PROPOSAL DOCUMENTS

FOOD AND BEVERAGE CONCESSION AT
YOUNGSTOWN-WARREN REGIONAL AIRPORT

WESTERN RESERVE PORT AUTHORITY

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Exhibit A

INVITATION TO SUBMIT PROPOSALS

WESTERN RESERVE PORT AUTHORITY

Sealed Proposals shall be received at the Office of the Director of Aviation, at the Administrative Offices of the Youngstown-Warren Regional Airport (the "Authority"), 1453Youngstown-Kingsville Rd., NE, Vienna, OH 44473, until and not later than 2:00 p.m., local time, on May 1st, 2015 for the following:

FOOD AND BEVERAGE CONCESSION
YOUNGSTOWN WARREN REGIONAL AIRPORT TERMINAL

The Western Reserve Port Authority (the "Authority") is inviting proposals for the exclusive right, with certain exceptions, and privilege to operate and manage, at its sole cost and expense, a high quality Food and Beverage Concession in certain designed areas of the Landside and Airside Terminal at the Youngstown-Warren Regional Airport (the "Airport") for a term of five years, all set forth in the Proposal Documents referred to below. The purpose of the Food and Beverage Concession is to provide First-Class Food and Beverage services to the traveling public and other users of the Airport.

The Proposal Documents, including Instructions to Proposers, General Conditions, Proposal Form, Proposer's Experience and Qualifications Questionnaire, and form of Concession Agreement, may be obtained at the Office of the Director of Aviation at the above address, between the hours of 8:00 a.m. and Noon and 1:00 p.m. to 4:30 p.m. Monday through Friday, Telephone (330) 856-1537, or by emailing a request to DDickten@yngairport.com, or at the Airport's website at http://www.yngairport.com

Each sealed Proposal shall be accompanied by an irrevocable Bank Letter of Credit or satisfactory Surety Bond in a sum not less than $5,000 payable without condition to the Western Reserve Port Authority, to guarantee that if the Proposer's offer results in an Award, the Proposer will enter into the Concession Agreement within 30 calendar days after the Concession Agreement is given to said successful Proposer for execution.

The Authority, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively insure that in any Award made pursuant to this advertisement, Disadvantaged Business Enterprises ("DBEs") will be afforded full opportunity to submit Proposals in response to this invitation and that no Proposer will be discriminated against on the grounds of race, creed, handicap, color, religion, sex or national origin in consideration for an Award.

The Authority reserves the right, to the extent the Authority deems necessary or desirable in its sole judgment, to waive any informality or irregularity in any Proposal, Bank Letter of Credit or Surety Bond, to negotiate for the modification of any Proposal, to accept that Proposal which, in the Authority's sole judgment, is deemed the most desirable and advantageous to the Authority even if such Proposal does not offer the highest monetary return to the Authority to reject any and all Proposals, or to re-advertise for Proposals.

A non-mandatory pre-proposal Conference for the Food and Beverage Concession will be held at the Youngstown-Warren Regional Airport Terminal main floor conference room, 1453 Youngstown-Kingsville Road, NE, Vienna, OH 44473, on April 7th, 2015 at 10:00 a.m., Local Time. Questions from potential Proposers will be entertained at this time, and if requested, a walk-through of the Airside and Landside Terminal of the Airport will be conducted. All prospective Proposers are required to have a representative attend this non-mandatory pre-proposal Conference. Such representative that is not an actual employee of the prospective Proposer shall bring to the Pre-Proposal Conference a letter from the prospective Proposer on prospective Proposer's letterhead stating that such person is officially representing the prospective Proposer at the Pre-Proposal Conference. Only potential Proposers that are represented at the non-mandatory pre-proposal Conference will be entitled to receive further notices and addenda regarding this solicitation and to submit a Proposal. The Authority will reject a submitted Proposal if no representative of that Proposer attended the non-mandatory pre-proposal Conference.

Prospective Proposers are requested to contact Dan Dickten, Director of Aviation, with all questions and/or requests, telephone (330) 856-1537.

Daniel J. Dickten, A.A.E.
Director of Aviation

DEFINITION OF TERMS

FOOD AND BEVERAGE CONCESSION
YOUNGSTOWN-WARREN REGIONAL AIRPORT

I. Whenever the following terms are used in these Proposal Documents, or in any other documents or instruments pertaining to this Concession where these specifications govern, the intent and meaning shall be interpreted as follows:

ADVERTISEMENT. The Invitation to Submit Proposals inviting Proposals for the operation of the Concession to be awarded.

AGREEMENT OR CONCESSION AGREEMENT. That document to be entered into by the Authority and Concessionaire and also called Food and Beverage Concession Agreement, which, together with the Proposal Documents, contemplates and includes permission for Concessionaire to finance, design, construct, operate and manage, at its sole cost and expense, an exclusive, with certain exceptions, Food and Beverage Concession under the terms and conditions expressly set forth herein.

AGREEMENT DOCUMENTS. All written material covering the Concession to be operated. The Agreement Documents shall include, but not be limited to, the following: Notice to Submit Proposals, Invitation to Submit Proposals, Definition of Terms, Instructions to Proposers, General Conditions, Proposal Form, Proposer's Experience and Qualifications Questionnaire, Performance Bond, insurance certificate(s), any addenda, the Concession Agreement, and all attachments and exhibits thereto.

AIRPORT. Airport means any and all property and improvements owned, leased, operated, or controlled by the Authority, which, for the purposes of these Proposal Documents, shall mean Youngstown-Warren Regional Airport, Vienna, Ohio.

AIRSIDE TERMINAL. That facility on the Airport used primarily for the enplaning and deplaning of airline passengers.

AUTHORITY. The Western Reserve Port Authority acting through its duly authorized representative.

AWARD. The acceptance, by the Authority, through formal action of its Board, of the successful Proposer's offer to operate the Concession.

BANK LETTER OF CREDIT. The irrevocable letter of credit issued by a commercial bank, and in a form, satisfactory to the Authority in its sole discretion, DRAWABLE IN TRUMBULL COUNTY OHIO, and issued for the account of the Authority and provided in lieu of a Surety Bond. If used as the $5,000 requirement when submitting a Proposal, the irrevocable letter of credit shall have an expiration date not earlier than 180 calendar days from the Proposal Opening Date.

BUSINESS DAY. Every day shown on the calendar as Monday, Tuesday, Wednesday, Thursday, Friday, excluding Saturdays, Sundays, and Authority recognized holidays.

CALENDAR DAY. Every day shown on the calendar, including Saturdays, Sundays, and holidays.

CONCESSION or FOOD AND BEVERAGE CONCESSION. The agreed scope of operation for financing, designing, constructing, operating and managing a high quality, Food and Beverage Concession in certain designated areas of the Airside and Landside Terminal of the Airport, as described in the Proposal Documents and the Concession Agreement. Whenever, in these Proposal Documents or

Agreement Documents, the words "Concession" or "Food and Beverage Concession" are used herein, it shall be understood that an existing airport club is included in such.

CONCESSIONAIRE. The individual, partnership, joint venture, firm, corporation or other entity to which the Award is made and· which is liable for operating the Concession in conformance with the Agreement Documents.

ENPLANED PASSENGERS. Shall mean all local boarding, interline transfer, and interline transfer passengers at the Airport.

GROSS REVENUE OR GROSS RECEIPTS. All revenue generated by the Concessionaire from the operation of the Concession and shall include all monies paid or payable to Concessionaire or Concessionaire's subcontractor or supplier of services for sales made or services performed at or from the Airport, regardless of when, where, or whether the business transaction occurs on or off Airport property, including all revenues of every kind and character derived from, arising out of, or payable on account of the business conducted by Concessionaire, subcontractor, supplier of services or from the operations of Concessionaire under this Agreement, whether payment is made by cash, credit card, pre-paid card, or otherwise, and whether the same shall be paid or unpaid; provided, however, that any sales or use taxes, separately stated and paid by customers now or hereafter levied or imposed shall be excluded.

LANDSIDE TERMINAL. That facility on the Airport used primarily for airline ticketing activities, passenger baggage claim and principal passenger convenience concessions and services.

PAYMENT BOND. The approved form of security furnished by the Concessionaire, or its Surety, as a guaranty that the Concessionaire will pay in full all bills and accounts for materials, supplies, rentals and labor used in or on the improvements constructed or furnished by the Concessionaire.

PERFORMANCE BOND. The approved form of security furnished by the Concessionaire, or its Surety, as a guaranty that the Concessionaire will complete the improvements and/or operate the Concession in accordance with the terms of the Proposal or Agreement Documents.

PREMISES. The areas of the Airport designated by this Proposal and the Exhibits hereto as the place or places where the business of Concessionaire shall be conducted.

PROPOSAL. All required submissions contained in the written offer of the Proposer, submitted on the attached Proposal Form, to operate the Concession in accordance with the provisions of the Proposal Documents.

PROPOSAL DOCUMENTS. Shall be defined and have the same meaning as Agreement Documents.

PROPOSAL OPENING DATE 2:00 p.m., Local Time, May 1, 2015.

PROPOSER. Any individual, partnership, firm, joint venture, corporation or other entity, acting directly or through a duly authorized representative, which submits a Proposal for the operation of the Concession herein offered.

SPECIFICATIONS. A part of the Proposal Documents or Agreement Documents which contain the written directions and requirements for qualifying for the Award and operating the Concession.

SURETY. The corporation, partnership, or individual, other than the Concessionaire, executing the bonds which are required to be furnished to the Authority by the Concessionaire hereunder.

Surety shall be licensed to do business in the State of Ohio.

SURETY BOND. The bond described in the Invitation to Submit Proposals, and elsewhere herein, which is submitted with a Proposal, to assure the faithful execution of a Concession Agreement by the successful Proposer.

WRITTEN NOTICE. All notices required by the Proposal Documents or Agreement Documents shall be in writing and shall be sufficient, and shall be deemed received on the date delivered, if hand delivered, or the day after depositing with an overnight courier service, or three business days after mailing if sent by certified or registered mail, postage prepaid, by one party to the other at such receiving party's principal place of business address known to the party giving the notice.

II. Whenever, in these Proposal Documents or Agreement Documents, the words "directed", "required", "permitted", "ordered", "designated" "prescribed", or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Authority is intended; and similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, acceptable to, or satisfactory to, the Authority.

III. Whenever the words "he, his, him", etc., are used in these Proposal or Agreement Documents it shall be understood that such words mean male, female, or any impersonal business entity.

IV. Any reference to specific requirements of a numbered Section, Subsection, Paragraph or Subparagraph of the Proposal or Agreement Documents, or a cited standard in the Specifications, shall be interpreted to include all general requirements of the entire Section, Subsection, Paragraph, Subparagraph, or any Specification item or cited standard, which may be pertinent to such specific reference.

INSTRUCTIONS TO PROPOSERS

FOOD AND BEVERAGE CONCESSION
YOUNGSTOWN-WARREN REGIONAL AIRPORT TERMINAL

I. **INVESTIGATION OF CONDITIONS**. The submission of a Proposal shall constitute conclusive evidence that the Proposer has investigated all technical specifications site conditions, the manner and environment in which the Concession will be provided and is aware of circumstances, procedures, and requirements affecting the Concession to be provided. The attention of the Proposer is specifically directed to, and Proposer will be conclusively presumed to have read and become familiar with, all Proposal Documents. No claim for adjustment of the provisions of the Agreement Documents, and particularly of the concession fees and/or rent to be paid to the Authority, shall be honored, after the Concession Agreement has been executed by both parties, on the ground that Proposers were not fully informed as to the conditions which do or could exist. THE ATTACHED FORM OF AGREEMENT IS THE FORM OF AGREEMENT THE AUTHORITY CONTEMPLATES WILL BE EXECUTED BY THE PARTIES. ANY REQUESTED CHANGES TO THIS FORM OF AGREEMENT MUST BE SUBMITTED IN WRITING TO THE AUTHORITY ON OR BEFORE THE DUE DATE FOR SUCH PROPOSED CHANGES SET FORTH IN SECTION IX OF THE INSTRUCTIONS TO PROPOSERS ENTITLED "PROPOSER'S WRITTEN COMMENTS." ALL POTENTIAL PROPOSERS SHALL BE NOTIFIED OF ANY PROPOSED CHANGES THAT ARE ACCEPTED BY THE AUTHORITY THROUGH AN ADDENDUM TO THE PROPOSAL DOCUMENTS, AND IF SUCH CHANGES ARE ACCEPTED BY THE AUTHORITY, THEY SHALL BE INCLUDED IN THE AGREEMENT THAT SHALL BE EXECUTED BY THE SUCCESSFUL PROPOSER. IN THE EVENT NO PROPOSED CHANGES ARE SUBMITTED, OR THE PROPOSED CHANGES SUBMITTED ARE NOT ACCEPTED BY THE AUTHORITY AND SET FORTH IN AN ADDENDUM TO THE PROPOSAL DOCUMENTS, THEN THE FORM OF AGREEMENT AS ORIGINALLY PROPOSED BY THE AUTHORITY SHALL BE EXECUTED BY THE SUCCESSFUL PROPOSER. NOTWITHSTANDING THE FOREGOING, THE AUTHORITY SHALL HAVE THE RIGHT TO MAKE NONMATERIAL CHANGES TO THE AGREEMENT UP TO THE DATE OF EXECUTION BY BOTH PARTIES, AND SHALL ALSO HAVE THE RIGHT TO INSERT THE NAME OF THE SUCCESSFUL PROPOSER AND THE APPLICABLE FEES.

II. PROPOSAL REQUIREMENTS. Proposals not conforming with the following requirements may be rejected:

A. Envelopes containing the Proposal Form and all other information required by the Proposal Documents must be submitted in a sealed envelope clearly addressed and identified as follows:

"Western Reserve Port Authority
Attn: Director of Aviation
PROPOSAL FOR FOOD AND BEVERAGE CONCESSION"

If mailed by regular mail, the sealed envelope containing the Proposal Form and addressed as specified above shall be in an outer envelope addressed to:

"Western Reserve Port Authority
Attn: Director of Aviation
1453 Youngstown-Kingsville Rd., NE,
Vienna, OH 44473"

If sent by overnight courier or hand delivered, the sealed envelope containing the Proposal Form and addressed as specified above, shall be in an outer envelope addressed to:

"Western Reserve Port Authority
Attn: Director of Aviation
1453 Youngstown-Kingsville Rd., NE,
Vienna, OH 44473"

B. Proposals must be submitted on the Proposal Form provided as part of the Proposal Documents.

C. Proposal responses shall be presented in complete answer form after each question. Please restate the question before furnishing an answer. Under the laws of the State of Ohio, any proposal may be considered a public record and as such, will be available for inspection and copying by the public as provided by law after the award and execution of this Agreement. The proprietary or otherwise sensitive information contained in or with any proposal is subject to this disclosure.

D. Answers to questions in the Proposal Form shall include all necessary information, which accurately represents the Proposer's capabilities, general descriptions of the proposed service, as well as any other pertinent information. All attachments shall be organized chronologically and labeled clearly. Omission of any necessary material may be cause for dismissal of the proposal.

E. All services must comply in their entirety with the proposal specifications and plans.

F. A Proposer's standard form agreement will not be accepted and may be cause for rejection ·of the Proposer's proposal should they choose to substitute it for the agreement contained within this document. PLEASE SEE SECTION I., INVESTIGATION OF CONDITIONS.

G. Proposer warrants that the service will conform to its proposal's description and any applicable specifications shall be of good quality and for the known purpose for which it is intended. This warranty is in addition to any standard warranty or service guarantee given by the Proposer to the Authority.

H. Proposer must submit, among other things, a statement of its experience in the operation of a Food and Beverage Concession located at an airport or other general public accessible venue and a current financial statement, as required in the Questionnaire, provided as a part of the Proposal Documents.

I. Proposer must furnish all additional data, exhibits or statements that it deems essential and pertinent to assure total understanding and evaluation of its Proposal by the Authority.

J. Proposals must be submitted in such manner as to make them complete and free from ambiguity, without alterations or erasures, all blank spaces on the Proposal Form filled in and the Proposal Form properly signed by the Proposer or Proposer's legally authorized officer or agent.

K. Each Proposal shall be accompanied by a Bank Letter of Credit, which such Bank Letter of Credit shall be DRAWABLE IN TRUMBULL COUNTY, OHIO. Surety Bond payable without condition to the Western Reserve Port Authority in the amount of $5,000 . This Bank Letter of Credit or Surety Bond will be delivered to the Authority as a guarantee that if the Proposal is accepted, a Concession Agreement will be entered into within 30 calendar days after the Concession Agreement is given to the successful Proposer by the Authority for execution. Such Bank Letter of Credit or Surety Bond shall be drawn against by the Authority, and the amount so drawn shall constitute the agreed amount of liquidated damages if the successful Proposer fails to enter into the Concession Agreement within the stipulated time. The Bank Letter of Credit or Surety Bond of the successful Proposer shall be returned upon receipt of a fully executed Agreement and security deposit as specified in these Proposal Documents. Surety of unsuccessful Proposers will be returned within 120 calendar days after the successful Proposer has been issued notice of the Award.

L. Proposers must sign and have notarized, the "Proposers Affidavit" which is a part of the Proposal Form. This affidavit covers non-collusion and non-conflict of interest. Any Proposal that does not include the properly executed affidavit will be declared invalid.

M. Where signatures are required in the Proposal or Proposal Forms, black ink shall not be used.

N. Proposer must submit 4 copies of its Proposal with one being the "Original" and labeled as such.

III. **REJECTION OR ACCEPTANCE OF PROPOSALS**. At any time up to the hour and date set for receipt of Proposals, Proposer may withdraw its Proposal. After the scheduled time for receipt of Proposals, Proposer will not be permitted to withdraw its Proposal and the submission of a Proposal will constitute a continuing offer to the Authority for a period of 120 calendar day following the due date for Proposals. The only reserves the right to waive any informality or irregularity in any Proposal, Bank Letter of Credit or Surety Bond, to negotiate for the modification of any Proposal, to accept that Proposal which, in the Authority's sole judgment, is deemed the most desirable and advantageous to the Authority even if such Proposal does not offer the highest monetary return to the Authority, to reject any and all Proposals, or to re- advertise for Proposals, to such extent *as* the Authority, in its sole opinion, deems necessary or desirable. Any Proposal that is incomplete, conditional, ambiguous, obscure or which contains additions or alterations not called for, or irregularities of any kind, may be rejected for such reason or reasons. If a successful Proposer refuses to enter into a Concession Agreement within 30 calendar days after the Concession Agreement is delivered to the successful Proposer for execution, the Authority reserves the right to Cancel the Award and to accept the Proposal of any other qualified Proposer that submitted a bona fide Proposal in response to this Proposal Document, without re- advertisement.

IV. **DISQUALIFICATION OF PROPOSAL**. Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of a Proposal:

A. Submission of more than one Proposal hereunder by an individual, firm, joint venture, corporation, limited liability company or other entity under the same or different names;

B. Failure to submit required Surety Bond or Bank Letter of Credit, which such Bank Letter of

Credit shall be DRAWABLE IN TRUMBULL COUNTY, OHIO;

C. Evidence of collusion among Proposers;

D. A Proposer's default or arrearage under any previous or existing agreement with the Authority;

E. Existence of any unresolved claims between the Proposer and the Authority; or

F. A Proposer's default or arrearage under any other previous or existing concession agreement for the operation of a Food and Beverage Concession with anyone other than the Authority.

V. **INCOMPLETE PROPOSALS**. The Authority may consider incomplete any Proposal not prepared and submitted in accordance with the provisions of these Proposal Documents. Any alteration, omission, or addition to the Proposal Form or any unauthorized conditions, limitations or provisions attached to a Proposal may render it incomplete and may be sufficient cause for its rejection. The Authority may also consider the Proposal incomplete and may reject it if:

A. The Proposal Form furnished herein is not used or is altered;

B. There are alternate Proposals not called for or irregularities of any kind that may tend to make the Proposal indefinite or ambiguous;

C. The Concession Fees (Minimum Monthly Guarantee and percentage of monthly Gross Receipts) contained in the Proposal are unbalanced in the Authority's sole judgment, either in excess of or below the Authority's analysis; or

D. Any documents necessary for Proposal purposes are not complete, are improperly executed or are missing.

VI. **NOTICE OF AWARD.** It is anticipated that the Authority will give notice of the Award to the successful Proposer within 90 calendar days after the proposals are received. However, the Authority reserves a period of 90 calendar days after such receipt during which time notice of the award may be given Proposer to whom the Concession privilege is Awarded shall, within 30 calendar days of the date of delivery by the Authority of the Concession Agreement, deliver the Concession Agreement to the Authority fully executed, along with the Performance Bond and evidence of insurance coverage required in the Concession Agreement. All such documents must be executed and delivered by the Proposer and approved by the Authority before the Concession Agreement will be executed and returned to the Proposer by the Authority. The Authority reserves the right to cancel the Award without liability, except for the return of the Bank Letter of Credit or Surety Bond to the Proposer, at any time before the Agreement has been fully executed by both parties. Failure upon the part of the successful Proposer, to whom a Concession has been awarded, to execute and deliver the Concession Agreement and other documents required above within 30 calendar days after the date of the Concession Agreement is delivered to such successful Proposer by the Authority, shall be just cause for cancellation of the Award by the Authority and shall give the Authority the right to present and draw against the Bank Letter of Credit or to make demand upon the Surety Bond, not as a penalty but in liquidation of damages sustained. The Award may be made to another qualified Proposer, or all Proposals rejected, in the Authority's sole discretion.

VII. **GENERAL.** The following general conditions relate to the submission of Proposals and any Award to be made as a result thereof:

A. The Concession Agreement, if awarded, shall be Awarded by the Authority in response to the Proposal offered by a responsible and qualified Proposer who, in the Authority's sole opinion, best meets all of the goals and requirements stated elsewhere in these Proposal Documents. Responsibility and qualification of Proposers shall be determined by the Authority in its sole judgment from the information furnished by the Proposer as well as from any other sources determined to be appropriate by the Authority. An Award will not be made until after such investigations as are deemed appropriate are made regarding the experience, financial responsibility, and other qualifications of the Proposer.

B. The Authority shall not be obligated to respond to any Proposal submitted nor shall the Authority be legally bound in any manner whatsoever by the submission of a Proposal by any Proposer.

C. Any Concession Agreement arising out of any Proposal submitted hereunder, and any negotiations that may follow, shall not be binding or valid against the Authority, its officers, employees or agents unless executed by the Authority and the Concessionaire in accordance with applicable laws.

D. Statistical information contained in these Proposal Documents is for information purposes only. The Authority is not responsible for any inaccuracies or interpretations of said data.

E. Attorneys-in-fact who sign Surety Bonds and Performance Bonds must file with such bonds a certified copy of their power of attorney to sign such bonds. All bonds must be counter-signed by a resident Ohio agent of the Surety, with proof of agency attached.

F. The Authority specifically reserves the right, in its sole discretion, to reject any and all Proposals and reserves the right to waive technicalities if such waiver is deemed by the Authority, in its sole discretion, to be in the best interests of the Authority.

VIII. **EXPLANATION WRITTEN AND ORAL.** Should there be any doubts as to the meaning or content of these Proposal Documents, the Proposer shall at once notify the Authority, by means listed in Section IX.

IX. **PROPOSER' S WRITTEN COMMENTS**. Proposers shall submit all questions and comments on the Proposal Documents, if. any, in writing at the following addresses, Western Reserve Port Authority, (regular mail) 1453 Youngstown-Kingsville Rd., NE, Vienna, OH 44473 (overnight courier or hand delivery) 1453 Youngstown-Kingsville Rd., NE, Vienna, OH 44473, (facsimile) (330) 609-5371, or electronic mail to email address DDickten@yngairport.com which all submissions shall be received no later than 4:00 p.m., local time, on April 10th, 2015.

X. **NON-MANDATORY PRE-PROPOSAL CONFERENCE**. The Authority will conduct a non-mandatory pre-proposal Conference for this Concession beginning at 10:00 a.m., local time, on April 7th, 2015, for the purpose of reviewing the Proposal Documents. The non-mandatory pre-proposal Conference will be held at the Youngstown-Warren Regional Airport, 1453 Youngstown-Kingsville Rd., NE, Vienna, OH 44473 in the Terminal main floor conference room. Questions from potential Proposers will be entertained at this time, and if requested, a walk-through of the Airside and Landside Buildings will be conducted. For security purposes, those wishing to conduct the walk-through shall bring current government issued picture identification such as a driver's license or a passport. All prospective Proposers are required to have a representative attend this mandatory Pre- Proposal Conference. Such representative that is not an actual employee of the prospective Proposer shall bring to the Pre-Proposal Conference a letter from the prospective Proposer on prospective Proposers' letterhead stating that such person is officially representing the prospective Proposer at the Pre-Proposal Conference. Only potential Proposers that are represented at the non-mandatory pre-proposal Conference will be entitled to receive further notices and addenda regarding this solicitation and to submit a Proposal. The Authority will reject a submitted Proposal if no representative of that Proposer attended the non-mandatory pre-proposal Conference.

XI. **GRATUITIES AND KICKBACKS**. The Proposer shall not offer, give or agree to give any Authority employee, any Board of Directors of the Authority or former Authority employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy.

GENERAL CONDITIONS

FOOD AND BEVERAGE CONCESSION YOUNGSTOWN-WARREN REGIONAL AIRPORT

I. **GENERAL DESCRIPTION AND CONCESSION CONCEPT.** The Authority intends to grant to a qualified and responsible Proposer (the "Concessionaire") the exclusive right, with certain exceptions, and privilege to finance, design, construct, operate and manage, at its sole cost and expense, a high quality Food and Beverage Concession in certain designated areas of the Landside and Airside Terminal at the Youngstown-Warren Regional Airport for a term of five years, all as set forth in the Proposal Documents and generally upon the conditions contained in the Concession Agreement attached hereto, to which reference is made.

No food or beverage sales for immediate consumption are allowed by other tenants in the Landside and Airside Terminal at the Airport. However, the Food and Beverage Concession may also engage in News/Gift/Specialty/Retail. The Food and Beverage Concessionaire may also provide catering to the Authority other tenants of the Airport and to the community. The purpose of the Food and Beverage Concession is to provide first-class Food and Beverage services to the traveling public and other users of the Airport. The Authority has established the following objectives for the Food and Beverage Concession: (i) outstanding customer satisfaction, (ii) diversity of choice, (iii) mix of local, regional and national brands that appeals to the Airport's passengers, visitors, employees and the community which reflect current best practices for an airport Food and Beverage Concession, (iv) creative design, (v) seamless provision of amenities during transition, (vi) retain, "fresh- look" throughout the term of the Concession, and (vii) increase revenue to the Airport.

II. **PREMISES.** A total of three potential Food and Beverage locations are available for build-out with some locations providing the opportunity for subdividing for multiple brands or food and beverage establishments. Being 2,950 square feet of the first floor of the Landside Airport Terminal consisting of that portion of the Northwest side of the first floor known as the restaurant, kitchen and bar, ii.) 500 square feet of the Landside Airport Terminal known as the vending area, and iii.) 525 square feet of the first floor of the Airside Terminal main passenger hold room. These locations will be designated as the "Premises" in the Concession Agreement with the Authority, and are presented in Exhibit A attached hereto.

A. Restaurant Space (R-1). The Proposer shall propose to operate a full-service sit- down casual dining restaurant with bar located in R-1 as shown on Exhibit A. In this area, the Concessionaire will construct Improvements and operate a first-class full-service sit-down casual dining restaurant with bar service.

B. Coffee / Restaurant Space (R-2).
The Proposer shall propose to operate a coffee concept and may, in addition to the coffee concept, propose to operate nationally branded or non-branded restaurant or quick-serve restaurant concepts as shown on Exhibit A. In this area, the Concessionaire will construct Improvements and operate a coffee concept and May, in addition to the coffee concept, construct Improvements and operate a nationally branded or non-branded restaurant or quick-serve restaurant concepts.

C. Food Court / Restaurant Space (R-3).
The Proposer shall propose to operate a counter-service, sit-down Café, “Food Court” with bar service located in the Airside Main Passenger Hold Room in R-2 as shown on Exhibit A.

III. **FACILITIES, EQUIPMENT AND INSTALLATION**. The Concessionaire shall make improvements as needed, at its sole costs and expense, and provide and install all equipment, fixtures, utilities, plumbing and any other infrastructure and materials necessary for the build-out of areas R-1; R-2 and R-3 consisting of 3,975 square feet of Food and Beverage space (the "Initial Improvements") commencing during the term of the Agreement as required herein. The areas are not required to be fully refurbished. The Concessionaire may make additional improvements (the "Additional Improvements" being improvements subsequent to the Initial Improvements), including alterations and attachment of fixtures, in or upon the Premises. Prior to commencing any work, detailed plans and specifications for all such Improvements to the Premises, including both Initial Improvements and Additional Improvements (sometimes referred to collectively as "Improvements"), shall be submitted to the Authority for approval by the Concessionaire as follows: (i) the Initial Improvement within 30 calendar days after the Effective Date of the Agreement or 45 calendar days after Award, whichever is earlier, (ii) and for any Additional Improvements, prior to the commencement of any work. Construction of all Improvements, including Initial Improvements and Additional Improvements, shall commence no later than 45 calendar days after approval by the Authority and the Notice to Proceed and be completed no later than 90 calendar days after commencement of construction, unless such completion date is extended in writing by the parties hereto. For each calendar day, or fraction thereof, after the 90 calendar day construction Period that Concessionaire does not complete the installation of the Initial Improvements, Concessionaire shall pay the Authority, as liquidated damages, the sum of $500 for each calendar day that such construction is not completed as herein provided. After receiving written final Authority approval of the plans and specifications, Concessionaire shall engage a qualified contractor(s) to install the Initial Improvements and/or Additional Improvements. After award of a contract, it shall be Concessionaire's sole responsibility and expense to carry out the installation of the Initial Improvements and/or Additional Improvements and provide to the Authority the applicable insurance certificates of the contractor. Installation shall commence promptly and shall be scheduled so as to cause as little interruption to Airport operations and inconvenience to customers and other users of the Airport as possible.

IV. **UTILITIES.** The Concessionaire shall have the right, at its sole cost and expense, to use the utility service facilities located on the Premises or to run additional utility service to the Premises at the commencement of the Agreement at Concessionaire's sole cost and expense. All utility consumption at the Premises shall be separately metered and such meter if not already available at the Premises shall be installed at the sole cost and expense of Concessionaire. The Concessionaire shall be responsible for the cost and expense of all utility consumption on the Premises except normal heating and air conditioning from the Authority's central system, which may migrate into the Premises; provided, Concessionaire shall provide additional air conditioning in certain Premises if Concessionaire's ovens or other appliances cause higher temperatures in the terminal if such Premises were not used in such manner. If Concessionaire's operations require additional utility service, the expense of providing additional utilities shall be at the sole cost and expense of the Concessionaire, provided, the Authority's obligation to allow Concessionaire to add utilities hereunder shall be limited to the availability of any required or requested utilities in the Airside and Landside Buildings, and nothing herein shall obligate Authority to provide any utility to Concessionaire that is not otherwise available to Authority. Such limitation shall also include the inability of Authority to provide utility facilities or service due to the imposition of any limit on consumption, or on the construction of additional utility service facilities, or due to the allocation or curtailment of utility facilities or service by regulation, act, or law or in any other manner beyond the control of Authority.

V. **INSURANCE.** The Concessionaire will be required to maintain insurance as provided in the Agreement and name the Authority as additional insured on such insurance. The Concessionaire shall require its contractors performing work at the Airport to provide insurance as required in the Agreement.

VI. **HOURS OF OPERATION**. Concessionaire agrees to operate based on the current airline and charter schedule as identified in Section 4.C of the Food and Beverage Concession Lease Agreement. Upon initiation of daily scheduled service, the restaurant shall be operated on not less than a daily basis, including all holidays, during the hours of 11:00 a.m. to 7:00 p.m., unless other operating hours are approved in writing by Lessor. Lessee may operate restaurant during breakfast hours and the bar after 7:00 p.m., without consultation with Lessor.

The Authority reserves the right to change these hours at any time. Current Ohio Law prohibits the sale of alcohol on election days until 6:00 p.m. and on Sundays until 11:00 p.m. In addition, such hours of operation shall be subject to the Authority's Irregular Airline Operations and Stranded Passenger Program, as amended from time to time.

VII. **RATES AND CHARGES**. The rates charged to the customer/passenger for services shall be submitted with the Proposal and shall be approved by the Authority prior to any adjustment during the term of the Agreement. As further defined in the Agreement, prices for all items or services sold by Concessionaire from the Premises shall be no greater than: (i) manufacturer's suggested retail (pre-printed) price, or (ii) the average price, plus 10% charged for the same or similar products (size and quality) sold at any of the Price Comparison Locations (PCLs'- see definition below).

Each Proposer must indicate a minimum of three PCLs on Exhibit D which the Authority will consider for approval for the market basket pricing as part of the Proposer's Proposal. Proposer shall propose three PCLs for each unique concept/brand proposed. As further defined in the Agreement, Concessionaire shall, at its sole cost and expense, conduct annual PCL surveys on the anniversary of the Commencement Date of the Agreement, with regard to price and quality. These surveys shall, at a minimum, include each of Concessionaire's items and services and the price of the same items or services for each of the surveyed facilities. Concessionaire must receive written approval from the Authority to increase the price of any item or service sold or offered from the Premises, and any such request must be accompanied by a survey of the PCLs.

VIII. **PROPOSER QUALIFICATIONS.** Each Proposer shall, at the time a Proposal is submitted, furnish the Authority satisfactory evidence of its competency to operate the Concession. Such evidence of competency, unless otherwise specified, shall consist of statements covering the Proposer's past experience managing and operating similar Food and Beverage Concessions, current operations, and a list of key personnel that will be available and their experience. In addition, each Proposer shall, at the same time, furnish the Authority satisfactory evidence of its financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Proposer's financial resources and liabilities as of the last calendar year or the Proposer's last fiscal year. At the time of submitting such financial statements or reports, the Proposer shall further certify that its financial responsibility is approximately the same, or better, at the time the Proposal is submitted, as it was stated or reported by the certified public accountant. If the Proposer's financial responsibility had changed, the Proposer shall qualify the public accountant's statement or report to reflect Proposer's true financial condition at the time such qualified statement or report is submitted to the Authority. In order to be considered qualified to operate the Food and Beverage Concession hereunder, each Proposer shall meet the following minimum qualifications:

A. To be considered qualified to operate the Food and Beverage Concession, each Proposer must, at a minimum, have been in the food and beverage/restaurant business for the last five years and must have directly operated and managed multiple stores (no less than three stores at any one time) in an airport, transportation center, mall or other prominent setting generating a minimum of $50,000 annual Gross Receipts per food and beverage/restaurant business for at least three of the last five years.

B. Must be able to provide proof of the skill experience and financial backing necessary to install, maintain and service a Food and Beverage Concession.

C. It is mandatory that the individual, partnership, joint venture, corporation, limited liability company or other entity submitting a Proposal itself: either as presently constituted or existing as a result of some business reorganization, have the above minimum qualifications and if such is found not to be the case, any Proposal submitted by such individual, partnership, joint venture, corporation, or limited liability company will be rejected. In the case of a Proposal submitted by a partnership or joint venture, at least one of the general partners thereof or one of the constituent members of such joint venture must possess said minimum qualifications.

IX. BASIS FOR MAKING A FINANCIAL PROPOSAL FOR CONCESSION.

A. The Concessionaire shall pay the Authority a Concession Fee, and monthly rent for the use of the Premises and for the rights and privileges to operate the Food and Beverage Concession granted by the Authority, as follows:

i) Lessee shall pay as operating fees in the first year Six percent (6.00%) of the gross receipts received from the operation in the next preceding calendar month. Operating fees shall then increase the first month of the second year to Six and one half percent (6.50%) of the gross receipts received from the operation in the next preceding calendar month; then increase the first month of the third year to Seven percent (7.00%) of the gross receipts received from the operation in the next preceding calendar month; then increase the first month of the fourth year to Seven and one half percent (7.50%) of the gross receipts received from the operation in the next preceding calendar month; and then increase the first month of the fifth year to eight (8.00%) percent through the end of the fifth year. Operating fees for any additional five (5) year terms shall be negotiated between the Lessor and Lessee not less than ninety (90) days prior to the beginning of the additional terms. All fees shall be payable on or before the 10th day of each month beginning September 1, 2015.

ii) Lessee shall also pay as rent for the three Food and Beverage locations in the terminal at a rate of $2.00 per square foot for the entire 5 year term. Rent for any additional five (5) year terms shall be negotiated between the Lessor and Lessee not less than ninety (90) days prior to the beginning of the additional terms. All rent shall be payable on or before the 10th day of each month beginning September 1, 2015.

B. The Proposer shall propose, and include in the Proposal to the Authority, the planned capital investment to be made by the Proposer in accordance, with Section III above. If such minimum amount of investment in the Initial Improvements is not expended, the remaining amount not expended shall be paid in cash (in the form of a

check) directly to the Authority within 30 days of the completion of the Initial Improvements. The minimum investment amount of Improvements shall only include the following:

1. Directly contracted construction costs with a contractor;

2. Furniture, fixtures and equipment purchased specifically for use in the Premises.

X. **EVALUATION OF PROPOSALS.**_Each Proposal received will be fully evaluated on the basis of qualifications and criteria and factors deemed by the Authority to him of importance and consequence for operating the Concession. The determining criteria and factors to be considered in the evaluation of Proposals will include, but not necessarily be limited to the following, listed in no particular order:

A. Concession Fees proposed by Proposer;

B. Economic return to the Authority;

C. Amount of investment in Improvements proposed by Proposer;

D. Extent to which the Proposal meets the objectives of the Concession as set forth in these Proposal Documents;

E. Design of facilities and tenant finishes;

F. Menu Selection, Pricing and Concept Plan;

G. Programs to achieve customer satisfaction;

H. Facilities maintenance schedule;

I. Proposer's financial condition;

J. Disadvantaged Business Enterprise participation (in addition to any other material Proposer wishes to submit regarding DBE participation, Proposer shall submit a completed Exhibit E, attached hereto);

K. Local manager's experience;

L. Loca1/regional/national marketing program, which includes a description of the programs proposed for use;

M. Proposer's overall experience in the services to be provided.

N. Proposer's installation strategy and Transition Plan; and

O. Proposer's commitment to excellence of service and operation.

XI. **BASIS FOR AWARD OF CONCESSION**. The Authority will make the Award to the Proposer, who, in the Authority's sole judgment is determined to be the best qualified and responsible Proposer and whose Proposal, in the Authority's sole judgment, is deemed the most desirable and advantageous to the Authority, even if such Proposal does not offer the highest monetary return to the Authority. The Award is expected to be made within 90 calendar days after the opening of Proposals, but in no case will an Award be made until the financial responsibility, operational ability, and standards of the successful Proposer have been investigated and found by the Authority, in the Authority's sole discretion, to provide adequate assurance of the Proposer's ability to fulfill the terms of the Concession Agreement. The Authority reserves the right to waive any formality or irregularity in any Proposal, Bank Letter of Credit or Surety Bond, to reject any or all Proposals or to negotiate for the modification of any Proposal with its Proposer. Submission of a Proposal shall obligate the Proposer to enter into a Concession Agreement with the Authority in accordance with the accepted Proposal and these Agreement Documents. It is specifically understood that the Authority may accept any Proposal in its entirety without negotiation, and the Proposer shall be obligated to enter into a Concession Agreement with the Authority reflecting that Proposal.

XII. GENERAL INFORMATION.

A. The number of enplaned and deplaned passengers using the Airport, for the fiscal year 2014 (January through December) indicated, are as follows:

	2014 Passengers		
	Enplaned	**Deplaned**	**Total**
JANUARY	4,315	4,163	8,478
FEBRUARY	4,084	3,986	8,070
MARCH	5,117	5,076	10,193
APRIL	4,228	4,273	8,501
MAY	5,630	5,437	11,067
JUNE	9,316	8,849	18,165
JULY	9,001	8,977	17,978
AUGUST	5,761	5,865	11,626
SEPTEMBER	3,307	3,208	6,515
OCTOBER	3,908	3,849	7,757
NOVEMBER	4,595	4,696	9,291
DECEMBER	6,323	5,807	12,130
TOTAL	65,585	64,186	129,771

	2013 Passengers		
	Enplaned	**Deplaned**	**Total**
JANUARY	2,750	2,623	5,373
FEBRUARY	2,698	2,611	5,309
MARCH	3,472	3,356	6,828
APRIL	3,036	3,150	6,186
MAY	3,981	3,813	7,794
JUNE	6,273	6,169	12,442
JULY	5,948	5,829	11,777

AUGUST	4,035	4,238	8,273
SEPTEMBER	2,471	2,454	4,925
OCTOBER	2,962	2,883	5,845
NOVEMBER	5,161	5,033	10,194
DECEMBER	4,693	4,573	9,266
TOTAL	47,480	46,732	94,212

	2012 Passengers		
	Enplaned	**Deplaned**	**Total**
JANUARY	2,638	2,638	5,276
FEBRUARY	2,805	2,695	5,500
MARCH	3,024	2,739	5,763
APRIL	3,072	3,377	6,449
MAY	3,191	3,139	6,330
JUNE	4,254	3,810	8,064
JULY	5,339	5,530	10,869
AUGUST	3,807	3,895	7,702
SEPTEMBER	2,271	2,333	4,604
OCTOBER	2,684	2,694	5,378
NOVEMBER	3,062	3,041	6,103
DECEMBER	2,640	2,649	5,289
TOTAL	38,787	38,540	77,327

B. The present operator of the Airport Restaurant is under an agreement until August 31, 2015. Gross Receipts from the Restaurant during the past few years have been reported as follows:

Month	2012	2013	2014
	Gross Sales	Gross Sales	Gross Sales
January	$ 18,668.08	$ 22,523.51	$ 27,775.93
February	$ 21,799.09	$ 19,916.63	$ 28,535.84
March	$ 19,753.36	$ 23,440.64	$ 31,028.92
April	$ 19,607.79	$ 22,187.25	$ 34,021.54
May	$ 21,174.82	$ 29,943.78	$ 31,412.56
June	$ 22,533.84	$ 26,864.61	$ 37,351.33
July	$ 24,284.51	$ 33,791.51	$ 37,408.04
August	$ 24,399.50	$ 25,454.06	$ 32,337.06
September	$ 17,208.81	$ 16,115.92	$ 25,028.25
October	$ 21,023.52	$ 22,341.18	$ 29,270.30
November	$ 17,635.43	$ 26,178.84	$ 26,207.85
December	$ 16,984.01	$ 27,310.80	$ 23,672.98
Totals	**$ 245,072.76**	**$ 296,068.73**	**$ 364,050.60**

C. Airport staff has worked tirelessly over the past five years to return the Airport's annual airline passenger activity to pre-2003 numbers with over 130,000 passengers passing through the YNG Airline Terminal in 2014. This is a 38% increase over the 94,200 total annual passengers in 2013 and a 268% increase since 2009. With the addition of daily to the

Chicago O'Hare International Airport with connections to over 120 domestic and international destinations, flights to begin in the second quarter of 2015, passenger activity will continue to increase along with additional need for the food and beverage concession.

XIII. **COMMENCEMENT OF OPERATION**. The Food and Beverage Concession shall be operational and open for business forthwith after the Premises are delivered to the successful Proposer. Any renovations or improvements the successful Proposer has proposed shall be undertaken and completed during hours to cause as little disruption and inconvenience as possible to patrons of the Airport. Any construction and/or renovations or improvements the Concessionaire has proposed shall be undertaken and completed during the hours the concession is not scheduled to be open or so as to cause as little disruption and inconvenience as possible to patrons or the Airport. For each Calendar Day, or fraction thereof, after 210 calendar days after the Commencement Date of the Agreement that Concessionaire does not commence operation or does not operate, at all permanent Concession locations with construction completed, Concessionaire shall pay the Authority, as liquidated damages, the sum of $2,500.00. The Concessionaire will be required to operate the Concession during the construction period. The Concessionaire must submit its plan as part of its Proposal for operating the Concession during such period (the "Transition Plan"). The Transition Plan should describe whether the Concessionaire will utilize all or a part of the Premises under construction or will operate the Concession from temporary facilities during such period and specify where such temporary facilities will be located.

XIV. **DISADVANTAGED BUSINESS ENTERPRISE CRITERIA AND GOALS**. The following Proposal conditions apply to the Concession Agreement to be awarded. Submission of a Proposal by a Proposer shall constitute full acceptance of these conditions.

A. DBE REQUIREMENTS.

1. In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, the Authority has implemented a disadvantaged business enterprise ("DBE") concession plan under which qualified firms may have the opportunity to operate an airport business. An Airport Concession Disadvantaged Business Enterprise ("ACDBE") goal of 10%, as measured by total estimated annual gross receipts, has been established for this Concession Agreement. The Proposer shall take all necessary and reasonable steps to achieve this goal.

2. DBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23. In the event that the Proposer qualifies as a DBE, the goal shall be deemed to have been met.

3. The Proposer will be required to submit information concerning the DBE firm(s) that will participate in this Concession, including the name and address of each firm, the annual estimated gross receipts to be earned by each named firm, a description of the legal arrangement(s) to be utilized, and the total overall estimated annual gross receipts to be earned by the Concession.

4. If the Proposer will be unable to achieve the DBE goal stated herein, it will be required to provide documentation in its Proposal demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, sublease, partnership, or other eligible arrangement with a DBE firm. The requirements of this paragraph are not intended to require the Proposer to change its business structure.

5. The Authority only recognizes DBEs certified by the Ohio Department of Transportation, Office of Business and Occupational Development.

6. A Proposer that fails to adequately address the foregoing requirements will Be considered unresponsive and will be rejected.

B. COMPLIANCE.

All Proposers are hereby notified that failure to include a plan for DBE participation, in accordance with this Section XIV., may be grounds for declaring such Proposer's Proposal incomplete and may be grounds for disqualification from eligibility for award of the Concession Agreement. Likewise, Concessionaire's failure to carry out its DBE obligation set forth in this Proposal Document, once an award is made and the Agreement executed, shall constitute a breach of contract that may result in termination of the Concession Agreement, or such other remedy as deemed appropriate by the Authority.

C. AWARD OF CONCESSION.

Proposers are hereby advised that meeting DBE goals established by the Authority and identified in paragraph A. 1 above, or making acceptable good faith efforts to meet such goals, are conditions of being awarded the Concession Agreement. The Authority proposes to award the Concession Agreement to a qualified and responsible Proposer which, in the Authority's sole opinion, submits the best Proposal, provided it has met the DBE goals or, if failing to meet the goals, it *has* made acceptable good faith efforts (as defined in 49 CFR 23.3) to meet the established DBE goals. Proposers are advised that the Authority *has* sole authority to determine if a Proposer *has* made an acceptable good faith effort toward meeting DBE goals. The Authority reserves the right to reject any or all Proposals submitted.

D. PROPOSER' S REQUIRED SUBMISSION.

At the time it submits its Proposal under this solicitation, each Proposer must submit the information concerning DBE participation specified in the Proposal Form

E. GOOD FAITH EFFORTS.

If any Proposer fails to meet the DBE goals established herein, information shall be submitted prior to Award of the Concession Agreement to assist the Authority in determining whether or not such Proposer made acceptable good faith efforts to meet such DBE goals. A list of some, but not necessarily all of the kinds of efforts that the Proposer may make, and the Authority may consider in making a determination as to the acceptability of a Proposer's efforts to meet the DBE stated goals, is as follows:

1. Whether the Proposer attended any pre-proposal meetings that were scheduled by

the Authority to inform DBEs of concession opportunities;

2. Whether the Proposer advertised in general circulation, trade association and minority-focus media concerning the subcontracting or joint venture opportunities;

3. Whether the Proposer provided written notice to a reasonable number of specific DBEs that interest in the Concession was being solicited, in sufficient time to allow the DBEs to participate effectively;

4. Whether the Proposer followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;

5. Whether the Proposer selected portions of the Concession to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down participation into economically feasible units to facilitate DBE participation);

6. Whether the Proposer provided interested DBEs with adequate information about the specifications and requirements of the Concession;

7. Whether the Proposer negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;

8. Whether the Proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Authority;

9. Whether the Proposer effectively used the services of available minority community organizations; local, state and Federal disadvantaged business assistance officers; and other organizations that provide assistance in the recruitment and placement of DBEs.

NOTE: The nine items set forth above are merely suggested criteria and the Authority may specify that Proposers submit information on certain other actions a Proposer took to secure DBE participation in an effort to meet the goals. Any Proposer may also submit to the Authority other information on efforts it made to meet the goals.

PROPOSAL FORM

FOOD AND BEVERAGE CONCESSION
YOUNGSTOWN-WARREN REGIONAL AIRPORT

I. The undersigned, having fully examined all the Proposal Documents for the Award of an Agreement for the operation of the Food and Beverage Concession described therein and having become familiar with the specifications, requirements and procedures therefor, hereby proposes and offers to perform all obligations associated therewith and agrees to pay to the Authority a Concession Fee as monthly rent in the following manner for the term of the Agreement and make a minimum initial capital investment in the following manner:

A. The greater of:

i. % of the monthly Gross Receipts generated from the Food and Beverage Concession, including alcoholic beverages and locally based companies that arc National Branded concepts (the Operating Fees). Proposer shall propose a minimum of the following:

Year 1 - 6%	Proposed: _____%
Year 2 - 6.5%	Proposed: _____%
Year 3 - 7%	Proposed: _____%
Year 4 - 7.5%	Proposed: _____%
Year 5 - 8%	Proposed:_____%

plus

ii. Premises Rent at a rate of $2.00 per square foot for the three Food and Beverage Locations. Proposer shall propose a minimum of the following:

Restaurant Space (R-1) 2,950 s.f. - $2.00 per s.f.

Coffee Space (R-2) 500 s.f., - S2.00 per s.f.

Food Court Space (R-3) 525 s.f. - $2.00 per s.f.

Proposed:

Restaurant Space (R-1) - $_____per s.f.

Coffee Space (R-2) - $_____per s.f.

Food Court Space (R-3) - $_____per s.f.

II. Proposal Guaranty: Within 30 calendar days after delivery by the Authority of the Concession Agreement ready for execution and as requested to do so, the undersigned will execute

the Concession Agreement. Attached hereto is a Bank Letter of Credit, DRAWABLE INJEFFERSON COUNTY, OHIO or Surety Bond in the amount of $5,000 payable without condition to the Western Reserve Port Authority, which may be retained by the Authority as liquidated damages, and not as a penalty, in the event the undersigned failed to execute the Concession Agreement in the time specified or otherwise fails to comply with the Proposal Documents.

Ill. Questionnaire and Financial Statement: There is attached hereto the completed Proposer's Experience and Qualification Questionnaire, as required by the Authority, stating the Proposer's experience in the conduct of a Food and Beverage Concession a financial statement, prepared in accordance with generally accepted accounting principles, and other evidence of ability to conduct the Concession satisfactorily, that Proposer certifies it fully meets or exceeds all standards and criteria established by the Authority, as set forth in the Proposal Documents, for operation of the Concession.

IV. Other Evaluation Information and Data: In addition to the information required in paragraphs I, II, and III above, Proposer also submits, as an attachment hereto, all other data necessary to evaluate this Proposal, which shall include, but not be limited to, the following:

A. Concession Fees proposed by Proposer;

B. Economic return to the Authority;

C. Amount of investment in Improvements proposed by Proposer;

D. Extent to which the Proposal meets the objectives of the Concession as set forth in these Proposal Documents;

E. Design of facilities and tenant finishes;

F. Menu Selection, Pricing and Concept Plan;

G. Programs to achieve customer satisfaction;

H. Facilities maintenance schedule;

I. Proposer's financial condition;

J. Disadvantaged Business Enterprise participation (in addition to any other material Proposer wishes to submit regarding DBE participation, Proposer shall submit a completed Exhibit E, attached hereto);

K. Local managers experience;

L. Local/regional/national marketing program, which includes a description of the programs proposed for use;

M. Proposer's overall experience in the services to be provided;

N. Proposer's installation strategy and Transition Plan; and

O. Proposer's Commitment to excellence of service and operation.

V. Proposal Documents: The undersigned hereby acknowledges receipt of copies of the Proposal Documents for the Food and Beverage Concession, acknowledges that the same have been reviewed prior to the execution of this Proposal, and acknowledges that the facilities at the Airport have been inspected, to the extent possible, by the undersigned, who has become thoroughly familiar therewith. The undersigned further acknowledges the right of the Authority to reject any and all Proposals submitted.

VI. Addenda: The undersigned acknowledges receipt of Addenda as listed below and Represents that any additions or modifications to, or deletions from, the conditions, provisions, or services called for m these Addenda, are included in this Proposal.

Addendum No.

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

(Note: If no Addenda have been received, write in "None.")

VII. Affidavit. Attached hereto is the executed and notarized Proposer's Affidavit as required in the Instructions to Proposers.

The undersigned also specifically acknowledges the fact that the Authority's primary responsibility in awarding this Concession is to provide service -- prompt, first class, efficient and courteous service -- to patrons arriving at and departing from the Airport each day, and the undersigned pledges its determination to render that service.

Dated at_____this_____day of _____ 2015.

WITNESS: Signed by:

_____ _____
Proposer

By: _____

_____

Title: _____

PROPOSERS AFFIDAVIT FOR
FOOD AND BEVERAGE CONCESSION

State of _____
SS
County of_____,

Affidavit being first duly sworn deposes and says:

(1) Affiant does hereby state that neither the Proposer nor any of Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount, terms or conditions of this Proposal and has not paid or agreed to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure the Agreement and has not agreed, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer to fix the prices in the attached Proposal or the Proposal of any other Proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states that it has neither recommended or suggested to the Authority, or any of its members, officers or employees, any of the terms or provisions set forth in the Proposal Documents, except at a meeting open to all interested Proposers, of which proper notice was given.

(3) Affiant further states that no officer or stockholder of the Proposer is a member of the Authority or its staff, or related to any members of the Authority or its staff: except as noted herein below:

_____

_____

Signed: _____

Title: _____

ACKNOWLEDGEMENT
(Statutory Short Forms)

1. For a corporation:

State of _____
SS
County of_____,
The foregoing instrument was subscribed, sworn to, and acknowledged before me this ___ day of _____ 2015, by

_____ of _____
(Name and title of officer or agent) (Corporation)

a _____ corporation, on behalf of the corporation.
(Where incorporated)

_____

_____
Notary Public

My commission expires: _____

2. For a partnership:

State of _____
SS
County of_____,

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____day of _____, 2015, by

_____ partner (or agent) on behalf of
(Acknowledging partner or agent)

_____, a partnership.
(Name of partnership)

_____

_____
Notary Public

My commission expires: _____

3. For a joint venture:

State of _____
SS
County of_____,

The foregoing instrument was subscribed, sworn to, and acknowledged before me this

_____day of_____2015,

by _____, of_____
(Name and title of officer or agent) (Joint Venture)

on behalf of the joint venture.

_____

_____
Notary Public

My commission expires: _____

4. For a limited liability company:

State of _____
SS
County of_____,

The foregoing instrument was subscribed, sworn to, and acknowledged before me this

_____day of_____, 2015, by

_____, of _____
(Name and title of officer or agent) (Limited Liability Company)

on behalf of the limited liability company.

_____

_____
Notary Public

My commission expires: _____

5. For an individual acting in his own right:

State of _____
SS
County of_____,
The foregoing instrument was subscribed, sworn to, and acknowledged before me this

_____day of_____, 2015, by

_____
(Person acknowledging)

_____

_____
Notary Public

My commission expires: _____

PROPOSER' S EXPERIENCE AND QUALIFICATIONS QUESTIONNAIRE

FOOD AND BEVERAGE CONCESSION
YOUNGSTOWN-WARREN REGIONAL AIRPORT

The Proposer hereby certifies the truth and correctness of all statements and of all answers to questions herein. Omissions, inaccuracy, or misstatement may be cause for rejection of a Proposal. All information requested in this questionnaire must be furnished by the Proposer and must be submitted with the Proposal. Statements must be complete, accurate and in the form requested. If more space is necessary for answering any of the questions in this questionnaire, use the reverse side of the pertinent page or additional sheets as required.

1. Name and address of Proposer exactly as it should appear on the Concession Agreement.

_____
_____
_____
_____

2. Address of Proposer, if different from above, for purposes of notice or other communication relating to the Proposal and Concession Agreement. (If Proposer is other than an individual, provide the name of an individual who is authorized to answer for Proposer):

_____
_____
_____
_____

Telephone Number _____

Fax Number _____

Email _____

3. Proposer intends to operate the Concession with which this Proposal is concerned as a Sole Proprietor __; Partnership __; Corporation __; Limited Liability Company __; Joint __
Explain: _____
_____
_____
_____
_____

4. If Proposer is a franchisee or licensee of a national firm, Proposer should also provide information for such parent or authorizing firm, as appropriate, as is required to be furnished by the Proposer on the following pages.

_____
_____
_____

CORPORATION STATEMENT

If a corporation, answer the following:

1. When incorporated? _____
2. Where Incorporated (state)? _____
3. Is the corporation authorized to do business in Ohio?

   Yes __ No __

   If so, as of what date? _____
4. Furnish the following information on the principal officers of the corporation.

NAME	TITLE	ADDRESS

PARTNERSHIP STATEMENT

If partnership, answer the following:

1. Date of Organization _____
2. General Partnership __ Limited Partnership __
3. Has the partnership done business in Ohio?

   Yes __ No __
4. Name and address of each general partner:

NAME	ADDRESS

LIMITED LIABILITY COMPANY STATEMENT

Limited Liability Company, answer the following:

1. When established? _____

2. Where established (state)? _____

3. Is the company authorized to do business in Ohio?

   Yes __ No __

   If so, as of what date? _____

4. Furnish the following information on the members of the limited liability company.

NAME	TITLE	ADDRESS

JOINT VENTURE STATEMENT

If joint venture, answer the following:

l. Date of Organization _____

2. Has the Joint Venture done business in Ohio?

   Yes __ No __

   When? _____

3. Name and address of each Joint-Venturer:

Name	Address

SOLE PROPRIETORSHIP

If Sole Proprietorship, furnish the following:

Proprietor's Name in Full _____

Address _____

Company Name _____

Company Address _____

How long in business under this Company name?_____

STATEMENT OF QUALIFICATION AND EXPERIENCE

General Information:

1. Name of Proposer _____

2. Number of years Proposer has been engaged in operating Food and Beverage Concessions _____. Indicate beginning and ending year_____

3. What is the nature of your experience in Food and Beverage Concessions, and state the number of persons you presently employ in such operations.(Attach answer)

4. Submit a list of representative locations, which does not need to be inclusive of all locations in Proposer's portfolio, including airports, where you have provided Food and Beverage Concession services, including name, dates and term of contracts, annual gross receipts and annual rent paid to landlord, rent structure and lease area.

5. For each location above in paragraph 4, describe (i) the proposed product/menu items offered for sale at each location, (ii) breadth of product line, (iii) incorporation of branded products in the concept, (iv) space planning, (v) specific product categories to be offered, and (vi) the "signature" products and services for which the brand is best known. (Attach answer).

6. Give name, location and dates of Food and Beverage Concession contracts, if any, that have been terminated within the past five years either voluntarily or involuntarily, prior to the expiration of their term and also list any judgments terminating, or any pending lawsuits for the termination of Food and Beverage Concession(s) operated by you within the past five years. (Attach answer)

7. Food and Beverage Concession(s) operated by you within the past five years. (Attach answer).

8. Names and experience of key personnel, including resumes. (Attach answer).

9. Total number of service personnel proposed to be employed at the Airport _____ Total of all other proposed personnel within the company _____

10. List Banking References (including full address, telephone number and name of account representative. (Attach answer).

11. Give names and addresses of at least four references, two references as to your financial ability and two as your technical ability to carry on the business. Reference letters from responsible persons may be submitted. (Attach answer).

12. Pursuant to Section VII. RATES AND CHARGES of the General Conditions, provide three Price Comparison Locations. Each Price Comparison Location shall include name of store, address, phone number and driving miles from Airport. Provide detail on the frequency with which Price Comparisons will be conducted. (Attach answer).

13. Provide an organizational chart of your company specific to the Concession operated at the Airport. (Attach answer).

14. Explain your ability to provide a "live" point-of-sale data feed to Airport staff (Attach answer).

15. Explain your mystery shopper program, if any, and how it will be implemented at the Airport. (Attach answer).

16. Explain your on-going maintenance plan and janitorial plan for preventive maintenance, cleaning schedules, etc. for the Premises and equipment within. (Attach answer).

17. Other information Proposer may wish to furnish. (Attach additional pages if necessary).

1. FINANCIAL STATEMENTS:

Submit a Balance Sheet and an Income Statement prepared in accordance with generally accepted accounting principles, reflecting your current financial condition In addition; submit a copy of your last annual report prepared by an independent accountant who is not a regular employee of the Proposer. (Please attach) PLEASE CERTIFY BY ATTACHING WRITTEN ACKNOWLEDGEMENT THAT AT THE TIME OF SUBMITTING SUCH FINANCIAL STATEMENTS OR REPORTS, THE PROPOSER'S FINANCIAL CONDITION IS APPROXIMATELY THE SAME, OR BETIER, AT THE TIME THE PROPOSAL IS SUBMIITED, AS IT WAS STATED OR REPORTED BY THE CERTIFIED PUBLIC ACCOUNTANT. . IF THE PROPOSER'S FINANCIAL RESPONSIBILITY HAD CHANGED, THE PROPOSER SHALL QUALIFY THE PUBLIC ACCOUNTANT'S STATEMENT OR REPORT TO REFLECT THE PROPOSER'S TRUE FINANCIAL CONDITION AT THE TIME SUCH QUALIFIED STATEMENT OR REPORT IS SUBMITTED TO THE AUTHORITY.

2. SURETY INFORMATION

Have you ever had a bond or surety cancelled or forfeited? Yes __ No __

If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

_____

_____

_____

_____

_____

3. BANKRUPTCY INFORMATION:

Have you ever been declared bankrupt? Yes __ No __

If yes, state date, court jurisdiction, amount of liabilities and amount of assets.

_____

_____

_____

_____

_____

The undersigned hereby attest to the truth and accuracy of all statements, answers and representations made in this Questionnaire, including all supplementary statements attached hereto (individual, partner, joint venture, authorized officer of corporation).

_____ Title _____

_____ Title _____

_____ Title _____

_____ Title _____

[SEAL]

FOOD AND BEVERAGE CONCESSION LEASE AGREEMENT

THIS FOOD AND BEVERAGE CONCESSION LEASE AGREEMENT entered into this _____ day of _____, 2015, by and between the WESTERN RESERVE PORT AUTHORITY, ("LESSOR" or "AUTHORITY"), and _____a _____ corporation, ("LESSEE"),

Witnesseth:

WHEREAS, Lessor is the owner of Youngstown-Warren Regional Airport, on which is located a building known as the Airport Terminal; and

WHEREAS, in said Airport Terminal there is a Food and Beverage Concession space to include restaurant space containing a bar and kitchen, and other Food and Beverage facilities; and

WHEREAS, the Director of Aviation, being the officer having custody and control thereof, finds that this restaurant space in the Airport Terminal is not needed for any other purpose during the lease term set forth; and

WHEREAS, the Board of the Western Reserve Port Authority, by motion, duly passed on _____ , 2015, has determined that it is in the best interest of the Western Reserve Port Authority that said premises be leased to _____ and has authorized the Director of Aviation to enter into a contract of lease for said Food and Beverage space; now, therefore,

BE IT AGREED by and between the Lessor and Lessee:

1. Lessor, in consideration of the fees, rents and covenants hereinafter stipulated to be paid and performed by Lessee, does hereby grant, demise and lease unto said Lessee, its successors and assigns, the following described premises, to with:

Being i.) 2,950 square feet of the first floor of the Landside Airport Terminal consisting of that portion of the Northwest side of the first floor known as the restaurant, kitchen and bar, ii.) 500 square feet of the Landside Airport Terminal known as the vending

area, and iii.) 525 square feet of the first floor of the Airside Terminal main passenger hold room known as the food court as identified in Exhibit A, to have and to hold the same, with the appurtenances thereto, unto said Lessee, its successors and assigns, for and during the full term of five (5) years next ensuing from September 1, 2015 and to be fully completed and ended on August 31, 2020. Lessor hereby grants to Lessee the option to renew this Lease Agreement for one (1) additional term of five (5) years by giving written notice to the Authority not more than one-hundred eighty (180) days and not less than ninety (90) days prior to the beginning of the term.

2. i) Lessee shall pay as operating fees in the first year Six percent (6.00%) of the gross receipts received from the operation in the next preceding calendar month. Operating fees shall then increase the first month of the second year to Six and one half percent (6.50%) of the gross receipts received from the operation in the next preceding calendar month; then increase the first month of the third year to Seven percent (7.00%) of the gross receipts received from the operation in the next preceding calendar month; then increase the first month of the fourth year to Seven and one half percent (7.50%) of the gross receipts received from the operation in the next preceding calendar month; and then increase the first month of the fifth year to eight (8.00%) percent through the end of the fifth year. Operating fees for any additional five (5) year terms shall be negotiated between the Lessor and Lessee not less than ninety (90) days prior to the beginning of the additional terms. All fees shall be payable on or before the 10th day of each month beginning September 1, 2015.

ii) Lessee shall also pay as rent for the three Food and Beverage locations in the terminal at a rate of $2.00 per square foot for the entire 5 year term. Rent for any additional five (5) year terms shall be negotiated between the Lessor and Lessee not less than ninety (90) days prior to the beginning of the additional terms. All rent shall be payable on or before the 10th day of each month beginning September 1, 2015.

3. Lessee agrees to operate based on the current airline and charter schedule as identified in Section 4.C. Upon initiation of daily scheduled service, the restaurant shall be operated on not less than a daily basis, including all holidays, during the hours of 11:00 a.m. to 7:00 p.m., unless

other operating hours are approved in writing by Lessor. Lessee may operate restaurant during breakfast hours and the bar after 7:00 p.m., without consultation with Lessor.

4. Lessee for itself and for its administrators and assigns does hereby covenant and agree with Lessor, its successors and assigns:

a. Lessee hereby accepts the demised premises in its current condition as being suitable for its business operations. Lessee hereby acknowledges that the demised premises and personal property supplied by the Lessor shall be surrendered to the Lessor at the end of the Lease, in its current condition, normal wear and tear, and allowance for breakage, excepted.

b. That the leased premises shall be used and occupied only by Lessee and shall be used by Lessee for the operation of a full-service restaurant and bar selling food and alcoholic beverages, serving a wide variety of breakfast, lunch, dinner, snack and beverage items, and for no other purposes. "Full-service restaurant" shall mean the provision by the Lessee of lunch and dinner service to the general public. Breakfast service may be provided at Lessee's option.

c. Lessee agrees to be open for service a minimum of two hours prior to and one hour after scheduled or unscheduled F.A.R. Part 121 operations at the Youngstown-Warren Regional Airport. Lessor agrees to provide Lessee or have provided Lessee with a schedule of all such flights. Any reduction in service to this schedule shall require prior approval of the Lessor’s Director of Aviation.

d. Pricing of product shall be at a regional popular pricing for similar product and Lessee shall provide a 15% discount on all regular price menu and bar items to all employees of the Port Authority, Fixed Base Operation, TSA, Airlines and other tenants of the Port Authority who provide airport ID media (badge) during their normal work hours.

e. That Lessee shall pay said rent in the manner aforesaid.

f. That for the rents that are to be paid by said Lessee, its successors and assigns, a lien is hereby reserved upon the premises, to include all fixtures, notwithstanding paragraph eight (8) of this document, hereby leased in favor of said Lessor, its successors and assigns.

g. Lessee shall maintain the leased premises in a clean and orderly condition, and will not suffer or commit any waste or nuisance on the premises; and will not cause or permit any debris or foreign objects in open spaces.

h. Lessee shall not assign this Lease, nor sublet said premises or any part thereof without the written consent of Director of Aviation, which shall not be unreasonably withheld.

i. Lessee agrees that the Lessor, its agents or employees may enter upon said leased premises with any needed equipment at any reasonable time for the purpose of examining the conditions on the premises or compliance with the provisions of this lease.

j. Upon the cancellation or termination of this agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the leased premises to Lessor in the same condition as they are at the time of the commencement of the terms hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the improvements for which insurance proceeds are received by Lessor provided such proceeds are adequate to repair or replace the improvements. Upon such cancellation or termination the Lessor may re-enter and repossess the leased premises together with all improvements and additions thereto, except those fixtures and improvements referred to in Paragraph 8, or pursue any remedy permitted by law for the enforcement of any of the provisions of this agreement, at Lessor's election. Provided always that in case the said premises or any part thereof or the whole or any part of the building of which premises are a

part, shall be destroyed or damaged by fire or other casualty not the fault of Lessee, so as to be unfit for occupancy, then the rent shall be abated during such period, and in case said premises are thereby rendered permanently unfit for occupancy, then the Lessee may at his option terminate this lease and surrender said premises. In the event said premises shall, before expiration of the lease term, be repaired or rebuilt, then upon the completion of said repairs or rebuilding, the said Lessee shall have the option to lease said premises for a term not longer than the time which remains under the provisions of this lease and at rents above specified.

k. Lessee shall pay all utility payments to the respective utility company, when due, for separately metered utilities. For utilities that are not separately metered, the utility charge set forth herein shall be due and payable on and before the first day of each month.

l. Lessee shall allow special functions, Port Authority / Airport meetings, and other approved activities in the restaurant, provided Lessee is previously notified.

m. Lessee shall pay all real estate taxes levied on the demised premises. Lessee shall pay all Ohio Sales Taxes, Workers' Compensation, and Unemployment Compensation charges to the State of Ohio, and any and all other taxes, levies and charges that may be applicable to the demised premises and tenant's operations, and shall provide evidence to Lessor of such payments upon request.

n. Lessee shall pay the costs of any license renewal to the State of Ohio, Department of Liquor Control, and shall at all times keep the liquor license in good standing. Lessee shall surrender rights to the liquor license upon termination of this Lease, and shall cooperate in the transfer of the license to another entity designated by Lessor.

5. Lessee shall keep accurate accounts and records of the gross receipts covering all business done or transacted in the operation of said restaurant, bar and food-service business; said records and accounts shall be open to inspection by the Lessor at all

reasonable times. Gross receipts, as used in Paragraph 2 are defined as receipts from the sale of food and beverages on or from the restaurant premises, the administration building premises, the airport premises and all receipts from the sale price of all merchandise of every sort whatsoever sold regardless of the method of delivery, and the charges for all services performed and all other income of any kind arising from operation of the business including but not limited to catering, contract meals and banquet service, but excluding all sales tax.

6. Lessee shall furnish to Lessor on or before the 10th of each month, a written sworn statement and report of all gross receipts from operation of said restaurant and bar business for the preceding month as shown by Lessee's records and accounts. Lessee agrees to exhibit, upon request of Lessor, cash register receipts, meal checks, copies of federal income tax returns, purchase orders and receipts for food and beverage, and state sales tax reports of the operation of said restaurant and bar business. Lessee shall use the forms identified in Exhibit B for the monthly reporting of gross revenues and payment of rent.

7. Lessor shall keep in good repair the building structure and appurtenances, all plate glass, heating and air conditioning systems owned by Lessor, existing main, conduits pipes and conductors to supply water, gas, electricity and heating to the premises. Any sewer maintenance or repairs necessitated by improper use of the garbage disposal system shall be the responsibility of the Lessee. Lessee shall positively control grease products, their entry into the drainage system and shall have the main floor drain routed at least once each calendar quarter and as often as required to keep it clear. Lessee will make no alterations or additions in or to said premises without the written consent of the Lessor. Lessee shall make no additions of appliances or fixtures, which will overload the existing facilities for supplying water, gas, heating, electricity, or other utilities to or from the premises. Lessor shall, during the term of the Lease, at its expense and discretion, provide snow removal services for all parking areas pertinent to the Leased Premises. Lessee shall be permitted to make reasonable improvements to the Premises by way of painting, decoration and similar improvements, at Lessee's cost. As used herein, "improvements" shall mean any carpeting, wallpaper, paneling, trim,

window treatment, drapes, rods, curtains, lighting, and such other materials or things which are attached to the floor, walls or ceiling of demised premises, to include but not be limited to; kitchen stove and vent, bar and service counters. No structural changes shall be made without the express prior consent of the Lessee's Director of Aviation. Lessee agrees to surrender the demised premises to the Lessor at the termination of the Lease, and any extension thereof, along with any improvements, which shall become the property of the Lessor.

8. Lessor shall provide free parking to Lessee's patrons in the controlled/paid parking area for up to two hours, or other Port Authority approved parking area. Any abuse of such parking arrangement by Lessee shall be grounds for termination of this Lease Agreement, or loss of parking privileges.

9. Lessee shall bring all utilities it desires to use into the said premises; installation, alterations and improvements shall be subject to approval of the Director of Aviation, which shall be obtained in writing prior to installation. Lessee shall pay for all electric, gas, water sewage, telephone or other utility services furnished to the leased premises.

10. Lessee shall maintain and keep in good condition the interior and all existing fixtures furnished by Lessor. Lessee shall furnish and maintain all other fixtures, decorations and furniture of a type and style, and in such manner as approved by Lessor. All fixtures or equipment as shall be installed in the leased premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by Lessee at the expiration or termination of this lease except for the bar, back bar, mirrors, flooring, carpet, wall-coverings, lighting fixtures, walk-in refrigeration units, ice machine, air conditioners and items referred to in Paragraph 4. j., which upon expiration shall become property of the Lessor provided, however, the Lessee shall at his own expense repair any injury to the premises resulting from such removal, reasonable wear and tear accepted.

11. Lessee shall make complete and proper provisions for the frequent and adequate sanitary handling and disposal away from the Airport, of all trash, garbage, and other refuse

caused by the result of the occupying of the premises. Lessee shall share a covered trash receptacle and split the cost of the service with Lessee. Lessee will be invoiced for one half the cost of the trash receptacle on a monthly basis. Accumulation of boxes, bottles, cans, cartons, barrels, pallets or other similar items in an unsuitable or unsafe manner on or about the premises is forbidden.

12. Lessee shall indemnify and save harmless the Lessor from and against any and all claims of liability, damage or loss to person or property which may arise or grow out of the occupancy of said premises by the Lessee, or out of any act of the Lessee, Lessee's employees, agents, invitee or licensees.

13. Lessee at its own cost at all times shall carry and maintain Commercial and Public Liability, Property Damage and Fire insurance in companies and form acceptable to the Director of Aviation to protect the Port Authority. Said Commercial and Public Liability coverage shall be in minimum amounts of One million and 00/100 Dollars ($1,000,000.00) per person and One Million and 00/100 Dollars ($1,000,000.00) in the aggregate. The coverage shall include Tavern Keepers Liability, which may be included in the Commercial and Public Liability Policy. Regardless of the minimum coverage amounts set forth herein, Lessee agrees to annually review and adjust as appropriate the amounts to assure adequate protection for the Port Authority throughout the term and renewal terms hereof. All such insurance policies shall include as insured the Port Authority and _____as their interests appear. Lessor's interest includes its reasonable expectation of the premises in good condition at termination or cancellation of this lease. Such policies or written evidence of their existence shall be delivered to Lessor at the time of execution of this lease and at least 10 days prior to annual expiration date hereafter, and Lessee shall be given written evidence that premiums on such policies are in full force and effect. In the event-such premiums are not paid, the Lessor shall have the right to pay the same and charge the same as part of the rent therein.

14. Said policies shall cover the leased premises and all of the improvements existing on the leased premises at the time the policy is in effect. In case of any damage to or

destruction to any existing or future leasehold improvements on the leased premises, all insurance proceeds together with any interest thereon shall be payable to both Lessor and Lessee which proceeds and interest shall be used to build-out, repair, rebuild, and restore leasehold improvements to their new or previous condition, and to the reasonable satisfaction of the Lessor, whether or not Lessee remains in occupancy of the leased premises. Any insurance proceeds or interest thereon remaining after said repair, rebuilding and restoration shall be the property of the Lessee.

15. The Lessee will conform to, obey and comply with all present and future laws, ordinances, rules, regulations, requirements and orders of the State of Ohio and the Western Reserve Port Authority to the extent they are applicable to the premises leased herein. In the event Lessee fails to comply with any laws, ordinances, rule, regulation, requirement or order of any governmental authority, aforesaid, the Lessor, after notifying Lessee, shall have the right to enter the premises and complete necessary compliance if Lessee has not corrected its failure, and any costs incurred therein properly chargeable to Lessee shall be immediately due and payable as rent herein. In the event of any enforcement action taken by a government entity regarding Lessee's operations, Lessee shall be solely responsible for any such penalties that pertain to any such government enforcement action. In the event of any fine or civil penalty, Lessee shall be solely responsible, and shall pay the same in a timely manner. In the event that Lessee's food service operation or liquor license is suspended as a result of any such enforcement action, Lessee's duty to comply with all terms of this Lease, including payment of rent, shall continue in force during any period of suspension.

16. Notices to the Authority provided herein shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Western Reserve Port
Authority Youngstown-
Warren Regional Airport
1453 Youngstown-
Kingsville Rd. NE Vienna,

Ohio 44473;

Notices to Lessee if sent by certified or registered mail, postage prepaid, addressed to:

_____

Youngstown-Warren
Regional Airport 1453
Youngstown-
Kingsville Rd. NE
Vienna, Ohio 44473

17. It is mutually agreed by the parties that this lease and all terms, conditions, and provisions herein shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, provided however that in the event operation of the business by successors and assigns in any six month period of the first year of said operation shall result in gross receipts being less than eighty-five percent (85%) of gross receipts for the same six month period of the preceding year, then Lessee shall compensate Lessor for the difference between the rental payments based on the actual receipts for the aforesaid six months period in an amount equal to eighty-five percent (85%) of the gross receipts for the same six months period of the preceding year. Additionally, Lessee covenants and agrees that it will, not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent by the Lessor, which consent shall not be unreasonably withheld.

18. If the rent specified herein, or any part thereof, shall remain unpaid for ten (10) days after it shall become due, without demand made therefore; or if said Lessee shall assign this lease or underlet said leased premises or any part thereof, or if said Lessee's interest therein shall be sold under execution or other legal process, without the written consent of Lessor, its successors or assigns, or if said premises or any part thereof shall be used in violation of any law relating to intoxicating liquor; or if said Lessee or any assignee

of this lease shall make an assignment for the benefit of its creditors; or if proceedings in bankruptcy shall be instituted by or against Lessee or any assignee; or if a receiver or trustee be appointed for the property of Lessee or any assignee; or if this lease by operation of law passes to any person or persons except as specifically provided herein; or if said Lessee or any assignee shall fail to keep any of the other covenants of this lease; it shall be lawful for Lessor, its successors and assigns into said premises to reenter and the same to have again, to repossess and enjoy as its first and former estate; and thereupon this lease and everything herein contained on said Lessor's behalf to be done or performed shall cease, terminate and be utterly void.

19. Either Lessor or Lessee may terminate this Agreement at any time by notifying the other party of their intentions, in writing, at least ninety (90) days prior to the date of termination. Upon termination of this agreement, Lessor shall immediately vacate the premises and remove all of its personal property therefrom. Any personal property remaining in the Premises thirty (30) days after the termination shall be considered abandoned and the Lessee may dispose of said property at its discretion and retain any proceeds as damages.

20. Lessor, for itself and for its successors and assigns, covenants and agrees with said Lessee, its successors and assigns that said Lessee paying the rents and observing and keeping the covenants of this Lease Agreement on its part to be kept, shall lawfully, peacefully, and quietly, hold, occupy, and enjoy said premises, during the said term, without any let, hindrance, objection or molestation by said Lessor or its successors or assigns, or any person or persons lawfully claiming under them.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the LESSOR by and through Daniel J. Dickten, A.A.E., its Director of Aviation, authorized by motion, duly passed by the Western Reserve Port Authority Board of Directors on this ___day of _____ ,2015, and the LESSEE, through _____ it's _____ on this ____ day of _____, 2015.

WESTERN RESERVE PORT AUTHORITY

By: _____

Daniel J. Dickten, A.A.E.

Director of Aviation

LESSEE

By: _____

Name

Title

APPROVED AS TO FORM:

By: _____

Daniel G. Keating, Esq.

Keating Law

170 Monroe St., NW

Warren, OH 4448

Exhibit A

Premises