Appendix F
Automated Teller Machine (ATM) Services
The Reno-Tahoe Airport Authority (“Authority”) is soliciting proposals for the right to enter into a Nonexclusive Automated Teller Machine (“ATM”) Concession License (“License”) for an ATM Operator (“Proposer”). The Proposer will install and operate five (5) ATMs at the Reno-Tahoe International Airport (“RNO”) for a minimum term of five (5) years beginning on July 1, 2013. Upon the successful completion of this initial term, Proposer may request up to two (2) two (2) year extension options which shall be granted or denied by the Authority at its sole discretion.

The Authority will not accept Proposals which propose fewer than the designated number of ATM locations.

The intent of this request for ATM services is to select a qualified Proposer that will continue to provide passengers at RNO with consistent, first class ATM machines, products and services, together with other fixtures, equipment and furnishings necessary to reflect the overall Tahoe theme of RNO and to facilitate the operation of the ATMs, subject to the terms and conditions contained in this Request for Proposals. This RFP gives specific instructions regarding what to include and how to format the Proposal.

This Request for Proposals will be awarded to an ATM Proposer based, in part, on the following factors:

1. Transition plan including adequate staff, equipment, products and other assets to provide a smooth transition.
2. Demonstrated ability to provide high quality ATM products and services to the public.
3. Proposer shall have successfully operated and managed a combined ATM network of at least twenty-five (25) ATM machines that together generate a minimum annual gross revenue of Five Hundred Thousand Dollars ($500,000.00) for a period of three (3) or more continuous years within the last five (5) years, preferably at a high volume location such as a mall, airport, or other location comparable in size and complexity to the Reno-Tahoe International Airport.
5. Demonstrated ability to meet AUTHORITY insurance and indemnification standards as detailed in the included Exhibit A to this RFP.
6. Demonstrated history of meeting contractual and financial requirements.
7. Demonstrated ability to provide quality customer service at all times to ATM customers.
The structure of this opportunity will be a Nonexclusive ATM Concession License whereby the Proposer provides ATM services and customer support services on a seven (7) day a week, twenty-four (24) hour a day, three hundred sixty-five (365) days per year basis. As defined in greater detail on the following pages, for the privilege of this opportunity the Proposer shall remit an annually adjusted Annual Fee.

**Term**

The initial term of this Concession License is for five (5) years, for the period of July 1, 2013 to June 30, 2018. Upon the successful completion of this initial term, Proposer may request up to two (2) two (2) year extension options which shall be granted or denied by the Authority at its sole discretion.

**Minimum Acceptable Financial Offer**

Proposers are required to propose an Annual Fee to be paid during the first year of the ATM Concession License. That proposed amount may not be less than One Hundred Ten Thousand Dollars ($110,000.00).

**Fees**

**Customer Transaction Charge**: The Proposer may charge up to a maximum of Three and 00/100 Dollars ($3.00) for each customer transaction charge; any changes to customer transaction charges shall not be more than what is charged by the Proposer on a statewide basis and shall be subject to Authority’s reasonable approval.

**Annual Fee**: Proposer shall pay Authority an Annual Fee prorated to a monthly fee amount. The Annual Fee shall be adjusted annually, including any holdover and option periods, if granted, based on the percent increase of Enplaned Passengers for the immediately preceding annual period compared with the annual period prior to the immediately preceding annual period.

**Deposit**: For the duration of the License, including any extensions, the successful Proposer is required to provide a security deposit in the amount equal to three (3) month’s of the prorated Annual Fee.

**ATM Locations**

Five (5) locations determined by the Authority will be made available for installation and operation of the ATMs. In total there will be two (2) ATMs pre-security and three (3) ATMs post-security as shown on Exhibits A-1 through A-5 of the attached Exhibit A.

In the event the Authority desires to relocate any of the initial ATM locations to another area, such relocation shall be performed by the Proposer at the Authority’s sole cost and expense.
In the event the Proposer desires to relocate any of the initial ATM locations to another area, such relocation shall be performed by the Proposer only after approval by the Authority and at the Proposer's sole cost and expense.

**Airport Concessions Disadvantaged Business Enterprise ("ACDBE")**

It is the policy of the Authority to promote the objective of the Department of Transportation ("DOT") with respect to the participation of ACDBEs in DOT-assisted contracts. This policy has been formulated to comply with 49 CFR Parts 23 and 26. In accordance with those 49 CFR Parts 23 and 26, the Authority has implemented an ACDBE Program under which qualified firms may have the opportunity to operate an Airport Concession. Licensee shall use good faith efforts, as defined by federal law and that ACDBE Program, to achieve any established ACDBE participation goal.

The ATM Concession License is subject to the requirements of the U.S. DOT’s regulations. The Licensee 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 covered by 49 CFR Parts 23 (subpart F) and 26, as well as Title 49 CFR Part 27, Nondiscrimination on the Basis of Disability, in compliance with the intent of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), as amended.

Licensee agrees to include this non-discrimination language in any subsequent concession agreements that it enters and cause those businesses to similarly include the same non-discrimination language in their agreements.

**Current Operation and Historical Transaction Counts**

There are currently four (4) ATMs operating at RNO. Two (2) ATMs are pre-security and there is one (1) ATM located on each concourse.

Following are the current ATM locations and average location transaction activity levels over a two (2) year period beginning July 2010 through June 2012:

<table>
<thead>
<tr>
<th>Location</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
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<th>Mo. Avg.</th>
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<td>1,211</td>
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<td>1,391</td>
<td>1,398</td>
<td>15,784</td>
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<td>8,197</td>
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<td>7,807</td>
<td>7,222</td>
<td>90,122</td>
<td>7,510</td>
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</tbody>
</table>

Location 1  Baggage Claim  
Location 2  Terminal Lobby  
Location 3  B-Concourse  
Location 4  C-Concourse
Note: The Authority does not warrant the accuracy of this data. These figures are only offered as assistance and the Authority does not guarantee that future transactions will equal or exceed past transactions.

**Scope of Services**

The following information outlines the scope of services for ATM Services:

**ATM Network and Permitted Use**

Proposer shall provide ATMs that will handle transactions of customers' debit or credit cards by allowing the following:

1. Conduct all transactions in United States currency.
2. Provide access to network support from no less than three (3) of the following networks: Plus, Star, Cirrus, GlobalAccess, and Interlink; and accept no less than three (3) of the following credit cards: American Express, MasterCard, Visa, Discover/Novus.
3. Have posted a 24-hour service phone number with procedures for reporting problems.
4. All ATMs shall clearly identify the ATM services provider.
5. No ATM shall be used to display any advertising media.
6. Post in a clearly visible location on each ATM a list of transaction fees, transaction surcharges, or any other fees charged and to whom the transaction fees and/or surcharges apply.

**ATM Equipment Specifications**

1. All ATMs shall be freestanding (kiosk style), new, attractive, functional and resistant to rough usage and vandalism, and must meet the design standards established by the Authority, including custom ATM enclosures that complement the Tahoe sense of place. No refurbished or used ATM shall be acceptable at any RNO location.
2. Specifications include measurements, power requirements, heat output in BTUs per hour, weight, security requirements (such as bolting to the floor), picture or graphic clearly indicating the appearance of the ATM and the custom enclosure.
3. Use twenty dollar ($20.00) bills as the primary denomination for withdrawals; other denominations are encouraged (i.e., ten [$10.00] and five [$5.00] dollar bills).
4. Provide a written receipt option.
5. All ATMs at RNO shall meet Americans with Disabilities Act (“ADA”) regulations for approach height and reach, and shall accommodate use by the visually impaired.
6. All ATMs shall, at a minimum, support account inquiries, withdrawals, and cash advances.
7. All ATMs shall be modular with state-of-the-art electronics, processors, internet capabilities, recordkeeping, and reporting. Color monitors are required.
8. The ATMs must have the capability of being programmed in at least English and Spanish languages and additional foreign languages, if possible, to meet the needs of foreign travelers.
9. The ATMs shall be equipped with an alarm system. The selected Proposer may also provide and install surveillance camera systems, upon approval by the Authority.

**Minimum Service and Operating Requirements**

1. Proposer shall operate and maintain ATMs to serve the public twenty-four (24) hours each day, seven (7) days per week during the entire term of the License and as that License may be amended.
2. ATMs must be sufficiently stocked to accommodate customers at peak consumption periods. A minimum inventory of currency shall be maintained and monitored at all times. When the inventory reaches the minimum inventory level, it shall be replenished immediately by the selected Proposer.
3. The selected Proposer shall provide regular monitoring and timely response for repair of ATM equipment and reimbursements resulting from malfunction.
4. The ATMs and their enclosures shall be kept clean and in an orderly condition at all times. Routine maintenance for repairs, cleaning, and sanitizing must be performed on a regular basis to ensure clean, safe, and operational equipment.
5. The selected Proposer shall provide reasonable physical security, including internal security of the ATMs, and shall submit to the Authority for approval, on or before the commencement date, detailed written operating and security procedures. The Authority shall have a minimum of ten (10) working days to review such procedures.
6. The selected Proposer shall comply with all Federal Aviation Administration ("FAA") regulations and with all Authority rules and regulations.
7. The selected Proposer shall provide current insurance certificates evidencing the required coverages in the ATM Concession Agreement included as Exhibit A, and meet all indemnification standards.

**Facilities, Maintenance, and Repair to be provided by Authority**

The Authority shall provide the following:

1. An area for each ATM to be installed on the premises
2. Existing electric outlets
3. Basic lighting fixtures for general common area illumination
4. Heat and air conditioning at or around the premises for the general common area at no charge
5. Monthly utility usage fees (electrical and telecommunications) shall be supplied at no charge to Proposer
Facilities, Maintenance, and Repairs to be provided by Proposer

1. All improvements required for ATM equipment operation are to include, but not be limited to, finishes that reflect the Tahoe theme of RNO, necessary electrical, telephone, communication conduit and accessories, piping, duct work, equipment, and fixtures to complete the appearance, operating characteristics and operating requirements of the ATMs. All improvements are to be completed under the Authority’s Tenant Improvement Permit process.

2. Installation, connection, repair and maintenance of additional utilities. The selected Proposer will be responsible for bringing in any new power, communication lines, and other utilities needed from the nearest available electrical or utilities panel room to the ATM sites at Proposer’s sole expense. All improvements are to be completed under the Authority’s Tenant Improvement Permit process.

3. ATM repair and maintenance to ensure the units and their enclosures are clean and attractive in appearance.

4. Transporting any trash to designated refuse areas or recycling bins.

5. The initial testing of the ATMs.

Construction Standards, Rules and Regulations

The selected Proposer will be responsible for the installation of the ATMs and the approved custom ATM enclosures at the sole cost of Proposer. All Improvements by Proposer shall be subject to the Authority’s design guidelines and other Airport rules and regulations. The Proposer shall be responsible to submit a Tenant Improvement Permit to include transmittal of design and construction specifications and documents, including graphic renderings of the proposed custom ATM enclosures. The Tenant Improvement Permit must be reviewed and approved by the Authority prior to the commencement of the construction of any and all improvements.

Proposal Evaluation Criteria

All proposals shall be reviewed by an evaluation committee composed of employees and trustees of the Authority. Final selection shall be based upon the evaluators’ analysis of the information and materials required under the RFP and provided by the Proposers in their submissions. The Authority reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum requirements shall be reviewed for responses to the comparative evaluation criteria.

The following criteria shall be used as the weighting basis for evaluation of the proposal and the award recommendation:

1. Experience, creditworthiness and stability of the firm;
2. Ability to provide services, training, and reporting to meet the specific needs of the Authority;
3. Transition Plan;
4. Available technology and equipment and service delivery approach;
5. Customer service team and relations representation;
6. Proposed Annual Fee.

The award of contract may not be made to the Proposer submitting the lowest price proposal. The Authority will choose the Proposer who submits the most responsive and qualified overall proposal.

The RFP also allows for the Proposer to add other alternatives and ideas that will fulfill the objectives of the Authority.

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SUBMISSION REQUIREMENTS

Proposals shall be no more than twenty (20) pages in length inclusive of all attachments, drawings, illustrations, and product specifications. Financial statements are exempt from the page count.

Proposals will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFP requirements. The Authority reserves the sole right to determine the sufficiency of qualifications and experience of all Proposers.

Minimum Requirements

The Proposer must either certify to and/or demonstrate its ability to meet the following minimum qualifications and requirements:

☐ a. Proposer must have demonstrated the ability to successfully operate and manage a combined ATM network of at least twenty-five (25) ATM machines that together generate a minimum annual gross revenue of Five Hundred Thousand Dollars ($500,000.00) for a period of three (3) or more continuous years within the last five (5) years (“qualifying years”), preferably at a high volume location such as a mall, airport, or other location comparable in size and complexity to the Reno-Tahoe International Airport. If the Proposer is a new business, the identified owners, management staff, or executive officers must meet this experience requirement.

☐ b. Minimum acceptable financial offer amount for the first year’s Annual Fee may not be less than One Hundred Ten Thousand Dollars ($110,000.00).

☐ c. Each Proposal shall be accompanied by a Proposal Surety consisting of a bank cashier’s check, certified check, or bond payable to the Reno-Tahoe Airport Authority in the amount of Ten Thousand Dollars ($10,000.00). The check or bond shall be given as security to guarantee that the successful Proposer will enter into the ATM Concession License. The check or bond will be forfeited and surrendered to the Authority should the selected Proposer fail to enter in an ATM Concession License. Proposal Surety will be returned to unsuccessful Proposers within thirty (30) business days of License award by Authority’s Board of Trustees.

☐ d. Proposer must have a demonstrated history of meeting contractual and financial requirements.
**Relationship Representation**

This section is to allow the Proposer to clearly state who will staff the project as project manager and demonstrate Proposer’s ability to carry out the requirements of this contract.

a. Please designate the specific individual who will act both as project manager and the primary point of contact with the Authority. Please provide telephone and fax numbers, e-mail address and mailing address and brief biography for the project manager.

b. List the names, titles, phone, location, and e-mail addresses and provide brief biographies of any other relationship representatives and senior management that will be directly involved in and responsible for the contract with the Authority.

a. Describe the relationship management team that will service the account, as well as their functional responsibilities and their position in the overall Proposer’s firm. Will there be local representation for the Authority?

b. How many employees does the Proposer have in the ATM area involved in providing this service? What is the expected turn-around time on issue resolution? Is there any guarantee on the timing and escalation of issues?

**Qualifications and Experience**

In addition to the minimum requirements noted above, the Proposer is required to provide the following:

a. Outline Proposer’s qualifications and experience providing and maintaining ATM equipment including:

   i. Number of years and type of experience operating ATMs.
   ii. Number of years and type of experience operating ATMs at transportation centers.
   iii. Number of years and type of experience operating ATMs in locations governed by federal security regulations.
   iv. The experience and capability of the Proposer’s key personnel, including Proposer's designated representatives, as supported by a list of qualifications and resumes.

b. Provide a brief history and background of the Proposer, including parent and/or subsidiary companies relating to the ATM services.

c. Describe Proposer’s organizational structure especially as it applies to service provision and customer service. Does the Proposer have any joint ventures in place for merchant services? Explain.
d. What is Proposer’s future strategy as it relates to ATM services?

e. What related or enhanced services, if any, does Proposer offer?

f. Is customer service available 24/7? How is it provided? Are there any charges for technical or customer support services? What are the hours of operation for the customer service unit in the Pacific Time Zone?

g. Describe Proposer’s customer service organizational structure. Is the customer service function performed in-house, or is it outsourced? Where would the system’s support team be located?

h. Does Proposer use a third party for any segment of customer services? If yes, please explain fully.

Financial Capacity and Responsibility

The Authority requires a Proposer who is fiscally sound and able to provide the required equipment, products and services throughout the contract period. The Authority represents public funds and, as such, requires full transparency and disclosure on financial matters. Accordingly, Proposer must demonstrate financial capacity and responsibility including providing the following:

a. Outline the strength, size and financial stability of the Proposer’s financial and business structure and capacity, including Proposer’s credit quality and overall financial strength.

b. Demonstrate a net worth sufficient to sustain the business operations required to be performed and maintained pursuant to the ATM Concession License requirements.

c. If Proposer cannot provide a credit rating from a nationally recognized rating agency, proposers shall submit the past three (3) years of financial statements prepared in accordance with generally accepted accounting principles and with an independent CPA’s statement attached.

ATM Equipment

Provide a picture or graphic and the system requirements for the ATM equipment the Proposer is proposing, including measurements, power requirements, heat output in BTUs per hour, weight, security requirements (such as bolting to the floor). The picture or graphic should clearly indicate the appearance of the custom ATM enclosure, which must reflect the Tahoe theme of RNO.
Implementation and Transition Plan

The full implementation date for these ATM services is July 1, 2013. The following questions are to address how the Proposer proposes to ensure a smooth transition if the Proposer is selected:

a. Describe the ATM implementation process and the expected time frame for implementation.

b. What responsibilities and support does the Proposer anticipate will be needed from the Authority to successfully transition to the Proposer.

c. Specify the persons, by name and function, who will have primary responsibility for the ATM implementation.

Product Offering / Marketing Plan

a. What differentiates Proposer’s firm and the services offered from that of other competitors?

b. Explain why Proposer believes it was able to win its last two customers from its competitors.

c. What new services or features has the Proposer implemented in the past two (2) years?

d. Does Proposer anticipate any new services/technologies that would involve major changes in hardware or software in the next three (3) years? If so, what changes should the Authority anticipate and how should it plan for those changes on hardware issues?

e. Does Proposer have national or regional advertising programs to encourage use of Proposer’s ATM equipment and network at RNO?

f. What on-site signage does Proposer intend to propose as appropriate to identify and encourage use of the ATM equipment?

Fee Proposal

The Authority will only accept fixed Annual Fee proposals of no less than One Hundred Ten Thousand Dollars ($110,000.00). The successful Proposer shall provide monthly transaction reports per ATM to the Authority.
**References and Current ATM Client Base**

This section requests information on Proposer’s experience providing ATM services as well as current ATM clients.

a. Specify the number of clients for which Proposer is currently providing ATM equipment, products and services.

b. Proposer shall list at least three (3) relevant references. References shall include the following information:

   i. The name, address and telephone number of each client
   ii. The number of ATM machines for each client
   iii. The name and telephone number of the person the Authority may contact as a reference for each client
   iv. The amount of the contract for each client
   v. The dates of performance for each client

**Additional Submission Requirements**

Please provide information in response to the following questions:

a. If applicable, copies of any legal document affecting the financial status of Proposer which has been filed with any state or federal court. Documentation will be kept confidential, if required.

b. Proposer’s Certificate executed by Proposer

c. Sample Nonexclusive ATM Concession License – the terms and conditions in the sample License, including insurance requirements, are attached to this Appendix as **Exhibit A**. Proposers do not need to sign the License at the time of the proposal submission; however, if the Proposer has any exceptions to the proposed terms and conditions, please indicate in the RFP submission.
EXHIBIT A
NONEXCLUSIVE AUTOMATED TELLER MACHINE
CONCESSION LICENSE
RENO-TAHOE AIRPORT AUTHORITY
RENO-TAHOE INTERNATIONAL AIRPORT

NONEXCLUSIVE AUTOMATED TELLER MACHINE CONCESSION LICENSE

Reno-Tahoe Airport Authority
P.O. Box 12490
Reno, NV 89510
775-328-6400
Fax 775-328-6564
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### Signatures

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**Exhibit A - Assigned Areas:**

- Exhibit A-1 - Main Terminal Lobby
- Exhibit A-2 - Baggage Claim
- Exhibit A-3 - B-Concourse
- Exhibit A-4 - C-Concourse
- Exhibit A-5 - Concourse Connector
RENO-TAHOE AIRPORT AUTHORITY
RENO-TAHOE INTERNATIONAL AIRPORT

NONEXCLUSIVE AUTOMATED TELLER MACHINE
CONCESSION LICENSE

THIS NONEXCLUSIVE AUTOMATED TELLER MACHINE CONCESSION LICENSE (“License”), entered into this ______ day of ____________, 2013, by and between the Reno-Tahoe Airport Authority, a quasi-municipal corporation organized under Chapter 474, Statutes of Nevada 1977, as amended, with its principal office at Reno-Tahoe International Airport, 2001 East Plumb Lane, Reno, Nevada 89502 (“Authority”), and __________________, an ATM services provider with its principal office at _____________________ (“Licensee”).

WITNESSETH:

WHEREAS, Authority owns and operates Reno-Tahoe International Airport, located in the City of Reno, Washoe County, Nevada (“Airport”), as a commercial aviation facility and is authorized to contract for the use of Airport premises and facilities and the provision of products and services thereon; and

WHEREAS, Licensee is a _____________ an ATM services provider engaged in the business of providing automated teller machine (“ATM”) services and related products and services; and

WHEREAS, Authority published a Request for Proposal (“RFP”) and conducted a public, competitive process to select a nonexclusive ATM service provider to provide ATM services and related products to the traveling public at the Airport; and

WHEREAS, Licensee submitted a certain Proposal in response to the aforementioned RFP, which Proposal complied with the terms of the RFP and demonstrated Licensee’s willingness and ability to properly provide such ATM services and products at the Airport; and

WHEREAS, Authority deems it advantageous to itself and to its operation of the Airport to enter into a Nonexclusive Automated Teller Machine Concession License (“License”) with Licensee on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Authority and Licensee do hereby agree to the following:

ARTICLE 1
DEFINITIONS

For all purposes hereunder, those certain words and phrases defined in this Article shall have the following meanings when used in this License:

Section 1.01 - “Airport” means the Reno-Tahoe International Airport, owned and operated by Authority as a commercial aviation facility in the City of Reno, Washoe County, Nevada, and as it might be expanded or developed.
Section 1.02 - “Airport Concession Disadvantaged Business Enterprise or ACDBE” means a concession that is a for-profit, small business concern (a.) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b.) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. This definition may automatically change by amendment of applicable law.

Section 1.03 – “Airport Concession Disadvantaged Business Enterprise Program or ACDBE Program” means that written program, adopted and as it might be amended by Authority, for participation by ACDBEs in concession opportunities at Airport.

Section 1.04 - “Airport Terminal” and “Terminal” means the passenger terminal building at the Airport.

Section 1.05 - “Annual Fee” means the fee that is charged on an annual basis pursuant to Sections 5.02 and 5.03 herein.

Section 1.06 - “Assigned Area” means the area or areas at the Airport designated by this License and the Exhibits thereto as the place where the business of Licensee may be conducted as designated by the President/Chief Executive Officer.

Section 1.07 - “Customer Transaction” means any function completed by a patron which includes a transaction number or other tracking number which shall include but not be limited to cash withdrawal, electronic payment of accounts or third-party bills, acquiring tickets or activity passes, purchasing stamps, or printing statements or reports. The account inquiry function will not be considered a transaction.

Section 1.08 – “Enplaned Passenger” means any passenger boarding aircraft at the airline passenger terminal facility at the Airport.

Section 1.08 - “License” means this Nonexclusive Automated Teller Machine Concession License, together with any Exhibit(s) hereto and/or any other document(s) incorporated herein by reference including, but not limited to, Authority’s 2013 Request for Proposals for Banking Services, Appendix F, Automated Teller Machine Services (“RFP”), published to solicit a concessionaire for this License, Proposer’s Proposal submitted in response thereto, any correspondence between the parties, and any written amendment(s) hereof duly approved and signed by the parties.

Section 1.09 – “Licensee” means any individual, company, corporation, partnership or other entity that has a lease, permit or License to conduct a non-airline related business in the Airport.

Section 1.10 - “President/CEO” shall mean the President/Chief Executive Officer of the Reno-Tahoe Airport Authority, as appointed by Authority’s Board of Trustees (the “Board”), or any successor or successors to the duties of such officer.

Section 1.11 - “Year” means License year, unless otherwise specified. “Year” may also mean or include any portion of any calendar year, consistent with the terms hereof regarding holdover.

ARTICLE 2
TERM

Section 2.01 - Term; Holdover.

A. This License shall be effective as of July 1, 2013 and continue for a period of five (5) years. The term of this License shall end on June 30, 2018, unless sooner terminated in accordance with other provisions of this License.

B. If Licensee, with Authority’s written consent, remains in use of the Assigned Areas after the expiration of the term hereof, including, but not limited to, any Option Period, such holding over shall not be deemed as a renewal or extension of this License but shall create only a calendar month-to-month continuation thereof, which Authority may terminate at any time upon thirty (30) calendar days written notice to Licensee, subject to all other terms hereof including, but not limited to, those pertaining to the Annual Fee (pursuant to Sections 5.02 and 5.03). Notwithstanding, the terms of this Section are subject to continuation by Licensee of ATM concession services at Airport upon the expiration or termination of this License until Authority’s procurement of a new licensee to provide such services.

Section 2.02 - Termination. Unless terminated prior thereto, this License shall expire on the last day of the term or any Option Period extension granted thereto in accordance with Section 2.03.

Section 2.03 - Options. Licensee may have up to two (2) two (2) year extensions of this License. The period July 1, 2018 through June 30, 2020 shall be known as Option Period One. Concessionaire shall request Option Period One by giving written notice to Authority not later than April 1, 2018. The period July 1, 2020 through June 30, 2022 shall be known as Option Period Two. Concessionaire shall request Option Period Two by giving written notice to Authority not later than April 1, 2020. At the President/CEO’s discretion, Concessionaire’s request for each extension may be presented to the Board for its approval prior to each Option Period and the Board may grant or deny that request at its discretion.

Section 2.04 - Amendment and Rent Adjustment. In the event Licensee shall, with the consent and approval of Authority, extend its term for any Option Period as described in Section 2.03 herein, on the Assigned Area after the expiration of the Term of this License, such extension shall be in writing by Amendment to this License on the same terms, conditions, and covenants herein contained, except that the Annual Fee is subject to adjustment pursuant to Section 5.03 herein.

Section 2.05 - Surrender. Notwithstanding any other term hereof, no notice to quit possession at the expiration or termination of this License shall be necessary. At the expiration or termination hereof, Licensee shall peaceably surrender possession of the Assigned Areas in good condition, reasonable wear and tear, acts of God, and other casualties excepted, and Authority may repossess the Assigned Areas with or without legal process. Licensee’s surrender of the Assigned Areas shall be subject to Authority’s prior written approval, which approval may, at Authority’s discretion, include, but not be limited to: (a.) consideration whether Authority has procured a new provider of ATM services; and (b.) a schedule for removal of Licensee’s ATM equipment.
Section 2.06 - Physical Inspection. Licensee covenants and agrees and represents that it, or its authorized agent, has made a physical inspection of the Assigned Area and is satisfied that Licensee can construct the improvements and conduct the business and use authorized by this License in the Assigned Area. Licensee agrees to accept the Assigned Area and waives any representation or warranty, expressed or implied, on the part of Authority as to the fitness of the Assigned Area for Licensee's intended use and purpose.

Section 2.07 - Relocation of Assigned Area. It is understood that during the term of the License, Authority may require the Assigned Area for other purposes including, but not limited to, Airport improvement, expansion or development, thereby affecting the location. Authority, therefore, reserves the right to designate another licensed area on the Airport, and reserves the right to relocate Licensee upon thirty (30) days written notice to such “other” licensed area, provided that the “other” licensed area designated by Authority is supplied with services comparable to that of the Assigned Area.

Section 2.08 - Amendments. This Concession License may be modified, altered or expanded with the written approval of all parties signatory to this document.

ARTICLE 3
ASSIGNED AREA(S) AND PRIVILEGES

Section 3.01 - Assigned Area(s). Authority hereby assigns to Licensee and Licensee hires and takes from Authority Assigned Area concession space as shown on the attached Exhibit A as Exhibits “A-1”, “A-2”, “A-3”, “A-4” and “A-5” and described as being areas in separate locations as follows:

1 unit located pre-security in the main terminal lobby (Exhibit A-1)
1 unit located pre-security in baggage claim by door B (Exhibit A-2)
1 unit located post-security on the “B” Concourse, near Gate B-3 (Exhibit A-3)
1 unit located post-security on the “C” Concourse, near Gate C-2 (Exhibit A-4)
1 unit located post-security on the second floor Connector Concourse under the FIDS at the entrance to the Concourse Connector area from the Security Checkpoint exit (Exhibit A-5)

The size of each Assigned Area shall be so designated to encompass the size of the equipment providing ATM services, and such equipment shall be of a size consistent with industry standards for equipment providing the services contemplated by this License.

Section 3.02 - Use of Assigned Area(s). Licensee has the right to occupy, maintain and operate ATMs from the Assigned Area(s) as herein set forth and for other lawful business purposes incidental thereto, but not for any other purpose.

Section 3.03 - ATM Concession. Licensee is hereby granted a nonexclusive ATM concession to install, maintain and operate ATMs in the Assigned Area(s) for the purpose of providing access to debit and/or credit card networks offered by Licensee to the general public, passengers, visitors, and tenants of Authority.

Section 3.04 - Conflict with Existing Licenses. Should a conflict arise between Licensee and other tenants at the Airport regarding the scope of concession privileges, the President/CEO will serve as arbiter. Licensee has the right to appeal to the Board, and agrees to abide by its decision. Authority has the right to amend the License to avoid violation of existing concession
Licenses or violation of federal grant assurances concerning discrimination among concessionaires and similar provisions.

Section 3.05 - Ingress and Egress. Licensee shall have reasonable rights of ingress and egress from its Assigned Area(s) 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 Authority. Such rights of ingress and egress shall apply to Licensee’s employees, guests, patrons, invitees, suppliers and other authorized individuals. The rights of ingress and egress likewise apply to the transport of equipment, material, machinery and other property. Nothing herein shall be construed to require that Authority provide ingress and egress for suppliers through the Terminal or permit ramp access for deliveries or employees. Further, Authority shall have the right to restrict deliveries for customer service and security reasons.

Section 3.06 - Vehicle Parking. While Authority may provide parking facilities to Licensee’s employees in common with employees of other Licensees and users of the Airport, it retains the right to impose a reasonable charge for the privilege of utilizing these parking facilities.

ARTICLE 4
OPERATIONAL STANDARDS

Section 4.01 - Compliance. Licensee shall comply with all Federal Aviation Administration regulations and with all Authority rules and regulations. The President/CEO shall have the right to determine Licensee’s compliance with all operational standards and conditions. Licensee’s failure or refusal to comply with these operational standards and conditions shall be deemed a default in its performance hereunder and may be grounds for termination of this License.

Section 4.02 - Customer Transaction Charges. Licensee shall charge _______ and 00/100 Dollars ($__.00) for each customer transaction during the Term of this License. Any changes in charges shall not be more than what is charged by Licensee on a statewide basis. Any changes in such price structure shall be subject to Authority’s reasonable approval.

Section 4.03 - Security of Assigned Area(s). Authority shall provide at all times during the term hereof reasonable physical security within the Airport Terminal. Licensee shall be responsible for providing reasonable physical security for the ATMs, including internal security of the ATMs, at Licensee’s own expense, which may include special surveillance system requirements. On or before the commencement of the term of this License, Licensee shall submit to Authority detailed written operating and security procedures. The Authority shall have a minimum of ten (10) working days to review such procedures.

Section 4.04 - Hours of Operation. Licensee shall keep its concession business open to the public twenty-four (24) hours each day, seven (7) days a week, fifty-two (52) weeks each year to provide a high level of service to the traveling public. The President/CEO shall have the right to approve and modify the hours of operation of the concession as the President/CEO, in his or her reasonable discretion, shall determine from time to time during the term of this License.

Section 4.05 - Quantity and Type of Inventory. Currency in denominations sufficient to meet all market demands of customers at the Airport, including peak times, shall be maintained and monitored at all times and be available during all hours of operation. The President/CEO may request a proposed change in inventory and inventory quantity must consist of minimum stock to meet public demand. All such currency shall be and remain the property of Licensee.
Section 4.06 - Type of Operation. Licensee will provide all ATM services on a fair, reasonable and nondiscriminatory basis to all users of the Airport. Licensee will maintain and operate the concession in a first-class manner and will keep the Assigned Area(s) in a safe, clean, orderly and inviting condition at all times, to the satisfaction of the President/CEO.

A. The President/CEO shall have the right to approve all point of sale displays that may affect safety of the passengers and/or security of the revenues.

B. Licensee shall have the right to place a sign or signs on the Assigned Area(s) which indicate the location of the ATMs and on the ATMs which evidence operating instructions, identity of ownership of ATMs and the network systems to which such ATMs afford access and utilization. The sign(s) and the location for the installation of the same shall be subject to the prior consent and approval of Authority, and shall meet the Authority's design guidelines.

C. Licensee agrees that, in the event Licensee desires to develop and establish any additional programs to advertise and market the existence of its business operations located at the Airport, Licensee will contract for such program with Authority's advertising agency of record, whose name and contact information will be provided to Licensee upon request.

Section 4.07 - ATM Services. Licensee shall not in any way subordinate its functions of serving patrons on the Assigned Area(s) to any other functions set forth in this License. Licensee shall serve, in an expeditious manner, all customers in the Airport. Licensee shall provide adequate service and repair personnel to furnish the above-mentioned services, including peak service demand periods. Licensee shall furnish good, prompt and efficient service, adequate to meet all demands at the Assigned Area(s); furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; charge fair, reasonable and nondiscriminatory prices for all services which it is permitted to render; and shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions as well as Authority rules and regulations which may pertain and apply to its operations or the use and occupancy of the Assigned Area(s). Failure of Licensee to address and correct problems resulting from operational issues will be considered a breach of this License. Failure of Licensee to follow up on and resolve complaints in a manner satisfactory to the Authority resulting from operational and inadequate inventory demands will also be considered a breach of this License.

Licensee shall maintain, keep and provide to Authority upon request, records and reports of complaints and surveys of service levels to confirm that an appropriate level of service is being provided at the Assigned Areas.

Section 4.08 - Waste Disposal. Authority will provide reasonable janitorial services within the Terminal, at its sole cost and expense, to keep the public areas reasonably clean and free from garbage, rubbish, refuse, dust, and dirt. Licensee is responsible to transport any trash from the Assigned Areas to designated refuse areas or recycling bins.

ARTICLE 5
FEES

Section 5.01 - Security Deposit.
A. On the date that Licensee signs this License, but in no event later than July 1, 2013, Licensee shall deposit with Authority an irrevocable standby Letter of Credit or Surety Bond in the amount of three (3) months of the prorated monthly Annual Fee, conditioned on the faithful performance of all terms, conditions, and covenants. This amount shall be subject to annual review and adjustment by Authority during the term of this License. If Authority determines that the amount of the deposit shall be increased, it shall give thirty (30) calendar days written notice to Licensee, stating the amount of the increase and the reason therefor, and Licensee shall ensure that the deposit is so increased within those thirty (30) days. Licensee shall maintain the Letter of Credit or Bond in effect during the entire term and any Option periods or holdover of this License. Upon any default by Licensee under the terms of this License, Authority may seek recovery on the Letter of Credit or Bond for any and all amounts payable to Authority or damages recoverable by Authority pursuant to the terms of or resulting from Licensee’s default under this License.

B. Notwithstanding the foregoing, if at any time during the term of this License, Licensee fails to make any payment due hereunder of any fee, charge or assessment (including, but not limited to, late payment charges and any and all costs of collection), and any such material default has not been cured according to the provisions of Section 8.02 and Article 10 hereof, then Authority may make a demand upon the issuer of the security instrument or upon the cash deposit, as the case may be, for payment of the amount of the Licensee’s unpaid obligation, without prior notice to Licensee. In such event, the Authority will require replacement of the total amount drawn and, at its option, may require Licensee to deliver a Supplemental Security Deposit to Authority in an amount and in such form as Authority deems necessary to protect Authority against future defaults.

C. Within thirty (30) days following the termination of this License, whether said termination be at the expiration of the term of this License or otherwise, Authority may make a demand upon the issuer of the security instrument or upon the cash deposit, as the case may be, for payment of any remaining unpaid obligation of Licensee, without notice to Licensee. Any such demand by Authority and payment by the issuing security instrument institution or by the cash deposit shall not serve to relive Licensee of its obligations hereunder or waive Authority’s rights and remedies under this License.

Section 5.02 - Annual Fee. Licensee shall pay Authority, for the first year of the license term, an Annual Fee of _______________________00/100 Dollars ($__________.00). Upon the Authority’s granting of any Option Period to Licensee, a new Annual Fee will be calculated at the discretion of Authority, but in no event is the amount of the Option Period Annual Fee to be less than _________________________ and 00/100 Dollars ($__________.00). If, after the expiration of the term hereof including, but not limited to, any Option Period, if granted, Licensee remains in use of the Assigned Areas via month-to-month holdover as provided herein, then Licensee shall pay, for each holdover month, a prorated monthly Annual Fee payment based on the Annual Fee as adjusted pursuant to Section 5.03 herein.

Section 5.03 - Annual Fee Adjustment. The Annual Fee shall be adjusted each Year including, but not limited to, any holdover as set forth in Section 2.01 and any Option Period, if granted, based on the percent increase of Enplaned Passengers for the immediately preceding Year compared with the Year prior to the immediately preceding Year, excluding any additional
amount paid by Licensee to Authority during that immediately preceding Year as an additional fee or cost under Section 5.04 or service charge under Section 5.06 herein. In no event shall the Annual Fee for any Year, including, but not limited to, any holdover and any Option Period, be less than that for the preceding Year.

Section 5.04 - Additional Fees and Costs. Subject to all terms hereof, Licensee shall pay additional fees and charges, as additional rent, if Authority:

A. Has paid any sum or incurred any obligation or expense for which Licensee has agreed to pay or reimburse Authority;

B. Must pay any sum or incur any obligation or expense because of the failure, neglect or refusal of Licensee, after appropriate notice and time for cure as further set forth herein, to perform or fulfill any term of this License; or

C. Is fined or otherwise penalized as a result of the activities, operations or other conduct of Licensee or anyone acting by or for Licensee, its agents, employees, invitees or licensees, including, but not limited to, any fine, penalty or the like imposed on or assessed against the Authority by the Transportation Security Administration ("TSA") or any other agency for the violation by Licensee or any such person of any federal airport security requirement.

Such payments shall include, but not be limited to, all interest, costs, damages, penalties and administrative fees in conjunction with such sums so paid or expense so incurred and may be added to any installment of the rents, fees and charges due hereunder. Authority shall provide Licensee with documentation supporting its demand for any such payment, and Licensee shall pay such amount within thirty (30) calendar days of Authority's written demand. Each and every part of such payment shall be recoverable by Authority in the same manner and with like remedies as if it were originally a part of the rent, fees and charges set forth herein.

Section 5.05 - Method of Payment.

A. All payments due to be paid by Licensee to Authority will be by check made payable to the Reno-Tahoe Airport Authority and delivered by mail to the Reno-Tahoe Airport Authority, Accounts Receivable Department, P. O. Box 12490, Reno, NV 89510-2490, or to such other place as designated by written notice to Licensee by Authority.

B. By the twentieth (20th) day of each month, Licensee will submit to Authority a Statement of ATM transaction activity derived from Licensee’s concession for the previous month. This statement will show an itemized list of each ATM at the Airport and the number and types of activity.

C. In the event any required payment is not made by Licensee, as required, and remains unpaid for a period of thirty (30) days or more, Authority will be entitled to, and Licensee will pay to Authority, interest at the rate of eighteen percent (18%) per annum on all amounts unpaid thirty (30) days past the due date.

Section 5.06 - Unpaid Fees or Charges. Except as otherwise expressly provided herein, any fee or charge not paid when due shall bear a service charge at the then highest rate established from time to time by Authority (currently set at eighteen percent (18%) per year), from the date due until
fully paid. Licensee shall pay and discharge all costs and expenses incurred or expended by Authority in collection of delinquent amounts due hereunder including, but not limited to, service charges, professional collection fees and attorney fees. The words "fees or charges" as used in this Lease, shall include the Annual Fee under Section 5.02 and all other additional fees, charges and payments that this License requires Licensee to pay Authority or any third party, however designated.

Continued failure by Licensee to pay any delinquent amount and accrued service or other charge within five (5) calendar days of Authority's written notice of such delinquency shall be a material breach hereof, and Authority may, at its discretion, thereupon pursue all available remedies for the collection and cure of such breach including, but not limited to, those recited herein and provided by law.

Section 5.07 - Utilities. Authority shall provide, at no cost to Licensee, utilities within the terminal building. However, any cost to (a.) extend service to the ATMs; (b.) provide utilities not currently provided by the Authority; or (c.) increase the capacity of any utility currently provided by the Authority, shall be at the sole cost of Licensee. Monthly utility usage fees (electrical and telecommunications) shall be supplied by the Authority at no charge to Licensee.

Section 5.08 - Accounting System. Licensee shall install and use or cause to be installed and used at all Assigned Area(s), invoicing machines and other automatic accounting equipment or devices required to properly and accurately record the customer transactions, cash withdrawal services, account inquiries, and other business transactions made by Licensee under this License.

ARTICLE 6
REMODELING, INSTALLATION, REFURBISHMENT AND REMOVAL

Section 6.01 - Installation of Improvements. Licensee will install electrical service for each ATM and a separate conduit for the establishment of telecommunications, if required, to accommodate Licensee's equipment. Licensee shall comply with Authority's policies and procedures for review, modification and approval of tenant projects, including without limitation, submittal of a Tenant Improvement Permit and other documentation as required, and as such policies, procedures and required form(s) shall be amended from time to time. Licensee's submittal to Authority shall include, but not be limited to, a completed Tenant Improvement Permit, drawings, plans and specifications for any improvements, modification or renovation of the Assigned Areas, and copies or samples of materials and finishes to be installed in the Assigned Areas.

Licensee will commence construction of improvements in its Assigned Area(s) no later than five (5) days from the date of notice to proceed unless otherwise instructed in writing from Authority's Designated Representative.

Section 6.02 - Plan Submittal. Preliminary plans and specifications for proposed improvements to the Assigned Area(s) shall be submitted by Licensee to Authority for approval in compliance with Authority's Tenant Improvement Permit process. Licensee shall include in its submittal the timing and sequence of such construction, which shall assure that construction will occur with as little disruption to the Airport and passengers as possible. Approval by Authority shall extend to and include, but not be limited to, architectural and aesthetic matters, and Authority reserves the right to require Licensee to resubmit designs and layout proposals until
they meet Authority’s approval. Such approval shall include, but not be limited to, compatibility with design of the Airport and other tenants.

**Section 6.03 - Construction Period.** In no event will the construction period be longer than fifteen (15) days after receipt of Notice to Proceed unless otherwise instructed in writing from the Authority’s Designated Representative.

**Section 6.04 – Refurbishment.** Effective July 1, 2018, if the Authority has granted Option Period One to Licensee, then Licensee shall, at its own sole cost, except as otherwise herein expressly provided, develop, refurbish and/or otherwise improve Licensee’s equipment and custom ATM enclosures in the Assigned Areas to refresh and improve the equipment and enclosures to an as-new condition, as approved by the Authority in its sole discretion, pursuant to the Authority's Tenant Improvement Permit process.

**Section 6.05 - Contractor’s Insurance and Bonds.** Contractors must be licensed in the State of Nevada. Licensee shall further require the contractor to procure Contractor's Commercial General Liability and Property Damage, Automobile General Liability, and Workers Compensation/Employer’s Liability Insurance in an amount not less than the requirements as provided on the Tenant Improvement Permit for Airside or Non-Airside insurance coverages. All policies (except for the Workers’ Compensation policy) shall name, and Certificates of Insurance shall show by separate endorsement, that policies name the Authority, its trustees, officials, agents and employees as Additional Insureds. Licensee shall, before the commencement of any work, furnish Authority with evidence that the contractor or contractors are covered to the satisfaction of the President/CEO with insurance as outlined above. If at any time during the continuance of the contract the Authority determines, in its reasonable discretion, that a surety on the contractor’s bond or bonds becomes irresponsible, the Authority shall have the right to require additional and sufficient sureties which the contractor shall furnish within ten (10) days after notice to do so.

**Section 6.06 - Notice of Completion.** Upon completion of the approved improvements, Licensee must provide Authority notice of final installation and placement of the ATMs on Licensee's Assigned Area(s).

**Section 6.07 - Removal or Demolition.** Licensee shall not remove or demolish, in whole or in part, any improvements upon the Assigned Area(s) without the prior written consent of the President/CEO. Consent may be conditioned upon the obligation of Licensee to replace the same by a specified improvement. The President/CEO shall not withhold consent unreasonably.

**Section 6.08 - Liens.** Licensee will cause to be removed any and all liens of any nature, including but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Licensee or any of its contractors or subcontractors upon Licensee’s Assigned Area(s) or arising out of or because of the performance of any work or labor to it or them at said Assigned Area(s) or the furnishing of any materials to it or them for use at said Assigned Area(s). Should any such lien be filed, Licensee will bond against or discharge the same within ten (10) days after written request by Authority.

**Section 6.09 - Ownership.** Ownership of the ATMs shall at all times be and remain vested in Licensee. The ATMs shall not under any circumstances constitute, be or be deemed to be, fixtures annexed to Authority’s real property. Such ownership shall not prevent Licensee from using equipment acquired on a rental basis or from issuing debt-related financial instruments backed by interest in the ATM equipment.
ARTICLE 7
MAINTENANCE AND REPAIRS

Section 7.01 - Cleaning, Maintenance, and Repairs. Licensee agrees to keep all the ATMs, including the custom enclosures, clean and in an orderly condition at all times at Licensee’s own expense, including routine maintenance for repairs, cleaning and sanitizing which must be performed on a regular basis to ensure clean, safe and operational equipment and to preserve a safe and functional area for the use and operation of the ATMs. Licensee agrees to provide regular monitoring and timely response for repair of ATM equipment and reimbursements resulting from malfunction.

Section 7.02 - Inspection. The President/CEO or his or her duly appointed representatives shall have the right to enter Licensee’s Assigned Area(s) to:

A. Inspect the Assigned Area at reasonable intervals during Licensee’s regular business hours or at any time in case of emergency, to determine whether Licensee has complied with and is complying with the terms and conditions of this License. The President/CEO may, at his or her discretion, require Licensee to make repairs at Licensee’s own cost; and,

B. Perform any and all things which Licensee is obligated to and has failed to do after five (5) days written notice to act, including maintenance, repairs, and replacements to Licensee’s Assigned Area(s). The cost of all labor, materials, and overhead charges required for performance of such work plus a ten percent (10%) administration fee will be paid by Licensee to Authority within ten (10) days following receipt of invoice by Licensee.

ARTICLE 8
LIABILITY, INDEMNITY AND INSURANCE

Section 8.01 - Insurance. Licensee shall, at its sole cost and expense, self-insure or procure and maintain in effect at all times during the term of this License insurance coverage with limits not less than those set forth herein with insurers and under forms of policies satisfactory to the President/CEO of Authority, acceptance of which shall not unreasonably be withheld. The President/CEO reserves the right to require complete copies of such insurance policies for the purpose of determining acceptability. Licensee shall furnish Authority with copies of policies or certificates from insurance carrier(s) showing all insurance required hereunder to be in full force and effect during the entire term of this License. Certificates shall show by separate endorsement and policies shall contain the provision that written notice of cancellation or of any material change in coverage under said policies shall be delivered to the President/CEO thirty (30) days in advance of the effective date thereof; provided, however, Licensee shall be responsible for such notification to Authority whether or not the insurer complies. Licensee is required to provide and maintain the following insurance:

A. General Liability Insurance coverage provided on standard forms for Bodily Injury and Property Damage Liability with a total limit of at least $2,000,000.00 per occurrence which will include but not be limited to the following extensions:
   1. Assigned Area(s) and operations;
   2. Blanket Contractual, including coverage for assumption of liability set forth in this License;
3. Liability while operating mobile equipment on Airport property;
4. Property damage legal liability for property in the insured's care, custody and control, with a sub limit of $2,000,000.00;
5. Products/completed operations;
6. Independent Contractors;
7. Explosion, collapse and underground hazards;
8. Broad Form Property Damage (including completed operations);
9. Employer's Liability Insurance coverage shall be in conformance with the laws of the state of Nevada

B. Fire and extended risks insurance covering any and all Assigned Area(s) improvements, furnishings, fixtures and equipment. Such insurance shall be in an amount equal to the full insurable replacement value of such improvements. Authority shall not be liable for any damage to Assigned Area(s) improvements or for damage to any personal property brought onto the Assigned Area(s).

C. Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles for use under this License, with minimum limit of $1,000,000.00 combined single limit per occurrence.

D. Workers' Compensation Insurance and Employer's Liability coverage shall be in accordance with the laws of the State of Nevada.

E. Licensee shall obtain and maintain a fidelity bond in the amount of $50,000.00 for each employee handling cash.

F. In the event Licensee elects to self-insure as to any of the required coverages, Licensee shall provide to Authority evidence of such self-insurance as is deemed sufficient by the Authority.

All policies (primary and excess) and Certificates of Insurance shall be provided by Licensee to Authority evidencing proper limits of coverage as set forth herein. Such policies shall be primary as respects Authority. All policies shall name, and Certificates shall show by separate endorsement, that policies name Authority, its Trustees, officers, agents and employees as Additional Insureds; however, any other insurance available to Authority shall be excess and shall not contribute with this insurance. Authority has and hereby reserves for all purposes of this License the right to revise the insurance requirements set forth herein as to amounts, limitations and types of coverage, and Licensee hereby agrees to comply with such revised requirements upon notice from Authority. Authority shall have the right to determine its own legal counsel in all matters under this License.

**Section 8.02 - Conditions of Default.** If, at any time, Licensee shall fail to obtain the insurance as required herein, Licensee will be deemed in default and, at Authority’s sole option, Authority may terminate this License.

**Section 8.03 - Indemnification.** Licensee is and will remain responsible for its actions and omissions, and Authority will in no way be responsible therefor. Licensee hereby agrees to protect, defend at the option of Authority, indemnify and hold Authority harmless from any and all claims, fines, demands, suits, causes of action, liability and damages asserted by third parties, including but not limited to, costs of court and administrative proceedings and reasonable fees of attorneys and other professionals incurred by Authority, unless caused by the negligence or willful misconduct of Authority, arising out of or in connection with this License or in any way resulting from:
(a) Licensee's operation of the ATM concession pursuant to this License conducted on the Assigned Areas and the Airport; (b) Licensee's development, improvement, use, occupancy, maintenance, management and operation of the Assigned Areas and the condition of the Assigned Areas and Improvements thereto; (c) defects in equipment, fixtures and other products owned, used, operated, installed or stored on the Assigned Areas or any other approved Airport location; (d) any substance, material or waste now or hereafter defined or classified as hazardous or toxic under applicable federal, state or local law which is brought, deposited, stored on or removed from the Assigned Areas or the Airport by Licensee or Licensee's employees, agents, contractors or invitees; or (e) contamination of the Assigned Areas or any other Airport property resulting from any of the foregoing. Licensee's obligation to indemnify Authority as provided herein shall survive the Expiration Date.

Section 8.04 - Third-Party Noncompliance. Authority shall not be liable to Licensee, its officers, directors, shareholders, investors, creditors, lenders, agents, employees, invitees, subtenants or licensees for any actual or alleged violation of or noncompliance with any statute, regulation, ordinance, order, judgment, or decree by any Airport tenant, user or any other third party, except as otherwise expressly provided herein. In particular, but without limitation, Authority shall have no duty to Licensee or anyone acting by or for Licensee to ensure, assure, warrant, guarantee or take any action relating to or in connection or conjunction with the actual or alleged violation, breach, nonperformance or other noncompliance by such tenant or user of or with any statute or any term of such contract and shall have no liability to Licensee or anyone acting by or for Licensee therefor. Licensee and anyone acting in Licensee's behalf shall not be third party beneficiaries of such contract, nor shall Authority have any duty to Licensee or anyone acting for Licensee to enforce such contract.

Section 8.05 - Notice of Action. Concessionaire shall give Authority prompt, timely written notice of any claim, demand or the like which in any way affects or might affect Authority, and may compromise and/or defend against that claim, demand or the like to the extent of its interest therein.

Section 8.06 - Selection of Counsel. In connection with any claim under this Article 8, Authority shall have the right to select counsel as it deems appropriate in the reasonable exercise of its discretion, subject, however, to the Licensee's insurance carrier required selection thereof, which selection shall be deemed satisfactory. Even though Licensee shall defend the action, Authority may, at its option and its own expense, engage separate counsel to advise it regarding the claim and its defense. Such counsel may attend all proceedings and meetings. Licensee shall cause Licensee's counsel to actively consult with Authority's counsel, if any. Licensee and Licensee's counsel shall, however, fully control the defense.

Section 8.07 - Settlement. Licensee may, with the consent of Authority, which consent shall not be unreasonably withheld, settle any claim that is the subject of this Article 8. Authority's consent shall not be required for any settlement by which (i) Licensee procures (by payment, settlement, or otherwise) a release of Authority by which Authority is not required to make any payment whatsoever to the claimant, (ii) neither Authority nor Licensee on behalf of Authority makes any admission of liability, (iii) the continued effectiveness of this License is not jeopardized in any way, and (iv) Authority's interest in the Assigned Areas is not jeopardized in any way.

Section 8.08 - Insurance Proceeds. Licensee's obligations under this Article 8 shall be reduced by net insurance proceeds actually collected by Authority on account of the matter giving rise to Licensee's indemnification hereunder.
Section 8.09 - Exculpation. Authority shall not be liable to Licensee for any injury or damage whatsoever that may result to any person or property by or from any cause whatsoever, except as may be caused by the gross negligence or willful misconduct of Authority, its employees, agents or assigns; under no circumstance shall Authority ever be responsible for consequential damages to Licensee, regardless of how such damages arise or are incurred by Licensee.

Section 8.10 - Damage to Improvements. Authority shall have the option to repair, restore or replace all or any part of theLicensed Assigned Area(s) and the improvements thereto in the event of damage or destruction of same, whether such damage or destruction results from a risk covered by insurance maintained by Authority, by Licensee or from an uninsured risk, or to require relocation by Licensee, consistent with provisions contained in Article 2.07 or Article 10 of this License.

ARTICLE 9
ASSIGNMENT

Section 9.01 - Assignment. Licensee shall not assign or transfer this License or any other right, privilege, or agreement conferred by this License, either in whole or in part, or sublet, or in any manner encumber Assigned Areas or any part thereof, except upon the reasonable approval of the Authority, in which event Licensee's obligations and responsibilities hereunder shall terminate and be of no further force and effect.

ARTICLE 10
COMPLIANCE

Section 10.01 - Present and Future Laws. Licensee, its officers, agents, employees, contractors, licensees, and any other person acting for or in behalf of Licensee shall comply with all present and future laws, ordinances, orders, directives, rules, and regulations of the federal, state, and municipal governments which may be applicable to its operations at the Airport.

Section 10.02 - Taxes and Licenses. Licensee shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state, and local taxes and fees, which are now or may hereafter be levied upon the Assigned Area(s), or upon Licensee, or upon the business conducted at the Airport, or upon any of the Licensee's property used in connection therewith; and shall have and maintain in current status all federal, state, and local licenses and permits required for the operation of the business and occupancy of Airport Assigned Area(s) by Licensee. Notwithstanding the foregoing, in no event may Licensee permit any lien to attach to any Authority-owned property, real or personal, nor may Licensee cause the Authority to suffer any forfeiture as a result of any contest by Licensee.

Section 10.03 - Fines and Penalties. Licensee agrees to pay or guarantee payment of all lawful fines and penalties as may be reasonably assessed by Authority for violations by Licensee or anyone acting for Licensee of federal, state or local laws, ordinances, ruling, or regulations, or Airport rules and regulations, within thirty (30) days of written notice of such fines or penalties.

Section 10.04 - Rules and Regulations. Licensee, its officers, employees, and agents shall at all times comply with Airport rules and regulations adopted from time to time by the Authority and any and all directives issued by Authority in connection therewith.

ARTICLE 11
EXPIRATION AND TERMINATION
Section 11.01 - Expiration. This License shall expire as set forth in Section 2.01 paragraph A and Section 2.02, subject to holdover as set forth in Section 2.01 paragraph B, and subject to extension as set forth in Section 2.03, and Licensee shall have no further right or interest herein, except as otherwise expressly provided herein.

Section 11.02 - Termination by Authority. Authority may terminate this License by giving Licensee thirty (30) calendar days advance written notice of Licensee's default as further described below, including a contemporaneous thirty (30) calendar day period to cure or to begin and pursue duly diligent efforts to cure any default set forth by Authority in such written notice, unless the terms hereof specifically recite some other cure or relevant time period. Termination for Licensee's default shall be subject to the following: if, in the judgment of Authority, the nature of the default is such that it cannot be cured in a period of thirty (30) calendar days from the date of Authority's advance written notice; Licensee commences good faith, duly diligent efforts to cure such default immediately upon receipt of such notice; and such efforts are diligently pursued to completion to Authority's satisfaction, then this License shall not be terminated on the ground of such default. Authority may exercise its rights under and subject to the terms of this Section upon the happening of any of the following events:

A. Any attachment or execution is levied, or any receiver is appointed, or any process of any court of competent jurisdiction is executed, which action is not vacated, dismissed or set aside within a period of ninety (90) calendar days and which does, or as a direct consequence will, interfere with Licensee's use of the Licensed Premises or with its operations hereunder;

B. Licensee avails itself of the benefit of any present or future insolvency law; makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy; a petition or answer is filed seeking its reorganization or the readjustment of its indebtedness under federal or any state bankruptcy or insolvency law; or Licensee consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located on the Premises;

C. A petition under any federal bankruptcy law, or an action under any present or future insolvency law, is filed against Licensee and not dismissed within ninety (90) calendar days;

D. By or pursuant to, or under authority of, any legislative act, resolution or rule, order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Licensee, and such possession or control continues for a period of ninety (90) calendar days;

E. Any lien is filed against the Premises because of any act or omission of Licensee or any Sublicensee and not removed, enjoined or satisfied by the posting of an appropriate bond within ninety (90) calendar days;

F. Licensee's interest hereunder is transferred to, passes to or devolves upon, by operation of law or otherwise, any other person without the prior written consent of Authority, except as otherwise expressly provided in Article 9;
G. Licensee's estate herein is divested by operation of law;

H. Licensee abandons its conduct of business upon the Premises for a period of ten (10) calendar days without Authority's prior written consent;

I. Licensee conducts a business or performs any act not specifically authorized herein;

J. Licensee merges or consolidates with or is acquired by another entity without the prior written consent of Authority, except as expressly provided in Article 9;

K. Licensee permits to continue, for a period of three (3) calendar days after notice from Authority, the existence of an unsanitary condition at, on, in, around or about the Premises or Airport caused by, resulting from or in connection with the activities of Licensee, any Sublicensee of Licensee, their agent, employee, invitee or licensee; however, termination on this ground shall be suspended if the condition requires installation, repair or replacement of any equipment or facility and Licensee commences curative or remedial efforts within twenty-four (24) hours of Authority's notice and diligently pursues such efforts thereafter;

L. The services provided by Licensee hereunder cease or deteriorate for a period which, in the President/CEO's reasonable opinion, materially, adversely affects the quality of service being provided to the traveling public; or

M. Licensee defaults in the performance of any other term required herein to be performed by it.

Termination shall be subject to written notice and to Licensee’s opportunity to cure as described herein, and shall, as applicable, be effective upon the date specified in Authority's written notice to Licensee. Upon that date, Licensee shall be deemed to have no further rights hereunder, except as otherwise expressly provided herein, and Authority may take immediate possession of the Premises and remove Licensee's effects, by forcible eviction if deemed necessary by Authority at its discretion. This Section shall be consistent with the terms hereof regarding ownership of improvements, setting forth Licensee's obligation to remove its Trade Fixtures and restore the Premises upon expiration or termination of this License.

Section 11.03 - Authority’s Remedies. Upon a default by Licensee as described in Section 11.02, Authority shall have the following remedies, which shall not be exclusive of each other but shall be cumulative thereto and to any now or hereafter provided at law or in equity:

A. Continue this License in full force and effect, in which event Authority may collect fees and other charges from Licensee when due, until such time as Authority terminates Licensee’s right to possession of the Premises. During the period Licensee is in default, that is, following any notice of default and the expiration of any cure period provided herein, Authority may enter the Premises and repossess and/or relet all or any portion thereof to one or more third persons for Licensee's account. Licensee shall be responsible to Authority for any and all reasonable costs incurred by the latter in reletting the Premises or any portion thereof including, but not limited to, advertising, communication, correspondence, personnel and any other costs caused by, arising out of or in connection with Authority’s reletting efforts. Reletting may be for a period shorter or longer than
the remaining term of this License. Licensee shall pay Authority the rents, fees and other charges due hereunder on the dates due as set forth herein, less any rents or other net revenues accruing to Authority as a result of any reletting. No act by Authority under this Paragraph shall terminate this License unless Authority so notifies Licensee, in writing, that Authority elects to terminate this License.

B. Terminate Licensee's right to possession of the Premises at any time by any lawful means including, but not limited to, the summary eviction procedures outlined in Chapter 40, NRS, and as that Chapter might be amended, recodified or supplanted from time to time. No act by Authority, other than giving written notice of termination to Licensee, shall terminate this License. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver or similar person on Authority’s initiative to protect Authority’s interests hereunder shall not constitute a termination of Licensee’s right to possession. If Authority terminates this License, Licensee shall immediately surrender possession of the Premises to Authority, which may recover the following amounts from Licensee:

1. Any unpaid rent, fees or charges accrued through the date of termination;
2. The excess of the amount of any rent, fees or charges, which accrued between the date of termination and the date of the award or reletting of the Premises or any portion thereof to a new Licensee, over the amount of the loss of rent, fees or charges which Licensee establishes could reasonably have been avoided by Authority;
3. The present value, on the date of the award or reletting of the Premises or any portion thereof to a new Licensee, of the excess amount of rent, fees or charges which accrued between that date and the expiration of the full term hereof over the amount of the loss of rent, fees or charges which Licensee establishes could reasonably have been avoided by Authority, with the present value computed by using the then applicable interest rate; and/or
4. All other amounts, including court costs, attorney fees, other legal expenses and costs of taking possession of and reletting the Premises or any portion thereof necessary to compensate Authority for all losses and/or damages proximately caused by Licensee’s default.

C. Have a receiver appointed to collect rent, fees and other charges payable to Licensee and/or to conduct Licensee’s operation. Neither the filing of a petition for the appointment of a receiver nor the appointment of a receiver shall constitute an election by Authority to terminate this License unless otherwise specified by Authority in writing.

D. Pursue any and all other remedies available to it now or hereafter at law or in equity.

Section 11.04 - Termination by Licensee. Licensee may terminate this License at any time that it is not in default of its payments to Authority hereunder, by giving Authority ninety (90) calendar days
advance written notice, to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. Issuance by any court of competent jurisdiction of an injunction in any way actually preventing or substantially restraining the use of the Premises by Licensee, and the remaining in force of such injunction for a period of at least ninety (90) calendar days including, but not limited to, any order or ruling by any federal or state agency with jurisdiction over Licensee, the Premises or Airport;

B. The default by Authority in the performance of any material term herein required to be performed by it and Authority’s failure to remedy or to begin duly diligent efforts to remedy such default for a period of thirty (30) calendar days after receipt from Licensee of written notice to remedy that claimed default;

C. The lawful assumption by the United States of America or any authorized agency thereof of the operation, control or use of the Premises, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee, for a period of at least ninety (90) calendar days, from operating thereon; or

D. The determination by Licensee, as a matter of business judgment, that termination is warranted or desired for business reasons, in which event Licensee shall give Authority one hundred twenty (120) calendar days written notice of its decision to terminate this License, including a statement that such decision is for business reasons as stated herein.

Section 11.05 - Improvements at Termination. Upon the expiration or earlier termination of this License, Authority may require Licensee to remove any unapproved improvements erected, installed or constructed by or on behalf of Licensee upon the Licensed Premises. Such removal, if required of Licensee, shall be at Licensee’s expense. Notice of such removal will be given Licensee prior to the expiration or termination of this License, and completion of the removal will be within a reasonable time period determined by Authority. Notwithstanding the provisions of this Section 11.05, upon expiration or earlier termination of this License, title to all structures, improvements, facilities or alterations erected, installed or constructed by Licensee which are not required by Authority to be removed shall automatically vest in Authority without any further act on the part of either party and Authority shall have no responsibility, liability or obligation to pay Licensee for such improvements.

Section 11.06 - Removal of Trade Fixtures. Licensee shall, upon expiration or earlier termination of this License, remove its Trade Fixtures from the Premises, provided that if the Premises are damaged by reason of, or in the course of, the removal of Licensee's Trade Fixtures, then Licensee, at its cost, shall promptly repair any and all such damage and restore the Premises to the same condition as prior to the installation of any such Trade Fixtures or to a condition approved in writing by the President/CEO. The failure to remove Trade Fixtures shall not constitute an extension or holdover of the term of this License, but any Trade Fixtures not removed within fifteen (15) calendar days after the expiration or termination hereof shall be deemed abandoned and thereupon shall become the property of Authority, which may, at its discretion, perform or have performed that removal and restoration, and Licensee shall reimburse Authority the cost thereof, plus an administrative charge of eighteen percent (18%). "Trade Fixtures" mean moveable personal property, signs used to identify Licensee's business in and about the Premises, and all moveable furniture and equipment installed in or placed on or about the Premises and used in connection with Licensee's ATM operations which can be readily removed from the Premises without material
damage thereto and without adversely affecting: (a) the structural integrity of any improvements upon the Premises; (b) any electrical, plumbing, mechanical or other system of improvements upon the Premises; (c) the present or future operation of any such system; or (d) the present or future provision of any utility service to the Premises.

ARTICLE 12
GOVERNMENTAL CONDITIONS

Section 12.01 - Airport Development or Improvement. Authority may, at its discretion, further develop or improve Airport, including, but not limited to, the Assigned Area, and perform development and/or make improvements required or warranted by federal airport security requirements, regardless of the desires or view of Licensee and without interference or hindrance from it.

Section 12.02 - Right of Flight. Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the Assigned Area. This right of flight shall include the right to cause in that airspace such noise, vibrations, dust, fumes, heat, wind, air movement and similar phenomena as might be inherent in the operation of any aircraft now known or hereafter used for navigation or flight through that airspace for landing at, taking off from or operating on or at Airport.

Section 12.03 - No Exclusive Right. Nothing in this License shall be construed as granting or authorizing the granting of an exclusive right within the meaning of the Federal Aviation Act of 1958, as applicable.

Section 12.04 - Covenants. Licensee, for itself, its successors in interest and assigns, as a part of the consideration hereof, covenants:

A. Subordination of License. This License shall be subordinate to the terms of any instrument or document under which Authority acquired the land or improvements thereto, of which the Assigned Area is a part, and shall be given only such effect as will not conflict nor be inconsistent with such terms. This License shall be subordinate to the terms of any existing or future contract between Authority and the United States of America relative to the development, operation or maintenance of Airport, the entering of which has been or might be required as a condition precedent to the expenditure of federal funds for the development of Airport.

B. Compliance with Title 49. If facilities are constructed, maintained or otherwise operated on the Assigned Area for a purpose for which a United States of America, Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, then Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation (“DOT”) – Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended (49 CFR Part 21), and Title 49 CFR Part 27, Nondiscrimination on the Basis of Disability, in compliance with the intent of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

1. No person, on the ground of race, color or national origin, shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination in the use of the Assigned Area;

2. In the making of any improvement on, over or under the Assigned Area and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise subjected to discrimination on the ground of race, color or national origin; and

3. Licensee shall use the Assigned Area in compliance with all other requirements pursuant to Part 21.

D. Breach of Nondiscrimination Covenants. Upon the alleged breach of any nondiscrimination covenant described in Paragraph B or C, Authority may terminate this License as if it had never been entered, provided that Licensee may contest the alleged breach under applicable DOT or FAA procedures, and any sanctions under or termination of this License shall be withheld pending completion of such procedures.

E. Inclusion of Terms in Subcontracts. Licensee shall insert the terms of Paragraphs B through D of this Section, inclusive, by reference, in any contract by which it grants a right to any person to render accommodations and/or services to the public on the Assigned Area.

F. Airport Concessions Disadvantaged Business Enterprise (ACDBE) Plan. As applicable, and consistent with all other terms hereof, Licensee shall abide and be bound by Authority's ACDBE Concessions Plan adopted and as amended pursuant to 49 C.F.R. Part 23, Participation by Disadvantaged Business Enterprise in Airport Concessions. In accordance with Part 23, Authority has implemented an ACDBE Concessions Plan under which qualified firms may have the opportunity to operate an Airport concession. Licensee shall use good faith efforts, as defined by federal law and that Plan, to achieve any ACDBE participation goal hereunder, and as that goal might be revised from time to time.

G. ACDBE Participation. ACDBE participation may be in the form of one or more sublicenses, joint ventures, partnerships or other contractual relationships meeting the eligibility standards of Part 23. If Licensee is certified as an ACDBE, the goal shall have been met. All ACDBEs must be certified by Authority. Authority will accept current ACDBE certification from another airport sponsor as a matter of reciprocity, provided that a true, correct, complete copy of that certification is provided to Authority.

This License is subject to the requirements of the U.S. Department of Transportation’s regulations 49 CFR Part 23. Licensee 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 or license agreement covered by 49 CFR Part 23. Licensee agrees to include the above statements in any subsequent concession agreement, management contract or subcontract, purchase or lease or license agreement covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include such statements in further agreements.
Licensee shall provide a monthly report of ACDBE participation in the format prescribed by the Authority within thirty (30) days following the end of each month. In addition, tenant shall provide all information and reports required by Authority and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority to be pertinent to ascertain compliance with the regulations or directives.

Authority may amend its ACDBE Program, as required by the FAA and/or that ACDBE Program, including the percentage goal, and/or might amend that ACDBE Program consistent with amendment of applicable federal law. Licensee shall use good faith efforts to comply with any such amendment, consistent with federal law and the terms of the ACDBE Program.

H. **Affirmative Action Plan.** As applicable, Licensee shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall, on the ground of race, creed, color, national origin or sex, be excluded form participating in any employment activity covered by that Subpart. No person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart. Licensee shall require its covered suborganizations to provide assurances to Licensee and Authority that they similarly will undertake affirmative action programs and will require assurances from their own suborganizations, as required by Subpart E, to the same effect.

I. **Height Restriction.** If applicable, Licensee shall not erect nor permit the erection of any structure or object above the mean sea level elevation applicable to the most critical area of Airport, in accordance with 14 C.F.R. Part 77. If this Part is breached, Authority may enter the Assigned Area and remove the offending structure or object, all of which shall be at Licensee’s cost, subject to Section 7.02.

**Section 12.05 - Federal Review.**

A. This License is subject to any applicable review by the FAA, the TSA and/or any other federal agency having jurisdiction, to determine compliance with federal law, and shall be in full force and effect pending such review and approval by the FAA, the TSA or other agency, provided that, upon such review, the parties shall modify any term hereof which might be determined to be in violation of law.

B. Regulatory and other legal changes will foreseeably be promulgated, enacted or implemented by agencies having jurisdiction over Airport, Authority, the Assigned Area or Licensee. Licensee shall be responsible for obtaining all Notices of Proposed Rule Making and/or similar documents directly from such agencies. Where possible, Authority may, but shall not be obligated to, provide notice of proposed changes, but nothing contained herein shall render this provision unenforceable by virtue of Licensee’s failure to receive notice of proposed changes.

**Section 12.06 - Anti-Lobbying Certification.** Licensee certifies, to the best of its knowledge and belief, that:
A. No federally appropriated funds have been paid or will be paid, by or on behalf of Licensee, to any person for influencing or attempting to influence an officer or employee of any federal agency or a member, officer or employee of Congress, in connection with the award of any other federal contract, the making of any federal grant or loan, the entering into of any other federal contract, and/or the extension, continuation, renewal, amendment or modification of any federal grant, loan or other contract.

B. If any funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency or a member, officer or employee of Congress, in connection with any federal contract, grant, loan, cooperative or other contract relating to this License, then Licensee shall complete and submit Standard Form-LLL, Disclosure of Lobby Activities, or as that Form might be revised or supplanted.

C. Licensee shall require the inclusion of this certification language in the award documents for all subawards at all tiers including, but not limited to, subcontracts, subgrants and contracts under grants, loans and cooperative or other contracts, and shall require all subrecipients to certify and disclose accordingly.

Section 12.07 - Citizenship Certification.

A. Licensee certifies that it:
   1. Is not owned nor controlled by one or more citizens or nationals of a foreign country included in the list, of countries that discriminate against United States business entities, published by the Office of the United States Trade Representative or any successor thereto;

   2. Has not knowingly entered into any contract or subcontract hereunder with a contractor that is a citizen or national of a foreign country on that list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on that list; and

   3. Has not procured any product or subcontracted for the supply of any product, for use hereunder, that is produced in a foreign country on that list.

B. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 C.F.R. Part 30.17, no license shall be awarded to any party hereunder that is unable to certify to the above. If Licensee knowingly procures or subcontracts for the supply of any product or service of a foreign country on that list for use hereunder, the FAA may direct, through Authority, cancellation of such contract, at no cost to the United States of America.

C. Licensee shall ensure the incorporation by reference of this provision for certification, without modification, in each contract and in all subcontracts. Licensee may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous. Licensee shall provide immediate written notice to Authority if it learns that a prospective contractor's certification or that of a subcontractor was erroneous when submitted or has
become erroneous by reason of changed circumstances, and shall require its contractors and their subcontractors to provide immediate written notice to Licensee and Authority if, at any time, such contractor or subcontractor learns that its certification was erroneous by reason of changed circumstances.

D. This certification is a material representation of fact upon which Authority relied when entering this License. If it is determined that Licensee or any contractor or subcontractor thereof knowingly rendered an erroneous certification, the FAA may direct, through Authority, termination of the contract or subcontract at no cost to the United States of America.

E. Nothing contained herein shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of Licensee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious or fraudulent certification might render the maker subject to prosecution under 18 U.S.C. Section 1001.

ARTICLE 13 – GENERAL PROVISIONS

Section 13.01 - Representations and Warranties.

A. Except as otherwise expressly provided herein, no representation nor warranty, whether oral or written, express or implied, made before, upon or after execution hereof, shall be incorporated herein or otherwise modify the terms hereof, and Authority, its Trustees, officers, agents and employees shall not be liable for any direct, indirect, incidental or consequential damages arising out of this License or any other transaction or dealings between the parties.

B. Licensee represents and warrants that it:
   1. Has the skill, experience, expertise and other resources necessary to design, install and operate the concession in a First-Class manner, acceptable to Authority, throughout the term hereof and any Option Period or holdover, compliant with all terms hereof;
   2. Has or can reasonably procure adequate financing, including insurance and bonds as required to plan, design, install and maintain the improvements described herein, including the procurement of all necessary approvals, permits and other authorizations from any entity having jurisdiction over the Assigned Area and the keeping of adequate reserves for their maintenance and repair as provided herein; and

C. Has or can procure adequate financing to operate the concession and pay Authority all amounts owed hereunder, until its operations on the Assigned Area become financially self-sufficient or when they are temporarily not self-sufficient, and to maintain appropriate reserves for the development, maintenance and repair of the Assigned Area as set forth in Article 6. Authority represents and warrants that it:
1. Owns the Assigned Area in fee simple and is capable of granting License rights to use them; and
2. Has no present knowledge, information nor belief that any lien, encumbrance, judgment or the like exists which would substantially interfere with Licensee’s beneficial use and enjoyment of the Assigned Area.

Section 13.02 - Airport Plans. The contemplated concession, and Licensee’s proposed use of the Assigned Area, do not conflict with the Airport Master Plan or Terminal Area Master Plan currently in effect for Airport. However, Authority, its Trustees, officers, agents and employees shall not be liable for any effort or action toward implementation of the current or any future Plans. In consideration of the rights granted to it hereunder, Licensee waives any right to claim damages or other compensation arising from such effort or action.

Section 13.03 - Estoppel Certificate. Throughout the term hereof including, but not limited to, any Option Period or holdover, Licensee shall, upon Authority’s written request, deliver to Authority or to any other person a written statement, certifying:

A. This License is not amended or, if amended, the date and nature of the amendment;
B. Licensee has received no notice of default from Authority or, if it has, the date and substance of that notice, and the status thereof, including Licensee’s efforts to cure;
C. Licensee has no claims against Authority or, if it does, the nature and status of such claim; and
D. The dates to which the Annual Fee and/or any other amounts owed Authority by Licensee hereunder have been paid.

Section 13.04 - Rights Cumulative. The rights and remedies of Authority and Licensee specified in this License are not intended to be and shall not be exclusive of one another or of any right of Authority or Licensee at law or in equity.

Section 13.05 - Amendment. This License may be amended only by a writing duly approved and signed by authorized representatives of the parties.

Section 13.06 - Notice. Except as otherwise expressly provided herein, all notices required to be given hereunder shall be in writing and shall be deemed given upon personal delivery, upon sending by overnight express mail, or five (5) business days after deposit in the United States Mail as certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein:

To Authority:  
Reno-Tahoe Airport Authority  
Reno-Tahoe International Airport  
P.O. Box 12490  
Reno, NV  89510-2490

Or, for items requiring delivery to a street address:

2001 East Plumb Lane
Reno, NV  89502

To Licensee:  
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

The parties, or either of them, may designate in writing any change in address or addresses, including electronic or “email” addresses, and/or in identity of substitute or supplementary persons to be sent notices. Notwithstanding, the parties may send notices or other documents concerning day-to-day operations of the concession and use of the Assigned Area by first-class mail, postage prepaid, to Authority at the address given above.

Section 13.07 - No Conflict of Interest. To the best of the parties’ knowledge, information and belief upon the signing hereof, no Trustee, officer, agent or employee of Authority is directly or indirectly a party to, or otherwise a beneficiary of, this License.

Section 13.08 - Nonliability of Agents or Employees. No Trustee, officer, director, agent or employee of Authority or Licensee shall be charged personally or held contractually liable by or to the other party under the provisions of or in connection with this License, because of any breach hereof or because of its or their execution or attempted execution hereof.

Section 13.09 - Agent for Service of Process. If Licensee is not a resident of the State of Nevada, or is an association or partnership without a member or partner resident of this State, or is a foreign corporation, then Licensee shall appoint an agent for service of process in the City of Reno. Upon any failure of that agent to perform, Licensee shall designate the Secretary of State, State of Nevada, its agent for the purpose of service of process in any legal action between it and Authority arising out of or based upon this License, and the service shall be made as provided by the laws of the State of Nevada for service upon a non-resident. If service of such process is not possible or not effected, then Licensee may be personally served with such process out of this State, by the registered mailing of such complaint and process to Licensee at the address or addresses set forth herein or as they might be amended consistent with Section 13.06. Any such service out of this State shall constitute valid service upon Licensee as of the date of mailing.

Section 13.10 - National Emergency. This License shall be subject to whatever right the United States of America now has, or in the future might have, affecting the control, operation, regulation and taking over of Airport, or the exclusive or nonexclusive use of Airport, by the United States of America during time of war, whether declared by the United States Congress or not, other military action, national emergency or the like.

Section 13.11 - Legal Costs. If any civil action or other judicial, quasi-judicial or administrative action or proceeding is instituted to enforce any term of this License, to determine or declare the rights and duties of the parties hereto or to recover any amount due hereunder, then the losing party shall pay the prevailing party such sum as the court or other judicial or quasi-judicial tribunal might adjudge reasonable as attorney fees and/or legal or other costs, in addition to any sum awarded as damages or as a cost or disbursement permitted by statute or rule.
Section 13.12 - Required Approvals. Except as otherwise expressly provided herein, whenever the approval of Authority, its President/CEO or Licensee is required, such approval shall not be unreasonably denied, withheld or delayed.

Section 13.13 - Other Contracts. Except as otherwise expressly provided herein, the terms of this License shall not affect the terms of any other contract between Authority and Licensee.

Section 13.14 - Force Majeure.

A. Neither party shall be liable to the other for any failure, delay or interruption in performance caused by circumstances beyond its control including, but not limited to, war, whether declared by the United States Congress or not, other military action, national emergency, terrorism, civil disobedience or unrest, natural disaster, Act of God, strike, boycott, picketing, slowdown, work stoppages or labor matters of any other type, whether affecting either party, its contractor or subcontractor. Notwithstanding, nothing in this Section abates, postpones or diminishes Licensee’s duty to make any payment owed hereunder including, but not limited to, fees and charges as set forth in Article 5, except as otherwise expressly provided herein.

B. Neither party shall be obligated to supply any product or service when and insofar as supplying it or using any substance, material or component thereof is prohibited by law. If such law does not bind Authority, but Authority nonetheless, at its discretion, deems compliance therewith to be appropriate, then Authority shall not be obligated to supply the product or service.

C. Except as otherwise expressly provided herein, no abatement, reduction nor diminution of the Annual Fee or any other amount owed Authority by Licensee shall be allowed for any inconvenience, interruption, cessation or loss of business or other loss to Licensee, caused by any present of future law of the United States of America, any state, county, municipality or other public entity, by priorities, rationing or curtailment of labor or materials, war, whether declared by the United States Congress or not, other military action, national emergency, terrorism, any matter or thing resulting therefrom, by any cause set forth in Paragraph A, or by any other cause beyond Authority’s control, nor shall this License be affected by such a cause.

D. Except as otherwise expressly provided herein, no abatement, reduction or diminution of the Annual Fee or any other amount owed Authority by Licensee shall be allowed for any inconvenience, interruption, cessation or loss of business or other loss to Licensee, caused by any present or future law of the United States of America, any state, county, municipality or other public entity, by priorities, rationing or curtailment of labor or materials, war, whether declared by the United States Congress or not, other military action, national emergency, terrorism, any matter or thing resulting therefrom, by any cause set forth in Paragraph A, or by any other cause beyond Authority’s control, nor shall this License be affected by such a cause.

Section 13.15 - Bailee Disclaimer. Authority in no way purports to be a bailee and is, therefore, not responsible in any way for any damage to the property of others, including, but not limited to, the property of Licensee, its officers, directors, agents, employees, invitees and licensees.
Section 13.16 - No Waiver. No waiver of breach or default by either party of any term herein to be performed by the other shall be construed as, or operate as, a waiver of any prior, contemporaneous or subsequent breach or default of any term herein to be performed by the other party.

Section 13.17 - Relationship of Parties. Nothing contained herein shall be deemed or construed by Authority or Licensee as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between them. Neither the method of computation of fees and charges, any other provision contained herein nor any act of Authority or Licensee shall create a relationship other than that of real property owner and licensee.

Section 13.18 - Representative of Authority. The President/CEO or his or her duly authorized designee (the “Designated Representative”) shall be the official representative of Authority in all matters pertaining to this License, and may act on Authority’s behalf with respect to all action required of Authority hereunder.

Section 13.19 - Successors and Assigns Bound. This License shall be binding upon and inure to the benefit of the successors and assigns of Authority and Licensee, where permitted hereunder.

Section 13.20 - No Third-Party Beneficiary. This License is intended solely for the benefit of Authority and Licensee. No right of any alleged third-party beneficiary, whether express or implied, is created hereby, nor shall any third party claim hereunder against Authority or Licensee.

Section 13.21 - No Brokerage. Authority and Licensee dealt with each other directly, and entered this License in their own rights and capacities, not through any broker, agent or other similar representative. This License was not procured nor initiated by any such person, nor was the Assigned Area offered or licensed to Licensee by or through any such person. No broker's commission or fee, finder's fee, referral fee or other similar amount shall be paid, owed or accrued, directly or indirectly, in connection herewith, as a result hereof or in relation hereto.

Section 13.22 - Merger and Integration. This License, together with all Exhibits attached hereto, any document incorporated herein by reference, and any amendment document duly approved and signed by the parties, constitutes the parties' complete, entire, final license on the subject matter hereof, and all other representations heretofore made, oral or written, are merged herein. No oral or written statement, representation nor warranty made, by any person, before, upon, or after execution hereof, shall modify this License or bind Authority, other than by an amendment in writing duly approved and signed by the parties.

Section 13.23 - Recordation. No party hereto may cause or allow this License to be recorded with the Washoe County Recorder without the prior obtained written consent of the other party.

WHEREOF, the parties hereto have executed this License as of the date and year first above written.

LICENSEEE: ________________________________________
By:______________________________________

Name:___________________________________  
(Please Print)

Title:____________________________________  
(Please Print)

AUTHORITY: RENO-TAHOE AIRPORT AUTHORITY

By:______________________________________

Name: Krys T. Bart, A.A.E.  
(Please Print)

Title: President/CEO  
(Please Print)
EXHIBIT A

ASSIGNED AREAS
EXHIBIT A-1

MAIN TERMINAL LOBBY
EXHIBIT A-2

BAGGAGE CLAIM
EXHIBIT A-3

B-CONCOURSE
EXHIBIT A-4

C-CONCOURSE
EXHIBIT A-5

CONCOURSE CONNECTOR