

Notice of Request for Qualification
Statement of Qualifications

Aerostar Airport Holdings, LLC., the operator of the Luis Munoz Marin International Airport (Airport) and Part 139 Certificate Holder is requesting Statements of Qualifications from consultants interested in providing professional airfield engineering and general architectural services for a five (5) period, supporting airfield, landside, infrastructure and facilities development under the Airports Capital Improvement Program; as outlined in the remainder of this document.

Written statements will be received until 2PM AST, on May 24th, 2019. All submittals received after the imposed deadline will be returned unopened to the proponent. All such statements will be addressed to:

Aerostar Airport Holdings, LLC
ATTN: Pablo G. Auffant, P.E.
Planning & Development Director
Luis Munoz Marin International Airport
Terminal D Ground Level
Carolina, P.R. 00983
Tel. (787) 289-7240

And clearly marked:

STATEMENT OF QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
LUIS MUNOZ MARIN INTERNATIONAL AIRPORT
CAPITAL IMPROVEMENT PROGRAM – GENERAL CONSULTING SERVICES
(PROCUREMENT #PD-2019-_____)

Any questions and/or comments concerning this request shall be directed in writing, via email to p.d@aerostarairports.com. Aerostar will not responsible for any oral instructions with respect to this Notice. Questions will be received until 5PM AST May 17th, 2019. Inquiries made after this date and time, will not be considered.

AIRPORT INFORMATION

The Luis Munoz Marin International Airport SJU, Puerto Rico is a Category X facility as defined by the Federal Aviation Administration and is located within the territorial boundary of the United States of America. As a result, of a Port of Entry designation the facility operates a full Department of Homeland Security, Customs and Border Protection Federal Inspection Services (FIS) facility and fall under the jurisdiction of the Federal Aviation Administration. The airport is fully eligible under all applicable sections of the Airport Improvement Program and actively collects Passenger Facility Charges.

On February 27, 2013 the Federal Aviation Administration under the Airport Privatization Pilot Program, working with the Puerto Rico Ports Authority and Commonwealth Government Development Bank completed the assignment of operational rights to Aerostar Airport Holdings, LLC., the rights to a 40-year operating concession, and granting of the FAA Part 139 Operating Certificate, under CRF 49 of the United States of America.

SJU is presently home to the Puerto Rico Air National Guard, which maintains an active C-130 Hercules operation; home to the PRANG 156th Airlift Wing and the 198th Airlift Squadron.

The Airport's existing runway system includes Runway 8/26 (north) and Runway 10/28 (south) of the Terminal Area, these surfaces are served by a network of taxiways, including two aircraft rated taxiway bridges located on the western side of the airfield. Runway 8/26 is 200 x 10,400 feet in length and has fully equipped CAT I ILS, Runway 10/28 is 150 x 8,016 and operates a CAT I ILS. SJU is the largest airport in the central Caribbean and accommodated approximately 8 million total passengers in 2018. SJU is also home to multiple air cargo operators and has a significant number of general aviation operations serving a mix of corporate and recreational flyers.

Landside facilities include a full two-level (arrivals/departures) curbside operation, a six-level parking structure, several surface lots, a full complement of rental car operations, fuel farm, ARFF Station, FAA ATCT, FAA CERAP and NWS Station.

SCOPE OF THE PROJECT

Aerostar Airport Holdings is seeking to contract up to 3 consulting firms capable of providing the required professional Architectural and Engineering services in support of the on-going capital improvements and operating projects at the Airport. Please note that the focus of the proposal should be on the capabilities of the Prime design firm, while sub consultant capabilities may be required to meet DBE requirements and to fulfill certain project elements, the abilities of the submitting firm and proposed Project Manager to provide the required professional services is of utmost importance. Projects may be partially funded through a mixture of sources, including but not limited to Airport Improvement Program, Passenger Facility Charges, Other Transaction Agreements, Sponsor funds, additional grants and other alternative funding vehicles will be pursued, and selected firms will be expected to execute project(s) under multiple process guidelines.

The consultant on occasion will be required to serve as an extension of staff on certain assignments and may be requested to assist in coordination with the Federal Aviation Administration. Complete knowledge of FAA requirements as relating to planning, design and construction is of critical importance; all firms requesting consideration must provide information related to this operational imperative. In addition, all firms requesting consideration must have in place prior to the submittal of Statement of Qualifications – all

required licenses and certifications permitting the practice of Architecture and Engineering services within the Commonwealth of Puerto Rico. (Need licensed professional to sign-seal construction documents- Construction Manager does not require)

Potential Assignments Anticipated:

- 1) Aviation Planning associated with execution of design assignments
- 2) Pre-design, schematic and concept development
- 3) Project schedule and phasing documents
- 4) Airfield pavement Design (Runway/Taxiway/Apron)
- 5) Airfield Electrical Design (Lighting/Vaults/NAVAID)
- 6) Aircraft Hangars and Cargo Buildings (Renovations/New Construction)
- 7) Aeronautical and Non-Aeronautical facility assessment
- 8) Bid and Award Services
- 9) Fixed Base Operators
- 10) Federal Inspection Facilities (including GAFIS)
- 11) Applicable Environmental Services and Permitting
- 12) FAA Grant Application Support (as requested)
- 13) Updated Airport Layout Plans (as requested)
- 14) Conduct FAA Independent Cost Estimates
- 15) Assist in the preparation of exhibits, reports, cost estimates and other documentation as directed
- 16) Construction Management Administration, Resident Engineering Services
- 17) Geotechnical Evaluation
- 18) Professional Surveying
- 19) Site Development
- 20) Quality Assurance/Assessment and Control reviews
- 21) Applicable Aviation/Airport IT and GIS services
- 22) Sustainability Master Plan
- 23) DOT Standards Pavement & Bridge Works.

The above list is not meant to be complete listing of all services that may be required or those guaranteed under the anticipated assignment, but representative of project types generally associated with air carrier airport improvement program. Selection of firms under this agreement does not guarantee a predetermined scope and fee assignment, but merely that submitting firms maybe qualified for consideration.

SUBMISSION OF STATEMENT OF QUALIFICATIONS

Interested consultants should submit one (1) original and three (3) copies, plus one electronic version (PDF) of the required SOQ/RFQ not later than 2PM AST May 24th, 2019 in a sealed clearly marked package to the individual and address identified in preceding section. Submittal received after the identified date and time will be returned unopened and excluded from further consideration.

The submittal shall include:

1. Statement of Interest and letter of introduction – Limited to 2 pages
 - a. Provide name of and general description of firm and applicable team members; focusing on Prime and proposed project manager
 - b. Identification of key sub consultants (if any)
 - c. DBE team members and strategy
 - d. Location of office(s) that will support/perform work task(s)
2. Project Approach/Understanding – Limited to five pages
 - a. Present the consultant team, as applicable and describe the general approach to working within standard FAA protocols for project execution and documentation from planning through the final delivery process including construction. Also describe your firm's experience working with privatized airport operators, identification of opportunities for cost controls, and managing a competitive bid process. Describe opportunities to streamline accelerated design timelines, and ability to meet FAA grant funding deadlines. Also describe your firm's proposed Quality Control processes, beginning with the design process and continuing through construction closeout.
3. Experience and Qualifications (Prime) – applicable projects within last five (5) years – Limited to 10 pages; two projects per sheet
 - a. Airfield Pavements
 - b. Airfield Systems
 - c. Landside Design
 - d. Other Projects
4. Experience/Qualifications Role (Subs) – applicable projects within the last five (5) years – limited 5 pages; two projects per sheet
 - a. Airfield Pavements
 - b. Airfield Systems
 - c. Landside Design
 - d. Other Projects
5. Project Team
 - a. Organization Chart – Single page 11x17
 - b. Project Manager – Resume and Availability
 - c. Other key project discipline leads – Resumes and Availability
6. SF Form 330
 - a. Prime Consultant
 - b. Sub Consultant(s)
7. Business Licenses and Certification
 - a. Prime Consultant Only
 - b. Proof of Insurance (ACORD Certificate)

8. Statement Affirming DBE Participation

- a. Certified Document (Notarized) confirming Prime consultant’s firm intent to comply with DBE goals and objectives established under Federal guidelines.

9. Miscellaneous Supporting Documentation (Not to exceed 20 pages)

STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

The selection process shall in accordance with FAA Advisory Circular 150/5100-14E, Architectural, Engineering and Planning Consulting Services for Airport Grant Projects. The selection panel will use the following criteria and point distribution to evaluate the Statement of Qualifications.

SELECTION CRITERIA	Maximum Points
1. Consultant related project experience, qualifications, expertise and ability to perform the identified and/or requested aspect of the project.	15
2. Experience and qualifications of Project Manager based upon professional qualifications, reputation, and knowledge of FAA regulations, policies, procedures and funding requirements.	25
3. Experience and qualifications of key project discipline leaders based upon professional qualifications, reputation, and knowledge of FAA regulations, policies, procedures and funding requirements.	10
4. Current workload and ability to achieve deliverable milestones meet scheduled deadlines.	5
5. Ability to deliver projects on or within established budgets.	5
6. Capability of proposed office network to perform assigned work tasks	5
7. DBE Participation statement of compliance	5
8. Vast Knowledge in local Industry resources.	20
9. Consultants approach to project execution and working with privatized airport operator.	10
Maximum possible points	100

GENERAL INFORMATION

Aerostar Airport Holdings, LLC., will review the submitted SOQ and reserves the right to select qualified firms solely from submittals but may later invite the most qualified firms to present qualifications and/or conduct an individual interview with the proposed project manager.

Aerostar Airport Holdings, LLC., reserves the right to reject all proposals, to advertise for new proposals or cancel the process in its entirety.

Receipt of the Statement of Qualifications shall in no way obligate Aerostar Airport Holdings, LLC., to enter into any form of agreement with any proponent.

Aerostar Airport Holdings, LLC., shall not be responsible for any costs associated with the submission of this Statement of Qualifications.

The Statement of Qualifications shall become the property of Aerostar Airport Holdings, LLC.

Aerostar Airport Holdings, LLC., reserves the right to engage other consultants as it may deem necessary in the execution of future projects.

Project Insurance Requirements

Tenant/Contractor/Concessionaire or Vendor Name:			
Business or Project Description:			
Aerostar Responsible Person:			
<u>The Certificate of Insurance with the coverages set forth herein shall be delivered to Aerostar PRIOR Contractor's, Supplier's or Concessionaire's commencing operations in SJU. Certificates shall be in Accord 25 form.</u>			
Aerostar Airport Holdings, LLC Minimum Insurance Requirements			
I. Insurance Policy			
A. Liability			
Commercial General Liability:			
	1,000,000	Each Occurrence and aggregate	<input type="checkbox"/>
	1,000,000	Products - Completed Ops Aggregate	<input type="checkbox"/>
	1,000,000	Personal & Advertising Injury	<input type="checkbox"/>
	500,000	Care Custody & Control -Security & Janitorial Services only)	<input type="checkbox"/>
	300,000	Crime Insurance w/ Employee Dishonesty - Security & Janitorial Services only	<input type="checkbox"/>
	100,000	Fire Damage	<input type="checkbox"/>
	10,000	Medical Expenses - per person	<input type="checkbox"/>
Fuel Operations:			
For any and all operations associated with Fuel Distribution, fuel storage or delivery , minimum limits of \$10,000,000 per occurrence, Products-Completed Ops and General Aggregate will be required. Aerostar reserves its right to increase limits considering the proposed Fuel Operation.			
B. Auto Liability (Must provide one of the following coverages depending on vehicle access needed)			
Public Area Access	1,000,000	Combined Single Limit for bodily injury and property damage for any, owned, non-owned or hired autos/vehicles.	<input type="checkbox"/>
Restricted Area Access	5,000,000	Combined Single Limit for bodily injury and property damage for any, owned, non-owned or hired autos/vehicles.	<input type="checkbox"/>
C. Employers Liability -Stop Gap			
	1,000,000	Each employee / per accident	<input type="checkbox"/>
	1,000,000	Each accident / per accident	<input type="checkbox"/>
	1,000,000	Each employee / per disease	<input type="checkbox"/>
	1,000,000	Each policy / per disease	<input type="checkbox"/>
D. Professional Liability			
	5,000,000	Per Occurrence / Aggregate	<input type="checkbox"/>
For Engineers, Architects, Designers, Project Managers, Construction Managers or other professional consultants.			
II. Additional Insureds			
The Following entities shall be included as Additional Insureds:			
a. Aerostar Airport Holdings, LLC			<input type="checkbox"/>
PO Box 38085 San Juan, PR 00937-1085 Attn: Risk Manager			
b. Puerto Rico Ports Authority			<input type="checkbox"/>
PO Box 362829 San Juan, PR 00936-2829			
c. Citibank, N.A			<input type="checkbox"/>
Custodial Services PO Box 70301 San Juan, PR 00936-8301			
III. Endorsements			
The following endorsements shall be provided in favor of <u>Aerostar Airport Holdings, Puerto Rico Ports Authority and Citibank:</u>			
a. Hold Harmless (one for each additional Insured)			<input type="checkbox"/>
b. Waiver of Subrogation (one for each Additional Insured)			<input type="checkbox"/>
c. 30 days Notice of Cancellation (one for each Additional Insured)			<input type="checkbox"/>
IV. Governmental Insurance			
a. Workers Compensation Insurance			<input type="checkbox"/>
b. Puerto Rico Disability Insurance			<input type="checkbox"/>
c. Unemployment Insurance			<input type="checkbox"/>
*All required insurance policies and bonds shall be in a form acceptable to the Aerostar and shall be only issued by A- or better A.M. Best rated insurers admitted to do business in the Commonwealth of Puerto Rico as per Puerto Rico Insurance Law requirements.			
**Certificates shall be provided in Accord 25 Form.			
***The minimum requirements set forth herein excludes all Airline, Ground Handling, and FBO Operations Insurance requirements.			

Standard Contract Document for Professional Services

SERVICE PROVIDER AGREEMENT

AGREEMENT NUMBER:

AGREEMENT BETWEEN:

AEROSTAR AIRPORT HOLDINGS, LLC, a limited liability company, registered in the Commonwealth of Puerto Rico (hereinafter referred to as “**AEROSTAR**”).

And

[...], a for profit corporation, registered in the Commonwealth of Puerto Rico and authorized to do business in Puerto Rico (hereinafter referred to as the “**PROVIDER**”).

AEROSTAR and the **PROVIDER** are hereinafter collectively referred to as the “Parties” or individually, as applicable, as a “Party.”

RECITALS

WHEREAS AEROSTAR has the need to contract the services described hereunder.

WHEREAS PROVIDER is a corporation that provides the services described hereunder.

WHEREAS AEROSTAR wishes to enter into an agreement with **PROVIDER** as independent contractor for the performance of the services described hereunder.

NOW THEREFORE, for and in consideration of the mutual covenants, representations, warranties and agreements contained herein and other valuable consideration the appearing Parties having successfully completed negotiations and agreed upon the terms and conditions of this Service Provider Agreement (“Agreement”) hereby reduce said terms and conditions to writing, as follows:

TERMS AND CONDITIONS

I. SERVICES:

(A) Statements of Work: PROVIDER shall provide the services, products and/or deliverables (in each case, the “Services”) described in the Statements of Work (each, a “SOW”) that are executed by the Parties from time to time. Each SOW executed by the Parties shall be incorporated into and form a part of this Agreement. Each SOW shall set forth the applicable methodology, phases, deliverables, schedules, milestones and timeframe for the rendering of the Services contemplated in said SOW forth the project methodology, project phases, deliverables, milestones and timeframe for the rendering of the Services. All Services shall be subject to and governed by the terms and conditions of this Agreement and of the particular provisions of the applicable SOW.

(B) Additional Services. If any services, functions or responsibilities not specifically described in this Agreement and/or in SOW are required for the proper performance and provision of the Services, they shall be deemed to be required by and included within the scope of the Services

to the same extent and in the same manner as if specifically described in this Agreement and/or the applicable SOW. In the event that AEROSTAR requests PROVIDER to perform functions that are materially different from, and in addition to, the Services (“New Services”), the Parties’ obligations with respect to such functions shall be as follows:

(1) To the extent that such additional functions require resources for which a pricing metric or charging methodology exists under the Agreement and/or the SOW, the additional functions shall be priced in accordance with such pricing metric or charging methodology, AEROSTAR shall pay the charges for such additional functions through such pricing metric or charging methodology, and such additional functions shall be considered “Services” (and not “New Services”) and shall be subject to the provisions of the Agreement and/or the applicable SOW.

(2) To the extent that such additional functions require resources for which a pricing metric or charging methodology does not exist under the Agreement and/or the applicable SOW, and PROVIDER agrees to provide such additional functions, then prior to performing such additional functions:

(a) PROVIDER shall quote to AEROSTAR a charge for such additional functions. Such quote shall be reduced, as applicable, to take into account resources and expenses of PROVIDER for then-existing Services that would no longer be required if the additional functions would be performed by PROVIDER.

(b) Upon receipt of such quote, AEROSTAR may then elect to have PROVIDER perform the additional functions, and the charges under this Agreement and/or under the applicable SOW shall be adjusted, if appropriate, to reflect such functions. If AEROSTAR so elects (as set forth in the preceding sentence), such services shall then be deemed “Services” and shall be subject to the provisions of this Agreement.

(3) Evolution, supplements, modifications, enhancements and replacements of the Services over time due to technological advancements and improvements in the methods of delivering Services, shall not be deemed to be functions materially different from and in addition to the Services.

(4) The Parties agree that in the event that AEROSTAR acquires or merges with another entity, AEROSTARS may, at its option: (i) engage a third party to provide services similar to the Services to such other entity, or (ii) direct PROVIDER to provide Services to such entity.

C. Resources Generally. Except as otherwise expressly provided in this Agreement and/or in the applicable SOW, PROVIDER shall be responsible for providing the facilities, personnel, equipment hardware, software and other resources necessary to provide the Services.

D. Use of Subcontractors and Other Support. PROVIDER shall not delegate or subcontract, without AEROSTAR’s prior written approval any of its obligations under this Agreement. In seeking AEROSTAR’s approval, PROVIDER shall specify in writing to AEROSTAR: (A) the specific components of the Services that PROVIDER proposes to subcontract, (B) the scope of the proposed subcontract, and (C) the identity and qualifications of the proposed subcontractor. At AEROSTAR’s request, PROVIDER shall forward to AEROSTAR a description of the scope and material terms (other than financial) of the subcontract or proposed subcontract.

and entire discretion. Any delegation or subcontracting by PROVIDER in violation of this section shall be null and void. AEROSTAR shall have the right to revoke its prior approval of a subcontractor and to request that a PAROVIDER's subcontractor be removed if (i) the subcontractor's performance does not comply with the terms and conditions of this Agreement; (ii) there have been material misrepresentations by or concerning the subcontractor; and/or (iii) the subcontractor (x) becomes subject to an investigation related to any fraudulent and/or unlawful act allegedly committed by the subcontractor; and/or (y) any complaint, claim, indictment, accusation, and/or administrative proceeding is filed, issued and/or initiated against the subcontractor related to any fraudulent and/or unlawful act allegedly committed by the subcontractor; and/or (z) any judgment, verdict, ruling, order, and/or administrative decision is issued against the subcontractor related to any fraudulent and/or unlawful act committed by the subcontractor. PROVIDER shall remain responsible for obligations, services and functions performed by subcontractors to the same extent as if such obligations, services and functions were performed by PROVIDER and/or PROVIDER's employees, and for purposes of this Agreement such work shall be deemed work performed by PROVIDER. PROVIDER shall be AEROSTAR's sole point of contact regarding the Services, including with respect to payment. PROVIDER shall not disclose Confidential Information (as said term is defined hereunder) to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of PROVIDER under this Agreement. To the extent subcontractors, agents, representatives and other entities perform, or otherwise provide support to PROVIDER related to the Services, PROVIDER shall cause such entities to comply with the applicable obligations and restrictions under this Agreement.

E. **Services fees:** In consideration of the Services rendered pursuant to this Agreement, AEROSTAR agrees to pay PROVIDER as set forth in each applicable SOW. The fees set forth in each SOW shall be the only compensation to which the PROVIDER shall be entitled for the performance of its obligations under this Agreement. Except as may be otherwise provided in this Agreement and/or in a SOW, periodic charges under this Agreement are to be computed on a calendar month basis, and shall be prorated for any partial month.

AEROSTAR may withhold payment of particular charges that AEROSTAR disputes in good faith. In the event that charges cover both disputed and undisputed items, AEROSTAR shall pay all undisputed items. With respect to particular charges that AEROSTAR disputes in good faith, (i) if AEROSTAR has already paid any disputed charge, AEROSTAR may set-off the

disputed charge against other charges owed by AEROSTAR hereunder; and (ii) if AEROSTAR has not paid any disputed charge, AEROSTAR may withhold payment of such charge. AEROSTAR shall notify PROVIDER in writing on or before the date that any amount is so withheld (whether in respect of dispute on a current invoice or as a set off) and describe, in reasonable detail, the reason for such withholding.

All variable charges and credits shall be billed or credited, as the case may be, in arrears in the following month's invoice. Each invoice shall, for each charge broken out on the invoice, cite the specific section(s) of the Agreement on which such charge is based. PROVIDER shall include the calculations utilized to establish the charges. All charges shall be stated in United States Dollars. Each invoice shall separately state the amounts of any taxes PROVIDER is collecting from AEROSTAR, if any, and PROVIDER shall remit such taxes to the appropriate authorities.

PROVIDER shall render a single consolidated invoice for each month's charges showing such details as reasonably specified by AEROSTAR. Related fees and charges shall be grouped together in a logical manner to facilitate review and verification by AEROSTAR. Invoices will be in a format and at a level of detail and with appropriate back-up documentation approved by AEROSTAR. The form of invoice shall be as approved by AEROSTAR.

In no event shall PROVIDER invoice AEROSTAR for any Services more than sixty (60) days after the date such Services were performed; provided, however, that AEROSTAR shall not be responsible for such PROVIDER charges if invoiced to AEROSTAR more than sixty (60) days after the date such Services were performed.

Subject to the provisions of this Agreement and of each applicable SOW, invoices provided and properly submitted to AEROSTAR pursuant to this Agreement shall be due and payable by AEROSTAR within thirty (30) days after receipt of such invoice by AEROSTAR. Any amount due under this Agreement for which a time for payment is not otherwise specified shall be due and payable within thirty (30) days after receipt of a proper invoice for such amount.

PROVIDER shall maintain complete and accurate records of and supporting documentation for the amounts billable to and payments made by AEROSTAR hereunder, to the extent required to comply with any audit requirements established herein and in accordance with generally accepted accounting principles applied on a consistent basis. PROVIDER agrees to provide AEROSTAR with documentation and other information with respect to each invoice as may be reasonably requested by AEROSTAR to verify accuracy and compliance with the provisions of this Agreement.

When AEROSTAR has prepaid for a service or function for which PROVIDER is assuming, or shall become obligated to assume, financial responsibility under this Agreement, PROVIDER shall refund to AEROSTAR, upon either Party identifying the prepayment, that portion of such prepaid expense which is attributable to periods during which PROVIDER is obligated to pay for such service or function.

If PROVIDER should receive a refund, credit or other rebate for goods or services previously paid for by AEROSTAR, PROVIDER shall promptly notify AEROSTAR of such refund, credit or rebate and shall promptly pay the full amount of such refund, credit or rebate, as the case may be, to AEROSTAR.

At its option and in good faith, AEROSTAR may set off, as a credit against the monthly charges payable to PROVIDER under this Agreement, any amounts to be paid, reimbursed, or otherwise owed or owing to AEROSTAR by PROVIDER under this Agreement, and such other agreements as the Parties may mutually agree. In addition, AEROSTAR may set off any amounts owing to AEROSTAR, as identified in audits performed pursuant to this Agreement.

II. TERM OF AGREEMENT: This Agreement shall, be in full force and effect for a period of _____ years, commencing on the date this Agreement is entered into (“Term”). Notwithstanding, **AEROSTAR**, may extend the Term of this Agreement for an additional _____ year period, by giving the **PROVIDER** a thirty (30) day written notice prior to expiration date of this Agreement.

III. TERMINATION:

- A. Termination without cause: This Agreement, any SOW, PO and/or any portion of this Agreement and/or SOW, may be terminated convenience (i.e. for any or no cause) by **AEROSTAR** by providing written notice to the **PROVIDER** of its intent to terminate. Said written notice shall be provided with at least 15 days prior to the proposed termination date.
- B. Termination for cause: AEROSTAR may terminate this Agreement, any SOW, and/or any portion of this Agreement and/or SOW, for cause for:
 - 1. A breach of any provision of this Agreement by PROVIDER that is not cured by PROVIDER within fifteen (15) days of the date on which AEROSTAR provides written notice of such breach. AEROSTAR shall exercise its termination option by delivering to PROVIDER a written notice of such termination identifying the scope of the termination and the termination date.

2. Immediately if PROVIDER commits more than three (3) breaches of its duties or obligations under this Agreement, over a period of six (6) months, which breaches do not arise out of a single event or series of closely related events.
 3. Immediately upon a change in control of PROVIDER whereby a person obtains the legal, beneficial or equitable ownership of a majority or controlling interest in PROVIDER (and/or its respective controlling affiliates, if any).
 4. If a petition in bankruptcy is filed by or against PROVIDER, or PROVIDER becomes insolvent or makes a general assignment for the benefit of creditors, the other may terminate this Agreement immediately without notice and without further obligation.
 5. If all or any portion of the PROVIDER's licenses or permits to do business in Puerto Rico are revoked or suspended, or any of the PROVIDER's insurance policies, related to this Agreement, are canceled, reduced or otherwise invalidated, the PROVIDER shall promptly notify AEROSTAR, and AEROSTAR may terminate this Agreement immediately without notice and without further obligation.
- C. Notice of Termination: Any notice of termination shall be delivered by certified mail or express courier to the appropriate party to the following addresses:

TO AEROSTAR AIRPORT HOLDINGS, LLC:

Legal Department
General Counsel
PO Box 38085
San Juan, Puerto Rico 00937

TO PROVIDER:

[...]

IV. OBLIGATIONS OF THE PROVIDER:

- A. Compliance with Laws, Rules and Regulations: The PROVIDER shall at all times and at its own cost and expense, observe and comply with, all applicable laws and regulations of the Commonwealth of Puerto Rico, all applicable federal laws and regulations, any applicable municipal ordinance, all laws and regulation of the Federal Aviation Administration ("FAA"), and any other applicable law, now existing or later

in effect that are applicable to it or to the services included in this contract, including those laws expressly enumerated in this Article IV of the Agreement, and those that may in any manner apply with respect to the performance of the PROVIDER's obligations under this Agreement, including any administrative or judicial mandate, interpretation, rule, ordinance or code established by any agency of the Commonwealth of Puerto Rico or the Federal Government or its agencies in relation to the occupation and/or operation of the facilities under this Agreement.

It is expressly acknowledged and agreed that the obligations of the PROVIDER to comply with the provisions of the present article of the Agreement shall be subject to applicable law, for so long as such law remains in effect and only to the extent required thereunder as the same may be amended from time to time. The PROVIDER shall notify AEROSTAR within seven calendar days after receiving notice from any local or federal agency and/or Governmental Authority that the PROVIDER may have violated any of the above.

B. Non-Discrimination Laws:

1. It is an essential element of this Agreement that the PROVIDER shall comply with all applicable Commonwealth and Federal Laws regarding non-discrimination, including: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (1990); (viii) Act No. 100 of the Legislative Assembly of Puerto Rico, enacted on June 30, 1959, 29 P.R. Laws Ann. § 146 *et seq.*, as amended; (ix) Act No. 17 of the Legislative Assembly of Puerto Rico, enacted on April 22, 1988, 29 P.R. Laws Ann. § 155 *et seq.*, as amended; and (x) Act No. 69 of the Legislative Assembly of Puerto Rico, enacted on June 6, 1985, 29 P.R. Laws Ann. § 1321 *et seq.*, as amended.

2. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 *et seq.*, the PROVIDER understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement; and/or from activities provided for under this Agreement on the basis of any disability. The PROVIDER agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130,

and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by AEROSTAR through contracts with outside contractors. The PROVIDER shall be responsible for and agrees to indemnify and hold harmless AEROSTAR from all losses, damages, expenses, claims, demands, suits, and actions brought, by any party, against AEROSTAR, as a result of the PROVIDER's failure to comply with the provisions of this Article IV of this Agreement.

C. Commonwealth Non-Discrimination/Sexual Harassment Clause: The PROVIDER hereby guarantees that in providing the services and/or products required to him/her through the present agreement, it will abide and comply with Act No. 100 of the Legislative Assembly of Puerto Rico, enacted on June 30, 1959, 29 P.R. Laws Ann. § 146 *et seq.*, as amended (Non-Discrimination Act), Act No. 17 of the Legislative Assembly of Puerto Rico, enacted on April 22, 1988, 29 P.R. Laws Ann. § 155 *et seq.*, as amended (Sexual Harassment Act), and Act No. 69 of the Legislative Assembly of Puerto Rico, enacted on June 6, 1985, 29 P.R. Laws Ann. § 1321 *et seq.*, as amended (Sexual Discrimination Act). To those effects, the PROVIDER specifically agrees and recognizes as follows:

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this Agreement or any subcontract, required by the same the PROVIDER and/or, any sub-contractor or Person acting on behalf of the PROVIDER and/or a sub-contractor shall not discriminate by reason of gender, race, creed, or color against any person who is qualified and available to perform the work to which the employment relates.
2. Neither the PROVIDER nor any subcontractor and/or any Person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required from the PROVIDER under this Agreement on account of gender, race, creed, or color.
3. The PROVIDER and all its subcontractors shall establish and maintain in full form and effect, during the duration of this Agreement a written sexual harassment policy and shall inform their employees of said policy. The written sexual harassment policy must contain a notice that sexual harassment will not be tolerated and inform the employees of the fact that those who practice or incur in sexual harassment will not be tolerated and will be subject to discipline.

4. The PROVIDER shall not discriminate by reason of gender, race, creed, or color against any contractor or supplier who is qualified to perform the work to which the contract relates.
 5. The PROVIDER shall include the provisions of this Article IV in every subcontract so that such provisions will be binding upon each contractor.
 6. In the event that the PROVIDER's default results from a violation of the terms and conditions of this Article IV, AEROSTAR may cancel or terminate this Agreement and the PROVIDER agrees to indemnify and hold harmless AEROSTAR from all losses, demands, suits and claims brought up by any party, against AEROSTAR, as a result of the PROVIDER's failure to comply with the provisions of this Section.
- D. Tax Certificates and Compliance: (a) The PROVIDER for itself and each of its equity participants (if the PROVIDER is a partnership under the New P.R. Revenue Code) represents that as of the Date of this Agreement (i) neither it nor any of its Equity Participants has any outstanding debts for unemployment insurance, temporary disability (workmen's compensation), chauffeur's social security with the Department of Labor and Human Resources of the Commonwealth, income taxes with the Department of Treasury of the Commonwealth or real or personal property taxes with the Municipal Revenues Collection Center or (ii) it or its Equity Participants have a payment plan in place with respect to any outstanding debt for the foregoing items and have complied therewith.
1. The PROVIDER and its equity participants acknowledge and agree that they shall obtain and deliver to AEROSTAR, prior to the execution date of this agreement, the following:
 - a. A certification of filing of income tax returns for the past five years, issued by the Internal Revenue Division of the Department of Treasury of the Commonwealth or a certification by the PROVIDER and each of its Equity Participants (if the PROVIDER is a partnership under the New P.R. Revenue Code) that as of the Date of this Agreement it does not have and has not had to submit income tax returns and pay taxes in the Commonwealth during the past five years;

- b. A “no taxes debt due” certificate, or payment plan and compliance therewith, issued by the Internal Revenue Division of the Department of Treasury of the Commonwealth;
 - c. A certificate of no debt, or payment plan and compliance therewith, with respect to real and personal property taxes issued by the Municipal Revenues Collection Center; and
 - d. A certificate of no debt, or payment plan and compliance therewith, for unemployment insurance, temporary disability (workmen’s compensation) and chauffeur’s social security issued by the Department of Labor and Human Resources of the Commonwealth.
2. The PROVIDER must require from any contractor and/or sub-contractor, to comply with the dispositions of this Section.
 3. The PROVIDER shall be responsible for obtaining and requiring from all contractors and/or sub-contractors, said certifications and notify AEROSTAR of the Compliance with Section. This obligation will continue throughout the duration of this Agreement.
- E. Non-Collusion and Acceptance: The PROVIDER attests, subject to the penalties for perjury, that no director, member, officer or employee of the PROVIDER, directly or indirectly, to the best of the PROVIDER’s knowledge, entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which is expressly set forth in this Agreement.
- F. Local Goods and Services: Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, 3 P.R. Laws Ann. § 930 *et seq.*, the PROVIDER shall use, to the extent available and applicable to the services provided hereunder, and to the extent permitted by applicable Law, goods extracted, produced, assembled, packaged, bottled or distributed in the Commonwealth by businesses operating in the Commonwealth or distributed by agents established in the Commonwealth.
- G. Integrity.
1. The PROVIDER shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of Commonwealth or Federal Laws and regulations. The PROVIDER certifies that it does not represent particular interests in cases or matters that would imply a conflict of interest or public policy between the AEROSTAR and the interests it represents.

a. The PROVIDER covenants and agrees to not disclose, divulge or use, for its own or a third party's benefit, any information, confidential or otherwise acquired, learned or otherwise developed during the course of the contractual arrangements with the AEROSTAR, except if such disclosure is: a) authorized in writing by the AEROSTAR; b) required by law; or c) ordered by a competent court or Puerto Rico or Federal governmental body or entity with jurisdiction in the course of a litigation or administrative proceeding relating to the AEROSTAR; provided, however, that the PROVIDER shall give the AEROSTAR prompt notice prior to such disclosure to allow the AEROSTAR to undertake reasonable efforts to obtain a protective order or otherwise protect the confidentiality of such information.

b. The PROVIDER covenants and agrees that the any Confidential Information disclosed or shared is under strict confidentiality. The PROVIDER shall use reasonable care, but in no event less care than a reasonable business person uses to safeguard and protect its own confidential information, to protect the Confidential Information. Except as otherwise specifically provided in this

Agreement, PROVIDER shall not: (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from the AEROSTAR; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.

c. The PROVIDER acknowledges and accepts that any unauthorized use or disclosure of the AEROSTAR's Confidential Information is likely to cause injury not readily measurable in monetary damages and therefore irreparable to the AEROSTAR. Therefore, the PROVIDER acknowledges and accepts that if the PROVIDER breaches any of its obligations with respect to confidentiality and unauthorized use of the Confidential Information hereunder, the AEROSTAR shall be entitled, without waiving any other rights or remedies, to equitable relief to protect its interest therein, including but not limited to, injunctive relief without the necessity of posting bond, as well as money damages notwithstanding anything to the contrary contained herein.

d. Notwithstanding the Term of this Agreement, the obligations set forth in this section will (i) apply to any Confidential Information disclosed to PROVIDER before and/or after the execution of this Agreement, and (ii) be maintained until

such time as said information shall become available to the general public without restriction, not as a result of any action or omission of the PROVIDER, its affiliates, officers, directors, shareholders, trustees, employees, contractors, subcontractors, and/or agents.

e. For the purpose of this Agreement “Confidential Information” means information designated as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. “Confidential Information” includes, without limiting the generality of the foregoing, the terms of this Agreement, and information (i) relating to the AEROSTAR’s business or operations, including but not limited to technical data, know-how, systems, corporate structuring, trade secrets, access passwords, policies, rules, manuals, list of suppliers, fees and clients; (ii) concerning persons or entities who obtain products or services from the AEROSTAR; or (iii) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.

3. The PROVIDER shall not, in connection with this Agreement or any other agreement with AEROSTAR, directly, or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any director, officer, member or employee of AEROSTAR.

4. The PROVIDER shall not, in connection with this Agreement or any other agreement with AEROSTAR, directly or indirectly, offer, give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any director, officer, member or employee of AEROSTAR.

5. The PROVIDER shall not accept or agree to accept from, or give or agree to give to, any director, officer, member or employee of AEROSTAR, any gratuity from any person in connection with this Agreement that is intended by the provider thereof to be a material inducement to enter into this Agreement or any other agreement.

6. The PROVIDER, upon being informed that any violation of the provisions of this Agreement has occurred or may occur, shall immediately notify AEROSTAR in writing.

7. The PROVIDER, by execution of this Agreement and any request for compensation pursuant hereto, certifies and represents that it has not violated any of the provisions of this Agreement.

8. The PROVIDER certifies that no public official nor employees of the Authority nor a member of their family (whichever applicable), has direct or indirect interest in this Agreement.

9. The PROVIDER certifies that it does not receive any payment nor compensation for services rendered under appointment to any other agency, organism, public corporation or municipal government of Puerto Rico or related public instrumentality.

10. In the event the PROVIDER default as a result from a violation of any of the provisions of this Section, AEROSTAR may terminate this Agreement and any other agreement with the PROVIDER and debar and suspend the PROVIDER from doing business with AEROSTAR. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those AEROSTAR may have under Law, statute, regulation, or otherwise.

11. For purposes of this Section only, the words “consent” and “gratuity” shall have the following definitions:

a. “consent” means written permission signed by a duly authorized officer or employee of AEROSTAR; provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal or contractual terms, AEROSTAR shall be deemed to have consented by virtue of execution of this Agreement; and

b. “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.

- H. Commonwealth Tax Liabilities. The PROVIDER shall inform AEROSTAR if, at any time during the Term, it becomes delinquent in the payment of Taxes imposed by any Governmental Authority of the Commonwealth.
- I. Sub-Contracts. To the extent permitted by applicable law and by this Agreement, the PROVIDER shall include the provisions of this Article in every subcontract and supply contract so that they shall be binding on each contractor.
- J. Governmental Contractor Code of Ethics. The PROVIDER shall comply with the requirements of the Code of Ethics for Contractor, Suppliers and Solicitors of Economic Incentives from Executive Agencies of the Commonwealth of Puerto Rico pursuant to Act No. 84 of June 18, 2002.
- K. Practice of Engineering, Architecture and Other Professions in the Commonwealth. To the extent that the performance of any of the Services described in a SOW involves performance of architectural, engineering, land surveying, and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, 20 P.R. Laws Ann. § 711 *et seq.*, as amended, then (a) the PROVIDER shall comply (and shall require its subcontractors or agents, if any, to comply) with such Act No. 173 and (b) the PROVIDER shall monitor compliance by its subcontractors and agents with such Act No. 173
- L. Duty to Inform of Criminal Investigations. The PROVIDER shall inform AEROSTAR if, at any time during the Term, it becomes subject to investigation in connection with criminal charges related to acts of corruption, the public treasury, the public trust, a public function, or charges involving public funds or property.
- M. Services: The PROVIDER shall provide AEROSTAR with the Services described in a SOW in a prompt and professional manner. In addition, the PROVIDER shall provide AEROSTAR those additional Services as may be included from time to time in a SOW and subject to the rates and charges that have been mutually established by the Parties in the SOW.

N. Prompt Service: The PROVIDER shall promptly and efficiently perform safely and with reasonable dispatch and without delay, the Services entrusted to it hereunder at the request of AEROSTAR. The PROVIDER agrees to use its best efforts to expedite services when so requested by AEROSTAR.

O. Equipment and Personnel:

1. Lawful Operation: The PROVIDER shall, at its cost and expense, in a proper and lawful manner and further agrees to maintain its equipment in good, safe and lawful operating condition at all times. The PROVIDER shall be responsible for all taxes, licenses, permits, tolls and fees necessary to provide the Services and/or Products contemplated by this Agreement.
2. Qualified Personnel: The PROVIDER shall, at its cost and expense, employ to perform the Services agreed upon through this Agreement, fully qualified personnel, which shall procure and maintain such licenses and permits as are required by local, state, or federal authorities with respect to such Services and shall comply with the laws and regulations applicable thereto. The PROVIDER shall require that its personnel dispatched pursuant to this Agreement shall be well-groomed and courteous while performing the Services required by this Agreement at AEROSTAR's facilities.
3. Operating Expenses: The PROVIDER shall bear the cost and expense of all fuel, oil, tires, parts, road service, maintenance, repair and any other cost or expense in connection with the use and operation, including but not limited to any machinery, tools and equipment which may be required to be used to render the Services agreed upon. AEROSTAR shall not be liable to the PROVIDER for any damage sustained by or to the PROVIDER's equipment or for loss by confiscation or seizure of the PROVIDER's equipment by any public authority.
4. Exclusive Control: The PROVIDER shall have sole and exclusive control over the manner in which the PROVIDER's employees and agents perform the Services detailed in a SOW, and the PROVIDER shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by the PROVIDER.
5. Equipment: The PROVIDER agrees that all equipment, machinery and materials used to comply with this Agreement shall be in full compliance with any and all applicable laws, rules and regulation.
6. Delay, Accidents: The PROVIDER shall notify AEROSTAR immediately by telephone, fax or e-mail of any accidents, spills, theft, hijacking or other events which impair the safe and prompt delivery of the Services.

7. Security Measures: The PROVIDER shall take all actions reasonably required by AEROSTAR, any laws and/or regulations of the Commonwealth of Puerto Rico or Federal Law, to ensure the security of the Services and/or Products provided. Nothing herein shall excuse the PROVIDER from complying with any security obligations imposed by law or regulation of any governing body.

8. Record Retention: The PROVIDER agrees to keep full, complete, and accurate records of all Services and Products provided to AEROSTAR, which shall include the nature of the Services, their cost, identify who or whom provided the Services, and the date and hour in which the Services were provided. PROVIDER may keep its records in electronic format.

9. Badges: PROVIDER must comply with all airport badging requirements imposed by AEROSTAR, as well as any laws and/or regulations of the Commonwealth of Puerto Rico and/or Federal Law. PROVIDER must pay for its employee's airport id badges, as well as for any penalty, charges and or fee in regard to said badges and badging requirements.

VI. OWNERSHIP.

“Work Product(s)” shall include, but is not limited to, all works (including without limitation any work that may be the subject matter to copyright protection), reports, data, databases, formulas, models, designs, information, drawings, ideas, concepts, trade secrets, materials, inventions (including, but not limited to, any inventions that may be the subject matter of patent protection), processes, know-how, methods and any supporting documentation, in whatever form, produced, designed, conceived, invented, made, reduced to practice, developed, authored, and/or created by or for PROVIDER (including its directors, officers, trustees, employees, subcontractors, affiliated entities and agents), either solely or jointly with others, as a part of, related to, and/or in connection with the Services, with the use of AEROSTAR’s information, materials, or facilities of AEROSTAR, or pursuant to this Agreement. For the avoidance of doubt notwithstanding the Term of this Agreement, the obligations, covenants and agreement set forth in this article shall apply to any Work Product(s) that PROVIDER produced, conceived, invented, made, reduced to practice, developed, authored, and/or created by or for PROVIDER (including its directors, officers, trustees, employees, subcontractors, affiliated entities and agents), either solely or jointly with others, as a part of, related to, and/or in connection with the Services, and/or with the use of information, materials, and/or facilities of AEROSTAR, both before and after the execution of this Agreement.

It is understood that PROVIDER may have occasion to develop, produce, conceive, make, invent, reduce to practice, and/or create Work Product(s) as a part of or in performing the Services. PROVIDER acknowledges and agrees that any and all Work Product(s) are being developed produced, invented, conceived, made, reduced to practice, authored and/or created for the sole and exclusive use of AEROSTAR. PROVIDER accepts and agrees that AEROSTAR shall be deemed the sole and exclusive owner of all worldwide rights, title, and interests in and to the Work Product(s), including without limitation, all copyrights, patents, trademarks, trade names, trade secrets and any other proprietary rights over the Work Product(s). In this regard, for no additional consideration, PROVIDER hereby agrees to and hereby does assign to AEROSTAR all worldwide rights, title, and interests in and to the Work Product(s), including without limitation, all copyrights, patents, trademarks, trade names, trade secrets and any other proprietary rights in and to the Work Product(s).

The Parties agree that any and all Work Product(s) shall be considered as Work Made for Hire (as that phrase is defined by the United States Copyright Act) and shall be owned by and for the express benefit of AEROSTAR. In the event that the Work Product(s) do not qualify as a Work Made for Hire, for no additional consideration, PROVIDER agrees to and does hereby assign to AEROSTAR all of its rights, title and interest in the Work Product(s) including without limitation, worldwide copyrights, along with their respective renewal rights. Moreover, PROVIDER accepts and acknowledges that the Work Product(s) are not protected by any “moral rights of authors”, and if they are, PROVIDER hereby waives its authorship and/or its “moral rights of integrity” over the Work Product(s).

Both during the Term of this Agreement and thereafter, PROVIDER shall fully cooperate with AEROSTAR in the protection and enforcement of any rights that may derive as a result of the Services and/or the Work Product(s) or any other service performed by PROVIDER under the terms of this Agreement. This includes, but is not limited to, acknowledging and delivering to AEROSTAR all documents or papers that may be necessary to enable AEROSTAR to publish, protect, register and/or obtain statutory protection throughout the world for the Work Product(s).

Subject to AEROSTAR’s prior written approval, PROVIDER may use its own previously developed and/or licensed software, programs, ideas, concepts, materials, processes, methods, know-how and information (collectively “PROVIDER’s Preexisting Work”) in performing the Services. Insofar as such PROVIDER’s Preexisting Work was not first produced or created by or for PROVIDER solely and exclusively related to the performance of the Services, but is necessary or useful for, or is used in connection with the Services and/or the Work Product(s), any and all right, title, and interest in such PROVIDER’s Preexisting Work shall remain the sole and exclusive property of PROVIDER or of its licensor. Notwithstanding, to the extent that any of PROVIDER’s Preexisting Work was incorporated (partially or completely) in or is useful or necessary for the Work Product(s) or the Services, PROVIDER grants to AEROSTAR (including its successors, assigns, , officers, employees, and/or agents) a perpetual, irrevocable, fully paid-up, royalty free, non-transferable right and nonexclusive license to generally use, sublicense, make, sell, import, reproduce, copy, distribute, publish, exhibit, prepare derivative works, incorporate into collective works and/or compilations, display, and/or perform, in connection

with the Work Product(s), in any manner now known or hereafter to become known, all or any portion, alteration or derivation of such PROVIDER's Preexisting Work.

PROVIDER accepts and acknowledges that any and all rights (including but not limited to any and all copyrights, patents, trademarks, service marks, trade names, trade secrets and any other proprietary rights) over the Work Product(s) and/or Confidential Information (as said term is defined hereunder), AEROSTAR's works, software, and/or over any derivate work or improvement thereof, shall remain at all times the sole and exclusive property of AEROSTAR. PROVIDER acknowledges and agrees that, except as otherwise established in this Agreement, no right, property, license, permit, or interest of any kind in or to the Work Product(s), Confidential Information, AEROSTAR's works, software, materials, trademarks, trade names, service marks, logos, designs, domain names, or other property is granted or is intended to be given or transferred to or acquired by the execution, performance or non-performance of this Agreement or any part hereof. Any unauthorized use of the Work Product(s), Confidential Information, AEROSTAR's works, software, materials, trademarks, trade names, service marks, logos, domain names, or other intellectual property by PROVIDER shall constitute an infringement of the rights of AEROSTAR in and to its intellectual property rights and a breach of this Agreement.

VII. REPRESENTATIONS AND WARRANTIES

- A. PROVIDER represents and warrants that: (i) the Services shall be performed in a good and workmanlike and cost-effective manner consistent with generally accepted industry standards and practices in accordance with this Agreement and that all PROVIDER personnel shall possess the requisite expertise and ability to fully perform the Services; (ii) the Services shall be performed in a timely manner as required under this Agreement; and (iii) the Services and/or Work Product shall not infringe and/or misappropriate any patent, copyright, trademark, trade secret or any other third party proprietary right. Upon notice from AEROSTAR that the Services and/or Work Product fails to comply with the foregoing warranties, PROVIDER shall at no cost to AEROSTAR cure any such reported problems or defects with the Services and/or Work Product, to the extent such problems or defects are capable of cure, within fifteen (15) days following such notice from AEROSTAR or an additional period of

time as reasonably agreed to by the Parties. If PROVIDER fails to timely cure such problems or defects or the problems or defects are not, in AEROSTAR's opinion, capable of cure, AEROSTAR may terminate this Agreement and, in addition to any other remedies, the PROVIDER shall, upon AEROSTAR's request, refund to AEROSTAR all fees paid for such Services and/or Work Product that fail to comply with the warranties set out herein. The warranties set out in this Section shall remain in effect during the Term of this Agreement and shall survive termination of the Agreement.

- B. The PROVIDER warrants and represents that it has the required corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Moreover, the PROVIDER warrants and represents that the execution, delivery and performance by the PROVIDER of this Agreement have been duly and validly authorized and no additional corporate or shareholder authorization or consent is required in connection with the execution, delivery and performance by the PROVIDER of this Agreement.
- C. The PROVIDER warrants and represents that it is a corporation duly-authorized to perform the Services in the Commonwealth of Puerto Rico and that the execution, delivery and performance of this Agreement does not contravene, infringe, breach or violate any laws, regulations, contracts, proprietary rights or any other legal obligation of the PROVIDER. PROVIDER warrants that it has sought and obtained all necessary consents, approvals and certificates required from any governmental authority with respect to the entering into or the performance of the Agreement and that no other consent, approval, certificate or withholding of objection is required from any governmental authority.
- D. PROVIDER warrants and represents that all products used in rendering the Services to AEROSTAR under this Agreement shall comply with all applicable federal, state and local laws and regulations, shall comply with the terms and conditions of this Agreement and with the specifications of this Agreement and/or any applicable SOW.
- E. PROVIDER warrants that there are no actions, suits, or proceedings, pending or threatened against it or any of its third-party contractors or subcontractors that will have a material adverse effect on the PROVIDER's ability to fulfill its obligations under this Agreement. PROVIDER further warrants that it will notify AEROSTAR immediately if PROVIDER becomes aware of any action, suit, or proceeding, pending or threatened, that will have a material adverse effect on PROVIDER's ability to fulfill the obligations under the Agreement.

- F. PROVIDER represents and warrants that (i) it has or will have full and sufficient right and authorization to assign or grant the rights over the Work Product(s) pursuant to this Agreement; (ii) it has or will have sufficient right and authorization to assign or grant the licenses granted over PROVIDER's Preexisting Work; (iii) all Work Product(s) have not been and will not be published under circumstances that would cause a loss of copyrights, patent rights, or any other rights of AEROSTAR over the Work Product(s); (iv) all Work Products, and/or all PROVIDER's Preexisting Work, do not and will not infringe any patents, copyrights, trademark, service mark, trade name, trade secrets or other intellectual property rights, privacy rights, right of publicity or any other rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against PROVIDER and/or its licensor or, insofar as PROVIDER and/or its licensor are aware, against any other entity or person.
- G. PROVIDER warrants that the Services and PROVIDER's sale, distribution, use and/or delivery of any Products, documentation or other products provided in connection with the Agreement do not and shall not infringe any patent, trademark, copyright, or any other right of any third party.
- H. PROVIDER represents and warrants that AEROSTAR shall receive good and merchantable title to any and/or all Products and Work Product(s) provided under this Agreement free and clear of claims, liens and/or encumbrances. PROVIDER shall not create or permit the creation of any lien, encumbrance, or security interest in any Products sold, provided and/or delivered to AEROSTAR.
- I. PROVIDER represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other rights of any third party.
- J. PROVIDER further warrants that any information disclosed to AEROSTAR will not contain any trade secrets of any third party, unless disclosure is permitted by such third party.

K. AEROSTAR shall be under no obligation to make an independent investigation to determine whether the foregoing representations are true and correct; and any independent investigation by or for AEROSTAR, or its failure to investigate, shall not constitute a defense to the PROVIDER in any action based upon a breach of any of the previous representations.

L. THE WARRANTIES SET FORTH IN THIS AGREEMENT , INCLUDING BUT NOT LIMITED TO THE WARRANTIES SET FOR IN THIS SECTION VI, DO NOT LIMIT, EXCLUDE AND/OR DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SHALL BE DEEMED TO HAVE BEEN INCLUDED AND MADE PART OF THIS AGREEMENT.

VIII. INSURANCE

PROVIDER shall at all times during the Term of this Agreement have and maintain in full force and effect, insurance as follows:

A. Commercial General Liability

\$1,000,000 General Aggregate

\$1,000,000 Products-Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

\$ 100,000 Fire Damage

\$ 10,000 Medical Expense (per person)

Employers Liability (Stop Gap)

\$1,000,000 Each employee, per accident

\$1,000,000 Each accident, per accident

\$1,000,000 Each employee, per disease

\$1,000,000 Each policy, per disease

B. Worker’s Compensation Insurance

PROVIDER shall carry Worker’s Compensation Insurance in the Commonwealth’s Insurance Fund for all their employees engaged in work at the site in accordance with the Commonwealth (Workmen’s Accident Compensation Act of Puerto Rico) or Federal law, whichever prevails, for the Contract covering all phases of the Services.

C. Puerto Rico Disability Benefits Insurance

PROVIDER shall carry Employee Disability Insurance in compliance with the Disability Benefits Act of 1968 (Law #139 of June 26, 1968, effective July 1, 1969) or any other plan authorized by that law.

D. Unemployment Insurance, etc.

PROVIDER shall pay all Commonwealth and Federal taxes for unemployment insurance, or any other social security tax with respect to all employees engaged in the performance of this Agreement, and agrees to pay the same, and further agrees to meet all requirements that may be specified in regulations now or hereafter, promulgated from time to time.

E. Automobile Liability.

PROVIDER shall provide or cause to be provided automobile liability insurance with limits of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury and property damage for any owned, non-owned or hired autos/motor vehicles. Aerostar Airport Holdings, LLC and Puerto Rico Ports Authority are to be named as an additional insured on a primary, non-contributory basis.

PROVIDER shall provide evidence of Crime Insurance with Employee Dishonesty coverage for no less than \$300,000 limit.

F. Other Requirements:

All certificates of Insurance evidencing all required coverages shall be made in favor of:

AEROSTAR AIRPORT HOLDINGS, LLC
PO BOX 38085
SAN JUAN, PR 00937-1085

PROVIDER hereby agrees to maintain any other coverage required by law or by any applicable regulation.

All required insurance policies and bonds shall be in a form acceptable to the AEROSTAR and shall only be issued by insurers, with an A.M. Best rating of A- or better, admitted to do business in the Commonwealth of Puerto Rico as per Puerto Rico Insurance Law requirements. An original Certificate of Insurance duly countersigned by an authorized officer, agent or branch manager in Puerto Rico shall be submitted to Aerostar for review and safekeeping.

G. Additional Endorsements to be provided under the PROVIDER’s General Liability and Automobile Liability Policies:

The following shall be named as an Additional Insured under PROVIDER’s Commercial General Liability Policy, Employers Liability Policy(Stop Gap), Worker’s Compensation Insurance Policy and Automobile Liability Policy. Form CG 2026 (11-85) should be utilized:

Aerostar Airport Holdings, LLC

PO BOX 38085

SAN JUAN, PR 00937-1085

Puerto Rico Ports Authority

PO Box 362829

San Juan, PR 00936-2829

Citibank, N.A. Puerto Rico Branch

Custodial Services

P.O. Box 70301

San Juan, Puerto Rico 00936-8301

Attention: Fernando Guzmán, Vice President / as Collateral Agent for; Banco Popular de PR; Firstbank Puerto Rico; Royal Bank of Canada; UBS AG Stanford Branch and any other Secured Parties as set forth in the Intercreditor Agreement

H. Certificates of Insurance:

The certificates must show that AEROSTAR, PUERTO RICO PORTS AUTHORITY, CITIBANK, N.A. PUERTO RICO BRANCH, and as its directors, officials, employees and agents are covered as additionally insured. The insurance policies acquired by the PROVIDERS for purposes of this

Agreement shall contain a provision under which the appointment of AEROSTAR, PUERTO RICO PORTS AUTHORITY, CITIBANK, N.A. PUERTO RICO BRANCH, and its directors, officials, employees and agents as additionally insured shall not preclude AEROSTAR to make claim under such policies. All required insurance coverages under this Agreement shall provide for a 30 days' (or in the case of cancellation for non-payment of premiums, 10 days') prior notice to be given to the AEROSTAR by the insurer in the event coverage is substantially changed, canceled or non-renewed. AEROSTAR shall be permitted (but not obligated) to pay any delinquent premiums before the cancellation date specified by the insurer in any notice of cancellation for non-payment of premium in order to maintain such coverage in full force and effect and the PROVIDER shall reimburse AEROSTAR for any delinquent premiums paid by AEROSTAR on demand without any days of grace and without prejudice to any other rights and remedies of AEROSTAR hereunder. The PROVIDER shall not cancel, terminate, materially change to the detriment of AEROSTAR or replace any required coverage.

- I. No Representation as to Adequacy: It is expressly understood that AEROSTAR does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the PROVIDER's interests. Deductible amounts under the foregoing policies shall be paid by the PROVIDER.

- J. The insurer hereby waives it's right of subrogation against any affiliated, associated and/or subsidiary corporation or companies and/or any partners, officers, and/or individuals connected therewith.. This insurance shall not be invalidated, should the insured warrant in writing prior to a loss, any or all rights of recovery against any party for loss occurring to the property described herein.

IX. INDEMINITY

- A. The PROVIDER shall defend, indemnify and hold harmless AEROSTAR and/or AEROSTAR's affiliates, members, officers, directors, managers employees and agents, and their respective successors and assignees (collectively, the "Indemnified Parties"),

from and against any and all causes of action, claims, demands, losses, liens, liabilities, suits, damages, fines, costs or expenses of any nature whatsoever (including, without limitation, attorney's fees, other costs of legal defense, claims for personal injury, death and damage to property, clean-up costs commodity spills and damage to the environment) that the Indemnified Parties may incur, suffer or be required to pay arising from, in connection with, or relating to, directly or indirectly, (i) any acts or omissions by the PROVIDER, its officers, directors, employees, agents or contractors, (ii) non-fulfillment or breach by the PROVIDER of any representations, warranties, covenants and/or any other obligations and/or dispositions contained in this Agreement, a SOW and/or a PO, (iii) PROVIDER's business or activity, (iv) the infringement or alleged infringement of any rights of third parties, or (v) PROVIDER's or its officers, directors, employees, agents or contractors' failure to comply with any law, rule or regulation. The PROVIDER will also hold harmless and indemnify Indemnified Parties for any claim for insurance premium or any claim by any employee of the PROVIDER for injuries sustained in the ordinary courses of business, including, but not limited to the PROVIDER's employees or those of its agents or sub-contractors.

- B. The PROVIDER shall defend, indemnify and hold harmless the Puerto Rico Ports Authority and/or Puerto Rico Ports Authority's officers, directors, employees and agents, and their respective successors and assignees (collectively, the "Indemnified Parties"), from and against any and all causes of action, claims, demands, losses, liens, liabilities, suits, damages, fines, costs or expenses of any nature whatsoever (including, without limitation, attorney's fees, other costs of legal defense, claims for personal injury, death and damage to property, clean-up costs commodity spills and damage to the environment,) that the Indemnified Parties may incur, suffer or be required to pay arising from, in connection with, or relating to, directly or indirectly, (i) any acts or omissions by the PROVIDER, its officers, directors, employees, agents or contractors, (ii) non-fulfillment or breach by the PROVIDER of any representations, warranties, covenants and/or any other obligations and/or dispositions contained in this Agreement, a SOW and/or a PO, (iii) PROVIDER's business or activity, (iv) the infringement or alleged infringement of any rights of third parties, or (v) PROVIDER's or its officers, directors, employees, agents or contractors' failure to comply with any law, rule or regulation. The PROVIDER will also hold harmless and indemnify Indemnified Parties for any claim for insurance premium or any claim by any employee of the PROVIDER for injuries sustained in the ordinary courses of business, including, but not limited to the PROVIDER's employees or those of its agents or sub-contractors.

- C. PROVIDER, in addition any other remedies afforded under the law or this Agreement, shall also be liable for AEROSTAR's reasonable expenses incurred in mitigation of damages plus AEROSTAR's administrative expenses incurred in connection with the processing of claims against PROVIDER.
- D. The provisions of this Article IX shall survive cancellation, termination, or expiration of this Agreement.

X. NON-EXCLUSIVE AGREEMENT

It is understood and agreed between the parties hereto that this is a non-exclusive Agreement. AEROSTAR shall have the right to engage non-affiliated service providers to provide the Services contemplated by this Agreement and/or any SOW or to provide these Services directly and/or through its affiliates; and AEROSTAR shall have the right to purchase the Products contemplated by this Agreement and/or any SOW from a non-affiliated providers and/or from any of its affiliates.

XI. INDEPENDENT CONTRACTOR

The relationship between AEROSTAR and the PROVIDER under this Agreement is one of independent contractor. Nothing in this Agreement shall be interpreted as the creation of an employer/employee, joint venture or principal/agent relationship between AEROSTAR and the PROVIDER. The PROVIDER shall furnish, employ and have exclusive control of all persons to be engaged in connection with the performance of the Services, and shall prescribe and control the means and methods of doing such Services. All persons employed by the PROVIDER in regards to the performance of any such Services shall be employees of the PROVIDER, as said term is commonly understood in opposition to independent contractor, and neither the PROVIDER nor any of such employees shall be deemed to be employees of AEROSTAR for any purpose whatsoever, the PROVIDER being and at all times acting as an independent contractor to AEROSTAR. The PROVIDER shall be responsible for paying all

salaries, bonuses, expenses and benefits to its employees, as well as for withholding and/or paying any and all taxes, Social Security, Unemployment Compensation, State Insurance Fund Premiums, Disability Insurance, Chauffeurs Social Security, overtime, holiday time wages and/or any other taxes or contribution that may be required under the applicable laws and/or regulations. The PROVIDER will indemnify AEROSTAR for any claims brought by any individual, employee, government agency, or other party, against AEROSTAR arising out of any adjudicated failure of the PROVIDER to comply with this paragraph.

XII. ASSIGNMENT (NON-ASSIGNABILITY)

The PROVIDER shall not transfer or assign any of its rights or obligations under this Agreement without the prior written consent of AEROSTAR. Any such transfer or assignment without AEROSTAR's written consent shall be void and of no force and effect; provided further that if any said transfer occurs without AEROSTAR's consent, AEROSTAR may terminate this Agreement immediately

XIII. ENTIRE AGREEMENT

This Agreement (together with any exhibits, schedules, appendixes, and SOWs) contains all the terms and conditions of the contract between the Parties and supersedes any and all previous discussions, agreements, contracts and understandings, of every kind and nature between the Parties hereto. Each of the Parties represents and warrants that, in entering into this Agreement it is not relying on any promise, representation, warranty or agreement, oral or written, except those expressly set forth herein. Further, any prior agreement between the Parties, express or implied, is hereby revoked by mutual assent of each Party waiving any claims against the other Party. The terms of this Agreement may not be altered, waived, modified or discharged except by an express agreement in writing signed by duly authorized representatives of each of the Parties and referring specifically to this Agreement. All recitals, exhibits, schedules, appendixes, and SOWs are expressly incorporated and made a part of this

agreement, and shall be taken into account in its interpretation. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

XIV. GOVERNING LAW; CHOICE OF FORUM

AEROSTAR and the PROVIDER mutually acknowledge and agree that this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Puerto Rico. AEROSTAR and the PROVIDER mutually consent and submit to the exclusive jurisdiction of the state courts located in the Commonwealth of Puerto Rico and any action or suit concerning this Agreement or related matters shall only be brought by AEROSTAR and the PROVIDER before State Court of the Commonwealth of Puerto Rico, excluding all other possible forums, specifically the United States District Court for the District of Puerto Rico.

XV. DISRUPTION OF SERVICE: INJUNCTIVE RELIEF

PROVIDER acknowledges that any willful conduct on its part, its agents, employees or representatives that serves to disrupt AEROSTAR's business, including the operation in the Luis Muñoz Marín Airport and/or services provided to passengers and airlines by AEROSTAR or by any PROVIDER of AEROSTAR constitutes a material breach of this Agreement and will result in its immediate termination. Consequently, the PROVIDER agrees not to engage in such activity.

Furthermore, PROVIDER acknowledges that any violation to this clause may cause AEROSTAR irreparable damages. PROVIDER agrees that AEROSTAR may seek injunctive relief in case of disruption of its service or these of the Luis Muñoz Marín Airport and it waives any objection to such relief and recognizes AEROSTAR entitlement to injunctive relief and an award on damages.

XVI. FULLY NEGOTIATED AGREEMENT

AEROSTAR and PROVIDER mutually acknowledge and agree that this Agreement was fully negotiated by the Parties in equal terms and conditions. The Parties had ample opportunity to review the Agreement. Consequently, the terms of this Agreement will not be interpreted in favor of any one of the Parties.

XVII. FORCE MAJEURE

Neither party hereto shall be liable to the other for default in the performance of any of the terms and provisions of this Agreement if caused by fire, , war, terrorists, act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties; provided, however, that nothing in this Paragraph shall relieve the PROVIDER from its liability towards AEROSTAR for any loss, damage, or injury is caused by the negligence of the PROVIDER , shortage of parts or equipment, strikes or labor disputes of PROVIDER 's employees and not by an act of God, , the authority of law, or the sole negligence of AEROSTAR.

XVIII. TAXES.

The PROVIDER (and/or its employees, officers, directors, agents or subcontractors) shall not be treated as an employee of AEROSTAR for purposes of federal, state or local taxes. AEROSTAR will not make any withholdings or employer contributions required by law, such as, Social Security, temporary non-occupational disability insurance or any other retention under the applicable governmental laws or regulations. The PROVIDER shall be responsible for making all payments of the employer and individual contributions required by law, both at federal level as well as local. AEROSTAR shall withhold those amounts required by the applicable laws and regulations, for payments made by AEROSTAR to the PROVIDER for the Services rendered and/or for any other related service. AEROSTAR shall withhold and deposit the same with the Secretary of the Treasury of Puerto Rico ("Treasury") on behalf of the PROVIDER. It shall be the responsibility of the PROVIDER to notify AEROSTAR if it has

received any waiver related to the corresponding withholding of its taxes for services rendered, and provide copy to AEROSTAR of said waiver. AEROSTAR will notify the Treasury of the payments made to the PROVIDER under this Agreement, and shall require the PROVIDER, as many times as it deems necessary, evidence of having made the payments of the employer and individual contributions required by law.

XIX. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Moreover, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Provide further, that if a government authority, local or federal, were to legally set higher rates, taxes and/or charges than those mutually agreed to by the parties as per the terms contained in and SOW hereto, then AEROSTAR at its sole discretion may terminate this Agreement as such date the higher rates, taxes and/or charges were imposed and AEROSTAR will only pay outstanding balance under the Agreement and only to the amount as may have been mutually agreed to by the parties under this Agreement.

XX. AUDITS.

(a) General. The SERVICE PROVIDER shall be responsible for developing processes and procedures that ensure that the Services are performed in accordance with the terms set forth in this Agreement. The Parties shall mutually agree on terms and conditions for conducting quality assurance reviews.

(b) Audits Without Notice. Notwithstanding the foregoing, if AEROSTAR has reason to suspect any malfeasance or dishonest acts on the part of the PROVIDER, or other significant or non-routine problems, AEROSTAR shall be entitled to undertake an audit of the PROVIDER as AEROSTAR reasonably deems appropriate without the foregoing notice or other restrictions. If in any audit AEROSTAR determines that material operational problems or financial issues exist, the PROVIDER shall reimburse AEROSTAR for any costs incurred in such audit and AEROSTAR may conduct a follow-up audit when reasonably deemed appropriate by AEROSTAR.

(c) Service Provider’s Response. The PROVIDER shall provide responses with five (5) calendar days with regard to any conclusions and recommendations reported as part of an audit, indicating planned actions and proposed timeframes for each action.

XXI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of an electronic format data file (such as a “.pdf”), said signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

*****SIGNATURE PAGES FOLLOW*****

Agreed and signed in Carolina, Puerto Rico, this _____ of _____ of 20____.

AEROSTAR AIRPORT HOLDINGS, LLC

By: _____

Name: Agustin Arellano Rodríguez

Title: Chief Executive Officer

[PROVIDER]

By: _____

Name:

Title:

SCHEDULE A

SOW TEMPLATE

STATEMENT OF WORK #

To Master Provider Agreement

This Statement of Work (“SOW”) is subject to the terms and conditions of the Master Provider Agreement (the “Agreement”) executed between AEROSTAR and PROVIDER on _____, 2013, provided, however, that should there be a conflict among the terms and conditions of the Agreement and this SOW, this SOW will govern. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement

1. SERVICES:

a) **PROVIDER** shall provide **AEROSTAR** with the following services:

b) The commencement date for the Services is _____.

2. FEES:

AEROSTAR shall pay the **SERVICE PROVIDER** dollars (\$) for the Services performed under this SOW.

3. SERVICE PROVIDER OBLIGATIONS:

4. PROJECT MANAGER:

a) **SERVICE PROVIDER**'s Project Manager is:

Name:

Title:

Phone No.:

Fax No.:

e-mail:

b) **AEROSTAR**'s Project Manager is:

Name:

Title:

Phone No.:

Fax No.:

e-mail:

7. INCORPORATION:

This SOW is hereby incorporated into and made a part of the Agreement. In the event of a conflict between this SOW and the Agreement, this SOW shall govern.

Agreed to and accepted by:

AEROSTAR AIRPORT HOLDINGS, LLC PROVIDER

By:

By:

Name:

Name:

Title:

Title:

SCHEDULE B

PO TEMPLATE

[See Attached]