

**AGREEMENT FOR MARKETING AND OPERATIONAL INCENTIVES
("AGREEMENT")**

THIS AGREEMENT is made and entered into on the date of the City's signature below by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "**City**"), and **AER LINGUS LIMITED** a foreign limited liability company with its principal place of business in Ireland and authorized to do business in the State of Colorado (the "**Airline**") (collectively the "**Parties**").

W I T N E S S E T H

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

WHEREAS, the Airline announced, and will commence, non-stop regular passenger service between Dublin ("**DUB**") and DEN, on or about May 17, 2024 with the date such services commenced being the ("**Commencement Date**"); and

WHEREAS, the City's Air Carrier Incentive Program ("**Incentive Program**") is intended to support new air service to DEN, in part through marketing new passenger service; and

WHEREAS, DEN assesses operational fees for the Airline's use of DEN, payable to the Denver Municipal Airport System Enterprise Fund (the "**Airport Revenue Fund**"); and

WHEREAS, a factor in the Airline's decision to initiate new passenger service was an offer by DEN of promotional benefits to any air carrier initiating or announcing qualified, scheduled passenger service between January 1, 2024 and December 30, 2024, consistent with the terms and conditions of Incentive Program, attached hereto as ***Exhibit A***; and

WHEREAS, the City wishes to obtain professional services to specifically promote, for the public and the industry, awareness and use of DEN facilities and the Airline's new regular passenger services between DUB and DEN; and

WHEREAS, the Airline is ready, willing and able to provide or cause to be provided the services required by the City, and to perform the services called for hereunder subject to the conditions hereinafter set out;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Airport (the “**CEO**”), or their designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified by the CEO, the Airport’s Director of Air Service Development (“**Director**”) is designated as the authorized representative of the CEO through whom services performed under this Agreement shall be directed and coordinated and whose approval shall be deemed to be the approval of the CEO. In furtherance of the foregoing, any reference to the CEO herein, below, shall be deemed a reference to the Director unless notified, in writing, by the CEO. The Director may designate a Project Manager, if applicable, under this Agreement. Administrative reports, memoranda, correspondence and other submittals required of the Airline shall be processed in accordance with the Director's directions. For the avoidance of doubt, neither the CEO nor their designee or successor in function may direct the internal work of the Arline.

2. SCOPE OF SERVICES:

All work performed under this Agreement shall be done in a manner consistent with the spirit and intent of the Incentive Program, as explained in the attached *Exhibit A*. The Airline has provided to the City a comprehensive marketing strategy and the City has provided a fair market value assessment, in writing (the “**Scope of Services**”), which is attached hereto as *Exhibit C*. By City’s execution of this Agreement, the City hereby memorializes its approval of the Scope of Services, and the amount(s) to be reimbursed by the City for the provision of such Scope of Services as set out in *Exhibit C*. The Airline will promptly undertake, perform and furnish the services hereinafter described in this Agreement and the Scope of Services, including the following tasks:

A. Initiation and implementation of promotional events, advertising campaigns and marketing programs directed toward promoting public and industry awareness of the new services offered by the Airline at DEN, in a manner consistent with advertising norms and customs in the United States, which promotional events, advertising campaigns and marketing programs may be conducted in any location or media, including in Ireland.

B. Development of support materials promoting the benefits of DEN to targeted travelers in specific markets selected by the Airline, highlighting Denver and DEN as the international gateway to the Rocky Mountain region; and, highlighting the characteristics making DEN the gateway of choice for the region for an increasing number of passengers. Nothing in this Agreement shall preclude the Airline from undertaking any advertising, marketing, or promotional program that it, in its sole discretion, deems appropriate. It is agreed, however, that if the particular advertising, marketing or promotional activity is not approved by the City pursuant to this Agreement, it will not be included in the Airline's invoices to the City; however, if approved by the City for reimbursement, it may be included by the Airline in the Airline's invoice to the City.

3. NATURE OF SERVICES TO BE PERFORMED:

Without requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the CEO and signed by the Airline, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount. In addition, the Airline shall obtain the approval from the City for such advertising campaigns, promotional events, and marketing programs which the Airline wishes to perform in a manner not consistent with the Scope of Services or this Agreement. The Airline agrees to diligently and professionally perform all the work described herein, and provide services consistent with the following:

A. **Publications.** The Airline agrees that when printed materials are used, the name "Denver International Airport" or "DEN," with or without its logo, shall appear prominently on the material in accordance with the following for each respective type of publication.

- (1) *Collateral.* The Airline may produce and distribute brochures promoting the benefits of DEN to targeted travelers in specific markets selected by the

Airline, highlighting Denver and DEN as the international gateway to the Rocky Mountain region; and, highlighting the characteristics making DEN the gateway of choice for the region for an increasing number of passengers.

- (2) *Direct Mail.* The Airline may produce and distribute a direct mail piece for distribution in Denver to announce the Airline's new non-stop service at DEN.
- (3) *Press Kits.* The Airline may create a press kit to be distributed to the media featuring the Airline's new service at DEN.

B. Promotional Events. The Airline agrees that when special events, promotions or receptions are selected as the promotional vehicle, the CEO shall be involved in approving targeted audiences.

C. Advertising. The Airline agrees that for any advertising created for the purpose of this Agreement, the name “Denver International Airport” or “DEN” shall appear prominently in any such advertising. The Airline will produce and implement advertising campaigns related to the new service planned at DEN. Such campaigns should include, but are not limited to, print and media associated with advertising projects which promote DEN and the Airline’s new service both to the traveling public and to trade members of the airline industry.

D. Placement of Advertising. The Airline shall place no advertisement created pursuant to this Agreement for which the Airline intends to seek reimbursement from the City for in any media without the prior written approval by the CEO of the content and placement of the advertisement.

E. Use of Funds. All funds provided under this Agreement must go directly toward production of materials and/or placement of marketing for flights between Denver and Dublin (and onward connecting European flights from Dublin). Funds provided under this Agreement may be used for other advertising, special events, promotional items, or marketing activities only with the prior written approval of the CEO. However, under no circumstances shall funds provided under

this Agreement be used to offset any other Airline cost, other than provided for under this Agreement.

4. OPERATIONAL INCENTIVES:

A. Definition. For the purposes of this Agreement, the Parties expressly agree that the term “Airline” includes aircraft movements at DEN by the Airline as well as by its subsidiaries, affiliates and aircraft operators with whom the Airline has a capacity purchase agreement covering the aircraft movements at DEN and that all such aircraft operators shall be construed as the Airline hereunder.

B. Schedule. As of the date of this Agreement, the current intended schedule for the service is one hundred fifty-six (156) departures in the first year of service (May 17, 2024 – May 16, 2025). The frequency for the second year of Service (May 17, 2025 – May 16, 2026) is currently expected to equal the number of departures in the first year of service.

5. COMPENSATION FEES AND CREDITS:

A. Compensation for Services. The City agrees to credit the Airline for approved operational activities and to reimburse the Airline for approved marketing activities, and the Airline agrees to accept as its sole compensation for its complete costs incurred and services rendered hereunder, amounts approved in advance pursuant to this Agreement. The City agrees to reimburse the Airline in undertaking the development of the campaigns or promotional events, placing and publishing advertising, and the development of marketing programs and the provisions of the Scope of Services, in all cases consistent with the requirements of this Agreement. All such sums shall be reimbursed subject to these provisions and to the refund provisions of Section 9.B of this Agreement.

B. Frequency Adjustment. As above, as of the date of this Agreement, the Airline’s current intended schedule is one hundred fifty-six (156) departures in the first year of service (May 17, 2024 – May 16, 2025) and an expected equal number of departures in the second year of service (the “**Current Schedule**”). In the event the frequency of service is adjusted by the Airline during the Term of the Agreement, provided the service is not discontinued or reduced to less than

sixty-six percent (66%) of the Current Schedule, the Airline will be credited or reimbursed for its costs incurred and services rendered hereunder based on the adjusted service as specified in more detail in Section 7.B below.

C. Invoices. The Airline shall submit invoices for reimbursement arising pursuant to the terms of the Agreement, which shall be stated in U.S. dollars, and which shall include the following items:

- (1) The date and nature of the services rendered.
- (2) Adequate documentation to support the invoice, including, to the extent not previously provided to the City, documentation of the content of any advertisements placed and published pursuant to this Agreement, and currency exchange rate calculation for any services paid in foreign currency, which calculation shall be based on USD/EUR mid-rate for the date of the transaction, and
- (3) The signature of an authorized officer of the Airline, certifying that the invoice has been examined and has been found to be correct.

The Airline shall promptly provide on request from the City additional supporting documentation reasonably requested in connection with any invoice submitted by the Airline for reimbursement under this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and reimbursements under this Agreement.

D. Credits. If the Airline operates the service beginning on or about the Commencement Date the City will provide credit from the Airport revenues against the fees the Airline would otherwise owe to the Airport to operate the incentivized route. The incentives include landing fees, as applicable, and may include other relevant fees. Accordingly, the credits, will not exceed the Airline's cost to operate at DEN.

E. Accounting for Credits. The credits will be accounted for in the City's Airport Revenue Fund and shall be reconciled in accordance with DEN rate-making procedures as outlined

in Part VI of the Airport Use and Facilities Lease Agreement, by and between the City and the Airline, as amended and supplemented from time to time (the “**ULA Agreement**”). The credits will be accounted for in the City’s Airport Revenue Fund and shall be reconciled in accordance with Part 120 of the Denver Municipal Airport System’s Rules and Regulations (“**DEN Rules and Regulations**”). The credits are calculated based on the cost to the Airline to operate the incentivized Service at DEN in accordance with Section 5.D above of this Agreement. Such credits shall be recorded on the tracking template form attached hereto as *Exhibit B* (the “**Operating Incentive Tracking Template**”). If the service is discontinued before twenty-four (24) months have elapsed from the Commencement Date, then the credits will be terminated in accordance with Section 9, below.

6. REIMBURSEMENT/CREDITS FOR PARTIAL SERVICES:

If the Agreement is terminated without cause pursuant to Section 9.A, below, the Airline’s total compensation shall be limited to the sum of invoices which have already been submitted, audited and approved at the time of termination, plus the reasonable value of those costs which have been rendered prior to termination, but have not been approved for reimbursement at the time of termination. The reasonable value of any such subsequent billed cost or service shall be determined in the sole discretion of the CEO of Aviation.

7. MAXIMUM CONTRACT AMOUNT:

A. Any other provisions of this Agreement notwithstanding, in no event shall the City be liable for reimbursements or credits under this Agreement for any amount in excess of **Four Million United States Dollars and No Cents (US \$4,000,000.00)**. (the “**Maximum Contract Amount**”). The Maximum Contract Amount provided above is based upon the number of flights set out in Section 4.B above.

B. As of the date of this Agreement, the Airline’s current intended schedule is one hundred fifty-six (156) departures in the first year of service (May 17, 2024 – May 16, 2025), with the same number of departures expected in the second year of service (May 17, 2025 – May 16, 2026). If the Airline does not provide non-stop service between DUB and DEN at a minimum of

sixty-six percent (66%) of the Current Schedule then the incentives shall terminate from and after the date the Airline ceases to provide non-stop service between DUB and DEN at a minimum of sixty-six percent (66%) of the Current Schedule during the respective year of service.

C. Reimbursement or credits under this Agreement shall be sourced from the Airport System Fund. The City has no obligation to make reimbursements or credits from any other source, nor to issue additional revenue bonds to satisfy such costs. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

8. TERM:

The Term of this Agreement shall begin on the Commencement Date and shall expire twenty-four (24) months thereafter, unless sooner terminated in accordance with the terms stated herein.

9. TERMINATION; REFUND OF REIMBURSEMENTS/CREDITS:

A. **Termination.** Either Party may terminate this Agreement without cause by giving not less than thirty (30) days prior written notice to the other Party, and may terminate this Agreement with cause by giving not less than ten (10) days prior written notice to the other Party. Any such notice shall state the effective date of such termination. It is agreed and acknowledged that the Airline not providing non-stop services between DUB and DEN of at least sixty-six percent (66%) of the Current Schedule in respect of the first of service or second year of services shall be deemed grounds for City to terminate this Agreement for cause.

B. **Refund of Reimbursements/Credits.** If the City or the Airline terminates this Agreement for cause, (including but not limited to if the Airline does not provide non-stop service between Dublin and DEN at a minimum of sixty-six percent (66%) of the Current Schedule), then all amounts reimbursed and/or credited to the Airline by the City under this Agreement shall be refunded to the City within thirty (30) days of the date of the notice of termination. This provision shall survive the termination of this Agreement or expiration of the Term.

10. OWNERSHIP OF WORK PRODUCT:

Each Party agrees that it has no ownership interest in and will not infringe or interfere with any trademark, service mark, symbol, logo, trade dress or intellectual property of the other Party, but may use such upon the express written permission of the Party owning the protected property. It is understood and agreed that all drawings, promotion media and other documents which are created by the Airline shall remain the property of the Airline, and the City may only use such drawings, promotion media or other documents with the express written permission of the Airline. However, the Airline shall not be held liable for damage resulting from any use of said documents, other than the original intended use.

11. COORDINATION AND LIAISON:

The Airline agrees that during the Term of this Agreement it shall fully coordinate all services provided pursuant to this Agreement and shall make every reasonable effort to fully coordinate all such services as directed by the Director or their authorized representative.

12. STATUS OF AIRLINE:

The Parties agree that they are parties to a ULA dated May 13, 2024, as amended and supplemented from time to time, and that the Airline has become a Signatory Airline as defined in DEN Rules and Regulations. The Airline acknowledges and agrees that it has executed the ULA. Furthermore, the Airline acknowledges that it has been made aware of the DEN Rules and Regulations at least sixty (60) days prior to the expected commencement of the service. This Agreement is expressly subject to all of the terms and conditions set forth in the ULA and DEN Rules and Regulations. It is further understood and agreed by and between the parties hereto that the status of the Airline shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 2.11.3(C) of the City Charter. It is not intended, nor shall it be construed that the Airline, its personnel or subcontractors are employees or officers of the City under Denver Revised Municipal Code (“**D.R.M.C.**”) Chapter 18 for any purpose whatsoever.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS; PATENT, TRADEMARK AND COPYRIGHT LAWS:

A. The Airline and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the Charter, ordinances, Executive Orders, and rules and regulations of the City.

B. Airline agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Airline will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Airline prepares any documents which specify any material, equipment, process or procedure which is protected, Airline shall disclose such patents, trademarks and copyrights in such documents.

14. AIRLINE'S INSURANCE:

The Airline agrees to insure its operations in accordance with the terms of the Airline's Certificate of Insurance and Certificate of Workers Compensation Insurance, as referenced in the ULA or Operating Permit and required by DEN Rules and Regulations Parts 140 and 230. Airline shall insure its operations on or before the flight operations begin.

15. NO THIRD-PARTY BENEFICIARIES:

The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Airline, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person or entity other than the City or the Airline receiving services or benefits from this Agreement shall be deemed an incidental beneficiary only and shall not have any interest or right in this Agreement or any agreement referenced in this contract.

16. ASSIGNMENT; SUBCONTRACTING AND INUREMENT:

The Airline shall not assign, pledge, transfer or subcontract with respect to any of its rights, benefits, obligations, or duties under this Agreement without obtaining prior written consent and approval of the CEO or their authorized representative. However, nothing contained herein shall preclude the Airline from engaging third party contractors to provide the Scope of Services hereunder. Except as provided in the immediately preceding sentence, any attempt by the Airline to assign or transfer its rights hereunder shall automatically terminate this Agreement and all rights of the Airline hereunder. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns as permitted under this Agreement.

17. RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any reimbursements and/or credits by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Airline. The City making any such reimbursements and/or credit when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

18. APPROVAL AND APPROVAL BY ELECTRONIC COMMUNICATION:

Any approval given by the CEO (or the Director as the CEO's designee as provided in Section 1 above) hereunder, shall be deemed approval of the City hereunder. Further, any approval of the city or the Airline required hereunder may be given to the other Party via email communication at the following respective email address for each Party: If to the City, to Laura Jackson at Laura.Jackson@flydenver.com. If to the Airline, Marta.Drozdz@aerlingus.com.

19. COLORADO OPEN RECORDS ACT:

A. The Airline acknowledges that the City is subject to the provisions of the Colorado Open Records Act (“**CORA**”), C.R.S. §§ 24-72-201 et seq., and the Airline 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 the Airline asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by the Airline to the City shall be considered confidential by the City only to the extent provided in CORA, and the Airline agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Airline of such request in order to give the Airline the opportunity to object to the disclosure of any material the Airline may consider confidential, proprietary, or otherwise exempt from disclosure. In the event the Airline objects to disclosure, the 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, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, the Airline agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials the Airline does not wish disclosed. The Airline agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of the Airline’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the 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.

20. EXAMINATION OF RECORDS:

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Airline's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Airline shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final reimbursement and/or credit under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Parties to make disclosures in violation of state or federal privacy laws. The Parties shall at all times comply with D.R.M.C. § 20-276.

B. Additionally, the Airline agrees until the expiration of three (3) years after the final reimbursement and/or credit under this Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of the Airline, related to the Airline's performance of this Agreement, including communications or correspondence related to the Airline's performance, without regard to whether the work was reimbursed for in whole or in part with federal funds or was otherwise related to a federal grant program. The Airline, upon request by either, shall make such books and records available for examination and copying in Denver.

C. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Airline which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Airline

further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

21. FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, the Airline shall comply with the Standard Federal Assurances identified in *Appendix A* and incorporated herein by reference. The City represents and warrants that, at the time of drafting, this Agreement is in compliance with the Incentive Program, and the incentives provided hereunder, including the Incentive Program, conform with the 2023 FAA Policy Regarding Air Carrier Incentives. If the FAA determines this Agreement or Incentive Program violates the City's grant assurance obligations or other federal contractual obligations, Airline shall reimburse or compensate the City the amounts that would be owed to the City.

22. NOTICES:

A. Formal Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and other notices shall be made as follows:

By Airline to: Chief Executive Officer
 Airport Office Building, 9th Floor
 Denver International Airport
 8500 Peña Boulevard
 Denver, Colorado 80249

By City to: Aer Lingus Limited
Head Office Building
Dublin, Ireland
Attn: Company Secretary
Email Address: notices@aerlingus.com

B. Delivery. Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid certified mail, return receipt requested; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above. Mailed notices shall be deemed effective upon deposit with the U.S. or Irish Postal Service. Either Party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

C. Informal Correspondence. Other, non-essential notices (such as day-to-day correspondence) may be sent via email to the Project Manager.

23. NON-DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under the Agreement, the Airline may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, national origin, ethnicity, citizenship immigration status, gender, age, sexual orientation, gender variance, gender identity, gender expression, marital status, military status, source of income, protective hairstyle and/or physical and mental disability. The Airline shall insert the foregoing provision in all subcontracts.

24. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the Airline's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

25. GOVERNING LAW AND VENUE:

This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

26. TAXES AND COSTS:

Airline shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

27. FORCE MAJEURE:

The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, future epidemics or pandemics, the existence of which is unknown to the parties at the time of execution of this Agreement or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes. When reasonable actions to mitigate or prevent further delays have taken place, flight services not operated due to an Event of Force Majeure shall be deemed operated for the purpose of calculating the frequency of service.

28. AUTHORITY TO BIND:

Airline has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

29. ENTIRE AGREEMENT:

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications, unless expressly reserved herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement.

30. ORDER OF PRECEDENCE:

A. In the event of an irreconcilable conflict between a provision of Section 1 through 31 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix A
- Section 1 through Section 31 hereof
- Exhibit A
- Exhibit B
- Exhibit C

31. EXECUTION; ELECTRONIC SIGNATURES-COUNTERPARTS AND RECORDS:

This Agreement is expressly subject to and shall become effective upon execution of all signatories of the City and if required, the approval of Denver City Council. This Agreement may be executed electronically, and in two (2) or more counterparts, each of which shall be deemed an original of this Agreement but all of which together shall constitute one and the same, and it may be signed electronically by either Party in the manner specified by the City. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

END OF AGREEMENT

APPENDIX, SIGNATURE PAGES, AND EXHIBITS FOLLOW

APPENDIX A

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the Airline, and the term "sponsor" shall mean the "City".

During the term 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 shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), 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, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Airline assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Contract Control Number: PLANE-202370272-00
Contractor Name: Aer Lingus Limited

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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202370272-00
Aer Lingus Limited

By: DocuSigned by:
Elizabeth Haun
673DBDC1022F42F... _____

Name: Elizabeth Haun
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Denver International Airport 2024 Air Carrier Incentive Program

Overview: To increase nonstop scheduled air service and passenger traffic at Denver International Airport (DEN) and to sustain this service over the long term.

General Guidelines

- Promotional Benefits are offered to any eligible air carrier announcing scheduled nonstop passenger service to an eligible market between Jan. 1 – Dec. 31, 2024.
- Markets, both domestic and international, are considered served as soon as service is publicly announced and/or loaded into schedules, whichever occurs first.
- Charter operations, including operators under Parts 121, 135 and 380, are not eligible.
- Markets that fall under the Essential Air Service (EAS) program are not eligible.
- All conditions for receiving the Promotional Benefits will be documented in a legal agreement between the City & County of Denver (City) and the eligible air carrier. This legal agreement is subject to final approval by the appropriate officials at the City.
- If the eligible air carrier does not meet the minimum service requirements, then all operational credits provided to the air carrier shall be refunded to the City, and all reimbursements to the air carrier for marketing activities shall be refunded to the City.
- Total incentive funds available are limited and may expire during this period.
- DEN Air Carrier Incentive Program is subject to change; any changes will be posted at least 30 days in advance of the implementation of such changes.

Eligible Air Carriers

1. A new air carrier (New Entrant Carrier) is eligible for Promotional Benefits.
2. A New Entrant is defined as an air carrier that has not operated any scheduled domestic or international passenger air service at DEN in the most recent 24 months.
3. An incumbent air carrier (Incumbent Carrier) is eligible for Promotional Benefits.
4. If the New Entrant Carrier can reasonably be considered a replacement for existing service, the air carrier is considered an Incumbent Carrier.
5. Immunized joint venture partner carriers will be considered as a single carrier for the purposes of determining net frequency/capacity changes.
6. A New Entrant Carrier is only eligible for one incentive type at a time.
7. An Incumbent Carrier is only eligible for one incentive per destination at a time.
8. An Incumbent Carrier cannot receive an incentive while still receiving a New Entrant Carrier incentive.

Eligible Domestic Markets

1. Domestic Markets are defined as any market in the 50 U.S. states, Puerto Rico and the U.S. Virgin Islands.
2. An Unserved Domestic Market is defined as any Domestic Market that has not had scheduled nonstop service from DEN in the most recent 24 months.
3. Unserved Domestic Markets in the Lower 48 U.S. states are eligible for Promotional Benefits.

4. If the Unserved Domestic Market in the Lower 48 U.S. states is operated by an Incumbent Carrier, service must be operated at a minimum of 5 days per week (annualized at 260 days per year).
5. If the Unserved Domestic Market in the Lower 48 U.S. states is operated by a New Entrant Carrier, service must be operated at a minimum of 2 days per week (annualized at 104 days per year).
6. Unserved Domestic Markets in Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands are eligible for Promotional Benefits by both New Entrant Carriers and Incumbent Carriers if service is operated at a minimum of 2 days per week (annualized at 104 days per year).
7. Served Domestic Markets in Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands are eligible for Promotional Benefits if the eligible air carrier's new service results in a minimum of a 50% increase in frequency in service from DEN to the market without any corresponding reduction in capacity.
8. Served Domestic Markets in the Lower 48 U.S. states are only eligible for Promotional Benefits as part of a New Entrant Carrier incentive.

Eligible International Markets

1. International Markets are defined as any market that is not in the 50 U.S. states, Puerto Rico or the U.S. Virgin Islands.
2. An Unserved International Market is defined as any international market that has not had scheduled nonstop service from DEN in the most recent 12 months.
3. Unserved International Markets are eligible for Promotional Benefits.
4. Served International Markets are eligible for Promotional Benefits if the eligible air carrier's new service results in a minimum of a 50% increase in frequency of service from DEN to the market without any corresponding reduction in capacity.
5. For the purposes of the table defining incentive levels, countries are assigned to regions based on the International Air Transport Association (IATA) definitions.
6. Mexico Leisure Destinations are defined as the following: Acapulco (ACA), Cancun (CUN), Cozumel (CZM), Huatulco (HUX), Ixtapa/Zihuatanejo (ZIH), Mazatlan (MZT), Puerto Escondido (PXM), Puerto Vallarta (PVR), San Jose del Cabo (SJD) and Tulum (TQO).

Promotional Benefits

The Promotional Benefits available include an Operational Incentive and a Marketing Incentive. All Promotional Benefits are prorated on an annual basis. The eligible air carrier can choose to take Promotional Benefits solely through the Operating Incentive, solely through the Marketing Incentive, or a combination of both the Operating Incentive and the Marketing Incentive.

1. Operational Incentive.
 - a. Operational Incentives are administered through credits.
 - b. Operational Incentives available to air carriers may include, but are not limited to, landing fees, rental fees and gate fees.
 - c. The credits will not exceed the costs that would otherwise be charged by DEN to the air carrier associated with operating the eligible route.
 - d. The credits for a frequency increase will not exceed the costs that would otherwise be charged by DEN to the air carrier associated with operating the increased frequencies.
2. Marketing Incentive.
 - a. The air carrier will develop a marketing plan that must be approved by DEN.

- b. The marketing plan must promote public and industry awareness of the new service offered by the air carrier at DEN to must promote travel to/from/through DEN.
- c. The air carrier is responsible for executing the marketing plan, including making all payments to any third parties.
- d. Upon receipt of invoices from the air carrier, DEN will reimburse the air carrier for expenses related to the execution of the approved marketing plan.
- e. Air carrier is required to provide documentation the marketing services were provided and proof of payment by air carrier to third parties for DEN to provide reimbursement to the air carrier.
- f. An initial draft of the marketing plan must be submitted to DEN within 60 days of air carrier's notification to DEN that the air carrier intends to take the Marketing Incentive. If the air carrier does not provide a draft marketing plan within this 60-day period, the City is not obligated to enter negotiations.

Promotional Period

The Promotional Period is defined as the first consecutive 12 or 24 months immediately following the initiation of eligible new service.

1. The 12-month Promotional Period applies to the following:
 - a. New Entrant Carrier announcing nonstop service solely to an eligible market (or markets) that is already served nonstop from DEN.
 - b. In the case of a New Entrant Carrier announcing service to both an eligible served market and an eligible unserved market at the same time, the eligible served market falls under the 12-month promotional period.
 - c. Incumbent Carrier announcing nonstop service solely to an eligible market (or markets) that is already served nonstop from DEN (defined as a Frequency Increase).
 - d. All Frequency Increase incentives.
2. The 24-month Promotional Period applies to the following:
 - a. New Entrant Carrier announcing nonstop service solely to an eligible market (or markets) that is not served nonstop from DEN.
 - b. In the case of a New Entrant Carrier announcing service to both an eligible served market and an eligible unserved market at the same time, the eligible unserved market falls under the 24-month promotional period.
 - c. Incumbent Carrier announcing nonstop service solely to an eligible market (or markets) that is not served nonstop from DEN.

Frequency Increase Guidelines & Calculation

1. The Frequency Increase must be an increase of at least fifty percent (50%) over the immediately preceding 12-month period without any corresponding reduction in capacity.
2. The calculation of a Frequency Increase is required to fall under one of the following three 12-month periods:
 - a. Calendar year
 - b. One year beginning with the start of IATA Summer Season
 - c. One year beginning with the start of IATA Winter Season

3. The previous annual frequency is calculated using all flight departures from DEN to the eligible market.
4. A sample Frequency Increase table is included below.

Previous Annual Frequency from DEN to Eligible Market	Minimum Incremental Frequency Required by Eligible Carrier from DEN
100 annual departures Jan. 1 – Dec. 31, 2023	50 annual departures Jan. 1 – Dec. 31, 2024

Minimum Service Period and Minimum Service Level

1. For service that qualifies for the 12-month Promotional Period, service must operate during the 12 consecutive months following service inauguration and must still be operating one year after service inauguration.
2. For service that qualifies for the 24-month Promotional Period, service must operate during the 24 consecutive months following service inauguration and must still be operating two years after service inauguration.
3. In cases where the Promotional Benefits are not based on a minimum Frequency Increase, air carrier may adjust the frequency of service during the Promotional Period; however, the air carrier shall not decrease the frequency of service to less than sixty-six percent (66%) of the initial amount of published service, the calculation of which will be averaged over the course of 12-month periods.
4. In cases where the Promotional Benefits are based on a minimum Frequency Increase, the only adjustments permitted are for irregular operations.

Primary Air Carrier

The Primary Air Carrier is defined as the marketing carrier for the eligible service. The City will enter into legal agreements with only the Primary Air Carrier, except in cases which the Primary Air Carrier grants permission to the City to enter into a legal agreement with the operating carrier.

Notice of Intent

An air carrier must notify DEN within 60 days of air carrier’s public announcement of eligible service of the intention to enter into a legal agreement for Promotional Benefits with the City. If the air carrier does not provide such notification within 60 days, the City is not obligated to enter negotiations.

Signed Agreement Requirement

An eligible air carrier must sign the legal agreement within 60 days of receipt from the City. If the air carrier does not sign the legal agreement within 60 days, the City reserves the right to end negotiations.



DENVER INTERNATIONAL AIRPORT 2024

AIR CARRIER INCENTIVE PROGRAM

INTERNATIONAL DESTINATIONS						
Unserved International Destination	New Entrant Carrier			Incumbent Carrier		
	100% WEEKLY SERVICE	50% WEEKLY SERVICE	100% BIWEEKLY SERVICE	100% WEEKLY SERVICE	50% WEEKLY SERVICE	100% BIWEEKLY SERVICE
Africa	\$8M	\$6M	\$4M	\$6M	\$3M	\$2M
Asia & Australasia	\$7M	\$5M	\$3M	\$5M	\$2M	\$1.5M
Europe, Middle East & South America	\$6M	\$4M	\$2M	\$4M	\$1.5M	\$1M
Canada, Caribbean, Central America & Mexico Non-Leisure Destinations	\$3M	\$1.5M	\$1M	\$1M	\$450K	\$300K
Mexico Leisure Destinations	\$1M	\$750K	\$500K	\$250K	\$200K	\$150K
Served International Destination (Frequency Increase)	New Entrant Carrier			Incumbent Carrier		
Africa	Up to \$4M			Up to \$2M		
Asia & Australasia	Up to \$3M			Up to \$1M		
Europe, Middle East & South America	Up to \$2M			Up to \$450K		
Canada, Caribbean, Central America & Mexico Non-Leisure Destinations	Up to \$1M			Up to \$250K		
Mexico Leisure Destinations	Up to \$500K			Up to \$100K		

DOMESTIC DESTINATIONS				
Unserved Domestic Destination	New Entrant Carrier		Incumbent Carrier	
	100% WEEKLY SERVICE	2X/4X WEEKLY SERVICE	100% WEEKLY SERVICE	2X/4X WEEKLY SERVICE
Lower 48 U.S. States	\$1M	\$750K	\$300K	N/A
Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands	\$1.5M	\$1M	\$450K	\$100K
Served Domestic Destination (Frequency Increase)	New Entrant Carrier		Incumbent Carrier	
Lower 48 U.S. States	Up to \$1M		N/A	
Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands	Up to \$1.5M		Up to \$250K	

For served markets, new service must represent a frequency increase of at least 50% without any corresponding reduction in capacity.



Airline: Aer Lingus**Route: Dublin (DUB)****Agreement Number: 202370272****Incentive Period Start Date (Service Start Date): May 17, 2024****Incentive Period End Date: May 16, 2026****Frequency Required per Agreement: 156 annual departures in Year 1 and Year 2**

Monthly Statistics						
Period	Year	Month	Number of Monthly Departures	Number of Monthly Landings	Total Monthly Landed Weight	Total Monthly Enplaned Passengers
1	May	2024				
2	June	2024				
3	July	2024				
4	August	2024				
5	September	2024				
6	October	2024				
7	November	2024				
8	December	2024				
9	January	2025				
10	February	2025				
11	March	2025				
12	April	2025				
13	May	2025				
14	June	2025				
15	July	2025				
16	August	2025				
17	September	2025				
18	October	2025				
19	November	2025				
20	December	2025				
21	January	2026				
22	February	2026				
23	March	2026				
24	April	2026				
25	May	2026				
Total						

Exhibit C

Aer Lingus Denver – Dublin Incentive Estimates & Sponsorship/Marketing Plans

Based on **3 departures per week in Year 1** (156 annual departures) and **3 departures per week in Year 2** (156 annual departures), Aer Lingus qualifies for an incentive in the amount of \$4 million to be used before May 16, 2026.



DENVER INTERNATIONAL AIRPORT 2024

AIR CARRIER INCENTIVE PROGRAM

INTERNATIONAL DESTINATIONS						
Unserviced International Destination	New Entrant Carrier			Incumbent Carrier		
	5-14 WEEKLY SERVICE	15-24 WEEKLY SERVICE	25-34 WEEKLY SERVICE	5-14 WEEKLY SERVICE	15-24 WEEKLY SERVICE	25-34 WEEKLY SERVICE
Africa	\$8M	\$6M	\$4M	\$6M	\$3M	\$2M
Asia & Australasia	\$7M	\$5M	\$3M	\$5M	\$2M	\$1.5M
Europe, Middle East & South America	\$6M	\$4M	\$2M	\$4M	\$1.5M	\$1M
Canada, Caribbean, Central America & Mexico Non-Leisure Destinations	\$3M	\$1.5M	\$1M	\$1M	\$450K	\$300K
Mexico Leisure Destinations	\$1M	\$750K	\$500K	\$250K	\$200K	\$150K
Served International Destination (Frequency Increase)						
	New Entrant Carrier			Incumbent Carrier		
Africa	Up to \$4M			Up to \$2M		
Asia & Australasia	Up to \$3M			Up to \$1M		
Europe, Middle East & South America	Up to \$2M			Up to \$450K		
Canada, Caribbean, Central America & Mexico Non-Leisure Destinations	Up to \$1M			Up to \$250K		
Mexico Leisure Destinations	Up to \$500K			Up to \$100K		

DOMESTIC DESTINATIONS				
Unserviced Domestic Destination	New Entrant Carrier		Incumbent Carrier	
	5-14 WEEKLY SERVICE	15-24 WEEKLY SERVICE	5-14 WEEKLY SERVICE	15-24 WEEKLY SERVICE
Lower 48 U.S. States	\$1M	\$750K	\$300K	N/A
Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands	\$1.5M	\$1M	\$450K	\$100K
Served Domestic Destination (Frequency Increase)				
	New Entrant Carrier		Incumbent Carrier	
Lower 48 U.S. States	Up to \$1M		N/A	
Alaska, Hawaii, Puerto Rico & U.S. Virgin Islands	Up to \$1.5M		Up to \$250K	

For served markets, new service must represent a frequency increase of at least 50% without any corresponding reduction in capacity.

Incentive Type	Estimated Amount
TOTAL INCENTIVE AMOUNT	\$4,000,000
Operational Credits – Year 1 (May 17, 2024 – May 16, 2025)	\$725,000
Operational Credits – Year 2 (May 17, 2025 – May 16, 2026)	\$775,000
Proposed Sponsorship Activities – Year 1 (May 17, 2024 – May 16, 2025)	\$844,968
Balance – available for Marketing Activities, additional Sponsorship Opportunities or additional Operational Credits	\$1,615,032

Note: All amounts are estimates and are subject to change. The cost to prepare future valuations of sponsorship opportunities, if requested, will come from the incentive amount available.

Attachments

DEN cost estimate for 156 annual departures (2024 rates & charges)

Aer Lingus Sponsorship Proposal (May 2024)

Valuation Report (May 2024)

Catalyst Paid Media Plan Recommendation (May 2024)

Aer Lingus
Rates & Charges Estimate
Denver International Airport



Concourse A International (Pre cleared) Service Scenario 1 (3X Week)					
Rates & Charges by Source	Unit		Amount	2024 Signatory Rate*	Cost
Basic Rates & Charges					
Landing Fee	Landed Weight (per 1,000 lb)		62,593.6	\$ 4.73	\$ 296,068
Terminal Complex					
Landside Terminal Rentals	Rented Square Feet		-	\$ 130.41	-
Ticket Counter per Use Charge	Originating Passengers		-	\$ 2.91	-
Concourse					
Exclusive/Preferential Rentals	Rented Square Feet ^(a)		-	\$ 130.41	-
Joint-use space charge	Rented Square Feet ^(a)		-	\$ 31.00	-
Concourse A Preferential Gate Use Fee	Landed Weight per takeoff & landing		125,187.2	\$ 2.23	279,167
Baggage Claim Fees	Domestic Outbound Bags		26,947.0	\$ 2.08	56,050
Concourse Ramp Area Rentals	Rented Linear Feet		-	\$ 1,406.43	-
AGTS and Tunnel Fees	O&D Passengers		67,368.0	\$ 1.06	71,410
CUSE Gate Fees	Landed Weight (per 1,000 lb)		62,593.6	\$ 0.17	10,641
CUSE International Recheck Fees	Percent of Int'l Landed Weight		0.0		-
Total Basic Rates & Charges		A			\$ 713,336
Tenant Finishes, Equipment and Systems					
Conventional Baggage System					
Space Cost	Rented Space.-Landside Terminal		-	\$ 380.79	\$ -
Equipment Charges	Originating Passengers		33,684.0	\$ 0.39	13,137
Landside Terminal Charges	Rented square feet ^(b)		-	\$ 38.85	-
Concourse A Charges	Rented square feet		-	\$ 14.06	-
Total Tenant Finishes, Equipment and Systems		B			\$ 13,137
Total Rates & Charges		A+B			\$ 726,473
Less: Moneys available in Airline Revenue Credit Account	Percent of Total Signatory Airline Revenue				\$ (59,603)
Net Annual Airline Revenue					\$ 666,870
Enplaned Passengers					34,726
Average Cost per Enplaned Passenger					\$ 19.20
Other Costs (not shown above):					
Fueling System Fees^(c)	Gallons of fuel				\$ 26,544
Conventional Baggage System Allocation^(d)	Domestic Origination Passengers		33,684.0	\$ 0.62	\$ 20,884

Three month Performance Bond Requirement:

Total rates & charges	726,473
Conv. Bag O&M	20,884
Bond Req. (25%)	186,839

Notes:

^(a) Does not include triturator, ground power equipment room, preconditioned air, tug drive and circulation, and baggage sortation space.

^(b) Rented square feet excludes tenant finish financed by airline.

^(c) Recovered by Fuel System Operator

^(d) Per the Airport Baggage System License Agreement and commencement of additional Baggage O&M fee (ICS System & Remote bag drop).

* Source: 2024 Rates and Charges are based on Final Report of Rentals, Rates, Fees and Charges for 2024 dated November 15, 2023.



Aer Lingus
Rates & Charges Estimate
Denver International Airport

Assumptions Concourse A International (Pre cleared) Service Scenario 1 (3X Week)		
Contractual Status at DEN		Signatory
Landed Weight Estimate		
Arriving Flights per Week		3
Aircraft: / Landed Weight (1,000 lb) Airbus 330-200		401.241
Aircraft:		-
Aircraft:		-
Landed Weight Per Week (1,000 lb)		1,203.723
Times Number of Weeks		52.000
Landed Weight per Year (1,000 lb)		62,593.596
Passenger Traffic Estimate		
Arriving & Departing Flights per Week		6
Aircraft Passenger Capacity - Airbus 330-200		265
Aircraft Passenger Capacity -		-
Aircraft Passenger Capacity -		-
Estimated Load Factor		84%
Times Number of Weeks		52.000
Total Passengers	A	69,451
Percent O&D		97%
Total O&D Passengers		67,368
Total Enplaned Passengers (50%)*	A*	34,726
Domestic Outbound Bags Estimate		
Total O&D Passengers at 50%		33,684
Estimated Bags per Passenger		80%
Total Domestic Outbound Bags		26,947
Terminal Space		
Ticket Counter (Sublease from third party)		-
Terminal Operations space		-
Bag Service Office		-
Total Terminal Space		-
Concourse Space		
Holdroom		-
Office/Operations Space (w Tenant Finish)		-
Office/Operations Space (w/o Tenant Finish)		-
Total Concourse Space		-
Total Ramp (Linear Feet)		-

Disclaimer: The costs provided is intended as an estimate only to assist you to budget for the services. The estimate is not a bill and does not create a service agreement between you and the Airport. Actual costs may be different as a result of changes to assumptions, configurations, rates, service dates and other changes.

Denver Airport Sponsorship Opportunities



PR Activity- new route announcement and launch

- **Announcement of new routes MSP and Montreal:**
- Potential to Reach - 24,481,423
- PR value €170,425.51
 - *NB: this doesn't include US market as we didn't have an agency in place at that time – ROI only*
- **Launch of MSP:**
- Potential to Reach: 83,271,225
- PR Value: €2,685,008
 - *NB: ROI, UK and US markets included*



Let's Fly Denver Social Media Series

- Bespoke Denver 'Let's Fly' content series, feat. local talent.
- Main 5 min video piece
- Insta competition
- Blog

- Facebook, Twitter, Instagram, Youtube.
- Inclusion in email databases ROI/NI/US/ AerClub



<https://www.youtube.com/watch?v=Y09WA82gJ1g>

Let's Fly NYC

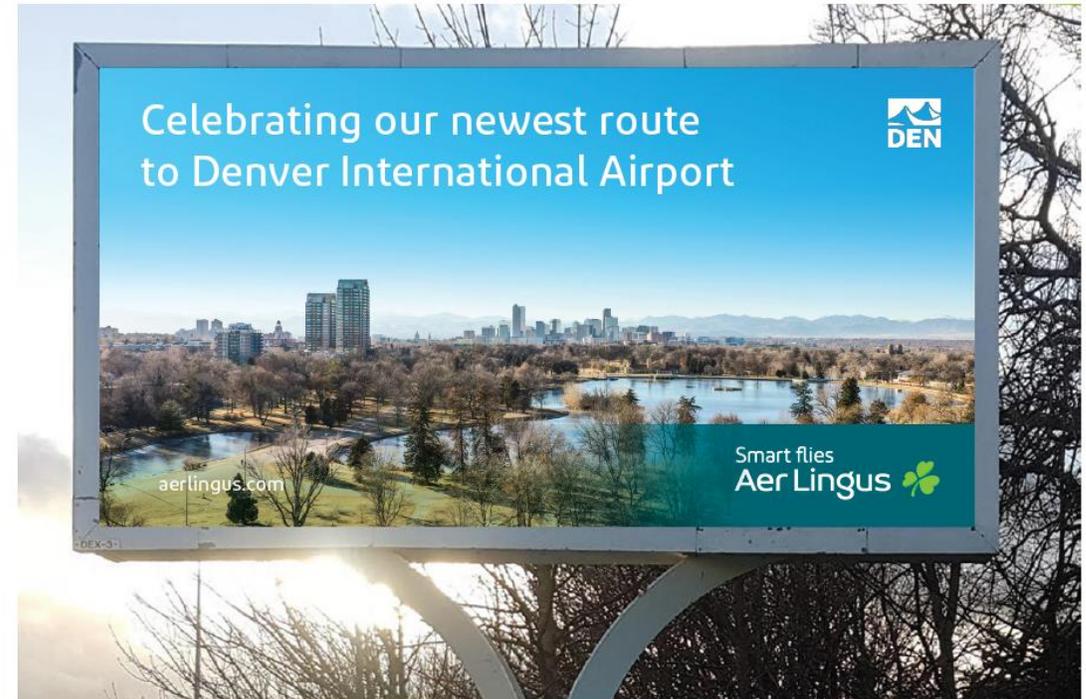
- 702k reach on FB, Twitter and Instagram
- 217k views on YouTube
- 20k Insta competition entries, 250k+ reach

Dublin Airport Out of Home Advertising

- Always on Advertising site at Dublin Airport.
- One site on airport approach, two in baggage reclaim
- Catering and cleaning truck- mobile advertising
- Rotating presence on indoor or outdoor site

OOH at Dublin Airport

DRAFT APPLICATIONS



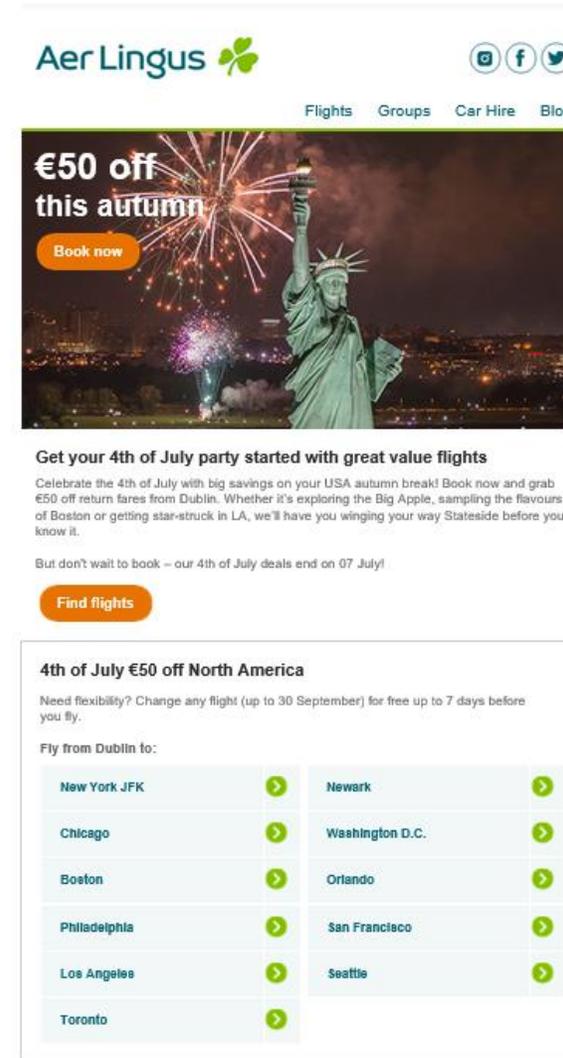
IFE Video

- DEN video content available within IFE informational pages
- Live Date: May (2x months)
- DEN content available on Digital Press Reader



Emails

- Emails launching the route and promoting ongoing price promotions and offers.
- Database of 1 million in the Irish market.
- 3 x email sends planned.

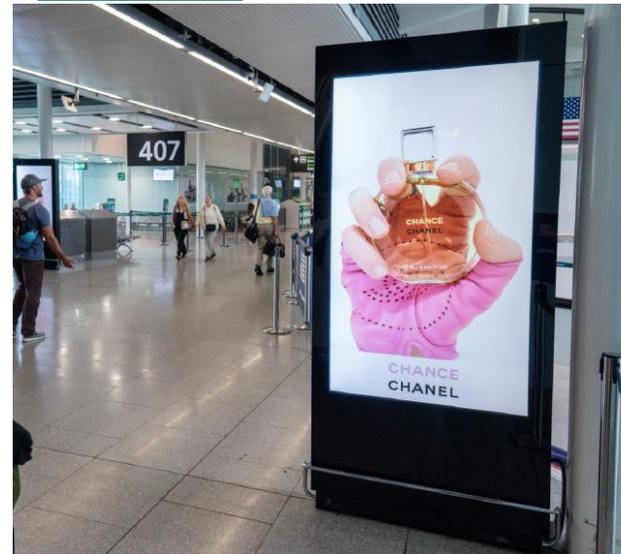


The image shows a promotional email from Aer Lingus. At the top, the Aer Lingus logo and social media icons (Instagram, Facebook, Twitter) are visible. Below the logo, there are navigation links for "Flights", "Groups", "Car Hire", and "Blog". The main visual is a banner featuring the Statue of Liberty at night with fireworks, with the text "€50 off this autumn" and a "Book now" button. Below the banner, the text reads: "Get your 4th of July party started with great value flights. Celebrate the 4th of July with big savings on your USA autumn break! Book now and grab €50 off return fares from Dublin. Whether it's exploring the Big Apple, sampling the flavours of Boston or getting star-struck in LA, we'll have you winging your way Stateside before you know it. But don't wait to book – our 4th of July deals end on 07 July!" followed by a "Find flights" button. Below this is a section titled "4th of July €50 off North America" with a sub-heading "Need flexibility? Change any flight (up to 30 September) for free up to 7 days before you fly." and a list of destinations to fly from Dublin to: New York JFK, Newark, Chicago, Washington D.C., Boston, Orlando, Philadelphia, San Francisco, Los Angeles, Seattle, and Toronto. Each destination is listed in a light blue box with a green arrow pointing right.

Dublin Airport Out of Home Advertising – ADDITIONAL OOH Placements to be valued)

- 16x AerPod screens across Terminal 2,
- OOH Panel T2 CBP (beside 51st & Green lounge in CBP)

T2 AerPod



T2 CBP Panel





Opportunity Summary Valuation Report



Denver International Airport

AER LINGUS PARTNERSHIP PROPOSAL RE-VALUATION

05.07.2024

Denver International Airport (Aer Lingus)

Valuation Summary

Introduction

In April 2024, Denver International Airport (“DIA”) requested The Superlative Group (“Superlative”) to conduct a top-level valuation of a proposal provided by Aer Lingus to become an official marketing partner of the Airport. The following analysis includes a fair market valuation of the marketable rights, benefits and assets of the proposal.

Opportunity Overview

Denver International Airport

Denver International Airport is one of the busiest airports in the United States with nearly 70 million annual visitors passing through its gates. DIA currently hosts more than 20 different airlines with both domestic and international flights occurring daily to over 100 locations. DIA has a strong international presence, servicing more than three million international passengers per year. There is currently no offering of a direct flight from Denver to Dublin, but the proposed opportunity between DIA and Aer Lingus would officially establish the first.

Aer Lingus

Aer Lingus is an Irish airline based in Dublin that services over 11 million passengers on an annual basis. With a current fleet size of over 50 airplanes, Aer Lingus is the second largest airline headquartered in Ireland. The airline currently offers nonstop flights to 14 different U.S destinations from Dublin airport and is also the only Irish airline to offer any nonstop flights to the U.S. West Coast.

Proposed Opportunities (April 2024)

The proposal from Aer Lingus includes the following sponsorship opportunities:

- Video recognition on specified in-flight entertainment;
- OOH advertising at Dublin Airport;
 - 17 Terminal 2 Signage Locations
 - 1 Airport Approach Location
 - 1 Roaming Catering Truck Location
 - 2 Baggage Claim Locations
- Partnership announcement and PR;
- “Fly Denver” social media series; and
- Branded email messaging (3 total sends)

Key Statistics

The statistics below provide an overview of the main sources of impressions for the Denver International Airport in regard to the proposed benefits of the Aer Lingus partnership opportunity.

Ridership and Airport Figures

According to historical information provided by the Denver International Airport team, DIA passenger traffic was approximately 70 million in 2019¹. Approximately five percent or three million were international passengers while about 66 million were domestic travelers.

Dublin Airport’s passenger base is more international. Ninety-nine percent of annual visitors, or nearly 35 million travelers that pass through the Dublin Airport are doing so because of international travel while only about 110,000 visitors are there for domestic travel.

¹ 2019 is currently used as the benchmark for audience, ridership, and other related numbers due to ongoing ramifications of the COVID-19 pandemic.

DENVER INTERNATIONAL AIRPORT | Opportunity Summary Report

In terms of the aircraft involved in the prospective partnership between DIA and Aer Lingus, a projected 85% occupancy capacity is expected. Between the two aircraft (A330-200 & A320-200) an anticipated 460,000 riders are expected to be exposed to the on-flight benefits involved in the partnership given the expected load capacity, number of rotations per day and aircraft capacities.

Social and Digital Media Figures

The following figures were provided by DIA and Aer Lingus in response to Superlative's information request.

- DIA Average Digital Earned Media
 - TV: \$52,432
 - Internet: \$139,075
- DIA Annual Social Media Statistics
 - Engagements: 675,156
 - Reach: 83,837,707
- DIA Website Statistics:
 - Annual Pageviews: 24,708,024
- DIA Email Database Statistics
 - Nonstop Monthly News: 2,765
 - Great Hall Construction: 2,596
- Aer Lingus Let's Fly Social Series Statistics
 - Social Reach: 702,000
 - YouTube Views: 217,000
 - IG Competition: 205,000
- Aer Lingus Annual Guests per Proposed Aircraft
 - A330-200: 156,400
 - A320-200: 302,920
- Aer Lingus Email Statistics
 - 1,000,000
- Aer Lingus Fleet Statistics
 - Total Aircraft: 53
 - Total Passengers: 9,020,000
- Aer Lingus Social Media Statistics
 - Total Engagements: 675,000
 - Total Reach: 166,000,000

DENVER INTERNATIONAL AIRPORT | Opportunity Summary Report

Aer Lingus Proposal FMV

Table 1 presents the fair market value of the sponsorship rights, benefits and assets that have been proposed in the package (2024).

Table 1: Aer Lingus 2024 Package Sponsorship Rights, Benefits and Assets

Signage Exposure	Weighted Impressions	Annual Benefit
Sponsor Recognition on OOH Dublin Airport Signage (Approach)	10,548,951	\$158,234
Sponsor Recognition on OOH Dublin Airport Signage (Interior Terminal Placements)	25,352,989	\$299,799
Sponsor Recognition on OOH Dublin Airport Signage (Catering Truck)	8,803,189	\$76,148
Sponsor Recognition on OOH Dublin Airport Signage (Baggage Claim)	3,961,435	\$34,266
Total	48,666,564	\$568,447
Digital and Social Exposure	Weighted Impressions	Annual Benefit
Sponsor Recognition from New Launch Announcement; Earned Media	9,923,154	\$137,270
Sponsor Recognition from "Let's Fly Denver" Social Media Series	1,304,617	\$67,905
Sponsor Recognition on Emails; 3 Unique Sends	1,838,599	\$55,158
Total	13,066,370	\$260,334
On Flight Exposure	Weighted Impressions	Annual Benefit
Recognition on In Flight Entertainment Video(s)	660,680	\$16,187
Total	660,680	\$16,187
TOTAL	62,393,614	\$844,968

Based on the results of Superlative's proprietary methodology, the Fair Market Value of the sponsorship rights and assets included in the Aer Lingus Package is approximately \$845,000 using present dollar values, assuming the rights, benefits and above key statistics were accurate.





- 01** Situation Overview
- 02** Plan Parameters
- 03** Audience Targeting
- 04** Paid Media Strategy
- 05** Campaign Tactics
- 06** Measuring Success
- 07** Budget Summary
- 08** Next Steps

Agenda



Media Plan Introduction

Situation Overview / Plan Parameters / Audience Targeting



Situation Overview

Aer Lingus will launch direct service through Denver International Airport (DEN) beginning May 17, 2024, with direct flights to and from Dublin Airport (DUB). This new route offers convenient point-to-point travel to Ireland, as well as connecting flights throughout the UK and Continental Europe.

Passengers on this route can take advantage of U.S. Customs and Border Protection's Preclearance program at Dublin Airport, which allows Denver-bound passengers to clear U.S. immigration and customs in Dublin, avoiding long lines and expediting their arrival.

Travel can be reserved on Aer Lingus' website, as well as through various third-party booking engines.

A March-October advertising campaign will promote Aer Lingus service through Denver International Airport.





Media Brief

Timing

March-October 2024, coinciding with Aer Lingus' Denver service and peak European travel

Geography

Denver DMA (Denver up to Northern Colorado), Colorado Springs

Goals & Objectives

- Business Goals – Drive reservations/sales through Denver
- Marketing Objectives – Create awareness of Aer Lingus' new service from Denver to Dublin as a direct destination and gateway to Europe
- Media Objectives – Drive qualified online traffic to Aer Lingus' website, as well as OTA booking sites

Communication Strategy

- Promote Aer Lingus' new service through Denver International Airport, as well as share nuanced benefits such as expedited customs upon return
- Initial messaging will promote flights between May and Oct., whereas messaging in late campaign should promote last-minute deals and 2025 travel

Audience

- Campaign will be targeted to Colorado residents with travel intent to destinations serviced through Denver International Airport (DEN)
- Travelers must possess valid international passports (by the time of their flight)

Creative Assets

- Existing advertising assets will be repurposed to create Denver ad versions
- Video and custom assets may require more time to produce so they won't be available at launch

Measurement

- Campaign performance will be analyzed and optimized based on media metrics throughout the campaign
- Site analytics and sales data can be incorporated into measurement and reporting for more holistic view



Audience Profile: International Traveler

- Frequent travelers through Denver International Airport:
 - Have a valid passport
 - Are educated and affluent
 - Tend to book travel ~3 months in advance, not especially motivated by discounts
- Some differences between passengers who book an airline direct vs. through an Online Travel Agency (OTA)*:
 - Shorter lead time
 - More motivated by discounts
- Media usage and content consumption:
 - Research travel online, heavy internet usage
 - Listen to podcasts, streaming services, and online radio but light listeners of terrestrial radio
 - Read magazines and newspapers, especially news/entertainment and travel content
 - Active in social media, engaging and sharing content



Paid Media Strategy



Target prospective and frequent DEN travelers in the Denver DMA+ through a diverse and geographically targeted media mix.

Adjust flighting and weight levels to correspond with key messaging and booking lead times.

Create excitement around the new service launch.

Reach prospects as they're contemplating and researching European travel.



Campaign Phases



Ireland-specific Promotion

Extend St. Patrick's Day Parade sponsorship through paid media.

Promote Denver-to-Dublin point-to-point travel.

Timing: March



Aer Lingus-DEN Awareness

Increase awareness of Aer Lingus service from Denver to Dublin as a direct destination and gateway to Europe.

Timing: April-Oct



Last-minute Travel

Promote and incentivize last-minute and end-of-season/year travel.

Take advantage of OTA travelers' shorter booking window.

Timing: Aug-Sept



2025 Trips

In final months of the campaign, promote 2025 travel to allow sufficient travel planning time.

Timing: Sept-Oct



Media Mix

-  Ireland Promotion
-  Aer Lingus-DEN Awareness
-  Last-minute Travel
-  2025 Travel

	MARCH					APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER					
Weeks Beginning Monday	26	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21
St. Patrick's Day Sponsorship	■																																		
Out-of-Home										■																									
Online Travel Agencies										■				■				■				■													
Social Media										■				■				■				■													
Programmatic Native/Display										■				■				■				■													
Programmatic Rich Media Expandables														■				■				■													
CTV and Streaming Video														■				■				■													
Audio										■				■				■				■													
Publisher Print, Digital, Email	■									■				■				■				■													



Campaign Tactics



St. Patrick's Day Parade

Description

Leverage contextual relevance of St. Patrick's Day to create excitement about Denver service to Ireland. Extend Aer Lingus sponsorship of the Denver St. Patrick's Day Parade with supporting paid media.

- As presenting sponsors, KDVR FOX31 and KWGN/Great Day Colorado will promote the event and provide live segments from the parade
- Sponsorship allows exposure to Broadcast TV viewers without significant spot schedule investment

Tactical Details ✿

- 3-minute dedicated segment on Great Day Colorado
- Name and logo inclusion in :15 spot promoting the parade (minimum of 30)
- 40x total :15 dedicated (station-produced) commercial schedule promoting Aer Lingus and Trip Giveaway (provided by Aer Lingus)
- One post on Great Day Colorado's social media page
- Event listing on the Community page with Aer Lingus logo
- Targeted email blast to promote trip giveaway

Timing Week of March 11 through Parade Day, Saturday, March 16

Targeting KDVR and KWGN viewers

Reach 500,000 impressions + community page and social impressions





Out-of-Home DEN Signage

Description

Kick off first month of Aer Lingus service through Denver International Airport with in-airport signage.

- DEN serves 69.2 million passers annually
- With over 28 nonstop international destinations, DEN serves over 3.3 million international passengers per year
- DEN frequent flyers take an average of 5 round trips per year and average 2 business trips per year

Tactical Details

- **Escalator Digital Network** is located on the north and south train platform escalator soffits in the center core of every concourse
- Potential to reach 100% of arriving and departing passengers
- :10 second spot/:100 loop, static and/or motion

Timing Mid-May – mid-June

Targeting All travelers through Denver International Airport

Reach 5.7 million monthly passengers





Online Travel Agencies

Description

Ads on third-party travel sites/booking engines will reach target audiences as they conduct their travel research and planning.

- March-June are historically most popular search months
- OTA visitors typically require less travel lead time

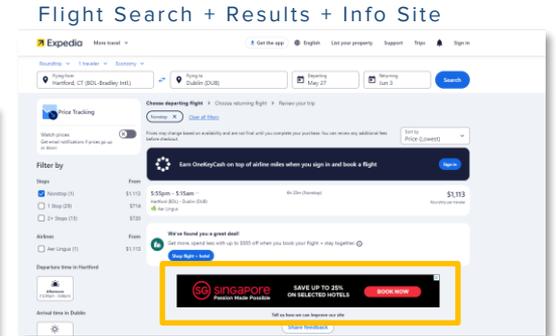
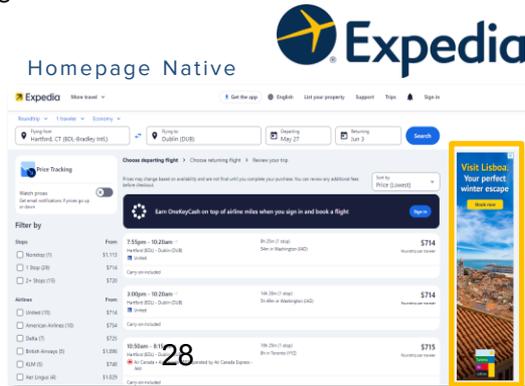
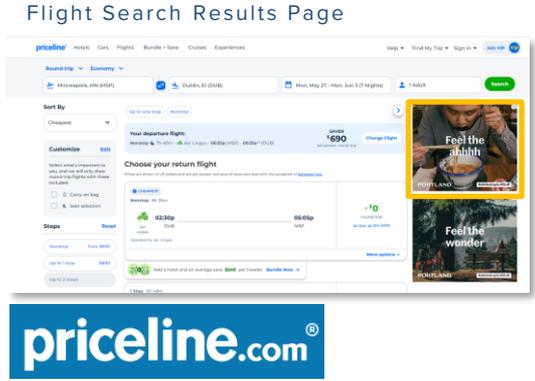
Tactical Details

- **Display** and **Native** ads on Expedia Plus (Expedia, Travelocity, and Orbitz), Priceline and Hopper booking sites
- Homepage native ads, flight search results, info site

Timing Mid-May – October

Targeting European travel intenders

Reach 3,076,247 impressions
+ Hopperimps (TBD)



Source: Expedia Group, First-party bookings data



Social Media

Description

Meta advertising on two of the largest social media platforms, Facebook and Instagram, is a cost-effective way to reach a wide and diverse audience of prospective travelers. Ads will inspire and entice travelers at every stage of their booking journey.

- Social media offers an efficient way to create awareness, drive site traffic, and increase owned social media connections
- The two platforms have an estimated qualified audience size of 22.3 million

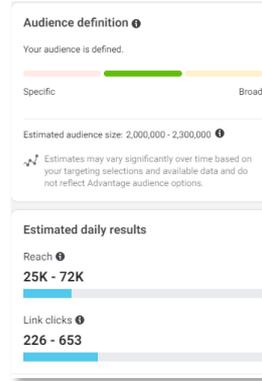
Tactical Details

- **Carousel, Still Images, Video/Reels/Stories**
- Lookalike targeting and retargeting
- Increased weight levels in Spring

Timing Mid-May – October

Targeting Frequent/International Travelers
Denver DMA, including Ft Collins and affluent mountain towns,
Colorado Springs

Reach 25k to 72k users per day/226-663 link clicks per day/
131-378 landing page visits per day/3+ million estimated impressions



Hey Denver - Book Your DIRECT Flight to Dublin Now! New Aer Lingus Flights from Denver ✈️

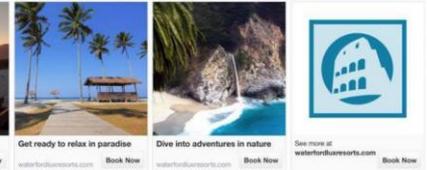
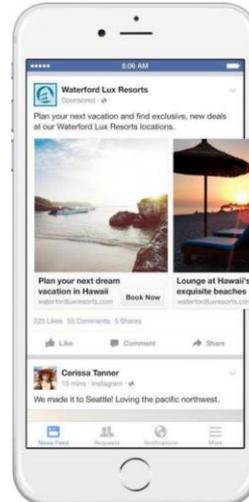
We're flying non-stop to Dublin from Denver International Airport for the very first time on May 17, 2024.

Book now and choose from four weekly flights, with convenient connecting service to destinations across Europe.



aerlingus.com
DIRECT Flights to Dublin
Available Now

Book now





Programmatic Digital

Description

Connect with travelers when they are most receptive, regardless of the device, at all stages of the travel research and planning journey.

- Efficient way to build reach and frequency of message as components of an integrated media campaign
- 129M people used mobile devices to research travel in 2023
- 62.2% of digital travel sales were made via desktop and laptop

Tactical Details

- Cross-device **Display**, **Native**, and **Interactive ads**
- Standard banners: static, animated HTML5, and Animated Gifs
- Third-party auditing to prevent ad fraud and increase viewability
- Geofencing to users who have visited Denver Int'l Airport and/or high-end Colorado ski resorts

Timing Mid-May – October

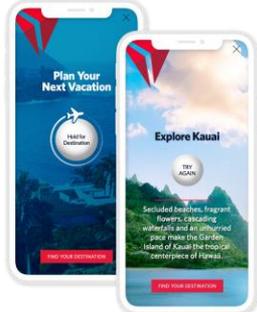
Targeting Affluent, in-market travelers in Denver DMA, Co. Springs
Contextual and behavioral targeting, retargeting, geofencing, predictive targeting, and machine learning

Reach 9,184,223 impressions

RICH MEDIA QUIZ

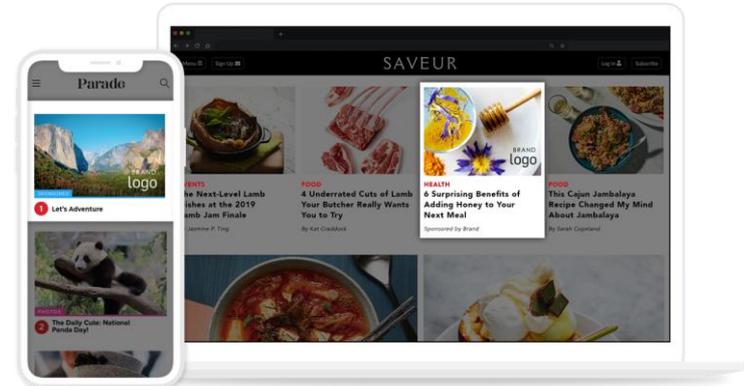


RANDOMIZER UNIT



Highly engaging **Interactive** ads will peak travelers' interests and inspire their next vacations.

Native ads will be seamlessly placed within premium content.



SAVEUR     



CTV and Streaming Video

Description

Deliver video ads to niche target audiences through streaming video on all devices, including CTV (Connected TV).

- Online videos have an audience reach of 92.3% globally
- CTV offers a more immersive and interactive viewing experience compared to traditional TV and is highly targetable
- 56% of respondents say CTV travel ads are a critical source of inspiration and information

Tactical Details

- Streaming video (:6 , :15 , :30) optimized based on video completions
- Ads within short-form and OTT (over-the-top) long-form content
- CTV (:15, :30) with scannable QR code will take users directly to the Denver reservations page on Aer Lingus' site from their mobile devices
 - Ads will be delivered during LIVE TV breaks when commercials are expected, not forced

Timing June-September

Targeting Affluent and in-market travelers in Denver DMA, Colorado Springs
Contextual and behavioral targeting, retargeting

Reach 1,861,472 impressions

Example of CTV with QR Code (United Airlines):



Note: QR Code requires at least 5 business days to build creative.



Radio, Streaming Radio & Podcasts

Description

Introduce Aer Lingus using broad-reaching and targeted audio tactics.

- Terrestrial radio provides broad reach to the local Denver community
- Streaming audio, including podcasts, indexes highly against previous and future European travelers
- Targeted digital audio tactics provide efficient reach to niche audiences

Tactical Details



- **Terrestrial Radio** – iHeart Radio Denver, :15 second promos targeting A25-54
- **Streaming Radio** – Programmatic streaming audio integrations with Triton, Cumulus, TuneIn, targetspot, and Entercom
- **Audio Podcasts** – Premium platforms, WFAN, CBS News Radio, Spotify, Slacker Radio, CBS Sports Radio, KROQ, and iHeart Radio

Timing Mid-late May Terrestrial / Mid-May– September Streaming Audio

Targeting Terrestrial Radio, A25-54, Denver MSA
Streaming and Podcasts, affluent and in-market travelers in Denver DMA, Colorado Springs

Reach 2,404,095 impressions

TERRESTRIAL RADIO



AUDIO PODCASTS



STREAMING RADIO





Denver Post

Description

Print and digital placements within relevant content such as Travel editorial and upscale Travel publications.

- The Denver Post is the largest local newspaper within the Denver market
- International travelers are heavy users of newspaper
- The print edition reaches an older demographic of travel enthusiasts while the website reaches younger travelers

Tactical Details 🌿 📣 ⌚ 📅

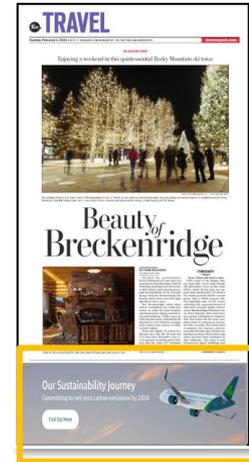
- **Denver Post** Sunday Travel front page billboards to announce Aer Lingus direct flights as well as end-of-year deals
- **DenverPost.com** Targeted display ads support print effort
- **Denver Post targeted consumer emails:** International travel interests/intenders

Timing Print: 3/17, 5/19, 6/16, 8/18
 Digital Display: Mid-May – August (coincides with print)
 E-blasts: May, June, September (coincides with print)

Targeting Denver Post subscribers

Reach 1,738,048 impressions

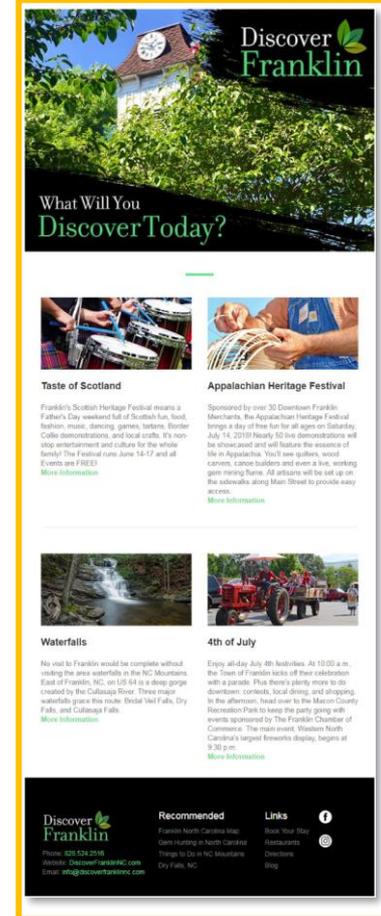
Sunday Travel



Targeted Display Banners



email Example





Travel Publishers

Description

Ads in upscale travel publications, both in print and digital formats, are an efficient, effective, and impactful way to reach affluent travelers within contextually relevant content.

- Condé Nast Traveler and Travel + Leisure are among the top luxury travel publications
- International travelers index high in magazine readership
- Local and regional distribution allows for geotargeting to Denver and Colorado audiences

Tactical Details

- **Condé Nast Traveler** regional circulation to Colorado subscribers
 - Full-Page, 4-Color ads, July/August and Sept/Oct
- **Travel + Leisure display banners** introducing Aer Lingus service out of Denver International Airport
 - Geotargeted to Denver metro, Colorado Springs, and Northern Colorado

Timing Print Sept/Oct and Nov
Digital: Mid-May – June

Targeting Readers of Condé Nast Traveler and Travel + Leisure
In-market European travel intenders

Reach 1,510,461 impressions



Measuring Success



Campaign Performance Analysis

Upon approval of a paid media plan, a comprehensive tracking and measurement plan will be developed.

- Analysis and ongoing campaign optimization
- Reporting monthly throughout the campaign
- Holistic view of performance across all tactics
 - Media delivery metrics
 - Website traffic analytics
 - Social metrics
 - Booking conversion data
- Airline Sales Lift Study (Added value with programmatic digital)



Airline Sales Lift 360°



Predictive Audiences + Predictive Targeting

IN-MARKET
TRAVELERS

COMPETITOR
FLYERS

FREQUENT
FLYERS



Real-World Measurement

SALES LIFT
TOTAL SALES

INCREMENTAL SALES
BUY-THROUGH RATE

DATA
CAPTURES:



560MM

credit & debit cards



Top 30

issuers in the U.S. with cards from
Visa, MasterCard, & Discover



44B

transactions
measured per year

Measure the impact of digital media campaigns on Aer Lingus' sales.



Summary



Budget Summary

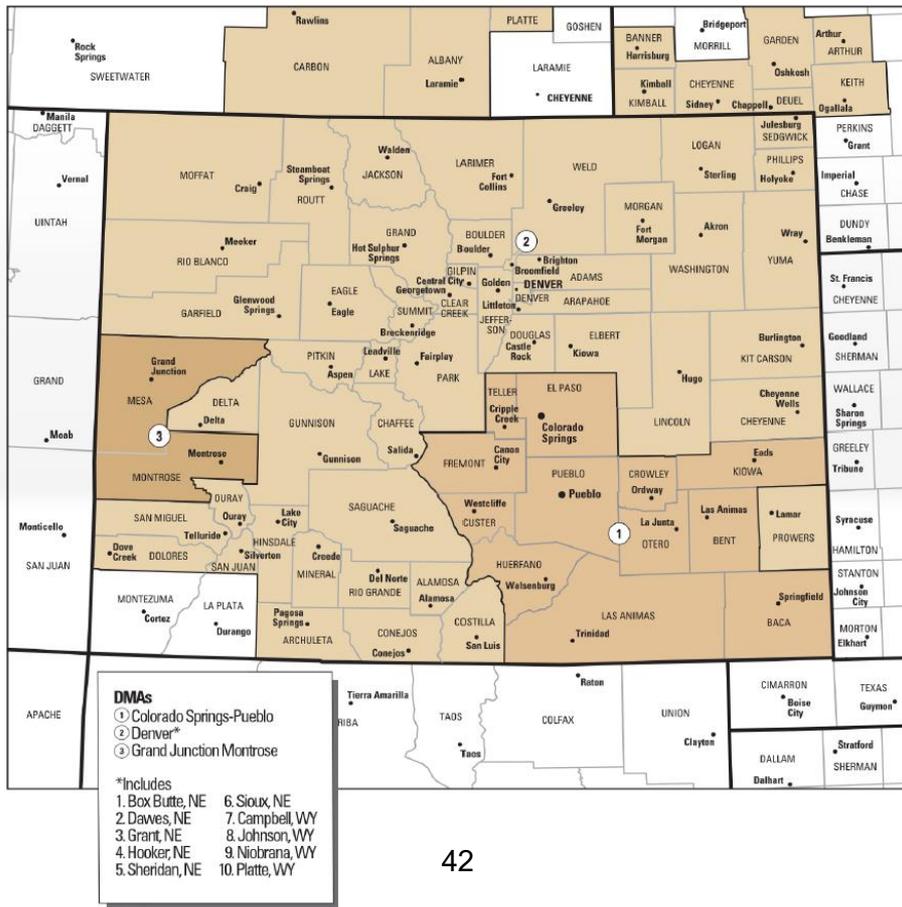
- Display, Native, Interactive 20%
- OTA booking platforms 17%
- Streaming Video, Broadcast TV 15%
- Direct-to-Publisher 14%
- Terrestrial and Streaming Audio 13%
- Out-of-Home 12%
- Social Media 9%



Appendix



Colorado Media Markets





Thank you.



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