

## EXHIBIT E - CONCESSION PRICING POLICY

### **A. Pricing Policy Overview**

The Omaha Airport Authority (the “Authority”) requires fair and reasonable pricing of all concession products and services offered at Eppley Airfield (the “Airport”) and mandates specific pricing guidelines in the Lease Agreements. The pricing policy established for the Airport applies to all Concessionaires and is intended to promote customer service and support a reasonable financial return. This policy provides direction and parameters for setting prices at the Airport.

The prices of all items, including without limitation, all food service, retail merchandise and services, sold at the Airport shall be no more than ten percent (10%) above the prices charged in comparable facilities within the Omaha-Council Bluffs, NE-IA Metropolitan Statistical Area (“Omaha MSA”) for items of a similar size, quantity, packaging, and quality (such requirement, as further detailed in this Exhibit, is referred to herein as the “Street Plus Pricing Policy” or “Pricing Policy”). It is the Authority’s expectation and understanding that Concessionaire will agree to and support the Pricing Policy as a condition of doing business at the Airport and that Concessionaire will work cooperatively with the Authority to ensure that Airport customers receive quality food service, retail merchandise, and services at prices comparable to those in the Omaha MSA street locations.

The Authority shall have the right to approve, disapprove, or require price reductions when it determines that a lower price is justified. The Authority retains the right to modify and change the Pricing Policy upon three (3) days’ written notice to Concessionaire.

Accordingly, Concessionaire and Concessionaire’s subconcessionaires, if any, must adhere to the Pricing Policy, and provide the following forms in relation to its pricing and product offerings.

Price Submission Documents:

1. Comparable Facilities Submittal Form (in Microsoft Word), example attached.
2. Concession Price List Worksheet (in Microsoft Excel), example attached.

### **B. Comparable Facilities**

#### Existing Concepts and Brands

If the Concessionaire has one (1) or more locations or franchises bearing the same name within the Omaha MSA, or there are other outlets bearing the same name in the Omaha MSA owned by a separate party, those locations should be designated as and defined as “Comparable Facilities”. If there are outlets bearing the same name outside of the Omaha MSA, those locations should be designated as and defined as “Comparable Facilities,” however, pricing adjustments may be required, at the sole discretion of the Authority, to ensure prices charged at the Airport location reflect prices that are comparable for like items in the Omaha MSA. Any variations in product selection from the Comparable Facilities will require Authority review and approval. Note that modifications to a brand name, such as adding the word “express” or “OMA” will not change this requirement.

## New Concepts

If there are no Comparable Facilities in the Omaha MSA, or in the surrounding geographic area, Concessionaire will propose a minimum of three (3) stores or restaurants in the Omaha MSA similar in concept, size, ambience, quality, and with similar product selections, to Authority for approval to be identified as Comparable Facilities and used for pricing comparison purposes. If specific products/brands offered in a concession location are considered unique one-of-a-kind product(s), or are not found locally for pricing comparison purposes, alternative similar products in the Omaha MSA may be used for pricing comparison at the sole discretion of the Authority.

## Additional Considerations

If a Comparable Facility ceases to exist or the Authority determines that one or more Comparable Facilities no longer comply with the Authority's Pricing Policy, the Concessionaire will, within ten (10) business days, provide alternative locations for pricing comparison purposes to the Authority for approval. Until the Authority approves the replacement Comparable Facilities for product selection and pricing comparisons, no price increases will be approved.

Venues specifically excluded from consideration as comparable for pricing include locations in resort communities, entertainment or sports venues, other transportation terminals, amusement parks, zoos, and hospitality venues.

The prices for newspapers, books, and periodicals that have a publisher's suggested retail price in U.S. dollars printed on the outside of the item do not need to be verified through the comparable pricing process. Concessionaires must charge the publisher's suggested retail price as marked.

### **C. Initial Pricing**

At least sixty days prior to opening any location for business (interim or permanent), Concessionaire must submit to the Authority for approval a list of at least three Comparable Facilities located in the Omaha MSA or other location, as stipulated above, which Concessionaire will use to compare the proposed Airport prices for each item and/or service to be sold. Once approved, these Comparable Facilities will be used as a basis for price comparisons for equivalent items.

Within ten (10) days of Authority approval of the Comparable Facilities, the Concessionaire shall use the Concession Price List Worksheet to submit to the Authority a list of: (i) all menu items, products and/or services to be offered from Concessionaire's location, (ii) the price that Concessionaire proposes to charge for each item, product, or service, and (iii) the equivalent item, product, or service and its price from the Comparable Facility location(s) on which Concessionaire relied to establish the price to be charged at the Airport.

This list of menu items, products, and/or services shall specifically be subject to the Authority's review and approval. The Authority's failure to approve or object to the price proposed for a particular item at the time the list is originally submitted shall not prevent the Authority from later approving a price or objecting to a price that it reasonably determines does not comply with this Pricing Policy.

**D. Pricing Adjustments**

Changes to approved prices, with the exception of promotions, may not be requested more than quarterly; all requested changes must be supported by the then-current prices charged by the approved Comparable Facilities. The Authority may, but shall not be required to, approve price increases or decreases at times other than as specified when such approval is requested by Concessionaire for extenuating circumstances. A list of the proposed price changes shall be submitted in writing to the Authority on a Concession Price List Worksheet with all required documentation. The Authority may reject any or all of the proposed changes by written notice to Concessionaire if the Authority determines that the proposed changes are inconsistent with this Pricing Policy. Failure to comply with the provisions of this Pricing Policy shall be a material breach of the Lease Agreement.

The Concessionaire must obtain the Authority’s written authorization prior to adjusting prices in their locations throughout the term of the Lease Agreement.

**E. Price Reporting**

Concessionaire must submit a semi-annual Pricing Report by the end of January and July each year that provides evidence of its ongoing compliance with this Pricing Policy. The semi-annual Pricing Report must include a price comparison for each concession location operated by the Concessionaire. The semi-annual Pricing Report must contain price information for the top items sold based on total sales and the top items sold by quantity as listed in Table 1.

**Table 1. Semi-Annual Pricing Report Requirements**

Type of Concession	Items for Annual Price Comparison
Specialty Retail	Top 25 products sold by sales Top 25 products sold by quantity
Convenience Retail	All of the following based on number of items sold by product category: Top 10 newspapers/magazines/books sold Top 10 gifts/souvenirs/toys sold Top 10 packaged snacks/candy sold Top 5 health and beauty aids sold Top 5 travel/business accessories sold
Food Service	All of the following based on number of items sold by category: Top 25 food items sold Top 5 non-alcoholic beverages sold Top 10 alcoholic beverages sold (if applicable)

Concessionaire shall submit the semi-annual Pricing Report to the Authority by January 31 and July 31 of each calendar year. The Authority will generally perform price checks within 30 days of the report due date.

**F. Pricing Review**

At any time during the Term of the Lease Agreement, the Authority may perform periodic price reviews at its discretion by either Authority employees or third parties (e.g., consultants or secret shoppers). In addition, the Authority may require Concessionaire to submit a comprehensive Pricing Report as detailed in Table 1 at any time on ten (10) days’ written notice, and Concessionaire agrees to submit such report to the Authority.

### **G. Pricing Audits**

At any time during the Term of the Lease Agreement, the Authority reserves the right to audit Concessionaire's menu offerings, product selection, and pricing, as needed. Such audits may be performed by Authority staff or by an outside agency as determined by the Authority.

### **H. Corrective Action**

In the event it is determined by the Authority that Concessionaire is not in compliance with this Pricing Policy, the Authority shall give Concessionaire written notice thereof and Concessionaire shall make timely corrections. If Concessionaire does not make appropriate adjustments to comply with this Pricing Policy within three (3) days of such notice, the Authority may require Concessionaire to remove the products and services that are not in compliance; additional liquidated damages and/or sanctions may be assessed.

If Concessionaire is found by the Authority to have charged prices that are not in compliance with this Pricing Policy more than twice in a three-month time period, the Authority shall have the right to any and all remedies available to it, including sanctions and default, and the Lease Agreement shall be subject to termination.

### **I. Posting Prices**

The Authority-approved prices and charges for all items sold or offered from the concession shall be conspicuously displayed in a manner approved by the Authority. In no event shall the price charged exceed the Concessionaire's advertised price, digital price, or the price marked on the item being sold.

### **J. Pricing Promotions**

If the Concessionaire operates a national, regional, or local brand, and this national, regional, or local brand is promoting a "special" product or price promotion that is advertised through audio, video, or print media in the Omaha MSA, then the Concessionaire shall offer that promotional product or price at the location at the Airport during the same promotional period. If the Concessionaire operates under a national, regional, or local brand and offers a "value menu" (or other such similar program that promotes a combination of items at a reduced price), the Concessionaire shall offer a similar promotion at the Airport. Concessionaire shall notify the Authority in advance that they will be implementing such promotions. Notwithstanding the foregoing, the Concessionaire may request written approval from the Authority to "opt-out" of a national, regional, or local promotion if it believes in good faith that participation in the promotion is not economically feasible due to certain required equipment or facilities not being available without a further investment by the Concessionaire, which is not required by the Lease Agreement. The Authority will determine, in its sole discretion, whether to allow the Concessionaire to opt-out, and Concessionaire agrees to be bound by the decision made by the Authority.



