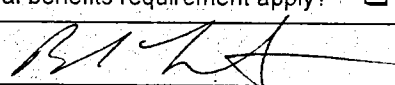


Res 371

Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

| | | | |
|--|--|--|--------------------------|
| DEPARTMENT AIRPORT | | CONTRACT/ADDENDUM #: 12690 | |
| 1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS | | Contract | Addendum |
| 2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | ↓ If Addendum, please include original contract number ↓ | |
| 3. Term of Contract or Addendum: From: <u>February 1, 2016</u> To: <u>Dec. 31, 2026</u> | | <input type="checkbox"/> POS | <input type="checkbox"/> |
| 4. Amount of Contract or Addendum <small>\$365,000./year or the Minimum Annual Guarantee from previous year, whichever is greater</small> | | <input type="checkbox"/> Co Lessee | <input type="checkbox"/> |
| 5. Purpose: Paradies Madtown, LLC will continue to operate the retail concession spaces at the Airport. Under the terms of the lease, Paradies Madtown, LLC will invest approx. \$1,600,000 to refurbish, remodel, and buildout retail concession concepts at the Airport | | <input checked="" type="checkbox"/> Co Lessor | <input type="checkbox"/> |
| | | <input type="checkbox"/> Intergovernmental | <input type="checkbox"/> |
| | | <input type="checkbox"/> Purchase of Property | |
| | | <input type="checkbox"/> Property Sale | |
| | | <input type="checkbox"/> Other: | <input type="checkbox"/> |
| 6. Vendor or Funding Source: Paradies-Madtown, LLC | | | |
| 7. MUNIS Vendor Code: 5981 | | | |
| 8. Bid/RFP Number: n/a | | | |
| 9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| 10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| 11. Account No. & Amount, Org. & Obj. _____ | | Amount \$ _____ | |
| Account No. & Amount, Org. & Obj. _____ | | Amount \$ _____ | |
| Account No. & Amount, Org. & Obj. _____ | | Amount \$ _____ | |
| 12. Is a resolution needed: <input type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 RES-371</u> | | | |
| 13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |
| 14. Director's Approval  | | | |

CONTRACT REVIEW/APPROVALS

| Initials | | Ftnt | Date In | Date Out |
|-----------|---------------------|------|----------------|---------------|
| <u>MA</u> | Received | | <u>1-27-16</u> | |
| <u>CA</u> | Controller | | | <u>2/2/16</u> |
| <u>N</u> | Corporation Counsel | | <u>2-3-16</u> | <u>2-2-16</u> |
| <u>rd</u> | Risk Management | | <u>2/3/16</u> | <u>2/3/16</u> |
| | ADA Coordinator | | | |
| <u>CA</u> | Purchasing Agent | | | <u>2/2/16</u> |
| | County Executive | | | |

VENDOR

| | |
|---|--|
| Vendor Name & Address | |
| Paradies-Madtown, LLC 2849 Paces Ferry Rd. #400 Atlanta, GA 30339 | |
| Contact Person | |
| Gregg Paradies | |
| Phone No. | |
| (404) 344-7905 (local: 243-8220) | |
| E-mail Address | |

Footnotes:

- _____
- _____

| | |
|--|--|
| Return To: Name/Title: <u>Kimberly S. Jones</u> | Dept.: <u>Airport - Finance & Administration</u> |
| Phone: <u>(608) 246-3391</u> | Mail Address: <u>4000 International Lane</u> |
| E-mail: <u>jones.kimberly@msnairport.com</u> | <u>Madison, WI 53704</u> |

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 2-27-16

Signed: 

Telephone Number: (608) 246-3390

Print Name: Bradley S. Livingston, AAE, Airport Dir.

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. Department Head Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 2-27-16

Signature: 

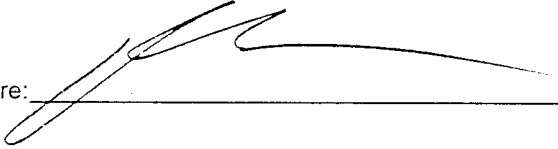
2. Director of Administration Contract is in the best interest of the County.
Comments:

Date: 2/3/16

Signature: 

3. Corporation Counsel Contract is in the best interest of the County.
Comments:

Date: 2/3/16

Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

RETAIL CONCESSION LEASE

LEASE NO. DCRA 2015-12

LESSOR: DANE COUNTY, WISCONSIN

LESSEE: PARADIES-MADTOWN, LLC

Dane County Regional Airport

Madison, Wisconsin

CONCESSION LEASE

Dane County Regional Airport

Madison, Wisconsin

THIS CONCESSION LEASE, made and entered into by and between the County of Dane (hereinafter, the "County"), a quasi municipal corporation existing under the laws of the State of Wisconsin, whose address is 4000 International Lane, Madison, Wisconsin 53704-3120, and Paradies-Madtown, LLC, (hereinafter, "Company"), a Company organized in the State of Wisconsin whose address is 5950 Fulton Industrial Boulevard, Atlanta, Georgia 30336, shall be effective as of the date it is fully executed by all parties.

WITNESSETH:

WHEREAS the County owns and operates an airport in the City of Madison, County of Dane, State of Wisconsin, known as the Dane County Regional Airport (hereinafter, the "Airport" or "DCRA"), and has the power to grant rights and privileges with respect thereto, and

WHEREAS the County has determined it to be in the best interests of the public and the County to enter into a Concession Lease with Company to build, maintain and operate retail concessions at the Airport pursuant and subject to the terms and conditions hereunder,

NOW, THEREFORE, in consideration of the premises and covenants herein, the County and Company agree as follows:

Definitions. As used in this Concession Lease, the following terms shall be defined as indicated.

1. Airport Concession Disadvantaged Business Enterprise (ACDBE) - A small business enterprise that provides airport concession services and has been certified by the State of Wisconsin as an ACDBE as defined in 49 CFR Part 23.
2. CFR – The Code of Federal Regulations.
3. Concession Lease - This written Lease between the County and Company covering the leasing of premises located in the Terminal at the Dane County Regional Airport for retail concession operations. Also, the “Lease.”
4. Day - A calendar day of 24 hours measured from midnight to the next midnight.
5. Leased Premises – The premises, consisting of concession concept space and office and storage space, identified in Section 1 of this Lease for use by Company in performing services as set forth herein.
6. Leasehold Improvements - All improvements and equipment that are affixed to the Leased Premises and cannot be removed without damage to the Leased Premises.
7. Lease Year – Each twelve-month period during the term of this Lease, beginning on February 1, 2016.
8. Local Brand - A branded concept that has a significant presence in the Madison Metropolitan Area.

9. Madison Metropolitan Area - The area within a 12 mile radius of the Wisconsin State Capital Building.
10. Minimum Annual Guarantee (MAG) - The minimum amount of annual rent Company will pay for the privilege of renting space for the operation of retail concessions at the Airport.
11. National Brand - A branded concept that has a significant recognition throughout the United States.
12. Percentage Rent - Rent based on a percentage of gross receipts, as set forth herein, that Company will pay the County in the event the Percentage Rent exceeds the Minimum Annual Guarantee.
13. Personal Property - All movable property not directly related to the retail sales operations conducted under this Lease, including office furniture, office equipment, and office supplies.
14. Public Areas - The areas in and around the Airport Terminal designated by the County for non-exclusive public use, including, but not limited to, walkways, roadways, waiting rooms, hallways, restrooms and other passenger conveniences.
15. Street Pricing Plus Policy - The pricing policy established in Subsection 11.3 of this Lease.
16. Tenant Design Criteria Manual - The Tenant Design Criteria Manual prepared for the DCRA by the Architectural Alliance and dated February 26, 2004.
17. Terminal - The passenger terminal building located at DCRA.

18. Trade Fixtures - All non-affixed items, except expendables and Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, display fixtures, and the like.

SECTION 1 - LEASED PREMISES

The County hereby leases to Company, and Company hereby agrees to lease from the County, Leased Premises consisting of, in part, 4065 square feet of concession concept space, located as generally shown in Exhibit A, attached hereto. Additionally, the Leased Premises shall include 2187 square feet of office and storage space, located as generally shown in Exhibit A. It is understood that the square footage of concession concept space and office and storage space leased hereunder will change as the result of the remodeling addressed in Section 7 of this Concession Lease, such that, effective September 1, 2016, the area of concession concept space leased hereunder will be 4222 square feet and the area of office and storage space leased hereunder will be 2050 square feet.

SECTION 2 - TERM

This Concession Lease shall have a term of ten years and eleven months, commencing on February 1, 2016 and terminating on December 31, 2026.

SECTION 3 - RIGHTS AND OBLIGATIONS

Company shall have the following rights and obligations in connection with its use of the Leased Premises:

a. Merchandise. Company shall sell printed material, sundries, gifts, and general merchandise to passengers, employees, and the general public in accordance with the terms and conditions contained herein. The list of items approved for sale is as set forth in Exhibit B, said list may from time to time be amended by the County. Carbonated drinks sold by Company shall be limited to products of the Coca Cola Company.

b. Space Allocation. No more than 10% of the concession concept space identified herein may be used for storage or office purposes.

c. Signs. Company shall install and maintain appropriate signs in or upon the Leased Premises, provided that the location, design, installation, and maintenance of all signs shall be subject to the provisions of Section 12 of this Agreement and the prior written approval of the County.

d. Employee Parking. Parking for Company's employees shall be provided by the County on a space-available basis in the employee parking area in common with employees of other operators and tenants at the Airport. The County may charge Company a parking fee for the use by its employees of the employee parking area. The County may change the parking fee, from time to time, upon giving a 30 day written notice to Company. Parking fees shall be assessed on a monthly basis and shall be payable by Company within 30 days of billing.

e. Construction. Company shall construct, remodel, and maintain improvements on the Leased Premises as permitted and required under the terms of this Lease.

f. Public Areas. Subject to all applicable federal, state, and local laws, rules, regulations, policies, and restrictions, Company shall have the right to use the Airport

Public Areas. Company's rights hereunder shall include the right of ingress and egress to and from the Leased Premises. The County reserves the right to modify or relocate the Public Areas at any time and in any way it deems appropriate, including, but not limited to, reconfiguration of the Public Areas, expansion or contraction of the Public Areas, or changing access points to and from the Public Areas.

g. Covenants, Conditions and Restrictions. This Concession Lease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, Federal Aviation Administration (FAA) restrictions, regulations, and matters of record pertaining to the Airport or the Terminal.

h. Compliance With Laws. Company shall abide by all applicable federal, state, and local laws, rules, regulations, and policies, including directives of the Airport Director and Airport Rules and Regulations.

i. Business Licenses. Company shall maintain, in current status, all federal, state, and local licenses and permits necessary or required by law for Company's operations under this lease.

SECTION 4 - USES AND PRIVILEGES

Subsection 4.1 - Use of Leased Premises.

The Leased Premises shall be used only for the purposes expressly specified in this Concession Lease. Company shall not at any time during the term hereof vacate the Leased Premises, or any portion thereof, without the prior written consent of the County.

Subsection 4.2 - Other Concessionaire's Rights.

The County shall retain the right to grant privileges under separate agreements for food, beverage and vending services at the Airport. The Airport food service concessionaire shall have the right to sell a limited amount of retail merchandise that pertains directly to food service operations, such as bulk coffee from the coffee vendor used at the Airport or logoed merchandise from a popular local restaurant.

Subsection 4.3 - Conflicts with Other Concessions.

In the event of a conflict between Company and any other lessee or concessionaire in the Terminal as to specific items to be sold or services to be provided, the County shall make the final determination as to which product or service may be sold or provided by each concessionaire or lessee.

Subsection 4.4 - Coin-Operated Amusement or Vending Machines.

Company shall not install amusement machines or vending machines in or upon the Leased Premises without the written approval of the Airport Director.

Subsection 4.5 - Prohibited Items.

Company shall not, without the written approval of the Airport Director, install, offer, display or operate any of the following items, products or services on the Airport premises:

- a. vending machines;
- b. pay telephones;
- c. advertisements not pertaining to Company's operations at the Airport;
- d. coin operated amusement machines;
- e. automated teller machines;

- f. hotel, motel, or ground transportation reservation information; or
- g. beer or liquor.

Subsection 4.6 - ACDBE Participation.

The County has accepted an ACDBE participation plan provided by Company under which two certified ACDBEs, Specialized Business Services, LLC and J.E.M.S. Enterprises of Madison, LLC, will be directly participating in the management and operation of the retail concession operated under this Lease. Company's ACDBE participation plan was a material consideration in the County's decision to enter into this Concession Lease, and Company shall implement and maintain the ACDBE participation plan, or a successor participation plan approved by the County, throughout the term of this Lease. Company's failure to implement and maintain an ACDBE participation plan, as approved, will be cause for immediate termination of this Concession Lease. In the event any ACDBE participating under the ACDBE participation plan ceases operations, Company shall immediately assume and maintain the ACDBE's operations and shall, contingent upon the County's approval, within 120 days enter into a contract with another certified ACDBE to assume said operations. In the event the United States government enacts any law or imposes any regulation in conflict with this subsection or Company's ACDBE participation plan, any conflicting provisions of this Lease or the participation plan shall be amended to conform to said federal laws or regulations, as interpreted by the County. By end of each calendar year during the term of this Lease, Company shall submit to the County reports setting forth in detail the ACDBE participation in Company's concession operations at the Airport during the federal fiscal year preceding the submittal date. Company shall provide full

responses to County’s affirmative action or ACDBE related inquiries and data collection requests within 30 days of receipt of such inquiries or requests. The parties hereto acknowledge and intend that Company’s ACDBE participation plan shall at all times be administered and applied in compliance with 49 CFR Part 23.

SECTION 5 – RENT, ACCOUNTING RECORDS, AND SECURITY DEPOSIT

Subsection 5.1 – Monthly Rent and Space Rental

As consideration for the rights and obligations set forth herein, Company shall pay Monthly Rent to the County in the amount calculated as required under Subsection 5.1d, below.

a. Minimum Annual Guarantee (MAG). The MAG shall be as follows:

| Time Period | Minimum Annual Guarantee |
|---|---|
| First Lease Year | \$365,000 |
| Second Lease Year through Tenth Lease Year, and the for the eleven months following end of Tenth Lease Year | Ninety percent of the sum of Monthly Rent actually paid to the County for the prior Lease Year, or the MAG for the first Lease Year, whichever is higher. |

b. Percentage Rent. The Percentage Rent shall be as follows:

| Product Category | Percentage Rent |
|-------------------------|------------------------|
| News and sundries | 11% |
| Food and beverages | 15% |

| | |
|----------------------------|-------|
| Gifts and Souvenirs | 16.5% |
| Advertising and Promotions | 19% |

c. Rent for Office and Storage Space. In addition to Monthly Rent, Company shall on a monthly basis, due and payable in advance on or before the first day of each month, pay rent on a per square basis for the use of office and storage space in the Terminal, as such office and storage space and the area thereof is set forth in Section 1 above. The rental rate for the office and storage space leased hereunder shall be the same as the rate charged nonsignatory airlines for exclusive use terminal space, as established in Section 67.26 of the Dane County Code of Ordinances. Such rental rate is subject to annual adjustment by the Dane County Board of Supervisors, effective as of January 1 of each year during the term of this Lease.

d. Payment of Monthly Rent. The County shall provide to Company in electronic format an accounting statement form that shall be used for submittals required under this subsection. Within 15 days after the end of each calendar month during the term of this Lease, Company shall deliver to the County an accounting statement, in the format provided by the County, certified as correct by Company or Company’s authorized agent. As used in this Section 5, the term “Date” shall refer to and include the last day of the calendar month preceding the date on which the required accounting statement is delivered. Each statement will reconcile the Lease Year to Date payments with the Lease Year to Date Monthly Rent as calculated and shall clearly state the following:

- i. The monetary amount that is one twelfth of the MAG effective during the preceding calendar month and the monetary amount that is equal to the MAG for the Lease Year to Date;
- ii. The total Gross Receipts for each calendar month and for the Lease Year to Date, itemized by product category, as shown in Exhibit B, and concession location, as shown in Exhibit A.
- iii. The Percentage Rent, due for the Lease Year to Date by each product category and the sum of all such rents;
- iv. The total rent previously paid by Company for the Lease Year within which the preceding calendar month falls; and
- v. The greater of the Lease Year to Date MAG or the Lease Year to Date Percentage Rent, less the total rent previously paid by Company for the Lease Year, shall be the Monthly Rent due for the preceding calendar month.

Concurrently with the submittal of each monthly accounting statement, Company shall pay to the County as Monthly Rent the amount calculated in Subsection 5.1dv, above.

If the commencement or termination of a payment period falls upon any date other than the first or last day of a calendar month, the applicable payments for said payment period shall be in the same proportion that the number of days in the payment period bears to the total number of days in the month in which the payment period falls.

The County reserves the right to change the required form of the monthly statement and to require the submission by Company of other information pertaining to the Gross Receipts hereunder, and Company agrees to change the form of its statements to that requested by the County and to provide any such additional information the County may request. Company shall keep full and accurate books and records showing all of its Gross Receipts hereunder, and the County shall have the right, through its representatives and at reasonable times, to inspect, examine, copy and audit such books and records, including State of Wisconsin sales tax return records. Company hereby agrees that all such books and records will be made available to the County at the Airport for at least three years following the period covered by such books and records.

e. Place of Payment and Filing. Payments and statements to be provided the County under this Concession Lease shall be delivered to:

Dane County Regional Airport
ATTN: Accounting Department
4000 International Lane
Madison, WI 53704

The designated place of payment and filing may be changed at any time by the County upon ten days written notice to Company. Payments shall be made by check payable to Dane County. Company assumes all risk of loss if payments are made by mail.

f. Form of Payment. All rents due under this Concession Lease shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Company or receipt by the County of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall

any endorsement or statement on any check or any letter accompanying any check or payment be deemed to establish an accord and satisfaction, and the County may accept such check or payment without prejudice to the County's right to recover the balance of said amount due or pursue any other remedy at law or under this Concession Lease.

g. Performance Guarantee. Company shall deposit with the County, and continuously maintain throughout the term of this Concession Lease, a performance guarantee in the amount of \$100,000. The performance guarantee shall be in the form of a surety bond, a cashier's or certified check, money order, or an irrevocable letter of credit (by a bank rated "B" or better by Sheshunoff Information Service) made payable to Dane County. If the performance guarantee is in the form of a surety bond, the bond shall be issued by a surety company authorized to do business in the State of Wisconsin and rated A or better. The performance guarantee shall secure Company's full and faithful performance and observance of all of Company's obligations under this Concession Lease. The performance guarantee shall not be considered to be held in trust by the County for the benefit of Company, and shall not be considered an advance payment of rent or a measure of the County's damages in the case of an event of default by Company. The County may draw upon and apply the performance guarantee to pay any rent not paid by the date it is due hereunder, or to remedy any other violation of this Concession Lease. The County may draw down the entire performance guarantee immediately, without notice to Company, upon receipt of a notice of non-renewal of the performance guarantee. If the County draws upon the performance guarantee or any portion thereof, Company shall, immediately upon demand, replenish the performance guarantee to its full amount. If

Company fully performs all of its obligations under this Concession Lease, the performance guarantee, or any balance remaining, will be released within thirty days from the expiration or termination of this Concession Lease and delivery of the Leased Premises to the County. However, if the County determines that a question exists concerning Company's full compliance with the Concession Lease or if there is any obligation under this Concession Lease to be performed after the expiration or earlier termination of this Concession Lease, the County shall be entitled to require that the performance guarantee remain in place until the County is fully satisfied that there has been no violation of the Concession Lease and all obligations due under this Concession Lease have been fully performed.

Subsection 5.2 Definition of Gross Receipts.

As used herein, the term "Gross Receipts" shall include all revenues derived from the sale of merchandise, services, advertising, and promotions on or from the Leased Premises, whether delivered on or off the Airport, whether paid for in cash or credit, and regardless of when and if paid for, except only as explicitly excluded hereunder. Excluded from Gross Receipts shall be:

- i. Federal, state, county, and municipal sales taxes or other taxes separately stated and collected from customers;
- ii. Receipts from the sale of or the trade-in value of any Trade Fixtures;
- iii. Receipts in the form of refunds from or the value of merchandise, supplies, or equipment returned to shippers, suppliers or, manufacturers;

iv. Receipts from the sale of uniforms or clothing to Company's employees where it is required that such uniforms or clothing be worn by said employees.

In the event Company fails for any reason to charge for or collect the value of any product or service provided hereunder, the amount customarily charged by Company for such product or service shall be included in the calculation of Gross Receipts. No deduction shall be made from Gross Receipts by reason of any credit loss, charge, or deduction that may be incurred by reason of the acceptance or use of credit cards or other credit or charge arrangements.

Subsection 5.3 – Annual Certified Statements and Delinquent Rentals.

a. Annual Certified Statements. Each year during the term of this Concession Lease, within 30 days of the anniversary of the Lease Year, Company shall provide to the County a written statement certified by a senior financial officer of Company stating that in his or her opinion the Monthly Rent paid hereunder by Company to the County during the preceding year was paid in accordance with the terms of this Concession Lease. Such statement shall also contain a list of Gross Receipts, as defined herein, by month, location and merchandise category which were used to compute the Monthly Rent payments made to the County during the period covered by said statement.

b. Delinquent Rent and Fees. Without waiving any other right or action available to the County, in the event any payment due to the County pursuant to this Concession Lease is not received by the County by the due date, Company shall pay to the County a late payment fee of \$500 per occurrence plus interest thereon at the rate of one and one-half percent per month from the date such payment was due and payable until paid. Company and the County hereby agree that such late fees represent a fair and reasonable estimate of the costs that the County will incur by reason of Company's late payment. Acceptance of late fees or any portion of the overdue payment shall not be deemed a waiver by the County of any other right or remedy granted hereunder.

Subsection 5.4 - Audit.

Company shall maintain internal controls designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that Company's financial records are reliable for the purposes of preparing financial statements. Company shall prepare financial statements in conformity with generally accepted accounting principles. The internal controls shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures. The County reserves the right to audit Company's books and records at any time for the purpose of verifying the Gross Receipts and Percentage Rent calculation hereunder for any period within three years prior to such audit. If, as a result of such audit, it is established that Company has understated the Gross Receipts received from its operations at the Leased Premises by three percent or more, the entire expense of

said audit shall be borne by Company. Any additional Percentage Rent due shall forthwith be paid by Company to the County with interest thereon at one and one-half percent per month from the date such additional Percentage Rent should have been paid.

SECTION 6 – DESIGN APPROVAL.

Subsection 6.1 – Plans, Specifications and Drawings.

a. General. Any improvement, remodeling, alteration or rebranding involving or performed on the Leased Premises by Company shall be subject to the written approval of the County prior to the commencement of work thereon. First-class standards of design and construction, as determined by the County, shall be complied with in connection with all work performed on the Leased Premises and all construction shall conform with the Airport's Tenant Design Criteria Manual. Upon request for approval of work as required herein, Company shall provide to the County six reproducible sets of plans and one complete materials board. After final approval by the County, the County shall return to Company one set of approved plans.

b. Improvements in Compliance with Laws and Regulations. All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefor, constructed or installed by Company, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, rules, and regulations; including the ADA Act of 1990 and Section 10.4 of the Airport Tenant Design Criteria Manual; and amendments thereto. Any approval given by the County shall not constitute a representation or warranty as to compliance with this subsection, and responsibility for such compliance shall at all times remain with Company.

c. Approvals Extend to Architectural and Aesthetic Matters. The County reserves the right at its sole and absolute discretion to withhold approval of any layout or design proposals on the basis of architectural or aesthetic considerations.

d. Disapprovals. In the event the County does not approve plans or specifications for improvements or alterations required by the County, Company shall promptly submit revised plans for approval by the County. The County agrees to review submitted plans and specifications in a timely manner. All work shall be performed in accordance with plans approved by the County.

e. Provision of As-Built Drawings. Upon completion of any construction in or on the Lease Premises, Company shall provide the County two completed sets of as-built drawings in reproducible form and an electronic file of as-built drawings in a format acceptable to the County. Upon request of the County, Company shall inspect the Leased Premises jointly with the County to verify the as-built drawings.

Subsection 6.2 – Video, Paging and Audio Systems.

Company shall not install any video, paging or audio systems within the Leased Premises without prior County approval of the plans and specifications therefor.

SECTION 7 – REMODELING AND CAPITAL INVESTMENT.

As specified below, Company shall at its sole expense relocate, build out remodel, rebrand, equip, and furnish, (hereinafter, collectively, “remodel”) the existing concession concepts identified as the Wisconsin Marketplace, Travel Essentials Kiosk, Lake Country Travelmart, and the CNBC Store,. Company shall, as approved by the Airport Director, schedule the dates during which concession locations will be closed for construction work

such that inconvenience to users of the Airport is minimized. All remodeling required hereunder is subject to the requirements of prior design approval by the County, as set forth in Section 6 above.

Subsection 7.1 – Wisconsin Marketplace

The approximate area presently branded as the Wisconsin Marketplace is to be rebranded as the Madison Xchange and shall be remodeled in the manner generally represented in the attached Exhibit C, subject to the County's final approval of detailed plans and specifications therefor. Plans and specifications submitted and approved hereunder shall include a proposed date for the closing of the Wisconsin Marketplace for commencement of the remodeling work, and the date by which the Madison Xchange concept will be open for business. In any event, the Madison Xchange shall be fully open for business by August 15, 2016.

The plans and specifications for work required under this subsection shall set forth with specificity all work, materials, and any other matters or conditions that Company expects the County to provide during the remodeling of the Wisconsin Marketplace, including the specific dates and times any such work, materials, or other matters or conditions are to be provided.

The cost for the remodeling required under this subsection shall not be less than \$813,600. Within 30 days of the date on which the Madison Xchange is open for business, Company shall provide the County with a statement certifying the actual cost of remodeling the Wisconsin Marketplace. For purposes of the foregoing certified statement, the cost of the remodeling shall not include financing costs, interest, inventory, pre-opening expenses,

or intracompany charges related to construction. Professional fees related to remodeling as required under this subsection shall not exceed fifteen percent of the total certified cost of the remodeling.

If the actual cost of remodeling the Wisconsin Marketplace, as certified, is not at least \$813,600, the County may bill Company for the difference between the cost as certified and \$813,600, which amount shall be payable to the County within thirty days of billing. At the time the certified statement required under this subsection is provided to the County, Company shall submit a depreciation schedule for the subject remodeled leasehold improvements addressed under this subsection, calculated in accordance with Section 15.2 of this Lease.

Subsection 7.2 – Travel Essentials Kiosk

The Travel Essential Kiosk area, adjacent to the Terminal south security checkpoint exit, is to be expanded to a permanent wall store concept rebranded as Madison Xpress. The Madison Xpress concept is to have a floor plan and finishes as generally represented in the attached Exhibit D, subject to the County's final approval of detailed plans and specifications. Plans and specifications submitted and approved hereunder shall include a proposed date for the closing of the Travel Essential Kiosk for commencement of the remodeling work, and the date by which the Madison Xpress concept will be open for business. In any event, the Madison Xpress concept shall be fully open for business by August 15, 2016.

The plans and specifications provided under this subsection shall set forth with specificity all work, materials, and any other matters or conditions that Company expects

the County to provide during the build out of the Madison Xpress concession, including the specific dates and times any such work, materials, or other matters or conditions are to be provided.

The cost for the remodeling required under this subsection shall not be less than \$135,000. Within thirty days of the date on which the Madison Xpress concept is open for business, Company shall provide the County with a statement certifying the actual cost of the build out of the Madison Xpress concession. For purposes of the foregoing certified statement, the cost of the remodeling shall not include financing costs, interest, inventory, pre-opening expenses, or intracompany charges related to construction. Professional fees related to remodeling as required under this subsection shall not exceed 15% of the total certified cost of the remodeling.

If the actual cost of the build out of the Madison Xpress concept, as certified, is not at least \$135,000, the County may bill Company for the difference between the cost as certified and \$135,000, which amount shall be payable to the County within thirty days of billing. At the time the certified statement required under this subsection is provided to the County, Company shall submit a depreciation schedule for the subject remodeled leasehold improvements addressed under this subsection, calculated in accordance with Section 15.2 of this Lease.

Subsection 7.3 – Lake Country Travelmart

The area presently branded as the Lake Country Travelmart shall be remodeled in the manner generally described and represented in the attached Exhibit E, subject to the County's final approval of detailed plans and specifications. Plans and specifications

submitted and approved hereunder shall include a proposed date for the closing of the Lake Country Travelmart, or any portion of the concept, for the commencement of remodeling work, and the date by which the fully remodeled Lake Country Travelmart concept will be open for business. In any event, the remodeled Lake Country Travelmart concept shall be fully open for business by August 15, 2016.

The plans and specifications provided under this subsection shall set forth with specificity all work, materials, and any other matters or conditions that Company expects the County to provide during the remodeling of the Lake Country Travelmart concept, including the specific dates and times any such work, materials, or other matters or conditions are to be provided.

The cost for the remodeling required under this subsection shall not be less than \$20,000. Within thirty days of the date on which the Lake Country Travelmart reopens for business, Company shall provide the County with a statement certifying the actual cost of remodeling the Lake Country Travelmart. For purposes of the foregoing certified statement, the cost of the remodeling shall not include financing costs, interest, inventory, pre-opening expenses, or intracompany charges related to construction. Professional fees related to remodeling as required under this subsection shall not exceed fifteen percent of the total certified cost of the remodeling.

If the actual cost of remodeling the Lake Country Travelmart, as certified, is not at least \$20,000, the County may bill Company for the difference between the cost as certified and \$20,000, which amount shall be payable to the County within thirty days of billing. At the time the certified statement required under this subsection is provided to the

County, Company shall submit a depreciation schedule for the subject remodeled leasehold improvements addressed under this subsection, calculated in accordance with Section 15.2 of this Lease.

Subsection 7.4 – CNBC Store Refurbishment

The area presently branded as the CNBC Store shall be remodeled in the manner generally described and represented in the attached Exhibit F, subject to the County's final approval of detailed plans and specifications. Plans and specifications submitted and approved hereunder shall include a proposed date for the closing of the CNBC Store, or any portion of the concept, for the commencement of remodeling work, and the date by which the fully remodeled CNBC Store concept will be open for business. In any event, the remodeled CNBC Store concept shall be fully open for business by August 15, 2016.

The plans and specifications provided under this subsection shall set forth with specificity all work, materials, and any other matters or conditions that Company expects the County to provide during the remodeling of the CNBC Store concept, including the specific dates and times any such work, materials, or other matters or conditions are to be provided.

The cost for the remodeling required under this subsection shall not be less than \$10,000. Within thirty days of the date on which the CNBC Store reopens for business, Company shall provide the County with a statement certifying the actual cost of remodeling the CNBC Store. For purposes of the foregoing certified statement, the cost of the remodeling shall not include financing costs, interest, inventory, pre-opening expenses, or intracompany charges related to construction. Professional fees related to remodeling as

required under this subsection shall not exceed fifteen percent of the total certified cost of the remodeling.

If the actual cost of remodeling the CNBC Store, as certified, is not at least \$10,000, the County may bill Company for the difference between the cost as certified and \$10,000, which amount shall be payable to the County within thirty days of billing. At the time the certified statement required under this subsection is provided to the County, Company shall submit a depreciation schedule for the subject remodeled leasehold improvements addressed under this subsection, calculated in accordance with Section 15.2 of this Lease.

Subsection 7.5 – CNBC Store Closure and Replacement

It is expected that the County's renovation and expansion of the bathrooms presently located on the Terminal second level in the area of gates 5 and 6 will take place during the term of this Concession Lease. The bathroom renovation and expansion project will displace the present CNBC Store concept, which will be closed when the bathroom renovation and expansion project interferes with Company's opportunity to effectively do business out of the CNBC Store. Upon closure of the CNBC Store, Company shall remove all of its property from the space occupied by the CNBC Store.

Company and the County shall engage in good faith discussions to determine, in light of the volume of passenger traffic and the projected need for retail concession services in the area, the size, type, specific location and cost of the food and beverage concession that is suitable for installation to replace the CNBC Store. It is the intent of the parties that the replacement concession concept will cost no more than \$315,000, and that a replacement concession concept will be in place and fully operating in the general

location of the former CNBC Store concept upon completion of the foregoing bathroom renovation and expansion project. If Company and the County cannot in a timely manner jointly determine and agree upon the size, type, location and cost of the retail concession concept that is to be installed under this subsection, the County may in its sole discretion make such determination and provide Company space for the build out of the replacement concession concept. If the size, type, location and cost of the replacement concession concept is determined by the County under the preceding sentence, the build out cost, not including financing costs, interest, inventory, pre-opening expenses, or intracompany charges related to construction, shall not exceed \$315,000.

Subsection 7.6 – Midterm Refurbishment

In addition to the requirements of routine maintenance and refurbishment set forth in Section 9 below, Company shall perform a midterm refurbishment of the concession spaces it occupies under this Lease. The type and extent of the midterm refurbishment shall be as agreed upon by Company and the County, and shall be commenced and completed during 2021, or as otherwise approved by both parties hereto. If Company and the County cannot in a timely manner jointly determine and agree upon the type and extent of the midterm refurbishment, the County may in its sole discretion make such determination and Company shall without delay complete the refurbishment in the manner determined by the County. In any event, unless otherwise approved by both parties to this Lease, Company shall not be required to expend more than \$300,000 on the midterm refurbishment.

Within thirty days of completion of the midterm refurbishment required under this subsection, Company shall provide the County with a statement certifying that its actual refurbishment costs. If said actual costs are less than \$300,000, the County may bill Company for the difference between \$300,000 and the actual costs of the midterm refurbishment, which amount shall be payable to the County within thirty days of billing. The calculated cost of the midterm refurbishment shall not include financing costs, interest, inventory, or intracompany charges related to the refurbishment. Professional fees related to the midterm refurbishment shall not exceed fifteen percent of the total certified cost of the refurbishment.

SECTION 8 – TITLE TO IMPROVEMENTS, DEMOLITION AND ALTERATIONS.

Subsection 8.1 - Title.

All improvements made to the Leased Premises by Company shall be and remain the property of Company until the termination of this Concession Lease, at which time said improvements, except for Personal Property, and expendables, shall become the property of the County, at no cost to the County unless otherwise expressly provided herein.

Subsection 8.2 - Alterations and Improvements to Airport.

Company acknowledges that from time to time the County may undertake construction, repair, or other activities related to the operation of the Airport that may temporarily affect Company's operations hereunder. Company agrees to accommodate the County in such matters, even though Company's own activities may be inconvenienced, and Company agrees that no liability shall attach to the County, its officers, employees, or agents by reason of such inconvenience or impairment. It is

agreed that in the event such activities of the County substantially impair the operations of Company under this Concession Lease, the MAG shall be waived during such period of substantial impairment. The determination that an activity constitutes “substantial impairment” shall be made at the sole discretion of the County after consultation with Company.

Subsection 8.3 - Removal and Demolition.

Company shall not remove or demolish, in whole or in part, any Leasehold Improvements without the prior written consent of the County, which consent may be conditioned upon the obligation of Company, at Company’s cost, to replace the same with an improvement specified in such consent.

Subsection 8.4 - Liens.

Company shall not permit the Leased Premises to become subject to any lien, including, but not limited to, mechanic's, laborer's, or materialman's liens, on account of labor or material furnished to Company or claimed to have been furnished to Company in connection with work of any character performed or claimed to have been performed in connection with this Lease. In the event such a lien is filed or recorded, Company shall within 10 days of such filing or recording cause the lien to be dismissed, released or satisfied. In the event of Company’s failure to clear the record of any such lien within such time period, the County may remove said lien by paying the full amount thereof or by bonding or in any other manner the County deems appropriate, without investigating the validity thereof, and notwithstanding the fact that Company may contest the propriety or the amount thereof, and Company, upon demand, shall pay the County the amount so paid by

the County in connection with the discharge of said lien, together with interest thereon at the rate of one and one-half percent per month and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to the County on the first day of the next following month.

SECTION 9 - MAINTENANCE OF LEASED PREMISES

Subsection 9.1 - County Maintenance Obligations.

a. General Maintenance and Operation. The County shall with reasonable diligence maintain, operate, and keep in good repair the Airport, including the Terminal.

b. Maintain Access. The County shall, throughout the term of this Concession Lease, maintain all roads on the Airport giving access to the Terminal in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Terminal over said roads at all times, unless security or construction conditions dictate otherwise. The County reserves the right to restrict access to the Terminal for deliveries during peak activity periods by giving written notice of such restriction at least 10 days in advance of the effective date thereof.

Subsection 9.2 - Company Maintenance Obligations.

a. Company's General Obligations. Company shall, without cost to the County, maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Company shall maintain and repair all Leasehold Improvements and all furnishings, fixtures, and equipment in or on the Leased Premises, whether installed by Company or by others, including repainting or redecorating as necessary, and replacing or

repairing worn carpet, tile, fixtures, and furnishings. Company shall maintain, repair and replace, as necessary, all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Leased Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work shall be subject to the prior written approval of the County.

b. Preventive and Routine Maintenance Programs. Company shall establish a preventive and routine maintenance program, the provisions of which shall be subject to the approval of and periodic review by the Airport Director.

c. County Sole Judge of Maintenance. The County shall be the sole judge of the quality of maintenance. The Airport Director or the Director's designee may, during Company's working hours and without notice, enter upon the Leased Premises to determine if maintenance satisfactory to the County is being performed. If it is determined that such maintenance is not satisfactory, the County shall so notify Company in writing. If such maintenance is not performed to County standards by Company within seven days after receipt of written notice, the County or its agents thereafter shall have the right to enter upon the Leased Premises and perform the maintenance thereof and Company agrees to promptly reimburse the County for the cost thereof, plus fifteen percent for administrative overhead.

d. Routine Refurbishment. On or about the commencement of each calendar year, representatives of the County and Company shall tour the Leased Premises and jointly agree upon what, if any, routine refurbishment is required to maintain the Leased Premises in first-class condition, and Company shall promptly undertake such refurbishment at its sole cost and expense. If Company and the County cannot jointly agree upon the type and extent of refurbishment, the County may in its sole discretion determine the refurbishment required. For purposes of this paragraph, “refurbishment” shall mean the routine repainting or redecoration of concession space within the Leased Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

e. Hazardous Conditions. Upon discovery, Company shall immediately give oral notice to the County of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected immediately by Company. At the direction of the Airport Director, Company shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.

f. Maintenance Personnel and Program. Company agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Leased Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

g. Health and Sanitary Regulations. Company shall comply with all applicable health and sanitation laws and regulations. Company shall give access for inspection

purposes to government representatives for the purpose of enforcement of health and sanitation laws and regulations. Company shall provide the County with copies of all inspection reports, within 48 hours of receipt.

h. Trash and Refuse. Company shall provide for clean, orderly and sanitary handling and removal of all trash and other refuse associated with its operations hereunder.

i. Transporting Trash and Refuse. When transporting trash and refuse from the Leased Premises Company shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels suitable for operating on carpets and tile without damage thereto. Such transport shall take place during hours as may be approved by the County. Trash or debris shall not be allowed to accumulate or be stored on the Airport Premises and shall not be deposited in the County's trash containers without the County's prior written consent.

j. Damage Caused To County Property. Damage caused to Airport or County property or operations or the property of any Airport tenant, person, or entity caused by Company, or as a result of the operations of Company, shall be the responsibility of Company, and Company shall reimburse the County for any such damage paid for by the County within thirty days of billing by the County. Any sums so paid by the County shall bear interest at the rate of eighteen percent per annum or the highest rate allowed by law, whichever is more, from the date paid by the County until the County has been fully repaid. If the same type of damage is caused by Company more than once, such as a water leak

or electrical service interruption, the County shall review and approve Company's plan of repair or may require that Company allow the County to make the repair and then reimburse the County for the cost of such repair.

SECTION 10 – OPERATION OF LEASED PREMISES

Subsection 10.1 - Hours of Operation.

The minimum hours of operation of the concession concepts operated under this Lease, including successor concepts identified in Section 7 of this Lease, shall be as follows:

| <u>Unit</u> | <u>Minimum Hours of Operation</u> |
|-------------------------|-------------------------------------|
| Lake Country Travelmart | 5:00 a.m. to 11:00 p.m., every day. |
| CNBC Store | 5:00 a.m. to 7:30 p.m., every day |
| Wisconsin Marketplace | 5:00 a.m. to 7:30 p.m., every day |
| Travel Essentials Kiosk | 5:00 a.m. to 7:30 p.m., every day. |

In any event, notwithstanding the above established minimum hours of operation, Company shall keep its concession concept on the Terminal first floor open until at least fifteen (15) minutes after the arrival of the last scheduled flight, whether or not the arrival is delayed, and shall keep at least one of its post security concession concepts open until at least fifteen (15) minutes prior to the departure of the last scheduled flight, whether or not the departure is delayed.

If, during hours that Company is operating at the Airport, the Airport Director or his or her designee notifies Company that passengers affected by an irregular operation have arrived at the Airport Terminal, Company shall keep at least one of its post security concession concepts open until such passengers have departed from the Terminal.

If, during hours that Company is not operating at the Airport, the Airport Director or his or her designee notifies Company that passengers affected by an irregular operation have arrived at the Airport Terminal, Company shall, within one hour of being so notified, open, and keep open until such passengers have departed from the Terminal, at least one of its post security concession concepts.

Company may request changes in the minimum hours of operation required herein, which changes may be implemented only upon the prior written approval of the Airport Director.

Subsection 10.2 - Delivery of Goods.

Company shall arrange for the transport of all goods, stock, fixtures, and supplies to and from the Leased Premises at such times and in such manner as approved in writing by the Airport Director.

Subsection 10.3 - Cash and Record Handling Requirements.

a. General. Within thirty days of execution of this Lease, Company shall submit for the approval of the Airport Director written cash and record handling procedures. Such procedures may be revised from time to time, as mutually agreed upon by Company and the Airport Director.

b. Fidelity Bonds. Company shall maintain fidelity bonds in amounts standard within the airport concession industry on its employees engaged in activities under this Concession Lease.

c. Failure to Use Required Procedures and Systems. In the event customer sales are not recorded because of failure by Company to comply with cash and record handling procedures approved under Subsection 10.3 a. above, or for any other reason, Company shall pay to the County the amount that would have been due the County had such sales been properly recorded, plus one and one-half percent per month for each month that sales were not recorded. The County shall have the right to make reasonable estimates of losses it sustained as the result of improper recordation of sales.

Subsection 10.4 - Utilities.

a. The County shall provide the Leased Premises with heat and air-conditioning to keep the Leased Premises at reasonable temperatures for the conduct of Company's activities. Temperatures in the Leased Premises shall be comparable to temperatures within the Terminal.

b. The County shall provide Company with access to available utilities, electricity, telephone, communications, fire protection, HVAC and plumbing systems at or near the perimeter of the Leased Premises. Material, means and methods for approval, connection and use of such systems within the Leased Premises shall be as specified in the Tenant Design Criteria Manual and at Company's sole expense. In the event Company needs additions, improvements or upgrades to systems provided by the County, the costs therefor shall be borne by Company.

c. Company agrees to pay for all utilities it uses, including deposits, installation costs, meters, and service charges. No such payment of utilities shall constitute a payment of rent or credit against any other amount due under this Concession Lease.

d. In the event meters are impractical, the County shall have its engineers prepare a monetary estimate of annual utility consumption, which shall be payable monthly and adjusted from time to time by the County based on increases in utility rates. This section shall not relieve Company of the requirement to install meters where not impractical.

SECTION 11 - QUALITY AND CHARACTER OF SERVICE

Subsection 11.1- Merchandising Plan.

Company shall offer for sale at the Airport the items listed in Exhibit B. Upon the request of the Airport Director, Company shall cease selling, displaying or advertising any item that the Airport Director determines is objectionable for sale or display at the Airport. Upon prior written approval from the County, Company may from time to time add or delete items from its merchandise offerings.

Subsection 11.2 - Quality of Merchandise.

Company shall offer for sale only high quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Company that the County has determined that Company is in violation of this provision, Company shall correct the condition objected to within three days after receipt of such notice.

Subsection 11.3 - Pricing.

Company shall comply with the following Street Pricing Plus Policy adopted by the County for retail concessions at DCRA:

a. Printed Material. Printed material shall be priced as listed on the inside or outside of the cover.

b. Staples. As used herein, “staples” shall include the following items: health and beauty aids; medication; cigarettes and tobacco; candy and snacks; greeting cards; beverages; and food to go. Staple items shall be priced at no more than the “street price”, *i.e.*, at no more than the price such staples are offered at comparable or similar outlets in the Madison Metropolitan Area.

c. Non-Staple Items. As used herein, “non-staples” shall include the following items: film; batteries; luggage; travel accessories; gifts; souvenirs; apparel; toys; gourmet food, headwear; and eyewear. Non-staple items may be priced at no more than ten percent above the street price in the Madison Metropolitan Area.

d. Price Comparisons. For each staple and non-staple item sold on the Leased Premises, Company shall provide the County with the names of three retail outlets in the Madison Metropolitan Area that sell the item and are comparable in concept, size and quality to the Leased Premises. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Concession Lease to determine compliance with the Street Pricing Plus Policy.

During the term of this Concession Lease, Company shall at least semi-annually provide documentation to the County comparing the prices it charges at DCRA with the prices charged by the designated comparable outlets to establish Company’s compliance with the Street Pricing Plus Policy. The items used in the foregoing price comparisons shall be the 10 items sold by Company having the highest dollar sales volume and another five items selected as having the highest number of units sold.

Additionally, no more than twice per year, the County may require Company to

perform a price comparison of up to twenty items selected by the County. In the event it is determined by the County that Company is not in compliance with the Street Pricing Plus Policy, the County shall give Company written notice thereof and may proceed with the Sanctions outlined in Section 24 hereof.

Subsection 11.4 - Adult Materials.

Any adult materials approved for sale on the Leased Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to the County's approval. Any other adult materials shall be handled as approved by the County. Company shall immediately remove from the Leased Premises all adult materials that the County directs it to so remove and shall not thereafter display or sell such material on the Leased Premises. For the purposes of this Subsection the County's designation of an item as adult material shall be final.

Subsection 11.5 - Airport Director's Right to Object.

The Airport Director shall have the right to raise reasonable objections to the appearance or condition of the Leased Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices to be remedied by Company within three days of notice thereof.

Subsection 11.6 - Nondiscriminatory Services Requirement.

Company shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and

nondiscriminatory prices. Notwithstanding the foregoing, Company may give reasonable and nondiscriminatory discounts, rebates, or other similar price reductions as it may desire to its employees and other Airport employees.

Subsection 11.7 - Type of Operation.

Company shall maintain and operate the Leased Premises in an orderly, proper, and first-class manner, which, in the sole judgment of the Airport Director, does not annoy, disturb, or offend others at the Airport.

Subsection 11.8 - Replacements and Refunds.

Company shall, without any additional charge to the purchaser, exchange any merchandise determined by said purchaser to be unsatisfactory, flawed or defective, or shall provide a full refund of the purchase price.

Subsection 11.9 - Credit Cards, Debit Cards and Travelers Checks.

At all times during the term of this Concession Lease, Company shall accept as payment for goods and services travelers checks and such nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA, Diners Club) as designated by the County. Such travelers checks and credit and debit cards shall be accepted as a service to the public for a minimum purchase of Five Dollars, or such lessor minimum purchase amount as may be established by Company.

Subsection 11.10 - Services to the General Public.

Company shall without charge provide services such as making change, giving directions, and providing general information to the public. Company shall strive to ensure

that all of its employees know the layout of the Terminal and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

Subsection 11.11 - Personnel.

a. General. Company shall at all times maintain a sufficient number of properly trained personnel to ensure that all customers of Company receive prompt and courteous service. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Company shall wear appropriate nametags, subject to the approval of the County, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. The County shall have the right to object to the demeanor, conduct, and appearance of any employee of Company, or any of its invitees or those doing business with it, whereupon Company shall take all steps necessary to remedy the cause of the objection.

b. Manager. The management, maintenance, and operation of the Leased Premises shall be under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Company. Company shall cause such manager to be assigned a duty station or office in the Leased Premises at which he or she shall be available during normal business hours, and Company will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for carrying out the manager's duties. A local representative of the Company shall be available by telephone 24 hours per day, seven days per week, 365 days per year in case of an emergency. Up

to date contact information for this representative shall be on record with the County at all times.

SECTION 12 - SIGNS AND ADVERTISING

Subsection 12.1 - Signs Broadly Defined.

For the purposes of this Lease the term “sign” shall be broadly construed and shall include, but not be limited to, identification signs, company logos, advertising, promotions, photographs and art displays.

Subsection 12.2 - Right to Install.

Company may install and operate upon or in the Leased Premises, and at Company’s sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Criteria Manual. Company acknowledges the County’s desire to maintain a high level of aesthetic quality in the Terminal and in all concession facilities throughout the Terminal. Therefore, Company covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Leased Premises, it will submit to the County the size, design, content, and intended location of each and every sign it proposes to install on or within the Leased Premises, and that no signs of any type shall be installed on or within the Leased Premises without the specific prior approval of the County as to the size, design, content, and location. Notwithstanding any prior written approval, Company shall install, remove, or modify any signs as directed in writing by the Airport Director. The County’s failure to require removal of any sign placed on or about the Leased Premises without written

permission shall not be deemed a waiver of the Airport Director's authority to require removal of any sign.

Subsection 12.3 - Signs and Fixtures Outside Leased Premises.

Company shall not place or install any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Airport Director.

Subsection 12.4 - Removal of Signs.

Upon the expiration or sooner termination of this Concession Lease, Company shall, if requested by the Airport Director, remove any and all identification signs and similar devices placed by Company on or in the Leased Premises. In the event of the failure on the part of Company to so remove each and every sign as requested by the Airport Director, the Airport Director may have such work performed and, upon demand, Company shall pay the cost thereof to the County.

SECTION 13 – INDEMNITY AND INSURANCE REQUIREMENTS

Subsection 13.1 – Indemnification.

Company shall defend, indemnify, and hold harmless the County from and against any and all claims, actions, suits, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), and fines and penalties of any kind (collectively "Costs") that may be commenced, imposed upon, alleged or claimed against the County which, in whole or in part, directly or indirectly, arise from or are in any way connected with any act or omission of Company associated with or resulting from Company's performance, breach or failure to perform under the terms of this Lease.

For the purposes of this section, the term “Company” shall include Company and Company’s subtenants and licensees, if any, and Company’s members, partners, officers, directors, agents, employees, invitees, suppliers or contractors. Each party hereto shall give the other prompt and timely written notice of any claim made or suit instituted of which it has knowledge that in any way, directly or indirectly, affects or may affect the rights and liabilities of the other party.

Subsection 13.2 - Insurance Requirements.

Insurance requirements set forth below shall not in any way limit the amount or scope of liability of Company under this Concession Lease. The amounts listed indicate only the minimum amounts of insurance coverage that the County is willing to accept to help insure full and safe performance under this Concession Lease. All insurance that Company is required to obtain under this Lease shall meet the following minimum requirements.

Subsection 13.3 – Certificates, 10 Day Cancellation.

On or before the effective date of this Lease, Company shall provide the County with certificates of insurance establishing that all insurance policies required hereunder are in force and effect. Thereafter, Company must provide the County with notice of the expiration, termination or nonrenewal of any required policy at least 10 days prior to the date the policy will no longer be in effect. Unless expressly stated herein, insurance required under this Lease must be maintained without any lapse in coverage for at least six months after expiration or termination of this Lease and any such lapse of coverage shall be deemed ground for immediate termination of this Lease by the County. Upon request

by the County, Company shall provide the County with certified copies of Company's policies of insurance. Any waiver of Company's obligations to maintain the insurance required by this Concession Lease shall be effective only if in writing executed by the County Risk Manager.

Subsection 13.4 - Additional Insured, Separation of Insureds.

The County shall be named as an additional insured in each general liability policy and as an additional insured and loss payee in each property insurance policy required hereunder. Such insurance policies shall provide cross-liability coverage equivalent to the standard separation of insureds clause published by the Insurance Services Offices (ISO) or a successor organization. Company shall supply the County with certification from the insurance carrier that the County is so named.

Subsection 13.5 - Primary Coverage.

The required policies shall provide that the coverage is primary, and shall not require any contribution from any insurance or self-insurance carried by the County.

Subsection 13.6 - Company Ratings.

Policies of insurance required under this Lease must be written by companies having an A.M. Best rating of A VII or better.

Subsection 13.7 - Required Insurance.

Company shall provide and maintain the following types of coverage:

a. General Liability Insurance. Company shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from the use of the Leased Premises, including losses in any way due to or resulting from, loss of use of

the premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, or occasioned by reason of the operations of Company or its use of the Lease Premises. Such coverage shall be written on an ISO occurrence form in an amount of not less than million dollars\$2,000,000 per occurrence.

b. Property Insurance. Company shall maintain, in full force and effect during the term of this Lease “special peril” property insurance or equivalent, covering all Leasehold Improvements, Trade Fixtures, inventory, and all other property owned by Company or under the care, custody, and control of Company located on the Airport or Leased Premises. Coverage shall be in an amount equal to one hundred percent of the replacement value. Such insurance shall include the insurer’s waiver of subrogation in accordance with Section 13.8. Company shall maintain fire liability insurance in an amount not less than \$100,000 per occurrence. The County shall insure the Terminal, but shall not provide any coverage for improvements made by Company on the Leased Premises.

c. Automobile Liability Insurance. In the event that automobiles are used in connection with Company’s business or operations at the Leased Premises, Company shall maintain an automobile liability policy or policies insuring against liability for bodily injury, death, or damage to property, including loss of use thereof, and occurring in any way related to the use, loading or unloading of any of Company’s automobiles (including owned, hired and non-owned vehicles) on and around the Leased Premises or Terminal. Coverage shall be in an amount of not less than \$1,000,000 each accident.

d. Workers’ Compensation Insurance. Company shall maintain in force Workers’ Compensation insurance for all of Company’s employees in accordance with all

requirements of Wisconsin law. Company shall also maintain employers liability coverage in an amount not less than \$500,000 per accident and \$500,000 per employee for disease. In lieu of such insurance, Company may maintain a self-insurance program meeting the requirements of the State of Wisconsin and a policy of excess workers' compensation and employer's liability insurance.

e. Builder's Risk Insurance. During any construction activity, Company shall obtain and maintain for the benefit of the parties to the Concession Lease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent of the value of the project. Coverage shall also include: (a) form work in place; (b) form lumber on site; (c) temporary structures; (d) equipment; and (e) supplies related to the work while at the site. In the event Company fails to maintain such insurance, the County may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Company to the County upon demand.

f. Business Interruption. Company shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due under this Concession Lease for a minimum of a six month period. The proceeds of such insurance shall be used first to continue rent payments to the County.

Subsection 13.8 - Waiver of Subrogation.

Company waives any right of action it may have against the County or any of its employees, agents, or representatives for any loss to the extent such loss is a property loss covered under any applicable automobile liability policy or policies required by this Concession Lease. If any of Company's property or automobile insurance policies do not

allow the insured to waive the insurer's rights of subrogation prior to a loss, Company shall cause any such policy to be endorsed with a waiver of subrogation that allows the waiver of subrogation required herein.

Subsection 13.9 - Company's Risk.

Company shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall the County be liable for any: (a) business interruption or other consequential loss sustained by Company; (b) damage to, or loss of Company's property of any kind; or (c) damage to, or loss of, an automobile, whether or not such loss is insured.

Subsection 13.10 - Periodic Review.

The County shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event the County determines that such types, limits, or terms should be changed, the County will give Company a minimum of 30 days' notice of such determination and Company shall modify its coverage to comply with the new insurance requirements of the County. Company shall also provide the County with proof of such compliance by giving the County an updated certificate of insurance within 15 days.

Subsection 13.11 - Survival of Indemnities.

The indemnity agreements set forth in this section shall survive the expiration or earlier termination of the Concession Lease and be fully enforceable thereafter.

SECTION 14 - CANCELLATION

Subsection 14.1 – For Cause Termination by Company.

Company may terminate this Concession Lease upon 60 days advance written notice to the County, or as otherwise expressly provided herein, upon the happening of one or more of the following events and provided that Company is not in default under the terms of this Lease:

a. The permanent abandonment of the Airport as an airline terminal or the permanent removal of all passenger airline service from the Airport; or

b. The inability of Company to use the Airport for a period exceeding 90 days, due to the order, rule, or regulation of a governmental authority or court having jurisdiction over Company or the County, preventing Company from operating its business; provided, however, that such application of the order, rule, or regulation is not due to any fault of Company; or

c. The material breach by the County of any provision herein and the failure of the County to remedy such breach for a period of 60 days after receipt from Company of written request to remedy the same.

Subsection 14.2 – For Cause Termination by the County.

The County may without liability to Company or the payment of damages of any kind cancel this Concession Lease and terminate all of its obligations hereunder at any time upon or after the happening of any of the following events:

a. Filing by Company of a voluntary petition in bankruptcy; or

b. The commencement against Company of bankruptcy proceedings and such proceedings are not dismissed within 30 days of commencement thereof; or

c. A court takes jurisdiction of Company and its assets pursuant to proceedings brought under a federal or state reorganization act; or

d. A receiver of Company's assets is appointed; or

e. Company voluntarily abandons conduct of its business at the Airport for a period of five days, unless such is due to a labor strike or labor dispute in which Company is involved; or

f. Any assignment is made by Company for the benefit of its creditors; or

g. The breach by Company of any provision herein and the failure of the County to remedy such breach as hereinafter provided. In the event of such breach, the County shall give to Company notice in writing to correct such breach and if such breach shall continue for 15 days after the receipt of such notice by Company, the County may, after the lapse of said 15 day period cancel this Concession Lease without liability whatsoever to Company, or forfeiture, waiver, or release of the County's rights to any remedy under law or this Concession Lease; or

h. The lawful assumption by the United States or the State of Wisconsin, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such manner as to substantially restrict Company from its operations hereunder for a period of at least 30 days.

Subsection 14.3 – Termination by the County for Airport Operation Needs.

Should the County determine a need for Terminal renovations affecting concession operations performed under this Lease, or a need for substantial changes in concession location, management or configuration, the County may, in its sole discretion, terminate this Concession Lease upon six month's advance written notice to Company.

Subsection 14.4 - Termination and Reletting.

Should there occur an early termination of this Agreement pursuant to the terms hereof, the County shall have the right to enter upon the Leased Premises, make repairs as necessary, and enter into another agreement involving the Leased Premises and privileges granted under this Lease.

SECTION 15 - RIGHTS UPON TERMINATION OR CANCELLATION

Subsection 15.1 – Rights Upon Termination Under Subsection 14.2.

Upon termination of this Concession Lease as set forth in Subsection 14.2 above, Company shall, at the option of the County, either accept the County's payment of the value of Leasehold Improvements as determined hereunder and give clear title thereto to the County, or remove the Leasehold Improvements.

a. Depreciation of Leasehold Improvements. With respect to Leasehold Improvements paid for by Company from its own funds, the value thereof shall be deemed to be Net Book Value, determined on a straight-line basis from the date the leasehold improvement is put into use, with all Leasehold Improvements deemed to have a value of zero at the end of the term of this Lease. Upon payment by the County to Company of

said depreciated value, the Leasehold Improvements shall become the sole property of the County.

b. Removal of Leasehold Improvements. If the County requires Company to remove Leasehold Improvements in lieu of accepting payment hereunder, Company shall reimburse the County for the cost of any repairs required as a result of removal of such improvements. If Company is required to remove Leasehold Improvements under this subsection the removal shall be accomplished within ten (10) calendar days of termination of this Lease.

Subsection 15.2 – Rights Upon Termination Under Subsections 14.1 or 14.3.

In the event this Concession Lease is terminated by Company or the County for any of the reasons outlined in Subsections 14.1 or 14.3, the exclusive remedy available to Company shall be to recover the value of Leasehold Improvements as determined hereunder or to remove the Leasehold Improvements.

a. Depreciation of Leasehold Improvements. With respect to Leasehold Improvements paid for by Company from its own funds, the value thereof shall be deemed to be Net Book Value, determined on a straight-line from the date the leasehold improvement is put into use, with all Leasehold Improvements deemed to have a value of zero at the end of the Lease term. Upon payment by the County to Company of said depreciated value, the Leasehold Improvements shall become the sole property of the County.

b. Removal of Leasehold Improvements. Company may, at its option, remove Leasehold Improvements in lieu of accepting payment hereunder, in which event Company

shall reimburse the County for the cost of any repairs required as a result of removal of such improvements.

SECTION 16 - NONWAIVER OF RIGHTS.

Continued performance under this Lease by either party after any default by the other party shall not be deemed a waiver of any remedy under law or hereunder for any continued or subsequent default.

SECTION 17 - SURRENDER OF POSSESSION

Company shall, upon termination of this Concession Lease, quit and deliver up the Leased Premises and privileges to the County peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Company or the County, reasonable use and wear thereof excepted. In addition to any lien provided by Wisconsin law, the County shall have a specific lien on all property of Company on Airport property or the Leased Premises as security for nonpayment of amounts due hereunder. Subject to any such lien, Company shall have the right to remove all of its Trade Fixtures and equipment installed or placed by it at its own expense, in, on or about the Leased Premises.

SECTION 18 – ASSIGNMENT, SUBLETTING, AND SURRENDER

Except as otherwise provided herein, Company shall not at any time sublet any part of the Leased Premises or assign or convey this Concession Lease, or any part thereof, without the prior written consent of the County, which consent shall be granted or denied in the sole and absolute discretion of the County.

SECTION 19 - TAXES AND LICENSES.

Company shall pay all taxes of whatever character, including ad valorem and intangible taxes, that may be levied or charged upon the Leased Premises, Leasehold Improvements, or operations hereunder and upon Company's rights to use the Leased Premises. Company shall pay any and all taxes, including sales taxes, associated with its occupancy or use of the Leased Premises whether such taxes are assessed against Company or the County. Company shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements required or allowed hereunder and the installation of equipment and furnishings, and any other licenses, permits or the like necessary for the conduct of its operations hereunder.

SECTION 20 - INSPECTION OF LEASED PREMISES.

The Airport Director or his or her duly authorized representatives or agents may enter upon said Leased Premises at any and all reasonable times during the term of this Concession Lease for the purpose of ascertaining compliance with the terms and conditions hereof, or for any purpose incidental to rights of the County under law or this Lease.

SECTION 21 - HOLDING OVER.

Company may continue to operate from the Leased Premises after this Concession Lease has been terminated or has expired only with the express written approval of the Airport Director. In the event such approval is granted, the conditions thereof shall be as set forth in the approval document.

SECTION 22 - QUIET ENJOYMENT.

The County agrees that Company, upon payment of the fees and charges and any other payments to be paid by Company under the terms of this Concession Lease, and upon observing and keeping the agreements and covenants contained in this Concession Lease, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term hereof.

SECTION 23 – NONDISCRIMINATION.

In its use of the Leased Premises and performance of concession operations under this Lease, Company shall not in any manner discriminate against any person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States. Company shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49 CFR Part 21, and with all applicable federal, state and local laws and regulations addressing accessibility for the physically disabled, including the Americans with Disabilities Act.

SECTION 24 – SANCTIONS FOR CERTAIN LEASE VIOLATIONS.

In the event that Company fails to adhere to the terms, conditions and operating requirements set forth in this Concession Lease it is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall retail business of the Airport, and reduce the amount of rent to be paid to the County. Additionally, County

resources will be expended in dealing with violations of this Concession Lease by Company. The parties agree that total damages sustained by the County for breach of the provisions of this Concession Lease addressing the subject matter listed below could be significant, but would be difficult to determine and accurately ascertain. Therefore, the parties hereto agree that the sanction amounts set forth below for violation of Concession Lease terms addressing the referenced subject matters are reasonable estimates of the loss anticipated to be suffered or incurred by the County. Company, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Company agrees to pay immediately upon demand by the County the following sanction amounts upon the occurrence of breaches related to the following subject matter:

| | |
|---------------------------------------|--|
| Operating Hours | \$100 first occurrence (\$500 if breach occurs on holiday) \$250 second occurrence (\$500 if breach occurs on holiday) \$500 third occurrence (Same if breach occurs on holiday) \$1,000 per occurrence thereafter (\$1500 if breach occurs on holiday) |
| Service Standards; Employee Standards | \$50 per occurrence |
| Pricing and Quality | \$250 first occurrence \$500 per occurrence thereafter |

| | |
|---|--|
| Signs | \$50 first occurrence \$100 per occurrence thereafter |
| Sanitation, Hygiene, Cleanliness, Waste Disposal, and Recycling | \$100 per occurrence, for up to three occurrences. \$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by the County billed at a rate determined by the County at its sole discretion, notwithstanding the market rate. |
| Deliveries and Vendor Access | \$ 100 per occurrence |

Sanctions for Lease violations regarding the minimum hours of operation may be imposed immediately upon the occurrence of the violation, other sanctions shall not be imposed if the lease violation is remedied within three calendar days after the County has given Company notice of the violation. Notwithstanding the foregoing, if the County has given Company notice of the same type of Lease violation two or more times during any given Lease Year, the sanction amount shall be immediately imposed with no opportunity to cure. In addition to imposition of the foregoing sanctions, the County reserves the right to seek any other remedy available in the event of a default of this Lease.

SECTION 25 - NOTICES

Any notice permitted or required to be provided Company under this Lease shall be delivered or served on the following:

Gregg Paradies, President
5950 Fulton Industrial Boulevard
Atlanta, GA 30336

Any notice permitted or required to be provided the County under this Lease shall be delivered or served on the following:

Director
Dane County Regional Airport
4000 International Lane
Madison, Wisconsin 53704-3120

Either party may change the address for notice under this Concession Lease by giving the other party written notice thereof. Any notice served by mail shall be by certified mail, return receipt requested, or by a recognized overnight courier service that requires receipt of signature upon delivery.

SECTION 26 - WAIVER OF CLAIMS.

Company hereby waives any claim against the County, and its officers, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Concession Lease or part thereof, or by any judgment or award in any suit or proceeding declaring this Concession Lease null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 27 - PUBLIC PROTECTION

The County shall provide, or cause to be provided, during the term of this Concession Lease, all proper and appropriate public fire and police protection similar to

that afforded to other Terminal tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto on all Airport property. Company shall familiarize itself and its employees with the Airport Security Plan and at all time comply therewith. Company shall have the right, but not the obligation, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Company, shall not in any way be construed to limit or reduce the obligations of the County hereunder.

SECTION 28 - AGREEMENTS WITH THE UNITED STATES

This Concession Lease is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the County and the United States the execution of which has been or may be required as a condition precedent to the transfer of rights, funds or property to the County for Airport purposes, or for the expenditure of federal funds for the extension, expansion, or development of the Dane County Regional Airport. Should the effect of such agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, the County shall terminate this Concession Lease. Company's remedy for termination of the Lease under this section shall be limited to the remedy set forth in Subsection 15.2 herein.

SECTION 29 - RIGHTS AND PRIVILEGES OF THE COUNTY.

a. The Airport Director shall have the right to adopt, formulate and enforce reasonable rules, regulations and directives, which Company agrees to observe and obey, with respect to the use of the Airport, and the Airport Terminal.

b. The County's Airport Director is hereby designated as the County's official representative for the enforcement of all provisions in this Concession Lease with full power to represent the County with dealings with Company in connection with the rights herein granted, including policy determination, modification of this Concession Lease, termination of this Concession Lease, and any similar matters affecting the terms of this Concession Lease.

d. The Airport Director or his or her designated representative may enter upon the Leased Premises at any reasonable time for any purpose incidental to, or connected with, performance hereunder, or in the exercise of the County's governmental functions.

e. The County reserves the right to further develop or improve the landing and public areas, including Terminal and ramp space, of the Airport as it sees fit, regardless of the desires or views of Company, and without interference or hindrance.

f. During the time of war or National Emergency, the County shall have the right to lease the landing area of the Airport, or any part of the Airport, to the United States Government for military or national use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provision of the lease to the Government, shall be suspended.

g. The County hereby reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the Leased Premises, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport, and the right to pursue all operations of the Airport.

h. The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Company from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the County, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

i. The County may from time to time increase or decrease the size or capacity of the Airport or portions thereof, make alterations thereto, reconstruct, relocate or modify the design and type of construction thereof, or close them or any portions of them, either temporarily or permanently, provided only that reasonable notice is given to Company.

j. This Concession Lease may be reopened for renegotiation in good faith if airport certification or security requirements, including the provisions of 14 CFR Part 139 and 49 CFR Part 1542, result in the need for major expenditures by the County due to Company's tenancy on the DCRA. If renegotiation under this subsection is desired, the County shall provide written notice to Company at least 60 days prior to commencement of such renegotiations, which commencement date shall be set forth in the notice.

k. The County reserves the right to relocate the Leased Premises to similar spaces should that be necessary for Terminal remodeling or expansion. The County will not be liable for the costs associated with the moving or reinstallation of Company's equipment.

SECTION 30 – GENERAL PROVISIONS.

Subsection 30.1 – Amendment.

Any amendment, modification, or alteration of this Concession Lease shall be effective only if mutually agreed upon, reduced to writing, and signed by the appropriate representatives or officers of both parties.

Subsection 30.2 – Sales and Dignified Use.

No public or private auction, “fire,” “going out of business,” bankruptcy or similar types of sales shall be conducted in or from the Leased Premises. The Leased Premises shall be used in a dignified and ethical manner consistent with the high standards of retail operations in major Airports throughout the United States.

Subsection 30.3 – Security and Responsibility for Fines and Forfeitures.

Company shall comply with 49 CFR Part 1542 and DCRA security policies. Company shall pay any forfeitures or fines levied upon it, the County or DCRA due to enforcement of any federal, state or local law or regulation based on the acts or omissions of Company, its employees, agents, suppliers, invitees or guests, and shall be responsible for the payment or reimbursement of any attorney fees or related costs incurred by the County as a result of any such enforcement action.

Pursuant to applicable federal regulations Company shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Company, its employees, agents, suppliers, invitees, sublessees or guests. Company shall provide the County with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or

stolen access media exceed five percent of the access media issued for the affected lock or device.

Subsection 30.4 – County Consent or Action.

In the event this Concession Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of the County, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Concession Lease requires the County's consent or approval or permits the County to act, such consent, approval or action may be given or performed by the Airport Director. If Company requests the County's consent or approval pursuant to any provision of the Concession Lease and the County fails or refuses to give such consent, Company shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable. In the event the County has expressly agreed, in writing, not to act unreasonably in withholding its consent or may not unreasonably withhold its consent as a matter of law and the County has, in fact, acted unreasonably in either of those instances, Company's sole remedy shall be an action for specific performance or injunction.

Subsection 30.5 – Interpretation of Concession Lease.

This Concession Lease is the result of arms length negotiations between the County and Company and shall not be construed against the County by reason of its preparation of this Concession Lease.

Subsection 30.6 – Entire Agreement.

It is understood and agreed that this Concession Lease, including exhibits, contains

the entire agreement between the County and Company as to matters associated with this Lease. It is further understood and agreed by Company that the County and the County's agents and employees have made no representations or promises with respect to this Concession Lease or the making or entry into this Concession Lease, except as is expressly set forth herein, and that no claim or liability or cause for termination shall be asserted by Company against the County for, and the County shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Concession Lease. Any other written or oral agreement with the County pre-dating this Lease is expressly waived by Company.

Subsection 30.7 – Capacity to Execute.

The County and Company each warrant and represent to each other that this Concession Lease constitutes their legal, valid and binding obligation. The individuals executing this Concession Lease personally warrant that they have full authority to execute this Concession Lease on behalf of the entity for whom they purport to be acting.

SECTION 31 - TERMS BINDING UPON SUCCESSORS

All the terms, conditions, and covenants of this Concession Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this section shall not be deemed as a waiver of any of the conditions against assignment herein before set forth.

SECTION 32 - TIME OF ESSENCE

Time is expressed to be of the essence of this Concession Lease.

SECTION 33 – LAW, VENUE, AND AMENDMENT

This Concession Lease shall be construed in accordance with the laws of the State of Wisconsin, with venue of any judicial proceedings arising hereunder in Dane County Circuit Court. This Concession Lease can be amended only in writing executed by both parties.

SECTION 34- HEADINGS

The headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Concession Lease.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

FOR PARADIES – MADTOWN, LLC:

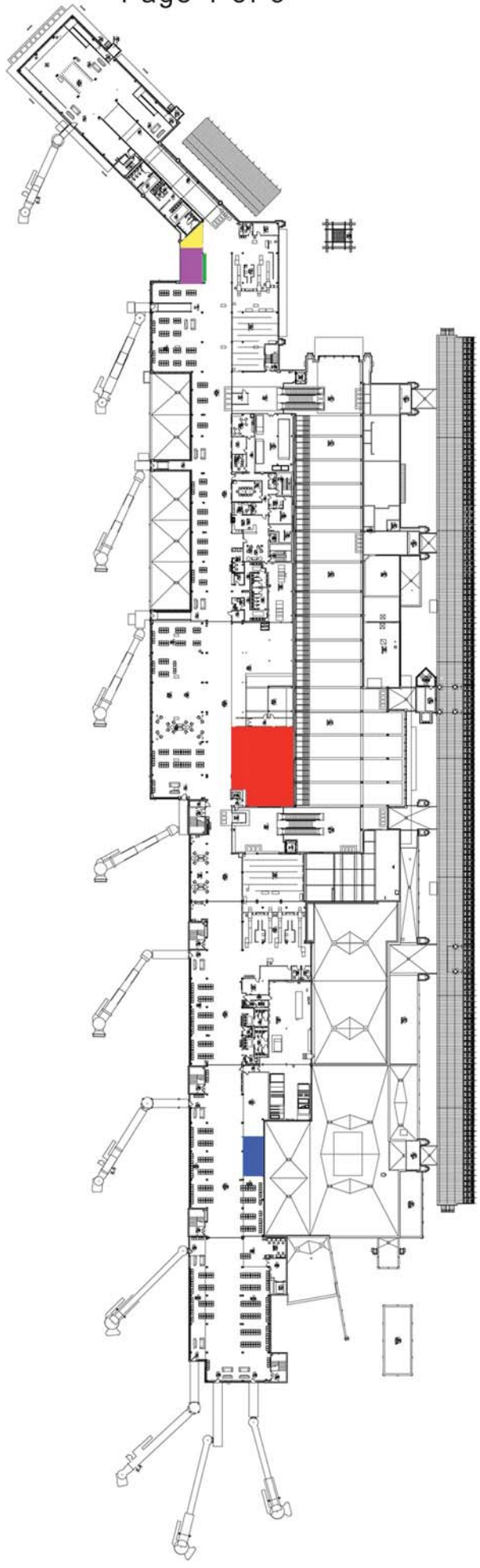
By: _____ Date: _____
Gregg Paradies
President and CEO

FOR COUNTY OF DANE

By _____ Date: _____
Joe Parisi
Dane County Executive

By: _____ Date: _____
Scott McDonell
Dane County Clerk

- CNBC News 604 SF
- Wisconsin Marketplace sales 2,273 SF, storage 737 SF
- CNBC News Kiosk 48 SF
- Paradies Storage 565 SF
- Paradies Storage 155 SF

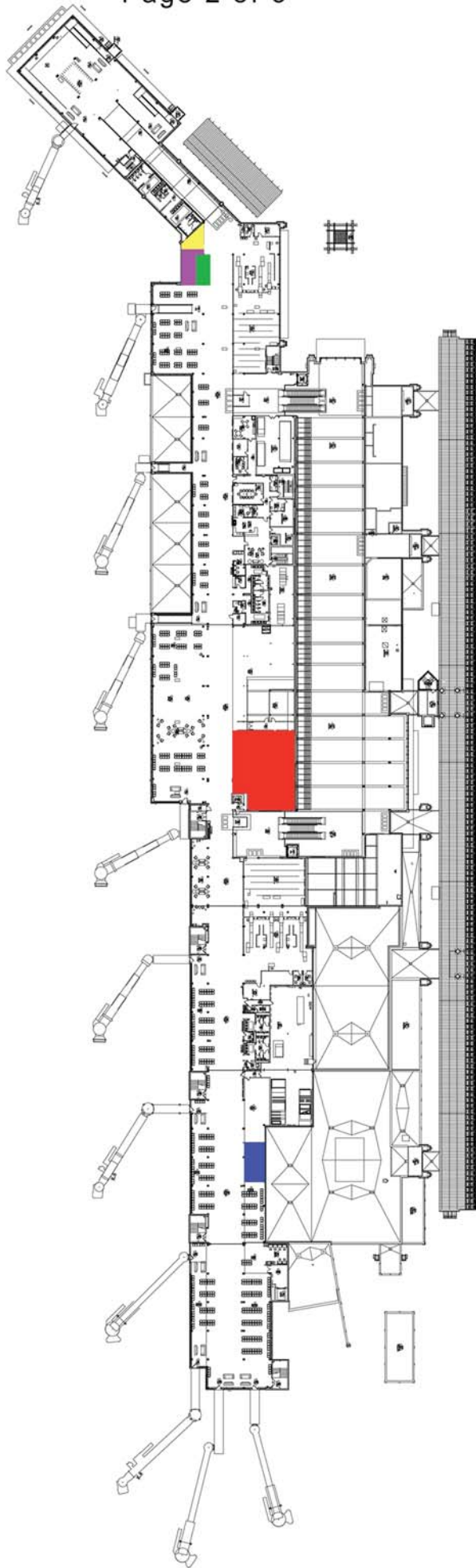


2nd Level Key Plan

Existing Concession Concepts



- CNBC News 604 SF
- Madison Xchange sales 2,273 SF, storage 737 SF
- Madison Xpress Kiosk 205 SF
- Paradies Storage 428 SF
- Paradies Storage 155 SF



2nd Level Key Plan

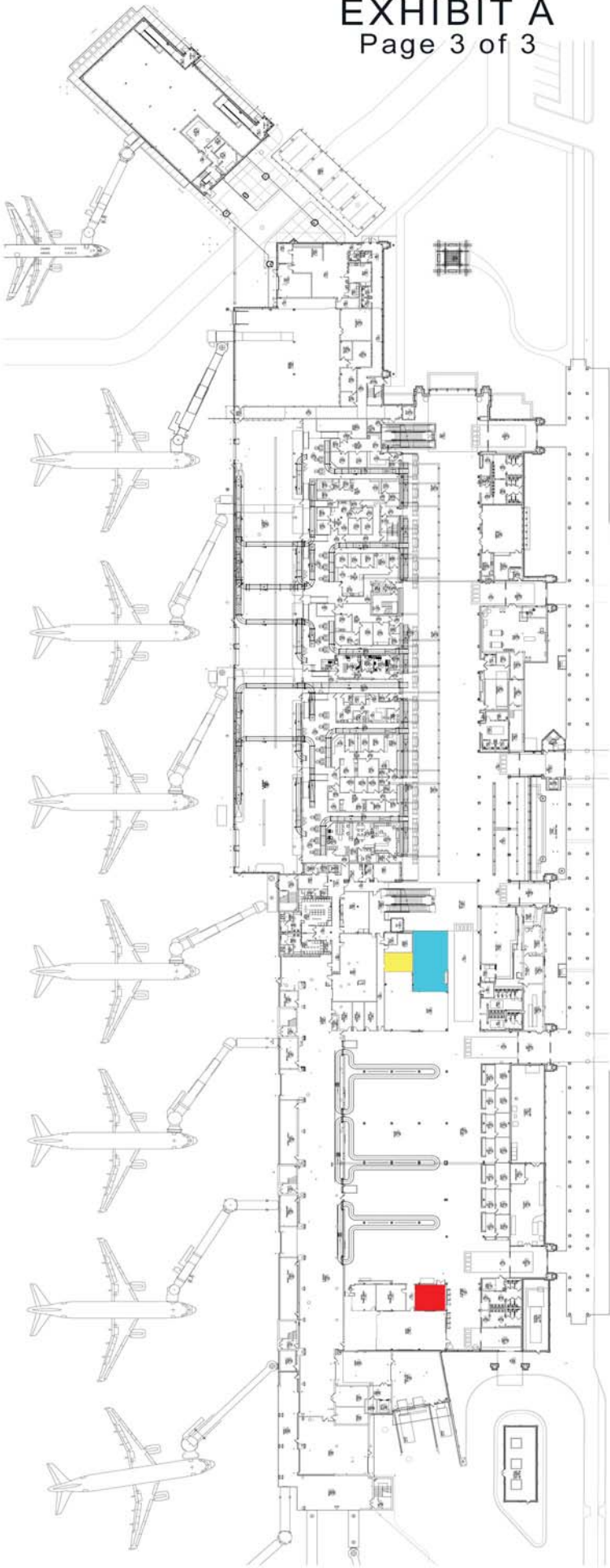
Proposed Concession Concepts



EXHIBIT A

Page 3 of 3

- Paradies Manager Office 284 SF
- Paradies Storage 446 SF
- Lake Country Travelmart 1,140 SF



1st Level Key Plan

Existing Concession Concepts
(location unchanged during lease term)



EXHIBIT B

Page 1 of 4

Madison Airport Price List

| | |
|--|-----------------|
| Newspapers | |
| <u>National:</u> USA Today USA Today Sports Weekly USA Today Specials Wall Street Journal Barron's New York Times Financial Times | \$1.00-\$6.00 |
| <u>Local:</u> Wisconsin State Journal Milwaukee Journal Sentinel | \$1.00-\$2.00 |
| Magazines | |
| Approximately 120 Magazine titles: Best Selling titles in the categories of General/Regional Interest, Weeklies/Bi-Weeklies/Tabloids, Sports, Science, Cooking, News, Business/Finance, Travel, Women's/Men's Interest, Fashion/Beauty, Home/Garden, Hobby, Automobile, Entertainment, Outdoor Activities, Computer, Men's Sophisticates, Ethnic/Urban, Puzzle/Activity, Teen Interest, and Specials to meet customer needs. | \$1.79-\$24.99 |
| Books | |
| Approximately 75 Book titles in paperback and hardcover. Top 10 Best Selling titles in the categories of Fiction, Non-Fiction, Mystery/Thrillers, Romance, Science Fiction, Biography, Inspirational, Social Science, Politics, Life/Leisure, Travel, Guide Books, Maps, Children's, Young Adult, Puzzle/Activity, Gift books, Health/Wellness and more to meet customer needs. | \$4.99-\$49.99 |
| Regional Books & Authors: Local book titles and authors including but not limited to cookbooks, history books, sports & local attractions. | \$4.99-\$49.99 |
| Sundries, Convenience Items & Non-Prescription Drugs | |
| <u>Full Size Items including:</u> | |
| Pain Remedies | \$1.99-\$9.99 |
| First Aid | \$2.99-\$7.99 |
| Travel Sickness Remedies | \$1.99-\$8.99 |
| Cough, Cold & Allergy Medicines | \$3.29-\$18.99 |
| Stomach/Digestive/Hemorrhoid Remedies | \$1.99-\$11.99 |
| Energy, Sleep, Relaxation Supplements | \$3.99-\$8.99 |
| Feminine Hygiene Items | \$4.99-\$7.99 |
| Vitamins & Nutritional Supplements | \$12.99 |
| <u>Travel Size Items including:</u> | |
| First Aid | \$1.79-\$4.99 |
| Pocket Facial Tissues | \$0.99 - \$1.19 |
| Eye Care | 1.99-\$5.79 |
| Toothbrushes, Dental Floss, Toothpaste, Mouthwash | \$2.59-\$3.99 |

EXHIBIT B

Page 2 of 4

| | |
|---|---------------------------------|
| Shampoos and Hair Grooming Aids, Pocket Combs, Hairbrushes | \$2.99-\$4.99 |
| Soaps, Deodorants | \$1.49-\$4.99 |
| Shaving Creams and Disposable Razors | \$2.39-\$4.99 |
| Feminine Hygiene Products | \$1.99-\$2.99 |
| Baby Powder, Disposable Diapers, Similac Formula and Other Baby Care Products | \$2.99-\$6.99 |
| ealt & Beaut id ccessories | |
| Lip Balms | \$1.99-\$6.99 |
| Hand, Face, and Body Lotions | \$1.99-\$5.99 |
| Lint Rollers, Stain Removers, Static Guard | \$2.99-\$5.99 |
| Travel Pillow Program | |
| Travel Neck Pillows | \$14.99/2 for \$20 |
| Travel Blanket | \$14.99/2 for \$20 |
| Fashion/Print Neck Pillows and Blankets | \$14.99-\$19.99/2 for \$20-\$30 |
| Snacks and Beverages | |
| Snacks and Cand | |
| Candy bars, breath mints, prepackaged nuts, candy and snacks | \$1.19-\$6.99 |
| Crackers, cookies, chips, dried fruit, and trail mix | \$1.19-\$8.99 |
| Salty Snacks including potato chips, tortilla chips, cheese puffs, pretzels and similar items | \$1.19-\$6.99 |
| Premium Chocolates (Toblerone, Lindt & Ghirardelli) | \$1.99-\$19.99 |
| Breakfast/Protein Bars | \$1.49-\$4.99 |
| Healthy Snacks including Soy, Organic, Gluten-Free products | \$1.99-\$10.99 |
| Beverages | |
| Premium Water in various sizes | \$2.59-\$4.99 |
| 20oz-24oz Bottled Water | \$2.19-\$2.59 |
| 1 Liter Bottled Water | \$2.69-\$3.49 |
| Flavored Water (Coca Cola Products Only) | \$2.49-\$3.39 |
| Carbonated Soft Drinks | \$1.89-\$2.49 |
| Juices & Teas | \$1.89-\$3.99 |
| Energy & Sport Drinks | \$2.29-\$5.29 |
| Cold Coffee | \$2.25-\$2.49 |
| To acco Products | |
| Assorted Cigarettes, Smokeless tobacco and electronic cigarettes | Market Price |
| Lighters | \$1.99 |
| ewear & ccessories | |
| Foster Grant Eyewear | |
| Readers | \$16.99 - \$34.99 |
| Sunglasses | \$16.99 - \$19.99 |
| Luggage ccessories | |
| TSA Travel Locks | \$10.99-\$14.99 |
| Luggage/Identification Tags/Straps | \$5.99 - \$10.99 |
| Eye masks and Earplugs | \$5.99-\$14.99 |
| Inflatable Neck rests | \$12.99-\$14.99 |

EXHIBIT B

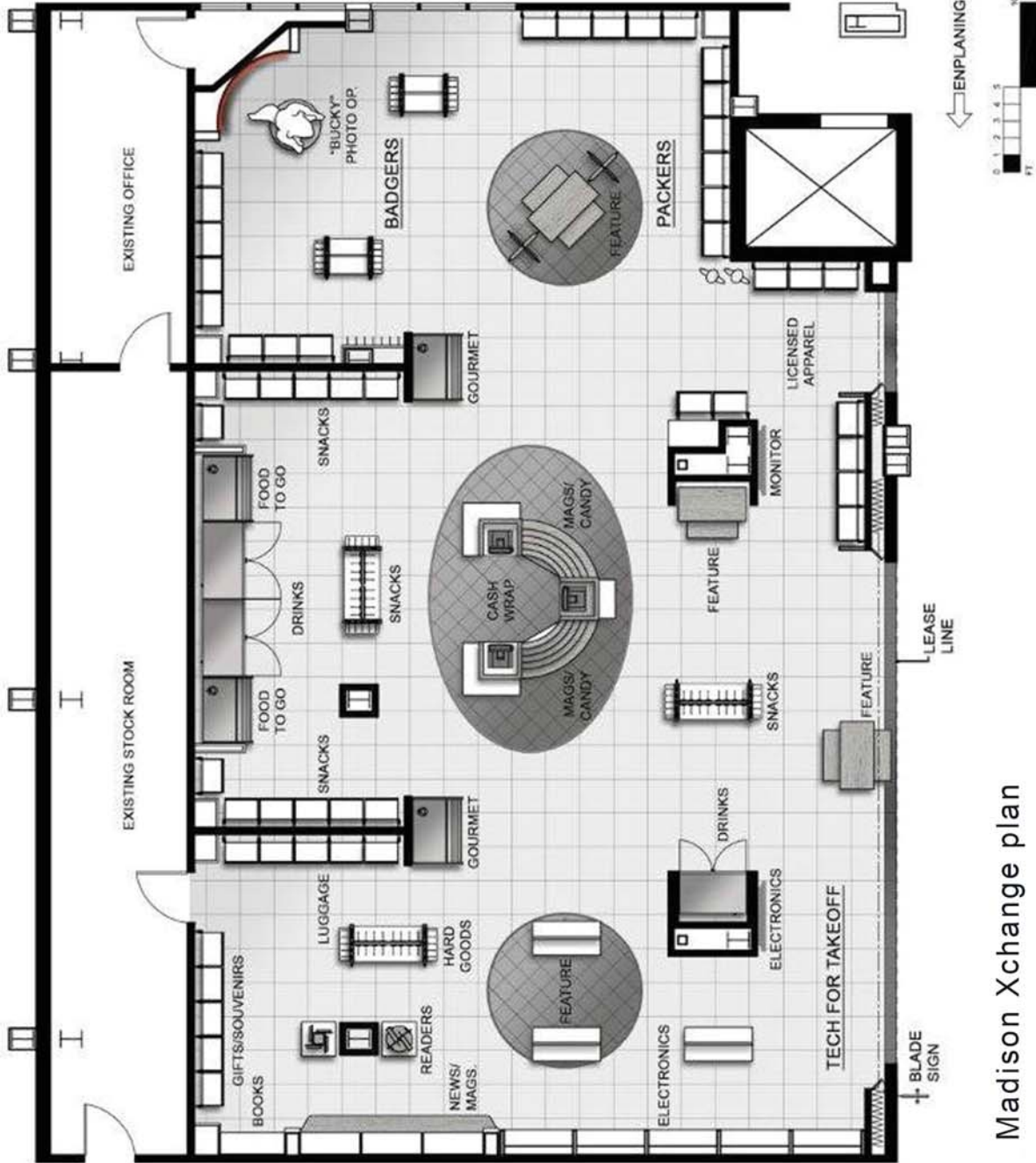
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| Carry On Bottle Sets | \$14.99 |
| Travel Umbrellas | \$9.99 |
| Lumbar Back Support | \$14.99 |
| Travel Wallets | \$15.99 |
| Foot Rests | \$16.99 |
| Adapters | \$9.99-\$39.99 |
| Regional and Local Gourmet Foods | |
| Gourmet foods produced from local vendors (fudges, popcorn, salsas, Jams, Jellies, nuts, spices, chili, and sauces) | \$4.99-\$24.99 |
| Regional Gourmet Products with Name drops | \$5.99-\$29.99 |
| Regional Novelty Candy | \$3.99-\$19.99 |
| Adult Core & Regional Apparel Headwear | |
| Adult Core Short Sleeve Tees | 2 for \$20/\$14.99 |
| Adult Core Long Sleeve Tees | 2 for \$25/\$16.99 |
| Adult Regional Short and Long Sleeve Tees | \$16.99-\$29.99 |
| Adult Hooded Fleece – Core and Regional | \$24.99 - \$49.99 |
| Adult Headwear | \$14.99-\$29.99 |
| Youth Core & Regional Apparel | |
| Youth Core Short Sleeve Tees | 2 for \$20/\$14.99 |
| Youth Core Long sleeve Tees | 2 for \$25/\$16.99 |
| Regional Youth Short and Long Sleeve Tees | \$16.99-\$29.99 |
| Youth Fleece | \$19.99-\$29.99 |
| Licensed Team Sports | |
| T-shirts – mens, women, children | \$16.99-\$29.99 |
| Fleece / Outerwear – men's, women's | \$29.99-\$129.99 |
| Souvenir – keychains, magnets, drinkwear, lanyards, etc. | \$4.99 - \$24.99 |
| Headwear | \$16.99 - \$29.99 |
| Regional Souvenirs & Gifts | |
| Souvenir Drinkware | \$4.99 to \$19.99 |
| Souvenir Key Chains and Magnets | \$3.99 to \$12.99 |
| Souvenir Snowglobes or Laserglobes | \$9.99-\$24.99 |
| Souvenir Pen/ Pencils | \$.99-\$6.99 |
| Playing Cards | \$3.99-\$4.99 |
| Souvenir Mints | \$3.99 |
| Postcards | \$.75-\$.99 Buy 3 get one free |
| Souvenir Lighters | \$1.99 |
| Silver Collectibles (Spoons, bells, thimbles) | \$6.99 - \$12.99 |
| 3D Bookmarks | \$5.99 or 2 for \$10 |
| Voo Doo Dolls | \$9.99 |
| Quotable greeting cards & magnets | \$3.50 to \$5.99 |
| Journals | \$9.99 to \$24.99 |
| Gifts | \$7.99-\$59.99 |
| Totals | |

EXHIBIT B

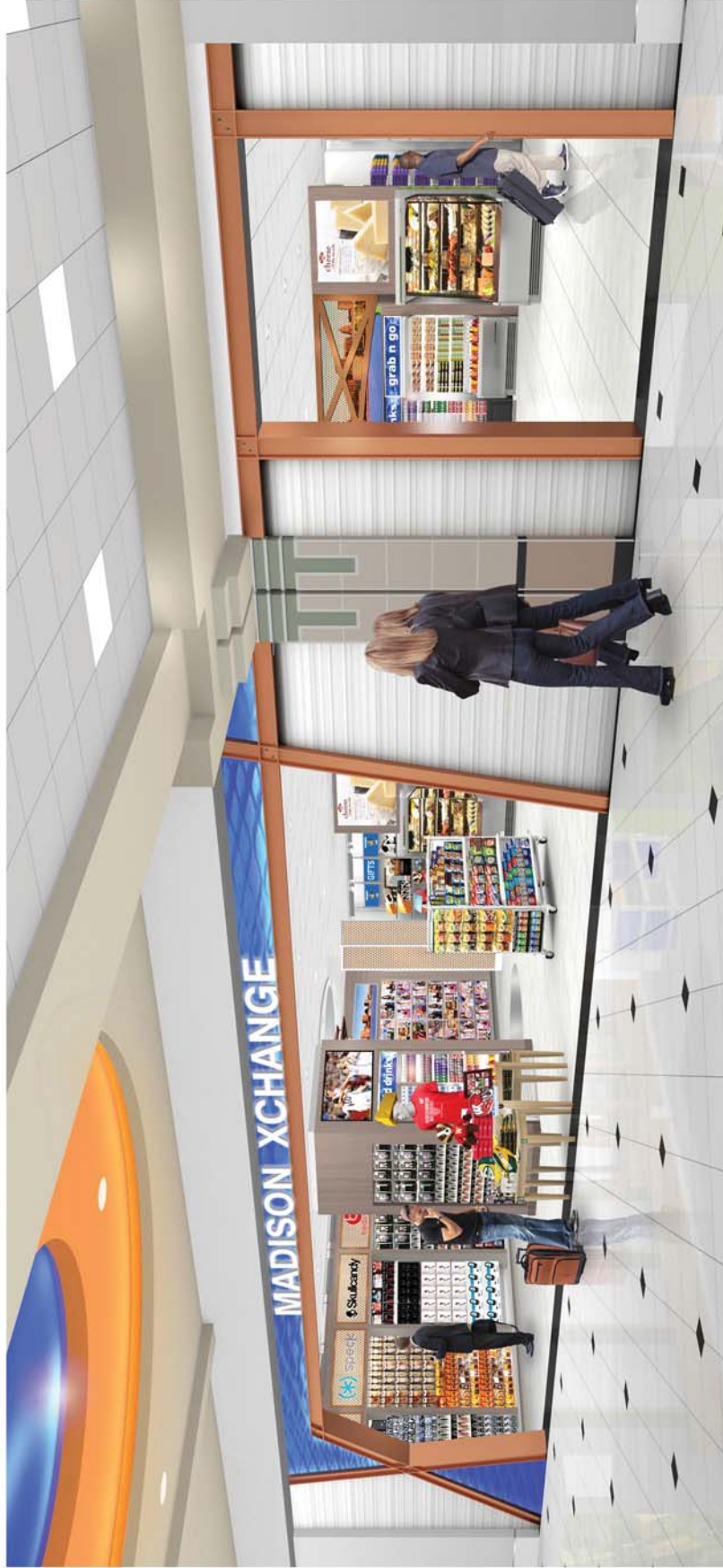
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| Activity Books | \$4.99 - \$19.99 |
| Plush | \$8.99- \$24.99 |
| Aviation Toys | \$4.99-\$19.99 |
| Trend Toys | \$4.99 - \$29.99 |
| Electronics | |
| Emergency and travel power sources for cell phones, Smartphones, and Tablets including, but not limited to Android, iPhone, iPod, iPad and more. Brands include Mophie, DigiPower, Otterbox and more | \$14.99-\$119.99 |
| Alkaline and Lithium Batteries- AA, AAA, and others in assorted brands and sizes to meet reasonable public demand | \$5.99-\$9.99 |
| Earbuds and Headphones (including brands such as Sony, Skullcandy, JVC, iLuv, Panasonic, Sennheiser and more) Includes sport models, in ear, mic/remote functionality, and more | \$12.99 - \$99.99 |
| Noise Cancelling Headphones | \$69.99-\$79.99 |
| Plugs, Ports, Splitters and Connection accessories for most devices including Android, iPod, &iPad | \$9.99-\$29.99 |
| International Travel Adapters and converters | \$24.99-\$44.99 |
| Accessories for iPhones, iPad, Android, Computers & more | \$14.99-\$49.99 |
| Pre-paid International Phone Cards | \$14.99 |



Madison Exchange plan

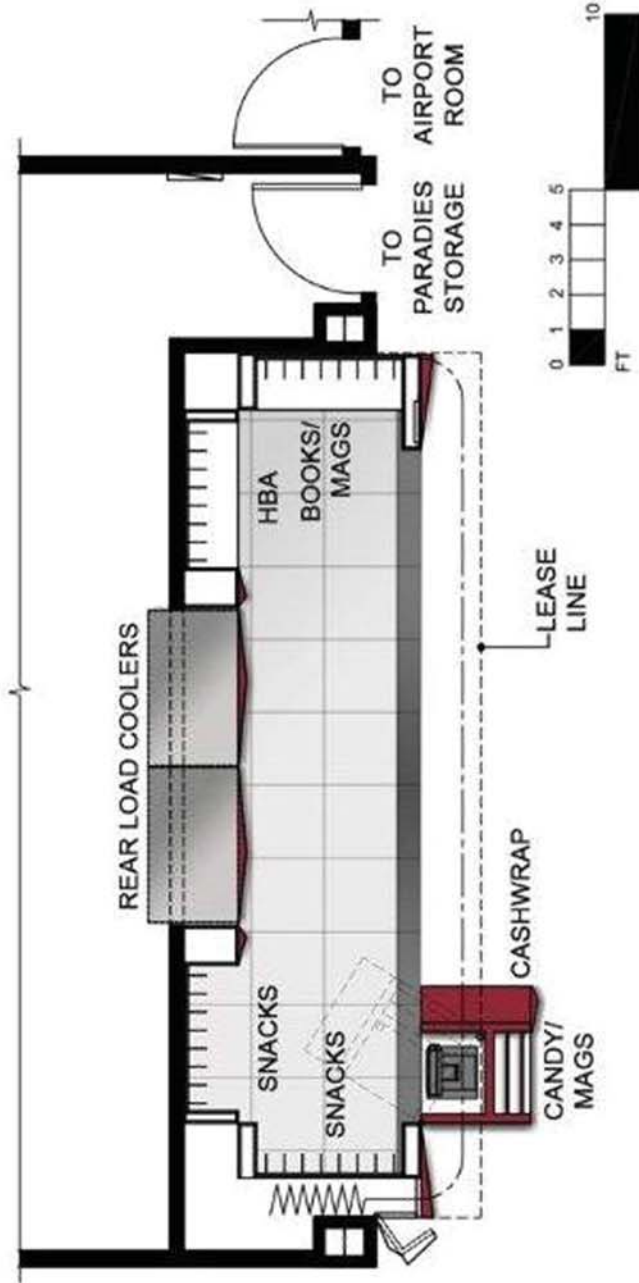




Madison Xchange



Madison Xchange



Madison Xpress plan



Madison Xpress

Lake Country Travelmart Improvements

- ◆ Relocate Snacks & Beverage categories to improve passenger exposure
- ◆ Repair/Replace all lighting fixtures with energy efficient LED fixtures
- ◆ All store fixtures and surfaces will be touched up and cleaned
- ◆ Replace all shopworn display fixtures
- ◆ Inspect/Repair/Clean security doors
- ◆ Repair cracked and missing floor tile & trim

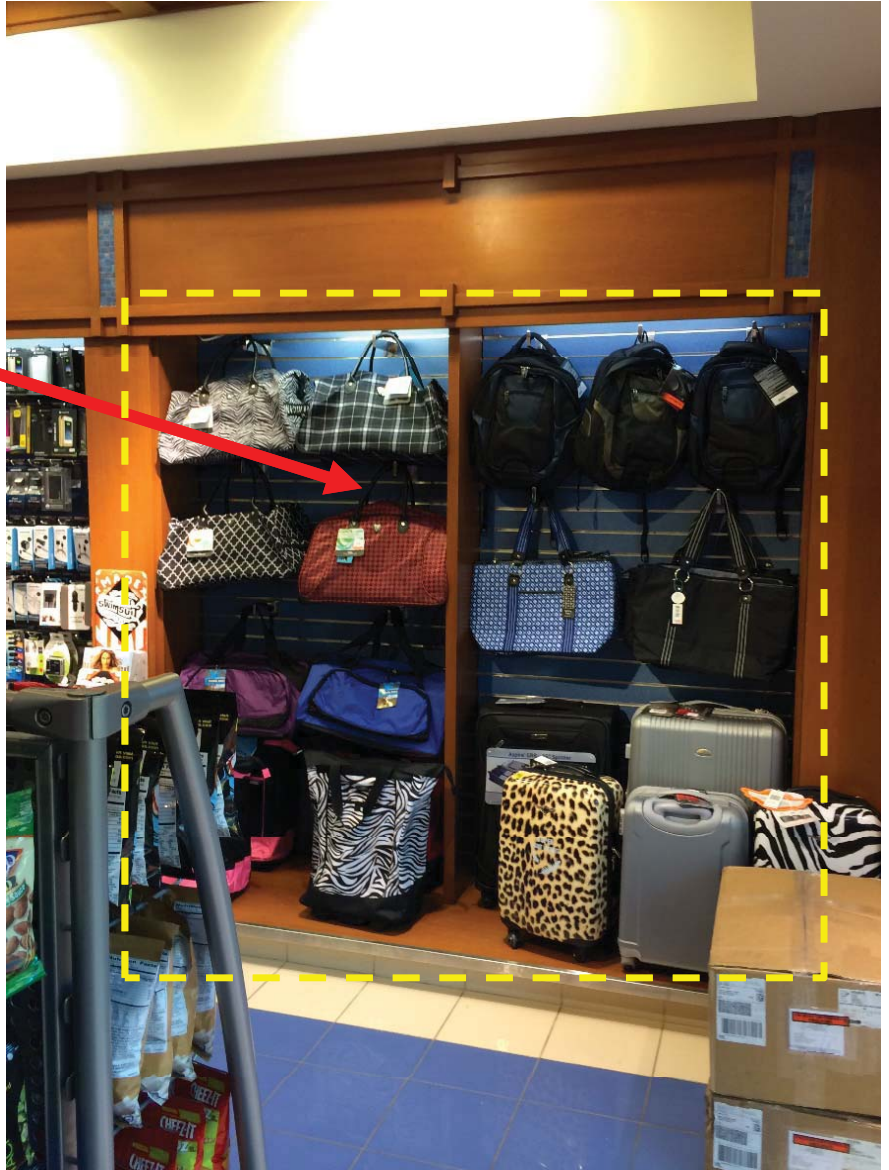
Lake Country Travelmart Improvements

Remove coolers and replace entire millwork section with new, Opto merchandise display fixtures



Lake Country Travelmart Improvements

Remove existing millwork to create new cooler location



Lake Country Travelmart Improvements

Repair and re-stain
marred millwork
throughout the
store



Lake Country Travelmart Improvements

Professionally
clean and re-lamp
storefront signage

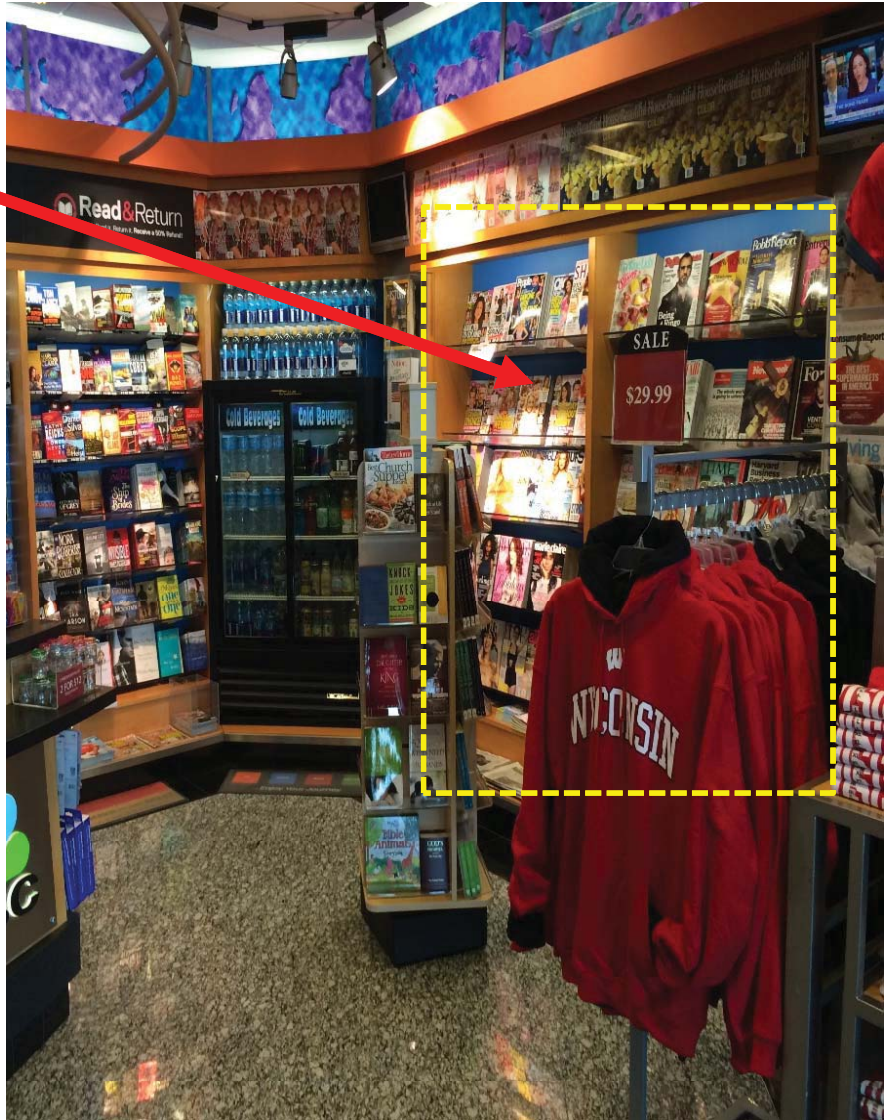


CNBC Improvements

- ◆ Relocate Snacks & Beverage categories to improve passenger exposure
- ◆ Repair/Replace all lighting fixtures with energy efficient LED fixtures
- ◆ Replace outdated AV equipment
- ◆ Replace table sets and all shopworn display fixtures
- ◆ Repair cracked and missing floor tile & trim
- ◆ Inspect/Repair/Clean security doors

CNBC Improvements

- ◆ Remove millwork in these two wall sections
- ◆ Relocate and add a second cooler to this section
- ◆ Fabricate & install new header over coolers



CNBC Improvements

- ◆ Remove two small monitors
- ◆ Replace with CNBC peacock logo
- ◆ Add slat wall



CNBC Improvements

Professionally
clean and re-lamp
storefront signage

