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ADVERTISING LICENSE AGREEMENT
CONCESSION AGREEMENT
Contract No. 202578444-00

Parties and Addresses:

City and County of Denver, Department of Aviation:	City and County of Denver Denver International Airport Airport Office Building, 9th Floor 8500 Peña Boulevard Denver, CO 80249-6340
Licensee:	JCDecaux Airport, Inc. 350 Fifth Avenue, 73rd Floor New York, NY 10118

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ADVERTISING LICENSE AGREEMENT

This **Advertising License Agreement** ("**Agreement**") is entered into as of the date stated on City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation (hereinafter "**City**"), Party of the First Part, and **JCDECAUX AIRPORT, INC.**, a corporation organized and existing under and by virtue of the laws of Delaware and authorized to do business in Colorado ("**Licensee**"), Party of the Second Part (collectively, "**Parties**").

WITNESSETH:

WHEREAS, the City owns operates, and maintains Denver International Airport ("**DEN**" or the "**Airport**");

WHEREAS, the City operates a concession program at DEN which is envisioned to be among the best in the world offering value, excitement, and a wide range of culinary and retail experiences and services that evoke a strong sense of place reflecting the best of Denver, Colorado and the Rocky Mountain West;

WHEREAS, the City issued Request for Proposal No. 202578444 in order to competitively identify a new Licensee to manage internal and external DEN advertising assets;

WHEREAS, proposals in response to the Request for Proposal No. 202578444 were received and reviewed by the City, and Licensee's proposal was selected for this Agreement;

WHEREAS, the Licensee will operate and manage internal and external advertising assets; integrate attractive new assets in underutilized and newly identified locations in both the Great Hall and new concourse expansions, upgrade existing static display locations to dynamic, digital formats along the passenger journey, thereby creating a modern, consistent, and highly desired advertising environment maximizing the potential of DEN's media estate, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereof, the Parties hereby agree as follows:

ARTICLE I:
SUMMARY OF CONTRACT PROVISIONS

1.01 SUMMARY OF CONTRACT PROVISIONS

City Address for Notices	ATTN: Chief Executive Officer City and County of Denver Department of Aviation Denver International Airport Airport Office Building, 9th Floor 8500 Peña Boulevard Denver, CO 80249-6340

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Licensee Address for Notices	Attn: Alan Sullivan JCDecaux Airport, Inc. 350 Fifth Avenue, 73rd Floor New York, NY 10118
Advertising Locations	See **Exhibits A**, **A-1**
Term	10 years
Effective Date	Date of Execution by the City
Design and Construction Completion Date Internal Locations	January 1, 2028
Design and Construction Completion Date Peña Welcome Sign Refurbishment	June 1, 2027
Expiration Date	December 31, 2036
Minimum Annual Guarantee ("MAG")	Interim Period MAG: MAG is waived during the Interim Period. If the City has not delivered the assets to Licensee by January 1, 2027, MAG will continue to be waived until the date the City delivers the assets to Licensee. Contract Year 1 MAG: $15,000,000. Contract Year 2 MAG: $16,000,000. Contract Year 3 MAG and onward: MAG increases 4% per year. For any asset that is removed, the MAG will be reduced by an amount equal to the lesser of (i) the corresponding amount for that asset as set forth in the Licensee's Proposal, or (ii) the actual performance of that asset during the three (3) immediately preceding Contract Years.
Percentage Fee	Interim Period: 67.5% Contract Year 1 through end of Term: 72.5% up to $30,000,000; 62.5% over $30,000,001 If the City has not delivered the assets to Licensee by January 1, 2027, the Percentage Fee will remain at 67.5% until the date the City delivers the assets to Licensee.
Required Minimum Capital Investment	$16,387,075 ($14,937,400 Internal Assets, $1,449,675 External Assets), as may be adjusted pursuant to Section 4.03.E

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Required Minimum Capital Investment Ongoing Refurbishment	N/A	
Surety	$7,500,000	
Major Merchandise Category	Advertising	
ACDBE Goal	Percent	No Current goal; with the possibility of a not-to-exceed goal of 2% pursuant to Section 12.02.B
		Purchase of goods and services
ACDBE Operator Name	J. Perez Associates, Inc Attn: Tony Perez 11837 Smith Avenue, Suite 200 Santa Fe Springs, CA 90670	
MWBE Goal	Percent	% TBD
Support Space	To be mutually agreed to under an amendment or a separate agreement	

1.02 MODIFICATIONS TO SUMMARY OF CONTRACT PROVISIONS

A. The Parties acknowledge and agree certain provisions stated in the Summary of Contract Provisions are estimates as of the Effective Date.

B. The Parties further acknowledge and agree that the provisions stated in the Summary of Contract Provisions, excepting for the length of the Term, are subject to change in accordance with the provisions of this Agreement, and the Parties agree to modify the Summary of Contract Provisions by letter executed by both Parties without formal amendment of the Agreement.

ARTICLE II:
DEFINITIONS, CONTRACT CONSTRUCTION, AND DISPUTE RESOLUTION

2.01 DEFINITIONS

The following terms have the stated meanings when used in this Agreement:

A. **Advertiser** means a person or entity who contracts with Licensee to display advertising at the Airport.

B. **Airport Master Plan or Master Plan** shall mean the approved master plan for development of Denver International Airport.

C. **Advertising Contract** means a contract between an Advertiser and Licensee for the display of advertising at the Airport.

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D. **Advertising Display** means a medium of communication used for advertising and includes but is not limited to any display using current or new technology and any permanent or temporary exhibits.

E. **Advertising Program** means the scope of the Concession opportunity as defined in this Agreement.

F. **Applicable Law** means all applicable, Federal, State, City, and other local laws, statutes, ordinances, rules and regulations governing Licensee or the Concession herein granted, including DEN Rules and Regulations adopted by the City.

G. **Approved Project**: Licensee's construction, furnishing, fixturing, refurbishing, and remodeling of any portion of the Assigned Locations as reviewed and approved by City in accordance with the Concessions Handbook.

H. **Assigned Locations** means those sites at DEN where Licensee is authorized to install an Advertising Display under this Agreement, as more particularly identified and described in **Exhibits A** and **A-1**. The City and Licensee acknowledge and agree that the dimensions of the Assigned Locations as set forth in **Exhibits A** and **A-1** are approximate.

I. **Auditor** shall mean the City's Auditor, Airport's internal auditor and their authorized representative.

J. **Capital Investment**: Those dollars spent by Licensee in the actual construction, remodeling, furnishing, fixturing, and equipping of any portion of the Assigned Locations, including reasonable architectural and engineering fees relating thereto, in connection with an Approved Project for such portion of the Assigned Locations. Capital Investment includes:

1. **Premises Improvements**: All improvements and equipment that are structural in nature or are affixed to the Assigned Locations and cannot be removed without material damage to the Assigned Locations including, but not limited to, mechanical, electrical and plumbing work, floors, ceilings, demising walls, store fronts, and lighting fixtures.

2. **Trade Fixtures**: All furniture, fixtures, and major equipment, including stock items and spare parts held in inventory, installed by Licensee for use in its performance of the Concession and which are removable from the Assigned Locations without causing material damage to the Assigned Locations.

K. **Chief Executive Officer or CEO**: The Chief Executive Officer of Denver International Airport.

L. **City's Fiscal Year**: The twelve-month period beginning January 1st of a calendar year through December 31st of the calendar year.

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M. **Claim**: Any demand, action, cause of action, suit, proceeding, arbitration, claim, judgment or settlement, or compromise relating thereto which may give rise to a right to indemnification and defense under Article XVII of this Agreement**.**

N. **Commercial Reasons** shall include any reason determined by the Airport which will increase the income-generating capacity of the particular space, reduce the cost of the particular space or in any other way maximize the particular space's highest and best use.

O. **Concessions Handbook** shall mean the current version of the Denver International Airport Concession Handbook and Tenant Work Permit Guide. Licensee shall comply with the requirements set forth in the Concessions Handbook and acknowledge and agree that City may from time to time amend the Concessions Handbook. Upon notice to Licensee, and after an opportunity to comment on proposed changes, any amendment of the Concessions Handbook will be binding on Licensee without amendment to this Agreement.

P. **Construction Completion Date** means the date upon which the initial construction is completed.

Q. **Contract Year and Interim Period**:

1. **Interim Period**: The Interim Period shall begin on the Effective Date and end on December 31, 2026.

2. **First Contract Year**: The first Contract Year during the Term shall commence on January 1, 2027, and end on December 31, 2027.

3. **Subsequent Contract Years**: Each Contract Year thereafter during the Term shall be the twelve (12) month period commencing on January 1 and ending on December 31.

R. **Damage(s)**: Any compensation for loss or injury, excluding consequential, special, and punitive damages, and/or any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief**.**

S. **Date of Possession**: The date on which City makes the Assigned Locations available to the Licensee as stated in the Notice of Possession.

T. **DEN Design Standards**: shall mean the design standards and development guidelines identified in Articles 2 and 3 of the Concessions Handbook.

U. **DEN Tenant Development Guidelines**: shall mean the criteria established at DEN for tenants and licensees for design, construction, installation, signage, and related matters as set forth in the Tenant Development Guidelines, which may be established or modified from time to time.

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V. **Design Review Procedures** means those policies and procedures set forth in the Airport Policies and Procedures for Design Review, which are incorporated herein by reference.

W. **D.R.M.C.**: The Denver Revised Municipal Code.

X. **DEN's Rules and Regulations**: The Denver Municipal Airport System's Rules and Regulations (the "**DEN Rules**"), which can be found at http://www.flydenver.com/about-den/governance/rules-and-regulations/.

Y. **Effective Date**: The date of full execution of this Agreement by City, as set forth on City's signature page.

Z. **Emergency**: A serious, unexpected situation requiring immediate action including, but not limited to, any emergency declared by the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), the City, or the CEO.

AA. **Encumbrance**: Any burden or impediment on property and or assets.

BB. **Expiration Date**: Ten Years after the start of the First Contract Year, as stated in Section 1.01 Summary of Contract Provisions.

CC. **First-Class**: A manner of operation of the business of Licensee, a standard of quality of materials and construction, a standard of quality of goods and services, and sustainability practices creating a high performing business contributing to a four (4) to five (5) star rating in food and beverage, retail, consumer services, and airport staff from the SKYTRAX rating service or a similar standard chosen by the City.

DD. **General Manager**: Licensee shall appoint at least one active, qualified, competent, and experienced employee of Licensee to act as General Manager to oversee and manage the performance of Licensee and represent and act on behalf of Licensee as further described in the Concession Handbook.

EE. **Independent CPA**: A Certified Public Accountant.

FF. **Kiosk Advertising Locations**: Kiosk advertising locations managed by separate concessionaire, as set forth in **Exhibit E.**

GG. **Licensee's Equipment**: All equipment, apparatus, machinery, signs, furnishings, trade fixtures and other non-affixed personal property installed by Licensee and used in the operation of the business of Licensee that can be removed without damaging the Advertising Display.

HH. **Licensee's Operating Obligation(s)**: The various maintenance, repair, and operating duties hereunder to be performed by Licensee, at its own cost and expense, in the operation of the Advertising Program. The performance of the obligation by the Licensee, or payment to a third party for the performance of these

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obligations, are not rental payments or other considerations for the right to occupy real property but are acknowledgements by the Licensee of its obligation to maintain, repair, and otherwise keep the Assigned Locations and operate the concession in a First-Class manner.

II. **Loss**: Any expense, cost, or damage to person or property.

JJ. **Minimum Annual Guarantee or "MAG"**: The minimum amount payable by Licensee to City during the Interim Period and each subsequent Contract Year as a portion of the Privilege Fee as further described in Section 8.02. The Minimum Annual Guarantee ("**MAG**") shall be paid in equal portions monthly throughout the Interim Period and each Contract Year in the Term.

KK. **Notice to Proceed**: As it applies to any portion of the Assigned Locations, the written notice from City to Licensee allowing Licensee to commence an Approved Project**.**

LL. **Ongoing Refurbishment**: Renovation, remodel, or significant repair of the Assigned Locations in accordance with Section 4.01 and Section 5.10.

MM. **Operational Reasons:** Circumstances or projects that affect the smooth, efficient running of the Airport including but not limited to airport construction projects or implementation of the Master Plan.

NN. **Operator: Any** subcontractor or subconsultant to Licensee authorized by the City to operate a Permanent or Temporary Floor Exhibit.

OO. **Operator's Equipment:** All equipment, apparatus, machinery, signs, furnishings, trade fixtures and other non-affixed personal property installed by Operator and used in the operation of the business of Operator that can be removed without damaging the Advertising Location.

PP. **Percentage Fee**: The fee paid by Licensee to City, as a portion of the Privilege Fee, calculated in accordance with Section 8.02.

QQ. **Temporary Floor Exhibits** means the exhibits and/or booths that shall be permitted by the City for temporary installation at locations designated on **Exhibits A** and **A-1**.

RR. **Privilege Fee**: The fee paid by Licensee to City, calculated in accordance with Section 7.02, as consideration for the privilege of operating a concession(s) at DEN, comprised of the MAG and the Percentage Fee for each month during the Term.

SS. **Public Service Announcement "PSA":** a nonpaid and nonpolitical advertisement related to public issues such as health and safety.

TT. **Sponsorship**: Advertising rights granted to a single product or entity over a long (defined as three (3) years or more) which may feature, but is not limited to: rent

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to the airport in exchange for naming rights to airport structures, and/or merchandise rights involving a presence in concession spaces or common areas and/or advertising in exchange for the installation of an airport amenity such as a children's play area; in addition sponsorship shall include advertising and naming rights related to any special events and promotions regardless of duration.

UU. **Substantial Completion**: The stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by City, so that, (i) if the City has performed work, Licensee is able to take possession of the Assigned Locations, or (ii) in the case of Approved Project work, Licensee has received final inspection from City and County of Denver Building Department for all permits associated with the Approved Project work and the assembly or installation is suitable for its intended use. It is the intent of the Parties that the application of the term Substantial Completion in the context of this Agreement shall coincide with the application of that term in Colorado Revised Statutes Sections 39-1-103(17) (a) (II) (A) and (B), so that the date on which Substantial Completion occurs under this Agreement shall be the same date relative to the imposition and levy of possessory interest taxes.

VV. **Surety**: An irrevocable letter of credit, bond, or other instrument as first approved in writing by City, generally in a form consistent with Article XIX, *infra*, drawn on behalf of City**.**

WW. **Technology:** As used more specifically, shall mean as follows:

1. **Current Technology** means static, back-lit static, video, interactive video and interactive video with phone capability.

2. **New Technology** is broadly defined to include any and all technology that is not specifically defined as Current Technologies or Reserved Technology.

3. **Reserved Technology** means any advertising reserved for any other Licensee.

XX. **Transition and Mobilization Plan**: Phasing and construction plan for Licensee taking over existing assets to enable continuity of services, as set forth in **Exhibit B**.

2.02 CONTRACT CONSTRUCTION

A. **Exhibits and Appendix No. 1.** The following Exhibits and Appendix No. 1 are attached hereto and are hereby incorporated and made a part of this Agreement. The Parties acknowledge and agree that certain provisions of the above Exhibits are subject to change in accordance with the provisions of this Agreement.

1. Exhibit A, Current and Potential Advertising Locations

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2. Exhibit A-1, Locations Map*

3. Exhibit B, Transition and Mobilization Plan

4. Exhibit C, DEN Guidelines for Signage and Advertising on Airport Property

5. Exhibit D, Concessions Handbook

6. Exhibit E, Kiosk Advertising Locations at Gate Hold Rooms

7. Exhibit F, Construction Schedule

8. Exhibit G, Monthly Concession Report

9. Exhibit H, Information Technology Provisions

10. Exhibit I, Insurance Requirements

11. Exhibit J, ACDBE Commitment Form

12. Exhibit K, Absolute Unconditional Guaranty

13. Exhibit L, Licensee's Proposal

14. Exhibit M, DEN Airline Creative Example

15. Appendix No. 1, Standard Federal Assurances

B. **Licensee's Proposal.** Licensee and City acknowledge that Licensee's response to the RFP was valuable consideration in the award of this Agreement to Licensee. The Parties agree that the financial Pro Forma, operational or performance standards, and licensed concepts included in Licensee's proposal are material parts of the bargain between the Parties. Licensee acknowledges that City relied upon Licensee's proposal in entering into this Agreement, and failure to comply with such assurances made in the proposal and relied on by the City would be a breach of contract.

C. **Interpretations.** As used herein, these terms mean as follows:

1. Day(s) shall mean calendar day(s).

2. Business Day(s) shall mean Monday through Friday, excluding federal holidays.

* The Parties acknowledge and agree that Exhibit A-1, may be provided by City after execution of this Agreement by letter executed by the CEO and/or EVP or their designee without need for formal amendment to this Agreement.

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3. Month(s) shall mean calendar month(s).

4. The use of any gender shall include all genders.

5. Section Headings are for the convenience and reference of the Parties, and do not define or limit the scope of any section or provision.

6. If any provision in this Agreement is capable of two or more constructions, some of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

2.03 ADMINISTRATIVE HEARING

Disputes arising under or related to this Agreement, and Licensee's disputes of all decisions, determinations, or other actions by City arising out of this Agreement, shall be resolved by administrative hearing initiated and conducted according to the procedures outlined in D.R.M.C. § 5-17 and DEN Rule 250, *excepting that* City shall retain its right to obtain an order of eviction in accordance with applicable state law. The parties agree that the determination resulting from said administrative hearing shall be final, subject only to either Party's right to appeal the determination under the Colorado Rules of Civil Procedure, Rule 106.

2.04 GOVERNING LAW AND VENUE

A. **Governing Law.** This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision, or condition herein shall be construed, interpreted, and applied in accordance with, governed by, and enforced under the laws of the State of Colorado, as well as the Charter and Ordinances of the City and County of Denver.

B. **Venue for Disputes.** The Parties agree that venue for any action arising from this Agreement shall be in the District Court for the City and County of Denver.

C. **Governing Law and Venue for ACDBE and DSBO Contracts.** Licensee agrees that any contract upon which Licensee will rely to comply with ACDBE or the City's Division of Small Business Opportunity ("**DSBO**") goals or requirements stated *infra* in this Agreement, including *e.g.* joint venture or service agreements, will state that such contract is governed by Colorado law, and that venue for any action arising from such contract shall be in the District Court for the City and County of Denver, unless DEN approves in writing an alternate choice of law or venue.

2.05 DELEGATION OF AUTHORITY

The CEO exercises the City's authority and discretion under the Agreement and has the authority and discretion to further delegate any authority or discretion granted to the CEO. The CEO has designated as their representative and delegated their authority and discretion under this Agreement to DEN's Executive Vice President, Chief Commercial Officer ("**EVP**"). Only the

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CEO and/or EVP may exercise City's authority and discretion granted under the Agreement, *except that* the EVP has delegated authority for all day-to-day management responsibilities and decisions to the Department of Aviation's Senior Vice President of Concessions ("**SVP**"). The CEO and/or EVP may rescind or amend any designation of representative or delegation of authority and discretion under the Agreement upon written notice to Licensee.

ARTICLE III:
GRANT OF LICENSE PRIVILEGES

3.01 LICENSE PRIVILEGES GRANTED

A. The City grants Licensee the privilege to design, develop, install, operate, manage, and maintain First-Class, high quality, state of the art Advertising Displays at the Assigned Locations identified in **Exhibits A** and **A-1** for the Term of this Agreement, and to enter into Advertising Contracts with Advertisers, subject to the terms of this Agreement, and Applicable Law.

B. The Parties acknowledge the Assigned Locations will be determined by the Parties after the Effective Date, and therefore the form and substance of **Exhibits A** and **A-1** will be updated by the Parties after the Effective Date by letter executed by the EVP or SVP and acknowledged by Licensee, without the need of formal amendment. Further, the Parties acknowledge that locations in **Exhibits A** and **A-1** may change or otherwise require updating from time to time, including to include newly constructed areas at DEN, which may be done without formal amendment.

C. Licensee shall have the sole privilege to operate in the locations specified on **Exhibits A** and **A-1**, as may be updated.

D. Licensee agrees that it is obligated to take possession and begin the design and construction process on the Effective Date.

E. The attached **Exhibits A** and **A-1** designate retained, upgradable and potential future advertising locations. Licensee covenants and agrees to refurbish or demolish and update and install new digital displays in the upgradable and future advertising locations. Licensee, at its own cost and expense, shall have all locations on **Exhibits A** and **A-1** fully refurbished or constructed and functional with Advertising or PSA in place by the Design and Construction Completion Deadline.

F. **Content Management System ("CMS").** Licensee is required to install digital content management players for all upgraded and new advertising locations. A subset of existing inventory is powered by legacy media players: (i) Licensee will be required to use DEN's flight information system, Amadeus Digital Display System, for the DEN-owned digital gate blade signs; (ii) Displays in the new "train to the plane" cars utilize Alstom-provided software. DEN will work with Licensee to provide efficient connectivity to those systems.

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G. City is developing a capital project business case and timeline for an Airport Wide Advertising Infrastructure and Enabling Project (up to $20,000,00.00, subject to approved scope and project costs). If approved, the requested project scope will include running data and electricity, required structural support, and relocation of cameras and fire alarms at agreed upon new and upgraded advertising locations. City will inform when and if infrastructure dollars become available and will work with Licensee on the plan to invest in and support infrastructure.

H. Peña Welcome Sign.

1. Prior to the expiration of the existing advertising contract term for the Peña Welcome Sign on March 18, 2027, Licensee agrees to cooperate with the outgoing Peña Welcome Sign advertising concessionaire to provide and install digital media players in readiness for transitioning content management and assuming advertising responsibility.

2. After March 18, 2027, Licensee shall (i) remove the existing three digital media displays and (ii) install three new digital media displays within the Peña Welcome Sign area (two for in-bound and one for out-bound Peña Boulevard).

3. City shall be responsible, at its own cost and expense, for removing the Peña Welcome Sign light sticks originally included in the Licensee's Proposal as part of its Capital Investment. In consideration of City's removal obligation, Licensee shall design, supply, and install (1) additional outbound digital media display within the Peña Welcome Sign area, subject to City's prior written approval of the design, specifications, and location. If the Parties cannot mutually agree upon the location, Licensee will instead use the Capital Investment funds allocated for such display toward the installation of a digital media display or other approved Capital Investment improvement within the Terminal Complex at a location approved by City in writing.

I. Delay in Delivery.

1. If for any reason City cannot deliver possession of any portion of the Assigned Locations to the Licensee on the Date of Possession set forth in **Exhibit B**, City shall not be subject to any liability therefor, however, any required construction and/or completion dates or deadlines at such portion of the Assigned Locations shall be extended by the CEO in writing. Such inability to deliver shall not affect the validity of the Agreement or the obligations of the Licensee hereunder and will not extend the Expiration Date except to the extent Licensee timely exercises its extension right expressly provided in this Section. If for any reason the City is unable to deliver possession of any portion of the Assigned Locations to the Licensee, then the CEO, in the CEO's sole discretion, shall modify **Exhibits A** and **A-1** at set forth in Section 3.01.B.

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2. **City Caused Delay.** For the purposes of this Section, a "City-Caused Delay" shall mean, with respect to any affected asset that is not delivered on or before January 1, 2027, the period commencing on the Electrical/Data/Construction work start date for that affected asset, as set forth in **Exhibit F**, and ending on the GO LIVE Display activation date for that affected asset (the, "**Asset Delay Period**"), and shall be deemed a delay attributable to the City. If more than one asset is affected by a City-Caused Delay, then the duration of the City-Caused Delay for purposes of Licensee's extension right, will be the length of the single longest Asset Delay Period among the affected assets. Licensee, may, in its sole discretion, elect to extend the Term of this Agreement for that duration. Any extension will be applied to the final year of the Term. Licensee must provide written notice of its election to exercise the extension no later than ninety (90) days prior to the end of the eighth (8^{th}) Contract Year.

3.02 ASSIGNED LOCATIONS ACCEPTED AS IS

Licensee acknowledges that it is taking the Assigned Locations AS IS, WHERE IS, WITH ALL FAULTS, and that City has not made any representations, warranties, covenants, or agreements, express or implied, regarding (a) the value, nature, quality, or condition of the Assigned Locations, (b) the advertising revenue to be derived from the Assigned Locations, (c) the suitability of the Assigned Locations for advertising or marketing purposes, (d) the compliance of the Assigned Locations with Applicable Law, or (e) the fitness of the Assigned Locations for the operation of the Advertising Program. City shall have no obligation, liability, responsibility to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature (including any obligation to maintain, repair, or replace utilities or telephone/data service) on or to the Assigned Locations other than as explicitly stated in this Agreement. Licensee understands, acknowledges, and accepts that airline gate usage and other aspects of DEN operations are subject to change without notice and that City makes no warranty regarding passenger numbers or traffic, or airline gate usage.

ARTICLE IV:
LICENSEE'S REQUIRED CAPITAL INVESTMENT

4.01 REQUIRED MINIMUM CAPITAL INVESTMENT

A. Licensee shall make a Required Minimum Capital Investment in the amount set forth in Section 1.01. Further, Licensee commits to an ongoing investment to be spent as needed after the initial capital outlay to ensure a contemporary, attractive, valuable and First-Class advertising estate.

B. Within one hundred twenty (120) days after completion of construction Licensee shall file with the CEO lien releases for the above expenditures and a statement certified by its architect setting forth the total construction costs with appropriate detail itemizing design fees, original construction contract amount, total change orders, decorations, furnishings, fixtures, and equipment. At City's request,

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Licensee shall also submit copies of invoices supporting such costs. Non-receipted expenditures will not be credited.

C. Costs Included. The following costs may be counted toward Licensee's Required Minimum Capital Investment:

1. Costs incurred by Licensee for installation of new Advertising Displays at the Assigned Locations, which costs may include but are not limited to, building permits, utilities to the Advertising Displays and other construction costs directly related to the Advertising Displays.

2. Fees and costs payable to Licensee's design and architectural engineers incurred in the design of the Advertising Displays at the Assigned Locations, provided that these fees and costs shall not exceed twenty percent (20%), unless otherwise agreed by the City, of the sum of: (a) the total construction costs contracted for directly by Licensee and paid to a construction contractor or materials supplier; and (b) the total cost of Advertising Displays purchased by Licensee and installed and used by Licensee in the Assigned Locations.

3. Costs for removal of existing Advertising Displays from the previous agreement.

4. If no new Advertising Display is set to be constructed at any Assigned Location, costs for restoration or refurbishment of that location may be counted toward the Required Minimum Capital Investment. Restoration costs may include the costs necessary to bring the previous advertising location back to good condition so that it is uniform with its surroundings.

D. Costs Excluded. The following costs may not be counted toward Licensee's Required Minimum Capital Investments:

1. Licensee's costs for internal design, review, management and oversight of Assigned Location construction.

2. Licensee's licensing or franchising costs.

3. Any other future renovation and remodeling of the Assigned Locations which Licensee, at its option, elects to make during the term.

E. Reduction of Required Minimum Capital Investment. If, at any time, City, in its sole discretion, removes an Assigned Location and the Parties cannot agree upon a replacement location, the Assigned Location will be removed, and the Required Minimum Capital Investment will be reduced in proportion to the value of the Assigned Location.

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4.02 DOCUMENTATION

A. Licensee shall document its capital investment to the satisfaction of the CEO in the form the CEO requires. Within one hundred twenty (120) days after the relevant Completion Date, Licensee will provide the City with a schedule of Licensee's allowable Capital Investment costs, along with copies of paid invoices, or similar documentation acceptable to the CEO, evidencing the allowable Capital Investment amounts Licensee expended. Such schedule shall document Licensee's allowable capital investment costs broken down by total expenditure by product type. The schedule shall be accompanied by a signed statement by an officer of Licensee certifying that, to the best of their knowledge, the schedule is true and correct, and all amounts listed were actually paid by Licensee.

B. If Licensee fails to make the required Minimum Capital Investment, or the Minimum Refurbishment Capital Investment, as the case may be, and such failure is not corrected within ninety (90) days after written notice from City, Licensee shall pay on demand to City an amount equal to the difference between such minimum Capital Investment and the capital expenditure actually made by Licensee; provided however that such payments may be modified as provided in Section 4.01.E, above.

C. If Licensee fails to provide the information as required in Section 4.02.A above documenting its Capital Investment, and such information is not fully provided within thirty (30) days of receipt of written notice of such failure from the City, Licensee shall pay to the City as liquidated damages, and not as a penalty, the sum of $100 per day until the information is fully provided to the City. The failure to provide the required information in full within thirty (30) days from receipt of the written notice shall be a Licensee Default. In the event of a Licensee Default under this Section, in addition to any other right or remedy available to the City.

ARTICLE V:
CONSTRUCTION

5.01 CONSTRUCTION BY LICENSEE

A. Licensee shall have the right and obligation to construct improvements upon the Assigned Locations in accordance with the agreed upon Transition and Mobilization Plan, set forth in **Exhibit B**.

B. Licensee may be required to demolish completely and remodel the Assigned Locations, including but not limited to the Peña Welcome Sign and the "light poles," by the agreed upon Design and Construction Completion Deadlines. However, if there are any unreasonable design approval delays due to DEN's design approval process or any other DEN procedures which unreasonably delay the approval of Licensee's construction obligations, or if the airport requests a delay in construction, the Design and Construction Completion Deadline shall be extended by the CEO in writing.

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5.02 UNAUTHORIZED CONSTRUCTION

Licensee shall not make any improvements or modifications, do any construction work at the Assigned Locations, or alter, modify, or make additions, improvements, replacements or repairs, except emergency repairs, to any structure now existing or built without prior written approval of City. Licensee shall not install any fixtures, other than Trade Fixtures, without the prior written approval of City. In the event any construction, improvement, alteration, modification, addition, repair, excluding emergency repairs, or replacement is made without City approval, or done in a manner other than as approved ("**Unauthorized Construction**"), City may, at its discretion, (i) terminate this Agreement in accordance with the provisions herein; or (ii) require Licensee to remove the Unauthorized Construction; or (iii) require Licensee to change the Unauthorized Construction to the satisfaction of City. In case of any failure on the part of Licensee to comply, City may, in addition to any other remedies available to it at law or in equity, effect the removal or change of the Unauthorized Construction referenced above in this Section and Licensee shall pay the cost thereof to City plus an administrative charge, to be calculated as a percentage of the City's costs, as stated in the Concession's Handbook.

5.03 DESIGN AND CONSTRUCTION STANDARDS

In its design and construction work, Licensee will fully comply with the standards and development guidelines identified in the DEN Guidelines for Signage and Advertising on Airport Property, incorporated into this Agreement by reference as **Exhibit C**, and the applicable sections of the Concessions Handbook, incorporated into this Agreement by reference as **Exhibit D**. Licensee covenants to comply with the version of the DEN Guidelines for Signage and Advertising on Airport Property and Concessions Handbook in effect as of the date of any construction it undertakes.

5.04 TIME TO COMPLETE DESIGN AND CONSTRUCTION

A. **Design and Construction Completion Deadline.** Licensee, at its own cost and expense, shall complete its design, obtain building permits and complete construction or installation of the initial improvements, move into and occupy the constructed Assigned Locations as set forth in the Transition and Mobilization Plan. All design and construction shall be complete no later than the Design and Construction Completion Deadline stated on the Construction Summary Page. Such period may be extended by the CEO or the CEO's authorized representative, in writing, if completion of the design or construction or installation of the initial improvements was delayed by fault of the Airport, in which case, the parties will proceed to document the changed dates on the Transition and Mobilization Plan, **Exhibit B.** The Licensee understands and agrees to start the design process, as outlined in this Agreement, immediately upon execution of this Agreement.

B. **Time is of the Essence.** Licensee agrees that time is of the essence in the performance of the terms of this Agreement and, each day after the Design and Construction Completion Deadline that any Assigned Location listed is not fully constructed and functional in the timeframes set forth in **Exhibit B** with Advertising or PSA in place, Licensee agrees to waive all notice and cure

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provisions allowed by this Agreement and to pay to City, in addition to any other rents or fees, liquidated damages in the amount of three hundred and fifty dollars ($350) per day / per new or upgraded asset location until Advertising Display is fully constructed and functional with Advertising or PSA in place. This amount shall be due and payable monthly commencing on the first day of the month following the Design and Construction Completion Deadline.

5.05 DEVELOPMENT SCHEDULE

A. The development schedule for the initial construction of advertising assets at the Assigned Locations is set forth in **Exhibit B**, the Transition and Mobilization Plan. The Design and Construction Completion Deadline or any other portions of the development schedule may only be changed by DEN in its sole discretion based on delays caused by DEN or other factors clearly outside either Party's fault or control. In no event will delays attributable to Licensee's actions or failure to act be a cause for City to modify the development schedule.

5.06 SUBMITTAL AND APPROVAL OF PLANS

A. **Transition and Mobilization Plan.** Licensee shall, in coordination with DEN's concessions management team, prepare and submit for City review a Transition and Mobilization Plan, including a proposed design and construction progress and completion schedule ("**Construction Schedule**") for the construction of all proposed initial improvements.

B. **Disclaimer of Compliance with Laws or Codes.** The approval by City of any plans and specifications refers to the conformity of such plans and specifications to the DEN Guidelines for Signage and Advertising on Airport Property, DEN Tenant Development Guidelines, and Concessions Handbook. Approval of any plans and specifications by City does not constitute its representation or warranty as to their conformity with applicable laws, statutes, codes, or permits and responsibility therefore always remains with Licensee.

C. **Design and Permitting.** Licensee shall be responsible, at its sole cost and expense, for the costs of design and permitting of all improvements at the Assigned Locations and shall not commence any work with respect to an approved construction project until all governmental permits and approvals with respect to the approved construction project have been obtained. At no cost or liability to City, City shall reasonably cooperate with Licensee's efforts to obtain such permits and approvals, which cooperation shall include, without limitation, the execution of such instruments as may be required by governmental authorities in order for Licensee to apply for and obtain such permits and approvals.

D. **Prompt Submission.** The Transition and Mobilization plan shall show architectural design as well as equipment, decorative effects drawn to scale, dimensioned elevation views, drawn to scale, and additional plans, sections, and details as necessary to completely and accurately convey the intent of the proposed

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submittal. The Transition and Mobilization Plan must be submitted to the City promptly. Prior to submission, Licensee should carefully review the DEN Guidelines for Signage and Advertising on Airport Property and the DEN Tenant Development Guidelines. City reserves the right to reject any designs submitted by Licensee and to require Licensee, at Licensee's expense, to make modifications and revisions, and to resubmit designs until designs are deemed acceptable and subsequently approved in writing by City.

E. **Prompt Review.** The City, including but not limited to DEN's Engineering Division and DEN's Design Review Committee, shall promptly review and comment on the Transition and Mobilization Plan. City approval shall extend to all design elements (e.g., materials, color selections) and all architectural and aesthetic matters. During this comment and review period, Licensee must be available to respond to the City in order to arrive at mutually acceptable plans for the Assigned Locations. Licensee will promptly submit necessary modifications and revisions thereof and the City agrees to act promptly upon receipt of such modifications and revisions and upon Licensee's requests for approval of Licensee's Transition and Mobilization Plan.

F. **Final Plans.**

1. **Design Considerations.** Once the Transition and Mobilization Plan is approved, Licensee may move forward with the design for the Assigned Locations. The design shall include all tenant finish requirements, including but not limited to lighting, power, life safety systems, finishes, equipment, and signage necessary to operate in a First-Class manner. Special attention must be given to the design of the electrical systems. All plans and specifications, materials and color selections are subject to review and approval by the CEO's authorized representative.

2. **Preparation of Final Plans.** It is Licensee's responsibility to submit drawings for the City's approval prior to construction. Licensee shall prepare for approval by the City final plans and detailed specifications that incorporate the design intent approved by the City in the Transition and Mobilization Plan ("**Final Plans**"). Final Plans must be prepared by an architect or engineer licensed to practice in the State of Colorado.

3. **Resubmission until Approved.** The City reserves the right to reject any design concept or layout plan submitted and to require Licensee promptly to submit necessary modifications and revisions that address the City's concerns and resubmit Final Plans until they meet the City's approval. Licensee agrees to submit promptly necessary modifications and revisions thereof and the City agrees to act promptly upon receipt of such modifications and revisions and upon Licensee's requests for approval of Licensee's Final Plans. Once the Final Plans have been approved, in writing, by the City, all construction shall conform to the Final Plans, and no substantial changes or alterations shall be made in any plans or

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specifications at any time during this Agreement without the prior written approval of the City.

G. **Notice to Proceed ("NTP").** After Final Plans are approved and prior to the commencement of construction, Licensee shall submit necessary documents identified in the DEN Tenant Development Guidelines and **Exhibit F**, Construction schedule, which outline the process for working with the City to obtain an NTP. In connection therewith, Licensee shall deliver to the CEO a payment bond that guarantees prompt and faithful payment of the construction contract by the Licensee directly to the contractor and shall ensure that Licensee's contractors deliver a construction performance and payment bond that guarantees prompt and faithful performance of the contract and prompt payment by Licensee's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by the said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract, which shall protect the City from any liability, losses or damages arising from Licensee's construction activities occurring at DEN. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City and shall be in form and with conditions as provided by the City. In lieu of a construction bond, the Licensee may provide only such alternate forms of security as are permitted by the CEO, in such form and with conditions as the CEO requires.

5.07 CONSTRUCTION PROCEDURES

A. **Procedures.** Licensee shall, at its own cost and expense, commence construction of an Approved Project in accordance with the procedures described in the Concessions Handbook. Licensee agrees that all construction work to be performed, including all workmanship and materials, shall be of First-Class quality and in accordance with the Approved Project. All construction shall be performed in accordance with the requirements of this Agreement, the Concessions Handbook, and applicable laws, regulations, ordinances, codes and permits including, but not limited to, workers' compensation requirements, City's Prevailing Wage Ordinance (D.R.M.C. § 20-76), City's MBE/WBE participation requirements (D.R.M.C. Articles III and VII), the City's Living Wage Ordinance, and the Americans with Disabilities Act, 42 U.S.C. 12001 *et seq*., and DEN rules and regulations. City and its designees shall have the right from time to time to inspect each Approved Project.

B. **Coordination of Construction.**

1. **Periodic Design and Construction Meetings.** Licensee shall cooperate with City and its planners, designers, architects, and engineers in the construction and installation of the improvements at the Assigned Locations and shall comply with all approved plans and the Building Code. Licensee agrees to meet with the City on a periodic basis, as requested by

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the Tenant Facilities Manager. The Airport Contract Manager shall be copied on all design and construction meeting minutes.

2. **Construction in Adjacent Areas.** Licensee recognizes that during the Term (or any extended term) of this Agreement, construction may also occur in adjacent areas surrounding the Assigned Locations, and Licensee agrees to cooperate with and grant to other contractors access to Licensee's Assigned Locations when necessary to accommodate construction occurring in adjacent areas.

3. **Work Subject to Inspection.** All construction work, materials and installations involved in or incidental to the construction on the Assigned Locations shall be subject at all times to inspection and regulatory control by the City. The City shall at all times have the reasonable right of access to the Assigned Locations to monitor and inspect the construction, work, materials and installation of the Premises Improvements to ensure that such Premises Improvements, if any, conform in all respects to the Final Plans.

4. **Bonding During Construction.** Licensee will obtain performance and/or payment bonds before beginning any construction work, in the form and the amount required by the Concessions Handbook.

C. Construction of Initial Improvements.

1. **Licensee to Install Initial Improvements.** Once an NTP is issued by the City, Licensee shall construct and install at Licensee's own expense, all initial improvements necessary for the customary operation of Licensee's business, including, but not limited to, lighting, power, interior finishes, fixtures, trade fixtures, equipment, signage, wall and ceiling finishes, flooring and floor coverings, and all other equipment and furnishings necessary to operate in a First-Class manner.

2. **Licensee to Supply Licensee's Equipment.** Licensee shall supply all of Licensee's furnishings, trade fixtures, signage and equipment necessary to operate a First-Class Advertising Program. All items not affixed to DEN property subject to this Agreement, including moveable furnishings and non- affixed display fixtures, shall be deemed to be Licensee's Equipment. All of Licensee's Equipment must be of First-Class quality, safe, attractive, and in compliance with all applicable codes and the DEN Tenant Development Guidelines and may be installed only with the City's prior written approval. All of Licensee's Equipment and all Premises Improvements that are permanently affixed to the Assigned Locations and cannot be removed without damage to the Assigned Locations shall be considered Premises Improvements.

D. Failure to Meet Date. Licensee acknowledges that if it fails to meet the Design and Construction Completion Date, or any other deadline set forth in the approved

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Transition and Mobilization Plan, the delay may cause the City to suffer substantial damages that are extremely difficult to ascertain or prove. Therefore, if Licensee fails meet the Design and Construction Deadline and have functional displays as set forth in the approved Transition and Mobilization Plan, the City will have the right to exercise any and all remedies available at law or in equity including, but not limited to, liquidated damages as set forth in Section 5.04.B and the option to terminate this Agreement.

5.08 COMPLETION OF CONSTRUCTION

For each Approved Project, Licensee shall conform to Project Closeout Activities set forth in the Concessions Handbook.

5.09 TITLE TO IMPROVEMENTS

All Premises Improvements made to the Assigned Locations by Licensee, and any additions and alterations thereto made by Licensee, including approved changes and renovations affixed to the realty, shall vest with and become the property of City, at no cost to the City, upon their completion and acceptance by City.

5.10 REFURBISHMENT OR REPLACEMENT OF EXISTING SIGNAGE

A. **Ongoing Refurbishment.** Licensee shall, at its sole cost and expense, construct and install all approved Refurbishment Improvements as needed and as reasonably directed by the City. Ongoing Refurbishment shall exclude improvements or maintenance performed as routine maintenance in accordance with the Agreement. City and Licensee shall jointly determine the scope, extent, and timeline of the Ongoing Refurbishment for the Assigned Locations. If Licensee and City cannot jointly agree upon the necessary scope and extent of the Ongoing Refurbishment, City may, at its sole discretion, determine the reasonable refurbishment required and Licensee agrees to be bound by City's determination.

B. Licensee's plans, specifications, and timeline for work needed for Ongoing Refurbishment must be in accordance with the Concessions Handbook. Licensee shall submit its plan specifications for refurbishment to City for review and approval in accordance with the procedures stated in the Concessions Handbook.

C. **Refurbishment Investment Documentation.** Within ninety (90) days of completion of each refurbishment required by this Agreement, Licensee shall file with the CEO a statement certified by its architect setting forth the total refurbishment costs, with appropriate detail itemizing the elements of decorations, furnishings, fixtures, and equipment. For purposes of documenting each refurbishment minimum investment required by this Agreement:

1. "Design Fees" means the costs for architectural, design, and engineering services related to the site design and incurred prior to obtaining site design approval by City. Design Fees do not include construction, electrical, data

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services, and installation costs incurred in connection with fabrication, construction, or installation after City has granted design approval for the applicable refurbishment.

2. Only Design Fees will be subject to a percentage cap in determining the amount that may be included toward each refurbishment minimum investment required. Unless otherwise agreed to in writing by City, Design Fees not exceeding twenty percent (20%) of the total investment of any refurbishment may be included. For more challenging installations expressly identified and agreed upon in writing in advance, City may approve the inclusion of Design Fees exceeding twenty percent (20%).

3. Financial costs, interest, inventory, pre-opening expenses, loss of revenue related to construction or intra-company charges related to construction, shall not be included. At City's request, Licensee shall also submit copies of invoices supporting such costs.

D. **Refurbishment Investment.** Licensee, at its sole cost and expense, shall have completed all design and aesthetic refurbishments approved by the CEO, shall have updated and completed all repairs/refurbishments necessary to comply with current applicable life, safety and health code requirements and shall have completed renovating and refurbishing the improvements at the Assigned Locations required by the CEO at the minimum investment described in Section 4.01.A and on a timeline approved by the City.

ARTICLE VI:
USE OF ASSIGNED LOCATIONS

6.01 PERMITTED USES

A. The City grants Licensee the privilege to design, develop, install, operate, manage, and maintain First-Class, high quality, state of the art Advertising Displays at the Assigned Locations for the term of this Agreement; and to enter into Advertising Contracts with Advertisers, subject to the terms of this Agreement and Applicable Law.

B. Licensee will obtain and maintain all permits, certificates, licenses, or other authorizations required in connection with the operation of the Advertising Program. Copies of all required permits, certificates, licenses, or other authorizations will be forwarded to City upon issuance and at each renewal.

C. At no time shall any Assigned Locations identified on **Exhibits A** and **A-1** be left vacant of advertising copy. Licensee shall promptly develop and actively solicit sale of all locations and shall allow DEN Concessions right of first refusal to promote the concessions program before placing appropriate PSA or "filler" material in any empty space. Any and all filler shall be removed and replaced upon request of the City.

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6.02 PROHBITED USES

A. Licensee shall not use any part of DEN for any unlawful purpose whatsoever and shall not commit or permit any nuisance for or upon DEN property by any of the Licensee's employees, assigns, contractors, or agents.

B. No portion of the Assigned Locations shall be used to warehouse, stock, or store any goods, wares, or merchandise.

C. Licensee, or its employees, assigns, contractors, operators or agents may not sell any items of merchandise, food, beverages, Reserved Technologies, or offer any services directly to the public or any airport employees. Licensee shall not engage in any activity not specifically provided for under the terms of this Agreement.

D. Licensee agrees that it will not engage in any transaction, activity, or conduct that would result in a conflict of interest under this Agreement. Licensee represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the Licensee by placing the Licensee's own interests, or the interest of any party with whom the Licensee has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Licensee written notice which describes the conflict and opportunity to eliminate or cure the conflict. The Licensee shall have thirty (30) business days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.

E. Licensee shall not use any vacant space for promotion of itself or any of its own products without the prior consent of the CEO or the CEO's authorized representative. Furthermore, Licensee shall pay all rents or fees as set forth in this Agreement for its use of the vacant space. The percentage payment owed for the use of these spaces shall be calculated using the average rental rate for similar advertising locations.

F. In no event will Licensee engage in any business activity on the Airport outside of the Assigned Locations. Nor shall Licensee place any Advertising Displays, install, maintain, or use any racks, stands or other display of merchandise, trade fixtures, or furnishings in or upon any areas located outside the Assigned Locations, regardless of whether such areas are adjacent to the Assigned Locations, without written approval of the CEO or the CEO's authorized representative.

6.03 RIGHTS NOT EXCLUSIVE

A. Licensee shall have the sole right to operate at the Assigned Locations. All locations not expressly set forth in **Exhibits A** and **A-1**, including but not limited to Sponsorships and Kiosk Advertising Locations at gate hold rooms designated in **Exhibit E**, are specifically excluded from the scope of this Agreement.

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B. Nothing in this Agreement shall be construed to:

1. Prevent the City from advertising or promoting the Airport, the City of Denver, or any events that may occur in, or are sponsored by, the City of Denver, in any medium of its choice, using any of DEN's facilities; provided however that the City agrees not to sponsor events or run promotions that would otherwise be opportunities for Licensee to sell as part of the Advertising Program. As used herein, "DEN's facilities" means those facilities not included within the Assigned Locations.

2. Prohibit any airline, tenant, concessionaire or licensee at DEN from engaging in display branding of their own businesses within their leased premises, including inside or upon storefronts in accordance with their agreements with the City. This exception shall include airline promotional events celebrating a new carrier route at DEN.

3. Prevent the City from engaging in Sponsorships or ventures relating to Reserved Technology. Asset identification for Sponsorships is yet to be determined but will not include existing media assets, new media assets identified by the RFP, other new media assets proposed by the Licensee and accepted by City as part of the RFP process, or any of the locations identified in **Exhibits A** and **A-1**.

6.04 MEANS OF ACCESS

A. **Non-Exclusive Access.** Licensee, its agents, employees, contractors and suppliers have a non-exclusive right of ingress to and egress from the Assigned Locations by a means of access located outside the boundaries of such space as specified by the City. Such access shall, without exception, be in common with such other persons (including, at the option of the City, the general public) as the City may authorize or permit, and the City may at any time close, relocate, reconstruct or modify such means of access, provided that a reasonably convenient and adequate means of ingress and egress is available for the same purpose.

B. **Subject to Security.** The right of access is subject to such rules and regulations as the CEO, the TSA, or other governmental authority may reasonably implement. Moreover, without exception, nothing in this Agreement shall be construed to prevent the City from charging the operators of vehicles carrying property a fee for the privilege of entering DEN or using the roadways in or at DEN, or otherwise operating DEN.

C. **City's Right of Inspection; Access.** The City, its agents and employees, retain at all times during the Term of this Agreement, the full right of entry to the Assigned Locations for any purpose necessary, incidental to or in connection with its obligations hereunder, or for the purpose of making any inspection it deems necessary, with or without advance notice, without liability. Without limiting the foregoing, such access may be made to make such repairs, alterations,

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improvements, or additions as the City is required to make or authorized to make under this Agreement, to determine whether Licensee has complied with the terms and conditions of this Agreement or to cure any breach that remains uncured by Licensee. During the last six (6) months of the Term (or any extended term) of this Agreement, the City may show the Assigned Locations to prospective tenants. In addition, during any emergency, the City, or its agents, may access the Assigned Locations forcibly, if necessary. Nothing herein contained, however, shall be deemed to impose upon the City any obligation, responsibility or liability whatsoever, for any care, maintenance or repair, except as otherwise expressly provided for in this Agreement. No such reasonable access by or on behalf of the City upon the Assigned Locations shall constitute or cause a termination of this Agreement nor shall such access be deemed to constitute an interference with the use thereof by the Licensee.

6.05 RESERVATION OF RIGHTS

A. City reserves the right, on behalf of its tenants at DEN, to permit the erection and maintenance of identification and directional signs for the purpose of advertising or identifying tenant business activities conducted therein. The City also reserves for itself the right to erect informational, educational, and directional signs, kiosks and displays for the benefit of the City, the public and users of DEN.

B. City reserves the right to use unsold advertising spaces for PSA or City promotions, The cost of advertising and installation into the Advertising Displays for such use shall be borne by the City. City agrees to relocate or remove the PSA or City promotions display within two (2) weeks of receiving notice from the Licensee that the space has been sold to an Advertiser. Additionally, City reserves the right to use twenty percent (20%) of all digital assets, with the exception of the six (6) "Visit Denver" locations on the concourse train platforms, to display messages (i) promoting DEN, and services offered by the City at DEN, including the DEN Concessions program, relevant wayfinding, and parking (ii) promoting new or expanded air service to DEN, (iii) promoting the City of Denver, (iv) promoting events that may occur in, or are sponsored by the City of Denver, or (v) welcoming visitors to the City or to sponsored events. The images may be dynamic or static. City agrees that promotions (such as for airline services or events) shall be limited to messaging that does not constitute advertising which would otherwise be sold by Licensee pursuant to the Advertising Program, as illustrated in **Exhibit M**.

C. In the event the six (6) "Visit Denver" assets on the concourse train platforms are converted to digital screens, City reserves the right, in City's sole discretion, to determine the use of twenty percent (20%) of the available display time, defined as the total time content is shown on the digital screens within a recurring cycle, together with any unsold advertising space. The images may be dynamic or static.

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6.06 RELOCATION, DELETION AND ADDITION OF ASSIGNED LOCATIONS

A. The City may direct Licensee to vacate any one or more of the Assigned Locations or relocate or remove any one or more of the Advertising Displays due to DEN development/construction, operational necessity, security, or safety considerations upon not less than thirty (30) days prior written notice to Licensee, except in an emergency affecting DEN security or public health and safety.

B. If relocation of an Advertising Display or one or more of the Assigned Locations becomes necessary, the City shall offer Licensee a replacement site that is substantially equivalent in commercial value and size, if available. If Licensee disagrees with the replacement location, Licensee may, within ten (10) calendar days of receipt of the CEO's written notice of impending relocation, give written notice of objection to the CEO. Upon such notice by Licensee, the parties shall, for a period not to exceed twenty (20) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however, if for any reason the disagreement is not resolved within this period, the CEO shall have the sole right to decide the matter. If City directs Licensee to relocate an Advertising Display or one or more of the Assigned Locations, the actual verifiable costs of relocation and disassembling the improvements and re-assembling them on the new site shall be borne by the City. City shall not be liable, however, for any indirect, incidental, or consequential, costs incurred by Licensee as a result of such relocation, including increased maintenance or operational cost, or loss of income, sales, or profits other than as provided in Section F below. If a comparable alternative location is not available for an Advertising Display proposed for relocation, the removal of that Advertising Display shall be treated as a deletion and **Exhibits A** and **A-1** will be modified at set forth in Section 3.01 and the applicable MAG will be adjusted in accordance with Section F below.

C. The CEO may add or subtract Assigned Locations listed on **Exhibits A** and **A-1** with notice to the Licensee. Each of these actions may be taken without the requirement of a formal amendment to this Agreement.

D. If the City deletes an Assigned Location, the Licensee agrees to remove trade fixtures and at Licensee's expense restore any City property damaged to conditions existing prior to installation or alternatively to an acceptable workmanship like condition.

E. At any time during the term of this Agreement, either party may propose an additional Assigned Location, by written notice to the other party. The notice shall include the type, number and size of Advertising Displays that are proposed to be installed at the additional Assigned Location, and the proposed minimum capital investment. The party receiving the proposal for the Additional Assigned Location shall have sixty (60) calendar days to submit a written response to the proposal. Acceptance of additional Assigned Locations will require the parties to modify **Exhibits A** and **A-1** as set forth in Section 3.01.B.

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F. Notwithstanding the foregoing, in the event of any Obstruction or Removal of any Assigned Location for five (5) or more complete and consecutive days, then Licensee may seek to have the MAG allocated for any such Assigned Location to be equitably abated for the period commencing on the 6th day following the date that any such Assigned Location is so obstructed or removed until the date the Obstruction is removed or a replacement location is installed. Licensee shall seek the MAG reduction by providing the SVP with information sufficiently documenting the Obstruction or Removal, including the calculation of the pro rata loss of revenue attributable to such Obstruction or Removal, and the associated impact to MAG. The City shall have fifteen (15) business days to assess Licensee's request for a change to MAG based upon the Obstruction or Removal. The Parties will thereafter work in good faith to resolve any disputes in whether to reduce MAG, or the amount of such reduction, under this Section 6.06.F.

6.07 TEMPORARY EXHIBITS

Licensee may propose, and the City will use reasonable efforts to review, the use of certain proposed locations for temporary exhibits ("**Temporary Floor Exhibit Locations**"). Approval or disapproval of any Temporary Floor Exhibit Locations shall be at the City's sole discretion. Licensee's acceptance of any approved Temporary Floor Exhibit Location is made on an AS IS, WHERE IS, WITH ALL FAULTS basis subject to the same acknowledgments, terms and conditions as apply to Assigned Locations. On seven (7) business days' notice, the City may, for any reason, require the Licensee to relocate or remove any Temporary Floor Exhibit Location at its own expense. The City will make a reasonable effort to provide a suitable alternative location in terms of public access and visibility but makes no guarantee in this regard. Licensee acknowledges that operational requirements and other City priorities will override any interest of Licensee in any particular Temporary Floor Exhibit Location. Unless other requirements are specifically identified herein, Temporary Floor Exhibit Locations shall be subject to the same pre-approval, maintenance, and other requirements as apply to Advertising in Assigned Locations.

6.08 STORAGE SPACE

Licensee's rights and obligations regarding the use and occupancy of storage space to support its activities under this Agreement are subject to the terms of a separate agreement.

ARTICLE VII: TERM

7.01 TERM

The Term of the Advertising Program shall begin on the Effective Date and continue until 5:00 pm on the Expiration Date, unless this Agreement is earlier terminated as provided herein. In no case will the Term extend beyond the Expiration Date, except as provided for in Section 3.01.I.

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7.02 TEMPORARY OPERATIONS

A. **Temporary Operations.** After the Effective Date and continuing during the Term, City, in the sole discretion of the CEO, may grant Licensee the privilege of conducting temporary advertising operations at DEN. Where the CEO determines it is in the best interest of the City to allow Licensee the privilege of conducting temporary advertising operations, City shall notify Licensee by letter executed by the CEO or CEO's authorized representative and acknowledged by Licensee, without need for formal amendment to this Agreement. Such privilege shall be on a temporary basis, upon the same terms and conditions as stated herein, unless otherwise stated in said letter. Temporary operations added in accordance with this Section shall open within ninety (90) days from the date of the CEO's letter and terminate on a date determined by City.

B. **Holding Over.** If Licensee holds over after the Expiration Date, any extension thereof, or earlier termination of this Agreement as herein provided, and the City and Licensee have not otherwise agreed, in a written amendment, to the terms and provisions of such holding over, thereafter Licensee's occupancy shall be deemed by the City to be either a month-to-month holdover tenant, or a tenant at sufferance, with a monthly hold over fee payment, payable in addition to any other Rent of Fees and payable in advance, equal to twenty percent (20%) of the monthly Rent provided for in this Agreement ("**Holdover Fee**"), and Licensee shall otherwise remain bound by all terms, conditions, covenants, and agreements hereof. The Holdover Fee will be calculated by multiplying the Rent amount due each month by two tenths (0.2). Upon expiration of this Agreement, and in the CEO's sole discretion, the holdover fee may be waived in writing to allow Licensee to holdover at one hundred percent (100%) of the monthly Rent provided for in this Agreement. Nothing herein shall be construed to give Licensee the right to hold over at any time, and the City (after expiration or termination of this Agreement, as the case may be), may exercise any and all remedies at law or in equity to recover possession of the Assigned Locations, as well as any damages incurred by City on account of such holding over.

C. If Licensee is deemed to be a holdover tenant, Licensee and the City agree that: (a) the tenancy shall be month-to-month and may be terminated at any time by thirty (30) days prior written notice from either Party to the other; and shall be calculated based on the Percentage Fee payable.

D. **Duties upon Expiration, Surrender or Early Termination.**

1. Licensee covenants that, upon termination of this Agreement with or without cause, it will surrender the Assigned Locations to the City peaceably, quietly, and in as good order and condition as the same may be hereafter improved by Licensee or City, reasonable use and wear thereof and damage by casualty, which damage Licensee did not cause and is not required to repair or restore under this Agreement, excepted.

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2. Licensee shall promptly return all security badges, keys and other means of access to the Assigned Locations.

3. City shall be entitled to exercise the non-judicial remedy of locking Licensee out of the Assigned Locations as a means of enforcing City's right of possession, regardless of whether Licensee is delinquent in compensation payments, including without limitation, the de-activation of Licensee's security badges or credentials; and this right of de-activation shall not, and legally cannot, limit or otherwise affect City's governmental police powers to de-activate security credentials for security or other governmental reasons.

4. Upon expiration or termination of this Agreement and subject to investment verification and location approval, City shall require the incoming operator to buy the remaining assets from Licensee at Net Book Value.

7.03 TRESPASS

Any exercise by Licensee of the privileges granted herein after the Expiration Date, or after termination of this Agreement without the written approval of City constitutes a trespass, in accordance with Applicable Law. In the event of such trespass, Licensee shall indemnify City against all damages arising out of the Licensee's trespass, including but not limited to, any costs incurred by City to evict Licensee, regain possession of the Assigned Locations or any portion(s) thereof, and all insurance policies, Surety, and Guarantees required to be obtained and maintained by Licensee as set forth in this Agreement shall continue in full force and effect.

7.04 END OF TERM TRANSITION

During the final Contract Year, City may award and transition to a new concession agreement which may include privileges to the Assigned Locations or portions thereof. If Licensee is not selected for the new agreement, Licensee acknowledges and agrees to follow the end of term transition procedures and guidelines identified in Section 7.02.D and the Concessions Handbook.

ARTICLE VIII:
COMPENSATION, FEES, OTHER CHARGES, REPORTING, AND ACCOUNTING RECORDS

8.01 GROSS REVENUE

Gross Revenue includes all monies paid or payable to Licensee or due or received from customers by Licensee for sales made, services rendered, and any other receipts, credits, rebates, allowances, internet sales, or revenues of any type arising out of or in connection with Licensee's or agents' operations at DEN, other allowances and fees, and any amount charged by Licensee as a pass through to its customers of the Privilege Fee or any other fee or charge payable per this Agreement ("**Gross Revenue**"). Gross Revenue shall not include:

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1. Any sales commissions or programmatic fees actually paid to advertising agencies or programmatic platforms unaffiliated with the Licensee for advertising placed at the airport, not to exceed fifteen percent (15%) of the amount charged by the Licensee to the Advertiser or paid to the programmatic platform provided, however, that the amount of such sales commissions and programmatic fees are written into the Advertising Contract and, are separately stated in the advertising agency invoices or are contained in the programmatic agreements and are substantiated on a case by case basis if requested by City. The sales commission or programmatic fee may only be deducted if charged by an advertising agency or a programmatic platform. The fifteen percent (15%) agency sales commission or programmatic fee shall not be kept by Licensee or affiliated companies and shall be reduced by any rebates from the advertising agency or programmatic fees to the Licensee.

2. Any taxes imposed by law that are separately stated to and paid by a customer and directly payable to the taxing authority by Licensee.

3. Amounts and credits received in settlement of claims brought by Advertisers.

4. Insurance proceeds received from the settlement of claims for the loss of or damages to Licensee's property at or on the Assigned Locations other than the proceeds from business interruption insurance.

5. Reimbursements from Licensee's sub-concessionaires for any taxes, fees, franchise or license fees, utilities or other services paid or provided by Licensee for or on behalf of its sub-concessionaires; provided, however, that any reimbursement in excess of the actual cost of such taxes, fees, franchise or license fees, utilities or other services shall be included in Gross Revenue.

6. Compensational fees, and charges paid to Licensee by its sub-concessionaires pursuant to the provisions of this Agreement; provided, however, that any such payment in excess of the amounts required hereunder shall be included in Gross Revenue.

7. Amounts paid by advertisers and/or agencies as direct recharges for credit card fees incurred by Licensee.

8. Amounts paid by advertisers and/or agencies in connection with the costs of design, fabrication or installation of any advertising display, or ongoing service of any advertiser's specialty or custom display/graphics or other content, provided that such costs are reasonable and separately stated to and paid by an advertiser and/or agency.

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8.02 PRIVILEGE FEE AND OTHER FEES AND CHARGES

As consideration for the privileges granted herein to operate and manage Advertising Displays at DEN, beginning on the Effective Date and continuing through the Term, Licensee covenants to pay the Privilege Fee to City for each month, or portion thereof, during the Term. The Privilege Fee shall be comprised of the greater of the MAG and/or the Percentage Fee for, as set forth in this Article VIII.

A. MAG.

1. **Interim Period MAG.** MAG will be waived for the Interim period beginning on the Effective Date and continuing until December 31, 2026.

2. **Subsequent Contract Years.** Beginning on January 1, 2027, and continuing each year thereafter until the Expiration Date, including any holdover period, the applicable MAG amount in Section 1.01 will be paid in monthly installments, with each monthly installment equal to the applicable MAG divided by twelve.

B. Percentage Fee. Licensee covenants to pay a Percentage Fee in an amount equal to Gross Revenue for a month multiplied by the applicable Percentage Fee Rate set forth in Section 1.01, but only where the monthly calculated Percentage Rent exceeds the MAG payable for that month. If MAG is greater than the Percentage Fee in a month, then Licensee shall pay the monthly share of MAG as the Privilege Fee for that month.

C. Vacant Space. In its monthly Revenue Statement, Licensee shall provide a status report to the City, which shall include the occupancy status of each Advertising Display and Assigned Locations for the previous month and the overall occupancy rate for that month. Such report shall specify what is being advertised in each of the Assigned Locations, and which of the Assigned Locations are currently unsold. The CEO has the final authority to determine the reporting requirements for this purpose.

D. Additional Rent. All amounts required to be paid by Licensee under this Agreement, other than the Privilege Fee, shall be deemed "Additional Rent" (whether or not so designated herein), including but not limited to utilities fees, late or delinquent fees, accrued interest, liquidated damages, Hold Over fees and any other fees or charges payable under this Agreement. Licensee shall pay the Additional Rent in the manner and at the place provided in this Agreement. If such amounts or charges are not paid at the time and in the manner as provided in this Agreement, they shall nevertheless be collectible as Additional Rent with the next installment of Rent thereafter falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of the City. All amounts of MAG, Percentage Fee and Additional Rent (also

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collectively referred to in this Agreement as "**Rental**") payable in a given month shall be deemed to comprise a single rental obligation of Licensee to City.

E. **Performance Surety may be Drawn.** If the City has not received the monthly Revenue Statement on the date due, the City reserves the right, in addition to all of its other rights as stated herein, to immediately thereafter invoice the Percentage Fee to Licensee based on the City's estimate of Licensee's Gross Revenues and, after notice, to draw on the Performance Surety, based on the City's estimate of what is due. Any such draw against the Performance Surety by the City shall not release Licensee from the obligation of providing the actual Monthly Revenue Statement, but such amounts drawn against the Performance Surety shall dollar for dollar reduce the amount due under the Monthly Revenue Statement for that month.

F. **Title to City's Compensation.** Immediately upon Licensee's receipt of monies from doing business under the terms of this Agreement, the percentages of said monies belonging to City shall immediately vest in and become the property of the City. Licensee shall be responsible as trustee for said monies until the same are delivered to City. The money shall at all times belong to the City even if it is commingled with other funds.

G. **Utilities.** City will provide certain utility connections as stated in the Tenant Work Permit Handbook. Licensee may connect into or extend, at its cost, such utilities in accordance with Tenant Work Permit Handbook.

8.03 FAILURE TO MAKE TIMELY PAYMENTS

A. Licensee understands, accepts, and agrees to be responsible as a trustee for said monies until the same are delivered to City. No breach of this Agreement by City shall relieve Licensee of its obligation and duty to pay all such obligations when due.

B. Without waiving any other right or action available to City, in the event Licensee is delinquent in the payment of rent rightly due and owing by an audit of Licensee's books and records as provided in Section 8.06, and in the event Licensee is delinquent in paying to City any such compensation, damages, charges, or fees for a period of five (5) business days after the payment is due, City reserves the right to charge Licensee interest thereon, from the date such compensation, damages, charges, or fees became due to the date of payment, at 18% per annum, to the maximum extent permitted by law.

C. In the event of a dispute as to the amount to be paid, City shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency.

D. The right of City to require payment of interest and the obligation of the Licensee to pay shall be in addition to and not in lieu of the right of City to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

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E. The failure of City to take action in the event of a delinquent payment or series of payments shall in no way waive the right of City to take action at a subsequent time. City expects all compensation, fees and charges to be paid on time and Licensee agrees to pay on time. Further, any endorsements or statements on a check or letter accompanying such payment for compensation or other charges shall not be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever.

F. Notwithstanding other provisions of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute a material breach by Licensee, City may terminate this Agreement upon written notice to Licensee, in accordance with Section 16.01, if (i) there are recurring instances in which Licensee's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Licensee fails to maintain adequate records and accounts reflecting its business operations at DEN and calculation of Gross Revenue under this Agreement; or (iii) Licensee fails or refuses to submit the formal supporting paperwork as required herein.

8.04 RECORD KEEPING, REPORTS, ANNUAL STATEMENT, AND END OF YEAR ADJUSTMENT

A. **Bookkeeping System.** Licensee agrees to establish and maintain a system of bookkeeping satisfactory to the City Auditor. Such system shall be kept in a manner that distinguishes each Concession location that is operated by Licensee from all other Concession locations operated by Licensee.

B. **Records Maintenance.** Licensee shall maintain, in accordance with generally accepted accounting principles, complete and accurate books and records that include all financial transactions in the performance of this Agreement. Licensee shall retain such books and records for a period in accordance with this Agreement and shall make such books and records available for inspection by representatives of the City, including, without limitation, the City's Auditor and independent auditors hired by the City. Such books and records shall include, without limitation, all sales slips, cash register tapes, stand sheets, sales books, bank books or duplicate deposit slips, and all other evidence of total receipts, Gross Revenue, Direct Operating Expenses, Net Operating Profits, Net Operating Losses, Minimum Guaranteed Payments, City Commissions, Monthly Reports, Weekly Reports, Annual Reports, and CCC Business Incentive Fund, Marketing Fund, Additional Expenditures, and Reserve Fund balances (collectively, the "**Financial Records**").

C. **Required Records.** Licensee shall keep readily available for City review adequate and accurate accounting books and records documenting all business and transactions engaged in by Licensee pursuant to this Agreement. Such books and records shall include, without limitation, daily receipts and expenses, daily bank deposits, daily sales records, and copies of all business tax returns filed with the State of Colorado and all federal income tax returns. Licensee's bookkeeping

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systems are subject to the City's approval, and Licensee agrees to comply with any modifications to such bookkeeping that the City may require from time to time.

D. **Financial Reports.** Licensee covenants to prepare and submit reports to City by an approved authorized representative of the Licensee. City reserves the right to change the form and frequency of reports and statements, including, but not limited to, the **Exhibit G** Monthly Concession Report, and to require the submission by Licensee of other statistics and information, including, but not limited to, reporting revenue by advertiser and asset location, pertaining to the Gross Revenue hereunder. Licensee agrees to change the form of the required reports and statements as requested by City and to provide any additional statistics and information City may request.

E. **Annual Statement.** No later than March 31 after the end of each year of operation after the first Contract Year, Licensee will, at its sole cost and expense, provide an "Annual Statement" to City prepared by an Independent Certified Public Accountant ("**CPA**"). There may be no limitation on the scope of the engagement that would preclude the Independent CPA from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Revenue. The engagement will include a schedule of Gross Revenue and Privilege Fees for each month of the Licensee's operations in the Contract Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to City. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion from the Independent CPA on whether the Gross Revenue, Privilege Fees, and all other fees or charges payable under this Agreement have been completely and accurately presented, calculated, reported, and paid according to the terms of this Agreement. City reserves the right to reject Licensee's choice of Independent CPA, where in City's view the Independent CPA does not have the appropriate standing, reputation, or independence from the Licensee. The City may further define or modify the requirements for the Annual Statement through updates to the Concessions Handbook or by the CEO's signed directive.

F. **Findings.** City reserves the right to challenge any findings or conclusions of the Annual Statement. In such event, City may conduct its own audit under the provisions set forth in Section 8.06 or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by City of any dispute will be final. Delivery of an Annual Statement containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

G. **End of Year Adjustment.** If Licensee has paid to City an amount greater than Licensee is required to pay as Privilege Fee for a Contract Year under the terms

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hereof, Licensee shall be entitled to a credit against Licensee's MAG for the amount of the overpayment. If Licensee has paid less than the amount required to be paid as Privilege Fee for such Contract Year, then Licensee shall pay the difference to City in the next payment of the MAG.

H. **Acceptance of Reporting.** Acceptance of any financial reports or payments by City does not constitute agreement by City with the amounts reported and paid. City reserves the right to reject any reports submitted by Licensee.

8.05 FORM OF PAYMENT

All payments due under this Agreement shall be paid in United States of America dollars. City may accept payment without prejudice to its right to recover the balance of any amount due and to pursue any other remedies in this Agreement or otherwise available. All payments of MAG, Percentage Fee, and all other damages, fees, and/or charges shall be made by the method specified in the Concession Handbook. Licensee assumes all risk of loss of payments.

8.06 CITY'S RIGHT TO PERFORM AUDITS, INSPECTIONS, ATTESTATION ENGAGEMENTS

A. Any authorized agent of the City, including the City Auditor, his or her representative, or independent auditors hired by the City, has the right to access and the right to examine and/or audit any Financial Records and other pertinent books, documents, papers and records of Licensee (together with the Financial Records, the "**Records**"), involving transactions related to this Agreement until the later of three (3) years after the final payment under this Agreement or expiration of any applicable statute of limitations. Licensee shall make its Records available to the City within fourteen (14) calendar days of its receipt of a written request from the City for the same. Licensee may satisfy this requirement by either: (i) making the Records available for examination within the Denver metropolitan area; or (ii) paying the City, in full and in advance, reasonable travel and related expenses for a City representative to travel to any location outside the Denver metropolitan area for such examination. Upon completing such travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Licensee as appropriate.

B. Licensee agrees that the City, and any of the City's agents including the City's Auditor or an authorized representative of the Auditor, may inspect any document, return, data or report filed pursuant to Chapter 53 of the Denver Revised Municipal Code by Licensee with the City's Manager of Finance and any related reports, document, data or other information generated by the City's Manager of Finance or employees under the control of the Manager of Finance in connection with any investigation or audit of Licensee by the City's Department of Finance. Licensee authorizes and permits the inspection of such documents, data, returns, reports and information by the City and any of its agents, including but not limited to the City's Auditor or an authorized representative of the Auditor, and in regard to such

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inspection waives any claim of confidentiality that it may have in connection with such documents, returns, data, reports and information.

C. If City requests and Licensee fails to furnish any records in a timely manner, City reserves the right to, in addition to all other remedies available hereunder, at law, or in equity, have an independent forensic accounting firm attempt to reconstruct the missing records. Licensee covenants to reimburse City for the reasonable cost associated with reconstructing any missing records, including but not limited to, the cost of the independent forensic accounting firm, attorney's fees, and litigation expenses incurred. Engagements will be conducted in accordance with the procedures identified in the Concessions Handbook. The Parties recognize that City will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree City may collect liquidated damages, as set forth in Article XI, for the records requested and not received.

D. If the City determines after an audit for any Contract Year that any payment(s) made to the City were understated or materially misstated in the Annual Report, Licensee shall pay the amount of the deficiency plus interest at two percent (2%) per month compounded daily computed from the date due until the date paid. If such payments were understated or materially misstated by more than one percent (1%), Licensee shall pay to the City the cost of the audit in addition to the deficiency and interest. If the City determines after an audit that the City was overpaid, the City shall have the option to either credit an overpayment against a subsequent amount due or provide a refund to Licensee.

E. Licensee will include a provision providing City the same rights to initiate and perform audits, inspections, or attestation engagements in any sub-concessionaire agreement that it enters and cause its sub-concessionaires to include the statements in further sub-concessionaire agreements.

ARTICLE IX:
PERFORMANCE AND OPERATING STANDARDS

9.01 CITY'S RIGHT TO MONITOR PERFORMANCE

A. **First-Class Requirement.** It is City's intention Licensee's business be conducted in a manner so as to meet the needs of DEN patrons and employees and in a manner that will reflect positively upon the Licensee and City. The Licensee shall equip, organize, and efficiently manage the Advertising Displays in a clean, attractive, sustainable, and pleasant atmosphere.

B. **Objections.** City in its sole discretion shall have the right to raise reasonable objections to the condition of the Assigned Locations, the character of the service, the sustainability practices of Licensee, and/or the appearance and performance of display assets and service personnel, and to require any such conditions or practices objectionable to City to be remedied by Licensee.

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C. **Performance Audits.** City reserves the right to conduct periodic performance audits of the Assigned Locations to assure Licensee consistently performs all of the operational, safety, sustainability, and compliance standards of this Agreement. Licensee acknowledges performance audits will be conducted by City, or its representative, and hereby covenants to cooperate with all performance audits. Repeated violations and deficiencies in performance by Licensee may be cause, at City's sole discretion, to terminate this Agreement.

D. **Annual Review.** No later than ninety (90) days after the end of each Contract Year, Licensee and City will meet to review and evaluate the financial, customer service, and operational performance of the Concession; ownership; the physical condition of the Assigned Locations; and Licensee's compliance with any applicable ACDBE requirements. Before the review meeting, Licensee shall provide the information required in the Concessions Handbook. During the course of the review, City may determine, in its sole discretion, that the performance of the Concession is unsatisfactory in one or more categories listed in the Concessions Handbook. The Annual Review should also include a forward-looking examination of the Licensee's Business and Marketing Plans, including, but not limited to:

1. Establishment of new operational goals and objectives for the forthcoming year of the plan including identification of sales opportunities;

2. Projections of sales, sales per square foot, sales per enplaned passenger and payments to the City due under this Agreement for the forthcoming year;

3. Any planned expenditures, investment or improvement in the Approved Locations or permitted Temporary Exhibits;

4. Any anticipated changes or improvements in management of the Advertising Program such as marketing efforts, promotional activities, training or service; and

5. Any updates to budget, leasing, marketing and professional goals and guidelines.

6. Licensee shall send an executive level representative of Licensee from its home or regional office, who is familiar with the terms and conditions of this Agreement, to meet with DEN management not less than once each Contract Year throughout the Term of this Agreement, and as reasonably requested by the City. Company's executive level representative shall also be available as required to resolve any issue that cannot be managed by Company's local management. At the annual meeting, Licensee shall present a review of the status and direction of all aspects of the Advertising Program including but not limited to Licensee's performance measures as defined in this Agreement and future plans. All such meetings shall be arranged by written or electronic notice to document their occurrence.

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E. **Remediation Plan.** If City determines, based on the performance criteria specified for the Annual Review in the Concession Handbook, Licensee performed unsatisfactorily during the prior Contract Year, City will provide written notice to Licensee. Within thirty (30) days of receipt of such written notice, Licensee shall prepare and submit to City, for its approval, a Remediation Plan, as described in the Concession Handbook.

9.02 QUALITY OF ADVERTISING ASSETS

A. Licensee shall seamlessly and consistently integrate attractive new assets in underutilized and newly identified locations, in both the Great Hall and new concourse expansions, maximizing the potential of DEN's media estate.

B. Licensee shall expand the existing media offerings by upgrading static display locations to dynamic, digital formats along the passenger journey, ultimately creating a modern, consistent, and highly desired advertising environment.

C. All technology shall comply with the requirements contained in attached **Exhibit H**, Information Technology Provisions.

D. If City identifies any deficiencies with respect to the operations, including, without limitation, quality, variety, and quantity of display assets, Licensee shall be notified in writing by City and shall correct, or cause to be corrected, such problem or problems within the cure period stated in the Concessions Handbook. If Licensee fails to correct within the allowed cure period, City may collect liquidated damages as described in Article XI.

E. Advertising displayed at the Assigned Locations must comply with the DEN Guidelines for Signage and Advertising on Airport Property, as may be updated from time to time. The City reserves the right to reject, or discontinue displaying, at any time and without advance notice, any advertisement, or advertising content, in whole or in part, that in the City's sole judgment, violates the DEN Guidelines for Signage and Advertising on Airport Property, or any other material term or condition of this Agreement.

9.03 MANAGEMENT

A. **General Manager.** Licensee shall select and appoint a General Manager or other management-level employee to serve as the manager of Licensee's Airport operations. Such person must be an outstanding, highly qualified and experienced manager or supervisor of comparable airport advertising operations, vested with full power and authority a) to accept service of all notices provided for herein regarding operation of the Concession, and b) to control the conduct and activities of Licensee's agents, subcontractors, sublicensees and employees. The General Manager shall be located at or near the Airport, where he or she shall generally be available during regular business hours. In the absence of Licensee's General Manager, a responsible subordinate shall be in charge and available. Licensee shall provide the City's Contract Administrator with the current business telephone and

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facsimile numbers and electronic mail address of Licensee's General Manager at all times. Licensee's General Manager shall:

1. Visit with the City's Contract Administrator once every month, or more often if requested;

2. Conduct a monthly walk-through with appropriate Airport staff to inspect or discuss the Advertising Program and Licensee reports;

3. Attend and participate in local business association and community organizations as may pertain to Airport events or causes.

B. **Sales Organization.** Licensee shall maintain a sales organization with the capability to maximize sales at the Airport and with sufficient scope to sell advertising space at the Airport to local, regional, national and international accounts, consistent with the advertising and marketing plans.

9.04 PERSONNEL

A. Licensee shall recruit and provide proper training to ensure the certification and/or licensing of employees in all areas of service as their duties might practically and legally require, supervise, direct and deploy the number of qualified, trained and courteous employees necessary to provide services promptly to all customers in accordance with the service standards of a First-Class concession. All employees shall be informative and helpful. While at the airport all employees must at all times properly display the official Airport identification badge. In the event that the City initiates one or more customer service programs for employees of tenants operating concessions at the Airport, City reserves the right to require Licensee to fully participate (and cause its employees to participate) in such programs and shall pay immediately to the City its share of such costs upon invoice by the City.

B. Licensee shall maintain close supervision over its agents, contractors, sublicensees and employees to ensure the maintenance of a high standard of service and compliance with this Agreement. The satisfactory performance of the obligation hereunder shall be determined at the reasonable discretion of the CEO. Licensee shall take all proper steps to discipline employees who engage in misconduct on or about the Airport, subject to labor contracts, if any, and Applicable Law.

C. All persons employed at the Airport are subject to criminal history background checks, and failure to pass the background checks will disqualify a person from employment at the Airport. Licensee shall cooperate and cause its existing and prospective employees and contractors to cooperate, with the City, FAA, TSA or any other federal or state agency in conducting background checks in accordance with Applicable Law.

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9.05 COMPLIANCE WITH DENVER WAGE LAWS

Licensee will comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. sections. By executing this Agreement, the Licensee expressly acknowledges that the Licensee is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Licensee, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein.

9.06 SECURITY REQUIREMENTS

Licensee shall be responsible for ensuring Personnel, vendor, and Contractor compliance with all security rules, regulations, and procedures including, but not limited to, those issued by the FAA, TSA, and City. The rules, regulations, and procedures of the FAA, TSA, and City regarding security matters may be modified at any time and Licensee covenants to comply with all changes and/or modifications. Additionally, Licensee shall adhere to the procedures and security requirements listed in the Concessions Handbook. At least sixty (60) days prior to the Effective Date, Licensee shall submit to City a Security Plan, in accordance with the Concessions Handbook. Concession may not Open for Business without an approved Security Plan.

9.07 EMPLOYEE PARKING

Nothing in this Agreement shall be deemed to require City to provide parking to Licensee's Personnel. City may provide parking accommodations to Licensee's Personnel in common with employees of other concessionaires and users of DEN, subject to the payment of reasonable charges therefor as may be established from time to time by City. In such event, Licensee's Personnel shall be required to park within the designated areas.

9.08 COMPLAINTS

Licensee must respond to all customer complaints, written or oral, in accordance with the procedures outlined in the Concession Handbook.

9.09 OPERATING PROCEDURES AND STANDARDS

A. **City Requirements.** The occupancy and use by Licensee of the Assigned Locations and the privileges herein conferred upon Licensee shall be conditioned upon and subject to DEN's Rules and Regulations, and Operational Directives as are now or may hereafter be prescribed by City through the lawful exercise of its powers. Licensee covenants to operate the Concession in accordance with the Concessions Handbook.

B. **Sustainability.** City is committed to incorporating sustainable practices into all aspects of DEN operations. Licensee shall operate in a manner consistent with

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DEN's Sustainability Policy and participate in the sustainability programs outlined in the Concessions Handbook, at its own cost and expense, including but not limited to energy programs and waste reduction programs such as composting and recycling.

C. Licensee's Standards. Subject to licensor or franchisor agreements, Licensee shall submit to City a copy of its standards, plans, and manuals for customer service and operation, according to the procedures stated in the Concessions Handbook. Licensee shall ensure continuous adherence to Licensee's own standards, in addition to other standards as set forth herein.

9.10 CLEANING AND ROUTINE MAINTENANCE

A. General Obligations. Licensee shall ensure that all Advertising Displays and other assets are maintained and operated in a First-Class manner and that the Assigned Locations are kept in a safe, clean, orderly and inviting condition at all times in a manner satisfactory to City. To comply with these requirements, Licensee must regularly review or cause to be reviewed the Assigned Locations, its operations at DEN, and the maintenance obligations in the Concessions Handbook.

B. Preventive and Routine Cleaning and Maintenance Obligation. Licensee shall be responsible for preventive and routine cleaning and maintenance of all assets at the Assigned Locations, whether built by Licensee or City, from the Date of Possession through the expiration of the Term and any Holdover period. Licensee shall establish a preventive and routine cleaning and maintenance program for the advertising assets. The provisions of the program shall be subject to the initial written approval of and periodic review by City. Upon request by City, Licensee shall provide City a written schedule of Licensee's cleaning and maintenance program.

C. Routine Refurbishment. Each Contract Year representatives of City and Licensee shall follow the procedures outlined in the Concessions Handbook for Routine Refurbishment. If Licensee and City cannot jointly agree upon the type and extent of Routine Refurbishment, City may determine, in its sole discretion, the Routine Refurbishment required for that Contract Year.

D. Maintenance Personnel and Program. Licensee covenants to employ or contract with sufficient personnel to provide necessary equipment to keep Assigned Locations all Advertising Assets in good working order and condition at all times pursuant to the maintenance requirements of this Agreement.

E. City Sole Judge of Maintenance. City shall be the sole and absolute judge of the quality of Licensee's maintenance of the Assigned Locations. City or its representative may at any time, without notice, enter the Assigned Locations to determine if maintenance satisfactory to City is being performed. Performance by Licensee of maintenance pursuant to a written maintenance plan previously approved by City shall be conclusive evidence of satisfactory maintenance unless

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City determines that there is a present danger or safety hazard. If City determines that maintenance is not satisfactory, City shall notify Licensee in writing. Licensee will perform the required maintenance, to City's satisfaction, and so notify the City within the time frame stated in the Concessions Handbook, or else the City or its representative shall have the right to enter upon the Assigned Locations and perform the maintenance. However, where unsatisfactory maintenance threatens the safety, health, or welfare of the traveling public and/or DEN's facilities, Licensee shall immediately perform the maintenance. Where City or its representative performs maintenance, Licensee agrees to reimburse City for the cost thereof, plus an administrative fee, the amount of which will be in accordance with the Concessions Handbook.

F. **Emergency Repairs.** In the event of an emergency repair is required, Licensee shall notify City of the repair situation as soon as possible. Following such notice, City may inspect the repair work and require alterations if the repair is not satisfactory to City. In the event of an after-hours emergency repair, Licensee agrees City shall have the right to enter any affected portion of the Assigned Locations and perform the emergency repair. Licensee covenants to pay to City the costs associated with any after-hours emergency repair. All emergency repairs requiring shutdown of any DEN system or utility require prior written approval of City. If any emergency repair affects other tenants at DEN, City may, at in its sole discretion, fix the problem immediately and invoice Licensee. Licensee covenants to pay to City any proportional costs of emergency repairs completed by City, which Licensee may have contributed to the cause of the incident.

9.11 PAGING, AUDIO, VIDEO SYSTEMS, AND FREQUENCY PROTECTION

If Licensee installs, in accordance with applicable Concessions Handbook procedures and only after City's approval, any type of radio transceiver, beacon technology, or other wireless equipment, Licensee will provide frequency protection in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating near Licensee's equipment. If frequency interference occurs because of Licensee's installation, City reserves the right to shut down Licensee's installation until appropriate remedies to the frequency interference are made by Licensee. Remedies may include relocation of Licensee's equipment to another site. The cost to remedy the frequency interference will be solely at Licensee's expense. Licensee acknowledges and accepts that any paging, audio, or communications systems installed by Licensee may be used by City to announce any notification or emergency at DEN. City shall not be liable to Licensee for any such use of the paging or audio systems installed by Licensee.

9.12 SUBMITTALS

City shall have the right at any time to require reports, plans, and any other submittals required under this Article IX be delivered electronically using technology and procedures designated by City in the Concessions Handbook. If City instructs Licensee to deliver any submittals required hereunder by computer, e-mail, internet website, or transmission, City shall not be obligated to furnish Licensee with the equipment or systems necessary to do so.

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9.13 PROHIBITED ACTS

Licensee is prohibited from performing any prohibited acts listed in the Concessions Handbook. Additionally, Licensee will not engage in any activity prohibited by DEN's Rules and Regulations and Operating Directives, including as they may be modified. In the event Licensee fails to adhere to DEN's Rules and Regulations and Operating Directives or fails to prevent any other of the prohibited acts set forth in this Section, City may collect liquidated damages as set forth in Article XI until such prohibited act is ended. Moreover, if the prohibited act is not corrected as directed by City, City or its representative shall have the right to enter the Assigned Locations and take corrective action, and Licensee agrees to promptly reimburse City for any related costs, and an administrative fee equal calculated as a percent of the corrective action costs, calculated as stated in the Concessions Handbook.

ARTICLE X:
COMMON MAINTENANCE UTILITIES AND REPAIRS

10.01 COMMON MAINTENANCE SERVICES AND UTILITY OBLIGATIONS

A. City shall provide structural maintenance of DEN and, except as provided below, maintain and repair the exterior windows and walls of the Assigned Locations in DEN. However, maintenance of all interior and exterior walls constructed or remodeled by Licensee shall be Licensee's responsibility.

B. Licensee covenants to comply with all present and future laws, orders, and regulations, including any rules, regulations, and procedures promulgated by City regarding City provided maintenance within DEN. If any system for City provided maintenance is put in place that can allocate to Licensee its proportional share of the cost, Licensee must pay its proportional share of the actual costs for City provided maintenance.

C. City provides utility mains and lines throughout DEN. Licensee, at its sole cost, shall tie into the utility mains and lines at the locations as specified by City. Supplemental heated or cooled air, electrical or other utilities required by Licensee in excess of what is customarily available in DEN will be, if approved by City, at the expense of Licensee.

D. City may, at City's sole discretion, maintain the utilities within the Assigned Locations and in doing so shall be permitted to enter upon the Assigned Locations at all times to make any repairs, replacements and alterations when and as may, in the opinion of City, be deemed necessary. Furthermore, Licensee will permit City or its representatives access to construct or install over, on, in, or under the Assigned Locations, new systems, pipes, lines, mains, wires, conduits, ducts and equipment; provided, however, that City shall exercise such right in a manner that minimizes interference with Licensee's operations. Moreover, during an emergency, City, or its agents, may enter the Assigned Locations forcibly, if necessary.

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E. Licensee understands, accepts, and agrees that City shall not be liable for Licensee's loss for failure to supply any utility services. City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations, or improvements or whenever by reason of strikes, lockouts, riots, acts of God, or any other happenings beyond the control of City and causes City to be unable to furnish such utility services. City shall not be liable for damages to persons or property for any such discontinuance due to causes beyond the control of City, nor shall such discontinuance in any way be construed as cause for abatement of Compensation or operate to release Licensee from any of its obligations hereunder. Provided however, in the event of any discontinuance effecting any Assigned Location for five (5) or more complete and consecutive days, then Licensee may seek to have the MAG allocated for any such Assigned Location to be equitably abated for the period commencing on the 6th day following the date that any such Assigned Location is without utility service until the date the utility service is restored by providing the CEO and/or EVP with information sufficient to show the pro rata loss attributable to such loss of utility service.

F. City owns and maintains DEN's cabling infrastructure supporting telephone and data transmission generated within, to and from the Assigned Locations (hereinafter referred to as "**Data Network Distribution System**"). Licensee may use City's Data Network Distribution System for voice and data connectivity. Licensee is required to pay City, or pay a competitive local exchange carrier, for dial tone or internet access for its telephone services and communication systems. City will provide annual maintenance and any needed repairs for the fiber optic cable within the Data Network Distribution System. Relocation of the fiber cable or additional strands of fiber cable will be at Licensee's expense. If Licensee installs Electronic Visual Information Display systems ("**EVIDS**"), Licensee will be required to use City's Data Network Distribution System. Installation and ongoing maintenance of EVIDS will be at Licensee's expense and, at Licensee's discretion, may be performed by City or an outside vendor approved by City, subject to a Tenant Work Permit.

10.02 CITY'S PERFORMANCE OF COMMON MAINTENANCE SERVICES

Licensee agrees that City shall not be liable for Licensee's loss for failure to supply any Common Maintenance Services. City reserves the right to temporarily discontinue any Common Maintenance Services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations, or improvements or whenever by reason of strikes, lockouts, riots, acts of God, or any other happenings beyond the control of City and causes City to be unable to furnish such services. City shall not be liable for damages to persons or property for any such discontinuance due to causes beyond the control of City, nor shall such discontinuance in any way be construed as cause for abatement of Compensation or operate to release Licensee from any of its obligations hereunder, except as otherwise provided in this Article X.

ARTICLE XI:
FAILURE TO COMPLY WITH PERFORMANCE/OPERATING STANDARDS

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11.01 LIQUIDATED DAMAGES

A. **Violations.** Licensee acknowledges City's objective to provide the public and air travelers with the level and quality of service as described herein, and that Licensee's failure to meet these standards will result in financial loss to City. Licensee also acknowledges it can be difficult to measure the harm suffered by the City when these standards are not met or when Licensee violates certain provisions of this Agreement, the Concessions Handbook and/or DEN's Rules and Regulations. Accordingly, the Parties have agreed upon a series of liquidated damages, as set forth in the table below, that the City may assess for certain breaches or violations. Licensee and City agree that the damages set forth herein are reasonable estimates of the significant but difficult to predict harm to the City, and Licensee further agrees to pay to City such liquidated damages in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation, upon written demand by City. Licensee further acknowledges that the liquidated damages are not exclusive remedies, and City may therefore pursue other remedies as allowed for in this Agreement and/or as may be available at law, in City's sole discretion and option. City's waiver of any payment provided for in this Section shall not be construed as a waiver of the violation or Licensee's obligation to remedy the violation. Further, City's assessment of liquidated damages for past violations does not preclude City from opting for and pursuing other available remedies for future violations.

B. **Payment.** Payment of liquidated damages will be due within fifteen (15) days from the date of invoice.

C. **Table.** The following table lists the liquidated damages assessable under this Agreement. References to Sections are for convenience only. Any discrepancy in such reference does not affect the validity or enforceability of said damages.

LIQUIDATED DAMAGES*		
Types of Infractions	**Section**	**Liquidated Damages**
Deficient Goods or Services	Contract § 9.02; Handbook § 13.10	If not cured within seven-day cure period, then $100 per day dating back to the date of Notice, for each day until corrected.
Prohibited Acts	Contract § 9.13; Handbook § 14.43	$100 per day until corrected.
Security Infraction	Contract § 9.06; Handbook § 14.29	$500 per occurrence for violations not otherwise addressed in TSA or DEN's Rules and Regulations.
Failure to Provide Information for Capital Investment	Contract § 4.02(C)	$100 per day until corrected.
Late Daily Gross Revenue	Handbook § 12.03	$100 per day until corrected.

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Late Monthly Concession Report	Handbook § 12.03	$100 per day until corrected.
Late Annual Report	Handbook § 12.03	$350 per day until corrected.
Offering Goods or Services Not Permitted	Handbook § 13.02	$100 per day until ceased.
Failure to Address City Objections for Unprofessional Personnel	Handbook § 13.14	$100 per day until cured.
Failure to Provide Records for Financial Audit	Handbook § 15.01	$100 per day until provided.
Failure of Performance Audit	Handbook § 15.02	$100 per day after cure time until corrected.
Violation of Handbook Not Otherwise Specified	Handbook § 15.08	First Violation: $100 per day; if a cure period applies but violation is not cured within allowed time, then LDs will be calculated from date of violation, and continue until corrected. Second Violation: $150 per day until corrected. Third Violation: $200 per day until corrected.
Failure to Meet Design and Construction Deadline	Contract § 5.07(D)	$350 per day until advertising displays are functional.
Violation of Sustainability program requirements	Handbook § 13.06	$100 per day until cured.

*Liquidated Damages are subject to escalation of damages for continued violations. Such liquidated damages may increase by a multiple of two (x2) after ten (10) days of uncured violations, and thereafter increase by an additional multiple every ten (10) days until corrected (e.g. x3 after 20 days, etc.). However, in no event will liquidated damages escalate higher than a multiple of five (x5).

D. If any or all of the provisions of this Article XI are found to be unenforceable, any affected violation shall then be immediately covered by Article XVI, and City shall have a right to all remedies available at law.

ARTICLE XII:
NON-DISCRIMINATION, SMALL BUSINESS, AND FEDERAL AID REQUIREMENTS

12.01 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under the Agreement, the Licensee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression,

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marital status, source of income, military status, protective hairstyle, or disability. The Licensee shall insert the foregoing provision in all subcontracts.

12.02 CITY'S ACDBE POLICY

A. As a condition of eligibility for financial assistance from the FAA, DEN developed and implemented an ACDBE Policy and Program. The ACDBE Program was developed and implemented in accordance with the Department of Transportation ("**DOT**")'s Final Rule 49 Code of Federal Regulations Part 23. DEN's Director of the Airport Commerce Hub ("**Director**," as used in this Article XII only) has been delegated as the ACDBE Liaison Officer for DEN. In that capacity, the Director is responsible for compliance with all aspects of the ACDBE program. The Director has established ACDBE goals for DEN and may also establish ACDBE concession specific goals as a percentage of annual purchase of goods and services for this Agreement. The applicable concession-specific ACDBE goal, if any, is stated in the Summary of Contract Provisions of this Agreement. The stated goal was included in a competitive solicitation process in which Concessionaire was recommended to operate in the Premises. During that process, Concessionaire submitted its required **Exhibit J** ("**ACDBE Commitment Form**") to meet the ACDBE goal. The Director found the required **Exhibit J** to be responsive and, thus, required **Exhibit J** to be attached to this Agreement. If its actions or failure to act violates its ACDBE responsibilities under this Agreement or the ACDBE regulations of the DOT as they may be adopted or amended from time to time, such actions shall constitute a material breach by Concessionaire of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

B. In October 2025, the DOT issued an interim final rule (the "**IFR**") which made changes to the requirements for firms to become certified ACDBE firms. Because of the IFR, on the Effective Date, the City is unable to establish a concession specific ACDBE goal at this time. However, the City expects to reestablish a certified pool of ACDBE firms during the Term of this Agreement. As such, and notwithstanding the goal established in Section 12.02.A, the City reserves the right to establish a new ACDBE goal during the term of this Agreement. If the City exercises that right, the new goal will be set at a level not to exceed 2%, although the Concessionaire can agree to a goal greater than this not-to-exceed amount.

C. **Exhibit J** will become an enforceable part of this Agreement in the event the City exercises its right to establish a new ACDBE goal as set forth in Section 12.02.B. If Licensee's actions or failure to act violates its ACDBE responsibilities under its Agreement or the ACDBE regulations of the DOT or FAA as they may be adopted or amended from time to time, such actions shall constitute a material breach by Licensee of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

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12.03 ACDBE PARTICIPATION AND COMPLIANCE

A. The provisions of this Section 12.03 will apply in the event the City exercises its right to establish a new ACDBE goal for this Agreement as allowed in Section 12.02.B.

B. **ACDBE Goal.** Concessionaire agrees that it will provide for a level of ACDBE participation in this Agreement equal to or greater than the percent of the total annual gross receipts for goods and/or services purchased from businesses certified as ACDBE's Gross Revenue stated on the Summary of Contract Provisions or clearly demonstrate in a manner acceptable to City its good faith efforts to do so. Concessionaire will contract with the ACDBEs identified in **Exhibit J** presented with Concessionaire's Proposal and approved by City, or such other ACDBEs certified with DEN as may be approved by City. Concessionaire is required to make good faith efforts to explore all available options to meet the goal to the maximum extent practicable.

C. **ACDBE Termination and Substitution.** Licensee will not terminate an ACDBE for convenience without City's prior written consent. If an ACDBE is terminated by Licensee with City's consent or, if an ACDBE fails to complete its work on this Agreement for any reason, Licensee must make good faith efforts to replace such ACDBE in accordance with the procedures described in the Concessions Handbook and according to the CFR.

D. **Reporting Requirements.** Licensee shall submit to the Director regular ACDBE Utilization Reports, in accordance with the procedures described in the Concessions Handbook. Licensee further agrees to submit any other report(s) or information that City is required by law or regulation to obtain from Licensee, or which the Director may request relating to Licensee's operations.

E. **Monitoring.** The Director will monitor the compliance and good faith efforts of Licensee in meeting the requirements of this Article. Licensee covenants to grant the Director access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Licensee and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Licensee will maintain for a minimum of three (3) years following the termination of this Agreement. Licensee covenants to grant the Director access to the Assigned Locations under this agreement for purposes of such monitoring. The extent of ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Agreement, City reserves the right to review and approve all sub-leases or subcontracts utilized by Licensee for the achievement of these goals.

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F. **Other Requirements.** Licensee agrees to comply with Federal, State, and Local Disadvantage Business Programs as fully set forth in **Exhibit J**. Licensee's failure to comply with Federal, State, and Local Disadvantage Business Programs shall constitute a material breach by Licensee of this Agreement and, in addition all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

G. **Non-Compliance.** In the event of Licensee's non-compliance with the ACDBE Program or failure to either meet the ACDBE goal set forth in Section 1.01 or to demonstrate a good faith effort to do so, City may, in addition to pursuing any other available legal remedy, terminate, suspend or cancel this Agreement in whole or in part; and/or suspend or debar Licensee from eligibility to contract with City in the future or to receive bid packages or request for proposal packages or other solicitations, unless Licensee demonstrates, within a reasonable time as determined by City, its compliance with the terms of the ACDBE Program or this Article or its good faith efforts to comply.

12.04 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE ("MWBE") REQUIREMENTS

A. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. The Licensee's Goal Commitment to MWBE participation for the design associated with any Approved Project under this Agreement ("**Design Goal**") will be determined at a later date, subject to the good faith obligation for Licensee to coordinate with the Division of Small Business Opportunity ("**DSBO**") to establish a Design Goal through a Commitment to MWBE Participation Form submitted by the Licensee.

1. Upon completion and approval of the design by the City and as a condition of receiving a City-issued construction Notice to Proceed, Licensee shall work with the City, including DSBO, to obtain Licensee's DSBO Program Goal for the construction work associated with the Project ("**Construction Goal**"). Should a DSBO Program Goal be applicable to the construction portion of the Project, Licensee will be required to demonstrate their Goal Commitment to MWBE participation via the required DSBO forms. That construction Goal Commitment shall be enforceable by the City as if set forth herein, and the provisions of this Section 12.04 shall apply equally to the design Goal Commitment and the construction Goal Commitment. The Licensee shall contact DSBO at goals@denvergov.org with a copy to DSBO@flydenver.com for further instructions.

B. Under § 28-68, D.R.M.C., the Licensee has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing

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on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Licensee acknowledges that:

1. If directed by DSBO, the Licensee is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Licensee must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

2. If change orders or any other contract modifications are issued under the Agreement, the Licensee shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

3. If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Agreement, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.

4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project sub-contractors/sub-consultants are subject to the original overall contract requirement. The Licensee shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Licensee must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Licensee shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

5. If applicable, for contracts of one million dollars ($1,000,000.00) and over, the Licensee is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors /subconsultants shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor/subconsultant's invoice.

6. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

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7. Failure to comply with these provisions may subject the Licensee to sanctions set forth in § 28-76 of the MWBE Ordinance.

8. Should any questions arise regarding specific circumstances, the Licensee should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

12.05 FAIR LABOR STANDARDS ACT

This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("**FLSA**"), with the same force and effect as if given in full text. The FLSA sets federal minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Licensee agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Licensee has full responsibility to monitor compliance to the referenced regulation. Licensee must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.06 OCCUPATIONAL SAFETY AND HEALTH ACT

This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Licensee retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Licensee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE XIII:
LICENSEE'S OBLIGATIONS

13.01 ADVERTISING PROGRAM

Licensee shall implement and manage an Advertising Program at the Assigned Locations specified in **Exhibits A** and **A-1**. As part of the Transition and Mobilization Plan, **Exhibit B**, Licensee shall set forth its Advertising Program by identifying the types of Advertising Displays at each Assigned Location, the target markets and advertisers, and any proposed changes, additions, or deletions to the Assigned Locations and Advertising Displays. Either party may propose a change to the Advertising Program at any time by written notice to the other party. Upon approval by the City, a revised Advertising Program shall be incorporated into this Agreement, and Licensee shall implement and manage the Advertising Program, as revised.

13.02 ADVERTISING CONTRACTS

A. Licensee must enter into a written Advertising Contract with each person/entity seeking to advertise in the Airport under this Agreement. An Advertising Contract is expressly subordinate to and subject to the terms and conditions of this

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Agreement, and its effectiveness is contingent upon the City's approval. If, at the expiration date of this Agreement, the Licensee fails to secure a new advertising concession agreement with the City, any Advertising Contract that is set to expire after the expiration date of this Agreement will expire on the expiration date of this Agreement, unless otherwise expressly agreed by the City in writing. Each Advertising Contract shall include the following:

1. Name, address and phone number of the Advertiser and, if applicable, the advertising agency;

2. Commencement date and termination date for the display of each advertisement;

3. Whether the contract is new or a renewal;

4. Number of displays and their respective locations, media types and sizes;

5. All amounts to be paid for each advertising display, whether such amounts are one-time, weekly, monthly, quarterly, or annually;

6. The amount and payee of any agency sales commission;

7. Any other charges paid or payable by the Advertiser or its agency, such as deposits, charges for telephone lines, fabrication, design, layout, printing, installation, maintenance, etc. (unless separately stated in a Print Production Contract);

8. Installation cost and capital cost of each Advertising Display (unless separately stated in an Installation Contract;

9. Maintenance charges (if separately stated);

10. For Temporary Floor Exhibits, a sketch, photograph or model of the proposed advertising display in sufficient detail that the City can determine the size and style of the proposed advertising display in its proposed location. In the event of rejection of any or all of the proposed display advertising program design plans, Licensee may amend and resubmit design plans.

B. Licensee shall review and approve each proposed Advertising Contract in accordance with the Guidelines for Signage and Advertising on Airport Property and provide to the City's Contract Administrator upon request.

13.03 FURNISH AND INSTALL ADVERTISING DISPLAYS

Licensee shall install new advertising material within five (5) days of receipt, or on the date specified in the Advertising Contract; coordinate and oversee any specialty installations, as needed; and photograph and maintain documentation of all new hardware or Advertiser art installations.

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13.04 CONTINUOUS OPERATION

A. Licensee shall continuously operate the Concession throughout the Term of this Agreement. The failure of Licensee to continuously operate the Adverting Program, or any part thereof, for any period of time, except as may otherwise be permitted under this Agreement, shall constitute a Licensee Default. Licensee shall be temporarily excused from complying with this covenant as necessary during the renovation or remodeling of Assigned Locations, as otherwise may be permitted under this Agreement, and as approved in writing by the CEO. The failure to comply with this covenant of continuous operation shall not be excused or waived by reason of Licensee's failure to realize or achieve targeted revenue forecasts or goals for any period of time during the Term.

B. Licensee shall exercise good faith efforts and sound business practices to keep all Advertising Displays and Assigned Locations filled with revenue-producing advertising.

C. Licensee shall keep all public service messages and fillers fresh and current and shall replace them if requested by the CEO.

13.05 OPERATIONAL STANDARDS

Licensee's employees, sublicensees and agents shall not engage in "high pressure" sales tactics (such as "hawking" or "haggling") or unfair or deceptive trade practices in the operation of the concession or sublicense. Licensee is strictly prohibited from engaging in any and all activities outside the Assigned Locations within the Airport for the recruitment or solicitation of business. Additionally, Licensee's employees, sublicensees and agents shall not engage in solicitation for or in connection with any services offered on or about DEN by Licensee or any other party. Licensee shall not conduct a public or private auction, fire sale, going out of business, bankruptcy or similar types of sales in or from the Assigned Locations, unless otherwise approved by the CEO's authorized representative. The Assigned Locations shall be used only in a dignified and ethical manner, consistent with the general high standards of other First-Class concessions operating at DEN.

ARTICLE XIV:
RECOVERY OF CITY EXPENSE TO FULFILL LICENSEE'S OBLIGATIONS

14.01 REIMBURSEMENT OF CITY EXPENSE

If the City has paid any sum or sums or has incurred any obligations or expense for which the Licensee has agreed to pay or reimburse the City, or if the City is required or elects to pay any sum or sums or insure any obligations or expense (a) by reason of failure, neglect, or refusal of the Licensee to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Agreement beyond any applicable notice or cure period; or (b) as a result of an act of omission of the Licensee contrary to the conditions, covenants, and agreements contained in this Agreement for which City has provided Licensee written notice and an opportunity to cure as provided herein, then, within seven (7) business days after written notice thereof by the City,

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the Licensee agrees to pay to the City the sum or sums so paid or the expenses so incurred, including all interest, costs, damages, and penalties, plus a twenty percent (20%) administrative fee, and each and every part of the same shall be and become Additional Rent, recoverable by the City to the fullest extent of the law.

14.02 RECOVERY OF CITY EXPENSE

For all purposes under this Section, and in any suit, action, or proceeding of any kind between the Parties hereto, any receipt showing the payment of any sum or sums by the City for any work done or material furnished shall be evidence against the Licensee that the amount of such payment was necessary and reasonable. In the event the City brings suit to collect any delinquent payments due it by the Licensee, the City shall be entitled to recover all court costs and its reasonable attorney fees. Should the City elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Licensee with the cost of same, any timesheet of any employee of the City showing hour of labor or work allocated to any such repair, replacement, and/or alteration, or any stock requisition of the City showing the issuance of materials for use in the performance thereof, shall be evidence against the Licensee that the amount of such charge was necessary and reasonable.

ARTICLE XV:
DISCLAIMER OF LIENS

15.01 LIENS

A. The interest of City in the Assigned Locations will not be subject to liens for any work, labor, materials, or improvements made by or for Licensee to the Assigned Locations, whether or not the same is made or done in accordance with an agreement between City and Licensee. It is specifically understood and agreed by Licensee that in no event will City or the interest of City in the Assigned Locations be liable for or subject to any mechanic's, laborer's or materialmen's liens for materials furnished, improvements, labor or work made by or for Licensee to the Assigned Locations. Licensee is specifically prohibited from pledging, liening, or otherwise encumbering any assets located at DEN or any interest in this Agreement without prior, written approval by City. Licensee is specifically prohibited from subjecting City's interest in the Assigned Locations to any mechanic's, materialmen's, or laborers' liens for improvements made by or for Licensee or for any materials, improvements or work for which Licensee is responsible for payment. Licensee will indemnify, defend, and hold City harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Assigned Locations or City, including attorney fees incurred by City. Licensee will provide notice of this disclaimer of liens to all contractors or subcontractors providing any materials or making any improvements to the Assigned Locations.

B. In the event any construction, mechanic's, laborer's, materialmen's or other lien, or notice of lien is filed against any portion of the Assigned Locations for any work, labor or materials furnished to the Assigned Locations, whether or not the same is made or done in accordance with an agreement between City and Licensee,

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Licensee will cause any such lien to be discharged of record within thirty (30) days after notice of filing thereof by payment bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to City, security satisfactory to City to secure payment of such lien, if requested by City, while Licensee contests to conclusion the claim giving rise to such lien.

ARTICLE XVI:
TERMINATION RIGHTS

16.01 TERMINATION FOR CAUSE

A. Subject to any cure period(s) set forth in this Agreement, City may terminate this Agreement for cause due to the actions or inactions of the Licensee upon fifteen (15) business days written notice to Licensee. In doing so, City will not be deemed to have thereby accepted a surrender of the Assigned Locations, and Licensee will remain liable for all payments or other sums due under this Agreement up to and including the date of termination, and for all damages suffered by City because of Licensee's breach of any of the covenants of this Agreement including, but not limited to, all cost of relicensing, reasonable attorney's fees, repairs, and improvements. Cause for termination includes, but are not limited to the following:

1. The failure or omission by Licensee to perform any material obligations under this Agreement or the material breach of any terms, conditions, and covenants required herein.

2. The failure to pay, in full, to City within five (5) business days of when due any fees, costs, expenses damages, or other charges applicable hereunder except where such failure is cured within ten (10) business days after written notice by City of Licensee's failure to pay.

3. Licensee's material breach under any other agreement with City at DEN that is not cured within any applicable cure period set forth therein.

4. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Licensee's assets.

5. The divestiture of Licensee's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.

6. The insolvency of Licensee; or if Licensee will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Licensee of a voluntary petition of bankruptcy or the institution of proceedings against Licensee for the adjudication of Licensee as bankrupt pursuant thereto.

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7. Licensee's cancellation or other expiration of the Surety without City's prior written consent, and not reestablished promptly after written notice by City.

8. An assignment, sublicense, or transfer of Licensee's interest under this Agreement by reason of death, operation of law, assignment, sublease, sale in bulk of any of its assets, or otherwise to any other person or business entity other than in compliance with the provisions of this Agreement.

9. If Licensee abandons, deserts, vacates, or ceases operations under this Agreement for five (5) consecutive business days, unless undergoing repairs or renovations first approved by City.

10. Licensee's failure to maintain any type of insurance or level of insurance coverage required hereunder (and in the event Licensee has failed to remedy such failure within ten (10) business days after notice thereof from City, City may affect such coverage and recover the cost thereof immediately from the Surety or from Licensee.)

11. Any lien or attachment to be filed against the Assigned Locations, DEN, or other City property because of any act or omission of Licensee, and such lien or attachment is not discharged or contested by Licensee in good faith by proper legal proceedings within fifteen (15) business days after receipt of notice thereof by Licensee.

12. Licensee use, permission to use, or failure to prevent use of any portion of DEN made available to Licensee for its use under this Agreement for any illegal purpose.

13. Licensee's license or franchise agreement related to the Concession it is authorized to operate at DEN is terminated, expires, or is amended so that compliance with the amended provisions will cause Licensee to be in breach of its obligations under this Agreement.

14. Licensee's failure to pay any fees or charges required hereunder after the expiration of the ten (10) business day cure period as proscribed hereunder.

15. The conduct of any business or performance of any acts at DEN not specifically authorized in this Agreement or by any other agreement between City and Licensee, and Licensee's failure to discontinue that business or those acts within thirty (30) business days of receipt by Licensee of City's written notice to cease said business or acts.

16. Any other breach of this Agreement by Licensee that is not cured within thirty days of receipt by Licensee of City's written notice.

B. Nothing in this Section shall be construed to grant a right to Licensee to cure a material breach, which by its nature is not capable of being cured. City reserves the

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right, in its sole discretion, to treat each Assigned Location individually for the purpose of declaring a material breach and terminating this Agreement for Cause.

16.02 CITY'S REMEDIES IN LIEU OF TERMINATION

In the event of any of the foregoing events listed in Section 16.01, and following fifteen (15) business days' notice by City and Licensee's failure to remedy, City, at its election, may in lieu of termination for cause exercise any one or more of the following remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law. Unless the cause for termination, as stated in such notice, is by its nature curable and shall have been cured within such fifteen (15) business days. City Remedies are as follows:

A. Allow this Agreement to continue in full force and effect and enforce City's right to collect Compensation as it becomes due together with past due interest and draw upon the Surety in any amount necessary to satisfy the damages sustained or reasonably expected from Licensee's material breach; and/or

B. Treat this Agreement as remaining in existence, and take possession of the Assigned Locations and expel Licensee and those claiming through or under Licensee and remove the effects of as may be necessary with or without process of law, without liability for trespass, using such force as may be necessary, and without prejudice to any remedies for damages or breach. No such repossession shall be construed as an election on City's part to terminate this Agreement. City reserves the right to terminate the Agreement at any time after repossession. Following repossession, City may relicense the Assigned Locations, and make alterations, repairs or improvements as City deems appropriate for relicensing. City shall not be responsible for any failure to relicense the Assigned Locations or any failure to collect compensation due for such relicensing. City shall not be liable to Licensee for any claim for damages resulting from remedial action by City. Licensee shall continue to be liable for all amounts due as under this Agreement on the dates specified plus interest thereon at the Past Due Interest Rate together with such amounts as would be payable, including costs, attorney's fees, repairs, and improvements.

C. No delay, failure, or omission of City to repossess the Assigned Locations or to exercise any right, power, privilege, or option arising from any material breach nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such breach or relinquishment, or acquiescence of the Assigned Locations. No option, right, power, remedy, or privilege of City will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed each and all of the rights, powers, options, or remedies given to City by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by City will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. In the event City terminates this Agreement or

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reclaims the Assigned Locations, City has no liability to Licensee for any Unamortized Investment or any other costs or expenses incurred by Licensee.

ARTICLE XVII:
INDEMNIFICATION

17.01 DEFENSE AND INDEMNIFICATION

A. Licensee hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("**Claims**"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Licensee or its sub-contractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City; provided however that City agrees that the Defense and Indemnification Provisions shall not apply to City provided messaging or content or City sponsored events at the Airport.

B. Licensee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Licensee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Licensee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

ARTICLE XVIII:
INSURANCE

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18.01 INSURANCE REQUIREMENTS

A. Licensee shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit I** ("**Insurance Requirements**") during the entire Term of this Agreement, including any holdover periods, extensions of the Agreement, or other extended period stipulations stated in **Exhibit I**. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Licensee shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Licensee from liabilities arising out of the performance of the terms and conditions of this Agreement by Licensee, its agents, representatives, employees, or subcontractors. Licensee shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Licensee is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Licensee; (ii) damage, theft, or destruction of Licensee's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

F. City reserves the right to modify any Insurance Requirements stated herein. The Parties agree to modify **Exhibit I** by written notice executed by DEN to reflect any such modifications, without need for formal amendment to this Agreement.

ARTICLE XIX:
SURETY FOR PERFORMANCE

19.01 FORM OF SURETY

A. To secure payment for compensation, fees, charges and other payments required hereunder, Licensee will post with City a Surety in the form specified in and the amount calculated in accordance with the Concessions Handbook. The Surety will

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be maintained throughout the Term of this Agreement and any holdover or extension until released by City in accordance with Section 19.04. The Surety will be issued by a bank or surety provider acceptable to City and authorized to do business in the State of Colorado. The Surety may be issued for a one (1) year period, provided however, Licensee covenants and agrees that evidence of renewal or replacement of the Surety must be submitted annually by Licensee to City, without prompt, at least sixty (60) days prior to the expiration date of the instrument. The Surety shall contain language that the issuing financial institution shall notify City in writing within forty-five (45) days of a determination that the Surety is to be terminated and or is not going to be renewed.

B. Notwithstanding any provision herein to the contrary, if at any time City deems the amount of Surety insufficient to properly protect City from loss hereunder because Licensee is or has been in arrears with respect to such monetary obligations or because Licensee has, in the opinion of City, violated other terms of this Agreement, Licensee covenants that after receiving notice, it will increase the Surety to the amount required by City, provided however, the percentage increase shall not exceed five percent (5%) of the annual percentage increase that has occurred with respect to Licensee's compensation, fees, and charges.

C. Licensee shall furnish the Surety at least thirty (30) days prior to the Effective Date as security for the full performance of every provision of this Agreement by Licensee. Failure to maintain the Surety as set forth herein shall be a material breach of this Agreement.

19.02 APPLICATION OF SURETY

In the event Licensee fails to perform the payment terms and conditions of this Agreement, City, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Surety or any part thereof toward the payment of Licensee's obligations under this Agreement. Prior to exercising its right to apply the Surety to any outstanding payments owed to the City by Licensee, the City shall provide Licensee with written notice (the "**Surety Notice**") of the City's intent to apply the Surety to such outstanding payments. Licensee shall have five (5) Business Days from its receipt of the Surety Notice to make payment to the City of all outstanding amounts identified in the Surety Notice. If the City does not receive payment within that five (5) Business Day cure period, the City shall proceed to apply the Surety to such outstanding amounts owed to the City. Further, in such an event that the City applies the Surety to the outstanding balance, then within thirty (30) days after application, Licensee will restore the Surety to its original amount. City will not be required to pay Licensee any interest on the Surety. Licensee understands and agrees that failure to maintain or replenish the Surety shall constitute a material breach of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

19.03 UNCONDITIONAL GUARANTEE

In addition to the foregoing requirements, if in the sole discretion of the CEO it is determined that the Performance Surety is insufficient to properly protect the City from loss

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hereunder, Licensee agrees that upon execution of this Agreement, it shall deliver from a guarantor acceptable to the City, in a form acceptable to the City, an absolute unconditional irrevocable corporate or personal guaranty of payment and full performance and observance by Licensee of all covenants and conditions contained in the Agreement and all obligations, indebtedness and liabilities of Licensee. Such guaranty shall be given to the City by interested parties acceptable to the City substantially in the form attached hereto as **Exhibit K**, Absolute Unconditional Guaranty. Such guaranty shall apply to any defaults under this Agreement, whether inchoate or matured, occurring, accruing, or with the passage of time would have occurred or accrued on or before the expiration of the Term (or any extended term) of this Agreement. Upon the occurrence of a money default, the City reserves the right, in addition to all of its other rights as stated herein, to immediately invoice and draw on the corporate guaranty, based on the City's estimate of what is due. Any such partial draw against the corporate guaranty by the City shall not release the guarantors from their continuing obligation of guaranteeing to the City payment and full performance of all obligations, indebtedness and liabilities of Licensee. Licensee acknowledges that the City may proceed upon the guarantor of any personal or corporate guaranty attached hereto without proceeding against Licensee, without proceeding against or exhausting any security now or hereafter held by City for the obligations hereby guaranteed, and without pursuing any other right or remedy available to City whatsoever.

19.04 RELEASE OF SURETY

The release of the Surety will be subject to the satisfactory performance by Licensee of all terms, conditions, and covenants contained herein. Licensee acknowledges and agrees release of the Surety shall be in accordance with the procedures identified in the Concessions Handbook. In the event of a dispute between the Parties, only the amount in dispute will be retained for remedy.

ARTICLE XX:
PROPERTY DAMAGE

20.01 COMPLETE DESTRUCTION

A. If the Assigned Locations, the Concourses in which the Assigned Locations are located, or any portion thereof is destroyed or damaged to an extent that renders it unusable, City may rebuild or repair any portions of the building structure destroyed or damaged, and if the cause was beyond the control of Licensee, Licensee's obligation to pay the Compensation hereunder shall abate as to such damaged or destroyed portions during the time they are unusable. If City elects not to proceed with the rebuilding or repair of the building structure, it shall give notice of its intent within ninety (90) days after the destruction or damage. At its option, Licensee may then terminate this Agreement effective as of the date of such event.

B. If City elects to rebuild, Licensee must replace all Premises Improvements at its sole cost and in accordance with the Capital Investment, subject to increase for inflation. Such replacements must be in accordance with the performance standards set forth herein. City and Licensee shall cooperate with each other in the collection of any insurance proceeds that may be payable in the event of any loss or damage.

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C. **Destruction Near End of Term.** In the event that substantial damage or destruction of all or a portion of any Advertising Locations occurs during the final year of the Term, and the repair or restoration necessitated by such substantial damage or destruction would be reasonably expected to require more than three (3) months to complete, then in the mutual reasonable judgment of the Parties, then either Party may terminate this Agreement as to the portion of the Advertising Locations so damaged or destroyed by giving written notice to the other party within forty five (45) days following such damage or destruction. Such termination shall be effective as of the date of such substantial damage or destruction. If either Party so elects to terminate as provided above, the City will be entitled to retain from the proceeds of any fire or other casualty insurance policies with respect to the loss associated with the damage or destruction to the impacted Advertising Locations.

20.02 DAMAGE TO CONCESSION

Licensee shall defend and hold City harmless from and hereby waives any claims arising out of damage to the same or damage to Licensee's business, including subrogation claims by Licensee's insurance carrier. Licensee shall give immediate telephone notice to City in case of fire, casualty, or accidents in the Assigned Locations or in the building of which the Assigned Locations are a part, of defects therein, or in any fixtures or equipment. Licensee shall promptly thereafter confirm such notice in writing. Redecoration, replacement, and refurbishment of fixtures, equipment, and supplies will be the responsibility of, and paid for by Licensee, and will be of equivalent quality to that originally installed hereunder. City will not be responsible to Licensee for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Assigned Locations regardless of the cause of damage.

20.03 ALTERNATE SPACE

City will use its best efforts to provide Licensee with alternate areas acceptable to Licensee to continue its operation while City makes repairs to the Assigned Locations, in accordance with the terms of this Article, except for damages caused by Licensee's acts, omissions, or negligence.

20.04 WAIVER OF SUBROGATION

To the extent insurance permits, and then only to the extent collected or collectable by Licensee under its property insurance coverage, Licensee waives any and all claims against City and its directors, officers, agents, servants and employees for loss or damage to property.

ARTICLE XXI:
DAMAGING ACTIVITIES

21.01 PROHIBITED STORAGE OR USE OF CERTAIN GOODS, MATERIALS, MACHINERY, OR HAZARDOUS SUBSTANCES

A. No goods or materials will be kept, stored, or used in or at the Assigned Locations that are flammable, explosive, hazardous, or that may be offensive or cause harm to the general public or cause damage to the Assigned Locations.

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B. Licensee is responsible for compliance and shall require its contractors to comply with all federal, state, and local environmental rules, regulations, and requirements, including as they may be amended after the Effective Date. This includes compliance with DEN's Rules and Regulations, Rule 180 incorporated hereto by reference.

C. Licensee shall obtain all necessary federal, state, local, and DEN permits and comply with all permit requirements.

D. Nothing will be done at the Assigned Locations other than as provided in this Agreement that will increase the rate of or suspend the insurance at the Assigned Locations or on any structure of City.

E. No machinery or apparatus will be used or operated at the Assigned Locations that will damage the Assigned Locations or adjacent areas; provided, however, that nothing in this Article will preclude Licensee from bringing or using at the Assigned Locations, with approval by City, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Licensee's business under this Agreement.

F. Licensee agrees that nothing shall be done or kept at the Assigned Locations that might impair the value of City's property or that would constitute waste.

G. Licensee covenants that all materials, equipment, and all other items used in the performance of this Agreement will be kept in compliance with Occupational Safety and Health Administration (OSHA).

21.02 PROTECTION OF INFRASTRUCTURE

Licensee agrees that nothing shall be done or kept at the Assigned Locations and no improvements, changes, alterations, additions, maintenance, or repairs made that might impair the structural soundness of the building; result in an overload of utility systems serving the Terminal and/or Concourses; or interfere with electric, electronic, or other equipment at DEN. In the event of violations hereof, Licensee agrees immediately to remedy the violation at Licensee's own cost and expense.

21.03 DAMAGE CAUSED BY OPERATIONS

Licensee shall be responsible for any damage caused by Licensee to the Assigned Locations, other DEN property or operations, other City property or operations, or the property of any other Licensee, person, or entity, either by act, omission, or because of the operations of Licensee. In the event of such damage, Licensee will give City immediate notice thereof, and Licensee will immediately make the necessary repairs at its own cost and expense. Licensee shall be required to comply with the obligations set forth in Section 9.01 with respect to all work required to be performed in accordance with this Section. City reserves the right, if in the best interest of City, to perform the necessary repairs immediately itself. Licensee covenants to reimburse City, for the costs and expenses associated with necessary repairs plus an administrative fee of fifteen percent (15%). If Licensee causes the same type of damage, such as a water leakage,

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electrical service interruption, or other damage, more than once in a twelve (12) month period, then Licensee shall submit a Remediation Plan, as set forth in Section 9.01.

ARTICLE XXII:
AIRPORT SECURITY

22.01 FAA AND TSA REQUIREMENTS

Licensee, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Licensee or City by the FAA or TSA. If Licensee, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Licensee covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Licensee within fifteen (15) days from the date of the invoice or written notice.

22.02 CHANGES IN REQUIREMENTS

Licensee understands and acknowledges that its ability to continue to conduct operations under this Agreement is subject to changes in alert status as determined by TSA, which is subject to change without notice. If the security status of DEN changes, Licensee shall take immediate steps to comply and assist its employees, agents, independent contractors, invitees, successors, and assigns in complying with security modifications that occur as a result of the changed status. At any time, Licensee may obtain current information from DEN's Security Office regarding DEN's security status in relation to Licensee's operations at DEN.

ARTICLE XXIII:
GENERAL PROVISIONS

23.01 AMERICANS WITH DISABILITIES ACT

Licensee will comply with the applicable requirements of the Americans with Disabilities Act of 1990 ("**ADA**") 42 U.S.C. § 12101 *et seq.,* and any similar or successor laws, ordinances, rules, standards, codes, guidelines and regulations and will cooperate with City concerning the same subject matter. In the event that compliance cannot be achieved, Licensee shall proceed formally to the federal, state, or local agency having jurisdiction for a waiver of compliance.

23.02 FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of DEN or the portion thereof wherein the Assigned Locations are located, for public purposes, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and City will be released and fully discharged from any and all liability hereunder. In the event of such termination, Licensee's obligation to pay compensation will cease; however, nothing herein

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will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

23.03 PROPERTY RIGHTS RESERVED

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between City and the United States, when the execution of such agreements has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes and the expenditure of federal funds for the extension, expansion, or development of DEN. The provisions of the attached **Appendix No. 1** are incorporated herein by reference and in the event that the FAA or its successors requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of DEN, or otherwise. Licensee understands, accepts, and agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to satisfy the FAA requirements.

23.04 ASSIGNMENT AND SUBCONTRACT

A. Licensee may not assign, subcontract, and/or sublease its privileges, interests, or obligations in whole or in part under this Agreement without the prior written consent of City in City's sole and absolute discretion. Licensee shall not grant any license or concession hereunder, or permit any other person or persons, company, or corporation to utilize the Assigned Locations without first obtaining written consent of City in City's sole and absolute discretion. Any attempt by Licensee to in any way directly transfer all or part of its interest in this Agreement (including any attempt to transfer ownership of the equity or voting interest in the stock of Licensee if Licensee is a corporate entity or the ownership interest in such other entity or control of Licensee or Licensee's operations through sale, exchange, merger, consolidation, or other such transfer) without prior written consent of City shall, at the option of the CEO, automatically terminate this Agreement and all privileges of Licensee hereunder. Subject to the terms and conditions set forth in this Section, and only after it has received City's written approval and consent, Licensee shall be permitted to subcontract with respect to all or any portions of the Assigned Locations.

B. Each party to a subcontract and each subcontract, and any contemporaneous or subsequent addendum, amendment, modification or other agreement relating to any such subcontract, may be subject to review and approval by City. The subcontract must contain substantially the same business terms and conditions as those found in this Agreement, and the subcontract must acknowledge the existence of this Agreement and that the subcontracting parties are jointly bound by the terms and conditions of this Agreement, and state that the subcontracting parties shall comply with the satisfy the requirements and obligations of Licensee hereunder. All compensation, fees, charges, or other monies due and payable hereunder which are, pursuant to any subcontract, to be paid by a subcontractor shall not be marked up by Licensee. Sub-contractors must independently operate any subcontracted

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Assigned Locations, adhere to, and comply with all of the terms, conditions, requirements, restrictions, obligations and standards set forth herein, including without limitation, all audit standards incorporated herein. Subleasing parties shall be jointly bound by the terms and conditions of this Agreement, and the subcontracting parties shall comply with the requirements and obligations of Licensee hereunder.

23.05 CORPORATE TENANCY

If Licensee is a corporation, partnership, or limited liability business organization, the undersigned officer of Licensee hereby warrants and certifies to City that Licensee is a corporation in good standing, is authorized to do business in the State of Colorado, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto. Further, if Licensee is a partnership or other business organization, each member shall be deemed to be jointly and severally liable if such members are subject to personal liability. No director, officer, or employee of City shall be held personally liable under this Agreement because of its good faith execution or attempted execution.

23.06 NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. 40103(e) or 49 U.S.C. 47107(a), as may be amended from time to time, and related regulations.

23.07 RIGHT TO DEVELOP AIRPORT

A. Licensee recognizes that from time to time, it may be necessary for City to commence or complete extensive programs of construction, expansion, relocation, maintenance, and repair in order for DEN and its facilities to be maintained, improved, completed, and operated in accordance with any present or future master layout plan. Further, Licensee acknowledges that such construction, expansion, relocation, maintenance, and repair may inconvenience Licensee in its operation at DEN. Licensee agrees that no liability shall attach to City, its officers, agents, employees, contractors, subcontractors, and representatives by way of such inconveniences. Licensee agrees to waive any right to claim damages or other consideration therefrom.

B. It is covenanted and agreed that City reserves the right to further develop or improve DEN and all landing areas and taxiways as it may see fit, regardless of the desires or views of Licensee or its subcontractors and without interference or hindrance.

C. Further, Licensee agrees that no liability shall attach to City, its officers, agents, and employees due to any efforts or action toward implementation of any present or future master layout plan for DEN. Licensee agrees that no liability shall attach to City, its officers, agents, and employees due to any efforts or action toward

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implementation of any present or future Master Plan for DEN. Licensee waives any right to claim damages or other consideration arising therefrom.

23.08 ATTORNEY'S FEES AND COSTS

In the event legal action is required by City to enforce this Agreement, City will be entitled to recover costs and attorneys' fees, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents ($200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

23.09 NOTICES AND COMMUNICATIONS

All notices or communication, whether to City or to Licensee pursuant hereto, will be deemed validly given, served, or delivered upon receipt by the party by three (3) days after depositing such notice or communication in a postal receptacle, return receipt requested, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO CITY (MAIL DELIVERY):	**TO LICENSEE (MAIL DELIVERY):**
Attn: Chief Executive Officer Denver International Airport 8500 Peña Boulevard Denver, CO 80249-6340 cc: Senior Vice President Concessions Denver International Airport 8500 Peña Boulevard Denver, CO 80249-6340	Attn: Alan Sullivan, Co-CEO and President JCDecaux Airport, Inc. 350 Fifth Avenue, 73rd floor New York, New York 10118 cc: General Counsel JCDecaux Airport, Inc. 350 Fifth Avenue, 73rd floor New York, New York 10118

or to such other address or parties within the State of Colorado as either party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.
If the notice is sent through a mail system, verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

23.10 BOND ORDINANCES

A. This Agreement is in all respects subject and subordinate to any City bond ordinances applicable to the DEN, and to any other bond ordinances, which should amend, supplement, or replace such bond ordinances. The Parties to this Agreement acknowledge and agree that all property subject to this Agreement that was financed by the net proceeds of tax-exempt bonds is owned by City. Licensee

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agrees not to take any action that would impair or omit to take any action required to confirm the treatment of such property as owned by City for purposes of § 142(b) of the Internal Revenue Code of 1986, as amended. In particular, Licensee agrees to make and hereby makes an irrevocable election (binding on itself and all successors in interest under this Agreement) not to claim depreciation or an investment credit with respect to any property subject to this Agreement that was financed by the net proceeds of tax-exempt bonds. Licensee shall execute such forms and take such other action as City may request in order to implement such election.

B. At City's sole discretion, through its CEO, City may from time to time reestablish the compensation, fees, and charges provided for herein at intervals of not more than five (5) years and are subject to the requirements of any outstanding bond ordinance pertaining to DEN. City agrees that such reestablished schedule of compensation, fees, and charges shall be reasonable in relation to the cost of providing, operating, and maintaining property, services, and facilities of DEN. If City proposes any changes in the schedule of compensation, fees, and charges, City will give notice thereof to Licensee no less than ninety (90) days before the same is to become effective. Licensee may decline to pay Compensation at the new rate(s) if such proposed compensation, fees, and charges result in an increase of more than five percent (5%) in the dollar amount of Compensation paid by Licensee under Article VIII of this Agreement for the previous calendar year. In such a case, Licensee shall promptly advise the CEO of its intention to cancel and terminate this Agreement at least sixty (60) days prior to the proposed effective date of such schedule of compensation, fees, and charges. Upon such notice of intent to cancel and terminate, Licensee shall surrender the Assigned Locations upon a date specified by City within at least one hundred twenty (120) days after Licensee advised City. Should Licensee fail to give such notice of cancellation and termination, then Licensee shall be deemed to have accepted the new rate(s) of compensation as promulgated by City. Failure by City to reestablish the compensation, fees, and charges at a five (5) year interval date shall not waive City's right to reestablish the compensation, fees, and charges at any time thereafter.

23.11 FORCE MAJEURE AND EXCEPTIONAL CIRCUMSTANCES

A. Neither Party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants, understandings, or conditions of this Agreement due to causes beyond the control of that Party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstance for which such Party is not responsible or which is not in its power to control. A lack of funds, however, will never be deemed beyond a Party's power to control, and in no event shall this paragraph be construed to allow Licensee to reduce or abate its obligation to pay the any obligation due herein.

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B. In the event that total passenger activity: (i) decreases by twenty percent (20%) or more in any given month compared to the same month in the preceding year, or (ii) decreases by ten percent (10%) or more over any consecutive three-month period, then the following adjustments shall apply: (a) The Minimum Annual Guarantee (MAG) payment due for the subsequent month shall automatically be reduced by a percentage equal to the decline in passenger activity during the affected period; and (b) The MAG for the applicable calendar year shall be reduced by a corresponding dollar amount to reflect the adjusted monthly payment.

23.12 RELATIONSHIP OF THE PARTIES

Licensee is and will be deemed an independent contractor and operator responsible to all parties for its respective acts or omissions, and City will in no way be responsible therefore. It is further expressly understood and agreed that City shall not be construed by a third party or held by Licensee to be a partner, associate, or joint venture partner of Licensee in the conduct of its business.

23.13 INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

23.14 TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

23.15 TAXES

Licensee will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and possessory interest taxes of any kind, against Licensee's Assigned Locations, the real property and any improvements thereto, Trade Fixtures and other personal property used in the performance of the Concession or estate which are created herein, or which result from Licensee's occupancy or use of the Assigned Locations or assessed on any payments made by Licensee hereunder, whether levied against Licensee or City. Licensee will also pay any other taxes, fees, or assessments against the Assigned Locations or estate created herein. Licensee will pay the taxes, fees, or assessments reflected in a notice Licensee receives from City within thirty (30) days after Licensee's receipt of that notice or within the period prescribed in the tax bill. City will attempt to cause the taxing authority to send the applicable tax bills directly to Licensee and Licensee will remit payment directly to the taxing authority, in such instance. Licensee may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to City of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of City. Licensee shall pay to City, with each payment of Compensation, Support Space Compensation, Privilege Fee, and Concession Services Fees to City, all sales or other taxes which may be due

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with respect to such payments, and upon receipt, City shall remit such taxes to the applicable taxing authorities.

23.16 PATENTS AND TRADEMARKS

Licensee covenants, warrants, and represents that it is the owner of or fully authorized to use any services, processes, machines, articles, marks, names, or slogans used by it in its operations under this Agreement. Licensee will not utilize any protected patent, trademark, or copyright, including any patents, trademarks, or copyrights owned by City, in its operations under this Agreement, unless it has obtained prior proper permission, all releases, and other necessary documents. Licensee agrees to indemnify, defend, and hold harmless City, its officers, employees, agents, and representatives from any loss, liability, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Licensee under this Agreement.

23.17 COMPLIANCE WITH PUBLIC RECORDS LAW

A. **Agreement Subject to Colorado Open Records Act.** Licensee acknowledges, understands, and accepts that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 *et seq.* Licensee agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Licensee asserts is confidential or otherwise exempt from disclosure. Licensee acknowledges all documents prepared or provided by Licensee under this Agreement may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Agreement notwithstanding, including Exhibits, Attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Licensee to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Licensee agrees that any disclosure of information by City consistent with the provisions of the Open Records Act shall result in no liability of City. Licensee agrees to defend, indemnify, hold harmless, and fully cooperate with City in the event of a request for disclosure or legal process arising under such act for the disclosure of any documents or information, which Licensee asserts is confidential and exempt from disclosure.

B. **Indemnification in Event of Objection.** In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Licensee of such request in order to give Licensee the opportunity to object to the disclosure of any material Licensee may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Licensee objects to disclosure, City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Licensee agrees it will

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either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Licensee does not wish disclosed. Licensee agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Licensee's objection to disclosure including prompt reimbursement to City of all reasonable attorney fees, costs, and damages that City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents ($200.00) per hour of City Attorney time.

23.18 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS

Licensee, its officers, agents, and employees shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 and Denver Executive Order No. 94, or any successor thereto, concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementing this alcohol and drug policy can result in City barring Licensee from City facilities or participating in City operations.

23.19 CITY'S SMOKING POLICY

Licensee agrees that it will prohibit smoking by its employees and the public at the Assigned Locations. Licensee further agrees to not sell or advertise tobacco products. Licensee acknowledges that smoking is not permitted in DEN buildings and facilities except for designated areas. Licensee and its officers, agents, and employees shall cooperate and comply with the provisions of City's Executive Order No. 99 dated December 1, 1993, Executive Order No. 13 dated July 31, 2002, the provisions of D.R.M.C., §§ 24-301 to 317 *et seq.*, and the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 *et seq.*, and DEN's Rules and Regulations Rules 30 and 40.

23.20 WAIVERS

No waiver by City at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Licensee. No delay, failure or omission of City to exercise any right, power, privilege or option arising from any breach, material breach, nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such breach or material breach, or relinquishment thereof or acquiescence therein. No notice by City will be required to restore or revive time as being of the essence hereof after waiver by City or breach in one or more instances. No option, right, power, remedy, or privilege of City will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to City by this Agreement are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by City will not impair its rights to any other right, power, option or remedy.

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23.21 COMPLETE CONTRACT

This Agreement, together with the Concession Handbook and the Tenant Work Permit Handbook, including as they may be amended, represents the complete understanding between the Parties, and any prior Contracts or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any other document incorporated herein, this Agreement will control.

23.22 BROKER'S COMMISSION

Licensee represents and warrants that it has not caused nor incurred any claims for brokerage commissions or finder's fees in connection with the execution of this Agreement. Licensee shall defend, indemnify, and hold City harmless against all liabilities arising from any such claims caused or incurred by it (including the cost of attorney fees in connection therewith). This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any Third Party or parties (except parties to whom the Licensee may assign this Agreement in accordance with the terms hereof, and except any successor to City) any right to claim damages or to bring any suit, action or other proceeding against either City or the Licensee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

23.23 NO LIMIT ON CITY'S POWERS

Nothing in this Agreement shall limit in any way the power and right of City to exercise its governmental rights and powers, including its powers of eminent domain.

23.24 SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed one instrument. This Agreement is expressly subject to and shall not be or become effective or binding on City until approved by City Council, if so required by City's Charter, and fully executed by all signatories of City and County of Denver. The Parties, in the manner specified by City, may sign this Agreement electronically.

[SIGNATURE PAGES, APPENDIX NO. 1, AND EXHIBITS FOLLOW]

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Contract Control Number: PLANE-202578444-00
Contractor Name: JCDECAUX AIRPORT, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

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Contract Control Number: PLANE-202578444-00
Contractor Name: JCDECAUX AIRPORT, INC.

By: Signed by: _____
0F98A00002AE492...

Name: Aparna Ganapathi
(please print)

Title: Chief Financial Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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Appendix No. 1

Standard Federal Assurances

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GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract

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sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage

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and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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Exhibit A

	Level 5	Level 6	Great Hall Train Platform	A Bridge	Concourse A	A Train Platform	Concourse B	B Train Platform	Concourse C	C Train Platform	Trains	Exteriors	Totals
Digital Gate Blade Signs					17		60		20				**97**
Future Digital Gate Blade Signs					23				25				**48**
Global Gateways	2			2									**4**
International Gateways	2												**2**
The Peaks		2											**2**
Denver Domination		4											**4**
Wave Portals						2		2		2			**6**
Digital Spectacular Network					2		2		2				**6**
Digital Arrivals Network	12												**12**
Hydration Station Wraps					4		4		4				**12**
Exhibits					5		2		2				**9**
Train Station Domination			2			2		2		2			**8**
Interior Train Panels											26		**26**
Pena Roadside Amenity Signs												11	**11**
Pena Welcome Sign												3	**3**
Totals	**16**	**6**	**2**	**2**	**51**	**4**	**68**	**4**	**53**	**4**	**26**	**14**	**250**

Asset Name	Site Number	Asset ID #	Location	Precinct	Position	Format	Product	Illuminated?	Size	Audience	Additional Information	Remove/Keep/Upgrade/ New Unit	Type of New Unit	Notes	Completion Date
Digital Gate Blade Signs	PK34LED-1		A	Outer West	Suspended	Digital	LED	Yes	96"H x 36"W	Both	17 double-sided gate flag signs located at A West gates A14-A29 & A31, owned and maintained by DEN	Keep	Digital Gate Blade Signs	17 DS Units. 23 To be installed	
Train Platform Wall Wraps	DEN-PK12WW-1-4		A	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform east wall wraps	Keep	Train Station Domination		
Train Platform Wall Wraps	DEN-PK12WW-1-5		A	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform west wall wraps	Keep	Train Station Domination		
Hydration Station Wraps	PK4WW-3-1		A	Center core	Wrap	Static	Wrap	No	Various	Both	4 center core hydration station wraps	Keep	Hydration Station Wraps		
Floor Exhibit	DEN-1AMT-EX-1		A	Center core						Both	Northeast center core	Keep	Exhibit		
Floor Exhibit	DEN-1AMT-EX-2		A	Center core						Both	Southwest center core	Keep	Exhibit		
Floor Exhibit	DEN-1AMT-EX-3		A	Center core						Both	North center core	Keep	Exhibit		
Floor Exhibit	DEN-1AMT-EX-4		A	Center core						Both	South center core	Keep	Exhibit		
Floor Exhibit	DEN-1AMT-EX-5		A	Center core						Both	Northwest center core	Keep	Exhibit		
Hanging LED	NEW		A	East Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network		
Hanging LED	NEW		A	West Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network		
Train Platform Escalator TFD	DEN-1AMT-TFD-1		A	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove			
Train Platform EscalatorTFD	DEN-1AMT-TFD-2		A	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove			
Autowalk TFB	DEN-1AE-TFB-4		A	East Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Departures		Remove			
Autowalk TFB	DEN-1AE-TFB-5		A	East Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Arrivals		Remove			
Autowalk TFB	DEN-1AW-TFB-4		A	West Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Departures		Remove			
Autowalk TFB	DEN-1AW-TFB-5		A	West Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Arrivals		Remove			
Train Platform Escalator Digital	DEN-1AMT-LCD-2		A	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove			
Center Core Bulkhead LED	DEN_1AMT-VW-1		A	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove			
Center Core Bulkhead LED	DEN_1AMT-VW-2		A	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove			
A West 1 Arrivals Bulkhead			A	West Subcore 1	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove			
A West 3 Departures Bulkhead			A	West Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Departures		Remove			
A West 3 Arrivals Bulkhead			A	West Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove			
A East End Elevator Shaft			A	East Subcore 2	Wall mounted	Digital	LED	Yes	TBD	Departures	West facing wall at east end of concourse	Remove			
Center Core Spectacular	DEN-1AMT-S-1		A	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1AMT-S-2		A	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1AMT-S-3		A	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1AMT-S-4		A	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Diorama	DEN-1AE-MGD-9		A	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Diorama	DEN-1AE-MGD-10		A	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Diorama	DEN-1AE-MGD-11		A	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove			
Diorama	DEN-1AE-MGD-12		A	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove			
Double Diorama	DEN-1AW-MGD-5		A	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Double Diorama	DEN-1AW-MGD-6		A	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Train Platform Escalator Digital	DEN_1AMT-LCD-1		A	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove			
Welcome to Denver			A	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	North Interior Bulkhead	Upgrade	Wave Portals		
Welcome to Denver			A	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	South Interior Bulkhead	Upgrade	Wave Portals		
North Bridge East Video Wall	1AE-VW-1		A Bridge	L5 East	Wall mounted	Digital	Video wall	Yes	94"H x 166"W	Departures		Keep	Global Gateways		
North Bridge West Video Wall	1AW-VW-1		A Bridge	L5 West	Wall mounted	Digital	Video wall	Yes	94"H x 166"W	Departures		Keep	Global Gateways		
Digital Gate Blade Signs	PK120LED-1		B		Suspended	Digital	LED	Yes	Two Sizes	Both	60 double-sided gate flag signs covering all concourse level B gates. Signs at gates B62-B71 are 60"H x 28"W, remaining 50 signs are 96"H x 28"W. Signs are owned and maintained by DEN	Keep	Digital Gate Blade Signs	60 DS Units	
Train Platform Wall Wraps	DEN-PK12WW-3-1		B	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform east wall wraps	Keep	Train Station Domination		
Train Platform Wall Wraps	DEN-PK12WW-4-1		B	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform west wall wraps	Keep	Train Station Domination		
Hydration Station Wraps	PK4WW-1-1		B	Center core	Wrap	Static	Wrap	No	Various	Both	4 center core hydration station wraps	Keep	Hydration Station Wraps		
Floor Exhibit	DEN-1BMT-EX-4		B	Center core						Both	North center core	Keep	Exhibit		
Floor Exhibit	DEN-1BMT-EX-3		B	Center core						Both	South center core	Keep	Exhibit		
Hanging LED	NEW		B	East Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network		
Hanging LED	NEW		B	West Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network		
Full Bulkhead TFD	DEN-1BE-TFD-1		B	East Subcore 1	Bulkhead	Static	Fabric banner	No	41"H x 390"W	Departures		Remove			
Train Platform Escalator TFD	DEN-1BMT-TFD-1		B	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove			
Train Platform Escalator TFD	DEN-1BMT-TFD-2		B	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove			
Full Bulkhead TFD	DEN-1BW-TFD-1		B	West Subcore 1	Bulkhead	Static	Fabric banner	No	41"H x 390"W	Departures		Remove			
Wall Mounted TFD	BE-LTFD-1		B	Center core	Wall mounted	Static	Fabric banner	Yes	48"H x 255"W	Both	Between CC and B39, not yet installed and electrical for lighting location pending	Remove			
Wall Mounted TFD	BE-LTFD-2		B	East Subcore 1	Wall mounted	Static	Fabric banner	Yes	48"H x 265"W	Both	Between B46-B48, not yet installed and electrical for lighting location pending	Remove			
Wall Mounted TFD	BE-LTFD-3		B	East Subcore 1	Wall mounted	Static	Fabric banner	Yes	48"H x 330"W	Both	Between B45-B47, TFD installed, electrical for lighting location pending	Remove			
Wall Mounted TFD	BE-LTFD-4		B	East Subcore 2	Wall mounted	Static	Fabric banner	Yes	48"H x 197"W	Both	Between B56-B58, TFD installed, electrical for lighting location pending	Remove			
Wall Mounted TFD	BE-LTFD-5		B	East Subcore 3	Wall mounted	Static	Fabric banner	Yes	48"H x 211"W	Both	Between B57-B59, not yet installed and electrical for lighting location pending	Remove			
Wall Mounted TFD	BW-LTFD-1		B	West Subcore 3	Wall mounted	Static	Fabric banner	Yes	48"H x 238"W	Both	Between B17-B15, not yet installed and electrical for lighting location pending	Remove			
Wall Mounted TFD	BW-LTFD-2		B	West Subcore 2	Wall mounted	Static	Fabric banner	Yes	48"H x 331"W	Both	Between B24-B26, TFD installed, electrical for lighting location pending	Remove			
Wall Mounted TFD	BW-LTFD-3		B	West Subcore 2	Wall mounted	Static	Fabric banner	Yes	48"H x 220"W	Both	Between B25-B27, TFD installed, electrical for lighting location pending	Remove			
Bulkhead TFD	BW-TFD-8		B	West Subcore 2	Bulkhead	Static	Fabric banner	No	48"H x 288"W	Arrivals	Recently approved TFD not yet installed	Remove			
Bulkhead TFD	BW-TFD-9		B	West Subcore 2	Bulkhead	Static	Fabric banner	No	48"H x 288"W	Arrivals	Recently approved TFD not yet installed	Remove			
Train Platform Escalator Digital	DEN_1BMT-LCD-1		B	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove			
Train Platform Escalator Digital	DEN_1BMT-LCD-2		B	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove			
Center Core Bulkhead LED	DEN-1BMT-VW-1		B	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove			
Center Core Bulkhead LED	DEN-1BMT-VW-2		B	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove			
B East North Finger Arrivals Bulkhead			B	East Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove			
Double Diorama	DEN-1BE-MGD-13		B	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove			
Double Diorama	DEN-1BE-MGD-14		B	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove			
Double Diorama	DEN-1BE-MGD-15		B	East Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Double Diorama	DEN-1BE-MGD-16		B	East Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Double Diorama	DEN-1BE-MGD-17		B	East Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove			
Double Diorama	DEN-1BE-MGD-18		B	East Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove			
Center Core Spectacular	DEN-1BMT-S-1		B	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1BMT-S-2		B	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1BMT-S-3		B	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1BMT-S-4		B	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Double Diorama	DEN-1BW-MGD-9		B	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove			
Double Diorama	DEN-1BW-MGD-10		B	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove			
Double Diorama	DEN-1BW-MGD-11		B	West Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Double Diorama	DEN-1BW-MGD-12		B	West Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Welcome to Denver			B	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	North Interior Bulkhead	Upgrade	Wave Portals		
Welcome to Denver			B	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	South Interior Bulkhead	Upgrade	Wave Portals		
Digital Gate Blade Signs	PK40LED-1		C	Outer East	Suspended	Digital	LED	Yes	96"H x 36"W	Both	20 double-sided gate flag signs located at C East gates C48-C67, owned and maintained by DEN	Keep	Digital Gate Blade Signs	20 DS Units. 25To be Installed	
Train Platform Wall Wraps	DEN-PK12WW-5-1		C	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform east wall wraps	Keep	Train Station Domination		
Train Platform Wall Wraps	DEN-PK12WW-6-1		C	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform west wall wraps	Keep	Train Station Domination		
Hydration Station Wraps	PK4WW-2-1		C	Center core	Wrap	Static	Wrap	No	Various	Both	4 center core hydration station wraps	Keep	Hydration Station Wraps		

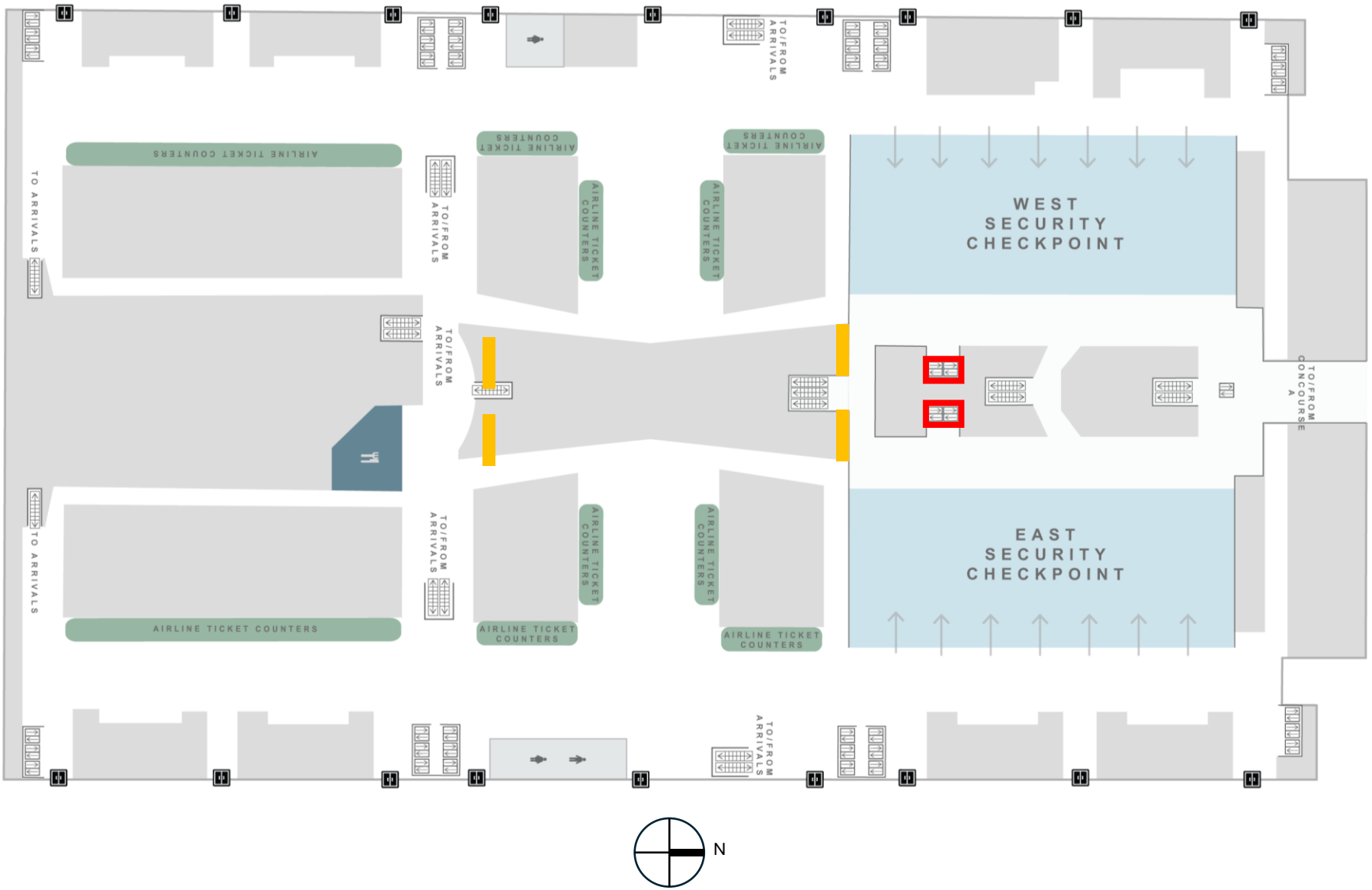
Asset Name	Site Number	Asset ID #	Location	Precinct	Position	Format	Product	Illuminated?	Size	Audience	Additional Information	Remove/Keep/Upgrade/ New Unit	Type of New Unit	Notes	Completion Date
Floor Exhibit	DEN-1CMT-EX-3		C	Center core						Both	North center core	Keep	Exhibit		
Floor Exhibit	DEN-1CMT-EX-4		C	Center core						Both	South center core	Keep	Exhibit		
Hanging LED	NEW		C	East Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network		
Hanging LED	NEW		C	West Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network		
Center Core NE Column	DEN-1CMT-VD-1/2		C	Center core	Column	Static	Column wrap	Yes	88"H x 70"W	Both	Two sided column - size represents each side of column	Remove			
Bulkhead TFD	DEN-1CE-MGD-5		C	East Subcore 1	Bulkhead	Static	Fabric banner	Yes	48"H x218"W	Departures	Diorama approved for TFD replacement	Remove			
Bulkhead TFD	DEN-1CE-MGD-6		C	East Subcore 1	Bulkhead	Static	Fabric banner	Yes	48"H x218"W	Departures	Diorama approved for TFD replacement	Remove			
Autowalk TFB	DEN-1CE-TFB-3		C	East Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Departures		Remove			
Autowalk TFB	DEN-1CE-TFB-4		C	East Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Arrivals		Remove			
Train Platform Escalator TFD	DEN-1CMT-TFD-1		C	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove			
Train Platform Escalator TFD	DEN-1CMT-TFD-2		C	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove			
Autowalk TFB	DEN-1CW-TFB-3		C	West Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Arrivals		Remove			
Autowalk TFB	DEN-1CW-TFB-4		C	West Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Departures		Remove			
Train Platform Escalator Digital	DEN-CMT-LCD-1		C	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove			
Train Platform Escalator Digital	DEN-CMT-LCD-2		C	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove			
Center Core Bulkhead LED	DEN-1CMT-VW-1		C	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove			
Center Core Bulkhead LED	DEN-1CMT-VW-2		C	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove			
C East 1 Arrivals Bulkhead			C	East Subcore 1	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove			
C East 2 Departures Bulkhead			C	East Subcore 2	Bulkhead	Digital	LED	Yes	TBD	Departures		Remove			
C East 2 Arrivals Bulkhead			C	East Subcore 2	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove			
C East 3 Departures Bulkhead			C	East Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Departures		Remove			
C East 3 Arrivals Bulkhead			C	East Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove			
Center Core Spectacular	DEN-1CMT-S-1		C	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1CMT-S-2		C	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1CMT-S-3		C	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Center Core Spectacular	DEN-1CMT-S-4		C	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Double Diorama	DEN-1CW-MGD-5		C	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Double Diorama	DEN-1CW-MGD-6		C	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Welcome to Denver			C	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	North Interior Bulkhead	Upgrade	Wave Portals		
Welcome to Denver			C	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	South Interior Bulkhead	Upgrade	Wave Portals		
TSA Bulkhead LED	MTTS-VW-1		Great Hall	Level 5 - South Checkpoint	Bulkhead	Digital	LED	Yes	57"H x 199"W	Departures		Keep	Global Gateways		
Baggage Claims 1-18			Great Hall	Level 5 Arrivals	Suspended	Digital	LCD	Yes	TBD	Arrivals	Package of 18 Baggage Claim Screens	Keep	Double-Sided LCD Screens	Package of 12 Screens	
2 International Arrival Columns			Great Hall	Level 5 Arrivals	Column	Digital	LED	Yes	166"H x 96"W x 36"D	Arrivals	2 Digital Columns	Keep	International Gateways		
Northeast Arrival Bulkhead			Great Hall	Level 6	Bulkhead	Digital	LED	Yes	96"H x 384"W	Arrivals	Confirm South Arrivals Media	Keep	Denver Domination		
Northwest Arrival Bulkhead			Great Hall	Level 6	Bulkhead	Digital	LED	Yes	96"H x 384"W	Arrivals	Confirm South Arrivals Media	Keep	Denver Domination		
Elevator Core Wrap			Great Hall	Level 6	Wrap	Digital	Wrap	Yes	4 panels 16' x 20' & 4 panels 16' x 10'	Departures	4 Sided Digital LEDs	Keep	The Peaks		
Elevator Core Wrap			Great Hall	Level 6	Wrap	Digital	Wrap	Yes	4 panels 16' x 20' & 4 panels 16' x 10'	Departures	4 Sided Digital LEDs	Keep	The Peaks		
South Arrival Bulkhead	New		Great Hall	Level 6	Bulkhead	Digital	LED	Yes	96"H x 384"W	Arrivals		New	Denver Domination		
South Arrival Bulkhead	New		Great Hall	Level 6	Bulkhead	Digital	LED	Yes	96"H x 384"W	Arrivals		New	Denver Domination		
Triple Escalator Digital			Great Hall	Level 5	Bulkhead	Digital	LED	Yes	102"H x 284"W	Departures	Level 6 to Level 4 Secure Departure Train Platform	Keep	Global Gateways		
Train Platform Wall Wraps			Great Hall	Departure Platform	Train panel	Static	Train panels	No	Various	Departures	12 train platform east wall wraps	New	Train Station Domination		
Train Platform Wall Wraps			Great Hall	Departure Platform	Train panel	Static	Train panels	No	Various	Departures	12 train platform west wall wraps	New	Train Station Domination		
Baggage Claim Network	1WBC-LCD-1		Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove			
Baggage Claim Network	1JBC-LCD-1		Great Hall	DOM baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove			
Baggage Claim Network	1WBC-LCD-3		Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove			
Baggage Claim Network	1WBC-LCD-4		Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove			
Baggage Claim Network	1EBC-LCD-1		Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove			
Baggage Claim Network	1JBC-LCD-3		Great Hall	DOM baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove			
Baggage Claim Network	1EBC-LCD-3		Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove			
Baggage Claim Network	1EBC-LCD-4		Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove			
Double Diorama	DEN-1WT-MGD-5		Great Hall	West Great Hall L6	Wall mounted	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Double Diorama	DEN-1ET-MGD-5		Great Hall	East Great Hall L6	Wall mounted	Static	Lightbox	Yes	43"H x124"W	Departures		Remove			
Spectacular	DEN-1WBC-S-1		Great Hall	West Great Hall L5	Wall mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove			
Double Diorama	DEN-1WBC-MGD-5		Great Hall	West Great Hall L5	Wall mounted	Static	Lightbox	Yes	43"H x124"W	Both		Remove			
Double Diorama	DEN-1EBC-MGD-3		Great Hall	East Great Hall L5	Wall mounted	Static	Lightbox	Yes	43"H x124"W	Both		Remove			
4 Meeter / Greeter Digital Displays			Great Hall	Level 5 Arrivals	Wall mounted	Digital	LED	Yes	144"H x 96"W	Arrivals	Package of 4 with possibility of digitally wrapping north and south corners for continuous panel	Remove			
Peña Welcome Sign	Inbound Panel 1		Roadside			Digital	LED	Yes	300"H x 900"W	Arrivals	Available March 2027	Keep	Exterior		
Peña Welcome Sign	Inbound Panel 2		Roadside			Digital	LED	Yes	300"H x 900"W	Arrivals	Available March 2027	Keep	Exterior		
Peña Welcome Sign	Outbound Panel		Roadside			Digital	LED	Yes	300"H x 900"W	Departures	Available March 2027	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-1-1-6		Roadside			Static		No			Road Sign Peña Blvd. West at Tower Road Outbound - Lodging Sign Main	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-3-1-6		Roadside			Static		No			Road Sign Peña Blvd. West at Tower Road Outbound - Lodging Sign Exit	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-9-1-6		Roadside			Static		No			Road Sign Peña Blvd. at 40th Ave. Outbound - Lodging Sign Main	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-11-1-6		Roadside			Static		No			Road Sign Peña Blvd. at 40th Ave. Outbound - Lodging Sign Exit	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-5-1-6		Roadside			Static		No			Road Sign Peña Blvd. East at Tower Road Inbound - Lodging Sign Main	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-2-1-6		Roadside			Static		No			Road Sign Peña Blvd. West at Tower Road Outbound - Food Sign Main	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-4-1-6		Roadside			Static		No			Road Sign Peña Blvd. West at Tower Road Outbound - Food Sign Exit	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-10-1-6		Roadside			Static		No			Road Sign Peña Blvd. West at 40th Ave. Outbound - Food Sign Main	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-12-1-6		Roadside			Static		No			Road Sign Peña Blvd. West at 40th Ave. Outbound - Food Sign Exit	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-6-1-6		Roadside			Static		No			Road Sign Peña Blvd. East at Tower Road Inbound - Food Sign Main	Keep	Exterior		
Peña Roadside Amenity Sign	DEN-10D-RS-8-1-6		Roadside			Static		No			Road Sign Peña Blvd. East at Tower Road Inbound - Food Sign Exit	Keep	Exterior		
26 New AGTS Train Cars (increased to 41 by 2027)			Train	Train		Digital	LCD	Yes	23.9"	Departures	Package of 26 train cars with 10 panels across 4 locations per car	Keep	Interior Train Panels		

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Exhibit A-1

JEPPESEN TERMINAL – LEVEL 6

The Peaks
Denver Domination

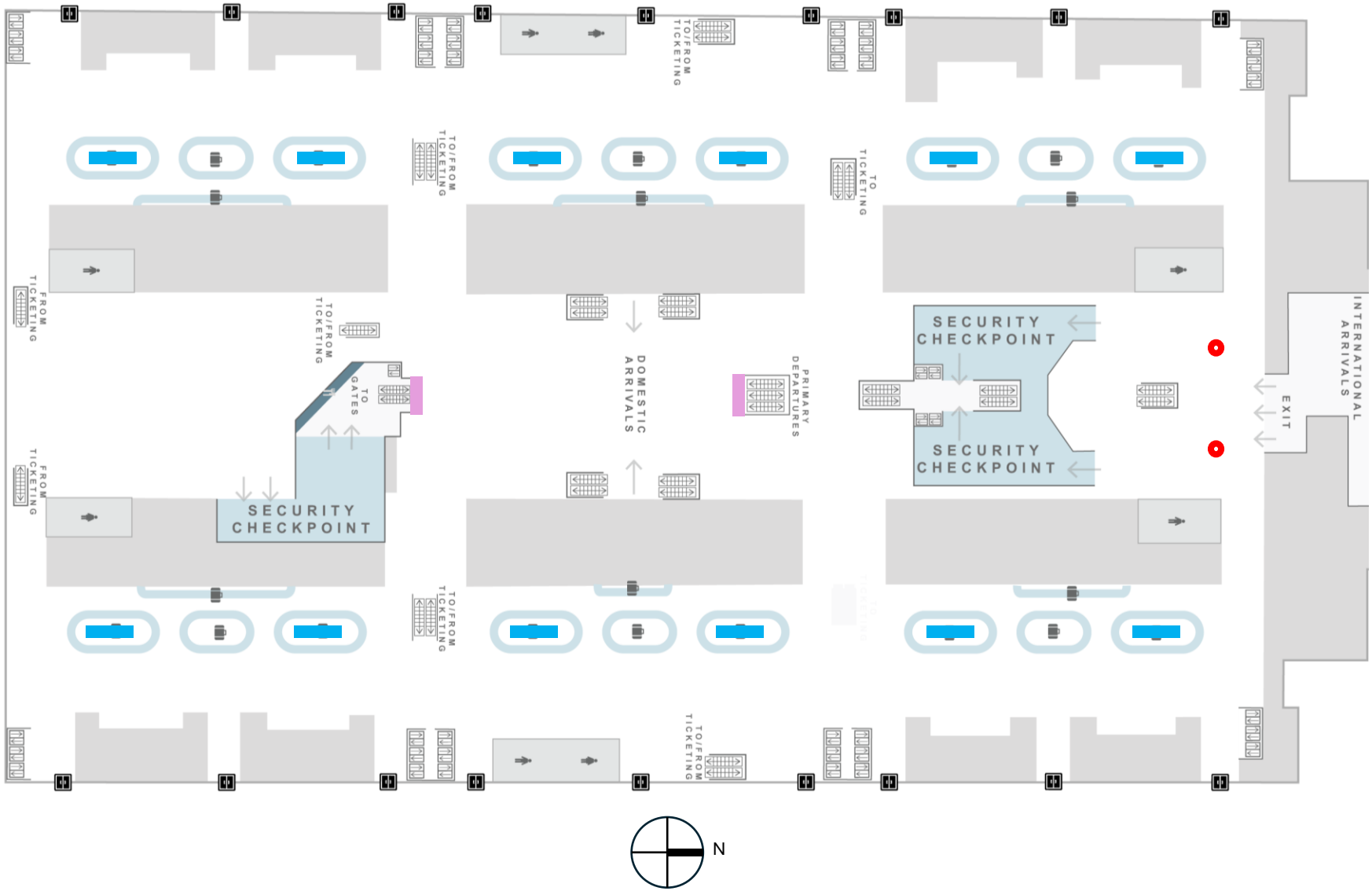


JEPPESEN TERMINAL – LEVEL 5

Global Gateways

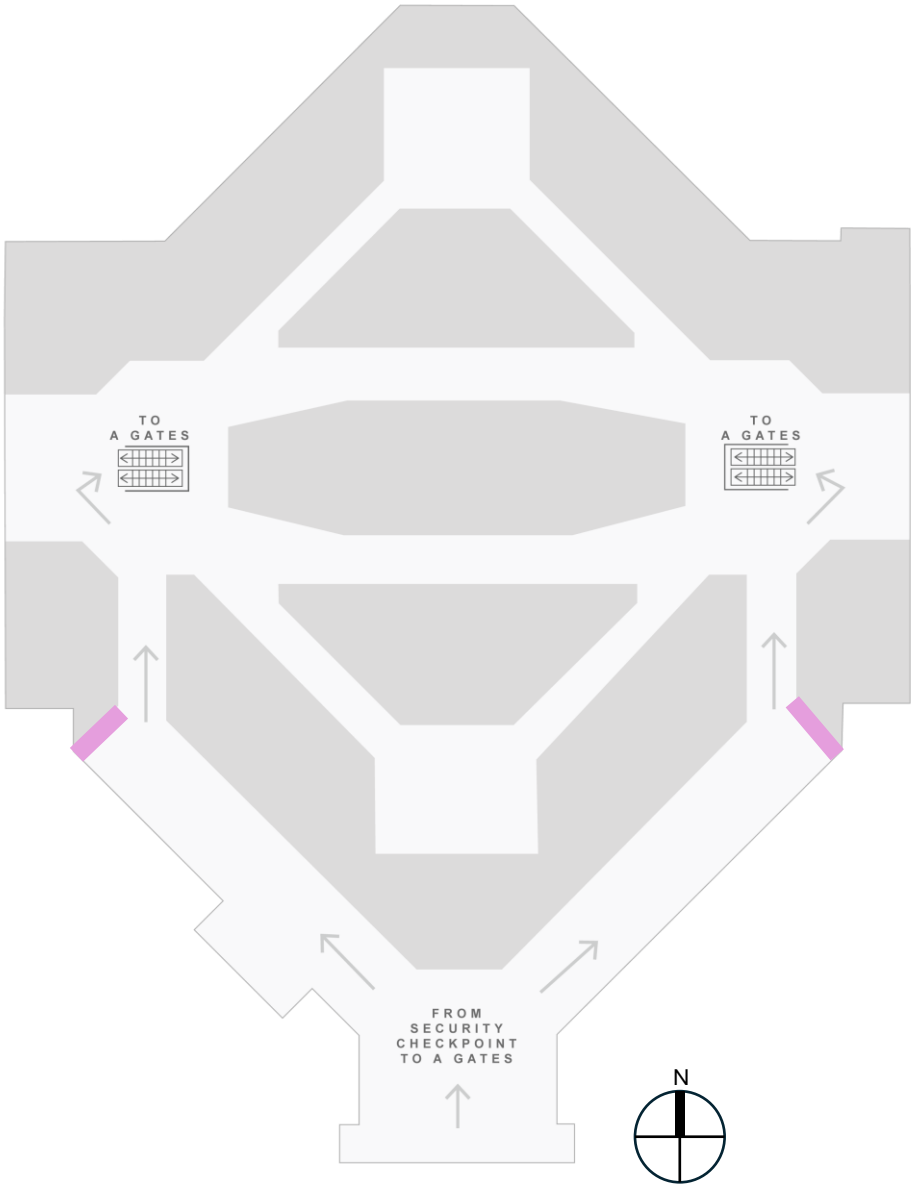
Digital Arrivals Network

International Gateways



CONCOURSE A - BRIDGE

Global Gateways

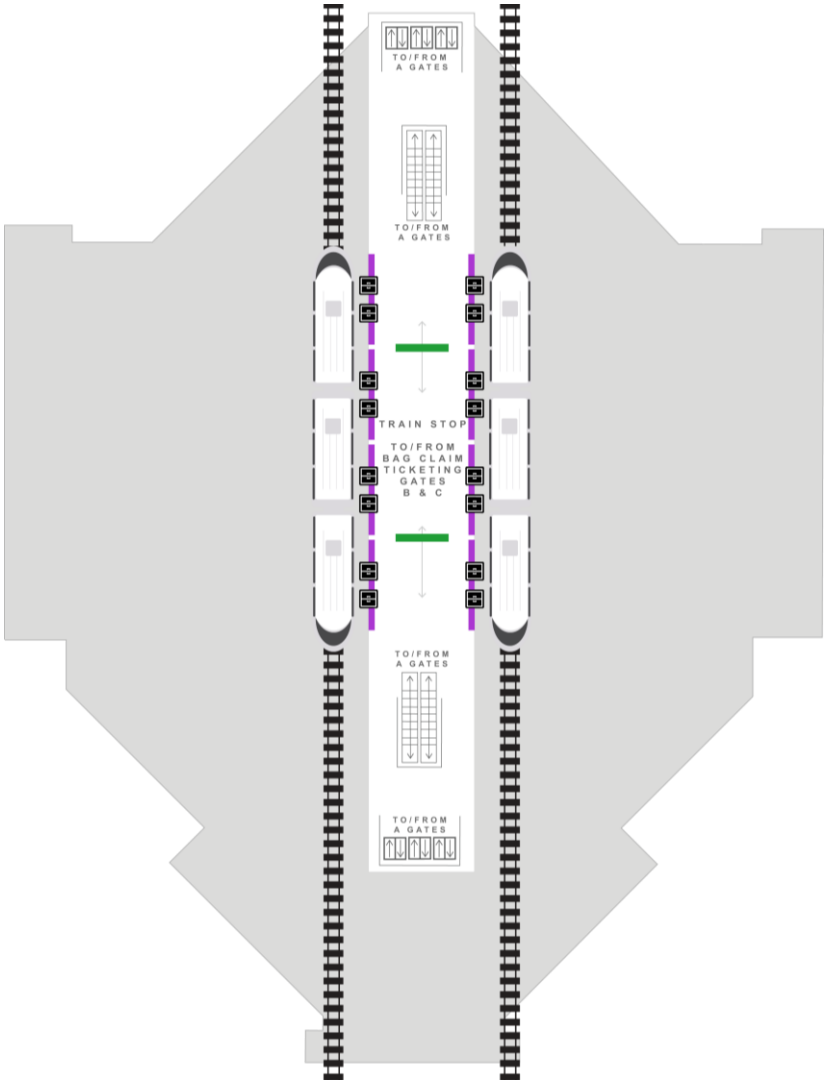


CCA - LEVEL 00- CENTER

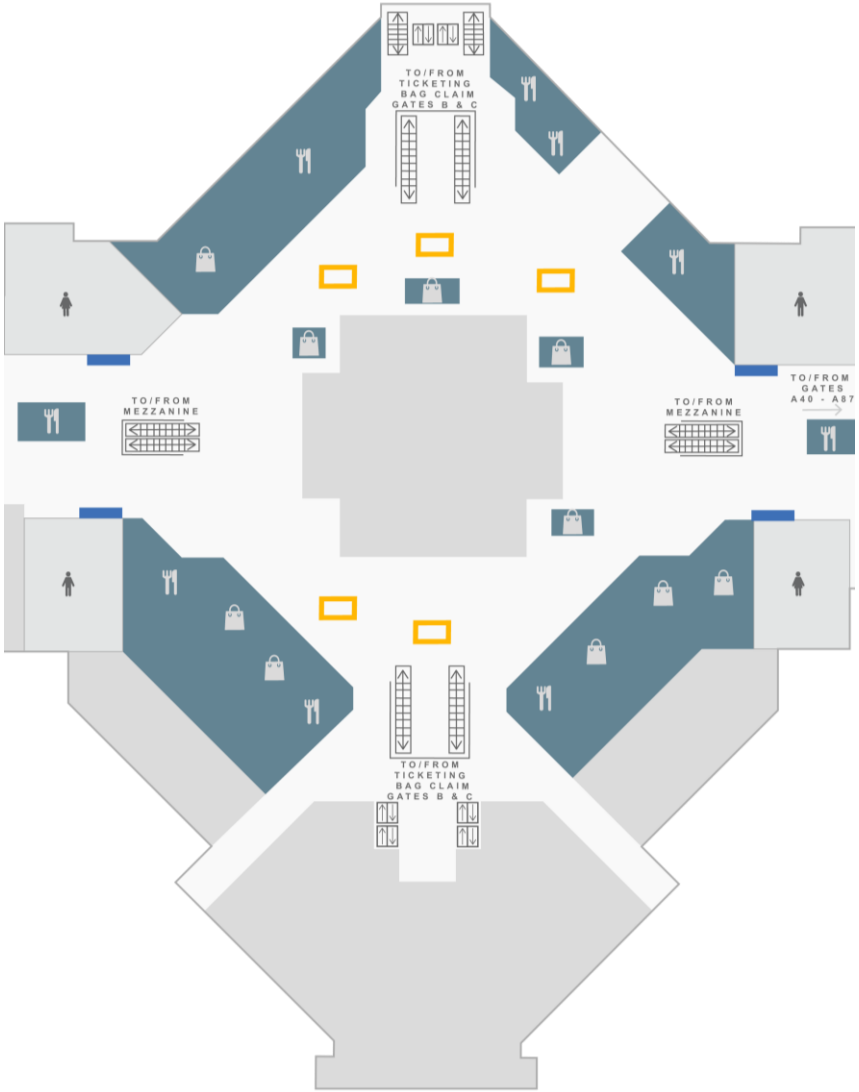
Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

CONCOURSE A – CENTER CORE

Wave Portals
Transit Station Domination
Hydration Station Wraps
Floor Exhibits



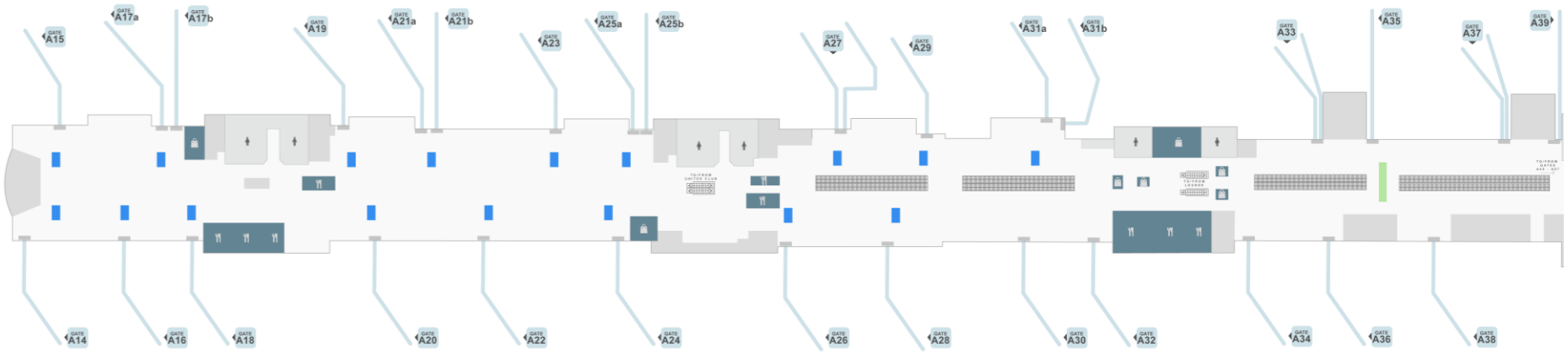
CCA - LEVEL 00- CENTER



CCA - LEVEL 02- CENTER

CONCOURSE A - WEST

Digital Spectacular Network
Digital Gate Blade Signs

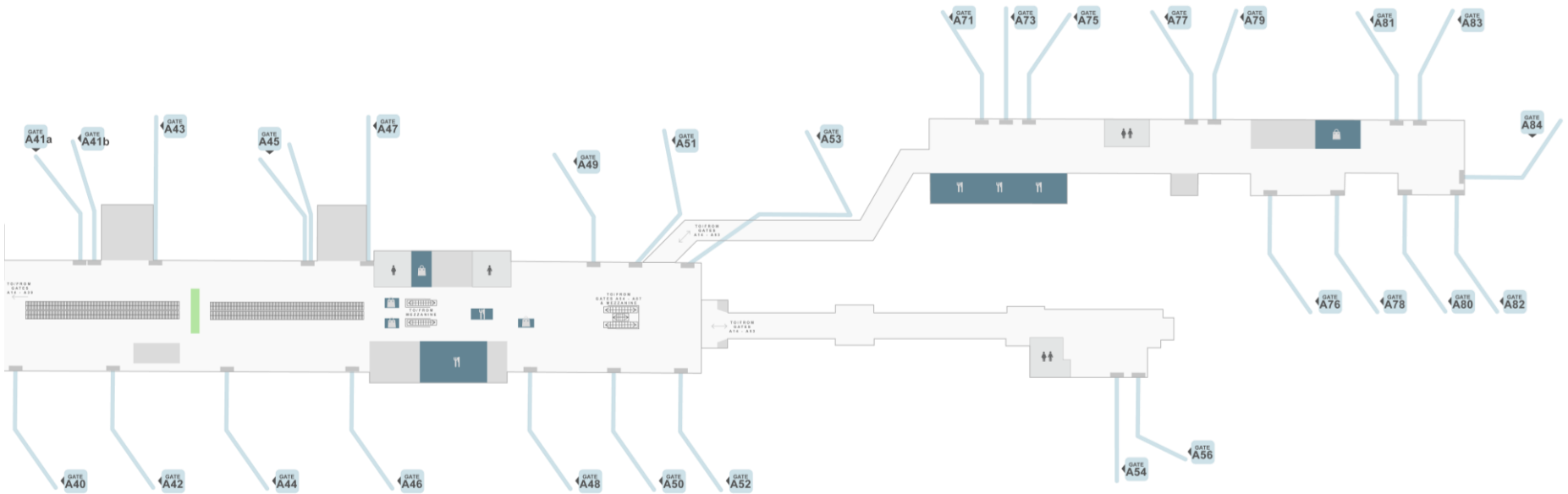


N

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

CONCOURSE A - EAST

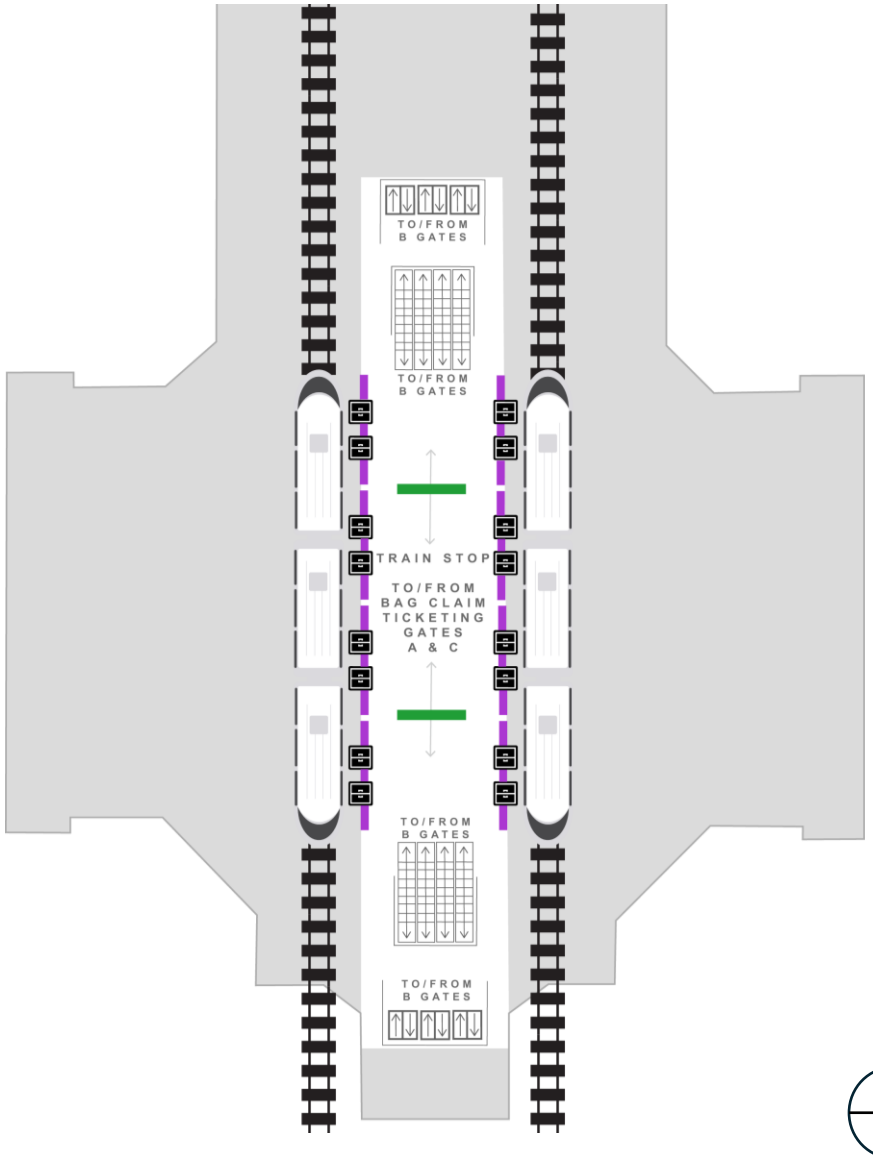
Digital Spectacular Network



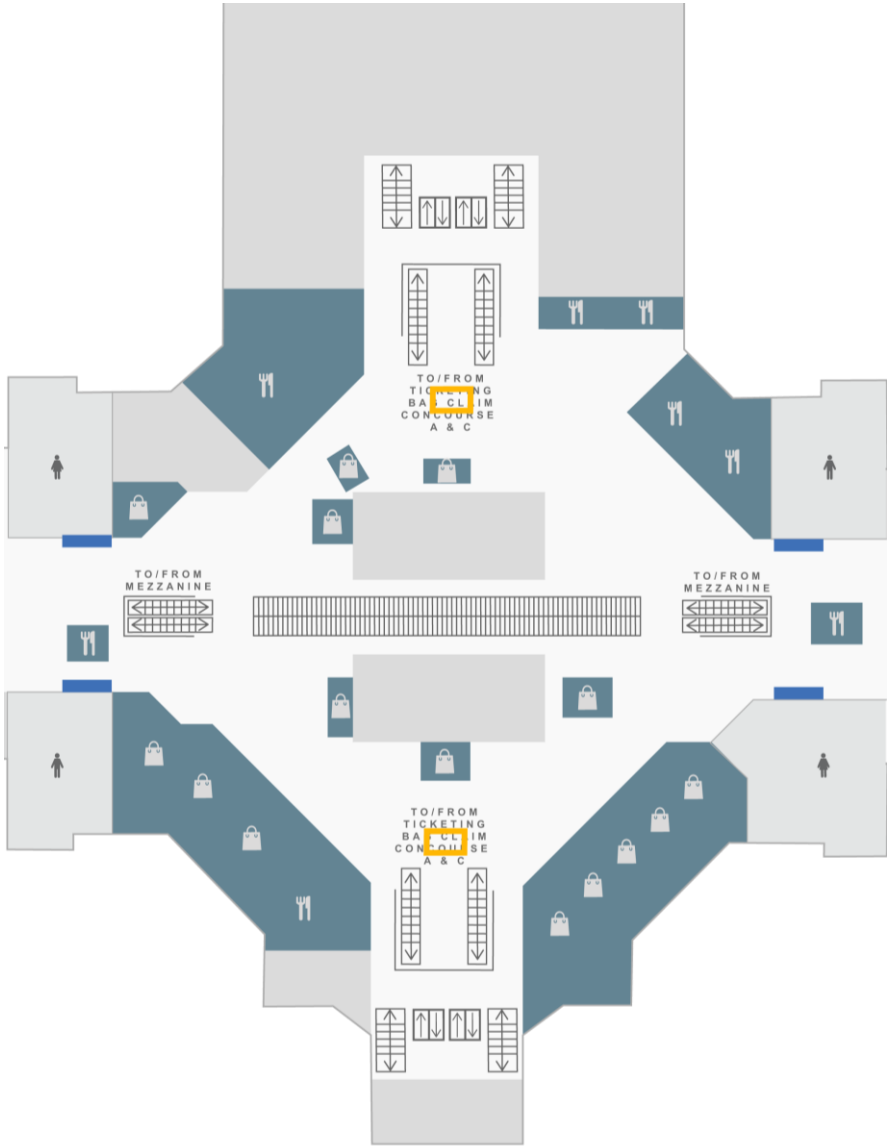
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CONCOURSE B – CENTER CORE

Wave Portals
Transit Station Domination
Hydration Station Wraps
Floor Exhibits



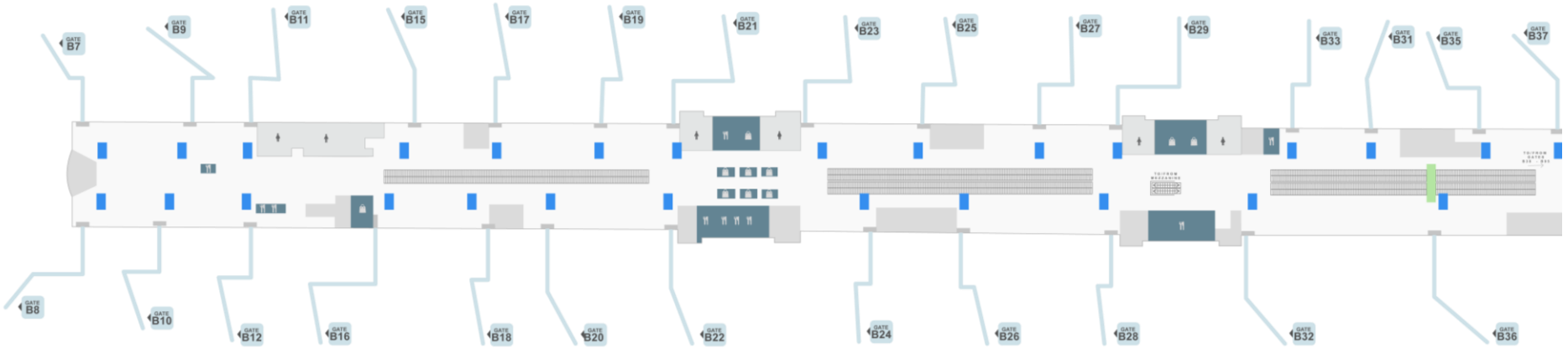
CCB - LEVEL 00- CENTER



CCB - LEVEL 02- CENTER

CONCOURSE B - WEST

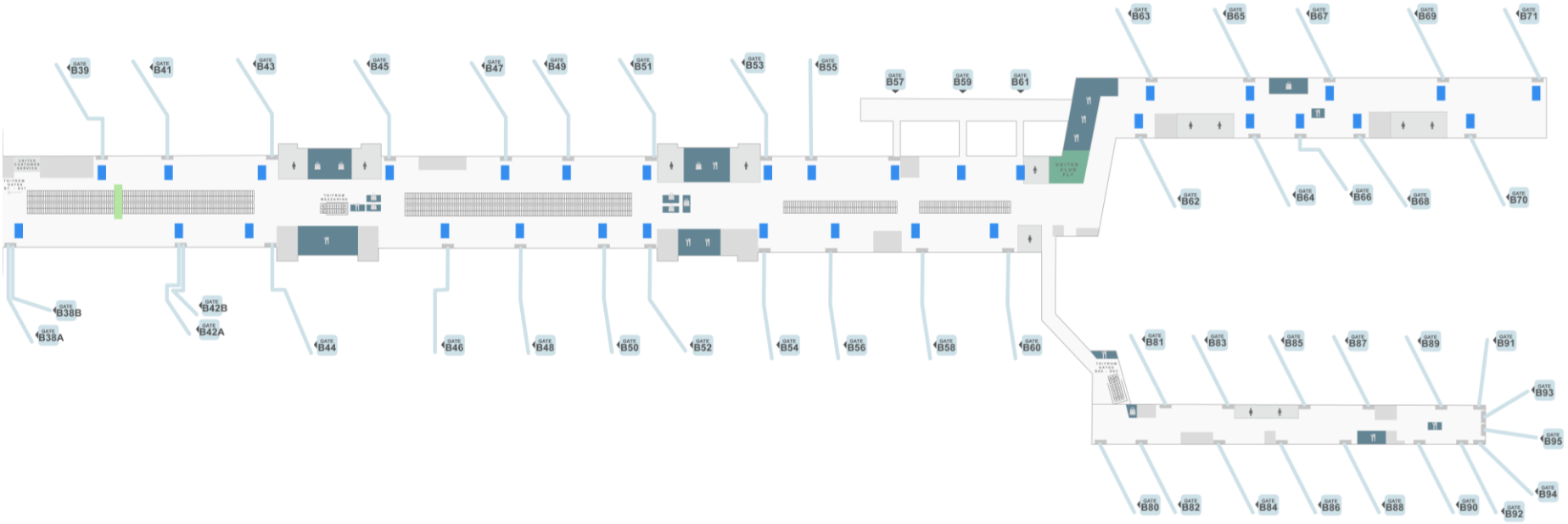
Digital Spectacular Network
Digital Gate Blade Signs





CONCOURSE B - EAST

Digital Spectacular Network
Digital Gate Blade Signs

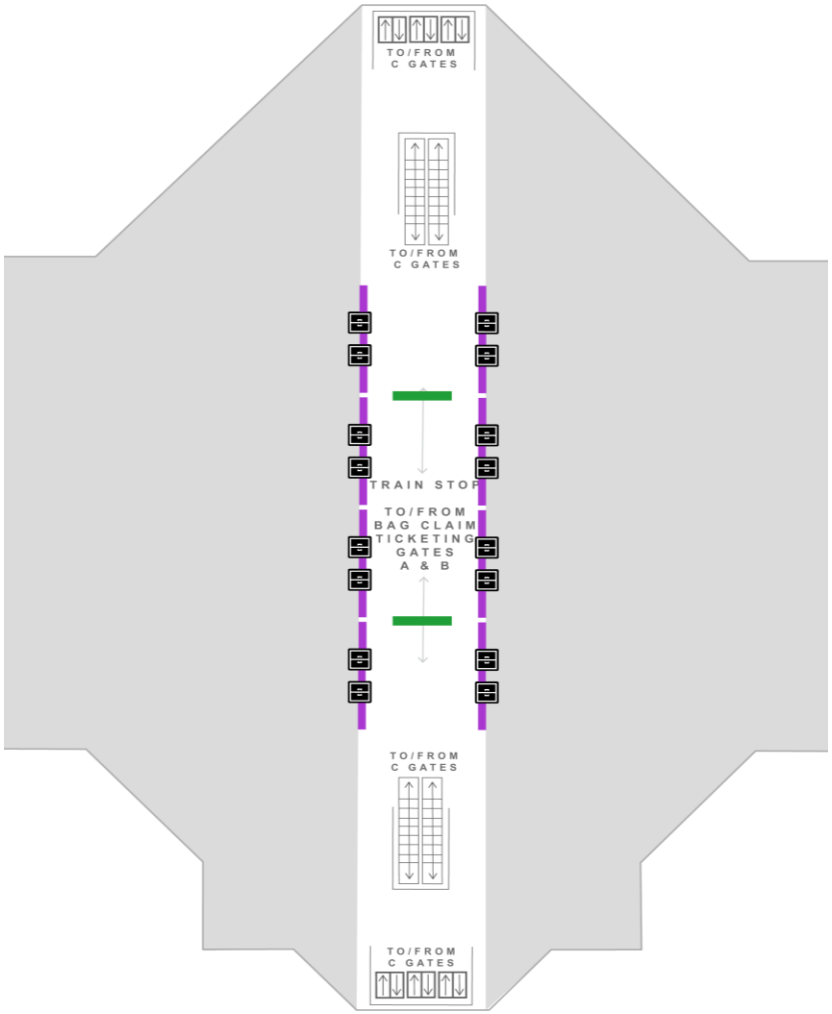


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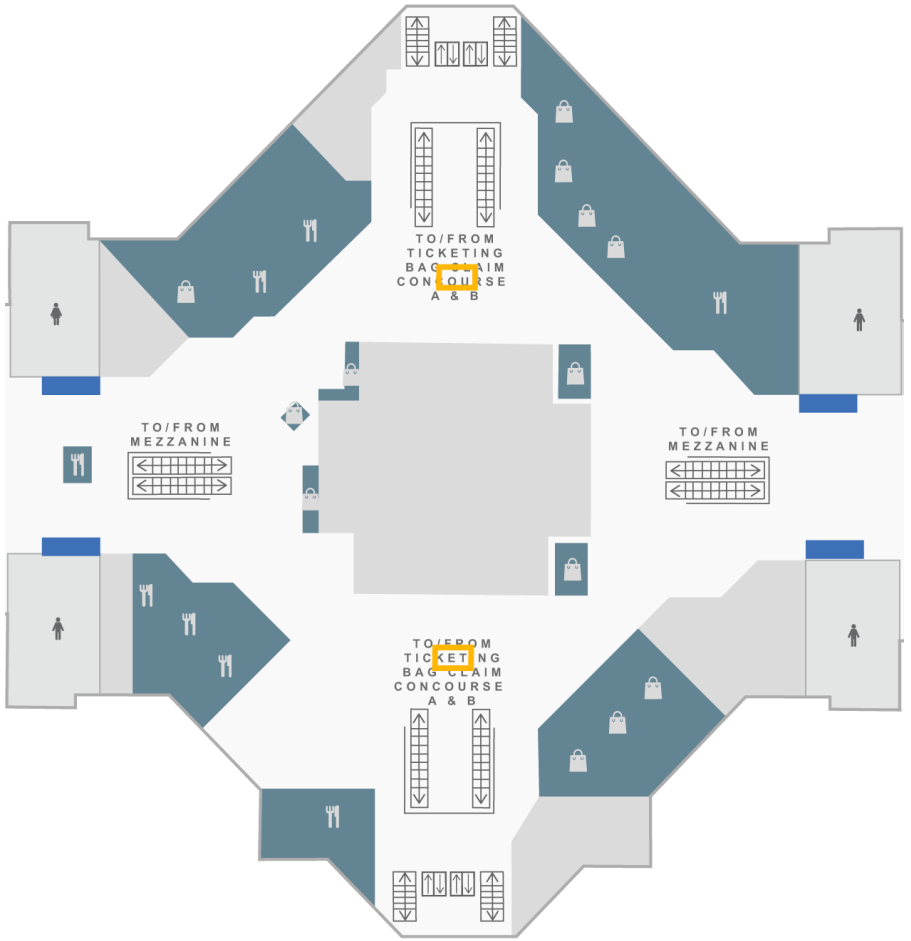
Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

CONCOURSE C – CENTER CORE

Wave Portals
Transit Station Domination
Hydration Station Wraps
Floor Exhibits



CCC - LEVEL 00- CENTER

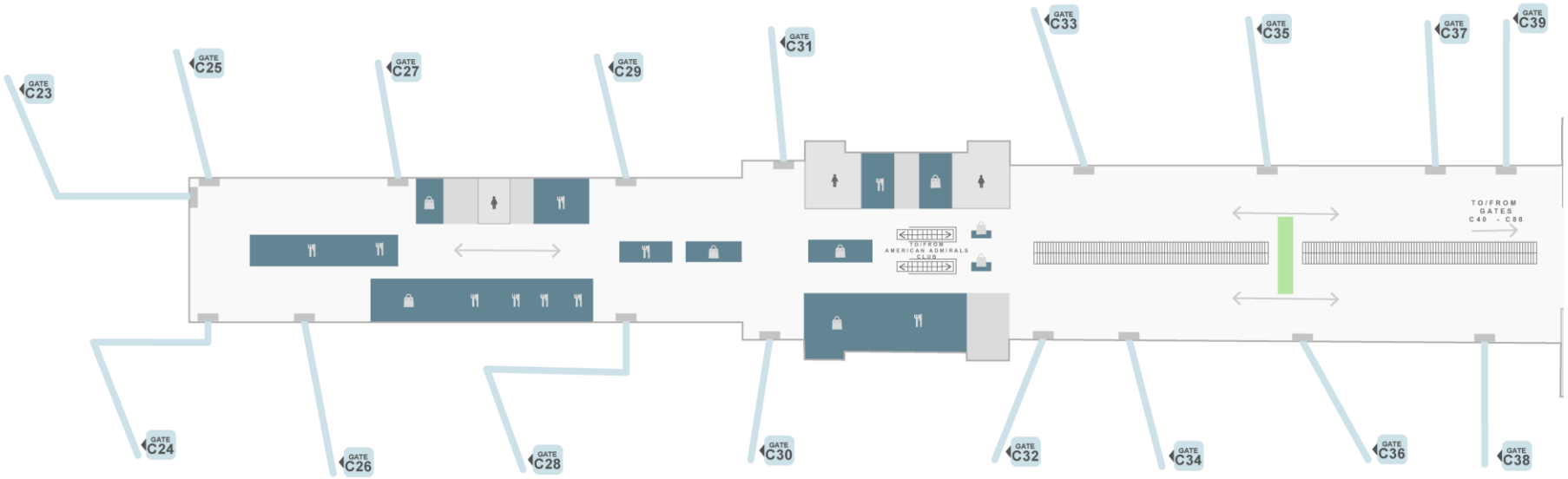


N

CCC - LEVEL 02- CENTER

CONCOURSE C – WEST

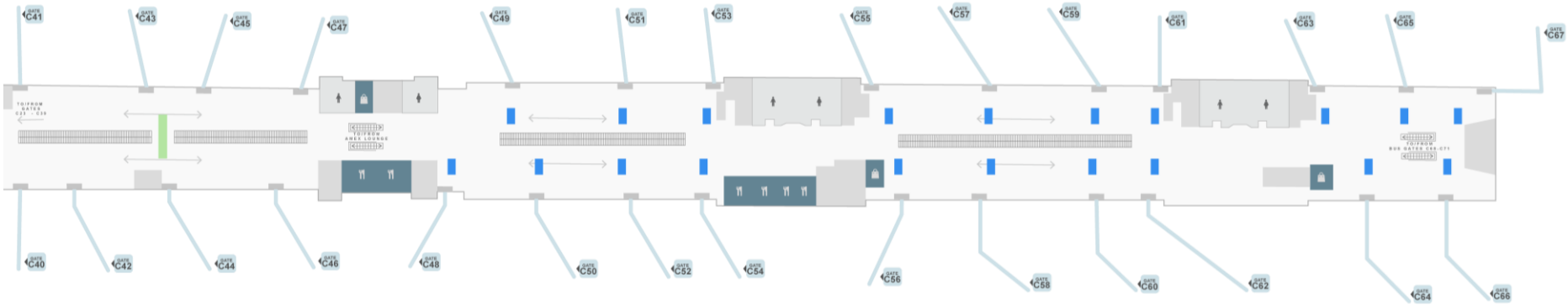
Digital Spectacular Network



N

CONCOURSE C – EAST

Digital Spectacular Network
Digital Gate Blade Signs



N

Exhibit B

Transition and Mobilization Plan

Creation of Team DEN

As stated in sections 2 & 3 we will immediately mobilize the assembled team to engage with DEN at your earliest convenience. The transition plan will address 3 key areas:

Construction and Installation

Upon award, JCDecaux will work with DEN to identify and contract with local minority-owned and/or woman-owned business enterprises, specialized in providing commercial construction services. As our first order of business, JCDecaux will schedule an initial kick off meeting with the relevant representatives and stakeholders from DEN to review the proposed locations and displays. Once the proposed display designs have been reviewed, approved, and determined to be compatible with the nature and character of Denver as reflected in the airports' concourses, other concessions and way-finding systems, JCDecaux will proceed with the completion of construction documents following the DEN tenant guidelines. These will include a complete architectural package including structural, electrical and data engineering to comply with the Rules and Regulations of DEN. At the same time, orders for the manufacturing of the digital displays will be issued, allowing for production within the transition period, subject to finalization of the advertising locations and displays in DEN. Throughout the process, we will work hand-in-hand with our subcontractors to successfully install the new advertising program.

For the Pena Welcome sign our intention would be to replace the LED advertising panels immediately to mitigate down time and ensure impact on revenues is minimized. Please see Appendix 6 Transition and Mobilization Plans for a detailed Design and Construction Schedule.

Continuity of Services

Ensuring revenue continuity during the installation period will be one of our main objectives when organizing the transition plan at Denver International Airport. Immediately upon award, we will reach out to existing advertisers to negotiate the renewal of their contracts and, initially, posting will continue on existing advertising displays in locations that will either remain in the new advertising program or not be impacted by the installation of new displays. Production specifications will be developed immediately for the upcoming inventory of new displays and provided to existing
clients and new prospects together with an expected date of availability. See section 4 for 100 Day Plan.

To preserve revenues and reduce impact to advertisers, the existing advertising estate that is earmarked for removal would remain in place until such time as the new program is installed or replaced. Our team is highly experienced in managing this type of transition, whether upon taking over a new airport or upon installation of a new display program in one of our existing concessions. The benefit of being able to use the existing advertising displays is the next concessionaire's ability to maintain advertising revenue from day one of the contract. For the existing digital advertisers, their creative will be seamlessly transferred to the new digital displays.

Program Launch

The deployment of the new advertising program at DEN will provide a unique opportunity to introduce the Airport to advertisers as a great venue to promote themselves and their products. To maximize this opportunity, we will implement a launch plan followed by systematic, ongoing sales and marketing efforts targeting potential advertisers at the local, regional, national, and international levels.

This launch plan will be preceded by an announcement immediately upon award of the new concession, which will ensure that advertisers set money aside in their budget planning for the new DEN advertising program. Our talented marketing department will prepare specific, high-quality marketing materials and customized case studies to support this all-out effort. We have used this same approach to successfully launch new advertising programs at such airports as Orlando International Airport, Dallas Fort Worth International Airport and Los Angeles International Airport.

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EXHIBIT C

DEN GUIDELINES FOR SIGNAGE AND ADVERTSING ON AIRPORT PROPERTY

[INCORPORATED BY REFERENCE]

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EXHIBIT D

CONCESSIONS HANDBOOK[1]

[INCORPORATED BY REFERENCE]

[1] As applicable to the Advertising Program.

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ACKNOWLEDGMENT AND AGREEMENT

As the Owner/Operator/Regional Manager/General Manager or other designee, I hereby acknowledge and agree to abide by all the terms stated in the Concessions Handbook, including as it may be amended from time to time. It is the responsibility of each Concessionaire to communicate the information contained in the Concessions Handbook to all personnel, contractors, and third-party vendors. Violations will be handled via Articles X and XVI and/or other applicable provisions of the Agreement. The City reserves the right to amend the Concessions Handbook at any time. Concessionaires will be informed of such updates via letter sent to the email provided.

ACKNOWLEDGED AND AGREED:

Concessionaire / Licensee: _____

_____
Name

_____
Signature

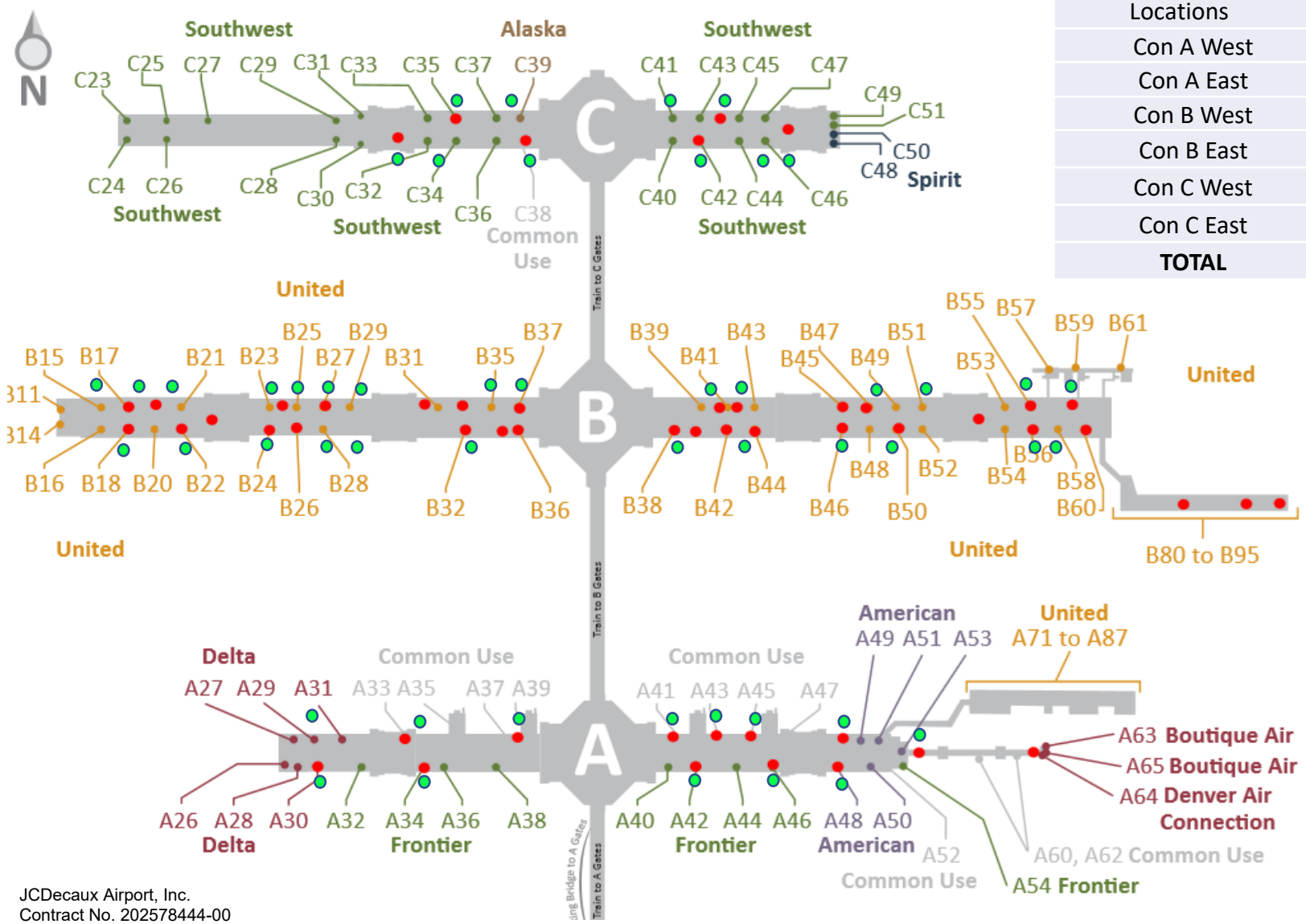
_____
Title

_____
Date

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Exhibit E

RMES KIOSK PROGRAM



Locations	Legacy	Upgraded & New
Con A West	4	5
Con A East	9	8
Con B West	18	15
Con B East	21	12
Con C West	3	5
Con C East	3	5
TOTAL	**58**	**50**

Upgraded & Planned New Kiosk Locations

Legacy Removed Phone Locations

Exhibit F

DEN - Projected Roll-Out

| Weeks | PACKAGE | | 4-May-26 | 11-May-26 | 18-May-26 | 25-May-26 | 1-Jun-26 | 8-Jun-26 | 15-Jun-26 | 22-Jun-26 | 29-Jun-26 | 6-Jul-26 | 13-Jul-26 | 20-Jul-26 | 27-Jul-26 | 3-Aug-26 | 10-Aug-26 | 17-Aug-26 | 24-Aug-26 | 31-Aug-26 | 7-Sep-26 | 14-Sep-26 | 21-Sep-26 | 28-Sep-26 | 5-Oct-26 | 12-Oct-26 | 19-Oct-26 | 26-Oct-26 | 2-Nov-26 | 9-Nov-26 | 16-Nov-26 | 23-Nov-26 | 30-Nov-26 | 7-Dec-26 | 14-Dec-26 | 21-Dec-26 | 28-Dec-26 | 4-Jan-27 | 11-Jan-27 | 18-Jan-27 | 25-Jan-27 | 1-Feb-27 | 8-Feb-27 | 15-Feb-27 | 22-Feb-27 | 1-Mar-27 | 8-Mar-27 | 15-Mar-27 | 22-Mar-27 | 29-Mar-27 | 5-Apr-27 | 12-Apr-27 | 19-Apr-27 | 26-Apr-27 | 3-May-27 | 10-May-27 | 17-May-27 | 24-May-27 | 31-May-27 | 7-Jun-27 | 14-Jun-27 | 21-Jun-27 | 28-Jun-27 | 5-Jul-27 | 12-Jul-27 | 19-Jul-27 | 26-Jul-27 | 2-Aug-27 | 9-Aug-27 | 16-Aug-27 | 23-Aug-27 | 30-Aug-27 | 6-Sep-27 | 13-Sep-27 | 20-Sep-27 |
|---|---|---

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Exhibit G

DENVER INTERNATIONAL AIRPORT
MONTHLY CERTIFIED STATEMENT OF GROSS REVENUE AND MONTHLY INSTALLMENTS OF PERCENT RENTS DUE

YEAR:	2026		
MONTH:		**CONTRACT NUMBER:**	TBD
COMPANY NAME:	JCDeaux Airport, Inc.	**AGREEMENT TYPE:**	Advertising
DBA NAME:	Clear Channel Ads (Airportwide)	**LEASE AGREEMENT ID:**	202578444

MONTHLY SUBMISSIONS

Period	Number of Transactions	Gross Revenues	Deductions	Net Revenues		Percentage Rent		Monthly Minimum Guarantee Rent	Monthly Percent Rent Due	Joint Marketing Fund *(If Applicable)*	Total Due for Activity Invoice
				Reportable Sales Advertising	Total Net Revenue	Percentage Rent Advertising	Total Percent Rent			0%	
January			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
February			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
March			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
April			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
May			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
June			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
July			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
August			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
September			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
October			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
November			$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -
December			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTALS	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

I hereby certify to the City and County of Denver that this is a true and accurate statement of Gross Revenues, Rents Due, and all payments made, and that each of the following is in accordance with the provisions of the Concession Agreement and all statements were prepared in accordance with GAAP.

d

Signature **Title** **Date**

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Denver International Airport

MONTHLY CERTIFIED STATEMENT OF GROSS REVENUES AND DEDUCTIONS

YEAR: 2026
MONTH:
COMPANY NAME: JCDeaux Airport, Inc.
DBA NAME: *Clear Channel Ads (Airportwide)*

CONTRACT NUMBER: *TBD*
AGREEMENT TYPE: *Advertising*
LEASE AGREEMENT ID: *202578444*

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
CREDITS													
Credit Category Name 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 8	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Category Name 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL CREDITS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
DISCOUNTS													
Discount Category Name 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 8	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Discount Category Name 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL DISCOUNTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TAXES													
Tax Category Name 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 8	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tax Category Name 10	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL TAXES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL DEDUCTIONS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

I hereby certify to the City and County of Denver that this is a true and accurate statement of Gross Revenues, Rents Due, and all payments made, and that each of the following is in accordance with the provisions of the Concession Agreement and all statements were prepared in accordance with GAAP.

Signed,

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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EXHIBIT H, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the "Exhibit") is an essential part of the Agreement between the City and Contractor to which this Exhibit is attached. Unless the context clearly requires a distinction between the Agreement and this Exhibit, all references to "Agreement" shall include this Exhibit.

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1. **SERVICE LEVEL AGREEMENTS; FUNCTIONALITY MATRIX**: To the extent the Consultant provides service level commitments in connection with its provision of any Work purchased hereunder, the Consultant shall be fully responsible for the delivery and maintenance of the Work, in whole and/or in part, in accordance with the terms of a service level agreement to be mutually agreed to by the Parties. The Consultant agrees that the Work shall also conform to the functionality matrix to be mutually agreed to by the Parties.
2. **GENERAL TECHNOLOGY SPECIFICATIONS**
   - **2.1. Vendor Supported Releases**: The Consultant shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source.
   - **2.2. Identity Management**: The City's Identity and Access Management ("IdM") system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, and securely. All new and proposed applications must utilize the authentication and authorization functions and components of IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions regardless of where the application is hosted.
   - **2.3. Additional Products or Services**: The Parties acknowledge that the Consultant will continue to enhance and/or modify its existing products or services. To use those enhanced products or services, the City shall be entitled to order those offerings at any time throughout the duration of this Agreement provided the pricing is set out in this Agreement. Once agreed upon by the Parties, additional products or services shall be subject to the same terms and conditions as contained herein and any order placed by the City shall not create any additional binding conditions on the City and shall not act as an amendment of the terms and conditions of this Agreement. If additional products or services are requested by the City, the Parties shall follow the agreed upon order process and if no process is outlined, then the CIO, or other designated Agency personnel, shall be authorized to sign any necessary forms to acquire the products/services on behalf of the City. Additional licenses shall be prorated and co-termed with current licensing contained in this Agreement.
   - **2.4. Reoccurring Security Audits**: Prior to the Effective Date of this Agreement, the Consultant, will at its expense conduct or have conducted the following, and thereafter, the Consultant will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Security Breach: (i) a SSAE 16/SOC 2 or other mutually agreed upon audit of the Consultant's security policies, procedures and controls; (ii) a quarterly external and internal vulnerability scan of the Consultant's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability,

age, and remediation plan for all issues identified as critical or high; and (iii) a formal penetration test performed by qualified personnel of the Consultant's systems and facilities that are used in any way to deliver Work under this Agreement. The Consultant will provide the City the reports or other documentation resulting from the above audits, certifications, scans, and tests within seven (7) business days of the Consultant's receipt of such results. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high or medium. Based on the results and recommendations of the above audits, the Consultant will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation. In addition, the Consultant shall comply with the City's annual risk assessment and the results thereof. The City may require, at the Consultant's expense, that the Consultant perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Consultant's receipt of such results. The Consultant will provide the City the results of the above audits. If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary. The Consultant shall also protect data against deterioration or degradation of quality and authenticity by, at minimum, having a third party perform annual data integrity audits

2.5. **Transition of Services**: Upon expiration or earlier termination of this Agreement or any Work provided hereunder, the Consultant shall accomplish a complete transition of the Services from the Consultant to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services or any other services provided by third parties under this Agreement. The Consultant shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All Services related to such transition shall be performed at no additional to the City. The Consultant shall extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

2.6. **Disaster Recovery and Continuity**

2.6.1. The Consultant shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Consultant, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Consultant to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Consultant shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities where appropriate. Upon

request, the Consultant shall provide the City with a copy of its disaster recovery plan and procedures.

2.6.2. Prior to the Effective Date of this Agreement, the Consultant shall, at its own expense, conduct or have conducted the following, and thereafter, the Consultant will, at its own expense, conduct or have conducted the following at least once per year:

2.6.2.1. A test of the operability, sufficiency, and completeness of business continuity and disaster recovery program's capabilities, processes, and procedures that are necessary to resume and continue to perform its duties and obligations under this Agreement.

2.6.2.2. Based upon the results and subsequent recommendations of the testing above, the Consultant will, within thirty (30) calendar days of receipt of such results and recommendations, promptly modify its capabilities, processes, and procedures to meet its obligations under this Agreement and provide City with written evidence of remediation.

2.6.2.3. Upon request, the Consultant shall provide the City with report summaries or other documentation resulting from above testing of any business continuity and disaster recovery procedures regarding the Services provided under this Agreement.

2.6.2.4. The Consultant represents that it is capable, willing, and able to provide the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.

3. DELIVERY AND ACCEPTANCE

3.1. Acceptance & Rejection: Software, technology services, or other deliverables created and/or delivered pursuant to this Agreement (collectively, "Deliverables") will be considered accepted ("Acceptance") only when the City provides the Consultant affirmative written notice of acceptance that such Deliverable has been accepted by the City. Such communication shall be provided within a reasonable time from the delivery of the Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the City shall be final, except in cases of Consultant's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or the Consultant's gross negligence or willful misconduct. The City may reject a Deliverable if it materially deviates from its specifications and requirements listed in this Agreement or its attachments by written notice setting forth the nature of such deviation. In the event of such rejection, the Consultant shall correct the deviation, at its sole expense, and redeliver the Deliverable within fifteen (15) days. After redelivery, the Parties shall again follow the acceptance procedures set forth herein. If any Deliverable does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. If the City ultimately rejects a Deliverable, or repudiates acceptance of it, the Consultant will refund

to the City all fees paid, if any, by the City with respect to any rejected Deliverable. Acceptance shall not relieve the Consultant from its responsibility under any representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Consultant.

3.2. **Quality Assurance**: The Consultant shall provide and maintain a quality assurance system acceptable to the City for Deliverables under this Agreement and shall provide to the City only such Deliverables that have been inspected and found to conform to the specifications identified in this Agreement and any applicable solicitation, bid, offer, or proposal from which this Agreement results. The Consultant's delivery of any Deliverables to the City shall constitute certification that any Deliverables have been determined to conform to the applicable specifications, and the Consultant shall make records of such quality assurance available to the City upon request.

3.3. **License to Deliverables**: Effective upon Acceptance of each Deliverable, the Consultant grants the City a nonexclusive, royalty-free license to reproduce, modify, display, and use such Deliverable, and all intellectual property rights necessary to use the Deliverable as authorized, as necessary for the City's internal business purposes, provided the City complies with any license restrictions set forth in this Agreement and any attachments thereto. The City will not reverse engineer or reverse compile any part of a Deliverable unless agreed by the Parties in writing.

3.4. **Incorporation of Deliverables**: Upon Acceptance, each Deliverable will thereafter be subject to this Agreement's terms, including without limitation license, warranty, and indemnity terms.

4. WARRANTIES AND REPRESENTATIONS

4.1. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, the Consultant warrants that any Work or Deliverable provided by the Consultant under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable specifications. The Consultant warrants that any Work or Deliverable, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work or Deliverable and the use of City resources and systems. The Consultant's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.

4.2. Upon notice of any defect or material nonconformity, the Consultant shall submit to the City in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility,

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risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:

4.2.1. The Consultant shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the City. The Consultant shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Deliverable; or

4.2.2. The Consultant shall refund to the City all amounts paid for such Work or Deliverable, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.

4.3. Any Work or Deliverable delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

4.4. **Customization Services**: The Consultant warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Consultant, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.

4.5. **Third-Party Warranties and Indemnities**: The Consultant will assign to the City all third-party warranties and indemnities that the Consultant receives in connection with any Work or Deliverables provided to the City. To the extent that the Consultant is not permitted to assign any warranties or indemnities through to the City, the Consultant agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Consultant is permitted to do so under the terms of the applicable third-party agreements.

4.6. **Intellectual Property Rights in the Software**: The Consultant warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Consultant, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Consultant may terminate any or all of the City's licenses to the infringing Deliverable granted in this Agreement and require return or destruction of copies thereof. The Consultant also

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warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Consultant's ability to perform its obligations hereunder.

4.7. Disabling Code: The Work and any Deliverables will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Consultant represents, warrants and agrees that the City will not receive from the Consultant any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Consultant shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

5. ACCESSIBILITY AND WEBSITE COMPLIANCE

5.1. Compliance: The Consultant shall comply with, and the Work and Work Product provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S (collectively, the "Guidelines"). The Consultant shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

5.2. Testing: The City may require the Consultant's compliance to be determined by a third party selected by the City to attest that the Consultant's has performed all obligations under this Agreement in compliance with §§ 24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability as established pursuant to Section § 24-85-103 (2.5), C.R.S.

5.3. Validation and Remediation: The Consultant agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work Product, Service, or Deliverable at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Consultant shall provide a "roadmap" for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

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6. DATA MANAGEMENT, SECURITY, AND PROTECTION

6.1. Compliance with Data Protection Laws and Policies: The Consultant shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Consultant under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Consultant's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq*.; C.R.S., IRS Publication 1075; the Health Information Portability and Accountability Act ("HIPAA"); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services ("CJIS") Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act, the Payment Card Industry Data Security Standard ("PCI-DSS"), and the Minimum Acceptable Risk Standards for Exchanges (collectively, "Data Protection Laws"). If the Consultant becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Consultant shall promptly notify the City. The Consultant shall comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section. The most recent copy is available upon request.

6.2. Safeguarding Protected and Sensitive Information: "Protected Information" means data, regardless of form, that has been designated as sensitive, private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student and education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public under CORA. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Consultant, the Consultant shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to

access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Consultant has been contracted to maintain, store, or process personal information on the City's behalf, the Consultant is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

6.3. **Data Access and Integrity**: The Consultant shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the Data Protection Laws applicable to the Consultant's performance hereunder to ensure the security and confidentiality of data. The Consultant shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of data; restrict access to data as necessary; and ensure the proper and legal use of data. The Consultant shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Consultant shall have no right, title, or interest in City Data obtained in connection with the services provided herein. The Consultant has a limited, nonexclusive license to access and use data as provided in this Agreement solely for the purpose of performing its obligations hereunder. The City retains the right to access and retrieve City Data stored on the Consultant's infrastructure at any time during the Term. All City Data created and/or processed by the Work, if any, is and shall remain the property of the City and shall in no way become attached to the Work, nor shall the Consultant have any rights in or to the City Data without the express written permission of the City. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement. The City retains the right to use the Work to access and retrieve data stored on the Consultant's infrastructure at any time during the Term. Upon written request, the Consultant shall provide the City its policies and procedures to maintain the confidentiality of City Data and Protected Information.

6.4. **Response to Legal Orders for City Data**: If the Consultant is required by a court of competent jurisdiction or administrative body to disclose City Data, the Consultant shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Consultant, the City will promptly provide a copy to the Consultant. Upon notice and if required by law, the Consultant shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.

6.5. **Data Retention, Transfer, Litigation Holds, and Destruction**: Using appropriate and reliable storage media, the Consultant shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the City's data and record retention policies. All City Data shall be encrypted in transmission, including by web

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interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. The Consultant shall not transfer or maintain data under this Agreement outside of the United States without the City's express written permission. Upon termination of this Agreement, the Consultant shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Consultant is required by law to retain data, including Protected Information. Upon the City's request, the Consultant shall confirm, by providing a certificate, the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Consultant's exclusive custody, the City may request, at not additional cost to the City, that the Consultant preserve such data outside of record retention policies. The City will promptly coordinate with the Consultant regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Consultant shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Consultant shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable. The Consultant and its third-party services providers must develop and maintain a written policy for the destruction of such records.

6.6. **Software and Computing Systems**: At its reasonable discretion, the City may prohibit the Consultant from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information received under this Agreement. The Consultant shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Consultant shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Consultant shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving industry standards The Consultant shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections. The Consultant shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a security threat.

6.7. **Background Checks**: The Consultant shall ensure that, prior to being granted access to Protected Information, the Consultant's agents, employees, SubConsultants, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual

instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Consultant will have access to federal tax information ("FTI") under this Agreement, the Consultant shall comply with the background check and other provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. § 552a, *et. seq*., related to federal tax information.

6.8. **SubConsultants and Employees**: If the Consultant engages a SubConsultant under this Agreement, the Consultant shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Consultant shall monitor the compliance with such obligations and remain responsible for its SubConsultant's compliance with the obligations of this Agreement and for any of its SubConsultants acts or omissions that cause the Consultant to breach any of its obligations under this Agreement. Unless the Consultant provides its own security protection for the information it discloses to a third party, the Consultant shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentially of any disclosed data shall apply equally to both the Consultant and any of its SubConsultants, agents, assigns, employees, or volunteers. Upon request, the Consultant shall provide the City copies of its record retention, data privacy, and information security policies. The Consultant shall ensure all SubConsultants sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force so long as the SubConsultant has access to any data disclosed under this Agreement. Upon request, the Consultant shall provide copies of those signed nondisclosure agreements to the City.

6.9. **Security Audit Access**: The Consultant shall permit the City reasonable access and shall provide the City with information reasonably required to assess the Consultant's compliance with its security and confidentiality obligations under this Agreement. Such access and information shall include an annual SSAE 16/SOC 2 audit, or an alternative audit recommended by the City, and the Consultant shall comply with the City's annual risk assessment and the results thereof. To the extent the Consultant controls or maintains information systems used in connection with this Agreement, the Consultant shall provide the City with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or

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reasonably requested by the City. The Consultant will remediate any vulnerabilities to comply with its obligations hereunder.

6.10. Unauthorized Data Disclosure

6.10.1. **Security Breach**: If the Consultant becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data, Protected Information, or other data maintained or provided by the City ("Security Breach"), the Consultant shall notify the City in the most expedient time and without unreasonable delay but no less than forty-eight (48) hours. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City's system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Consultant shall be immediately followed by a written notice to the City. The Consultant shall maintain documented policies and procedures for Security Breaches including reporting, notification, and mitigation.

6.10.2. **Cooperation**: The Consultant shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and as required by law. The Consultant shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Consultant shall not be obligated to disclose confidential business information or trade secrets. Unless the Consultant can establish that neither it nor any of its agents, employees, assigns, or SubConsultants are the cause or source of the Security Breach, the Consultant shall indemnify, defend, and hold harmless the City for all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach and any required lawful notices.

6.10.3. **Reporting**: The Consultant shall provide a written report to the City that identifies: (i) the nature of the unauthorized use or disclosure; (ii) the data used or disclosed; (iii) the parties responsible for the Security Breach (if known); (iv) what the Consultant has done or shall do to mitigate the effect of the Security Breach; and (v) what corrective action the Consultant has taken or shall take to prevent future Security Breaches. Except as expressly required by law, the Consultant will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.

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6.10.4. **Costs**: Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, the Consultant will promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Security Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach.

6.10.5. **Remediation**: After a Security Breach, the Consultant shall take steps to reduce the risk of incurring a similar type of Security Breach in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. The City may adjust or direct modifications to this plan, and the Consultant shall make all reasonable modifications as directed by the City. The City may, in its sole discretion and at the Consultant's sole expense, require the Consultant to engage the services of an independent, qualified, City-approved third party to conduct a security audit. The Consultant shall provide the City with the results of such audit and evidence of the Consultant's planned remediation in response to any negative findings. Implementation of corrective actions to remedy the Security Breach and restore the City's access to the Work shall occur within five (5) calendar days of the date the Consultant becomes aware of any Security Breach.

6.11. **Request for Additional Protections and Survival**: In addition to the terms contained herein, the City may reasonably request that the Consultant protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Consultant may reasonably decline the City's request to provide additional protections. If such a request requires the Consultant to take steps beyond those contained herein, the Consultant shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Consultant to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentially of any disclosed data shall survive termination of this Agreement, and the

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Consultant shall continue to safeguard all data for so long as the data remains confidential or protected and in the Consultant's possession or control.

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EXHIBIT I

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
PROFESSIONAL SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: DENCOI@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability
   Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of $1,000,000 each occurrence, $2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of $2,000,000 annual per location aggregate must be maintained.

   a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
   b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
   c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.

2. Business Automobile Liability
   Contractor shall maintain a minimum limit of $1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

   a. If operating vehicles unescorted airside at DEN, a $10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
   b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
   c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened

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Pollution Endorsement and an MCS 90 endorsement on its policy.

d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.

e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

   a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

5. Professional Liability (Errors and Omissions) Insurance
Contractor shall maintain a minimum limit of $1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.

6. Media Professional Liability
Contractor shall maintain a minimum limit of $1,000,000 per occurrence and $1,000,000 annual policy aggregate covering claims involving libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design.

7. Technology Errors and Omissions
Contractor shall maintain a minimum limit of $1,000,000 per occurrence and $1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.

   a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

8. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

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a. Express written permission must be granted by DEN.
b. Express written permission must be granted by the Federal Aviation Administration (FAA).
c. Drone equipment must be properly registered with the FAA.
d. Drone operator(s) must be properly licensed by the FAA.
e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

9. Excess/Umbrella Liability
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per

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occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

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K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

DEN ROCIP Safety Manual

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

DEN ROCIP Insurance Manual
DEN ROCIP Claims Guide

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

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Attachment 1, Part 4 ACDBE Forms

ACDBE FORMS

The ACDBE forms which apply to this agreement are
contained in the pages immediately following this page.

Note: Proposers must upload the section as a separate file from their proposal in BidNet.

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ACDBE COMMITMENT FORM

Program Benefit for: Advertising (*Concession Type*) Airport Wide Advertising RFP No. 202578444 (*Name of Concession Opportunity*)

SECTION A – CONCESSIONAIRE INFORMATION

Name of Firm: JCDecaux Airport, Inc.

Address: 350 Fifth Avenue, 73rd Floor.

City: New York State: New York Zip: 10118

Email: alan.sullivan@jcdecaux.com

Is your firm ACDBE Certified? ☐ Yes (If yes, attach certification letter) ☒ No

SECTION B – ACDBE COMMITMENT

The ACDBE goal on this concession is 2 %.

NOTE: DEN will only credit ACDBE participation that is certified as such by the City and County of Denver or the Colorado Department of Transportation.

The undersigned Concessionaire has satisfied the ACDBE concession requirements in the following manner (please check the appropriate space).

- ◉ The Concessionaire is committed to a minimum of 2 % ACDBE goal utilization on this concession contract which meets or exceeds the ACDBE goal on this concession opportunity. The amount and type of participation proposed will become a firm commitment in the Concessions Lease Agreement.
- ○ The Concessionaire, is unable to meet the ACDBE goal, is committed to a minimum of _____% ACDBE utilization on this Concession Lease Agreement and submits its documentation demonstrating good faith efforts.
- ○ The Concessionaire is unable to meet the ACDBE goal and submits documentation demonstrating good faith efforts.

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Identify ACDBE sub-concessionaire, ACDBE joint venture partner, ACDBE equity partnership or other legal ACDBE business arrangement that meets ACDBE goal and eligibility standards in 49 CFR Part 23.

Name and Address of ACDBE Firm	Role of ACDBE	% Level of Participation
J. Perez Associates, Inc.	Installation & Maintenance services	2%

(Use Additional Sheets if Necessary)

ACDBE UTILIZATION – VENDOR/SUPPLIERS OPPORTUNITIES

NOTE: An ACDBE Letter of Intent must be submitted for all ACDBE suppliers listed below. Attach copy of the ACDBE Certification Letter for all ACDBEs, regardless of participation type. Complete only if suppliers will be used to meet any portion of the ACDBE goal.

List all actual and anticipated major vendors/suppliers; include both ACDBE and non-ACDBE, to be utilized on the concession (use additional sheets if necessary). Examples: Janitorial services, accounting services, HR services, etc.

NOTE: DEN will only credit ACDBE participation that is certified as such by the City and County of Denver or the Colorado Department of Transportation.

Name and Address of Company	Business Area	Work to be Performed or Goods/Services to be Provided	Estimated Amount ($)	ACDBE Y	ACDBE N	LOI & Cert. Letter Attached
J. Perez Associates, Inc., 11837 E Smith Avenue, Suite 200, Santa Fe Springs, CA 90670, Inc. 11837	541850, 541870	Installation & Maintenance	$550,000 per annum	◉	○	☑
				○	○	☐
				○	○	☐
				○	○	☐

(Use Additional Sheets if Necessary)

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N/A

SECTION C – GOOD FAITH EFFORTS

NOTE: Complete only if the ACDBE goal was not achieved.

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in at empting to achieve the concession specific ACDBE goal. Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

GOOD FAITH EFFORT QUESTIONS	YES	NO
1. If applicable, did you at end the pre-proposal conference? N/A	☐	☐
2. Did your firm request and obtain a copy of the certified ACDBE firms? N/A	☐	☐
3. Were ACDBE firms contacted or solicited for concession participation? Provide listing of solicited ACDBE firms with whom contact was made. Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. **(Include as an attachment)** N/A	☐	☐
4. Was direct contact made with the DEN ACDBE office? If yes, please identify date/person contacted and assistance sought. **(Include as an attachment)** N/A	☐	☐
5. Were ACDBE support agencies/associations contacted for ACDBE assistance or solicitation (Minority Chambers of Commerce, purchasing councils, contractor groups, etc.)? **(If yes, please include a list of agencies/associations contacted and describe assistance or solicitation provided)** N/A	☐	☐
6. Were concession-related opportunities to this project advertised in minority/women newspapers and trade journals? **(If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)** N/A	☐	☐
7. Were copies of the concession RFP furnished to any ACDBEs? N/A	☐	☐
8. Were efforts made to assist interested ACDBEs in obtaining bonding, insurance, or line of credit? **(Please detail any assistance that was provided or if they were referred, to whom)** N/A	☐	☐
9. Were efforts made to define additional elements of the work proposed to be performed by ACDBEs in order to increase the likelihood of achieving the ACDBE goal? **(If yes, attach documentation outlining these efforts)** N/A	☐	☐
10. Were any ACDBE negotiations and/or bids received but rejected? **(Identify company name, contact person, telephone number, date, trade area and the reason for rejecting the proposal or bid and include as an attachment)** N/A	☐	☐
11. Were any other effort(s) made aimed at involving ACDBEs? **(Include as an attachment)**: (a) Identify any specific efforts to divide the work, in accordance with normal industry practices, to allow maximum ACDBE participation. N/A (b) Discuss joint ventures initiatives, requesting second-tier ACDBE subcontracting, etc., if any. (c) List all other good faith efforts employed, please elaborate. (d) Discuss types of participation considered. If any methods were not pursued, please provide the rationale behind this decision.	☐	☐

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SECTION D - AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONCESSION AGREEMENT.

Name and Title of Authorized Official: Alan Sullivan

Signature: 

Date: July 17, 2025

For Questions:
Please email DEN-ACDBE@flydenver.com

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LETTER OF INTENT

Name of Concession: Airport Wide Advertising

Name of Concessionaire: JCDecaux Airport, Inc.

Address: 350 Fifth Avenue, 73rd Fl.

City: New York State: New York Zip: 10118

Telephone: 646.834.1372 Email: alan.sullivan@jcdecaux.com

Name of ACDBE Firm: J. Perez Associates, Inc.

Address: 11837 E. Smith Avenue, Suite 200

City: Santa Fe Springs State: CA Zip: 90670

Telephone: 562.424.1975 Email: tony@jperez.com

Legal arrangement with ACDBE firm:

x Subcontract

___ Joint Venture

___ Other: _____

Description of work to be performed or location(s) to be operated by ACDBE firm:

J.Perez Associates, Inc. will provide installation and maintenance services for the advertising inventory at Denver International Airport.

The Concessionaire is committed to utilizing the above named ACDBE for the work described above.

The estimated percentage of this work is 2 % of total contract sales volume.

AFFIRMATION

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:		President & Co-CEO	7/17/2025
	Concessionaire Signature	Title	Date
By:		President	7/17/2025
	ACDBE Signature	Title	Date

For Questions: Please email DEN-ACDBE@flydenver.com

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JOINT VENTURE AFFIDAVIT

"The Undersigned swears that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the Undersigned covenant and agree to provide the City and County of Denver (the City) current, complete, and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the City or Federal funding agency, if applicable. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initialing action under Federal or State laws concerning false statements".

JOINT VENTURE INFORMATION	
Joint Venture Name: N/A	Number of Partners: N/A
Joint Venture Contact: N/A	Contact Email: N/A

PARTNER 1

Name of Firm: N/A	Ownership %: N/A
Print Name: N/A	Title: N/A
Signature: N/A	Date: N/A

NOTARY PUBLIC

County of: N/A	State of: N/A	My Commission Expires: N/A
Subscribed and sworn before me this _____ Day of _____, 20 _____		Notary Seal
Notary Signature: N/A		
Address: N/A		

PARTNER 2

Name of Firm: N/A	Ownership %: N/A
Print Name: N/A	Title: N/A
Signature: N/A	Date: N/A

NOTARY PUBLIC

County of: N/A	State of: N/A	My Commission Expires:
Subscribed and sworn before me this _____ Day of _____, 20 _____		Notary Seal
Notary Signature: N/A		
Address: N/A		

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PARTNER 3

Name of Firm: N/A	Ownership %: N/A
Print Name: N/A	Title: N/A
Signature: N/A	Date: N/A

NOTARY PUBLIC

County of: N/A	State of:	My Commission Expires:
Subscribed and sworn before me this _____ Day of _____, 20 _____		Notary Seal
Notary Signature: N/A		
Address: N/A		

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ACDBE JOINT VENTURE ELIGIBILITY FORM

Joint Venture means an association of two (2) or more business enterprises to constitute a single business enterprise to operate a concessions contract on City and County of Denver property for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and whose share in the capital contribution, control, management responsibilities, risks and profits of the joint venture are equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the joint venturers and their relationship and responsibility to the contract.

DEN requires the following information be provided from participants of a prospective joint venture, to assist in evaluating the proposed joint venture. This Joint Venture Eligibility form and the Joint Venture Affidavit apply if ACDBEs participate in this joint venture.

Please return this form, the Joint Venture Affidavit, a copy of your Joint Venture Agreement and any other documentation required by DEN. **If you have questions regarding this process, please email DEN-ACDBE@flydenver.com.**

Joint Venture Information			
Name: N/A		Contact Person: N/A	
Address: N/A	City: N/A	State: N/A	Zip: N/A
Email Address: N/A		Phone: N/A	

Joint Venture Participants			
Name: N/A		Contact Person: N/A	
Address: N/A	City: N/A	State: N/A	Zip: N/A
Email Address: N/A		Phone: N/A	
% Ownership N/A	ACDBE Certifying Entity N/A	ACDBE Certification Date N/A	
Type of Work for which Certification was granted:			

Name: N/A		Contact Person: N/A	
Address: N/A	City: N/A	State: N/A	Zip: N/A
Email Address: N/A		Phone: N/A	
% Ownership: N/A	ACDBE Certifying Entity: N/A	ACDBE Certification Date: N/A	
Type of Work for which Certification was granted:			

Name: N/A		Contact Person: N/A	
Address: N/A	City: N/A	State: N/A	Zip: N/A
Email Address: N/A		Phone: N/A	

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% Ownership: N/A	ACDBE Certifying Entity: N/A	ACDBE Certification Date: N/A

Type of Work for which Certification was granted:

General information

ACDBE Initial Capital Contributions: $ %

Future capital contributions (explain requirements) (at ach additional sheets if necessary):

N/A

Source of Funds for the ACDBE Capital Contributions:

N/A

Describe the portion of the work or elements of the business controlled by the ACDBE or DBE (at ach additional sheets if necessary):

N/A

Describe the portion of the work or elements of the business controlled by non- ACDBE or DBE: (at ach additional sheets if necessary)

N/A

Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant:

N/A

b. Non-ACDBE joint venture participant:

N/A

Describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant:

N/A

b. Non-ACDBE joint venture participant:

N/A

Which firm will be responsible for accounting functions relative to the joint venture's business?

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N/A

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?

N/A

Please provide information relating to the approximate **number** of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non- ACDBE or joint venture:

	Non-ACDBE/DBE	ACDBE	JOINT VENTURE
Management	N/A	N/A	N/A
Administrative	N/A	N/A	N/A
Support	N/A	N/A	N/A
Hourly Employees	N/A	N/A	N/A

Please provide the name of the person who will be responsible for hiring employees for the ***Joint Venture***.	N/A
Who will they be employed by?	N/A

Are any of the proposed joint venture employees currently employees of any of the joint venture partners? N/A ◯ Yes ◯ No

If yes, please list the number and positions and indicate which firm currently employs the individual(s), (use additional sheets if necessary)

Number of Employees	N/A	**Position**	**Employed By**
		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A

Attached a copy of the proposed joint venture agreement, promissory note and/or loan agreement (if applicable), and any and all written agreements between the joint venture partners.

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved.

N/A	N/A
N/A	N/A

If there are any significant changes in or pertaining to this submittal, the joint venture members must immediately notify DEN

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Exhibit K

DATE:

IRREVOCABLE LETTER OF CREDIT NO._____:

BENEFICIARY:
CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT
AIRPORT PROPERTY OFFICE/AIRPORT OFFICE BLDG.
8500 PENA BOULEVARD, ROOM 9870
DENVER, COLORADO 80249-6340

APPLICANT:
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

LADIES AND GENTLEMEN:

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT FOR THE ACCOUNT OF _____, FOR UP TO THE AGGREGATE AMOUNT OF $7,500,000.00 USD (SEVEN MILLION FIVE HUNDRED THOUSAND AND NO/100 U.S. DOLLARS) AVAILABLE SOLEY BY YOUR DRAFT(S) AT SIGHT DRAWN ON US AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, IF ANY.

2. BENEFICIARY'S SIGNED AND DATED STATEMENT READING AS FOLLOWS:

> "DENVER'S CHIEF EXECUTIVE OFFICER HAS DECLARED A DEFAULT OR VIOLATION UNDER THE ADVERTISING LICENSE AGREEMENT BETWEEN THE CITY AND COUNTY OF DENVER AND JCDECAUX AIRPORT, INC., AT DENVER INTERNATIONAL AIRPORT" AND/OR "THE RULES AND REGULATIONS FOR THE MANAGEMENT, OPERATION, CONTROL AND USE OF THE DENVER MUNICIPAL AIRPORT SYSTEM, ADOPTED JANUARY 11, 1994, WITH SUCH AMENDMENTS,REVISIONS,ADDITIONS AND EXTENSIONS AS MAY FROM TIME TO TIME BE ADOPTED ("AIRPORT RULES AND REGULATIONS") AND/OR THE DENVER INTERNATIONAL AIRPORT TENANT

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DEVELOPMENT GUIDELINES AS FROM TIME TO TIME THEY MAY BE AMENDED, REVISED OR SUPPLEMENTED."

PARTIAL DRAWINGS ARE ALLOWED.

ALL DRAFTS DRAWN MUST BE MARKED “DRAWN UNDER SOCIETE GENERALE LETTER OF CREDIT NO._____DATED_____.”

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ADDITIONAL PERIOD(S) OF ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE UNLESS AT LEAST 45 (FORTY-FIVE) DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTIFICATION TO YOU BY OVERNIGHT COURIER, THAT WE ELECT NOT TO CONSIDER THE EXPIRATION DATE OF THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY ENGAGE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION FOR PAYMENT OF THIS ORIGINAL LETTER OF CREDIT AND THE ABOVE SPECIFIED DOCUMENT AT THIS OFFICE BEFORE THE CLOSE OF OUR BUSINESS ON OR BEFORE _____. PURSUANT TO U.S. LAW WE ARE PROHIBITED FROM ISSUING, TRANSFERRING, ACCEPTING OR PAYING LETTERS OF CREDIT TO ANY PARTY OR ENTITY IDENTIFIED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPT. OF TREASURY, OR SUBJECT TO THE DENIAL OF EXPORT PRIVILEGES BY THE U.S. DEPT. OF COMMERCE.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 AND AS TO MATTERS NOT GOVERNED BY THE REFERENCED DOCUMENTS, THIS CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

ALL CORRESPONDENCE AND ANY DRAWINGS HEREUNDER ARE TO BE DIRECTED TO SOCIETE GENERALE, 480 WASHINGTON BLVD., 20TH FLOOR, JERSEY CITY, NJ 07310 ATTN: TRADE FINANCE OPERATIONS, EMAIL: US-CTY-LCDEPARTMENT@SGCIB.COM

SOCIETE GENERALE

_____ _____

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

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Exhibit L

This response to the Request for Proposal includes trade secrets or other proprietary data

JCDecaux

Response *of* JCDecaux *to*

Request for Airport Wide Advertising No. 202578444

Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340
July 2025

Steven Joyce, Contract Administrator (CA)
Contract.Procurement@flydenver.com



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ELEVATED POSSIBILITIES



DEC for DEN

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1
Cover Letter

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1. Cover Letter

Proposer:
JCDecaux Airport, Inc.
350 Fifth Avenue, 73rd Floor
New York, NY 10118

Authorized To Negotiate and Execute Contract:
Name: Alan Sullivan
Telephone: 917-609-8398
Email: Alan.sullivan@jcdecaux.com

JCDecaux is truly excited to present this response to Denver International Airport's (DEN) Request for Proposals for Airport Wide Advertising Program for both Interior and Exterior locations. We believe our proposal demonstrates our understanding of the *Vision 100* strategy and we welcome the opportunity to partner with DEN to deliver on this milestone.

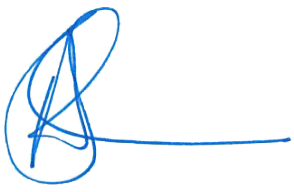
JCDecaux is the largest pure-play Out-of-Home media company in the world, and the global leader in airport advertising. It is no coincidence that we are the preferred media partner for 153 airports, spanning 38 countries, including the world's biggest international hubs like DEN, with audiences of 80 million and over. By creating elevated advertising programs that complement the beauty of their surroundings through the use of the most advanced new technologies available and doing so in a sustainable and equitable way, JCDecaux is driven to provide advertisers the best possible canvas for their brands through development of new initiatives that balance commercial enterprise with our airport partners' vision so that all parties benefit.

Our proposal stands to deliver transformative increases in the payment of both minimum annual guarantees and the percentage share of revenues produced on the advertising assets to DEN, as well as supplementing this offer with the unique benefit to *Visit Denver* of $30 million in global advertising across JCDecaux worldwide inventory as additional compensation.

To respond to this solicitation, we have partnered with J. Perez Associates, Inc., a highly experienced and qualified ACDBE-certified firm to meet and surpass the ACDBE goals of this contract. J. Perez will provide maintenance and operation services for the new advertising program, as they have been doing successfully with JCDecaux for over twelve years at Dallas Fort Worth, Los Angeles and Miami International Airports.

The professionals included in this bid that will form Team DEN are available and committed to creating a successful and enduring partnership for the duration of the contract term. DEC for DEN.

Sincerely,





Alan Sullivan
President & Co-CEO
JCDecaux Airport, Inc.

Jean-Luc Decaux
Co-CEO
JCDecaux Airport, Inc.

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2
Qualifications & Experience

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2. Proposal for Denver International Airport

Qualifications and Experience

Overall Experience:

In 1964 our founder Jean-Claude Decaux had a vision - one that would forever change the face of outdoor media and the provision of city services to constituents - when he invented the concept of advertising-funded street furniture, delivering beautiful bus shelters for the City of Lyon. The world took notice, and JCDecaux became a global phenomenon, inspiring many other service and communication solutions to continue to think big and push the boundaries of possibility.



JCDecaux is the largest pure-play Out-of-Home media company in the world, and the global leader in airport advertising. It is no coincidence that we are the preferred media partner for 153 airports, spanning 38 countries, including the world's biggest international hubs like DEN, with audiences of 80m and over.







We have a well-earned reputation for unparalleled quality and creativity and have implemented first-class advertising programs in nine of the 20 largest and most important international airports. Those facilities include Changi International Airport Singapore, Guangzhou Baiyun International Airport, Dubai International Airport, Shanghai Pudong International Airport, Beijing Capital International Airport, Hong Kong International Airport, London Heathrow Airport, Paris Charles de Gaulle Airport, Sydney Airport and many more.

Here in the United States, JCDecaux has operated advertising programs in airports since 1990 and has an enviable footprint spanning the country's most important ones, including Los Angeles, Dallas Fort Worth, both Houston airports, Miami, Orlando, Boston and almost 50 FBOs.

Over the past eight years we have completed multiple large airport installations. In 2023 alone, JCDecaux completed the installation of new advertising concession programs at Orlando International Airport, George Bush Intercontinental Airport and Miami International Airport. In 2024, we began implementing the terminal redevelopment program in Terminal 4 of Los Angeles International Airport, which is ongoing.

These successfully implemented advertising programs and reinvestments are similar in scope and complexity to the advertising program we are proposing for Denver International Airport. Importantly, the same key team we have selected for the new DEN Advertising Program has been involved with the initial deployment, ongoing operation, and the current advertising programs operated by JCDecaux in the United States and at London Heathrow.

We will bring this experience and JCDecaux's commitment to innovative ideas to Denver International Airport to elevate the airport's advertising program to new heights.

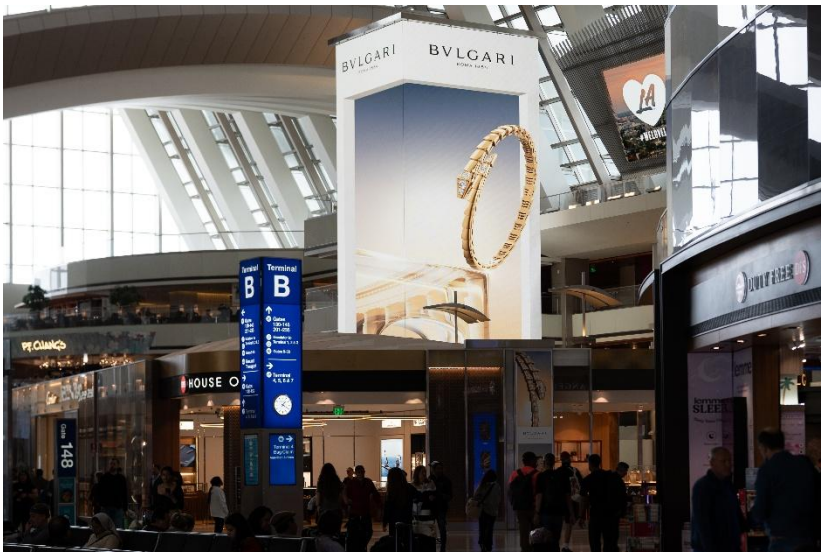
1. **Los Angeles International Airport**
   2024 Fiscal Year Annual Revenue: $55,322,925
   Revenue Growth since 2014: 146%

In December 2013, the City of Los Angeles awarded JCDecaux the Terminal Media Operator Concession Agreement at Los Angeles International Airport. This concession coincided with twelve years of continuous

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material airport construction projects and renovations, including nine terminal renovations and two new terminal buildings. During this period, JCDecaux has transformed the advertising program with advanced digital displays strategically located throughout the passenger journey. Since the start of the concession, the number of digital screens increased 384%, from 50 in 2013 to 242. The digital program now accounts for 80% of total annual revenue, over $40m per annum, and includes the following products:

Iconic Digital Installations: Seven awe-inspiring, architecturally scaled installations that captivate travelers with immersive content. These digital structures range up to 80' tall or 120' wide and transform the airport experience, making every journey through the Great Hall at Tom Bradley International Terminal unforgettable. They were built to create an immersive passenger experience by integrating the media into the terminal's architecture and the reception by all stakeholders has exceeded expectations.



Using our naming convention strategy, these unique opportunities each have their own identity and are asked for by name: Time Tower, Bon Voyage, Portals and Welcome Wall.

Large Format Digital Displays: Since the inception of the current concession agreement, JCDecaux has installed more than 29 large format digital displays integrated into the existing architecture throughout each of LAX's unique ten terminal buildings, creating the ability for advertising to present a coordinated communication throughout the entire airport.

Prestige Digital Network: A mix of 65", 70", 75", and 85" LCD screens are mounted on poles, columns, or cantilevered off walls located in clusters at key touch points throughout the airport, allowing advertisers to reach 100% of domestic passengers and international departures thereby maximizing revenue for the airport.

Digital Charging Stations: Over 30 digital charging stations adorn the gate hold rooms of LAX with each station providing charging opportunities for up to eighteen travelers to recharge personal electronics simultaneously.

The advertising display program at LAX is a world-class initiative that utilizes the latest media technology to maximize revenue for the City of Los Angeles while promoting the region. Additionally, a premium selection of static offerings and dominations has been curated throughout the terminals to compliment the digital advertising program. Despite passenger traffic at LAX not yet recovering to pre-pandemic levels, advertising revenue has exceeded 2019 levels, reaching 111% . The advertising program at LAX continues to be a steady source of non-aeronautical revenue for the Airport Authority.

2. Dallas Fort Worth International Airport
2024 Annual Revenue: $21,535,000
Revenue Growth since first full year of operation (2017): 92%

In 2016, JCDecaux was awarded the Advertising/Sponsorship Concession Agreement at Dallas Fort Worth International Airport. The advertising program brought a new generation of digital displays into the airport, completely transforming the advertising platform and delivering material increases in revenue within the first year of its operation.

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Our digital signage now represents 70% of the interior displays and continues to grow as new terminals are refurbished or built. The digital program at DFW includes:

Prestige Digital Network: Featuring 140 freestanding 85" back-to-back LCD screens integrated into the gate hold room signs. The synchronized screens create a compelling visual effect enhancing the environment with the repetitive nature reinforcing the advertising content.

Digital Arrivals Network: Suspended double-sided screens at each bag claim carousel entertain travelers as they wait for their luggage, making time pass more quickly, all thanks to the dynamic and creative content on the screens.

Digital Spectaculars: High-impact video walls and LED Spectaculars which create a powerful network reaching virtually 100% of departing passengers and complimenting the Prestige Digital Network and Digital Arrivals Network.

Digital Charging Stations: Three-sided digital charging stations provide twenty-seven charging opportunities, custom seating, and three full motion 32" LCD screens which generate revenue for the Airport Authority while also offering services to the traveling public.

3. Orlando International Airport
2024 Fiscal Year Annual Revenue: $13,311,000
Revenue Growth since first start of new contract (2023): 86%

JCDecaux has operated the advertising concession at Orlando International Airport since 1999. Following the award of a new program in 2023, we redesigned the advertising program with a significant digital investment, resulting in spectacular growth, increasing revenue by 95% from 2022 to 2024. This novel program allowed us the opportunity to implement a full-scale, state of the art advertising program that maximized the revenue while enhancing the passengers' experience and showcasing the local community. We followed our Less is More proposition by selecting the best locations, ensuring higher media rates and reducing visual clutter by removing over 67 static locations, the equivalent of 28% of the prior portfolio. MCO's new digital program includes:

Prestige Digital Network: A network of post-security LCD screens that reach 100% of departing passengers. These units are integrated into the different architectures in each part of the Terminals without distracting from wayfinding or the airport's art program.

Digital Arrivals Network: We developed two types of arrivals networks to meet the high demand of clients looking to reach arriving passengers. One network consists of twenty double-sided synchronized LCD screens placed on the carousels while the other is a number of LCD screens on the backwall of the baggage claim area dedicated to local sales and providing our ACDBE sales partner with bespoke inventory at an accessible price point for local clients.

Digital Spectaculars: Large high-resolution LED signs located at key convergence points to reach 100% of arriving passengers. This digital media format allows multiple advertisers to rotate on these premier locations which creates additional revenue for the Airport Authority.

Digital Charging Stations: Newly upgraded charging stations with double-sided 55" screens and providing an upgraded manner to charge electronic devices reaching all passengers traveling in two domestic terminals.

JCDecaux's core values of quality, design and innovation are the hallmark of every aspect of our business. Regular maintenance and cleaning guarantees that our advertising fixtures are kept in optimal condition, complimenting the environment and never detracting from it.

JCDecaux is fully conversant in airport security and logistical challenges in airport airside locations and always builds to the highest standards. We are experienced at, and sensitive to, the restrictions of working in the complex world of airports and international transportation hubs and we work in a manner that avoids disruptions to the airport's stakeholders. Health and safety, sustainable development and the environment in which we are working are our top priorities.

As the industry recovers from Covid, JCDecaux has been able to deliver significant increases in revenue year on year and are now well above the 2019 revenues, even in airports such as LAX, where passenger numbers still have not fully recovered. For reference, below is a chart showing the aggregate gross sales for JCDecaux Airport, Inc.'s U.S. Airports for the last four years:

	2021	2022	2023	2024
Boston Logan International Airport	$4,285,213	$6,699,552	$15,615,032	$12,044,556
Dallas Fort Worth International Airport	$9,697,932	$15,146,312	$21,990,161	$21,596,846
FBOs - Private Aviation Network	$100,000	$579,714	$2,327,412	$3,502,073
Houston Hobby Airport	$1,399,791	$1,917,573	$3,377,786	$3,768,240
Houston Intercontinental Airport	$3,384,735	$5,356,941	$8,763,874	$10,613,615
Los Angeles International Airport	$25,499,702	$46,968,685	$55,057,283	$56,696,434
Orlando International Airport	$5,726,473	$7,508,781	$11,482,142	$14,601,716
Miami International Airport	$5,509,759	$14,930,608	$14,931,683	$17,463,848
Chicago O'Hare International Airport (Exteriors only)	$1,409,422	$1,756,819	$918,339	$2,217,794
Pittsburgh International Airport	$1,286,999	$1,735,122	$1,209,321	$1,050,425
Grand Total	**$58,300,026**	**$102,600,106**	**$135,673,032**	**$143,555,546**

Bidding Entity and Team

The Terminal Advertising Program for DEN will benefit from having the full involvement of JCDecaux North America's corporate headquarters' staff as well as regional and local teams. Additionally, Alan Sullivan, Co-Chief Executive Officer of JCDecaux North America, sits on the Global Airport Steering Committee with representatives from JCDecaux's largest international airports, reporting directly to our most Senior Global Managers and sharing best practices on innovation, design, use of data, services and sales.

The following organizational chart provides details of the structure of the different parties within our organizations, including the corporate, regional and local levels, and how Denver International will be integrated into our structure:

Our Co-Chief Executive Officer, Alan Sullivan, an executive with over two decades of experience in the airport advertising industry who managed one the most successful programs in the JCDecaux Group portfolio at London's Heathrow Airport, will personally be overseeing the launch of the contract to ensure maximum focus and to build the most successful foundation for the new program. The Organizational Chart of the team is provided in Section 3 - Partnership Plan.

Immediately upon award of a new advertising concession at Denver International, JCDecaux will hire a dedicated, local General Manager ("GM"), residing in the Denver area, who will be chard with ensuring the program is always maintained in accordance with the terms of the Contract. We will undertake an immediate search internally and externally, including candidates who may have previous experience at the Airport, to find an exceptional candidate. The new GM will be trained and supervised by our headquarter Operations, Sales and Properties teams. For the first six months of the new term, they will work hand-in-hand to provide daily oversight for the ongoing operation of the advertising concession.

The GM will work closely with Alan Sullivan, our Chief of Operations Nicolas Clochard-Bossuet and our Vice President of Business Development & Airport Properties Pamela Rozell in our corporate office to oversee the

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implementation of the extensive capital plan at DEN working with local M/WBE contractors yet to be determined in partnership with DEN. In connection with maintain our high standard of care of the program, the GM will be working closely with J. Perez, our ACDBE-certified partner, responsible for all maintenance, cleaning and repairs. Moreover, the GM will be supported by a local team responsible for driving local and regional advertising sales.

Nicolas Clochard-Bossuet has been responsible for delivering all of our airport advertising capital projects since 1998. His experience ranges from the Port Authority of New York and New Jersey where he oversaw the integration and delivery of the state of the art advertising program in LaGuardia Terminal B, to the current projects at LAX in Terminal 4 and recently completed Terminals 2 & 3, and all other airports within our portfolio.

Pamela Rozell has over 18 years of experience at JCDecaux and is the property management lead for JCDecaux's advertising programs at Boston Logan, Pittsburgh International, O'Hare International, Orlando International, and Miami International Airports.

From the date of contract award, JCDecaux proposes holding a monthly on-site meeting with DEN staff and our Operations, Properties, Business Development, and Sales departments, plus J. Perez until the new advertising program is up and running. Once the new program is off the ground, monthly on-site meetings will continue and will always include the participation of the three senior managers on the program, the GM, Chief of Operations and our Vice President of Business Development & Airport Properties.

In order to demonstrate existing qualifications within our organization and experience of key personnel who will play a crucial role in our DEN advertising concession, we are including five resumes for our Co-CEO Alan Sullivan, President Airport Sales, Jonathan Davis, Vice President - Business Development & Airport Properties, Pamela Rozell, our Vice-President- Regional Sales, and Anita Dierker, our Regional Vice President of Operations, Tara DeSpain. ***Resumes can be found in Appendix 2 – Qualifications and Experience.***

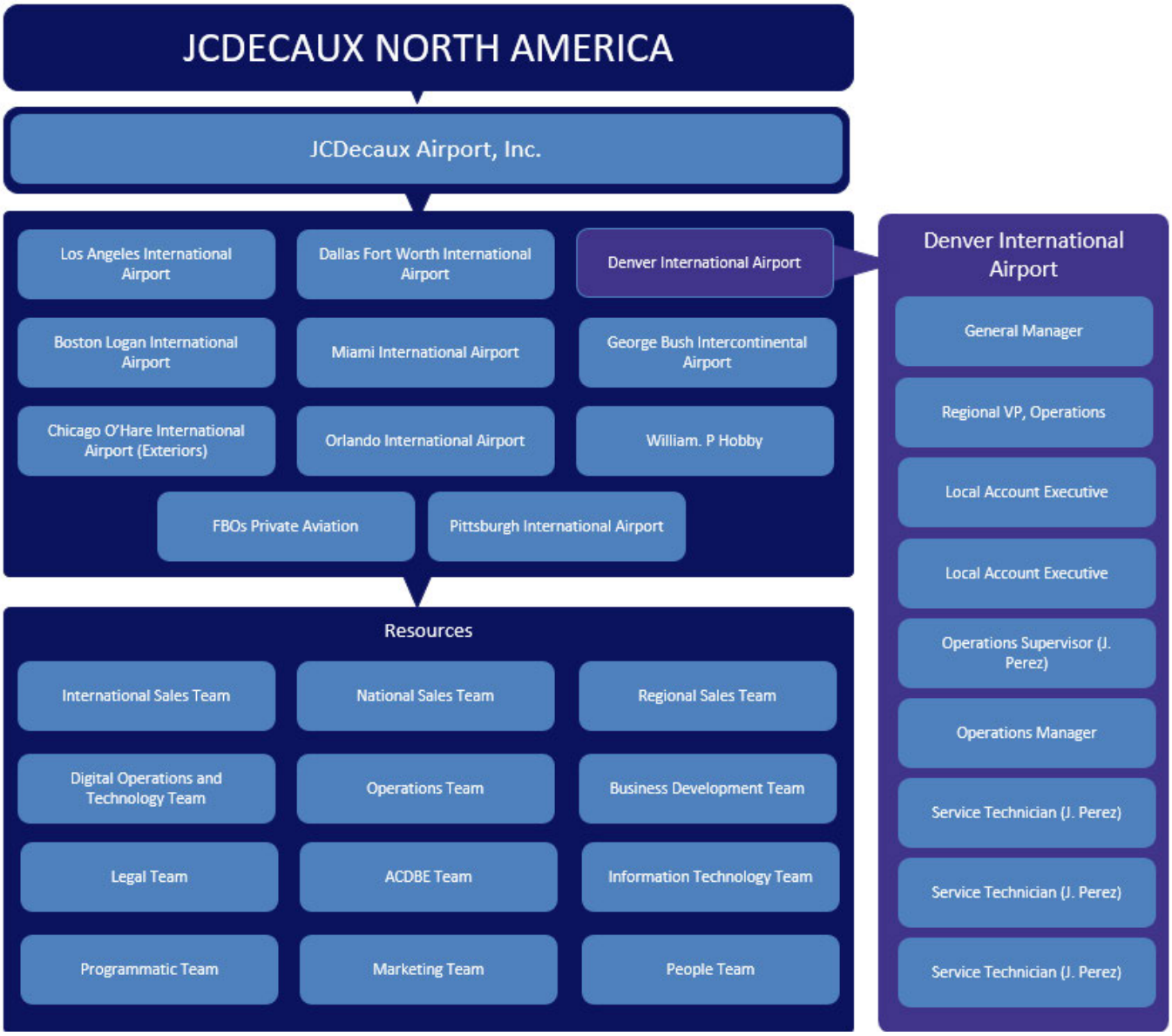
Together, our team stands ready to do our part to support DEN's *Vision 100*.

DEN would be a natural addition to the JCDecaux portfolio both at a national and international level. As stated earlier, JCDecaux represents nine of the largest airports in the world giving it a unique perspective on how to deliver successful programs in hub airports at scale, drawing upon experiences and sharing best practice from across the world on covering sales, marketing and development.

Here in the US, Denver would be the 2nd largest airport by passengers in JCDecaux's North American portfolio, just behind DFW. We believe in of DEN's vision for its future, resulting in DEN surpassing that total and claiming the top spot as our busiest airport, should we be selected.

The chart below depicts our portfolio, the shared resources available to DEN, as well as the dedicated team assembled that would focus specifically on this program.

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Support for ACDBE Goals

JCDecaux is fully committed to meeting and exceeding the two percent ACDBE participation goal established by DEN for this concession. We have long standing experience operating advertising concessions with pre-defined participation goals and positive outcomes through relationships with entities which are certified in various jurisdictions as Airport Concession Disadvantaged Business Enterprises (ACDBE), Minority-Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE and together with MBE, M/WBE), and other similar certifications. Since our first U.S. Street furniture contract, executed nearly three decades ago in San Francisco, JCDecaux has voluntarily teamed with M/WBE enterprises. The majority of contracts in force today in both our airport and street furniture concessions have such participation goals, which JCDecaux takes pride in meeting, even exceeding. JCDecaux has an ongoing structure in place that includes representatives from different departments – Contract Relations, Sales, Operations, Legal, and Compliance – to focus our ACDBE/MBE/WBE requirements and our voluntary commitments. We continue to work on developing new relationships with ACDBE, WBE, MBE, SBE and LBE certified companies that are capable and committed to be part of our airport advertising programs.

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JCDecaux has multiple advertising concession contracts with aspirational ACDBE participation goals. JCDecaux is fully committed to the development of relationships with ACDBE, WBE, MBE, SBE and LBE certified companies that are capable and committed to be part of our airport advertising programs.

JCDecaux Airport will work with J. Perez Associates, Inc. (J. Perez), a highly experienced and qualified ACDBE-certified firm, to not only meet this ACDBE goal, but also to provide the highest level of maintenance services for the new advertising and sponsorship program. In keeping with delivering on the letter of the ACDBE commitment as well as the spirit, J. Perez will be entirely responsible for the management and execution of the maintenance, cleaning and repair program across Denver International Airport.

J. PEREZ ASSOCIATES, INC.

Company Overview

J. Perez Associates, Inc. (J. Perez) is a premier outdoor advertising installation and maintenance firm headquartered in Cerritos, California. Established in 1991 by founder and CEO Joe Perez, the company provides comprehensive installation and maintenance services for all forms of outdoor media, including transit, mall, airport advertising, and specialty graphic displays.

With a network of seven offices located in Washington, D.C., Dallas/Ft Worth (TX), Miami (FL), San Jose (CA), San Diego (CA), Santa Fe Springs (CA) and Cerritos (CA), J. Perez employs a team of 110 professionals with clients specializing in transit and airport advertising.

J. Perez is a certified disadvantaged business enterprise and minority-owned business enterprise (DBE/MBE) with ten transit authorities as well as certified as an Airport Concession Disadvantaged Business Enterprise (ACDBE) in connection with three major national airports J. Perez was most recently certified as an ACDBE by the City of Denver.

Experience and Expertise

With a network of seven offices located in Washington, D.C., Dallas/Ft Worth (TX), Miami (FL), San Jose (CA), San Diego (CA), Santa Fe Springs (CA) and Cerritos (CA), J. Perez employs a team of 110 professionals. The company's clients include leading advertising agencies and printers specializing in transit and airport advertising at such major U.S. airports as Dallas Fort Worth International (DFW), Los Angeles International (LAX), and Miami International (MIA). This longstanding relationship reflects the company's reliability, professionalism, and excellence in service delivery.

Role at DEN

J. Perez will be the exclusive provider of advertising maintenance services for JCDecaux. Under the leadership of President Tony Perez, the company will:

- Hire and manage three local service technicians to provide daily maintenance coverage
- Oversee the cleaning, inspection, and repair of advertising displays and fixtures
- Ensure all work is performed to JCDecaux's quality assurance standards
- Photograph and document installations regularly, uploading content to the JCDecaux Mobops system (a mobile application) in accordance with established protocols

Training and Coordination

To ensure seamless integration, J. Perez will participate in an initial three to six-month training period, including:

- Orientation and role definition meetings with JCDecaux's Digital and Operations teams

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- Hands-on training in preventive and remedial maintenance, troubleshooting, and display configurations
- Instruction on the Mobops mobile system, used to document maintenance activity, upload photos, and report issues in real time
- Detailed review of the advertising inventory, including site numbers, maps, and photos
- Training in identifying and reporting obstructions, damage, and cleanliness issues

Ongoing Collaboration

J. Perez and JCDecaux will jointly develop and implement maintenance schedules tailored to the specific needs of each advertising asset—covering digital displays, interior/exterior cleaning, and repairs. J. Perez is already a registered vendor in Denver and will complete all necessary badging and training requirements set by DEN.

References

Los Angeles International Airport (LAX)

Contact: Denise Sample
Title: Director of Concessions and Tenant Relations
Phone #: 424-646-5154
Email: dsample@lawa.org

Dallas Fort Worth International Airport (DFW)

Contact: Zenola Campbell
Title: Vice President of Concessions
Phone #: 972-973-4830
Email: zcampbell@dfwairport.com

Orlando International Airport (MCO)

Contact: Tracy Connor Harris
Title: Vice President, Concessions
Phone #: 407-825-2042
Email: tharris@goaa.org

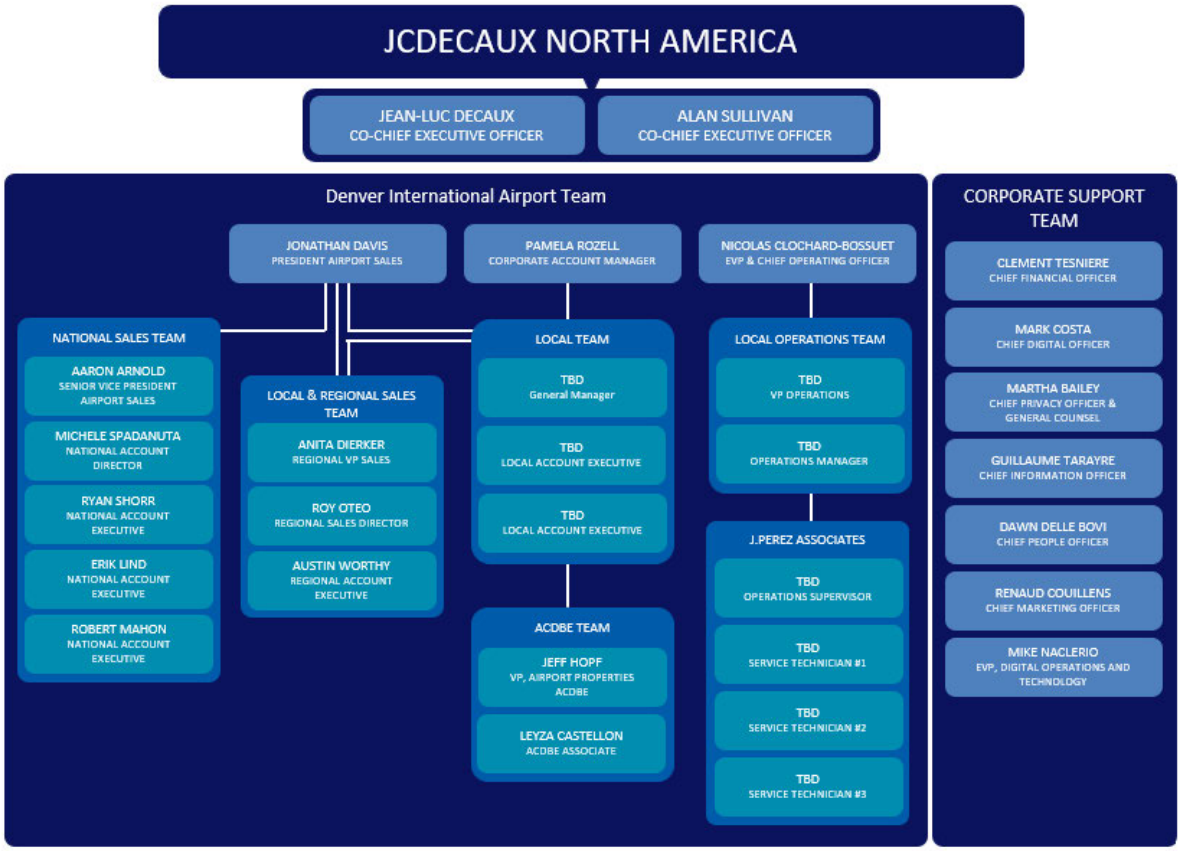
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3
Partnership Plan

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3. Partnership Plan

JCDecaux employs only the most qualified people in the industry. For Denver Airport, we have organized a management team with over 150 years of airport advertising experience to install, maintain, manage, operate and sell what we know will be a most successful advertising program. From senior management to local maintenance technicians; contract administrators to advertising specialists; and national to local sales personnel, JCDecaux's staff includes some of the most widely skilled and seasoned veterans in the out-of-home industry.



Business Development and Properties: Alan Sullivan, Co-Chief Executive Officer of JCDecaux North America, will be the liaison between JCDecaux's corporate Finance, Legal, and Properties departments, our ACDBE partners and the Denver Airport Team. Pamela Rozell, Vice President, Business Development & Airport Properties, will provide daily oversight for the ongoing administration of the advertising concession agreement at DEN and retains responsibility for business and contractual matters.

General Manager: Our to-be-hired General Manager will have responsibility for all operational matters pertaining to the advertising concession. They will manage the initial and ongoing deployment of advertising fixtures throughout the airport and be a daily local resource for DEN.

Sales: Jonathan Davis, President of Airport Sales & Marketing, will provide an overall sales strategy and goal setting in addition to leading our national sales team. Anita Dierker, Vice President - Regional Sales, will provide our local and regional sales team with training, focus and direction. Brendan Donoghue, Director of Programmatic Sales, will deliver and execute a forward-thinking programmatic strategy. Collectively, the sales team will be maximizing advertising revenue for DEN.

New Technologies: Mark Costa, Chief Digital Officer, will focus on continually optimizing the data strategy, data platform, and automation capabilities for this program, as the out-of-home industry continues to evolve thanks to smarter and smarter digital innovations in the era of the Internet of Things (IoT).

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Digital Network: Mike Naclerio, Executive Vice President of Digital Operations, will be responsible for the digital system design, implementation and ongoing supervision, monitoring and troubleshooting of the entire digital display network.

Local Representatives Sales: We will hire two Denver Area residents to serve as our Local Representatives for Sales. Our to-be-hired Local Representatives will work hand-in-hand with Anita, Jonathan, the General Manager and the rest of our team. They will solicit sales from local businesses as well as large corporations headquartered in the Denver region.

Local Operations: Our to-be-hired Local Operations team will oversee the day-to-day management of the advertising concession program. They will have the experience and qualifications necessary to effectively manage operational aspects of our proposed advertising program, including ensuring campaigns are running smoothly and on time and that all aspects of the program are operating at the highest levels.

They will also be available 24 hours per day to respond to the questions and issues that come up and any emergency situations that may arise at any time pertaining to the Advertising Program or the Facilities and will be fully authorized to represent and act on behalf of JCDecaux in all activities. They will have the daily support of our Properties Department and the Head of Operations. Together, they will oversee the installation of the new advertising program and work directly with Business Development, Digital Innovation, and Sales on all projects.

In addition to our own employees, JCDecaux's efforts will be enhanced by the work of our long standing and trusted ACDBE partner J. Perez Associates, Inc.:

Maintenance: J. Perez, a nationally experienced airport services company and a long-time JCDecaux partner, will be responsible for the maintenance of the displays, including cleaning, repairing, and troubleshooting.

Under the direction of Peter Beath, Vice President, J. Perez will provide all posting, maintenance and repair services for the advertising concession. Maintenance Technicians will be on-site eight hours a day seven days per week. J. Perez has provided maintenance services at Dallas-Fort Worth International Airport ("DFW"), Los Angeles International Airport ("LAX"), and Miami-International Airport where they have gained firsthand experience with JCDecaux's equipment, maintenance and quality standards. Mr. Beath began working with JCDecaux over 12 years ago and relocated to Dallas, Texas in 2016 as Manager for the start of our concession at DFW in 2016. J. Perez will hire qualified Denver residents as Maintenance Technicians for the DEN concession. J. Perez is certified by the City and County of Denver as an Airport Concession Disadvantaged Business Enterprise ("ACDBE") and has the qualifications and proven experience necessary to make this an even more successful program. For more details on J. Perez please see Section 2 – Qualifications and Experience.

The advertising program will also benefit from the full involvement of JCDecaux North America's corporate team, including our Sales, Marketing, Operations, Research and Design, Procurement, Finance and Administration, Information Technology, Digital Development, Technology and Legal departments.

Team DEN

In the following section, we would like to present an explanation of the key roles and how they will contribute to the success of the DEN airport advertising business.

Pamela Rozell
Vice President, Business Development & Airport Properties
Over the past eighteen years with JCDecaux, Pamela has participated in every part of the business, developing outstanding skills in the process. As the property management lead for JCDecaux's advertising

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programs at Boston Logan, Pittsburgh International, O'Hare International, Orlando International, and Miami International Airports, Pamela manages all day-to-day matters relating to the advertising concessions, implementing the programs smoothly, efficiently, and safely. For the Denver concession, she will work hand-in-hand with the DEN Concessions team and Local GM, bridging the connection to our Operations, Sales, Advertising Operations, and Digital teams ensuring all new advertising programs run smoothly, safely and efficiently, including that campaigns are successfully launched on time and expired copy is promptly removed. She will also coordinate between DEN and the JCDecaux Material Management, Engineering, and Quality Assurance departments to ensure a timely and smooth installation, as well as providing ongoing business analysis of our program to ensure that we are maximizing revenues throughout the contract term.

Vanessa Bonn
Manager, Business Development & Properties
Vanessa has been instrumental in the ongoing reporting and contractual requirements for our airports nationwide since joining JCDecaux over ten years ago. She will manage all monthly reporting for DEN, creating custom reporting as desired by the DEN Concessions team.

Nicolas Clochard-Bossuet
Chief Operating Officer
As our Chief Operating Officer, Nicolas heads up our Production, Engineering, Purchasing, Digital and Operations teams, having built the operations and industrial department at JCDecaux North America from the ground up over 20 years ago. Since 1998, Nicolas has successfully managed the installation and redesign of more than 50 advertising service programs in over 20 national airports, such cities as Chicago, Boston and New York and malls across the country. Nicolas will supervise the engineering and infrastructure development team from the start all the way to the successful implementation of the advertising fixtures at DEN, including all assembly/fabrication with his keen focus on quality manufacturing.

Tara DeSpain
Regional Vice President of Operations
Responsible for all operational matters of the JCDecaux advertising concession at George Bush Intercontinental and William P. Hobby Airports for the Houston Airports System and United Airlines, and at the Dallas Fort Worth International Airport, Tara has worked in operations for JCDecaux for more than thirty years. She has implemented many large capital projects and focuses on installation projects to retrofit existing inventory throughout the Southwest region. As the regional Head of Operations at DEN, Tara will bring in her extensive expertise in managing installations, removals and refurbishments with a variety of products, including large digital spectaculars, the JCDecaux Prestige Digital Network and large format exterior signage as well as the IT monitoring networks for digital displays in a range of challenging physical environments.

Mark Costa
Chief Digital Officer
Joining JCDecaux almost 10 years ago, Mark leads a cross-functional team responsible for continuously expanding and enhancing our digital platforms and services. His focus is on strengthening the company's data strategy and automation capabilities as the out-of-home industry has moved into an era of the Internet of Things (IoT). Mark is also responsible for addressing the use of smart devices by consumers and their impact on the advertising experience, including bringing interactive experiences to our out-of-home clients, as well as enhanced analytics for improved measurement within our industry.

Mark leads a cross-functional team that is responsible for developing these new digital products and services, as well as collaborating with product and information technologists and advertisers and agencies, which enables us to remain the leader in outdoor advertising innovation, customer satisfaction, and user engagement.

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Mike Naclerio
Executive Vice President, Digital Operations and Technology
Mike and his team are responsible for the design, implementation and ongoing operation of the entire digital display network for JCDecaux North America. For DEN, he will ensure that all digital equipment, hardware and content management software are designed to a 'best-in-class' standard with redundancy to enable proper functionality with no or minimal downtime. Mike will also manage and coordinate all aspects of the deployment of new digital assets, handle procurement, conduct project management, and oversee subcontractor coordination and commissioning. Mike has overseen major installations, including the installation of the new digital advertising program at Los Angeles International Airport, the nation's first public-private network of large-format digital displays along the national highway system in Chicago, and a network of specially-designed first-in-time 84" LCD screens strategically placed in New York City, including on Fifth Avenue as part of our Street Furniture program and our newest product – the Slender, a unique digital display program recently installed along Madison Avenue.

Brendan Donoghue
Director of Programmatic Sales
Brendan Donoghue joined JCDecaux in early 2021 and has increasingly made programmatic sales an important additional buy for our advertising clients. Leveraging the flexibility of the network, Brendan works alongside the Sales and Digital Innovations teams to drive and increase advertising revenue with clients relying on our ability to provide display space through last minute programmatic purchasing.

Jonathan Davis
President, Airport Sales & Marketing
Recently promoted to President, Airport Sales and Marketing, Jonathan joined JCDecaux in 2012 as a National Account Executive in our New York office. He has worked with the top agencies in the country to generate sales and he has successfully nurtured direct relationships with major brands. Jonathan has been instrumental in developing 'outside the box' advertising campaigns with major companies such as Google, Verizon and Microsoft. Many of our clients are large multinational corporations, and Jonathan's team leverages JCDecaux's national and global reach to offer clients integrated advertising programs. During his time with JCDecaux, Jonathan has developed great working relationships with clients, agencies and media specialists and he will use these contacts to maximize revenue at DEN.

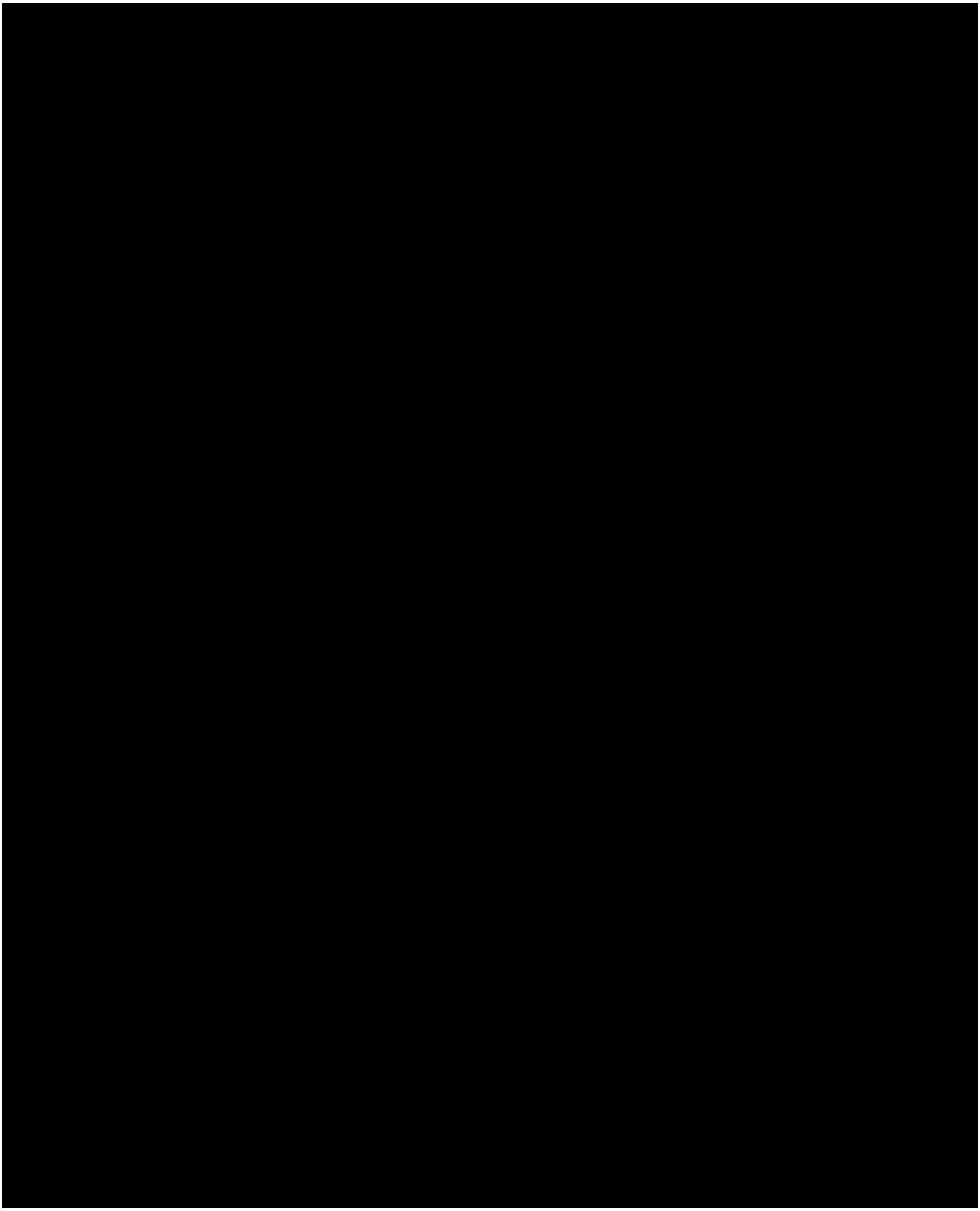
Anita Dierker
Vice President - Regional Sales
In 2016, Anita Dierker joined JCDecaux as a Regional Account Executive in Dallas Fort Worth and was promoted to Regional Sales Director, and then to her current role of Vice President - Regional Sales. She leads a team of highly successful Regional Account Executives in the Southeast who represent their local markets with a focus on converting new prospects into annual airport spenders.

Relationship Management
A key value of JCDecaux is transparency through direct engagement. JCDecaux is committed to meeting regularly in-person with the Denver Department of Aviation to provide advertising sales reports, detailing the past month's sales performance as well as general occupancy, future forecasts, and market trends. We propose to update the DEN Concessions team on a monthly basis about upcoming marketing initiatives and success of past efforts. We understand that every program has its own goals, each Airport Authority has its own metrics – once awarded a contract, JCDecaux will engage with DEN and its stakeholders to develop a communication style, method and regularity, including reporting, that the DEN Concessions team desires and that syncs-up most consistently with the reporting needed. We are ready to use DEN's preferred tools of communication and propose a mix of in-person, video/audio calls and regular email communication.

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4

Sales, Marketing & Pricing Plan



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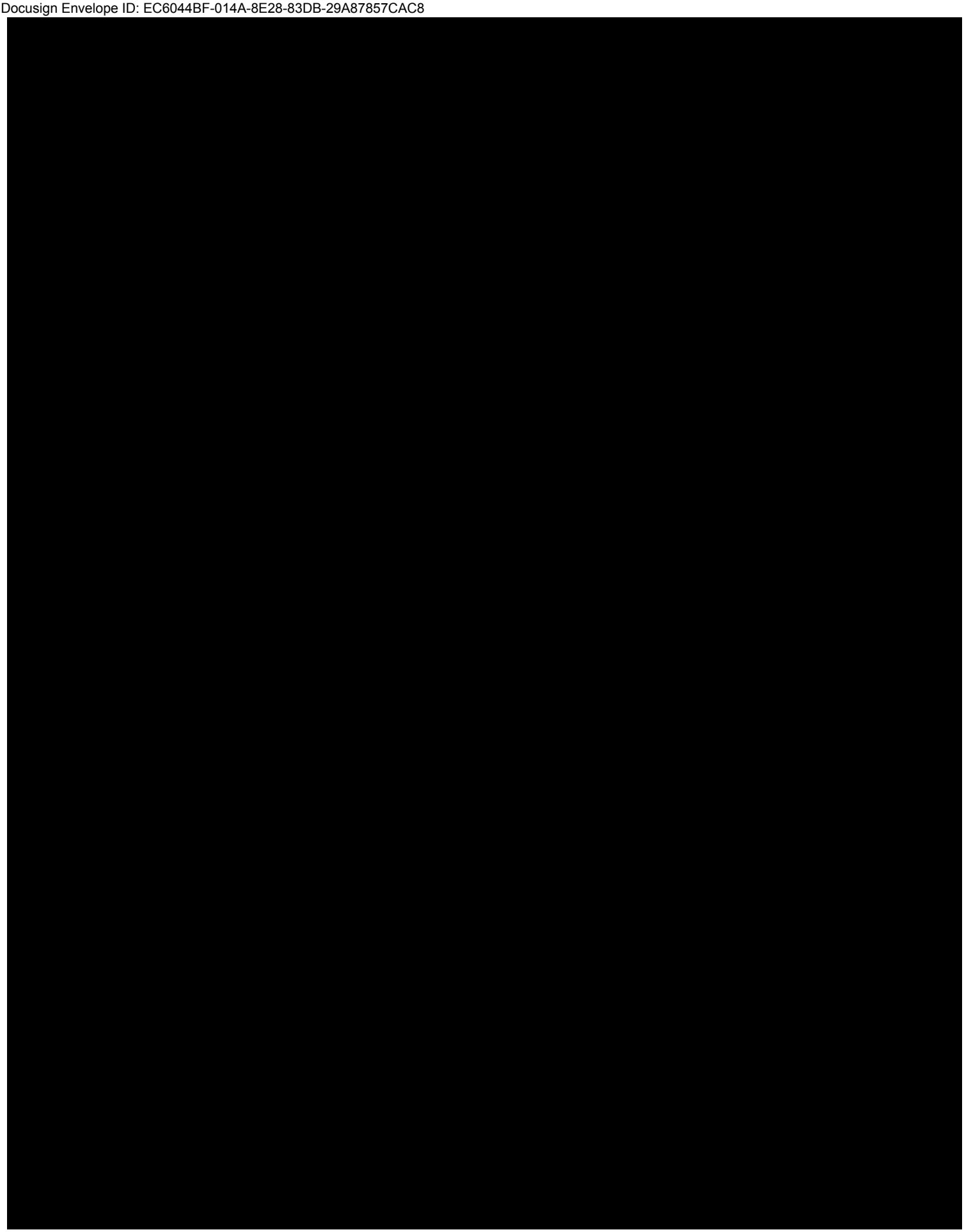
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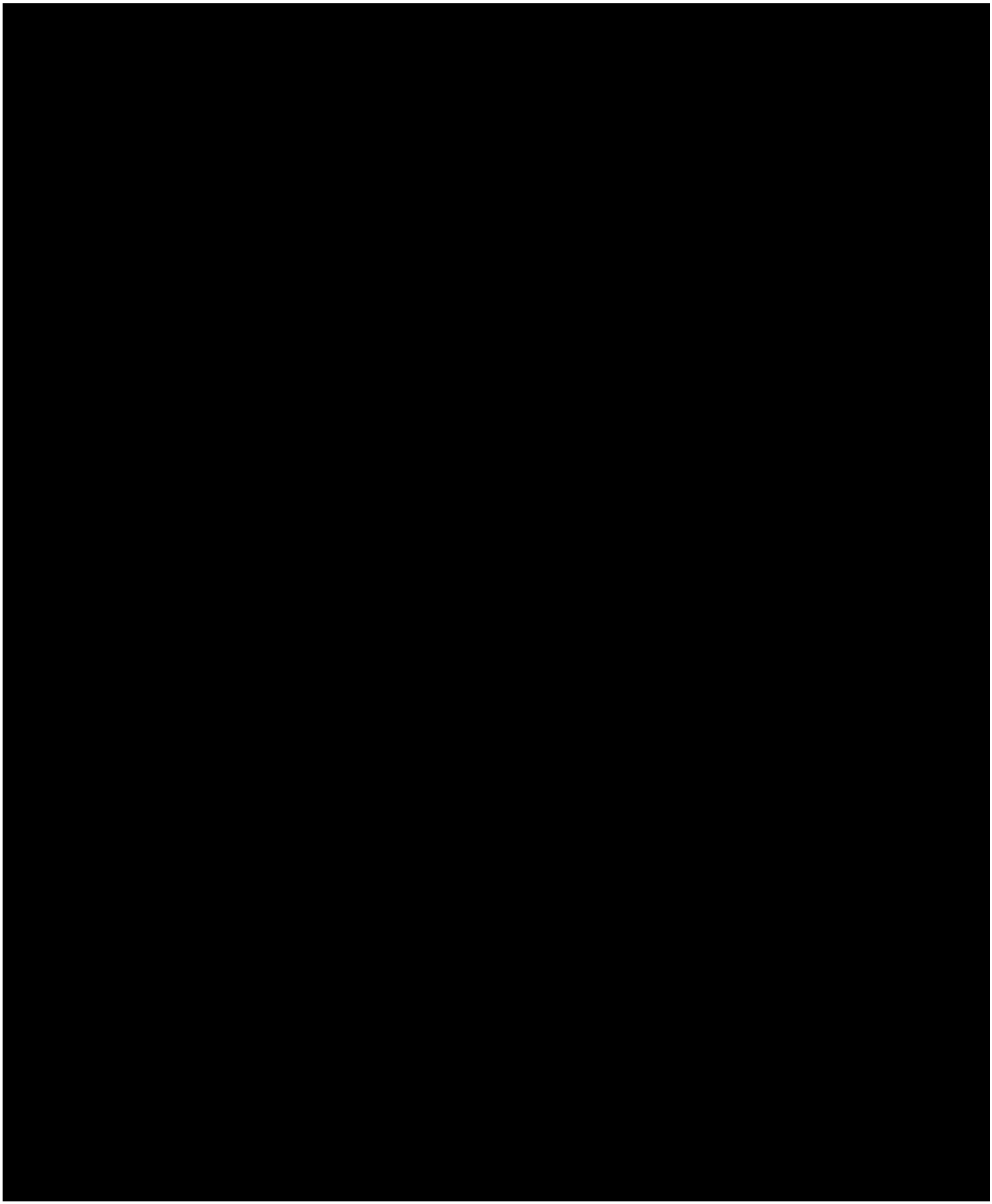
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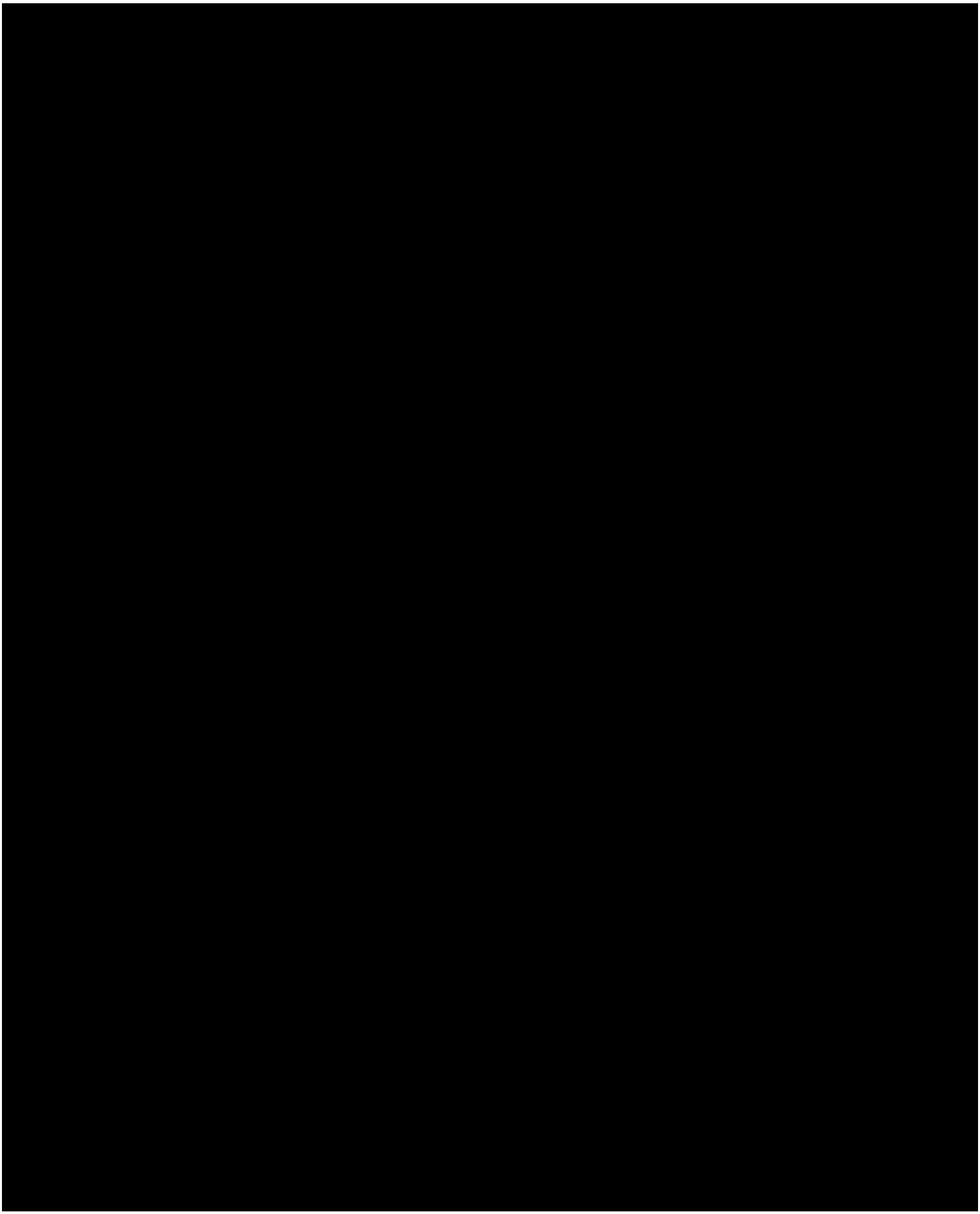
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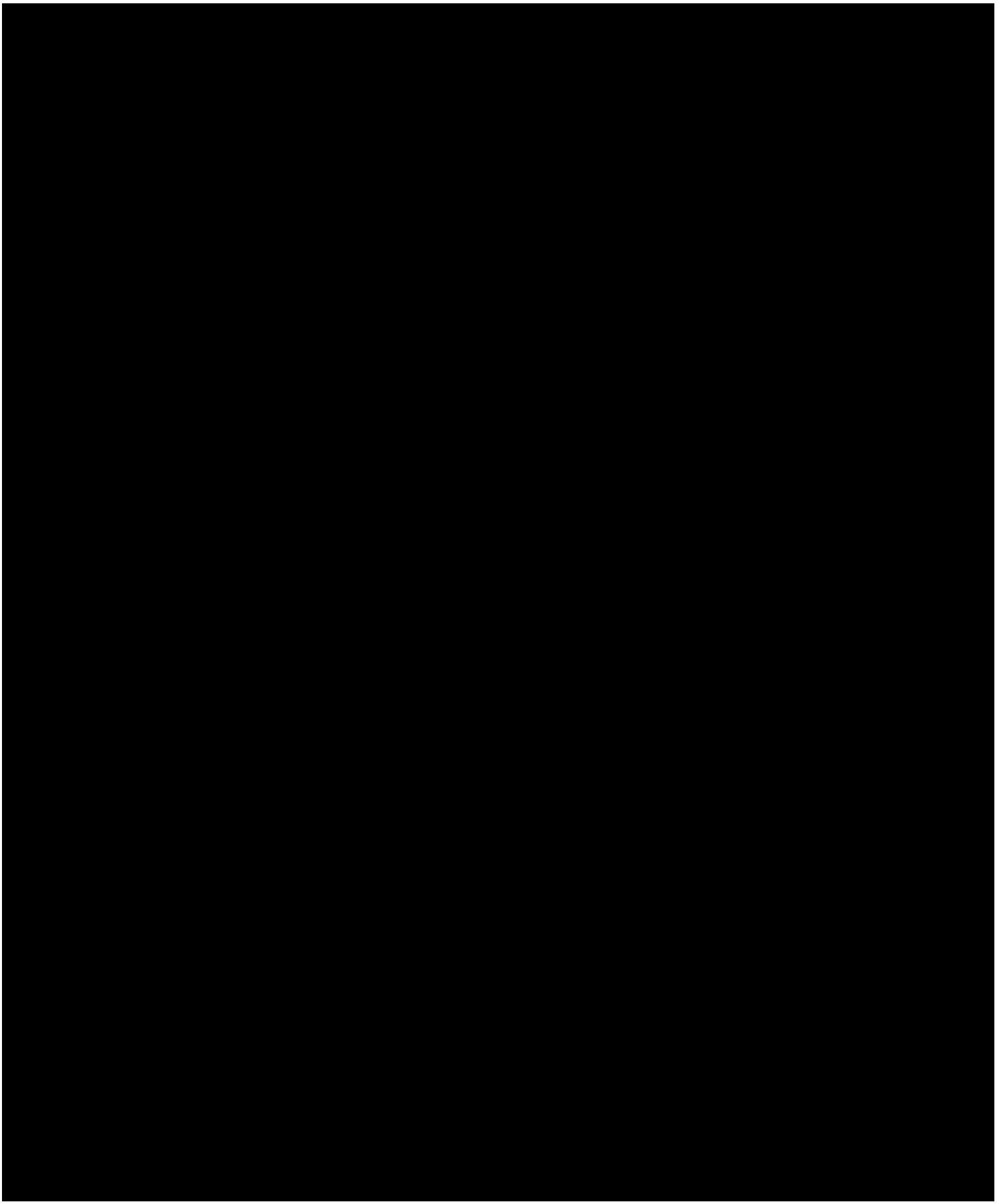
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5
Asset Plan

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5. Asset Plan

Proposed Advertising Plan

Development Strategy: The Vision

Innovative thinking and creativity underpin JCDecaux's entire business, and it is these principles that will drive the development of the new media program at Denver International Airport. We are excited by the opportunity to work hand-in-hand with you to implement an integrated advertising program delivering high impact messaging opportunities for advertisers, the Airport and the City.



JCDecaux is an expert in creating striking, impactful and future-proof advertising programs in both new and existing terminals with a wealth of experience in refurbishing, decluttering and developing new media opportunities that can greatly improve the environment and passenger experience. In Los Angeles International Airport, for example, we transformed the media program in all ten terminals in just four years and recently completed the deployment of a world leading digital program in the newly constructed Terminals 2 and 3 as well as embarking on the brand-new Terminal 4. As a result, the advertising and sponsorship revenue at that airport have more than doubled since 2014.

If awarded this new concession, we will work closely with DEN to develop a new, elevated media program fit for the present and for the future. The design of the new program will be future-proofed with the flexibility to incorporate new technologies as they become available over time and sought after by advertisers. From day one of this contract, the features of this program would be cutting edge with media assets that can display anamorphic, forced perspective creative solutions, and other dynamic content and booked through real time programmatic instant buying and scheduling.

Data is the fuel that is required to drive the revenues underpinning the digital marketplace and for that reason we invest heavily in this area, ensuring that we are competitive not just in the out-of-home space but across the omni-channel digital ecosystem of all media that now counts for 70 cents in every dollar spent on advertising. Please see the Sales and Marketing section 4 for more detail.

The Program

Partnership means tackling challenges together; designing, developing and installing advertising displays tailored for each specific area. DEN has already identified a number of high-profile locations in the RFP and we are excited to deliver on that vision, with additional, unmissable iconic locations across The Great Hall and each of the concourses with builds designed and installed to the highest standards.

We are experienced at, and sensitive to, the restrictions of working in the complex world of airports and international transport hubs. Health and safety, sustainable development and being mindful of location in which we are working are our top priorities.

Our ambition is to provide media assets that complement the airport infrastructure, seamlessly integrating the advertising into the fabric of the airport so that every appearance of the asset is deliberate, and sympathetic to the architecture. In addition to working in harmony with the environment, we aim to add vibrancy and excitement to the overall passenger journey. This combined vision will be achieved through de-cluttering and the introduction of well-planned, thoughtful media that makes a connection with travelers along their way. Our plan is to install and operate a fully 100% digitized advertising program for permanent locations that will transform the look and feel of the media offer in DEN.

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Clients are excited about and are demanding digital opportunities. Advertisers are challenging their creative agencies to demonstrate an understanding of the traveler's journey by delivering suitable creative and relevant messages on appropriate media formats throughout the journey. In this way, campaign effectiveness is enhanced, message delivery is maximized, and the advertisers' spend is optimized.

Importance Of Digital

The growth in out-of-home advertising over the last five years has been driven almost entirely by increased advertiser demand for digital. It is estimated that within the next two years two thirds of all advertising revenue in the medium will be spent on these formats. At JCDecaux Airport we have already surpassed the industry's expectations. In fact, in 2024, digital revenue already represented 70% of our total U.S. airport advertising revenue, up from 45% in 2017 and 3% in 2007. The trajectory is crystal clear.

Digital creatives are more compelling to the public and the medium offers the dynamic flexibility and rapid response that today's advertisers are seeking. Moreover, advertisers appreciate the much lower production cost of digital, simply having to deliver an electronic file rather than paying for printing, delivery and installation of posters and banners.

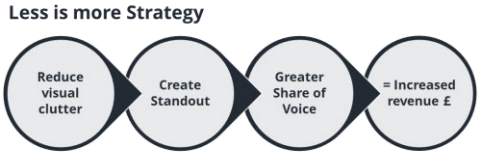
The dramatically enhanced quality of digital displays, including small pitch LEDs, delivers images that are unsurpassed. Our digital screens are flexible and adaptable, offering targeted information which provides a responsive, dynamic communication solution. They can broadcast valuable messages in real time, such as weather data, traffic and travel status updates, event information and, importantly, emergency messaging. In addition, they enhance the Airport's own communication campaigns, reflecting the design and tone of the Airport.

Digital is therefore front and center in our development plans for your airport. The advertising program will be based on a select number of key media products that will cater to the needs and expectations of our advertising clients, providing a consistent product offering throughout DEN. Customized to fit the existing architecture, JCDecaux will create a unique yet coordinated advertising program.

Less is More

Experience has taught us that the route to balancing the needs of maximizing revenue return, improving traveler experience, and remaining sensitive to the host environment is a high quality, high visibility portfolio positioned in key locations.

To that end, with a "Less is More" approach to ensure the DEN Advertising Program is fully optimized, we would remove all backlit and static locations with an eye to maintaining and augmenting the most prime locations by transforming them to digital, thus ensuring that we have the best program possible for our advertisers and DEN.



We have developed a proven analytical approach to critically evaluate media placements. We consider passenger flow, demographics, specific site location, the context of the environment and apply anticipated marketplace demand and industry trends, resulting in a coherent long-term advertising strategy for your airport.

The idea of "right-place, right-time" placement of brand messages is the goal for marketers everywhere – the key to delivering successful advertising is to place the right products in appropriate areas.

The elimination of traditional static light boxes and banners and amplifying the existing digital assets will accommodate multiple advertisers on a variety of key assets instead of the traditional single poster. This

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will significantly declutter the environment, creating a greater sense of space and focus. Having the relevant digital products in the appropriate locations is the key to the success of those screens in maximizing revenues.

We have defined three categories of advertising that, when balanced, offer the perfect combination of advertising at the right place and at the right time.



1. Impact: Unmissable. Iconic. Inspiring.

In each area of the airport there are certain 'pinch points'. These are areas identified with 100% coverage of a specific audience (*e.g.,* departing/arriving or both). Advertising sites are positioned where passenger flows are at their highest and in formats that deliver astonishment. It is in these areas that the maximum yields per site can be generated. Based on key passenger 'pinch points' and holding areas, impact sites are individually selected by advertisers when they buy as they deliver impact and a high concentration of passenger numbers in one hit.

Impact sites deliver higher media revenues per site, and from our learnings of areas in which we have implemented this strategy, we have seen that large format stand-alone sites deliver maximum returns. Location is paramount to the success of these formats; therefore, working in tandem with the Airport is key to the success of these installations.

Digital Spectaculars

Large high-resolution LED signs have become one of the most sought-after products for advertisers. Ideally located at key convergence points to reach up to 100% of a given audience, departing, arriving or both, they are the optimal impact product. These digital media formats will allow multiple advertisers to be placed on these premier locations, maximizing advertising revenue. These units will feature the latest in high-definition LED technology, providing a high contrast image with incredibly rich colors and depth. The quality of these displays appeal to demanding, prestigious advertisers, including luxury brands, Fortune 500 companies and the entertainment industry, which has adopted this product as a favored type of media for film and series launches.

Naming Convention

Iconic sites are more than just physical locations; they are expressions of brand identity and consumer experience. The name of an iconic site serves as the first point of contact, setting the stage for how audiences perceive and interact with the brand. A strategically developed name ensures a site not only stands out in the crowded landscape but also thrives by resonating with target audiences and stakeholders.

Enhanced Brand Recognition and Recall: A well-crafted name boosts immediate recognition, capturing attention even in saturated environments. It promotes ease of recall, facilitating word-of-mouth promotions and social media mentions that drive organic growth.

Alignment with Brand Values: Crafting a name aligned with your brand's ethos and values ensures consistency across your marketing efforts. It reinforces the narrative you're telling and aligns with broader brand campaigns, creating a unified, compelling story for consumers.

Target Audience Engagement: Names are powerful tools that can evoke specific emotions and associations within your target demographics. Whether invoking luxury, adventure, or innovation, names tailored to your audience's preferences can deepen engagement and foster loyalty.

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Market Differentiation: In a competitive landscape, differentiation is key. A unique, memorable name distinguishes your site from competitors, making it easier for potential customers and stakeholders to identify and prefer your offerings.

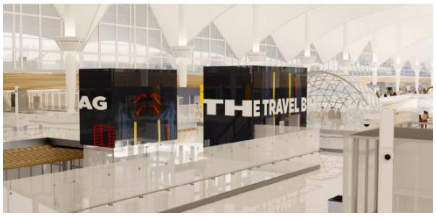
Strategic Positioning and Growth: A name isn't just a title – it is a strategy. It positions the site culturally and commercially, paving the way for new partnerships, expansions, and leveraging opportunities that drive business growth.

Implementing the Naming Convention for Iconic Sites at DEN

A successful naming strategy involves a meticulous process: Names undergo rigorous testing within focus groups to ensure resonance, memorability, and alignment with strategic objectives.

The strategic naming of iconic sites is integral to constructing a unique brand identity that captivates audiences and fosters engagement. It ignites the brand's essence and creates lasting impressions that are crucial for sustained success. Investing in a naming strategy is not just wise – it is instrumental in navigating, leading, and thriving in today's competitive marketplace.

The Peaks



Dominating the skyline Post TSA and targeting departing passengers as they make their way towards the people mover, two elevator shafts will be fully enclosed in the latest LED Mesh technology creating an unmissable Airport landmark. The cube like appearance of the elevator shaft will provide the perfect canvass for anamorphic or forced perspective creative executions that give a real sense of 3D. These types of campaigns have become increasingly sought after and we have wealth of experience in this field with the Iconic Time Tower at LAX.

Denver Domination



Reaching 100% of the arriving audience as they exit the APM and make their way into the Great Hall, and also being highly visible from the ticketing and TSA level, these 4 digital screens, sold as a synchronized package, will provide advertisers with the perfect canvas to reach this attractive audience irrespective of which way they head to baggage claim, onward travel or flight connections.

Global Gateways (South to be opened in 2028)



Targeting the departing audience making their way to the APM by escalator, this pair of head on, state of the art digital screens will be seamlessly integrated into the soffit, surrounded by the wood-style cladding that features so prominently in the Great Hall. Combined with the pre-existing locations either side of the corridor after passengers take the bridge to Concourse A, this set of four screens will capture 100% of all international passengers, irrespective of which route they take, APM or bridge. Long viewing times and a captive audience mean these locations will be highly attractive to advertisers.

International Gateways

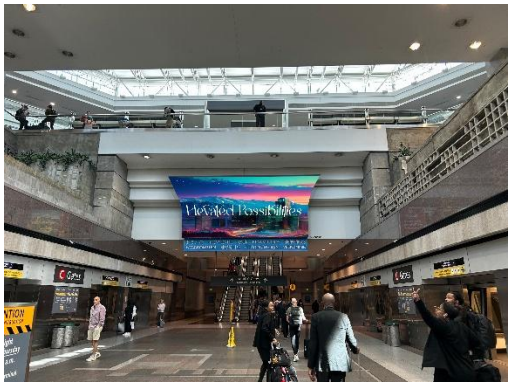


A pair of three sided digital encased columns will welcome the valuable and in demand International Arrivals passengers as they exit Customs and head for transferring flights or their onward travel form of transport. This bespoke media offering targets passengers in a frame of mind where they

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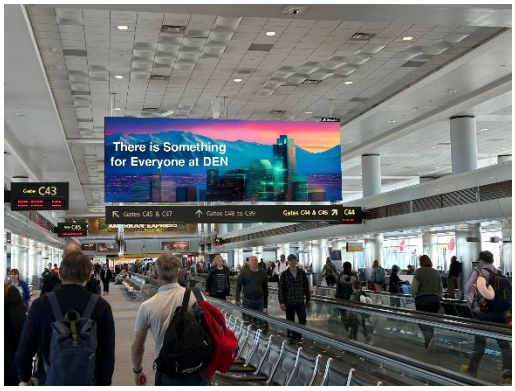
are actively seeking information and direction on what to do in the region, or how to make their way to their destination.

Wave Portals



As passengers either emerge from the APM or make their way to the platform as an arriving passenger from the concourse level, they will be welcomed by two large, curved LED screens where there were previously a pair of static backlit units for Visit Denver. These screens will flow with the unique form of the architecture to create an immersive experience for passengers and a creative canvas for advertisers and Visit Denver, unlike anything seen in the United States. We propose providing Visit Denver with 20% share of time for these assets with the remining 80% being used for commercial advertising. We are sensitive to the fact that Visit Denver has 100% share of voice in these locations in the current program, however, the significant benefits from conversion of these screens to digital (dynamic copy changes, lower production costs, full motion capabilities) more than compensate for a smaller share of time. That said, in our financial proposal in section 9, we set out a $3m Global Advertising proposal for Visit Denver utilizing JCDecaux assets to promote the City all over the world. See section xx for more detail.

Digital Spectacular Network



Installing a pair of double-sided digital screens, located above directional signage on each arm of Concourses A, B & C, these state-of-the-art installations will target 100% of arriving and departing passengers. Inspired by a recent installation in China, these incredibly light, sleek and high-definition screens appear to float effortlessly in these high traffic areas close to the central core of each concourse. Rather than have a disparate collection of LED screens on 12 separate soffits, competing with existing digital Concession screens and of different aspect ratio, our proposal is to create a uniform offer across each concourse using only 6 locations, some of which are currently static locations. Less is More in action ensuring decluttering, stand out for both advertisers and concessionaires and integrated passenger experience.

Pena Welcome Gateway

It is important that the first and last impression of the DEN passenger's journey is positive and these large format exterior locations are both the first and last touch points for DEN passengers. Currently, the LED Advertising Displays and LED features are in poor repair and do not reflect the world class impression of the rest of this airport experience. When the current maintenance contract expires, we will immediately remove all of the LED poles and associated wiring and revitalize the landscape in partnership with DEN and the City. The screens themselves will be replaced with the latest LED technology that will last well beyond the end of the 10-year term and will perform consistently throughout. Our proven LED partner guarantees a minimum of 10 years lifespan backed with a full warranty and we have installations all over US and the world that have delivered on this benchmark. Maintaining our Less is More approach, we do not intend to build out around the screens as we want to ensure maximum 'Exposure' and 'Impact' for the advertisers, while also building cohesiveness with the Airport with your preexisting Airport Welcoming messaging.

2. **Broadcast Networks:** Universal. Ubiquitous. Frequency.

Broadcast advertising networks should be strategically positioned to target the mass audience. Trailing advertising accompanies a passenger whether arriving or departing and is an ever present. These advertising

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networks are positioned to guarantee maximum coverage & frequency and get close to passenger flows throughout their airport experience.

Continuing the Less is More strategy, all screens in our broadcast networks are synchronized to ensure maximum stand out for advertisers, with only one brand visible at any given time. This combined with repetition and frequency to reiterate advertising messages, and the format and size of the product is key to its success.

Prestige Digital Network (PDN)

DEN has already introduced an excellent broadcast network with the Gateroom Blades. These assets fit perfectly with a class of similar digital networks across the JCDecaux estate that we call *Prestige Digital Networks*. Our intention would be to rebrand the Blades accordingly as 'PDN' given that the PDN is a clearly understood and successful moniker in the client and agency community.

With extensive coverage throughout the concourse, the PDN will reach departing passengers from the moment they arrive at their departure concourse to the moment they board their plane; similarly, the PDN would reach arriving domestic passengers from the moment they deplane to the moment they take the train to the Great Hall. As already stated, this digital network would be the backbone of our program, generating an estimated 50% of revenues. Eventually totaling over 300 screens across all concourses, this network will reach passengers multiple times along their journey at the Airport, offering advertisers and the airport a powerful broadcast media for their messages, with the opportunity to tailor them for specific areas and dynamically adjust the content based on a set of criteria they can choose from, such as time of day, local or destination weather, sports results and more.

Transit Digital Network (TDN)

As the transformation of the Automated People Mover carrying passengers between The Great Hall and the Concourse is to include digital on-board panels, we will create a network that can message to this entirely captive audience and deliver the possibility for contextualized communication that matches the audience state of mind, as either departing from the Great Hall or heading towards it. This network can be used as either a stand-alone opportunity focusing on this specific part of the journey experience, or as a part of a broader offer that complements the PDN and/or Arrivals Digital Network (discussed directly below).

Arrivals Digital Network (ADN)

Currently, the small format digital arrivals screens are located at the exits of the arrivals area offering short levels of exposure to passengers as they leave the terminal. In our proposal, we would utilize the longer dwell times of passengers as they wait at the baggage carousels by capitalizing on the captive audience looking for distraction and engagement while they wait for their luggage.

A network of 12 double-sided screens will provide excellent coverage and the extended dwell times at these locations will give national, local and regional advertisers a chance to deepen their message with longer and more nuanced advertising spots. A staple of baggage claim areas in many of the top ranked Skytrax airports around the world, this network will attract advertising from businesses eager to reach visitors coming to spend time (and money) in Denver. Arriving passengers will be engaged by the advertising and information loop of messages displayed on LCDs placed strategically above the carousels suspended from the ceiling while they wait for their luggage.

Airport Share of Time

JCDecaux will provide DEN with a minimum of 20% of the display time on the digital displays for communicating its own messaging and marketing initiatives, with the exception of the Wave Portals as previously explained. Additionally, all digital displays would always remain instantly accessible to DEN for

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emergency messages. This is an invaluable feature that has been used to great effect recently in Dallas-Fort Worth International DFW due to tornados in the region. Please see sections 4 & 7 for more details.

3. Touch

In today's dynamic advertising landscape, brands are challenged to convey complex messages that resonate with consumers on a deeper level and as they seek sophisticated methods to communicate their brand values. “Touch” provides innovative, personalized interaction opportunities that go beyond standard formats. Leveraging dwell times and holding areas, Touch products offer platforms for personalized engagement, allowing brands to create meaningful connections with passengers in airports, adapting messages and communicating their values and stories to varying receptivity across airport zones.

We will look to build on our deep experience in this area to use those areas already identified by the Airport with power and data, as well as high passenger footfall, to create experiential spaces that will allow brands to surprise and delight the audience.

Promotions: Engage passengers through special offers that capture attention and incentivize further interaction.

Sampling: Allow passengers to experience products firsthand, driving interest and conversion. Dedicated spaces for various industries (e.g., automotive, technology, luxury, lifestyle) provide a unique opportunity to display innovations and engage passengers through immersive experiences. These showcases encourage exploration and meaningful interaction with the brand's offerings.

Touch offers a strategic advantage for brands looking to communicate complex values and messages in a personalized manner. By leveraging dwell times and innovative engagement platforms, Touch enhances passenger experiences and fosters meaningful connections between brands and consumers. Investing in Touch products empowers advertisers to navigate modern challenges, ensuring that their brand messages are both heard and felt.

HOPE Hydration Stations



With a focus on sustainability, our proposed program includes the opportunity for DEN to consider smart water-bottle refill stations financed by 55” digital advertising screens, providing a passenger amenity at no cost to DEN.

To promote the use of refillable water bottles, we have partnered with HOPE Hydration. HOPE Hydration is on a mission to create the world’s first ‘water-based ad network’ with free, ad powered, water refill stations called HydroStations. The HydroStation is a unique solution that combines smart technology, advertising opportunities, and premium water. With single-use plastic bottle bans rapidly coming into effect across the United States, there’s a wide gap between existing water infrastructure and the needs of travelers and advertisers. JCDecaux, in partnership with HOPE Hydration, is offering the opportunity to deploy a network of up to 15 HOPE Hydration Stations across each concourse, funded by one 55” screen per unit. The screen will also improve the visibility of the hydration stations and have 20% share of time reserved for DEN messaging. Given the capital investment necessary to implement this initiative, all advertising revenue generated would be put towards the capital cost until such time the units are paid off, and then we would enter into a Revenue Share agreement with the Airports for these units.

Sustainability

JCDecaux recognizes that in our day-to-day operations, we have an impact on the environment. We are committed to embracing sustainable development by proactively reducing this impact wherever possible.

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Our commitment has been recognized by international standards and ratings, including CDP (formerly known as the Carbon Disclosure Project) A List (Climate), Sustainalytics (low risk), MSCI, and EcoVadis Gold. As an official partner of the United Nations Development Program since 2022, JCDecaux actively contributes to all of the United Nations' 17 Sustainable Development Goals.

Green Initiatives

With its long-standing emphasis on sustainability, the JCDecaux Group, the only out-of-home industry member who has joined the RE100, has implemented proactive policies on quality and the environment. We employ a comprehensive approach to corporate social responsibility that covers environmental, social, and stakeholder issues. The JCDecaux Group is reducing its impact on the environment through an ambitious climate strategy validated by the Science Based Targets initiative (SBTi) with the goal of Net Zero Carbon by 2050. The JCDecaux Group has achieved a 28.3% reduction in greenhouse gas emissions against a 2019 baseline and since 2022, 100% of the Group's electricity consumption has been covered by renewable energy sources. JCDecaux, working proactively with its partners to protect the ecosystem affected by its North American operations, has an ISO 14001:2015 certified Environmental Management System in place to manage, monitor, and continually improve our environmental standards based on a Plan-Do-Check-Act (PDCA) model. We have maintained this certification for over 10 years, demonstrating our long-standing commitment to environmental excellence.

Lighting

To further reduce our impact on the environment, JCDecaux actively manages and optimizes our energy consumption, including the widespread use of LED technology in our displays, which has reduced electricity use by 60% on average over the last ten years. Our commitment to 100% renewable electricity coverage ensures that all our operations are powered by green energy or offset through carbon compensation programs.

Designs

Manufacturing and Use of Recyclable Materials

All metal and glass used in the manufacturing of advertising displays for this program will be made of exclusively recyclable materials. Our innovation strategy prioritizes eco-design and refurbishment across the entire lifecycle of our products. A very limited portion of parts will be made of polyester when cast aluminum is not a viable option from a quality, design, cost, or durability prospective. The products we would use include:

- stainless steel (used in the internal structure and in some finished claddings)
- galvanized steel (used in the internal structural framing and support)
- aluminum (used in inner frames, door frames and in some finished claddings)
- tempered glass (used for all glass applications)

The materials selected allow for 100% recycling upon removal at the end of the concession term, contributing to a circular economy approach. Mindful of its toxic components, we also actively work to decrease the use of PVC materials, replacing them with recyclable fabric banners where possible and 100% of paper posters printed by JCDecaux North America carry FSC, PEFC, or equivalent labels. Digital components and screens will be exclusively processed through certified recycling facilities for the treatment of digital and electronic waste at their end of life.

Fixtures

Maintenance and Servicing of Advertising Fixtures

Although we are not required to implement Scope 3, we require our suppliers, vendors, and subcontractors to review their impact on the environment when working with JCDecaux, and we ask that anyone servicing

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and cleaning our inventory exclusively use green cleaning products. The products utilized are “Green Seal” certified and approved by the USDA Bio Preferred program, including soy-based solvents and foam degreasers, low-VOC/no-APE/no-EDTA/ no-phosphate and non-toxic biodegradable cleaners. We are also focused on the impact that our vehicles have on the environment and have implemented eco-driving training for all our fleet vehicle operators and we are continually optimizing cleaning and maintenance rounds to reduce fuel consumption and emissions. We have also started the electrification of our fleet, contributing to decarbonizing urban fleets.

Please find the Table of Assets, Advertising Program Maps, Renderings and Line Drawings in Appendix 5 Assets Plan.

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6
Transition & Mobilization Plan

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6. Transition and Mobilization Plan

Creation of Team DEN

As stated in sections 2 & 3 we will immediately mobilize the assembled team to engage with DEN at your earliest convenience. The transition plan will address 3 key areas:

Construction and Installation

Upon award, JCDecaux will work with DEN to identify and contract with local minority-owned and/or woman-owned business enterprises, specialized in providing commercial construction services. As our first order of business, JCDecaux will schedule an initial kick off meeting with the relevant representatives and stakeholders from DEN to review the proposed locations and displays. Once the proposed display designs have been reviewed, approved, and determined to be compatible with the nature and character of Denver as reflected in the airports' concourses, other concessions and way-finding systems, JCDecaux will proceed with the completion of construction documents following the DEN tenant guidelines. These will include a complete architectural package including structural, electrical and data engineering to comply with the Rules and Regulations of DEN. At the same time, orders for the manufacturing of the digital displays will be issued, allowing for production within the transition period, subject to finalization of the advertising locations and displays in DEN. Throughout the process, we will work hand-in-hand with our subcontractors to successfully install the new advertising program.

For the Pena Welcome sign our intention would be to replace the LED advertising panels immediately to mitigate down time and ensure impact on revenues is minimized. ***Please see Appendix 6 Transition and Mobilization Plans for a detailed Design and Construction Schedule.***

Continuity of Services

Ensuring revenue continuity during the installation period will be one of our main objectives when organizing the transition plan at Denver International Airport. Immediately upon award, we will reach out to existing advertisers to negotiate the renewal of their contracts and, initially, posting will continue on existing advertising displays in locations that will either remain in the new advertising program or not be impacted by the installation of new displays. Production specifications will be developed immediately for the upcoming inventory of new displays and provided to existing clients and new prospects together with an expected date of availability. See section 4 for 100 Day Plan.

To preserve revenues and reduce impact to advertisers, the existing advertising estate that is earmarked for removal would remain in place until such time as the new program is installed or replaced.

Our team is highly experienced in managing this type of transition, whether upon taking over a new airport or upon installation of a new display program in one of our existing concessions. The benefit of being able to use the existing advertising displays is the next concessionaire's ability to maintain advertising revenue from day one of the contract. For the existing digital advertisers, their creative will be seamlessly transferred to the new digital displays.

Program Launch

The deployment of the new advertising program at DEN will provide a unique opportunity to introduce the Airport to advertisers as a great venue to promote themselves and their products. To maximize this opportunity, we will implement a launch plan followed by systematic, ongoing sales and marketing efforts targeting potential advertisers at the local, regional, national, and international levels.

This launch plan will be preceded by an announcement immediately upon award of the new concession, which will ensure that advertisers set money aside in their budget planning for the new DEN advertising program. Our talented marketing department will prepare specific, high-quality marketing materials and customized case studies to support this all-out effort. We have used this same approach to successfully launch new advertising programs at such airports as Orlando International Airport, Dallas Fort Worth International Airport and Los Angeles International Airport.

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7
Technology & Maintenance Plan

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7. Technology and Maintenance Plan

Technology Solutions, Content Management Systems and Maintenance

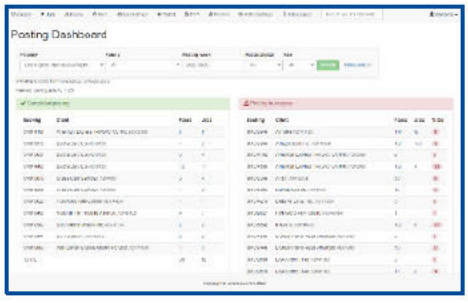
JCDecaux brings to the Denver Airport Advertising program a world class level of experience with globally available display technology solutions and a suite of proprietary software solutions that are designed for efficient operation of large-scale display networks. Relying on an experienced local Digital Operations Team in the US and a team of engineers and technology specialists in Europe and Asia, JCDecaux best ensures that state of the art and display systems are utilized so that display up-time is optimized, color and contrast is maximized, and power display power consumption minimized.

Direct-view LED displays allow for the design and erection of large-scale video walls without the visual interruption that LCD video wall bezels would create and within the direct view LED industry there is a constant drive to improve LED resolution and display cost. A recent advancement within the LED display industry has resulted in newer display technology that offers higher brightness, contrast, and viewing angles at a comparatively lower power consumption. MIP, or Micro LED in Package, is the more recent LED production method that integrates individual Micro LED chips into a single package, often enabling smaller pixel pitches and improved performance compared to traditional LED technologies. The more traditional SMD (Surface Mount Device) LED displays typically require more power and more LED drivers to achieve similar levels of luminance that is achieved with MIP. While we push to have the newest and most effective display technology that is specific to any application, we continue to forge relationships with manufacturers that are leaders in the US and globally with both MIP and SMD LED manufacturing methods.

Network Management and Monitoring: JCDecaux's in-house Digital Operations Team is responsible for the support needed to operate the extensive digital networks, optimize display performance, and maximize display up-time. The Digital Operations Team continuously utilizes software tools and remotely accessible systems to proactively identify both remote and onsite maintenance requirement actions necessary for optimal screen performance. This team ensures all work is performed in accordance with daily operational specifications and ongoing preventative maintenance processes.



JCDecaux's Digital team is comprised of two divisions, JCDecaux North America Digital and JCDecaux Global Digital, who are in continuous contact with our proprietary platform experts. Using our monitoring and field operation dispatch tools, Mobops and Web Monitoring, Extron GVE and our digital management server, the digital operations network monitoring group dispatches directives to the Maintenance Technicians and field Operatives. In Los Angeles, New York and France, our Network Operating Centers (NOCs) monitor all digital sites, which include all displays systems and their individual separate subcomponents of digital system hardware (players, modems, routers, and power management). JCDecaux's digital team relies on robust monitoring tools that constantly check connectivity to the display endpoints and will remotely troubleshoot any issue immediately upon identification of an issue. Each piece of digital hardware is configured to report problems and outages through a secure internet connection. Given the efficient design of our digital display systems, IP addressable power management hardware and display communication hardware can be utilized to perform a myriad of remote troubleshooting functions, including full power cycle of the display



Mobops

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and player processor, injection of control commands used to reset playback and a complete operating system update.

In the event that on-site repair is necessary, JCDecaux would require access to the digital rack system or digital display to identify and repair the problem. In each case, such remediation efforts would be undertaken in a manner that minimizes any disruption to the airport's operations. In the event that the necessary remediation requires a material amount of time, JCDecaux would swap out units and fix the problematic display or digital/network hardware off-site. LCD screen replacements are a simple task requiring two Maintenance Technicians.

Service Level Definitions

The Digital Operations department has defined three priority levels ranging between Urgent, High- and Low-level tiers in regard to service response protocol and associated modes of failure.

- Urgent Issues - Urgent issues are any incidents that affect advertising or airport messaging playback on a large-scale digital display or multiple adjacent LCD display systems. Urgent issues are identified within two hours of occurrence between the hours of 5 AM and 12AM and four hours of occurrence between the hours of 12AM and 5 AM. Any failure that compromises the content displayed is classified as urgent, and will have a remote remediation attempt made within two hours of the incident report. If on-site remediation is necessary, we begin the process of planning and implementation immediately following the remote remediation. Our achieved service levels are such that urgent issues are typically repaired within 24 hours.

- High Priority Issues - High priority issues are any incidents that have a minimal impact on a large-scale digital display or multiple adjacent LCD display systems. High priority issues are identified within four hours of occurrence between the hours of 5 AM and 12AM and eight hours of occurrence between the hours of 12AM and 5 AM. Any mode of failure that compromises the content displayed and is classified as priority will have a remote remediation attempt made within two hours of the incident report. If on-site remediation is necessary, we begin the process of planning and implementation immediately following the remote remediation. Our achieved service levels are such that high priority issues are typically repaired within 48 hours.

- Low Priority Issues - Low priority issues are any incidents that have no visual impact to any display system and are usually identified proactively using our remote monitoring software. Low priority issues are identified within twenty-four hours of occurrence and a remote remediation attempt is made within two days of the incident report. If on-site remediation is necessary, we begin the process of planning and implementation immediately following the remote remediation. Our achieved service levels are such that low priority issues are typically repaired within two weeks after issue identification.

Content Management: From the New York NOC in our corporate office, using a proprietary content management system platform KIS, JCDecaux uploads and schedules digital content through a web portal based upon confirmed bookings after a systematic verification of resolution, type and duration for all content files. MediaLibrary is an accompanying tool used to perform systematic checks and ensures that content is built with the correct media codes, allowing for optimal performance throughout our digital display network. In accordance with our Quality Assurance plan, the Digital team ensures that advertisements are properly displayed on each screen. Full testing of all new content files is conducted prior to scheduling creative for deployment to confirm compatibility with the digital hardware. JCDecaux monitors and verifies delivery of all scheduled content to the players and onto the screens and provides proof of play audits, including system uptime and content playback.

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The digital display networks in the proposed advertising program at DEN will have diagnostic tools that allow for both remote and on-site issue remediation. In the event of any remediation requirement, JCDecaux will rely on remote access to the digital systems through use of cellular wireless and wired hardline connections. The systems allow for each device to be individually addressed via Internet Protocol and access to the digital video rack equipment system as well as each individual display. JCDecaux is able to remotely diagnose and repair many common causes of failure. On-site trouble shooting will be performed by J. Perez Maintenance Technicians, our ACDBE maintenance partner, and other digital maintenance partners.

Digital Hardware Warranty

All JCDecaux display systems and the associated digital rack equipment include warranties that are commensurate with the advertising display contract. Upon initial procurement of our advertising hardware, JCDecaux will work with each manufacturer to ensure that ample spare parts components are inventoried, and that ongoing service and maintenance can be performed throughout the useful life of the display and the display back-end control system. JCDecaux will provide the relevant inventory warranty information related to the digital displays and include it in our inventory tracking system that manages and tracks all warranties on the various system components. JCDecaux has worked to develop digital display and system technologies that are reliable and require minimal on-site intervention. At DEN, JCDecaux will operate a robust digital system solution and preventative maintenance schedule to deliver product reliability.

Operational Maintenance

JCDecaux's core values of quality and design are the hallmark of every aspect of our business. Regular maintenance and cleaning guarantee our advertising fixtures are kept in optimal conditions, complementing the environment and never detracting from it. Uncompromised maintenance and cleanliness are priorities for JCDecaux. JCDecaux's commitment to quality presentation and delivery is recognized as first class within the industry, and we take pride in the condition, quality, and safety standards of the advertising structures. We strongly believe in the long-term benefits of conducting routine preventative and corrective maintenance. JCDecaux trains every technician to continuously identify, report and repair all faults. Commitment to quality is governed by ISO 9001:2000, a globally recognized standard. This commitment to quality, which is evident in every fixture we install, begins at the design phase, where only the finest materials and finishes are chosen, ensuring long-term durability and sustainability. During the manufacturing stage, JCDecaux issues detailed work instructions and conducts quality inspection checks at each step of the process. Our displays are designed for quick and efficient on-site repairs; and we keep detailed quality control documentation records on file for each one of our fixtures.

Digital Cleaning Requirements

J. Perez will maintain a proactive maintenance and cleaning approach for the digital displays following JCDecaux's standards and protocols. In addition to regular surface cleaning, they will utilize a bi-monthly cleaning regimen plus a systematic internal dusting of all filters, LED, louvers, and fans for products with active cooling and ventilation systems.

This preventative maintenance schedule is compliant with each display system manufacturer's specification. Only appropriate ecofriendly EPA-certified cleaning products will be used at DEN.

Digital Systems Hardware and Services Suppliers

JCDecaux has a broad network of suppliers for digital systems hardware, remote monitoring and ongoing preventative and reactionary maintenance. We rely upon our internal digital operations team to develop a holistic approach to the digital operations at Denver and the list below identifies third party entities

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JCDecaux will either source materials from or request services so that we can adequately install and maintain a best-in-class advertising program at Denver Airport.

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CORA § 24-72-204(3)(a)(IV) confidential commercial information

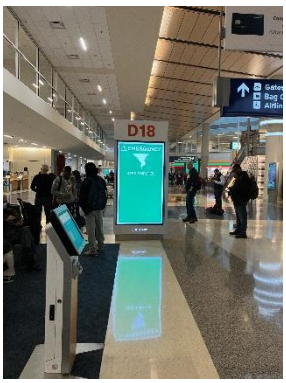
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CORA § 24-72-204(3)(a)(IV) confidential commercial information

Emergency Alert Messaging (EMA) System





JCDecaux has developed a system that is made available to all our airport and city partners allowing for the seamless takeover and control of all digital screens within its network. The EMA, Emergency Alert Messaging, System allows for trained airport staff to upload and deploy creative files to our extensive network of digital screens to allow for the display of emergency and airport pertinent messaging. The EMA system can be activated within seconds and is designed to communicate any pertinent airport messaging or emergency, in real-time, with passengers within the airport. Airport operations at DFW, LAX and MCO utilize the JCDecaux Emergency Messaging Alert system, along with the city of Chicago utilizing the system in conjunction with the network of 50+ billboards in and around the city of Chicago.

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8

DEN Equity, Diversity, & Inclusion Plan (DEN EDI Plan)

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8. Equity, Diversity, and Inclusion Plan

Commitment to EDI

A. Equity, Diversity, and Inclusion Strategies

- JCDecaux leverages ACDBE and M/WBE contractors for maintenance and installation across numerous airport projects. To meet both the letter of and spirit of the goals, we engage in a number of agreements with our ACDBE partners ranging from straight forward sub-contracting to forming joint ventures, allowing partners equity stakes in concession agreements. Our collaborative approach includes onboarding training, weekly briefings, and tech sharing (MobOps app/platform), enabling these contractors to act as our proxies in airport environments. As we roll out our new advertising program, we expect to collaborate closely with DEN to identify relevant M/WBE and historically underutilized businesses already known to the airport, facilitating seamless integration and alignment with our DEI objectives.
- JCDecaux has multiple advertising concession contracts with aspirational ACDBE participation goals. JCDecaux is fully committed to the development of relationships with ACDBE, WBE, MBE, SBE and LBE certified companies that are capable and committed to be part of our airport advertising programs.
- JCDecaux is committed to achieving significant and meaningful diversity at all levels and recognizes it as a core value of our business. JCDecaux actively participates in various federal, state and local programs designed to promote diversity, equity and inclusion, and assists traditionally under-utilized businesses in participating in airport advertising concessions around the country.
- JCDecaux endeavors to choose the best qualified ACDBE certified firms to produce the results that each individual airport seeks to achieve. We will continue to support and mentor ACDBE firms, employ firms that are reflective of their local community, and help emerging firms compete for future airport advertising programs.

B. Technical Assistance & Support Services

- **Technical Support:** We provide comprehensive support for our partners via onboarding, continuous training protocols and regular project briefings. Our ADCBE partners also use MobOps, JCDecaux's proprietary application for monitoring, cleaning and maintenance allowing seamless data sharing to enhance contractor performance; MobOps is the same platform used by JCDecaux staff across North America.
- **Community Partnerships:** Collaborations with community-based associations and dedicated outreach through organizations; for example, through HACIA in Chicago, we engaged the local community associations in our efforts to help historically underutilized businesses.

C. Procurement Process

- **Inclusive Procurement:** Our procurement process prioritizes equity and inclusion by blending RFPs with direct outreach to ACDBE and M/WBE-certified organizations. We have also used certified M/WBE consultants to help lead these procurements in Chicago and New York.

D. Communication and Proposer Management

- **Communication Protocols:** We maintain open lines of communication through weekly briefings and updates, facilitating alignment with project requirements. Onboarding protocols ensure seamless integration and understanding of expectations and safety standards. With J. Perez, our ACDBE partner for Denver, we have a longstanding successful partner who shares our vision of quality with a safety-first approach.

E. Past Performance

- **Success Stories:**
  - We have consistently surpassed contractual participation targets, achieving substantial ACDBE participation in various concessions, including DFW, Boston and Houston.

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- We have also expanded our ACDBE scope of work to include printing, local sales and construction.
- We have consistently surpassed contractual participation targets, achieving substantial MBE and WBE participation in various concessions, including 31% MBE and 6% WBE in Chicago's street furniture concession.
- **NYC Initiative:** Recent efforts include identifying and certifying minority-owned contractors, like JAZ and GA Industries, ensuring they can fully participate in projects.
- Launched an ACDBE incubator program with LAWA to support local businesses at LAX including a collaboration with Belgium Waffle Haus for pop-up stands at LAX-it Lot, distributing over 500 waffles and beverages.

F. Proposer's Culture

At JCDecaux, our commitment to Equity, Diversity, and Inclusion (EDI) is deeply woven into both our global and regional operations, serving as a foundation for how we hire, develop, and collaborate across all levels of the organization. Through a combination of clear policies, innovative programs, and strategic partnerships, we ensure EDI is not just a value—but a daily practice.

At JCDecaux North America, we've implemented formal DEI policies and created a culture that empowers every employee. Our internal programming includes mandatory annual anti-harassment and bystander training, monthly micro-lessons centered on inclusion, and a robust mentorship initiative that fosters the professional growth of junior staff. In our recruitment and hiring processes, we prioritize equity and inclusivity to attract a richly diverse talent pool, and we support continuous development through structured career advancement pathways. We also actively partner with organizations such as PENCIL in NYC, offering our Summer Internship Ladder for Leaders, which opens doors for students from underrepresented communities to access real-world opportunities.

Our commitment extends beyond internal practices. As a participant employer in OOH UNITED, we contribute to industry-wide DEI progress by engaging our leadership in public forums, panels, and conferences. We also celebrate cultural diversity through events and storytelling, and champion local minority-owned businesses to foster community-level inclusion.

On a global scale, the JCDecaux Group drives EDI through a phased strategy. In 2025–2026, we are laying a foundation with unconscious bias training for 100% of staff and managers, establishing clear DEI policies and implementing ESG reporting tools that track diversity progress quarterly. Looking ahead, we are committed to increasing female representation in leadership to at least 40%, conducting comprehensive pay gap analyses, and developing career management policies that encourage internal mobility and equal opportunity. Localized action plans will further support professional equity across regions.

Across all operations, our expectations are clear: we value partnerships with subcontractors and subconsultants who share our DEI principles, and we seek to build inclusive, collaborative relationships that reflect and reinforce the diverse world we serve.

Over the next five years, JCDecaux is committed to implementing a robust and holistic roadmap to advance equity, diversity, and inclusion (EDI) across all levels of the organization—internally among employees, and externally within the communities and industries we serve.

At JCDecaux North America, our initiatives will focus on expanding youth mentoring, inclusive hiring, training, leadership development, and community engagement. We will strengthen programs such as our *Summer Internship Ladder for Leaders* with PENCIL in New York City, providing students from underrepresented backgrounds with hands-on exposure to careers in advertising and outdoor media. We also plan to enhance our

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participation in initiatives like NYC's Career Discovery Week and support local minority-owned businesses, reflecting our belief that equity must extend beyond the workplace and into the communities we operate in. Internally, we will deepen our commitment to inclusivity through ongoing implicit bias training, expansion of microlearning on inclusion topics, and improved succession planning to elevate diverse talent into leadership roles. These efforts will be supported by structured development pathways and leadership programs that cultivate a culture of continuous learning and advancement for all employees.

G. Future Initiatives

Five-Year Roadmap:

- Globally, the JCDecaux Group will roll out a comprehensive phased plan. From 2025 to 2026, we will launch unconscious bias training for 100% of staff and managers and develop local DEI action plans accompanied by ESG reporting tools to track metrics and progress transparently. Between 2027 and 2028, our focus will evolve to include enhancing leadership representation—specifically increasing women in leadership roles to at least 40%—and implementing mentorship programs for women and stereotype training that spans nationalities and ethnicities.
- Externally, our group-wide initiatives will expand to support social responsibility programs through youth mentoring, internships, and strong community partnerships. By actively engaging with educational institutions, nonprofits, and local businesses, we aim to create equitable pathways into our industry, promote cultural diversity, and empower future generations.
- Together, these efforts reflect our global vision: to be a driving force for inclusive leadership, community upliftment, and lasting DEI impact across industries and borders.
- On a local level, we intend to expand our DEI footprint further by enhancing certification processes, broadening contractor scopes, and increasing representation in new markets such as Denver.
- Working closely with DEN, we will identify and engage businesses familiar to the airport, supporting smooth integration of future projects and maintaining our DEI commitment. Continued engagement with community organizations will support these efforts. We have already identified some local community-based groups and trade associations; we will actively engage with in order to maximize our search for local MBE/WBE certified contractors and suppliers qualified for our capital deployment scope. Here are some examples:
    - Colorado Black Chamber of Commerce
    - Colorado Association of Black Professional Engineers and Scientists (CABPES)
    - NSBE Denver Professionals
    - Colorado Inclusive Economy
    - Denver Hispanic Chamber of Commerce
    - HCC Hispanic Contractors of Colorado

  We have already started some preliminary technical and pricing discussions with Schlosser Signs, an M/WBE, DBE and SBE-certified business local to the Denver area, and currently actively working at DEN airport

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9
Business Plan and Financial Offer

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9. Business Plan and Financial Offer

The summary below provides two scenarios, one is predicated on DEN undertaking responsibility for the enabling CAPEX ("Enabling CAPEX") for their pre-identified locations and the other provides slightly revised terms if JCDecaux is required to fund this additional CAPEX.

Revenue

Revenue in year one will grow based on increasing passenger numbers, increased number of Gateroom Blade screens and improvements in yield and occupancy. That projection also assumes that the existing assets remain in place whilst we install the new proposed locations and we do not assume there will be any revenue for the Pena Exterior.

For Year 2, we expect a significant acceleration of revenues, as much as 20%, as the new interior advertising program is installed and marketed and 20% growth from 2024 on the exterior program as improvements are made to the LED displays.

For Years 3 through7 with our new program fully installed and the JCDecaux proven sales strategy combined with audience growth, resulting in higher yield and occupancy, we would expect that the revenues from the interior program would continue to grow above CPI and growth in Years 8 through 10 would occur in line with CPI. We expect that revenue on the upgraded Pena Exteriors will also increase consistent with CPI.

Minimum Annual Guarantees (MAG)

Year 1 would enjoy a 289% increase over the 2024 MAG, going from $3.342 million to $13 million.

In Year 2 there would be a further increase of 11.5% increase over the 2025 MAG as a function of the Pena Exterior locations becoming part of the asset base.

Years 3 through 10 the MAG would continue to increase at a rate of 3% CPI every year as a baseline of guaranteed growth. Irrespective of any additional MAG calculation based on the revenue produced in the prior year, the base line MAG will never drop below the given years MAG (unless otherwise agreed with DEN).

Percentage Fee to DEN

The percentage fee proposal is broken into three thresholds to allow for the recovery of the significant capital outlay required to deliver this world class media offering and to give effect to any amounts that DEN is spending for the Enabling CAPEX (or such amounts if JCDecaux is responsible for the activities) and which we estimate to have a cost of ~ $1.1 million.

The first threshold:

- If DEN pays the Enabling CAPEX – JCDecaux would pay DEN a percentage share of 64% of the revenue generated on the assets up to $10 million
- If JCDecaux pays the Enabling CAPEX – JCDecaux would pay DEN a percentage share of 62.5% of the revenue generated on the assets up to $10 million

The second threshold:

- If DEN pays the Enabling CAPEX – JCDecaux would pay DEN a percentage share of 66% of the revenue generated on the assets above $10 million up to $30 million
- If JCDecaux pays the Enabling CAPEX – JCDecaux would pay DEN a percentage share of 66% of the revenue generated on the assets above $10 million up to $35 million

The third threshold:

- If DEN pays the Enabling CAPEX – JCDecaux would pay DEN a percentage share of 70% of the revenue generated on the assets over $30 million
- If JCDecaux pays the Enabling CAPEX – JCDecaux would pay DEN a percentage share of 70% of the revenue generated on the assets over $35 million

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Based on our forecast, the 70% percentage payment, which is 2.5% higher than the existing program's share of revenues to the Airport, could be reached as early as the second year of the contract if DEN pays the Enabling CAPEX and by Year 6, over $9 million (or 20%) of the $44 million projected revenues would be at the 70% share.

JCDecaux Compensation to DEN

The JCDecaux proposal provides two compensation values:

1. A Minimum Annual Guarantee:
   We are proposing a variable MAG calculation that sets the MAG for the next year at the higher of 80% of prior year's total payments to DEN, or the Baseline MAG as set out in Table 1 (which is a fixed MAG for the duration of the contract increased by a 3% CPI each year). Based on our sales forecast and assuming DEN paid the enabling CAPEX, DEN would receive a total of $207,408,465 in guaranteed payments over the term and an additional $68,693,567 in payment based on the percentage fees, that would be paid in accordance with the thresholds set out in Table 3, totaling $276,102,002. And;
2. Visit Denver Global Advertising Value: $30 million
   JCDecaux will provide $3 million of display space in its global network each year to Visit Denver the value of $3m per annum, an additional $30m of value to DEN

Thus - JCDecaux compensation paid to DEN and the City will total over $300m over the course of the initial term. See the discussion below for more detail regarding the Global Advertising compensation.

Investment Plan of JCDecaux in DEN

To deliver the elevated media offering for DEN that will allow for a significant increase in advertising revenues JCDecaux will be making significant capital investments in the Airport, predominantly through the installation of large format digital installations but also through the removal of interior legacy locations (both static and digital) as well as the LED feature poles on the Pena approach road.

In order to install as quickly as possible and begin generating the up-lift in revenue for the program and the Airport, we would focus on the installation of interior digital networks and expect that the vast majority of the $15.3million will be spent in year 1 of the program. This new technology is of the highest quality in the market and has a 10+ year lifespan, and thus, replacement is not required. We would, however, make additional investment in connection with replacing the pre-existing digital installations in Concourse A.

In year 2 we would focus investment on the exteriors, as soon as they are incorporated into the concession.

Any amounts for replacement or repair would be covered by our maintenance and spare parts and warranties.

Global Tourism for Visit Denver: Alternate Compensation

Tourism is a mainstay of any city and Denver is no different. The tourism industry expert, Longwoods International, analyzing 2024 tourism impact in Denver noted that the 37.1 million visitors to Denver generated $10.3 billion in revenue with direct visitor spending supporting over 73,000 jobs in the metro Denver area. According to the Colorado Tourism, although representing less than two percent of overall visitors to Colorado, international visitors account for eight percent of the overall tourist spending for the state as reported in 2023. The annual international visitors to the entire state peaked at nearly one million prior to the pandemic, but the volume has not been close to that since.

We are sensitive to the fact that Visit Denver has currently has 100% share of voice in 6 static locations across each of the Concourses in the existing program. While we propose to reduce Visit Denver's share of time to 20% in the new offering we highlighted in Section 5, we believe that the significant benefits Visit Denver will receive from this conversion to digital (dynamic copy changes, lower production costs, full motion capabilities) more than compensates for the reduced share of time.

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Having said that, capturing dollars from the millions of international travelers arriving at DEN annually, is a huge opportunity to increase revenue and add to the tax base of Denver. Tourism advertising on the global JCDecaux network was offered to one major city in 2015 and since that time there has been a significant increase in the number of international visitors. Between 2015 and 2019 (pre-covid), the international visitation from each of Spain and Italy increased between 20% and 35%, just to point to two example markets. In fact, increases were experienced across all the markets that advertising occurred on the JCDecaux networks. To that end, in addition to the 20% share of time [we are offering to Visit Denver] set out in Section 5 we are also prepared to offer $3million per year of alternate compensation composed of global tourism advertising on the world-wide JCDecaux advertising platform.

There is no question that this compensation will have a positive material impact on revenue for Denver. The ROI of international marketing across all countries in which Brand USA (the national organization charged with marketing the United States) is over $23 for every dollar invested, and as such, the value of [$30] million of advertising has a potential uplift to Denver of so much more. And this additional value is flexible. Each year Destination Denver (or any other agent tapped to manage this offering) would provide a list of markets that it would desire to place advertising in and for how much and when, and JCDecaux would reach across to the applicable affiliates to work up an advertising placement plan. The placement of which cities and exactly where is not always guaranteed but generally we would be able to place the advertising in the capital cities of the nations desired. Denver tourism adverting could be seen from Rio de Janeiro to Berlin to London to Singapore, just to name a few major markets. And, impressions can be shared as well as site locations and even a few photos

[1] Tourism Economics, An Oxford Economics Company, *The Return on Investment of Brand USA Marketing, FY 2024,* March 2025, p6. chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.thebrandusa.com/sites/default/files/2025-04/Brand%20USA%20ROI%20(FY2024)%20TE-Oxford%203-10-2025%5B86%5D.pdf

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Additional Documents
Appendices

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Appendix 2 – Qualifications and Experience

On the following pages please find resumes for:

1. Alan Sullivan
2. Jonathan Davis
3. Pamela Rozell
4. Tara DeSpain
5. Anita Dierker

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[redacted]

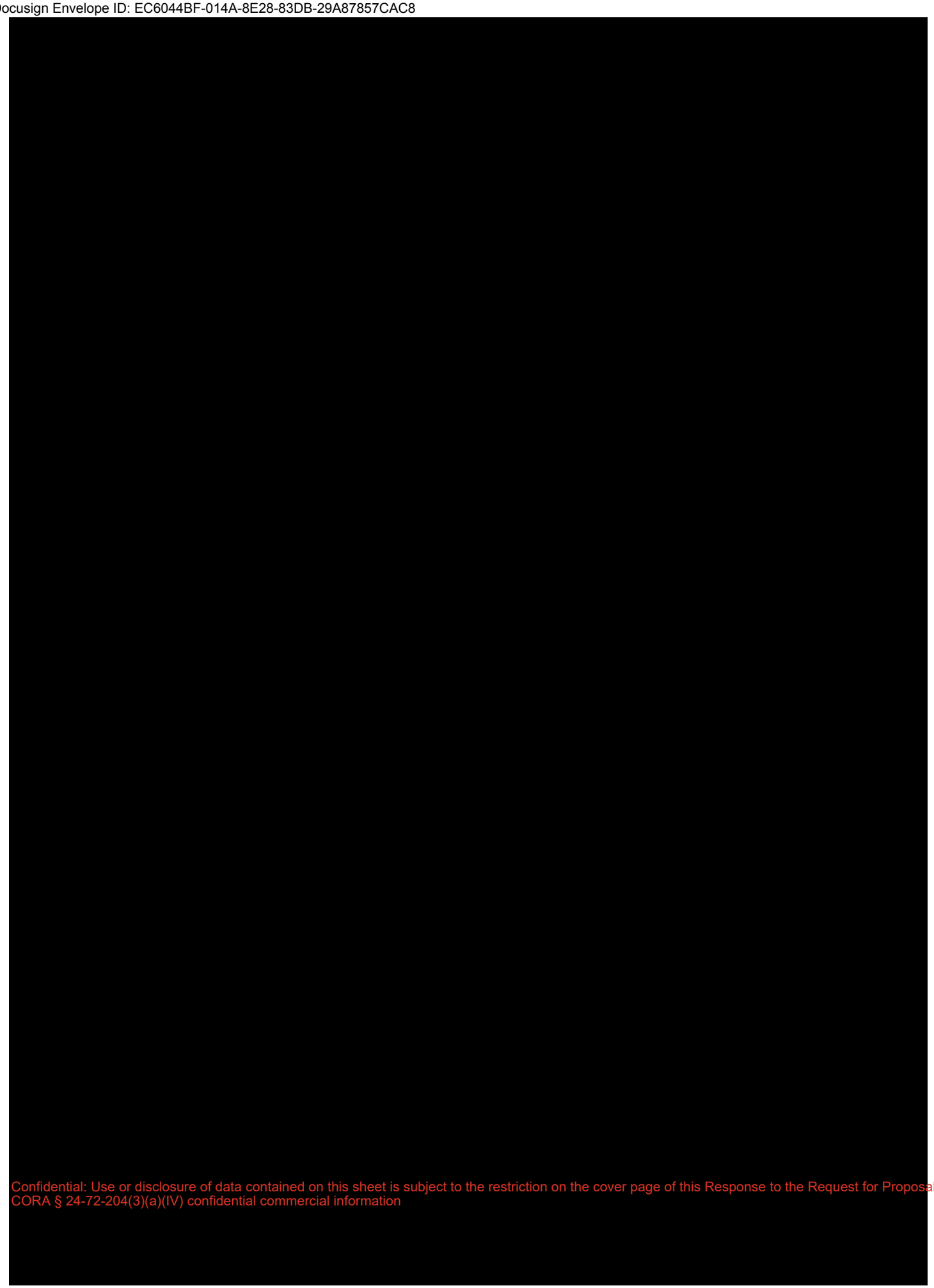
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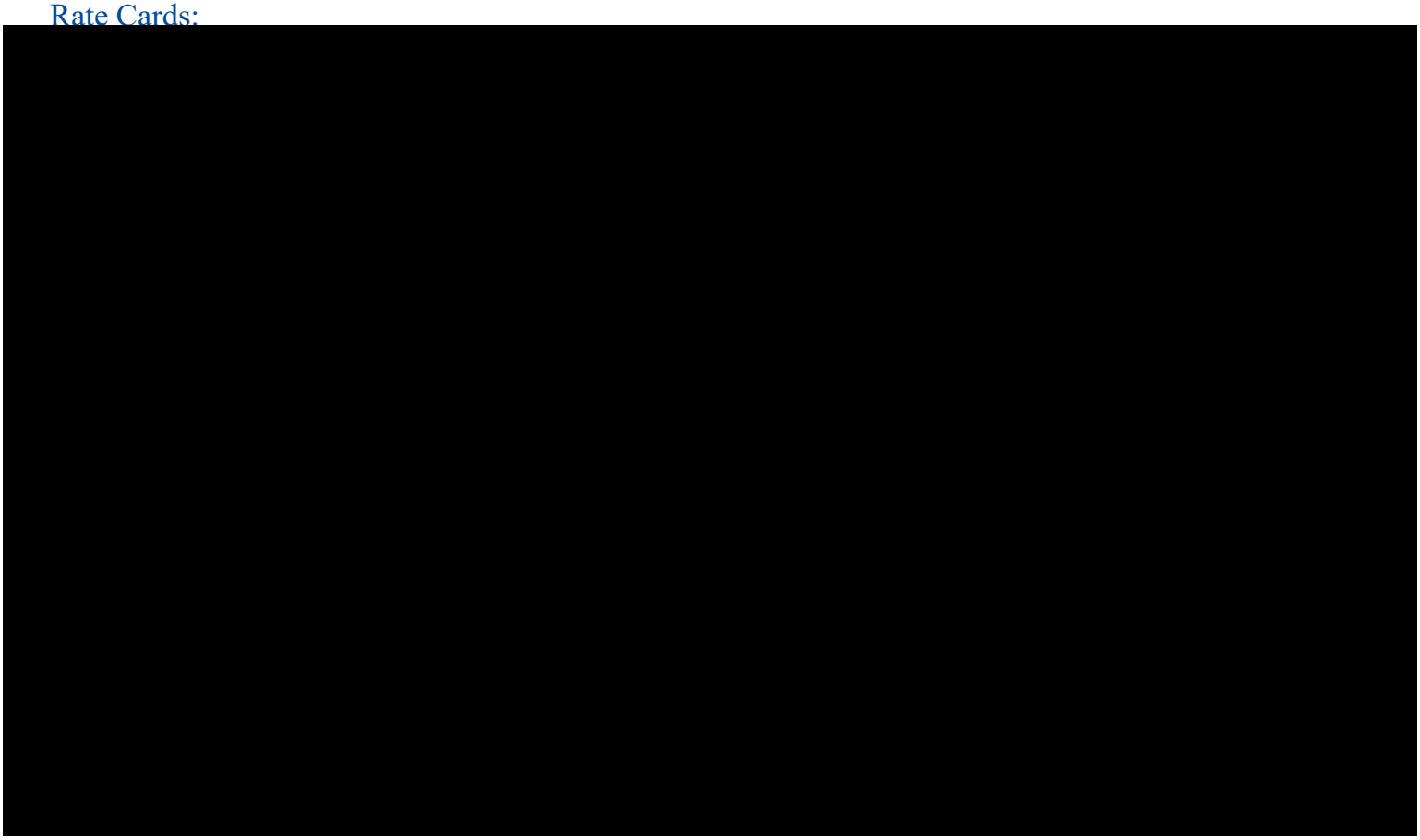
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Appendix 4 – Sales, Marketing and Pricing Plan

Rate Cards:



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Appendix 5 – Asset Plan
Renderings

Denver Domination:



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Global Gateway:



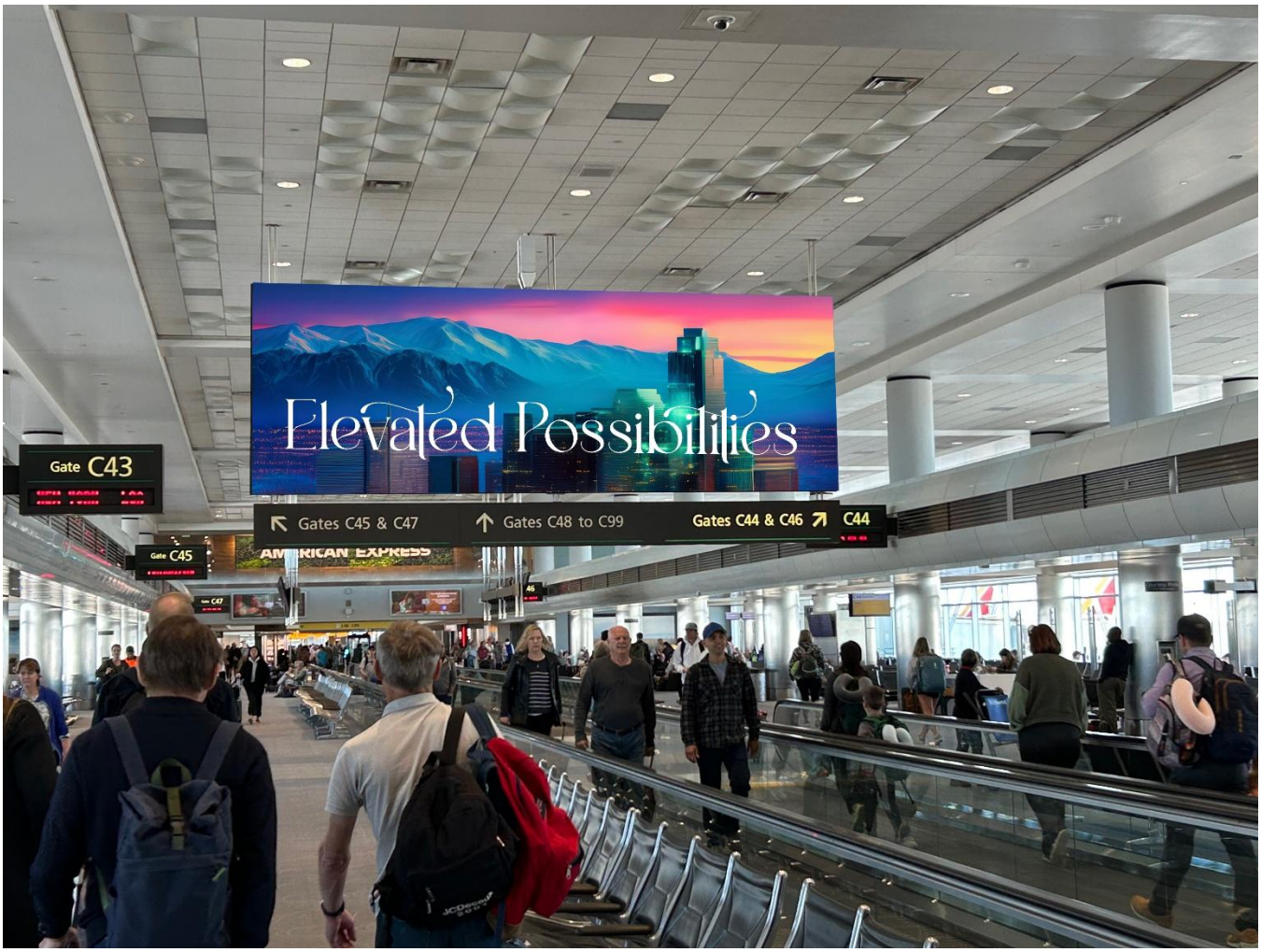
Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Digital Arrivals Network:



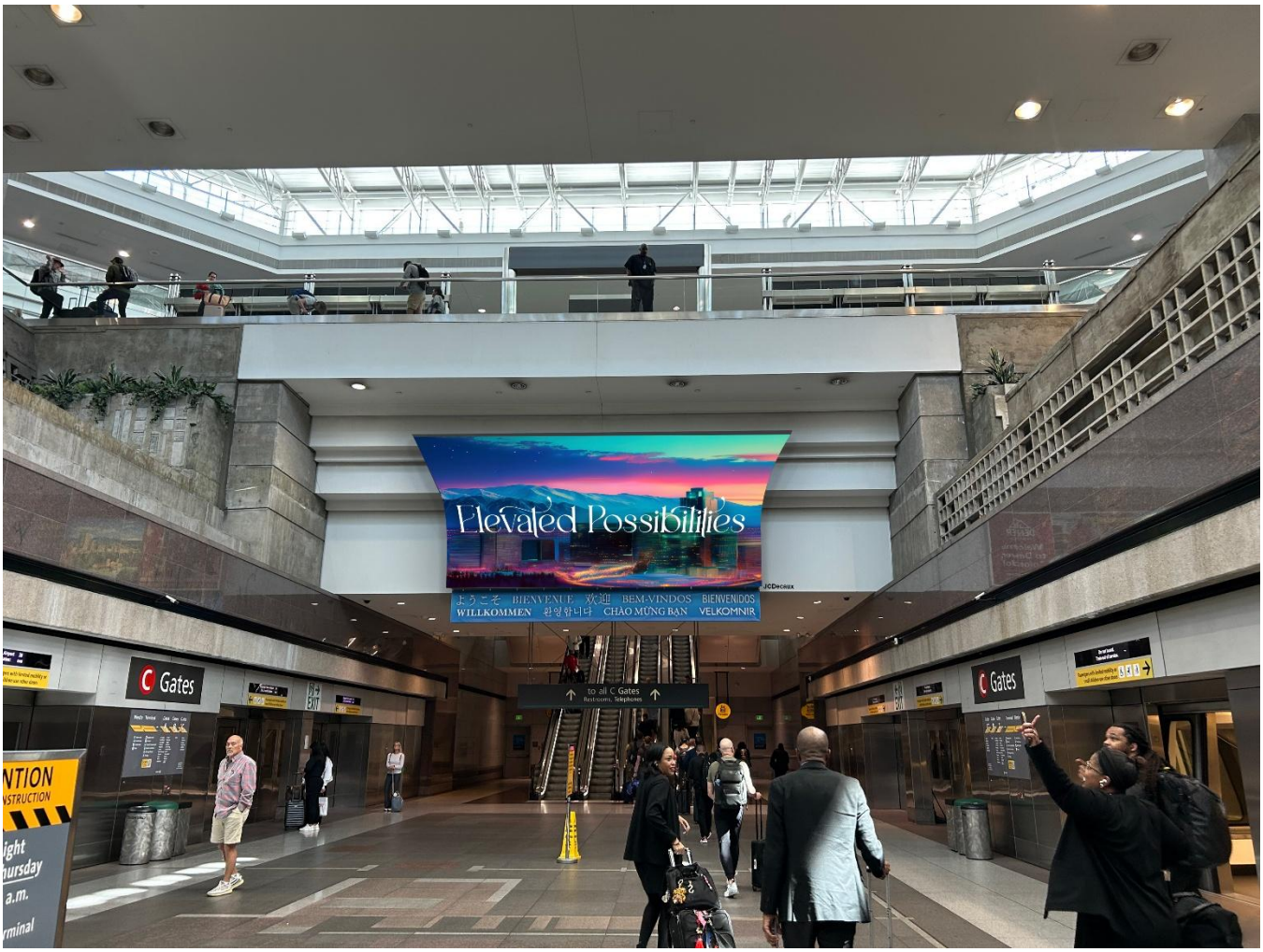
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Digital Spectacular Network:



Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Wave Portals:



Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Appendix 5 – Asset Plan

On the following pages please find:
Table of Assets
Advertising Program Maps
Line Drawings

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5. Asset Plan

Total Inventory Count by Location

	Level 5	Level 6	Great Hall Train Platform	A Bridge	Concourse A	A Train Platform	Concourse B	B Train Platform	Concourse C	C Train Platform	Trains	Exteriors	Totals
Digital Gate Blade Signs					17		60		20				**97**
Future Digital Gate Blade Signs					23				25				**48**
Global Gateways	2			2									**4**
International Gateways	2												**2**
The Peaks		2											**2**
Denver Domination		4											**4**
Wave Portals						2		2		2			**6**
Digital Spectacular Network					2		2		2				**6**
Digital Arrivals Network	12												**12**
Hydration Station Wraps					4		4		4				**12**
Exhibits					5		2		2				**9**
Train Station Domination			2			2		2		2			**8**
Interior Train Panels											26		**26**
Peña Roadside Amenity Signs												11	**11**
Peña Welcome Sign												3	**3**
Totals	**16**	**6**	**2**	**2**	**51**	**4**	**68**	**4**	**53**	**4**	**26**	**14**	**250**

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5. Asset Plan
Details by Location

5. Asset Plan
Details by Location

											JCDecaux's Plan		
Asset Name	CCA site number*	Location	Precinct	Position	Format	Product	Illuminated?	Size	Audience	Additional Information	Remove/Keep/Upgrade/ New Unit	Type of New Unit	Notes
Digital Gate Blade Signs	PK34LED-1	A	Outer West	Suspended	Digital	LED	Yes	96"H x 36"W	Both	17 double-sided gate flag signs located at A West gates A14-A29 & A31, owned and maintained by DEN	Keep	Digital Gate Blade Signs	17 DS Units. 23 To be Installed
Train Platform Wall Wraps	DEN-PK12WW-1-4	A	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform east wall wraps	Keep	Train Station Domination	
Train Platform Wall Wraps	DEN-PK12WW-1-5	A	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform west wall wraps	Keep	Train Station Domination	
Hydration Station Wraps	PK4WW-3-1	A	Center core	Wrap	Static	Wrap	No	Various	Both	4 center core hydration station wraps	Keep	Hydration Station Wraps	
Floor Exh bit	DEN-1AMT-EX-1	A	Center core						Both	Northeast center core	Keep	Exhibit	
Floor Exh bit	DEN-1AMT-EX-2	A	Center core						Both	Southwest center core	Keep	Exhibit	
Floor Exh bit	DEN-1AMT-EX-3	A	Center core						Both	North center core	Keep	Exhibit	
Floor Exh bit	DEN-1AMT-EX-4	A	Center core						Both	South center core	Keep	Exhibit	
Floor Exh bit	DEN-1AMT-EX-5	A	Center core						Both	Northwest center core	Keep	Exhibit	
Hanging LED	NEW	A	East Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network	
Hanging LED	NEW	A	West Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network	
Train Platform Escalator TFD	DEN-1AMT-TFD-1	A	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove		
Train Platform EscalatorTFD	DEN-1AMT-TFD-2	A	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove		
Autowalk TFB	DEN-1AE-TFB-4	A	East Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Departures		Remove		
Autowalk TFB	DEN-1AE-TFB-5	A	East Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Arrivals		Remove		
Autowalk TFB	DEN-1AW-TFB-4	A	West Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Departures		Remove		
Autowalk TFB	DEN-1AW-TFB-5	A	West Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Arrivals		Remove		
Train Platform Escalator Digital	DEN-1AMT-LCD-2	A	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove		
Center Core Bulkhead LED	DEN_1AMT-VW-1	A	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove		
Center Core Bulkhead LED	DEN_1AMT-VW-2	A	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove		
A West 1 Arrivals Bulkhead		A	West Subcore 1	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove		
A West 3 Departures Bulkhead		A	West Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Departures		Remove		
A West 3 Arrivals Bulkhead		A	West Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove		
A East End Elevator Shaft		A	East Subcore 2	Wall mounted	Digital	LED	Yes	TBD	Departures	West facing wall at east end of concourse	Remove		
Center Core Spectacular	DEN-1AMT-S-1	A	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1AMT-S-2	A	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1AMT-S-3	A	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1AMT-S-4	A	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Diorama	DEN-1AE-MGD-9	A	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Diorama	DEN-1AE-MGD-10	A	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Diorama	DEN-1AE-MGD-11	A	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove		
Diorama	DEN-1AE-MGD-12	A	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove		
Double Diorama	DEN-1AW-MGD-5	A	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Double Diorama	DEN-1AW-MGD-6	A	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Train Platform Escalator Digital	DEN_1AMT-LCD-1	A	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove		
Welcome to Denver		A	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	North Interior Bulkhead	Upgrade	Wave Portals	
Welcome to Denver		A	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	South Interior Bu khead	Upgrade	Wave Portals	
North Bridge East Video Wall	1AE-VW-1	A Bridge	L5 East	Wall mounted	Digital	Video wall	Yes	94"H x 166"W	Departures		Keep	Global Gateways	
North Bridge West Video Wall	1AW-VW-1	A Bridge	L5 West	Wall mounted	Digital	Video wall	Yes	94"H x 166"W	Departures		Keep	Global Gateways	
Digital Gate Blade Signs	PK120LED-1	B		Suspended	Digital	LED	Yes	Two Sizes	Both	60 double-sided gate flag signs covering all concourse level B gates. Signs at gates B62-B71 are 60"H x 28"W, remaining 50 signs are 96"H x 28"W. Signs are owned and maintained by DEN	Keep	Digital Gate Blade Signs	60 DS Units
Train Platform Wall Wraps	DEN-PK12WW-3-1	B	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform east wall wraps	Keep	Train Station Domination	
Train Platform Wall Wraps	DEN-PK12WW-4-1	B	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform west wall wraps	Keep	Train Station Domination	
Hydration Station Wraps	PK4WW-1-1	B	Center core	Wrap	Static	Wrap	No	Various	Both	4 center core hydration station wraps	Keep	Hydration Station Wraps	
Floor Exh bit	DEN-1BMT-EX-4	B	Center core						Both	North center core	Keep	Exhibit	
Floor Exh bit	DEN-1BMT-EX-3	B	Center core						Both	South center core	Keep	Exhibit	
Hanging LED	NEW	B	East Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network	
Hanging LED	NEW	B	West Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network	
Full Bu khead TFD	DEN-1BE-TFD-1	B	East Subcore 1	Bulkhead	Static	Fabric banner	No	41"H x 390"W	Departures		Remove		
Train Platform Escalator TFD	DEN-1BMT-TFD-1	B	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove		
Train Platform Escalator TFD	DEN-1BMT-TFD-2	B	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove		
Full Bu khead TFD	DEN-1BW-TFD-1	B	West Subcore 1	Bulkhead	Static	Fabric banner	No	41"H x 390"W	Departures		Remove		
Wall Mounted TFD	BE-LTFD-1	B	Center core	Wall mounted	Static	Fabric banner	Yes	48"H x 255"W	Both	Between CC and B39, not yet installed and electrical for lighting location pending	Remove		
Wall Mounted TFD	BE-LTFD-2	B	East Subcore 1	Wall mounted	Static	Fabric banner	Yes	48"H x 265"W	Both	Between B46-B48, not yet installed and electrical for lighting location pending	Remove		
Wall Mounted TFD	BE-LTFD-3	B	East Subcore 1	Wall mounted	Static	Fabric banner	Yes	48"H x 330"W	Both	Between B45-B47, TFD installed, electrical for lighting location pending	Remove		
Wall Mounted TFD	BE-LTFD-4	B	East Subcore 2	Wall mounted	Static	Fabric banner	Yes	48"H x 197"W	Both	Between B56-B58, TFD installed, electrical for lighting location pending	Remove		
Wall Mounted TFD	BE-LTFD-5	B	East Subcore 3	Wall mounted	Static	Fabric banner	Yes	48"H x 211"W	Both	Between B57-B59, not yet installed and electrical for lighting location pending	Remove		
Wall Mounted TFD	BW-LTFD-1	B	West Subcore 3	Wall mounted	Static	Fabric banner	Yes	48"H x 238"W	Both	Between B17-B15, not yet installed and electrical for lighting location pending	Remove		
Wall Mounted TFD	BW-LTFD-2	B	West Subcore 2	Wall mounted	Static	Fabric banner	Yes	48"H x 331"W	Both	Between B24-B26, TFD installed, electrical for lighting location pending	Remove		
Wall Mounted TFD	BW-LTFD-3	B	West Subcore 2	Wall mounted	Static	Fabric banner	Yes	48"H x 220"W	Both	Between B25-B27, TFD installed, electrical for lighting location pending	Remove		
Bulkhead TFD	BW-TFD-8	B	West Subcore 2	Bulkhead	Static	Fabric banner	No	48"H x 288"W	Arrivals	Recently approved TFD not yet installed	Remove		
Bulkhead TFD	BW-TFD-9	B	West Subcore 2	Bulkhead	Static	Fabric banner	No	48"H x 288"W	Arrivals	Recently approved TFD not yet installed	Remove		
Train Platform Escalator Digital	DEN_1BMT-LCD-1	B	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove		
Train Platform Escalator Digital	DEN_1BMT-LCD-2	B	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove		
Center Core Bulkhead LED	DEN-1BMT-VW-1	B	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove		
Center Core Bulkhead LED	DEN-1BMT-VW-2	B	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove		
B East North Finger Arrivals Bulkhead		B	East Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove		
Double Diorama	DEN-1BE-MGD-13	B	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove		
Double Diorama	DEN-1BE-MGD-14	B	East Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove		
Double Diorama	DEN-1BE-MGD-15	B	East Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Double Diorama	DEN-1BE-MGD-16	B	East Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Double Diorama	DEN-1BE-MGD-17	B	East Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove		
Double Diorama	DEN-1BE-MGD-18	B	East Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove		
Center Core Spectacular	DEN-1BMT-S-1	B	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1BMT-S-2	B	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1BMT-S-3	B	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1BMT-S-4	B	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Double Diorama	DEN-1BW-MGD-9	B	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove		
Double Diorama	DEN-1BW-MGD-10	B	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Arrivals		Remove		
Double Diorama	DEN-1BW-MGD-11	B	West Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Double Diorama	DEN-1BW-MGD-12	B	West Subcore 2	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Welcome to Denver		B	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	North Interior Bulkhead	Upgrade	Wave Portals	
Welcome to Denver		B	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	South Interior Bu khead	Upgrade	Wave Portals	

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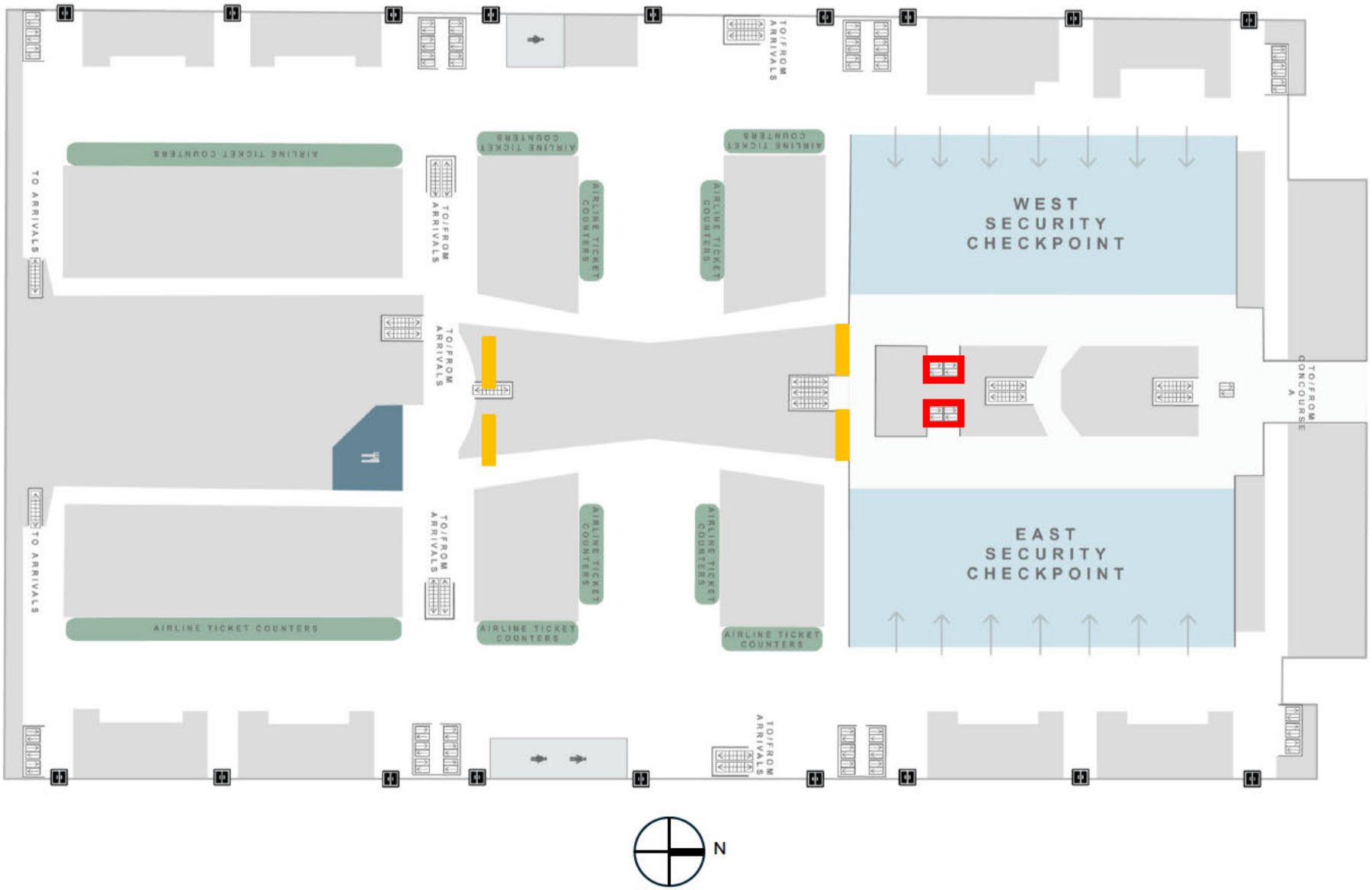
											JCDecaux's Plan		
Asset Name	CCA site number*	Location	Precinct	Position	Format	Product	Illuminated?	Size	Audience	Additional Information	Remove/Keep/Upgrade/ New Unit	Type of New Unit	Notes
Digital Gate Blade Signs	PK40LED-1	C	Outer East	Suspended	Digital	LED	Yes	96"H x 36"W	Both	20 double-sided gate flag signs located at C East gates C48-C67, owned and maintained by DEN	Keep	Digital Gate Blade Signs	20 DS Units. 25To be Installed
Train Platform Wall Wraps	DEN-PK12WW-S-1	C	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform east wall wraps	Keep	Train Station Domination	
Train Platform Wall Wraps	DEN-PK12WW-6-1	C	Center core	Train panel	Static	Train panels	No	Various	Both	12 train platform west wall wraps	Keep	Train Station Domination	
Hydration Station Wraps	PK4WW-2-1	C	Center core	Wrap	Static	Wrap	No	Various	Both	4 center core hydration station wraps	Keep	Hydration Station Wraps	
Floor Exhibit	DEN-1CMT-EX-3	C	Center core						Both	North center core	Keep	Exhibit	
Floor Exhibit	DEN-1CMT-EX-4	C	Center core						Both	South center core	Keep	Exhibit	
Hanging LED	NEW	C	East Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network	
Hanging LED	NEW	C	West Subcore 1	Hanging	Digital	LED	Yes		Both		New	Digital Spectacular Network	
Center Core NE Column	DEN-1CMT-VD-1/2	C	Center core	Column	Static	Column wrap	Yes	88"H x 70"W	Both	Two sided column - size represents each side of column	Remove		
Bulkhead TFD	DEN-1CE-MGD-5	C	East Subcore 1	Bulkhead	Static	Fabric banner	Yes	48"H x218"W	Departures	Diorama approved for TFD replacement	Remove		
Bulkhead TFD	DEN-1CE-MGD-6	C	East Subcore 1	Bulkhead	Static	Fabric banner	Yes	48"H x218"W	Departures	Diorama approved for TFD replacement	Remove		
Autowalk TFB	DEN-1CE-TFB-3	C	East Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Departures		Remove		
Autowalk TFB	DEN-1CE-TFB-4	C	East Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Arrivals		Remove		
Train Platform Escalator TFD	DEN-1CMT-TFD-1	C	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove		
Train Platform Escalator TFD	DEN-1CMT-TFD-2	C	Center core	Bulkhead	Static	Fabric banner	No	64"H x 300"W	Both		Remove		
Autowalk TFB	DEN-1CW-TFB-3	C	West Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Arrivals		Remove		
Autowalk TFB	DEN-1CW-TFB-4	C	West Subcore 1	Suspended	Static	Fabric banner	No	60"H x 324"W	Departures		Remove		
Train Platform Escalator Digital	DEN-CMT-LCD-1	C	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove		
Train Platform Escalator Digital	DEN-CMT-LCD-2	C	Center core	Bulkhead	Digital	LCD	Yes	98"	Both		Remove		
Center Core Bulkhead LED	DEN-1CMT-VW-1	C	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove		
Center Core Bulkhead LED	DEN-1CMT-VW-2	C	Center core	Bulkhead	Digital	LED	Yes	57"H x 199"W	Arrivals		Remove		
C East 1 Arrivals Bulkhead		C	East Subcore 1	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove		
C East 2 Departures Bulkhead		C	East Subcore 2	Bulkhead	Digital	LED	Yes	TBD	Departures		Remove		
C East 2 Arrivals Bulkhead		C	East Subcore 2	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove		
C East 3 Departures Bulkhead		C	East Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Departures		Remove		
C East 3 Arrivals Bulkhead		C	East Subcore 3	Bulkhead	Digital	LED	Yes	TBD	Arrivals		Remove		
Center Core Spectacular	DEN-1CMT-S-1	C	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1CMT-S-2	C	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1CMT-S-3	C	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Center Core Spectacular	DEN-1CMT-S-4	C	Center core	Floor mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Double Diorama	DEN-1CW-MGD-5	C	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Double Diorama	DEN-1CW-MGD-6	C	West Subcore 1	Bulkhead	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Welcome to Denver		C	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	North Interior Bulkhead	Upgrade	Wave Portals	
Welcome to Denver		C	Train platform	Bulkhead	Digital	LED	Yes	TBD	Both	South Interior Bulkhead	Upgrade	Wave Portals	
TSA Bulkhead LED	MTTS-VW-1	Great Hall	Level 5 - South Checkpoint	Bulkhead	Digital	LED	Yes	57"H x 199"W	Departures		Keep	Global Gateways	
Baggage Claims 1-18		Great Hall	Level 5 Arrivals	Suspended	Digital	LCD	Yes	TBD	Arrivals	Package of 18 Baggage Claim Screens	Keep	Double-Sided LCD Screens	Package of 12 Screens
2 International Arrival Columns		Great Hall	Level 5 Arrivals	Column	Digital	LED	Yes	166"H x 96"W x 36"D	Arrivals	2 Digital Columns	Keep	International Gateways	
Northeast Arrival Bulkhead		Great Hall	Level 6	Bulkhead	Digital	LED	Yes	96"H x 384"W	Arrivals	Confirm South Arrivals Media	Keep	Denver Domination	
Northwest Arrival Bulkhead		Great Hall	Level 6	Bulkhead	Digital	LED	Yes	96"H x 384"W	Arrivals	Confirm South Arrivals Media	Keep	Denver Domination	
Elevator Core Wrap		Great Hall	Level 6	Wrap	Digital	Wrap	Yes	4 panels 16' x 20' & 4 panels 16' x 10'	Departures	4 Sided Digital LEDs	Keep	The Peaks	
Elevator Core Wrap		Great Hall	Level 6	Wrap	Digital	Wrap	Yes	4 panels 16' x 20' & 4 panels 16' x 10'	Departures	4 Sided Digital LEDs	Keep	The Peaks	
South Arrival Bulkhead	New	Great Hall	Level 6	Bulkhead	Digital	LED	Yes	96"H x 384"W	Arrivals		New	Denver Domination	
South Arrival Bulkhead	New	Great Hall	Level 6	Bulkhead	Digital	LED	Yes	96"H x 384"W	Arrivals		New	Denver Domination	
Triple Escalator Digital		Great Hall	Level 5	Bulkhead	Digital	LED	Yes	102"H x 284"W	Departures	Level 6 to Level 4 Secure Departure Train Platform	Keep	Global Gateways	
Train Platform Wall Wraps		Great Hall	Departure Platform	Train panel	Static	Train panels	No	Various	Departures	12 train platform east wall wraps	New	Train Station Domination	
Train Platform Wall Wraps		Great Hall	Departure Platform	Train panel	Static	Train panels	No	Various	Departures	12 train platform west wall wraps	New	Train Station Domination	
Baggage Claim Network	1WBC-LCD-1	Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove		
Baggage Claim Network	1JBC-LCD-1	Great Hall	DOM baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove		
Baggage Claim Network	1WBC-LCD-3	Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove		
Baggage Claim Network	1WBC-LCD-4	Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove		
Baggage Claim Network	1EBC-LCD-1	Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove		
Baggage Claim Network	1JBC-LCD-3	Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove		
Baggage Claim Network	1EBC-LCD-3	Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove		
Baggage Claim Network	1EBC-LCD-4	Great Hall	DOM Baggage	Wall mounted	Digital	LCD	Yes	75"	Arrivals		Remove		
Double Diorama	DEN-1WT-MGD-5	Great Hall	West Great Hall L6	Wall mounted	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Double Diorama	DEN-1ET-MGD-5	Great Hall	East Great Hall L6	Wall mounted	Static	Lightbox	Yes	43"H x124"W	Departures		Remove		
Spectacular	DEN-1WBC-S-1	Great Hall	West Great Hall L5	Wall mounted	Static	Lightbox	Yes	83"H x 135"W	Both		Remove		
Double Diorama	DEN-1WBC-MGD-5	Great Hall	West Great Hall L5	Wall mounted	Static	Lightbox	Yes	43"H x124"W	Both		Remove		
Double Diorama	DEN-1EBC-MGD-3	Great Hall	East Great Hall L5	Wall mounted	Static	Lightbox	Yes	43"H x124"W	Both		Remove		
4 Meeter / Greeter Digital Displays		Great Hall	Level 5 Arrivals	Wall mounted	Digital	LED	Yes	144"H x 96"W	Arrivals	Package of 4 with possibility of digitally wrapping north and south corners for continuous panel	Remove		
Peña Welcome Sign	Inbound Panel 1	Roadside			Digital	LED	Yes	300"H x 900"W	Arrivals	Available March 2027	Keep	Exterior	
Peña Welcome Sign	Inbound Panel 2	Roadside			Digital	LED	Yes	300"H x 900"W	Arrivals	Available March 2027	Keep	Exterior	
Peña Welcome Sign	Outbound Panel	Roadside			Digital	LED	Yes	300"H x 900"W	Departures	Available March 2027	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-1-1-6	Roadside			Static		No			Road Sign Peña Blvd. West at Tower Road Outbound - Lodging Sign Main	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-3-1-6	Roadside			Static		No			Road Sign Peña Blvd. West at Tower Road Outbound - Lodging Sign Exit	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-9-1-6	Roadside			Static		No			Road Sign Peña Blvd. at 40th Ave. Outbound - Lodging Sign Main	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-11-1-6	Roadside			Static		No			Road Sign Peña Blvd. at 40th Ave. Outbound - Lodging Sign Exit	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-5-1-6	Roadside			Static		No			Road Sign Peña Blvd. East at Tower Road Inbound - Lodging Sign Main	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-2-1-6	Roadside			Static		No			Road Sign Peña Blvd. West at Tower Road Outbound - Food Sign Main	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-4-1-6	Roadside			Static		No			Road Sign Peña Blvd. West at Tower Road Outbound - Food Sign Exit	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-10-1-6	Roadside			Static		No			Road Sign Peña Blvd. West at 40th Ave. Outbound - Food Sign Main	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-12-1-6	Roadside			Static		No			Road Sign Peña Blvd. West at 40th Ave. Outbound - Food Sign Exit	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-6-1-6	Roadside			Static		No			Road Sign Peña Blvd. East at Tower Road Inbound - Food Sign Main	Keep	Exterior	
Peña Roadside Amenity Sign	DEN-10D-RS-8-1-6	Roadside			Static		No			Road Sign Peña Blvd. East at Tower Road Inbound - Food Sign Exit	Keep	Exterior	
26 New AGTS Train Cars (Increased to 41 by 2027)		Train	Train		Digital	LCD	Yes	23.9"	Departures	Package of 26 train cars with 10 panels across 4 locations per car	Keep	Interior Train Panels	

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Program Maps

JEPPESEN TERMINAL – LEVEL 6

The Peaks
Denver Domination



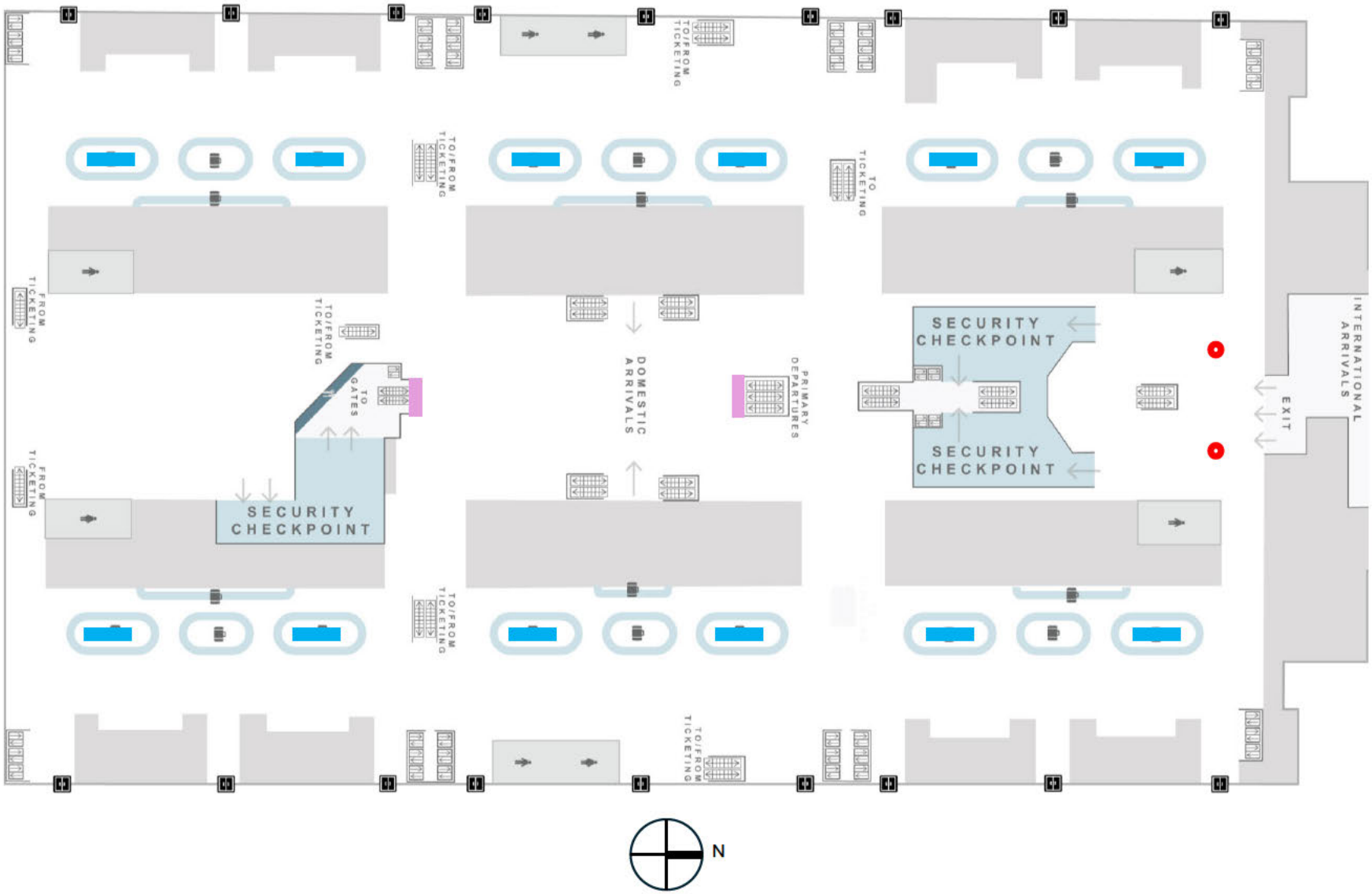
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JEPPESEN TERMINAL – LEVEL 5

Global Gateways

Digital Arrivals Network

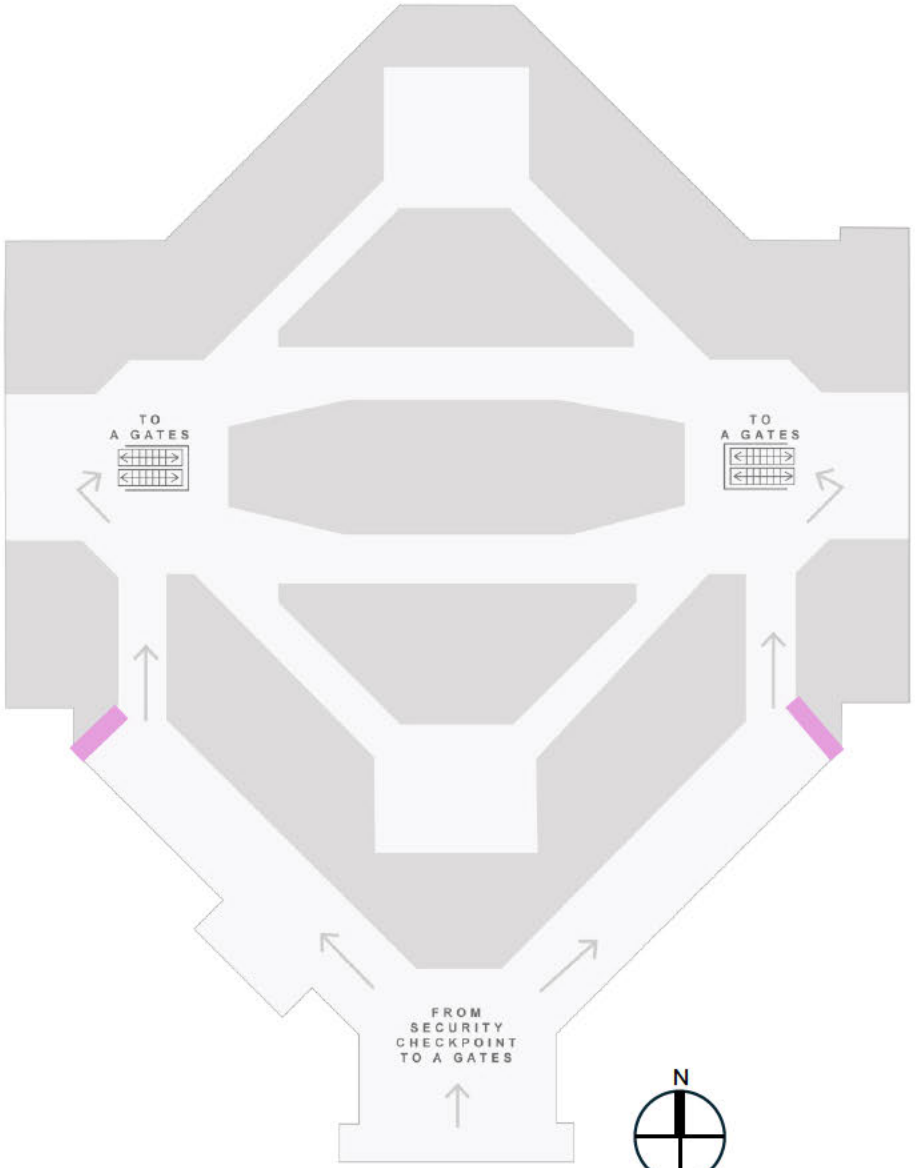
International Gateways



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CONCOURSE A - BRIDGE

Global Gateways

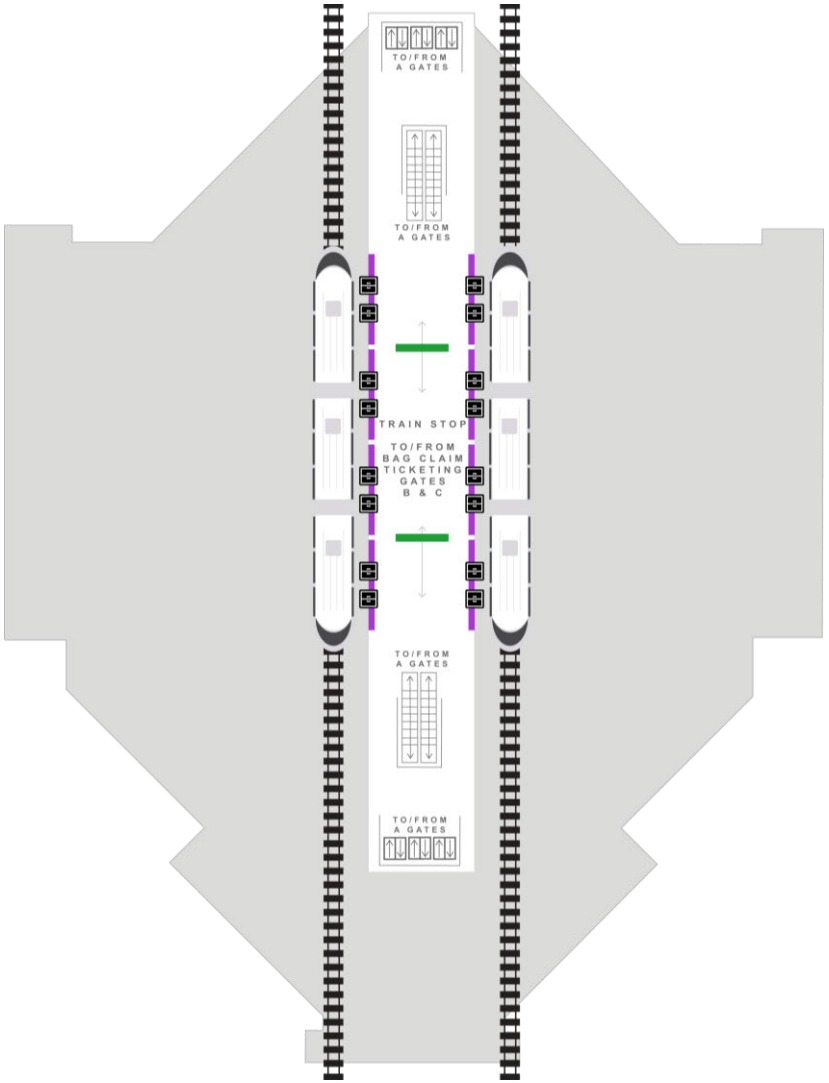


CCA - LEVEL 00- CENTER

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

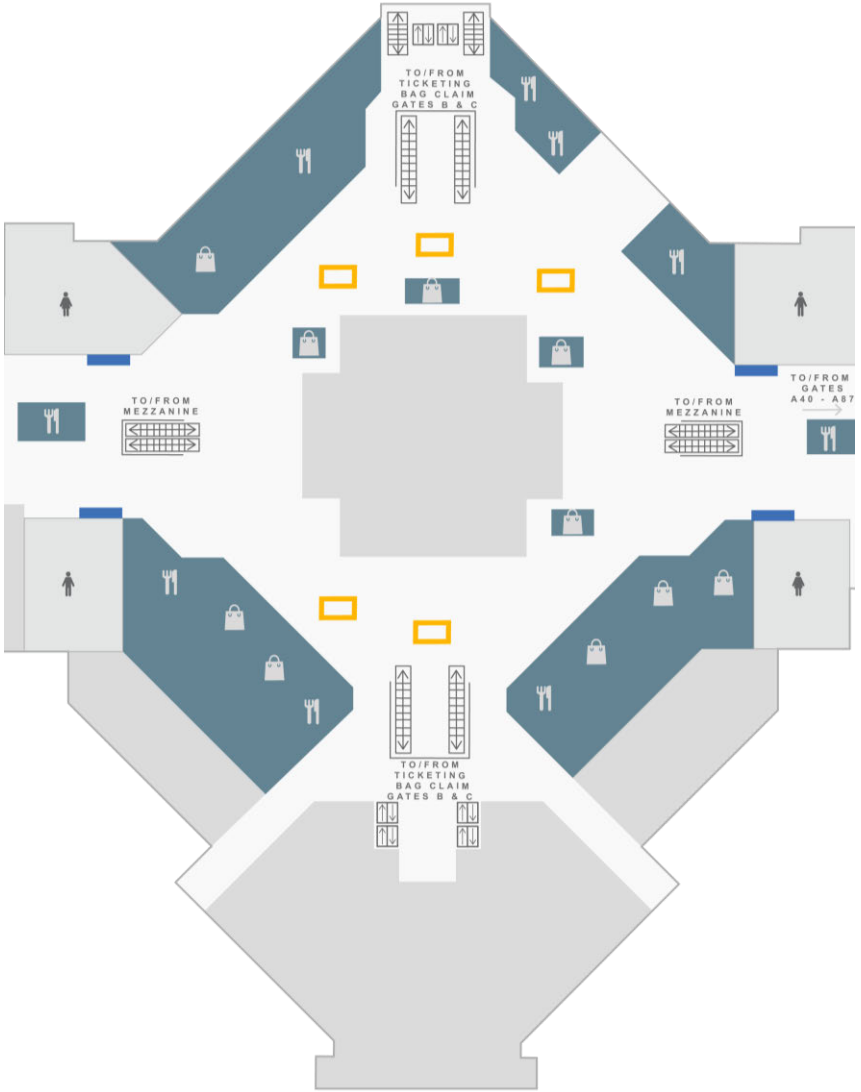
CONCOURSE A – CENTER CORE

Wave Portals
Transit Station Domination
Hydration Station Wraps
Floor Exhibits



CCA - LEVEL 00- CENTER

N

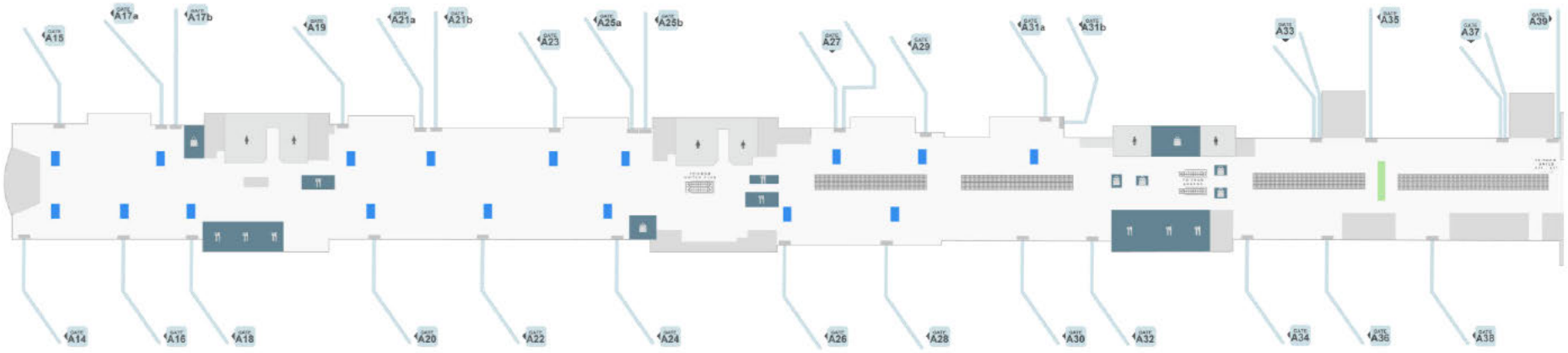


CCA - LEVEL 02- CENTER

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CONCOURSE A - WEST

Digital Spectacular Network
Digital Gate Blade Signs

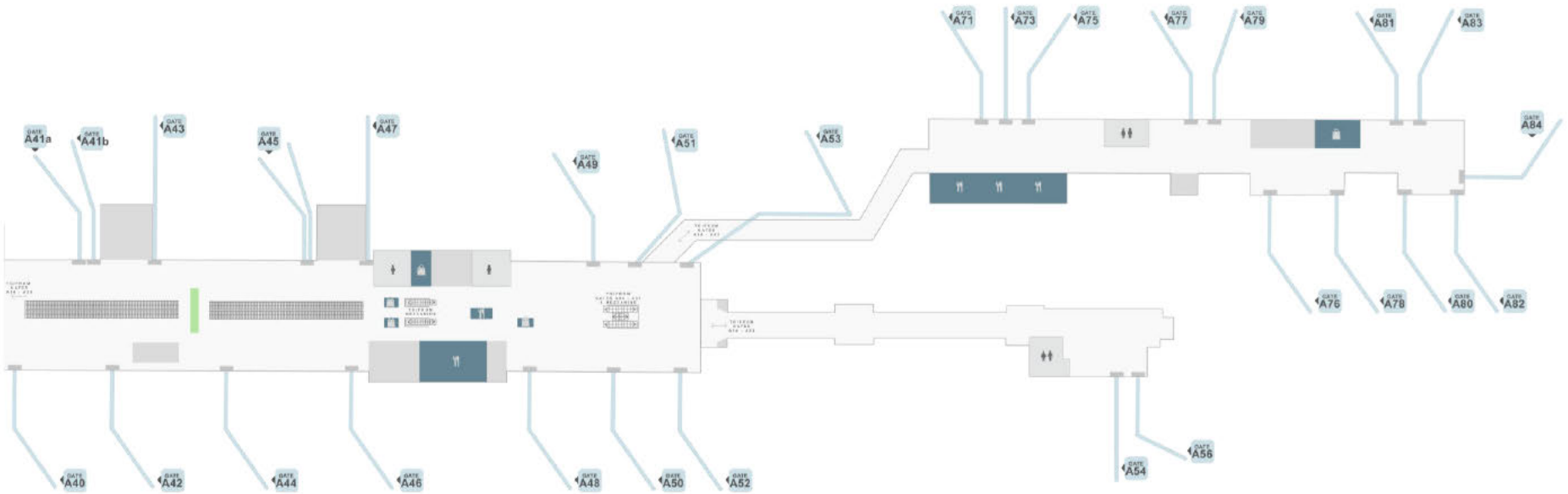




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CONCOURSE A - EAST

Digital Spectacular Network

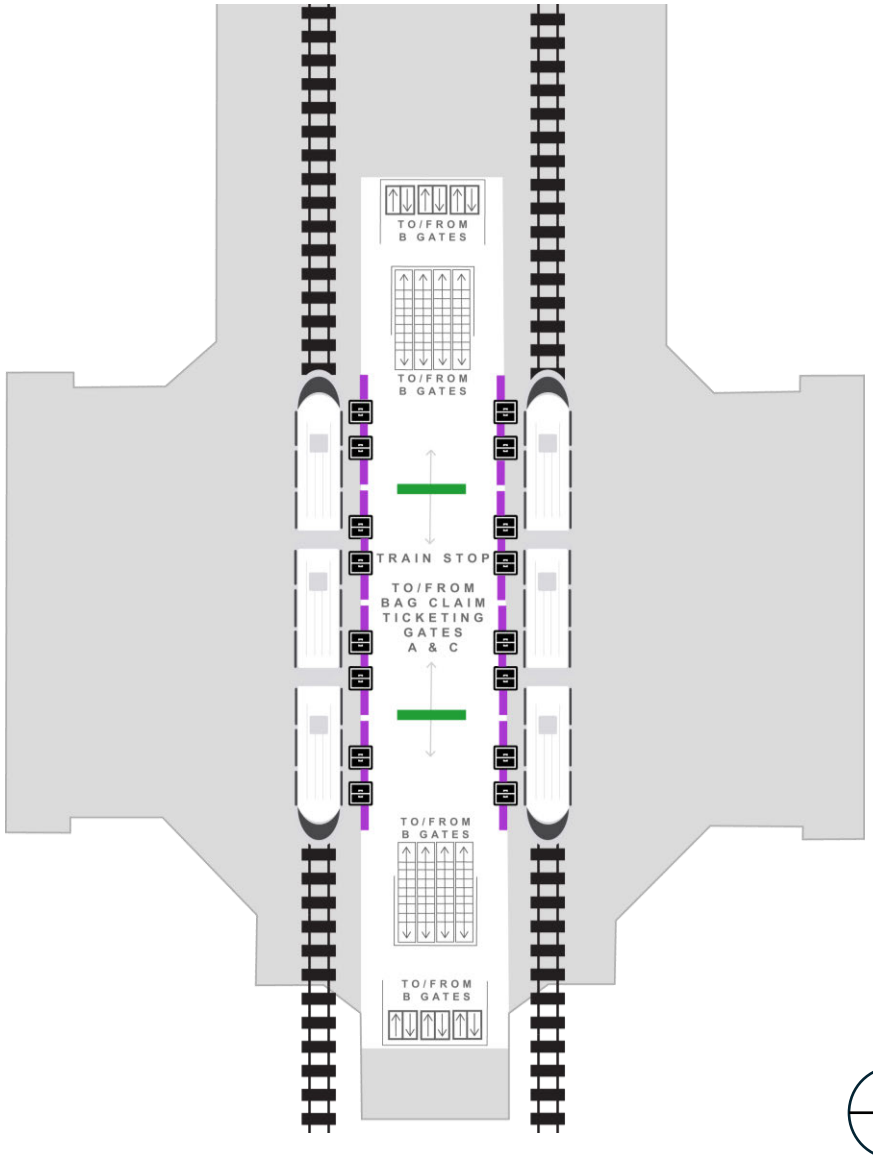




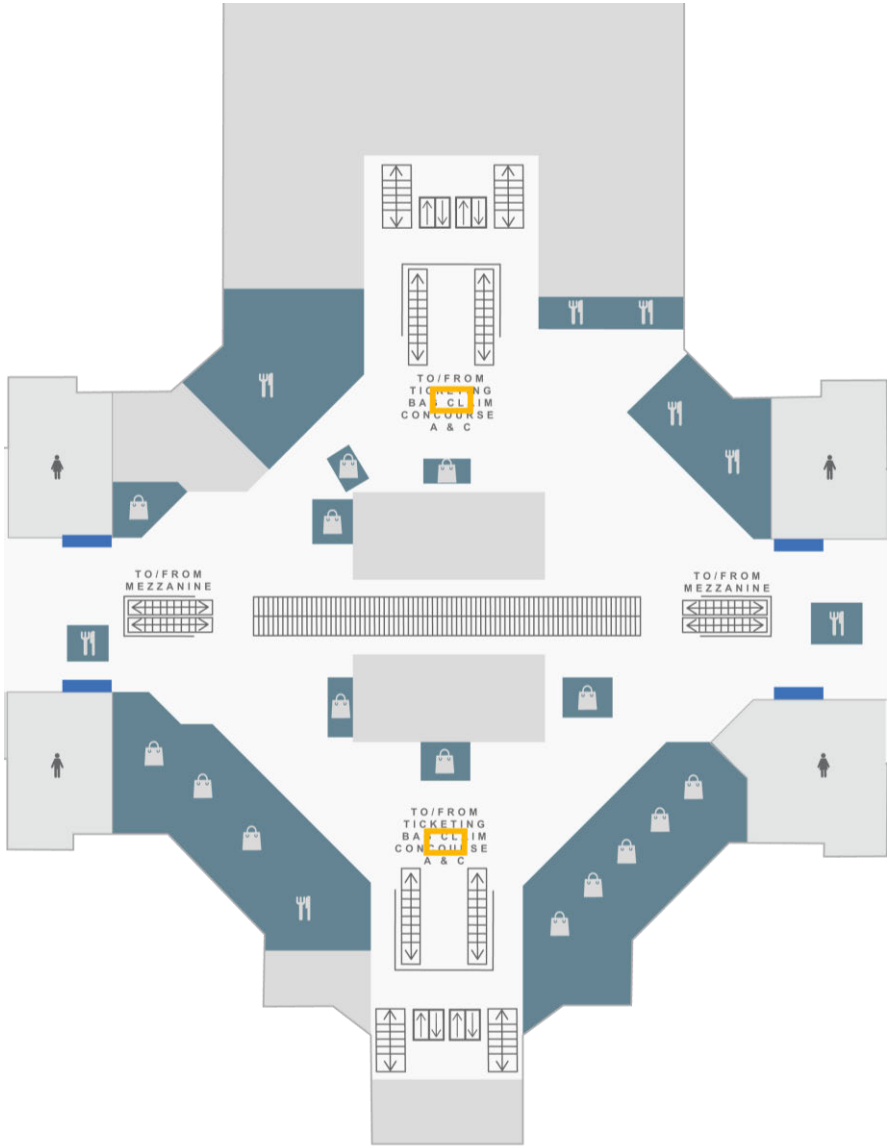
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CONCOURSE B – CENTER CORE

Wave Portals
Transit Station Domination
Hydration Station Wraps
Floor Exhibits



CCB - LEVEL 00- CENTER

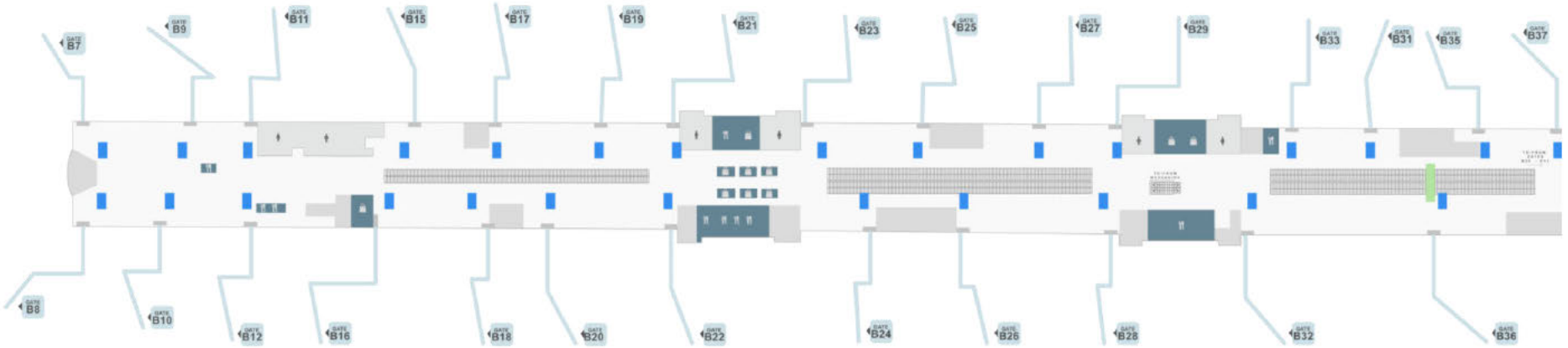


CCB - LEVEL 02- CENTER

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CONCOURSE B - WEST

Digital Spectacular Network
Digital Gate Blade Signs

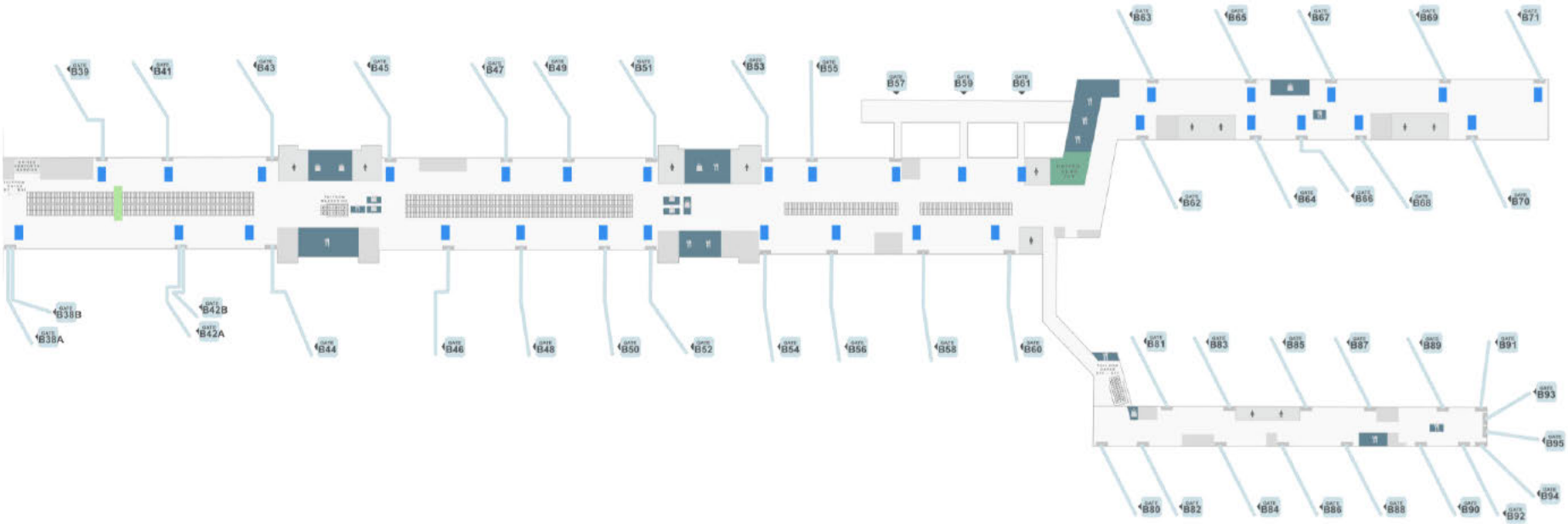




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CONCOURSE B - EAST

Digital Spectacular Network
Digital Gate Blade Signs

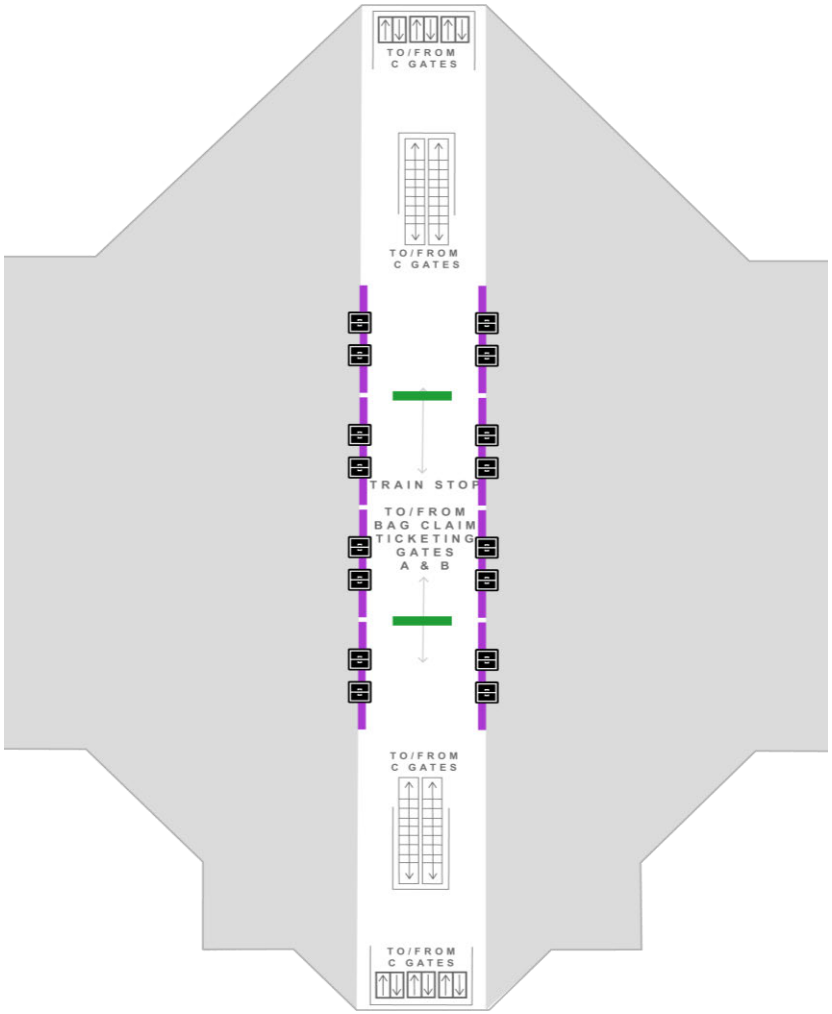




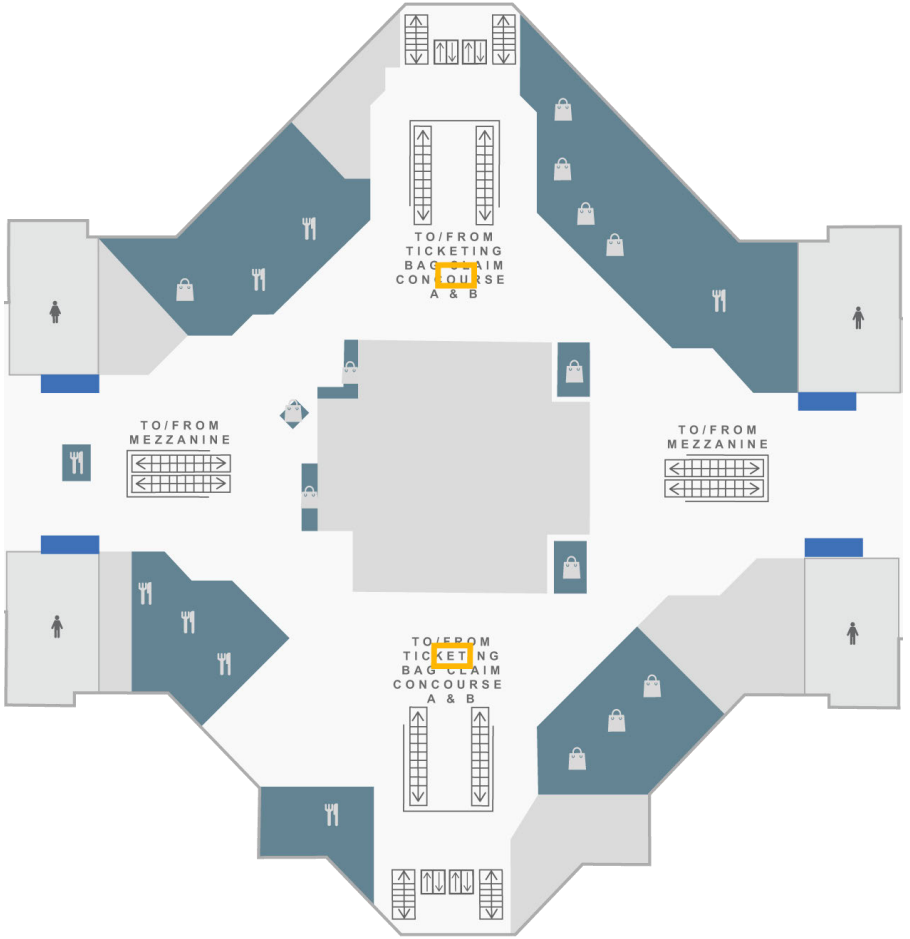
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CONCOURSE C – CENTER CORE

- Wave Portals
- Transit Station Domination
- Hydration Station Wraps
- Floor Exhibits



CCC - LEVEL 00- CENTER

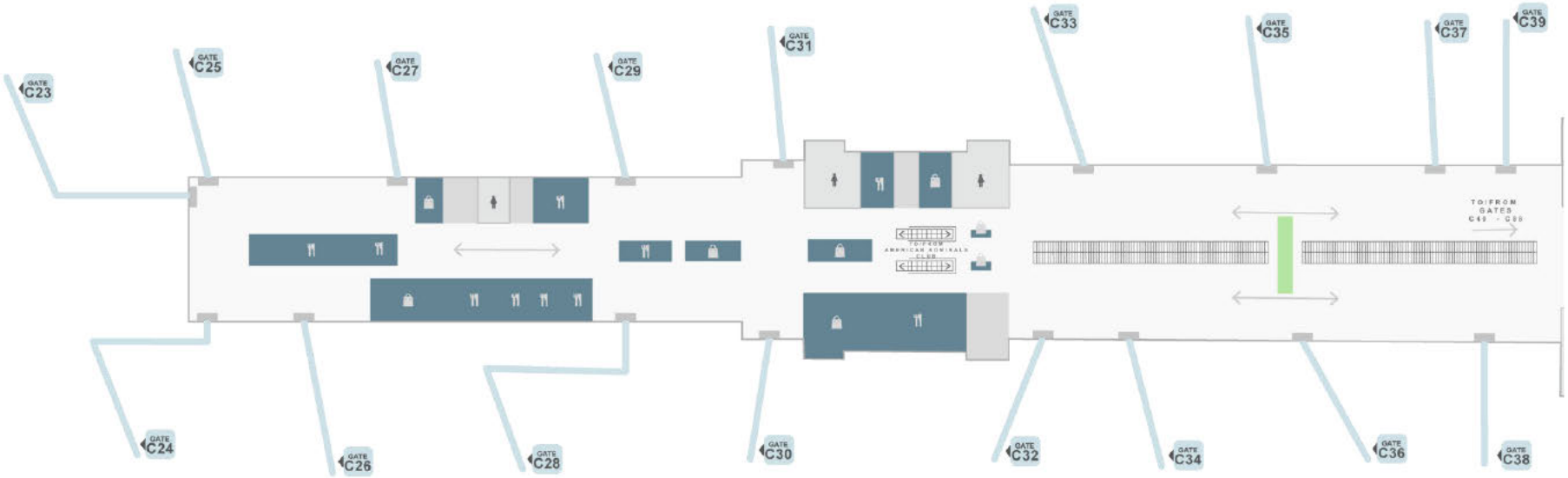


CCC - LEVEL 02- CENTER

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CONCOURSE C – WEST

Digital Spectacular Network

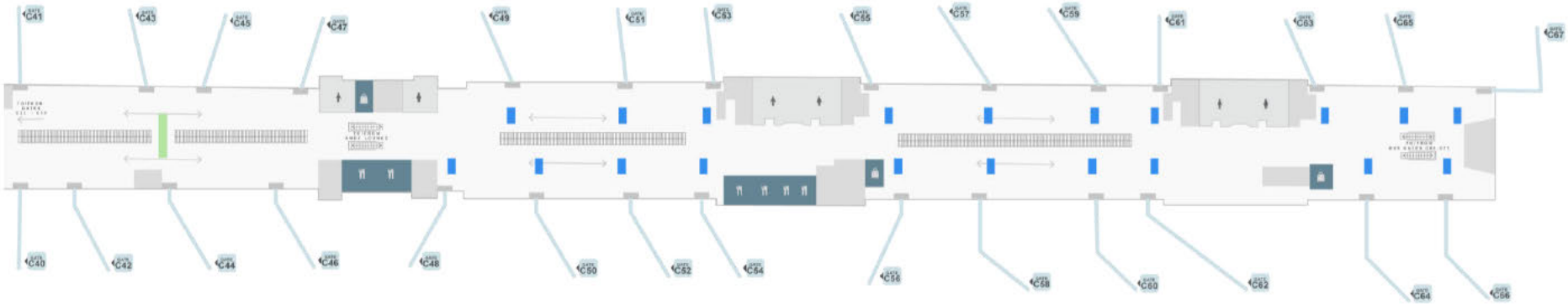




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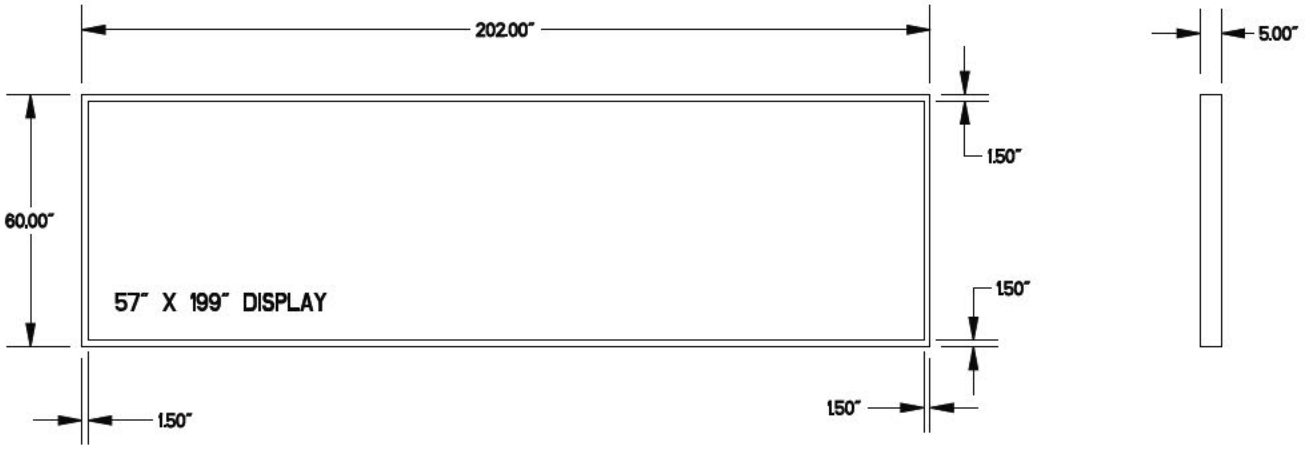
CONCOURSE C – EAST

Digital Spectacular Network
Digital Gate Blade Signs



N

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8



OVERALL DIMENSIONS ARE PAINTED CLADDING SIZE

APPROXIMATE MAX. WEIGHT - 725 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 29 AMPS, 3432W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

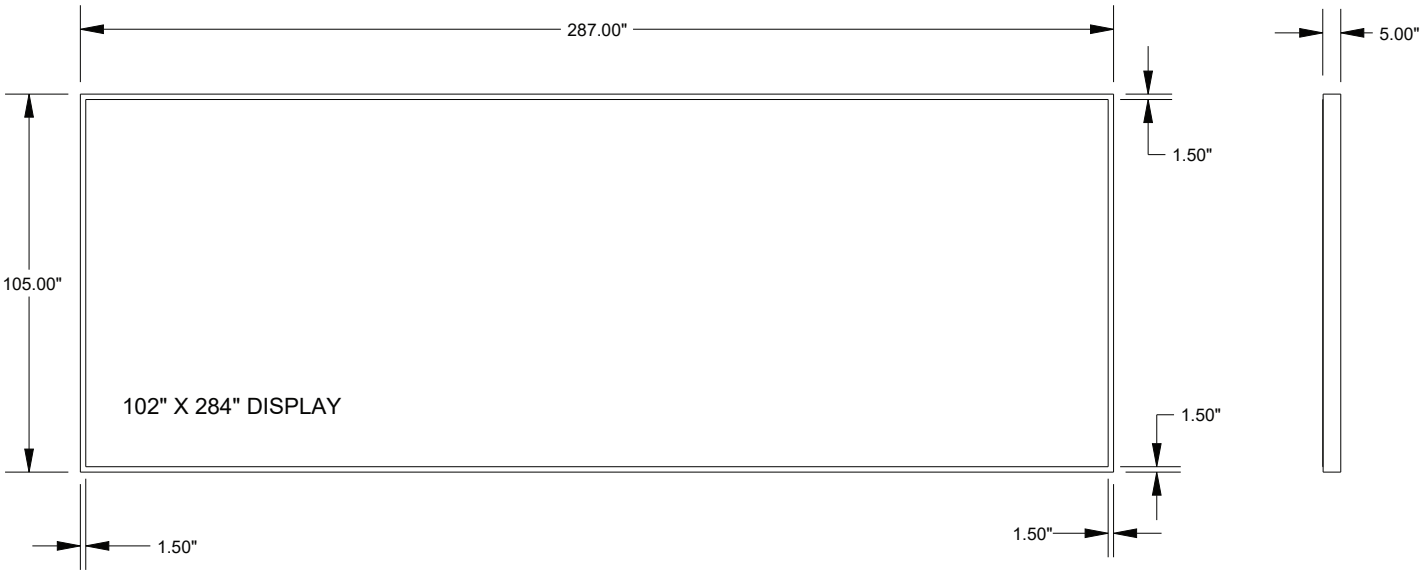
	Resolution	2022 x 580 pixels
	Brightness	1000 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	170°
	Angle of Visibility Vert.	170°
	Contrast ratio	12,000:1
	Display color	110% of NTSC color gamut
	Backlight technology	LED Display - 2.5 mm pitch
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-80% RH
	Screen aspect ratio	~3.5:1
	Visible Area Dimensions	199" (W) x 57" (H)
	Visible Area	78 sqft
	Weight	725 lbs

Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.
- MIP LED Technology for optimal performance and contast.

Vandalism
- Screws and fixing gears are invisible.
- Furniture built with unalterable materials.
- Encrypted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8



OVERALL DIMENSIONS ARE PAINTED CLADDING SIZE

APPROXIMATE MAX. WEIGHT - 1825 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 74 AMPS, MAX POWER 8850 W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

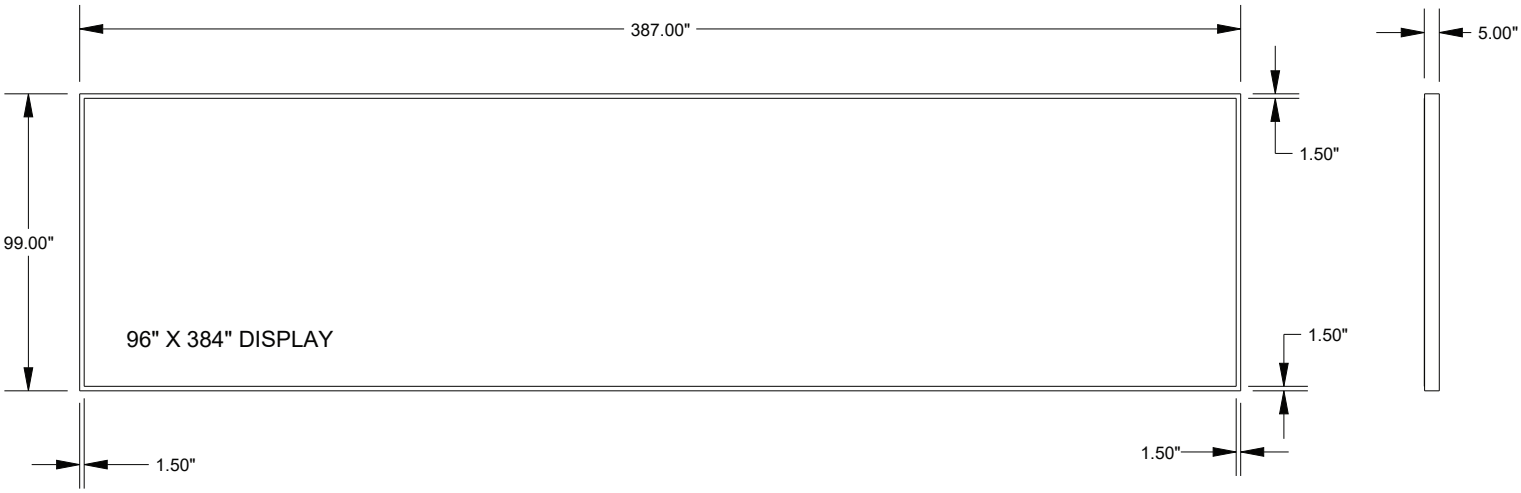
	Resolution	2886 x1038
	Brightness	1000 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	170°
	Angle of Visibility Vert.	170°
	Contrast ratio	12,000 : 1
	Display color	110% of NTSC color gamut
	Backlight technology	LED Display - 2.5 mm pitch
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-90%
	Screen aspect ratio	2.78 : 1
	Visible Area Dimensions	284" (W) x 102" (H)
	Visible Area	201 sqft
	Weight	1825 lbs

Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.
- MIP LED Technology for optimal performance and contast.

Vandalism
- Screws and fixing gears are invisible.
- Furniture built with unalterable materials.
- Encrypted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8



OVERALL DIMENSIONS ARE PAINTED CLADDING SIZE

APPROXIMATE MAX. WEIGHT - 2325 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 94 AMPS, MAX POWER 11,264 W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

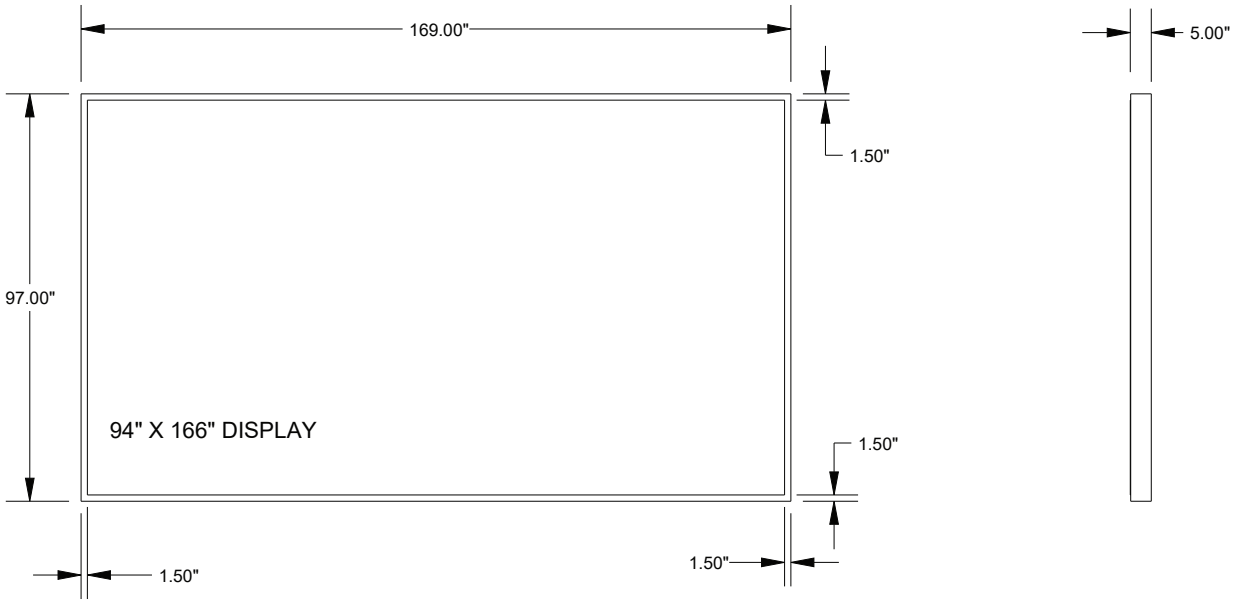
	Resolution	3840x980
	Brightness	1000 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	170°
	Angle of Visibility Vert.	170°
	Contrast ratio	12,000:1
	Display color	110% of NTSC color gamut
	Backlight technology	LED Display - 2.5 mm pitch
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-90%
	Screen aspect ratio	4:1
	Visible Area Dimensions	384." (W) x 96" (H)
	Visible Area	256 sqft
	Weight	2325 lbs

Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.
- MIP LED Technology for optimal performance and contast.

Vandalism
- Screws and fixing gears are invisible.
- Furniture built with unalterable materials.
- Encrypted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8



OVERALL DIMENSIONS ARE PAINTED CLADDING SIZE

APPROXIMATE MAX. WEIGHT - 980 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 40 AMPS, MAX POWER 4755 W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

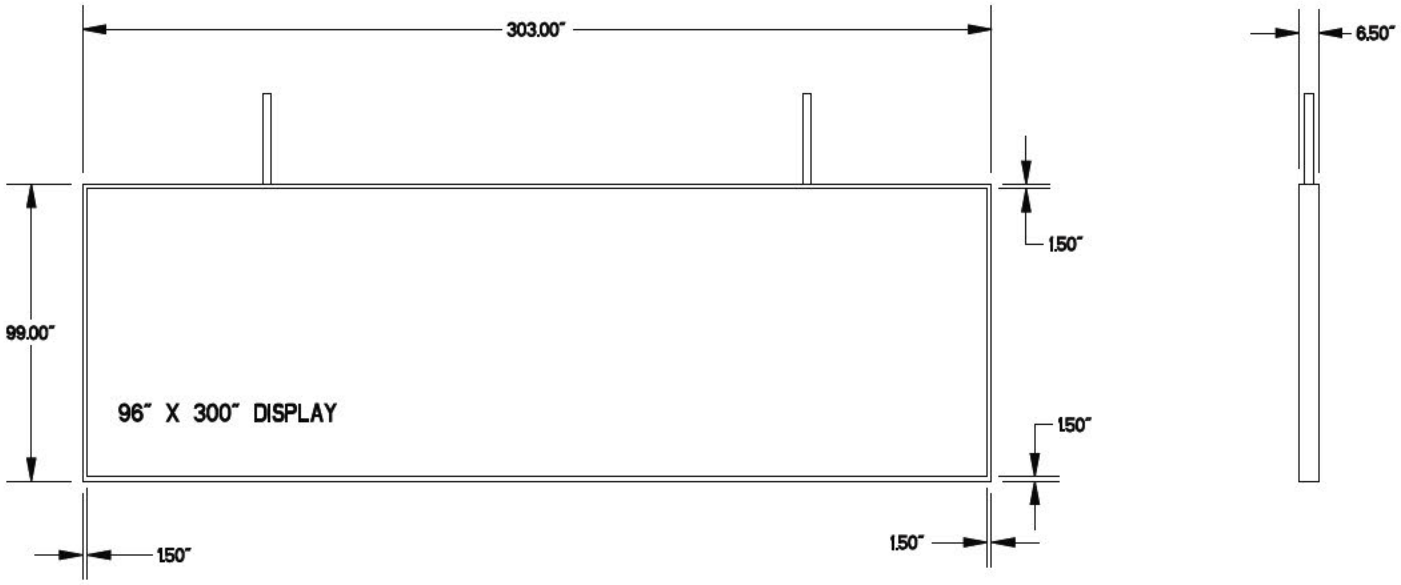
	Resolution	1680 x 960
	Brightness	1000 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	170°
	Angle of Visibility Vert.	170°
	Contrast ratio	12,000:1
	Display color	110% of NTSC color gamut
	Backlight technology	LED Display - 2.5 mm pitch
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-90%
	Screen aspect ratio	1.76:1
	Visible Area Dimensions	166" (W) x 94" (H)
	Visible Area	108 sqft
	Weight	980 lbs

Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.
- MIP LED Technology for optimal performance and contast.

Vandalism
- Screws and fixing gears are invisible.
- Furniture built with unalterable materials.
- Encrypted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8



OVERALL DIMENSIONS ARE PAINTED CLADDING SIZE

APPROXIMATE MAX. WEIGHT - 1820 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 74 AMPS, MAX POWER 8800 W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

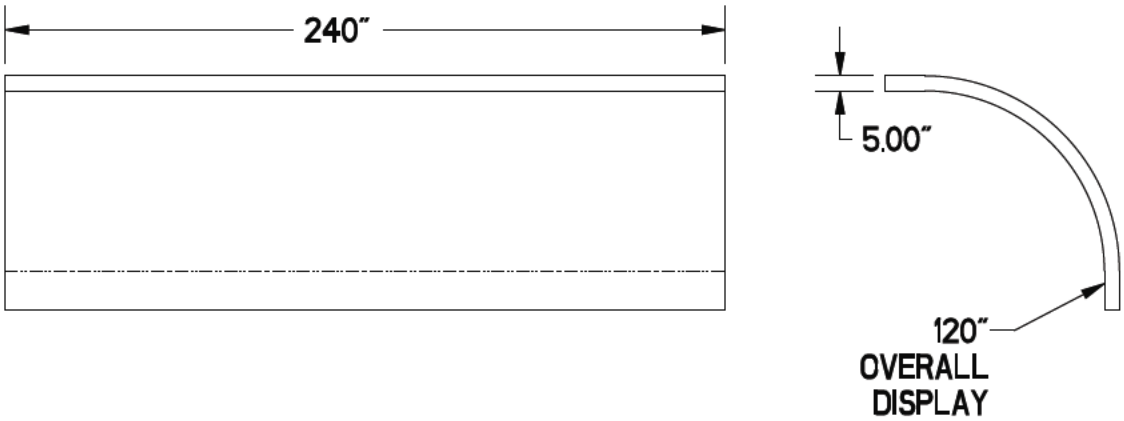
	Resolution	3048 x 976
	Brightness	1000 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	170°
	Angle of Visibility Vert.	170°
	Contrast ratio	12,000:1
	Display color	110% of NTSC color gamut
	Backlight technology	LED Display - 2.5 mm pitch
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-90%
	Screen aspect ratio	25:8
	Visible Area Dimensions	300" (W) x 96" (H)
	Visible Area	200 sqft
	Weight	1820 lbs

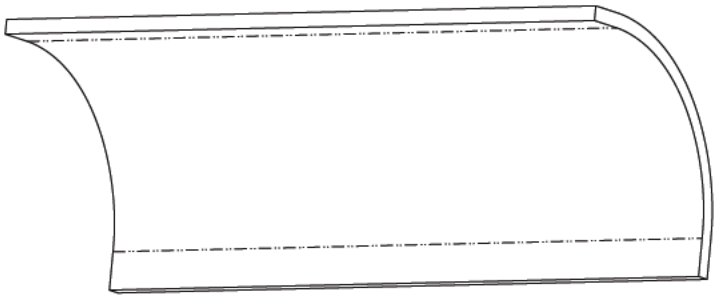
Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.
- MIP LED Technology for optimal performance and contast.

Vandalism
- Screws and fixing gears are not visible to public.
- Furniture built with unalterable materials.
- Encrypted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8





OVERALL DIMENSIONS ARE PAINTED CLADDING SIZE

APPROXIMATE MAX. WEIGHT - 1820 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 74 AMPS, MAX POWER 8800 W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

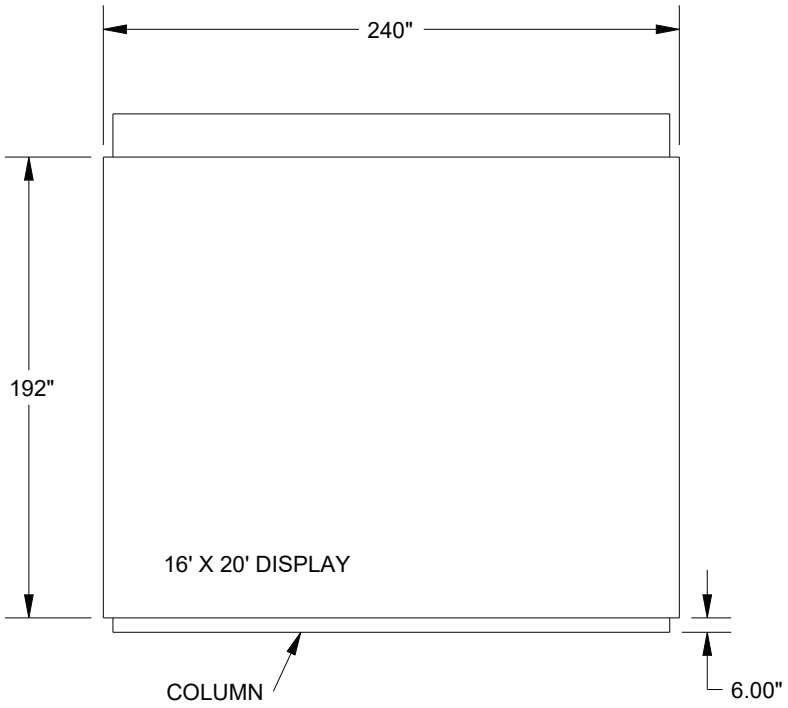
	Resolution	2240x1220
	Brightness	1000 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	170°
	Angle of Visibility Vert.	170°
	Contrast ratio	3,000:1
	Display color	110% of NTSC color gamut
	Backlight technology	LED Display - 2.5mm pitch
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-80%
	Screen aspect ratio	2:1
	Visible Area Dimensions	240" (W) x 120" (H)
	Visible Area	200 sqft
	Weight	1820 lbs

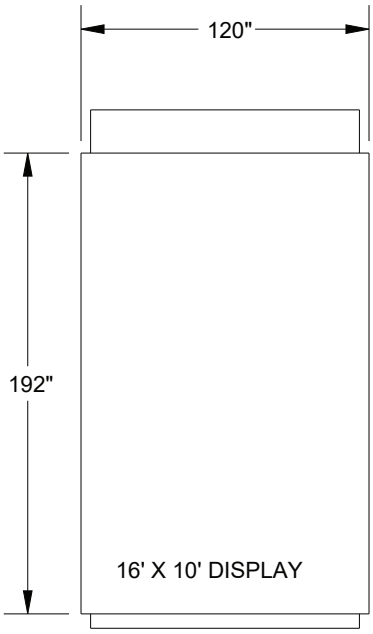
Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.
- SMD LED Technology for optimal performance.

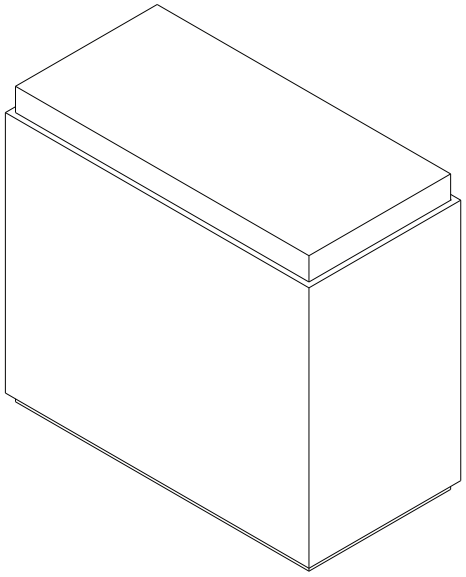
Vandalism
- Screws and fixing gears are invisible.
- Furniture built with unalterable materials.
- Encrypted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8







OVERALL DIMENSIONS ARE PAINTED CLADDING SIZE

APPROXIMATE MAX. WEIGHT - 8725 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 352 AMPS, MAX POWER 42,250 W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

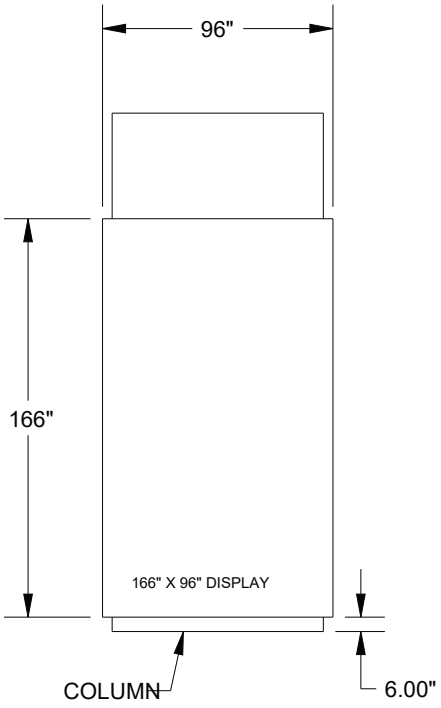
	Resolution	4800 x 640
	Brightness	3000 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	140°
	Angle of Visibility Vert.	140°
	Contrast ratio	2500:1
	Display color	110% of NTSC color gamut
	Backlight technology	LED Display - 3.9 mm W x 7.8 mm H Mesh
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-90%
	Screen aspect ratio	2:1
	Visible Area Dimensions	240" (W) x 120" (D) x 172" (H)
	Visible Area	960 sqft
	Weight	8725 lbs

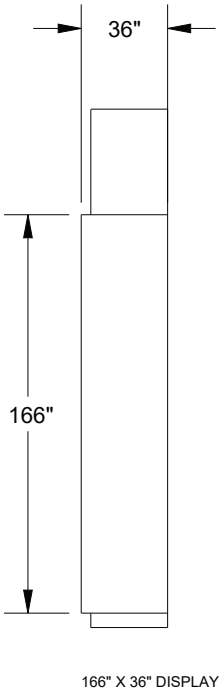
Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.
- Clear Mesh LED display 3mm pitch.

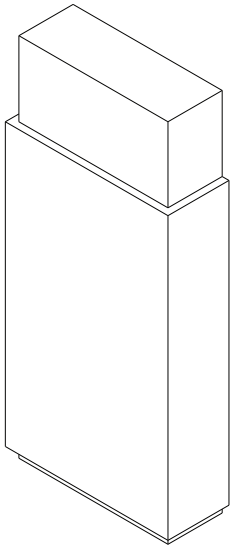
Vandalism
- Screws and fixing gears are invisible.
- Furniture built with unalterable materials.
- Cripted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8







OVERALL DIMENSIONS ARE PAINTED CLADDING SIZE

APPROXIMATE MAX. WEIGHT - 1750 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 71 AMPS, MAX POWER 8,495 W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

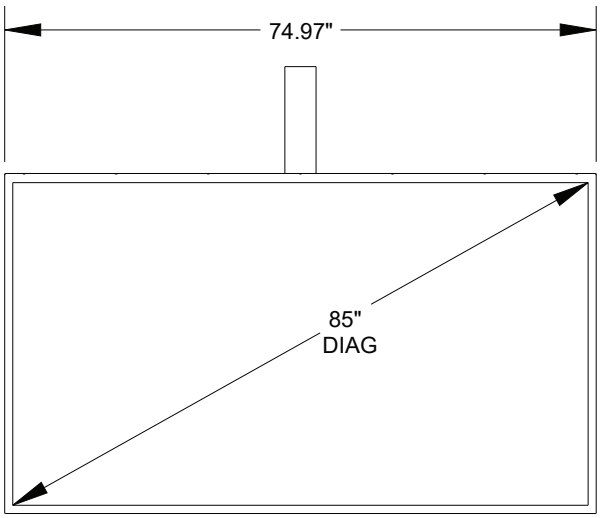
	Resolution	1708x1686
	Brightness	1000 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	170°
	Angle of Visibility Vert.	170°
	Contrast ratio	12,000:1
	Display color	110% of NTSC color gamut
	Backlight technology	LED Display - 2.5mm pitch
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-90%
	Screen aspect ratio	1:1
	Visible Area Dimensions	96" (W) x 36" (D) x 166" (H)
	Visible Area	193 sqft
	Weight	1750 lbs

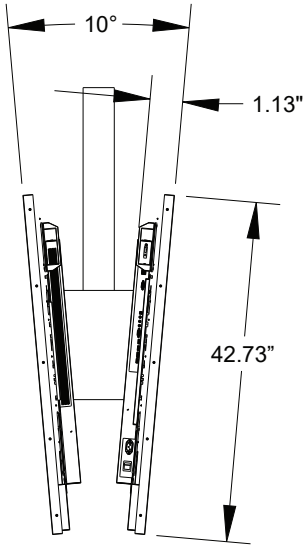
Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.
- MIP LED Technology for optimal performance and contast.

Vandalism
- Screws and fixing gears are invisible.
- Furniture built with unalterable materials.
- Encrypted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8





APPROXIMATE MAX. WEIGHT - 215 LBS

ELECTRICAL - 120 VAC, MAX CURRENT DRAW 6 AMPS, MAX POWER 725 W

MATERIALS - UNIT CONSTRUCTED OF CARBON STEEL AND ALUMINUM

FINISH - ARCHITECTURAL GRADE POWDER COAT WHERE APPLICABLE

DIMENSIONS ARE FOR REFERENCE ONLY - CONSULT JCD ENGINEERING DEPT. FOR ACTUAL DIMENSIONS

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

	Resolution	3840 x 2160
	Brightness	500 Cd/m² Max (auto dim capable)
	Angle of Visibility Horiz.	178°
	Angle of Visibility Vert.	178°
	Contrast ratio	4000:1
	Display color	77% of NTSC color gamut
	Backlight technology	LCD Display
	Number of colors	1,064 Billion
	Temperature	-10°C/40°C
	Humidity	10%-80%
	Screen aspect ratio	16:9
	Visible Area Dimensions	74" (W) x 41" (H)
	Visible Area	21 sqft (per face)
	Weight	215 lbs (Total)

Performance
- This product has been designed to optimize manufacturing and operational costs.
- Excellent brightness and contrast.

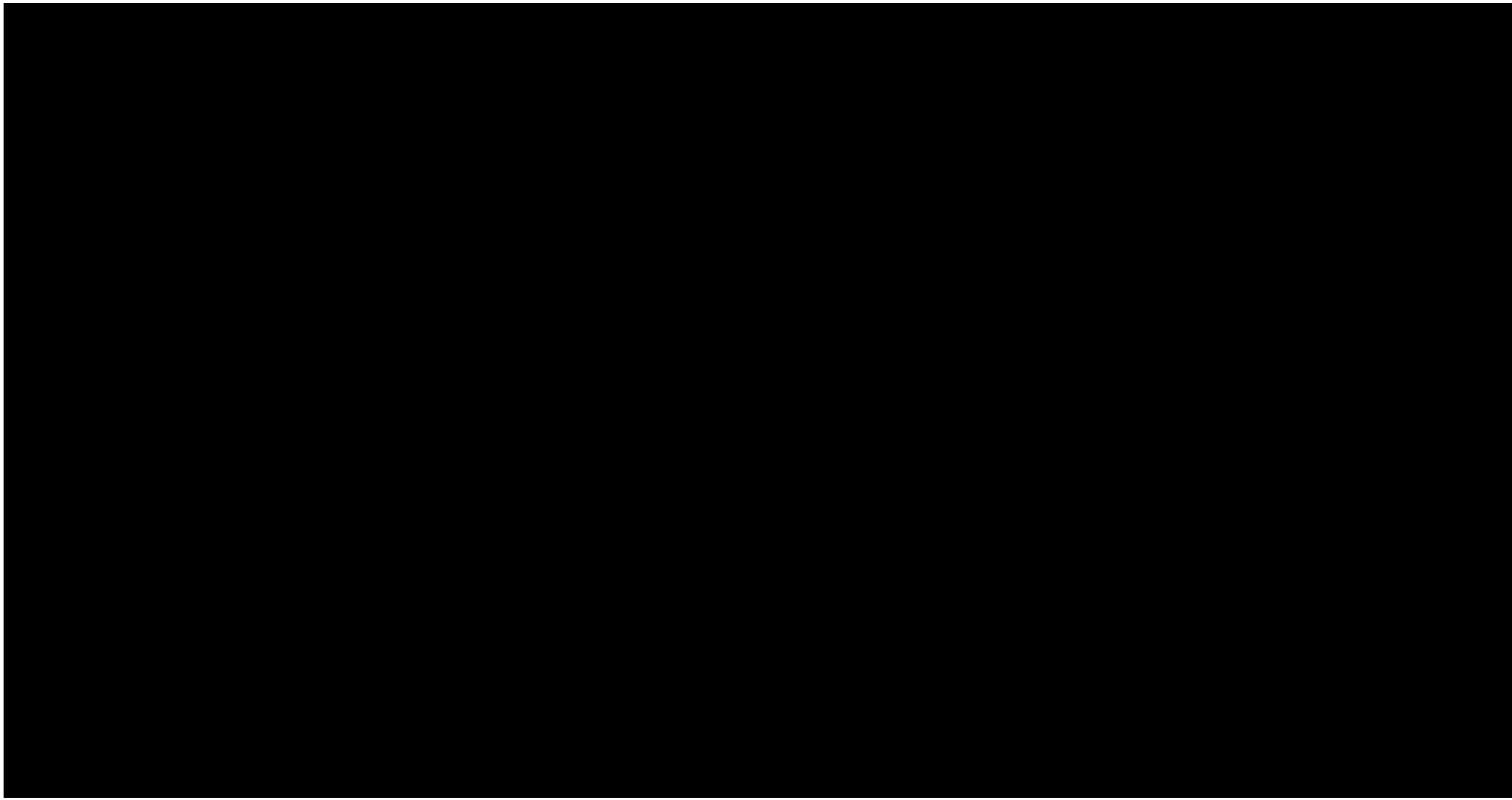
Vandalism
- Screws and fixing gears are invisible.
- Furniture built with unalterable materials.
- Encrypted transmission between JCDecaux NOC and the digital displays.
- High quality materials and coating.

Robustness and Durability
- Industrial LED capable of running 24h per day.
- Best available LED technology on the market.
- Industrial PC.
- Designed for mechanical resistance and high rigidity.

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Appendix 6 - Transition and Mobilization

Plans Design and Construction Schedule



Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the cover page of this Response to the Request for Proposal
CORA § 24-72-204(3)(a)(IV) confidential commercial information

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Appendix 9 - Business Plan and Financial Offer

On the following pages please find the Pro Forma without DEN CAPEX

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 1: Forecast Sales by Year

Proponent: JCDecaux Airport, Inc.

Forecast Sales	Year 1 $USD	Year 2 $USD	Year 3 $USD	Year 4 $USD	Year 5 $USD	Year 6 $USD	Year 7 $USD	Year 8 $USD	Year 9 $USD	Year 10 $USD
Internals forecast sales	$ 26,512,014	$ 31,814,417	$ 34,359,570	$ 37,108,336	$ 40,077,003	$ 42,080,853	$ 44,184,896	$ 45,510,443	$ 46,875,756	$ 48,282,028
Externals forecast sales		$ 1,715,390	$ 1,766,852	$ 1,819,857	$ 1,874,453	$ 1,930,687	$ 1,988,607	$ 2,048,266	$ 2,109,714	$ 2,173,005
Total Forecast Sales	$26,512,014	$33,529,807	$36,126,422	$38,928,193	$41,951,456	$44,011,540	$46,173,503	$47,558,708	$48,985,469	$50,455,033

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 2: Minimum Annual Guarantee (MAG)

Proponent: JCDecaux Airport, Inc.

MAG Payable	Year 1 $USD	Year 2 $USD	Year 3 $USD	Year 4 $USD	Year 5 $USD	Year 6 $USD	Year 7 $USD	Year 8 $USD	Year 9 $USD	Year 10 $USD
MAG Payable	13,000,000	14,500,000	14,935,000	15,383,050	15,844,542	16,319,878	16,809,474	17,313,758	17,833,171	18,368,166
OR										
MAG/pax Payable										

Year 2: MAG is increased to $ 14,500,000 with the inclusion of the Pena Sign
From year 3 onwards, baseline MAG will be increased at 3% per annum

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 3: Percentage Fee Payable

Proponent	JCDecaux Airport, Inc.											
Percentage Fee Payable	**Tier From Sales $USD**	**Tier To Sales $USD**	**Year 1 Rent %**	**Year 2 Rent %**	**Year 3 Rent %**	**Year 4 Rent %**	**Year 5 Rent %**	**Year 6 Rent %**	**Year 7 Rent %**	**Year 8 Rent %**	**Year 9 Rent %**	**Year 10 Rent %**
Percentage Fee Payable Tier 1	$0	$10,000,000	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%	62.5%
Percentage Fee Payable Tier 2 (if applicable)	$10,000,001	$35,000,000	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%
Percentage Fee Payable Tier 3 (if applicable)	$35,000,001	$150,000,000	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 4: Forecast Rent Payable

Proponent: JCDecaux Airport, Inc.

Forecast Rent Payable	Year 1 $USD	Year 2 $USD	Year 3 $USD	Year 4 $USD	Year 5 $USD	Year 6 $USD	Year 7 $USD	Year 8 $USD	Year 9 $USD	Year 10 $USD
Forecast MAG Payable	$13,000,000	$14,500,000	$17,423,738	$18,830,796	$20,399,788	$22,092,815	$23,246,462	$24,457,162	$25,232,877	$26,031,863
Forecast Revenue Share Payable	$ 4,147,929	$ 7,279,673	$ 6,114,757	$ 6,668,939	$ 7,216,231	$ 6,965,262	$ 7,324,990	$ 7,083,934	$ 7,306,952	$ 7,536,661
Forecast Total Rent Payable	$17,147,929	$21,779,673	$23,538,496	$25,499,735	$27,616,019	$29,058,078	$30,571,452	$31,541,096	$32,539,829	$33,568,523

Year 2: MAG is increased to $ 14,500,000 with the inclusion of the Pena Sign
Forecast MAG Payable in this table reflects the greater between prior year MAG + 3% CPI (cf. Table 2) and 80% of prior year payment to DEN Airport

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 5: Forecast Capital Investment

Proponent: JCDecaux Airport, Inc.

Forecast Capital Investment	Year 1 $USD	Year 2 $USD	Year 3 $USD	Year 4 $USD	Year 5 $USD	Year 6 $USD	Year 7 $USD	Year 8 $USD	Year 9 $USD	Year 10 $USD
Capital Investment - internals	14,650,692		$286,708							
Capital investment - extrernals		$1,449,675								
Total Capital Investment	$14,650,692	$1,449,675	$286,708	$0	$0	$0	$0	$0	$0	$0

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Appendix 9 - Business Plan and Financial Offer

On the following pages please find the Pro Forma with $20M DEN CAPEX

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 1: Forecast Sales by Year

Proponent: JCDecaux Airport, Inc.

Forecast Sales	Year 1 $USD	Year 2 $USD	Year 3 $USD	Year 4 $USD	Year 5 $USD	Year 6 $USD	Year 7 $USD	Year 8 $USD	Year 9 $USD	Year 10 $USD
Internals forecast sales	$ 26,512,014	$ 31,814,417	$ 34,359,570	$ 37,108,336	$ 40,077,003	$ 42,080,853	$ 44,184,896	$ 45,510,443	$ 46,875,756	$ 48,282,028
Externals forecast sales		$ 1,715,390	$ 1,766,852	$ 1,819,857	$ 1,874,453	$ 1,930,687	$ 1,988,607	$ 2,048,266	$ 2,109,714	$ 2,173,005
Total Forecast Sales	$26,512,014	$33,529,807	$36,126,422	$38,928,193	$41,951,456	$44,011,540	$46,173,503	$47,558,708	$48,985,469	$50,455,033

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 2: Minimum Annual Guarantee (MAG)

Proponent: JCDecaux Airport, Inc.

MAG Payable	Year 1 $USD	Year 2 $USD	Year 3 $USD	Year 4 $USD	Year 5 $USD	Year 6 $USD	Year 7 $USD	Year 8 $USD	Year 9 $USD	Year 10 $USD
MAG Payable	13,000,000	14,500,000	14,935,000	15,383,050	15,844,542	16,319,878	16,809,474	17,313,758	17,833,171	18,368,166
OR										
MAG/pax Payable										

Year 2: MAG is increased to $ 14,500,000 with the inclusion of the Pena Sign
From year 3 onwards, baseline MAG will be increased at 3% per annum

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 3: Percentage Fee Payable

Proponent: JCDecaux Airport, Inc.

Percentage Fee Payable	Tier From Sales $USD	Tier To Sales $USD	Year 1 Rent %	Year 2 Rent %	Year 3 Rent %	Year 4 Rent %	Year 5 Rent %	Year 6 Rent %	Year 7 Rent %	Year 8 Rent %	Year 9 Rent %	Year 10 Rent %
Percentage Fee Payable Tier 1	$0	$10,000,000	64.0%	64.0%	64.0%	64.0%	64.0%	64.0%	64.0%	64.0%	64.0%	64.0%
Percentage Fee Payable Tier 2 (if applicable)	$10,000,001	$30,000,000	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%	66.0%
Percentage Fee Payable Tier 3 (if applicable)	$30,000,001	$150,000,000	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%	70.0%

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 4: Forecast Rent Payable

Proponent: JCDecaux Airport, Inc.

Forecast Rent Payable	Year 1 $USD	Year 2 $USD	Year 3 $USD	Year 4 $USD	Year 5 $USD	Year 6 $USD	Year 7 $USD	Year 8 $USD	Year 9 $USD	Year 10 $USD
Forecast MAG Payable	$13,000,000	$14,500,000	$17,656,692	$19,110,796	$20,679,788	$22,372,815	$23,526,462	$24,737,162	$25,512,877	$26,311,863
Forecast Revenue Share Payable	$ 4,297,929	$ 7,570,865	$ 6,231,804	$ 6,738,939	$ 7,286,231	$ 7,035,262	$ 7,394,990	$ 7,153,934	$ 7,376,952	$ 7,606,661
Forecast Total Rent Payable	$17,297,929	$22,070,865	$23,888,496	$25,849,735	$27,966,019	$29,408,078	$30,921,452	$31,891,096	$32,889,829	$33,918,523

Year 2: MAG is increased to $ 14,500,000 with the inclusion of the Pena Sign
Forecast MAG Payable in this table reflects the greater between prior year MAG + 3% CPI (cf. Table 2) and 80% of prior year payment to DEN Airport

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Table 5: Forecast Capital Investment

Proponent: JCDecaux Airport, Inc.

Forecast Capital Investment	Year 1 $USD	Year 2 $USD	Year 3 $USD	Year 4 $USD	Year 5 $USD	Year 6 $USD	Year 7 $USD	Year 8 $USD	Year 9 $USD	Year 10 $USD
Capital Investment - internals	$13,550,692		$286,708							
Capital investment - extrernals		$1,449,675								
Total Capital Investment	$13,550,692	$1,449,675	$286,708	$0	$0	$0	$0	$0	$0	$0

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Appendix 9 - Business Plan and Financial Offer

On the following page please find the Capital Investment and Funding form

Docusign Envelope ID: EC6044BF-014A-8E28-83DB-29A87857CAC8

Attachment 1, Part 7 Capital Investments and Funding

Name of Proposer: JCDecaux Airport, Inc.

Proposer must complete this form in compliance with Part D, Section III-3 Proposal Narrative Contents, Business Plan. Failure to complete the form as outlined in this section of the RFP may deem the proposal non-responsive.

Note: Upon final acceptance of proposer's Capital Investment by City, the total capital investment amount will be incorporated into any executed agreement. City's Standard Agreement provides for any deficit between actual and proposed capital investment being paid to City.

CAPITAL INVESTMENT PLAN

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Capital Investment by year, $	$13,550,692	$1,449,675	$286,708	$0	$0	$0	$0	$0	$0	$0

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Appendix 9

In-kind Global Tourism Messaging Examples:

New York City Messaging in México, DF



New York City Messaging in Berlin



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Chicago Messaging in London



Chicago Messaging in Melbourne



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Renderings of Global Tourism for Visit Denver

Visit Denver in London:



Visit Denver in Brisbane



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Visit Denver in México, DF



Visit Denver in São Paulo



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Exhibit M

Airline Logo

DENVER INTERNATIONAL AIRPORT
WELCOMES XXXX AIRLINES



FLY NONSTOP

DENVER TO LONDON

FROM JANUARY 2026

JCDecaux Airport, Inc.
Contract No. 202578444-00

Airport Logo