



# Advertising Concession at Eppley Airfield Request for Proposals

## Addendum No. 4

November 21, 2025

The following changes, additions, and/or clarifications to the Request for Proposals (RFP) for an Advertising Concession at Eppley Airfield dated October 9, 2025 issued by the Omaha Airport Authority (“Authority” or “OAA”) are considered as Addendum No. 4, and are hereby made a part of the RFP documents. All Proposers are required to base their Proposal upon the information furnished in the RFP documents, including Addendum No. 1, Addendum No. 2, Addendum No. 3, and this Addendum No. 4; and as required in the draft Lease Agreement. Proposers are required to acknowledge Addendum No. 4 in their Proposals. Failure to acknowledge any addendum on the Addenda Acknowledgment Form included as Appendix F of the RFP may result in the Proposal being declared non-responsive.

### Amendments

1. **Section 19.1, Performance** of the draft Lease Agreement is hereby amended as follows:

**19.1 Performance.** In the event that Concessionaire either (a) experiences a decrease in its Gross Receipts per Passenger of more than twenty percent (20%) for the ~~Leased Premises~~ **Assigned Locations** for two (2) quarters in any twelve (12)-month period, ~~(b)~~ or (b) experiences a decline in Gross Receipts for the ~~Leased Premises~~ **Assigned Locations** for two (2) consecutive years without a corresponding decrease in the number of Passengers for the same two-year period, the Authority may initiate a discussion with Concessionaire about termination of this Lease Agreement. If the parties mutually agree, then a termination agreement shall be executed under which the Authority shall agree to remarket the space and the Concessionaire shall agree to terminate the Lease Agreement and vacate the space if and when a new tenant Lease Agreement for the space is executed and the new tenant design for the space is approved by the Authority.

2. **Section 19.7, Cost of Eligible Improvements** of the draft Lease Agreement is hereby amended as follows:

**19.7 Cost of Eligible Improvements.** The “Costs of Eligible Improvements” shall mean and refer to the direct costs expended by Concessionaire for any Eligible Improvements. The Costs of Eligible Improvements shall not, however, include any of the Excluded Costs. The Costs of Eligible Improvements shall be determined from the information timely submitted by Concessionaire pursuant to Section **Error! Reference source not found.** or any Authority consent, which information is subject to verification by the Authority. “Excluded Costs” shall mean the (i) financing costs; (ii) interest; (iii) inventory; (iv) costs of design and fabrication of Advertising Displays charged to Advertisers; (v) office equipment and furnishings; (vi) pre-opening expenses; (vi) intra-Concessionaire charges related to design or construction; (viii) professional fees and costs related to design and engineering of Eligible Improvements **charged to advertisers** and construction management or installation costs for the Eligible Improvements **charged to advertisers**; and (viii) professional fees and costs related to the design and engineering of Advertising Displays or other Leasehold Improvements for the Midterm Refurbishment **charged to advertisers** and construction management or installation of Advertising Displays or other Leasehold Improvements for the Midterm Refurbishment **charged to advertisers**.

3. **Section 1.26.1.1**, of the draft Lease Agreement is hereby amended to add Section 1.26.1.1.4 as follows:

**1.26.1.1.4** Actual direct, third-party costs paid, if any, by Advertisers for the installation and removal of advertisements for Advertisers. Such costs must be documented in the Advertising

Contract, not be charged by an affiliate of Concessionaire, and not include a mark-up by the Concessionaire.

4. **Section 4.1.4** of the draft Lease Agreement is hereby amended to read as follows:

Third Calendar Year through Last Calendar Year. For the third Calendar Year and each subsequent year during the Term of this Lease Agreement, the Minimum Annual Guarantee for the applicable year will be equal to the higher of (1) ~~the previous Calendar Year's Minimum Annual Guarantee; or (2) Eighty-five percent (85%) of the total Percentage Rent and MAG, as applicable, due and payable by the Concessionaire during the previous Calendar Year, or (2) the Minimum Annual Guarantee set by the Authority for the Leased Premises included in this Lease Agreement equal to Five Hundred Seventy-Five Thousand Dollars (\$575,000), which amount shall never be lower than the Second Calendar Year MAG.~~ In each year subsequent to the Second Calendar Year during the Term of this Lease Agreement, the rental payment shall be the greater of Concessionaire's Minimum Annual Guarantee ("MAG") or Percentage Rent based on the Percentage Fees listed in Table 4.1.

5. The first sentence of **Section 5.3, Additional Locations**, of the draft Lease Agreement is hereby amended to read as follows:

Additional Locations. Concessionaire may at any time request that the Chief Financial Officer approve an additional advertising display **or Sponsorship** location at the Airport ("Additional Location").

The following definition will be added to **Article 1, Definitions**.

Sponsorship. "Sponsorship" shall mean a schedule of payments or provision of resources by an Advertiser in exchange for a defined number and type of sponsor mentions or exclusive promotional benefits for such Advertiser beyond the typical advertising locations for a specified period of time within, through, upon or with respect to one or more Additional Locations.

6. **Section 5.12, Advertising Rates**, of the draft Lease Agreement is hereby amended to read as follows:

Advertising Rates. A schedule of advertising rates for Assigned Locations and Additional Locations shall be submitted to the Authority for approval at least thirty (30) days prior to the Commencement Date and will be modified by the Concessionaire thereafter only with the written approval of the Authority. Notwithstanding this requirement, Concessionaire shall have the right to negotiate alternative value rates for advertisers based on volume, length of contract, or other key factors that warrant a reasonable **increase or** discount, while continuing to maintain the goal of maximizing sales.

7. The Midterm Refurbishment requirement and date in **Section 3.4.B, Capital Investment and Development**, of the RFP is further amended as *follows (this amendment supersedes the amendment in Addendum No. 2 of this RFP)*:

A minimum of ~~fifteen~~ **ten** percent (~~15.0%~~) (**10.0%**) of the Initial Investment Amount shall be invested in the Assigned Locations as the Midterm Reinvestment for **Midterm Refurbishments no later than the end of the sixth calendar year after the Commencement Date**. Midterm Refurbishments shall be completed in accordance with the Tenant Design Guidelines and include without limitation all refinishing, repairing, repainting, and replacing of displays necessary to keep the Leased Premises in an “Opening Day” condition. Selected Proposer shall submit a plan and a schedule for the Midterm Refurbishment to the Authority for review and approval no later than December 31, 2031.

These revisions will be reflected in the final Lease Agreement.

#### **Clarifications/RFP Responses to Written Questions**

The following written questions were submitted by RFP document holders to the Authority on or before November 17, 2025. Proposers should carefully review all such questions and Authority responses.

#### **Received November 17, 2025**

1. **Section (§4.1.4): Minimum Annual Guarantee Adjustment Calculation (page 10)**

Please consider reducing the annual MAG calculation to eighty percent (80%) of the prior year’s payments to allow for greater flexibility and to better reflect potential fluctuations in market conditions and airport activity levels, particularly in the early years of the program.

As currently written, the clause states:

“For the third Calendar Year and each subsequent year during the Term of this Lease Agreement, the Minimum Annual Guarantee for the applicable year will be equal to the higher of (1) the previous Calendar Year’s Minimum Annual Guarantee; or (2) eighty-five percent (85%) of the total Percentage Rent and MAG, as applicable, due and payable by the Concessionaire during the previous Calendar Year.”

***Response:** The Authority intends to maintain the eighty-five percent (85%) MAG adjustment, which provides for reasonable flexibility. Please also refer to the response to Question 11.*

2. **Section (§4.1.9): Monthly Accounting Statement/Percentage Rent Due (page 11)**

Please consider a revision to this section to move the required submittal date for the Monthly Accounting Statement and Percentage Rent payment from the 12th to the 20th of each month. This adjustment would allow adequate time for the completion of internal accounting processes and reconciliation of financial data prior to submittal.

*Response: The Authority is willing to extend the due date for the Monthly Accounting Statement to the 15<sup>th</sup> day of the month.*

**3. Section (§4.3) Performance Guarantee (page 14)**

Please consider allowing for the prepayment of the Minimum Annual Guarantee (MAG) in lieu of providing a Performance Guarantee. Permitting the prepayment of the MAG as an alternative form of security would provide the Authority with the same level of financial assurance while reducing administrative burden and associated costs for both parties.

*Response: As stated in Section 4.3 of the draft Lease Agreement, the Performance Guarantee secures Concessionaire's full and faithful performance and observance of all of Concessionaire's obligations under the Lease Agreement and under any other written agreement between Concessionaire and the Authority specifically referring to this Performance Guarantee; it is not just a rent guarantee. As such, the Authority is not able to make this adjustment.*

**4. Section (§4.4.1) Annual Certified Statement (page 15)**

We respectfully request that the due date for the Annual Certified Statement be moved from January 31 to March 31. As a publicly traded corporation, our annual audit occurs during January and February each year, which makes it difficult to complete the required certifications or audited statements within that time frame. The earliest date by which we prefer to provide the Annual Certified Statement is March 31.

*Response: Section 4.4.1 of the draft Lease Agreement already provides for reconciliation of the annual statement until March 31. The Authority will retain the requirement for an annual statement compiling the monthly Gross Receipts, etc. as stated in Section 4.4.1, but will not require that this annual statement be certified until March 31.*

**5. Section (§5.8): Prior Approval of Advertising Content (page 19)**

Please consider reducing the Authority's review period from ten (10) business days to five (5) business days for the approval or disapproval of proposed advertising content.

With the use of digital displays, there are increased opportunities for short-term, time-sensitive, and event-based campaigns. A reduced review period would help ensure that the concession program remains responsive to advertisers' needs and maximizes potential revenue opportunities.

*Response: The Authority will reduce the advertising content review period to five (5) business days and make every effort to grant approvals as quickly as possible, recognizing the dynamic nature of advertising. As stated in Section 5.8, the CFO may require additional time for review on occasion.*

**6. Section (§19.1): Performance (page 49)**

Please consider modifying the section to include the following additional conditions:

*“(A) a corresponding decrease in the number of Passengers for the same two-year period, or (B) the loss of advertising related to event or short-term campaigns utilizing Assigned Locations available for use only at the discretion of the CFO.”*

This clarification would acknowledge that fluctuations in revenue may occur due to factors outside the Concessionaire’s control, such as limited access to Assigned Locations or temporary loss of inventory used for event-based or short-term campaigns, rather than a reflection of overall program performance.

*Response: Please see the revised text for **Section 19.1** in the Amendment section of this Addendum No. 4.*

**7. Section (§19.7) Cost of Eligible Improvements (page 51)**

Please confirm that engineering and installation costs associated with the design, fabrication, and installation of Advertising Displays may be included in the calculation of the “Costs of Eligible Improvements.”

As stated, the “Initial Investment Amount” (§1.28 on page 5) represents the total dollar amount to be invested by the Concessionaire prior to the Date of Beneficial Occupancy in the design, fabrication, and installation of Advertising Displays.

*Response: Please see the revised text for **Section 19.7** in the Amendment section of this Addendum No. 4.*

- 8. Section 1.2.6:** Will the Authority please supplement the exclusions to Gross Receipts with the following which are standard in the industry: (i) standard commissions paid by Concessionaire to a recognized advertising agency or other unaffiliated third party (capped at 15%); (ii) reimbursements made to Concessionaire for actual, out-of-pocket costs associated with credit card transactions and data services; and (iv) amounts deemed uncollectible after prudent collections efforts

*Response: The Authority will provide an exclusion from Gross Receipts for commission paid by Concessionaire or reflected in a reduction in the cost of the advertisement paid by an advertising agency or other unaffiliated third-party up to ten percent (10%) of the cost of an advertisement. Each commission shall be documented in a statement from the advertising agency or unaffiliated third-party showing the payment reduction or by a copy of a payment to an advertising agency or affiliated third-party identifying the commission payment.*

- 9. Section 1.26.1.1.2:** Please add “installation and removal” costs to the exclusion of Gross Receipts. These are direct pass-through costs consistent with the exclusion for the design and fabrication that the Authority has included in this exclusion from Gross Receipts.

*Response: Please see the additional text for **Section 1.26.1.1** in the Amendment section of this Addendum No. 4.*

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10. **Section 4:** Please consider excluding non-recurring event-based revenue (for example, one-time conferences or athletic type events that generate non-recurring revenue) from percentage calculation for the recalculation of MAG for a subsequent year. This will allow Proposer and Authority to share in these successful initiatives, but would not penalize Concessionaire for such successes in the following year when the MAG escalates to a percentage of the prior years' payment.

*Response: Please refer to the response to Question 11 stating an adjustment to the MAG calculation.*

11. **Section 4.1.4:** Would the authority adjust the annual MAG calculation, stated in section 4.1.4 from "the Minimum Annual Guarantee for the applicable year will be equal to the higher of (1) the previous Calendar Year's Minimum Annual Guarantee; or (2) Eighty-five percent (85%) of the total Percentage Rent and MAG" to "the Minimum Annual Guarantee for the applicable year will be equal to the higher of (1) The Floor MAG of Five Hundred Seventy-Five Thousand Dollars (\$575,000); or (2) Eighty-five percent (85%) of the total Percentage Rent and MAG"

*Response: Please refer to the modified text for Section 4.1.4 in the Amendment section of this Addendum No. 4.*

12. **Section 5.1:** Will the Authority clarify that although the agreement is non-exclusive by nature, the rights to the Assigned Locations and Additional Locations (if/when granted) will be exclusive to the Concessionaire?

*Response: Please refer to the response to Question 6 in Addendum No. 2.*

13. **Section 5.1:** Will the Authority include sponsorship rights in the definition of Services in Section 5.1?

*Response: Please refer to the modified text for the first sentence in Section 5.3 and a definition for Sponsorship to be added to Article 1, Definitions, in the Amendment section of this Addendum No. 4.*

14. **Section 5.4:** In Section 5.4, would the Authority please update this section to include a reimbursement to Concessionaire of the undepreciated capital if a new location of equal exposure is not agreed upon?

*Response: Please refer to Section 19.2 of the draft Lease Agreement.*

15. **Section 5.8:** Section 5.8 of the draft Concession Lease Agreement provides for ten (10) business days to approve or disapprove advertising content. In the fast-paced world of advertising, advertisers pay premium rates and require fast content approval timelines, particularly for digital assets. To ensure that the Authority's advertising program is optimally marketable and meets the speed and flexibility of current market demand, Proposer requests that the content approval timeline is the industry standard of three (3) days for digital and (5) days for printed graphics, exhibits, experiential and sponsorships.

*Response: Please refer to the response to Question 5 of this Addendum No. 4.*

16. **Section 5.12:** Section 5.12 requires Concessionaire to secure written Authority approval prior to modifying advertising rates. To maximize revenue in advertising, Concession rate pricing must be dynamic, fluid and most maximized when set by the free market. Accordingly, Proposer requests the removal of any obligation to have the Authority approval for changes to rates.

*Response: Please refer to the modified text for **Section 5.12** in the Amendment section of this Addendum No. 4.*

17. **Section 5.16:** Proposer is not clear as to whether this Marketing Program is appropriate for the advertising concessionaire and believes that this may be more specific to traditional food and beverage concessionaires. Proposer requests deletion of this section.

*Response: Contributions to a Marketing Program that may be established by the Authority in the future will pertain to the Advertising Concessionaire as stated in **Section 5.16** of the draft Lease Agreement.*

18. **Section 6.2:** Can the Authority confirm that third party advertising would not be considered specific to a Tenant Airline Function for purposes of this Section?

*Response: Third-party advertising would generally not be considered related to an airline's specific operations and functions at the Airport. However, certain third-party related advertisements, such as an advertisement related to an airline's co-branded credit card may be allowed in the airline's leased space in the Terminal.*

19. **Section 9.2.1:** Proposer is committed to installing the Leasehold Improvements and Midterm Improvements in a timely manner and in accordance with the timelines established by the Authority. We also know that sometimes there are delays in construction for things that are outside of Proposer's control, including potentially delays that may be the result of the Authority's activities/approvals/related timelines. Proposer requests that in the event of a delay in installation that is outside of Proposer's control, the commencement of MAG and the penalties assessed in the Concession Lease in Sections 9.2.1 and 9.2.2 will be delayed proportionately.

*Response: As stated in **Section 9.2.1** of the draft Lease Agreement, "the Build-Out Deadline for an Assigned Location may be extended to the extent of such other delays directly caused by the Authority and/or Force Majeure Events beyond the control of Concessionaire as set forth in Article 31."*

20. **Section 9.2.2:** The useful life of the LED's that Proposer intends to install are 7 years and Proposer wishes to utilize the full useful life of the asset, consistent with the Authority's commitment to sustainability, and not create waste. Accordingly, Proposer requests reasonable changes to the Midterm Investment from requiring this to be completed by the end of year 6 and instead being required by the end of year 8. If the Authority will not agree to this change in deadline, Proposer respectfully requests that the amount to be included in the Midterm Investment be reduced to 10%. If the Authority is agreeable to the change in timing of the Midterm Investment to year 8, Proposer does not request a change to the 15% requirement.



*Response: Please refer to the modified text for **Section 3.4.B, Capital Investment and Development, of the RFP** in the Amendment section of this Addendum No. 4.*

21. **Section 9.4:** Sections 9.4 and 18.1 address the Authority's ability to retain Advertising Displays at the expiration or termination of the Lease. Due to proprietary technology contained in Proposer's digital media players which are linked to all digital assets, Proposer will need to retain the right to remove its digital media players. Additionally, as there is potential for considerable capital investment the final years of the agreement, if the Authority wishes to assume ownership the improvements which will continue to have useful life after the installation, Proposer is requesting that the Authority compensate Concessionaire for any remaining undepreciated capital at the time of transition and transfer of assets to the Authority.

*Response: The final Lease Agreement with the Selected Proposer will be modified to allow the Concessionaire to remove proprietary digital displays and equipment (in accordance with all removal and repair requirements stated in the Lease Agreement) or provide an agreement to pay the Net Book Value of Leasehold Improvements of such digital displays in accordance with the defined terms and calculations related to Net Book Value of Leasehold Improvements in the Lease Agreement.*

22. **Section 9.5:** Will the Authority consider allowing 15% of the initial proposed investment toward Proposer's project management costs?

*Response: Please see Amendment No. 2 of this Addendum No. 4. Professional project management costs should be specially identified in the capital investment form and will be evaluated in conjunction with the capital investment and design portion of the proposal.*

23. **Section 10.2:** Please delete the requirement to include a backup internet service.

*Response: No, a backup internet connection is required to ensure the digital advertising displays are not impacted by potential outages.*

24. **Section 12.3.2:** Proposer does not have a fidelity bond, but instead has a crime policy in force which includes coverage that is adequate. Proposer requests the Authority to accept such policy in lieu of a fidelity bond.

*Response: The Authority is under no obligation to accept a crime policy in lieu of a fidelity bond, but will review the Selected Proposer's policy and consider this based on the specific circumstances during final Lease Agreement preparation. If a crime policy is accepted, the Selected Proposer must comply with **Section 16.6, Additional Insured; Separation of Insured**, with respect to this policy.*

25. **Section 16 (Indemnification):** Proposer requests indemnification section modifications that narrow the scope of Concessionaire's indemnification obligations to Concessionaire and its operations at the Airport. In the event that Proposer is selected as the successful Proposer, it will provide additional comments to reflect the foregoing, including modifications to the negligence qualifiers throughout this Section from "sole gross negligence" to "ordinary negligence", revisions to Section 16.2.1 to include normal and customary airport operations and exclude negligent conduct and revisions to Section 16.3(c) to limit to Concessionaire's conduct. Additionally, in the event of an



impact to Concessionaires operations related to this Section 16, Concessionaire will require an abatement or reduction in fees due to the Authority.

***Response:** Concessionaire should make its proposal to the Authority based on **Section 16 of the Lease Agreement** as currently drafted. During final negotiations, the Authority will consider minor edits to **Section 16** but is under no obligation to make changes.*

26. **Section 16 (Insurance):** Proposer is a part of a global organization that maintains insurance policies that cover numerous operating entities. In the event that we are selected as the successful Proponent, we will request non-material modifications to the Insurance section applicable to doing business with a global organization. (For example, Section 16.5, remove requirement of providing policies of insurance and replace with providing certificates of insurance, delete Section 16.8.1 and 16.9.6.

***Response:** The Authority is willing to review **Article 16, Indemnity and Insurance Requirements**, with the Selected Proposer. **Section 16.5** is unlikely to be revised, as it requires the submission of certificates of insurance, with copies of policies provided only upon request.*

27. **Section 17:** Please insert a new Section 17.1.4 to provide for a termination by Concessionaire of a material default by the Authority, which is not cured within 30 days (or such additional time as may be reasonable in the circumstance provided the Authority has commenced cure prior to the 30 days and is reasonably pursuing to completion) from written notice by Concessionaire.

***Response:** This change cannot be made.*

28. **Section 22:** Will the Authority consider adding that the Authority will not unreasonably withhold consent to an assignment, subcontract, or sublet to an affiliate, subsidiary, parent of Concessionaire or to an entity acquiring all or substantially all of Concessionaire's assets so long as such assignee has a financial position at least as strong as Concessionaire?

***Response:** No.*

29. **Section 23.1:** Please add language to this Section to allow Concessionaire to challenge the assessment of any taxes associated with the concession Lease Agreement.

***Response:** The Authority is not authorized under state law to assess taxes. As stated in **Section 23.1**, the Concessionaire is responsible for all licenses and fees. To the extent there are future taxes non-uniformly assessed that impact the Concessionaire, the Concessionaire can request Authority approval to challenge such taxes.*

30. **Section 35.6:** Can the Authority elaborate on what types of expenditures would be considered major and what types of items could trigger this Section 35.6? Please provide for mutual negotiation in this circumstance.

***Response:** Any renegotiation in the event of this occurrence would be mutual.*

31. **Additional Provision:** Proposer requests Monthly Rent and percentage adjustment in the event of a significant air service / passenger decline at Airport. Proposer's revenue projections are based on current and currently available industry forecasts. Our program design, capital investment, pricing, and revenue potential is directly linked to sustained passenger levels at Airport.

*Response: The Authority will amend the final Lease Agreement to include a provision for an extraordinary reduction in Passengers similar to the following:*

*In the event that the total number of Passengers for any calendar year decreases by more than twenty percent (20%) from the prior calendar year, then the Minimum Annual Guarantee due for the next calendar year shall automatically be adjusted downward by the percentage decrease in the number of Passengers for the prior calendar year. The calculation of Passengers shall be determined solely by the Authority and will include the entire Terminal.*

32. **Various Sections (Removal/Relocation/Deletion):** Any Proposer's financial offer will be based on certain assumptions, including inventory identified on Exhibit A. Financial returns to the Airport and related expectations as well as Capex grow with inventory. Therefore, the Authority should endeavor to use best efforts to find a replacement of a commercially comparable location(s) for any proposed elimination, modification or relocation of Assigned Locations. As the Authority is aware, these relocations can be very expensive. The concept of removal/relocation/deletion is handled throughout the Concession Lease in various sections and for various triggering events, but in any case Proposer respectfully requests fair dealings when a relocation/elimination/removal is required due to no fault of Concessionaire and unanticipated relocation expenses should be borne by Authority and offset against future Monthly Rental Payments, including both Monthly Rent and Percentage Rent. Also, if locations/assets are absolutely unable to be relocated to a commercially comparable location and must be deleted in their entirety, any undepreciated capex should be reimbursed to Concessionaire by the Authority. (See, for example, Sections 5.4, 5.5, 9.1, 9.6.1, 17.2.2, 18 19.2, 35.7)

*Response: Please refer to the response to Question 14 of this Addendum No. 4. The Authority intends to establish a positive and fair working relationship with the Selected Proposer.*

33. **Various Sections (Default/Termination):** Concessionaire will be making a significant investment into the advertising program at the Airport. As such, we request that termination of the Lease Agreement be a last resort and only be considered in the event of a material default in Concessionaire's obligations under the Lease Agreement, subject to appropriate cure provisions. Regarding Concessionaire's ability to cure through the Lease Agreement, we request that the cure periods be amended to provide for at least 30 days and that the Authority would definitively provide for additional time as may be reasonably necessary to cure if Concessionaire is diligently pursuing the cure to completion prior to a termination right being triggered. (See, for example, Sections 5.14.1 (turnover rates are not material defaults if Concessionaire provides qualified, competent workforce), 11.2.3, 17.2, 17.2.1, 19, 28)

*Response: The Authority intends to establish a positive and fair working relationship with the Selected Proposer.*

34. **Various Sections (Reasonableness Qualifier):** Concessionaire has conducted itself as a good airport partner for many years. As such, we would appreciate it if the airport would include adding qualifiers throughout the agreement where appropriate to confirm that we will work together "reasonably" and with appropriate notice. (See, for example, Sections 4.2 (reasonably change the form and information required, with notice), 4.4.2 (notice of non-receipt of rental payment and ability to cure prior to daily penalty/interest); 5.9 (reasonable discretion for determining inappropriate content for restricted advertising); 6.1 (sustainability requirements - as may be reasonably modified)/ 6.3 (reasonable in making a determination re: conflicts with other concessionaires); and 11.2.4 (routine refurbishment determination - request to add reasonable to the sole discretion), 19.2, 35.7).concessionaires); and 11.2.4 (routine refurbishment determination - request to add reasonable to the sole discretion).

*Response: The Authority intends to establish a positive and fair working relationship with the Selected Proposer.*

35. **Question:** If selected as the successful proposer, Concessionaire requests the right to make additional minor comments or clarifications to the form of Concession Lease Agreement.

*Response: The Authority may consider minor, immaterial, reasonable adjustments to the draft Lease Agreement with the Selected Proposer.*

36. **Question:** Proposer will be submitting financial information from its parent company, which is an established entity, and will provide documentation authorizing proposer to enter into and sign the Lease Agreement. Proposer respectfully requests that the Proposing Entity be the sole signatory on Page 67 of the Draft Lease Agreement and request confirmation from the authority that a resolution from the parent company is not required to be submitted at the Proposal Stage.

*Response: Proposer may sign the Lease Agreement. As noted in Article 40 of the draft Lease Agreement, a guaranty or other form of security may be required from a guarantor acceptable to the Authority. No resolution from the parent company is required for the Proposal.*

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**This Addendum No. 4 shall be effective as of November 21, 2025**