REQUEST FOR PROPOSALS
SPOKANE INTERNATIONAL AIRPORT

Fuel Station, Convenience Store
and
Tier II Fast Food Restaurant
Concession

Issued By:

Spokane Airport Board
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

July 18, 2018

REQUEST FOR PROPOSALS
FUEL STATION, CONVENIENCE STORE & TIER II FAST FOOD RESTAURANT
CONCESSION

Spokane International Airport

The Spokane Airport Board ("Board") is seeking written proposals from experienced and qualified Proposers to provide financing, design, development, construction, operation and maintenance of a new generation Fuel Station, Convenience Store & Tier II Fast Food Restaurant Concession on approximately 2.5 acres located between Inbound and Outbound Airport Drive ("Site") at the Spokane Airport.

This document outlines the prerequisites, selection process and documentation necessary to submit a proposal for the Concession opportunity. Negligence or omission on the part of the Proposer in preparing any portion of the proposal confers no right to withdraw or make changes, additions, or deletions to the proposal after the proposal submission deadline.

0.0 GENERAL REQUIREMENTS

01. Sealed Proposals

Sealed proposals, one (1) original (un-bound), six (6) copies and one (1) copy in acrobat/pdf format, shall be submitted **by 2:00 p.m. (PDT) on Tuesday, August 21, 2018 and delivered to:**

Spokane International Airport
"Request for Proposals – Fuel Station, Convenience Store & Tier II Fast Food Restaurant Concession"
9000 West Airport Drive, Suite 204
Spokane, Washington 99224

Any proposal received after 2:00 p.m. (PDT), Tuesday, August 21, 2018, shall be deemed late and non-responsive and shall be returned unopened to the Proposer.

All proposals will be date and time stamped upon receipt by Airport staff. There will be no formal opening of the Proposals and proposals shall be opened after 2:00 p.m. (PDT), August 21, 2018. All documents and information listed on Exhibit F – Proposal Checklist must be submitted in a sealed envelope that is clearly marked: "Request for Proposals – Fuel Station, Convenience Store & Tier II Fast Food Restaurant Concession." It will be the sole responsibility of Proposers to ensure proposals are delivered to Spokane International Airport by the appointed date and time. The Airport will not be liable for delays in delivery of proposals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Late proposals will be returned to the Proposer unopened. All responsive proposals become the property of the Airport and must be provided without cost to the Airport.

Further, each Proposer agrees that all information, data, documentation and material submitted or provided by the Proposer shall become the property of the Airport and it shall not be returned to the Proposer. All information, data, documentation and material submitted shall be considered public information and will be made available for inspection in accordance with Chapter 42.56

RCW. Any proprietary information, data, documentation and material that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as such in the proposal and the Proposer must provide justification for such a request.

The Airport reserves the right to reject any and all proposals, to waive minor informalities and irregularities in the proposal submission process, to request additional information and data from any or all proposers, to supplement, amend or otherwise modify the RFP prior to the closing date and time, to cancel this request with or without the substitution of another RFP, to reissue the RFP, or to accept a proposal which is considered to be in the best interest of the Airport.

Upon selection of a successful Proposer (thereafter referred to as "Concessionaire"), the Agreement to be executed shall be in the form of the attached Sample Lease and Concession Agreement (Exhibit B) and shall be in accordance with Section 4.0. This RFP, any addenda thereto and the successful Proposer's proposal shall be incorporated in and become a part of the final Lease & Concession Agreement.

By submittal of a proposal pursuant to this RFP, the Proposer certifies that no fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative or official in order to procure the Agreement described in this RFP.

Proposals must conform to the requirements stipulated in this RFP. By submitting a proposal, each Proposer agrees that the proposal represents a firm offer to the Airport and that such offer shall remain open for acceptance until a Lease and Concession Agreement is executed by the Airport or for a period of no less than one hundred twenty (120) days from the date submitted, whichever occurs first.

Written proposals must include sufficient information to evaluate the following criteria:

- Proposer's experience, background and qualifications in developing, constructing and operating a regionally or nationally branded fuel station, convenience store and nationally branded fast food restaurant
- Proposed Plan including proposed regionally or nationally branded fuel station, convenience store and nationally branded fast food restaurant
- Proposed Rent & Percentage Fees
- Financial Capability
- Ability of Proposer to meet Airport's indemnification, insurance and performance bond requirements

All Proposers must have experience in operating a Fuel Station, Convenience Store & Tier II Fast Food Restaurant and must agree to the terms and conditions in the Agreement provided by the Board.

A **Mandatory Pre-Proposal Meeting** will be held on Wednesday, August 1, 2018 at 2:00 p.m. **(**PDT) in the Airport Board Room, 2nd Floor of the Airport Terminal. Proposals will not be accepted from any Proposer that did not attend the Mandatory Pre-Proposal Meeting.

There will be no "formal" proposal opening for this RFP. Proposals will be opened and evaluated, after the published ***proposal deadline of 2:00 p.m. (PDT) on August 21, 2018*** at the Spokane International Airport Administration office, Suite 204, Spokane, Washington 99224.

The Administration office is on Second Floor of the Main Terminal, above the Southwest Ticket Counter.

0.2 Withdrawal of Proposal

No proposal may be withdrawn after it has been submitted to the Airport unless the Proposer makes a request for withdrawal in writing and the request is received by the Airport prior to the proposal submission deadline (2:00 p.m. **(**PDT) August 21, 2018). No proposal may be withdrawn after the proposal submission deadline (2:00 p.m. **(**PDT) August 21, 2018) for a period of one hundred twenty (120) days.

0.3 Equal Employment Opportunity

Spokane Airport is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

0.4 Prohibition Against Lobbying

The Proposer shall not lobby, either on an individual or collective basis, the Airport (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

0.5 Solicitation Schedule

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
Advertised 7/18; 7/22; 7/25 & 7/29	Wednesday, July 18, 2018
RFP posted on Airport website (www.spokaneairports.net)	Wednesday, July 18, 2018
Mandatory Pre-Proposal Meeting	Wednesday, August 1, 2018 (2:00 p.m.)
Question/clarification deadline	Wednesday, August 8, 2018 (3:00 p.m.)
Final addenda (if any) posted on Airport website	Wednesday, August 15, 2018 (2:00 p.m.)
Response deadline	Tuesday, August 21, 2018 (2:00 p.m.) Main Terminal, Suite 204, Administration
Interviews and Final Evaluation (if necessary)	Wednesday, September 12, 2018 (Tentative)
Review with the Board Finance Committee	Wednesday, October 10, 2018
Agreement Approved by Board	Thursday, October 18, 2018

0.6 Questions, Inquiries and Airport Contact

The Airport is committed to providing all interested parties with accurate and consistent information. To this end, from the date of this RFP through award of the Agreement, the Airport contact is:

Judy Gifford, Properties & Contracts Director
9000 West Airport Drive, Suite 204
Spokane, Washington 99224
(509) 455-6415
E-mail: judyg@spokaneairports.net

All questions from Proposers must be submitted in writing, electronically, to judyg@spokaneairports.net no later than 3:00 p.m. (PDT), Wednesday, August 8, 2018 (question/clarification deadline). It will be the sole responsibility of Proposers to ensure questions are submitted in a timely manner. Addendums to this RFP (if any), to provide clarification of written questions submitted by Proposer's, shall be posted on the Airport's website no later than 2:00 p.m. (PDT), August 15, 2018 (Addenda). Receipt of addenda (if any) must be acknowledged on the Proposal Form that must be submitted with the proposal (see Exhibit G – Proposal Form).

Oral communications and emails from the Board, its staff, agents, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Board and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address: http://business.spokaneairports.net/rfp. Proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the addenda, you may contact the Airport Contact noted in this Section.

0.7 Real Estate Commission Resolution

The Airport Board has adopted Resolution No. 06-14 – In the Matter of Establishing a Policy for Payment of Commissions to Real Estate Brokers for the Leasing of Non-Aeronautical Property at Spokane International Airport and the Airport Business Park. Said Resolution and the Registration Form are provided for informational purposes as Exhibit E.

0.8 Retail Site Analysis

The Airport Board has had a Retail Site Analysis done and that report dated March 30, 2018 is provided as Exhibit D.

1.0 BACKGROUND INFORMATION

Spokane International Airport, Felts Field Airport and the Airport Business Park (Spokane Airport) are jointly owned by Spokane County and the City of Spokane. The City and County operate the airports under provisions of RCW 14.08 which establishes the operation of airports by more than one municipality under joint agreement. The operating authority of Spokane Airport is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies. The Board also has a Grant of Authority to operate Foreign-Trade Zone #224.

Spokane International Airport is a 6,100 acre commercial service airport and is the second largest commercial service airport in the state of Washington. In 2017, the Airport recorded 3,550,912 total passengers and 72,376 tons of cargo. The Airport has an annual regional economic impact of $753 million. The Airport is served by Alaska, American, Delta, Frontier, Southwest, and United Airlines, as well as FedEx and UPS. Daily nonstop service is provided to 17 destinations including Boise, Chicago O'Hare, Dallas Fort Worth, Denver, Las Vegas, Los Angeles, Minneapolis, San Diego (Oct. 2018), Oakland, Phoenix, Portland, Sacramento, Salt Lake City, San Francisco, San Jose and Seattle as well as seasonal service to Chicago's Midway Airport. The Airport is also served on-site by the nation's nine largest rental car companies including Alamo, Avis, Budget, Dollar, Hertz, Enterprise, National, Payless and Thrifty. Collectively, they annually process over 225,000 transactions.

While the Airport does not currently track overall employee counts for businesses operating at the Airport, the average number of Airport badges issued at any time is approximately 2,200. This number does not include those tenants/business that are not required to have security badges.

A. Passenger Information

Calendar Year	Arrivals	Departures	Total
2015	1,567,010	1,566,332	3,133,342
2016	1,622,052	1,612,043	3,234,095
2017	1,768,459	1,782,453	3,550,912

B. Parking/Traffic Information

1. Rental Cars: The Airport has 9 rental car brands operating on Airport property and the table below shows the average number of transactions for each of the last three years.

Calendar Year	Transactions
2015	218,757
2016	229,394
2017	225,000

2. Spokane International Airport has a total of 7,019 long and short term parking spaces. The proposed site provides convenient access not only for travelers but all other vehicles utilizing the local area on a daily basis. Another 1,300 surface parking spaces will be added following completion of a current project in November, 2018.

3. The Airport also has an employee parking lot (482 spaces), a cell phone waiting lot (85 spaces) and a taxi staging area. The cell phone lot and the taxi staging area have a high rate of turnover on a daily basis.

4. In 2017, Taxis, Shuttles and Transportation Network Providers accounted for approximately 264,780 trips.

5. A significant amount of traffic utilizes Airport roadways to access Fairchild Air Force Base and other employers in the immediate area.

2.0 Scope of Service/ Other Requirements

2.1 Scope and Purpose

It is the Board's intent to secure a concession operator for the development, financing, design, construction, operation and maintenance of a new generation Fuel Station, Convenience Store & Tier II Fast Food Restaurant Concession which will provide branded gasoline and diesel fuel, as well as a convenience store offering advanced amenities and inventory. Advanced merchandising will include groceries, sundries, cigarettes, tobacco, beer, wine, snack food, candy, dairy, beverages and other convenience categories. Proposers may propose optional services such as an automated car wash facility or other customer oriented services. The convenience store, fast food restaurant and other amenities shall function as an Airport Concessionaire and will remit a portion of revenues to the Airport.

2.2 Basic Requirements

A. The selected Proposer shall provide a turn-key operation that includes all staffing, equipment and inventory and shall be responsible for all operational issues, janitorial services, maintenance and trash removal incidental to the operation of the concession.

B. Plans and specifications (including landscape design) must be submitted to the Airport for approval no later than 150 calendar days following Board approval of Lease and Concession Agreement. Construction of the project, including landscaping, shall be completed no later than sixteen (16) months from issuance of building permit.

2.3. Site Description

A. The Airport has designated the Premises as outlined on Exhibit A & A-1 for the development of a new, modern generation Fuel Station, Convenience Store & Tier II Fast Food Restaurant ("Facility"). The Premises are comprised of approximately One Hundred Eight Thousand Nine Hundred (108,900) square feet. The Site will be leased in "as is" condition and the Airport makes no warranty as to the present condition of the Premises to include, without limitation, any issue regarding access to the property or the use of the site for its intended purpose.

B. The proposed Facility shall be designed to accommodate high volumes of various vehicle types with sufficient vehicle turning radius and entrance/exit points that minimize congestion.

C. For informational purposes, future development plans being considered by the Airport include relocation of the current cell phone lot to property adjacent to the designated site. The successful Proposer will not be allowed to limit or impede ingress or egress from the area designated for the cell phone lot.

2.4 Airport Investment - Site Improvements

The Airport has made site improvements in the amount of $4,000,000 as follows:

- Earthwork within the proposed project limits, including subgrade, base course, and crushed aggregate top course (for site traffic areas)
- Utilities, including water and sewer stubbed connections, storm, gas, electric, telephone, fiber communication lines
- New paved acceleration and deceleration lanes on Inbound Airport Drive
- New paved acceleration and deceleration lanes on Outbound Airport Drive
- New paved C-Store Road (new connecting roadway between Inbound and Outbound)
- Sidewalk, landscaping and road lighting along C-Store Road

Any additional improvements necessary for the development of the Facility shall be at the sole cost of the successful Proposer.

2.5 Environmental

It will be the sole responsibility of the Proposers to demonstrate knowledge of and compliance with all applicable environmental laws and regulations relating to the management and operation of the Facility.

3.0 TERM

3.1. Term

The term of this Agreement including renewal options shall be not exceed thirty (30) years. Proposer shall propose the initial term and renewal options. The term shall commence the first day of the month following the issuance of the building permit or no later than four (4) months from the Airport's approval of this Agreement. The construction period shall not exceed sixteen (16) months.

4.0 MINIMUM QUALIFICATIONS/OPERATIONAL/SERVICE REQUIREMENTS

4.1. Minimum Qualifications

Proposers must have demonstrated experience in the development and operation of a fuel station, convenience store and a Tier II fast food restaurant and must state its level of experience. Proposers must have a minimum of five (5) years' continuous experience within the last ten (10) years in the operation and management of a fuel station, convenience store and Tier II fast food restaurant on an airport or other prominent retail setting. In determining whether a Proposer has sufficient qualifications to operate a fuel station, convenience store and Tier II fast food restaurant at the Airport, the Board will consider the Proposer's historical and existing financial stability, operating history of the Proposer and other information deemed relevant by Airport Staff. Specific experience of operating on-airport is desirable.

The Proposer must be incorporated or organized under the laws of one state in the U.S. and must be authorized to do business in the State of Washington at the time of Agreement execution.

5.0 OPERATIONAL/SERVICE REQUIREMENTS

5.1. Minimum Development/Operational/Service Requirements

A. Successful Proposer shall, at its sole cost and expense, prepare and deliver to the Board plans and specifications for the proposed structures, landscaping, traffic study and drainage report and all other such work for Board's review and written approval prior to commencement of construction. Successful Proposer shall be responsible for initiating and securing Federal Aviation Administration approval of Form 7460-1, Notice of Proposed Construction or Alteration prior to commencing construction of this project.

B. The selected Proposer shall be responsible for the development, design, financing, construction, operation and maintenance of a regionally or nationally branded new generation Fuel Station, Convenience Store and a nationally branded Tier II Fast Food Restaurant.

C. Lessee shall meet the applicable State and/or local requirements related to storm water runoff generated on Premises.

D. Development Requirements - Interior and Exterior

1. Interior Operation - At a minimum, Proposer shall provide:

a. A building design of three thousand five hundred (3,500) square feet. Two Thousand (2,000) square feet of said building will be dedicated to the convenience store operation. The remaining one thousand five hundred (1,500) square feet shall be utilized as a nationally branded Tier II fast food restaurant. The fast food restaurant shall offer express menu offerings and breakfast, lunch and snack categories. There must be food court seating available.

b. Convenience store and fast food restaurant shall provide adequate store front parking spaces with additional remote parking available from the building as may be required by the Airport in consultation with local permitting authorities.

c. An expanded beverage/grab and go counter will be prominently positioned and will offer full product offerings of breakfast and lunch items, all beverage categories, to include a full range of gourmet specialty hot beverage offerings.

d. Interior, expanded public handicap-accessible restrooms (male and female). The restroom facilities will serve the entire structure and allow 24 hour access. The restrooms will have primary access and shall offer multiple stalls with baby changing stations.

e. Free WiFi shall be provided.

2. Exterior Operation - At a minimum, Proposer shall provide:

a. At least two (2) suitable octane grades of unleaded fuel and one (1) cetane grade diesel for automobile use stored in underground storage tanks.

b. Dispensers at each fueling position which accept at least three (3) nationally recognized credit cards, debit cards and at least one (1) major oil company credit card.

c. All pump islands covered by an overhead canopy

d. At least 4 MPD's with eight (8) fueling positions

e. 24 Hour Service
f. Free self-serve air equipment
g. Free Electric Stations
h. Window Washing Clean Up Stations at each fuel island
i. All grade price signage shall be installed. A reader board shall be incorporated into the overall signage program and LED digital signage will be incorporated into the signage program. Site specific monument signage and a pylon sign shall be installed on the Premises.

5.2 Optional Services

Proposer may propose optional services that will enhance customer service and provide other amenities that the general public may wish to have available. Optional services may include but are not limited to:

a. Stand Alone Restaurant
b. Other Retail
c. Dry Cleaning
d. Car Wash
e. Pet Boarding
f. Lottery Sales

5.3 Prohibited Services

The following services shall not be allowed as part of this concession:

a. Paid or unpaid parking or storage of vehicles (Airport passengers, customers and tenants);
b. Automobile car rental business;
c. Automobile repair, maintenance, towing;
d. Ground transportation services;
e. Any form of advertising, banner ads or similar displays except for approved identification of operation; and
f. Installation or operation of any antennae, satellite dish or other system for third party use.

6.0 GENERAL OPERATING AND SERVICE OBLIGATIONS

6.1 General Operating and Service Obligations

The successful Proposer, at its sole cost and expense, is required to establish, operate, and maintain a high-quality, well managed, and efficiently run regionally or nationally branded Fuel Station, Convenience Store & nationally branded Fast Food Restaurant. The general operating and service obligations include but are not limited to:

A. Operate Facility at all times in a manner approved by the Board.

B. Acquire all operating permits and licenses and comply with all applicable Airport,

Federal, State, County and City rules and regulations.

C. The finished Facility shall be maintained in a first class condition and at the sole cost and expense of the Proposer, and shall include all structural/mechanical/utilities services.

D. Maintain all equipment in good and safe operating order, free from known mechanical defects, and in a clean, neat and attractive condition.

E. Install and maintain on-site video surveillance and security system. Proposer is responsible for its' own security at the Premises.

F. All prices for gasoline and diesel sales shall be posted in conspicuous places. For all gasoline, diesel and other products sold and services performed, the prices shall be fair, reasonable and competitive with those generally charged by the operators of service station facilities within a two (2) mile radius of the Airport.

G. All prices charged for food and beverage shall be fair, reasonable and competitive with those generally charged by the operators of similar facilities within a two (2) mile radius of the Airport.

H. Hours of operation will apply seven (7) days per week, 24 hours per day, three hundred sixty-five (365) days per year, unless otherwise permitted by prior written consent of the Board.

I. Keep the leased premises clean, businesslike and orderly at all times. Pay for all utilities, maintenance, snow removal and provide for the proper disposal of all trash and debris. Trash and other refuse must be placed in proper containers and screened from public view.

J. Submit to the Board for approval detailed written operating procedures on or before commencement date.

K. Select and appoint a full-time, on-site manager for its operation.

M. All site landscaping and maintenance thereof shall be at the Proposer's sole cost and expense.

N. Maintain all required comprehensive general and automobile liability insurance, liquor liability and environmental liability coverage to cover loss, leakage, or spillage of fuel or gasoline products in such amounts as may be required by all applicable Airport, Federal, State, or local laws, rules, or regulations.

O. All operations and development shall comply with the Spokane International Airport Non-Aeronautical Covenants, Conditions & Restrictions ("CC&R's) (attached as Exhibit C).

P. Preform renovation and modernization of the Premises every ten (10) years as outlined in the Sample Lease and Concession Agreement.

7.0 FEES/COMPENSATION

7.1. Financial Consideration

Lessee shall pay the Land Rent, Minimum Annual Guarantee and Percentage Fees as outlined below for the Premises demised herein and for the rights and privileges granted by this Agreement:

A. Land Rent

1. The Minimum Land Rent accepted by the Airport is $0.52 per square foot per annum.

2. Proposer may propose a higher land rent and such higher rent shall be given additional consideration as part of the evaluation.

3. The Land Rent is subject to adjustment every five (5) years thereafter as outlined in the Sample Lease and Concession Agreement.

4. The Land Rent shall be subject to Washington State Leasehold Excise Tax pursuant to Chapter 82.29A of the Revised Code of Washington. The current Washington State Leasehold Excise Tax is 12.84%.

B. Concession Fees:

Lessee shall pay to the Board the greater of the Minimum Annual Guarantee ("MAG") or Percentage Fees as defined below. The Concession Fees shall be consideration for the concession privileges granted under this Agreement.

1. Minimum Annual Guarantee

a. Upon Beneficial Occupancy which is defined as the day the Facility opens to the public or no later than sixteen (16) months following commencement of construction, whichever comes first, Lessee shall pay to the Airport in equal monthly payments, a MAG.

b. The minimum MAG accepted by the Airport is Sixty Thousand Dollars ($60,000) and shall adjust every year as outlined in the Sample Lease and Concession Agreement.

c. Proposer may propose a higher MAG than the minimum and such higher MAG shall be given additional consideration as part of the evaluation.

2. Percentage Fees

a. Lessee shall, upon Beneficial Occupancy, pay to the Board, a Percentage Fee, during the term and renewal options of the Agreement as outlined in the Sample Lease and Concession Agreement. The minimum accepted Percentage Fees are as

follows:

Mandatory Services	Percentage of Gross Revenue
1. Convenience Store (Food/Beverage/Retail/Other Services)	4%
2. Fast Food Restaurant	4%

Optional Services (if included in Proposal)	Percentage of Gross Revenue
1. Stand Alone Restaurant	4%
2. Other Retail	4%
3. Dry Cleaning	4%
4. Car Wash	4%
5. Pet Boarding	4%
6. Lottery Sales	4%

Proposer may propose higher percentage fees than the minimums and such higher percentage fees shall be given additional consideration as part of the evaluation.

8.0 SUBMISSION OF REQUIREMENTS

8.1 Proposal Format and Content

The Board has made every effort to include enough information within this RFP for a Proposer to prepare a responsive proposal. Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposers are further advised that lengthy or wordy submissions are not necessary.

Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer and should be marked with the name of this RFP as indicated on page 1 of this RFP.

Each Proposer shall submit and provide all of the following information in the order shown below and assembled as one with each section clearly marked.

a. Identify Regionally or Nationally Branded Fuel Station and Convenience Store and confirm square footage.

b. Identify Nationally Branded Tier II Fast Food Restaurant and confirm square footage of area including food court seating area capacity.

c. Proposed initial term and renewal options.

d. Proposed Land Rent, MAG and Percentage Fees to be paid to the Board.

e. Proposed capital investment for new Facility.

f. Provide a written statement regarding the Proposer's ability to satisfactorily perform the Minimum Operational and Contractual Requirements as described in Section 4 and Section 5. This shall include name of business entity submitting the proposal, identifying the state and date of incorporation, if a partnership or joint venture, names and addresses of all partners or joint venturers. If an entity is created solely for the purpose of responding to this

RFP, Proposer shall also provide written evidence that if chosen as the concessionaire, before commencing operations under the terms of the Agreement, it will be authorized to do business in the State of Washington.

g. Evidence of Proposer's financial stability which shall include an Income Statement and Balance Sheet certified by a certified public accountant for the last completed fiscal year or calendar year. If the Proposer uses any sublessees, all financial information listed above must be submitted for each entity. Collusion among Proposers of the submission of more than one proposal under different names by any firm or individual shall be cause for rejection of all such proposals without consideration.

h. Written description of Proposer's prior experience which shall include number of years in a fuel station, convenience store and fast food restaurant business; and, where applicable, a list of specific clients along with addresses, client contacts, and phone numbers. On-airport experience is desirable.

i. A pro forma statement from Proposer indicating estimated annual gross revenues for the first ten (10) years of Lease & Concession term and a proposed pricing schedule for the mandatory services outlined in Section 3.

j. Proposer's Management and Operating Plan to include: hours of operation and staffing; a description of Proposer's personnel management structure and qualifications of staff; and a general description of the program for meeting ACDBE goals.

k. Detailed description of proposed Facility design and layout to include a listing of building materials to be used in the construction of the new Facility.

l. Written statement that the Performance Bond of $50,000.00 as stated in Section 9, Paragraph 9.3B can be provided in the form of a performance bond, letter of credit, or cashier's check.

m. A Proposal Deposit in the form of a cashier's check in the amount of $5,000 (Five Thousand Dollars) and payable to the Board as stated in Section 9, Paragraph 9.3 A. Said cashier's check shall be given as security to guarantee that if the proposal is accepted, the Lease and Concession Agreement will be executed and that all bond and insurance requirements will be met. The Proposal Deposit submitted by unsuccessful proposals will be returned following execution of a Lease and Concession Agreement with the successful Proposer.

n. Written evidence of Proposer‘s ability to provide all forms of insurance as specified in Section 9, Paragraph 9.1).

9.0 CONTRACTUAL REQUIREMENTS

9.1 Insurance and Indemnification

A. The Proposer shall indemnify the Board, the City and County of Spokane, their elected officers, agents, and employees from and against any and all losses resulting from or arising out of the Proposer's operations under this agreement. The Proposer assumes all risk incident to, or in conjunction with providing services and facilities.

B. Proposer shall, at its expense, maintain insurance in full force and effect during the term of the Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to do business in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and

maintain such insurance shall constitute a default under the Agreement. The insurance policy(ies) shall be a commercial General Liability and Automobile Liability insurance coverage to cover all operations of the Proposer and shall include, but not by way of limitation, bodily injury, property damage, products liability, automobile including owned, non-owned, leased and hired, Workers Compensation and Employers Liability Insurance, Underground Storage Tank insurance, Pollution Legal Liability and contractual coverage. The Board, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to Proposer's use of the Airport and the Premises which are subject of the Lease & Concession Agreement.

C. The Proposer's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Lessee shall promptly upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of the Lease & Concession Agreement.

D. The General Liability and Automobile Liability coverage shall not be less than One Million Dollars ($1,000,000), combined single limit per occurrence with an annual aggregate coverage of Two Million Dollars ($2,000,000) with a minimum limit of Five Million Dollars ($5,000,000) per occurrence including excess. Proposer shall provide Underground Storage Tank insurance and Pollution Legal Liability to cover tanks and fueling operations. Coverage shall not to be less than Five Million Dollars ($5,000,000) per occurrence. Lessee shall maintain Liquor Liability insurance coverage in the amount of One Million Dollars ($1,000,000) per occurrence with an annual aggregate coverage of Two Million Dollars ($2,000,000) with a minimum limit of Five Million Dollars ($5,000,000) per occurrence including excess.

9.2 Public Records

A. Each Proposer agrees that all information, data, documentation, and material submitted or provided by the Proposer shall become the property of the Airport and it shall not be returned to the Proposer. The Airport is subject to the open records requirements of Washington State Public Records Statutes. After Airport approval of a Lease and Concession Agreement, all information, data, documentation, and material submitted shall be considered public information and may be made available for inspection in accordance with the laws of the State of Washington. Any proprietary information, data, documentation, and material that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified in the proposal however; such identification does not guarantee its confidentiality. Proposer specifically waives any claims against Airport related to the disclosure of any materials if made pursuant to a public records request.

B. Proposer must submit a letter stating reasons for claiming confidentiality for every type of information that may be stamped confidential. Failure to comply with these procedures may result in the disclosure of this information. Proposer may be required to intervene in any public records request in order to protect its rights to confidential or proprietary information.

9.3 Proposal Deposit and Performance Bond

A. A proposal deposit in the form of a cashier's check in the amount of Five Thousand Dollars ($5,000), payable to Spokane Airports, must accompany proposal. Cash will not be accepted. Proposals that do not include a Proposal Deposit will not be considered. The Proposal Deposit shall be submitted with the understanding that it will guarantee that the Proposer will not withdraw the proposal for a period of one hundred twenty (120) days after the proposal submission deadline (due date) and that if the proposal is accepted by the Board, the Proposer will, in a timely manner, enter into a Lease and Concession Agreement with the Board substantially in the form as provided in the Request for Proposal. Failure upon the part of the successful Proposer to execute and deliver a Lease and Concession Agreement and any other required information, data, documentation, or material to the Board and perform all related obligations within sixty (60) days after the date of written notice of award shall be just cause for cancellation of the award by the Board and the forfeiture of the proposal deposit, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained by the Board. The award of the Lease and Concession Agreement may then be made to another Proposer or all proposals may be rejected at the Board's sole discretion. The Board will return the proposal deposit without interest to all Proposers who are not selected as the successful Proposer within five (5) working days after a Lease and Concession Agreement has been executed by the Board with the successful Proposer. If the Board elects to reject all proposals, the proposal deposit will be returned without interest to all Proposers within ten (10) working days of the decision to do so.

B. Proposer to obtain a bond or irrevocable letter of credit in the amount of Fifty Thousand ($50,000) as outlined in the Sample Lease and Concession Agreement that assures the timely, full, and faithful performance of the all of the Proposer's obligations to the Board.

9.4. ACDBE PARTICIPATION

A. In accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart C, the Board has implemented an Airport Concessions Disadvantaged Business Enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate or participate in the operation of an airport business. An ACDBE goal of 0.25%, as measured by total estimated annual gross revenues, has been established. The Lessee shall take all necessary and reasonable steps to achieve this goal. Proposer must complete Forms 1 & 2 attached hereto as Exhibit I.

B. ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards in 49 CFR Part 23, Subpart C. In the event that the Lessee qualifies as an ACDBE, the goal shall be deemed to have been met.

C. If the Lessee will be unable to achieve the ACDBE goal stated herein, it will be required to provide documentation demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, sublease, partnership, or other eligible arrangement with a ACDBE firm.

9.5 Additional Information

Additional information about the proposer may be requested by the Board at a later date and prior to making a recommendation to the Board for approval of a Lease and Concession Agreement.

10.0 EVALUATION CRITERIA

10.1 Evaluation Criteria

A. Each proposal will be reviewed by an Evaluation Committee comprised of Airport Staff. The Board reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal. All proposals will be treated equally with regard to this item. The Committee will evaluate proposals on the basis of the guidelines set forth in this RFP and will present its findings to the Board Finance Committee. Proposals will be evaluated on the following criteria:

1. Fuel Station, Convenience Store & Fast Food Restaurant Facility Design, Layout and Regional and National Brands

a. Proposer's sketch plan level or better facility design and layout for a new facility. Included will be an evaluation of proposed building materials and other facility aesthetics. (Must meet Airport Non-Aeronautical CC&R's). The Facility design shall complement existing Airport facilities (Airfield Maintenance Facility, Parking Office and Fire Station).

b. Proposed Regionally or Nationally Branded Fuel Station/Convenience Store

c. Proposed Nationally Branded Tier II Fast Food Restaurant

2. Financial Proposal and Stability

This shall include: proposed Land Rent, MAG and Percentage Fees to be paid to the Board; proposed Capital Investment in new facilities; proposed pricing for mandatory and optional services; proposer's pro forma statement; and Proposer's income statement and balance sheet.

3. Experience, Management and Operational Plan

This shall include staffing, services to be provided to customers, experience of Proposer's executive management having oversight responsibilities, and hours of operation.

1. Optional Services

List all optional services and amenities proposed to be offered to the general public at the Facility. Optional Services proposed shall be given additional consideration.

B. The following evaluation criteria have been established to determine which Proposer will best meet the overall goals of the Board:

#	Element	Maximum Score
1	Facility Design, Layout and Regional/National Brands	40 pts
2	Financial Proposal and Stability	30 pts
3	Experience, Management and Operational Plan	20 pts
4	Optional Services	10 pts

EXHIBIT A & A-1

SITE MAPS

EXHIBIT A
FUEL/C-STORE

LEASEHOLDER:

DATE: JULY 12, 2018

9000 West Airport Dr., Ste. 204
Spokane, WA 99224

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LEGEND

- UG — BURIED POWER
- OH — OVERHEAD POWER
- G — AVISTA GAS LINE
- SS — SANITARY SEWER
- W — WATER LINE
- TEL — TELEPHONE
- F/O — FIBER OPTIC

NOTE: LOCATION OF UTILITIES SHOWN ARE APPROXIMATE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.

0 100 200 400 600

EXHIBIT A-1
FUEL/C-STORE

LEASEHOLDER:

DATE: JULY 12, 2018

9000 West Airport Dr., Ste. 204
Spokane, WA 99224

EXHIBIT B

SAMPLE LEASE AND CONCESSION AGREEMENT

SAMPLE

LEASE AND CONCESSION AGREEMENT

BETWEEN

SPOKANE AIRPORT

AND

_____

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LEASE AND CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport" and _____, a _____ company, hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the City and County of Spokane, State of Washington, and is authorized to grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the Airport desires to have a Fuel Station, Convenience Store & Fast Food Restaurant at SIA, more fully described herein and as outlined in the Request for Proposals dated July 18, 2018; and

WHEREAS, Lessee submitted a Proposal dated _____ to finance, design, develop, construct, operate and maintain a Fuel Station, Convenience Store & Fast Food Restaurant at SIA; and

WHEREAS, the parties hereto desire to enter into a Lease and Concession Agreement, hereinafter referred to as "Agreement", granting the Lessee the use, together with others, of a portion of SIA and its appurtenances and the lease of certain Premises hereinafter demised;

NOW, THEREFORE, in consideration of the Premises provided herein, the rights and privileges and the mutual covenants and conditions hereinafter contained and other valuable considerations, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. AGREEMENT DOCUMENTS

The "Agreement Documents" consist of this Agreement and the documents listed below, issued prior to the execution of this Agreement and all addenda issued subsequent thereto. An enumeration of the Agreement Documents is set forth below:

a) This Agreement; and
b) The Request for Proposals dated July 18, 2018 (with Exhibits)
c) Lessee's Proposal dated _____

The Agreement Documents are attached hereto and made a part hereof. In the event of conflict between the Contract Documents, the provisions of this Agreement shall prevail over the Request for Proposals and Lessee's Proposal, and the Request for Proposals shall prevail over the Lessee's Proposal.

SAMPLE

2. TERM

A. The term of this Agreement shall be for a period of _____ (__) years commencing the first day of the month following the issuance of the building permit or no later than four (4) months from the Airport's approval of this Agreement.

B. Lessee shall have the option to renew this Agreement for _____ (__) _____ (__) year Renewal Option(s). Should Lessee desire to exercise said Renewal Option(s), Lessee must give written notice of its intent at least twelve (12) months in advance of the expiration of the initial term. Said Renewal Option is contingent upon Lessee submitting a renovation and/or modernization plan to the Airport for approval. Subject to the renovation and/or modernization plan approved by the Airport, the extension of the term shall be on the same terms and conditions as the original Agreement with the exception of rent and fees, which shall be adjusted as set forth in ARTICLE 7 – ADJUSTMENT OF LAND RENT, MINIMUM ANNUAL GUARANTEE & PERCENTAGE FEES DURING THE TERM AND RENEWAL OPTION. The right of Lessee to exercise the Renewal Option shall be conditioned upon it not being in default under any terms, covenants, or conditions of this Agreement or any Amendments thereto. In the event of cancellation of this Agreement, any unexercised right to extend this Agreement shall be null and void.

C. It is agreed by the parties hereto that in addition to any provisions set forth herein, this Agreement shall be subject to cancellation by either party upon thirty (30) days' notice should Lessee fail to obtain all approvals, permits, etc., including but not limited to, all utility hookups, necessary to commence construction.

3. PREMISES

The Airport hereby leases to Lessee certain improved Premises located at SIA consisting of for approximately One Hundred Eight Thousand Nine Hundred (108,900) square feet of improved land hereinafter referred to as "Premises". The Premises are more particularly set forth on Exhibit A, attached hereto and made a part hereof. The square footage of the Premises shall be subject to adjustment based on the final plans and specifications and as approved by the Airport. The Airport shall provide a site plan of the Premises and such site plan shall become a part of this Agreement.

4. USE OF PREMISES

A. Lessee shall construct and operate a new generation Fuel Station, Convenience Store & Fast Food Restaurant under the trade name of _____ which shall be of similar design, construction and operating style of other _____franchises in the United States. The rights and privileges granted hereunder are non-exclusive. Nothing herein prevents the right of the Airport to enter into an agreement with another party for construction of a Fuel Station, Convenience Store or Fast Food restaurant on other Airport-owned property. The Premises shall be used for no other purpose without the prior written consent of the Airport. The design and construction of all leasehold improvements shall be in accordance with ARTICLE 2 - TERM and ARTICLE 19 - CONSTRUCTION, MAINTENANCE AND REPAIR OF LESSEE'S LEASEHOLD IMPROVEMENT/TRADE FIXTURES and completed no later than sixteen (16) months from the date of final issuance of all applicable permits necessary to commence construction.

SAMPLE

B. Lessee shall not provide parking for anyone other than employees or customers of the Fuel Station, Convenience Store & Fast Food Restaurant. Lessee shall not be allowed nor shall Lessee permit automobile parking on the leased Premises for which a charge is made for said parking. Lessee shall not allow any customer vehicles to remain on the Premises once they have completed their transactions.

C. The Premises shall be delivered to Lessee in its existing condition. Direct access to and from the Premises shall be from Inbound and Outbound Airport Drive.

D. Lessee, its agents, employees, suppliers, and others doing business with Lessee shall have the right of ingress and egress to and from the Premises and the public use areas/facilities used in connection therewith, over designated Airport property and roadways, subject to reasonable rules and regulations governing the use of the Airport and as same may be promulgated by the Airport from time to time, which include but are not limited to the Airport's rules and regulations governing ground transportation operators. No commercial activity of any kind shall be conducted on the Premises except those authorized in Section A of this Article. Any other activities must have prior written approval by the Airport.

E. Subject to and in accordance with this Agreement and all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the Airport for the regulation thereof, Lessee may, together with others, use SIA and its appurtenances together with all public use areas/facilities for the purpose of conducting its business as defined herein.

5. INSPECTIONS

A. The Premises and improvements may be subject to annual inspections for aesthetics and use of Premises by the Airport.

B. The Premises and improvements shall be subject to structural and roof inspections at the Renewal Option as specified in ARTICLE 2 – TERM and shall be at Lessee's expense. Said inspection is to determine the aesthetic, structural and roof condition of the Premises and improvements thereon. The inspections shall be conducted by a qualified structural engineer and roof inspector. Inspections shall also be conducted by the Airport for the purpose of inspecting the Lessee's allowed use of Premises as specified in ARTICLE 4 – USE OF PREMISES. In the event of any dispute arising as a result of the structural and roof inspections, a second inspection shall be obtained and the inspector shall be mutually selected and funded by the Airport and Lessee. The results of the second inspection report shall be considered final and binding to both parties. Inspection reports are subject to the review and approval of the Airport.

C. Pursuant to the completion of inspections and submission of reports, should the Airport determine that repairs to the Premises are necessary, said repairs shall be completed no later than six (6) months from the date of notification to the Lessee of the results of the inspection report. The Premises and improvements thereon may be subject to subsequent annual inspections for aesthetics and use of Premises by the Airport. Premises and improvements shall be subject to structural and roof inspections every ten (10) years thereafter and shall be at the Lessee's expense.

D. In the event of any dispute arising from the result of annual inspections for aesthetics and Agreement compliance, or the structural and roof inspections at the Renewal

SAMPLE

Option and every ten (10) years thereafter, said dispute shall be resolved in good faith by the Airport and the results communicated in writing to the Lessee within ninety (90) days of determination. Should good faith efforts fail then the Airport reserves the right to make a final determination as to the results and necessary remedial action as to the structural and roof inspections and appropriate aesthetics of the Premises and improvements thereon and allowable uses consistent with the terms and conditions of this Agreement. The foregoing notwithstanding, the Airport acknowledges that decisions regarding the aesthetics of the Fuel Station, Convenience Store or Fast Food restaurant on the Premises must be approved by the franchisor and Lessee acknowledges the aesthetics of the facility must meet the Airport's approval in accordance with the Airport's Non-Aeronautical Property Covenants, Conditions and Restrictions (CC&R's), attached.

6. LAND RENT, MINIMUM ANNUAL GUARANTEE & PERCENTAGE FEES

Lessee agrees to pay to the Airport, the rent and fees outlined below, for the Premises demised herein and the rights and privileges granted by this Agreement.

A. Land Rent

1. Lessee shall pay by the first (1st) day of each month, Land Rent in the amount of _____ cents ($0._____) per square foot per annum for approximately One Hundred Eight Thousand Nine Hundred (108,900) square feet commencing upon the effective date of the term as outlined in ARTICLE 2, Paragraph A of this Agreement. The Land Rent is subject to adjustment as outlined in ARTICLE 7 – ADJUSTMENT OF LAND RENT, MINIMUM ANNUAL GUARANTEE & PERCENTAGE FEES DURING THE TERM OF THE AGREEMENT AND RENEWAL OPTIONS, Paragraph A.

2. The Land Rent shall be subject to Washington State Leasehold Excise Tax pursuant to Chapter 82.29A of the Revised Code of Washington. The current Washington State Leasehold Excise Tax is 12.84%.

B. Concession Fees: Lessee shall pay to the Board the greater of the Minimum Annual Guarantee ("MAG") or Percentage Fees as defined below. The Concession Fees shall be consideration for the concession privileges granted under this Agreement.

1. Minimum Annual Guarantee

a. Upon Beneficial Occupancy which is defined as that day upon which the facility opens to the public for business, or no later than sixteen (16) months following commencement of construction as defined in ARTICLE 4 – USE OF PREMISES, whichever comes first, Lessee shall pay to the Airport, by the first (1st) day of each month, a MAG in equal monthly payments.

b. The initial MAG is $_____ and shall adjust annually thereafter during the term of this Agreement as outlined in ARTICLE 7 – ADJUSTMENT OF LAND RENT, MINIMUM ANNUAL GUARANTEE & PERCENTAGE FEES DURING THE TERM OF THE AGREEMENT AND RENEWAL OPTIONS, Paragraph B.

SAMPLE

2. Percentage Fees

a. Lessee shall, upon Beneficial Occupancy, pay to the Airport by the tenth (10^{th}) day of each month, during the initial five (5) year period of this Agreement, Percentage Fees on gross revenues as follows:

Mandatory Services

1. Convenience Store (Food/Beverage/Retail/Other Services) ____%
2. Fast Food Restaurant ____%

Optional Services (Proposed by Lessee)

1. ____ %
2. ____ %
3. ____ %

All Percentage Fees in excess of the MAG shall be consideration for the concession privileges granted under this Agreement.

3. On or before the tenth (10th) day of each calendar month during the term of this Agreement, or any extension thereof, the Lessee shall submit to the Airport a detailed statement of gross revenues and payment, as defined in this Article. This statement shall be for the preceding calendar month and shall show such reasonable detail and breakdown as may be required by the Airport, including but not limited to, the gross revenue from convenience store and fast food restaurant sales. The Lessee shall pay to the Airport at the time the report is made, the excess of the MAG, if any, the percentages of Lessee's gross revenue for the preceding calendar month. The percentages of gross revenue are outlined in Paragraph C of this Article.

4. Gross Revenues as used herein and with respect to fuel, food, beverage, retail, and other services provided by Lessee on SIA shall include all charges or other fees received or collected by Lessee on all sales made by Lessee including retail and food revenues of every kind and character derived from, arising out of, or payable on account of, the business conducted by Lessee or from the operations of Lessee under this Agreement, whether for cash or credit, including fair market value of in-kind exchange of goods or services and without any deduction for credit card discounts or credit card services. Gross Revenues shall not include Federal, State or local retail sales or municipal taxes, tips, gratuities, free or compensatory meals for employees of Lessee, or refunds made by the Lessee to a customer because of unacceptable or unsatisfactory goods or services.

C. Lessee's payments to the Airport shall be free from all claims, demands or setoffs, of any nature, by any person, corporation or entity. Payments shall be the absolute and sole property of the Airport.

D. Performance and Payment Bond

Lessee agrees to post with the Airport, no later than fourteen (14) days following execution of this Agreement, and shall maintain for the initial five (5) years of the Agreement, a Performance/Payment Bond in the amount of Fifty Thousand Dollars ($50,000). Such bond shall be executed by the Lessee as principal, and by a surety company authorized to do business

SAMPLE

in the State of Washington, as Surety, and conditioned upon the full and faithful performance by the Lessee of all the terms and conditions set forth in this Agreement, and the payment by the Lessee of all amounts required to be paid by the Lessee to the Airport under the terms of this Agreement. Lessee may provide a cash bond, bank, cashiers or certified check, or an irrevocable letter of credit payable without condition to the Airport in lieu of a Performance/Payment Bond. Any alternate security shall be upon terms and conditions acceptable to the Airport. This provision may be waived by the Airport after two (2) years if Lessee has remained current in payment of all fees and rents and if this Agreement has not been assigned.

E. Records and Reports of Lessee

Lessee shall keep full and accurate books and records, in a manner acceptable to the Airport, showing all fuel, convenience store and restaurant sales and services, gross revenues and sales taxes. The Airport shall have the right through its representatives, and at all reasonable times, to inspect any and all records and books. The Lessee agrees that all such records and books shall be available to the Airport at the Premises for at least a five (5) year period following the end of each calendar year of this Agreement. The Lessee shall provide, within sixty (60) days after each calendar year of this Agreement, an annual statement of Gross Revenues for all business conducted by Lessee on the Premises. Said statement shall be certified by an officer of the Lessee showing that the fees paid by the Lessee were made in accordance with the terms of this Agreement.

F. Audit:

1. The Airport reserves the right, at the Airport's expense, to inspect all of the Lessee's financial records for the purpose of verifying Gross Revenues. The Airport shall give Lessee fourteen (14) days written notice of said inspection of records. Further, the Airport reserves the right to demand an independent audit conducted in accordance with generally accepted auditing standards of all the Lessee's financial records**.** If, as a result of said audit, it is determined that the Lessee has understated the Gross Revenues by three percent (3%) or more per year, the entire expense of said audit shall be borne by the Lessee. Any additional percentage fee due shall be paid by the Lessee to the Airport, with interest thereon at the maximum legal rate allowed or 18% per annum, whichever is greater from the date such additional fees were due which is the day under reporting commenced.

2. All records, accounts, books and data accounting of Lessee shall be in a spreadsheet format or a format that is able to be converted to a spreadsheet and is provided to the Airport in electronic format.

3. Lessee recognizes that the Airport will incur additional costs if records requested by the Airport are not provided in a timely manner and the amount of those costs is difficult to establish with certainty. Consequently, a penalty shall be established as follows:

a. If Lessee has not provided any record requested by the Airport within thirty (30) days after said request was submitted to Lessee, Lessee shall pay the Airport One Hundred Dollars ($100.00) per day until all such records have been provided to Airport The per day penalty will continue to accrue, in addition to interest, at the greater of the maximum legal rate allowed or 18% per annum, until all records requested by the Airport are satisfied and payment of penalty shall not be offset against any other amount due the Airport.

G. Such charges as may now be or may be established in the future, may be imposed upon the Lessee in the same manner as other users, in accordance with rules, regulations and resolutions by the Airport.

7. ADJUSTMENT OF LAND RENT, MINIMUM ANNUAL GUARANTEE & PERCENTAGE FEES DURING THE TERM AND RENEWAL OPTIONS

A. The Land Rent as outlined in ARTICLE 6, Paragraph A of this Agreement shall be adjusted on the sixth (6^{th}) year and every ten (10) years thereafter by an appraisal done by an MAI Appraiser selected by the Airport, to determine the then current Fair Market Land Rent. The Land Rent shall be adjusted every other five (5) year period by the percentage change in the "Revised Consumer Price Index" for the previous five (5) year period. The most recently published CPI available shall be used. The Consumer Price Index" is defined as the "Pacific Cities and U.S. Average" specified for "All Items," related to West-B/C published by the Bureau of Labor Statistics, U.S. Department of Labor. In no event shall the Land Rent be less than that for the previous adjustment period.

B. The Minimum Annual Guarantee shall be subject to adjustment annually on the anniversary date of Beneficial Occupancy based upon 90% of the Percentage Fees paid to the Airport in the prior year or 103% of the MAG for the prior year, whichever is greater. In no event shall the MAG be less than the MAG for the prior year.

C. The Percentage Fees, as outlined in ARTICLE 6, Paragraph B.2 shall be adjusted on the sixth year and each five (5) years thereafter during the term and Renewal Options (provided Lessee exercises its' Renewal Options) by surveying similar Fuel Station, Convenience Store & Fast Food Restaurant facilities located at Airports in the United States. No such adjustment during the term or the Renewal Options shall result in the Percentage Fees being less than the previous adjustment period.

8. PRICING

A. All prices for gasoline and diesel sales shall be posted in conspicuous places. For all gasoline, diesel and other products sold and services performed, the prices shall be fair, reasonable and competitive with those generally charged by the operators of service station facilities within a two (2) mile radius of the Airport.

B. All prices charged for food and beverage shall be fair, reasonable and competitive with those generally charged by the operators of similar facilities within a two (2) mile radius of the Airport.

9. HOURS OF OPERATION

Hours of operation will apply seven (7) days per week, 24 hours per day, three hundred sixty-five (365) days per year, unless otherwise permitted by prior written consent of the Airport.

10. FAILURE TO PAY RENT

A. No demand for rent or fees need at any time to be given. In the event Lessee fails to pay rents, fees, charges or billings as required under the provisions of this Agreement after the

SAMPLE

payments become due, as described in ARTICLE 6 - LAND RENT, MINIMUM ANNUAL GUARANTEE & PERCENTAGE FEES interest at the maximum legal rate, or 18% per annum, whichever amount is greater, shall be assessed until fully paid. The implementation of this provision shall not preclude Airport from terminating this Agreement for default in the payment of rents, fees or charges, or from enforcing any other provisions contained herein or pursuing any other remedy allowed by law and/or equity.

B. Failure to pay the amounts due or comply with any other of the Lessee's financial obligations to the Airport under this Agreement, shall entitle the Airport to re-enter and take possession of the Premises upon giving the Lessee ten (10) days advance written notice of its intent to do so, if said monetary default has not been remedied within said ten (10) day period. However, the Airport may extend the time period to correct the default if, in its opinion, due diligence is shown by the Lessee in curing the default.

C. The Airport's agents or employees shall not be liable for any civil or criminal claims or cause of action because of entering the premises and improvements at reasonable times and in a reasonable manner to carry out the provisions of this Article.

D. All payments hereunder other than the Land Rent and MAG outlined in ARTICLE 6, Paragraph A and Paragraph B1, shall be considered delinquent if not received by the 10th of the month due.

11. ACDBE PARTICIPATION

A. In accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart C, the Airport has implemented a disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate or participate in the operation of an airport business. An ACDBE goal of .25%, as measured by total estimated annual gross revenues, has been established. The Lessee shall take all necessary and reasonable steps to achieve this goal.

B. ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards in 49 CFR Part 23, Subpart C. In the event that the Lessee qualifies as an ACDBE, the goal shall be deemed to have been met.

C. If the Lessee will be unable to achieve the ACDBE goal stated herein, it will be required to provide documentation demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, sublease, partnership, or other eligible arrangement with a ACDBE firm.

Lessee shall submit information concerning the ACDBE firm(s), including:

- Name and address of each firm
- Annual estimated gross receipts to be earned by each named firm
- Description of the legal arrangement(s) underlying each ACDBE's participation
- Total overall estimated annual gross receipts to be earned by the Lessee.

SAMPLE

D. ACDBE firms that are not certified as such must have submitted a certification application and be certified by the State of Washington by the date the Agreement is executed. The foregoing requirements with respect to ACDBE participation are not intended to force the Lessee to change its business structure.

12. ADDITIONAL RIGHTS AND OBLIGATIONS OF LESSEE

Lessee hereby covenants and agrees as follows:

A. Lessee shall observe and comply with any and all applicable Federal, State and local laws, statutes, ordinances, regulations and standards and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time, be promulgated by the Airport concerning management, operation or use of SIA.

B. Lessee shall be responsible for all associated design, architectural and engineering fees.

C. Lessee shall meet all expenses in connection with its operation at SIA, and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Lessee by the City, County and State, and that it will secure all such permits and licenses.

D. In conduct of its business at SIA, the Lessee, its employees, agents and servants shall obey all applicable rules, regulations and ordinances and laws at SIA, and others which are now, or may from time to time be promulgated by the Airport.

E. Vehicular and equipment parking by the Lessee, its agents, servants, employees or licensees shall be restricted to the leased Premises. Parking on unpaved areas is prohibited.

F. Lessee shall exercise due and reasonable caution to prevent fire and accidents on the Premises. Should Lessee fail to remove or abate a fire or other hazard caused by the Lessee, its agents, employees, patrons or suppliers after direction to do so, Airport may remove the hazard and charge the cost thereof to the Lessee.

G. Lessee shall abide by all security restrictions and regulations set forth by the Airport or any agency having jurisdiction at SIA. Lessee shall provide video surveillance and a security system for Lessee's business located on the Premises, and shall be responsible for its own security for the Premises.

H. Lessee shall keep and maintain the Premises in good condition, order and repair during the time of occupancy of Premises, and to surrender the same upon the termination of this Agreement in the condition in which they are required to be kept, reasonable wear and tear and damage by casualty not caused by Lessee's negligence excepted.

I. Lessee agrees for itself, its agents and employees that it shall not perform any acts or carry on any practices which would result in the necessity to repair or replace Airport property, normal wear and tear excluded, or be a nuisance or menace to other users of SIA.

J. Personnel performing services at SIA shall be neat, clean and courteous. Lessee

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shall not permit its agents, servants or employees to conduct business or otherwise act in a loud, noisy, boisterous, offensive or objectionable manner.

K. Lessee shall observe and comply with any and all applicable Federal, State and local laws, statutes, ordinances and regulations and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time be promulgated by Federal, State or local government or agency thereof.

L. To the extent of its capabilities, Lessee agrees to cooperate with the Airport and/or any other operator in dealing with aircraft or related emergencies at SIA.

M. In accordance with Airport Grant Assurances, Lessee shall take appropriate action to protect instrument and visual operations at SIA. Lessee shall adequately clear and protect SIA operations by removing, lowering, relocating, and marking all lighting hazards on their Premises including shading or adjusting lighting to prevent glare, installation of obstruction lighting as instructed by the Airport.

13. HAZARDOUS MATERIALS

A. Airport warrants and represents that to the best of its knowledge that no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the Premises, and that the Premises are free of Hazardous Substances as of the date hereof in compliance with all applicable Airport, Federal, State and local laws, regulations and ordinances.

B. The Airport shall indemnify, defend and hold the Lessee harmless from any and all costs due to Hazardous Substances that Lessee establishes flowed, leached, diffused, migrated, or percolated into, onto, or under the Premises from adjacent properties after the term of the Agreement commences.

C. Lessee agrees to indemnify, defend and hold harmless Airport from any and all claims, damages, from or in connection with the presence of Hazardous Substances in or on the Premises, unless the Hazardous Substances are present as a result of the negligence, willful misconduct, or other acts of Airport; its agents, employees, contractors or invitees. Without limitation of the foregoing this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

D. For the purposes of this Article, the term "Hazardous Substances" shall be interpreted broadly to include but not be limited to substances designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., or the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq. or as may be amended, the Model Toxics Control Act (M.T.C.A.), R.C.W. 70.105D, et seq., and any applicable federal, state, or local law or regulation and any applicable State law or any other federal, state, or local law or regulation.

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14. HAZARDOUS SUBSTANCES STORAGE

A. The Lessee is solely responsible for taking all steps and actions to remove or remediate any Hazardous Substances or any other environmental contamination on or under the Premises that are a result of the Lessee's use or occupancy of the Premises. The Lessee is responsible for the protection of public health and safety and the environment from actual or potential harm and is obligated to ensure that the Premises are in compliance with all Environmental Laws. If any remediation work is required, Lessee, at its sole expense, shall perform all work required and provide to the Airport for approval, a written plan of action for completing said remediation work.

B. Hazardous Substances

1. Except for any Hazardous Substances used in the operation and maintenance of the Premises for shipping container storage, used in commercially reasonable quantities and in compliance with Environmental Laws, Lessee shall not engage in or allow the generation, use, manufacture, treatment, transportation, or storage of any Hazardous Substance in, on, under, or adjacent to the Premises, except by written permission of the Airport.

2. Lessee shall not engage in or allow the unlawful release of any Hazardous Substance in, on, under or adjacent to Lessee's Premises (including air, surface water and ground water on, in, under or adjacent to the property). Lessee shall at all times be in compliance with Environmental Laws (and shall cause its employees, agents and contractors to be) with respect to the Premises or any hazardous substance and shall handle all Hazardous Substances in compliance with good industry standards and management practices.

3. Lessee shall promptly notify the Airport and any and all adjacent property tenants, in writing, if Lessee has or acquires notice or knowledge that any hazardous substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the Premises. Lessee shall immediately take such action as is necessary to report to governmental agencies as required by Environmental Laws and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any Hazardous Substances released, discharged or disposed of as the result of or in any way connected with the conduct of Lessee's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements.

15. UNDERGROUND STORAGE TANKS

A. Lessee shall monitor underground storage tanks, obtain all required permits therefore, maintain appropriate records therefore, implement reporting procedures therefore, properly close such underground storage tanks, pay all fees, taxes, and assessments applicable thereto, comply with all financial responsibility requirements applicable thereto, and perform all other requirements under local, State and Federal statutes, ordinances and regulations relating to underground storage of Hazardous Substances and cleanup, as they now exist or may hereinafter be adopted or amended. For purposes of compliance with these laws, the Lessee is deemed the owner and operator of all tanks, piping and related equipment placed on the Premises by the Lessee or used by the Lessee.

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B. At the Airport's sole discretion, during reasonable business hours, the Airport or its representatives may enter upon the Premises and make any tests, measurements, investigations or assessment the Airport deems necessary in order to determine the presence of Hazardous Substances. Nothing herein requires the Airport to conduct any such testing, measurement, investigation or assessment. The Airport shall give the Lessee a minimum of five (5) days written notice prior to conducting any such tests, investigations or assessment except no such notice is required under urgent or emergency conditions. If any of the Lessee's Hazardous Substances are detected requiring corrective action other than monitoring under this provision, or if any material violation, or if any material violation of any law or the requirements of this provision are found by the Airport or its representative, any fees and expenses incurred by the Airport or its representative shall be paid by the Lessee as additional rent under this Agreement or upon demand by the Airport.

C. Prior to the expiration or termination of the Agreement, the Lessee shall test the physical condition of the Premises. If the test results reveal the Lessee has discharged or released petroleum products on the Premises in excess of statutory, regulatory, governmental or recognized industry standards, the Lessee shall perform corrective action to the satisfaction of the Federal, State or County having jurisdiction over the matter.

D. Prior to the end of the Agreement term or earlier termination of the Agreement, the Lessee shall investigate the condition of the Premises and begin to remove or remediate as required herein, the Lessee's Hazardous Substances from the Premises and adjacent properties. The Lessee shall also, within 30 days after vacating the Premises, remove all tanks, piping, and other equipment which stored Hazardous Substances, or which are contaminated by Hazardous Substances. The Lessee shall give the Board at least ten (10) days written notice prior to removing such tanks, piping or other equipment, and instead of removal, the Lessee may elect, if the Airport agrees, to transfer such equipment in place to the Airport. Should the Lessee fail to comply with this Article, in addition or all other damages and remedies which may be available to the Airport, the Lessee shall be liable to the Airport for the fair market rental value of the Premises (which shall not be less than the monthly payments set forth in the Agreement) until the required removal and/or remediation has been accomplished.

16. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Lessee covenants and agrees that it will comply with all Federal, State and local laws, ordinances, and regulations, and further covenants and agrees it will abide by all applicable rules and regulations that are now in effect or hereinafter adopted by the Airport. The Lessee shall, at its own expense, obtain and keep in effect all certificates, licenses and permits necessary to conduct said services and pay all fees and taxes applicable to these services.

17. AGREEMENT SUBORDINATE TO BOND ORDINANCE

This Agreement and all rights of the Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Airport, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the development or improvement of SIA, and the Airport and the Lessee agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Airport hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Lessee and the Airport with the term and provisions of the bond covenants.

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18. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE AIRPORT

A. Except as herein provided, the Airport agrees that it will, with reasonable diligence and in a manner consistent with that of a reasonably prudent operator of an airport of comparable size, develop, operate, maintain and keep in good repair and order SIA and all common use and public appurtenances, facilities and equipment provided by the Airport as the same relates to Lessee's business. The Airport agrees that it will operate SIA in a manner consistent with standards established by the Federal Aviation Administration, or any successor Federal agency exercising similar powers for airports of comparable size and in accordance with rules and regulations of the Federal Aviation Administration and any other governmental agency having jurisdiction thereof.

B. The Airport shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of SIA, which Lessee agrees to observe and obey.

C. Airport covenants that upon paying the rent and performing the covenants and conditions herein contained, Lessee shall peacefully and quietly have, hold and enjoy the Premises demised herein.

D. Airport covenants that it possesses no information or belief that would limit or prohibit the use of Premises as set forth herein.

E. Airport covenants that to the best of its knowledge the utility locations as set forth on Exhibit A are accurate.

F. The Airport shall have the right to lease or otherwise grant rights to any third-party to use Airport real property not consisting of the leased Premises in any manner consistent with Federal, State and local laws, ordinances, and regulations, which may include but is not limited to a use that otherwise competes with Lessee's use of the leased Premises.

19. CONSTRUCTION, MAINTENANCE AND REPAIR OF LESSEE'S LEASEHOLD IMPROVEMENTS/TRADE FIXTURES

A. Lessee shall construct or install, at its own expense, any equipment, improvements and facilities, and any additions thereto, on all or any part of the Premises, under the conditions as hereinafter set forth. Lessee shall, no later than sixteen (16) months from construction commencement, subject to force majeure, complete a Fuel Station, Convenience Store & Fast Food Restaurant, except as otherwise specifically provided in this Article. Lessee shall be responsible for all costs associated with the construction including, but not limited, to the building, grading and paving of the Premises, landscaping, lighting and extension of all utilities to the building site. Lessee shall keep and maintain all such improvements and facilities and any additions thereto constructed or installed by it in good condition.

B. Lessee shall at its sole cost and expense prepare and deliver to the Airport plans and specifications for the proposed improvements, facilities, structures, landscaping, traffic study, and drainage including a drainage plan and all other such work for Airport's review and written approval prior to commencement of construction. Lessee shall be responsible for completing Federal Aviation Administration approval of Form 7460-1, Notice of Proposed Construction or Alteration prior to commencing construction of this project. Lessee shall also be

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responsible for the cost of and for submitting a SEPA Checklist to the Airport. The Airport shall coordinate with Lessee the necessary steps required for securing the approvals of the documents outlined in this Article.

1. No improvements, structures, alterations, or additions shall be made in, to or upon the Premises without the prior written consent of the Airport, and all such improvements, structures, alterations, additions and work shall be in accordance with any conditions relating thereto then stated in writing by the Airport**.** Any approved alterations or improvements shall conform in all respects to the applicable statutes, ordinances, rules and regulations of all applicable governmental agencies.

2. If at any time during the term of this Agreement, Lessee desires to make any alterations or additions, Lessee shall submit such plans in accordance with the provision of this Article.

3. At the time of requesting approval by the Airport, the Lessee shall submit the preliminary plans for such improvements. Upon approval of said preliminary plans, the Lessee shall prepare and obtain the Airport's approval of final drawings and specifications which shall be true and correct. All construction shall conform to approved working drawings and specifications and when such work is commenced, it shall be completed with reasonable dispatch. No substantial change, addition or alteration shall be made in said working plans or specifications or in the construction called therefore without first obtaining the Airport's written approval. Upon completion of said improvements, the Lessee shall furnish the Airport, at no charge, two (2) complete sets of working drawings of the improvements and one set of CAD drawings as constructed along with one (1) copy in acrobat/pdf format.

4. All improvements constructed by the Lessee pursuant to this Article shall conform in all respects to the applicable statutes, ordinances, building codes, rules and regulations of all applicable governmental agencies as may have jurisdiction.

5. Lessee shall commence said work upon issuance of the building permit and complete said work no later than sixteen (16) months after commencement of construction in accordance with the building permit and accomplish the opening of its facility for business to the general public, as herein specified in ARTICLE 2 - TERM, and shall at all times exert good faith best efforts to cooperate with Airport in all respects.

C. Plans and specifications for any and all such work shall be consistent with the requirements of any applicable governmental authority. Lessee shall secure any and all permits and licenses required for such work by the applicable governmental authority and submit copies to the Airport.

D. Lessee shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all trade fixtures, equipment and other personal property of Lessee's installed or placed by it at its expense and not made a part of the leasehold improvements subject to any valid lien the Airport may have thereon for unpaid rents, fees or charges. Removal of trade fixtures during the term shall not adversely impact the day to day operations of the facility or in any way cause inconvenience to the traveling public. Any and all property not removed by the Lessee within said thirty (30) day period shall thereupon become a part of the realty on which it is located and title thereto shall vest in the

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Airport if ownership is accepted by the Airport pursuant to ARTICLE 23 - OWNERSHIP OF IMPROVEMENTS. All Airport property damaged by or as a result of the removal of the Lessee's property shall be restored by the Lessee at its expense to the condition existing prior to such damage.

20. PURCHASE OF SUPPLIES AND SERVICES

A. Should the Lessee contract with a third party to provide services upon its facility or to furnish services which might otherwise be performed by Lessee under this Agreement, such third party shall be deemed to be conducting a business at SIA. The Lessee shall be responsible to the Airport for any third party performing for or contracted by the Lessee, and Lessee shall assume all responsibility and liability in connection with such third party contracting. The Airport may impose charges, rentals and fees upon such third parties for facilities used or for services provided.

B. Subject to the above, Lessee may select suppliers, purveyors and furnishers of materials, supplies, equipment and services of its own choosing. Nothing in this Article shall be construed as in any way limiting the general powers of the Airport to fully exercise its governmental or proprietary functions, or its obligations under any bond covenants, or Federal, State or local laws, rules or regulations.

21. DAMAGE OR DESTRUCTION

A. In the event the construction in accordance with ARTICLE 19 – CONSTRUCTION, MAINTENANCE AND REPAIR OF LESSEE'S LEASEHOLD IMPROVEMENTS/TRADE FIXTURES herein, or improvements thereto, are partially or totally damaged by fire or other casualty, the Lessee may repair or replace the same at its own expense. The new improvements shall be at least the same size, design and quality as that which existed prior to any damage or destruction. Both parties agree, however, that any insurance proceeds shall be first applied to the cost of repair or replacement of improvements.

B. Lessee may elect not to repair or replace said construction or improvements. Lessee shall advise Airport of its intent within thirty (30) days of the damage or destruction. If Lessee elects not to repair or replace the improvements, this Agreement shall be terminated. In such event, Airport may either accept ownership of the improvements or require Lessee to remove the improvements and restore the Premises to a condition satisfactory to the Airport. The insurance proceeds shall be used for such restoration and the balance divided between the Airport and Lessee as their interests bear in accordance with the depreciation schedule outlined in ARTICLE 22 – DEPRECIATION OF IMPROVEMENTS herein. Airport shall notify Lessee of its intent within thirty (30) days of receipt of Lessee's notification. If Airport elects to have Lessee remove the improvements, Lessee shall have sixty (60) days to do so.

C. Other Airport Property

In the event of damage or destruction of Airport property caused by the Lessee, its agents, employees, or equipment, Lessee agrees to repair, reconstruct, or replace the affected property to the condition which existed prior to such damage or destruction, to the extent that same is not covered by insurance required under this Agreement. Lessee further agrees to cause such repair, reconstruction or replacement of affected property with due diligence.

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22. DEPRECIATION OF IMPROVEMENTS

As soon as practicable following completion of the construction as set forth in ARTICLE 19 - CONSTRUCTION, MAINTENANCE AND REPAIR OF LESSEE'S LEASEHOLD IMPROVEMENTS/TRADE FIXTURES, herein, but not later than sixty (60) days after completion, Lessee shall submit to the Airport an itemized statement of the total cost of the construction, certified by an officer of Lessee showing the actual cost of said construction and shall produce copies of all invoices or other records in connection therewith, if requested by the Airport. Said statement shall list all expenditures by category, as follows:

Category #1 - Trade Fixtures: equipment, fixtures, furnishings, signs.

Category #2 - Fixed Improvements: structural, mechanical, electrical, site development, wall coverings, floor coverings, partitions, walls, heating and cooling modifications/installations, landscaping, pavement, underground storage tanks.

Architectural, engineering, real estate broker and developer fees will be added at value rather than cost as some or all of said fees were waived. Such fees shall in no event exceed twenty-five percent (25%) of the total expenditure included in Category #2 of this depreciation schedule. The total expenditure shall be referred to as Construction Capital Investment. Said itemized statement shall, unless disputed in writing by Airport within ninety (90) days next following receipt thereof from Lessee, constitute prima facie evidence of the costs shown therein. In the event of any cancellation or termination of this Agreement for cause, other than the destruction of the Premises or a breach or default by Lessee hereunder, Airport shall pay to Lessee cash price equal to Lessee's actual cost for Category #2, as set forth above, less depreciation to the nearest complete month of the term then elapsed under this Agreement, less the actual cost of repairing any damage caused the premises by reason of removal of trade fixtures. For the purposes of this Agreement, depreciation for Category #2 shall be based upon a straight line method over _____ (___) years which shall begin to run upon completion of construction/date of Beneficial Occupancy of facilities, however, no later than six months from the date of commencement of the Agreement. The amount so depreciated shall vest in the Airport.

23. OWNERSHIP OF IMPROVEMENTS

In the event this Agreement is terminated due to default by Lessee or upon expiration of the term of this Agreement or any extensions thereto, Airport may at its option either accept ownership of the improvements constructed or installed on the Premises (Category #2) or require Lessee to remove all improvements within one hundred twenty (120) days of such cancellation or expiration. Airport shall notify Lessee of its intent within sixty (60) days of the cancellation or expiration.

24. INDEMNITY AND WAIVER OF DAMAGES

A. The Lessee shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgements, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to

indemnification) resulting from, arising out of, related to, or caused by Lessee ‘s or Sublessee's conduct of business or from any activity or other things done, permitted, or suffered by Company in, or about the Premises and/or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Lessee prompt and reasonable notice of any such claim or actions made or filed against it.

B. Lessee hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Lessee caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Lessee does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Lessee further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Lessee's equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

25. INSURANCE

A. Lessee shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability as specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best’s rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be a commercial General Liability and Automobile Liability insurance coverage to cover all operations of the Lessee. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile, including owned, non-owned, leased and hired; Workers Compensation and Employers Liability Insurance, Underground Storage Tank insurance, Pollution Legal Liability, Liquor Liability and contractual coverage, including the obligations pursuant to ARTICLE 24 – INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to Lessee’s use of SIA and the Premises which are the subject of this Agreement.

B. The Lessee’s insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Lessee shall promptly upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Agreement.

C. The General Liability and Automobile Liability coverage shall not be less than One Million Dollars ($1,000,000), combined single limit per occurrence with an annual aggregate coverage of Two Million Dollars ($2,000,000) with a minimum limit of Five Million

Dollars ($5,000,000) per occurrence including excess. Lessee shall provide Underground Storage Tank insurance and Pollution Legal Liability coverage for fueling operations and underground storage tanks. The coverage shall not be less than Five Million Dollars ($5,000,000) per occurrence. Lessee shall maintain Liquor Liability insurance coverage in the amount of One Million Dollars ($1,000,000) per occurrence with an annual aggregate coverage of Two Million Dollars ($2,000,000) with a minimum limit of Five Million ($5,000,000) per occurrence including excess. The Lessee's insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. Where any policy(ies) has (have) normal expirations during the term of this Agreement, written evidence or renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Lessee shall permit the Airport to inspect the originals of all applicable policies. The Lessee's insurance identified in this Article 25 shall include a waiver of subrogation in favor of the additional insured. This Article 25 shall be subject to periodic adjustments by the Airport.

D. Fire and Peril Coverage Insurance

Upon completion of construction, Lessee shall procure and maintain policies of insurance at its own expense, insuring the Premises and Improvements thereon against all perils of direct physical loss excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) full replacement value of said Premises and Improvements with an agreed amount clause and a reasonable and customary deductible on said Premises and Improvements. Such amount is subject to final approval by the Airport. The Lessee shall furnish to the Airport evidence that such coverage has been procured and is being maintained in full force and effect.

26. INDEMNIFICATION AND INSURANCE DURING CONSTRUCTION AND RENOVATION

A. Lessee agrees to indemnify and hold the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, free and harmless from any and all claims, suits, loss, damage or injury to persons or property that might occur during the construction or renovation of the Premises.

B. Lessee further agrees that it shall not allow or permit any agent, independent contractor or subcontractor to commence work on the Premises until all insurance certificates from such agents, independent contractor or subcontractor hereunder have been approved and are in the Airport's possession. The approval of insurance by the Airport shall not relieve or decrease the liability of the Lessee for its agents, independent contractors or subcontractors. Upon written request by Lessee, the Airport may waive the provisions of this Article if, in the Airport's opinion, contractors' activities are included under Lessee's insurance coverage. This insurance shall protect the contractor, Lessee and the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, as additional insured, against liability, claims or costs thereof, for bodily injury or property damage resulting from the performance of the construction contract, to the extent Lessee has assumed liability herein, within the following limits:

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1. Public Liability and Property Damage:
Not less than One Million Dollars ($1,000,000) combined single limit per occurrence with an annual aggregate coverage of Two Million Dollars ($2,000,000).

2. Contractor's Protective Liability and Property Damage:
Same limits as set forth in Paragraph 1 of this Article.

3. Automobile Public Liability and Property Damage:
Not less than One Million Dollars ($1,000,000) combined single limit per occurrence with an annual aggregate coverage of Two Million Dollars ($2,000,000).

27. WAIVER OF SUBROGATION

A. The Airport and Lessee each waive any rights it may have against the other on account of any loss or damage occasioned to Airport or Lessee, as the case may be, their respective property, the Premises or its contents or to other portions of SIA arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Agreement. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Airport or Lessee against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charges assessed by its respective insurer.

B. Lessee further expressly waives any and all claims against the Airport, the City and County of Spokane, their agents and employees of whatever nature, for any and all loss or damage sustained by the Lessee, except loss or damage caused by the sole negligence of the Airport, its agents or employees, including interruption of the Lessee's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or inside the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

28. MAINTENANCE AND UTILITIES

A. Upon completion of construction, Lessee shall have complete responsibility for and take good care of the Premises and the interior and exterior of all buildings erected thereon, including painting, and keep the same and all parts thereof, including the roof and all walls and foundation, together with any and all alterations, additions, and improvements therein or thereto, in good order and condition, suffering no waste or injury, and shall at the Lessee's expense, promptly make all needed repairs and replacements including casualty losses in and to any building or structure or equipment now or hereafter erected or installed upon the demised Premises, including walkways, water, sewer, and gas connections, pipes and mains, and all other fixtures, machinery and equipment now or hereafter belonging to or connected with said Premises or used in their operation. All such repairs and replacements shall be of high quality sufficient for the proper maintenance and operation of the demised Premises and subject to the

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provisions of ARTICLE 19 - CONSTRUCTION, MAINTENANCE & REPAIR OF LESSEE'S LEASEHOLD IMPROVEMENTS/TRADE FIXTURES.

B. Lessee shall be responsible for the reasonable renovation and modernization of the Premises and Improvements every ten (10) years. Within the first sixty (60) days of the tenth (10^{th}) year of this Agreement, Lessee shall provide a detailed list of improvements to be accomplished to the Airport for its review and approval prior to any work commencing. Lessee shall submit an implementation schedule and plans and specifications (if applicable) for approval to the Airport for renovation and modernization refurbishments to occur during the tenth (10^{th}) year of this Agreement. Lessee's failure to accomplish the renovation and modernization as outlined in this Article during the tenth (10^{th}) year and every ten years thereafter shall be cause for the termination of this Agreement.

C. Airport shall provide, in accordance with the priority part of the Snow Removal Plan, snow and ice control on the public access road up to the point where it adjoins Lessee's Premises. Lessee shall be responsible for snow removal on its Premises.

D. The Lessee shall provide at its own expense such janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Improvements. The Lessee also agrees to keep and maintain the interior of its Improvements in a clean, neat and sanitary condition, and attractive in appearance.

E. Lessee shall maintain and make necessary repairs, structural or otherwise, to the interior and exterior of all of its leasehold improvements and the fixtures or equipment therein and appurtenances thereto, including, without limitation, fire extinguisher, fire suppressants, the interior windows, doors and entrances, floor coverings, interior walls, and ceiling, the interior surface, the surfaces of interior columns exclusive of structural deficiencies, any columns erected by Lessee, partitions and lighting within its Improvements and serving Lessee. This maintenance shall be such that the original theme will be maintained in accordance with original approved plans.

F. Lessee shall keep and maintain in good condition all service lines, electrical equipment and plumbing fixtures located at or on its Premises and Improvements.

G. All repairs made by the Lessee or on its behalf shall be of high quality in both materials and workmanship. All repairs will be made in conformity with the rules and regulations prescribed from time to time by Federal, State or local authority having jurisdiction over the work in or to the Lessee's Premises.

H. Upon providing notice, if possible, the Airport or its duly appointed representatives shall have the right to enter the Lessee's Premises to:

1. Inspect the Premises and Improvements during the Lessee's regular business hours or at any time in case of emergency to determine whether the Lessee has complied with and is complying with the terms and conditions of this Agreement and other enumerated and health/operational standards. The Airport may, at its discretion, require the Lessee to effect repairs at the Lessee's own cost.

SAMPLE

2. Perform any and all things which the Lessee is obligated to perform and has failed after reasonable written notice to perform, including: maintenance, repairs and replacements to the Lessee's Premises and Improvements or to respond to any public health or safety emergency. Notwithstanding the above, in the event of an emergency condition, the Airport or its duly appointed representatives shall have the right to enter the Lessee's Premises and Improvements to perform maintenance repair and replacement.

3. Undertake the maintenance, repair or replacements requested by the Airport if the Lessee refuses or neglects to make any repairs necessitated by the negligent acts or omissions of the Lessee, its employees, agents, servants or licensees. The Airport shall have the right to make such repairs on behalf of and for the Lessee if Lessee has not commenced such repairs within five (5) days after written notice by Airport. Such work shall be paid by the Lessee within ten (10) days following demand by Airport for said payment at the Airport's standard rates plus administrative costs.

4. The Lessee will provide, in a timely manner, for the sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Lessee's operations in a manner and area designated by the Airport. The Lessee agrees to provide and use suitable enclosed receptacles for all garbage, trash and other refuse in its Premises. Piling of boxes, cartons, barrels or similar items shall not be permitted in a public area.

I. The Lessee shall pay for all utilities consumed within the Premises. The Lessee shall maintain separate utility meters.

J. Lessee shall keep and maintain grounds and landscape on its demised Premises in good order and repair and attractive in appearance.

29. ADVERTISING AND SIGNS

A. Lessee shall have the right, at its own expense to install and maintain signs for the purpose of identification and advertising of its business provided said signs shall not interfere with SIA operations. Prior to installation of such signage, the Lessee shall submit plans and obtain approval of the Airport. The right to install building identification signs or other advertising devices for information to its customers shall be at a location, not to exceed two (2) building signs, in the type, size and design approved in writing by the Airport. In the event the signs are removed and not replaced, Lessee shall repair the area to its normal appearance. Lessee agrees not use any advertising media or other media that shall be deemed objectionable to the Airport or other tenants of SIA, such as loudspeakers and radio broadcasts that can be heard outside the Premises. The use of balloons and spot lights is prohibited.

B. Such signage shall include a monument sign and/or a pylon sign on the Premises and directional signs, in a number and location on Airport property off of the Premises, as solely determined by the Airport. Lessee shall submit plans and specifications to include exact type, height and location of all proposed signage for Airport's approval. The cost of construction, operation, maintenance and repair of all such signage shall be paid by Lessee.

C. To the extent that Lessee uses any electronic medium for identification and/or advertising which includes any reference to Lessee's relationship with SIA, the Airport shall have the right to review and approve the same.

SAMPLE

30. TAXES

Lessee agrees to pay all lawful taxes and assessments during the term hereof or any extension as provided for herein, which may be levied or charged by the State, County, City or other tax-levying body upon the Premises herein or upon any taxable interest acquired by the Lessee in this Agreement, including leasehold excise tax, or any taxable possessory right which the Lessee may have in or to the Premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Lessee in or about the Premises. Nothing herein shall prevent the Lessee from protesting through due process, any taxes levied. Upon any termination of this Agreement, all taxes levied or a lien upon any of said property or taxable interest therein shall be paid in full without proration by the Lessee forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between the attachment of the lien and issuance of statement.

31. AIRPORT'S RIGHT TO ENTER PREMISES

Upon providing notice, the Airport reserves the right to inspect the Premises and improvements at any reasonable time throughout the term of this Agreement. However, when an entry is deemed necessary for a public health, safety or security emergency, and Lessee is not present to permit such entry, the Airport, its agents and employees, shall be permitted to enter the Premises and improvements. The Airport's agents or employees shall not be liable for any civil or criminal claim or cause of action for damage because of entering the Premises or improvements at reasonable times and in a reasonable manner.

32. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The Premises being leased and rights granted by this Agreement shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Lessee that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Agreement is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Agreement shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Airport and the Federal Aviation Administration or any successor Federal agency.

D. This Agreement shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of SIA, by the provisions of

SAMPLE

the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Lessee in and to the Premises and improvements thereon.

33. AIRPORT'S RIGHTS OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Airport, this Agreement shall be subject to cancellation by the Airport should any one or more of the following occur:

A. If the Lessee shall file a voluntary petition in bankruptcy or is otherwise in default of this Agreement in any way, or proceeding in bankruptcy shall be instituted against the Lessee and the Lessee is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Lessee and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Lessee's assets is appointed, or if the Lessee shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

B. If the Lessee shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, provided that upon the happening of any contingency recited in this Article, the Lessee shall be given written notice to correct or cure such default, failure to perform or breach. In the case of default, Airport shall notify any lenders holding an interest in the leasehold improvements in accordance with any consent form executed by the Airport. If, within thirty (30) days from the date of such notice, the default, breach, or complaint shall not have been corrected in a manner satisfactory to the Airport, then and in such event the Airport shall have the right to declare this Agreement terminated. The Airport does, however, reserve the right to extend the time period to correct the default, if, in its opinion, due diligence is shown by the Lessee or its lenders in curing the default.

C. If under any of the foregoing provisions of this Article the Airport shall have the right to reenter and take possession of the Premises, the Airport may enter and eject the Lessee and those claiming through or under it and remove its property and effects, (using reasonable force, if necessary) without being guilty of any manner of trespass; without any liability therefore, without prejudice to any remedies of the Airport in the event of default by the Lessee; and without liability for any interruption of the conduct of the affairs of the Lessee or those claiming through or under it.

34. LESSEE'S RIGHTS OF CANCELLATION

In addition to all other remedies available to the Lessee, this Agreement shall be subject to cancellation by Lessee should any one or more of the following occur:

A. The permanent abandonment of SIA.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or its successor federal agency, or the issuance by any court of competent

SAMPLE

jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of SIA for scheduled air transportation.

C. The breach by the Airport of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Airport and the failure to remedy such breach for a period of sixty (60) days after written notice from Lessee of the existence of such breach.

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of SIA and its facilities in such manner as to substantially restrict the Lessee from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

E. The occurrence of any event or events beyond the reasonable control of Lessee, including, but not limited to, any act of God or other supervening event which precludes the Lessee from the use of the property for the purposes enumerated herein.

35. ASSIGNMENT AND SUBLETTING

A. Lessee shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, sublet, transfer or encumber any of Lessee's rights in and to this Agreement, or to the fixed improvements, or any interest therein, nor license or permit the use of the rights herein granted in whole or in part, without the prior written consent of the Airport. This prohibition includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Lessee's corporate, partnership or proprietary structure. Notwithstanding the above and provided that the Lessee shall be in full conformance with the terms of this Agreement, including the payment of all fees, rents and charges, and other obligations, Lessee shall have the right to assign the Agreement and leasehold improvements to a limited liability corporation, a corporation with which it may merge or consolidate, to any parent or subsidiary of Lessee or subsidiary of Lessee's parent, to a purchaser of substantially all of Lessee's assets, if the assignor executes an agreement acceptable to the Airport with an assignee which is acceptable to the Airport and which has the financial ability to perform and assume all of Lessee's obligations hereunder.

B. Lessee shall have the right, upon prior approval by the Airport, to assign its leasehold interest in this Agreement as collateral for financing purposes. Any such assignment or other security instrument which Lessee may execute in favor of a lender shall be subject to and subordinate to the rights of the Airport pursuant to this Agreement.

36. DEFAULT

If Lessee should, after notice, fail to remedy any default (A) in the payment of any sum due under this Agreement for ten (10) days or (B) in the keeping of any other term, covenant or condition herein with all reasonable dispatch, not exceeding thirty (30) days, then at its option, in addition to and not exclusive of any other remedy, Airport may have by operation of law, without any further demand or notice, enter the Premises and evict all persons therefrom, using all necessary force to do so, and either (AA) declare this Agreement at an end, in which event Lessee shall immediately pay Airport a sum of money equal to the amount, if any, by which the

SAMPLE

then cash value of the rent reserved hereunder for the balance of the term of this Agreement exceeds the then cash reasonable rental value of the Premises for the balance of said term, or (BB) without terminating this Agreement, may re-let the Premises, or any part thereof, as the agent and for the account of Lessee, upon such terms and conditions as Airport may deem advisable. In the event the Airport re-lets the Premises, the Lessee shall be obligated to pay, in addition to the deficiencies in the lease rent and the re-letting rent amount, all necessary renovation and alteration costs and expenses, reasonable attorney's fees, and real estate commissions. Said necessary renovations and alterations, reasonable attorney's fees, and real estate commissions paid shall be deemed additional rent due and owing by the Lessee. The Airport shall apply all rents collected upon re-letting toward payment of all sums due or to become due to the Airport. Thereafter, if the rents collected upon re-letting are insufficient to pay the original rental rate and the additional rent due and owing as described above, the Airport may, at any time during the Agreement, but in no event later than six years, bring an action in the Superior Court of the County of Spokane for any deficiencies due and owing to the Airport as a result of the Lessee's default under the terms and conditions of this Agreement.

37. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Lessee's operation at SIA. The Airport and Lessee shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Lessee is an independent contractor in every respect, and not the agent of the Airport.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Lessee, or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Airport and/or eviction of Lessee during the term of this Agreement, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

38. APPROVAL OR DIRECTION BY AIRPORT

Wherever consent, approval or direction by the Airport is required under this Agreement, such consent, approval or direction by the Airport shall be effective if given by the Airport's Chief Executive Officer or his designee in the manner set forth in this Agreement.

39. PERFORMANCE BY AIRPORT

If the Lessee should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Airport may, at its sole option and after giving written notice to the Lessee, perform such act on behalf of the Lessee. Upon notification to the Lessee of the cost thereof by the Airport, the Lessee shall promptly pay the Airport the amount due.

SAMPLE

40. LIENS OR ENCUMBRANCES

Lessee agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered, and professional services provided to the Premises for improvements done at Lessee's request, during the leasehold term for improvement to the Premises. Lessee shall keep the Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Lessee's request. Lessee agrees to and shall indemnify, and hold the City of Spokane, County of Spokane, and the Airport free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Lessee for use on the Premises. Airport may require lien releases as a condition of approval.

41. FEDERAL NONDISCRIMINATION

A. Lessee understands and acknowledges that the Airport has given to the United States of America, acting by and through the FAA, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act 1964 and by 49 CFR Part 21 as a condition precedent to the Government making grants in aid to the Airport for certain Airport programs and activities, and that Airport is required under those regulations to include in every agreement pursuant to which any person or persons, other than Airport, operates or has the right to operate any facility on SIA providing services to the public, the following covenant, to which Lessee agrees:

B. Lessee, in its operation at and use of SIA, covenants that:

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

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3. It shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as that regulation may be amended; and

4. Lessee further agrees promptly to provide the Airport, upon written request by the Airport, such information the Airport is required to obtain from Lessee to show compliance with applicable nondiscrimination laws.

42. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the lease and use of the Premises demised herein, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and

SAMPLE

supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed.

43. SUBMISSION OF AGREEMENT

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of or option for leasing the Premises. This document shall become effective and binding only upon execution and delivery hereof by the Airport and Lessee. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.

44. RELATIONSHIP OF THE AIRPORT AND LESSEE

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Lessee and the Airport shall be deemed to create any relationship other than that of Lessee and the Airport.

45. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

46. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Airport to any act by Lessee requiring Airport's consent shall not be deemed to waive consent to any subsequent similar act by Lessee.

47. SURVIVAL OF INDEMNITIES

All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Lessee shall, at the Airport's option, defend the Airport at Lessee's expense by counsel satisfactory to the Airport.

48. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms

SAMPLE

of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

49. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by writing, notices shall be addressed as follows:

AIRPORT: Spokane Airport
Attn: Director of Properties & Contracts
9000 W. Airport Drive, Suite 204
Spokane, Washington 99224

LESSEE: _____
_____
_____
_____

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office.

50. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Agreement.

51. SURRENDER OF POSSESSION: DISPOSITION OF BUILDINGS AND IMPROVEMENTS

In the event this Agreement is terminated due to default by Lessee or upon expiration of the term of this Agreement or extensions thereto, as outlined in ARTICLE 2 – TERM, Lessee shall upon transfer of ownership of the improvements constructed or installed on the Premises to the Airport, remove all of its property defined as trade fixtures or personal property from the Premises and surrender the entire possession of its rights to the Airport. The Airport, at its option, reserves the right to enter into a new Agreement, or reject ownership and require that all buildings and improvements be removed within one hundred twenty (120) days of the termination date; provided, however, that Lessee shall be granted a three (3) month extension, without penalty, upon showing of good cause for delaying the removal of the building and improvements. Airport shall notify Lessee of its intent within sixty (60) days of the cancellation or expiration.

52. FORCIBLE DETENTION

Should the Lessee continue to occupy the leased Premises after the expiration of said term or after a forfeiture is incurred, without or against the consent of the Airport, such tenancy

SAMPLE

shall be at sufferance only, but in all other respects in accordance with the terms of this Agreement.

53. HOLDOVER POSSESSION OF PREMISES BY LESSEE

Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of the Airport, shall constitute a tenancy from month to month. The month to month tenancy shall be subject to all other terms and conditions of this Agreement, with the exception of rates, charges and fees; which amounts shall be determined solely by the Airport.

54. RELOCATION

It is agreed that the Airport may require the relocation of Lessee and substitution of premises other than the Premises demised in the event that the Airport, in its sole opinion or upon receipt of an order or notice of the Federal Aviation Administration, determines such relocation and substitution is necessary for the orderly expansion and development of SIA facilities or compliance with FAA rules or directives. Such relocation shall be in accordance with FAA Order 5100.37B – Land Acquisition and Relocation Assistance and shall be comparable to the existing facility and at a location determined by the Airport. Any such relocation and substitution shall be at the expense of the Airport; provided that the Airport shall not be liable for any damages for any loss of business resulting from such relocation.

55. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Agreement.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written.

SPOKANE AIRPORT BOARD:	APPROVED AS TO FORM:
_____	_____
By: Lawrence J. Krauter	Brian M. Werst
Chief Executive Officer	General Counsel
Date: _____	Date: _____

LESSEE

_____

By: _____

Date: _____

SAMPLE

EXHIBIT C

SPOKANE INTERNATIONAL AIRPORT
NON-AERONAUTICAL COVENANTS, CONDITIONS AND RESTRICTIONS
(CC&R'S)

Spokane International Airport

NON-AERONAUTICAL PROPERTY

COVENANTS, CONDITIONS AND RESTRICTIONS

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SPOKANE INTERNATIONAL AIRPORT DEVELOPMENT CHECKLIST		
CHECKLIST ITEM	**IN PROCESS**	**ACCOMPLISHED**
Presentation of proposed development to the Airport CEO for conceptual approval.		
Submittal of proposed site plan to Properties & Contracts. Contents to include building location(s), related improvements and setbacks. Check in the amount of $1,000 to accompany submittal. (1)		
Lease sent to Applicant.		
Lease signed by Applicant and returned. (2)		
Lease presented to the Spokane Airport Board for final approval.		
Plans and specifications approved by Airport staff.		
Submittal of FAA Form 7460-1, "Notice of Proposed Construction or Alteration" to the Federal Aviation Administration (FAA). Lessee must have "Determination of No Hazard" from the FAA prior to commencing construction. (3)		
Contact City of Spokane and Washington State Department of Labor and Industries (state electrical) for building permit issues.		
Obtain necessary permits from the City of Spokane. Provide Spokane Airports Properties and Contracts Department with a copy of all permits. Notify Properties and Contracts prior to the commencement of construction.		

(1) A minimum $1,000 non-refundable deposit (deposit amount determined by scope of project) will be processed as earnest money. Funds are used to pay for engineering costs, such as surveying, that are part of the project. Any remaining proceeds are applied to the Lessee's account. Make check payable to Spokane Airports.

(2) Leases returned to Spokane Airports by the first Wednesday of a month will generally be presented to the Airport Board at the next regularly scheduled Board meeting.

(3) The FAA may take up to 90 days to process the Form 7460-1.

Spokane International Airport

COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs)

ARTICLE 1 – DEVELOPMENT STANDARDS

1.1. POLICY

The Board shall review all plans to ensure that development meets the requirements of the Development Standards stated in this CC&R document. The Airport will evaluate the proposed plans based upon these standards, the available facts regarding the particular project, and the best interests of all concerned parties. The review process considers the unique aspects of each of the Lessee's requirements and is designed to assist the individual tenants in following the proper procedures in order to avoid delay or inconveniences in the execution of plans. This review shall include the following, but not be limited to: site planning, architecture, parking, landscape architecture, signage, vehicular circulation and exterior lighting.

As outlined in this section, the Board shall review both the preliminary design development and final plans. The review will consider two (2) distinct areas:

1. A review of conformance to the sections of the standard that outline detailed requirements such as setbacks, height, and other numerical specifications.
2. A review of subjective design elements such as architectural style, site layout, and landscaping will be completed to ensure compliance with the intent of these CC&Rs and to provide a quality development. Plans shall be reviewed with respect to their compatibility with the surrounding development, functional site design, distinctive architecture, the use of attractive exterior building materials and landscaping which enhances the site.

Final plan review shall also be completed by the City of Spokane, as a requirement for obtaining any building permit(s).

To respond to new information, to address issues inadvertently not considered in this version of these standards and to continually improve the process of development oversight at the Airport, it is the policy of the Airport Board to accept and consider incorporation of comments and suggestions from Applicants, the public and from Airport management and staff on an ongoing basis. In addition, airport staff is authorized to make non-technical changes regarding information that changes over time, such as individual names, phone numbers, addresses, etc., without going back to the Airport Board for approval.

1.2. BOARD CONTACT

All submittals of correspondence and plans for original construction, additions, or remodeling shall be made to the Board's authorized staff representative, hereinafter referred to as the Properties and Contracts Director, (509) 455-6415. The following sections outline the review process and identify those materials that are to be submitted to the Properties and Contracts Director for approval.

1.3. REVIEW PROCESS

The Board's review procedure is divided into three (3) steps:

1. Pre-design / orientation meeting.
2. Preliminary plan review.
3. Final plan review and City of Spokane permit process.

A pre-design and orientation meeting will be held between the applicant and the Board's staff to present and discuss the development standards and review procedures. This is an opportunity for the design review staff to meet with the applicant to discuss the proposed development and identify any additional project-specific requirements that may apply. The intent of this initial meeting is to familiarize staff with the basic design concept and enable applicants to seek answers to any questions they may have.

Preliminary plan review will focus on the materials outlined in the following section. During the review, the Board's staff will work closely with the designated design team to achieve a high-quality and functional design. Included in this review is the resolution of conceptual site issues and concerns.

- Basic development functional requirements
- Basic land use
- Other planning concerns as appropriate

Following completion of preliminary plan review, final plans will be submitted to the Properties and Contracts Director and the City of Spokane for review and permit approval. The applicant will be responsible for initiating and coordinating the City of Spokane plan review and building permit processes. Notice to proceed shall be granted by the Board to the Lessee once all plans and permits have been received by the City of Spokane, and upon satisfactory completion of all lease execution requirements established by the Board.

1.4. MATERIALS FOR SUBMISSION

Two (2) copies of all preliminary plans shall be submitted to the Properties and Contracts Director. A meeting will be held with the Board's staff at the time of submittal to discuss the plans. The review period is estimated to take approximately (10) business days; however, said period shall not exceed thirty (30) days. The review period is variable depending upon the scale of the project and the completeness of all required plans. All plans must be submitted at the same time.

Preliminary plans shall consist of the following:

Site plan (minimum scale 1" = 50') to show:

1. Property lines, road right of ways and easements.
2. The location of buildings, parking areas, etc., indicating setbacks, dimensions of property lines and distances between buildings.
3. Proposed driveways and curb cuts with arrows indicting vehicular traffic patterns in and out of the site and to and from all loading berths and parking areas.

4. Parking and loading area layout including designated parking areas (employee, tractor-trailer and/or visitor), on-grade and dock high loading and delivery areas, maneuvering areas, operational equipment storage, etc.
5. The location of sidewalks.
6. Areas to be landscaped with the description of the type (tree, groundcover, and/or shrub), height, and location of all landscaping materials. Also locate any berms, fencing, existing landscaping or site features to remain, screening, and signage incorporated into the landscaped areas.
7. The location and identification of existing and proposed utilities which cross public and Airport owned property to service the building and the site, including gas, electricity, telephone and/or fiber optic telecommunications, water, storm and sanitary sewer.
8. The location of all special appurtenances including utility boxes, elevated and depressed loading docks, fuel storage tanks, satellite dishes, etc.
9. The location of exterior lighting fixtures.
10. Building, landscaping, paved surface area calculations.
11. Site drainage features.
12. Topography and preliminary grading information.

1.5. FLOOR PLANS, ELEVATIONS, AND SECTIONS

Indicate the type of construction. At least two (2) elevations should show the relationship of the proposed development to adjacent development whenever possible.

1.6. DESIGN SPECIFICATIONS

Indicate the style and color of all exterior wall and roof materials. A material sample of any metal used for exterior walls or roofing is required. Samples of other building materials may be required.

1.7. SIGNAGE

Comprehensive identification and sign plans. Provide illustrations that include dimensions, materials, lighting details, and location of all signs. Color samples may also be required for materials of all signage.

1.8. FINAL PLAN REVIEW AND BOARD AND CITY OF SPOKANE PERMIT APPROVAL

Two (2) copies of all final plans shall be submitted to the Properties and Contracts Director prior to permit review submittal to the City of Spokane. All required final plan materials must be submitted to the Properties and Contracts Director at the same time. The review process will take approximately ten (10) business days. Review time will be extended if the submittal is incomplete.

Final plans shall consist of the following:

1. Complete engineering and architectural construction contract drawings stamped and signed by a registered architect or engineer licensed to practice in the State of Washington.
2. Exterior materials color board (one copy), including all materials and finishes.
3. Construction project manual including contract documents (general conditions) and technical specifications including general requirements.

4. Landscape and irrigation plans showing the location and design of areas to be landscaped, and any existing vegetation to remain. Said plans shall indicate existing and proposed landscaping by botanical and common names, and the type and design of automatic underground irrigation systems. Plans shall further indicate landscape material sizes at the time of planting, expected sizes at maturity, locations, quantities, spacing, uses of berms and other typical landscape construction specifications, and be stamped and signed by a registered architect or engineer licensed to practice in the State of Washington.
5. Comprehensive identification and sign plans. Provide illustrations that include dimensions, materials, copy, lighting details, and location of all signs. Color samples may also be required for material of all signage.
6. Proposed construction schedule (including phasing).
7. Storage tank and piping system plans if not indicated in contract drawings (where applicable).
8. A colored architectural perspective rendering of the ultimate development may be required (one copy only).
9. A copy of geotechnical data developed for the site shall be provided to the Properties and Contracts Director before final plan permit approval.

1.9. RECORDED DOCUMENTS GENERATED BY CONSTRUCTION

Two (2) copies of as-built drawings of all development on the site and all underground utilities within any required utility easement area shall be furnished to the Properties and Contracts Director no later than thirty (30) days after final City of Spokane Certificate of Occupancy permits are granted to the Lessee. A third (3rd) copy of the as-built drawings shall be submitted in electronic format.

1.10. INSPECTION OF FACILITIES

The Board may conduct inspections of the site during the construction period to determine conformance to the approved final plans. Design modifications that are made after permit approval by the Board and the City of Spokane and which affect the previously approved plans shall be submitted to the Properties and Contracts Director for approval.

1.11. VARIANCES

The Board recognizes that situations arise which may warrant modification to these Development Standards. A written request for an exception shall be submitted to the Properties and Contracts Director, stating the variance requested and the Board's applicable section of the standards. The Board will evaluate each request and will notify the Lessee, in writing, of the decision within ten (10) business days.

1.12. FUTURE REMODELING AND ADDITIONS

Plans shall be submitted to the Properties and Contracts Director before a building permit is obtained from the City of Spokane, and before any construction, remodeling, alterations, or additions are undertaken. The applicant is responsible for initiating and coordinating with the City of Spokane for final plan review and building permits.

1.13. LAND USE REGULATIONS

The Development Standards are designed to meet the unified Master Plan standards, rules and regulations adopted by the Board.

1.14. SITE LAYOUT

Placement of structures or improvements on the site shall be designed in such a way as to maximize the potential of the site. Consideration should be given to building placement, landscape design, vehicular access, vehicular and pedestrian circulation, and impact(s) to adjacent developments.

1.15. BUILDINGS

Designs

All buildings shall be designed by a registered architect or engineer licensed to practice in the State of Washington. Appropriate architectural design is strongly encouraged and architecture must be compatible with surrounding structures. Industrial site and building development utilizing minimum standards that may create monotonous and unimaginative design will be critically reviewed and may not be approved without mitigating conditions. Building locations should optimize roadway exposure and avoid a crowded appearance.

Setbacks

Streets and Front Yards – Each yard adjacent to a roadway, future roadway or roadway right of way shall be designated a front yard. No building, wall, or fence will be permitted within twenty-five (25) feet of the property lines fronting a roadway, future roadway or roadway right of way. Through lots, corner lots, or other types of parcels may have more than one front yard.

Side and Rear Yards – No building thirty (30) feet or less in height shall be permitted within fifteen (15) feet of the side or rear property line. No building greater than thirty (30) feet in height, if allowed, shall be permitted within twenty (20) feet of the side or rear property line.

Heights

Typically, the maximum height of any structure shall be thirty-five (35) feet. However, in all cases, the airport clear zone and approach zone height limitations as defined by the Federal Aviation Administration (FAA) shall be the final controlling safety area factors in determining maximum structure height. Upon receipt of all relevant information provided by the Lessee, the Board's staff shall guide and assist the Lessee with the required completion of FAA Form 7460-1 – "Notice of Proposed Construction or Alteration" (see Attachment) for FAA approval. Please be advised that as the applicant, the Lessee is ultimately responsible for the completion of FAA Form 7460-1. Allow ninety (90) days for approval from the date FAA receives the submitted Form 7460-1. Lessee must have FAA approval prior to the commencement of construction.

Lot Coverage

The maximum area that may be covered by the principal building, accessory buildings, and future additions shall not exceed sixty (60) percent of the total area of the lot. The maximum coverage for all structures and impervious surfaces shall not exceed eighty (80) percent of the total area of the lot.

Building Materials and Engineering

General – Building shall be designed to minimize or prevent predictable damage and deterioration. Materials shall be appropriate for the use and type of structure for which they are used, subject to design review approval. Materials that may be used include exposed decorative concrete, glass, brick, pre-finished/pre-formed metal, and natural stone. Decorative masonry, concrete or stone facades are required on at least a portion of the primary entrance side of any buildings, particularly metal-clad buildings. The type, style, or color of all exterior materials shall be submitted to the Properties and Contracts Director for approval. Material samples are required.

Exterior Colors - The use of two (2) or more colors is strongly encouraged to enhance building features and create design accents. Exterior colors shall be earth-tones only. Trim colors shall complement the primary building color.

The use of canopies, parapets, and fascias will be encouraged in order to reduce the scale of large, uninterrupted wall surfaces. Such features shall be in proportion to wall heights and building mass. Canopy ends shall be enclosed to conceal structural supports.

Temporary Buildings – Trailers, movable offices, and other temporary structures will not be permitted, except for use during construction.

Metal-Clad Buildings and roofs shall be reviewed on a case by case basis and must be compatible with surrounding buildings – All proposed metal clad buildings or metal-building features will receive special scrutiny by the Board to ensure that aesthetic standards are met. The intent of the review is to promote projects that are compatible with quality development and that will maintain an attractive appearance through and beyond the land lease period.

Final plans for all metal-clad buildings shall be reviewed and approved during final plan review prior to manufacture. The building design, material, factory, and site finish specifications, and a sample of the exterior pre-finished metal surface shall be submitted to the Properties and Contracts Director at the time of preliminary plan review.

1. Approved finish for exterior metal paneling, siding and trim shall be anodized or a PVF2 (Poly Vinylidene Fluoride) factory applied and warranted coating. Unpainted galvanized finishes shall not be permitted.
2. Factory-applied finish shall be resistant to chalking, fading, and film failure. No exterior finish that causes reflective glare will be permitted.
3. Ribbed wall panels shall have an architecturally pleasing profile. Panels with a corrugated, crimped, or any ribbed pattern presenting an unacceptable industrial appearance shall not be permitted.
4. All sheet metal paneling shall be of at least twenty-six (26) gauge thickness or greater, and provide a rigid and flat non-"oil canning" exterior surface.
5. All structural supports shall be concealed.
6. A parapet, fascia, or comparable architectural detail may be incorporated in the design to unify pitched roofs, and varying roof lines.

Roof Treatments

Since roofs will be highly visible from aircraft using the adjacent Spokane International Airport, roofs shall be attractively designed and constructed. All mechanical equipment located on roofs shall be fully screened from street views. Extra architectural attention to screening will be required when mechanical equipment is placed on a sloping roof. Screens shall be an integrated part of the overall building façade and shall be constructed of compatible materials. Signs, letters, designs, or other graphics shall not be painted or placed on roofs. Materials used for roofs shall have a non-glare surface. Signage on roofs is prohibited.

Maintenance Standards

Exterior walls and facings that have been painted or similarly treated shall not be allowed to become cracked, chipped, faded, or in any way seriously deteriorated so that the aesthetics are impaired. Materials that have been stained or otherwise treated to age naturally will be allowed to do so. Broken windows, doors or other exterior members of structures shall be repaired or replaced promptly. Lessee shall be responsible for repainting building exterior surfaces once every five (5) years, or as required. The Board may extend the time period on a case-by-case basis.

1.16. DRIVEWAYS

Locations and Number

Curb cuts providing driveway access to and from a site shall be a minimum of ten (10) feet from adjacent property lines. For corner lots, a minimum distance of fifty (50) feet shall be provided between the end of the corner and the closest edge of a driveway. Joint access may be acceptable under the provisions of the development review process, with the permission of the adjoining tenant(s).

Widths

The design and size of curb cuts for driveways shall meet City of Spokane regulations.

Emergency Vehicles

Property access and circulation for emergency vehicles shall be approved by the appropriate Fire District having jurisdiction.

Maintenance Standards

Landscaping and signage shall not obstruct lines of sight for traffic entering and exiting driveways. There shall be no obstruction of any driveways that could interfere with the circulation of vehicle traffic, except such obstruction as may be reasonably required in connection with repairs of such driveways.

1.17. PARKING

Parking areas shall be in accordance with City of Spokane regulations, but not less in number than as described below. All vehicles shall be parked in designated stalls upon Lessee's

leasehold only, and not in any other areas. The parking of motor homes, mobile homes, recreational vehicles, travel trailers etc., is not permissible.

On-Roadway Parking

No parking of any type of vehicle shall be permitted on roadways.

Parking Space Requirements

Employees – A minimum of two (2) spaces shall be provided for each three (3) employees.
Visitors – Additional parking for visitors shall be provided based on expected need. Each visitor's stall shall be identified as visitor parking.

Trailer parking will be restricted to designated screened areas only.

No parking spaces may be located within maneuvering areas required to serve loading bays.

Parking Setbacks

There shall be no parking closer than ten (10) feet to any property line, and this area shall be landscaped in accordance with Section 1.23.

Parking Lot Layout

The design and layout of all parking lots shall conform to the requirements of City of Spokane regulations for stall width and length, travel aisles, etc.

Vehicular Circulation and Parking Lot Design

All parking lots shall incorporate a hierarchical vehicular circulation system (i.e. collector and feeder aisles) in order to make efficient, safe use of the lot. Parking lots shall also be designed to maximize the safe, efficient movement of pedestrians from their vehicles to the building(s) with minimal conflict resulting from vehicular movements. Stall dimensions, maneuvering areas, and aisles for parking areas shall adhere to City of Spokane regulations.

Screening

All parking shall be screened from adjacent properties and roadways as described in Section 1.23. The adequacy of screening will be determined by the Board.

Fencing, walls and other screening devices with damaged, broken or rotted members shall be repaired or replaced within ten (10) days. Painted or similarly treated surfaces that are subject to weathering shall not be allowed to chip, fade, crack, or deteriorate. Materials that have been stained or otherwise treated to age naturally will be allowed to do so.

Surfacing

All parking areas shall be: (1) paved with an all-weather surface of concrete or asphalt; (2) graded and drained to provide for the disposal of all surface water on the site; and (3) be of adequate strength for the expected traffic. Tractor-trailer wheel pads shall be concrete. All

parking stalls, pedestrian crosswalks and traffic direction indicators shall be clearly marked, and maintained to remain clearly marked, on the paved surface.

Maintenance Standards

All paved areas whether used for parking, driveways, truck loading or otherwise, shall not be permitted to become broken, cracked, settled or otherwise in need of repairs. Grass, weeds and other plant material growing in cracks should be removed. Dirt, litter and debris shall not be allowed to accumulate on paved surfaces.

1.18. LOADING AREAS

Location

Loading areas shall be in accordance with City of Spokane regulations and be completely contained on-site. Off-site vehicle loading or maneuvering shall not be permitted. Loading and service areas are not permitted in the required front or side yards. All trucks and/or other commercial vehicles, other than those making brief stop-and-go deliveries, shall be parked in an orderly manner in the back of any improvements to the property.

Truck loading area dimensions pertaining to berth, width and length shall be designed considering the maximum tractor-trailer length likely to service the facility and the angle of the loading area in relation to buildings, parking areas, drives, and roadways. All loading areas shall be designed to accommodate adequate truck maneuvering within the Lessee's leasehold according to accepted industry standards, and further provide adequate maneuvering areas to accommodate all vehicle movements within the leasehold boundary.

All service and loading areas shall be paved with concrete or asphalt.

Screening

Loading areas shall be screened the same as parking areas, as described in Section 1.23.

1.19. STORAGE AND PROCESSING

Outdoor Storage

Outdoor storage and processing shall be prohibited, except by written permission of the Board.

Hazardous and/or Flammable Materials

Lessee shall not engage in or allow the generation, use, manufacture, treatment, transportation, or storage of any hazardous substance in, on, under, or adjacent to their leasehold property, except by written permission of the Board.

Lessee shall not engage in or allow the unlawful release of any hazardous substance in, on, under or adjacent to Lessee's leasehold property (including air, surface water and ground water on, in, under or adjacent to the property). Lessee shall at all times be in compliance with all applicable laws (and shall cause its employees, agents and contractors to be) with respect to the leasehold property or any hazardous substance and shall handle all hazardous substances

in compliance with good industry standards and management practices. The term "hazardous substance" shall mean any substance, chemical or waste that is now or shall hereafter be listed, defined or regulated as hazardous, toxic or dangerous under any applicable laws. The term "applicable law" shall mean any federal, state, or local laws, ordinances, rules, regulations and requirements now or hereafter enacted (including consent decrees and administrative orders) relating to the generation, use, manufacture, treatment, transportation, storage, disposal, or release of any hazardous substance.

Lessee shall promptly notify the Board and any and all adjacent property tenants, in writing, if Lessee has or acquires notice or knowledge that any hazardous substance has been or is threatened to be released, discharged or disposed of, on, in, under or from the leasehold property. Lessee shall immediately take such action as is necessary to report to governmental agencies as required by applicable law and to detain the spread of and remove, to the satisfaction of any governmental agency having jurisdiction, any hazardous substances released, discharged or disposed of as the result of or in any way connected with the conduct of Lessee's business, and which is now or is hereafter determined to be unlawful or subject to governmentally imposed remedial requirements.

Lessee shall at all times maintain an employee or consultant familiar with applicable laws and charged with responsibility for Lessee's compliance with all applicable laws relating to hazardous substances.

1.20. UTLIITIES AND EASEMENTS

Utility Locations / Equipment Screening

All utilities shall be brought underground to the site and to the building(s). Above-ground utility equipment, transformers, boxes, etc., must be screened from view with appropriate evergreen landscape material pursuant to the guidelines established by the utility provider(s) for allowing maintenance access.

Easements

Permits for easements shall be obtained for all utilities to be located on Airport property, including sanitary sewer, water, gas, electricity, telephone, and/or fiber optic telecommunications.

Removal, replacement or connection to Airport facilities in connection with the construction of utilities shall be by a Board approved contractor and shall be in conformance with Board specifications. Approval to perform any utility work shall be obtained from the Board prior to the commencement of work.

Indemnification shall be given to the Board for the Lessee's use of the easement areas.

1.21. LIGHTING

The objective of on-site lighting is to highlight landscaped areas, pedestrian circulation (walkways), buildings, identification signs, parking or approved storage for decorative or security reasons. Lighting shall be designed to avoid or minimize light diffusion to adjoining property where negative impacts may be created. The lighting should complement and not dominate the

design character of the site. Indirect wall lighting or "wall washing", overhead down lighting, or interior illumination which spills outside is encouraged.

Architectural lighting should articulate and animate the particular building design as well as provide the required functional lighting for safety and clarity of pedestrian movement. Although exterior security and feature lighting is not required, it is strongly recommended for safety and enhancement.

Utility service for lighting shall be provided underground. All exterior lighting shall be metal halide or incandescent, and shall reflect downward whenever possible to avoid potential FAA conflicts due to the property's vicinity to aircraft operations at Spokane International Airport. The use of energy efficient lighting is encouraged.

Wall mounted lighting should not project above the wall or building parapet. No lighting fixtures shall be attached or supported from the roof of any building.

Service and/or storage area lighting shall be contained within service and/or storage yard boundaries and enclosure walls. No light spillover should occur outside the service and/or storage area. The light source should not be visible from roadways.

Please refer to the following figure for demonstration of various suggested lighting techniques:

FIGURE 1.21 – 1

Lighting

Maintenance Standards

All exterior lighting shall be maintained at adequate levels of illumination. Broken or burned out elements shall be replaced promptly.

1.22. SIGNAGE

Signs are an important element contributing to the identity of the Airport, and are intended to add to the aesthetic appeal of the area. The standards allow for sufficient and clearly visible business identification signs and are intended to ensure that signs are consistent, attractive, compatible, and in scale with those found throughout the Airport.

General Design

Sign design, dimensions, materials, colors, copy, location, and construction details shall be submitted to the Board during final plan review for approval prior to installation.

Flashing and rotating signs, billboards, roof signs, temporary signs including but not limited to banners, reader boards and A-frames, signs placed on fences, and signs painted on exterior surfaces of vehicles used as signs are not permitted. Signage is not permitted on roof tops.

Business Identification Freestanding Signs

All freestanding business identification signs shall be located at least fifteen (15) feet from the curb line of their adjacent roadway or at least five (5) feet from the property line in order to preserve sight distances.

Freestanding signs shall not be placed on the top of berms, but may be set into a berm.

One (1) freestanding business identification sign shall be allowed per roadway frontage of each development. Freestanding signs shall not exceed fifty (50) square feet of surface signage space, five (5) feet in height (not including a base with a maximum height of two (2) feet), and shall include the name of the business(es) and street address only. No pole signs are permitted.

Freestanding signs may use internal illumination or backlighting. Low-intensity spotlights may be permitted if they do not create glare, are used for accent, and the light fixtures are screened from view.

Business Identification Building Mounted Signs

One (1) business identification wall sign may be placed on an exterior building wall for each free-standing building. Multi-tenant buildings may have individual building mounted signs for each tenant. The sign shall be harmonious with the texture and color of the building to which it is affixed, and shall not extend above the wall eaves or parapet. The total sign area of building mounted signs which are comprised of individual letters, whether illuminated or not, shall not exceed five (5) percent of the wall area of the building's face to which it is applied; total sign area shall not exceed three hundred (300) square feet. The total sign area of cabinet or box style signs, whether illuminated or not, shall not exceed two (2) percent of the wall area of the building's face to which it is applied; total sign area shall not exceed one hundred (100) square feet. Sign text shall be limited to the building name, business name and logo only.

No more than one (1) building mounted sign shall be permitted for each roadway frontage of a parcel, except in the case of multiple occupancies of a building. When multiple occupants are individually identified, their signs shall be adjacent to their entrance and not exceed five (5) square feet.

Building mounted business identification signs may use internal illumination or backlighting, provided that the color and intensity of such lighting appears as an integral part of the overall architectural and site design concept. Direct illumination, spotlights, illuminated awnings or similar lighting shall not be permitted. No sign illumination shall cast a glare that is visible from any roadway or access drive.

Address Identification Building Mounted Signs

Lessee shall be required to install one (1) building mounted address identification sign for emergency response vehicle purposes, located near the primary entrance of the building providing the greatest line of sight for visibility from the adjacent frontage roadway. Letter for said sign shall be six (6) inches in height, and be colored to contrast with the primary exterior color of the building. Said sign is not required to include the business name.

Directional Signs

Directional signs such as "enter", "shipping", etc., are allowed adjacent to each driveway or service entrance. They shall not exceed three (3) feet in height or six (6) feet in total square footage area, not including the mounting base.

Window/Door Signs

Small incidental signs for individual business name, business logo, business hours, telephone numbers, address, etc., may be placed on windows and doors. The total sign area for all incidental signs shall not exceed a total of two (2) square feet per building occupant.

Temporary Real Estate Signs

Temporary real estate signs may be permitted. The sign height shall not exceed six (6) feet above finished grade. The sign area shall not exceed thirty (30) square feet. Display period shall be limited to one (1) year, but may be extended when the property transaction has been completed. Real estate signs shall be limited to one (1) sign per roadway frontage of a site. All real estate signs shall be submitted to the Board for approval prior to installation.

Maintenance Standards

All signs shall be repaired or replaced by Lessee as they fade, peel, or generally deteriorate. Internal or external sign lighting shall be maintained by Lessee, with burned-out fixtures replaced promptly. Signs which are no longer appropriate due to a change of tenant shall be removed immediately by Lessee prior to leaving.

1.23. LANDSCAPING

The Spokane International Airport Landscape Master Plan shall be utilized for landscape guidelines and standards for the property in general, as well as for leasehold development sites. The objectives in referencing said document are as follows:

1. To limit the palette of plant materials in order to insure both visual unity and optimum physical performance of plants.
2. To insure that a minimum amount of each parcel is left in open space.
3. To insure that plant materials are of sufficient size at planting so that a significant visual impact may be achieved.
4. To insure consistency and compatibility in planting design and materials between different parcels.

The term "landscaping" shall refer to all areas within the project not utilized for buildings, walkways, parking lots, access drives, truck loading, storage, or refuse collection.

General Landscape Requirements

1. A minimum of twenty (20) percent of each individual parcel must be open space and must be landscaped.
2. All plant materials are to be of sufficient size at planting so as to achieve maximum visual impact within three to five (3 – 5) years after planting with the following minimum sizes: groundcover – one (1) gallon; shrubs – two (2) gallons; deciduous trees – one and one half (1½) inch caliper; evergreen trees – five (5) feet in height.
3. All plant materials must be watered with an automatic underground irrigation system.
4. No planting which may be interpreted as excessively decorative will be allowed.
5. Plantings should be designed in such a way as to contribute to the visual unity of the project as a whole rather than to call attention to individual parcels.
6. Credit may be given towards required landscaping for the incorporation of mature, existing vegetation into the overall development scheme.

Right of Way

For the purposes of landscaping, the right of way is defined as the area between the leasehold boundary and any adjacent roadway(s). Right of way landscaping shall be installed and maintained by the Airport in accordance with the Spokane International Airport Landscape Master Plan.

Leasehold

For landscaping purposes, the leasehold is defined as the land contained within the boundaries of the leased premises, as clearly defined in the Lease Agreement, that must be landscaped by the Lessee. All landscaping within the leasehold shall be maintained by the Lessee.

1. Those areas adjacent to pedestrian walkways to buildings and other open spaces shall be planned for the relaxation or enjoyment of building occupants.
2. Landscaping in entry areas should satisfy the following objectives:
   A. Serve to direct pedestrian traffic to the building entry area from the parking area.
   B. Provide annual or seasonal color sources through the use of plant material.
   C. Provide control for building sun penetration.
   D. Shrubs and ground covers should be planted in masses.
   E. When shrubs are to be planted in groundcover areas, the groundcover material should not exceed a mature height of twelve (12) inches.
3. Provide a ten (10) foot minimum landscape area around the leasehold perimeter.
4. Plant materials used along abutting parcels, at the side and rear of buildings, should create a distinct separation between the two parcels.
5. A maximum slope of 3:1 is allowed within the ten (10) foot leasehold perimeter landscape area. A one (1) foot minimum flat transition shall be provided at the top and bottom of all slopes.
6. The minimum width for landscape planting around trash collection areas shall be six (6) feet and shall consist of a combination of evergreen shrubs, trees, and evergreen groundcover.

General Parking Areas

Parking areas are those areas in and adjacent to vehicular parking and maneuvering areas.

1. Parking areas shall be planted with trees, shrubs and/or evergreen groundcovers in order to enhance the overall character of the project in accordance with the Spokane International Airport Landscape Master Plan.
   A. At least ten (10) percent of the parking area shall be devoted to landscaping.
   B. No parking stall shall be located more than sixty (60) feet from a landscape area or island.
   C. Parking lot landscaping must be located between parking stalls, at the end of parking rows, or between the parking stalls and the right of way. Landscaping that occurs between the building and the parking area shall not be calculated in the ten (10) percent requirement.
   D. No landscaping area shall be less than thirty-two (32) square feet in size.
2. All parking must be visually screened from the right of way and adjacent parcels by one or a combination of the following: fifty (50) percent evergreen landscape materials; landscape berm three (3) feet in height; or fence or masonry wall three (3) feet in height.
   A. Where parking occurs between the building and the right of way, landscaped berms are encouraged as a buffer.
   B. Shrubs used for screening of vehicles in parking areas must be used in a continuous hedge using species that achieve a mature height of three to five (3 – 5) feet. Space plants according to their mature width or to achieve eighty-five (85) percent coverage by the fifth growing season.
3. No more than three (3) species of trees shall be used in any one parking area. Species may be different in separated parking areas.
4. When parking is more than two (2) bays deep, a planting strip must separate them.
5. Tree wells and planter area within paved parking areas shall provide a minimum of five (5) feet clear planting space.
   A. Tree wells or planting edge curbs must be used rather than wheel stops.

General Planting Requirements

Planting within the Airport will play a key role in creating overall character for the development as a park-like working environment.

1. When adjacent properties have been developed, plant materials selected should be complementary, providing a sense of continuity to all sites.
2. When adjacent properties have not been developed, plant materials selected should be complementary to the closest developed property and set a positive example for future development.
3. A planting palette has been recommended for use throughout all zones of the Airport that can be used with the preceding criteria and recommendations.
4. Landscape areas shall be protected from damage by a curb six (6) inches in height.

PLANT MATERIAL LIST

Trees

Deciduous street, shade, parking lot, and grove trees – minimum one and one half (1½) inch caliper:

Botanical name	Common name
Acer plantanoides "Columnarbroad"	Parkway Maple
Acer rubrum "Red Sunset"	Red Sunset Maple
Acer rubrum "October Glory"	October Glory Maple
Acer sacharum "Autumn Blaze"	Autumn Blaze Maple
Quercus coccinea	Scarlet Oak
Quercus rubra	Red Oak
Platnus acerfolia "Bloodgood"	Bloodgood London Plane
Tilia cordata "Greenspire"	Greenspire Linden
Fraxinus pennsylvanica "Patmore"	Patmore Ash
Fraxinus Americana "Autumn Purple"	Autumn Purple Ash
Zelkova serrata "Village Green"	Village Green Japanese Zelkova
Pyrus callerana "Aristocrat"	Aristocrat Flowering Pear
Tilia cordata	Little Leaf Linden
Sorbus acuparia	Mountain Ash
Fraxinus pennsylvanica	Green Ash

Evergreen – minimum five (5) feet in height:

Botanical name	Common name
Abies lasiocarpa	Alpine Fir
Pseudotsuga menziesii	Douglas Fir
Picea pungens "Glauca"	Colorado Blue Spruce
Pinus nigra	Austrian Pine
Pinus ponderosa	Ponderosa Pine
Pinus strobus	Eastern White Pine
Pinus sylvestris	Scotch Pines

Other flowering or accent trees (building entrance, parking lot entrance or intersection trees – minimum one and one half (1½) inch caliper:

Botanical name	Common name
Acer circinatum	Vine Maple
Malus "Snowdrift"	Snowdrift Crabapple
Prunus serrulata "Amanogawa"	Amanogawa Cherry
Pyrus calleryana "Chanticleer"	Chanticleer Flowering Pear
Cornus Kousa	Korean Dogwood
Cornus Florida "Rubra"	Pink Flowering Dogwood
Malus "Prairfire"	Prairfire Crabapple
Prunus cerasifera "Frankthrees"	Mt. St. Helens Plum
Styrax Japonica	Japanese Snowbell
Gleditsia triacanthos inermis	Seedless Honey Locust
Malus sp.	Flowering Crabapple
Cornus sp.	Dogwood

Prunus sp.	Flowering Cherry

Shrubs and Groundcovers

Shrubs:

Botanical name	Common name
Cornus stolonifera "Baileyi"	Bailey Red Twig Dogwood
Cornu stolonifera "Flaviramea"	Yellow Twig Dogwood
Berberis thunbergii "Kobold"	Kobold Japanese Barberry
Pinus mugo mughus	Dwarf Mugho Pine
Mahonia nervosa	Longleaf Mahonia
Juniperus chinensis 'Pfitzeriana'	Pfitzer Juniper
Juniperus sabina 'Arcadia'	Arcadia Juniper
Juniperus sabina 'Scandia'	Scandia Juniper
Mahonia aquifolium	Oregon Grape
Berberis mentorensis	Mentor's Barberrry
Viburnum rhytidophyllum	Leatherleaf Viburnum
Viburnum p. tomentosum 'Mariesii'	Maries Doublefile Viburnum
Pinus mugo	Swiss Mt. Pine
Magnolia stellata	Star Magnolia
Prunus bessyi	Western Sand Cherry
Potentilla fruticosa	Cinquefoil
Potentilla verna	Spring Cinquefoil
Cotinus coggygria	Smoke Tree
Acer circinatum	Vine Maple
Spirea sp.	Spirea
Stewartia sp.	Stewartia
Prunus laurocerasus 'Zabeliana'	Zabel Laurel
Kolkwitzia amabilis	Beauty Bush
Syringa vulgaris	Common Lilac
Ilex crentata 'convexa'	Convexleaf Japanese Holly
Ilex crenata 'Green Island'	Green Island Japanese Holly
Erica carnea	Spring Heather

Groundcovers:

Botanical name	Common name
Juniperus horizontalis 'Wiltonii'	Blue Carpet Juniper
Juniperus horizontalis 'Bar Harbor'	Bar Harbor Juniper
Pyracantha coccinea 'Lalandei'	Scarlet Firethorn
Hedera helix	English Ivy
Hypericum calycinum	St. John's Wort
Cotoneaster apiculata	Cranberry Cotoneaster
Cotoneaster horizontalis	Rockspray Cotoneaster
Euonymous fortunei 'Sarcoxie'	Sarcoxie Winter Creeper
Arctostaphylos uva-ursi	Kinnickinnick
Vinca minor	Periwinkle

Berberis thunbergi 'Crimson Pygmy'	Crimson Pygmy Barberry
Juniperus chinensis 'Procumbens Nana'	Dwarf Japanese Garden Juniper

Planting Details

Plant materials shall be installed as per the details described in the following figures, unless otherwise approved:

FIGURE 1.23 – 1

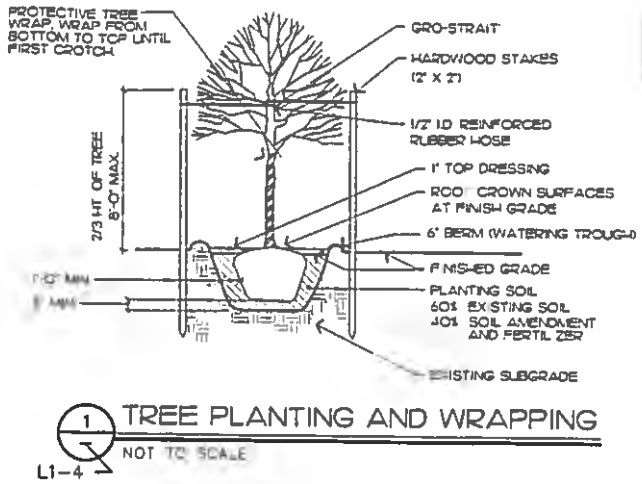


FIGURE 1.23 – 2

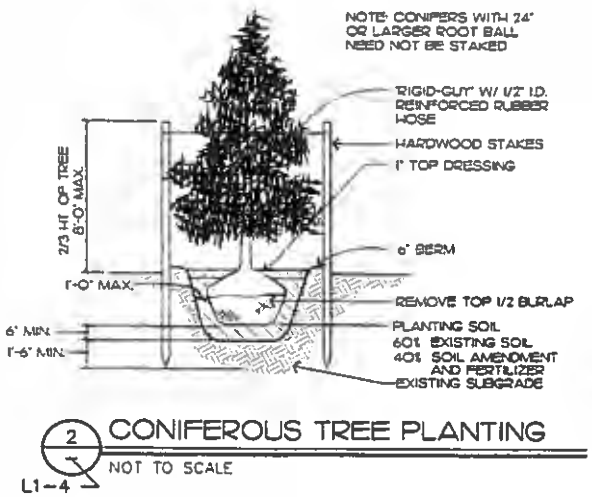
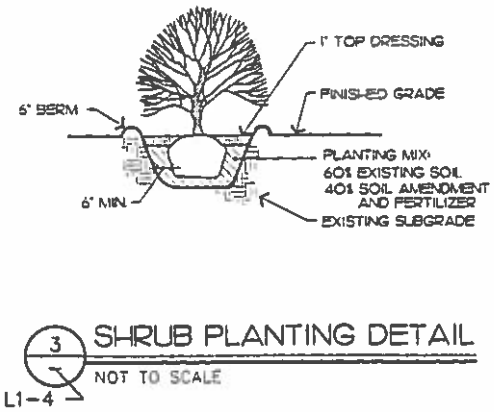


FIGURE 1.23 – 3



Turf

Turf grass shall be selected on the basis of an ability to maintain a reasonably evergreen appearance throughout the year. The following turf grass types and blends have proven successful depending upon the soil type encountered.

Lawn area may be sodded or seeded with the same mix of approved grass types. Recommended seed mix (dependent on availability of seed) is as follows:

25% Tall Fescue
25% Olympic Fescue
50% Kentucky Bluegrass / or Perennial Ryegrass

Mix by weight – spread

Utilize this mix or other approved sod or seed mix.

Mow strips shall be provided to separate grass areas from groundcover or shrub beds. If constructed of concrete, the mow strip should be a minimum of 4 inches wide and 6 inches deep.

Maintenance Standards

All landscaping shall be maintained in an attractive manner and weed free condition at all times. Plants and shrubs shall be maintained in a healthy, disease free condition. Pools, fountains and the like are to be maintained in a clean and operating condition. Dirt, litter and debris shall not be allowed to accumulate, particularly in areas covered with gravel, bark, rocks, or wood chips. Landscaping in all parts of the project shall be continuously maintained to insure an orderly, attractive appearance and to meet specific cultural demands of all plant materials.

1. Establish a regular mowing schedule for all turf areas.
2. Trim all groundcover as necessary to keep borders neat.
3. Prune all shrubs and trees as required, to prevent interference with vehicles and field of vision. Diseased or broken branches shall be removed.
4. Cultivate all shrub and groundcover area as necessary.
5. Maintain vegetation in undeveloped area as is necessary for weed control and fire hazard control.
6. Treat all shrubs, ground covers, and trees with insecticides, herbicides and fertilizers as necessary.
7. Clean up and remove all debris, trimmings and clippings.
8. Replace any diseased or dead plant materials.

1.24. SITE DRAINAGE / STORM WATER RUNOFF

Each development shall provide adequate storm drainage to provide for the on-site disposal of all storm water. Drainage into or onto adjacent property and/or roadways is not permitted. All storm water runoff resulting from constructed impervious surfaces shall be properly removed within the property lines of each parcel or established leasehold boundary. Grass and/or landscaped areas shall be designated to accommodate excessive storm water runoff. Compliance with applicable Federal, State and local regulations is required.

ARTICLE 2 – PERFORMANCE STANDARDS

The following performance standards shall apply to all tenants within the Airport. The intent of these standards is to avoid the creation of nuisance or unsanitary conditions within Board and/or Lessee developed facilities.

2.1. PROPERTY USE

The buildings and other facilities erected on the site and the uses to which the sites are put shall comply with the laws, statutes, regulation ordinances, and rulings of the State of Washington, and other governing bodies having jurisdiction. The buildings and other facilities comprising the development shall comply with the development plans as approved by the Board, and in cases of new construction, remodeling or additions, as further approved by the City of Spokane. Any subsequent changes in use must be submitted in writing to the Properties and Contracts Director and shall be subject to the approval of the Board, in addition to the City of Spokane.

2.2. FIRE

All activities related to and storage of flammable and/or explosive material shall only be allowed with prior written approval of the Board. In the event approval is granted, Lessee shall provide and maintain adequate safety and fire fighting devices in accordance with Federal, State and Local regulations. The appropriate fire districts and agencies shall be notified of all such activities.

2.3. AIR QUALITY

Any facility locating on Board property shall comply with all air pollution control regulations and amendments thereto imposed by the Spokane County Air Pollution Control Authority (SCAPCA).

2.4. LIQUID WASTE DISPOSAL

No liquid waste disposal shall be allowed on the site, adjacent drainage ditches, or onto adjacent property, or any other Spokane International Airport property.

The discharge of treated or untreated sewage and/or other waters to the sanitary sewage system shall conform to the codes and ordinances of the appropriate Federal, State and local jurisdiction.

2.5. WASTE MATERIAL

All materials, including rubbish, trash, garbage, maintenance, packing and container wastes, etc., shall be stored and all leasehold sites maintained in a manner that will not attract or aid the propagation of insects, birds or rodents, or in anyway create a health hazard.

2.6. NOISE

All noises shall be controlled so as not to be objectionable due to intermittence, high frequency or shrillness. In no event shall the sound pressure level of noise radiated from a building or site (except from the operation of motor vehicles, aircraft, or other transportation related activities) exceed the decibel levels in the designated octave bands as follows:

Octave Band Cycles	Maximum permitted sound level Decibels re 0.0002 dynes/cm²
0 – 300	75
300 – 1,200	55
1,200 – 4,800	45
4,800 & above	35

The sound pressure level shall be measured with a sound level meter and an octave band analyzer (American Standard Sound Level Meters for measurement of sound).

2.7. ODORS

Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped or modified to remove the odor.

2.8. HEAT AND GLARE

No direct or sky-reflected glare shall be permitted that is discernable at any leasehold perimeter line (except for lighting or parking area or signs otherwise permitted by these CC&Rs).

2.9. VIBRATION

No vibration shall be produced which is transmitted through the ground and is discernible without the aid of instruments at any point beyond the leasehold boundaries, except for vibrations associated with highway vehicles, ground equipment and aircraft.

2.10. VISIBLE EMISSIONS

Visible emissions of any kind into the atmosphere will not be discharged form any source which exceeds applicable Federal regulations and State of Washington Department of Ecology standards. No plant or operation shall discharge from any building or site any toxic materials or odors or waste consisting of fuels or gases which are detrimental to public health, or airborne particulate matter consisting of dust, sprays or mists.

2.11. ELECTROMAGNETIC RADIATION

For the purposed of these standards, electromagnetic interference shall be defined as electromagnetic disturbances which are generated by the use of electrical equipment other than planned and intentional sources of electromagnetic energy, which interfere with the proper operation of electromagnetic receptors of quality and proper design. It shall be unlawful to operate or to cause to be operated any source of electromagnetic interference, the radiation or transmission which does not comply with the current regulations of the Federal Communications Commission, and any Federal, State or local regulations.

ARTICLE 3 – ENFORCEMENT

The Board, at its option, may treat any failure to comply with the CC&Rs as default, or the Board, in the alternative, may proceed as follows:

If, within thirty (30) days of written notice to the Lessee, Lessee has not begun to repair or correct the deficiencies stated in the notice, the Board may enter into a contract for the repair or correction of such deficiencies, and the Lessee shall reimburse the Board for the costs of such repairs or corrections plus twenty (20) percent for the Board's administrative expenses. Failure to pay such amount within ten (10) days of invoice shall be deemed a default and subject to interest at the current prime rate.

The Board reserves the right for itself or designees to enter upon the premises for the purpose of inspection, repairing or correcting deficiencies.

All of the covenants, conditions and restrictions contained in the CC&Rs shall be construed together, but if at any time any one of these covenants, conditions or restrictions becomes invalid or for any reason unenforceable, no other covenants, conditions or restrictions shall be thereby affected or impaired.

3.1. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on the property.

3.2. SNOW REMOVAL

Lessee shall be responsible for snow removal from the leasehold site, including driveways and all pedestrian walkways. Lessee shall store or pile on its leasehold snow that has been removed or relocated on premises.

3.3. OFFENSIVE ACTIVITES

No unlawful, noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or so become an annoyance or nuisance to neighboring tenants or occupants, nor shall sound and external noise and odors be permitted which exceeds applicable governmental regulations.

The Spokane International Airport Non-Aeronautical Covenants, Conditions and Restrictions are hereby adopted and made effective by the Spokane Airport Board; in testimony whereof, witness the signature of the parties hereto, this October 17, 2007.

ATTEST:

Secretary

SPOKANE AIRPORT BOARD:

Chairman

RECOMMENDED APPROVAL, TERMS AND CONDITIONS BY:

Gratton O. Sealock, II, Airport Director

APPROVED AS TO FORM AND LEGALITY:

Jerry Neal, Airport Board Counsel

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 17 day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared David Clack and Todd Mielke to me known to be the *Chairperson* and *Secretary* of the Spokane Airport Board, and acknowledge the foregoing instrument to be the free and voluntary act and deed of said Board for the uses and purposes therein mentioned, and on oath each stated that he was authorized to execute said instrument.

DATED: October 17, 2007

JANET C. THIELEMANN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES DEC. 31, 2009

Notary Public in and for the State of Washington, residing at Spokane.
My appointment expires: 12-31-09.

EXHIBIT D

RETAIL SITE ANALYSIS

Retail Site Analysis

Spokane International Airport

Fuel Station and Convenience Store
W. Airport Drive
Spokane, Washington 99224

March 30, 2018

Project Summary

It has been proposed to develop a new generation fuel station with convenience store, branded fuel, and fast food along W. Airport Drive at the Spokane International Airport complex in Spokane, Washington 99224.

The focus of this evaluation is the anticipated fuel volume, convenience store, and fast food sales during the first three years of planned facility operation. A facility development strategy has been created and analyzed for volume and sales projection purposes. A series of Pro Forma Income Statements are included.

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Management Summary

Spokane International Airport – Fuel Station and Convenience Store

Site Characteristics

IMST Traffic Counts Based on 24-Hour Count (2018)
W. Airport Drive
10,753 (eastbound)
8,271 (westbound)
Total Traffic
18,916

- The site is located along W. Airport Drive, east of S. Flint Road in Spokane, Spokane County, Washington 99224. The site is a portion of the Spokane International Airport terminal area complex.
- W. Airport Drive is a divided, four-lane artery with eastbound and westbound portions directing inbound and outbound airport traffic. Posted speed – 35 MPH.
- The site extends between inbound and outbound roadways. A connector road will be located at the fuel site connecting inbound and outbound lanes.
- S. Flint Road is an undivided, two-lane, north/south artery that intersects with portions of W. Airport Drive. Posted speed – 35 MPH.
- Site access will exist via drive cuts along the planned connector road that will extend between inbound and outbound lanes. The site benefits from convenient and full directional ingress and egress.
- The site is an undeveloped land area consisting of two (2)-acres that affords frontage and access along inbound and outbound W. Airport Drive.
- Vehicular movement is unregulated relative to the site.
- Site visibility is unrestricted from both approach directions. Good visibility/reaction ratios will be supported and enhanced by exterior signage, lighting, and fuel canopy.

Competition

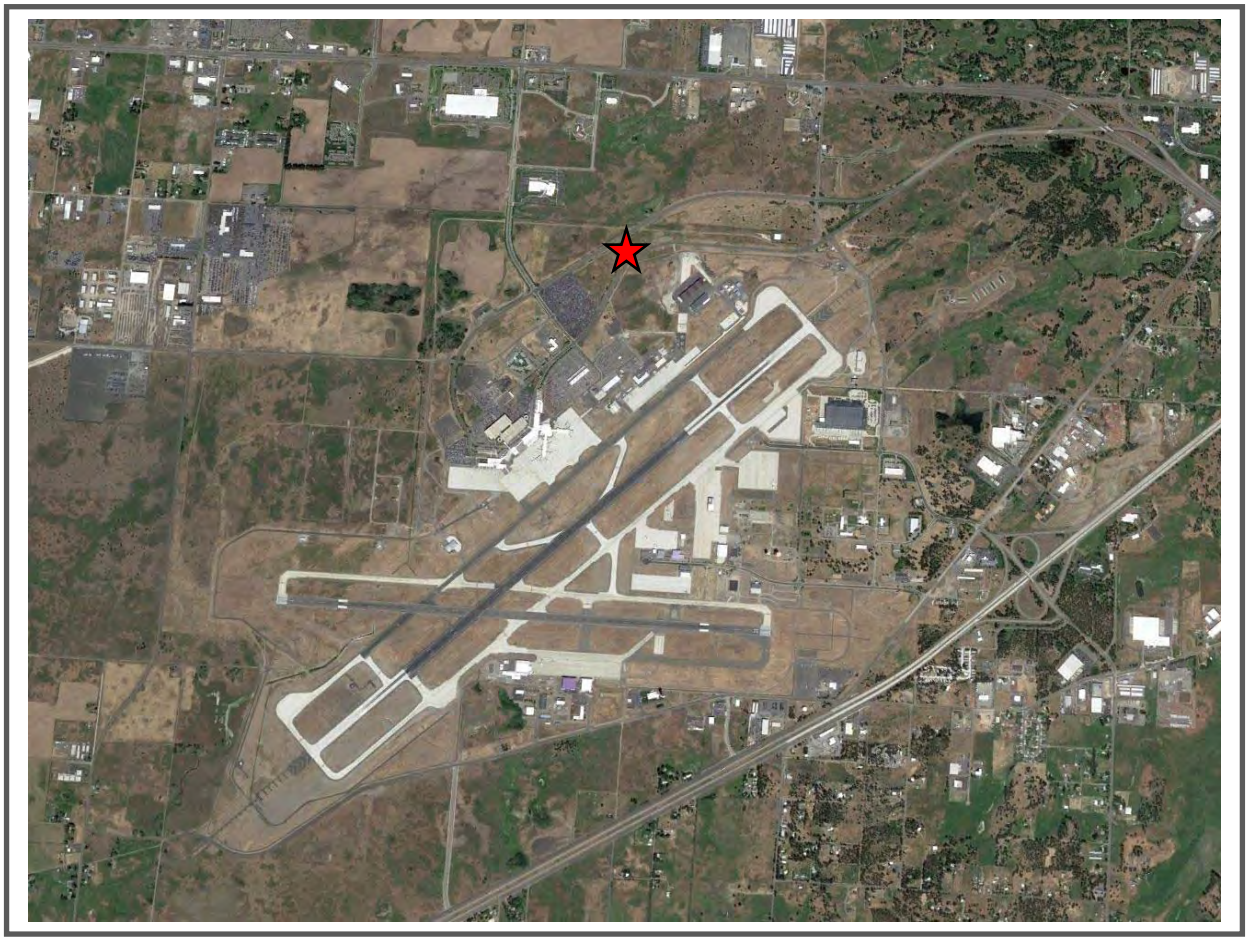
Competitive Summary: Gasoline/Diesel/Convenience Store	
Fuel Brands/Chains	Exxon, Cenex, Chevron, Flying J, Conoco
# of Competitors	7
Gasoline/Diesel Positions	86/38
Convenience Store SF	25,300
Average Distance from Site	1.9-miles

Competitive Summary: Fast Food	
Brands/Chains	Subway, Dairy Queen, JIB, Starbucks, Taco Bell, Jimmy John's, Carl's Jr.
# of QSR Competitors	7
Fast Food SF	20,300
Average Distance	1.4-miles

Trade Area

The trade area is the Spokane International Airport complex, with large employee base, established and expanding passenger volume, and associated business park and commercial center. The airport complex is located between Interstate 90 and U.S. Highway 2, at the west edge of Spokane. Trade area demand is driven by airport employees, airline employees, travelers, airport visitors, hotel guests, and business park employees.

Trade Area		
Total Parking Stalls	Airport Complex	7,669
Total Passenger Enplanements 2017	Airport Complex	1,782,452
Total Parking Transactions 2017	Airport Complex	394,975
Total Rental Car Transactions 2017	Airport Complex	225,000
Total GTC Transactions 2017	Airport Complex	264,780
Total Employees 2017	1-Mile	2,452



Facility Development Strategy: Airport Fuel and Convenience Store

- New generation fuel station with convenience store, branded fuel, and fast food.
- Six (6) MPD's with twelve (12) fueling positions, diesel hoses, E-85 hoses, EV stations, and stacked "dive-in" dispenser configuration.
- Branded fuel with full exterior brand image, modern canopy, LED price signage, and competitive pricing.
- 5,000 square foot retail building with 3,500 square foot convenience store and 1,500 square foot Tier II fast food restaurant.
- Convenience store featuring high profile design, modern amenities, services, and fixtures.
- Up-front convenience store parking for twelve (12) with additional perimeter and remote parking.
- Advanced convenience store merchandising with cigarette, tobacco, beer, wine, snack food, candy, dairy, beverage, and convenience categories. Competitive store pricing.
- Expanded fountain beverage counter with full flavor selection and frozen beverages.
- Branded coffee counter with multiple roasts, broad condiment selection, logo cups, and bakery case.
- Fourteen (14) door walk-in cooler with LED lighting.
- Open, display reach-in coolers with single-serve beverages and "grab and go" fast food.
- Four (4) freezer doors with ice merchandising and novelty ice cream.
- Interior restrooms featuring modern sanitation, maintenance, and appearance standards.
- Two (2) cashier stations with good standards of customer service. ATM. Lottery.
- Convenience store operation 24 hours per day, 7 days per week.
- 1,500 square foot Tier II fast food restaurant with full brand image compliance, signage, and design.
- Fast food sandwich brand with breakfast, lunch, and combo day part options.
- Interior fast food seating and express take-out service.

Volume & Sales Projections

Average Monthly Projections			
	Year 1	Year 2	Year 3
Fuel Volume (Gallons)	155,678	160,005	162,042
Convenience Store Sales (Dollars)	$83,842	$86,145	$87,280
Fast Food Sales (Dollars)	$41,787	$42,927	$43,626

Summary

It has been proposed by the Spokane International Airport to develop a new generation fuel station with convenience store and fast food on airport property. The focus of this report is volume and sales projections for the planned fuel, convenience, and fast food development. Fuel, convenience, and fast food projections are strong and conducive to proposed facility development. A multi-faceted, airport-complex demand mix drives projected site support. (1) The airport complex has a large employee base with no direct fuel/convenience alternative. (2) The airport business/industrial complex includes an established employee base along State Highway 2 and Interstate 90. (3) Passenger drop-off, pick-up, and rental car return traffic will have direct location exposure. (4) Hotel properties within the airport complex (Ramada Inn, Wingate Inn, and planned Springhill Suites). Fuel and store pricing will be competitive with the surrounding market area. Aggressive marketing, promotion, and frequency programs will be developed for airport employees, business park employees, transportation drivers, hotel guests, and rental car patrons. Fast food sales reflect a branded sandwich concept with breakfast, lunch, and combo meal day parts. A series of Pro Forma Income Statements are provided to direct project feasibility.

Site Photos

View W. Airport Drive facing east

View W. Airport Drive facing west

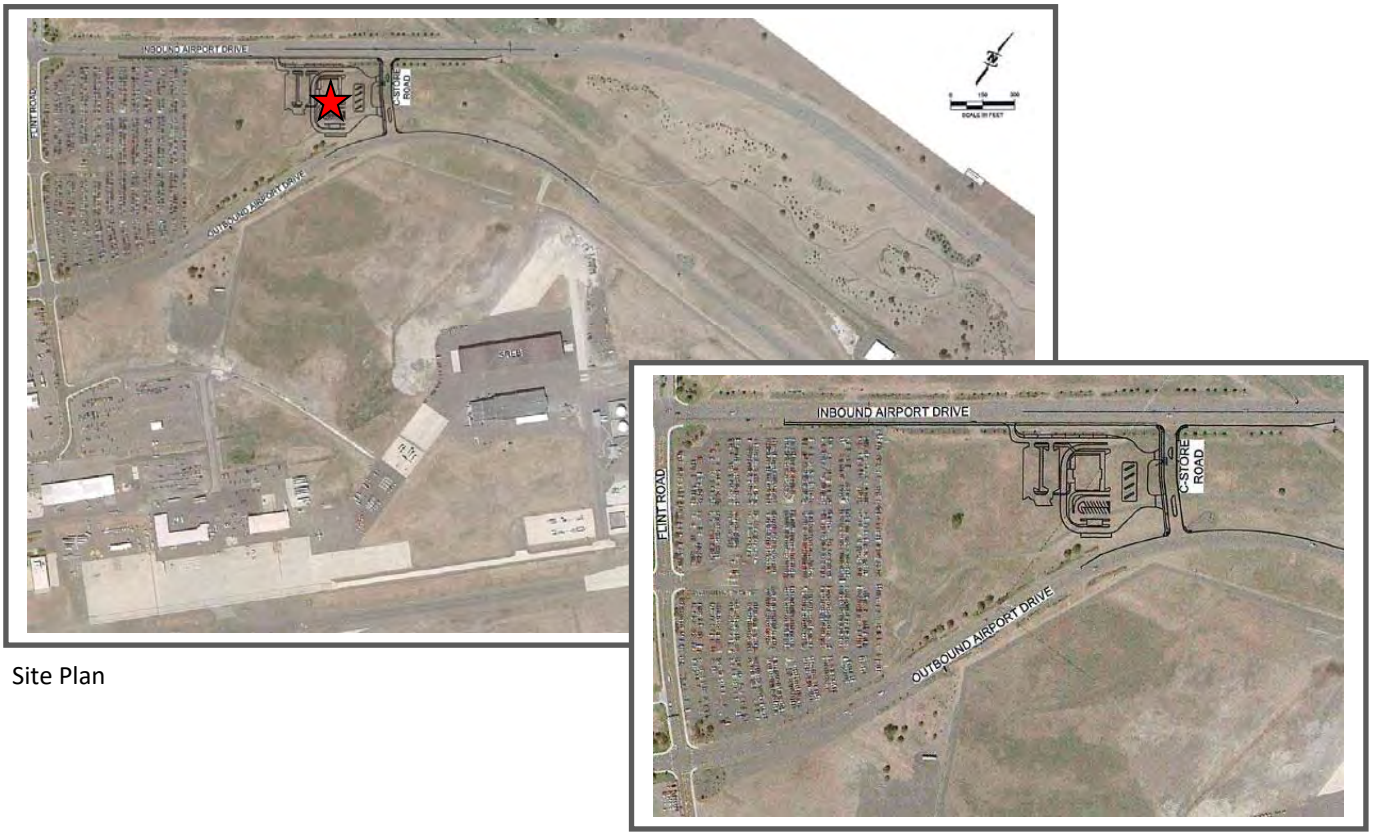
Site view from south along W. Airport Drive

Site Photos (continued)

Site view from along W. Airport Drive eastbound

Site signage

Site Plan



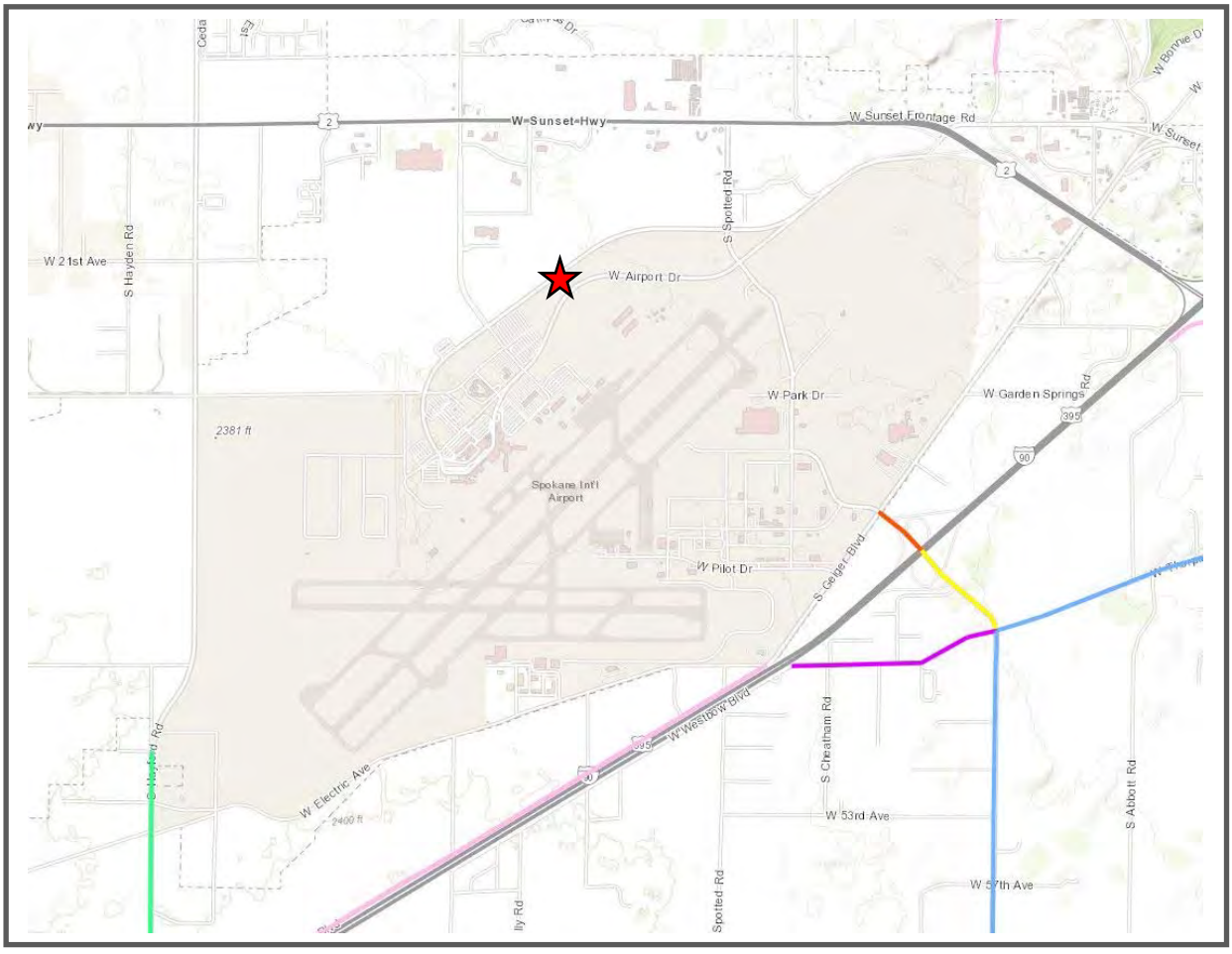
Site Plan

Traffic Summary

Spokane International Airport - W. Airport Drive

Traffic Counts

Average Daily Traffic Counts Determined by IMST (2018)		
Primary Artery: W. Airport Drive	Eastbound movement (non-truck/truck)	10,120/633
	Total W. Airport Drive	**10,753**
Secondary Artery: W. Airport Drive	Westbound movement (non-truck/truck)	7,638/525
	Total W. Airport Drive	**8,163**
	Total movement (non-truck/truck)	17,758/1,158
	Total movement	**18,916**



Facility Development Strategy: Airport Fuel and Convenience Store

Name:	Airport Convenience Store	**Brand:**	Brand	**Case #**	1
Location:	W. Airport Drive			**Intersection:**	N
Type:	Convenience Store			**Impact:**	162.9

Forecourt & Exterior

6	MPD's	Updated	Canopy		
	Electronic	Pay	Air/Water		
12	# of Gas Hoses	Yes	CRIND's		
3	# of Gas Grades	6	Brand Sign Facings		
12	# of Fueling Positions	2	Price Sign Facings		
4	# of Diesel Hoses	Yes	Pre Pay Fuel		
	# of Truck Lanes	2	# of Access Points		
	# of Kerosene Hoses	Average	Visibility		
2	# of E-85 Hoses	None	Traffic Regulation		
2	# of EV Stations	Crossover	Road Configuration		
18	# of Self Service Hoses	Average	On Site Movement		
	# of Full Service Hoses	35	Posted Speed		
Stacked	Fuel Configuration	3,500	Size of Store		
	Car Wash	12	Up Front Parking		

Posted Prices

Unleaded	$2.89 [9]
Midgrade	
Premium	
Diesel	$3.14 [9]
Card Discount	
Strategy	0.05
	0.02

Competitive Impact

Gasoline Score	73.5
Diesel Score	8.5
Convenience Store Score	80.9
Fast Food Score	54.0
Distance Score	1.00

Convenience Store

14	Walk In Cooler Doors	Average	Maintenance	Expanded	Restrooms
	Reach In Cooler Doors	Average	Interior Lighting	Average	Snack Merchandising
Yes	LED Cooler Lighting	Average	Interior Signage	Average	Tobacco Merchandising
	Walk In Freezer Doors	Excellent	Fountain Beverage	Full	Credit/Debit Card
	Reach In Freezer Doors	Average	Frozen/Specialty	24	Hours of Operation
2	Open Coolers	Excellent	Coffee Bar	2	Cashier Stations
	Interior Ice Doors	2	Beer/Wine Doors	Yes	Lottery
2	Exterior Ice Doors		Beer Cave	Yes	ATM
2	Novelty Freezers	Tier II	Fast Food Brand	Yes	Uniforms
Average	Interior Visibility	Grab and Go	Fast Food	Average	Customer Service/Experience

Projections, Analytical Range, & Metrics

Spokane International Airport – Fuel Station and Convenience Store

Trade Area Metrics

- Primary Area of Influence – Airport Complex
- Total Intersection Traffic – 18,916 VPD
- Explained Intersection Traffic – 29.8%
- Destination Intersection Traffic – 70.2%
- Trade Area in Square Miles – 3.14
- Trade Area Population Density – 118
- Trade Area Employee Density – 528

Projection Metrics

- Annual Gasoline Volume Year 1 – 1,754,100 gallons
- Annual Diesel Volume Year 1 – 114,036 gallons
- Gasoline Gallons per Dispenser – 25,946 gallons
- Annual Convenience Store Sales Year 1 – $1,006,104
- Convenience Store Sales per Square Foot - $23.95
- Annual Fast Food Sales Year 1 - $501,444

Average Monthly Volume & Sales Projections

	Year 1	Year 2	Year 3
Fuel Volume (Gallons)	**155,678**	**160,005**	**162,042**
Gasoline Volume (Gallons)	146,175	150,250	152,168
Diesel Volume (Gallons)	9,503	9,755	9,874
Convenience Store Sales (Dollars)	**$83,842**	**$86,145**	**$87,280**
Fast Food Sales (Dollars)	**$41,787**	**$42,927**	**$43,626**

Analytical Volume & Sales Range

LOW	Year 1	Year 2	Year 3
Fuel Volume (Gallons)	**137,928**	**142,244**	**144,736**
Convenience Store Sales (Dollars)	**$75,097**	**$77,444**	**$77,941**
Fast Food Sales (Dollars)	**$35,385**	**$36,741**	**$37,357**

HIGH	Year 1	Year 2	Year 3
Fuel Volume (Gallons)	**170,469**	**177,041**	**179,266**
Convenience Store Sales (Dollars)	**$92,654**	**$95,686**	**$96,908**
Fast Food Sales (Dollars)	**$44,382**	**$45,812**	**$46,815**

Pro Forma Income Statement

Prepared by IMST Corp.

Spokane International Airport

W. Airport Drive, Spokane, Washington 99224

SALES PER MONTH (Monthly Average)		YEAR 1	YEAR 2	YEAR 3
Gasoline Volume (Gallons)		146,175	150,250	152,168
Diesel Volume (Gallons)		9,503	9,755	9,874
Convenience Store Sales		$83,842	$86,145	$87,280
Fast Food Sales		$41,787	$42,927	$43,626
MARGIN PER MONTH				
Gasoline (CPG)	$0.195	$28,504	$29,299	$29,673
Diesel (CPG)	$0.225	$2,138	$2,195	$2,222
Convenience Store Sales	30.0%	$25,153	$25,844	$26,184
Fast Food Sales	60.0%	$25,072	$25,756	$26,176
Total Gross Margin		**$80,867**	**$83,093**	**$84,254**
OPERATING EXPENSES PER MONTH				
	% of Total Gross Margin $			
Wages	35.0%	$28,303	$29,083	$29,489
Payroll Taxes	2.4%	$1,941	$1,994	$2,022
Workers Compensation	0.7%	$566	$582	$590
Health Insurance & Benefits	2.3%	$1,860	$1,911	$1,938
Utilities	3.9%	$3,154	$3,241	$3,286
Property Taxes, Licenses	2.1%	$1,698	$1,745	$1,769
Business Insurance	0.7%	$566	$582	$590
Equipment Rent	0.5%	$404	$415	$421
Communications	0.6%	$485	$499	$506
Credit Card Fees	7.6%	$6,146	$6,315	$6,403
Repairs & Maintenance	3.9%	$3,154	$3,241	$3,286
Supplies	1.8%	$1,456	$1,496	$1,517
Advertising & Promotion	1.5%	$1,213	$1,246	$1,264
Cash Short and Over	0.2%	$162	$166	$169
Other Not Listed	3.0%	$2,426	$2,493	$2,528
Total Operating Expenses	66.2%	**$53,534**	**$55,008**	**$55,776**
NET PROFIT				
Monthly Net Profit Before Tax & Other Expenses		**$27,333**	**$28,085**	**$28,478**
Annual Net Profit Before Tax & Other Expenses		**$327,996**	**$337,020**	**$341,736**

General Assumptions:
Fuel, convenience store, and fast food are developed in accordance with IMST RSA development strategy.
Fuel, convenience store, and fast food are operated consistent with NACS industry standards.
Fuel, convenience store, and fast food meet volume and sales indicated by IMST RSA development projections.

Specific Assumptions:
Based on 2016 NACS State of the Industry Report powered by CSX
Operating expenses do not include franchise fees, debt service, depreciation & amortization, personal taxes, or adminstrative allocation. Operating Income does not include Lottery, Vending, Rebates, Money Orders, ATM.

Pro Forma Income Statement

Prepared by IMST Corp.

Spokane International Airport

W. Airport Drive, Spokane, Washington 99224

LOW

SALES PER MONTH (Analytical Low)		YEAR 1	YEAR 2	YEAR 3
Gasoline Volume (Gallons)		129,594	133,572	135,886
Diesel Volume (Gallons)		8,334	8,672	8,850
Convenience Store Sales		$75,097	$77,444	$77,941
Fast Food Sales		$35,385	$36,741	$37,357
MARGIN PER MONTH				
Gasoline (CPG)	$0.195	$25,271	$26,047	$26,498
Diesel (CPG)	$0.225	$1,875	$1,951	$1,991
Convenience Store Sales	30.0%	$22,529	$23,233	$23,382
Fast Food Sales	60.0%	$21,231	$22,045	$22,414
Total Gross Margin		**$70,906**	**$73,276**	**$74,286**
OPERATING EXPENSES PER MONTH				
	% of Total Gross Margin $			
Wages	38.5%	$27,299	$28,211	$28,600
Payroll Taxes	2.4%	$1,702	$1,759	$1,783
Workers Compensation	0.7%	$496	$513	$520
Health Insurance & Benefits	2.3%	$1,631	$1,685	$1,709
Utilities	3.9%	$2,765	$2,858	$2,897
Property Taxes, Licenses	2.1%	$1,489	$1,539	$1,560
Business Insurance	0.7%	$496	$513	$520
Equipment Rent	0.5%	$355	$366	$371
Communications	0.6%	$425	$440	$446
Credit Card Fees	7.6%	$5,389	$5,569	$5,646
Repairs & Maintenance	3.9%	$2,765	$2,858	$2,897
Supplies	1.8%	$1,276	$1,319	$1,337
Advertising & Promotion	1.5%	$1,064	$1,099	$1,114
Cash Short and Over	0.2%	$142	$147	$149
Other Not Listed	3.0%	$2,127	$2,198	$2,229
Total Operating Expenses	69.7%	**$49,421**	**$51,073**	**$51,777**
NET PROFIT				
Monthly Net Profit Before Tax & Other Expenses		**$21,485**	**$22,203**	**$22,509**
Annual Net Profit Before Tax & Other Expenses		**$257,820**	**$266,436**	**$270,108**

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Specific Assumptions:
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Operating expenses do not include franchise fees, debt service, depreciation & amortization, personal taxes, or adminstrative allocation. Operating Income does not include Lottery, Vending, Rebates, Money Orders, ATM.

Pro Forma Income Statement

Prepared by IMST Corp.

Spokane International Airport

W. Airport Drive, Spokane, Washington 99224

				HIGH
SALES PER MONTH (Analytical High)		**YEAR 1**	**YEAR 2**	**YEAR 3**
Gasoline Volume (Gallons)		160,152	166,358	168,303
Diesel Volume (Gallons)		10,317	10,683	10,963
Convenience Store Sales		$92,654	$95,686	$96,908
Fast Food Sales		$44,382	$45,812	$46,815
MARGIN PER MONTH				
Gasoline (CPG)	$0.195	$31,230	$32,440	$32,819
Diesel (CPG)	$0.225	$2,321	$2,404	$2,467
Convenience Store Sales	30.0%	$27,796	$28,706	$29,072
Fast Food Sales	60.0%	$26,629	$27,487	$28,089
Total Gross Margin		**$87,976**	**$91,036**	**$92,447**
OPERATING EXPENSES PER MONTH				
	% of Total Gross Margin $			
Wages	34.0%	$29,912	$30,952	$31,432
Payroll Taxes	2.4%	$2,111	$2,185	$2,219
Workers Compensation	0.7%	$616	$637	$647
Health Insurance & Benefits	2.3%	$2,023	$2,094	$2,126
Utilities	3.9%	$3,431	$3,550	$3,605
Property Taxes, Licenses	2.1%	$1,847	$1,912	$1,941
Business Insurance	0.7%	$616	$637	$647
Equipment Rent	0.5%	$440	$455	$462
Communications	0.6%	$528	$546	$555
Credit Card Fees	7.6%	$6,686	$6,919	$7,026
Repairs & Maintenance	3.9%	$3,431	$3,550	$3,605
Supplies	1.8%	$1,584	$1,639	$1,664
Advertising & Promotion	1.5%	$1,320	$1,366	$1,387
Cash Short and Over	0.2%	$176	$182	$185
Other Not Listed	3.0%	$2,639	$2,731	$2,773
Total Operating Expenses	65.2%	**$57,360**	**$59,355**	**$60,275**
NET PROFIT				
Monthly Net Profit Before Tax & Other Expenses		**$30,616**	**$31,681**	**$32,172**
Annual Net Profit Before Tax & Other Expenses		**$367,392**	**$380,172**	**$386,064**

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Specific Assumptions:
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Competitive Analysis Summary

Trade Area Summary

7	Total Competitive Units
1.9	Average Distance in Miles
86	Total Gasoline Fueling Positions
38	Total Auto Diesel Fueling Positions
25,300	Total Convenience Store Square Footage
3,614	Average Convenience Store Square Footage

Brands and Convenience Chains

Chevron, CENEX, EXXON, conoco, FLYING J

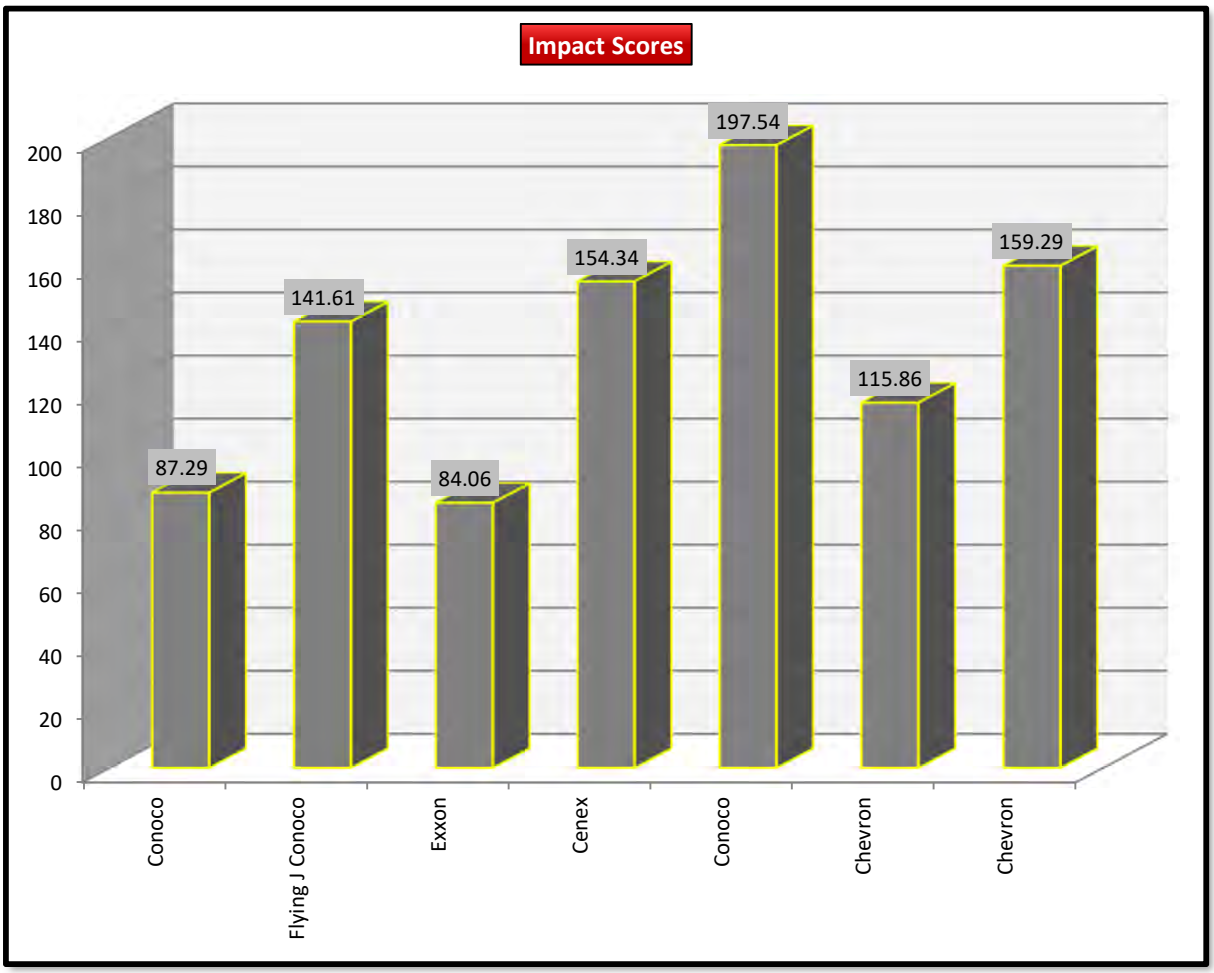
Competitive Impact Scores

58.7	Average Gasoline Impact Score
12.2	Average Diesel Impact Score
63.4	Average Convenience Impact Score
5.0	Average Fast Food Impact Score
0.2	Average Distance Impact Score
197.5	Maximum Competitor Impact Score
84.1	Minimum Competitor Impact Score

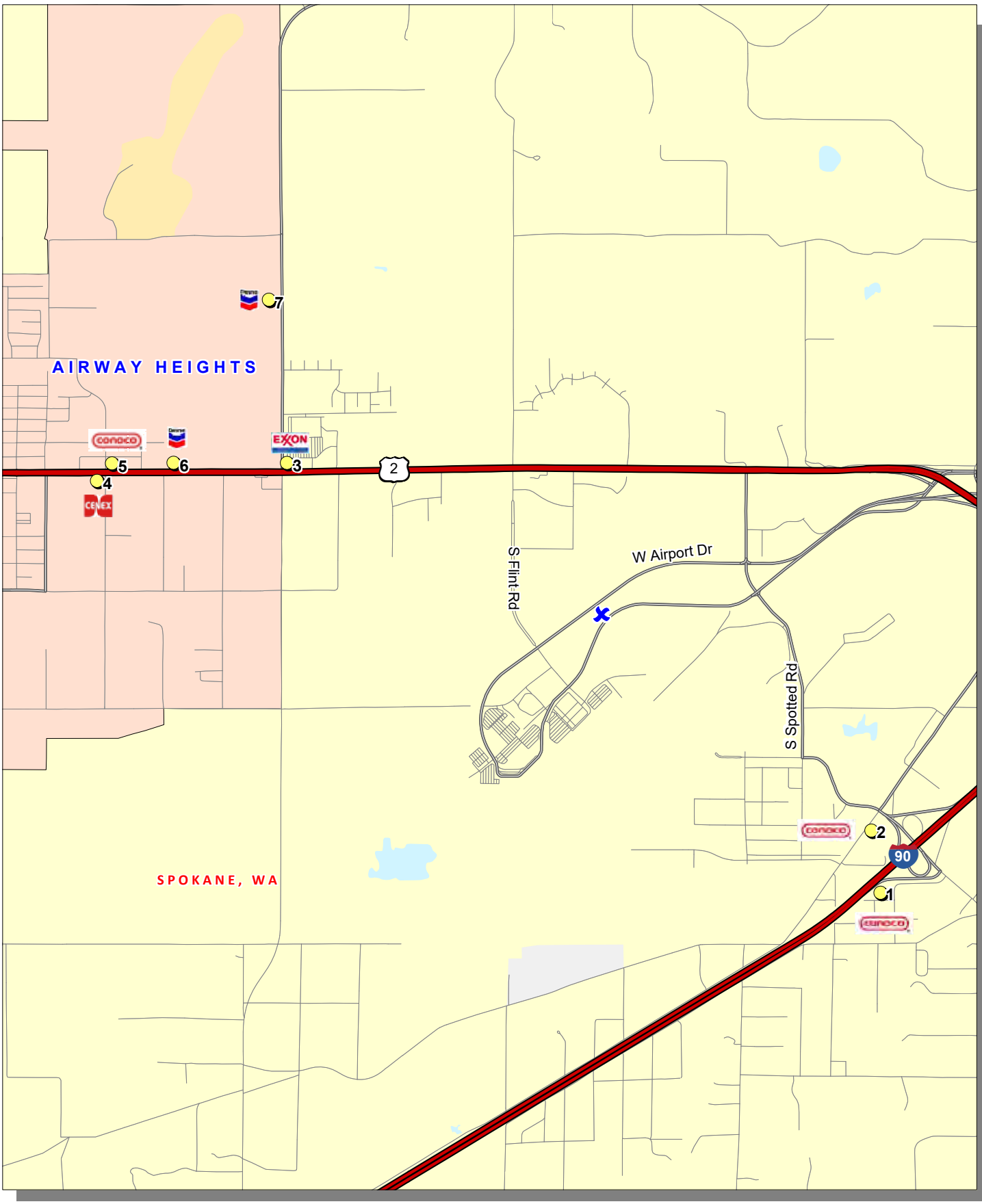
Posted Prices

Market Price Gasoline	$2.84	9
Lead Price Gasoline	$2.72	9
Market Price Diesel	$3.12	9
Lead Price Diesel	$3.07	9

Date: 2/15/2018



Competition Map



= Gasoline/Diesel/Convenience Store

Competition Analysis: Convenience Store and Fuel

Name:	Harper's	**Brand:**	Conoco	**Map #:**	1
Location:	U.S. Highway 395, south of S. Grove Road			**Intersection:**	E
Type:	Convenience Store			**Distance:**	1.7

Forecourt & Exterior

6	MPD's	Standard	Canopy	Unleaded	$2.89 [9]
	Electronic	Pay	Air/Water	Midgrade	
12	# of Gas Hoses	Yes	CRIND's	Premium	
3	# of Gas Grades	6	Brand Sign Facings	Diesel	$3.14 [9]
12	# of Fueling Positions	2	Price Sign Facings	Card Discount	
4	# of Diesel Hoses	Yes	Pre Pay Fuel		
	# of Truck Lanes	1	# of Access Points	Strategy	0.05
	# of Kerosene Hoses	Poor	Visibility		0.02
	# of E-85 Hoses	None	Traffic Regulation		
	# of EV Stations	Undivided	Road Configuration		
16	# of Self Service Hoses	Average	On Site Movement		
	# of Full Service Hoses	25	Posted Speed		
Parallel	Fuel Configuration	2,800	Size of Store		
	Car Wash		Up Front Parking		

Posted Prices

Competitive Impact

Gasoline Score	62.5
Diesel Score	7.5
Convenience Store Score	48.0
Fast Food Score	0.0
Distance Score	0.17

Convenience Store

11	Walk In Cooler Doors	Average	Maintenance	Interior	Restrooms
4	Reach In Cooler Doors	Average	Interior Lighting	Average	Snack Merchandising
	LED Cooler Lighting	Below Avg	Interior Signage	Average	Tobacco Merchandising
	Walk In Freezer Doors	Average	Fountain Beverage	Full	Credit/Debit Card
	Reach In Freezer Doors	Average	Frozen/Specialty	18	Hours of Operation
	Open Coolers	Limited	Coffee Bar	1	Cashier Stations
	Interior Ice Doors	5	Beer/Wine Doors	Yes	Lottery
	Exterior Ice Doors		Beer Cave	Yes	ATM
1	Novelty Freezers		Fast Food Brand	Yes	Uniforms
Average	Interior Visibility		Fast Food	Below Avg	Customer Service/Experience

Date: 2/15/2018

Competition Analysis: Convenience Store and Fuel

Name:	Flying J	**Brand:**	Conoco	**Map #:**	2
Location:	Geiger Boulevard, south of Grove Road			**Intersection:**	E
Type:	Truck Stop			**Distance:**	1.5

Forecourt & Exterior

3	MPD's	Standard	Canopy	Unleaded	$2.85 [9]
	Electronic	Pay	Air/Water	Midgrade	$3.05 [9]
6	# of Gas Hoses	Yes	CRIND's	Premium	$3.35 [9]
3	# of Gas Grades	6	Brand Sign Facings	Diesel	Competitive
6	# of Fueling Positions	2	Price Sign Facings	Card Discount	
6	# of Diesel Hoses	Yes	Pre Pay Fuel		
3	# of Truck Lanes	2	# of Access Points	Strategy	0.01
	# of Kerosene Hoses	Average	Visibility		
	# of E-85 Hoses	Stop	Traffic Regulation		
	# of EV Stations	Undivided	Road Configuration		
18	# of Self Service Hoses	BelowAvg	On Site Movement		
	# of Full Service Hoses	35	Posted Speed		
In Line	Fuel Configuration	4,000	Size of Store		
	Car Wash	12	Up Front Parking		

Posted Prices

Competitive Impact

Gasoline Score	69.5
Diesel Score	16.5
Convenience Store Score	60.6
Fast Food Score	31.0
Distance Score	0.19

Convenience Store

9	Walk In Cooler Doors	Below Avg	Maintenance	Interior	Restrooms
	Reach In Cooler Doors	Below Avg	Interior Lighting	Average	Snack Merchandising
	LED Cooler Lighting	Below Avg	Interior Signage	Average	Tobacco Merchandising
	Walk In Freezer Doors	Limited	Fountain Beverage	Full	Credit/Debit Card
	Reach In Freezer Doors	Limited	Frozen/Specialty	24	Hours of Operation
	Open Coolers	Limited	Coffee Bar	4	Cashier Stations
	Interior Ice Doors	3	Beer/Wine Doors	Yes	Lottery
2	Exterior Ice Doors		Beer Cave	Yes	ATM
1	Novelty Freezers	Subway	Fast Food Brand	Yes	Uniforms
Restricted	Interior Visibility	RollerGrill	Fast Food	Below Avg	Customer Service/Experience

Date: 2/15/2018

Competition Analysis: Convenience Store and Fuel

Name:	Exxon	**Brand:**	Exxon	**Map #:**	3
Location:	Hayford Road and U.S. Highway 2			**Intersection:**	NE
Type:	Convenience Store			**Distance:**	1.5

Forecourt & Exterior

4	MPD's	Standard	Canopy		
	Electronic	Pay	Air/Water		
8	# of Gas Hoses	Yes	CRIND's		
3	# of Gas Grades	6	Brand Sign Facings		
8	# of Fueling Positions	4	Price Sign Facings		
4	# of Diesel Hoses	Yes	Pre Pay Fuel		
	# of Truck Lanes	4	# of Access Points		
	# of Kerosene Hoses	Average	Visibility		
	# of E-85 Hoses	Electronic	Traffic Regulation		
	# of EV Stations	Crossover	Road Configuration		
12	# of Self Service Hoses	Average	On Site Movement		
	# of Full Service Hoses	45	Posted Speed		
Dive In	Fuel Configuration	3,200	Size of Store		
Soft Touch	Car Wash	10	Up Front Parking		

Posted Prices

Unleaded	$2.94 [9]
Midgrade	
Premium	
Diesel	$3.19 [9]
Card Discount	
Strategy	0.10
	0.07

Competitive Impact

Gasoline Score	76.5
Diesel Score	11.5
Convenience Store Score	64.9
Fast Food Score	0.0
Distance Score	0.19

Convenience Store

13	Walk In Cooler Doors	Average	Maintenance	Interior	Restrooms
	Reach In Cooler Doors	Average	Interior Lighting	Average	Snack Merchandising
	LED Cooler Lighting	Average	Interior Signage	Average	Tobacco Merchandising
	Walk In Freezer Doors	Average	Fountain Beverage	Full	Credit/Debit Card
3	Reach In Freezer Doors	Average	Frozen/Specialty	18	Hours of Operation
	Open Coolers	Average	Coffee Bar	2	Cashier Stations
	Interior Ice Doors		Beer/Wine Doors	Yes	Lottery
	Exterior Ice Doors		Beer Cave	Yes	ATM
1	Novelty Freezers		Fast Food Brand	Yes	Uniforms
Average	Interior Visibility		Fast Food	Average	Customer Service/Experience

Date: 2/15/2018

Competition Analysis: Convenience Store and Fuel

Name:	Zip Trip	**Brand:**	Cenex	**Map #:**	**4**
Location:	U.S. Highway 2 and Garfield Road			**Intersection:**	SW
Type:	Convenience Store			**Distance:**	2.3

Forecourt & Exterior

4	MPD's	Standard	Canopy	Unleaded	$2.72 [9]
	Electronic	Pay	Air/Water	Midgrade	
8	# of Gas Hoses	Yes	CRIND's	Premium	
3	# of Gas Grades	4	Brand Sign Facings	Diesel	$3.07 [9]
8	# of Fueling Positions	2	Price Sign Facings	Card Discount	
4	# of Diesel Hoses	Yes	Pre Pay Fuel		
	# of Truck Lanes	2	# of Access Points	Strategy	-0.12
	# of Kerosene Hoses	Average	Visibility		-0.05
	# of E-85 Hoses	Electronic	Traffic Regulation		
	# of EV Stations	CenterTurn	Road Configuration		
12	# of Self Service Hoses	Average	On Site Movement		
	# of Full Service Hoses	45	Posted Speed		
Parallel	Fuel Configuration	3,200	Size of Store		
	Car Wash	8	Up Front Parking		

Posted Prices

Competitive Impact

Gasoline Score	67.5
Diesel Score	13.5
Convenience Store Score	57.1
Fast Food Score	0.0
Distance Score	0.12

Convenience Store

13	Walk In Cooler Doors	Average	Maintenance	Interior	Restrooms
	Reach In Cooler Doors	Average	Interior Lighting	Average	Snack Merchandising
	LED Cooler Lighting	Average	Interior Signage	Average	Tobacco Merchandising
1	Walk In Freezer Doors	Average	Fountain Beverage	Full	Credit/Debit Card
	Reach In Freezer Doors	Average	Frozen/Specialty	24	Hours of Operation
	Open Coolers	Average	Coffee Bar	2	Cashier Stations
	Interior Ice Doors		Beer/Wine Doors	Yes	Lottery
2	Exterior Ice Doors		Beer Cave	Yes	ATM
1	Novelty Freezers		Fast Food Brand	Yes	Uniforms
Average	Interior Visibility		Fast Food	Below Avg	Customer Service/Experience

Date:	2/15/2018

Competition Analysis: Convenience Store and Fuel

Name:	West Plains Conoco	**Brand:**	Conoco	**Map #:**	5
Location:	U.S. Highway 2 and Garfield Road			**Intersection:**	NE
Type:	Convenience Store			**Distance:**	2.3

Forecourt & Exterior

6	MPD's	Standard	Canopy	Unleaded	$2.72 [9]
	Electronic	Pay	Air/Water	Midgrade	
12	# of Gas Hoses	Yes	CRIND's	Premium	
3	# of Gas Grades	4	Brand Sign Facings	Diesel	$3.07 [9]
12	# of Fueling Positions	2	Price Sign Facings	Card Discount	
4	# of Diesel Hoses	Yes	Pre Pay Fuel		
	# of Truck Lanes	2	# of Access Points	Strategy	-0.12
	# of Kerosene Hoses	Average	Visibility		-0.05
	# of E-85 Hoses	Electronic	Traffic Regulation		
	# of EV Stations	CenterTurn	Road Configuration		
16	# of Self Service Hoses	Average	On Site Movement		
	# of Full Service Hoses	45	Posted Speed		
Dive In	Fuel Configuration	5,000	Size of Store		
Touchless	Car Wash	9	Up Front Parking		

Posted Prices

Competitive Impact

Gasoline Score	93.5
Diesel Score	13.5
Convenience Store Score	69.1
Fast Food Score	0.0
Distance Score	0.12

Convenience Store

12	Walk In Cooler Doors	Average	Maintenance	Interior	Restrooms
	Reach In Cooler Doors	Average	Interior Lighting	Average	Snack Merchandising
	LED Cooler Lighting	Average	Interior Signage	Average	Tobacco Merchandising
	Walk In Freezer Doors	Average	Fountain Beverage	Full	Credit/Debit Card
3	Reach In Freezer Doors	Average	Frozen/Specialty	24	Hours of Operation
	Open Coolers	Average	Coffee Bar	2	Cashier Stations
	Interior Ice Doors		Beer/Wine Doors	Yes	Lottery
	Exterior Ice Doors		Beer Cave	Yes	ATM
1	Novelty Freezers		Fast Food Brand	Yes	Uniforms
Average	Interior Visibility		Fast Food	Below Avg	Customer Service/Experience

Date:	2/15/2018

Competition Analysis: Convenience Store and Fuel

Name:	Kalispel Market	**Brand:**	Chevron	**Map #:**	6
Location:	U.S. Highway 2 and Lyons Road			**Intersection:**	NE
Type:	Convenience Store			**Distance:**	2.0

Forecourt & Exterior

10	MPD's	Updated	Canopy	Unleaded	$2.89 [9]
	Electronic	Pay	Air/Water	Midgrade	
20	# of Gas Hoses	Yes	CRIND's	Premium	
3	# of Gas Grades	5	Brand Sign Facings	Diesel	$3.11 [9]
20	# of Fueling Positions	2	Price Sign Facings	Card Discount	
8	# of Diesel Hoses	Yes	Pre Pay Fuel		
	# of Truck Lanes	2	# of Access Points	Strategy	0.05
	# of Kerosene Hoses	Average	Visibility		-0.01
	# of E-85 Hoses	None	Traffic Regulation		
	# of EV Stations	CenterTurn	Road Configuration		
28	# of Self Service Hoses	Average	On Site Movement		
	# of Full Service Hoses	45	Posted Speed		
Dive In	Fuel Configuration	2,600	Size of Store		
	Car Wash	6	Up Front Parking		

Posted Prices

Competitive Impact

Gasoline Score	73.5
Diesel Score	13.5
Convenience Store Score	61.7
Fast Food Score	0.0
Distance Score	0.14

Convenience Store

8	Walk In Cooler Doors	Average	Maintenance	Interior	Restrooms
4	Reach In Cooler Doors	Average	Interior Lighting	Average	Snack Merchandising
	LED Cooler Lighting	Average	Interior Signage	Average	Tobacco Merchandising
	Walk In Freezer Doors	Average	Fountain Beverage	Full	Credit/Debit Card
	Reach In Freezer Doors	Average	Frozen/Specialty	24	Hours of Operation
3	Open Coolers	Average	Coffee Bar	1	Cashier Stations
	Interior Ice Doors	8	Beer/Wine Doors	Yes	Lottery
2	Exterior Ice Doors		Beer Cave	Yes	ATM
	Novelty Freezers		Fast Food Brand	Yes	Uniforms
Average	Interior Visibility		Fast Food	Average	Customer Service/Experience

Date:	2/15/2018

Competition Analysis: Convenience Store and Fuel

Name:	Kalispel Market	**Brand:**	Chevron	**Map #:**	7
Location:	Hayford Road and Sprague Avenue			**Intersection:**	SW
Type:	Convenience Store			**Distance:**	1.9

Forecourt & Exterior

10	MPD's	Updated	Canopy		
	Electronic	Pay	Air/Water		
20	# of Gas Hoses	Yes	CRIND's		
3	# of Gas Grades	5	Brand Sign Facings		
20	# of Fueling Positions	2	Price Sign Facings		
8	# of Diesel Hoses	Yes	Pre Pay Fuel		
	# of Truck Lanes	2	# of Access Points		
	# of Kerosene Hoses	Excellent	Visibility		
	# of E-85 Hoses	None	Traffic Regulation		
	# of EV Stations	CenterTurn	Road Configuration		
28	# of Self Service Hoses	Excellent	On Site Movement		
	# of Full Service Hoses	45	Posted Speed		
Dive In	Fuel Configuration	4,500	Size of Store		
	Car Wash	10	Up Front Parking		

Posted Prices

Unleaded	$2.89 [9]
Midgrade	
Premium	
Diesel	$3.16 [9]
Card Discount	
Strategy	0.05
	0.04

Competitive Impact

Gasoline Score	94.5
Diesel Score	15.5
Convenience Store Score	82.3
Fast Food Score	4.0
Distance Score	0.15

Convenience Store

10	Walk In Cooler Doors	Average	Maintenance	Interior	Restrooms
6	Reach In Cooler Doors	Average	Interior Lighting	Average	Snack Merchandising
	LED Cooler Lighting	Average	Interior Signage	Average	Tobacco Merchandising
	Walk In Freezer Doors	Average	Fountain Beverage	Full	Credit/Debit Card
2	Reach In Freezer Doors	Average	Frozen/Specialty	24	Hours of Operation
1	Open Coolers	Average	Coffee Bar	2	Cashier Stations
2	Interior Ice Doors	7	Beer/Wine Doors	Yes	Lottery
	Exterior Ice Doors	Yes	Beer Cave	Yes	ATM
1	Novelty Freezers		Fast Food Brand	Yes	Uniforms
Average	Interior Visibility	Deli	Fast Food	Average	Customer Service/Experience

Date:	2/15/2018

Competitive Analysis Summary: Fast Food

Trade Area QSR Summary

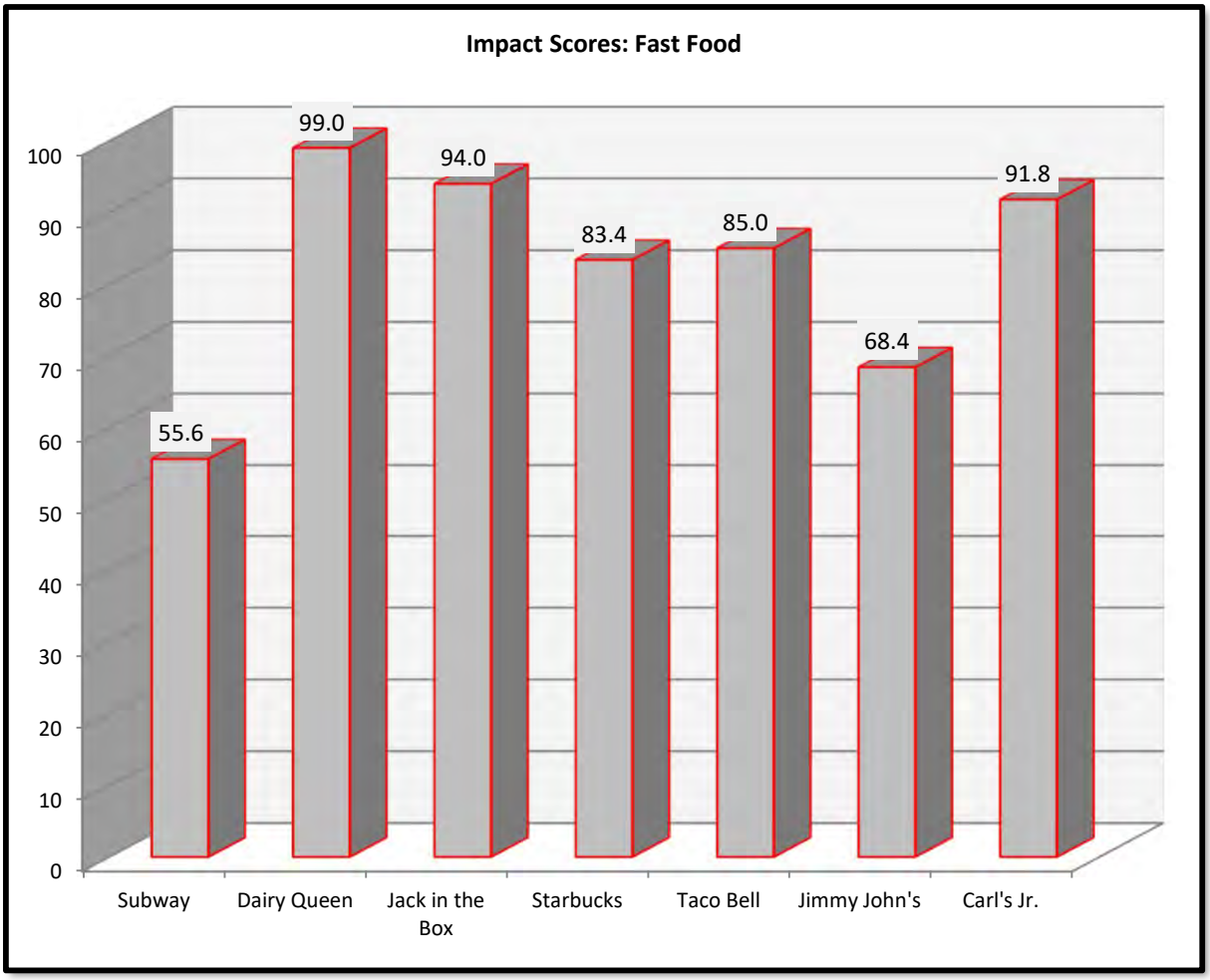
7	Total Competitive QSR Units
1.4	Average Distance in Miles
20,300	Total Fast Food Square Footage
2,900	Average Fast Food Square Footage
264	Total Parking Spaces
268	Total Interior Seats
17	Total Order Positions

QSR Brands and Chains

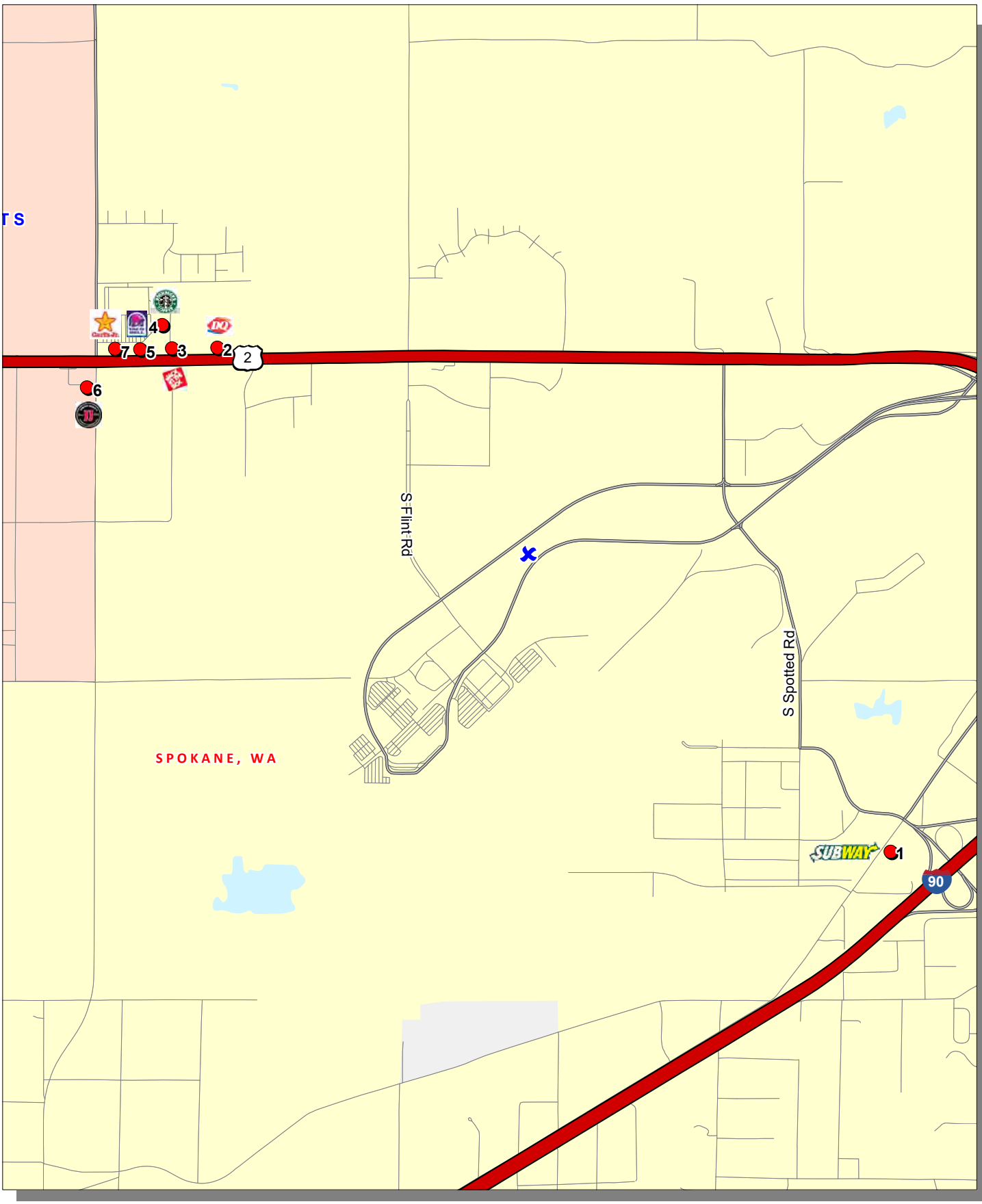
Competitive Impact Scores: QSR

82.5	Average Fast Food Impact Score
14.3	Average Brand Impact Score
0.2	Average Distance Impact Score
99.0	Maximum Fast Food Impact Score
55.6	Minimum Fast Food Impact Score

Date: 2/15/2018



Competition Map



= Fast Food

Competition Analysis: Fast Food

Brand:	Subway	**Operation:**	Franchise	**Map #:**	1
Location:	Geiger Boulevard, south of Grove Road			**Intersection:**	E
Type:	QSR - Sandwich			**Distance:**	1.5

QSR Exterior

2,000	Building Size	2	# of Access Points
4	# of Brand Sign Facings	BelowAvg	Visibility
4	# of Parking Spaces	Stop	Traffic Regulation
12	# of Interior Seats	Undivided	Road Configuration
National	Brand Recognition	BelowAvg	On Site Movement
Full	Brand Image Compliance	35	Posted Speed
	Drive Thru Service		
	Drive Thru Stacking		
1	# of Order Positions		
	Exterior Play Area		
Average	Exterior Maintenance		
Average	Exterior Lighting		

Competitive Impact - QSR

Fast Food Score	55.6
Brand Score	12
Distance Score	0.19

QSR Interior

Average	Interior Visibility	Yes	Employee Uniforms
Average	Interior Maintenance		ATM
Average	Interior Lighting	Yes	Credit Card/Debit
Average	Interior Signage		24 Hours
	Fountain Beverage Bar		Interior Play Area
	Coffee Bar	Partial	Menu Day Parts
Interior	Restrooms		

Date:	2/15/2018

Competition Analysis: Fast Food

Brand:	Dairy Queen	**Operation:**	Franchise	**Map #:**	2
Location:	U.S. Highway 2, west of Deer Heights Road			**Intersection:**	N
Type:	QSR - Burger/Treat			**Distance:**	1.2

QSR Exterior

3,500	Building Size	1	# of Access Points
5	# of Brand Sign Facings	Average	Visibility
60	# of Parking Spaces	None	Traffic Regulation
60	# of Interior Seats	CenterTurn	Road Configuration
National	Brand Recognition	Average	On Site Movement
Updated	Brand Image Compliance	45	Posted Speed
Yes	Drive Thru Service		
Average	Drive Thru Stacking		
3	# of Order Positions		
	Exterior Play Area		
Average	Exterior Maintenance		
Average	Exterior Lighting		

Competitive Impact - QSR

Fast Food Score	99.0
Brand Score	16
Distance Score	0.24

QSR Interior

Average	Interior Visibility		Employee Uniforms
Average	Interior Maintenance	Yes	ATM
Average	Interior Lighting	Yes	Credit Card/Debit
Average	Interior Signage		24 Hours
Self Serve	Fountain Beverage Bar		Interior Play Area
	Coffee Bar	Partial	Menu Day Parts
Interior	Restrooms		

Date:	2/15/2018

Competition Analysis: Fast Food

Brand:	Jack in the Box	**Operation:**	Franchise	**Map #:**	3
Location:	U.S. Highway 2 and Hazelwood Road			**Intersection:**	NE
Type:	QSR - Burger			**Distance:**	1.4

QSR Exterior

3,500	Building Size	2	# of Access Points
5	# of Brand Sign Facings	Average	Visibility
30	# of Parking Spaces	None	Traffic Regulation
60	# of Interior Seats	CenterTurn	Road Configuration
National	Brand Recognition	Average	On Site Movement
Updated	Brand Image Compliance	45	Posted Speed
Yes	Drive Thru Service		
Average	Drive Thru Stacking		
3	# of Order Positions		
	Exterior Play Area		
Average	Exterior Maintenance		
Average	Exterior Lighting		

Competitive Impact - QSR

Fast Food Score	94.0
Brand Score	16
Distance Score	0.21

QSR Interior

Average	Interior Visibility	Yes	Employee Uniforms
Average	Interior Maintenance		ATM
Average	Interior Lighting	Yes	Credit Card/Debit
Average	Interior Signage		24 Hours
Self Serve	Fountain Beverage Bar		Interior Play Area
	Coffee Bar	Full	Menu Day Parts
Interior	Restrooms		

Date:	2/15/2018

Competition Analysis: Fast Food

Brand:	Starbucks	**Operation:**	Direct	**Map #:**	4
Location:	U.S. Highway 2 and Hazelwood Road			**Intersection:**	NW
Type:	QSR - Coffee			**Distance:**	1.4

QSR Exterior

3,000	Building Size	2	# of Access Points
4	# of Brand Sign Facings	BelowAvg	Visibility
50	# of Parking Spaces	None	Traffic Regulation
24	# of Interior Seats	CenterTurn	Road Configuration
National	Brand Recognition	Average	On Site Movement
Updated	Brand Image Compliance	45	Posted Speed
Yes	Drive Thru Service		
Average	Drive Thru Stacking		
3	# of Order Positions		
	Exterior Play Area		
Average	Exterior Maintenance		
Average	Exterior Lighting		

Competitive Impact - QSR

Fast Food Score	83.4
Brand Score	16
Distance Score	0.21

QSR Interior

Average	Interior Visibility	Yes	Employee Uniforms
Average	Interior Maintenance	Yes	ATM
Average	Interior Lighting	Yes	Credit Card/Debit
Average	Interior Signage		24 Hours
	Fountain Beverage Bar		Interior Play Area
Excellent	Coffee Bar	Partial	Menu Day Parts
Interior	Restrooms		

Date:	2/15/2018

Competition Analysis: Fast Food

Brand:	Taco Bell	**Operation:**	Franchise	**Map #:**	5
Location:	U.S. Highway 2, west of Hazelwood Road			**Intersection:**	N
Type:	QSR - Mexican			**Distance:**	1.4

QSR Exterior

2,800	Building Size	2	# of Access Points
5	# of Brand Sign Facings	Average	Visibility
40	# of Parking Spaces	None	Traffic Regulation
40	# of Interior Seats	CenterTurn	Road Configuration
National	Brand Recognition	Average	On Site Movement
Updated	Brand Image Compliance	45	Posted Speed
Yes	Drive Thru Service		
Average	Drive Thru Stacking		
3	# of Order Positions		
	Exterior Play Area		
Average	Exterior Maintenance		
Average	Exterior Lighting		

Competitive Impact - QSR

Fast Food Score	85.0
Brand Score	16
Distance Score	0.20

QSR Interior

Average	Interior Visibility	Yes	Employee Uniforms
Average	Interior Maintenance		ATM
Average	Interior Lighting	Yes	Credit Card/Debit
Average	Interior Signage		24 Hours
Self Serve	Fountain Beverage Bar		Interior Play Area
	Coffee Bar	Partial	Menu Day Parts
Interior	Restrooms		

Date:	2/15/2018

Competition Analysis: Fast Food

Brand:	Jimmy John's	**Operation:**	Franchise	**Map #:**	6
Location:	Hayford Road, south of U.S. Highway 2			**Intersection:**	W
Type:	QSR - Sandwich			**Distance:**	1.5

QSR Exterior

2,000	Building Size	4	# of Access Points
3	# of Brand Sign Facings	BelowAvg	Visibility
50	# of Parking Spaces	Electronic	Traffic Regulation
24	# of Interior Seats	Undivided	Road Configuration
National	Brand Recognition	Average	On Site Movement
Full	Brand Image Compliance	45	Posted Speed
Yes	Drive Thru Service		
Average	Drive Thru Stacking		
1	# of Order Positions		
	Exterior Play Area		
Average	Exterior Maintenance		
Average	Exterior Lighting		

Competitive Impact - QSR

Fast Food Score	68.4
Brand Score	12
Distance Score	0.19

QSR Interior

Average	Interior Visibility		Employee Uniforms
Average	Interior Maintenance		ATM
Average	Interior Lighting	Yes	Credit Card/Debit
Average	Interior Signage		24 Hours
Self Serve	Fountain Beverage Bar		Interior Play Area
	Coffee Bar	Partial	Menu Day Parts
Interior	Restrooms		

Date:	2/15/2018

Competition Analysis: Fast Food

Brand:	Carl's Jr.	**Operation:**	Franchise	**Map #:**	7
Location:	U.S. Highway 2, east of Hayford Road			**Intersection:**	N
Type:	QSR - Burger			**Distance:**	1.5

QSR Exterior

3,500	Building Size	2	# of Access Points
5	# of Brand Sign Facings	Average	Visibility
30	# of Parking Spaces	None	Traffic Regulation
48	# of Interior Seats	CenterTurn	Road Configuration
Regional	Brand Recognition	Average	On Site Movement
Updated	Brand Image Compliance	45	Posted Speed
Yes	Drive Thru Service		
Average	Drive Thru Stacking		
3	# of Order Positions		
	Exterior Play Area		
Average	Exterior Maintenance		
Average	Exterior Lighting		

Competitive Impact - QSR

Fast Food Score	91.8
Brand Score	12
Distance Score	0.19

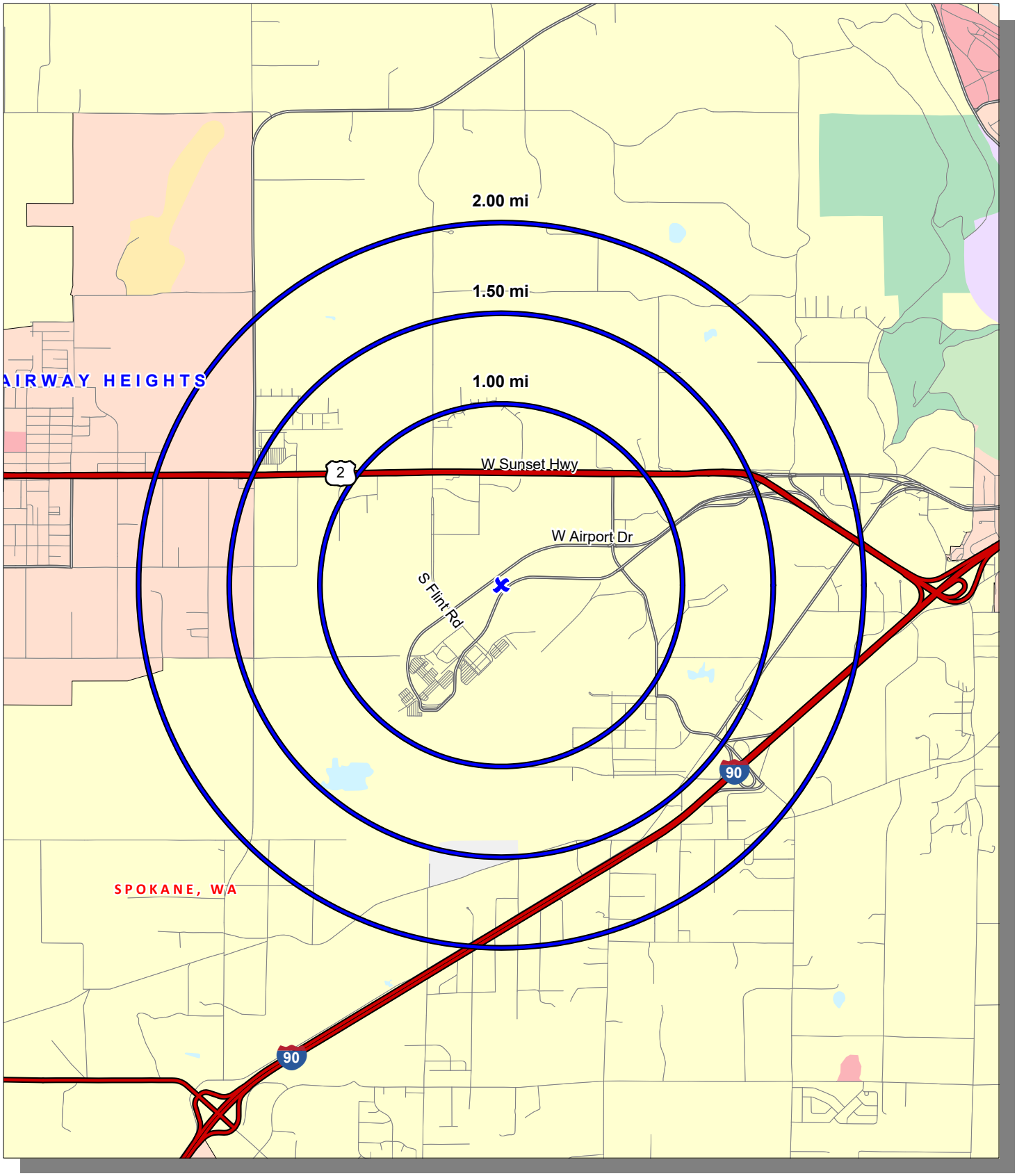
QSR Interior

Average	Interior Visibility	Yes	Employee Uniforms
Average	Interior Maintenance		ATM
Average	Interior Lighting	Yes	Credit Card/Debit
Average	Interior Signage		24 Hours
Self Serve	Fountain Beverage Bar		Interior Play Area
	Coffee Bar	Full	Menu Day Parts
Interior	Restrooms		

Date:	2/15/2018

Trade Area Map
1-, 1.5-, and 2-Mile Rings

W. Airport Drive
Spokane, Washington 99224



✘ = Site

Demand Report

Location:
W. Airport Drive
Spokane, Washington 99224

	1 MILE RING 3.14 SQ/MI	1.5 MILE RING 7.07 SQ/MI	2 MILE RING 12.56 SQ/MI
POPULATION TREND			
2010 Total Population	364	1,847	2,365
2017 Total Population	386	1,955	2,514
2022 Total Population	433	2,195	2,816
% Population Change 2000 to 2010	56.9%	56.9%	51.9%
% Population Change 2000 to 2017	66.4%	66.1%	61.5%
% Population Change 2010 to 2022	19.0%	18.8%	19.1%
% Population Change 2017 to 2022	12.2%	12.3%	12.0%
2017 Total Daytime Population	2,641	4,914	9,940
2017 Total Employees	2,452	3,956	8,689
2017 Total Daytime at Home Population	189	958	1,251
2017 Total Employees (% of Daytime Population)	92.8%	80.5%	87.4%
2017 Total Daytime at Home Population (% of Daytime Populat	7.2%	19.5%	12.6%
DENSITY			
2017 Population Density	118	118	124
2017 Employee Density	528	530	726
HOUSEHOLDS TREND			
2010 Households	185	842	1,068
2017 Households	194	885	1,126
2022 Households	214	976	1,240
% Household Change 2000 to 2010	117.6%	118.1%	102.7%
% Household Change 2000 to 2017	128.2%	129.3%	113.7%
% Household Change 2010 to 2022	15.7%	15.9%	16.1%
% Household Change 2017 to 2022	10.3%	10.3%	10.1%
2017 Average household size: Owner occupied	1.0	1.0	1.1
2017 Average household size: Renter occupied	1.2	1.2	1.2
INCOME			
2010 Household income: Median	$46,388	$46,309	$46,764
2010 Household income: Average	$59,651	$59,731	$60,087
2017 Household income: Median	$47,856	$47,666	$48,091
2017 Household income: Average	$68,913	$68,854	$68,663
2022 Household income: Median	$52,082	$51,891	$52,137
2022 Household income: Average	$72,913	$72,862	$72,610
HOUSEHOLD VEHICLES			
2017 Households: Number of vehicles available	369	1,680	2,167
2017 Owner occupied: Number of vehicles available	189	882	1,216
2017 Renter occupied: Number of vehicles available	169	793	1,000

Demand Report

Location:
W. Airport Drive
Spokane, Washington 99224

	1 MILE RING 3.14 SQ/MI	1.5 MILE RING 7.07 SQ/MI	2 MILE RING 12.56 SQ/MI
RACE & ETHNICITY			
% 2017 White alone	80.1%	80.1%	80.5%
% 2017 Black or African American alone	3.9%	4.0%	3.8%
% 2017 American Indian and Alaska Native alone: Adult	3.1%	3.0%	2.9%
% 2017 Asian alone	3.9%	3.8%	3.6%
% 2017 Native Hawaiian and OPI alone	1.0%	1.0%	.9%
% 2017Some Other Race alone	2.1%	1.9%	2.0%
% 2017 Two or More Races	5.2%	5.2%	5.3%
% 2017 Hispanic	7.3%	7.4%	7.2%
% 2017 Not Hispanic	92.5%	92.7%	92.7%
EDUCATION & OCCUPATION			
Education			
% 2017 No High School Diploma	7.2%	6.9%	7.0%
% 2017 High school graduate, GED, or alternative	27.0%	27.0%	27.6%
% 2017 College No Degree	28.5%	28.4%	28.0%
% 2017 College Degree	29.3%	29.2%	29.3%
% 2017 Advanced Degree	8.4%	8.4%	8.2%
% 2017 College or Advanced Degree	37.6%	37.6%	37.4%
Occupation			
% 2010 Occupation: White collar	68.1%	68.2%	67.1%
% 2010 Occupation: Blue collar	31.9%	31.8%	32.9%
% 2017 Occupation: White collar	67.2%	67.2%	65.9%
% 2017 Occupation: Blue collar	32.8%	32.8%	34.1%
AGE & OCCUPANCY			
Age			
2017 Total population: Median age	33	32	33
2017 Male population: Median age	32	32	32
2017 Female population: Median age	33	33	33
Occupancy			
2017 Households	194	885	1,126
% 2017 Owner occupied housing units	38.3%	38.4%	41.3%
% 2017 Renter occupied housing units	61.7%	61.6%	58.7%

Demand Report

Location:
W. Airport Drive
Spokane, Washington 99224

	1 MILE RING 3.14 SQ/MI	1.5 MILE RING 7.07 SQ/MI	2 MILE RING 12.56 SQ/MI
RETAIL SALES POTENTIAL			
2017 Convenience stores	$259,560	$1,183,560	$1,506,428
2017 Gasoline stations with convenience stores	$634,926	$2,895,194	$3,696,510
2017 Beer, wine, & liquor stores	$58,540	$266,937	$339,511
2017 Supermarkets & other grocery (except convenience) store	$861,131	$3,926,742	$5,011,996
2017 Restaurant Expenditures	$247,493	$1,128,545	$1,436,265
HOUSEHOLD EXPENDITURES			
Automotive			
2017 Gasoline (Household Average)	$1,931	$1,930	$1,939
2017 Diesel fuel (Household Average)	$48	$48	$49
2017 Gasoline on out-of-town trips (Household Average)	$117	$117	$117
2017 Motor oil (Household Average)	$15	$15	$15
2017 Lube, oil change, and oil filters (Household Average)	$88	$88	$88
2017 Maintenance and repairs (Household Average)	$849	$848	$852
Food/Alcohol/Tobacco			
2017 Food at home	$786,354	$3,585,761	$4,577,506
2017 Food at home (Household Average)	$4,053	$4,052	$4,065
2017 Food away from home (Household Average)	$3,071	$3,070	$3,072
2017 Meals at restaurants, carry outs and other (Household Ave	$2,635	$2,633	$2,634
2017 Breakfast and brunch (Household Average)	$316	$316	$316
2017 Lunch (Household Average)	$826	$825	$826
2017 Dinner (Household Average)	$1,256	$1,255	$1,255
2017 Alcoholic beverages	$103,605	$472,425	$600,242
2017 Alcoholic beverages (Household Average)	$534	$534	$533
2017 At home (Household Average)	$302	$302	$302
2017 Away from home (Household Average)	$232	$232	$232
2017 Beer and ale	$15,323	$69,869	$88,693
2017 Beer and ale (Household Average)	$79	$79	$79
2017 Wine	$8,107	$36,968	$46,814
2017 Wine (Household Average)	$42	$42	$42
2017 Other alcoholic beverages	$4,836	$22,050	$27,920
2017 Other alcoholic beverages (Household Average)	$51	$51	$51
2017 Tobacco products and smoking supplies	$65,733	$299,745	$384,797
2017 Tobacco products and smoking supplies (Household Avg)	$339	$339	$342
2017 Cigarettes	$57,813	$263,631	$338,078
2017 Cigarettes (Household Average)	$298	$298	$300
2017 Other tobacco products	$6,346	$28,939	$37,571
2017 Other tobacco products (Household Average)	$33	$33	$33
2017 Smoking accessories	$1,574	$7,175	$9,148
2017 Smoking accessories (Household Average)	$8	$8	$8

Full Demographic Report

Location:
W. Airport Drive
Spokane, Washington 99224

	1 MILE RING 3.14 SQ/MI	1.5 MILE RING 7.07 SQ/MI	2 MILE RING 12.56 SQ/MI
POPULATION OVERVIEW			
Population Trend			
2000 Total Population	232	1,177	1,557
2010 Total Population	364	1,847	2,365
2017 Total Population	386	1,955	2,514
2022 Total Population	433	2,195	2,816
% Population Change 2000 to 2010	56.9%	56.9%	51.9%
% Population Change 2000 to 2017	66.4%	66.1%	61.5%
% Population Change 2010 to 2022	19.0%	18.8%	19.1%
% Population Change 2017 to 2022	12.2%	12.3%	12.0%
2017 Race and Ethnicity			
% 2017 White alone	80.1%	80.1%	80.5%
% 2017 Black or African American alone	3.9%	4.0%	3.8%
% 2017 Asian alone	3.9%	3.8%	3.6%
% 2017 Other Race - Population	12.2%	12.1%	12.0%
Hispanic or Latino			
% 2017 Hispanic	7.3%	7.4%	7.2%
% 2017 Not Hispanic	92.5%	92.7%	92.7%
2017 Age Trend			
Total population: Median age	33	32	33
Male population: Median age	32	32	32
Female population: Median age	33	33	33
Age 19 and Under	19.2%	19.3%	20.0%
Age 20 to 29	27.5%	27.5%	26.5%
Age 30 to 39	12.7%	12.7%	12.8%
Age 40 to 49	11.7%	11.7%	11.8%
Age 50 to 64	17.9%	17.7%	17.9%
Age 65 and Over	11.1%	11.0%	11.1%
2017 Male Population			
% Male population	54.4%	54.3%	54.1%
% Male population: Under 5 years	3.1%	3.0%	3.1%
% Male population: 5 to 9 years	1.8%	1.9%	2.1%
% Male population: 10 to 14 years	1.8%	1.8%	1.9%
% Male population: 15 to 19 years	2.6%	2.5%	2.6%
% Male population: 20 to 24 years	7.3%	7.2%	6.8%
% Male population: 25 to 29 years	9.3%	9.5%	9.1%
% Male population: 30 to 34 years	3.6%	3.6%	3.6%
% Male population: 35 to 39 years	3.4%	3.4%	3.4%
% Male population: 40 to 44 years	3.1%	3.1%	3.1%
% Male population: 45 to 49 years	3.1%	3.0%	3.0%

Full Demographic Report

Location:
W. Airport Drive
Spokane, Washington 99224

	1 MILE RING 3.14 SQ/MI	1.5 MILE RING 7.07 SQ/MI	2 MILE RING 12.56 SQ/MI
% Male population: 50 to 54 years	2.8%	3.0%	3.1%
% Male population: 55 to 59 years	3.4%	3.3%	3.2%
% Male population: 60 to 64 years	3.1%	3.0%	3.0%
% Male population: 65 to 69 years	2.8%	3.0%	2.9%
% Male population: 70 to 74 years	1.6%	1.5%	1.5%
% Male population: 75 to 79 years	.8%	.8%	.8%
% Male population: 80 to 84 years	.5%	.5%	.5%
% Male population: 85 years and over	.5%	.4%	.4%
2017 Female Population			
% Female population	45.6%	45.7%	45.9%
% Female population: Under 5 years	3.4%	3.3%	3.2%
% Female population: 5 to 9 years	2.1%	2.0%	2.2%
% Female population: 10 to 14 years	2.1%	2.0%	2.1%
% Female population: 15 to 19 years	2.6%	2.7%	2.7%
% Female population: 20 to 24 years	5.2%	5.2%	5.0%
% Female population: 25 to 29 years	5.7%	5.6%	5.6%
% Female population: 30 to 34 years	3.1%	3.1%	3.1%
% Female population: 35 to 39 years	2.6%	2.6%	2.7%
% Female population: 40 to 44 years	2.6%	2.7%	2.7%
% Female population: 45 to 49 years	2.8%	3.0%	3.0%
% Female population: 50 to 54 years	3.4%	3.3%	3.3%
% Female population: 55 to 59 years	2.6%	2.6%	2.7%
% Female population: 60 to 64 years	2.6%	2.6%	2.6%
% Female population: 65 to 69 years	1.8%	1.9%	1.9%
% Female population: 70 to 74 years	1.6%	1.6%	1.6%
% Female population: 75 to 79 years	.8%	.7%	.7%
% Female population: 80 to 84 years	.5%	.4%	.4%
% Female population: 85 years and over	.3%	.4%	.4%
HOUSEHOLD OVERVIEW			
Household Trend			
2000 Households	85	386	527
2010 Households	185	842	1,068
2017 Households	194	885	1,126
2022 Households	214	976	1,240
% Household Change 2000 to 2010	117.6%	118.1%	102.7%
% Household Change 2000 to 2017	128.2%	129.3%	113.7%
% Household Change 2010 to 2022	15.7%	15.9%	16.1%
% Household Change 2017 to 2022	10.3%	10.3%	10.1%
2017 Household Size			
Average household size	2.1	2.1	2.2
% Family households	51.0%	50.8%	53.1%
% Nonfamily households	49.0%	49.0%	46.9%

Full Demographic Report

Location:
W. Airport Drive
Spokane, Washington 99224

	1 MILE RING 3.14 SQ/MI	1.5 MILE RING 7.07 SQ/MI	2 MILE RING 12.56 SQ/MI
Household Income Trend			
2000 Median income	$38,332	$38,140	$37,646
2011 Median income	$46,388	$46,309	$46,764
2017 Median income	$47,856	$47,666	$48,091
2022 Median income	$52,082	$51,891	$52,137
% Median Income Change 2000 to 2010	21.0%	21.4%	24.2%
% Median Income Change 2000 to 2017	24.8%	25.0%	27.7%
% Median Income Change 2010 to 2022	12.3%	12.1%	11.5%
% Median Income Change 2017 to 2022	8.8%	8.9%	8.4%
2000 Household income: Average	$44,108	$44,312	$45,227
2010 Household income: Average	$59,651	$59,731	$60,087
2017 Household income: Average	$68,913	$68,854	$68,663
2022 Household income: Average	$72,913	$72,862	$72,610
2017 Household Income			
up to $24,999	21.6%	21.9%	22.3%
$25,000 to $49,999	29.9%	29.7%	29.0%
$50,000 to $74,999	21.1%	20.9%	21.1%
$75,000 to $124,999	18.6%	18.8%	18.7%
$125,000 to $199,999	4.6%	4.7%	5.0%
$200,000 or more	4.1%	4.1%	3.9%
Income Below $75,000	72.7%	72.5%	72.5%
Income $75,000 to $199,999	23.2%	23.5%	23.7%
HOUSING UNITS OVERVIEW			
2017 Home Value			
Median Home Value	$196,875	$197,039	$195,551
Average Home Value	$244,453	$236,700	$234,402
2017 Occupancy			
Households	194	885	1,126
Owner occupied	38.3%	38.4%	41.3%
Renter occupied	61.7%	61.6%	58.7%
Occupancy by Number of Units			
1 Unit, Detached	37.1%	37.3%	39.6%
1 Unit, Attached	.0%	.0%	2.3%
2	2.5%	2.8%	2.7%
3 or 4	1.5%	1.4%	1.3%
5 to 9	8.6%	8.4%	7.5%
10 to 19	22.3%	22.2%	19.5%
20 to 49	5.6%	5.4%	4.8%
50 or more	12.2%	12.1%	10.7%
Mobile home	10.2%	10.3%	11.7%
Boat, RV, van, etc.	.0%	.0%	.0%

Full Demographic Report

Location:
W. Airport Drive
Spokane, Washington 99224

	1 MILE RING 3.14 SQ/MI	1.5 MILE RING 7.07 SQ/MI	2 MILE RING 12.56 SQ/MI
2017 Occupation			
Workers 16 years and over	199	1,007	1,274
White collar	67.2%	67.2%	65.9%
Blue collar	32.8%	32.8%	34.1%
2017 Educational Attainment			
Population 25 years and over	263	1,336	1,715
No High School Diploma	7.2%	6.9%	7.0%
High school graduate, GED, or alternative	27.0%	27.0%	27.6%
College No Degree	28.5%	28.4%	28.0%
College Degree	29.3%	29.2%	29.3%
Advanced Degree	8.4%	8.4%	8.2%
College or Advanced Degree	37.6%	37.6%	37.4%
2017 Marital Status			
Population 15 years and over	331	1,680	2,143
Not Married	55.6%	55.8%	54.8%
Married	44.1%	44.1%	45.2%
Average Travel Time to Work Trend			
2000 Travel time: Average (in minutes)	17	17	18
2010 Travel time: Average (in minutes)	18	18	19
2017 Travel time: Average (in minutes)	18	18	18
Work at Home Trend			
% 2000 Workers 16+ years who work at home	9.1%	9.7%	8.6%
% 2010 Workers 16+ years who work at home	3.2%	3.1%	3.0%
% 2017 Workers 16+ years who work at home	1.0%	.9%	.9%
Did Not Work at Home Trend			
% 2000 Workers 16+ years who do not work at	89.8%	90.6%	91.6%
% 2010 Workers 16+ years who do not work at	96.8%	96.9%	97.0%
% 2017 Workers 16+ years who do not work at	99.0%	99.1%	99.1%
Mode of Transportation to Work			
Car, truck, or van - Drove alone	87.9%	87.8%	87.8%
Car, truck, or van - Carpooled	6.0%	6.0%	6.0%

Spokane International Airport: Survey of Departing Travelers from the Spokane International Airport

December 15, 2017

Synopsis of Results, Crosstabulations, and Text of Responses to an Unaided Question

(with text of questionnaire)

Prepared by:

Strategic Research Associates

Contact: Nathan Darnell

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What is the potential impact of Spokane International Airport travelers on C-store and Gas Station demand if an on-airport property is built?

One additional element to consider when estimating demand on a convenience store and gas station located on Spokane International Airport property is demand driven by passenger volume.

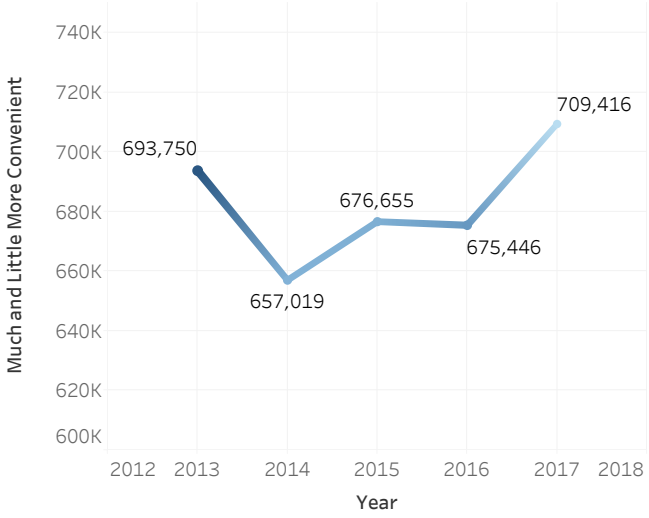
We can conduct three levels of estimations based on our historical survey results among departing passengers (both visitors and residents on outgoing flights).

The first level includes all of those passengers responding with an indicating that adding a gas station or C-store will make their travel "much more" or a "little more" convenient, indicating an interest to stop and use when traveling. An additional 709,416 potential customers are included in the customer population for this store with this level.

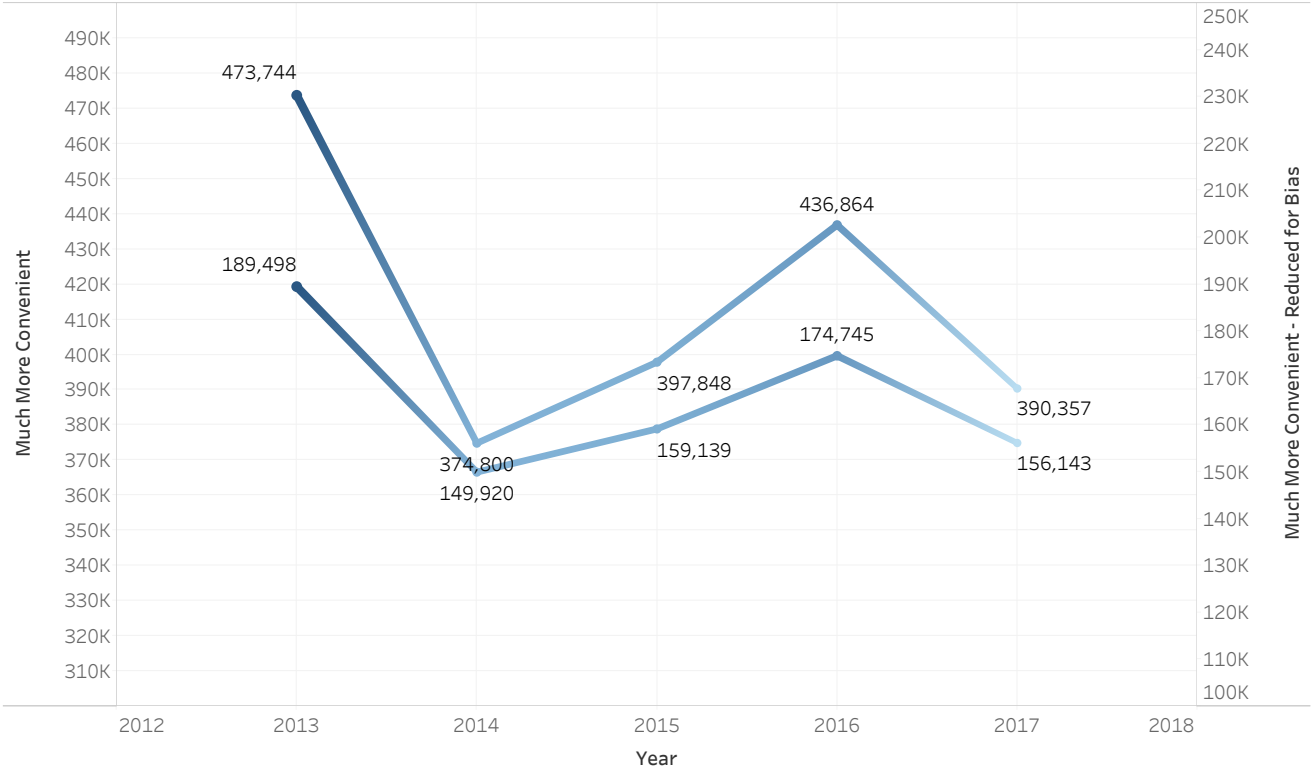
The second level only looks at those who indicate "much more" which is a stronger indicator of interest to use, which reveals to us an estimating 390,357 individuals as part of the annual population that would be much more interested and potentially stop to shop.

The final level is to take into consideration approval bias during surveying, with a reduction factor of 40% (assuming only 40% of those who indicated "Yes" will actually stop to shop), we can estimate that a total of 156,143 customers may be added to the customer population based on SIA travel driven customer volume aside from the volume estimated from local residents.

This results in an additional 13,000 potential customers each month for a gas station and C-store at this location.



Will adding a gas station and convenience store nearby make travel more convenient?



Research Objectives

In October 2017, the Spokane International Airport commissioned Strategic Research Associates to conduct on-site interviews with departing travelers from the Spokane International Airport. The survey was the 35th in a series of tracking surveys conducted by Strategic Research Associates. The main objectives of this survey, as in the prior surveys, were to explore the behaviors of departing travelers and their perceptions about the airport's services.

Measurements were to be taken in the following specific areas:

- **General behaviors and experiences of departing travelers**
- **Travel behaviors of departing residents**
- **Travel behaviors of departing visitors**
- **Suggestions for improvements**
- **Spending behaviors of visitors while traveling in the greater Spokane area**

Strategic Research Associates maintains a commitment to explore other questions in the data if so requested.

How the Survey was Conducted

- **An on-site survey with 521 completed interviews (310 visitors and 211 residents)**
  - On-site interviewing was conducted between November 6 and November 8, 2017.
  - Morning interviews were conducted November 6-8, between 5:15 a.m. and 9:00 a.m.
  - Afternoon interviews were conducted November 6-7, between 10:30 a.m. and 2:15 p.m.
  - Afternoon and evening interviews were conducted November 6-8, between 2:30 p.m. and 6:30 p.m.
  - Screening was conducted exclusively with departing travelers. Respondents currently residing in the greater Spokane area were classified as residents, while those living outside the area were classified as visitors.

- **The questionnaire**

  The questionnaire had 55 questions, including four unaided (where a list of response options was not read to respondents). Thirty questions were visitor-specific while eleven were resident-specific. All respondents answered the remaining questions. Because of skip patterns, no respondent was required to answer every question.

- **Precision of estimates (margins-of-error) when generalizing to the target populations**
  - Visitors (n=310), with 95% confidence ± 5.6%
  - Residents (n=211), with 95% confidence ± 6.8%
  - Margins-of-error for sub-groups (for example, those aged 18 to 34) are less precise.

Synopsis of Results

- **General behaviors and experiences of departing travelers**

  - **Arrival at the airport prior to the flight:** Travelers, on average, arrived at the airport 106 minutes ahead of their flight's scheduled departure. This was significantly more than the arrival-to-departure time recorded in past fall visits.

    As in past surveys, visitors were more likely than Spokane area residents to report earlier arrival times. Adults aged 55 or older and those traveling for leisure purposes also report earlier arrival times.

  - **Getting through the security checkpoint:** Nearly half (47%) said it took under 5 minutes to pass through the security checkpoint, a significant decrease from past fall visits. Thirty-two percent (32%) took between 5 and 10 minutes, an increase from 2013 (21%) and 2005 (25%). Twenty-one percent (21%) waited longer than 10 minutes.

    Business travelers and those traveling through Concourse C were statistically more likely than others to report shorter wait times. Other background differences were not large enough to be statistically significant.

  - **Purpose of visit:** Forty-eight percent (48%) reported traveling for business purposes, 32% for a family-related visit, 18% for leisure, and 2% for other reasons. Business-related travel increased significantly from 2005 (34%). Family-related travelers significantly decreased from 2016 (25%), 2010 (23%), and 2008 (26%). Leisure travelers decreased significantly from 2007 (23%) and 2005 (27%). No other survey-year changes were significant.

    Area residents, males, adults aged 18 to 54, and those with a household income over $50,000 were more likely than others to report a business related visit. Visitors, females, adults aged 18 to 34, adults aged 55 or older, and those with a household income under $50,000 were much more likely than others to report traveling for a family related visit. Visitors and adults aged 55 or older were more likely than others to travel for leisure purposes. Other differences were not large enough to be statistically significant.

- **Travel behaviors of departing residents**

  - **Frequency of business trips:** Among survey respondents, 134 were Spokane area residents traveling on business. These respondents were asked how often they had flown out of the Spokane International Airport for business travel within the last 12 months. Thirty-nine percent (39%) reported making five trips or less, 16% made six to ten trips, 16% made eleven to twenty trips, and 28% made over twenty trips. On average, business travelers had flown approximately 17 times within the last twelve months.

    Those with a household income over $50,000 were significantly more likely to report more trips. Other differences by background were not large enough to be statistically significant.

Synopsis of Results

- **Importance of the Spokane International Airport to business:** Business travelers were asked to rate (using a four-point scale) the importance of Spokane International Airport to their business. Nearly eight in ten (78%) judged it "very" important, while 19% rated it "moderately" important — 3% rated the airport as "not very" or "not at all" important. On average, the importance rating significantly increased from 2008.

  Differences by background were not large enough to be statistically significant.

- **Use of an alternate airport:** The 211 Spokane area residents were asked how often, within the last twelve months, they had driven to another airport (other than Spokane International Airport) to begin their travel. Around eight in ten (83%) reported having only used Spokane International to begin their trips. Seven percent (7%) had used an alternate airport once, 6% used an alternate twice, and 4% used an alternate three times or more. The percentage of those not using an alternate airport was significantly lower in past fall visits.

  Females, adults aged 35 or older, and those making a family-related visit were statistically more likely not to use an alternate airport. Other differences by background measurement were not significant.

  The 36 respondents reporting use of another airport were asked to explain, unaided, their primary justification for doing so. Twenty-four (24) cited convenience, 11 cited cost, and 10 cited other factors. These figures sum to more than 36 because respondents were allowed more than one answer.

- **Driving instead of flying:** Residents were asked how often, within the last twelve months, they had chosen to drive 200 miles or more to a travel destination rather than flying to it. Thirty-nine percent (39%) did not make such a trip — a significant increase from 2015 (24%), 2010 (27%), 2007 (30%), and 2005 (29%) while also significantly decreasing in 2013 (74%) and 2008 (49%). Ten percent (10%) reported one trip, 15% reported two trips, 7% reported three trips, 4% reported four trips, and 25% reported five or more trips. On average, respondents had chosen to drive rather than fly about four times within the last twelve months. This average in 2017 (3.7) was significantly less than 2015 (6.0) but significantly greater than 2013 (1.8) and 2011 (2.2).

  Males and those making a business trip were significantly more likely than others to drive rather than fly. Other differences were not significant.

  The 128 having chosen at least once within the last twelve months to drive rather than fly were asked to describe, unaided, the primary reason why they had done so. Half (55%) cited convenience, 20% cited cost, and 60% cited other factors. These percentages sum to more than 100% because respondents were allowed more than one answer.

Synopsis of Results

- **Vehicle parking:** Among residents, 115 parked their vehicle before beginning their trip. These respondents were asked where they parked. As Table 1 shows, most (46%) reported using the parking garage, 23% used Economy (E) Lot, 13% used Outside (O) Lot, 12% used Concourse C parking lot, and 6% did not park on airport property. In general, nine in ten (90%) had parked in their chosen lot before. Table 1 also shows for 8% of those using the parking garage, this was their first time using the lot. The most cited reasons for using the parking garage include the following: it was covered (68%), close to their departing terminal (34%), and convenient (26%). Other locations are interpreted similarly. The Economy (E) Lot percentage significantly increased from past fall visits while the Outside (O) Lot percentage decreased significantly from 2016 (34%). Other survey year differences were not significant.

  Males, those traveling for business, and those with a household income over $50,000 were more likely than their counterparts to use an airport parking lot. Those with a household income over $50,000 were more likely to report using the parking garage. Those traveling for leisure purposes were more likely to use the Economy (E) Lot than other travelers. Other differences by background measurement were not significant.

Table 1
Vehicle Parking Locations and Motivations For Choice

Where did you park? (n=115)		Used the lot before? Yes	Used the lot before? No	Reason(s) for choosing parking lot?
Parking Garage (n=53)	46%	92%	8%	Covered parking: 68% Close to terminal: 34% Convenience: 26%
Economy (E) Lot (n=26)	23%	88%	12%	Cost: 85% Convenience: 31%
Outside (O) Lot (n=15)	13%	80%	20%	Convenience: 53% Close to terminal: 40% Cost: 40%
Concourse C Parking (n=14)	12%	93%	7%	Convenience: 50% Close to terminal: 43%
Other, off-site parking (n=7)	6%	86%	14%	Convenience: 29% Cost: 29%

Synopsis of Results

- **Travel behaviors of departing visitors**

  - **Average length of stay:** Visitors to the Spokane area stayed an average of 4.1 nights — a significant increase from 2010 (2.9). Seventy-one percent (71%) of the 310 visitors reported having stayed four nights or less and 29% reported five nights or more. Females, those making a non-business related visit, and those with a household income under $50,000 were more likely than others to report longer stays. Other differences were not significant.

  - **Where visitors spent their time:** Visitors were asked to estimate their time spent in each of the geographic locations listed in Table 2. As Table 2 indicates, 65% spent time in Spokane County and, among this sub group (of 202 respondents), eight in ten (80%) spent more than 80% of their visit in the county, while 7% spent about half of their visit there, and 12% spent less than half their visit. Values for other locations are interpreted similarly.

Table 2
Visiting Rate and Length of Stay for These Locations

Location (Sub-Sample Size)	Percent Visiting this Location (n=310)	Among Those Visiting <Location>, How Much of the Visit was Spent There? (Respondent Counts)*		
		80% or more	About 50%	Under 50%
Spokane County (n=202)	65%	162 (80%)	15 (7%)	25 (12%)
The Coeur d'Alene area (n=46)	15%	35 (75%)	2 (4%)	9 (19%)
Other parts of northern Idaho (n=45)	15%	35 (76%)	3 (7%)	7 (15%)
Pullman (n=26)	8%	17	6	3
Other parts of NE Washington (n=17)	6%	13	2	2
Other parts of Eastern Washington (n=16)	5%	12	1	3
Moses Lake (n=6)	2%	3	1	2
Moscow, Idaho (n=9)	2%	2	0	4
Canada (n=4)	1%	2	1	1
Another place (n=10)	2%	4	2	1

**The sub-sample sizes for all but three locations were too small to show percentages in columns three through five. In these cases, only respondent counts are listed.*

Synopsis of Results

The visiting percentage (listed in the second column of Table 2) for Spokane County was significantly higher than 2005 (57%), but lower than 2009 (79%) and 2008 (76%). The visiting percentage for the Coeur d'Alene area was significantly lower than 2014 (22%) and 2005 (24%). The visiting percentage for other parts of northern Idaho was significantly higher than past fall visits. Other survey year differences were not significant.

Adults aged 18 to 34 and those traveling for business were more likely to visit Spokane County. Those making a family-related visit were more likely to visit other parts of northern Idaho than other travelers. Other background measurement differences were not large enough to be meaningful.

- **Use of area activities:** Visitors were asked to identify, among the 10 items listed in Table 3, those they had participated in during their visit. The table lists the percentages having attended each activity.

Table 3
Percentage Having Participated in Each of the 10 Area Activities

Activity or Event	Visitors (n=310)
Shopping	38%
Riverfront Park	7%
Athletic event	6%
Casino	5%
Theater or Broadway show	5%
Wine tasting	3%
Skiing	0%
Golf	0%
Bike riding	0%
Concert	0%

As shown, 38% of respondents had shopped during their visit, 7% visited Riverfront Park, 6% attended an athletic event, 5% visited a casino or attended a theater or Broadway show, and 3% had done wine tasting. Differences by year and background were not significant.

Synopsis of Results

- **Total number of visits to the area:** On average, each visitor made four trips to the Spokane area within the last twelve months. For almost half (46%) of the 310 visitors, this was their first visit to Spokane, 19% made two visits, 11% made three visits, 4% made four visits, and 20% made five or more visits. The average visiting rate saw no significant change from 2017.

  The visiting average for adults aged 35 to 54 (4.8), those traveling for business (6.7), and those with a household income over $50,000 (4.4) was significantly higher than for others. No other statistically significant background measurement differences were found.

• Suggestions for improvements

- **Overall satisfaction with the airport's services:** Respondents were asked to rate (using a four-point scale) their overall satisfaction with the current services offered at the airport. Of the 521 respondents, 72% rated themselves "very satisfied" and 25% "moderately" so. The overall "satisfaction" score significantly decreased from past fall visits.

  Adults aged 55 or over and those making a family-related visit were the most satisfied. Other differences were not large enough to be statistically significant.

- **Recommendations for making travel more convenient:** Respondents were asked to cite, unaided, ways to make air travel more convenient. The most frequently mentioned responses (categorized and rank-ordered) are listed in Table 4, segmented by respondent type.

Table 4
The Most Frequently Cited Ways to Make Air Travel More Convenient*

Recommendations from Visitors (n=310)	Recommendations from Residents (n=211)
Nothing: 45% Happy with current offerings: 20% More food service options: 7% Faster security or check-in: 6% More restaurant options: 4% More convenient rental car service: 4% More electrical outlets: 2% Transportation to and from airport: 2%	Nothing: 48% Happy with current offerings: 17% Faster security or check-in: 10% More food service options: 7% More restaurant options: 3% More electrical outlets: 2%

**Categories cited by 2% or more are listed. Respondents were allowed more than one answer.*

The results listed in Table 4 show that both visitors and residents were enthusiastic about adding more restaurant options and improved speed of the security and/or check-in process.

Synopsis of Results

- **Evaluations of specific service options:** Respondents were asked to rate (using a three-point scale) the degree to which each of the service options listed in Table 5 would improve the airport's convenience. As Table 5 indicates, respondents were significantly more enthusiastic about the idea of a nearby gas station than they were about the other three options.

Table 5
Degree of Enthusiasm for Each of Three Potential Services to be Located Near the Airport*

Service	How Much Would Convenience be Improved? (Percent of Total Sample)			
	Much More	A Little More	No Effect	Don't know / Not Applicable
A gas station with a convenience store (n=521)	19%	17%	59%	5%
Valet parking (n=521)	2%	3%	32%	63%
Business meeting rooms at a nearby hotel (n=521)	2%	6%	80%	12%
Oil change and other car detailing services for those in long stay parking (n=521)	1%	3%	32%	64%

**Unrounded percentages sum to 100% within each row.*

The following statistically significant background category variations were observed:

- **A gas station with a convenience store:** Visitors (25%) and adults 35 to 54 (23%) were much more likely other traveler types to say the addition would make airport use "much more convenient." The "much more convenient" rate (19%) was significantly lower than 2016 (27%), 2013 (36%), 2012 (24%), 2011 (36%), 2010 (29%), and 2007 (29%). No other meaningful differences were found.

- **Valet parking:** Two percent (2%) of travelers thought valet parking would be "much more convenient". This rate was significantly lower than in 2013 (4%) and 2008 (7%). No other meaningful differences were found.

- **Business meeting rooms at a nearby hotel:** The "much more convenient" rate (2%) was significantly less than 2015 (4%), 2013 (5%), 2011 and 2010 (4%), 2008 (5%) and 2007 (8%). No other differences were statistically significant.

- **Oil change and other car detailing services for those in long stay parking:** The "much more convenient" rate (1%) was significantly less than 2010 (3%), 2009 (4%), 2008 (7%) and 2007 (3%). No other meaningful differences were found.

Synopsis of Results

- **Spending behaviors of visitors while traveling in the greater Spokane area**

For each of the eight items listed in Table 6, visitors were asked to estimate how much their traveling party spent during their visit in the greater Spokane area. Table 6's second column lists total spending estimates, the third column shows the average spending of those surveyed, and the fourth column displays projected amounts based upon the total number of 2011 enplaned Spokane International Airport passengers, 1,533,391, before using reduction factors. A reduction factor (identical to that used in prior surveys) was required to eliminate (presumed) duplication in the airport's count of passengers departing Spokane. (Some fly three or more times during the year, artificially inflating the recorded number of individual passengers.) For the purpose of generating the projections listed in column 4, it was assumed that travelers averaged three flights a year. Using this adjustment, the number of individual passengers was reduced to 511,130 for 2011. It was also assumed among those enplaned in 2011, 20%, or 102,226, were actual visitors. Based on these estimates, the greater Spokane area potentially receives about $67 million in annual revenues from those visiting.

Table 6
Approximate Spending Among Visitors While Visiting the Greater Spokane Area

	Travel Party Spending (n=439)	Per-Traveler Average Spending (n=310)	Estimated Annual Traveler Spending* (n=102,226)
a. For lodging (n=166)	$60,142	$282.59	$28,888,101
b. For eating and drinking	$56,920	$145.86	$14,910,496
c. For shopping	$28,387	$78.35	$8,009,918
d. For entertainment	$3,379	$7.62	$778,567
e. For recreation	$1,430	$4.45	$455,071
f. For local transportation	$30,968	$80.73	$8,252,941
g. Wine tasting (n=7)	$388	$44.86	$4,585,569
h. For anything else	$10,123	$13.32	$1,361,255
Total spending	**$191,737**	**$657.78**	**$67,241,919**

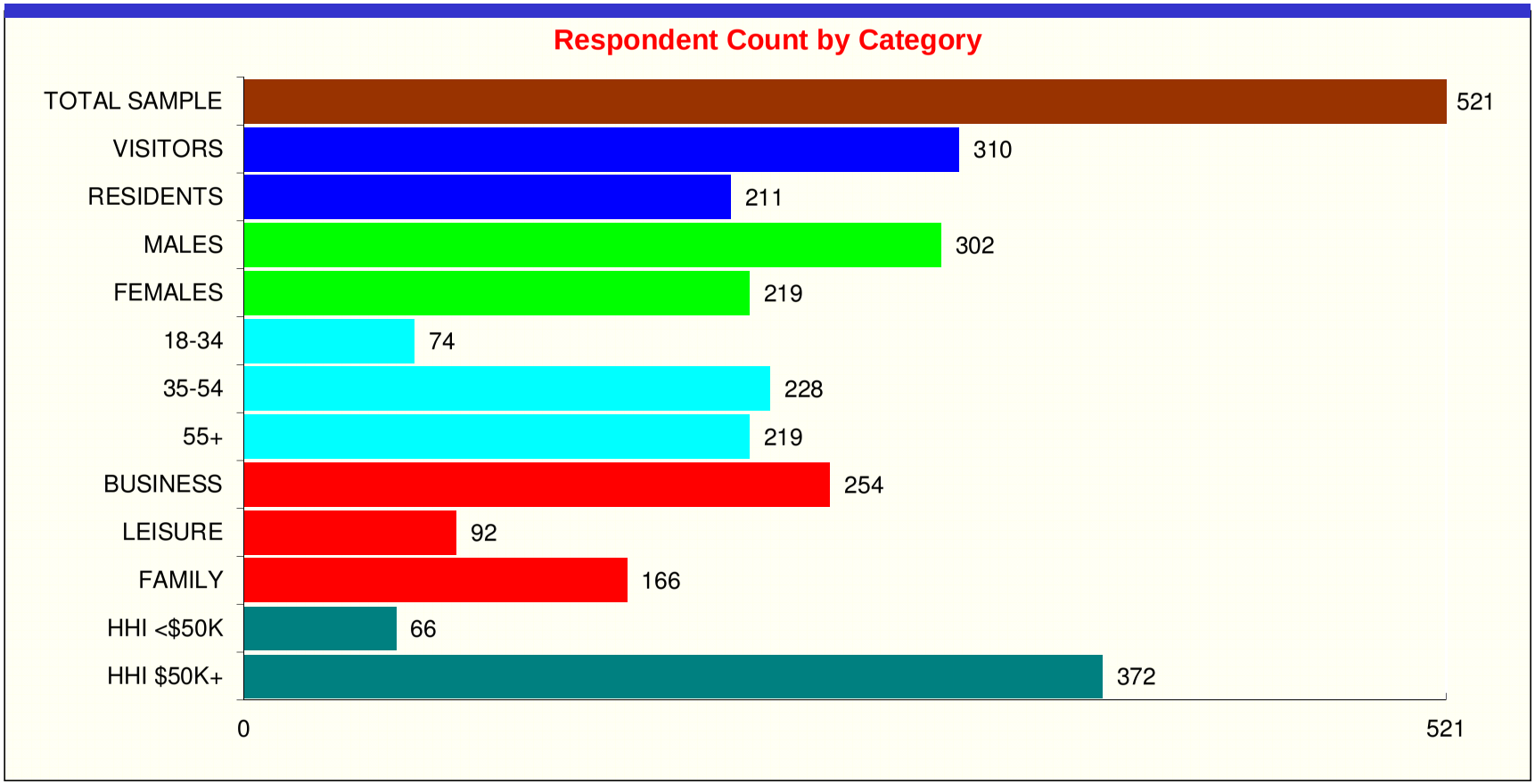
**Projections in column four are calculated using the following formula: (annual estimate = average dollar amount spent by travelers [column three] times 102,226 visiting passengers) For calculations, numbers were not rounded. The one respondent having attended a wine tasting event did not report a dollar amount.*

Figure 1

Respondent Background Characteristics (1)

Number of Respondents by Category

Base for chart: *Total Fall sample (n=521)*



Strategic Research ASSOCIATES

Figure 2

Respondent Background Characteristics (2)

Percent of Sample by Category

Base for chart: *Total Fall sample (n=521)*

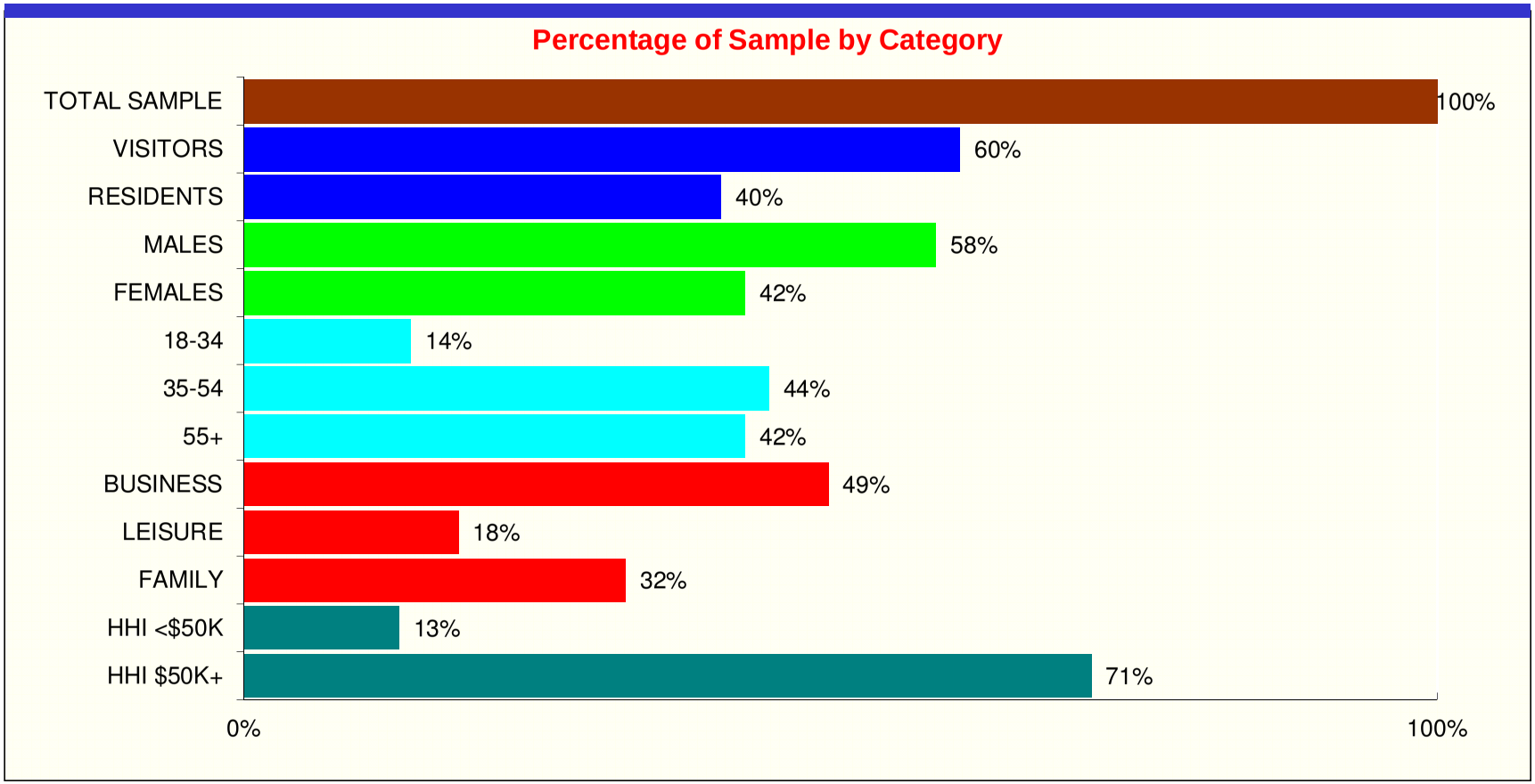


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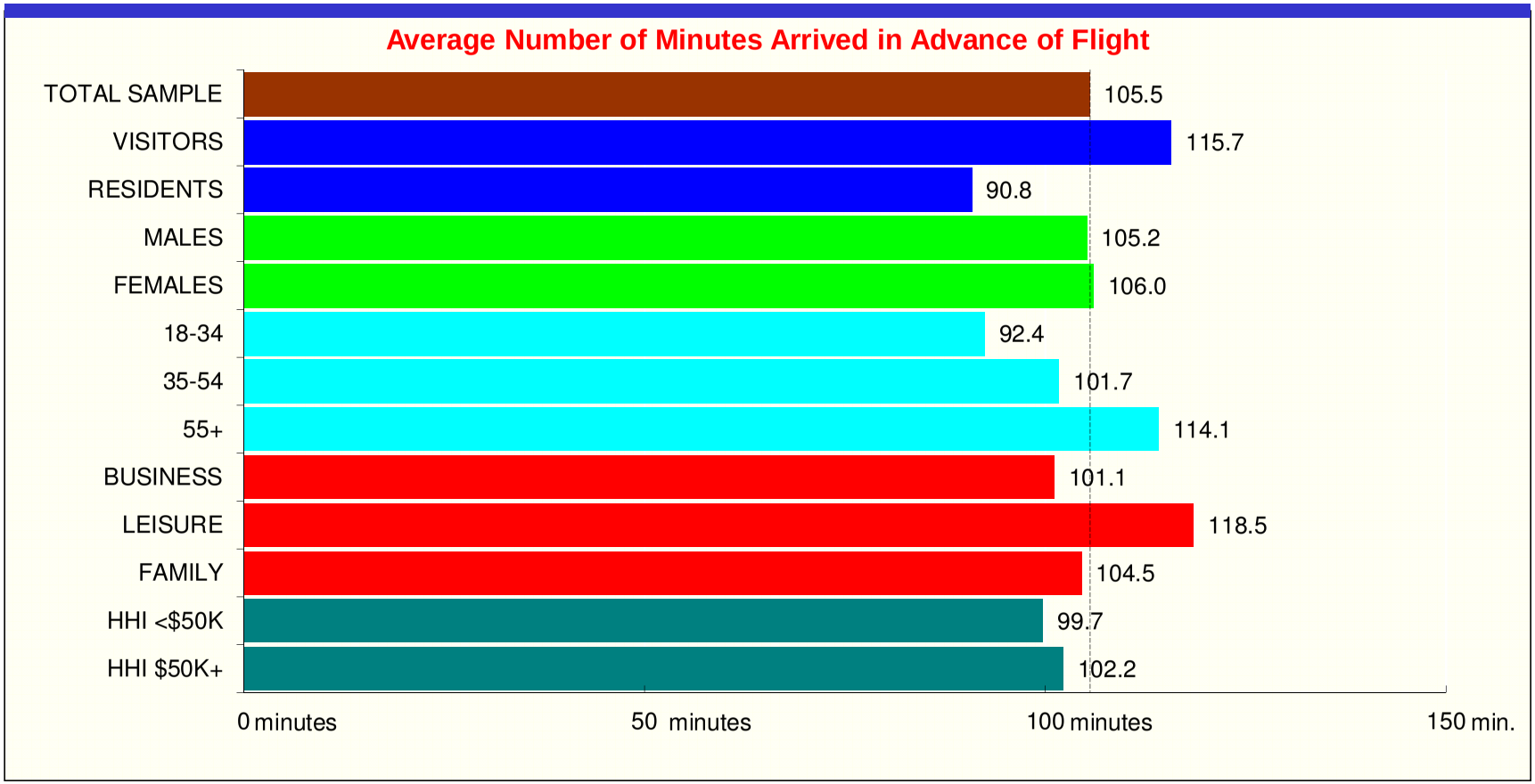
Figure 3

Arrival for Flight

Q1. "How far in advance of your flight's departure time did you arrive at the airport today?"

Base for chart: *Total Fall sample, excluding "don't know's" (n=521)*



The dashed line indicates the total sample average.

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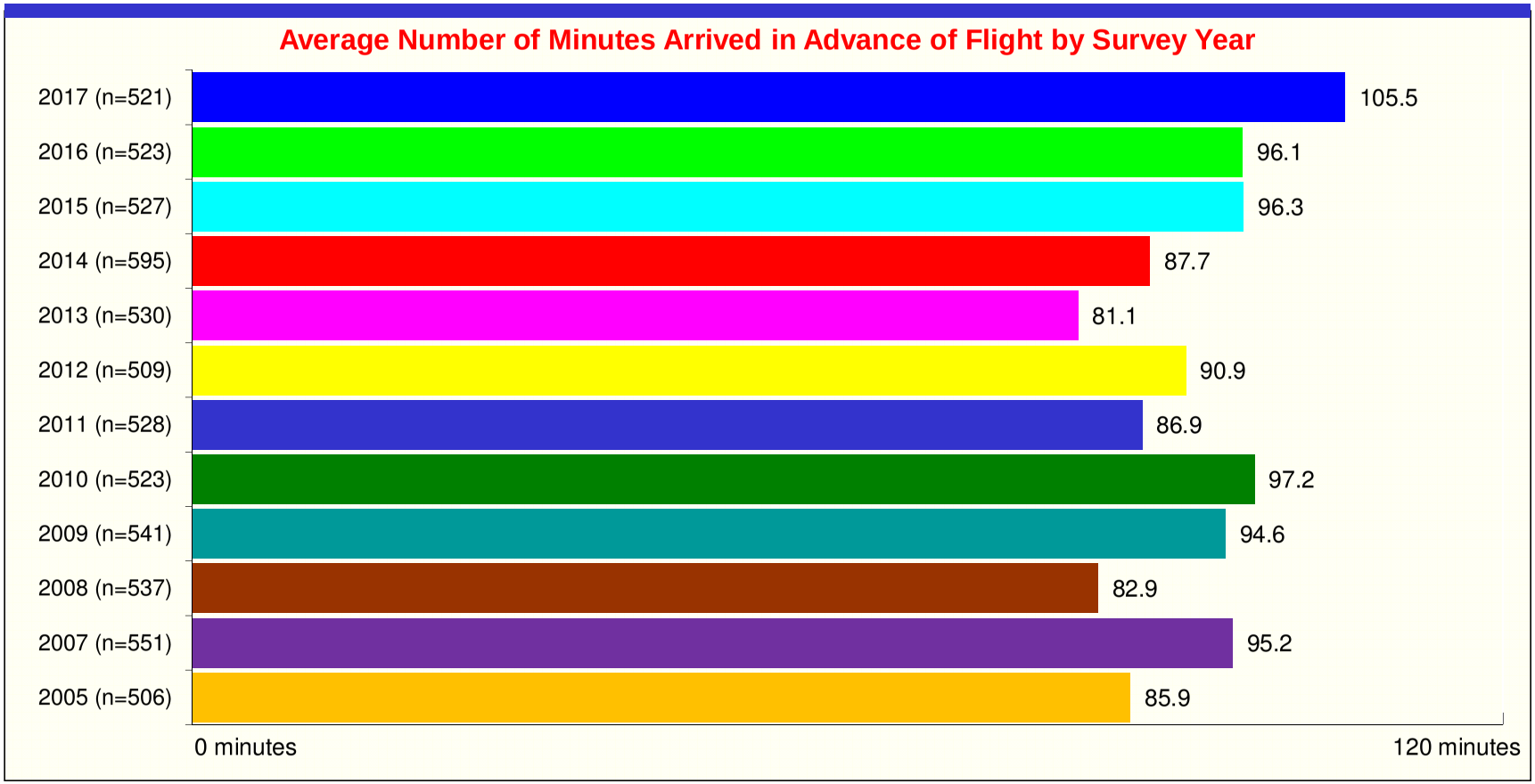
Figure 4

Arrival for Flight by Survey Year

Q1. "How far in advance of your flight's departure time did you arrive at the airport today?"

Base for chart: *Total Fall samples, excluding "don't know's"; survey sample sizes are listed*



Strategic Research ASSOCIATES

GEG Survey – Fall 2017 Rotation

(v1.8, November 10, 2015, N.D.)

ID #_____ Interviewer: _____

Date: 11- _____- 17 Concourse: _____

S1. Are you a visitor to or resident of the greater Spokane area?

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)	Spring 2015 (n=524)
Visitor	60%	59%	59%	60%	59%	60%	60%	59%	60%
Resident	40%	41%	41%	40%	41%	40%	40%	41%	40%

Q1. How far in advance of your flight's departure time did you arrive at the airport today? **[USE "-9" FOR REFUSED]**

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)	Spring 2015 (n=524)
Average	106 min	101 min	101 min	96 min	105 min	94 min	96 min	95 min	96 min

Q2. How long did it take you to get through the security checkpoint today? **[READ LIST]**

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)	Spring 2015 (n=524)
Under 5 min.	47%	47%	58%	60%	55%	62%	66%	52%	60%
Between 5-10 min.	32%	35%	28%	32%	31%	24%	27%	31%	32%
Between 10-15 min.	10%	10%	9%	6%	10%	8%	5%	9%	7%
Over 15 min.	11%	7%	5%	2%	4%	5%	3%	8%	1%
Don't know / Refused	<0.5%	0%	0%	0%	0%	0%	0%	<0.5%	<0.5%

Q3. What is the purpose of your trip today? **[READ LIST]**

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)	Spring 2015 (n=524)
Business	48%	30%	46%	53%	35%	56%	45%	35%	48%
Family visit	32%	43%	32%	25%	37%	26%	32%	33%	17%
Leisure	18%	23%	20%	19%	27%	16%	20%	30%	31%
Combination	2%	3%	1%	2%	1%	1%	2%	2%	3%
Attending convention / group meeting	1%	1%	1%	2%	<0.5%	<0.5%	<0.5%	1%	1%
Refused	0%	0%	0%	<0.5%	0%	0%	<0.5%	0%	<0.5%

[RESIDENTS ONLY, VISITORS SKIP TO Q15]

Q4. In the last 12 months, about how often did you fly out of the Spokane International Airport for business? **[USE "-9" FOR REFUSED]**

Response ***(Business Travelers)***	**Fall 2017 (n=134)**	**Summer 2017 (n=95)**	**Spring 2017 (n=106)**	**Fall 2016 (n=101)**	**Summer 2016 (n=69)**	**Spring 2016 (n=123)**	**Fall 2015 (n=115)**	**Summer 2015 (n=123)**	**Spring 2015 (n=124)**
None	2%	4%	9%	3%	7%	2%	4%	3%	3%
1 to 5 trips	37%	43%	34%	46%	29%	35%	39%	32%	36%
6 to 10 trips	16%	13%	8%	17%	12%	15%	15%	12%	16%
11 to 20 trips	16%	15%	18%	11%	23%	15%	21%	18%	19%
21 to 50 trips	22%	18%	23%	21%	19%	26%	20%	35%	27%
Over 50 trips	7%	7%	9%	3%	10%	6%	2%	6%	5%
Don't know	0%	0%	0%	0%	0%	0%	0%	0%	0%

Q5. How important is the Spokane International Airport to your business? **[READ LIST]**

Response ***(Business Travelers)***	**Fall 2017 (n=134)**	**Summer 2017 (n=95)**	**Spring 2017 (n=106)**	**Fall 2016 (n=101)**	**Summer 2016 (n=69)**	**Spring 2016 (n=123)**	**Fall 2015 (n=115)**	**Summer 2015 (n=123)**	**Spring 2015 (n=124)**
Very important	78%	78%	74%	72%	96%	86%	79%	85%	85%
Moderately important	19%	21%	19%	19%	4%	7%	16%	10%	8%
Not very important	3%	1%	8%	7%	0%	5%	3%	3%	6%
Not at all important	0%	0%	0%	2%	0%	1%	3%	2%	1%
Don't know	0%	0%	0%	0%	0%	1%	0%	0%	1%

Q6. In the last 12 months, about how often have you ***driven*** to another airport, other than Spokane International, to begin your trip? **[USE "-9" FOR REFUSED]**

Response	**Fall 2017 (n=211)**	**Summer 2017 (n=215)**	**Spring 2017 (n=217)**	**Fall 2016 (n=207)**	**Summer 2016 (n=209)**	**Spring 2016 (n=213)**	**Fall 2015 (n=213)**	**Summer 2015 (n=221)**	**Spring 2015 (n=207)**
None	83%	88%	89%	87%	93%	85%	90%	90%	86%
1 trip	7%	6%	6%	7%	3%	6%	5%	4%	4%
2 trips	6%	3%	3%	0.5%	1%	5%	2%	3%	5%
3 trips	0.5%	1%	1%	1%	0.5%	1%	1%	0.5%	0%
4 trips	0.5%	0%	1%	2%	0%	1%	0.5%	1%	0.5%
5 or more trips	3%	2%	0.5%	1%	1%	3%	1%	3%	5%
Don't know	0%	0%	0%	0%	0%	0%	0%	0%	0%

Q7. Why is that? **[DON'T READ, MARK ALL THAT APPLY]**

Response ***(Driven to another airport only)***	**Fall 2017 (n=36)**	**Summer 2017 (n=25)**	**Spring 2017 (n=25)**	**Fall 2016 (n=27)**	**Summer 2016 (n=14)**	**Spring 2016 (n=32)**	**Fall 2015 (n=22)**	**Summer 2015 (n=23)**
Convenience	67%	60%	48%	85%	79%	81%	41%	70%
Cost	31%	32%	24%	15%	14%	28%	27%	26%
Other	28%	28%	32%	7%	21%	3%	36%	17%
Don't know	3%	4%	0%	0%	0%	0%	5%	0%

Q8. In the last 12 months, about how often have you ***driven*** 200 miles or more to a travel destination instead of flying to it? **[USE "-9" FOR REFUSED]**

Response	Fall 2017 (n=211)	Summer 2017 (n=215)	Spring 2017 (n=217)	Fall 2016 (n=207)	Summer 2016 (n=209)	Spring 2016 (n=213)	Fall 2015 (n=213)	Summer 2015 (n=221)	Spring 2015 (n=207)
None	39%	33%	43%	36%	50%	42%	24%	39%	42%
1 trip	10%	15%	11%	16%	8%	10%	14%	9%	11%
2 trips	15%	14%	11%	11%	12%	10%	14%	13%	15%
3 trips	7%	12%	8%	13%	8%	8%	9%	8%	6%
4 trips	4%	5%	5%	7%	4%	6%	9%	6%	7%
5 to 10 trips	17%	16%	14%	13%	10%	16%	19%	19%	10%
11 to 25 trips	5%	4%	6%	4%	4%	5%	8%	4%	7%
Over 25 trips	3%	2%	1%	1%	3%	3%	4%	2%	2%
Don't know	0%	0%	0%	0%	0%	0%	0%	0%	0%

Q9. Why is that? **[DON'T READ, MARK ALL THAT APPLY]**

Response *(Driven 200+ miles only)*	Fall 2017 (n=128)	Summer 2017 (n=144)	Spring 2017 (n=123)	Fall 2016 (n=133)	Summer 2016 (n=104)	Spring 2016 (n=124)	Fall 2015 (n=162)	Summer 2015 (n=134)
Convenience	55%	55%	55%	81%	66%	80%	65%	69%
Cost	20%	25%	21%	28%	42%	32%	29%	35%
Other	60%	45%	43%	5%	16%	6%	19%	17%
Don't know	1%	1%	0%	0%	0%	0%	0%	1%

Q10. When you came to the airport today, did you park in the lot where you had planned to park? Yes or no?

Response	Fall 2017 (n=211)	Summer 2017 (n=215)	Spring 2017 (n=217)	Fall 2016 (n=207)	Summer 2016 (n=209)	Spring 2016 (n=213)	Fall 2015 (n=213)
Yes	53%	48%	53%	55%	50%	55%	51%
No	2%	2%	2%	3%	0.5%	1%	2%
Did not park or was dropped off	46%	50%	45%	43%	50%	45%	47%

Q11. Where did you park? **[READ LIST]**

Response *(Parking vehicle only)*	Fall 2017 (n=115)	Summer 2017 (n=108)	Spring 2017 (n=120)	Fall 2016 (n=119)	Summer 2016 (n=105)	Spring 2016 (n=117)	Fall 2015 (n=112)	Summer 2015 (n=109)
Parking Garage	46%	44%	35%	40%	36%	36%	42%	38%
Economy (E) Lot	23%	24%	6%	6%	6%	14%	18%	13%
Outside (O) Lot	13%	16%	42%	34%	28%	27%	13%	23%
Concourse C Parking	12%	12%	14%	13%	21%	16%	18%	15%
Other	6%	5%	3%	6%	10%	8%	9%	12%
Don't know	0%	0%	0%	2%	0%	0%	0%	0%

Q12. Have you parked in/at **<READ LOT Q11>** before? Yes or no?

Response ***(Parking vehicle only)***	**Fall 2017 (n=115)**	**Summer 2017 (n=108)**	**Spring 2017 (n=120)**	**Fall 2016 (n=119)**	**Summer 2016 (n=105)**	**Spring 2016 (n=117)**	**Fall 2015 (n=112)**	**Summer 2015 (n=109)**
Yes	90%	83%	85%	88%	93%	94%	92%	91%
No	10%	17%	15%	12%	7%	6%	8%	9%
Don't know	0%	0%	0%	0%	0%	0%	0%	0%

Q13. Where were you planning to park when you departed for the airport today?

Response ***(Planned to park elsewhere only)***	**Fall 2017 (n=4)**	**Summer 2017 (n=4)**	**Spring 2017 (n=5)**	**Fall 2016 (n=6)**	**Summer 2016 (n=1)**	**Spring 2016 (n=1)**	**Fall 2015 (n=4)**
Outside (O) Lot	1	1	3	0	0	0	1
Parking Garage	1	1	0	3	1	0	2
Economy (E) Lot	0	1	0	1	0	0	0
Concourse C Parking	0	0	0	1	0	0	0
Other	0	1	2	1	0	0	0
Don't know	2	0	0	0	0	1	1

Q14. Why did you choose to park in **<CHOSEN PARKING LOT>** today?

Response ***(Parking vehicle only)***	**Fall 2017 (n=115)**	**Summer 2017 (n=108)**	**Spring 2017 (n=120)**	**Fall 2016 (n=119)**	**Summer 2016 (n=105)**	**Spring 2016 (n=117)**	**Fall 2015 (n=112)**	**Summer 2015 (n=109)**
Convenience	34%	52%	37%	41%	54%	47%	59%	54%
Covered parking	31%	18%	21%	9%	13%	11%	27%	11%
Close to airport terminal	29%	29%	35%	25%	48%	41%	21%	31%
Cost	28%	28%	30%	31%	28%	33%	25%	31%
Safety or security	7%	9%	10%	7%	5%	13%	6%	6%
Company paid	4%	4%	0%	3%	7%	10%	12%	7%
Habit	4%	2%	1%	1%	0%	0%	1%	0%
Oversized vehicle	2%	2%	2%	1%	0%	0%	0%	0%
Other	3%	2%	2%	2%	0%	3%	1%	0%
Don't know	1%	0%	0%	0%	0%	0%	1%	0%

[VISITORS ONLY, RESIDENTS SKIP TO Q20]

Q15. About how many nights did you spend in the Spokane area during this visit? **["-9"= REF.]**

Response	**Fall 2017 (n=310)**	**Summer 2017 (n=308)**	**Spring 2017 (n=307)**	**Fall 2016 (n=316)**	**Summer 2016 (n=307)**	**Spring 2016 (n=314)**	**Fall 2015 (n=314)**	**Summer 2015 (n=316)**	**Spring 2015 (n=317)**
Did not stay over night	14%	13%	7%	1%	5%	3%	3%	6%	8%
1 night	19%	10%	24%	24%	14%	23%	25%	13%	21%
2 nights	13%	7%	14%	19%	12%	18%	15%	9%	16%
3 nights	15%	16%	13%	18%	14%	15%	12%	9%	13%
4 nights	11%	11%	12%	11%	15%	12%	11%	13%	10%
5 nights	11%	10%	8%	10%	11%	7%	11%	10%	11%
Over 5 nights	17%	33%	23%	17%	29%	22%	22%	40%	22%
Don't know	0%	0%	0%	0%	0%	0%	<0.5%	1%	<0.5%

Q16. Where did you spend your time during your visit?

Those Reporting Visiting the Area

Response	Fall 2017 (n=310)	Summer 2017 (n=308)	Spring 2017 (n=307)	Fall 2016 (n=316)	Summer 2016 (n=307)	Spring 2016 (n=314)	Fall 2015 (n=314)	Summer 2015 (n=316)	Spring 2015 (n=317)
Spokane County	65%	53%	63%	71%	56%	73%	72%	56%	70%
The Coeur d'Alene area	15%	30%	14%	20%	28%	18%	14%	25%	20%
Other parts of N Idaho	15%	21%	9%	12%	16%	11%	9%	22%	9%
Pullman	8%	3%	9%	4%	3%	4%	5%	2%	5%
Other parts of NE WA	6%	4%	4%	5%	2%	4%	5%	5%	3%
Other parts of Eastern WA	5%	5%	7%	3%	3%	3%	6%	5%	7%
Moscow, Idaho (and area)	2%	3%	2%	2%	2%	1%	3%	2%	1%
Moses Lake	2%	<0.5%	2%	3%	2%	2%	2%	1%	2%
Canada	1%	4%	2%	2%	2%	1%	1%	5%	<0.5%
Walla Walla	0%	<0.5%	<0.5%	<0.5%	<0.5%	1%	1%	-	-
Other	2%	7%	1%	3%	5%	2%	3%	4%	3%

Q17. What activities, locations or events did you attend or visit? **<INSERT LIST>** yes or no?

Response	Fall 2017 (n=310)	Summer 2017 (n=308)	Spring 2017 (n=307)	Fall 2016 (n=316)	Summer 2016 (n=307)	Spring 2016 (n=314)	Fall 2015 (n=314)	Summer 2015 (n=316)	Spring 2015 (n=317)
Shopping	38%	53%	37%	28%	24%	31%	44%	43%	27%
Riverfront Park	7%	13%	11%	13%	15%	16%	13%	16%	16%
Athletic event	6%	1%	2%	4%	4%	1%	5%	4%	4%
Casino	5%	5%	3%	5%	6%	5%	6%	2%	5%
Theater or Broadway show	5%	4%	3%	2%	1%	3%	2%	2%	4%
Wine tasting	3%	9%	3%	3%	5%	2%	5%	3%	4%
Concert	0%	5%	2%	1%	3%	0%	2%	6%	1%
Bike riding	0%	4%	1%	0%	5%	0%	1%	4%	1%
Golf	0%	3%	1%	1%	6%	<0.5%	1%	4%	3%
Skiing	0%	<0.5%	3%	0%	<0.5%	<0.5%	1%	1%	<0.5%

Q18. Including this visit, about how often have you visited the Spokane area within the last 12 months? **[USE "-9" FOR REFUSED]**

Response	Fall 2017 (n=310)	Summer 2017 (n=308)	Spring 2017 (n=307)	Fall 2016 (n=316)	Summer 2016 (n=307)	Spring 2016 (n=314)	Fall 2015 (n=314)	Summer 2015 (n=316)	Spring 2015 (n=317)
1 visit	46%	58%	49%	41%	57%	42%	41%	63%	38%
2 visits	19%	18%	17%	20%	14%	19%	21%	16%	22%
3 visits	11%	9%	10%	10%	7%	11%	12%	9%	13%
4 visits	4%	4%	8%	8%	6%	8%	8%	4%	10%
5 to 10 visits	12%	8%	11%	14%	9%	11%	11%	5%	12%
11 to 25 visits	7%	2%	5%	6%	4%	8%	6%	3%	5%
Over 25 visits	1%	1%	0%	2%	2%	1%	2%	<0.5%	1%

Q19. For each of the following, approximately how much did your traveling party spend, in total, during your stay? **[READ EACH ITEM AND RECORD AMOUNT; USE "-9" FOR REFUSED]**

Approximate Per-Traveler Average Spending While Visiting the Greater Spokane Area

Response	Fall 2017 (n=310)	Summer 2017 (n=308)	Spring 2017 (n=307)	Fall 2016 (n=316)	Summer 2016 (n=307)	Spring 2016 (n=314)	Fall 2015 (n=314)	Summer 2015 (n=316)	Spring 2015 (n=317)
Lodging, like hotels / motels	$282.59	$419.47	$336.86	$193.33	$409.50	$295.98	$247.22	$445.05	$338.90
Eating and drinking	$145.86	$242.95	$159.56	$125.78	$166.82	$139.30	$125.78	$153.42	$128.34
Shopping	$78.35	$86.28	$51.93	$72.33	$95.90	$48.66	$73.29	$93.93	$105.72
Entertainment	$7.62	$25.86	$10.25	$19.81	$18.69	$10.60	$19.94	$14.47	$26.19
Recreation like sight seeing	$4.45	$16.49	$3.28	$18.36	$7.97	$1.82	$18.54	$9.52	$3.40
Local transportation	$80.73	$141.36	$86.42	$51.16	$107.92	$74.36	$51.00	$101.55	$64.76
Wine tasting	$44.86	$90.19	$81.00	$192.00	$88.42	$55.00	$87.27	$23.33	$110.00
Anything else	$13.32	$13.69	$10.33	$0.70	$0.07	$2.87	$0.71	$0.00	$1.93
Total	**$657.78**	**$1,036.29**	**$739.63**	**$673.48**	**$895.29**	**$628.58**	**$623.75**	**$841.28**	**$779.24**

[VISITORS AND RESIDENTS]

Q20. Including yourself, how many adults are traveling with you today?

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)	Spring 2015 (n=524)
One (just myself)	69%	67%	75%	75%	76%	77%	75%	72%	77%
Two	27%	28%	22%	22%	23%	20%	21%	22%	19%
Three	3%	3%	2%	2%	1%	2%	2%	3%	3%
Four	1%	1%	0%	1%	<0.5%	1%	1%	2%	1%
Five or more	0%	1%	1%	1%	1%	1%	1%	2%	1%

Q21. Are there any children under 18 years of age traveling with you today? **[IF YES]** How many came with you?

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)	Spring 2015 (n=524)
No children	97%	90%	96%	96%	90%	97%	96%	90%	95%
One	2%	7%	3%	2%	5%	3%	3%	5%	4%
Two	1%	3%	2%	1%	4%	<0.5%	1%	4%	1%
Three	0%	<0.5%	0%	0%	1%	0%	<0.5%	1%	0%
Four	0%	<0.5%	0%	0%	0%	0%	0%	<0.5%	<0.5%
Five or more	0%	0%	0%	0%	0%	0%	0%	<0.5%	0%

Q22. How would you rate your overall satisfaction with the current service offerings at this airport? **[READ LIST]**

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)
Very satisfied	72%	74%	75%	78%	78%	80%	79%	76%
Moderately satisfied	25%	24%	23%	21%	21%	17%	19%	21%
Not very satisfied	2%	2%	1%	1%	1%	2%	1%	2%
Not at all satisfied	1%	<0.5%	1%	0%	1%	1%	<0.5%	<0.5%
Don't know	<0.5%	0%	<0.5%	1%	0%	0%	1%	1%

Q23. The airport is considering ways to make travel more convenient. If you could name anything - a timesaving service, products sold, or something else - offered nearby airport terminals that would be a convenience to you, what would it be?

Response (Top Mentions)	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)
Nothing	46%	40%	58%	54%	66%	66%	55%
Happy with airport offerings	19%	23%	1%	1%	<0.5%	3%	3%
Faster security or check-in process	8%	5%	6%	5%	3%	5%	5%
More food or beverage options	7%	6%	6%	5%	5%	5%	6%
More restaurant options	4%	3%	4%	9%	4%	4%	5%
More convenient car rental service	3%	3%	4%	2%	2%	1%	3%
More electrical outlets	2%	4%	2%	5%	2%	2%	2%

Categories cited by 2% or more are listed

Q24. The airport is considering additional service options. These timesaving services would be located nearby airport terminals, but not inside the terminals. Please tell me if the following services would make using the airport convenient for you. First . . .

<INSERT ITEM>; would this make using the airport "much more convenient," "a little more convenient," or would it have "no effect"?

Those Reporting Service Option is "Much More Convenient"

Service Item	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)
A gas station with a convenience store	19%	24%	23%	27%	26%	28%	23%
Valet parking	2%	2%	2%	4%	2%	3%	2%
Business meeting rooms at a nearby hotel	2%	3%	3%	3%	1%	4%	4%
Oil change and other detailing services for those in long stay parking	1%	1%	1%	2%	1%	2%	3%

Q25. What is your current age? **["-9"= REF.]**

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)	Spring 2015 (n=524)
18 to 24	3%	5%	4%	6%	7%	6%	6%	10%	6%
25 to 34	12%	16%	14%	13%	14%	12%	13%	13%	14%
35 to 44	18%	15%	16%	20%	15%	14%	18%	15%	17%
45 to 54	25%	20%	20%	23%	24%	25%	23%	22%	23%
55 to 64	24%	18%	27%	23%	22%	26%	24%	23%	23%
65+	18%	25%	19%	16%	15%	17%	15%	17%	15%
Refused	0%	0%	<0.5%	0%	3%	<0.5%	0%	0%	2%

Q26. Please stop me when I reach your correct income category. **[READ LIST]**

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)
Under $25,000	2%	4%	4%	5%	4%	4%	5%	11%
$25,000 to under $35,000	4%	8%	4%	4%	5%	3%	5%	5%
$35,000 to under $50,000	7%	10%	9%	10%	8%	9%	10%	6%
$50,000 to under $75,000	14%	15%	17%	16%	15%	16%	13%	15%
$75,000 to under $100,000	17%	15%	17%	21%	15%	17%	15%	17%
$100,000 or more	40%	35%	37%	34%	33%	33%	31%	26%
Don't know / Refused	16%	13%	13%	10%	21%	18%	20%	21%

Q27. **[RECORD GENDER BY OBSERVATION]**

Response	Fall 2017 (n=521)	Summer 2017 (n=523)	Spring 2017 (n=524)	Fall 2016 (n=523)	Summer 2016 (n=516)	Spring 2016 (n=527)	Fall 2015 (n=527)	Summer 2015 (n=537)	Spring 2015 (n=524)
Males	58%	55%	48%	57%	50%	58%	56%	53%	49%
Females	42%	45%	52%	43%	50%	42%	44%	47%	51%

Thank you very much for your time.

Presented by:

IMST Corp.

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The contents of this study, including all projections, are based on information furnished by the client, customer and data collected by IMST in the field, and from other sources. IMST does not warrant that there have been no material changes in the data since generation, including merchantability and fitness for a particular purpose with regard to the study and all underlying data and analysis. IMST makes reasonable efforts to obtain all data for the study; however, market conditions are subject to change and these changes may significantly alter actual sales.

The completed study is not intended to provide a guarantee of actual business performance.

It is our understanding that the studied site has been thoroughly tested regarding potential contamination and no problems now exist that create negative environmental conditions.

If you should have any questions regarding this information, please call us at 281.398.0321.

R2262

EXHIBIT E

REAL ESTATE COMMISSION RESOLUTION/REGISTRATION FORM

BEFORE THE AIRPORT BOARD
IN THE MATTER OF ESTABLISHING A POLICY FOR PAYMENT OF COMMISSIONS TO REAL ESTATE BROKERS FOR THE LEASING OF NON-AERONAUTICAL PROPERTY AT SPOKANE INTERNATIONAL AIRPORT AND THE AIRPORT BUSINESS PARK

RESOLUTION
NO. 06-14

WHEREAS, Spokane County, Washington ("County") and the City of Spokane, Washington ("City"), by and through the agency of the SPOKANE AIRPORT BOARD ("Board"), jointly operate Spokane International Airport and Spokane International Airport Business Park, collectively referred to as SPOKANE AIRPORT, under and pursuant to the Constitution and Laws of the State of Washington, including Ch. 14.08 RCW, RCW 14.08.200, and that certain Joint Resolution and Operating Agreement of the County and City dated August 28, 1990 (the "Interlocal Agreement"); and

WHEREAS, pursuant to state law and the Interlocal Agreement, the Board is empowered and authorized to exercise all of the powers granted to municipalities pursuant to the provisions of RCW 14.08 *et seq.* in the management, operation, and control of SPOKANE AIRPORT for aviation and business park purposes; and

WHEREAS, the payments on commissions for Lease Agreements ("Agreements") for Spokane International Airport and Airport Business Park ("Spokane Airport") non-aeronautical Property ("Property") to licensed Real Estate Brokers ("Brokers") will enhance the development of Spokane Airport; and,

WHEREAS, the Board agrees that licensed Brokers who initiate the necessary contacts resulting in the execution of Agreements with qualified Prospective Lessees should be paid for their services; and,

WHEREAS, the purpose of this Resolution is to establish the basis by which commissions shall be paid by the Board to Brokers in connection with the leasing of Spokane Airport non-aeronautical Property; and

NOW, THEREFORE, BE IT RESOLVED by the Board, Resolution No. 06-14 for Spokane Airport shall be effective May 15, 2014, as follows:

1. A commission shall be considered earned and payable only to a Broker or his agent who personally submits the Registration Form as outlined in Paragraph 4 below for a Prospective Lessee to the Properties & Contracts Director with the intent of executing an Agreement with the Board.

2. A Prospective Lessee is an individual or company who is not an existing tenant at Spokane Airport. A commission shall only be considered for a Prospective Lessee who would be a new tenant at Spokane Airport.

3. All offers by Prospective Lessees are subject to the then current availability of the Property and the Board reserves the right to withdraw all or any portion of its Property from the market. The Board reserves the right to solicit and negotiate directly with unregistered Prospective Lessees. The Board may refuse to lease to any Prospective Lessee for any lawful reason whatsoever.

4. Registration of Prospective Lessee: In order to document and protect any right to receive a commission, each Broker shall complete and deliver to the Properties & Contracts Director, a Registration Form for each Prospective Lessee having an interest in leasing Property. Each Registration Form shall be signed by the Prospective Lessee and Broker. The written acceptance of the Registration Form by the Properties & Contracts Director shall constitute an open listing between the Board and the Broker for an Agreement on the Property to the Prospective Lessee named on the registration. Said open listing shall be for a period of ninety (90) days from the date of the Property & Contracts Director's signature. The registration may be extended for additional ninety (90) day periods upon Broker's submission and the Property & Contracts Director's acceptance of a newly executed registration form. In no event shall the additional ninety (90) day extension periods exceed a total of six (6) months.

a. If the Property & Contracts Director receives a request from a competing Broker to register the same Prospective Lessee during the open listing period of the original Broker, the Property & Contracts Director will not accept the second registration unless the Prospective Lessee has executed the competing Broker's Registration Form and has notified the Property & Contracts Director, in writing, that it has terminated its relationship with the original Broker.

b. If an Agreement has not been executed prior to the expiration of the registration period(s) or prior to termination of a Broker's representation of the Prospective Lessee, the Property & Contracts Director shall have no further obligation to that Broker with respect to any Agreement with the Prospective Lessee registered by that Broker. Upon such expiration or termination, the Property & Contracts Director or a competing Broker, may negotiate with the original Broker's Prospective Lessee to procure an Agreement.

c. In no case shall commissions be paid to multiple brokers in regard to the same property.

5. Broker shall be entitled to receive and the Board shall be obligated to pay, a commission only when all of the following conditions have been satisfied:

a. Prospective Lessee and the Board have each executed a binding and enforceable Agreement for the Property listed on the Registration Form.

b. All conditions precedent to the obligations of both parties under the Agreement have been satisfied (including, without limitation, the issuance and delivery of all required, notices, security deposits, prepaid rent, permits, corporate resolutions (if any), and any subordinations;

c. Prospective Lessee's occupancy of the subject Property and payment of their first month's rent and security deposit, if not previously paid.

6. The amount of commission payable upon satisfaction of the above conditions shall be limited to the initial ten (10) years of any fixed term and shall be payable in the amount of five percent (5%) of "aggregate rents" for the first five years and two and one half percent (2.5%) for the second five year period. When all conditions for payment of a commission have been met and provided that the Prospective Lessee is not then in default of any of the terms and conditions of its Agreement, the Board shall pay Broker the earned commissions within thirty (30) days of execution of the Agreement and satisfaction of other required conditions. "Aggregate rents" shall mean the fixed rental rate under the Agreement and payable by the Prospective Lessee during the first ten years of the initial term of the Agreement but shall exclude the following:

a. Any Agreement with a Prospective Lessee that is an existing tenant at Spokane Airport as outlined in Paragraph 2 above;

b. Any payment for the Washington State Leasehold Tax required under the Agreement and payable by the Prospective Lessee;

c. Any rent payable during any renewal option or any other extension offered in the original Agreement;

d. Any rent payable as a result of Prospective Lessee's subsequent expansion;

e. Any payment made by Prospective Lessee to reimburse the Board for operating expenses, taxes, insurance or similar items, regardless of whether they are site-specific or pro rata with other Lessees;

f. Any payment made by Prospective Lessee to the Board or others toward the cost of construction or renovation of the Prospective Lessee's premises, whether in lump sum or amortized over the term of the Agreement;

g. Any conditional rent escalation, regardless of whether based on any type of index or Prospective Lessee's revenues, etc.;

h. Any rent due a third party which the Board agrees to pay or allow the Prospective Lessee to offset, resulting from a then current occupancy agreement the Prospective Lessee has with another landlord, sometimes referred to as a "takeover agreement".

i. Any lease payments due to Board beyond any early termination provision set forth in the agreement which would allow Lessee to terminate the agreement prior to the initial ten (10) year term.

7. Upon the full execution of a Registration Form, Broker is authorized to show Property, including improvements thereto, to Prospective Lessee and may discuss rental rates, terms or other conditions they believe would be appropriate, including presentation of the Board's current

standard Agreement form; however, Broker shall not have any authority to bind or commit the Board to any specific rental rates, terms or other lease conditions. The Board shall negotiate and prepare all documents relating to the leasing of the Property.

8. The Board's decision on whether or not to lease the Property to the Prospective Lessee shall be final and the real estate commissions as set forth herein shall be paid only upon execution and commencement of the Agreement between the Board and the Prospective Lessee.

9. In the event an Agreement is not executed by the Prospective Lessee within six (6) months of the date of the first registration of the Prospective Lessee, the Broker shall not be entitled to a commission unless the Broker and Prospective Lessee have provided written notification to the Properties & Contracts Director that Broker shall continue to act on behalf of the Prospective Lessee and Properties & Contracts Director has agreed to such notice.

10. Any disputes regarding qualification for or payment of commissions to Brokers shall be resolved by the Chief Executive Officer and his decision shall be final.

11. A Broker shall not make any representations to the terms and conditions of an Agreement, nor shall a Broker act as an agent of the Board. Any representation of terms and conditions of an Agreement made by a Broker shall not be binding on the Board.

THIS RESOLUTION, adopted and passed by the Board this 15th day of May, 2014, supersedes and cancels Resolution 03-08 and shall be in effect from the date adopted until such time as changes are made by the Board.

ATTEST:

Secretary

SPOKANE AIRPORT BOARD

Chair

APPROVED AS TO FORM:

James A. McDevitt
Airport Board Counsel

REGISTRATION FORM
Spokane Airport

Prospective Lessee: (Name, Address, Telephone No.)

_____

_____

Property To Be Registered:

_____

Brief Description of Property/Improvements Required:

_____

_____

Proposed Use of Premises:

_____

_____

_____

Prospective Lessee's Signature below indicates:

1) Prospective Lessee is interested in leasing the space designated above. However, this form is for informational purposes only and shall not be construed as an agreement to lease until a final Agreement acceptable to both the Board and Prospective Lessee has been negotiated and executed.

2) The Broker is the only Broker with whom Prospective Lessee is currently working on the leasing of the space designated above.

3) Prospective Lessee acknowledges that Broker has no authority to bind or make promises or representations on behalf of the Board.

PROSPECTIVE LESSEE:

Date: _____ By: _____
Title: _____

Broker's Signature below indicates:

1) Broker's agreement to be bound by the terms of the Board's Resolution No. 06-14, a copy of which Resolution Broker acknowledges having received.

2) That Broker is representing the above Prospective Lessee to the Board and confirms that full disclosure of Broker's representation has been made to the Prospective Lessee.

BROKER:

Date: _____ By: _____
Title: _____

The Airport's signature below indicates its receipt and acceptance of the foregoing Registration Form and agreement to be bound by the terms of its Resolution No. 06-14.

SPOKANE AIRPORT:

Date: _____ By: _____
Title: _____

EXHIBIT F

PROPOSAL SUBMISSION CHECKLIST

In addition to the cover letter and executive summary, the following information/documents must be submitted as part of the sealed written proposal in order for the proposal to be considered. **(Please checkmark items below included in or with the written proposal and sign acknowledgment)**

_____ Exhibit #G - Proposal Form (Land Rent, MAG, Percentage Fees & Term Proposed by Proposer)

_____ Proposal Deposit ($5,000.00)

_____ Identification of Proposer

_____ Facility Design, Layout and Regional & National Brands

_____ Financial Information

_____ Experience, Management and Operational Plan

_____ Optional Services

_____ Acknowledgement of Terms and Conditions of Sample Lease and Concession Agreement

_____ Exhibit H - Acknowledgement of Addendums (if any)

_____ Exhibit I – ACDBE Forms 1 & 2

PLEASE ACKNOWLEDGE ABOVE INFORMATION/DOCUMENTS ARE INCLUDED IN OR WITH THE WRITTEN PROPOSAL

X_____ Authorized Signer

X_____ Date

EXHIBIT G
PROPOSAL FORM

Company Name _____ Date _____

Address _____

City, State, Zip _____

The Proposer hereby agrees to enter into a Lease and Concession Agreement with the Spokane Airport Board for the operation of a non-exclusive Fuel Station, Convenience Store & Tier II Fast Food Restaurant Concession at Spokane International Airport under the terms and conditions as set forth in the Request for Proposals dated July 18, 2018. In furtherance of this proposal, the Proposer agrees to pay to the Board the Land Rent and the Concession Fees listed below.

1. Proposed Term and Renewal Options _____

2. Proposed Land Rent for initial five (5) year period: $_____ p.s.f.p.a.

3. Proposed MAG for the initial one (1) year period $_____
   (from date of beneficial occupancy)

4. Proposed Percentage Fees for the initial five (5) year period:
   (from date of beneficial occupancy)

   Mandatory Services
   a. Convenience Store (Food/Beverage/Retail/Other Services) ____%
   b. Fast Food Restaurant ____%

   Optional Services (Proposed by Lessee)
   a. _____ ____%
   b. _____ ____%
   c. _____ ____%

Accompanying the proposal shall be a Proposal Deposit in the form of a cashier's check in the amount of Five Thousand Dollars ($5,000.00) payable to the Board as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in 9.3 Proposal Deposit and Performance Bond in the Request for Proposals and Agreement Documents within sixty (60) days after written notification of award.

Proposer asserts that they have thoroughly read, understand and acknowledge all aspects of this Request for Proposals and understand that they are bound by all aspects and provisions of this Request for Proposal and its contents.

Proposer is bound by this offer for a period of one hundred twenty (120) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Spokane Airport Board reserves the right to reject any and all proposals.

Attest: (Seal) Proposer:

_____ _____

Title: _____ Title: _____

EXHIBIT H

ACKNOWLEDGEMENT OF ADDENDUM #1 (if Addendum published)

Proposer Acknowledges Receipt of this Addendum #1:

Acknowledgment of Addendum #1 is hereby made;

Signature: _____

Name: _____

Title: _____

Name of Business: _____

Date: _____

EXHIBIT I

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ____ % ACDBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of ____%) is committed to a minimum of ____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

- -

- -

- -

- -

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is $ _____.

Affirmation

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)