



OPERATING AGREEMENT FOR PUBLIC PARKING FACILITIES

GREENVILLE-SPARTANBURG INTERNATIONAL AIRPORT

By and Between

**GREENVILLE-SPARTANBURG AIRPORT DISTRICT
Greenville and Spartanburg Counties, South Carolina**

and

XXXXXXXXXXXX

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OPERATING AGREEMENT FOR PUBLIC PARKING FACILITIES

By and Between

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

And

AMPCO AIRPARK, INC

THIS AGREEMENT, made and entered into this 1st day of November, 2009, by and between GREENVILLE-SPARTANBURG AIRPORT DISTRICT, an airport district and political subdivision of the State of South Carolina, hereinafter referred to as "District"; and AMPCO AIRPARK, Inc., a company licensed to operate in South Carolina, hereinafter referred to as "Operator."

W I T N E S S E T H

WHEREAS, District is the owner and operator of the Greenville-Spartanburg International Airport, located in Greenville and Spartanburg Counties, South Carolina, together with certain air navigational facilities, a passenger terminal, and public parking facilities; and

WHEREAS, Operator is engaged in the business of operating and managing public parking facilities; and

WHEREAS, Operator, pursuant to the District's Request for Proposal to operate the public parking facilities at Greenville-Spartanburg International Airport, has submitted a proposal which has been accepted by the District;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, the District and Operator hereby mutually undertake, promise and agree, each for itself, and its successors and assigns as follows:

ARTICLE 1

Definitions:

1.1 "Airport" shall mean all the properties, facilities and improvements owned or operated by the District.

1.2 "Gross Revenues" shall mean all sums collected by employees and representatives of operator for parking of motor vehicles at the public parking facilities of GSP, whether on an hourly, daily, weekly, or monthly basis, and whether paid by cash, credit, or otherwise, less all lawful and valid refunds, discounts, and allowances made or authorized by the District. Gross Revenues shall **not** include the amount of federal, state or municipal sales or other similar taxes separately stated and collected from customers and patrons using said public parking facilities, now or hereafter levied or imposed.

1.3 "Management Fee" shall mean the total dollar amount to be paid by the District to Operator for each month of service under the Agreement for operation and management of the public parking facilities.

1.4 "Premises" shall mean the public parking facilities, which are located in the areas designated by this Agreement and the exhibits thereto as the places where the business of Operator is to be conducted, as more fully described in Article 3 hereof.

1.5 "Director" shall mean the Executive Director of the District as from time to time appointed by the Greenville-Spartanburg Airport Commission, and shall include such person or persons as may from time to time be authorized in writing by the Executive Director to act for him with respect to any and all matters pertaining to this Agreement.

1.6 "Budget" shall mean the Operator's annual budget approved for the Parking Facilities in accordance with Article 10

1.7 "Operator's Compensation" shall mean the greater of Operator's Fixed Compensation or Operator's Percentage Compensation.

1.8 "Operator's Fixed Compensation" shall mean, for the First Contract Year hereunder, the sum of \$6,765.00 per month. For the Contract Year beginning November 1, 2009, the annual amount shall therefore be \$81,180.00. For each Contract Year thereafter, the said amount shall be adjusted by the percentage change, if any, in the Consumer Price Index ("CPI") published by the U.S. Department of Labor, Bureau of Statistics, All Cities Index, occurring between December of the prior calendar year and December of the then current calendar year. By the way of example, assume that the first Contract year begins November 1, 2009 and ends October 31, 2010. The CPI increase or decrease, applicable as contemplated above shall thus be calculated with reference to the CPI number for December 2009 as compared to December 2010. The resulting annual rate shall be limited to an amount not to exceed a five (5) percent increase over the prior Contract Year. In the event that the basis for calculating the CPI is changed or publication of the Index is discontinued, District and Operator shall agree on a substitute index to adjust Operator's Fixed Compensation.

ARTICLE 2

Agreement:

2.1 The agreement between the parties shall consist of this instrument and the following documents, which are incorporated herein by reference, as if copied and attached in full detail:

(a) Request for Proposals for Operation and Management of the Premises at Greenville-Spartanburg International Airport, dated July 12, 2009, and all attachments.

(b) Proposal submitted by Operator in its entirety, including all exhibits, schedules, addenda, and attachments.

(c) Information concerning Operator submitted to the District as part of or in connection with the Proposal of Operator.

ARTICLE 3

Scope of Services:

3.1 Subject to all the terms and conditions of this Agreement, Operator shall operate and manage the Premises identified on Exhibit "A," attached hereto and made a part hereof. Said Premises consist primarily of the following:

a. Parking Garage A. This area consists of deck parking accommodating approximately one thousand ninety eight (1098) vehicles. This area is controlled by four (4) entrance gates and four (4) ticket dispensers. The exit plaza consists of two (2) cashier's booths. Each booth contains the following:

- (1) Fee Computer
- (2) Ticket Validator
- (3) Cash Drawer
- (4) Telephone
- (5) Heat and Air Conditioning
- (6) Barrier Gate
- (7) Lane Status Light
- (8) Customer Fee LED
- (9) Credit Card Machine

b. Parking Garage B. This area consists of deck parking accommodating approximately one thousand five hundred twenty-nine (1529) vehicles. This area is controlled by two (2) entrance gates and two (2) automatic ticket dispensers.

c. Short-Term Parking. This area consists of surface parking accommodating approximately Two Hundred Thirty Two (232) vehicles. This area is controlled by two (2) entrance gates, which consist of two (2) automatic ticket dispenses and one (1) barrier gate.

d. Daily Parking. This area consists of surface parking accommodating approximately four hundred (400) vehicles. This area is controlled by one (1) entrance gate and ticket dispenser. Access is also available through Parking Garage B.

e. Toll Plaza. The Toll Plaza, serving Short-Term, Daily and Garage B parking consists of three (3) cashier booths. Each booth contains the following:

- (1) Fee Computer
- (2) Ticket Validator
- (3) Cash Drawer
- (4) Telephone
- (5) Heat and Air Conditioning
- (6) Barrier Gate
- (7) Lane Status Light
- (8) Customer Fee LED
- (9) Credit Card Machine

f. Long-Term Parking. This area consists of surface parking accommodating approximately One Thousand Ninety Seven (1,097) vehicles. This area is controlled by two (2) automatic ticket dispensers and two (2) barrier gates. The exit plaza has two (2) cashier booths. Each booth contains the following:

- (1) Fee Computer
- (2) Ticket Validator
- (3) Cash Drawer
- (4) Telephone
- (5) Heat and Air Conditioning

- (6) Barrier Gate
- (7) Customer Fee LED
- (8) Credit Card Machine

One booth contains a restroom.

g. Office: Office space, located at the Garage A toll plaza consists of approximately One Hundred Fifty (150) square feet. The building is heated and air conditioned, and consists of an office area and a restroom.

Office space at Garage B contains approximately Two Hundred Fifty-Eight (258) square feet. The building is heated and air conditioned and consists of two (2) rooms. There is not a restroom in this office.

The District reserves the right, from time to time, and at its sole discretion, to increase or decrease the total number of parking spaces included in Premises, and to relocate all or part of Premises, and any such additions, deletions or relocations shall not affect the amount of Management Fee set forth in Article 8 hereof.

Notwithstanding the above provision, the District may not reduce the total number of parking spaces subject to this Agreement by more than ten percent (10%) unless it obtains the written consent of the Operator or enters into an Amendment to this Agreement executed by the Operator.

3.2 Operator's Acceptance of Facilities and Equipment- Operator hereby acknowledges that it has examined the Parking Facilities and Parking and operating Equipment as they exist on the commencement date hereof and accepts the same for use "as is" in their present condition.

3.3 Operator shall be required to operate the Premises twenty-four (24) hours per day, seven (7) days per week, with sufficient number of qualified personnel to assure a lawful, effective, efficient, courteous and convenient operation. The management, operation and control of the

Premises shall be conducted at all times in a manner meeting approval of the District. Other requirements of Operator include, but are not limited to, the following:

- (a) Collection of the full amount of all parking fees and charges owed to the District for the parking of motor vehicles at the Premises, and depositing only into the account(s) specified by the District of 100% of all such fees and charges;
- (b) Bookkeeping and accounting services which fully and accurately account for 100% of all fees, charges and expenses, with daily reports and reconciliation sheets for the District;
- (c) Reporting of improperly parked or abandoned vehicles from all Premises managed by Operator;
- (d) Performance of nightly license plate inventory of all vehicles parked on Premises;
- (e) Maintenance of revenue control equipment as further prescribed herein;
- (f) Reporting of all complaints and all claims made for losses or damage on the Premises, in a manner satisfactory to the Director.

ARTICLE 4

Term:

4.1 This Agreement shall be effective upon execution by both parties. The term of this Agreement shall be for a period of sixty (60) months, commencing November 1, 2009, unless sooner terminated as provided for herein, and terminating on October 31, 2014.

4.2 The District reserves the right to renew this Agreement, at the sole discretion of the District and under terms and conditions to be determined by the District, for one (1) five (5) year period. If the District chooses not to exercise its right to renew this Agreement, Operator shall be notified One Hundred Twenty (120) days prior to the expiration date of the then-current period. Nothing in this paragraph shall be construed as to require the District to exercise such options.

4.3 No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Upon the expiration or earlier termination of this Agreement, or upon the substitution of areas as provided elsewhere in this Agreement, Operator shall promptly vacate Premises and leave the same in the condition existing as of the commencement of this Agreement, normal wear and tear excepted. The District shall have the right to take possession of Premises at that time with or without due process of law.

4.4 Early Termination – Notwithstanding the provisions of Article 4 of the Agreement, District shall have the right to terminate this Agreement, without cause, at any time during the term by giving Operator ninety (90) days advance written notice of said termination. Operator shall have the right to terminate this Agreement if District should default in any payment due to Operator, provided Operator shall first give the District written notice of any such alleged payment default and District shall have thirty (30) days after receipt of such notice in which to cure the payment default.

ARTICLE 5

Obligations of the District:

5.1 The District shall be responsible for maintaining the interior, exterior, structural and mechanical components of the Premises, including all buildings, signage, elevators, utility and HVAC systems, restrooms, parking surfaces and parking lot stripings. (Exhibit "C")

The District shall also be responsible for all landscaping, the scope and content of which shall be determined solely by the District. The District hereby reserves the right to require that Operator, upon written request by the District, and after the District's advance written approval

of all estimates, quotes, and/or bids obtained by Operator, perform any maintenance, repair or improvement on behalf of the District. In that event, the District shall advance funds required, or pay the Operator directly for such maintenance, repair or improvement.

5.2 The District may, in its discretion, furnish a revenue control system for the Premises, and if so, replace such system and/or its components as and when deemed necessary. Nothing contained within this paragraph shall be construed or interpreted to eliminate or relieve in any manner the obligations and responsibility of Operator to collect, fully account for, and deliver to the District the full amount of all parking fees and charges owed to the District for the parking of motor vehicles at the Premises.

5.3 The District shall, at its expense, provide electric power and water to the Premises and shall pay all utility costs. The lights and lighting equipment, including the hours of operation, will be determined and controlled by the District. Light fixtures and lamps will be supplied by the District.

5.4 The District shall furnish necessary office furniture and equipment required in performance of Operational functions outlined herein. Said office furniture and equipment shall remain the property of the District.

5.5 The District will perform leaf and snow removal functions, the frequency and scope of which will be in the District's sole discretion.

5.6 Though the District is required to make certain repairs or improvements under the provisions herein contained, the District shall not be liable to Operator for any damage caused by disrepair of any kind until the District has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Operator. Further, the District shall not be liable to Operator, Operator's employees, patrons or vendors for any damage to their merchandise, trade fixture or personal property on Premises caused by water leakage from the roof, water lines, sprinkler or heating and air conditioning equipment unless caused by the sole negligence of the District, its employees or agents.

ARTICLE 6

Obligations of Operator:

6.1 Operator shall be responsible for all labor and staffing requirements necessary to operate the Premises in a first-class manner, ensuring that lawful, prompt, courteous and efficient service is provided to all users thereof. These requirements are more fully set forth in Article 7, which is incorporated into this Section 6.1 by reference.

6.2 Except as otherwise specifically provided herein, Operator shall pay all expenses incurred in the operation of the Premises from its own operating funds.

6.3 Operator shall conduct its operation in such a manner as to provide a high level of service, twenty-four (24) hours per day, seven (7) days per week including holidays.

6.4 Operator shall operate the revenue control system provided by the District on the Premises and shall make adjustments as are necessary to ensure the continuous and efficient operation of the revenue control system in a wholly lawful manner, including the following:

- (a) Adjustment of ticket dispensers
- (b) Replacement of gate arms
- (c) Loading tickets into dispensers
- (d) Clearing ticket jams

Any other adjustments that Operator deems needed to the revenue control system shall not be made without the prior written consent of the District.

6.5 Operator shall provide one or more motor vehicles and other equipment required in performance of services required hereunder. Said motor vehicles and equipment shall be titled in the name of Operator. These vehicles and equipment will be covered under one or more insurance policies maintained and paid for by Operator. Operator shall operate and maintain its motor vehicles and equipment in a safe and lawful manner, allowing vehicles to be driven and equipment to be operated only by duly licensed drivers and operators.

6.6 Operator shall provide consecutively numbered printed parking tickets for the ticket issuing machines, of a high-quality which is compatible with the ticket issuing equipment and approved by District. Operator shall be responsible for accounting to the District for every parking ticket and the fees and charges owed to the District with respect thereto.

6.7 Operator shall at all times maintain and repair the revenue control equipment, computer and related equipment, gate arms, gate operators, ticket splitters, radios, and other extras and equipment utilized in performing its services hereunder. All such items shall be cleaned and maintained in first-class operating condition and appearance. Operator shall promptly report to the District all material malfunctions in the revenue control system. Operator and the District will endeavor to cause such repairs to be made utilizing the skills and experience of employees of Operator and the District. When the repairs cannot be completed by such employees, then Operator will work with the District in order to designate and retain one or more vendors to conduct such repairs and restore the system to full operation. Though the District must approve the choice of contractor to make such repairs, its approval may not be unreasonably withheld. In the event any repair, maintenance operation, or replacement conducted or effected by Operator shall be unsatisfactory to the Director, Operator shall be given ten (10) days after receipt of written notice from Director within which to correct the situation to the reasonable satisfaction of the Director. In the event Operator fails to rectify the situation, then the District shall have the right to do so and to deduct the costs so incurred by the District from the Operator's Management Fee.

6.8 Operator will report abandoned vehicles to the District. The District will have the sole District to remove and dispose of abandoned vehicles.

6.9 Operator shall be required to physically inventory all vehicles parked within Premises each day during the hours of midnight - 6:00 a.m. Such physical inventory shall be conducted in a manner as to record the date and the general parking area where the vehicle is located in Premises, state of licensing and license number of each vehicle parked in Premises.

6.10 Operator shall immediately notify Director upon the discovery of any mechanical breakdown or malfunction of any part of Premises. Immediately upon the discovery of any such breakdown or malfunction, Operator shall place, as appropriate, necessary signage thereon, to be provided by the District, which signage shall not be removed until necessary repairs have been completed. Operator shall also notify Director of any item or area needing repair or maintenance. Operator shall immediately report to Director any item which may present a safety hazard to the general public or anyone on Premises.

6.11 Operator will facilitate any validation or discount system employed by the District for restaurant customers, attendees at special events, and other similar purposes. These systems will be implemented through validation instructions to be provided by the District, written passes, or other means prescribed by the District. Operator will not establish or permit any free or reduced rate exits from any parking lot, except as approved by the Director in writing.

6.12 Operator shall comply with, and shall cause its employees, agents and sub-Operators, if any, to comply with laws, ordinances, rules, regulations, resolutions, order and directives, including but not limited to those that may be established by the District, and operator shall be responsible to the District for any violation by any of its employees, agents, and/or sub-Operators, including any and all losses arising therefrom or associated therewith.

6.13 Operator shall obtain and maintain in effect during the duration of this Agreement, or any extension thereof, all such licenses, certificates and all other such authorizations as may be required to perform its duties under this Agreement.

6.14 Operator shall operate Premises so as not to endanger, unreasonably interfere with, or delay the activities of the District, airport operations, the general public or any other authorized users of the District.

6.15 Operator shall permit the District's Director at any and all times to inspect the revenue control system, any portion of the Premises and any property of Operator located at the Airport or elsewhere if related to this Agreement, and to take such action with respect thereto as may be deemed necessary or desirable to enforce the provisions of this Agreement and/or any applicable laws, rules and regulations, and to protect persons and property, including but not limited to the property and revenues of the District.

6.16 Operator shall clean the restrooms and the office facilities located within the Premises on a daily basis, utilizing supplies procured and provided by Operator.

6.17 Operator will comply with all Payment Card Industry Data Security Standards promulgated by the Payment Card Industry (PCI) Security Standards Council.

6.18 Maintenance Summary – The parties hereto agree that the maintenance schedule attached hereto as Exhibit C summarizes the District's and Operator's major maintenance and repair obligations under this Agreement as of the effective date hereof. The parties hereto agree to amend the same from time to time as necessary to add, delete or clarify responsibilities of the parties with respect to maintenance and repair of the Parking Facilities. Except to the extent Exhibit C is specifically amended, then in the event of a conflict between the provisions of Exhibit C and this Article 6, the provisions of this Article 6 shall control.

ARTICLE 7

Personnel:

7.1 Operator shall furnish sufficiently trained personnel, including qualified, competent and experienced supervisory personnel, cashiers and clerical staff necessary to operate Premises. Said

scheduling requirements may fluctuate based upon airline schedules, delays due to weather conditions, holidays and other occurrences. Operator shall provide for addition or reduction of personnel as required, and to be aware of the need to change staffing levels.

7.2 The management and operation of the Premises shall at all times be under the supervision and direction of a qualified, competent resident facilities' Operator who shall at all times be under to the direction and control of the Operator. Said resident facilities' Operator shall reside within thirty (30) minutes driving time from the Airport and shall be reasonably available at all times. This Operator must be a full-time employee of Operator assigned exclusively to the GSP Premises. At least one of the employees working under the supervision of the Operator shall be trained and capable of acting as the Operator during his or her absence.

7.3 Operator's employees shall be of adequate number and competently trained so as to properly conduct the operations of the Premises. Sufficient staff shall be provided to operate the toll booths in an efficient and professional manner, to meet all the reasonable demands of the public, and to prevent customers from waiting in line for an unreasonable period of time. The Operator shall make ever reasonable effort to schedule employees to provide a high level of customer service to all users of the facilities.

7.4 Operator shall at all times be deemed an independent Operator to the District. Nothing in this Agreement shall be construed or considered to create the relationship of employer and employee between the parties. Operator is not an agent or employee of GSP, and neither the Operator nor its employees shall be entitled to any of the benefits of GSP's employees.

7.5 This Agreement is not intended to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms and provisions of this Agreement.

7.6 Operator shall immediately remove any employee or other representative of Operator from Premises who participates in improper or illegal acts at the Airport, who violates Airport Rules

and Regulations or any provision of this Agreement, or whose continued presence at the Airport is, in the opinion of Operator or the Director, deemed not to be in the best interests of GSP.

7.7 Operator shall not allow its agents, servants, Operators or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner; and will confine its business on Airport to that of operating Premises, unless otherwise approved in writing by Director.

7.8 Operator shall keep on file and furnish to the District a current Organizational Chart showing assigned positions for each employee by name, including employment date and wage rate.

7.9 Operator will be required to train all employees before the employees will be allowed to perform services. Operator shall submit an Employee Training Program within thirty (30) days of commencement of the operation, to Director for review, and shall upon completion furnish documentation detailing the time and date that each of Operator's employees attended each training session regarding the subject topics outlined in Operator's training program.

7.10 Operator will provide all its employees with uniforms and name badges or tags. Uniforms must consist of both pants and shirts or blouses for both male and female employees. Contactor will also insure that its employees wear proper, safe and neat-appearing footwear while working on the Premises.

7.11 Operator shall conduct such security and background checks on all its employees, subcontractors and agents in a manner and format which is acceptable to the District. All such personnel shall be required by Operator to consent to a security and background investigation prior to employment. Personnel who are refused security clearance shall not be permitted by Operator to perform work on Premises under this Agreement.

ARTICLE 8

Gross Receipts and Reports

8.1 Gross Receipts "Gross Receipts" shall mean and include all monies paid or payable to Operator for the parking of automobiles and other authorized motor vehicles within the Parking Facilities at the Airport and revenue for services provided by Operator or any other revenue derived on account of the Operator's operation of the Parking Facilities. Without limiting the foregoing, Gross Receipts shall expressly include (a) all monies actually collected from customers and patrons, including receipts from customer and patron credit card transactions; (b) all monies which, in accordance with the Parking Charges established and authorized by District for the use of the Parking Facilities, Operator should have collected from any customers or patrons; and (c) all other receipts received or accrued or paid or payable to Operator for any service provided at the Parking Facilities.

Operator shall collect any and all local sales, excise or other patron taxes which may be due and payable on account of Parking Charges or parking transactions at the Parking Facilities and, at District's election, shall either (a) deliver said receipts to District for transmittal to the taxing authorities, or (b) transmit such tax receipts directly to the taxing authorities along with appropriate tax returns. If the District shall elect (a) in the preceding sentence, then the District shall indemnify Operator against any liability arising out of the District's failure to timely transmit such taxes to the taxing authorities; if the District shall elect (b) in the preceding sentence, then Operator shall indemnify the District against any liability arising out of Operator's failure to timely transmit such taxes to the taxing authorities.

8.2 Adjusted Gross Receipts The following deductions, exclusions and allowances shall be made against Gross Receipts to determine Adjusted Gross Receipts. Adjusted Gross Receipts shall not include that portion of Parking Charges on any parking ticket issued at the Parking Facilities which is validated as "free parking" or "adjusted parking" under a validation or charge adjustment procedure approved in writing by the Executive Director or designee. Adjusted Gross Receipts shall not include those parking charges Operator should have collected and were not collected. Adjusted Gross Receipts shall not include, to the extent included in deposits or deposited with Gross Receipts, taxes that may be hereafter imposed by law which are separately stated to and paid by a customer or patron and which are lawfully required to be collected by Operator for a taxing District, and directly payable by Operator to said taxing District, parking over-charges, the amount of any deductions or transaction fees for credit card transactions, and all other deductions

from or adjustments to Gross Receipts authorized in writing by the Executive Director or designee. Any interest or authorized investment income earned on deposits of Gross Receipts shall not be includable in the calculation of Adjusted Gross Receipts, all of said interest or investment income being payable to the District.

8.3 Deposits Operator shall require its cashiers to prepare deposits and deposit slips, in accordance with the lot and revenue control procedures approved by the Executive Director or designee and included within Operator's approved Procedures Manual prepared in accordance with the provisions of Paragraph B of Section 3.05 of this Agreement, for all Gross Receipts received during their respective shifts. Operator shall deposit said cashier-prepared deposits, intact, daily, in such bank or other depository account as the Executive Director or designee shall, from time to time, require. Said deposits shall be made to a bank account as instructed by the District Treasurer. Operator shall provide the District Treasurer with a copy of all daily deposit slips covering such deposits by 4:00 p.m. of District's next business day. On weekends, holidays and nights, Operator shall deposit Gross Receipts in such bank's or other depository's night deposit vault. In the event that Operator shall fail to make a daily deposit of Gross Receipts, Operator shall pay a penalty equal to ten percent of the undeposited Gross Receipts for each twenty-four (24) hour delay in making such deposit, which amount shall be payable to District on demand. District shall reimburse Operator within ten (10) days of Operator's submission of Operator's Reimbursement and Compensation Request provided all required receipts and supporting documentation are in order.

8.4 Accounting Records Operator shall keep true and accurate books of account and records covering the Gross Receipts and expenses of operating and maintaining the Parking Facilities, including Reimbursements and Operator's Compensation, during the term and any renewal hereof and for three years thereafter. After the retention period as described in the preceding sentence, before Operator disposes of any such items, it shall first notify District and give District the right within thirty (30) days to retrieve such items proposed to be disposed of by Operator at District's cost and expense. Said books of account and records shall be kept and preserved in hard copy, computer disc, microfilm or other media source acceptable to District.

8.5 Reports and Supporting Information

A. Operator shall prepare and file with the District's Director of Finance by the due date therefore, those daily, monthly and annual reports ("Reports") regarding the operation and management of the Parking Facilities as called for in this Article 8 and in the lot and revenue control procedures and the customer and patron complaints, claims, disputes and correspondence procedures approved by the Executive Director or designee.

B. Operator shall also keep full and accurate records, books, summaries and data with respect to all collections of Parking Charges made or which should have been made by it hereunder, including the tickets issued, redeemed, lost, unaccounted for and any transactional information related thereto, which shall support the monthly Statements and Reports delivered to District, including the amount of any state or local sales, excise, or other consumer tax return records. Operator shall retain all such supporting documentation (including all parking tickets, transactional data and lost ticket reports) and shall make such documentation available to the District on request. Operator shall continue to retain all such Parking Charges documentation for such retention periods as are agreed to by District and Operator and included in the Procedures Manual. The making of any willfully false report or statement of any kind shall authorize the District to immediately terminate this Agreement.

C. District shall have the absolute right to copy and use for its benefit or the benefit of any successor operator, any and all reports and supporting information in any way related to the operation and management of the Parking Facilities or any transactions or parking therein. Operator shall prepare and provide to District, as and when requested, such other transactional and operational data regarding the management and operation of the Parking Facilities as the Executive Director or designee may request from time to time.

8.6 Rights of Inspection and Audit Should District elect from time to time to inspect the books of account and records referenced in Section 6.15 or the Reports or any supporting information referenced in Section 6.15, Operator shall provide District and its representatives, upon three (3) calendar days prior written notice, unlimited access to all of its books of account and records (including but not limited to those records maintained on microfilm and computer disks), Reports and supporting information, all of which may be copied by District and its representatives. Without limiting the generality of the foregoing, the District or its representative shall have the right, upon three (3) calendar days prior notice, at any time and from time to time, to audit all of the

records of Operator relating to business transacted at or from the Airport including, but not limited to, those identified in Section 6.15 and, upon request, Operator shall make all such information available for such examination at the Airport, all of which may be copied by District and its representatives. If delay or additional costs are incurred in connection with such audit, which are caused by Operator, Operator shall be responsible for such additional costs. If Operator so desires, and District concurs, the District or its representative may conduct the audit at a location, other than at the Airport, at Operator's expense, including, but not limited to, Operator's reimbursement of District's travel expenses, travel time, and other related expenses. None of the aforementioned expenses shall be included as a Reimbursement by Operator under the provisions of this Agreement. If an audit discloses that any of the books of account or records or Reports then being audited understated or overstated the annual or annualized Gross Receipts by two percent or more, overstated annual or annualized Reimbursements by two percent or more, or overstated Operator's annual or annualized Compensation by two percent or more, the costs and expenses of the audit, the amount due and interest on the amount due at the rate of fifteen (15) percent per annum from the end of the month in which such discrepancy occurred, shall be paid immediately to District by Operator. The understatement or overstatement shall also constitute a breach of this Agreement. If an audit discloses amounts due District below the threshold amounts aforesaid, the amount due, together with interest on the amount due at the rate of fifteen (15) percent per annum from the end of the month in which such discrepancy occurred, shall be paid immediately to District by Operator.

8.7 Annual Audited Statement of Net Revenues Within ninety (90) days of the end of each Contract Year during the term of this Agreement or any renewal hereof, Operator shall submit to the Executive Director or designee, in form and content acceptable to her or him, a "Schedule of Gross Receipts, Reimbursements and Operator's Compensation" for the Greenville-Spartanburg International Airport Parking Facilities, prepared in accordance with generally accepted accounting principles, accompanied by an opinion of an independent certified public accountant, which statement shall set forth the Gross Receipts, Reimbursements and Operator's Compensation for the prior year and as authorized under this Agreement. If any such statement discloses that additional sums are due District, Operator shall pay to District such additional sums with the submission of said statement to District at the office of the Executive Director or designee. If any such statement

discloses that additional sums are due Operator, District shall authorize such additional payment to Operator within ten (10) days of receipt of said statement. The aforesaid statement shall be accompanied by the opinion of such independent certified public accountant in accordance with the provisions of Statement of Auditing Standards No. 62, Special Reports, as promulgated by the AICPA, in substantially the following form:

“We have audited the accompanying Schedule of Gross Receipts, Reimbursements and Operator’s Compensation (as those terms are defined in the Management Agreement dated November 1, 2009, between the Greenville Spartanburg International Airport District and AMPCO AIRPARK, (Operator) for the Greenville Spartanburg International Airport Parking Facilities for the twelve months ended _____. This Schedule is the responsibility of AMPCO AIRPARK’s management. Our responsibility is to express an opinion on this Schedule based on our audit.

We have conducted our audit of the Schedule in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedule presentations. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Schedule of Gross Receipts, Reimbursements and Operator’s Compensation referred to above presents fairly, in all material respects, the Gross Receipts, Reimbursements and Operator’s Compensation for the twelve months ended _____, as defined in the Management Agreement referred to above.

In addition to providing the above opinion, the auditor shall provide a supplemental management letter, in form and substance acceptable to the Executive Director or designee, reporting on the adequacy of Operator’s internal controls in the operation of the Parking Facilities

Article 9

Operator's Reimbursements and Compensation

As consideration for Operator providing those services described in this Agreement, Operator shall be reimbursed and compensated as described in Sections 9.2 and 9.3 hereof

9.1 Reimbursements – Subject to the limits established in Operator's Annual budget, as approved in advance and in writing by the Executive Director or designee, shall be reimbursed for any of the following costs it incurs in managing and operating the Parking Facilities ("Reimbursement"):

- A. Direct salaries and wages, including overtime, of personnel while directly employed on-site in the management and operation of the Parking Facilities under this Agreement. Any overtime reimbursement requested from District shall be within the overtime allowance established in Operator's approved budget and, upon request of Executive Director or designee, may be required to be accompanied by an explanation of the need for such overtime.

- B. The fringe benefit costs on direct salary and wage costs, allowable under Paragraph A above, including the cost of unemployment, excise and payroll taxes, contributions for social security and Medicare insurance, worker's compensation insurance, pension payments, hospitalization benefits and vacation and holiday pay, if any. Operator shall provide an estimated fringe benefit rate as part of the Operator's Annual Budget for the prior written approval of the Executive Director. This estimated fringe benefit rate shall be subject to adjustment at year's end of each Contract year after audit of Operator's actual direct expenses included within the calculation of Operator's fringe benefit cost for the Contract year. Operator shall be reimbursed for its allowable fringe benefit costs by multiplying the approved estimated fringe benefit rate times the total allowable direct salaries and wages under Paragraph A above.

- C. Other allowable direct non-salary costs incurred by Operator for the management and operation of the Parking Facilities, which shall include the following:
1. Costs for its operation of an on-site Airport office, including such items as office supplies, postage, telephone expense, computer programming, on-site data processing costs, and furnishings;
 2. The costs of maintaining Operator-owned and District-owned Parking Equipment and Operating Equipment used in the operation of the Parking Facilities as approved by District and shown on Exhibit D;
 3. The cost of all other on-site direct management and operating expenses, including, but not limited to, signage, snow removal and ice control, tickets and forms, uniforms, contract services, rental of equipment, annual audit expenses (required by this Agreement), lot maintenance (i.e., striping, sweeping, cleaning, repairs), service agreements, general supplies, taxes and licenses directly charge to the Parking Facilities site or operation, District approved bank and credit card service charges, utilities expenses, if any, and such other reasonable and necessary direct non-salary costs approved in Operator's annual Budget.
 4. Operator's approved Amortization Payment, if any, allowable pursuant to Section 10.2 hereof and shown on Exhibit G.
- D. The net book value of the equipment and improvements acquired or installed by Operator pursuant to the provisions of Section 10.3 hereof which are reimbursable to Operator pursuant to the provisions of Section 10.4 hereof and the cost of any equipment of improvements acquired or installed by Operator pursuant to Section 10.2 hereof which are to be reimbursed Operator pursuant to the provisions of Section 10.4 hereof. Payments made to Operator pursuant to this paragraph shall not be considered Reimbursements for the calculation of Management Compensation.

E. No expenses other than those specified herein as Reimbursements shall be reimbursed to Operator. Operator's costs for insurance, performance guarantees, fidelity bonds as well as overhead, corporate and regional office expenses and all indirect, non-site specific costs are covered within "Operator's Compensation" provided for in Section 9.1 A, including but not limited to the following: salaries and related costs and expenses of nonresident or indirect legal, audit, administrative, operations, bookkeeping and executive personnel of the Operator who provide indirect services to the operator's operations at the facilities; business licenses and permits; franchise fees; assessments; bookkeeping fees; administrative fees; accounting fees, except for sales taxes and permit fees incurred on items and services purchased for the Parking Facilities; federal, state, and local income and personal property taxes incurred by the Operator or any individual of the Operator's operations; accounting and audit department costs; information system costs; travel expenses of home office or regional Operators; general office expenses; entertainment, accommodations, or equipment; contract negotiation expenses; costs of settlements of legal disputes involving human rights violations, legal claims and suits, including, without limitation, sexual harassment claims or environmental claims; claims management fees; leasing, maintenance or utility costs of other Operator facilities; the cost of any legal penalties, fines or tickets incurred by the Operator or the Operator's employees, agents or invitees; and all costs of working capital including those related to site operations. Reimbursement will not be made for any expenses not included in Operator's approved Annual Budget for said Parking Facilities, as further described in Section 10.1.

9.2 Operator's Compensation – In addition to the Reimbursement allowable to Operator pursuant to the terms of Section 9.1 above, district shall allow Operator, on a monthly basis, as compensation to Operator for the month, the greater of the amount of Operator's Percentage Compensation for the month, calculated in accordance with the terms of this Article 9, and Exhibit F (the monthly amount in effect for the First Contract Year) one – twelfth of the amount of Operator's Fixed Compensation for the each succeeding Contract Year.

9.3 Request for Reimbursement and Compensation – Not later than fifteen (15) calendar days after the close of each month under this Agreement, Operator shall prepare and file with the Executive Director or designee a written request for Reimbursement and Manger's Compensation in the format described in Exhibit F to this Agreement ("Request for Reimbursement and Operator's Compensation"). The request shall be certified by the Site Operator and Operator's senior finance department representative responsible for preparation of said request. The request shall be accompanied by a certified copy of Operator's payroll for the month, together with receipts for other Reimbursements as called for in Exhibit F. The Executive Director or designee shall review and either approve or disapprove, in whole or in part, the amount of each Request for Reimbursement and Manger's Compensation within ten (10) business days from receipt of each said request. The approval of said requests shall be subject to final year-end adjustments in accordance with Operator's annual reconciliation as specified in Section 9.4 hereof and Operator's annual audit as prescribed in Section 8.7 hereof.

9.4 Annual Reconciliation – At the end of the First Contract Year and each Contract Year thereafter, if the total Operator's Compensation paid by the District for that Contract Year exceed the greater of 1) the Operator's Fixed Compensation for that Contract Year or 2) the amount of Operator's Annual Percentage Compensation for that Contract Year, such as excess shall be deducted by District from the Operator's Compensation next thereafter due to the Operator or shall be paid to District if the term shall have expired. If the total Operator's Compensation paid by District for such Contract Year is less than the greater of 1) the Operator's Fixed Compensation for such Contract Year or, 2) the amount of Operator's Annual Percentage Compensation for the Contract Year, District will remit the deficiency to the Operator, with the Operator's Compensation next thereafter due or shall be paid by District within ten (10) business days, if the term shall have expired.

9.5 Allowance of Operator's Reimbursement and Compensation – Upon District's approval of the amount of Operator's Request for Reimbursement and Operator's Compensation, Operator may, upon written order of the District's Executive Director, and designee, withdraw

said amount from the "Greenville Spartanburg International Airport Parking Receipts Account" authorized and specified in Section 9.3 hereof.

ARTICLE 10

Operator's Annual Budget

10.1 Prior to the commencement date of this Agreement, and thereafter by November 1st of each Contract Year, Operator shall prepare and submit to the Executive Director for his or her written approval and annual Budget of estimated Gross Receipts, Reimbursements, Operator's Compensation and estimated Net Revenue. The Budget shall be in the format described in Exhibit D attached hereto with appropriate supporting detail, including detail of direct salary and wage expense, fringe benefit costs and supporting schedules for major categories of operating expense comprising Reimbursements. The form and content of said supporting data will be agreed by District and Operator as part of the initial Budget approval process under this Agreement. Once approved by the Executive Director, said approved Budget shall be the control limit on Reimbursements to Operator and Operator's Compensation under this Agreement. Said Budget shall also include a calculation of Operator's estimated fringe benefit rate for the Contract Year in question. Such annual Budget shall be effective on July 1 of each Contract Year. Operator shall prepare and file with the District by the fifteenth date of the month following the close of each quarter of a Contract Year hereunder, a year-to-date report on Operator's Annual Budget, including an analysis of positive and negative variances, if any.

AUTHORIZATION OF AND REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS

10.2 Approvals for Parking Equipment, Operating Equipment and Improvements As of the execution date of this Agreement, there are no Operator-owned Parking Equipment or Operating Equipment or Operator-constructed improvements to the Parking Facilities with the exception of a pick-up truck used for transportation.

A. Process and Procedures Before Operator may acquire any Parking Equipment or Operating Equipment for, or make any improvements to the Parking Facilities, Operator must request approval from the Airport Executive Director to acquire said equipment or make said improvements and provide the Airport Executive Director with the justification and the cost therefore, the procurement specifications to be used to obtain said equipment or make said improvements, the allowable costs of financing therefore, if any, the estimated useful life of said equipment or improvement, and anticipated recurring expenses associated with the equipment or improvement (for example, for computer equipment, related software acquisition and anticipated need for periodic updates thereto). Upon written approval by the Airport Executive Director, Operator shall proceed to acquire said equipment or make said improvement in accordance with said approvals, in accordance with the procurement process approved by District. Upon completion of the purchase or improvement, the equipment or improvement, its cost and useful life and its monthly amortization shall be incorporated into Exhibit G. In addition, the Airport Executive Director shall also have the right to require Operator to procure additional Parking Equipment, Operating Equipment or make improvements to Parking Facilities that she or he deems necessary for the operation of the Parking Facilities under the procedures as outlined aforesaid. Upon acquisition of said equipment or completion of said improvement, as aforesaid, Operator shall forthwith provide the District with evidence of payment to its contractors, subcontractors and suppliers and with verification of final costs in form and substance acceptable to the Airport Executive Director.

B. Initial Equipment Procurement: Within sixty (60) days of the commencement date of this Agreement, Operator shall undertake a full review of the Operating and Parking Equipment and make recommendations for retention, maintenance, replacement or upgrading of the current Parking Equipment, as well as a proposed schedule therefore; said recommendation shall be accompanied by procurement specifications and cost estimates together with other documentation required by Paragraph (A) of this Section 10.2. Operator shall proceed to procure and install said equipment upon approval by the Airport Executive Director in accordance with the requirements of this Section, and an approved schedule, and provide the District with such documentation of title and warranty to said equipment as the Airport Executive Director may require.

10.3 Purchase of Equipment If, upon the expiration or termination of this Agreement, Operator and District do not enter into an Agreement providing for the continued management and

operation of the Parking Facilities by Operator, so long as Operator is not in default hereunder, District shall pay Operator for the net book value of any Parking Equipment and Operating Equipment purchased for the operation of the Parking Facilities and approved by Airport Executive Director and remaining unreimbursed. The net book value of said equipment shall be determined by multiplying Operator's initial cost for the same by the fraction, the numerator of which is the remaining useful life of said equipment, expressed in calendar months, and the denominator of which is the initial useful life of said equipment, expressed in calendar months. Operator shall provide District with all maintenance manuals.

10.4 Payment for Improvements If, upon the expiration or termination of this Agreement, Operator and District do not enter into a new Agreement providing for the continued operation and management of the Parking Facilities by Operator, so long as Operator is not in default hereunder, District shall reimburse Operator for the net book value of any improvements made by Operator to the Parking Facilities and approved by Airport Executive Director and remaining un-reimbursed in full. Operator's reimbursement shall be the net book value of said improvement determined by multiplying Operator's initial cost for the same by the fraction, the numerator of which is the remaining useful life of said improvement, expressed in calendar months, and the denominator of which is the initial useful life of said improvement expressed in calendar months.

10.5 Immediate Reimbursement to Operator In lieu of payment to Operator of the Amortization Payment under Section 9.3, District may elect to immediately reimburse Operator for the cost of any equipment purchase or improvement made pursuant to Section 10.3 above. In the event District so elects, Operator's cost will be reimbursed within 30 days of acquisition or completion, based upon Operator's invoice and such other documentation of title or completion as the Airport Executive Director may require, and said equipment or improvement shall not be subject to an Amortization Payment.

10.6 Other Provisions Governing Equipment Acquisition and Improvements The Operator shall follow and strictly comply with the following provisions in its procurement of equipment and making any improvement under the provisions of Section 10.2 above.

A. General Operator will not acquire any Parking Equipment or Operating Equipment nor make any alterations or improvements to the Parking Facilities until after first obtaining the

written consent of the Airport Executive Director in accordance with Section 10.2 above. All installations of equipment and alterations and improvements to the Parking Facilities made by the Operator shall be made in a workmanlike manner without damage to the Parking Facilities, except such damage that is promptly repaired or corrected by the Operator. No installation, improvement or alteration shall be made unless the Airport Executive Director shall first review and approve in writing the plans and specifications for such installation, alteration or improvement, and Operator shall have obtained all applicable building permits.

B. Construction Bonds and Insurance

1. Insurance Prior to the Airport Executive Director granting District to proceed with the installation of any equipment or the construction of any improvement or alteration, Operator or its contractor shall take out and maintain during the construction period Workers' Compensation and Contractor's comprehensive general public liability insurance, wherein the District, its officers, agents and employees are named as additional insureds. Coverage shall protect the contractor and any subcontractor performing work from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations during the construction or installation, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by them. Such policy or policies shall not exclude the "Explosion Hazard" nor the "Collapse Hazard" and shall be in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor, or any property over which the contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

The contractor shall also obtain Builder's Risk insurance covering all work incorporated in the Parking Facilities and all material for the same in, on or about the Airport.

In addition, the contractor shall obtain public liability insurance to cover each automobile, truck or other vehicle used in the performance of the installation or construction in an amount not less than a combined limit of One Million Dollars (\$1,000,000) for bodily injury and for property damage per occurrence.

The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining areas of the building or the work and property of others on the site beyond the limits of insurance maintained. All agreements between Operator and its contractors shall provide that the contractor shall defend, indemnify and hold harmless the Greenville-Spartanburg International Airport Commission, its officers, agents, and employees from any injury, damage, claims, fines or costs arising out of its work for Operator or the work of its subcontractors.

C. All Equipment and Improvements to Conform with Statutes All improvements, furniture, fixtures, equipment and finishes, including the plans and specifications therefore, constructed or installed by Operator, its agents or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by the District or the Airport Executive Director shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all such laws and rules and regulations, including obtaining all necessary permits and approvals, shall at all times remain with Operator.

D. Disapprovals In the event of disapproval by the Airport Executive Director of any portion of any plans or specifications, Operator shall promptly submit necessary modifications and revisions thereof for approval by Airport Executive Director. Airport Executive Director shall act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Airport Executive Director, and no alterations or improvements shall be made to or upon the Parking Facilities without the prior written approval of the Airport Executive Director. The District, through the Airport Executive Director, shall have the absolute right to disapprove the installation of any equipment or the construction of any improvements or alterations and such refusal shall be deemed reasonable and final.

E. Provision of As-Built Drawings Upon completion of any installation, improvement or alteration, Operator shall provide District two (2) completed sets of as-built drawings in reproducible and modifiable form as specified by District. Operator agrees that, upon the request of District, Operator will inspect the installation or improvement jointly with District to verify the as-built drawings.

F. Title to All Equipment Except as may be otherwise specified in writing in the Airport Executive Director's approval to Operator pursuant to paragraph A above, title to all equipment acquired and improvements made to the Parking Facilities shall immediately pass and vest in District upon installation or completion. Title trade fixtures provided by Operator, which are not included as Parking Equipment or Operating Equipment and which purchase price has not been charged to District, hereunder shall remain in Operator. Unless otherwise agreed to in writing by Operator and Airport Executive Director, upon completion of any installation, improvement or construction made by Operator to the Parking Facilities, title to same shall vest and remain in District.

G. Right to Other Property Except as may otherwise be provided for herein, Operator shall have the right upon the termination of this Agreement to remove any of its trade fixtures, expendables, and personal property, if any, from the Parking Facilities which have not assumed the nature of an improvement or fixture to real property and/or have not been paid for by District as a reimbursable or otherwise; provided, however, that Operator is not then in default hereunder, and provided further that Operator, at its sole cost and expense, shall repair or shall reimburse the District for the cost of repairing any damage which may be caused by such removal. Upon failure of Operator to remove such property within twenty-four (24) hours after the date of termination of this Agreement, the Airport Executive Director shall have the right to remove such property, notwithstanding any security interest in same, and to store it, and Operator shall pay to the District the cost of such removal and storage or at the option of the District's representative, any such property remaining after the termination of this Agreement shall immediately be and become the property of the District.

ARTICLE 11

Assignment; Subcontracting:

11.1 Operator shall have no right to assign, subcontract, or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of the District, which consent may be withheld for any reason. Any assignment, subcontract or delegation so permitted and so made shall be subject to all the terms, conditions and other provisions of this Agreement. Further, notwithstanding any assignment, subcontract or delegation, Operator shall remain obligated and liable to the District for the performance of all terms, conditions and other provisions of this Agreement to the same extent that it would be obligated and liable if no assignment, subcontract or delegation had been made. Any attempted assignment or delegation in violation of this provision shall be void and of no force or effect whatsoever.

ARTICLE 12

Indemnity:

12.1 Operator shall protect, defend, indemnify and hold the District and its Commissioners, officers and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises and the acts, omissions and/or unlawful conduct of Operator's officers, agents, employees, Operators, subcontractors, licensees or invitees, regardless or where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the gross negligence of the District. The District shall give to Operator reasonable notice of any such claims or actions. The Operator shall also use counsel reasonably acceptable to the District in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

12.2 Operator shall protect, defend and hold the District and its Commissions, officers and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising from breaches by the Operator of security rules or regulations of any agency, including the Federal Aviation Administration, the U.S. Department of Transportation, or the District. This indemnity extends to any such liabilities, losses, etc. which occur on the

Premises unless caused by the actions or negligence of the District or its agents or employees. In the event the Federal Aviation Administration, the U.S. Department of Transportation, or other agency imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the District or the Operator or its agents or employees, the penalty shall be paid by the Operator, provided, however, that nothing herein shall prevent the Operator from contesting the legality, validity or application of such fine or penalty to the full extent Operator may be lawfully entitled to do so.

12.3 In addition to its obligation to reimburse the District for the losses addressed in Section 8.5 of this Agreement, Operator shall also be responsible to reimburse the District for the District's reasonable attorney's fees, costs, court costs and expert witness fees associated with any such loss.

ARTICLE 13

Insurance and Letter of Credit:

13.1 Operator shall purchase and maintain such insurance as may be necessary to protect it and the District from claims which arise out of or result from Operator's activities and responsibilities under this Agreement, whether such operations are performed by itself or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required shall be written for not less than the minimum limits of coverage or liability specified in this Agreement, or required by law, whichever is greater. The minimum insurance requirements are as follows:

- (a) Commercial General Liability (broad form) covering bodily injury and property damage in an amount no less than Five Million and no/100 (\$5,000,000.00) Dollars per occurrence;

(b) Workers' Compensation and Employer's Liability Insurance to meet statutory requirements of coverage and limits, provided the coverage will be no less than One Million and no/100 (\$1,000,000.00) Dollars;

(c) Garage-Keeper's Insurance (or insurance endorsement) in an amount no less than One Million and no/100 (\$1,000,000.00) Dollars;

(d) Comprehensive Automobile Liability Insurance covering bodily injury and property damage in an amount no less than Five Million and no/100 (\$5,000,000.00) Dollars. This insurance shall apply to all owned and hired vehicles of Operator and non-ownership protection for all employees of Operator engaged in the performance of this Agreement;

(e) Fidelity Bond or other insurance, acceptable to the District, covering any and all losses of the District's funds while under the custody and/or control of Operator, in an amount of not less than One Million and no/100 (\$1,000,000.00) Dollars.

(f) Employee theft insurance, acceptable to the District, covering any and all losses of the District's through theft, conversion or other unlawful act, whether or not such theft, conversion or other act involves operator's Operators, employees, agents, or sub-Operators, and whether or not such theft, conversion or other act occurs on or off the Premises, in an amount not less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars.

13.2 Operator agrees that all insurance policies shall contain a severability of interest or cross-liability provision endorsement which shall read generally as follows:

"In the event of one or the assureds incurring liability to any other of the assureds, this policy shall cover the assured against whom claim is or may be made in the same manner as if separate policies had been issued to each assured. Nothing contained herein shall operate to increase the limits of liability."

13.3 Operator agrees that all insurance policies shall provide that they will not be altered or cancelled without thirty (30) days advance written notice to the District. Such insurance must provide that it will be considered primary insurance as respects any other valid and collectible insurance, or self-insured retention or deductible the District may possess. Any other insurance or self-insured retention of the District shall be considered excess insurance only.

13.4 Operator and the District understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Agreement. Operator and the District agree that the minimum limits may be increased to reasonable amounts upon any anniversary date of this Agreement. Director shall have the right to change the insurance coverages and the insurance limits required of Operator, without any cost to the District, if such changes are recommended or imposed by the District's insurers. An increase of Two Hundred Thousand and No/100 (\$200,000.00) Dollars per year shall not be considered as unreasonable by Operator.

13.5 Operator shall obtain all insurance required from an insurance company or companies authorized to do business in the State of South Carolina. The insurance company shall be acceptable to Director; approval may be denied a company based on its Best rating or other indication of financial inadequacy.

13.6 Operator shall provide Director such evidence of compliance with the District's insurance requirements as Director may from time to time request. At a minimum, Operator shall provide, before commencement of this Agreement, a Certificate of Insurance. All such Certificates shall be completed to show compliance with Operator's obligations hereunder, specifically as to the indemnification and notice provisions. Director may also require copies of the declaration page, insurance policy and any endorsements thereto.

13.7 Operator required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above Operator's coverage. Operator's policies of coverage shall be considered primary as relates to all provisions of the Agreement.

13.8 If Operator or its insurance company fails to promptly respond to Director's request for adequate evidence of compliance with the insurance provisions within ten (10) days after receipt of such request, then Director may, in addition to all its other remedies, deduct an amount equal to ten percent (10%) of the monthly Management Fee paid to Operator hereunder until such evidence is provided.

13.9 If Operator shall at any time fail to insure or keep insured as aforesaid, the District may do all things necessary to effect or maintain such insurance and all monies expended by it for the purpose shall be deducted from Management Fee paid to Operator in the month or months the premium or premiums are paid by the District. If any insurance policies required hereunder cannot be obtained for any reason, Director may require Operator to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Director, the District may terminate this Agreement.

13.10 Irrevocable Letter of Credit - Prior to execution of this Agreement, Operator shall provide the District, and shall maintain in effect throughout the term hereof, an Irrevocable Letter of Credit in the amount of Two Hundred and Fifty Thousand and no/100 (\$250,000.00) Dollars or a Performance Bond in the same amount. Such Irrevocable Letter of Credit shall be a demand instrument and in a format acceptable to the District, shall be obtained from a banking institution acceptable to the District, and must be presentable at a bank acceptable to the District, located in South Carolina. Said Irrevocable Letter of Credit or Performance Bond shall be conditioned to ensure the faithful and full performance by Operator of all covenants, terms and conditions of this Agreement, and to stand as security for payment by Operator of all valid claims by the District against Operator. If at any time this Agreement terminates or is terminated and there is due and owing to the District any sum payable under the terms hereof, or if the District has any claim against Operator arising out of this Agreement, then said Two Hundred and Fifty Thousand and no/100 (\$250,000.00) Dollars or any part thereof shall be applied in payment of the amount due or in settlement of the claim or claims of the District against Operator.

ARTICLE 14

Termination by Operator:

14.1 This Agreement shall be subject to termination by Operator should the District breach any of the material terms, covenants or conditions of this Agreement to be kept, performed and observed by the District for a period of thirty (30) days after written notice from Operator of the existence of such breach. If more than thirty (30) days shall be required to cure the default because of the nature of such breach, then the District shall be in default only if it shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default.

ARTICLE 15

Termination by the District:

15.1 The District may, at its option, immediately terminate or suspend this Agreement if one or more of the following events should occur:

- (a) Any type of strike, boycott, picketing, work stoppage, slow-down or other labor activity is directed against Operator at Airport or against any of its operations under this Agreement, whether or not the same is due to the fault of Operator, and continues for a period of at least twenty-four (24) hours, including the period of any suspension of the operations of Operator pursuant to the provisions contained herein, and if any of the foregoing in the opinion of the District adversely affect the operation of Airport, or other persons using the facilities of Airport or the operations of Operator under this Agreement;
- (b) Operator shall either cease, abandon, stop or discontinue its services in or on Premises for any reason whatsoever;

(c) Any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Premises;

(d) Failure by Operator to remit to the District the cash portion of the Gross Revenues or other funds collected or received by Operator and required to be remitted to the District at the time and place designated herein provided that if the failure to remit is due to theft of the cash portion of the Gross Revenues by an employee or other party, then the failure to remit shall not precipitate the District's remedy under this section unless the Operator fails to remit such amount by the close of the second business day after the day on which the failure occurs;

(e) Breach by Operator of any of the terms, conditions, or covenants of this Agreement to be kept, performed and observed by Operator (other than actions described in subsections (a) through (d) above), for a period of thirty (30) days after written notice from the District to Operator of the existence of such breach or if more than thirty (30) days shall be required because of the nature of said breach, if Operator shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default;

(f) Operator shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against Operator and it is thereafter adjudicated as bankrupt; or if a court shall take possession of Operator's assets pursuant to bankruptcy proceedings;

(g) Operator shall fail to take necessary measures to prevent or eliminate unreasonably long waiting periods for exiting customers of the Premises, following the issuance of three (3) written warnings by the District to Operator within any given six (6) month period during the term of this Agreement. For purposes of this Agreement, a waiting time of more than ten (10) minutes at any toll booth shall be justification for warnings to be issued as stated above and for ultimate termination if such a waiting period is encountered again following three (3) such warnings.

15.2 The right of termination as contained in this Article shall be in addition to and not in lieu of any and all rights and remedies that the District shall have at law or in equity consequent upon Operator's breach of this Agreement and the exercise by the District of such rights and termination shall be without prejudice to any and all such rights and remedies. In the event the District exercises its rights to terminate this Agreement, then it is understood that said exercise by the District of its right of termination shall not be, or deemed to be, an exercise by the District of an election of remedies so as to preclude the District from any right to money damages it may have for the period from the effective date of termination to the original expiration date of Agreement, and this provision shall be deemed to survive the termination of Agreement as aforesaid.

15.3 In the event this Agreement is terminated, any payment due Operator shall be due and payable within thirty (30) days after the effective date of termination, provided however, that should this Agreement be terminated under circumstances where the District may have claims against Operator or amounts in dispute, payment of the amount of claims or dispute may be deducted from Operator's invoice. Payment shall not, however, be deemed a waiver by the District of any rights or remedies it may have under this Agreement or otherwise.

15.4 Operator shall, at its own cost and expense, remove all of its property from Premises on or before the cessation of this Agreement. Any damage to the property owned or used by the District or in which the District has an interest, resulting from such removal, shall be paid for by Operator.

15.5 If Operator's property is not removed as herein provided, the District may, at its option, as agent for Operator and at Operator's risk and expense, remove such property to a public warehouse for deposit, or retain such property in the District's possession and, after the expiration of thirty (30) days, sell the same, with or without notice, at a public or private sale, in accordance with applicable law, the proceeds of which sale shall be applied first to expenses of the sale, and second to any sum owed by Operator to the District, and any balance remaining shall be paid Operator.

15.6 Operator shall keep all insurance policies and bonds in effect through surrender of Premises.

15.7 Nothing herein is intended or shall be construed as a waiver of limitation or the right of the District to assert any lien which the District may lawfully assert.

15.8 Early Termination – Notwithstanding the provisions of Article 4 of the Agreement, District shall have the right to terminate this Agreement, without cause, at any time during the term by giving Operator ninety (90) days advance written notice of said termination. Operator shall have the right to terminate this Agreement if District should default in any payment due to Operator, provided Operator shall first give the District written notice of any such alleged payment default and District shall have thirty (30) days after receipt of such notice in which to cure the payment default.

ARTICLE 16

Security:

16.1 Operator shall observe all security requirements of the United States Department of Transportation, including those set forth in "The U.S. Department of Homeland Security, Transportation Security Administration", 49 CFR 1542, et. seq., as the same may be from time to time amended and published/approved by the United States Department of Transportation and the District, and to take such steps as may be necessary or directed by the District to ensure that sublessees, employees, invitees and guests observe these requirements.

16.2 If the District incurs any fines and/or penalties imposed by the United States Department of Transportation, as a result of the acts or omissions of Operator, Operator agrees to pay and/or reimburse all such costs and expense. Operator further agrees to rectify any security deficiency as may be determined as such by the District, the United States Department of Transportation, or the Federal Aviation Administration. The District reserves the right to take whatever action necessary to rectify any security deficiency, in the event Operator fails to remedy the security deficiency.

ARTICLE 17

Attorneys' Fees:

17.1 In case the District brings any action under this Agreement, and prevails in said action, then the District shall be entitled to recover from Operator its reasonable fees incurred as a result of said action. Such fees shall include, but not be limited to, expert witness' fees, court reporters' fees, court costs and reasonable attorneys' fees. Likewise, in case the Operator bring any action under this Agreement and prevails in said action, then the Operator shall be entitled to recover from the District its reasonable attorneys' fees incurred as a result of said action including, without limitation, expert witness fees, court reporters' fees, court costs and reasonably attorneys' fees.

ARTICLE 18

Amendment:

18.1 This Agreement constitutes the entire Agreement between the parties. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE 19

District Approval:

19.1 Wherever under this Agreement approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions or designations made at any time, and from time to time, may be withdrawn or modified by notice from the District to Operator.

ARTICLE 20

Environmental Protection:

20.1 Operator agrees to comply with all laws, and to obey all rules, regulations or administrative orders of agencies of Greenville and Spartanburg Counties, the State of South Carolina, and the United States as these laws, rules, regulations and administrative orders may now exist and as they may be hereafter adopted relating to protection of the environment. Operator further agrees to abide by all rules and regulations adopted by the District relating to protection of the environment.

ARTICLE 21

General Provisions:

21.1 No Exclusive Rights. Nothing herein contained shall be deemed to grant the Operator any exclusive right or privilege within the meaning of the Federal Aviation Act (49 USC Section 47101, et seq.) or the conduct of any activity on Airport except that, subject to the terms and provisions hereof, Operator shall have the right to possess Premises under the provisions of this Agreement.

21.2 Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the District and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the District for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. The District covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

21.3 Non-Discrimination Clause. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Operator agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

21.4 Non-Waiver of Rights. No waiver or default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

21.5 Notices. Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by private courier in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to the District shall be delivered as follows:

The Greenville-Spartanburg Airport District
c/o Executive Director
2000 GSP Drive, Suite 1
Greer, SC 29651-9202

Until any such change is made, notices to Operator shall be delivered as follows:

Mr. Sam Cherkaoui
AMPCO AirPark
AMPCO System Parking
815 Walker Street, Suite 340

21.6 Captions. The headings of the several Articles of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

21.7 Severability. If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the parties hereto agree that the material rights of either party shall not be affected thereby.

21.8 Agent for Service of Process. The parties hereto expressly understand and agree that if Operator is not a resident of the State of South Carolina, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Operator does designate its South Carolina registered agent as its agent for the purpose of service of process in any court action between it and the District arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of South Carolina by also serving Operator's registered agent. The parties hereto expressly agree, covenant and stipulate that Operator shall personally be served with such process out of this State by the registered mailing of such complaint and process to Operator at the address set forth herein. Any such service out of this State shall constitute valid service upon Operator as of the date of receipt thereof. The parties hereto further expressly agree that Operator is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives all obligations and protest thereto, any laws to the contrary notwithstanding.

21.9 Waiver of Claims. Operator hereby waives any claim against the District and its officers or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or by any judgment or award in

any suit proceeding declaring this Agreement null, void and voidable, or delaying the same of any part thereof, from being carried out.

21.10 Right to Develop Airport. The parties hereto further covenant and agree that the District reserves the right to further develop or improve Airport Terminal and all landing areas and taxiways as it may see fit, regardless of the desires or view of Operator and without interference or hindrance.

21.11 Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

21.12 Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

21.13 Non-Liability of Agents and Employees. No member, officer, agent or employees of the District shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

21.14 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

21.15 Right to Amend. In the event that the Federal Aviation Administration (FAA) or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, or otherwise, Operator agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

21.16 Time of Essence. Time is of the essence in this Agreement.

21.17 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

21.18 Relationship of the Parties. It is understood Operator is not in any way or for any purpose a partner or joint venturer with or an agent of the District. Operator shall act as an independent Operator in the performance of its duties pursuant to this Agreement.

21.19 Interpretation. The District and Operator hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

21.20 Jurisdiction and Venue. Operator and District understand and agree that any and all disputes between them arising out of or associated with this Agreement shall be subject to jurisdiction only in the State of South Carolina, and each freely and voluntarily consents to the jurisdiction of the South Carolina state and federal courts, and only those courts, for all such disputes. Further operator and District understand and agree that venue for any such dispute shall be proper only in Spartanburg County, South Carolina, and each party freely and voluntarily consents to venue in that county, and only in that county, for all such disputes.

ARTICLE 22

Entire Agreement:

22.1 The parties hereto understand and agree that this instrument contains the entire Agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not

expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

22.2 The individuals executing this Agreement personally warrant that they have full District to execute this Agreement on behalf of the entity for which they are acting herein.

22.3 The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

22.4 This Agreement between the parties shall consist of this instrument, the Request for Proposals and Operator's proposal which is incorporated herein as if copied verbatim. In the event of any conflict between the terms of this Agreement and the terms or provisions of the aforesaid documents, the more restrictive on Operator shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

GREENVILLE-SPARTANBURG AIRPORT DISTRICT

By: _____

By: _____

Title: _____

ATTEST:

.

By: _____

By: _____

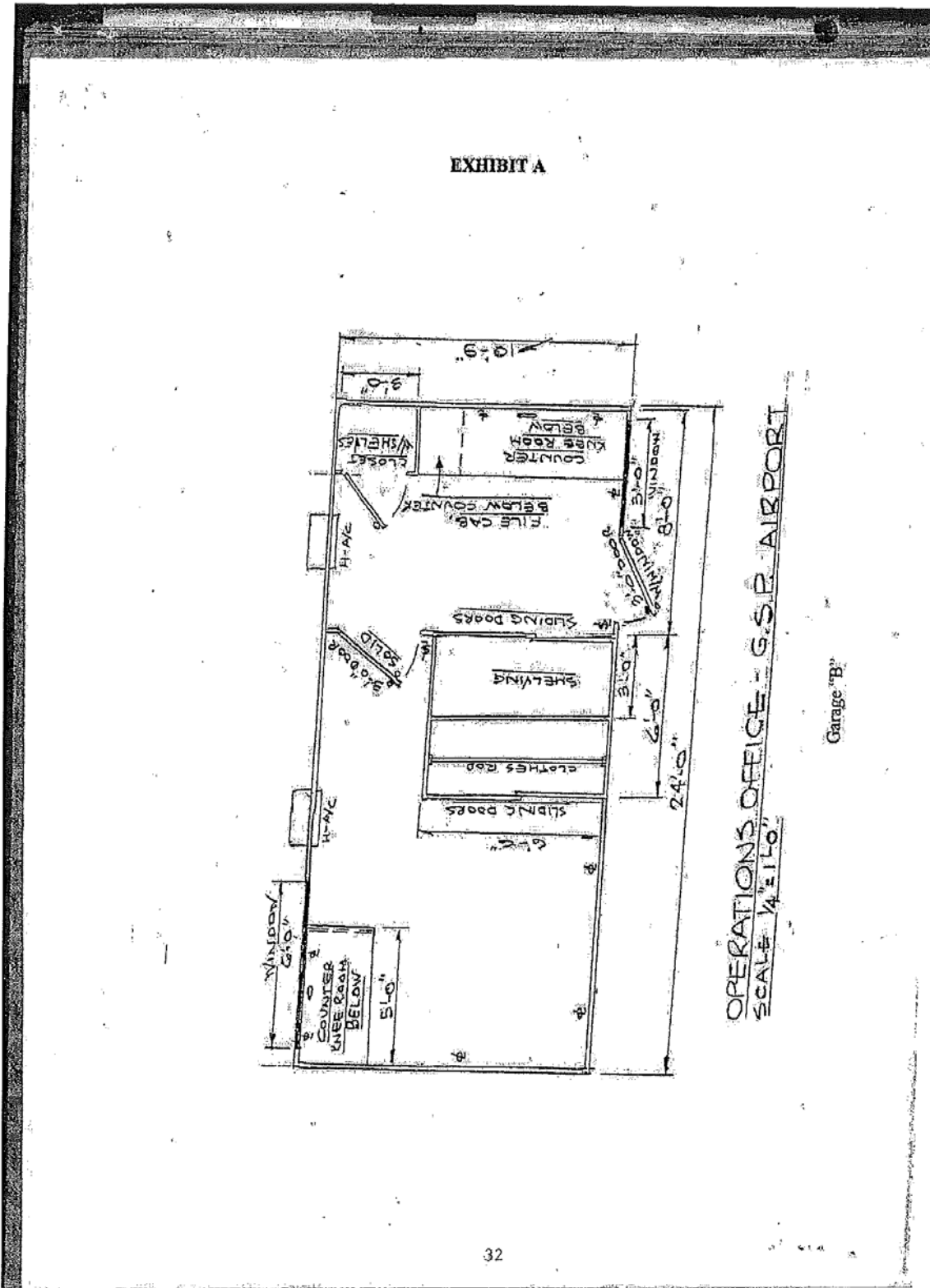
Title: _____

APPROVED AS TO FORM: _____

Date: _____

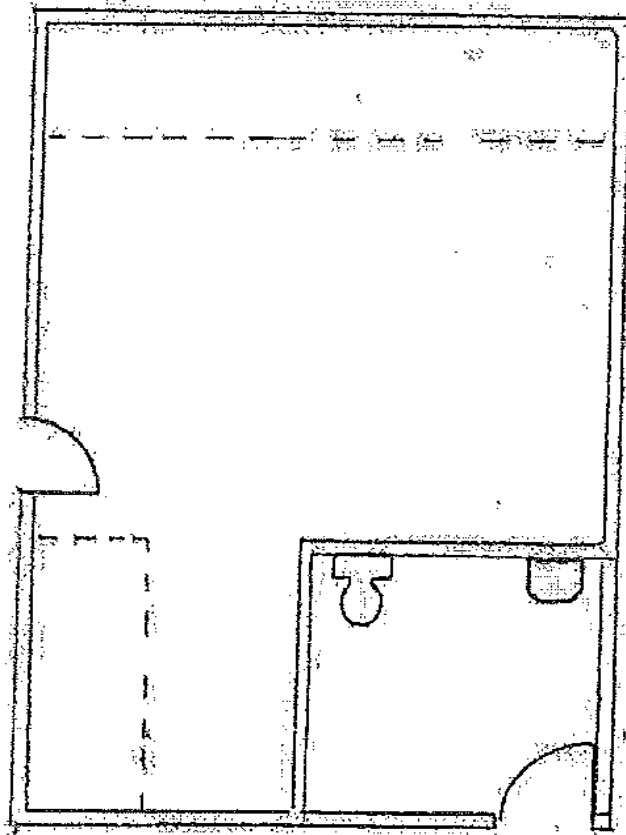
Larry D. Estridge
Womble, Carlyle, Sandridge & Rice, PLLC
General Counsel

EXHIBIT A



32

EXHIBIT A-1 - A-3



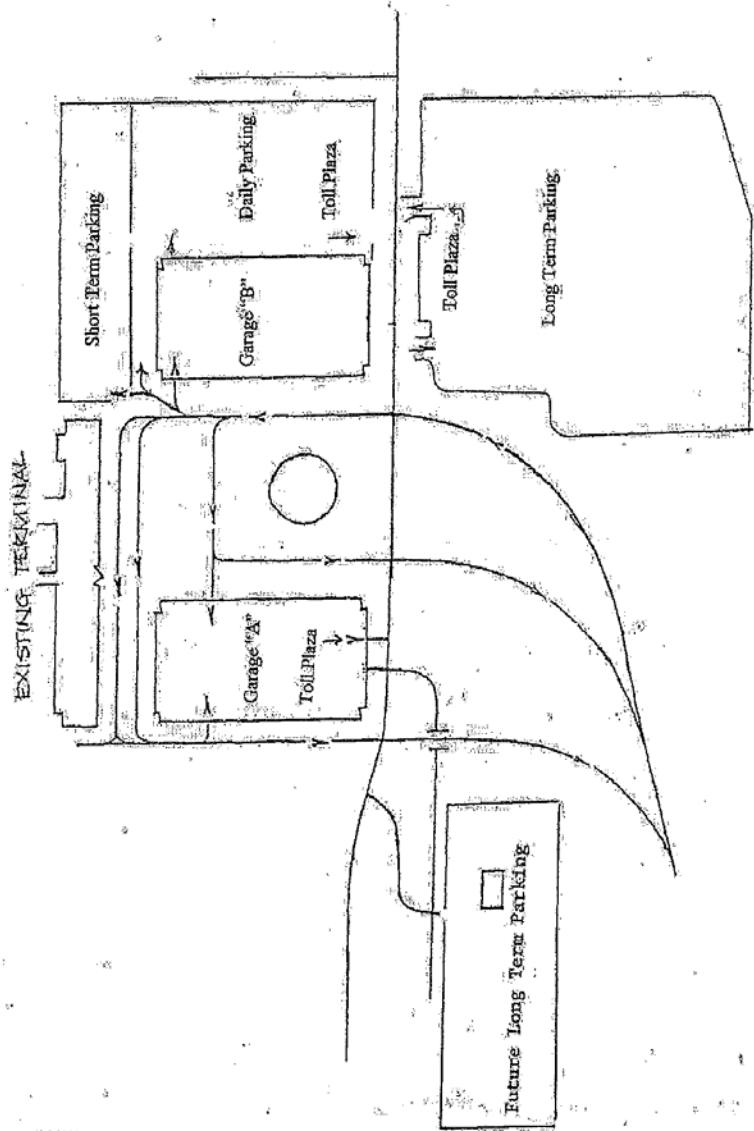
N.T.S.

Office Area

33



EXHIBIT A



34

EXHIBIT B

PROCEDURE FOR DETERMINING UNACCOUNTED-FOR PARKING TICKETS

The number of unaccounted-for parking tickets will be determined on a daily basis, pursuant to the following procedure. For clarification, an example using hypothetical numbers is included at the end of each paragraph.

(a) The Operator will conduct a physical inventory of the number of cars in each parking facility at a pre-designated time, approved in advance by the District, between 12:00 midnight and 6:00 a.m. **[For purposes of the illustration example, assume that the number of cars in the facility at 4:00 a.m. is 500.]**

(b) All of the parking tickets issued during the next 24 hours would be recorded. **[Example -- 5,000 new tickets issued.]**

(c) The number of tickets taken in at the exit booths during the same 24 hour period would be recorded. This number would include substitute tickets entered through the system for customers who lose their tickets, but who pay whatever amount required under applicable regulations in order to exit the Premises. **[Example -- This number is 5,025.]**

(d) Another inventory of cars in each parking facility would be taken at 4:00 a.m. on the following day. **[Example -- This second day inventory is 400.]**

(e) To calculate the number of unaccounted-for tickets, start with the first day's inventory **[500]**; then add the number of new tickets issued during the 24 hour period **[5,000]**. Subtract the number of tickets taken in during the 24 hour period at the exit booths **[5,025]**. Compare the resulting number to the "ending" inventory of vehicles taken at 4:00 a.m. on the second day. If they are the same, then there are no unaccounted-for tickets. If the resulting number is larger than the ending inventory, then the difference is registered as the unaccounted-for parking tickets for that 24 hour period. **[Example -- Starting inventory (500) plus new tickets issued (5,000) minus tickets taken in at exit booths (5,025) equals 475. Final inventory (400) is less; therefore, difference is the number of unaccounted-for tickets (75).]**

If the total number of unaccounted-for tickets shall be equal to or less than two-tenths of one percent of total tickets issued in any month, there shall be no liquidated damages. If unaccounted-for tickets exceed this percentage, then liquidated damages will be assessed and paid as follows:

- For each unaccounted-for ticket above two-tenths of one percent of total tickets, up to three-tenths of one percent -- \$5 per ticket
- For each unaccounted-for ticket above three-tenths of one percent of total tickets, up to four-tenths of one percent -- \$10 per ticket

- For each unaccounted-for ticket above four-tenths of one percent of total tickets, up to five-tenths of one percent -- \$15 per ticket
- For all unaccounted-for tickets in excess of five-tenths of one percent of total tickets - \$20 per ticket

EXHIBIT C
Greenville Spartanburg International Airport
Management Agreement - Public Parking Facilities
Schedule - Maintenance Responsibilities

<u>Facilities/Equipment</u>	<u>District</u>	<u>Operator</u>	<u>Notes/Comments</u>
A. Parking Lot Pavement, Curbs, Islands - Structural Repair/Replacement	X		District will perform, crack sealing; repair sealing; pavement seal coating; repairing and overlaying pavement
- Ice & Snow Removal/Treatment	X		District shall be responsible for snow and ice removal and surface treatment in the entire parking lot.
Cleaning, Sweeping & Debris Removal	X		District shall be responsible for cleaning, sweeping and debris removal which includes paper, debris, refuse pick-up, and leaves
- Remove/neutralize gasoline, oil, solvents, fuels on pavement surfaces	X		District shall be responsible for removal of these substances from pavement
- Pavement marking, striping, re-striping, and/or painting;	X		District shall schedule and provide for lot striping, marking and/or painting; schedule to be approved by the Commission

EXHIBIT C
Greenville Spartanburg International Airport
Management Agreement - Public Parking Facilities
Schedule - Maintenance Responsibilities

<u>Facilities/Equipment</u>	<u>District</u>	<u>Operator</u>	<u>Notes/Comments</u>
<u>B. Parking Lot Entrance & Exit Lanes, Curbs & Islands</u>			
- Structural Repair	X		District shall be responsible for structural repairs in this area
- Ice & Snow Removal/Treatment	X		District shall be responsible for snow and ice removal and surface treatment
- Cleaning, Sweeping & Debris Removal	X	X	Operator shall be responsible for cleaning, sweeping and debris removal including paper, debris, refuse pick-up, leaves, etc
- Remove/neutralize gasoline, oil, solvents, fuels on pavements and surfaces	X	X	Operator shall be responsible for removal of these substances from pavement
- Pavement marking, striping, re-striping, and/or painting	X		District shall schedule marking, striping, re-striping and/or painting; schedule to be approved by District
C. Parking Lot Sidewalks & Walkways	X	X	District shall be responsible for all structural maintenance, repair and replacement. Operator shall be responsible for cleaning , sweeping, debris re

**Greenville Spartanburg International Airport
Management Agreement - Public Parking Facilities
Schedule - Maintenance Responsibilities**

<u>Facilities/Equipment</u>	<u>District</u>	<u>Operator</u>	<u>Notes/Comments</u>
D. Landscaping/Maintenance	X		District shall be responsible for mowing, seeding, trimming and trash removal from: Grass areas, Grass islands, planting areas within the Parking Facility.
- Landscape, Trees & Shrubs	X		District shall be responsible for maintenance and replacement of all full sized trees, and arranging for replacement of all plantings.
E. Exit Plaza Facilities, Including Canopy, Islands, Toll booths, Operator's Office			
- Structural Repair/Replacement	X		District shall be responsible for structural repairs and replacement in this area
- Ordinary repairs/Maintenance of exterior of booths & canopy, including painting	X		District shall be responsible
- Ordinary repairs and maintenance of booths, restrooms and Operator's Office, of plumbing, heating and electrical	X	X	District will make repairs to plumbing, HVAC and electrical in Operator's office. Operator will be responsible for housekeeping, cleaning, interior painting, and its equipment and personal property.
- Cleaning, Sweeping & Debris Removal	X		District shall be responsible for cleaning, sweeping & debris removal including paper, debris, refuse pick-up, leaves, etc
F. Parking Lot Underground Electrical Systems	X		District will be responsible for maintenance and repair to general electrical systems, and lighting, excluding interior and exterior connections to Parking Equipment
G. Parking Lot Lighting & Relamping	X		

Exhibit C
Greenville-Spartanburg International Airport
Management Agreement - Public Parking Facilities
Schedule - Maintenance Responsibilities

<u>Facilities/Equipment</u>	<u>District</u>	<u>Operator</u>	<u>Notes/Comments</u>
H. Parking Lot Drainage and Storm Water Systems	X		District shall be responsible for drainage and storm water systems in parking lot. Rental Car ready return lot is not included
I. Parking Revenue Equipment		X	Operator will be responsible for all repairs, replacements and maintenance
J. Operating Equipment		X	Operator will be responsible for all repairs, replacements and maintenance
K. Irrigation System	X		
L. Signage	X		District will be responsible all repairs, replacements and maintenance of signage inside Parking Facilities including row locator signs on light poles.

EXHIBIT D
Greenville Spartanburg International Airport
Management Agreement - Public Parking Facilities
Annual Approved Budget

_____, 2009 to _____, 2010

Gross Receipts

Garage A	\$ _____
Garage B	\$ _____
Short-term lot	\$ _____
Long-term lot	\$ _____
Other	\$ _____

Adjustments to Gross Receipts \$ _____

Adjusted Gross Receipts \$ _____

Direct Salaries and Wages

Site Manager	\$ _____
Assistant Manager	\$ _____
Cashiers	\$ _____
Maintenance Person	\$ _____

TOTAL \$ _____

Fringe Benefit Cost

Holiday Pay	\$ _____
Vacation Pay	\$ _____
Social Security	\$ _____
Hospitalization	\$ _____
Pension	\$-----
Worker's Compensation	\$ _____
Other Payroll Taxes (FUT, SUT)	\$ _____

TOTAL

\$ _____

Fringe Benefit Costs

----- = Fringe Benefit Rate

Direct Salaries and Wages

Direct Non-Salary Operating Expenses

[Expense categories for reporting purposes to be added \$ _____
prior to executing Management Agreement.]

Amortization Payment \$ _____

TOTAL \$ _____

Total Reimbursement \$ _____

Operator's Compensation

Operator's Fixed Compensation \$ _____

Operator's Percentage Compensation

Gross Receipts \$ _____

Less Adjustments \$ _____

Adjusted Gross Receipts \$ _____

Less Reimbursements \$ _____

Net Operating Revenue \$ _____

Plus Amortization Payment \$ _____

Amount Subject to Operator's \$ _____

Percentage Fee

Operator's Compensation at ____% of \$ _____
Above Amount

Operator's Compensation \$ _____

(Greater of Fixed Compensation or Percentage Compensation)

NET REVENUE TO DISTRICT \$ _____

EXHIBIT "E"				
	First 1/2 Hr	Each Add'l 1/2 Hour	24 Hour Maximum	Weekly Maximum
Garage				
Daily				
Economy				
	First 1/2 Hr	Each Add'l 1/2 Hour	24 Hour Maximum	Weekly Maximum
Short Term				

EXHIBIT F
Greenville-Spartanburg International Airport
Management Agreement - Public Parking Facilities
Request For Reimbursement

Month of _____, 2009

Direct Salaries, Wages, and Overtime (Attach certified payroll)

<u>Description</u>	<u>Employees</u>	<u>Hours</u>	<u>Dollars</u>
			\$ _____
TOTAL			\$ _____
Overtime			\$ _____
TOTAL			\$ _____

Fringe Benefit Costs

Direct Salaries and Wages (Including Overtime) for Payroll of Month x Fringe Benefit Rate	\$ _____
TOTAL	

Direct Non-Salary Operating Costs
(Invoices and supporting documentation to be attached)

[Expense categories for reporting these operating costs to be established by District and Manager prior to executing the

Management Agreement.]

Amortization Payment \$ _____

TOTAL \$ _____

Total Reimbursement Request for Month _____

Operator's Compensation

Operator's Fixed Compensation

Operator's Percentage Compensation

Gross Receipts \$ _____

Less Adjustments \$ _____

Adjusted Gross Receipts \$ _____

Less Reimbursements \$ _____

Net Operating Revenue \$ _____

Plus Amortization Payment \$ _____

(if applicable)

Amount Subject to Operator's \$ _____

Percentage Compensation

Operator's Percentage Compensation

at _____% of above amount \$ _____

Operator's Compensation for Month \$ _____

(Greater of Fixed Compensation or Percentage Compensation)

**TOTAL REIMBURSEMENT REQUEST AND
OPERATOR'S COMPENSATION FOR MONTH** \$ _____

