RETAIL KIOSK LEASE AGREEMENT
BETWEEN
METROPOLITAN AIRPORTS COMMISSION
AND
COMPANY, INC.

Minneapolis-St. Paul International Airport

MONTH 2009
Minneapolis-St. Paul International Airport  
Lease Summary

<table>
<thead>
<tr>
<th>Type of Agreement</th>
<th>Concession Agreement</th>
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<tr>
<td>Tenant</td>
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<tr>
<td>Representative</td>
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<td>FAX</td>
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<td>E-Mail</td>
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<td>Tenant Notice Address</td>
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<tr>
<td>MAC Representative</td>
<td>Becky Zwart</td>
</tr>
<tr>
<td>Phone</td>
<td>612-726-8197</td>
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<tr>
<td>FAX</td>
<td>612-970-9600</td>
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<tr>
<td>E-mail</td>
<td><a href="mailto:becky.zwart@mspmac.org">becky.zwart@mspmac.org</a></td>
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<tr>
<td>MAC Notice Address</td>
<td>Attn: Comm. Mgmt. &amp; Airline Affairs 6040 28th Avenue South Minneapolis, MN 55450</td>
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<tr>
<td>Effective Date</td>
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<td>Term</td>
<td>Two (2) Years</td>
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<td>Expiration</td>
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<tr>
<td>Leased Premises</td>
<td>Per Exhibit A</td>
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<tr>
<td>Rent</td>
<td>MMG $1,000.00 / percentage rent per Section 5</td>
</tr>
<tr>
<td>Reporting Requirements</td>
<td>15th of each month/per agreement</td>
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<tr>
<td>Taxes</td>
<td>See Section 8.A.</td>
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<tr>
<td>Utilities</td>
<td>$50/month</td>
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<tr>
<td>Maintenance</td>
<td>Lessee</td>
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<tr>
<td>Authorized Use(s)</td>
<td>Retail Kiosk (per Section 2)</td>
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<tr>
<td>Minimum Insurance</td>
<td>$1,000,000 general liability</td>
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</table>

Note: This Lease Summary is presented as a reference of the Lease information at the time of execution. If there is a discrepancy between the information contained in this Lease Summary and the requirements contained in the remainder of this Lease, the requirements as stated in the remainder of this Lease will be applied.
# Table of Contents

1. Term ...................................................................................................................... 4
2. Authorized Use ............................................................................................................. 4
3. Leased Premises............................................................................................................ 5
4. Retail Kiosk Features ...................................................................................................... 5
5. Rent and Fees .............................................................................................................. 5
6. Interest and Late Fees ..................................................................................................... 7
7. Operation of the Concession.............................................................................................. 7
8. Operating Expenses ......................................................................................................... 8
9. Street Pricing ................................................................................................................ 9
10. Installation and Maintenance ........................................................................................... 10
11. Damage to or Destruction of Leased Premises ................................................................ 11
12. Relocation ................................................................................................................ 12
13. Redelivery ................................................................................................................ 12
14. Advertising Signage, and Appearance ............................................................................. 14
15. Statements, Books, and Records ..................................................................................... 14
16. Indemnification ........................................................................................................... 16
17. General Liability Insurance .......................................................................................... 17
18. Workers’ Compensation and Employee Liability Insurance .............................................. 17
19. Property Insurance ........................................................................................................ 17
20. Disadvantaged Business Enterprises (“DBE”) ................................................................. 17
21. Default ................................................................................................................ 18
22. Liquidated Damages ...................................................................................................... 19
23. Affirmative Action ....................................................................................................... 20
24. Security ................................................................................................................ 21
25. General Provisions ....................................................................................................... 21

A. Sublease or Assignment
B. Attorney’s Fees
C. Waiver
D. Relationship to Parties
E. Headings
F. Severability
G. Condemnation
H. Compliance with All Laws
I. Minnesota Law
J. Parking
K. Notice

**EXHIBITS:**

- Exhibit A – Locations
- Exhibit B – Operation and Return Policy
- Exhibit C – Estimated Sales
- Exhibit D – Quality Assurance Audits

Company, Inc. Retail Kiosk Concession Agreement

Page 3 of 20

Minneapolis – St. Paul International Airport
COMPANY, INC.
RETAIL KIOSK CONCESSION AGREEMENT

This Agreement made the _____ day of ____________, 2009, between the Metropolitan Airports Commission (“MAC”), a public corporation of the State of Minnesota, and ________________________, a ________________ corporation (“Lessee”).

WHEREAS, MAC owns and operates the Minneapolis-St. Paul International Airport (“MSP” or “Airport”); and

WHEREAS, MAC has made available to qualified retail operators a number of retail kiosks to sell appropriate retail merchandise (the “Retail Kiosk Program”);

WHEREAS, Lessee is interested in leasing/operating one or more retail kiosks in the Retail Kiosk Program to merchandise its product lines in the same manner as is typical in malls and airports; and

WHEREAS, MAC has designated a retail kiosk and associated space in the Lindbergh Terminal (“Terminal Building”) for the operation of Lessee’s retail business;

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants set forth, the parties hereby agree as follows:

1. **TERM**
   A. **Term**

   The term shall be two (2) years commencing on ________________, 2009, the date the retail kiosk is initially delivered to Lessee (“Rent Start Date”). Upon the Agreement of the parties, signed and in writing, this agreement may be extended by a period of one (1) additional year. Any holding over will create a month-to-month tenancy.

   B. **Performance Criteria**

   Lessee’s report of Estimated Sales is attached hereto as Exhibit C. Lessee shall update annually, prior to the anniversary of the Rent Start Date, Exhibit C. Lessee shall further update Estimated Sales if requested by MAC at any time. Lessee understands that many factors may impact the performance of this concession, including factors under MAC’s control. Nevertheless, Lessee agrees that, notwithstanding the provisions of Section 1.A., upon the occurrence of any of the following, MAC may, in its sole discretion, terminate this Agreement after sixty (60) days advance written notice to Lessee:

   1. Lessee fails to meet Estimated Sales for any three (3) consecutive months,
   2. Lessee fails to meet Estimated Sales for any six (6) of the previous twelve (12) months at any time,
   3. Lessee fails to meet Estimated Sales for any calendar year (Jan-Dec), or
   4. Without regard to Lessee’s Estimated Sales, Lessee’s Gross Revenues are the lowest of all the retail kiosks in the Retail Kiosk Program.

2. **AUTHORIZED USE**

   Lessee shall have the non-exclusive right to maintain and operate retail kiosk(s) in the Leased Premises. Lessee is authorized to sell the following items only: __________________________.
Each unit’s expected product assortment, and any subsequent product assortment changes must be approved in writing by MAC prior to implementation. No food and beverage products are allowed as part of this Agreement.

In the event MAC determines, in its sole and absolute discretion, that any of Lessee’s products are objectionable for display or sale in the Airport, MAC shall provide written notice to Lessee to remove such merchandise. Lessee shall remove such merchandise within twenty-four (24) hours of receipt of notice from MAC.

3. **LEASED PREMISES**

MAC will provide floor space and one (1) retail kiosk for the operation of Lessee’s retail operations in accordance with the attached Exhibit A.

The retail kiosk will be a freestanding unit with available standard electrical outlets, analog phone line and hi-speed internet line, and occupying approximately thirty two (32) square feet of floor space (all such areas of floor space, along with the retail kiosk, being collectively referred to as the “Leased Premises”), subject to MAC’s right to relocate the Leased Premises according to Section 12 of this Agreement. Lessee may change concepts in a location upon approval by MAC.

4. **RETAIL KIOSK FEATURES**

Lessee agrees to operate and maintain in the Terminal Building one or more retail kiosks for the sale of assorted merchandise.

Retail kiosk operations and return policies will be in accordance with the attached Exhibit B.

The retail kiosks and the entirety of the Leased Premises are leased to Lessee in an as-is condition.

Lessee’s retail operation shall:

A. Accept credit cards from not less than three (3) different credit companies (Visa and MasterCard included).

B. Display a local or toll free customer comment and complaint telephone number on each retail kiosk during normal business hours (6:00 a.m. – 9:00 p.m./seven (7) days per week). Lessee shall provide to MAC, and update as necessary, contact information for an authorized representative of Lessee to allow MAC to contact them in emergencies or during non-business hours.

5. **RENT AND FEES**

Lessee shall pay to MAC advance rent for each month equal to the Minimum Monthly Guarantee (“MMG”), due on or before the 1st of each month. If at the conclusion of the month the percentage of the Gross Revenues as defined below for that month exceeds the MMG, Lessee must pay the difference to MAC by the 15th of the following month. Lessee shall submit a percentage report to MAC by the 15th of each month including the Gross Revenue for the preceding month at the time that the Gross Revenue payment is submitted, pursuant to Section 15.

A. **Definition of Gross Revenues**

Gross Revenues for the purposes of this Agreement include all payments derived from all business conducted by Lessee at the Airport. Gross Sales shall include all payments for
products, services, retail display allowances, or any other item whether by cash or credit, or by way of rentals or fees, less normal allowances, discounts or credits, except as specifically excluded from Gross Revenue.

Gross Revenue shall exclude:

1. The amount of any federal, state or local sales taxes separately stated and collected from customers.
2. Cash and credit card refunds to customers for merchandise returned.
3. Amounts and credits received in settlement of claims for loss of, or damage to merchandise.
4. Insurance proceeds.
5. Tax rebates and advertising, sponsorship or marketing proceeds.

MAC shall allow no deductions from Gross Revenues other than those specifically stated above.

B. Minimum Monthly Guarantee Rent (MMG Rent)

The Minimum Monthly Guarantee Rent (“MMG”) shall be one thousand dollars ($1,000).

C. Percentage of Gross Revenue to MAC

The percentage of Gross Revenue for each year of the Agreement term shall equal ____%.

D. Security Deposit

At the time this Agreement is executed, Lessee shall provide to MAC a security deposit of six thousand dollars ($6,000) (“Lessee Security Deposit”), in the form of an irrevocable letter of credit from a lending institution or a bond, in a form acceptable to MAC, or by check. The deposit will be returned to Lessee when this Agreement is terminated unless MAC chooses to apply it to unpaid rent or other damages. Lessee’s Security Deposit will accrue no interest.

If Lessee or Lessee’s Subtenant defaults with respect to any provision of this Agreement, MAC may use, apply or retain all or any part of Lessee’s Security Deposit for the payment of rent or any other sum in default and any amounts MAC may spend by reason of Lessee’s or Lessee’s Subtenants’ default to the full extent permitted by law. If any portion of Lessee Security Deposit or Lessee’s Subtenants’ security deposit is so used, Lessee or the defaulting Lessee’s Subtenant shall, within ten (10) days after written demand therefore, deposit with MAC, in a form acceptable to MAC, an amount sufficient to restore Lessee Security Deposit and the Subtenant’s security deposit to the aforementioned amounts, and Lessee’s or Lessee’s Subtenants’ failure to do so shall be a material default and breach of this Agreement. MAC shall not be required to keep any security deposit separate from its general funds and Lessee or any of Lessee’s Subtenants shall not be entitled to protest on any such deposit.
6. INTEREST AND LATE FEES

All payments shall be considered completed upon receipt and deposit by MAC. Lessee shall pay a penalty for late or delinquent payments during the term of this Agreement and any extensions of eighteen percent (18%) per annum on the balance of the unpaid amount calculated from the date the amount is due until the close of the business day upon which the delinquent payment is received by MAC.

7. OPERATION OF THE CONCESSION

A. English Language

Lessee understands and agrees that its operation at the Airport necessitates contact with the public, both in the course of normal business operations and in rendering public services such as making reasonable change, giving directions, and providing general assistance to the public. Employees in positions that involve contact with the public must be capable of speaking and understanding the English language at a high level consistent with the effective and efficient performance of the duties of the position. Lessee shall comply with all requirements under this Section or Lessee will incur liquidated damages as referenced in Section 22 of this Agreement.

B. Adequate and Competent Staff

Lessee shall employ a sufficient number of properly trained personnel to manage and operate the Leased Premises at its maximum capacity and efficiency on such days and during such hours as MAC may reasonably specify. Sufficient number is a number, which consistently provides customers with no unreasonable delay or inconvenience as determined by MAC through the development of standards, in moving through point of sale or selecting products or service. All personnel shall be clean, neat in appearance and attired in proper uniform, if required. Lessee shall ensure that all employees of Lessee conform to personal hygiene requirements established by MAC rules and regulations and/or by federal, state, or local laws or regulations, whichever is most stringent. Lessee must ensure all employees can adequately communicate with customers and are professional and courteous in interactions with customers. Lessee shall comply with all requirements under this Section or Lessee will incur liquidated damages as referenced in Section 22 of this Agreement.

C. Quality Assurance Audits

Lessee shall perform the Quality Assurance Audits on itself on at least a quarterly basis as generally described on the attached Exhibit D. MAC reserves the right to prescribe and revise the audit criteria at any time. The purpose of said audits shall be to ensure consistent standards of customer service and quality. MAC reserves the right to conduct any audits or surveys of Lessee it deems appropriate. Lessee agrees to cooperate in said audits and/or surveys.

D. MAC Objections

MAC shall have the right to object to the demeanor, conduct, and appearance of any of Lessee’s employees, or those doing business with them, subject to applicable law. Lessee shall take all steps reasonably necessary to remedy the cause of the objection. After written notice from MAC, Lessee shall ensure the immediate removal from the Leased Premises or discipline in accordance with Lessee’s employee discipline policy for any employee or other representative of Lessee who participates in improper or illegal acts on the Airport, who violates Airport rules and regulations or any provision of the
Agreement, or whose continued presence on the Airport is, in the opinion of MAC, deemed not to be in the best interests of MAC. However, in certain situations, MAC shall have the right to request Lessee to take immediate action via a telephone call. Lessee shall not allow any of its contractors or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner, and shall confine their business on the Airport to that of operating the concession unless otherwise approved in writing by MAC.

E. MAC Not Liable for Employment Issues

Lessee’s Agreement with MAC is not one of agency by Lessee for MAC, but one with Lessee engaged independently in the business of managing the Lease Premises on its own behalf. All employment arrangements are, therefore, solely Lessee’s concern, and MAC shall have no liability with respect thereto. Lessee shall defend, indemnify, and hold completely harmless, MAC from any claims or causes or action of whatever nature that may be brought by present or former employees, present or former independent contractors, present or former labor unions, including any labor unions seeking to represent Lessee’s employees, or applicants with Lessee.

8. OPERATING EXPENSES

A. Taxes and Fees

Lessee or Lessee’s Subtenants shall pay all taxes of whatever character, license fees, permit fees and other charges or fees which may be levied or assessed against the fee title, Leased Premises, Leasehold Improvements, operations hereunder, and upon property or leasehold interests of Lessee and Lessee’s Subtenants located thereon or used in connection therewith, or which may be levied or assessed on account of the transaction of Lessee or Lessee’s Subtenants’ business in, on or about the Leased Premises. Taxes and other fees may be invoiced by a third party provider and/or MAC. Lessee or Lessee’s Subtenants is responsible without deduction or set-off for obtaining and paying for all licenses and permits necessary or required by law for the construction of improvements, installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder.

B. Utilities

All costs relating to the operation and maintenance of the retail kiosks are the sole responsibility of Lessee, including telephone and data lines. MAC has established a retail kiosk utility rate that covers Lessee’s share of HVAC and electricity fees in the amount of fifty dollars ($50.00) per month, due and payable contemporaneously with the MMG on the first (1st) of each month.

C. Costs

Lessee shall bear or cause its Subtenants to bear all costs and expenses (including, but not limited to, liquor license fees, health inspection fees, building permit fees as approved by the Commission annually) involved in the operation of business or arising from the occupancy by Lessee and Lessee’s Subtenants of the Leased Premises, as well as repair and maintenance incident thereto.
9. STREET PRICING

A. Street Pricing Covenant

Lessee covenants to MAC to offer for sale from the Leased Premises only high quality products at prices no more than ten percent (10%) above “Street Pricing.” For the purpose of establishing street prices, MAC shall use the Mall of America and Southdale Mall as the first two (2) comparable shopping locations that MAC believes would offer similar or identical products and services. Lessee shall use the regular, every day prices as in an existing facility at Mall of America or Southdale Mall. If an existing facility exists at both the Mall of America and Southdale Mall, the average of the two facilities shall be used.

If Lessee does not believe that the Mall of America or Southdale Mall offer identical or similar locations with identical or similar products, then Lessee shall offer an exact facility located at another location within the Minneapolis-St. Paul area. However, if Lessee has no other facilities within a 25-mile radius of the Airport, Lessee shall identify up to three (3) comparable facilities acceptable to MAC and MAC will take the average price of those locations to determine Lessee’s product pricing.

MAC is under no obligation to accept any proposed alternative businesses or locations. MAC reserves the right to change the comparable facilities upon prior written notice to Lessee.

B. Preprinted Prices

When an item is prepriced, Lessee shall not charge a price higher than the preprinted price.

C. Survey Procedure

1. Price Checks

Lessee shall conduct a price check on all items sold from the Leased Premises annually. To accomplish this, Lessee shall conduct a price check on one tenth (1/10) of its products each quarter, at a minimum, and all reports must be presented to MAC quarterly. Price surveys will be performed by Lessee to ensure pricing is not greater than what is allowed in accordance with this Agreement. MAC, at its option, may develop the list of products to be price checked in any quarter. Lessee shall, upon request, produce a list of product sizes, brands and prices being sold. MAC may choose to select all items for the initial price check.

2. Spot Surveys

Additionally, MAC may request that Lessee conduct “spot” or random surveys of the approved local comparison locations and the prices charged at the Airport periodically to ensure compliance with this policy.

3. Failure to Meet Street Pricing Covenant

Results of any survey or customer complaint will be given to Lessee, which will be given one (1) week to correct any price overage discrepancies or to submit written justification for retaining current prices for these items. In response to
Lessee’s written justifications, MAC will determine whether overages must be eliminated, and if so, Lessee shall reduce prices within three (3) days of the date of MAC’s decision. Failure to bring pricing into compliance within three (3) days will result in the assessment of Liquidated Damages in accordance with Section 22 of this Agreement.

4. Advertised Sales or Promotions

Lessee is required to participate in or set prices below all nationally advertised sales or promotions as well as those advertised in the Minneapolis/St. Paul metropolitan area, conducted by its parent corporation, its company, its franchisor, or its selected operating brands. Lessee shall be allowed to mark up items included in national advertising programs by no more than ten percent (10%). Advertised sales include TV, newspaper, radio and all print media. Lessee is not required to participate in:

1. Liquidations, moving sales or closeouts or products or brands.
2. Internet promotions.
3. Specific Mall-based advertisements.

Lessee must make every reasonable effort to ensure that all corporate advertisements that list multiple locations will list MSP as a listed participating location/member of the promotion or sales. In the event that participation in a sale or promotion harms Lessee, it may request (in writing) permission to not participate. Lessee and MAC agree to meet quarterly to review this requirement in light of all other revenue and customer service impacts.

D. Street Pricing Premium

Notwithstanding the foregoing, as long as Lessee is in good standing with MAC on all lease issues (including, but not limited to, rent and other payment obligations, lease/amendment documents, price checks and audit requirements), Lessee shall be permitted to charge up to ten percent (10%) above street pricing through November 30, 2009. MAC may extend this date, in writing, in its sole discretion.

10. INSTALLATION AND MAINTENANCE

Lessee agrees to clean and keep in good appearance the Leased Premises, including any and all other improvements within the Leased Premises. Lessee also agrees to keep the Leased Premises free of the accumulation of debris or trash that may occur. Lessee shall remove, in a timely manner, all packaging and other trash to maintain the standards found in this Section. MAC reserves the right to note deficiencies in cleanliness or appearance and such deficiencies must be remedied within a reasonable time period by Lessee. Repeated violations will result in liquidated damages in accordance with Section 22.

Lessee agrees to respond to passenger and maintenance problems as quickly as possible, and in all cases within one-hundred eighty (180) minutes of notification during normal business hours (9:00 a.m. – 5:00 p.m./seven (7) days per week). In the event that a passenger misses a flight due to the negligence of Lessee, Lessee shall be liable to the passenger for any increased travel costs incurred. Any such passenger is an intended third party beneficiary of this paragraph.

Upon the expiration or cancellation of this Agreement for any reason whatsoever, Lessee agrees to return the Leased Premises to its condition at the time Lessee took possession.
To the extent that Lessee uses subcontractors to fulfill any of its obligations under this Agreement, MAC, in its sole discretion, shall have a right of rejection of any such employee or agent of subcontractor.

11. DAMAGE TO OR DESTRUCTION OF LEASED PREMISES

A. Repair

All damage or injuries to the Leased Premises and to fixtures, appurtenances, and equipment by Lessee, moving property in or out of the Leased Premises or by installation, removal of furniture, fixtures, equipment, or other property by Lessee, or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other causes of Lessee, or their subtenants, invitees, agents, or employees shall be repaired, restored, or replaced promptly by Lessee within fifteen (15) days at its sole cost and expense to the satisfaction of MAC. MAC will notify Lessee in writing if MAC determines repairs must be made. No rent shall abate if damage resulted from any act of Lessee or their subtenants, invitees, agents or employees. If repairs are not made within fifteen (15) days of the notification of the damage, and MAC was not responsible for the damage, MAC will notify Lessee in writing that MAC will make the repairs and charge Lessee the current hourly rate for labor and materials at cost, unless otherwise agreed to. An administrative overhead charge of fifteen percent (15%) is added to the total cost (employee plus material cost) of the billing. Additional interest at the rate of eighteen percent (18%) per year shall accrue if the sum is not paid within five (5) days after rendition of a bill or statement therefore. If MAC and its employees or agents damage the Leased Premises through their gross negligence or intentional act, MAC will be solely responsible for the repairs.

If damage occurs that is not the fault of Lessee, or any of their subtenants, invitees, agents, or employees in any way making the Leased Premises unusable, and the Leased Premises are rendered unusable, rent and all other charges shall be abated on a per day pro-rated basis during the time the Leased Premises are unusable.

Notwithstanding the foregoing, if the Leased Premises are completely destroyed as a result of the sole negligent or willful act or omission of Lessee, or any of their subtenants, invitees, agents, or employees the rent shall not abate and MAC may, in its discretion, require Lessee to repair and reconstruct the Leased Premises within six (6) months of such destruction and pay the costs therefore; or, should Lessee refuse to reconstruct or make repairs, MAC may repair and reconstruct the Leased Premises and Lessee shall be responsible for reimbursing the costs and expenses reasonably incurred in such repair of the Leased Premises plus fifteen percent (15%) of the total costs and expenses, plus additional interest at the rate of eighteen percent (18%) per year, accruing beginning on the date such expenses are incurred.

Should any Leasehold Improvements, or any portion thereof, be destroyed or damaged, they shall in all instances be repaired or replaced by Lessee whether or not such damage or destruction is covered by insurance, provided that this Agreement has not been canceled in accordance with the terms hereof, unless caused by MAC, or its employees, agents or contractors. If Lessee fails to repair or replace such damaged Leasehold Improvements in accordance with a schedule approved by MAC and provided that this Agreement has not been canceled, MAC may make such repairs or replacement and recover from Lessee the cost and expense of such repair or replacement, plus fifteen (15%) percent thereof, plus additional interest at the rate of eighteen percent (18%) per year, accruing beginning on the date such expenses are incurred.
B. Application of Insurance Proceeds

Whenever MAC repairs the damage, proceeds of Lessee’s and MAC’s property insurance on the Leased Premises and Leasehold Improvements shall be applied to the cost of the repairs and replacement of the Leased Premises and Leasehold Improvements. Lessee is responsible for payment of all repair and replacement costs and expenses exceeding insurance proceeds for all non-structural portions of the Leased Premises in any event, and for all structural portions of the Leased Premises only in the event the damage resulted from Lessee’s negligent or intentional act or omission, provided this provision does not waive any claims against Lessee. If MAC is not required to and elects not to repair the Leased Premises, the proceeds of all applicable insurance shall be paid over to MAC and Lessee as their interests appear. MAC is entitled to all insurance proceeds attributable to structural portions of the Leased Premises and all Leasehold Improvements funded by MAC in any portion.

C. Exceptions from Liability

MAC shall not be liable or responsible to Lessee for any damage or destruction to Lessee's property from any cause other than its own intentional or negligent acts.

12. RELOCATION

MAC may, at any time after providing thirty (30) days advance written notice, require the temporary or permanent removal and/or relocation of the Leased Premises, should the development or operation of the Airport require the removal and/or relocation. Lessee agrees that it shall promptly accomplish the removal/relocation at its own cost and expense. Lessee may terminate all or the affected portion of this Agreement upon providing thirty (30) days advanced written notice if Lessee does not agree with the proposed relocation.

Should MAC determine that any portion or all of the Leased Premises provided are permanently required for another Airport use, MAC will use its best efforts to provide an equivalent amount of comparable space in a mutually satisfactory location elsewhere in the Terminal Buildings. MAC will provide Lessee with at least thirty (30) days written notice of the new location. Within thirty (30) days after such notice is given, Lessee shall relocate to the designated alternative premises. If Lessee does not agree to the alternate location proposed by MAC, Lessee may terminate the affected portion of this Agreement upon providing thirty (30) days advanced written notice to MAC and Lessee’s improvements and products will be removed from the Terminal Building by Lessee at Lessee’s expense. MAC shall have final determination of whether alternate space is available and its location.

Even though such activities may inconvenience and partially impair the Lessee, it agrees that no liability shall attach to MAC, its officers, agents, or employees by reason of such inconvenience or impairment. Lessee waives any right to claim damages of any kind including indirect and consequential damages, resulting from such inconvenience or impairment.

13. REDELIVERY

A. Title and Property Rights During Term

All improvements, additions and alterations made to the retail kiosks or any other part of the Leased Premises by Lessee or Lessee’s Subtenants, regardless of whether paid for by MAC in any portion, shall be considered the property of Lessee or Lessee’s Subtenant during the Term with respect to all requirements hereunder, including without limitation insurance and maintenance requirements. At the termination of the Agreement (whether
by expiration of the term, cancellation, forfeiture or otherwise), all Leasehold
Improvements, additions and alterations shall become the property of MAC, at MAC’s
option and at no cost to MAC. However, notwithstanding the above subsections,
proprietary Leasehold Improvements that include branded Signs, logos, items displaying
names or logos, and applicable franchise or concept rights for all current and future
Airport locations shall remain the property of Lessee throughout the Term of the
Agreement, and after the termination of the Agreement. At the termination of the
Agreement, all such proprietary items shall be removed from the Leased Premises at the
Lessee’s expense.

B. Title and Property Rights Upon Termination

Upon termination of this Agreement, Lessee will quit and deliver the Leased Premises to
MAC, peaceably, quietly and in good order and condition, reasonable use and wear
thereof, casualty not caused by Lessee, excepted. Upon termination, Lessee shall not be
privileged to remove any Leasehold Improvements, except with specific written approval
from MAC. MAC requires Lessee to remove all Leasehold Improvements that include
branded Signs, logos, and items displaying such names or logos from all current and
future Airport locations. MAC, in its sole and absolute discretion, may require Lessee to
remove any alterations, additions, fixtures, and/or Leasehold Improvements and to repair
any resulting injury and/or damage to the Leased Premises or Airport upon termination of
this Agreement or any holdover period. If Lessee or Lessee’s Subtenants leased any
equipment for any period of time using any compensation provided by MAC, Lessee
must pay, at its own cost, any amounts required to obtain ownership of said equipment as
of the date of termination of this Agreement and must transfer title to said equipment to
MAC. If Lessee shall fail to remove any of its or any Subtenant’s personal property
within seventy-two (72) hours of termination of this Agreement, other than Leasehold
Improvements, then at the option of MAC, the same shall either be deemed abandoned
and become the exclusive property of MAC, or MAC shall have the right to remove and
store or dispose of the property, at the expense of Lessee, without further notice to or
demand upon Lessee, and hold Lessee responsible for any and all charges and expenses
incurred by MAC therefor. If Lessee shall leave any personal property on the Leased
Premises with MAC’s consent after said seventy-two (72) hour period, then MAC shall
have the right to remove and store such property, at the expense of Lessee, upon twenty-
four (24) hours notice to Lessee and to hold Lessee responsible for any and all charges
and expenses incurred therefor. If the Leased Premises are not surrendered as herein
agreed, Lessee shall indemnify MAC against all loss or liability resulting from the delay
of Lessee in so surrendering the same, including without limitation, any claims made by
any succeeding occupant founded on such delay. Lessee’s obligations under this Section
shall survive the expiration or sooner termination of the Term.

C. Removal without Consent

If any Leasehold Improvements are removed without express written consent of MAC or
if any Leasehold Improvements were leased for any period of time using any
compensation provided by MAC and were not purchased by Lessee on or before
termination of this Agreement and transferred to MAC, MAC may pursue collection
against Lessee, including but not limited to filing an action, for the full replacement value
thereof, including purchase, installation and construction (“Replacement Costs”),
regardless of whether only a portion of any costs associated with purchase, installation,
and/or construction of such removed Leasehold Improvements were funded in any way
by MAC. All Replacement Costs will be determined as of the time of recovery thereof,
and Lessee will be solely responsible for all costs and expenses associated with collection
of such Replacement Costs, including attorney’s fees, regardless of whether an action is
filed. The provisions of this Section shall survive the expiration or sooner termination of the Term of this Agreement and any holdover period.

14. ADVERTISING, SIGNAGE, AND APPEARANCE

No advertising, signage, or television content shall be permitted in or on the Leased Premises other than that which identifies the Lessee’s trade name, products, price, directions for use, other signage required by this Agreement, or signage that may be required by applicable laws or regulations. Lessee agrees not to install any signs without prior written approval of MAC. The terms “signs” shall mean advertising signs, billboards, identification signs or symbols, posters, displays, decorative items or logos, videos or any similar devices.

Signage shall state that MAC is not responsible for lost, damaged or stolen items. All signage and any modification thereto shall be approved by MAC, in writing, prior to installation. Lessee must display a local or toll free customer comment and complaint telephone number. Lessee shall also display signage, provided by MAC, stating contact information for retail kiosk opportunities.

15. STATEMENTS, BOOKS AND RECORDS

A. Monthly Reports

On the fifteenth (15th) day of each month, through and including the month following termination of this Agreement, (“Payment Day”) during the Term, including any holdover period, Lessee shall submit to MAC, electronically at MAC’s option, through its Director of Finance, a statement (“Sales Statement”), in a form satisfactory to MAC, showing the Gross Sales and other sales-related information for Lessee’s business at the Airport for the preceding calendar month and the cumulative Gross Sales for that year, through the last day of the preceding month, from all such business, accompanied by payment. MAC reserves the right to prescribe and revise the format of the Sales Statements at any time.

Rental payments by Lessee shall be subject to readjustment within ninety (90) days after the end of each year and after the approval of the MAC Finance Department, so that at the end of each and every year, Lessee shall have paid to MAC the amount rent for that year based upon the applicable annual rate. At the end of each year during the Term of this Agreement and any holdover period, Lessee shall provide to MAC an annual report pursuant to subsection C. below, stating that the rental fee and any other amounts paid pursuant to this Agreement were made in accordance with the terms of this Agreement. Such statement shall also contain a list of the Gross Sales, by month as shown on the books and records of Lessee and which were used by Lessee to compute the payments made to MAC during the period covered by such statement. Any overpayments by Lessee shall be credited to its next rental payment (or refunded if applicable to the last year of the Term), and any underpayments shall be paid to MAC within said ninety (90) day period.

Lessee shall comply with all requirements under this Section or Lessee will incur liquidated damages as referenced in Section 22 of this Agreement.

B. Books and Records

MAC reserves the right to require all data submitted by Lessee to MAC be in electronic form. Lessee shall be responsible for maintaining adequate accounting records, in accordance with generally accepted accounting principles, generally accepted auditing standards and the requirements of this Agreement, for: (a) all
transactions relevant to this Agreement (collectively “Books and Records”), and (b) all exclusions from Gross Sales claimed by Lessee. All Books and Records shall be retained for a period of at least two (2) years after the end of the applicable contract year, or in the event of a claim by MAC, until such claim of MAC has been fully ascertained, resolved and paid, whichever is later.

Books and Records shall include detailed analysis listing all of Lessee operations at the Airport in the form of printed, written or electronic media. Books and Records shall also include, but are not limited to: (1) all original accounting source documents and detail transactions relevant to this Agreement, including but not limited to (a) operating/financial statements, (b) a complete (cumulative) general ledger, (c) monthly sales journals detailing each transaction for the month, (d) reconciliation between the financial records and monthly Sales Statements submitted to MAC, (e) any applicable bank statements, (f) annual audited financial statements and related reports on internal controls (including management representation letters) concerning Lessee’s business at the Airport, if applicable, (g) electronic media documenting accounting records, and (h) other sales-related documents; and (2) all exclusions from Gross Sales claimed by Lessee.

C. Annual Reports

At the end of each calendar year, Lessee shall submit to MAC a detailed statement of Gross Sales, rents payable, rents due from any subtenants for the preceding year, and any other Books and Records reasonably requested by MAC, in a form acceptable to MAC. Annual reports shall be submitted to the address provided in Section 25.K. of this Agreement.

Such statement shall be certified as correct by an authorized representative of Lessee and be accompanied by Lessee’s payment covering any underpayment between payment made during the year of previous operation and payment due for such year of operation.

MAC retains the right to audit Lessee’s books pursuant to subsection D. below.

D. Audit

1. Audit Findings

At any time upon ten (10) days written notice, MAC reserves the right to audit the books and records of Lessee relating to operations at the Airport for the purpose of verifying Gross Sales for any period within the two (2) years prior to the beginning date of such audit. Lessee will be provided with a copy of the results of any audit. If, as a result from such audit, it is established that there has been an understatement of the Gross Sales received from all operations at the Airport by three percent (3%) or more (after the deductions and exclusions allowed in this Agreement) the entire reasonable expense of such audit and applicable attorney’s fees shall be borne by Lessee. Any additional monies due as a result of the audit shall be paid by Lessee to MAC with interest at eighteen percent (18%) per annum from the date such additional monies became due. If Lessee has overpaid rent, MAC will credit the amount of the overpayment against future rent payments. A second audit during the Term that shows an understatement of Gross Sales by three percent (3%) or more will be considered an event of default, with the potential for termination by MAC as defined in Section 21 of this Agreement.
Lessee shall comply with all requirements under this Section or Lessee will incur liquidated damages as referenced in Section 22 of this Agreement.

2. **Provision of Audit Workspace**

Lessee agrees to provide appropriate workspace to conduct the audit and free access to copiers, fax machines and other needed office equipment. Lessee will also make the requested original books and records available within ten (10) working days from the date of written request by MAC's representative (“MAC auditor”) and will freely lend its own assistance in conducting the audit. Such records shall be provided to MAC auditor in the Minneapolis metropolitan area for inspection during business hours or via electronic form or copy shipped to MAC auditor. Lessee agrees that in the event that the requested documentation is not provided within such ten (10) working day period, Lessee shall bear the expense of MAC auditors to travel to and return from the location(s) where such records are maintained to conduct the audit. Such expenses will include transportation, lodging, food and other out-of-pocket expenses for the full duration of the time needed to complete the audit.

3. **Survival of Lessee’s Duties and MAC’s Rights**

Lessee’s duty to maintain books and records and MAC’s rights under this Agreement to inspect and audit the books and records of Lessee shall survive the expiration or earlier termination of this Agreement.

4. **Computerized Data**

In those situations where Lessee’s records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Lessee agrees to provide MAC’s representative with extracts of data files in a computer readable format on data disks, E-mail with attached files or suitable alternative computer data exchange formats.

16. **INDEMNIFICATION**

To the fullest extent permitted by law, Lessee does hereby covenant and agree to protect, defend indemnify and hold completely harmless MAC and its Commissioners, officers, agents and employees (collectively “Indemnites”) from and against any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property, or any allegation of such injury, death or property damage, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney’s fees, court costs and expert fees) of any nature whatsoever arising out of or as a result of Lessee’s operation at or about the Premises and the Airport except when solely caused by the negligence of the MAC.

MAC shall give Lessee reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, Lessee shall use legal counsel reasonably acceptable to MAC. MAC, at its option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. Lessee, at their expense, shall provide to MAC all information, records, statements, photographs, video, or other documents reasonably necessary to defend any claims.

This provision shall survive expiration or earlier termination of the Agreement. The furnishing of the required insurance hereunder shall not be deemed to limit Lessee’s obligations under this Agreement.
As a distinct and separate indemnification obligation, Lessee shall protect, defend, indemnify and hold completely harmless the Indemnitees from any claims or liabilities arising out of Lessee’s failure or alleged failure to procure and to keep in force the insurance required as part of this Agreement.

Lessee shall not use or permit the Premises to be used in any manner that would void Lessee or MAC’s insurance or increase the insurance risk. Lessee shall comply with all requirements imposed by the insurers for MAC and Lessee.

17. **GENERAL LIABILITY INSURANCE**

Lessee shall carry and keep in force and effect at all times throughout the term of this Agreement and at its sole expense, Comprehensive General Liability insurance, with a company licensed to underwrite such insurance in Minnesota and having an A.M. Best rating of at least A-, protecting against any and all bodily injury and property damage arising out of or as a result of Lessee’s operations at the Airport. Such insurance shall be in an amount no less than one million dollars ($1,000,000), combined Single Limit per occurrence, or its equivalent. This insurance shall be primary by endorsement. The requirements of this section shall in no way limit the liability of Lessee to MAC.

Lessee shall provide a Certificate of Insurance, or policies upon request, to MAC, prior to staffing the kiosk, as evidence of such a coverage, and keep a current Certificate, or policies, on file with MAC at all times. Such Certificate, and policies, shall provide that MAC, its officers, agents or employees are named as additional insured, and that the policy or policies shall not be canceled or modified, nor the limits decreased, without thirty (30) days prior written notice thereof to MAC.

All such policies shall name MAC, and its employees, officers, commissioner, agents and volunteers as an additional insured and be primary by endorsement.

18. **WORKERS’ COMPENSATION AND EMPLOYER LIABILITY INSURANCE**

Lessee shall maintain Statutory Workers’ Compensation and Employer Liability Insurance with a limit of at least $100,000 bodily injury per disease per employee, $500,000 bodily injury per disease aggregate, and $100,000 bodily injury per accident. The policy or policies shall contain a waiver of subrogation against MAC.

19. **PROPERTY INSURANCE**

Lessee shall carry and keep in force and effect at all times throughout the terms of this Agreement and at its sole expense, “All Risk” Property Insurance satisfactory to MAC providing one hundred percent (100%) replacement cost for the Lessee’s property. The insurance policy shall contain a waiver of subrogation endorsement against MAC.

20. **DISADVANTAGED BUSINESS ENTERPRISES (“DBE”)**

A. **DBE Requirements**

To promote MAC’s interest in establishing opportunities for minority and women’s business enterprises and socially and economically disadvantaged businesses, Lessee agrees to participate with MAC in the DBE program, as DBEs are defined under the regulations of the U.S. Department of Transportation, as set forth in Title 49 C.F.R. Part 26, as amended or superseded. Lessee shall at all times maintain 10% DBE participation through any of the following:

1. **Lessee as DBE**
If the Lessee qualifies as a DBE under applicable regulations, the Lessee may meet the DBE Requirements by Lessee-operated Concessions.

The DBE Requirement may also be met by a combination of DBE-operated Subleases and Lessee-operated Concessions.

If the Lessee is a joint venture, the percentage ownership of the joint venture held by a DBE will be counted toward the goal of this Agreement.

2. Subleases to DBEs

Even if the Lessee does not qualify as a DBE, DBE participation can be achieved through a sublease to a DBE subtenants.

Either an Lessee or Subtenant may qualify as a DBE if the Lessee or Subtenant is a joint venture with at least one (1) DBE joint venture partner owning fifty-one percent (51%).

A DBE can not be replaced for any reason unless the Office of Diversity gives prior approval. If a DBE is going to be replaced a written explanation of the situation along with a request to replace the DBE and how the DBE participation will be maintained in the future.

The DBE Lessee and/or DBE Subtenants, whichever are applicable, must maintain their certification through the Term of this Agreement. Failure to do so may result in default of the Agreement.

If Lessee does not maintain or exceed 10% percent DBE participation MAC may find the Lessee in default of their Agreement with MAC. Penalties could involve a monetary penalty, loss of a location or any other remedy deemed appropriate (as referenced in Section 21 of this Agreement).

21. DEFAULT

If Lessee defaults by:

A. Failing to pay rent and the default continues for ten (10) days after receiving written notice from MAC; or

B. Abandoning the property by being absent from the Leased Premises for more than thirty (30) days; or

C. Failing to perform any other term of this Agreement and the default continues for thirty (30) days after receiving written notice from MAC; or

D. The transfer of Lessee’s interest in this Agreement by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter; or

E. The adjudication of Lessee as bankrupt, Lessee’s general assignment for the benefit of creditors, the utilization of the benefits of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for Lessee’s property if the appointment is not vacated within ninety (90) days; or

F. Abandonment of Lessee’s operations, which shall be defined as Lessee’s failure to conduct regular and continuing operations at the Airport in accordance with the requirements of this Agreement for one (1) month;
MAC has the right to:

A. Terminate this Agreement immediately or at any time after the default;

B. Reenter and remove Lessee and its property from the Leased Premises by lawful proceedings under Minnesota law; and

C. Pursue any other action against Lessee allowed by law.

MAC’s termination and reentry do not prevent MAC from seeking damages and past due rent for the full term of the Agreement based on the Lessee’s failure to perform under this Agreement. Lessee agrees to indemnify MAC against all loss of rents and expenses including reasonable attorney’s fees MAC has suffered or paid by reason of such termination during the remainder of the term.

Any waiver by MAC of any breach of covenants herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent MAC from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

22. LIQUIDATED DAMAGES

The failure of Lessee to adhere to MAC’s concession operating standards will result in inconvenience to the public and will adversely affect the operation of the Airport. Quantification of the resulting damages is difficult. The parties agree that the liquidated damages set forth below are reasonable estimates of the actual damages that would be incurred by the public and MAC for the specified breaches of the foregoing operating standards, and Lessee agrees to pay to MAC liquidated damages in accordance with this section, at the rates or in the amounts specified below, upon the occurrence of the specified breach, and upon demand by MAC.

The liquidated damages required by this section are solely for inconvenience to the public and adverse effects on Airport operations; payment of liquidated damages shall not relieve Lessee of responsibility for physical damage, personal injury, or other harm caused by Lessee, or its employees, agents or contractors.

For non-monetary defaults under this Agreement, MAC in its sole reasonable discretion may determine if a violation of this Agreement has occurred and may impose the following charges. MAC shall provide written notice of each offense to Lessee. Failure to pay assessment within thirty (30) days of such notice shall constitute default under this Agreement.

The first offense in any category will result in a warning letter. The second offense will require Lessee to pay to MAC liquidated damages in the amount listed below. For a third and each subsequent offense in the same category, Lessee shall pay to MAC liquidated damages in the amount listed below. Lessee agrees that said amounts are fair compensation to MAC for said damage. MAC in no way waives its rights under this Agreement, such as default and termination, or other remedies as prescribed by law through the imposition of liquidated damages.

<table>
<thead>
<tr>
<th>VIOLATION</th>
<th>2ND OFFENSE</th>
<th>3RD AND SUBSEQUENT OFFENSES</th>
</tr>
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<tbody>
<tr>
<td>Failure to comply with the requirements as referenced in Section 4.</td>
<td>$500.00</td>
<td>$750.00</td>
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</table>
Failure to comply with requirements as referenced in Section 7, subsections A and B. $500.00 $750.00

Failure to comply with Street Pricing requirements as referenced in Section 9. $500.00 $750.00

Failure to comply with Installation and Maintenance requirements as referenced in Section 10. $500.00 $750.00

Failure to comply with Advertising, Signage, and Appearance requirements as referenced in Section 14. $500.00 $750.00

Failure to comply with the timing requirements of Section 15. $500.00 $750.00

Product assortment violates Agreement terms. $500.00 $750.00

Failure to respond to passenger problems in person or via telephone within 180 minutes during normal business hours (9:00 a.m. – 5:00 p.m./seven (7) days per week). $500.00 $750.00

Other non-monetary violations of this Agreement. $500.00 $750.00

23. **AFFIRMATIVE ACTION**

A. **Nondiscrimination**

Lessee, for itself, its heirs, personal 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 property described in this License 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, Lessee 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 the Regulations may be amended.

Lessee, for itself, its personal 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 (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities thereon, and (2) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

Subject to 49 CFR Part 23.9, Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, nation origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. Furthermore, Lessee agrees to include the above statement in any subsequent concession
agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreements.

B. **Civil Rights**

Lessee 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. This provision obligates Lessee or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

24. **SECURITY**

A. **Airport Security**

All employees, agents, and/or subcontractors of Lessee must meet the requirements of the Airport Police Department with regard to security badging access. All security badging questions must be referred to the Airport Police Department Badging Office at 612-467-0623. All necessary badging shall be Lessee’s sole expense.

Lessee agrees to be familiar with the physical layout and general operating conditions at MSP.

Lessee at its own expense shall abide by all Transportation Security Administration (“TSA”) or MAC security requirements, ordinances or security directives, including but not limited to, security badge qualifications, access, display, and use, restrictions on sale of dangerous items and limited security area access abilities.

B. **Penalties Assessed by the TSA**

Lessee understands and agrees that in the event the TSA assesses a civil penalty or fine against MAC for any violation of Transportation Security Regulation or other federal statute as a result of any act or failure to act on the part of Lessee, its Subtenants, or subcontractors, Lessee will reimburse MAC in the amount of the civil penalty assessed plus any costs for defending the civil penalty, including reasonable attorneys’ fees. MAC will provide Lessee notice of the allegation, investigation or proposed or actual civil penalty. Failure of Lessee to reimburse MAC within one hundred twenty (120) days of receipt of written notice of the assessed civil penalty shall be an event of default.

25. **GENERAL PROVISIONS**

A. **Sublease or Assignment**

Lessee shall not sublease, transfer, assign or allow any other person or entity operating rights under this Agreement without MAC’s prior written consent. This Agreement is binding on all legal representatives, successors or assigns. Consent is subject to payment
of all rents and the performance of all covenants, conditions and terms contained in this Agreement by Lessee. In no case shall MAC be obligated to consent to any sublease, transfer or assignment.

B. Attorney’s Fees

In the event any action, suit or proceeding is brought to collect the rent or fees due or to become due hereunder or any portion thereof or to take possession of any area covered by this Agreement or to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement, Lessee agrees to pay MAC such sum as the court may adjudge reasonable as attorney’s fees to be allowed in the suit, action or proceeding.

C. Waiver

The waiver or breach by MAC or Lessee of any term of this Agreement shall not be deemed waiver of any subsequent breach of the same term or any other term of this Agreement.

D. Relationship of Parties

It is understood and agreed that nothing herein contained is intended or shall be construed as in anyway creating or establishing the relationship of co-partners between the parties hereto, or as constituting the Lessee as the agent, representative or employee of MAC for any purpose or in any manner whatsoever. The Lessee is to be and shall remain an independent lessee with respect to all services performed under this Agreement.

E. Headings

The headings incorporated in the Agreement are for convenience in reference only and are not a part of the Agreement and do not in any way limited or add to the terms and provisions hereof.

F. Severability

If any term, condition, or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such terms, provisions, and conditions to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and the Agreement and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

G. Condemnation

If it shall be in the public interest, MAC shall have the power to condemn the property interests created by this Agreement even though it is itself a party to the Agreement, provided that this provision shall not be construed as a waiver by Lessee of its rights to contest the validity of any such condemnation.

In the event of a taking by MAC of the Agreement or any portion of the Leased Premises or other property of Lessee, Lessee’s award shall be limited solely and exclusively to Lessee’s relocation expenses and those relating to a permanent taking of Lessee’s personal property. Lessee, at its option, may terminate all of or the affected portion of this Agreement in the event of a taking by MAC. In no event shall Lessee be entitled to any award relating to the value of any expired portion of the term of this Agreement, the
leasehold improvements, any fixture located on or about Lessee’s area, or any loss, damage or diminution in Lessee’s business. Lessee hereby waives all provisions of applicable law which are or may become inconsistent with this section.

H. **Compliance with All Laws**

Lessee shall comply with all applicable federal, state and local laws, including those of MAC. MAC shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, Terminal Building and related facilities, which Lessee agrees to observe and obey.

I. **Minnesota Law**

This Agreement is governed by Minnesota law. Lessee consents to personal jurisdiction and venue in the courts of the State of Minnesota.

J. **Parking**

No parking is provided as part of this Agreement. Lessee and Subtenants may contract separately for employee parking on a space available basis.

K. **Notice**

All notices required by law or this Agreement must be in writing and delivered in person or sent by mail to the following addresses or to any other address that one party provides to the other party in writing as the official address. Notice is deemed given when it is hand delivered or placed in the mail.

**MAC Address:**

Director, Commercial Management & Airline Affairs  
Metropolitan Airports Commission  
6040 – 28th Avenue South  
Minneapolis, MN 55450

**Lessee Address:**

IN WITNESS WHEREOF, the parties hereto have signed and executed this instrument the day and year first above written.

Date: __________________, 2006  
METROPOLITAN AIRPORTS COMMISSION

By: __________________________________________  
Eric L. Johnson, Director  
Commercial Management & Airline Affairs
Date: __________________, 2006  COMPANY, INC.

By: ________________________________

Name: ______________________________

Title: ______________________________

STATE OF MINNESOTA )
) ss.
COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this _____ day of ___________, 2006, by Eric L. Johnson, the Acting Director - Commercial Management & Airline Affairs of Metropolitan Airports Commission, a Minnesota public corporation, on behalf of the corporation.

______________________________________________
Notary Public

STATE OF MINNESOTA )
) ss.
COUNTY OF ____________ )

This instrument was acknowledged before me on the _______ day of ___________________, 2006, by ____________________________, the ____________________________,

(name) (title)
on behalf of NewZoom, Inc.

______________________________________________
Notary Public