

SUBLEASE

Between

ANCHORAGE RAC CENTER LLC,
an Alaska limited liability Company (the “Sublessor”)

And

_____ (the “Sublessee”)

Dated as of November 1, 2026

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS..... 1
1.1	Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease 1
1.2	In addition, for purposes of this Sublease, the following terms have the meanings set forth below: 2
ARTICLE II	TERM AND TERMINATION 3
2.1	Term 3
2.2	Effect of Termination on Allocated Space..... 4
ARTICLE III	CONSOLIDATED FACILITY; ALLOCATED SPACE 4
3.1	Title; Interests Allowed by State; Condition 4
3.2	Sublease of Allocated Space; Uses Subject to Lease..... 4
3.3	Delivery and Allocation of Space in the Consolidated Facility to the On-Airport Rental Car Concessionaires..... 4
3.4	Additional Matters Related to Certain Joint Use Facilities 13
3.5	Surplus Space..... 13
3.6	Common Areas 13
3.7	Trade Fixtures; Improvements 14
3.8	Potential Consolidation of the Sublessee and Allocated Space Upon Assignment 14
ARTICLE IV	USE; INSURANCE; EXPENSES OF OPERATION 15
4.1	Use 15
4.2	Sublessee’s Insurance 15
4.3	Maintenance; Capital Repairs and Replacement. 16
4.4	Utilities..... 17
4.5	Sublessor’s Insurance..... 18
4.6	Taxes and Assessments..... 18
4.7	Annual Budget; Payment of Common Expenses..... 18
4.8	State to Assume Common Operations, Maintenance and Repair Costs in Certain Circumstances 19
ARTICLE V	LAND RENT AND OTHER CHARGES 20
5.1	Land Rent..... 20
5.2	Additional Charges 20

TABLE OF CONTENTS
(continued)

	Page
5.3	Amounts Payable by Defaulting On-Airport Rental Car Concessionaires..... 22
5.4	Late Charges 23
ARTICLE VI	CFCS AND FMCS 23
6.1	CFCS and FMCS..... 23
6.2	Collection of CFCS and FMCS..... 23
6.3	Remittance of CFCS and FMCS; Certified Activity Reports 24
6.4	Independent Rate Consultant 24
6.5	State’s Obligation and Authority to Continue the CFC in Certain Events 24
ARTICLE VII	ADDITIONAL COVENANTS OF SUBLESSEE 25
7.1	Compliance with Concession Agreement..... 25
7.2	No Liens..... 25
7.3	Compliance with Laws; Indemnification..... 25
ARTICLE VIII	ADDITIONAL COVENANTS OF SUBLESSOR..... 26
8.1	Certain Improvements..... 26
8.2	Compliance with Lease..... 26
8.3	Enforcement of Lease 26
8.4	Actions to be Taken with State or Majority in Interest Approval..... 26
ARTICLE IX	PERFORMANCE BOND OR SECURITY DEPOSIT 27
9.1	Security Deposit or Performance Bond 27
9.2	Release of Bond 28
ARTICLE X	DEFAULT AND REMEDIES..... 28
10.1	Events of Default 28
10.2	Certain Remedies 28
10.3	Remedies of Sublessor Upon an Event of Default..... 29
ARTICLE XI	MISCELLANEOUS 30
11.1	Waiver..... 30
11.2	Assignment 30
11.3	Successors and Assigns..... 30
11.4	Waiver of Redemption and Damages 31
11.5	Notices 31

TABLE OF CONTENTS
(continued)

	Page
11.6 Approval by Sublessor	32
11.7 Governing Law	32
11.8 Third Party Beneficiaries	32
11.9 Amendment and Modifications.....	32
11.10 Prompt Payment.....	33
11.11 Quiet Enjoyment	33
11.12 Damages, Costs and Fees Incurred to Enforce Lease	33
11.13 Captions	33
11.14 Entire Agreement	33
11.15 Validity of Parts	33
11.16 Counterparts	33

SUBLEASE

This SUBLEASE, is made and entered into as of November 1, 2026 (this “Sublease”), by and between ANCHORAGE RAC CENTER LLC, an Alaska limited liability company (the “Sublessor”), and _____ (the “Sublessee”).

RECITALS

WHEREAS, pursuant to that certain Land/Building Lease ADA-31367 dated as of September 1, 2005 (the “Lease”), between the State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport (the “State”) and the Sublessor, the State has leased to the Sublessor the Consolidated Facility located at Ted Stevens Anchorage International Airport (the “Airport”);

WHEREAS, the Lease requires that the Sublessor make space available in the Consolidated Facility to each On-Airport Rental Car Concessionaire (defined herein) that is party to a Concession Agreement with the State pursuant to which such On-Airport Rental Car Concessionaire is permitted to rent cars at the Airport;

WHEREAS, the Sublessee is party to that certain Concession Agreement ADA-_____ dated as of November 1, 2026 (the “Concession Agreement”), between the Sublessee and the State pursuant to which the Sublessee is required to sublease and utilize space in the Consolidated Facility for its operations;

WHEREAS, the Sublessee is required to collect a Customer Facility Charge or “CFC”, and a Facility Maintenance Charge or “FMC”, pursuant to the Concession Agreement and to remit the same to the Trustee;

WHEREAS, proceeds of the Facility Maintenance Charge and certain other funds under the Trust Indenture will be made available to the Sublessor to pay certain costs relating to the operation, maintenance, and repair of the Consolidated Facility from time to time;

WHEREAS, the parties hereto desire to enter into this Sublease;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Sublessor and the Sublessee agree as follows:

ARTICLE I DEFINITIONS

1.1 Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease unless otherwise referenced to another document or defined within the text of this document.

1.2 In addition, for purposes of this Sublease, the following terms have the meanings set forth below:

(a) “Administrative Fee” shall mean such monthly fee payable to Sublessor in consideration for Sublessor’s administrative, management, coordination, and oversight responsibilities associated with operation of the Consolidated Facility and administration of this Sublease and similar subleases with other On-Airport Rental Car Concessionaires.

(b) “Allocated Space” means the space in the Consolidated Facility allocated to Sublessee from time to time for its exclusive use in accordance with the terms of this Sublease. Allocated Space shall include the Counter Space, Car Wash(es), Fueling Station(s), Ready/Return Space, Overflow Parking, and such other space as may be assigned to, and accepted by, the Sublessee for its exclusive use. Allocated Space may include a Car Wash and portions of a Fueling Station even if assigned to two On-Airport Rental Car Concessionaires for their shared exclusive use. Allocated Space shall be subject to adjustment, reallocation, and modification by Sublessor in accordance with Section 3.3.

(c) “Allocated Space Pro Rata Share” means the pro rata share of the applicable cost obligation allocable to the Sublessee based on the square footage of Allocated Space actually occupied by the Sublessee as a percentage of the square footage of Total Allocated Space actually occupied by all On-Airport Rental Car Concessionaires.

(d) “Allocation Year” shall mean the twelve (12) calendar month period ended on each October 31 to occur after the effective date of the Concession Agreement, or such other period used by the State to determine Market Share under the Concession Agreement.

(e) “Applicable Rate” shall mean the prime rate as set by First National Bank Alaska (or if it no longer exists, another national banking association selected by the Sublessor with branches in Alaska), plus three percent (3%) per annum.

(f) “Budget” shall mean an annual budget for all common expenses of operations and maintenance of the Consolidated Facility, as further described in Section 4.7(a) hereof.

(g) “Car Wash” shall mean each car wash (including the location, wash, dry and vacuum equipment, and the surrounding area) to be allocated to an On-Airport Rental Car Concessionaire. Where the context requires, “Car Wash” shall mean such space allocated to the Sublessee or another individual On-Airport Rental Car Concessionaire. The Car Washes are set forth in Exhibit A-2 hereto.

(h) “Commissioner” shall mean the Commissioner of the Department of Transportation and Public Facilities of the State of Alaska.

(i) “Common Areas” shall mean any areas in the Consolidated Facility that are not allocated for the exclusive use of any On-Airport Rental Car Concessionaire and that are available for the shared use of all On-Airport Rental Car Concessionaires and their employees, customers, invitees, contractors, and suppliers, as further described in Section 3.6

(j) “Compact Block” shall mean, with respect to Ready/Return Space, a single block of area assigned to an On-Airport Rental Car Concessionaire leaving no intervening space between that area and the area assigned to another On-Airport Rental Car Concessionaire. With respect to the Overflow Parking, “Compact Block” shall mean a series of adjacent parking spaces assigned to an On-Airport Rental Car Concessionaire leaving no intervening spaces between that series and spaces assigned to another On-Airport Rental Car Concessionaire.

(k) “Concession Agreement Effective Date” shall mean the date which a new Concession Agreement is signed by an On Airport Concessionaire and the State.

(l) “Counter Space” shall mean the counter space in the customer lobby and the associated work and back-office space in the Consolidated Facility to be allocated to the On-Airport Rental Car Concessionaires. Where the context requires, “Counter Space” shall mean such space allocated to the Sublessee or another individual On-Airport Rental Car Concessionaire. The Counter Space is set forth on Exhibit A-1 hereto.

(m) “Event of Default” shall mean the occurrence of any of the events set forth in Section 10.1 hereof.

(n) “Fueling Stations” shall mean the fueling dispensers and associated pads on the site of the Consolidated Rental Car Facility to be allocated to the On-Airport Rental Car Concessionaires. Where the context requires, “Fueling Station(s)” shall mean such space allocated to the Sublessee or another individual On-Airport Rental Car Concessionaire. The Fueling Stations are set forth on Exhibit A-3 hereto.

(o) “Majority in Interest” shall have the meaning given to such term in the Lease.

(o) “Market Share” shall have the meaning assigned to such term in the Concession Agreement. Market Share shall be one of several factors used in allocation and shall not be the sole determining factor.

“Minimum Annual Guarantee” or “MAG” shall have the meaning set forth in the applicable Concession Agreement

(p) “New Entrant” shall mean any new On Airport Concessionaire entering the Consolidated Facility after the Concession Agreement Effective Date.

(q) “Overflow Parking” shall mean the area comprising the rooftop parking spaces in the Consolidated Facility.

“Operating Costs” shall mean all costs and expenses incurred by Sublessor in connection with the operation, maintenance, management, repair and administration of the Consolidated Facility, including without limitation utilities, janitorial services, security, maintenance and repair of common areas and shared systems, administrative expenses, property management fees, insurance, and any other costs reasonably incurred in connection with the operation of the Consolidated Facility.

“Property Management Fees” shall mean separate fees for property maintenance or improvements as may be agreed upon by the Sublessor and a Majority in Interest.

(r) “Ready/Return Space” shall mean the area within the Consolidated Facility to be allocated for use in connection with the ready/return operations of the On-Airport Rental Car Concessionaires. Where the context requires, “Ready/Return Space” shall mean such space allocated to the Sublessee or another individual On-Airport Rental Car Concessionaire. The Ready/Return Space is set forth on Exhibit A-4 hereto.

(s) “Surplus Space” shall have the meaning set forth in Section 3.5 hereof.

“Three Year Market Share Average – shall have the meaning “excluding years 2 and 3 on new entrant.”

(t) “Total Allocated Space” shall mean the aggregate combined area of all Allocated Space actually allocated to On-Airport Rental Car Concessionaires, and excluding any space that is not allocated to any On-Airport Rental Car Concessionaire.

(u) “Trust Indenture” shall have the meaning given to such term in the Lease.

ARTICLE II TERM AND TERMINATION

2.1 Term. This Sublease shall be effective upon the date of execution by the parties hereto and approval hereof in writing by the State. The Sublessee may not occupy any portion of the Consolidated Facility (as defined in the Lease) before the State consents to this Sublease in writing. Consent to this Sublease by the State does not relieve or otherwise alter the obligations of the Sublessor under the Lease. Unless terminated earlier in accordance with the provisions hereof, this Sublease shall terminate on the earlier of (a) October 31, 2034, (b) the termination, expiration or cancellation of the Concession Agreement or (c) termination of the Lease.

2.2 Effect of Termination on Allocated Space. The Sublessee will promptly vacate its Allocated Space in the Consolidated Facility upon termination of this Sublease.

ARTICLE III CONSOLIDATED FACILITY; ALLOCATED SPACE

3.1 Title; Interests Allowed by State; Condition. The State has title to the Consolidated Facility. Pursuant to the Lease, the State shall lease the Consolidated Facility to the Sublessor for the term of the Lease. The Sublessee acknowledges that the State has no obligation to the Sublessee with respect to the Consolidated Facility other than to require the Sublessor at Concession Agreement Effective Date to make available to the Sublessee for the Sublessee’s use under this Sublease space in the Consolidated Facility subject to the terms of the Lease, and except to any extent expressly provided under the Lease, neither the Sublessor nor the Sublessee may rely to any extent whatsoever on any representation or warranty by the State with respect to

any aspect of the Consolidated Facility. The Sublessee expressly acknowledges that space and associated equipment are being made available to it hereunder in the Consolidated Facility in “as-is” condition. Upon Concession Agreement Effective Date, the Sublessor shall assign to the Sublessee any warranty right relating to the Sublessor-installed equipment included in its Allocated Space, to the extent the same is assignable. Neither the Sublessor nor the State has made any specific warranties, express or implied, concerning the title, condition, or use of the Consolidated Facility, including survey, soils, wetlands, access, or suitability for any use, including those uses authorized by this Sublease, unless otherwise specified in this Sublease or the Lease.

3.2 Sublease of Allocated Space; Uses Subject to Lease. The Sublessor shall sublease to the Sublessee, and the Sublessee shall sublease from the Sublessor, the Allocated Space, on and subject to the terms and conditions set forth in this Sublease, and subject further to the terms and conditions of the Lease. During the term hereof, the Sublessee shall have exclusive use and possession of the Allocated Space; provided that all rights and duties imposed under this Sublease with respect to the Sublessee’s use of the Allocated Space shall be subject to the terms of the Lease. This Sublease shall be interpreted to be in all ways consistent with the Lease. In the event of a conflict between the terms of this Sublease and the Lease with respect to such matters, the terms of the Lease shall control. Sublessee acknowledges that its rights to Allocated Space are non-exclusive as to configuration and subject to reallocation and adjustment in accordance with this Sublease.

3.3 Allocation of Space in the Consolidated Facility to the On-Airport Rental Car Concessionaires. The Sublessor shall deliver possession of Sublessee’s Allocated Space in the Consolidated Facility within sixty (60) days of the Concession Agreement Effective Date. The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, the move entailed in the relocation of its operations to the Consolidated Facility on or before the Concession Agreement Effective Date or such other deadline established in the Sublessor’s written notice to the Sublessee. The Sublessor agrees to make space in the Consolidated Facility available to the Sublessee and the other On-Airport Rental Car Concessionaires pursuant to the Concession Agreement as outlined below:

(a) Counter Space. In the allocation process for Counter Space, On-Airport Rental Car Concessionaires shall be given preference as to location and quantity of Counter Space based on Minimum Annual Guarantee (MAG). Once selection is made, there will be no reallocation except as further outlined herein. Specifically, the Sublessor shall allocate Counter Space in the Consolidated Facility as follows:

1. Allocation of Counter Space on Concession Agreement Effective Date.

(A) MAG shall determine the size of Counter Space allocated to each On-Airport Rental Car Concessionaire on the Concession Agreement Effective Date.

(i) The Counter Space is comprised of thirty (30) units, each approximately five (5) linear feet. Each On-Airport Rental Car

Concessionaire will be allocated its portion as a percentage of the whole based on that Concessionaires MAG.

(B) Minimum Annual Guarantee shall determine the order of selection for Counter Spaces with the On-Airport Rental Car Concessionaire entitled to the applicable quantity of Counter Space having the highest MAG selecting first, followed by the second highest, and continuing until all available Counter Space has been allocated. If more than one On-Airport Rental Car Concessionaire has the same Market Share, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(C) The Sublessee shall install a business or "logo" sign on the back wall of its Counter Space at the Sublessee's sole expense.

(D) The Sublessor shall allocate Counter Space no later than sixty (60) days after the Concession Agreement Effective Date.

2. Potential Reallocation of Counter Space as a Result of Material Changes in Market Share.

(A) Following the Concession Agreement Effective Date Counter Space area that is allocated to one On-Airport Rental Car Concessionaire (for purposes of this subsection, the "Displaced RAC") will be reallocated to an On-Airport Rental Car Concessionaire to whom a smaller Counter Space area had been allocated (for purposes of this subsection, the "Displacing RAC"), if, and only if, the Displacing RAC's relative market share has materially grown since its Counter Space was assigned to it such that its Three Year Market Share Average has surpassed that of the Displaced RAC by a minimum of one percent (1%). Each On-Airport Rental Car Concessionaire's "Three Year Market Share Average" will be the average of such On-Airport Rental Car Concessionaire's Market Share for each of the immediately preceding three Allocation Years.

(B) If changes in Market Share occur such that one or more On-Airport Rental Car Concessionaires are entitled to a larger Counter Space than it currently occupies pursuant to subsection 2(A) above, then the Counter Space of the affected On-Airport Rental Car Concessionaires shall be reallocated by the Sublessor as follows:

(i) Each On-Airport Rental Car Concessionaire that is entitled to a different quantity of Counter Space shall occupy the Counter Space of such size vacated by an On-Airport Rental Car Concessionaire that is no longer entitled to such size of space.

(ii) If more than one On-Airport Rental Car Concessionaire is newly entitled to a particular quantity of Counter Space, the Three Year Market Share Averages of the affected On-Airport Rental Car Concessionaires shall determine the order of selection for vacated

Counter Spaces with the On-Airport Rental Car Concessionaire entitled to the applicable quantity of Counter Space having the highest Three Year Market Share Average selecting first, followed by the second highest, and continuing until all available Counter Space of such quantity has been allocated. If more than one affected On-Airport Rental Car Concessionaire has the same Three Year Market Share Average, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(iii) A specific Counter Space location occupied by an On-Airport Rental Car Concessionaire that remains entitled to the same quantity of Counter Space shall not be subject to reallocation.

(C) The Sublessor shall reallocate affected Counter Space in accordance with this subsection 2 within thirty (30) days after any material change in Market Share under subsection 2(A).

(D) The Sublessee shall be responsible for its own costs of relocating to different Counter Space, including costs associated with installing and removing signs, booths, furniture, equipment, and any other improvements installed or to be installed by the Sublessee.

(E) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any move required by the Sublessee under this subsection 2 not more than ninety (90) days after the date when the Sublessor provides the Sublessee with notice of such requirement.

3. Reallocation of Counter Space as a Result of New Entrant.

(A) If a New Entrant enters the Consolidated Facility the Sublessor shall either (x) provide additional Counter Space using available funds in the Renewal and Replacement Fund under the Trust Indenture for such purpose to construct additional Counter Space to accommodate such new On-Airport Rental Car Concessionaire(s) (which additional Counter Space shall be of quantity and quality substantially equivalent to that of other On-Airport Rental Car Concessionaires with a similar Market Share) or (y) with the approval of a Majority in Interest, reconfigure the existing Counter Space and reallocate the same to accommodate such On-Airport Rental Car Concessionaire(s); provided that Majority in Interest approval shall not be required for such reconfiguration if adequate space or sufficient funds in the Renewal and Replacement Fund are not available for the construction of additional Counter Space. The methodology for any such reallocation shall be substantially the same as the methodology for original allocation of Counter Space set forth in subsection 1 above, including the new On-Airport Rental Car Concessionaire(s) for Market Share calculation.

(B) The Sublessor shall reallocate Counter Space in accordance with this subsection 3, and shall provide reallocation information in writing to each of the On-Airport Rental Car Concessionaires, within thirty (30) days after notification of the Sublessor by the State as to the minimum guarantee (for Market Share calculation) of any additional On-Airport Rental Car Concessionaire

(C) The Sublessee shall be responsible for its own costs of relocating to different Counter Space, if required hereunder, including costs associated with installing and removing signs, booths, furniture, equipment, and any other improvements installed or to be installed by the Sublessee.

(D) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any move required by this subsection 3 not more than one-hundred twenty (120) days after the end of the preceding Allocation Year or not more than ninety (90) days after the after the Sublessor provides the Sublessee with the applicable reallocation information in writing, whichever occurs later.

4. Other than as set forth above and as provided in Section 3.5 hereof, Counter Space shall not be reallocated during the term of the Concession Agreement. In the event that there is disagreement between On-Airport Rental Car Concessionaires concerning the allocation or reallocation of Counter Space, the Sublessor shall determine the appropriate allocation (based to the extent possible on the applicable methodology set forth in this Section 3.3(a)) and such determination shall be binding on the Sublessee and all other On-Airport Rental Car Concessionaires, subject to Section 3.3(f) hereof.

(b) Car Washes. In the allocation process for Car Washes, On-Airport Rental Car Concessionaires shall be given preference as to location of Car Wash(es) based on Minimum Annual Guarantee (MAG). Once selection is made, there will be no reallocation except as further outlined herein. Specifically, the Sublessor shall allocate Car Washes in the Consolidated Facility to each of the On-Airport Rental Car Concessionaires as follows:

1. Allocation of Car Washes on Concession Agreement Effective Date.

(A) Minimum Annual Guarantee shall determine the number of Car Washes allocated to each On-Airport Rental Car Concessionaire on the Concession Agreement Effective Date.

(i) The Consolidated Facility contains twelve (12) total Car Washes. Each On-Airport Rental Car Concessionaire will be allocated its portion as a percentage of the whole based on that Concessionaires MAG.

(B) Minimum Annual Guarantee shall determine the order of selection for Car Washes with the On-Airport Rental Car Concessionaire having the highest MAG selecting first, followed by the second highest, and continuing

until all Car Washes have been allocated. If more than one On-Airport Rental Car Concessionaire has the same Market Share, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(C) The Sublessor shall allocate Car Washes no later than sixty (60) days after the Concession Agreement Effective Date.

2. Potential Reallocation of Car Washes as a Result of Material Changes in Market Share.

(A) Following the Concession Agreement Effective Date The Car Washes of an On-Airport Rental Car Concessionaire (for purposes of this subsection, the "Displaced RAC") will be reallocated to another On-Airport Rental Car Concessionaire (for purposes of this subsection, the "Displacing RAC"), if, and only if, the Displacing RAC's relative market share has materially grown since its Car Wash was assigned to it such that its Three Year Market Share Average has surpassed that of the Displaced RAC by a minimum of one percent (1%). Each On-Airport Rental Car Concessionaire's "Three Year Market Share Average" will be the average of such On-Airport Rental Car Concessionaire's Market Share for each of the immediately preceding three Allocation Years.

(B) If changes in market share occur such that one or more On-Airport Rental Car Concessionaires is entitled to an additional Car Wash pursuant to subsection 2(A) above, or is no longer obligated to share a Car Wash pursuant to subsection 3 below, then the Car Washes of the affected On-Airport Rental Car Concessionaires shall be reallocated by the Sublessor as follows:

(i) Each On-Airport Rental Car Concessionaire that is entitled to a different number of Car Washes shall occupy the Car Washes vacated by an On-Airport Rental Car Concessionaire that is no longer entitled to such number.

(ii) If more than one On-Airport Rental Car Concessionaire is newly entitled to a particular number of Car Washes or full use of a single Car Wash, the Three Year Market Share Averages of the affected On-Airport Rental Car Concessionaires shall determine the order of selection for vacated Car Washes with the On-Airport Rental Car Concessionaire having the highest Three Year Market Share Average selecting first, followed by the second highest, and continuing until all vacated Car Washes have been allocated. If more than one affected On-Airport Rental Car Concessionaire has the same Three Year Market Share Average, the concessionaire that first became an On-Airport Rental Car

Concessionaire as between those two shall have priority selection over the other.

(iii) Any Car Wash occupied by an On-Airport Rental Car Concessionaire that remains entitled to the full use of the same number of Car Washes shall not be subject to reallocation.

(iv) Notwithstanding anything herein to the contrary, if two On-Airport Rental Car Concessionaires with Car Washes on the same floor would be required by the provisions hereof to switch Car Washes, such On-Airport Rental Car Concessionaires may instead elect that the On-Airport Rental Car Concessionaire that is eligible for an additional Car Wash retain its present Car Wash and be allocated one of the Car Washes until then allocated to the On-Airport Rental Car Concessionaire that is no longer eligible for two Car Washes and with which it would otherwise be switching.

(C) The Sublessor shall reallocate affected Car Washes in accordance with this subsection 2 within thirty (30) days after any material change in market shares pursuant to subsection 2(A).

(D) The Sublessee shall be responsible for its own costs of relocating to different Car Washes, if required hereunder. The Sublessee shall also be responsible for any costs associated with ensuring that any Car Wash it is required to vacate is in good working condition, reasonable wear and tear excepted, at the time it vacates such Car Wash. The Sublessor shall cause any Car Wash that is being vacated by the Sublessee to be inspected at the sole cost of the Sublessee to ensure that it meets this standard.

(E) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any move required by this subsection 2 not more than ninety (90) days after the date when the Sublessor provides the Sublessee with notice of such requirement.

3. Reallocation of Car Washes as a Result of New Entrant.

(A) If a New Entrant enters the Consolidated Facility, the Sublessor shall reallocate the existing Car Washes to accommodate such new On-Airport Rental Car Concessionaire(s). Pursuant to such reallocation, after taking into account the New Entrant(s), the On-Airport Rental Car Concessionaires with the smallest Three Year Market Share Average shall be required to share Car Washes (with no more than two On-Airport Rental Car Concessionaires sharing a single Car Wash).

(i) Each New Entrant shall occupy the Car Wash(es) vacated by the On-Airport Rental Car Concessionaire(s) that are no longer entitled to full use of the Car Wash(es) previously allocated to them or share with the lowest Market Share Concessionaire.

(ii) If more than two (2) On-Airport Rental Car Concessionaires are either entitled to new Car Wash facilities or required to relinquish full or partial use of Car Wash facilities previously allocated to them as a result of this subsection 3, Market Share for the preceding Allocation Year, including the New Entrant(s) for Market Share calculation, shall determine the order of selection for vacated Car Wash facilities with the On-Airport Rental Car Concessionaire entitled to new facilities having the highest Market Share for such Allocation Year selecting first, followed by the second highest, and continuing until all available Car Wash facilities have been allocated. If more than one such On-Airport Rental Car Concessionaire has the same Market Share, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(iii) Car Wash facilities that are occupied by an On-Airport Rental Car Concessionaire that remains entitled to the use of the same shall not be subject to reallocation.

(iv) Notwithstanding anything herein to the contrary, if two On-Airport Rental Car Concessionaires with Car Washes on the same floor would be required by the provisions hereof to switch Car Washes, such On-Airport Rental Car Concessionaires may instead elect that the On-Airport Rental Car Concessionaire that is eligible for an additional Car Wash retain its present Car Wash and be allocated one of the Car Washes until then allocated to the On-Airport Rental Car Concessionaire that is no longer eligible for two Car Washes and with which it would otherwise be switching.

(B) The Sublessor shall reallocate Car Wash facilities in accordance with this subsection 3, and shall provide reallocation information in writing to each of the On-Airport Rental Car Concessionaires, within thirty (30) days after notification of the Sublessor by the State as to the minimum guarantee (for Market Share calculation) of any New Entrant(s)

(C) The Sublessee shall be responsible for its own costs of relocating to different Car Washes. The Sublessee shall also be responsible for any costs associated with ensuring that any Car Wash it is required to vacate is in good working condition, reasonable wear and tear excepted, at the time it vacates such Car Wash. The Sublessor shall cause any Car Wash that is being vacated by the Sublessee to be inspected at the sole cost of the Sublessee to ensure that it meets this standard.

(D) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any adjustments required by this subsection 3 not more than one-hundred twenty (120) days after the end of the preceding Allocation Year or not

more than ninety (90) days after the date when Sublessor provides the Sublessee with the applicable reallocation information in writing, whichever occurs later.

4. Other than as set forth above and in Section 3.5 hereof, Car Washes shall not be reallocated during the term of the Concession Agreement. In the event that there is disagreement between On-Airport Rental Car Concessionaires concerning the allocation or reallocation of Car Washes, the Sublessor shall determine the appropriate allocation (based to the extent possible on the applicable methodology set forth in this Section 3.3(b)) and such determination shall be binding on the Sublessee and all other On-Airport Rental Car Concessionaires, subject to Section 3.3(f) hereof.

(c) Fueling Stations. In the allocation process for Fueling Stations, On-Airport Rental Car Concessionaires shall be given preference as to number and location of Fueling Stations based on Minimum Annual Guarantee. Once selection is made, there will be no reallocation except as further outlined herein. Specifically, the Sublessor shall allocate Fueling Stations in the Consolidated Facility to each of the On-Airport Rental Car Concessionaires as follows:

1. Allocation of Fueling Stations on Concession Agreement Effective Date.

(A) Fueling Stations in the Consolidated Facility are comprised of sixteen (16) total stations. Each On-Airport Rental Car Concessionaire will be allocated its portion as a percentage of the whole based on that Concessionaires MAG.

(B) Minimum Annual Guarantee shall be a primary factor in determining the order of selection for Fueling Stations with the On-Airport Rental Car Concessionaire having the highest MAG selecting first, followed by the second highest, and continuing until all available Fueling Stations have been allocated. If more than one On-Airport Rental Car Concessionaire has the same Market Share, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(C) The Sublessor shall allocate Fueling Stations no later than sixty (60) days after the Concession Agreement Effective Date.

2. Potential Reallocation of Fueling Stations as a Result of Material Changes in Market Share.

(A) Following the Concession Agreement Effective Date Fueling Stations that are allocated to one On-Airport Rental Car Concessionaire (for purposes of this subsection, the "Displaced RAC") will be reallocated to an On-Airport Rental Car Concessionaire to whom less Fueling Stations had been allocated (for purposes of this subsection, the "Displacing RAC"), if, and only if, the Displacing RAC's relative market share has materially grown since its Fueling Stations were assigned to it such that its Three Year Market Share Average has surpassed that of the Displaced RAC by a minimum of one percent (1%). Each

On-Airport Rental Car Concessionaire's "Three Year Market Share Average" will be the average of such On-Airport Rental Car Concessionaire's Market Share for each of the immediately preceding three Allocation Years.

(B) If changes in Market Share occur such that one or more On-Airport Rental Car Concessionaires are entitled to more Fueling Stations than it currently occupies pursuant to subsection 2(A) above, then the Fueling Stations of the affected On-Airport Rental Car Concessionaires shall be reallocated by the Sublessor as follows:

(i) Each On-Airport Rental Car Concessionaire that is entitled to a different quantity of Fueling Stations shall occupy the Fueling Stations of such quantity vacated by an On-Airport Rental Car Concessionaire that is no longer entitled to such quantity.

(ii) If more than one On-Airport Rental Car Concessionaire is newly entitled to a particular quantity of Fueling Stations, the Three Year Market Share Averages of the affected On-Airport Rental Car Concessionaires shall determine the order of selection for vacated Fueling Stations with the On-Airport Rental Car Concessionaire entitled to the applicable quantity of Fueling Stations having the highest Three Year Market Share Average selecting first, followed by the second highest, and continuing until all available Fueling Stations of such quantity has been allocated. If more than one affected On-Airport Rental Car Concessionaire has the same Three Year Market Share Average, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(iii) A specific Fueling Station location occupied by an On-Airport Rental Car Concessionaire that remains entitled to the same quantity of Fueling Stations shall not be subject to reallocation.

(C) The Sublessor shall reallocate affected Fueling Stations in accordance with this subsection 2 within thirty (30) days after any material change in Market Share under subsection 2(A).

(D) The Sublessee shall be responsible for its own costs of relocating to different Fueling Stations, including but not limited to costs associated with installing and removing signs, equipment and any other improvements installed or to be installed by the Sublessee.

(E) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any move required by the Sublessee under this subsection 2 not more than ninety (90) days after the date when the Sublessor provides the Sublessee with notice of such requirement.

3. Reallocation of Fueling Stations as a Result of New Entrant(s).

(A) If a New Entrant(s) enters the Consolidated Facility, the Sublessor shall reallocate the existing Fueling Stations to accommodate such New Entrant(s) as provided in this subsection 2, including the New Entrant(s) MAG calculation.

(i) One Fueling Station will be allocated to each New Entrant. Current On-Airport Car Rental Concessionaires Fueling Stations will be reallocated based on then current Three Year Market Share Average.

(B) The Sublessor shall reallocate Fueling Stations in accordance with this subsection 2, and shall provide reallocation information in writing to each of the On-Airport Rental Car Concessionaires, within thirty (30) days after notification of the Sublessor by the State as to the minimum guarantee (for Market Share calculation) of any New Entrant).

(C) The Sublessee shall be responsible for its own costs of relocating to a different Fueling Station and/or Single Fueling Space. The Sublessee shall also be responsible for any costs associated with ensuring that any Fueling Station or Single Fueling Space it is required to vacate is in good working condition, reasonable wear and tear excepted, at the time it vacates such facilities. The Sublessor shall cause any Fueling Station or Single Fueling Space that is being vacated by the Sublessee to be inspected at the sole cost of the Sublessee to ensure that it meets this standard.

(D) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any adjustments required by this subsection 2 not more than one-hundred twenty (120) days after the end of the preceding Allocation Year or not more than ninety (90) days after the date when the Sublessor provides the Sublessee with the reallocation information in writing, whichever occurs later.

4. Other than as set forth above and in Section 3.5 hereof, Fueling Stations and Single Fueling Spaces shall not be reallocated during the term of the Concession Agreement.

(d) Ready/Return Space. Ready/Return Space will be allocated at Concession Agreement Effective Date and reallocated annually thereafter as set forth herein. In the allocation process for Ready/Return Space, On-Airport Rental Car Concessionaires shall be given preference as to location and amount of Ready/Return Space based on Minimum Annual Guarantee at Concession Agreement Effective Date and Market Share for the preceding Allocation Year thereafter. Once selection is made, there will be no reallocation except as further outlined herein. Specifically, the Sublessor shall allocate Ready/Return Space in the Consolidated Facility to each of the On-Airport Rental Car Concessionaires as follows:

1. Allocation of Ready/Return Space on Concession Agreement Effective Date.

(A) The total Ready/Return Space in the Consolidated Facility consists of six hundred sixty (660) parking spaces. Each On-Airport Rental Car Concessionaire will be allocated its portion as a percentage of the whole based on that Concessionaires MAG.

(B) Minimum Annual Guarantee at Concession Agreement Effective Date and Market Share for the preceding Allocation Year thereafter shall be a primary factor in determining the order of selection for Ready/Return Space with the On-Airport Rental Car Concessionaire having the highest Minimum Annual Guarantee at Concession Agreement Effective Date and Market Share for the preceding Allocation Year thereafter selecting first, followed by the second highest, and continuing until all available Ready/Return Space has been allocated. If more than one On-Airport Rental Car Concessionaire has the same Minimum Annual Guarantee at Concession Agreement Effective Date or Market Share for the preceding Allocation Year thereafter, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(C) Each On-Airport Rental Car Concessionaire must select Ready/Return Space in a single Compact Block, such that other concessionaires near the end of the selection process are not left with widely separated spaces, and on the same floor as its Car Wash(es) (to the extent possible). The Sublessor may nullify the Ready/Return Space selection process if, in the Sublessor's sole determination, On-Airport Rental Car Concessionaires do not select Ready/Return Space in Compact Blocks. The Sublessor will assign all Ready/Return Space if the Sublessor nullifies the Ready/Return Space selection process.

(D) The Sublessor shall allocate Ready/Return Space no later than sixty (60) days after the Concession Agreement Effective Date.

2. Annual Reallocation of Ready/Return Space.

(A) Market Share for each of the On-Airport Rental Car Concessionaires shall be calculated by the Sublessor for each Allocation Year within thirty (30) days following the end of such Allocation Year.

(B) The Sublessor shall reallocate Ready/Return Space (other than Ready/Return Space that is occupied or unoccupied Surplus Space) following each Allocation Year using the same formula set forth in subsection 1 above, except that each On-Airport Rental Car Concessionaire must also select reallocated Ready/Return Space adjacent to previous selections, if any. The Sublessor shall provide reallocation information in writing to each of the On-Airport Rental Car Concessionaires within thirty (30) days after the end of each Allocation Year.

(C) The Sublessee shall be responsible for its own costs of relocating to different Ready/Return Space, including costs associated with installing and removing signs, booths, furniture, equipment, and any other improvements installed or to be installed by Sublessee.

(D) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any move required by this subsection 2 not more than one-hundred twenty (120) days after the end of the preceding Allocation Year or not more than ninety (90) days after the date when the Sublessor provides the Sublessee with the reallocation information in writing, whichever occurs later.

3. Reallocation of Ready/Return Space to Accommodate New Entrant(s).

(A) If a New Entrant(s) enters the Consolidated Facility, the Sublessor shall reallocate the existing Ready/Return Space to accommodate such On-Airport Rental Car Concessionaire using the same formula set forth in subsection 2 above, including the new On-Airport Rental Car Concessionaire(s) for Market Share calculation, and shall provide reallocation information in writing to each of the On-Airport Rental Car Concessionaires within thirty (30) days after notification of the Sublessor by the State as to the minimum guarantee (for Market Share calculation) of any additional On-Airport Rental Car Concessionaire.

(B) The Sublessee shall be responsible for its own costs of relocating to different Ready/Return Space, including costs associated with installing and removing signs, booths, furniture, equipment, and any other improvements installed or to be installed by the Sublessee.

(C) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any move required by this subsection 3 not more than one-hundred twenty (120) days after the end of the preceding Allocation Year or not more than ninety (90) days after the date when the Sublessor provides the Sublessee with the reallocation information in writing, whichever occurs later.

4. Other than as set forth above and in Section 3.5 hereof, Ready/Return Space shall not be reallocated during the term of the Concession Agreement. In the event that there is disagreement between On-Airport Rental Car Concessionaires concerning the allocation or reallocation of Ready/Return Space, the Sublessor shall determine the appropriate allocation (based to the extent possible on the applicable methodology set forth in this Section 3.3(c)) and such determination shall be binding on the Sublessee and all other On-Airport Rental Car Concessionaires, subject to Section 3.3(f) hereof.

(e) Overflow Parking. Overflow Parking will be allocated at Concession Agreement Effective Date and reallocated annually thereafter as set forth herein. In the allocation process for Overflow Parking, On-Airport Rental Car Concessionaires shall be given preference as to location and quantity of parking spaces allocated as Overflow Parking based on Minimum Annual Guarantee at Concession Agreement Effective Date and Market Share for the preceding Allocation Year thereafter. Once selection is made, there will be no reallocation except as further outlined herein. Specifically, the Sublessor shall allocate Overflow Parking in the Consolidated Facility to each of the On-Airport Rental Car Concessionaires as follows:

1. Allocation of Overflow Parking on Concession Agreement Effective Date.

(A) Overflow Parking in the Consolidated Facility consists of forty-two (42) total rows which will be allocated by full adjacent row.

(B) Minimum Annual Guarantee at Concession Agreement Effective Date and Market Share for the preceding Allocation Year thereafter shall determine the order of selection for Overflow Parking with the On-Airport Rental Car Concessionaire having the highest Minimum Annual Guarantee at Concession Agreement Effective Date and Market Share for the preceding Allocation Year thereafter selecting first, followed by the second highest, and continuing until all available Overflow Parking has been allocated. If more than one On-Airport Rental Car Concessionaire has the same Minimum Annual Guarantee at Concession Agreement Effective Date and Market Share for the preceding Allocation Year thereafter, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(C) Each On-Airport Rental Car Concessionaire must select Overflow Parking in a single Compact Block such that other concessionaires near the end of the selection process are not left with widely separated spaces. The Sublessor may nullify the Overflow Parking selection process if, in the Sublessor's sole determination, On-Airport Rental Car Concessionaires do not select Overflow Parking in Compact Blocks. The Sublessor will assign all Overflow Parking if the Sublessor nullifies the Overflow Parking selection process.

(D) The Sublessor shall allocate Overflow Parking no later than sixty (60) days after the Concession Agreement Effective Date.

2. Annual Reallocation of Overflow Parking.

(A) Market Share for each of the On-Airport Rental Car Concessionaires shall be calculated by the Sublessor for each Allocation Year within thirty (30) days following the end of such Allocation Year.

(B) The Sublessor shall reallocate Overflow Parking (other than Overflow Parking that is occupied or unoccupied Surplus Space) following

each Allocation Year using the same formula set forth in subsection 1 above, except that each On-Airport Rental Car Concessionaire must also select its reallocated Overflow Parking area adjacent to previous selections, if any. The Sublessor shall provide reallocation information in writing to each of the On-Airport Rental Car Concessionaires within thirty (30) days after the end of each Allocation Year.

(C) The Sublessee shall be responsible for its own costs of relocating to different Overflow Parking.

(D) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any move required by this subsection 2 not more than one-hundred twenty (120) days after the end of the preceding Allocation Year or not more than ninety (90) days after the date when the Sublessor provides the Sublessee with the reallocation information in writing, whichever occurs later.

3. Reallocation of Overflow Parking to Accommodate New Entrant(s).

(A) If a New Entrant(s) enters the Consolidated Facility, the Sublessor shall reallocate the existing Overflow Parking to accommodate such New Entrant using the same formula set forth in subsection 2 above, including the New Entrant(s) Market Share calculation, and shall provide reallocation information in writing to each of the On-Airport Rental Car Concessionaires within thirty (30) days after notification of the Sublessor by the State as to the minimum guarantee (for Market Share calculation) of any additional On-Airport Rental Car Concessionaire.

(B) The Sublessee shall be responsible for its own costs of relocating to different Overflow Parking.

(C) The Sublessee shall cooperate with all other On-Airport Rental Car Concessionaires to facilitate and complete, at no cost to the State or the Sublessor, any move required by this subsection 3 not more than one-hundred twenty (120) days after the end of the preceding Allocation Year or not more than ninety (90) days after the date when the Sublessor provides the Sublessee with the reallocation information in writing, whichever occurs later.

4. Other than as set forth above and in Section 3.5 hereof, Overflow Parking spaces shall not be reallocated during the term of the Concession Agreement. In the event that there is disagreement between On-Airport Rental Car Concessionaires concerning the allocation or reallocation of Overflow Parking, the Sublessor shall determine the appropriate allocation (based to the extent possible on the applicable methodology set forth in this Section 3.3(d)) and such determination shall be binding on the Sublessee and all other On-Airport Rental Car Concessionaires, subject to Section 3.3(f) hereof.

(f) State to Make Final Allocation Determination in Event of Disagreement.

In the event that after diligent effort, which shall be adequately documented, there is a disagreement between the Sublessor and the Sublessee or any other On-Airport Rental Car Concessionaire concerning any allocation or reallocation of space as provided for hereunder, the affected On-Airport Rental Car Concessionaire(s) and/or the Sublessor may promptly present the issue, evidence of Sublessor's attempts for resolution, and arguments from each affected Concessionaire to the State for resolution and the State shall determine the appropriate allocation or reallocation (based to the extent possible on the applicable methodology set forth in this Section 3.3). The State's determination shall be binding on the Sublessor, the Sublessee and all other On-Airport Rental Car Concessionaires. Notwithstanding the foregoing, the State may decline to consider any dispute that is not brought to its attention within thirty (30) days after the Sublessor's initial determination of such matter, and in such event the Sublessor's final determination of the matter shall be binding on the Sublessor, the Sublessee and all other On-Airport Rental Car Concessionaires.

(g) Allocation Based on Minimum Annual Guarantee. Minimum Annual Guarantee (MAG) shall be a primary factor in determining allocation on the Concession Agreement Effective Date, and each Concessionaire's allocation shall generally reflect its MAG as a percentage of the total MAG of all Concessionaires, as adjusted by the Sublessor to account for operational and facility constraints.

(h) (h) Sublessor Allocation Discretion. Notwithstanding the foregoing, all allocations and reallocations shall be made by the Sublessor in its reasonable discretion, taking into account Market Share, Minimum Annual Guarantee obligations under the Concession Agreement, operational efficiency, and facility constraints.

(i) No Guaranteed Configuration. Each Concessionaire, including any New Entrant, shall be allocated space sufficient to conduct its operations in accordance with the Concession Agreement, subject to the physical and operational constraints of the Consolidated Facility; provided, however, that no Concessionaire is guaranteed any specific configuration, quantity, or location of space within the Consolidated Facility, and all allocations remain subject to the Sublessor's reasonable discretion.

(j) Adjustment of Allocations. Initial allocations may be based on bid submissions and may be adjusted by the Sublessor following award and commencement of operations to reflect actual operational requirements.

The Sublessor shall not be liable to any Concessionaire for any allocation or reallocation of space made in good faith in accordance with this Sublease, the Lease, and the Concession Agreement.

3.4 Additional Matters Related to Certain Joint Use Facilities.

(a) To the extent the Sublessee is allocated shared Car Wash facilities with another On-Airport Rental Car Concessionaire, the Sublessee and such other On-Airport Rental Car Concessionaire shall work cooperatively to establish and carry out appropriate practices for

their shared use of such facilities, including practices for sharing the operation, maintenance, repair and replacement costs for such facilities.

3.5 Surplus Space. If at any time an On-Airport Rental Car Concessionaire relinquishes its right to allocated space in the Consolidated Facility, the Sublessor shall provide the other On-Airport Rental Car Concessionaires the opportunity to occupy all vacant surplus Counter Space, Car Washes, Fueling Stations, Ready/Return Space, Overflow Parking and any other such space (collectively, "Surplus Space") as follows:

(a) The opportunity to occupy the entire Surplus Space shall be offered to each On-Airport Rental Car Concessionaire in the order (highest to lowest) of each concessionaire's Market Share for the previous Allocation Year. If more than one On-Airport Rental Car Concessionaire has the same Market Share, the concessionaire that first became an On-Airport Rental Car Concessionaire as between those two shall have priority selection over the other.

(b) To exercise the option to occupy the Surplus Space without relinquishing the space assigned to that On-Airport Rental Car Concessionaire before its exercise, such On-Airport Rental Car Concessionaire must occupy the entire space that is vacant at the same Annual Guarantee (in addition to such On-Airport Rental Car Concessionaire's previously existing Annual Guarantee under the Concession Agreement) and other rent that had been paid by the On-Airport Rental Car Concessionaire that most recently occupied the space.

(c) Any occupant of the Surplus Space that occupies such space in addition to its previously assigned space must vacate either the previously assigned or the Surplus Space, at no cost to the State or the Sublessor, within thirty (30) days after written notice by the State that the space is required due to the award of a new On-Airport Rental Car Concession. Surplus Space shall not otherwise be subject to reallocation hereunder.

(d) Notwithstanding anything in the Concession Agreement to the contrary, in the event no On-Airport Rental Car Concessionaire elects to occupy the entire Surplus Space previously occupied by another On-Airport Rental Car Concessionaire, the State and the Sublessor may make portions of such Surplus Space available to individual On-Airport Rental Car Concessionaires in any reasonable manner the State and the Sublessor deem prudent to promote the overall efficient use of the Consolidated Facility.

Notwithstanding the foregoing, the Sublessor may allocate Surplus Space in its reasonable discretion to promote operational efficiency and compliance with the Lease and Concession Agreement

3.6 Common Areas. Common Areas shall be available for the common non-exclusive use of all On-Airport Rental Car Concessionaires and their respective employees, agents, guests, customers, invitees, contractors, suppliers, and furnishers of service. The Sublessee shall use the Common Areas cooperatively with all other On-Airport Rental Car Concessionaires and in accordance with any rules promulgated from time to time by the Sublessor or the State; provided that such rules apply to all similarly situated On-Airport Rental

Car Concessionaires and are reasonably related to the safety, care, appearance, reputation, comfort, operation or maintenance of the Consolidated Facility.

3.7 Trade Fixtures; Improvements. The Sublessee may install trade fixtures or other additions, including signs, booths and similar equipment, in or upon its Allocated Space; provided that the removal of any such items would not affect the structural integrity or usability of the Allocated Space. The Sublessee shall obtain a building permit as outlined in Article VIII (Operation of Concession Services), Section P (Signage) of its Concession Agreement in connection with any signage it proposes to display. All other additions, alterations or modifications of the Sublessee's space shall also be subject to State approval in the form of an Airport Building Permit that includes all required attachments and detailed drawings of the proposed instruction. The Sublessee must coordinate with the State prior to installing any antenna for wireless communication in or about the Consolidated Facility. The Sublessee agrees to remove any trade fixtures or other additions installed by it in or upon its Allocated Space promptly upon a termination of this Sublease.

3.8 Potential Consolidation of the Sublessee and Allocated Space Upon Assignment.

(a) The Sublessee shall not mortgage, hypothecate, nor otherwise encumber or assign its rights under this Sublease, in whole or in part, without the advance written consent of the State. Further, the Sublessee may mortgage, hypothecate, encumber or otherwise assign its rights under this Sublease only if it is permitted to do so, and does the same, under its Concession Agreement. Any attempt to assign, mortgage, hypothecate or encumber this Sublease in violation of this Section 3.8 is void and will confer no right, title or interest in or to this Sublease on any assignee, mortgagee, encumbrancer, pledge, lienholder, subtenant, successor or purchaser.

(b) For purposes of Section 3.8, any single or cumulative transfer of more than a fifty percent (50%) interest in a partnership, limited liability company or corporation is an assignment of an interest subject to approval of the State under this Section.

(c) Merger, consolidation, or sale of assets of the Sublessee with, or to, another On-Airport Rental Car Concessionaire at the Airport is not grounds for cancellation of the Concession Agreement or this Sublease. The Sublessee may consolidate its operations with another On-Airport Rental Car Concessionaire at the Airport only upon approval by the State and only if both On-Airport Rental Car Concessionaires are current on all obligations to the State under their respective Concession Agreements. Such consent will not be unreasonably withheld. If the State grants its consent to consolidation of operations of the Sublessee and another On-Airport Rental Car Concessionaire, the following shall occur:

1. The consolidated operation will select one of the Concession Agreements for modification only to the effect that the consolidated operation shall assume all obligations and liabilities of the consolidating On-Airport Rental Car Concessionaires and be treated as a single concessionaire under that Concession Agreement, occupying a single exclusive use area of one of the pre-consolidated concessionaires.

2. The consolidated operation will select one of the Subleases for modification only to the effect that the consolidated operation shall assume all obligations and liabilities of the consolidating On-Airport Rental Car Concessionaires and be treated as a single concessionaire under that Sublease, occupying a single Exclusive Use Area of one of the pre-consolidated concessionaires.

Any consolidation or assignment shall not entitle the affected Concessionaire(s) to any specific allocation of space, and all allocations shall remain subject to Section 3.3

ARTICLE IV USE; INSURANCE; EXPENSES OF OPERATION

4.1 Use. The Sublessee shall use its Allocated Space in the Consolidated Facility for operation of its rental car business and only as permitted hereunder, by the Lease and by the Concession Agreement, and in conformance with all such agreements. The Sublessee shall undertake all its operations and activities in the Consolidated Facility in conformance with the operational terms and conditions of the Lease.

4.2 Sublessee's Insurance.

(a) The Sublessee shall maintain the insurance required to be maintained by it under the Concession Agreement. In addition to the requirements set forth in the Concession Agreement, all such insurance must meet the following requirements:

1. Name the Sublessor as an additional insured for commercial general liability insurance.
2. Provide the Sublessor notification at least thirty (30) days before any termination, cancellation, or material change in insurance coverage.
3. Include a waiver of subrogation for worker's compensation insurance, auto liability, and all-risk property insurance so that the insurer waives all rights of subrogation against the Sublessor for payments made under the policy.
4. Contain an endorsement that such coverage is primary and non-contributing to any coverage maintained by Sublessor or the State.
5. The Sublessee's commercial general liability insurance must not include a pollution exclusion, or if it does, then the Sublessee shall provide a separate spill release insurance policy that affirmatively covers the release of and contamination by petroleum products, including gasoline, caused by the Sublessee's operation of the Fueling Station facilities allocated to it.

(b) This Sublease does not relieve the Sublessor of responsibility for providing the State with evidence of insurance that meets the requirements of the Lease, including coverage of the Sublessee's operations at the Airport.

4.3 Maintenance; Capital Repairs and Replacement.

(a) Except as provided in paragraph (c) below, the Sublessee shall be responsible for maintaining its Allocated Space at its sole direct expense. Subject to the foregoing, the Sublessee shall keep and maintain the Allocated Space in good order and in a clean, first-class condition, ordinary wear and tear excepted. Specifically, the Sublessee's maintenance obligations with respect to its Allocated Space shall include, but not be limited to, (i) the maintenance, repair, renewal and replacement of the Sublessee's Car Wash(es), Fueling Station facilities, and the equipment associated with each such facility; (ii) the maintenance, repair, renewal and replacement of any signage, trade fixtures and other improvements installed by the Sublessee in or upon its Allocated Space; (iii) all janitorial services required for the cleaning and upkeep of the Sublessee's Allocated Space; (iv) minor repairs to the Sublessee's Allocated Space necessitated by the Sublessee's ordinary operations; (v) major repairs to the Sublessee's Allocated Space necessitated by the Sublessee's breach of any provisions of this Sublease or by its negligent acts or omissions; (vi) removal of garbage to the common designated collection site at the Consolidated Facility and (vii) snow removal for the Sublessee's Overflow Parking space. In addition, the Sublessee shall provide its own cleaning supplies for its Car Wash(es), and shall provide all filters, brushes and other parts and supplies required for the operation and maintenance of its Car Wash(es) and its Fueling Station facilities. To the extent the Sublessee is allocated shared Car Wash facilities with another On-Airport Rental Car Concessionaire, the operation, maintenance, repair, and replacement costs for such facilities shall be shared in such manner as the Sublessee and such other On-Airport Rental Car Concessionaire may agree.

(b) The Sublessor shall be responsible for all ordinary maintenance associated with the Common Areas and any other part of the Consolidated Facility that is not allocated to the exclusive use of the Sublessee or any other On-Airport Rental Car Concessionaire. The Sublessor may, and at the direction of a Majority in Interest shall, retain a third-party contractor from time to time to perform all or any part of such maintenance responsibilities. The Sublessor shall keep and maintain (or cause any such contractor to keep and maintain) all areas subject to this paragraph (b) in good order and in a clean, first-class condition, ordinary wear and tear excepted. Specifically, the Sublessor's maintenance obligations with respect to the areas subject to this paragraph (b) shall include, but not be limited to, (i) all janitorial services required for the cleaning and upkeep of the Common Areas; (ii) minor repairs to common building systems and structural elements necessitated by ordinary operations, including mechanical repair, painting, minor concrete repair and asphalt sealing, and repair and replacement of lighting elements and fixtures; (iii) minor or seasonal landscaping; (iv) removal of garbage to the common designated collection site at the Consolidated Facility; (v) maintenance of such common designated garbage collection site and provision for the weekly or more frequent disposal of all garbage delivered there to an off-site location; and (vi) snow removal from all Common Areas and from the drive aisles in the Overflow Parking area. The Sublessor shall provide for the costs of the maintenance activities described under this paragraph (b) as outlined in Section 4.7 below, subject, however, to Section 4.8 below.

(c) The Sublessor shall be responsible for the repair and replacement of all capital elements of the Consolidated Facility in accordance with the standards set forth under the Lease. Such elements shall include (i) the HVAC, plumbing, electrical, water, wastewater,

drainage, elevator, common communications, fueling and other common building systems within the Consolidated Facility, and (ii) the major structural elements of the Consolidated Facility, including its roof membrane, foundation, concrete, concrete joints, asphalt and other structural elements eligible for treatment as capital improvements or repairs in accordance with generally accepted accounting standards. The Sublessor may, and at the direction of a Majority in Interest shall, retain one or more third party contractors from time to time to perform all or any part of its repair and replacement responsibilities under this paragraph (c); and the Sublessor, the State and a Majority in Interest may agree upon a schedule for the Sublessor's (or its contractors') regular performance of any such activities. The Sublessor shall provide for the costs of the repair and replacement activities described in this paragraph (c) as outlined in Section 4.7 below. Notwithstanding anything herein to the contrary, the Sublessee shall not be responsible for any matters or costs described in this paragraph (c), except to the extent directly caused by the Sublessee's breach of this Sublease or by its negligent acts or omissions, regardless of whether any such matters or costs are related to any of the Sublessee's Allocated Space

(d) Sublessor shall not be responsible for any operational inefficiencies arising from allocation or reallocation of space.

4.4 Utilities.

(a) The Sublessee shall be solely responsible for payment for all electricity used in connection with its Ready/Return Space, as well as for all charges associated with the usage of the telecommunications connections installed in its Allocated Space. The Sublessor will provide for the Sublessee's Ready/Return Space to be separately metered for electricity services and for its telecommunications connections to be separately connectable. The Sublessee shall be responsible for establishing its own accounts with the applicable utility providers for its separately metered Ready/Return Space and for its telecommunications connections. Notwithstanding the foregoing, in the event that any such services are established in the Sublessor's name, the Sublessee shall directly and timely pay the Sublessor for the applicable charges upon delivery of a written invoice by the Sublessor.

(b) The Sublessor shall be responsible for providing all other necessary utilities (including water, gas, sewage and other electricity) in the Consolidated Facility and shall establish accounts in its name with the applicable providers of all such utility services.

1. As further described in Section 5.2(a) hereof, the Sublessee shall pay the Sublessor on a monthly basis for the Sublessee's allocated share of the monthly costs for electricity, water and other utilities based on its Allocated Space Pro Rata Share. Further, in the event that the Sublessee installs uncommon equipment or undertakes uncommon practices (when compared to the other On-Airport Rental Car Concessionaires) that causes it to use a highly disproportionate level of any common utility services relative to its Allocated Space when compared to the allocated space of all other On-Airport Rental Car Concessionaires, then the Sublessor in its reasonable discretion may separately assess the Sublessee under Section 5.2(a) hereof for its disproportionate use of the affected utility service(s) or, to the extent feasible, require the

Sublessee to establish a separate metered account with the related utility service provider(s) and pay such provider(s) directly for its use of the same.

2. Except as provided in sub-section 1 above, the Sublessor shall provide for the costs of all utility services described in this paragraph (b) as outlined in Section 4.7 below, subject, however, to Section 4.8 below.

4.5 Sublessor's Insurance. The Sublessor shall procure and maintain all insurance required to be maintained by it under the Lease, including Article XII thereof. The Sublessor shall seek and apply the available proceeds of any such insurance as required by the Lease. The Sublessor shall provide for the costs of all insurance described in this Section 4.5 as outlined in Section 4.7 below, subject, however, to Section 4.8 below.

4.6 Taxes and Assessments. The Sublessor shall be responsible for all taxes, special assessments and other charges lawfully imposed upon the Consolidated Facility, including all real property taxes, if any, imposed by the Municipality of Anchorage. The Sublessor shall provide for the costs of all such charges described in this Section 4.6 as outlined in Section 4.7 below, subject, however to Section 4.8 below.

4.7 Annual Budget; Payment of Common Expenses.

(a) No later than October 1 of each year during the term of this Sublease, the Sublessor shall prepare and submit to the Sublessee and to all other On-Airport Rental Car Concessionaires a proposed annual Budget for the next Bond Year or partial Bond Year projecting all common expenses for the operations, maintenance and repair of the Consolidated Facility for such period, including but not limited to the Sublessor's Administrative Fees, the expenses described in Sections 4.3(b), 4.3(c), 4.4(b)(2), 4.5, and 4.6 herein, and any indemnification obligations owed by the Sublessor to the Trustee under the Use of Proceeds Agreement (as defined in the Trust Indenture). Each such proposed Budget shall itemize categories of projected expenditures and summarize the basis for the projections in each category, and to the extent the Sublessor undertakes to perform directly any of the maintenance and repair responsibilities described under Sections 4.3(b) or 4.3(c) hereof (as opposed to retaining one or more third parties for the performance of such responsibilities), the proposed Budget shall also include such separate Property Management Fees. Applying the methods set forth under Section IX.R.10 of the Lease, each such proposed Budget shall also designate the proposed funding source for each listed expenditure from among (i) the Operations and Maintenance Fund under the Trust Indenture, (ii) the Renewal and Replacement Fund under the Trust Indenture, (iii) payments to be made by the Sublessee under Article V of this Sublease and similar payments to be made by the other On-Airport Rental Car Concessionaires, and (iv) any other available funds. Each annual proposed Budget shall be subject to modification and approval by a Majority in Interest, and a Majority in Interest may eliminate by veto or add any specific item to the proposed Budget. Failure by a Majority in Interest to modify or otherwise approve a proposed annual Budget of the Sublessor by the ensuing November 1 shall be deemed to constitute its approval of the proposed Budget. Following approval by a Majority in Interest, the Sublessor shall submit each annual Budget to the State for its review of the designated funding sources in accordance with Section IX.R.10 of the Lease.

(b) Upon and following the State's approval of the funding sources associated with the annual Budget for any Bond Year, and to the maximum extent permitted by such approval, the Sublessor shall work cooperatively with the State, the Sublessee and the other On-Airport Rental Car Concessionaires to requisition and receive available funds under the Trust Indenture (from the Operations and Maintenance Fund and/or the Repair and Replacement Fund, as applicable) a monthly or more frequent basis to enable the timely payment of all costs associated with the Sublessor's maintenance and repair responsibilities under this Sublease for that Bond Year, including but not limited to the responsibilities described in Sections 4.3(b), 4.3(c), 4.4(b)(2), 4.5 and 4.6 hereof (but in the case of property taxes and similar charges to be paid as described in Section 4.6 hereof, only to the extent permitted under Section IX.R.10 of the Lease). Shortfalls in available funding for approved expenditures under each annual Budget shall be charged to the Sublessee and to the other On-Airport Rental Car Concessionaires to the extent set forth in Article V hereof.

(c) A Majority in Interest may modify a previously approved annual Budget during the course of the applicable Bond Year; provided that any such modification shall have no effect on the level of State-approved funding sources for any budgeted expenditure.

(d) Notwithstanding anything herein to the contrary, (i) the Sublessor shall not incur any expenses for any category of expenditures listed in the approved Budget for any Bond Year beyond the applicable approved budgeted amount(s), unless approved or ratified by a Majority in Interest or unless necessary for the Sublessor to meet its maintenance obligations under this Sublease or the Lease, and (ii) the Sublessor shall not be responsible for any major repair and replacement activity described in Section 4.3(c) to the extent there are insufficient funds available for such purpose in the Repair and Replacement Fund under the Trust Indenture.

(e) Within ten (10) days following the end of each calendar quarter, or at such other times as may be requested by a Majority in Interest, the Sublessor shall provide the Sublessee and all other On-Airport Rental Car Concessionaires with a written report summarizing the common operations, maintenance and repair expenditures incurred and/or paid by the Sublessor in respect of the Consolidated Facility during the prior calendar quarter or other applicable reporting period, which report shall also include comparisons to the initially projected amounts in the applicable Budget for that reporting period and on a year-to-date basis. The Sublessor shall provide the State, the Sublessee and all other On-Airport Rental Car Concessionaires, upon reasonable notice, with access to the Sublessor's books and records relating to the Consolidated Facility.

4.8 State to Assume Common Operations, Maintenance and Repair Costs in Certain Circumstances. Notwithstanding anything herein to the contrary, if and only if a court of competent jurisdiction determines that the holders of the State's General Airport Revenue Bonds have a lien on the proceeds of the FMC, the State shall continue to require the Sublessee and all other On-Airport Rental Car Concessionaires to collect and remit to the Trustee the FMC (which shall not be increased other than consistent with the consumer price index or as otherwise approved by the State and a Majority in Interest, and which shall in no event be set at an amount greater than that necessary to pay the actual costs of the operation and maintenance, management, utility and insurance expenses payable for the activities described in Sections 4.3(b), 4.4(b)(2) and 4.5 of this Sublease, as well as the portion of any charges payable under

Section 4.6 of this Sublease which are eligible for payment from funds in the Operations and Maintenance Fund under the Trust Indenture pursuant to Section IX.R.10 of the Lease, together with any Administrative Fees and Property Management Fees); the Trustee shall promptly pay such proceeds to the State as they are received from the On-Airport Rental Car Concessionaires; and the State shall become solely responsible for the costs of operation and maintenance for which the Sublessor would have otherwise been paid or reimbursed under this Sublease with proceeds of the FMC (specifically including the costs for those activities described under Sections 4.3(b), 4.4(b)(2) and 4.5 of this Sublease, as well as the portion of any charges payable under Section 4.6 of this Sublease which are eligible for payment from funds in the Operations and Maintenance Fund under the Trust Indenture pursuant to Section IX.R.10 of the Lease, together with any Administrative Fees and Property Management Fees). In the foregoing circumstance only, neither the On-Airport Rental Car Concessionaires (including the Sublessee) nor the Sublessor shall have any responsibility for the payment of any such expenses.

4.9 Sublessee's rights to use the Allocated Space are subject to and dependent upon its rights under the Concession Agreement

**ARTICLE V
LAND RENT AND OTHER CHARGES**

5.1 Land Rent. The Sublessee shall pay to the Sublessor a monthly assessment equal to its Allocated Space Pro Rata Share of the monthly land rent payable to the State pursuant to Section VI.A of the Lease for the following month. Such amount shall be payable on or before the first (1st) day of each month. The Sublessor shall notify the Sublessee in writing of the amount due under this Section 5.1 at least fifteen (15) days before the first such payment is due and at least fifteen (15) days before the due date for any payment that is different in amount from the Sublessee's previous monthly payment. Such notices shall include the calculation of such amount. The Sublessor agrees to hold all amounts remitted to it under this Section 5.1 in trust on behalf of the State and to remit such amounts to the State as payment of land rent under Section VI.A of the Lease as and when due. Notwithstanding anything herein to the contrary, the Sublessee shall pay any amounts when due under this Section 5.1 directly to the State at any time when the State provides notice to the Sublessee and the Sublessor directing that such amounts be paid to it rather than to the Sublessor, and, in such event, the State shall credit all such amounts directly paid to it against the Sublessor's obligations under Section VI.A of the Lease.

5.2 Additional Charges.

(a) Allocated Charges for Certain Utilities and Property Taxes. The Sublessee shall pay to the Sublessor a monthly installment, in advance on the first (1st) day of each such month, equal to one-twelfth (1/12) of the total estimated annual charges to be allocated to the Sublessor for the applicable Bond Year based on the then-current Budget for each of the following expenses:

1. the Sublessee's Allocated Space Pro Rata Share of the utility charges associated with the Car Washes and Fueling Stations incurred or to be incurred by the Sublessor in respect of such Bond Year pursuant to Section 4.4(b)(1) hereof;

provided that only the allocated space associated with the Car Washes and the Fueling Stations shall be considered for purposes of the foregoing calculation; plus

2. the costs, if any, incurred or to be incurred by the Sublessor in respect of such Bond Year and associated with the Sublessee's disproportionate use of any common utilities provided by the Sublessor pursuant to Section 4.4(b) hereof which the Sublessor determines should be separately charged to the Sublessee as provided under Section 4.4(b)(1) hereof; plus

3. the Sublessee's Allocated Space Pro Rata Share of any property taxes and similar charges incurred or to be incurred by the Sublessor pursuant to Section 4.6 hereof in respect of such Bond Year which are not eligible for payment from funds in the Operations and Maintenance Fund under the Trust Indenture pursuant to Section IX.R.10 of the Lease.

(b) Contingent Allocated Charges for Ordinary Maintenance, Common Area Utilities, Insurance and Property Taxes. The Sublessee shall pay to the Sublessor a monthly installment, in advance on the first (1st) day of each such month, equal to one-twelfth (1/12) of the total estimated annual charges to be allocated to the Sublessor for the applicable Bond Year based on the then-current Budget for each of the following expenses, in each case to the extent it is projected in the then-current Budget that such expenses will not be paid from available funds under the Trust Indenture during such Bond Year as contemplated under Section 4.7(b) hereof (herein referred to as "Non-Indenture Funded" expenses):

1. the Sublessee's Allocated Space Pro Rata Share of any Non-Indenture Funded operation and maintenance expenses incurred or to be incurred by the Sublessor pursuant to Section 4.3(b) hereof in respect of such Bond Year; plus

2. the Sublessee's Allocated Space Pro Rata Share of any Non-Indenture Funded common utilities expenses incurred or to be incurred by the Sublessor pursuant to Section 4.4(b) hereof in respect of such Bond Year; plus

3. the Sublessee's Allocated Space Pro Rata Share of any Non-Indenture Funded insurance expenses incurred or to be incurred by the Sublessor pursuant to Section 4.5 hereof in respect of such Bond Year; plus

4. the Sublessee's Allocated Space Pro Rata Share of any property taxes and similar charges incurred or to be incurred by the Sublessor pursuant to Section 4.6 hereof in respect of such Bond Year which are eligible for payment from funds in the Operations and Maintenance Fund under the Trust Indenture pursuant to Section IX.R.10 of the Lease, but which nevertheless constitute Non-Indenture Funded expenses for such Bond Year; plus

5. the Sublessee's Allocated Space Pro Rata Share of any Non-Indenture Funded Administrative Fees and Property Management Fees payable to the Sublessor in respect of such Bond Year.

(c) Monthly Payment of Estimated Charges; Reconciliations; Special Assessments; No Set-Off. The Sublessee shall pay each monthly installment when required of it in respect of the expenses described above in paragraph 5.02(a) (the “Non-Contingent Expenses”) and paragraph 5.02(b) (the “Contingent Expenses”). Within twenty five (25) days after the end of each calendar quarter or such other extended period as may be approved by a Majority in Interest (each, a “Reconciliation Period”), the Sublessor shall furnish the Sublessee with a written statement showing in reasonable detail the Non-Contingent Expenses and the Contingent Expenses, if any, actually incurred by Sublessor during such Reconciliation Period and allocable to the Sublessee based upon the allocation principles set forth in paragraphs 5.02(a) and 5.02(b) above. If the aggregate of the Sublessee’s monthly installments for its allocated shares of estimated Non-Contingent Expenses and Contingent Expenses in respect of any Reconciliation Period shall exceed its allocable share of the actual Non-Contingent Expenses and Contingent Expenses for such Reconciliation Period, then the amount of such excess shall be credited against the next accruing monthly installment or installments of the Sublessee’s share of Non-Contingent Expenses and Contingent Expenses due hereunder. If the aggregate of the Sublessee’s monthly installments for its allocated shares of estimated Non-Contingent Expenses and Contingent Expenses in respect of any Reconciliation Period are less than its allocable share of the actual Non-Contingent Expenses and Contingent Expenses for such Reconciliation Period, then the Sublessee shall immediately pay to the Sublessor the amount of the deficiency. Further, to the extent necessary to pay any properly incurred expenditure that has not been provided for pursuant to a prior monthly assessment, the Sublessor may assess the Sublessee and/or the other On-Airport Rental Car Concessionaires, as applicable, in between regular monthly assessments using the applicable methodologies set forth in Section 5.02(a) or 5.02(b) above, and the Sublessee agrees to pay any such special assessment imposed upon it within ten (10) days following written notification of such special assessment from the Sublessor (which notice shall include a statement and calculation of the amount due). Except as provided above, monthly installments and other amounts payable under this Sublease shall be paid without any deduction or set-off whatsoever.

(d) Costs Incurred as a Result of Certain Actions of Sublessee. The Sublessee will pay to the Sublessor promptly upon demand any amount incurred or necessary to be incurred by the Sublessor to repair physical damage to Common Areas or other areas within the Consolidated Facility caused by the negligent acts or omissions of the Sublessee or its agents, customers, or other invitees and which (i) is not recoverable under the insurance maintained by the Sublessor pursuant to the Lease and this Sublease and (ii) remains unrepaired by the Sublessee after reasonable notice and opportunity to repair.

(e) No Contingent Assessments in Certain Circumstances. Should the events set forth in Section 4.8 of this Sublease occur, the Sublessee shall no longer be charged the assessments set forth under Section 5.2(b) hereof.

(f) Property Tax Challenges. At the direction of a Majority in Interest, the Sublessor shall challenge or appeal any taxes or special assessments imposed upon the Consolidated Facility. In such event, the Sublessee shall reimburse the Sublessor for the Sublessee’s Allocated Space Pro Rate Share of the Lessor’s costs in pursuing any such challenge or appeal within ten (10) days’ written notice from the Sublessor. If a Majority in Interest does

not act to challenge or appeal any taxes or special assessments imposed upon the Consolidated Facility, the Sublessee may do so in its own name and at its own sole expense.

5.3 Amounts Payable by Defaulting On-Airport Rental Car Concessionaires. As required by the Lease, if an On-Airport Rental Car Concessionaire other than the Sublessee fails to make payments when due under provisions of its sublease with the Sublessor which are analogous to the provisions of Sections 5.1, 5.2(a) or 5.2(b) of this Sublease, and if the defaulting On-Airport Rental Car Concessionaire's performance bond or security deposit benefiting the Sublessor is insufficient to pay such amounts, then the Sublessee agrees to pay to the Sublessor the Sublessee's Allocated Space Pro Rata Share (without taking into account the Allocated Space of the defaulting concessionaire) of the shortfall within ten (10) days following written notification of such shortfall from the Sublessor (which notice shall include a statement and calculation of the amount due); provided that the Sublessor shall promptly reimburse the Sublessee proportionately for any amounts so paid that are ultimately recovered from the defaulting On-Airport Rental Car Concessionaire or from other sources. Except as provided in this Section 5.3 and in Section 3.8, the Sublessee shall not otherwise be responsible for paying any amount owed by another On-Airport Rental Car Concessionaire under its sublease with the Sublessor.

5.4 Late Charges. Beginning the day after payment is due, (i) interest at the rate specified under Section VI.D of the Lease shall be assessed in respect of any assessment under Section 5.1 hereof that is not paid on time, which interest shall be remitted to the State, and (ii) interest at the Applicable Rate shall be assessed in respect of any other assessment or amount due under Section 5.2 or 5.3 hereof that is not paid on time, which interest shall be remitted to the Trustee for deposit in the Operations and Maintenance Fund under the Trust Indenture.

All obligations of the Sublessee under this Sublease are several and not joint with any other On-Airport Rental Car Concessionaire

ARTICLE VI CFCS AND FMCS

6.1 CFCS and FMCs. The Sublessee will, in compliance with the Concession Agreement and with the terms stated in the Lease and an applicable Order issued by the Commissioner, collect from its customers and remit to the Trustee, any CFC and any FMC set by such Order of the Commissioner:

(a) The Sublessee will collect the CFC and the FMC on all Transactions (as defined in the Concession Agreement) under the Concession Agreement to the extent required under an Order of the Commissioner. The CFC and the FMC together will be listed as one line item designated "Customer Facility Charges" in the Sublessee's rental agreements, invoices, and other communications with its customers.

(b) Imposition of the CFC and FMC, and any change in the amount of either, will apply to each Transaction that both (1) begins on or after the effective date of the imposition or change as stated in the applicable Order of the Commissioner, and (2) as of 12:01 a.m. on the third business day after the State's notification to the Sublessee of such imposition or change, is

not (a) subject to a reservation that precludes the assessment of such a charge subsequently imposed by a government entity, or (b) prepaid in full.

6.2 Collection of CFCs and FMCs. Pursuant to the Concession Agreement, upon and following the date the obligation to collect the CFC becomes effective under an imposed Order by the Commissioner, the Sublessee shall collect the CFC as required by such Order until such obligation is suspended under such Order, lifted by expiration of such Order, or lifted by a subsequent Order by the Commissioner in accordance with the Concession Agreement. Upon and following the date the obligation to collect the FMC becomes effective under an imposed Order by the Commissioner, the Sublessee shall also collect the FMC as required by such Order until such obligation is suspended under such Order, lifted by expiration of such Order or lifted by a subsequent Order by the Commissioner. The Sublessee shall collect any applicable CFC or FMC at the time the first payment is made on the Transaction. With respect to cancellation of any portion of a Transaction for which a CFC or FMC has already been collected, amounts rebated to a customer may be deducted from a subsequent CFC or FMC payment, and specifically identified to the State and to the Trustee in the next Certified Activity Report delivered by the Sublessee under the Concession Agreement. The Sublessee shall hold any CFCs and FMCs it collects in an account or accounts (which account or accounts may also contain other proceeds similarly held in trust) separate from the Sublessee's assets, in trust for the Trustee until remitted to the Trustee as described below. Each of the Sublessee and the Sublessor acknowledges that it has no and shall never have any possessory claim or ownership interest in any CFCs or FMCs collected by the Sublessee.

6.3 Remittance of CFCs and FMCs; Certified Activity Reports. Pursuant to the Concession Agreement, on or before the twentieth (20th) day of each month, the Sublessee shall remit to the Trustee any and all CFCs and FMCs it collected or was obligated to collect in the preceding calendar month regardless of whether or not the full amount of such CFC or FMC was actually collected by the Sublessee along with a copy of the Certified Activity Report required under Article VI (Fees and Payments), Section D of the Concession Agreement. Remittances shall be made in United States of America currency, either by check, bank draft, wire transfer or money order payable as directed by the Trustee.

6.4 Independent Rate Consultant.

(a) The Sublessor shall retain an Independent Rate Consultant to make recommendations to the Commissioner concerning the requisite levels of the CFC and FMC as set forth in Section IX.R of the Lease. The Sublessor shall procure payments for the fees and expenses of the Independent Rate Consultant from time to time from amounts on deposit in the Administrative Expense Fund under the Trust Indenture.

(b) The Sublessee shall provide the Sublessor with copies of its monthly Certified Activity Reports (excluding, however, gross revenues data) promptly as filed with the State and the Trustee pursuant to the Concession Agreement. The Sublessor shall provide copies of such Certified Activity Reports to the Independent Rate Consultant. The Sublessee shall promptly provide the Sublessor and the Independent Rate Consultant with such additional information as they may reasonably request to assist the Independent Rate Consultant in making its recommendations pursuant to the Lease.

6.5 State's Obligation and Authority to Continue the CFC in Certain Events.

Pursuant to Section V.B of the Lease, if and so long as any indebtedness secured with the approval of the Commissioner by CFCs remains outstanding at the expiration of or earlier termination of the Lease for any reason, the State has agreed to manage, operate and maintain the Consolidated Facility or a replacement facility for rental car operations and to continue to require all On-Airport Rental Car Concessionaires to operate from the Consolidated Facility under a subsequent agreement under terms substantially similar to this Sublease, but adapted to direct management by the State, and collect and remit CFCs and FMCs until all such indebtedness is repaid in full. Further, in the event the Sublessor is in breach of the terms of the Lease and if the Consolidated Facility is damaged thereafter so as to be substantially unusable, the State has agreed that it will terminate the Lease and use good faith efforts to complete construction or repair of the Consolidated Facility, or so much of it, or a replacement facility for rental car operations, as is feasible and capable of supporting occupancy by the On-Airport Rental Car Concessionaires, using funds available under the Trust Indenture or proceeds of the payment and performance bonds or insurance, as the case may be. In the event of any such termination, the State has agreed that it will consult with the On-Airport Rental Car Concessionaires with respect to any material modifications in the design or construction of the Consolidated Facility that the State deems reasonably necessary due to any shortfall of funds under the Trust Indenture. The Sublessee hereby acknowledges the foregoing commitments that have been made by the State and agrees that in any such case, the State shall have no obligation to use funds other than proceeds of the CFC Bonds, or the fruit of such proceeds (including proceeds of payment and performance bonds and insurance proceeds), and for so long as its Concession Agreement is in effect, it shall occupy the facility constructed with such funds as they may be available and shall continue to collect CFCs even though such facility, or replacement facility for rental car operations, may have significantly less functional utility than was designed or contemplated when the CFC Bonds or any completion bonds were originally issued.

**ARTICLE VII
ADDITIONAL COVENANTS OF SUBLESSEE**

7.1 Compliance with Concession Agreement. Sublessee shall comply in all material respects with the Concession Agreement, and any material breach thereof shall constitute a default under this Sublease. Sublessee acknowledges that its rights to Allocated Space are subject to and subordinate to its obligations under the Concession Agreement

7.2 No Liens. The Sublessee shall not cause the imposition of any lien on the Consolidated Facility.

7.3 Compliance with Laws; Indemnification.

(a) The Sublessee shall, at its sole expense, promptly comply in all material respects with all federal, State of Alaska, and local laws, ordinances, regulations and Airport rules that are either now, or in the future, in force that regulate the Sublessee's use of, or that otherwise apply to the Consolidated Facility.

(b) Without limiting the generality of the foregoing, the Sublessee shall comply with any State of Alaska and federal regulation governing hazardous substances,

including hazardous wastes, and any State or Sublessor instructions regarding environmental concerns, regardless of whether based on specific law, regulation, or order of any governmental authority. The Sublessee assumes responsibility for any spill of oil, oil-based substance, or hazardous substance attributable to its operations under this Sublease. Further, the Sublessee shall comply in all respects with the provisions of Section X.F of the Lease with respect to its fueling operations and the release of any hazardous substances by it at the Consolidated Facility. The Sublessee shall immediately notify the State and the Sublessor of any such release as well as the action taken. With respect to any such occurrence, the Sublessee shall indemnify, defend, save, and hold the State and the Sublessor and their respective agent, employees, and members, if any, harmless from any loss, claim, suit, or judgment.

(c) The Sublessee shall indemnify, defend and hold the Sublessor and its members, agents and employees harmless from and against any and all liability, expense or damage of any kind or nature, and from any suits, claims or demands, including reasonable legal fees and expenses, arising out of or in connection with (a) any breach by the Sublessee of any of its obligations hereunder, (b) the Sublessee's use and occupation of the Consolidated Facility, including its Allocated Space, or (c) the Sublessee's operations and employees, customers or agents at the Airport; provided that such indemnity shall not extend to any liability, expense, damage, suit, claim or demand that is caused solely by the willful misconduct or gross negligence of the Sublessor, its members, agents or employees. Upon receiving knowledge of any suit, claim, or demand asserted by a third party that the Sublessor believes is covered by this indemnity, the Sublessor shall give the Sublessee written notice of the matter and an opportunity to defend it, at the Sublessee's sole cost and expense, with legal counsel reasonably satisfactory to the Sublessor. The Sublessor may also require Sublessee to so defend the matter or Sublessor may elect to defend such matter with its own counsel. The obligations on the part of Sublessee under this section shall survive the expiration or earlier termination of this Sublease or the Concession Agreement.

ARTICLE VIII ADDITIONAL COVENANTS OF SUBLESSOR

8.1 Certain Improvements. The Sublessor shall not make or allow to be made any Significant Changes without approval of a Majority in Interest.

8.2 Compliance with Lease. The Sublessor shall comply with all provisions applicable to it under the Lease.

8.3 Enforcement of Lease. The Sublessor shall enforce all provisions of the Lease against the State as and to the extent instructed by a Majority in Interest. The Sublessor shall notify the Sublessee and all other On-Airport Rental Car Concessionaires of any violation or suspected violation of the Lease by the State as soon as reasonably possible after the occurrence of such violation. Sublessor shall not be responsible for enforcing the State's obligations under the Lease or the Concession Agreement

8.4 Actions to be Taken with State or Majority in Interest Approval.

(a) Except for actions specifically required to be taken by the Sublessor herein, the Sublessor shall act (or refrain from acting) with respect to maintenance and management and repair of the Consolidated Facility, and discretionary acts not otherwise made mandatory under the Lease, in consultation with the On-Airport Rental Car Concessionaires and upon instruction from or approval of a Majority in Interest, except that:

1. The Sublessor shall, without the need for obtaining Majority in Interest approval, terminate the Sublease of and use of the Consolidated Rental Car Facility by any On-Airport Rental Car Concessionaire that (i) is not collecting or remitting its CFCs and/or FMCs as required by its concession agreement or sublease as the Sublessor is notified by the Trustee, (ii) otherwise fails to make a payment under its sublease within the grace period set forth therein, (iii) causes the imposition of a lien on the Consolidated Facility in violation of its sublease or (iv) the concession agreement of which has terminated; provided that the procedures set forth under Section 10.2(c) of this Sublease must be followed; and

2. The Sublessor shall follow the instructions of the State with respect to the exercise of remedies with respect to a default by an On-Airport Rental Car Concessionaire under its sublease other than a payment default.

(b) To the extent a Majority in Interest provides instructions to the Sublessor regarding maintenance and operation standards, the Budget or any other matters, the Sublessee, through its participation in any Majority in Interest shall not take or instruct the Sublessor or Venture Development Group, its affiliate, to take any action that creates a restraint on pricing, output, or quality of service, or that may tend unreasonably to restrain competition. If at any time a Majority in Interest decides to take or direct action over the opposition or objection of one or more On-Airport Rental Car Concessionaires, the Majority in Interest shall notify the State what the Majority in Interest has decided and the nature of the opposition or objection. In the event Sublessor is uncertain of whether any action violates the foregoing prohibition, then it may tender the question to the State for direction, which shall be binding on the Sublessor, the Sublessee and each of the other On-Airport Rental Car Concessionaires.

ARTICLE IX PERFORMANCE BOND OR SECURITY DEPOSIT

9.1 Security Deposit or Performance Bond. The Sublessee shall submit a performance bond or security deposit to the Sublessor to guarantee performance of all obligations and payment of all sums due under this Sublease. The amount of the performance bond or deposit shall be not less than the total of all amounts expected to be payable for three months pursuant to Sections 5.1, 5.2(a) and 5.2(b) hereof (provided that for purposes of this calculation budgeted expenditures that are payable less frequently than monthly shall be assumed to be paid in equal monthly installments). The Sublessee shall maintain the level of such deposit or keep such performance bond in effect throughout the period of this Sublease.

(a) The Sublessor may increase or revise the amount of the security deposit or performance bond by written demand, provided that such increase or revision is based on increases in the anticipated amounts payable, that such increase applies to each On-Airport Rental Car Concessionaire and that such increase is approved by the State.

(b) The Sublessor 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 approval by the Sublessor.

(c) The Sublessor will base its approval of the form of the bond on certainty of the assurance that the Sublessee's failure to make timely payments or comply with any requirement of this Sublease will readily allow the Sublessor to attach and collect the full amount of the bond.

9.2 Release of Bond. The Sublessor will release the bond only by written authorization after the Sublessee has met all Sublease obligations hereunder. Neither cancellation nor expiration of this Sublease constitutes a release or discharge of the bond.

ARTICLE X DEFAULT AND REMEDIES

10.1 Events of Default. Each of the following shall be an Event of Default hereunder:

(a) Failure to Collect or Remit CFCs or FMCs. The Sublessee fails to collect or remit CFCs or FMCs as required hereunder.

(b) Failure to Pay other Amounts Due Hereunder. The Sublessee fails to pay any amount due hereunder when due following ten (10) days' written notice from the Sublessor.

(c) Creation of Liens on the Consolidated Facility. A lien is filed against the Consolidated Facility because of any act or omission of the Sublessee, and the lien is not removed, enjoined, or a bond of satisfaction of the lien is not posted within thirty (30) days.

(d) Failure to Comply with Other Covenants Hereunder. The Sublessee does not perform any provision or covenant under this Sublease other than as set forth in subsections (a), (b) and (c) above or (e) below, and fails to cure such nonperformance within thirty (30) days after receiving written notice from the Sublessor of such nonperformance.

(e) Insolvency, Etc. A petition in bankruptcy is filed by or against the Sublessee, a court enters a judgment of insolvency against the Sublessee, or a trustee or receiver is appointed for the Sublessee's assets in a proceeding brought by or against the Sublessee.

(f) Termination, expiration, or suspension of the Concession Agreement

10.2 Certain Remedies.

(a) Automatic Termination for Certain Defaults. In the event of an Event of Default pursuant to Section 10.1(b) hereof, the Sublessor shall take immediate action to

terminate this Sublease, subject to paragraph (c) below, and request that the State terminate the Concession Agreement. In addition, should the Trustee advise the Sublessor of an Event of Default pursuant to Section 10(a) hereof, or should the Sublessor otherwise have notice of such Event of Default, the Sublessor shall take immediate action to terminate this Sublease (subject to paragraph (c) below) and to enforce the obligations so breached. In such event, the Sublessor shall likewise request that the State terminate the Concession Agreement. Further, upon the occurrence of any event or condition that would give rise to an Event of Default under Section 10.1(b), (c) or (d) hereof, but for the giving of notice and an opportunity to cure, the Sublessor shall give immediate notice of such event or occurrence to the Sublessee.

(b) Other Defaults. Pursuant to Section 8.4(a) hereof, should an Event of Default occur hereunder other than under Section 10.1(a) or (b), the Sublessor shall follow the instructions of the State with respect to the exercise of remedies.

(c) Termination. The Sublessor may terminate this Sublease while the Concession Agreement remains in effect only with the prior written consent of the State, which consent shall be given, in absence of cure of the default prior to consent, within fifteen (15) business days of receipt of documentation showing to the reasonable satisfaction of the Lessor (i) the basis for the proposed termination and evidence that such termination is permitted under this Sublease; (ii) that the Sublessee has first been provided not less than thirty (30) days (or fifteen (15) days in the case of a failure to collect or remit CFCs or FMCs) notice of the basis for the proposed termination and an opportunity to cure or rebut that basis; and (iii) that the Sublessee has failed to cure or rebut the basis for the proposed termination within such notice period. The parties acknowledge that the Concession Agreement, ARTICLE XXI (CANCELLATION BY STATE), Section E (TERMINATION OF SUBLEASE) shall be interpreted to require the State to cancel the Sublessee's Concession Agreement if this Sublease is terminated by its terms only if such termination is due to a default by the Sublessee. Termination of this Sublease due to termination of the Lease by the State for default of the Sublessor will not be grounds for termination of the Concession Agreement. In the event of a default of the Sublessor under this Sublease, the remedies of the Sublessee may include any or all of the following:

1. Replacement of the Sublessor by a Majority in Interest and consent of the State as provided in Section 11.2(a) hereof; or
2. Recovery of damages, specific performance or other equitable remedies from the Sublessor; but
3. Shall expressly exclude termination of this Sublease absent the consent of the State and contractual provisions binding on the Sublessee that obligate the Sublessee to collect and remit CFCs and FMCs to the Trustee as if this Sublease remained in good standing without default by the Sublessor.

10.3 Remedies of Sublessor Upon an Event of Default.

(a) Subject to Sections 10.2(b) and (c) above, upon and during any Event of Default hereunder, the Sublessor may at any time thereafter before such Event of Default is cured by the Sublessee:

1. Reenter the Sublessee's Allocated Space and remove all persons and property located thereon, and store such property at the cost of and for the account of the Sublessee. Upon any such reentry, the Sublessor shall have the right to make any repairs, alterations, or modifications to the Allocated Space which the Sublessor in its sole discretion deems reasonable and necessary for use by a subsequent sublessee. The Sublessee shall pay to the Sublessor on demand any expense incurred by the Sublessor in re-entering and terminating this Sublease, including but not limited to reasonable legal fees and the cost of any repairs, alterations, or modifications to the Allocated Space. No such reentry or taking possession of the Allocated Space by the Sublessor shall be construed as an election on the Sublessor's part to terminate this Sublease unless a written notice of the Sublessor's intention to terminate this Sublease is delivered to the Sublessee.

2. In addition to any other remedy the Sublessor may have, whether any reletting has occurred or not, elect to terminate this Sublease and recover from the Sublessee any damages incurred by reason of such default, including the costs of recovering the Sublessee's Allocated Space and reasonable attorney's fees.

3. Pursue any other remedy now or hereafter available to the Sublessor under the laws or judicial decisions of the State of Alaska.

(b) Notwithstanding the Sublessee being in default under this Sublease and having abandoned its Allocated Space, this Sublease shall continue in effect so long as the Sublessor does not terminate the Sublessee's right to possession, and (subject to Section 10.2(b) and (c) above) the Sublessor may enforce all of its rights and remedies under this Sublease, including the right to recover rents and other assessments hereunder as they become due. For purposes of this Section 10.3 and Section 10.2, the following shall not constitute a termination of the Sublessee's right to possession: acts of maintenance or preservation; or the appointment of a receiver upon initiative of the Sublessor to protect the Sublessor's interest under this Sublease.

ARTICLE XI MISCELLANEOUS

11.1 Waiver. The waiver of any provision of this Sublease by any party shall be limited to the particular instance involved and shall not be deemed to waive any other rights of such party under any other terms of this Sublease or in any other instance.

11.2 Assignment.

(a) The Sublessor may not assign any or all its rights and obligations hereunder without the written consents of the State and all On-Airport Rental Car Concessionaires and unless its rights and obligations in its subleases of all On-Airport Rental Car Concessionaires are being assigned to the same party at the same time. Notwithstanding the foregoing, upon not less than ninety (90) days' notice, a Majority in Interest may require the Sublessor to assign all of its rights and interest under the Lease to a designated entity approved by the State in accordance with Section XIV.B of the Lease. Any such assignment will be effective upon approval by the State under the terms of the Lease. Any permitted assignee must

assume all duties and liabilities under the Lease and this Sublease from the date of assignment forward and continue to name the Sublessor as an additional insured on all claims made based insurance policies carried for three (3) full calendar years following the date of assignment (or procure a suitable and acceptable tail coverage). Further, any approved assignment shall relieve the Sublessor from any liability under this Sublease on or after the date of assignment.

(b) Subject to Section 3.8 hereof, the Sublessee may not assign or subcontract any or all of its rights and obligations hereunder unless its corresponding rights and obligations under the Concession Agreement are assigned, with notice to the Sublessor and the Trustee and with the consent of the State, at the same time.

11.3 Successors and Assigns. Subject to and without waiver of the provisions of Section 11.2 hereof, all of the rights, duties, benefits, liabilities and obligations of the parties shall inure to the benefit of, and be binding upon, their respective successors and assigns. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended to or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Sublease.

11.4 Waiver of Redemption and Damages. The Sublessee waives any right of redemption granted by or under any present or future law or statute if the Sublessee is dispossessed for any cause, or if, in any lawful manner, the Sublessor or the State obtains or retains possession of the property permitted to be used by the Sublessee hereunder or the Sublessor or the State obtains or retains possession of any area of the Consolidated Facility allocated to the Sublessee. The Sublessee acknowledges that if the manner or method employed by the Sublessor or the State to gain possession of any such area gives rise to a cause of action in the Sublessee for forcible entry and detainer under the laws of the State of Alaska, the total maximum amount of damages to which the Sublessee may be entitled is the sum of one dollar (\$1). The Sublessee also acknowledges that this provision may be filed in any action as its stipulation fixing the amount of damages to which it is entitled.

11.5 Notices. Any notice required under this Sublease must be hand-delivered or sent in such a way as to confirm receipt to the appropriate party at the address set forth below:

if to the Sublessor:

Anchorage RAC Center, LLC
425 G Street, Suite 210
Anchorage, AK 99501

if to the Sublessee:

if to the State:

State of Alaska, Department of Transportation and Public Facilities

Ted Stevens Anchorage International Airport
P.O. Box 196960
Anchorage, AK 99519

if to the Trustee:

The Bank of New York Trust Company, N.A.
Two Union Square
601 Union Street
Seattle, WA 98101

if to the Bond Insurer:

Financial Guaranty Insurance Corporation
125 Park Avenue
New York, NY 10017

or to any other address that a party listed above subsequently designates in writing by first class or higher priority service via the United States Postal Service, by a comparable level of delivery service via a nationally recognized private carrier of correspondence and other communications, or by electronic transmission.

11.6 Approval by Sublessor. The Sublessor will not unreasonably withhold any approval required under this Sublease.

11.7 Governing Law. This Sublease shall be governed by the law of the State of Alaska.

11.8 Third Party Beneficiaries.

(a) Each of the Trustee and the Bond Insurer (as defined in the Trust Indenture) is an intended third-party beneficiary of all provisions of this Sublease directly relating to CFCs and FMCs and is entitled to enforce such provisions against the Sublessor and the Sublessee, providing notice to the parties hereto of any such enforcement effort.

(b) The On-Airport Rental Car Concessionaires other than the Sublessee are third party beneficiaries of the provisions hereof relating to the collection and remittance of the CFC and the FMC and the payment by the Sublessee of its pro rata share of land rent under and other expenses under Section 5.1 and 5.2 hereof. Any other On-Airport Rental Car Concessionaire is entitled to enforce such provisions against the Sublessee, providing notice to the Sublessor of such enforcement effort. The On-Airport Rental Car Concessionaires shall be entitled to reimbursement of the costs, damages or fees incurred due to a failure of the Sublessee to comply with this Sublease to the same extent the Sublessor would be entitled to such amounts pursuant to Section 11.12 hereof.

(c) The State is an intended third-party beneficiary of Section 5.1 hereof and is entitled to enforce such provisions against the Sublessor and the Sublessee, providing notice to the parties hereto of any such enforcement effort.

No other On-Airport Rental Car Concessionaire shall be deemed a third-party beneficiary of this Sublease with respect to allocation decisions.

11.9 Amendment and Modifications. This Sublease shall not be amended except as provided below:

(a) This Sublease may be amended or modified if the Sublessor and Sublessee agree to such amendment and if the subleases to which Sublessor and each of the other On-Airport Rental Car Concessionaires are party are all amended identically. Any such amendment or modification shall be in writing and signed by both the Sublessor and the Sublessee.

(b) The Sublessor will provide the Trustee and the Bond Insurer with notice of any proposed modification to terms relating to the CFC or the FMC, and will not adopt such a modification without the Trustee's and the Bond Insurer's consents unless such modification would have no reasonably foreseeable material adverse effect on holders of indebtedness secured by the CFC.

(c) Allocations and reallocations of space to the Sublessee in accordance herewith shall not constitute amendments or modifications hereof.

11.10 Prompt Payment. The Sublessor shall promptly pay all sums due.

11.11 Quiet Enjoyment. During the term of this Sublease, the Sublessee will have quiet enjoyment of its Allocated Space as provided in and subject to the terms and conditions stated in this Sublease.

11.12 Damages, Costs and Fees Incurred to Enforce Lease.

(a) The Sublessee shall pay, within thirty (30) days of the Sublessor's, the Trustee's or the State's billing date, any cost or damage, including legal fees and administrative costs, that the Sublessor, the Trustee or the State incurs due to a failure of the Sublessee to comply with any provision of this Sublease, or otherwise to enforce this Sublease. Such costs and damages shall include any expense incurred by the Sublessor, the Trustee or the State under Article X hereof to perform any action required of the Sublessee or to correct a violation of a term of this Sublease, as well as all reasonable actual expenses, costs, and attorney fees the Sublessor, the Trustee or the State may incur, with or without formal action, to enforce, defend, or protect this Sublease or the Sublessor's rights under this Sublease, including any expense incurred with respect to environmental compliance or bankruptcy.

(b) Any amount payable under this section will constitute an additional rent and will be subject to default for nonpayment under Section 10.1(b) hereof. All remedies of the Sublessor, the Trustee or the State under this Sublease are cumulative and in addition to any and all other remedies available at law or equity.

11.13 Captions. The captions of the provisions of this Sublease are for convenience only and do not necessarily define, limit, describe, or construe the contents of any provision.

11.14 Entire Agreement. This Sublease sets out all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the subject matter hereof, whether oral or written.

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

11.16 Counterparts. This Sublease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

11.17 Sublessee acknowledges that allocation of space within the Consolidated Facility may change from time to time and that Sublessee has not relied on any specific allocation or configuration in entering into this Sublease

[remainder of page intentionally left blank]

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

ANCHORAGE RAC CENTER, LLC, as Sublessor

(corporate seal)

By: _____

Title: _____

STATE OF ALASKA)
)ss
THIRD)
(Judicial District or County)

THIS IS TO CERTIFY that on this _____ day of _____, 202__, 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 to do so; and that the corporate seal affixed to said instrument is the corporate seal of said corporation.

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: _____

[SUBLESSEE], as Sublessee

(corporate seal)

By: _____

Title: _____

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

THIS IS TO CERTIFY that on this _____ day of _____, 202__, 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 to do so; and that the corporate seal affixed to said instrument is the corporate seal of said corporation.

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: _____