SOUTH JERSEY TRANSPORTATION AUTHORITY

AIRPORT ADVERTISING CONCESSION

AGREEMENT

WITH

DEPARTURE MEDIA, INC

EFFECTIVE DATE: FEBRUARY 1, 2018

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INDOOR ADVERTISING CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into as of this day of February 1, 2018, by and between the **SOUTH JERSEY TRANSPORTATION AUTHORITY**, (hereinafter referred to as the "Authority"), and Departure Media, a corporation organized and existing under the laws of the State of South Carolina and authorized to do business in the State of New Jersey, having an address at 180 Meeting Street, Suite 310, Charleston, South Carolina 29401, (here in after referred to as "Company").

WITNESSETH:

WHEREAS, the Authority was created by the enactment of PL. 1991, c. 252, of the laws of the State of New Jersey, and is responsible for the management and operation of the Atlantic City International Airport, (hereinafter referred to as the "Airport"), pursuant to N. S.A.27:25A-24; and

WHEREAS, the Authority owns approximately eighty-three (83) acres which encompasses the Airport terminal and the supporting facilities; and

WHEREAS, the Authority is responsible for the operation, maintenance, improvement and promotion of the Airport system;

WHEREAS, the Authority has the right to lease and license the use of land, property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, the Authority desires to continue the operation of the Airport as an air carrier and a general aviation facility, as well as for other uses; and WHEREAS, the Authority entered into an agreement with TBI-AM, Inc. for the maintenance and operation of the Airport; and

WHEREAS, TBI-AM, Inc. has the same rights and duties as the Authority under this permit with respect to the operation and maintenance of the airport; and

WHEREAS, the Authority desires to enter into an agreement with Company to provide commercial advertising, promotions and sponsorship services at the Airport; and

WHEREAS, Company desires to obtain certain rights, services and privileges in connection with the use of the Airport and its facilities and Authority is willing to grant the same to Company upon terms and conditions hereinafter stated; and

WHEREAS, Company and Authority hereto wish to execute this Agreement setting forth the rights, duties and obligations of the parties to each other;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Authority and Company agree as follows:

ARTICLE 1 – DEFINITIONS, REPRESENTATIONS, AGREEMENT COMPOSITION

Section 1.01 – Definitions. The following words and phrases shall have the meaning set forth below:

ACDBE means airport concession disadvantaged business enterprise, as defined in 49 CFR Part 23.

Agreement means this Advertising Concession Agreement between the Authority and the Advertising Concession Company, as it may be amended or supplemented from time to time.

Company and or Concessionaire shall mean Departure Media, Inc., the Advertising Concession Company selected to operate and manage the Advertising program for the Authority.

Assigned Advertising Area shall mean those particular areas within the Terminal Building approved by the Authority for the Company, as shown on ***Exhibit A,*** hereto, as such exhibit may be amended and in effect from time to time.

Management shall mean the specific rights and privileges to operate the advertising program from the Leased Premises in the Terminal Building as herein set forth.

Revenue Share/Percentage Fee shall have the meaning more fully described in Section 5.01.

Effective Date shall mean February 1, 2018, at 12:01 a.m.

Fiscal Year shall mean the Agreement's fiscal year, February 1 through January 31, as the same may be changed from time to time.

Force Majeure shall mean acts of God, acts of the public enemy, including acts of terrorists, orders of any kind of the government of the United States of America, or of any state thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, nuclear accidents, wars, breakage or accidents to machinery, transmission pipes or canals, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other cause not reasonably within the control of the party claiming inability to perform due to such cause.

Gross Revenues shall have the meaning more fully described in Section 5.11.

Laws means all federal, state, regional, county and local laws, ordinances, resolutions, orders, directions and regulations, including without limitation those pertaining to Hazardous Materials, applicable to Company, to its operations on and about the Airport, and to the performance of its undertakings in this Agreement and the Advertising Standards.

Person shall mean any association, individual, corporation, governmental entity, partnership, joint venture, business association, estate or any other organization or entity.

Proposal shall mean the Company's proposal dated 9/19/17.

Terminal Building shall mean the shall mean the Civil Terminal Building at the Atlantic City International Airport in use as of the date of the execution of this Agreement,

Term shall mean the time between the Effective Date and the Termination Date.

Termination Date shall refer to the date on which this Agreement expires by its terms or is terminated, in either case without renewal or award following a rebidding or renegotiation of the airport advertising Company (in which case this Agreement shall continue as long as Company is operating at the Airport under holdover or similar provisions of this Agreement or any similar or successor agreement.)

TSA means the U.S. Transportation Security Agency, an agency of the United States Government, or successor agency.

Section 1.02 – Representations by the Company. Company represents and warrants (i) that it has the power and authority and is fully qualified to enter in this Agreement and perform its obligations hereunder and is qualified to do business in the State of New Jersey, (ii) that the Agreement is the valid, binding and enforceable obligation of Company, (iii) that the Agreement and Company's performance of its obligation hereunder will not violate or conflict with any law, rule, agreement, its articles and or bylaws and other governing documents, (iv) that Company is in full compliance with this Agreement upon execution, and (v) that there is no pending or threatened litigation of any material nature against Company.

ARTICLE 2 – TERM, OPTIONS, NON-EXCLUSIVE, TERMINATION

Section 2.01 – Basic Term. The initial term (the "Basic Term") of this Agreement shall be for a five (5) year term commencing February 1, 2018, as to advertising concession and continuing through January 31, 2023.

Section 2.02 – Option Terms; Notice. Notwithstanding anything contained herein to the contrary, this Agreement will be extended for one (1) additional five (5) year term (the "Option Term"), provided the following procedure is followed:

If Company wishes to renew this Agreement for the Option Term, then not less than ninety (90) days prior to the expiration of the Term, Company shall notify Authority, in writing, of its desire to extend this Agreement (the "Notice") for the Option Term.

The Authority, within sixty (60) days of its receipt of the Notice, shall notify Company that it is willing to extend the Agreement. If the Authority agrees to extend this Agreement for the Option Term, and if the Company agrees, this Agreement shall be extended for the Option Term, and such extension shall be set forth in a mutually signed writing between the parties.

Section 2.03 – Exclusivity. On the terms and conditions set forth in this Agreement, the Company shall manage on an exclusive basis for the Authority the advertising program within the designated advertising area (hereinafter "Designated Indoor Advertising Area"). The rights and privileges granted hereunder are exclusive, and Concessionaire will act as an advertising consultant to the South Jersey Transportation Authority, rendering advice and information regarding the management of advertising displays and sales of advertising. It is mutually understood and agreed that any direct competition with concession program whether internal or external to the South Jersey Transportation Authority's owned, leased or controlled would be harmful to advertising concessionaire's program and efforts. Consequently, if the South Jersey Transportation Authority is considering additional types of advertising it shall consult with Concessionaire in order to give Concessionaire a reasonable opportunity to determine if direct competition with concession program is forthcoming and harmful to advertising concessionaire's program and efforts. If any other advertising contracts are in place with the Authority at the time of this agreement all contracts between the firm and the Authority will be shared with Company prior to final execution of this agreement. Concessionaire shall be able to submit a proposal when said services are advertised publicly.

Section 2.04 – Termination With Cause. Notwithstanding any other provision of this Agreement, Authority shall have the absolute right to terminate this Agreement, at any time, with cause and reason, if reason is not remedied within ninety (90) days Authority upon giving ninety (90) days written notice to Company, in which event the Fees payable to Authority shall be paid only to the effective date of termination, and Company shall thereafter have no further liability to Authority. If Company is terminated with cause and reason any advertising contract secured by Company shall remain in effect until its expiration and Company will continue to pay Authority a negotiated percentage until each advertising contract expires or is not renewed by Company.

Section 2.05 – Cancellation by Company. In addition to all other remedies available to the Company, this Agreement shall be subject to cancellation by the Company should one or more of the following events occur:

1) The abandonment of the Airport for longer than sixty (60) days.
2) At any time the Authority prevents the Company from generating the maximum revenues or if the Revenues do not financially support the operation of the program and/or the entry by Authority into any contract or request for any advertising service which directly or indirectly competes with DMI.

3) The issuance of any Order or Decree by any court of competent jurisdiction preventing or restraining the use of the Airport in such a manner as to substantially restrict (for at least sixty 60 days) the Company from conducting its operations of the terminal advertising display concession not caused by any act or omission of the Company.

4) The assumption by the United States Government, or any authorized agency thereof; of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict the Company from conducting its' terminal advertising display concession if such restriction be continued for a period of one (1) month or more.

5) The Concessionaire may terminate this Agreement for its convenience at any time upon providing sixty (60) days written notice to the South Jersey Transportation Authority.

Section 2.06 – Cancellation by Authority.

This Agreement shall be subject to cancellation by the Authority if one or more of the following conditions of default by Company occur:

1) If Company fails to make any payment which is due hereunder within twenty (20) days of the date such payment is due, and Company fails to make payment within five (14) days after receipt of notice that the payment is overdue. Provided, that the Company shall have the right to cure a nonpayment within the aforesaid five (5) day period only two (2) times in any twelve (12) month period. If Company fails to make any payment within fifteen (15) days of the date such payment is due more than one time in any twelve (12) month period, Company shall be deemed in default hereunder and Authorty shall have the right to cancel this Agreement; or,

2) If Company shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Company's part to be performed and observed and if such neglect or failure should continue for a period of thirty (30) days after receipt by Company of written notice of such

neglect or failure or, if more than thirty (30) days shall be required because of the nature of the default, if Company shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default; or,

3) If the estate hereby created shall be taken by execution or by other process of law; or,

4) The taking by a court of jurisdiction of Company and its' assets pursuant to proceedings under the provision of any federal or state reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act; or,

5) If any court shall enter a final order with respect to Company, providing for modification or alteration of the rights of creditors; or,

6) If Company shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of New jersey or Atlantic County or any other governmental agency or authority; or,

7) The Authority's repossession of the Assigned Areas shall not be construed as an election to terminate this Agreement nor shall it cause a forfeiture of percentage payments or other charges remaining to be paid during the balance of the terms hereof, unless a written notice of such intention is given to Company, or unless such termination is decreed by a court of competent jurisdiction.

8) Upon repossession, the Authority shall, in good faith, attempt to grant a Concession to a new Company for such period or periods at such fees and upon such other terms and conditions as the Authority may, in good faith, deem advisable. The Authority shall in no event be liable and Company's liability shall not be affected or diminished in any way whatsoever for failure to grant a Concession to a new Company.

9) If the Authority shall enter into and repossess the Assigned Areas by reason of the default of Company in the performance of any of the terms, covenants or conditions herein contained, then and in that event Company hereby covenants and agrees that Company will not claim the right to redeem or re-enter the Assigned Areas to restore its operations hereunder and Company hereby waives the right to such redemption and re-entrance under any present or future law, and hereby further, for any party claiming through or under Company, expressly waives its right, if any, to make payment of any sum or sums of rent, or otherwise, of which Company shall have been in default of paying under any of the covenants of this Agreement and to claim any subrogation of the rights of Company under these presents, or any of the covenants thereof, by reason of such payment.

10) All rights and remedies of the Authority herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

11) If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be affected either before or after judgment whereby Company shall be permitted to retain possession of the Assigned Areas, then such

proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.

12) Any amount paid or expense or liability incurred by the Authority for the account of Company may be deemed to be additional rental and the same may, at the option of the Authority, be added to any fees then due or thereafter falling due hereunder.

13) Company hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Company being evicted or dispossessed for any cause, or in the event of the Authority obtaining possession of the Assigned Areas by reason of the violation by Company of any of the covenants and conditions of this Agreement or otherwise. The rights given to the Authority herein are in addition to any rights that may be given to the Authority by any statute or otherwise.

14) Upon the termination of this Agreement, through passage of time or otherwise, the Company shall aid the Authority in all ways possible in continuing the Advertising Display Concession at the Airport uninterruptedly. Specifically, the Company, if required by the Authority shall continue its advertising operations beyond the term of this Agreement in order to coordinate the removal of its personal property with the installation of replacement property by a replacement Company. Such extension of operations beyond the term of this Agreement shall be under the same terms and conditions as stated herein.

15) The Company agrees to keep all insurance policies and/or self-insurance in effect through surrender of its Assigned Areas.

ARTICLE 3
PRIVILEGES AND OBLIGATIONS OF THE COMPANY

Section 3.01 - The Authority hereby grants to Company during the Term, and any Option Term, as the case may be, the Concession at such Assigned Areas approved for the sale of commercial space, to stage promotions and to sell sponsorships in the sole discretion of the Authority, subject to the provisions. The Company acknowledges that the Authority reserves the right to utilize its own communication systems throughout the Airport ("Airport Communication System") and that the Authority reserves the right to utilize the Airport Communication System in any manner it deems appropriate, unless it competes directly with or financially impairs the advertising program managed by Company. The Airport Communication System is a visual system that may display commercial as well as airport passenger information on a schedule mutually beneficial to both the Company and the Authority. Emergency messaging shall preempt commercial messaging at the direction of the Authority.

In exchange for Authority granting the Advertising Concession, Company shall develop and implement a Business, Sales and Management Program, totally integrated and coordinated as to design, quality and content of commercial advertising, promotions and sponsorships for the Airport. The Company shall present a plan to demonstrate its ability to maximize revenues through local, regional and national sales and to manage the advertising programs including deploying advertising technology and devices that allow for the display of current forms of advertising and to maintain those displays and devices in operating order as long as a demand by advertisers is present. The plan must consider the expansion of the Airport's advertising concession to include promotions and sponsorship opportunities.

Under this program, Company shall be granted the exclusive right to establish, operate, service and maintain prime quality, expertly designed commercial advertising displays including, but not limited to: floor clings, window clings, floor exhibits, wall and floor back-lit units, product cases, kiosks, car and boat displays, exterior wraps, digital content featuring full-motion or static advertising spots, other forms of advertising relating to an attractive and profitable means for the graphic display of materials, articles and services.

All displays, kiosks, devices and equipment must be approved by the Airport Director. Company shall provide the Authority, for its approval, with a detailed plan outlining the items to which the capital expenditures are to be applied before the work is performed by Company. All installations will not be installed until sold to an advertiser for a minimum of 12 months and shall be in good taste, professionally developed and of such high caliber as to contribute to the establishment of the facility as a prestigious location for commercial advertising media.

The specific locations of the Assigned Areas for advertising displays, kiosks and devices will be selected and approved by the Authority as is more particularly set forth on Exhibit "A" entitled "Assigned Areas". The Company shall not place advertising displays and devices in Excluded Areas set forth in Exhibit A entitled "Excluded Areas." All locations selected are subject to reasonable relocation at any time at the request of the Authority. Should the Authority and the Company disagree on any advertising locations, the Authority's decision shall be fair and final. The Authority shall make its best efforts to keep available for the use of Company, during the Term, or any Option Term, as the case may be, advertising locations of at least equal number, passenger exposure and commercial advertising value as those in the original Exhibit "A". If Company is required to relocate from any advertising location at the request of the Authority, the Authority shall pay for reasonable costs and expenses associated with such relocation. Authority shall not enter into any contract with any type of advertising firm during the term of this agreement with the exception of the Loading Bridges and Garage contract with PK Media. Should Authority currently have contracts with competing or other advertising vendors, those contracts must be terminated prior to the commencement of this agreement with the exception of the Loading Bridges and Garage contract with PK Media.

Company shall be responsible for the commercial advertising program within the Assigned Areas at the facility and shall apply to that program the fiscal, marketing and administrative resources of its organization through its national and regional organization. Company shall make reasonable best efforts to:

- Develop advertising displays, devices and programs that are of the highest quality with technology that is commonly used in airport settings.

- Display advertising content that is of the highest quality that adheres to the Authority's Advertising Standards

- Plan the location/positioning of advertising displays to maximize revenue and the functionality of the displays for advertisers and passengers

- Maintain national, regional and local sales staff to maximize revenue.

- Design, manufacture and maintain advertising display equipment that is consistent with the architectural design of the Airport and the needs of advertisers based on demand for advertisers. All advertising equipment must be UL (Underwriter's Laboratory) tested and approved and be environmentally sustainable and be contracted for a minimum of 12 months prior to any capital investment by Company.

The Authority will provide at no cost all electricity to power all displays and devices by the Company including Cat5 internet services.

All improvements, displays, equipment and interior design and decor constructed or installed by the Company, its agents, or Company's, including the plans and specifications therefore, shall conform to all applicable statutes, ordinances, building codes, and rules and regulations. Company shall obtain all necessary building permits at his own expense.

The Company shall, at no cost, and if permissible with the previous advertising concessionaire, inherit all existing displays that are the possession of the previous advertising Company. The Authority is responsible for the removal of displays and devices from the previous contract and the repair of Authority property resulting from damages associated with the removal of these displays and devices unless a new devise is the same or similar in size and type not requiring repairs.

Company shall provide cleaning and maintenance of all newly installed advertising displays and devices by Company.

The Company shall have the right to ingress and egress from and to the Assigned Areas over Airport roadways, including common use roadways, subject to any rules or regulations which may have been established or shall be established in the future by the Authority. Such rights of ingress and egress shall apply to the Company's agents, servants, employees, Company's, guests, patrons, invitees, suppliers, and other authorized individuals. All Company employees or designate sub-Company's that regularly enter onto Authority property shall undergo Authority Safety Training.

Section 3.02 – <u>Changes to Designated Indoor Advertising Areas</u>. The Authority may, from time to time and in its sole discretion, increase or decrease the total number of advertising areas included within the Assigned Advertising Areas, add to or delete from the number of areas that comprise the Designated Indoor Advertising Areas, add new advertising structures or facilities and include them within the Designated Indoor Advertising Areas, relocate one or more of the Designated Indoor Advertising Areas or portions thereof, open and close designated advertising areas, facilities and structures and assign to Company new, temporary and or permanent premises in any existing, expanded or new advertising facility or

Designated Indoor Advertising Area. The parties hereto may determine to amend ***Exhibit A*** to reflect any changes to the Designated Indoor Advertising Areas. Any such additions, deletions or relocations may proportionally affect the amount of the Fees (as defined herein) and the services provided by the Indoor Advertising Management Company. Any costs incurred by Company in this respect shall be reimbursed by the Authority subject to the Authority's prior approval.

Section 3.03 – Functions and Duties. The Company shall operate and manage the Indoor Advertising program for the Designated Advertising Areas and other areas of the Airport specifically designated in writing by Authority. Company shall, at a minimum, perform the following functions. As used in this Agreement, the term "Advertising Program" shall mean all public advertising areas and facilities, revenue producing areas; buildings; structures; office space; fixed improvements contained in such areas, structures and space; and equipment designated to Company for its use under this Agreement.

The Company shall:

A. Submit design recommendations to the Authority as to the types and locations of advertising display devices or concepts. The conceptual design of the Indoor Advertising Program shall provide the airport with a sense of community, culture and corporate presence. The Company shall provide estimated build out, equipment, software and maintenance costs for each submittal. The Authority shall have the right to approve the design and content of all advertising.

B. Provide any new advertising display devices approved by the Authority. The development of the artwork shall be borne by the individual advertiser. The cost of installation and operation/maintenance of advertising material (not equipment as described in Section 3.04) shall be borne by the Company.

C. Develop standards and regulations, for approval by the Authority, to regulate the attractiveness of exhibitor's advertising copy of displays.

D. Sell to advertisers the right to display advertising copy in the Designated Advertising Areas, subject to approval by the Authority.

E. Negotiate and prepare written agreements with advertisers, subject to the approval and execution by the Authority.

F. Report annually on marketing activities and executed advertising contracts.

G. Invoice and monitor payments by advertisers.

H. Pursue specified collection efforts for past-due accounts.

I. Do all other things reasonable to the management of a first-class advertising program with maximum revenue production for the Authority.

J. Report annually on ACDBE utilization.

Section 3.04 – Equipment to be Provided by Authority.

A. Company shall operate advertising equipment as assigned by the Authority. In addition, the Authority may authorize Company to purchase advertising equipment based on a demand for said equipment or allow the use of Authority owned equipment or advertising display devices.

B. At the Authority's election, Company shall propose and Authority shall approve other advertising equipment or mediums as may be determined to be necessary for the efficient operation of the airport's advertising program.

Section 3.05 – Maintenance. The Authority shall be responsible for maintaining, at its cost and expense, the advertising components that it owns.

Company shall promptly notify the Authority, by an agreed procedure, at any time that maintenance is required to be performed by the Authority, including replacement of lights on electrical fixtures.

Section 3.06 – Authority Approval of Modifications/Improvements. Company shall not alter, modify, remove, or improve any equipment without prior approval of the Authority. The Authority shall have the right to disapprove any improvements, replacements, or alterations to the facilities that, in its judgment, are of a design, quality, condition, or color arrangement not in keeping with the architectural and general character of the building or area in which the improvements, replacements, or alterations are to be installed.

Section 3.07 – Authority Reservations. The Authority reserves the right to provide or relocate any storage space area of Company, if available and applicable, as necessary to accommodate construction of or at the terminal or related facilities or as the Authority may require, in its sole discretion, upon thirty (30) days written notice. Any such relocation shall be at the Authority's sole discretion and expense.

ARTICLE 4 – SPECIAL COMPANY OBLIGATIONS AND COVENANTS

Section 4.01 – Personnel

A. Company shall employ all persons, necessary to operate the Designated Indoor Advertising Areas in a first-class manner. Company shall prepare and submit for Authority approval a staffing plan, subdivided by job category. The Authority may require Company to revise and update its staffing plan from time to time and may also require Company to reallocate or increase its staffing. Any added costs resulting from such changes by the Authority shall be negotiated as a revision to the Revenue Share.

B. Company shall not hire or retain a person convicted of a theft-related felony or a felony involving violence to persons. All Company personnel shall submit to all background and security investigations as the Authority may require or as required by applicable law.

C. Company shall assign a full-time experienced manager operating from the company's home office, satisfactory to the Authority, to supervise and be responsible for all aspects of Company's obligations under this Agreement. Prior to the commencement of this Agreement, the Authority will review the qualifications of the candidate for manager and notify Company if the candidate for manager is acceptable. If the Authority determines that the candidate is unacceptable, Company shall propose other candidates until the Authority, in his sole discretion, finds a candidate acceptable. In the event the manager position shall become vacant during the term of this Agreement, Company shall follow this approval procedure in filling the vacant manager position. In addition, at any time during the term of this Agreement the Authority may, for any reason whatsoever, request that Company appoint a new manager. In such event, Company shall follow this approval procedure and appoint a new manager approved by the Authority. If the Company enlists a local sales position that position shall be regulated by these same parameters.

D. Company's employees at the Airport shall at all times while on duty at the Airport, wear picture identification badges issued by the Authority on their outermost garment. All Company personnel shall cooperate fully and submit to all requirements of all background and security investigations as the Authority or applicable law may require.

E. Employees of Company shall park their personal vehicles only in areas designated by the Authority or as otherwise directed by the Authority from time to time.

Section 4.02 – <u>Authority Rules and Regulations.</u> Company and its officers, partners, employees, agents, invitees and licensees shall at all times observe and obey all applicable Rules and Regulations of the Authority, as amended from time to time (the "Rules and Regulations"), which are hereby incorporated into this Agreement by reference, and shall not do or permit to be done, anything at the Airport that might result in the creation or maintenance of a nuisance or that might interfere with the effectiveness or accessibility to or about the Designated Indoor Advertising Areas, or other areas assigned to or used by Company, the Authority or other airport tenants.

Section 4.03 – <u>Wireless Communications.</u> In the interests of public safety and the efficient operation of the Airport, the Authority reserves the sole right to resolve, in its complete and unfettered discretion, any conflicts between or amongst any wireless communications devices or systems of the Authority, Company, and any third party users of the Airport, and to require Company to change over to any future Airport-wide network once installed. The Company will be required to comply with Authority's Wi-Fi policy, whether set forth in the Rules and Regulations or by way of separate policy made applicable to Company.

Section 4.04 – <u>Compliance with Applicable Laws.</u> Company shall observe and comply with any and all valid and applicable requirements of duly-constituted public authorities including all federal, state and local statutes, ordinances, regulations and standards applicable to Company, the Designated Indoor Advertising Areas and the Airport, including but not limited to the Rules and Regulations. Company shall procure and keep in force during the term of this Agreement, all necessary licenses (including, but not limited to, occupational licenses), driver's licenses for operators of motor vehicles, certificates, permits or other authorizations required by law for Company's operation on the Airport. Company shall pay when due, all license (including but not limited to occupational license), certification, permit and examination fees, and all taxes and other charges in connection with its operations at the Airport that may he levied, assessed or imposed by any governmental authority (including the Authority) upon Company's interest in or on the Designated Advertising Areas, fixtures and other property, its business.

Section 4.05 – **Rights of Authority.** Company shall permit the Authority's and or designated representative(s) to inspect, at any time, the books of records. The Authority may take such action as the Authority or designated representative deems necessary or desirable to enforce the provisions of this Agreement, any applicable law and regulation, or to protect persons and property. The Authority shall designate a Authority employee, who shall be the principal liaison, for oversight between Company and the Authority. The Company shall submit all budgets, recommendations, reports, or notifications to the Authority, or designee, except as the Authority may otherwise direct. The Authority or designated representative shall communicate directions on Authority decisions.

Section 4.06 - **Coordination Between Authority and Company Home Office.** Company shall send a designated representative from its home or regional office that is familiar with the terms and conditions of this Agreement, to meet with the Authority and or other Authority staff not less than once each and every six (6) months throughout the term of this Agreement unless otherwise agreed to by the President or CEO.

Section 4.07 - **Security; ID Badges; Background Investigation**. Company employees shall be required to conform to all federal, state, local and Authority security requirements to include, but not be limited to, purchasing an identification badge and submitting to background investigations such as a fingerprint-based criminal history inquiry. The ID badge fee and the fingerprint-based criminal history check fee is $50; annual renewal of ID Badge is $25 and lost badge replacement is $75 all such charges may change without notice. If required, Company's employees shall participate in the Authority's Security Training program at any time during the term of this Agreement or any other applicable security training programs and must be able to successfully pass all Federal, TSA, FAA and airport security tests and background checks.

ARTICLE 5 – Revenue Share

Section 5.01 - The Authority shall be paid a revenues share based upon gross revenues. That revenue share shall be determined during the first term of the agreement by the amount of gross revenue that is generated from the sales of the advertising space as defined above. The agreed upon revenue share is as follows:

Gross Revenue	Authority Share
Under $80,000	20%
$81,000 to $160,000	30%

$161,000 to $200,000	35%
$200,000 to $300,000	40%
$300,000 and above	50%

5.02 After year two (2), a MAG should be set at $12,000.00 per year paid monthly or a percentage of gross receipts whichever is greater.

5.03 The Company shall make monthly payments to the Authority based upon the above revenue share. All payments shall be made to the following address, or such other address as the Authority may hereafter advise Company in writing:

South Jersey Transportation Authority
P.O. Box 781706
Philadelphia, PA 19178-1706

On the twentieth (20th) day of each month, Company shall render to Authority a statement, approved by CEO, showing the Gross Revenues earned. Company shall keep full and accurate books and records showing all of its said Gross Revenues, in accordance with generally accepted accounting principles. The Authority at its cost shall have the right, through its representatives, and at all reasonable times upon reasonable advance notice, to inspect such books and records. In addition, Company agrees that all such records and instruments are and will be made available to the Authority at the Airport for at least a one (1) year period from the date the records are generated. Company shall provide the books and records to the Authority within fifteen (15) business days following Company's receipt of a written request for such books and records.

5.04 The Authority at its expense reserves the right to audit Company's books and records of Gross Revenues at any time for the purpose of verifying the gross revenues and payment to the Authority hereunder. That audit shall include all advertising contracts and receipts for amounts paid to the Company for space, promotions and sponsorships on Airport grounds.

5.05 In the event that any payment lawfully due herewith is not paid within twenty (20) days of the date due, Company shall pay a late fee calculated as interest on the original Percentage Fee due at the simple rate of one percent (1%).

5.06 Nothing contained in the foregoing shall affect the survival of the obligations of the Company related to payment during the Term as set forth in this Agreement.

5.07 The Authority shall be provided with a monthly billing report that includes the following:

- Location
- Display Type
- Monthly Advertising Costs
- Revenue Share

The report can be provided in either electronic sortable spreadsheet format to tkroll@acairport.com; pandermanis@acairport.com; kostwald@acairport.com or in hard copy to the billing address listed previously.

5.08 The Company shall provide the Authority with a sample advertising contract.

Section 5.09 – Gross Revenue. Shall include all amounts received, realized by, or accruing to Company from all sources whatsoever, whether for cash, credit, or barter resulting from the Concession.

Gross revenues shall exclude;

- Ad agency and selling Authority discounts paid by Company to recognized agents and Local Ambassadors of the subscriber. Discounts not to exceed 15% of the rate assessed the subscriber. Company must provide data to verify.
- Amounts paid by advertisers having anything to do with their brochures. The amounts must be separately stated on the advertisers' contracts and represent actual costs for such items.
- The amounts of any federal, state, or municipal sales taxes or other similar taxes separately stated.
- Amount paid by subscribers as reimbursements to Company for expenses incurred in connection with the construction or installation of displays.
- Any actual telephone cost relating to any hotel telephone reservation advertising displays.
- The cost of technical maintenance and new display equipment upon airport approval.
- Replacement cost of digital monitors.

ARTICLE 6 - INDEMNIFICATION AND INSURANCE

Section 6.01 – Indemnification. Company shall indemnify, defend, and hold harmless the Authority, officers, agents, representatives and employees from and against all liability, loss, cost, expense, and damage arising out of or in connection with the performance of this Agreement or any occupancy of the premises by Company, as well as all claims and demands of third persons, just or unjust, for personal injuries (including death) or property damage including theft or loss or defamation, copyright infringement, improper commercial exploitation of another's name or image or other violation of intellectual property laws (except for such claims or demands where it has been judicially determined that the damage was caused by the gross negligence of the Authority, its officers or employees) arising or alleged to arise out of Company's operations (including failure to perform). If so directed by the Authority, Company shall, at its own expense, defend against such claims and demands, in which event it shall not without obtaining express advance permission from the Authority or its counsel, raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, officers, agents, representatives and employees, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority.

Section 6.02 – Insurance to be Provided.

A. Company shall purchase and maintain such insurance as shall protect it from claims which may arise out of or result from Company's operations under the Agreement, whether such operations be by itself or by any SubCompany or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required shall be written for not less than any limits of liability specified in this Agreement, or required by law, whichever is greater. The insurance requirements are as follows:

(a) Commercial General Liability (including contractual personal injury and advertising covering defamation, copyright infringement, improper commercial exploitation, and violation of intellectual property laws) covering bodily injury and property damage in an amount no less than One Million Dollars ($1,000,000);

(b) Worker's Compensation and Employer's Liability Insurance to meet statutory requirements; and

(c) Comprehensive Automobile Liability Insurance covering bodily injury and property damage in an amount no less than One Million Dollars ($1,000,000). This insurance shall apply to all owned and hired vehicles of Company and non-ownership protection for all employees of Company engaged in the performance of this Agreement.

B. Company shall provide, at least thirty (30) days prior to the expiration of any insurance policy or policies theretofore provided hereunder, an original certificate or certificates of insurance evidencing all coverage required hereunder is in effect. Such certificate(s) provided by Company shall name the Authority, Company, officers, employees and agents of each as insured or additional insured, except for Worker's Compensation and Employer's Liability coverage.

Section 6.03 – Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreements or documents pertaining to the operations of Company, hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the Authority, or by enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member, officer, employee or agent, as such, past, present or future, of the Authority, either directly or through the Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to the Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

ARTICLE 7 – GENERAL PROVISIONS

Section 7.01 – Agreements with the United States, Atlantic City, and Participating Jurisdictions. This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, and local laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and the United States of America, Atlantic City, or their boards, agencies or Authority's, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, local (of Authority's participating jurisdictions) or local funds for the development of the Airport, or any part thereof.

All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

Section 7.02 – Right to Amend. In the event that the Federal Aviation Administration or its successors require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Company hereby consents to any and all such modifications and changes as may be reasonably required. Company also agrees to amend the Agreement in order to maintain the tax-exempt status of any Authority obligation, notes or bonds issued to finance the indoor advertising, around, or about the Designated Advertising Areas.

Section 7.03 – Covenants Against Discrimination.

A. Company on behalf of itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of race, gender, age, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Designated Advertising Areas or any other part of the Airport; (ii) that in the construction of any improvements at the Airport and the furnishing of services in connection therewith, no person on the grounds of race, gender, age, religion, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that Company shall operate at the Airport 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, Non-discrimination in Federally assisted programs of the Department of Transportation effectuation of Title VII of the Civil Rights Act of 1964, and as such regulations may be amended. Likewise, Company shall comply with laws of the Atlantic City, prohibiting discrimination because of race, gender, religion, sex, national origin, age, handicap, or marital status. Should Company authorize another person or entity, with Authority's prior written consent, to provide services or benefits in connection with its rights or obligations under this Agreement, Company shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Company shall furnish the original or a true copy of such agreement to Authority.

B. Company will promptly provide all information and reports required by such regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with such regulations and directives. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company shall so certify to Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

C. In the event of a breach of any of the within-described nondiscrimination covenants, the Authority shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate the Agreement and to reenter and repossess the Designated Advertising Areas and any other areas occupied by Company, and hold the same as if this Agreement had never been made. The rights granted to the Authority by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

D. Further, Company assures the Authority that no person shall be excluded on the grounds of race, gender, age, religion, national origin, or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Company also assures the Authority that it will require its covered sub organizations to provide assurances to the same effect and provide copies thereof to the Authority.

E. The Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions including non-discrimination provisions concerning the use and operation of the Airport, and Company agrees that it will adopt any such requirements as part of this Agreement.

F. Company will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Company. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

G. Company, in all solicitations or advertisements for employees placed by or on behalf of Company will state that such Company is an equal opportunity employer.

H. Company agrees to (i) provide a drug-free workplace for its employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition, and (iii) state in all solicitations or advertisements for New Jersey employees placed by or on behalf of Company that Company maintains a drug-free workplace. A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Company in accordance with the New Jersey Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 7.04 – Right to Modify.

A. The parties hereto covenant and agree that, during the term hereof, this Agreement may be unilaterally modified by the Authority, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Authority rulings or opinions. This section shall not preclude Company from contesting such rulings or opinions, but Company shall abide by the unilateral change.

B. Payments may be increased or decreased during the term of this Agreement. The Authority reserves the right to increase or decrease the requirements under this Agreement. The Authority may order such changes within the general scope of this Agreement at any time by written notice to Company. Changes within the scope of this Agreement include, but are not limited to, matters such as services to be performed; change in management; and FAA, Transportation Security Agency, Airport or other security directives. Company shall comply with the notice upon receipt. The parties may agree in writing to modify the scope of this Agreement, and the parties shall agree to any increase or decrease in the costs or fees under this Agreement resulting from such modification. Company shall be compensated for any additional costs incurred as the result of such order and likewise, shall give the Authority a credit for any savings.

C. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified, except by a written instrument signed by both parties.

Section 7.05 – Remedies; Attorney's Fees and Costs. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder. In the event that any legal proceedings at law or in equity arise hereunder or in connection herewith (including any appellate proceedings or bankruptcy proceedings), the prevailing party shall be awarded costs, reasonable expert witness fees, reasonable attorneys' fees (including reasonable fees and charges for the services of paralegals or other personnel who operate for and under the supervision of such attorneys and whose time is customarily charged to clients) and any other expenses incurred in connection with such legal proceedings.

Section 7.06 – Warranty of Company as to Conflict of Interest. Company represents and warrants to Authority, that, except as may be disclosed in an amendment hereto, no member, officer, employee or agent of Authority has any interest, direct or indirect, in the business of Company to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

Section 7.07 – <u>Notices.</u> All notices required or permitted to be given by the Authority to Company hereunder shall be given either by hand delivery to any officer or manager of Company at the Airport and by United States certified mail, postage prepaid, return receipt requested, addressed to Company at the address shown on page one hereof. All notices required or permitted to be given to the Authority hereunder shall be given by United States certified mail, postage prepaid, return address requested addressed to:

Atlantic City International Airport - Suite 106
101 Airport Road
Egg Harbor Twp, NJ 08234
ATTN: Airport Director

and as to Company:

Leslie Clark Bensen, President
Departure Media, Inc.
180 Meeting Street, Suite 310
Charleston, SC 29401

Either party may change its address for purposes of this paragraph by written notice similarly given.

Section 7.08 – <u>Regulations of Authority.</u> The rights and privileges granted to Company hereunder and the occupancy and use by Company of certain premises on the Airport shall at all times be subject to the Rules and Regulations and all applicable provisions of the Authority's policies and procedures manual as the same may be amended from time to time.

Section 7.09 – <u>Security Requirements.</u> Company shall comply with any and all security requirements and shall be solely responsible for any violation or breach of security areas by it or its employees and shall be solely responsible for any fines associated therewith as a non-reimbursable expense.

Section 7.10 – <u>Miscellaneous Provisions.</u>

A. If the Authority determines that modifications to this Agreement are required in order to qualify for federal or state funding for the services to be rendered by Company hereunder, and if Company shall fail to consent to such modifications, or if Company is unable to comply within a reasonable time with applicable federal or state laws and regulations governing the grant of such funds for services to be rendered hereunder, then the Authority shall have the right, by written notice to Company of its intent, to terminate this Agreement.

B. Company agrees to repair promptly, at its sole cost and expense and in a manner acceptable to Authority, any damage caused by Company or any of its agents, officers, partners, employees or its Companys, sub-Companys, invitees, or licensees to the Airport or any improvements or property located thereon.

C. Company is an independent Company and shall have no authority, express or implied, to act for or bind Authority by virtue of anything contained in this Agreement. Nothing contained herein shall be deemed or construed by the Authority or Company or by any third party to create the relationship of partnership or of joint venture.

D. The section and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

E. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

F. If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.

Section 7.11 – Applicable Law. This Agreement has been entered into in, and shall be construed and interpreted in accordance with the laws of Atlantic City and any litigation with respect thereto shall be brought in the courts of New Jersey.

Section 7.12 – Entire Agreement. This Agreement, together with the exhibits attached hereto and the documents incorporated herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Company hereby confirms that it has made its own investigation of all of the costs of doing business with the Authority and on the Airport, that it is relying on its own business judgment concerning its prospects for conducting business with the Authority, and that the Authority has not made any representations or warranties with respect to any such matters. Company hereby affirms and ratifies the completeness and accuracy of the information provided by Company to the Authority in its proposal and in all attachments and enclosures thereto.

Section 7.13 – Severability. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, the remainder of the Agreement shall not be affected thereby.

Section 7.14 – Assignment. Company may not sell, assign or transfer this Agreement or any of its rights and privileges hereunder or permit any such sale, assignment or transfer to occur by operation of law, or contract for the performance of any of the services to be provided by it hereunder, without the prior written approval of the Authority, and such approval shall not be unreasonably withheld.

ARTICLE 8
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Section 8.01 – **ACDBE Policy.** It is the policy of the Authority to comply with, promote and enforce the objectives of U.S. Department of Transportation regulations, 49 CFR Part 23, with respect Airport Concession Disadvantaged Business Enterprise (ACDBE) participation in airport concessions at Atlantic City Airport (Airport).

Section 8.02 –**ACDBE Goal.** As stated in the RFP, Company shall make good faith efforts, as defined in Appendix A, 49 CFR Part 23, to meet the 11% goal established for ACDBE participation in this concession during the Term of this Agreement, and is required to have a valid arrangement with the ACDBE(s) designated to fulfill the 11% ACDBE participation goal.

Section 8.03 – **Nondiscrimination Assurance.** This Agreement is subject to the requirements of U.S. Department of Transportation regulations, 49 CFR Part 23. The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national 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. Company agrees to include the above statements in any subsequent concession agreement or other contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Section 8.04 – **ACDBE Reporting**

A. Company shall submit, in the format required by the Authority, a annual report of ACDBE utilization which shall be submitted to the Authority's DBE Liaison Officer at the Airport not later than the 20th of the month following the last year covered in the report. The Authority reviews the annual reports to ensure that the ACDBE participation levels remain in compliance with the requirements of this Agreement and to verify that the work committed to ACDBE(s) is actually performed by ACDBE(s). This information will also be used to provide the statistical data for the ACDBE participation achievement reports to the Federal Aviation Administration.

B. The Authority may also perform interim audits of contract payments to ACDBE management firms or subCompanys. The audit will review payments to ACDBE subCompanys and gross receipts earned by or payments for goods and services and management agreements to ACDBEs to ensure that the actual amount equals or exceeds the dollar amounts stated in the report of ACDBE utilization.

C. The Company shall maintain records and documents for three (3) years following the performance of this Agreement. The Company will make these records and documents available for inspection upon request by any authorized representative of the Authority or the U.S. Department of Transportation. This reporting requirement is also extended to any ACDBE participating in this Agreement.

Section 8.05 – Compliance. The Authority will monitor the compliance of the Company consistent with the requirements of Part 23 and this Agreement. The Authority may impose such contract remedies as are available under the Agreement and under federal, state and local law and regulations for non-compliance. Failure to carry out the Authority's ACDBE Policy and goals and obligations set forth above shall constitute a breach of contract that may result in termination of this Agreement, or such other remedy as deemed appropriate by the Authority.

Section 8.06 – Replacement/Substitutions of ACDBEs. Company shall utilize the specific ACDBE(s) listed in its proposal unless the Company obtains the Authority's advance written consent to replace or substitute an ACDBE.

A. If an ACDBE is unwilling or unable to perform, the Company must notify the Authority's DBE Liaison Officer immediately of the ACDBE's inability or unwillingness to perform and provide a written request to terminate and/or substitute an ACDBE. Before transmitting such a request, the Company must give notice in writing to the ACDBE, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request. The Company must give the ACDBE five (5) days to respond to Company's notice and the ACDBE must advise the Authority and the Company of the reasons, if any, why it objects to the proposed termination of its contract with the Company and why the Authority should not approve the Company's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), the Authority may provide a response period shorter than five days.

B. When an ACDBE is terminated, or fails to complete its work on the contract for any reason, the Company is required to make good faith efforts to replace an ACDBE that is terminated for good cause with another ACDBE that is certified in accordance with 49 CFR Part 23 to meet the concession goal.

"Good cause" includes the following circumstances:

- The listed ACDBE fails or refuses to execute a written contract;
- The listed ACDBE fails or refuses to perform the work of its contract in a way consistent with normal industry standards, provided, however, that good cause does not exist if the failure or refusal of the ACDBE to perform its work results from the bad faith or discriminatory action of the Company;
- The listed ACDBE fails or refuses to meet the Company's reasonable, nondiscriminatory bond requirements;
- The listed ACDBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
- The listed ACDBBE is ineligible because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The Authority has determined that the listed ACDBE is not a responsible Company;
- The listed ACDBE voluntarily withdraws from the project and provides to the Authority written notice of its withdrawal;
- The listed ACDBE is ineligible to receive ACDBE credit for the type of work required;

- An ACDBE owner dies or becomes disabled with the result that the listed ACDBE is unable to complete its work on the contract; and
- Other documented good cause that the Authority determines compels the termination of the ACDBE, provided that good cause does not exist if the Company seeks to terminate an ACDBE it relied upon to obtain the contract so that the Company can self-perform the work for which the ACDBE was engaged or so that the Company can substitute another ACDBE or non-ACDBE after contract award.

C. If such a change is approved by the Authority, the Company must submit copies of executed contracts (i.e., subcontract, joint venture, partnership) legalizing the agreement between the Company and each ACDBE to the Authority's DBE Liaison Officer within ten (10) days of the date of the Authority's written notification of approval.

D. When a substitute ACDBE cannot be identified, the Company must provide documentation to the Authority of the good faith efforts made to locate another ACDBE to perform the work. If Company or a non-ACDBE firm performs the work originally committed to an ACDBE, the Company shall submit a revised ACDBE plan to the Authority detailing how the ACDBE goal will be met or will supply documentation detailing good faith efforts which have been made to meet the goal.

Section 8.07 – <u>Subcontracts</u>. The Company shall make available upon request of the Authority a copy of all ACDBE subcontracts. The subCompany shall ensure that all subcontracts or an agreement with ACDBEs to supply labor or materials require that the subcontract be performed in accordance with the provisions of 49 CFR Part 23.

Atlantic City International Airport - Suite 106
101 Airport Road
Egg Harbor Twp, NJ 08234
ATTN: Airport Director

Until such change is made, notices to Company shall be delivered as follows:

Departure Media Airport Advertising
180 Meeting Street, Suite 310
Charleston, SC 29401
ATTN: Leslie Bensen, CEO

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first above written.

WITNESS & ATTEST	**SOUTH JERSEY TRANSPORTATION AUTHORITY**
Cynthia Blasberg	Stephen N Dougherty
Cynthia Blasberg	Stephen F. Dougherty
Board Secretary	Executive Director
3/5/18	
Date Signed	
	DEPARTURE MEDIA AIRPORT ADVERTISING
2-15-18	By; Leslie Bensen
Date Signed:	Leslie Bensen, CEO

Date of Beneficial Occupancy March 1, 2018

	SOUTH JERSEY TRANSPORTATION AUTHORITY
3/2/18	By: Stephen F. Dougherty
Date	
	DEPARTURE MEDIA AIRPORT ADVERTISING
2-15-18	By: Leslie Bensen, CEO
DATE	Leslie Bensen, CEO

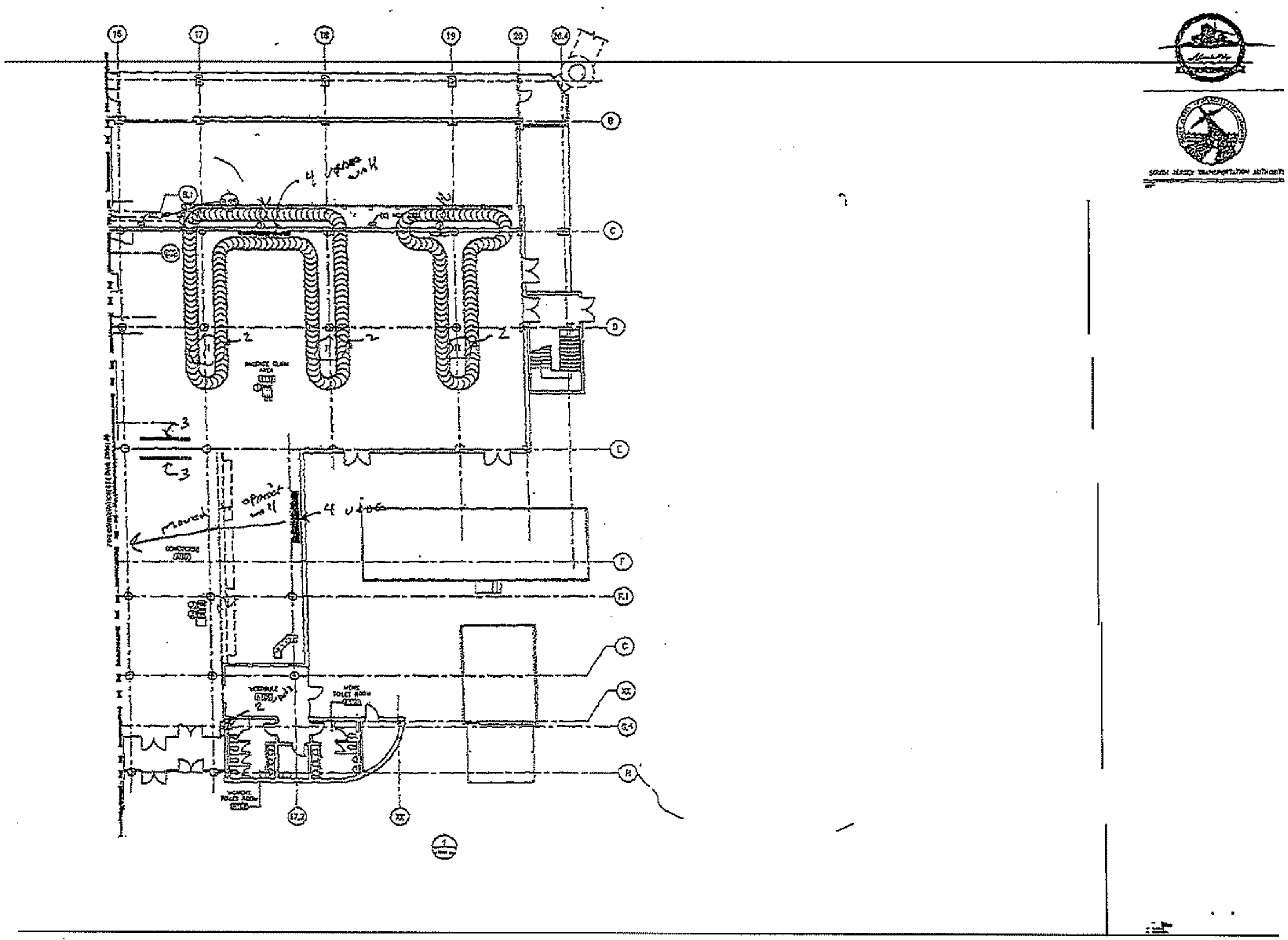


Exhibit A
Page 1

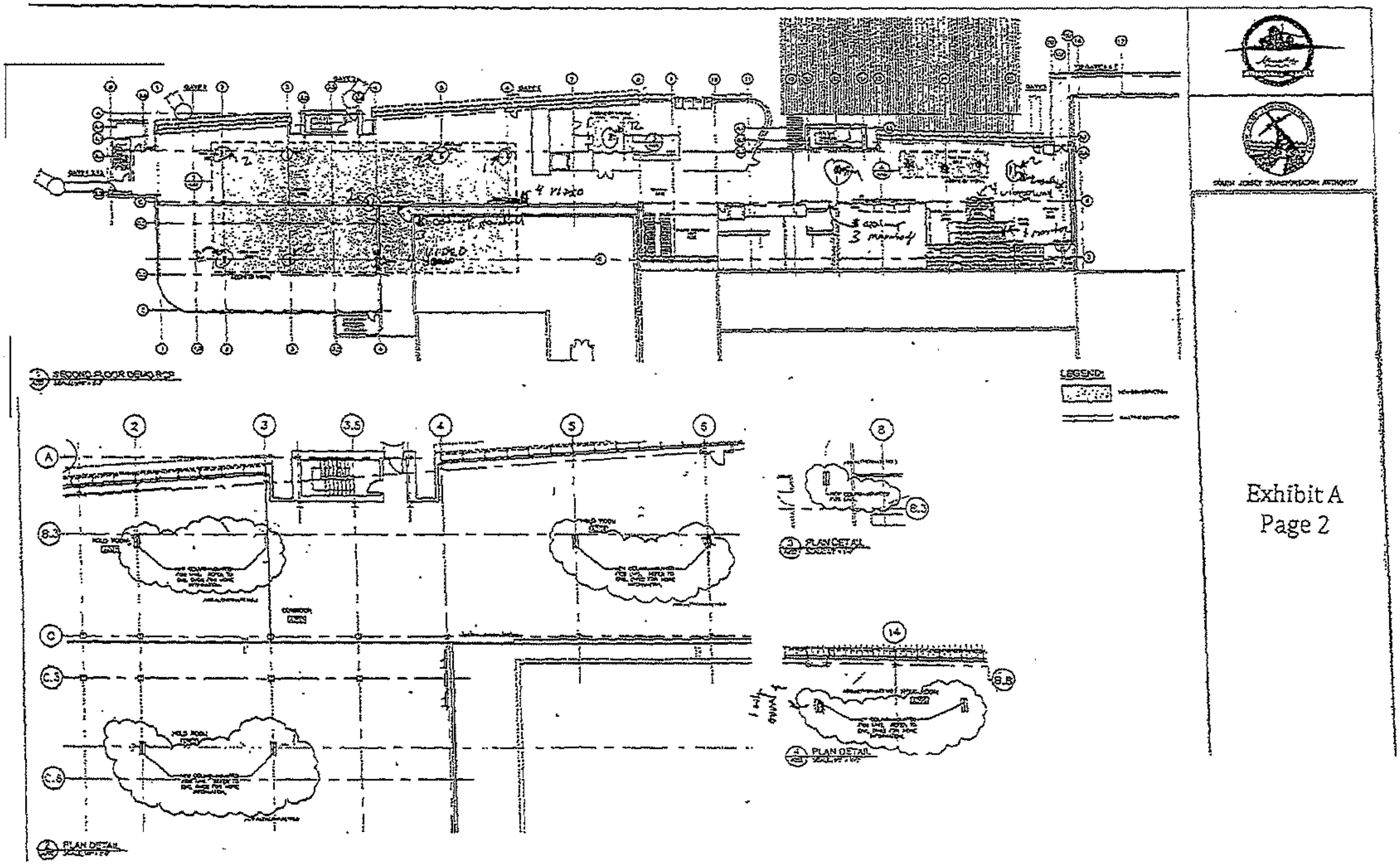
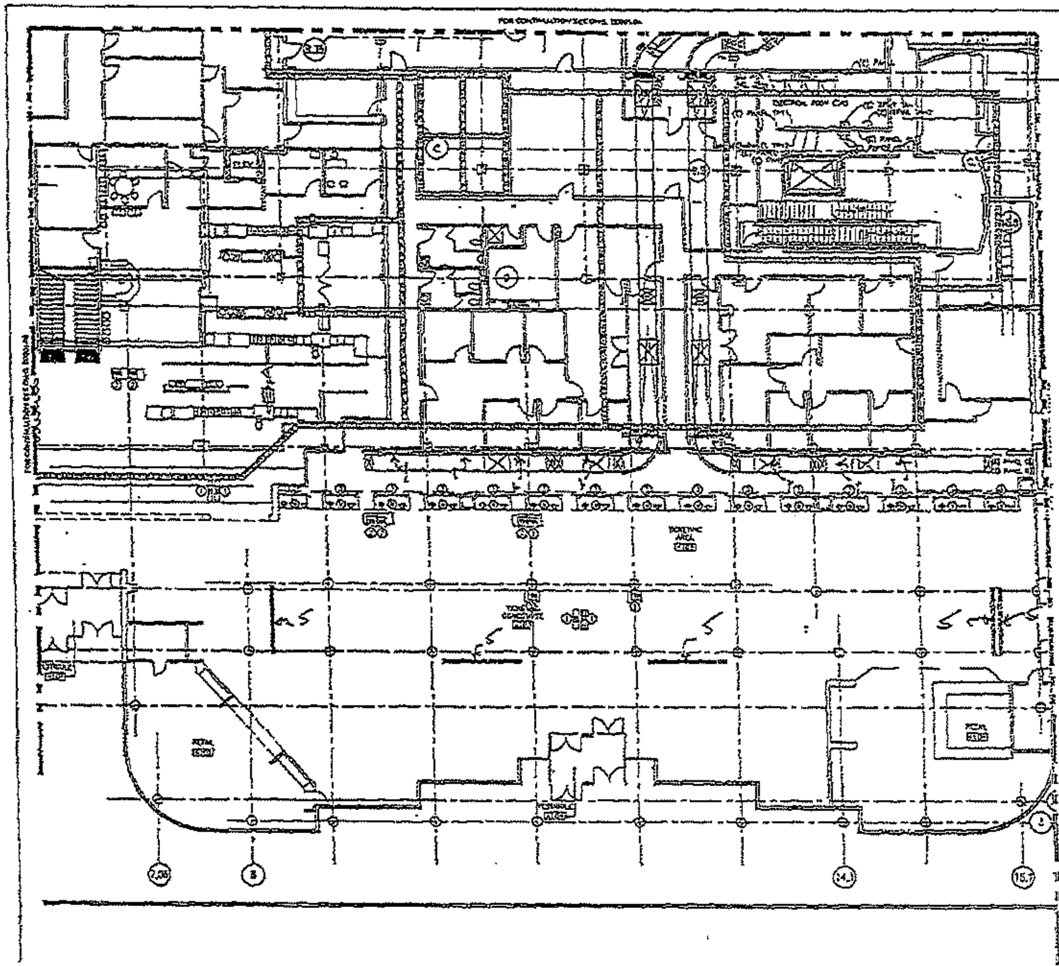


Exhibit A
Page 2



South Jersey Transportation Authority

Exhibit A
Page 3

Exhibit B
Sample Franchise Report

Departure Media,
Inc.
Monthly Report As Of November 30, 2017
___________Regional Airport

DEPARTURE
MEDIA
airport advertising

Corporate
180 Meeting Street
Suite 310
Charleston, SC 29417

Remittance
PO Box 161381
Atlanta, GA 30321

t. 843-571-2299
f. 843-571-2294
info@departure-media.com
www.departure-media.com

Contract Number	Advertiser Location	Monthy Fee
AGS-9152012	B1	$2,300.00
AGS 011513 JDP	B3	$1,500.00
AGS 122916 RIV	B4	$550.00
AGS - OF72015	FG2	$50.00
AGS 091917 POW	FG3	$625.00
AGS 72816 SA	M3	$270.00
AGS 092617 UMUC	M7	$10,725.00

Total Gross Revenues	$16,020.00
Less Expensables: (Page 15 Section 10.5.4)	($640.00)
Less: Standard Agency Commission:	$0.00
Adjusted Gross Revenue	$15,380.00
Annual E&D Total for 2016 - 552,156	
Percentage Due	20%

Amount Due	$5,383.00
Total Percentage Due Airport With Report	$5,383.00
Total Percentage Due Airport	$5,383.00

Exhibit C
Sample Advertising Contract