PREPAID FINANCIAL SERVICES AGREEMENT

BETWEEN

CITY OF FRESNO
(A Municipal Corporation)

AND

READY CREDIT CORPORATION
A NEVADA CORPORATION

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PREPAID FINANCIAL SERVICES AGREEMENT

THIS CONCESSION AGREEMENT, made and entered into the 1st day of December, 2017, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation (City) and READY CREDIT CORPORATION a Nevada Corporation, admitted in good standing to do business in California (Concessionaire).

WITNESSETH

WHEREAS, City is the owner and operator of the Fresno-Yosemite International Airport located in the City of Fresno, County of Fresno, State of California (Airport); and

WHEREAS, Concessionaire desires to operate a prepaid financial services from self- service kiosks as a service to the traveling public in the Terminal/Concourse Building at Airport; and

WHEREAS, City desires to grant the Concessionaire the right to operate said business from areas within locations as described and depicted on **Exhibit "A"**, attached hereto and incorporated herein, upon the terms and conditions herein.

NOW THEREFORE, in consideration of the above recitals which recitals are contractual in nature, mutual covenants, agreements, and conditions contained herein and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

ARTICLE 1:
DEFINITIONS

The following words and phrases shall have the following meanings when used elsewhere in this Agreement.

A. "Agreement" means this Prepaid Financial Service Agreement between City and Concessionaire, as the same may be amended or supplemented from time to time pursuant to the terms hereof.

B. "Assigned Area" means the public area or areas designated and depicted on **Exhibit "A"** attached hereto as the place or places within the Airport where the self-service kiosks, wiring and enclosures may be located.

C. "Concession" means the Section 3.1 Grant of Concession and Use Rights to operate a Financial Service from self-service kiosks at the Airport.

D. "Concession Fees" mean the total Article 5 Compensation, Bookkeeping, and Audit due to the City from the Concessionaire.

E. "Director" shall mean the City of Fresno's Director of Aviation, or the designee of the Director of Aviation.

F. "Minimum Monthly Guarantee" means 1/12th of the Section 5.2 Minimum Annual Guarantee.

G. "Percentage Concession Fees" means 10% of Gross Receipts due and payable as provided in Section 5.2 of this Agreement.

H. "Terminal Building" means the Passenger Terminal/Concourse Building at the Airport as it exists on the date hereof, and any additions made thereto during the term of this Agreement.

I. "The life of this Agreement" (and any and all readily identifiable variations thereof), when used herein, means the full term of this Agreement, as specified within Article 2 of this Agreement, including any extension(s) of said term, UNLESS this Agreement shall be terminated earlier as herein elsewhere provided, in which event, said phrase and said variations thereof, shall mean the lesser period during which this Agreement shall be in full force and effect.

ARTICLE 2: TERM

Section 2.1 Term

The term of this Agreement shall become effective upon the date set forth above and shall continue for five (5) years, until 11:59 p. P.S.T., November 30th, 2022, subject to prior termination as provided herein.

Section 2.2 Automatic Extension

In the event that this Agreement shall remain in full force and effect throughout the entire term specified in Section 2, 2.1, above, at the end of said term, City at its sole discretion shall have the option to renew this Agreement for an additional five (5) year period, upon the terms and conditions herein, provided that in no event shall this Agreement remain in force beyond November 30th, 2027.

Section 2.3 Early Termination

In addition to the other methods of terminations available under this Agreement, from and after December 1, 2017, this Agreement may be terminated by either party at its respective convenience at any time during the life hereof upon service of ninety (90) days written notice upon the other party, whereupon the parties shall be relieved of obligations and liabilities hereunder not due and owing at the time of termination.

ARTICLE 3:
RIGHTS OF CONCESSIONAIRE

Section 3.1 Grant of Concession and Use Rights

City hereby grants to Concessionaire the EXCLUSIVE right to operate prepaid financial services from self-service kiosks at the Airport including a revocable (as provided herein) right to use the Assigned Area solely for the purposes of this Agreement. Concessionaire agrees to provide a minimum of one (1) full time employee to act as a location manager. This individual's responsibility shall include but not be limited to equipment maintenance. All costs incurred by Concessionaire in pursuit hereof, including costs arising from maintenance and ownership of all equipment shall rest solely with Concessionaire.

Section 3.2 Installation of Improvements and Equipment

Concessionaire shall install two (2) self-service kiosks in the Assigned Areas within sixty calendar (60) days from the commencement date of the term hereof. City shall approve the area where the equipment is to be installed in advance. At any time during the life hereof, City may by written notice reasonably require Concessionaire to install additional equipment at Airport if public demand so indicates. Upon a minimum of ten (10) days notice to City by Concessionaire, Concessionaire may remove a kiosk that does not issue a minimum of ten (10) credit cards per day average over a thirty (30) day period. Any additional self-service kiosks placed in the Airport will be subject to the terms and conditions of this Agreement. The City may require relocation of any of the self-kiosks upon seven (7) days written notice. Concessionaire shall not install or affix any signs or advertisements in or to any portion of the Airport without the prior written consent of City.

Section 3.3 Concessionaire's Charge

Concessionaire is granted the right to charge customers utilizing Concessionaire's self-service kiosk Five dollars ($5.00) for each transaction during the term of this Agreement. Any adjustments of Concessionaire's charge as provided in this Section 3.3 must be approved in writing by the Director.

Section 3.4 Concessionaire's Alterations and Improvements

Concessionaire shall not install or erect any alterations or improvements in the Assigned Area, unless and until plans and specifications for such alterations or improvements shall have been submitted to and approved in writing by City. Any such alterations or improvements shall be without cost to City. All alterations, improvements, equipment and interior design and decor constructed or installed by Concessionaire, its agents, or contractors, including the plans and specifications, shall conform to all applicable statutes, ordinances, building codes, and rules and regulations.

Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of City before any work or construction is commenced. First-class

standards of design and construction shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the general architectural requirements of City

Two copies of the as-built plans for all improvements or subsequent changes therein or alterations thereof to the Assigned Area shall be given to City for review prior to commencement of construction; after final approval by City, City will return one approved copy for Concessionaire's records and shall retain one approved copy as an official record thereof. These plans, and any subsequent modifications or alterations, shall also be furnished to City on computer discs as electronic files in a format compatible with the CADD system used by City.

Section 3.5 City's Alterations and Improvements to Airport

Concessionaire acknowledges that from time to time City may undertake construction, repair, or other activities related to the operation, maintenance and repair of the Terminal Building, which may temporarily affect Concessionaire's operations hereunder. Concessionaire agrees to accommodate City in such matters, even though Concessionaire's own activities may be inconvenienced, and Concessionaire agrees that no liability shall attach to City, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of City substantially impair the operations of Concessionaire under this Agreement, the Minimum Monthly Guarantee shall be reduced or waived during such period of substantial impairment in reasonable proportion to the degree of impairment, with what constitutes "substantial impairment" being determined at the sole discretion of City after consultation with Concessionaire.

Section 3.6 Title, Removal, and Demolition of Improvements

Any permanent improvements, additions and alterations made to the Assigned Area by Concessionaire shall upon installation become the property of City free and clear of liens or encumbrances; provided, however, that any trade fixtures, associated equipment, signs and other personal property of Concessionaire not permanently affixed to Assigned Area shall remain the property of Concessionaire. Should Concessionaire fail within twenty (20) business days following the termination of this Agreement to remove its trade fixtures, signs and other personal property of Concessionaire not permanently affixed to Assigned Area, then at the option of City, title to same shall vest in City at no cost to City.

Concessionaire shall not remove or demolish, in whole or in part, any improvements upon Assigned Area without the prior written consent of the Director. Concessionaire understands and agrees that consent may be conditioned upon the obligation of Concessionaire to replace the same by an improvement specified in such consent at Concessionaire's sole expense.

ARTICLE 4: MAINTENANCE

Section 4.1 City's Obligations

A. City shall provide structural maintenance and maintenance of water, sewer, electrical, heating, ventilating and air conditioning systems to main Terminal Building.

B. City agrees that it will at all times maintain, operate, and keep in good repair the Terminal Building, and all appurtenances, facilities, and services now or hereafter connected thereto.

Section 4.2 Concessionaire's Obligations

A. Except for structural maintenance of the Terminal Building, as provided in Subsection 4.1, Concessionaire shall be obligated, without cost to City, to maintain the self-service kiosks in good appearance, repair, and safe condition and in compliance with all requirements of the law and the City.

B. Concessionaire shall also maintain all of the Assigned Areas and self-service kiosks in a neat and clean condition, free from all litter, trash, scrap paper and similar debris to maintain said area in an attractive condition. Floor maintenance, sweeping, and waxing shall remain the responsibility of the City.

C. Concessionaire shall observe and comply with any and all requirements of all federal, state or local statutes, ordinances, regulations and standards applicable to Concessionaire or its use of the Airport, including, but not limited to, rules and regulations promulgated from time to time by the City and other authorities having jurisdiction over operations in and about the Airport.

D. Upon execution of this Agreement, Concessionaire shall establish a preventive and routine maintenance program, the provisions of which shall be subject to the approval of and periodic review by the Director. Concessionaire shall from time to time, upon request, provide the Director a written schedule of Concessionaire's cleaning and maintenance program.

E. If City determines that maintenance of the self-service kiosks is not satisfactory, City shall so notify Concessionaire in writing. If appropriate maintenance is not performed by Concessionaire within fifteen (15) days after receipt of written notice, City or its agent shall have the right to perform the maintenance and Concessionaire agrees to reimburse City promptly for the cost thereof, plus ten percent (10%) for administrative overhead.

F. Prior to making any repairs to the Assigned Area other than to its own equipment, Concessionaire shall discuss with the Director to determine whether City elects to make the repairs with its own personnel and charge Concessionaire its standard rates for such service including any overhead charges. All work performed by Concessionaire must be inspected and approved by the Director.

G. All repairs done by Concessionaire or by others on its behalf shall be of professional quality in both materials and workmanship. All repairs shall be made in conformity with the rules and regulations prescribed from time to time by federal, state, county or local authority having jurisdiction over the work in the Assigned Area.

H. Upon discovery, Concessionaire shall immediately give oral notice to City of any hazardous or potentially hazardous conditions in the Terminal Building. Any hazardous or potentially hazardous condition in the self-service kiosks shall be corrected immediately upon receipt of oral notice from the Director. At the direction of Director, Concessionaire shall cease to operate defective self-service kiosk until such hazardous or potentially hazardous condition is removed.

ARTICLE 5:
MINIMUM ANNUAL GUARANTEE, BOOKKEEPING, AND AUDIT

Section 5.1 Compensation

A. In consideration of the rights granted by City to Concessionaire pursuant to this Agreement, Concessionaire shall pay to City Percentage Concession Fee, or the Minimum Monthly Guarantee, whichever is greater payable in accordance with provisions of this Article 5.

B. Each month of the term of this Agreement, Concessionaire shall pay a Percentage Concession Fee, or the Minimum Monthly Guarantee, whichever is greater. Concessionaire shall also submit to City, in a form and with detail satisfactory to City, a statement of Gross Receipts collected during the preceding month from its operations at the Assigned Area upon which the monthly concession fee is computed.

C. The first year Minimum Annual Guarantee shall be the sum of One Thousand, Two Hundred Dollars ($1,200), subject, however, to the following adjustments: Commencing at the end of the first twelve-month period after the commencement of this Agreement (and at the end of each twelve-month period thereafter), the Minimum Annual Guarantee shall be adjusted (i.e. increased only) for the next ensuing twelve-month period to a sum of money representing 85% of the total Concession Fees paid to City under this Agreement for the previous twelve-month period; provided, however, that in no event shall the Minimum Annual Guarantee ever be reduced.

Said Minimum Annual Guarantee shall be payable in twelve equal monthly installments, as a Minimum Monthly Guarantee, in advance and without demand, on the first day of each calendar month throughout the term of this Agreement. For any period less than one calendar month that this Agreement shall be in effect, said Minimum Monthly Guarantee shall be calculated on a prorate basis.

The Percentage Concession Fee to be applied to the Gross Receipts as hereinafter defined shall be Ten percent (10%) of said Gross Receipts less any customer credits or refunds.

The Percentage Concession Fee shall be payable within twenty (20) calendar days after following the month within which due. Concessionaire shall pay to City a sum of money that represents the excess of the difference between the Percentage Concession Fee and the Minimum Monthly Guarantee Fee for the previous month.

Section 5.2 Definition of Gross Receipts

The term "Gross Receipts," as used herein and upon which the Percentage Concession Fee is based/computed/paid, shall mean the total amount of all revenues generated by or accruing to Concessionaire in pursuit of this Agreement, less any customer credits or refunds thereon.

Except as herein above specified, if any charge for any of the products or services provided hereunder is not assessed, charged, or collected, irrespective of the reason therefore, the proper amount of such charge shall, nevertheless, be included in the term "Gross Receipts" as the same is used in this section. Further, no deduction shall be made from Gross Receipts by reason of any credit loss, charge, or deduction that may be incurred by reason of the acceptance or use of credit cards or other credit or charge arrangements.

Section 5.3 Late Payment Charge

Should any installment of Concession Fees or other sums accruing to City under the provisions of this Agreement, not be paid as and when due, there shall be due a late payment charge equal to the lesser of the maximum rate allowable by law or one and one-half percent (1.5%) per month on the total amount overdue for each month thereafter until such delinquent installment or other payment amount(s) shall be received by City. It is expressly stipulated that the amount of the above said late payment charge may, at any time and from time to time during the life of this Agreement, be changed by action of the City Council of City when, in said Council's opinion, economic conditions and/or other relevant facts and/or circumstances may reasonable warrant such action. Nothing herein contained shall be deemed, in any way whatsoever, to relieve Concessionaire from payment of fees, and/or other sums at the time and in the manner herein provided.

Section 5.4 Maintenance of Books and Records

Concessionaire shall prepare and keep for a period of not less than three (3) years following the end of each year during the life hereof, full, complete and proper books, records and accounts of transactions occurring in connection with Concessionaire's operation at Airport and shall make these documents available for inspections and audits by City or its designated representatives during such times provided that any such inspection and audit shall be made by City during

Concessionaire's regular business hours. Concessionaire shall keep and maintain complete and adequate books and records of all its gross sales and shall file and maintain all invoices and records in such a manner that provides easy and accurate accountability by City of all gross sales generated by Concessionaire pursuant to this Agreement and in accordance with generally accepted accounting principles.

Section 5.5 Written Reports

Concessionaire shall submit to City, on or before the twentieth (20^{th}) day of each month during the life of this Agreement (and the twentieth (20^{th}) day of the month following the expiration or termination of the life of this Agreement), a written statement signed by Concessionaire and certified to be true and correct, showing in reasonable detail the amount Concessionaire's Gross Receipts during the preceding month.

Section 5.6 Annual Report

Concessionaire shall submit to City, within ninety (90) days following the end of each twelve (12) month period during the life of this Agreement and the ninetieth (90^{th}) day following the expiration or termination of the life of this Agreement, an annual report of Concessionaire's Gross Receipts for the year then ended or portion of year completed prior to earlier termination (including a breakdown of monthly gross sales), certified by Concessionaire's chief financial officer to be a true and accurate reporting of all Gross Receipts. Within thirty (30) calendar days Concessionaire shall pay any deficiency or shall receive a refund of any excess in Percentage Concession Fee payments made by Concessionaire which are determined to be due to or from City as a result of said report.

Section 5.7 Cash and Record Handling Requirements

Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized uses, those transactions are executed in accordance with management's authority and that the financial records are reliable. The internal control structure shall be supported by the selection, training and development of qualified personnel by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

Section 5.8 Property and Regulatory Taxes, Assessments and Fees

Concessionaire shall pay promptly when due all taxes, assessments, license and permit fees, and any penalties thereon, imposed upon Concessionaire or City by any governmental agency having the direct or indirect power to tax, assess or impose such and arising out of, resulting from or relating to Concessionaire's operations at Airport including, without limitation, the payment of all taxes and assessments on the improvements, alterations, machines, equipment, furniture and other personal property of Concessionaire installed by Concessionaire at Airport, whether assessed to Concessionaire or assessed to City with the real property. At all-time hereunder

Concessionaire shall keep the Assigned Area from all liens, encumbrances and security interest.

Concessionaire acknowledges and agrees that any interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of any real property (land and/or improvements located therein or thereon) which is owned by the City of Fresno is a taxable possessory interest, unless the possessor of interest in such property is exempt from taxation. With regard to any possessory interest to be acquired by Concessionaire, Concessionaire, by its signature(s) hereunto affixed, warrants, stipulates, confirms, acknowledges and agrees that, prior to its executing this Agreement, Concessionaire either took a copy hereof to the office of the Fresno County Tax Assessor or by some other appropriate means, independent of City or any employee, agent or representative of City determined, to Concessionaire's full and complete satisfaction, how much Concessionaire shall be taxed, if at all.

Section 5.9 Place of Payment

All fees shall be paid to City at the address shown below or at such place or places at which City may be in writing direct the payment thereof from time to time during the life hereof.

City of Fresno, Airports Division
Accounting Department
4995 E. Clinton Way
Fresno, CA 93727

ARTICLE 6:
STANDARDS OF SERVICE

Section 6.1 Purpose

Concessionaire shall use the Assigned Area only for the purpose of operating self-service kiosks as more completely described in **Exhibit "B"** attached to this Agreement and incorporated herein.

Section 6.2 Standards of Operation

In its use of the Assigned Area, Concessionaire shall maintain the highest degree and standards of service to meet the needs of the traveling public and will ensure courteous, polite and inoffensive conduct and demeanor on the part of all employees. Concessionaire shall at all times during the life of this Agreement strictly comply with the following conditions and requirements;

6.2.1 Conduct and Appearance of Employees. Concessionaire shall control the conduct, demeanor and appearance of each of its employees at Airport, and, upon objection from City concerning the conduct, demeanor or appearance of any employee, Concessionaire shall forthwith take all steps necessary to correct or to remove the cause of the objection.

6.2.2 Clothing of Employees. Concessionaire shall require all employees to wear clean and neat clothing.

6.2.3 Interference With Utilities or Emergency Procedures. Concessionaire shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof, nor do or permit to be done anything which may interfere with free access and passage or hinder police, fire fighting or other emergency personnel in the discharge of their duties at Airport or the public areas or the streets and sidewalks adjacent thereto.

6.2.4 Interference With Exits. Concessionaire shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of fire exits, or other exits, adjacent to the leased premises or elsewhere at Airport, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto.

6.2.5 Equipment Maintenance. Concessionaire shall maintain any and all Concessionaire's equipment, in a neat, clean, orderly and operable condition at all times during the life of this Agreement.

6.2.6 Pricing. Subject to Section 3.3, at all times during the life of this Agreement, Concessionaire shall charge fair and reasonable prices to the traveling public for services provided pursuant to this Agreement.

Section 6.3 Compatible Use

Concessionaire hereby acknowledges that the principal use of Airport consists of the operation of a public airport and that all other operations and businesses which are now or hereafter permitted by City, including Concessionaire's use of the Assigned Area for the activities authorized hereunder, must be at all times compatible with such principal use, as City shall determine, in its sole discretion.

ARTICLE 7:
INDEMNIFICATION, EXEMPTION OF CITY AND INSURANCE

Section 7.1 Indemnification

To the furthest extent allowed by law, Concessionaire shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Concessionaire or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Concessionaire's obligations

under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Concessionaire should subcontract all or any portion of the work to be performed under this Agreement, Concessionaire shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

Section 7.2 Exemption Of City

City shall not be liable for, and is hereby released from, any and all liability to Concessionaire, Concessionaire's insurance carrier(s), or to any person claiming under or through Concessionaire, for any loss or damage to Concessionaire's business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property located in, upon, or about Airport under authority hereof, whether belonging to Concessionaire, or any employee, agent, contractor, subcontractor of Concessionaire, or any other person whomsoever; nor shall City be liable for any injury to the person of Concessionaire or Concessionaire's employees, agents, contractors, subcontractors, customers, or invitees, whether or not such loss, damage, or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the leakage, breakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether or not such loss, damage or injury results from conditions arising in or on any part or all of the Premises utilized by Concessionaire, or in or on any of the improvements and facilities appurtenant thereto, or from other sources or places, and regardless of whether or not the cause of such damage or injury or the means of repairing the same is inaccessible to Concessionaire. Further, Concessionaire shall be solely responsible for the safety and security of each and every area within the Premises utilized by Concessionaire and the safety and security of all equipment, supplies, and commodities used or sold by Concessionaire (City shall have no liability or responsibility whatsoever in this regard and Concessionaire shall make no claim against City with respect to such matters). Concessionaire also covenants and agrees that City shall not be liable for any damages arising from any act or neglect on the part of any third parties.

Section 7.3 Insurance

Throughout the life of this Agreement, Concessionaire shall pay for and maintain in full force and effect with an insurance company(ies) 1) either admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or 2) approved by City's Risk Manager, the following policies of insurance:

A. Commercial General Liability insurance which shall include contractual, products and completed operations coverages, with combined single limit bodily injury and property damage liability insurance with limits of not less

than $1,000,000 each occurrence. Policy(ies) shall be endorsed to include Owners, Landlords, and Tenants Fire Legal Liability and Advertising Injury coverages.

B. Workers' Compensation insurance as required under the California Labor Code, with a ten (10) day written Notice of Cancellation and a waiver of subrogation clause in favor of City.

C. Property insurance against all risks for the full insurable replacement value of any and all of Concessionaire's fixtures, equipment, furnishings, and decor, or other property located in or on Airport premises with a deductible no greater than five percent (5%) of the replacement value.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty-day (30-day) written notice in favor of City, in the event of cancellation of policy, or change, or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten-day (10-day) written notice of such cancellation, change, or reduction in coverage.

The Liability insurance policies shall be written on an occurrence form and shall name the City of Fresno, its officers, officials, agents, employees, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Concessionaire's insurance shall be primary and no contribution shall be required of City. The Property and Workers' Compensation policies shall be endorsed with a waiver of subrogation in favor of City.

Concessionaire shall furnish City with Certificates of Insurance for all required insurance prior to City's execution of this Agreement and shall maintain current with City valid Certificates of Insurance which evidence the fact that insurance coverages and limits equal to or greater than those herein required are maintained in full force and effect throughout the life of this Agreement.

Address for submission of Certificates of Insurance:

City of Fresno–Airports
4995 E. Clinton Way
Fresno, CA 93727-1525

Any failure to maintain the required insurance, or to provide City with the required Certificates of Insurance, shall constitute a material default and breach of this Agreement by Concessionaire.

The fact that insurance is obtained by Concessionaire shall not be deemed to release or diminish the liability of Concessionaire, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Concessionaire. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability

nor limit the liability of Concessionaire, its principals, officers, agents, employees, persons under the supervision of Concessionaire, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

The insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

If Concessionaire fails to obtain, pay for and maintain insurance as required under this Section, then City may, at its option, respond to any and all claims, demands for damages or suits arising out of Concessionaire's uses of Airport premises and/or Concessionaire's operations/activities under authority of this Agreement, without waiving any of City's rights hereunder.

Concessionaire shall provide such additional insurance as may from time to time be reasonably prescribed by City.

ARTICLE 8:
ASSIGNMENT

Section 8.1 City's Consent

Concessionaire shall not voluntarily or by operation of law, assign or transfer all or any part of Concessionaire's rights under this Agreement, without prior written consent of City, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or transfer without such consent shall be wholly void. Without limiting the foregoing, for the purposes of this Section, if Concessionaire is a corporation, any transfer or other event which results in the reduction of the interest of the present stockholders of record to less than a majority of the voting stock of Concessionaire, or if Concessionaire is a partnership, any transfer of partnership interest (s) or other event which results in the reduction of the interest (s) of the present partners to less than a majority of interest in the partnership, shall be deemed an assignment for which City's consent is required.

Section 8.2 No Release of Concessionaire

No approved assignment or transfer by Concessionaire of its rights under this Agreement shall release Concessionaire or relieve Concessionaire of its obligations to pay the Concession Fees or any other consideration which Concessionaire is obligated to pay pursuant to this Agreement or to perform any of its other obligations hereunder except as agreed by the City in writing. The acceptance by City of any payment from or performance by any other person shall not be deemed to be a waiver by City of any provision of this Agreement, or consent to any assignment.

Section 8.3 Liability of Assignees

Each approved assignee or transferee of Concessionaire's rights under this Agreement shall assume and be deemed to have assumed Concessionaire's obligations hereunder and shall be and remain liable jointly and severally with Concessionaire throughout the life of this Agreement for (a) the payment of the Concession Fee and all other consideration with Concessionaires is obligated to pay hereunder and (b) the full and timely performance of all of the obligations required to be performed by Concessionaire hereunder.

Section 8.4 Sub-Uses of Assigned Area

Concessionaire shall not allow subuses of any portion of and/or all of the Assigned Area, such is expressly prohibited.

ARTICLE 9:
LICENCES AND AGREEMENTS

Concessionaire shall, at Concessionaire's cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction including, but not limited to, the FAA, which may be necessary for the lawful conduct of the activities authorized hereunder.

ARTICLE 10:
SUBORDINATE TO RIGHTS OF AND AGREEMENTS WITH UNITED STATES

This Agreement shall be subordinate to the provisions and requirements of the existing or future agreement between City and the United States relative to the development, operation or maintenance of Airport. This Agreement and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation or regulation of Airport, or the exclusive or non-exclusive use of Airport, by the United States during the time of war or national emergency.

ARTICLE 11:
FEDERAL AVIATION AGENCY RESTRICTIONS

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958. Concessionaire shall use reasonable precautions to prevent unauthorized persons from gaining access through the Assigned Area to restricted flight and aircraft operational areas. Concessionaire shall comply with Part 107 of the Federal Aviation Regulations and successor provisions set out at 49 C.F.R. Ch. XII, Subchapter A, Section 1542.1 et seq., as they exist as of the commencement date of the term hereof or may exist at any time during the life hereof, as they relate to Concessionaire's operations at Airport.

ARTICLE 12:
DEFAULTS AND REMEDIES

Section 12.1 Defaults By Concessionaire

Any of the following shall constitute an event of default under this Agreement:

A. The filing of any petition, proceeding or action by, for or against Concessionaire under any insolvency, bankruptcy or reorganization act or law, where such filing continues undismissed for a period of thirty (30) days;

B. An assignment by Concessionaire for the benefit of creditor, or the appointment of a receiver, guardian, conservator, trustee, assignee or any similar person to take charge of all or any part of Concessionaire's property, when such assignment or appointment is not vacated within thirty (30) days;

C. Failure to pay any monthly installment of the Concession Fee payments pursuant to this Agreement, when due and payable, when such failure to pay continues for a ten (10) day after written notice thereof;

D. Failure to remedy any default in the performance of any other obligations required to be performed by Concessionaire pursuant to this Agreement, within a period of thirty (30) days after written notice of such default (or, in the event the default is of such a nature as to reasonably require more than thirty (30) days to cure, if Concessionaire shall fail to commence said cure within said time and thereafter diligently prosecute the same to completion).

Section 12.2 City's Remedies

A. Termination of Agreement. Upon the occurrence of any event of default, City, at its option and election, and without further demand or notice, shall have the right to declare this Agreement ended and terminated by providing written notice thereof to Concessionaire at any time after the expiration of any notice and cure periods provided hereunder. No delay in providing such notice of termination shall be deemed a waiver of City's right to terminate this Agreement.

B. Possession of Concessionaire's Property. In the event of default all equipment, property of Concessionaire, shall remain at the Assigned Area, and City shall have the right, but not the obligation, to take exclusive possession of same and to use same, without cost to the City, until all defaults are cured or to require Concessionaire to remove same.

C. Performance of Covenants by City. In the event Concessionaire defaults hereunder City may, but shall not be obligated to, immediately or at any time thereafter, without further notice or demand and without waiver or releasing Concessionaire from any obligation of a concessionaire, make such payment or perform such other act for the account of

Concessionaire, to the extent City may deem desirable. In connection therewith, City may pay expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Agreement. All sums so paid by City and all expenses incurred in connection therewith shall be deemed additional consideration hereunder and shall be paid by Concessionaire to City upon demand. In the event such additional amounts remain unpaid, City shall have the same rights and remedies as for the nonpayment of any Concession Fee payment or other consideration required to be paid by Concessionaire pursuant to this Agreement.

D. Cumulative Remedies. The various rights, option, elections, powers, and remedies reserved to City herein shall be cumulative, and, except as otherwise provided by statute, City may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the others or of any right or priority allowed by law or in equity. No delay or omission of City to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any default by Concessionaire. In addition to the foregoing, City may exercise any other remedy now or hereafter available under the laws of the State of California.

E. Subsequent Obligations. City shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of Concessionaire which accrues after the date of any default by Concessionaire.

Section 12.3 Default of City

City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Concessionaire to City specifying wherein City has failed to perform such obligation; provided, however, in the event that the nature of City's obligation is such that more than thirty (30) days are required for its performance, City shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter shall diligently prosecute the same to completion.

Section 12.4 Concessionaire's Remedies

A. Termination of Agreement. Upon the occurrence of any event of default, Concessionaire, at its option and election, and without further demand or notice, shall have the right to declare this Agreement ended and terminated by providing written notice thereof to City at any time after the expiration of any notice and cure periods provided hereunder. No delay in providing such notice of termination shall be deemed a waiver of Concessionaire's right to terminate this Agreement.

B. Cumulative Remedies. The various rights, option, elections, powers, and remedies reserved to Concessionaire herein shall be cumulative, and, except as otherwise provided by statute, City may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the others or of any right or priority allowed by law or in equity. No delay or omission of Concessionaire to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any default by Concessionaire. In addition to the foregoing, Concessionaire may exercise any other remedy now or hereafter available under the laws of the State of California.

C. Subsequent Obligations. Concessionaire shall be under no obligation to observe or perform any covenant of this Agreement on its part to be observed or performed for the benefit of City which accrues after the date of any default by City.

ARTICLE 13:
REMOVAL OF CONCESSIONAIRE'S PROPERTY AT END OF TERM

Subject to the provisions of Section 3.6, upon the expiration or other termination of this Agreement, Concessionaire shall remove all of its equipment and other personal property from the Assigned Area and shall promptly repair any damages to the Assigned Area caused by such removal. Concessionaire's obligation to perform this covenant shall survive the expiration or other termination of this Agreement.

ARTICLE 14:
TRANSFER OF CITY'S INTEREST

In the event of any transfer of City's interest in Airport, the transferor shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

ARTICLE 15:
MISCELLANEOUS

Section 15.1 FAA Grant Agreement Assurances

Those certain sixteen (16) numbered provisions set forth within Section "B", "Assurances" of **Exhibit "C"**, "Assurances Required by the Federal Aviation Administration", attached hereto and made a part hereof, are specific provisions required by the FAA to be appropriately included within all agreements (including, without limitations, leases, licenses, permits, and contracts) between City and any and all persons and/or entities who use or perform work or conduct activities on City-owned airport premises for aeronautical or non-aeronautical purposes. Concessionaire, by its signature (s) hereunto affixed, acknowledges that is has reviewed the aforesaid Exhibit, in its entirety, and fully understands the meaning, purpose, and intent thereof. Concessionaire expressly agrees that, throughout the life hereof, it shall fully and faithfully comply with, abide by and/or adhere to, as applicable and appropriate, each

and every one of the numbered provisions contained within Section "B", "Assurance", of said Exhibit (as said numbered provisions are reflected therein or as same may be amended, from time to time, during the life hereof, by City, as and when the FAA's requirements thereon imposed may so dictate), which, pursuant to the guidelines established within paragraphs 2 through 4 of Section "A" of said Exhibit, shall either be applicable to Concessionaire on the start date of the term hereof or which, as a result of changing facts and/or circumstances, shall subsequently become applicable to Concessionaire, hereunder, during the life hereof.

Section 15.2 Incorporation of Prior Agreement, Amendments

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Section 15.3 No Representations by City

Concessionaire acknowledges that neither City nor any employee of City has made any representations or promises with respect to the Concession and Assigned Area or the other areas of Airport, except as herein expressly set forth. Concessionaire acknowledges that it has not executed this Agreement in reliance upon any representations or promises of City or any employee of City with respect thereto, and that Concessionaire has made its own independent examination thereof.

Section 15.4 Examination of Agreement

Submission of this Agreement for examination or signature by Concessionaire does not constitute a reservation of or option for a concession agreement and this Agreement is not effective as an agreement or otherwise until execution and delivery by both City and Concessionaire.

Section 15.5 Relationship Between Parties

Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of City and independent contractor.

Section 15.6 Waivers

The waiver by either party of any provision of this Agreement shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of any other provision hereof or of any subsequent breach of the same of any other provision. City's consent to any act by Concessionaire requiring City's consent shall not be deemed to render unnecessary the obtaining of City's consent to any subsequent act by Concessionaire, whether or not similar to the act so consented. The subsequent acceptance by City of any Concession Fee payment or other consideration required to

be paid by Concessionaire under this Agreement shall not be deemed to be a waiver of any preceding breach by Concessionaire of any provision of this Agreement, other than the failure of Concessionaire to pay the particular fee so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such payment.

Section 15.7 Successors and Assigns

The provisions contained in this Agreement shall bind and inure to the benefit of City and Concessionaire and, except as otherwise provided in this Agreement, their respective successors and assigns.

Section 15.8 Rules and Regulations

Concessionaire shall comply with all uniform rules and regulations established by City for use of the Assigned Area or the other areas of the Airport as the same may be amended from time to time by City. City shall not be responsible to Concessionaire for the nonperformance by any tenant, permittee, invitee or other concessionaire of City of any of said rules and regulations.

Section 15.9 Notices

All notices required to be served by City and Concessionaire; one upon the other, under the terms of this Agreement shall be in writing.

A. Concessionaire's Address for Notices. All notices or demands of any kind of which City shall have cause to serve upon Concessionaire under the terms of this Agreement shall be served upon Concessionaire by mailing a copy thereof by certified or registered mail, return receipt requested, to Concessionaire at the address shown below or to such other address as Concessionaire may, from time to time, specify to City in writing.

Ready Credit Corporation
10430 Viking Drive, Suite 125
Eden Prairie, MN 55344

B. City's Address for Notices. All notices or demands of any kind which Concessionaire shall have cause to serve upon City under the terms of this Agreement shall be served upon City by mailing a copy thereof by certified or registered mail, return receipt requested, to City at the address shown below or to such other address as City may, from time to time, specify to Concessionaire in writing.

City of Fresno – Airports Department
Attn: "Properties Manager"
4995 E. Clinton Way
Fresno, CA 93727

C. Time and Date of Service. In the event of any service of notice or demand by mail, as aforesaid, such notice or demand shall be deemed to have been sufficiently served as of 12:00:01 A.M., on the fourth (4^{th}) calendar day following the date of deposit in the United States mail of such certified or registered mail properly addressed and postage prepaid.

Section 15.10 Headings

The Section headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision hereof.

Section 15.11 Governing Law

This Agreement shall be construed, interpreted and applied pursuant to the laws of the State of California, and exclusive venue in any and all actions arising under this Agreement shall be laid in the Judicial District of Fresno County, California.

Section 15.12 Time of Essence

Time is of the essence of this Agreement.

Section 15.13 Attorney's Fees and Costs

In the event of any action or proceeding to construe or enforce any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs, and reasonable attorneys' fees.

Section 15.14 Holding Over

In the event Concessionaire shall remain in possession of the Assigned Area or any part thereof following the end of the life of this Agreement, and thus hold over the term hereof with or without the express written consent of City, such holding-over occupancy shall be a tenancy from month to month only, terminable by either party hereto upon service of a minimum of thirty (30) days advance written notice upon the other party. During any holding-over-month-to-month tenancy period, Concessionaire shall pay to City all fees required by this Agreement at the rates in effect as of the date immediately preceding the date on which such month-to-month tenancy commences. Unless herein elsewhere provided, any holding over by Concessionaire shall be subject to all the terms and conditions of this Agreement.

Section 15.15 Redelivery

Upon the expiration of the term of this Agreement, or upon earlier termination as provided in this Agreement, Concessionaire shall have no further interest in the Assigned Area or the rights granted herein, and Concessionaire shall deliver up the Assigned Area to City in as good order and condition as when received, except for reasonable wear and tear.

Section 15.16 Disadvantaged Business Enterprise Plan (DBE)

City's DBE Plan: City has developed and maintains a "Disadvantaged Business Enterprise Concession Plan" for Airport in accordance with U.S. Department of Transportation regulations 49 CFR Part 23, Subpart F, and Part 26, which plan establishes policies and procedures designed to promote City's interest in establishing Airport concession opportunities for Disadvantaged Business Enterprises and sets lawful, realistic, and reasonable goals therefore.

Non-Discrimination by Concessionaire

(1) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F, and Part 26. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or gender in connection with the award or performance of any agreement covered by 49 CFR Part 23, Subpart F, and Part 26.

(2) Concessionaire agrees to include the above statements in any agreement between Concessionaire and its subcontractors which is in any way related to, subsequent to, or derived from this Agreement; and to cause the other parties to such agreement to similarly include the statements in further agreements.

Definitions: The definitions set forth in 49 United States Code Section 2204(d) and in 49 Code of Federal Regulations, Subtitle A, Part 23 and Part 26, as such Code and Regulations existed on the commencement date hereof or as they may be amended from time to time during the life hereof, are incorporated herein by reference.

Section 15.17 Signs and Displays

Concessionaire may place such signs and displays within the Assigned Area as are deemed appropriate to the business, providing that all such signs and displays shall be in good taste and be compatible with the decor of the Terminal Building, and further provided that all such sign or display installations shall be approved in advance by Director. In the event of any complaint about any sign or display, Director shall have the authority to decide whether such sign or display is acceptable, and to require that such sign or display be removed, and Concessionaire agrees that Director's decision shall be binding, subject to any available appeal pursuant to the provisions of Chapter 1, Article 4, of the Fresno Municipal Code, or any other available recourse. Concessionaire agrees to abide by Director's decision pending any such appeal.

Section 15.18 Interpretation of Provisions

Nothing herein contained shall be construed or interpreted, in any manner whatsoever, as limiting, relinquishing or waiving any of the rights of ownership enjoyed by City in and to Airport property, or in any manner waiving or limiting City's control over the operation, maintenance, etc., of Airport property or in derogation of such governmental rights as City possesses, except as is specifically set forth herein.

Section 15.19 Invalid Provisions

In the event any term, covenant, condition or provision of this Agreement, or the application thereof to any person, entity, or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such covenant, condition or provision does not materially prejudice either party in its respective rights and obligations contained in the then remaining valid covenants, conditions or provisions of this Agreement.

Section 15.20 Precedence of Documents

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

Section 15.22 Counterparts

This Agreement may be executed in any number of counterparts and any party may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will be deemed to be but one and the same instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized officer, and Concessionaire has caused the same to be executed by its duly authorized person(s) / officer(s) as of the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Kevin R. Meikle
Director of Aviation

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 11/21/17
Brandon M. Collet Date
Deputy City Attorney

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

READY CREDIT CORPORATION,
A Nevada corporation

By: _____

Name: Tim Walsh

Title: President & CEO
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____

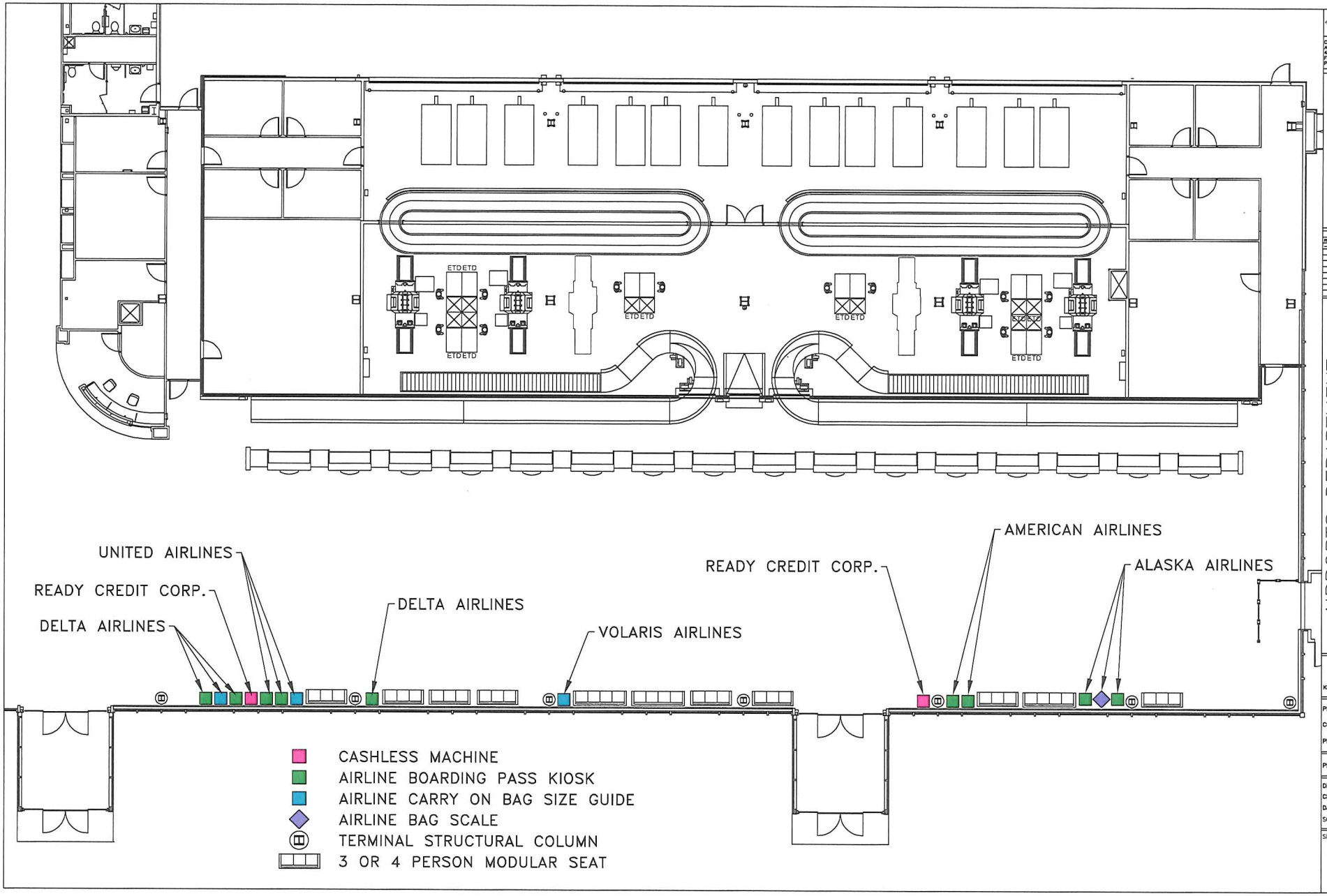
Name: Brian Hoobler

Title: EVP & CFO
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Attachments:

Exhibit A - Plat and description of Unit Locations.
Exhibit B - Description of Self Service Kiosks Management System
Exhibit C - FAA Grant Assurances
Exhibit D - Conflict of Interest
Exhibit E - Gross Receipts Report

EXHIBIT "A"



FRESNO YOSEMITE INTERNATIONAL AIRPORT

CITY OF FRESNO
AIRPORTS DEPARTMENT
4995 EAST CLINTON WAY
FRESNO, CALIFORNIA 93727
PHONE: 559-621-4500

CONSULTANT INFORMATION

REVISIONS/REFERENCE

REV NO.	DATE	DESCRIPTION

AIRPORTS DEPARTMENT

FRESNO YOSEMITE INTERNATIONAL AIRPORT
AIRLINE TICKETING KIOSKS
EXHIBIT A

DIRECTOR OF AVIATION
KEVIN R. MEIKLE, ARCHITECT

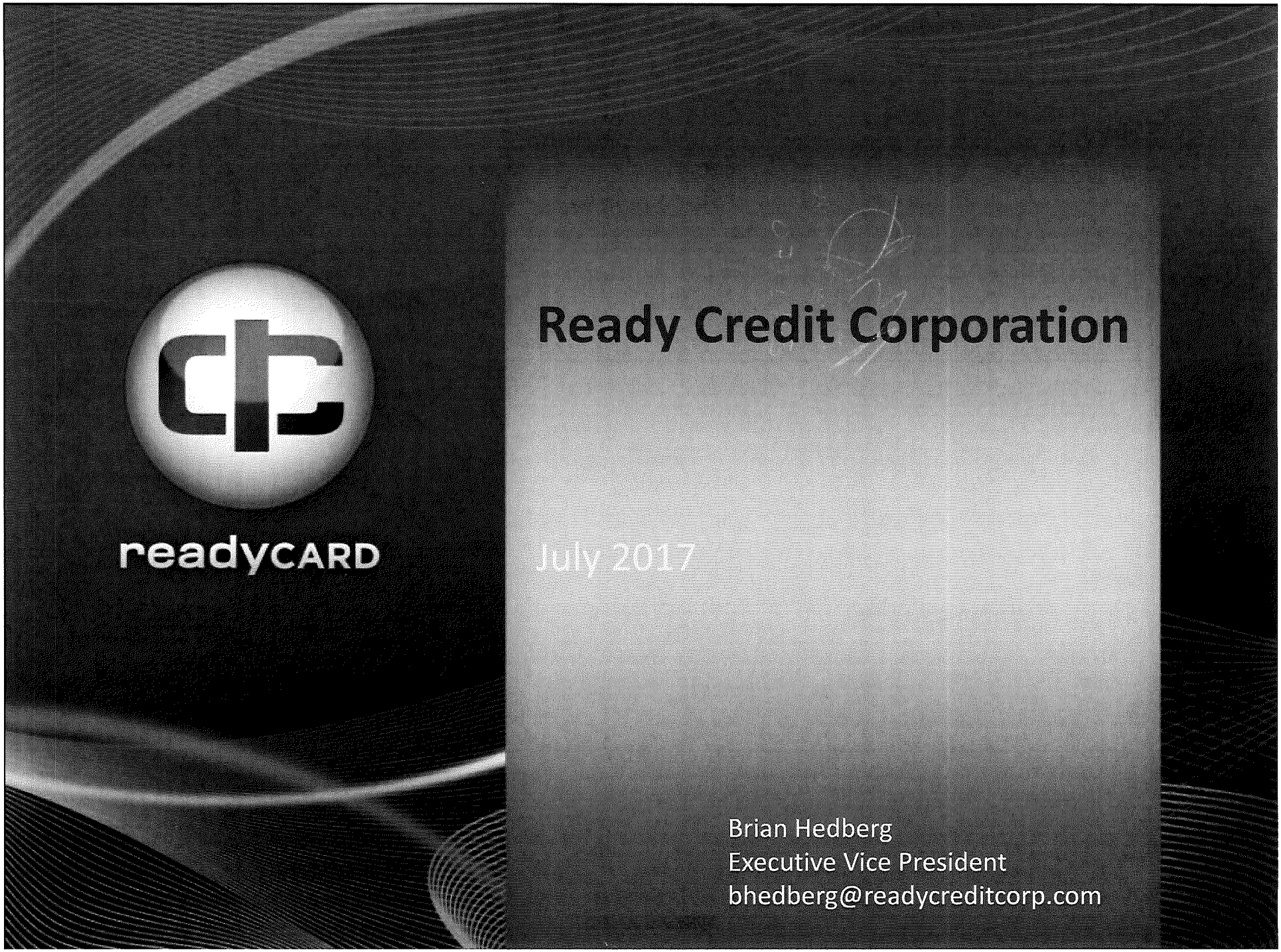
PROJECT MGR. RLM
CONST. MGR. JVL
PLANNING MGR. MWD

PROJECT I.D. AC-----

DRAWN BY: JSG
CHECKED BY: ---
DATE: 10/13/2017
SCALE: X = XX

SHEET NO. 1
OF 1 SHEETS

EXHIBIT "B"



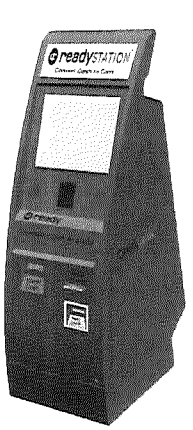
Ready Credit Corporation

July 2017

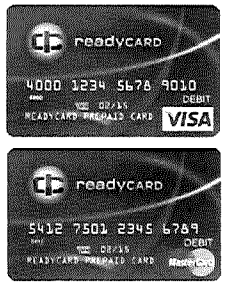
Brian Hedberg
Executive Vice President
bhedberg@readycreditcorp.com

Ready Credit Corporation (RCC)

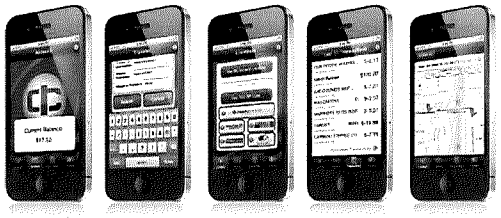
- Ready Credit Corporation (RCC) was the first company to offer a prepaid financial services from a self service kiosk - 2006.
- Since 2007, RCC has supported open payment transit solutions.
- First to support airport cashless operations. Deployed airline programs with several airlines and airports including but not limited to United Airlines, American, Frontier, JetBlue, Spirit, Hawaiian, Volaris, British Airways.
- Exclusive public transit contracts with: South Eastern Pennsylvania Transportation Authority (Philadelphia) and TriMet (Portland, OR).
- Developed and patented (U.S. 7,766,225 B2) a self-service kiosk (the "ReadySTATION") to issue and reload instant, and anonymous prepaid cards.
- Developed the prepaid industry's first prepaid mobile application (iPhone 2009).



ReadySTATION ™



ReadyCARD Travel Cards



First Prepaid App for iPhone

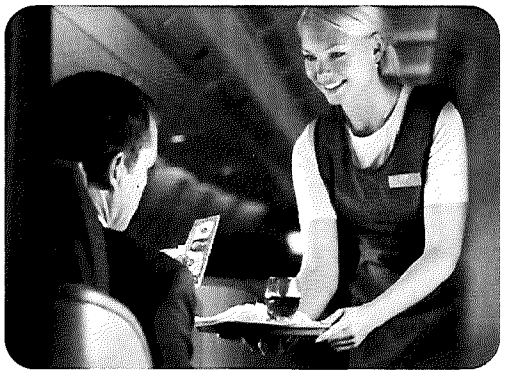
WINNER
Most Innovative Product or Service

2010 paybefore awards
Most Innovative Program

2012 paybefore awards
WINNER
Best Government-Funded Prepaid Program

Airline & Traveler Challenges Of Accepting & Using Cash

Approximately 2.5% of travelers are dependent on cash to pay for baggage fees, airline upgrades, tickets and other items/services.



- Cash-based transactions are costly:
  - Armored carrier services
  - Handling
  - Fraud & loss
  - Slower passenger processing
  - Higher labor costs
- Operational Issues
  - Slower check-in
  - Less efficient check-in impacts number of flights airlines can process/operate
  - Crowded check-in areas due to slow transaction times

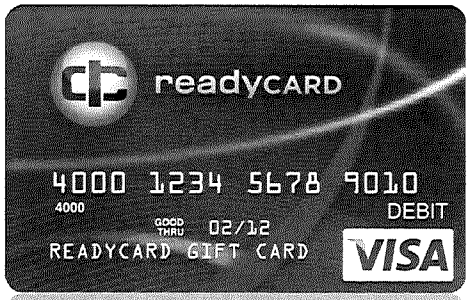
Ready Credit Corporation - Proprietary and Confidential

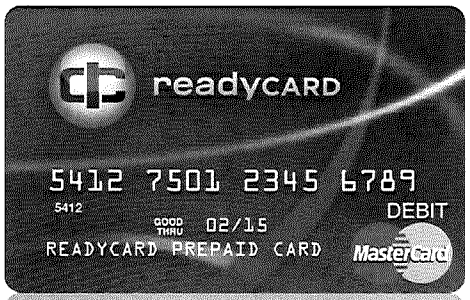
RCC Cashless Solutions

Provide self-service kiosks that instantly convert cash to a Visa or MasterCard prepaid Card

- Speed up passenger-processing
- Significantly reduces staffing requirements
  - Eliminate cash-handling costs and losses due to fraud
- Allow for more efficient transactions at airport restaurants, shops and duty-free.
- Improve traveler convenience and security – globally accepted
- Loss protection – customer must have receipt or card number in order to obtain loss protection.
- Decrease number of armored carrier visits to airport – consolidation of armored services through RCC.
- Provides new concession revenue for airports

ReadyCARD Cashless Solution Card Attributes





- Ready Credit Patented Card Issuance of anonymous, instant issue travel card
- Card is activated with funds immediately available upon issuance
- Card issuance fee of $5.00 US Domestic/$8.00 US Territories and International Locations
- No transaction fees, no monthly fees – customer retains 100% of all funds
- Card load limit $5 - $1,000
- Funds are protected if card is lost or stolen – with receipt
- Globally accepted

Cashless Airline Results

RCC manages over 170 self service kiosks in nearly 60 airports

Over one million cards have been issued to air travelers to pay fees

Customer and Crew Member Acceptance

Customer

- No Complaints Filed
- Reduced customer processing time (1.5 min/pax total time)
- Provides inclusion of inflight amenities for the cash dependent consumer
- Valued Financial Tool – Security/Loss & Fraud Protection/International Use
- Accepted anywhere with no loss of funds
- Ability to use Skycaps to speed processing of baggage
- Budget spending tool

Crew

- Reduces back office accounting/loss of cash
- Eliminates fraud
- Turnkey – no labor requirements
- Skycaps are able to process more customers (in most cases, Skycaps cannot accept cash for fee payments)

ReadySTATION Availability and Support

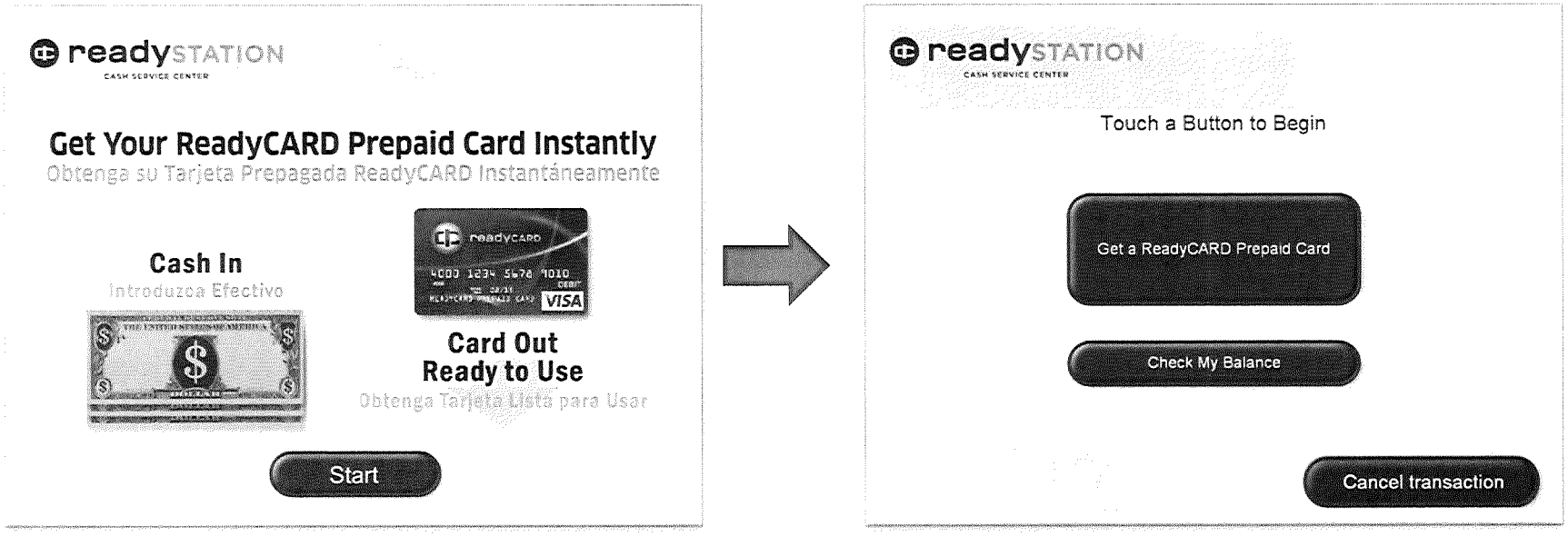
- All systems are monitored 24/7/365
  - If system failure is identified, RCC dispatches NCR maintenance services for repair or parts replacement
  - Average down time of less than 4 hours
  - 99.86% device up-time
- RCC has real time visibility to kiosk transactions and can support customers with any issues or questions.
- RCC provides dedicated, live agent support for airport personnel and airline customers

Cashless Customer Experience

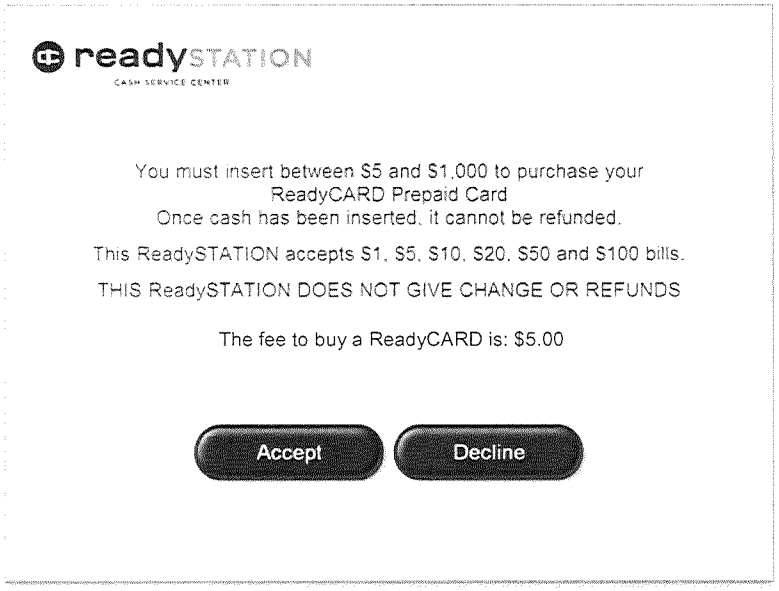
Immediate Funds Availability

Customers can immediately use their card to pay for baggage fees, seat changes or upgrades at check-in. For airport and inflight food, beverages and entertainment and any other transaction anywhere in the world where Visa or MasterCard accepted.

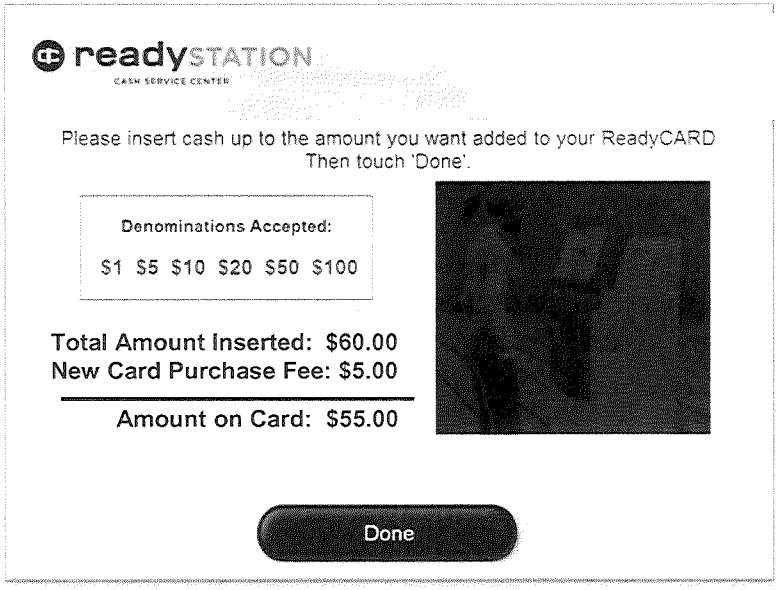
ReadySTATION User Experience



ReadySTATION User Experience

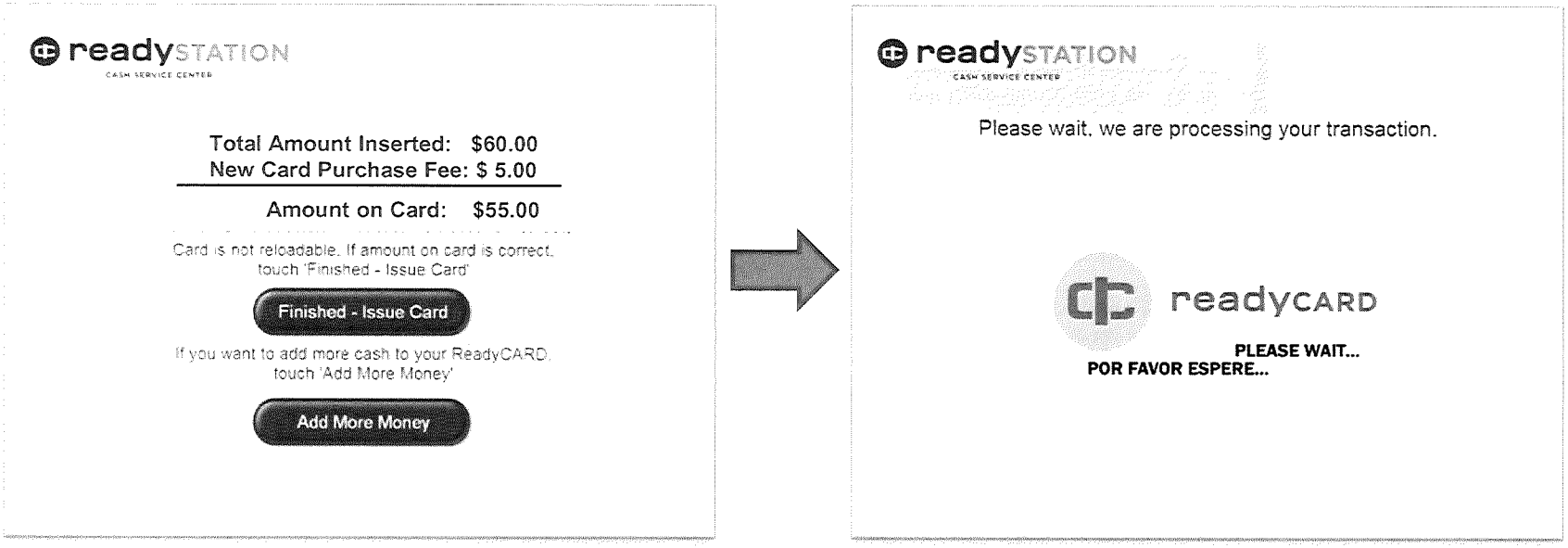


RCC recommends that the total fee range between $0.00 to $5.00



Concession fees are paid as a % of the card purchase fee

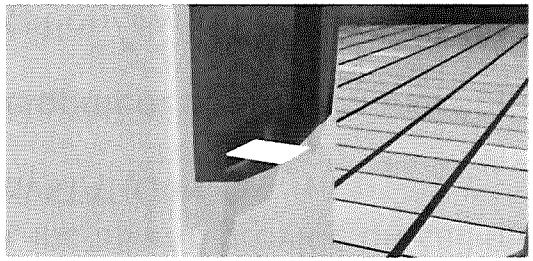
ReadySTATION User Experience



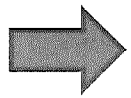
ReadySTATION User Experience

readySTATION
CASH SERVICE CENTER

Please take your READYCard and Receipt



Thank you for using the ReadySTATION!



readySTATION
CASH SERVICE CENTER

Please take your receipt.

Thank you for using the ReadySTATION!

Average transaction time for card issuance:
Repeat customer: 32 seconds
First time customer: 59 seconds

Cashless Operations Program – Ready Credit Responsibilities

- Overall program management
- Ship, install and provide on-call maintenance of ReadySTATIONs™
- Development of instructional and promotional materials
- Education/awareness training for managers and employees
- Provide all:
  - Data collection and reporting
  - Card stock
  - Hardware, software and armored car support for cash pickups
- Regulatory monitoring and compliance
- Hardware, software monitoring/maintenance
- Toll free, live agent customer support for cardholders
- Toll free dedicated live agent support for Airport and Airline staff

Cashless Operations Program – Airport Responsibilities

- Physical space for kiosk placement. Must be indoors in attended environments.
- Provide continuous (24/7), uninterrupted electrical power (110v)
- Provide entrance and egress from the airport environment to support maintenance of the ReadySTATION and armored car collections.
- Provide staffing support and liaison for the initial introduction to airlines operating from the area of the kiosk placement.

Program Commercial Structure

Customer Funded Program:

- Card issuance fee of $5.00 to customer.
  - Card issuance fee funds program and provides concession revenue to airport.
  - Card issuance fee covers program development and turn-key management.
- Each kiosk must issue a minimum of ten cards per day in order to sustain the no-cost program structure for the Airport. RCC retains the right to remove any kiosk that does not meet this requirement.
- Airport provides no cost access to electrical power at the space where the kiosks are located and physical space for placement of the kiosks.
- Kiosks are located proximate to the Airline Counters (defined as the customer and airline both can visually communicate with one another if necessary – no more than 150 feet from the airlines counters).

Cashless Benefits To Airport Operators

Benefits to Airport Operator:

- No program cost – customer funded through issuance fee
- Provides concession revenues
  - Replaces global reduction in ATM use due to airline elimination of cash
- Elimination of fraud associated with airport fees, employee badging, etc.
- Less congestion in airport, facilitates use of Skycap
- Better customer experience
  - Less time spent at checkin / less congestion processing pax/eliminates fraud/global acceptance

Thought Starters

- Card becomes passport to savings with airport retailers – increasing spend
- Card becomes passport to access priority TSA processing lines
- Supports car rental usage (increased car concession revenues)
- Eliminate cash for ground transportation providers – better customer experience
- Eliminate cash use for vending within airport

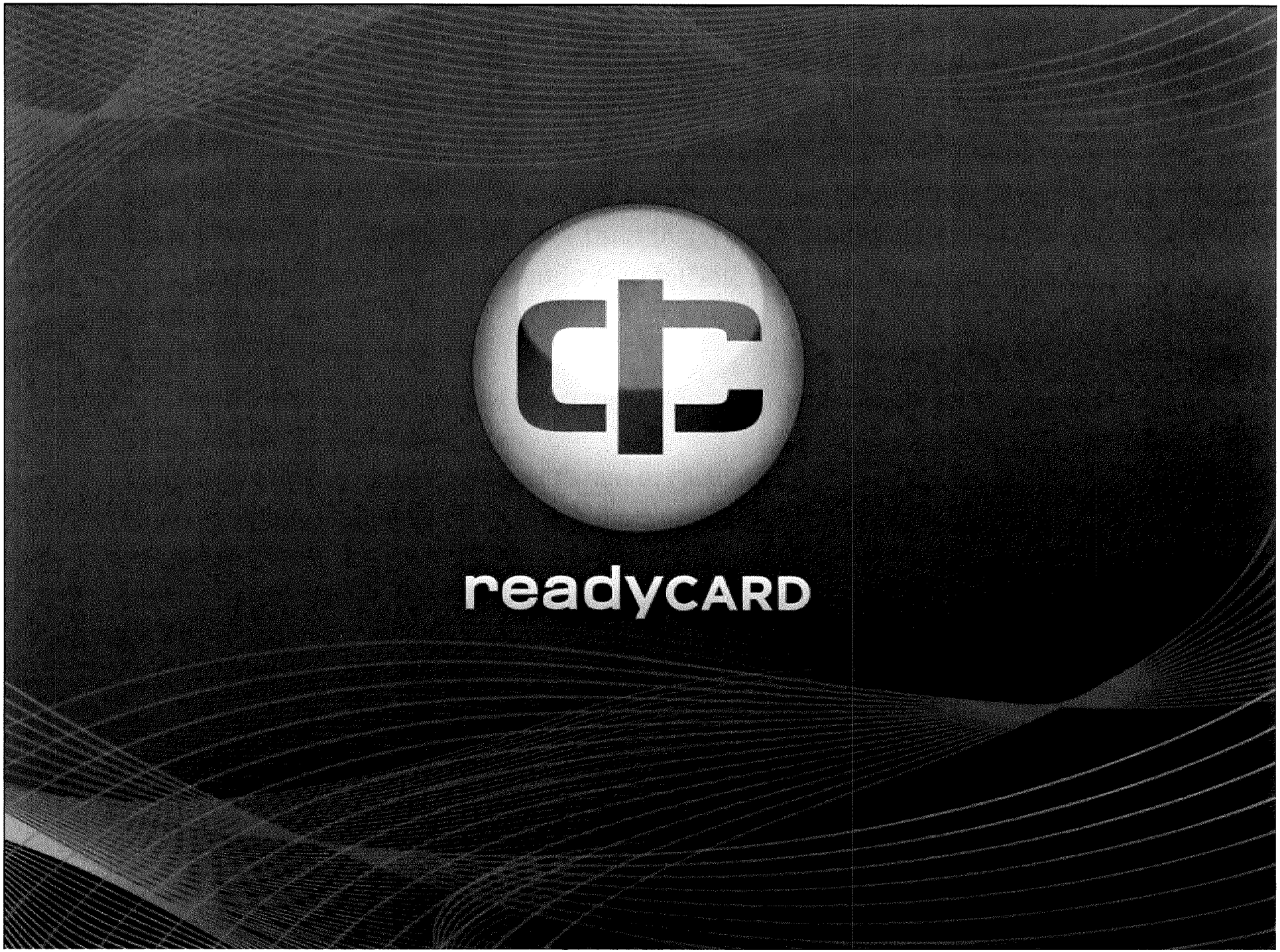

readyCARD

EXHIBIT “C”

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1] [2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;
2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXHIBIT "D"

Exhibit "D"
DISCLOSURE OF CONFLICT OF INTEREST

_____ between City of Fresno ("Fresno")
Reddy Credit Corporation ("Concessionaire")

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

_____
Signature

11/17/17
Date

Brian Hoosag
(name)

Reddy Credit Corporation
(company)

10340 Viking Drive, Suite 125
(address)

Eden Prairie, MN 55344
(city state zip)

EXHIBIT "E"

READY CREDIT CORPORATION - GROSS RECEIPTS REPORT

Fresno Yosemite International Airport

READY CREDIT CORPORATION

For Period: _____ Through: _____

Total Monthly Gross Receipts (All business): _____

Airport Generated Gross Receipts for the Month (All Income)		**Fee Rate**		Total Receipts Airports Gross Reported		Monthly MAG Fees		Current Month Fees Due
_____	x	10%	=	$0.00	-	_____	=	$0.00

Payment Due for Current Month: $0.00

I, _____, do hereby certify that I am the _____, of READY CREDIT CORPORATION

Prepared By: _____ Title: _____

Signature of Preparer: _____

Date: _____ Phone: _____

Instructions:

1: Complete report, leaving **no** space blank.
2: Please make check payable to **City of Fresno**, and remit with this originally signed report to:

City of Fresno Airport
Department 4995 E.
Clinton Way Fresno, CA
93727
Attn: Airport Properties

Phone (559) 621-4500
Fax (559) 251-4825

3: Submit report and fees by the 2**0th** day of the month, for the prior month. **Note: An originally signed copy of your report must be remitted to the address above in accordance with the terms of your concession agreement*

IF CURRENT MONTH FEES DUE IS LESS THAN ZERO NO ADDITIONAL PAYMENT IS NECESSARY.

Exhibit "E"