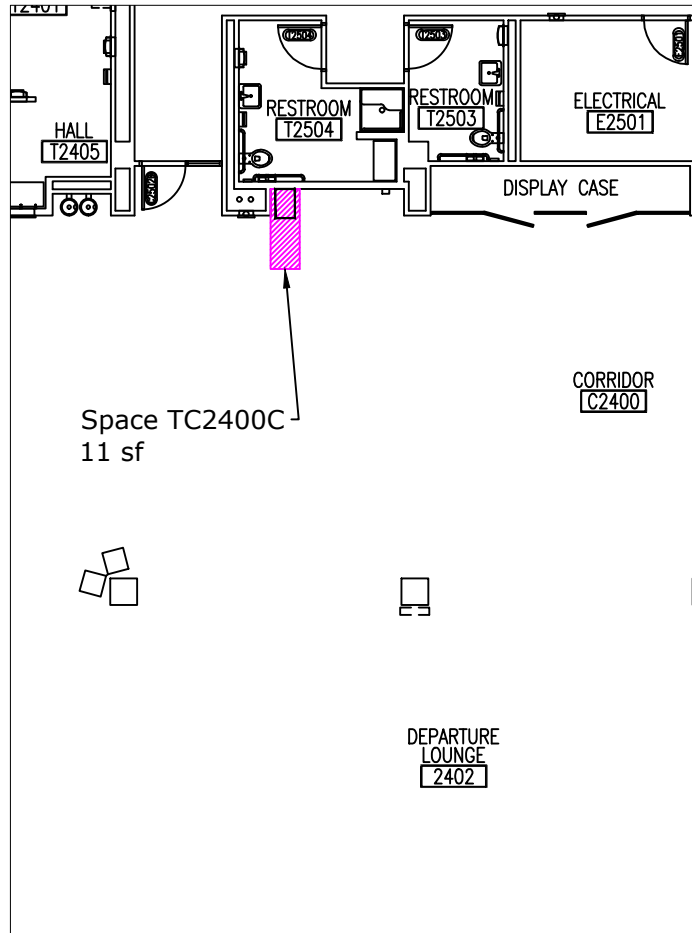
Fairbanks
International
Airport

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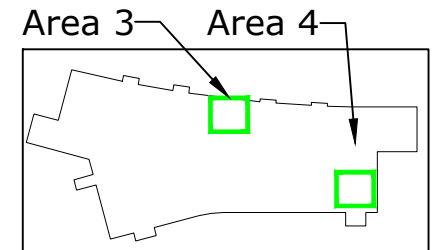
P:\ENGINEERING\Drawings\FAI LEASING\Terminal Space Exhibits\2021 Terminal Maps - ATM-ATM Exhibit2 Tue, Jan/02/24 08:15am



Second Floor: Area 3



Second Floor: Area 4



2nd Floor Key Plan

BY	DATE	REVISIONS

Sample ATM Agreement
Space TC2200B, and TC2400C
22 SF (2nd Floor)
ADA-90967

Exhibit A
Airport Terminal Layout – Second Floor
March 2024



Fairbanks
International
Airport

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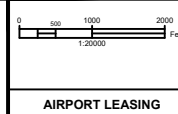
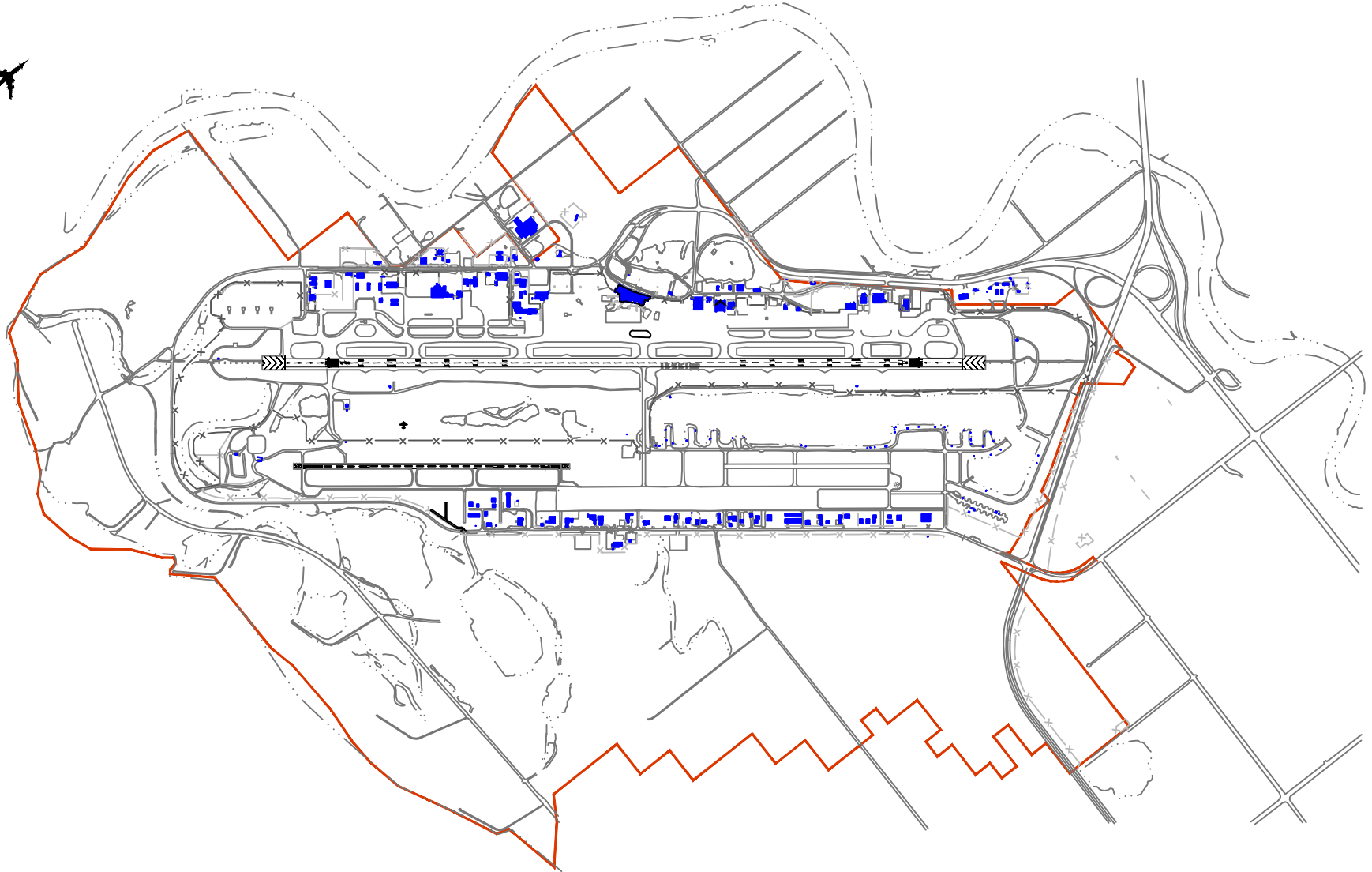


EXHIBIT B
FAI Property Boundary
2023 OAPTL
Dated: July 1, 2023 - Revision 0

SHEET
1 /
of
1

Fairbanks International Airport

ADA-106168/109467

Alaska ATM CAR

FY 2020 - FY 2023

FY2020													
Space No.	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
T1104A	353	352	259	327	215	271	305	203	198	65	56	86	2,690
T1900B	144	252	125	66	75	131	150	154	107	55	13	14	1,286
TC2200B	96	85	57	26	34	25	36	21	7			1	388
TC2400C	220	276	195	90	164	224	140	194	138	24	31	52	1,748
Total Trax	813	965	636	509	488	651	631	572	450	144	100	153	6,112
\$1.56 @ Trax	1,268	1,505	992	794	761	1,016							6,337
\$2.15 @ Trax*							1,357	1,230	968	310	215	329	4,408
Total Fees	1,268	1,505	992	794	761	1,016	1,357	1,230	968	310	215	329	10,744

FY2021													
Space No.	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
T1104A	94	91	112	100	109	103	134	106	166	129	151	184	1,479
T1900B		1	31	28	36	31	15	19	24	22	28	27	262
TC2200B	2	4	1	2	12	9	15	18	16	12	37	65	193
TC2400C	83	66	67	81	53	79	82	70	102	79	101	163	1,026
Total Trax	179	162	211	211	210	222	246	213	308	242	317	439	2,960
\$2.15 @ Trax	385	348	454	454	452	477	529	458	662	520	682	944	6,364

FY2022													
Space No.	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
T1104A	189	193	233	160	174	225	112	99	203	103	104	111	1,906
T1900B	30	65	29	18	17	12	14	52	9	5	32	34	317
TC2200B	63	63	40	23	20	35	33	35	30	34	53	56	485
TC2400C	173	196	154	128	130	139	153	132	156	154	101	155	1,771
Total Trax	455	517	456	329	341	411	312	318	398	296	290	356	4,479
\$2.15 @ Trax	978	1,112	980	707	733	884	671	684	856	636	624	765	9,630

FY2023													
Space No.	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
T1104A	143	206	148	82	115	42	52	44	38	26	40	31	967
T1900B	20	40	29	21	28	15	21	26	22	33	44	57	356
TC2200B	71	43	43	10	47	19	9	33	26	18	21	33	373
TC2400C	172	165	162	75	120	70	68	64	41	62	61	67	1,127
Total Trax	406	454	382	188	310	146	150	167	127	139	166	188	2,823
\$2.15 @ Trax	873	976	821	404	667	314	323	359	273	299	357	404	6,069

FAI CY2021 ENPLANED PAX													
Air Carrier	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD
Int'l Sig													
Condor													
Total Int Sig													
Int'l Non-Sig													
Air North													
Total Int Non-Sig													
Total Int'l													
Dom Sig													
Alaska	14,960	15,313	21,668	22,091	24,034	28,706	33,047	30,921	27,473	29,319	28,931	32,420	308,883
American					2,347	6,375	9,414	8,868	6,814	0	0	0	33,818
Corvus	206	242	528	152	85	49	46	54	43	41	38	41	1,525
Delta	1,380	1,341	3,042	2,247	6,426	11,259	14,929	12,314	8,540	4,206	3,566	2,893	72,143
Sun Country						65	353	138	0	0	0	0	556
Tatonduk		78	292	299	343	401	500	500	351	407	408	364	3,943
United						1160	2424	3,273	1,785	142	0	0	8,784
Total Dom Sig	16,546	16,974	25,530	24,789	33,235	48,015	60,713	56,068	45,006	34,115	32,943	35,718	429,652
Dom Non-Sig													
40 Mile	4	13	12	14	14	28	24	27	15	17	23	17	208
Alascom		4	17	26	5	35	5	9	13	0	3	8	125
Conoco-BP	134	0	0	0	0	14	0	0	0	0	0	0	148
Warbelow's	227	276	360	230	333	946	942	746	894	447	522	478	6,401
Wright	1,072	858	1,707	1,724	2,212	2,998	2,753	2,958	1,684	1,802	1822	1812	23,402
Total Dom Non-Sig	1,437	1,151	2,096	1,994	2,564	4,021	3,724	3,740	2,606	2,249	2,344	2,290	30,284
Total Dom	17,983	18,125	27,626	26,783	35,799	52,036	64,437	59,808	47,612	36,364	35,287	38,008	459,936
Total													
FAI CY2021 DEPLANED PAX													
Air Carrier	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	
Int'l Sig													
Condor													
Total Int Sig													

Int'l Non-Sig													
Air North													
Total Int Non-Sig													
Total Int'l													
Dom Sig													
Alaska	16,055	15,569	21,928	21,743	24,514	29,264	33,041	31,545	25,062	24,963	28,703	21,898	294,285
American					3,057	8,170	9,410	7,625	5,490	0	0	0	33,752
Corvus	235	229	705	144	59	50	49	77	0	54	49	42	1,693
Delta	1,344	1,286	3,029	2,068	7,608	14,673	16,509	11,627	7,288	3,730	3,544	2,734	75,440
Sun Country						122	265	124	0	145	0	0	122
Tatonduk		90	302	311	229	323	438	438	315	361	296	330	3,433
United						1332	2808	3757	1598	190	0	0	9,685
Total Dom Sig	17,634	17,174	25,964	24,266	35,467	53,934	62,520	55,193	39,753	29,443	32,592	25,004	418,410
Dom Non-Sig													
40 Mile	4	17	9	12	11	25	22	30	25	22	15	22	214
Alascom		4	17	26	5	25	7	7	15	0	8	10	124
Conoco-BP	3	12	82	44	0	0	25	0	0	0	0	0	166
Warbelow's	236	271	356	224	273	818	829	691	733	372	412	339	5,554
Wright	995	908	1,718	1,777	1,945	2,650	2,623	2,499	1,729	1,874	1882	1805	22,405
Total Dom Non-Sig	1,238	1,212	2,182	2,083	2,234	3,518	3,506	3,227	2,502	2,246	2,294	2,144	28,386
Total Dom	18,872	18,386	28,146	26,349	37,701	57,452	66,026	58,420	42,255	31,689	34,886	27,148	446,796
Total													446,796

[illegible]

Total Int Non-Sig	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Int'l	0	0	0	0	0	0	0	0	0	0	0	0	0
Dom Sig													
Alaska													
American													
Corvus									45	45	45	45	180
Delta													
Sun Country													
Peninsula													
Tatonduk													
United						1,348	3,239	2,523					7,110
Total Dom Sig	0	0	0	0	0	1,348	3,239	2,523	45	45	45	45	7,290
Dom Non-Sig													
40 Mile													
Alascom													
Conoco-BP													
FBO/Other													
Hageland													
Sierra Pacific													
Warbelow's													
Wright													
Total Dom Non-Sig	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Dom	0	0	0	0	0	1,348	3,239	2,523	45	45	45	45	
Total	0	0	0	0	0	1,348	3,239	2,523	45	45	45	45	7,290

FAI CY2022 ENPLANED PAX													
Air Carrier	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
Int'l Sig													
Condor						253	798	662	324				
Total Int Sig						253	798	662	324				2,037
Int'l Non-Sig													
Air North					378	994	1,032	1,246	127				
Total Int Non-Sig					378	994	1,032	1,246	127				3,777
Total Int'l					378	1,247	1,830	1,908	451				5,814
Dom Sig													
Alaska	26,670	29,811	27,561	29,277	29,607	30,291	34,065	38,325	35,616	34,048	33,171	36,915	385,357
Northern Pacific	41	40	42	39	58	50	59	54	40	38	47	36	544
Delta	3,055	2,858	3,216	3,098	6,872	10,275	12,647	12,569	8,095	3,208	2,808	3,255	71,956
Tatonduk	279	368	449	359	366	458	497	572	666	523	559	584	5,680
United						4058	5306	4,927	821	0			
Total Dom Sig	30,045	33,077	31,268	32,773	36,903	45,132	52,574	56,447	45,238	37,817	36,585	40,790	478,649
Dom Non-Sig													
40 Mile	8	14	12	9	17	24	13	16	16	15	19	11	174
Alascom	8	2		3				8	8	12	10	7	58
Conoco-BP													
Warbelow's	459	424	812	378	522	1,164	1,336	1,443	934	350	371	420	8,613
Wright	1,725	1,700	2,341	2,104	2,533	2,859	2,655	3,187	2,267	2,326	1867	1976	27,540
Total Dom Non-Sig	2,200	2,140	3,165	2,494	3,072	4,047	4,004	4,654	3,225	2,703	2,267	2,414	36,385
Total Dom	32,245	35,217	34,433	35,267	39,975	49,179	56,578	61,101	48,463	40,520	38,852	43,204	515,034
Total	32,245	35,217	34,433	35,267	40,353	50,426	58,408	63,009	48,914	40,520	38,852	43,204	520,848

FAI CY2022 DEPLANED PAX													
Air Carrier	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	
Int'l Sig													
Condor						258	749	600	358				
Total Int Sig						258	749	600	358				1,965

[illegible]

FAI CY2023 ENPLANED PAX													
Air Carrier	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD
Int'l Sig													
Condor						600	791						
Total Int Sig					0	600	791						1,391
Int'l Non-Sig													
Air North					626	1,726	1,697						
Total Int Non-Sig					626	1,726	1,697						4,049
Total Int'l					626	2,326	2,488						5,440
Dom Sig													
Alaska	34,089	35,849	38,800	30,880	34,230	34,418	38,567						246,833
Northern Pacific	50	42	39	45	56	35	39						306
Delta	3,373	3,139	3,833	3,086	3,954	9,903	11,770						39,058
Sun Country					64								64
Tatonduk	654	437	582	609	685	904	624						4,495
United													
Total Dom Sig	38,166	39,467	43,254	34,620	38,989	45,260	51,000						290,756
Dom Non-Sig													
40 Mile	16	21	28	26	16	18	39						164
Alascom	13	28	31	7	24	39	24						166
Conoco-BP	0	51	2	2									55
Warbelow's	413	423	641	312	607	1,230	1,402						5,028
Wright	1,946	1,877	2,381	1,869	2,289	2,736	2,668						15,766
Total Dom Non-Sig	2,388	2,400	3,083	2,216	2,936	4,023	4,133						21,179
Total Dom	40,554	41,867	46,337	36,836	41,925	49,283	55,133						311,935
Total	40,554	41,867	46,337	36,836	42,551	51,609	57,621						317,375

FAI CY2023 DEPLANED PAX															
Air Carrier	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23			
Int'l Sig															
Condor						528	717								
Total Int Sig						0	528	717							1,245

Total Int'l		
Dom Sig		
Alaska		
American		
Northern Pacific		
Delta		
Sun Country		
Tatonduk		
United		
Total Dom Sig		
Dom Non-Sig		
40 Mile		
Alascom		
Conoco-BP		
Warbelow's		
Wright		
Total Dom Non-Sig		
Total Dom		