

CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (the "Agreement") dated this ____ day of _____ 2012 (the "Effective Date"), by and between **THE CITY OF PHILADELPHIA**, a Pennsylvania municipal corporation acting by and through its Procurement Department and Department of Commerce, Division of Aviation (the "City"), and **CLEAR CHANNEL OUTDOOR, INC. d/b/a CLEAR CHANNEL AIRPORTS**, a corporation organized and existing under the laws of the State of Delaware (the "Concessionaire").

WITNESSETH:

WHEREAS, the Procurement Department issued a Request for Proposal on August 12, 2011 for the development and management of an airport advertising program for seven (7) terminals at Philadelphia International Airport, Philadelphia, Pennsylvania (the "Airport") known-as Terminals A-West, A-East, B, C, D, E and F (collectively, the "Terminals"); and

WHEREAS, the Concessionaire submitted the successful proposal (the "Proposal") for the development and management of the advertising program at the Terminals; and

WHEREAS, the Division of Aviation, shall manage the Agreement for the City; and

WHEREAS, Council for The City of Philadelphia shall have approved the Agreement before it becomes effective.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, the parties hereby agree as follows:

1. Grant of Concession; Program Development, Content, New Technology, Objectives

A. **Program Development.** The City hereby grants to the Concessionaire the non-exclusive right and privilege to plan, program, operate, manage and administer a fully coordinated commercial advertising concession throughout the Terminals and otherwise agreed upon outdoor locations all such locations as shall be fully designated, in writing, by the City from time to time. The Concessionaire shall develop and maintain a comprehensive advertising program totally integrated and coordinated as to design, quality and content for the Terminals, as such Program may be modified and revised from time to time during the Term (the "Program"). The Concessionaire shall make use of a Computed Aided Drafting and Design (CADD) certified display designer in the Program. Under the Program, the Concessionaire shall establish, operate, service and maintain prime quality, expertly designed commercial advertising displays ("Fixtures"), which may include, but are not limited to: floor exhibits, screens, multi-use screens, panels, wall and floor back-lit units, product cases, posters, wraps, banners, exposition space, car displays, direct telephone line hotel and transportation displays, static displays, digital displays, video displays, board advertising and other forms of advertising related to state of the art profitable means for the graphic display of materials, articles and services of various manufactures, industries, companies and individuals. Outdoor advertising space may be made available to the Concessionaire from time to time at the sole discretion of the City. A full description of the Program and any and all Improvements required to be made in connection therewith, and the timeframe for completion of such Program and the Improvements by the Concessionaire is set forth in the Proposal attached hereto and made a part hereof as Exhibit "A". Any changes and/or modifications required to be made to the Program or the Improvements during the Term shall be made with the written approval of the City and in good taste, professionally developed and of such high caliber as to contribute to the establishment and maintenance of the Terminals as prestigious locations for commercial advertising media.

B. Content. Any and all advertisement, advertising copy, graphics, Materials and manner of commercial presentation ("Advertisements"), which may be part of the Program, shall be subject to the review and approval of the Chief Executive Officer ("CEO") of the Airport. For purposes of this Agreement, Materials shall mean any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared or developed by the Concessionaire or for the Concessionaire by a Subcontractor and supplied to the City by the Concessionaire or a Subcontractor in performance of this Agreement.

Concessionaire is not permitted to display "filler" Advertisements or public service announcements in the Assigned Areas.

Notwithstanding anything to the contrary set forth in the Agreement, the City may, if a Fixture has not been otherwise sold by Concessionaire for advertising purposes at the Airport, use, at no cost to the City, such Fixture for promotional purposes. Such purposes may include air service or any other Airport related purpose deemed desirable by the City. If requested, Concessionaire shall fabricate and install such promotional materials and be reimbursed by the City for Concessionaire's actual out of pocket costs.

The City shall provide notice to the Concessionaire of any disapproved Advertisements within five (5) days of submission of graphics sample by the Concessionaire. The Concessionaire shall not display any Advertisements disapproved by the City. The Concessionaire shall within twenty-four (24) hours after verbal or written notice remove from the Terminals upon demand of the City, at the Concessionaire's sole cost and expense, any disapproved Advertisements. No Advertisements that violate City rules, regulations or policy, may be presented to the public. In the event that any disapproved Advertisement is not removed within twenty-four (24) hours, the City, at the Concessionaire's sole cost, may remove and dispose of the Advertisement. The City shall not in any way be held responsible or liable for any damage to any Advertisement so removed.

C. New Technology. At the request of the CEO, certain high technology, novel or other capital intensive forms of indoor and outdoor advertising displays, improvements, decor and/or equipment agreed to by the Concessionaire may be placed in the Terminals and otherwise agreed upon outdoor locations by the Concessionaire ("New Advertising Concepts") to the extent not included originally in Exhibit "A". Exhibit "A" may be altered from time to time upon the written agreement of the parties to include New Advertising Concepts. All work performed by the Concessionaire respecting the New Advertising Concepts shall be in accordance with the provisions of this Agreement.

Notwithstanding the foregoing, the City may request that the Concessionaire provide a New Advertising Concept not otherwise required by this Agreement. The Concessionaire shall have ten (10) days after written notice from the City to determine whether or not to develop, fabricate and/or implement such New Advertising Concept. If the Concessionaire determines to provide such New Advertising Concepts, the Concessionaire shall be responsible for all costs, including capital costs associated therewith unless the parties hereto agree otherwise. In the event that the Concessionaire declines to develop, fabricate and/or implement a New Advertising Concept, within an Assigned Area or otherwise, the City specially reserves its rights to develop, fabricate and/or implement such New Advertising Concept in said location(s) at its cost. In the event that the City exercises its rights to develop, fabricate and/or implement such New Advertising Concept, any and all revenues generated as a result thereof shall belong exclusively to the City. It is expressly understood and agreed that the Concessionaire shall have the option, but not the obligation, to provide any such New Advertising Concepts.

D. Objectives. At all times during the Term, the Concessionaire shall:

1. Create an attractive environment for the traveling public, reflecting state of the art Advertising;
2. Utilize space in a way that optimizes advertising effectiveness and Annual Gross Revenues;
3. Maximize the participation of Philadelphia businesses while achieving a mix of local, state, national and international advertisers;
4. Encourage locally owned and Disadvantaged Business Enterprise participation;
5. Provide excellent customer service; and
6. Enhance the promotion of Philadelphia (collectively, the "Objectives").

E. Locations/Relocations. Under the Program, initial locations for the Fixtures and all other sites available to the Concessionaire for advertising use in the Terminals (the "Assigned Areas") are set forth in Exhibit "A", Section 5.4.1 entitled Proposal for Development and Operation of Airport Advertising Program(s) at PHL attached hereto and made a part hereof. The Assigned Areas, as well as the Fixtures located therein, shall be subject to revision from time to time based on the availability of advertising sites at the Terminals as may be mutually agreed by the parties. In such instance, Exhibit "A" shall be revised to show such changes. All Assigned Areas selected are subject to relocation at anytime at the City's discretion. Notwithstanding the foregoing, the City agrees that it shall not decrease the number of then existing Assigned Areas by more than ten percent (10%) in any one year during the Term.

In the event that any Assigned Area and/or any Fixture located therein shall interfere with Airport operations, it shall be removed and/or relocated by the Concessionaire. Should the City and the Concessionaire disagree on any Assigned Area, the City's decision shall be final. The City shall make reasonable efforts to keep available for the use of the Concessionaire during the Term, advertising locations of an equal number, passenger exposure and commercial advertising value as those in Exhibit "B". The Concessionaire shall have the exclusive commercial advertising use of all Assigned Areas except to the extent provided in Section 1.C. herein.

F. Rights Upon Relocation/Removal. In the event the City shall relocate or delete portions of the Assigned Area in accordance with the terms of this Agreement, the City shall provide the Concessionaire with ten (10) days prior notice of such required relocation or removal. The City may request the relocation or removal of five (5) Fixtures in the Assigned Area during each year of the Term at no cost to the City. Thereafter, any actual direct costs incurred by the Concessionaire relating to such removal or relocation in the Assigned Area including labor and materials, shall be deducted by the Concessionaire from any subsequent payments due to the City pursuant to Section 4 herein. The City will use reasonable efforts to work in cooperation with the Concessionaire to find alternative locations for any Fixtures or portions of Assigned Areas that are relocated or removed.

G. Airport Modifications. Notwithstanding the foregoing, the Concessionaire acknowledges that major Airport modifications may take place during the Term of this Agreement. The Concessionaire agrees that in the event the City, in its sole and absolute discretion, shall determine that it is necessary or proper to make any such modifications, City may direct Concessionaire to remove and/or relocate any part of the Program timely, including, but not limited to, any Advertisements, Fixtures or Improvements. Concessionaire shall restore any area affected, including any Assigned Area, to City's satisfaction. Subject to the provisions of Section I.E. and I.F., in the event City shall direct such removal, relocation, or restoration, Concessionaire shall within the time set forth hereinabove proceed to perform such work at its sole cost and expense. It is understood and agreed that there shall be no liability on the part of the City for any damages or loss of profits or cost by reason of such removal or relocation of the Advertisements, Fixtures or Improvements, or any new Assigned Area. Notwithstanding

the foregoing, the City will use reasonable efforts to work in cooperation with the Concessionaire to find alternative locations for any Fixtures or portions of Assigned Areas that are relocated or removed.

2. **Term**

The Term shall commence on May 1, 2012 and shall terminate on April 30, 2019, unless earlier terminated pursuant to the terms hereof.

3. **City's Right to Terminate**

A. The City shall have the right to terminate this Agreement, in whole or in part, at any time during the Term for any reason, including, but not limited to, its own convenience. If this Agreement is terminated solely for the City's convenience, the City shall give the Concessionaire notice of the termination date, which shall be not less than sixty (60) days from the date of the notice (the "Termination Date").

B. Termination of this Agreement shall not affect any obligations or liabilities of either party accruing prior to the Termination Date.

C. It is understood and agreed that the City shall not be liable or in any way responsible to the Concessionaire for any termination expense, damages, anticipated profits, unabsorbed or underabsorbed overhead or unperformed services or costs, except as specifically provided in Section 3.D. below.

D. In the event of such termination for convenience, the Concessionaire shall be paid an amount equal to, but no greater than, the then unamortized, reasonable and necessary capital cost actually incurred by the Concessionaire in connection with the development and implementation of the Program (which capital costs shall not exceed \$3,006,939.00 for purposes of this Section) as certified by the Concessionaire and the City. It is understood that such capital costs shall be amortized from the date of the commencement of the Term to the expiration date of the Term on a straight-line basis. In addition, in the event of such termination for convenience, the Concessionaire shall be paid an amount equal to Concessionaire's actual pretax profits (calculated in accordance with the methodology used by Concessionaire in its pro forma attached as part of Exhibit A in Section 5.1.1 C) for the immediately preceding year, as such amount is certified by the Concessionaire and the City, provided such amount shall not exceed \$500,000.00. City reserves the right to audit the amounts of Concessionaire's pretax profits in accordance with the provisions set forth in Section 7 herein.

4. **Investment, Fees, Other Charges**

A. **Investments.** The Concessionaire shall make a capital investment in respect of the Program of no less than \$3,006,939.00 by January 1, 2013 for Improvements, including Fixtures and New Advertising Concepts as set forth in Concessionaire's Proposal and made a part of Concessionaire's Transition Plan ("Transition Plan") all in accordance with provisions specified in Exhibit D (to be supplied). In the event that the Concessionaire shall fail to make the capital investments, or any part thereof, required herein, the City shall have the right to receive the amount of any such shortfall as additional fees ("Additional Fees").

B. **Fees.** In consideration for the privileges granted to the Concessionaire herein, the Concessionaire agrees to pay to the City the greater of a percentage of Annual Gross Revenues in the amount of 65% for static and Airport owned digital equipment, and 60% for digital displays not owned by the Airport ("Percentage of Gross Revenues") or a Minimum Annual Guarantee ("MAG")

all as more specifically set forth in accordance with the provisions of this Agreement all set forth in Exhibit A, Section 5.1.1.C. entitled Financial Consideration.

1. Annual Gross Revenue. "Annual Gross Revenue", as used herein, shall mean any and all monies paid or payable to the Concessionaire by or on account of sales made and/or services rendered by, at, from or in the Terminals at the Airport annually (excluding any telephone charges passed through to hotel/motel reservations board advertisers billed to such advertisers). The Concessionaire is solely responsible for the collection of any fees and/or charges due to it from its advertisers or otherwise. No deduction shall be made by the Concessionaire from Annual Gross Revenues or the MAG in respect of any uncollected fees and charges.

2. Minimum Annual Guarantee. The "MAG" as used herein shall mean in each of years one and two, \$2,700,000.00 and in each of years three through seven \$3,000,000.00, all as more specifically set forth in Exhibit A, Section 5.1.1.C. entitled Financial Consideration.

3. Payment of Airport Fees.

(a) Commencing on the first day of the Term, and on the first day of each month of the Term thereafter, the Concessionaire shall pay to the City 1/12 of the MAG for the then current year. The Airport Fee due and payable over and above the MAG after the commencement of the Term shall be paid by the twentieth (20th) day of each month following the calendar month in which the Airport Fees were incurred. For the purpose of the Agreement, the Minimum Annual Guarantee, the Percentage of Gross Revenues, the Additional Fees and/or other fees or charges due to the City, shall be referred to jointly and severally herein as the "Airport Fee(s)".

(b) Without waiving any other right of action available to the City, in the event that the Concessionaire is delinquent in paying the Airport Fee or any other fees or charges, the Concessionaire shall pay to the City interest thereon at the rate of eighteen percent (18%) per annum (the "Default Rate") from the date such amount was due and payable until paid. Such interest shall not accrue with respect to a disputed amount being contested in good faith by the Concessionaire.

(c) In the event that any additional Airport Fee or other fees or charges shall be determined to be due and owing by any audit of the Concessionaire's books and records or otherwise, such amount shall forthwith be paid by the Concessionaire to the City with interest thereon at the Default Rate from the date such additional Airport Fees were due.

(d) All payments due hereunder shall be made payable to the "City of Philadelphia" and shall be delivered to the City at the following address: City of Philadelphia, Division of Aviation, 241758, P.O. Box 8500, Philadelphia, PA 19178-1758.

(e) Within thirty (30) days of each anniversary of the Effective Date, the City shall calculate the amount of the Airport Fees paid to the City by Concessionaire for the immediately preceding year. The amount paid by Concessionaire shall be reconciled against the Airport Fees due to the City. By way of clarification for purposes of reconciliation, the amount due to the City is the greater of the MAG or the Percentage of Gross Revenue as specified hereinabove. In the event of an overpayment or underpayment to the City, an amount equal to such overpayment or underpayment shall be paid by or credited to Concessionaire, as appropriate.

5. Irrevocable Letter of Credit, Performance Bond

A. At all times during the Term of this Agreement, the Concessionaire shall maintain and deliver to City an irrevocable letter of credit or performance bond to provide security for the full and

prompt performance by the Concessionaire of the terms and covenants of this Agreement. The irrevocable letter of credit or performance bond shall be in an amount, adjusted annually, thirty (30) days prior to the anniversary date of this Agreement, equal to the greater of twenty-five percent (25%) of the actual amount of payments paid or payable to the City on account of Airport Fees based on the current anniversary year. The amount of the letter of credit or performance bond for the first year of the Agreement shall be Six Hundred Seventy Five Thousand Dollars (\$675,000.00).

B. The irrevocable letter of credit or performance bond shall be issued by a bank or bonding company approved by the City and qualified to do business in the Commonwealth of Pennsylvania. The irrevocable letter of credit or performance bond shall be in such form as shall be approved by the City, in its reasonable discretion.

6. Books and Records

A. The Concessionaire shall within fifteen (15) days after the end of each month, or at such other intervals as the City may prescribe, submit Concessionaire's Monthly Report of Gross Revenues in a form reasonably acceptable to the City as such Exhibit may be revised from time to time.

B. The Concessionaire shall keep full and complete books of accounts and other records relating to the provisions and requirements of this Agreement and in so doing shall comply with the minimum procedural requirements prescribed by the City. The City, through its duly authorized representative, shall have the right to inspect and audit the Concessionaire's books of account and other records at all reasonable times during normal business hours. Except as otherwise provided in Section 21, the Concessionaire shall retain said records for a period of three (3) years after the expiration of the Term and upon the City's request shall make such books and records available to the City for audit at the Airport or at some other mutually agreed upon location. Should adequate books and records not be made available by the Concessionaire at the appointed location, then the additional costs of said audit including all reasonable travel, food and lodging expenses incurred by the City shall, at the City's discretion, be borne by the Concessionaire. Further, if as a result of an audit conducted by the City, through its duly authorized representative, the Airport Fee is understated by five percent (5%) or more, the entire expense of said audit shall be borne by the Concessionaire.

C. In addition to the audit Requirements set forth in Section 21, the Concessionaire shall, within sixty (60) days after the end of each Agreement year, or at such other intervals as the City may reasonably prescribe, submit to the City an audit report prepared by an independent certified public accountant stating that, in the accountant's opinion, payments for all fees and charges, including Percentage of Gross Revenues, the MAG and/or Airport Fees due to the City hereunder for the preceding year, were made in accordance with the terms of this Agreement.

7. Improvements; Construction Protocol

A. The Terminals and any agreed upon outdoor location shall be taken in "AS IS" condition, and shall be improved and/or modified by the Concessionaire at its cost, to the extent necessary for the Concessionaire to develop and maintain the Programs set forth in Exhibit "A", as such Program may be modified from time to time in the Assigned Areas or otherwise.

B. No alterations, additions, modifications or improvements may be made to the Terminals and any agreed upon outdoor location, respecting the installation and operation of the Program, including the installation of the Fixtures and New Advertising Concepts, used in connection therewith (collectively, the "Improvements") at any time throughout the Term of this Agreement without the City's prior written approval. The term Improvements as used herein shall, in addition, include all real property improvements and all fixtures and equipment that are

permanently installed and thereby annexed to the realty; this shall include, but not be limited to, signage, wraps, banners and all locks and security measures. The Improvements shall be modern, first-class, safe, fire-resistant, attractive in appearance and consistent with the architectural integrity of the Terminals.

C. The Concessionaire may access the Assigned Areas, commencing on the date hereof and upon approval of the CEO, in order to commence work on the Plans and Specifications. Plans and specifications ("Plans and Specifications") for all proposed Improvements and any modifications required to be made thereto, including signage, shall include architect-approved engineer drawings and shall be submitted by the Concessionaire to the City for the City's written approval prior to the commencement of any work. All Improvements shall be at the Concessionaire's sole cost and expense including, without limitation, all necessary personnel, materials and transportation costs. All Improvements constructed or installed by the Concessionaire, its agents, or contractors, specified in the Plans and Specification therefore, shall conform to in all respects with all applicable federal, state and local laws, ordinances, building code requirements, including permitting requirements and rules and regulations (including rules and regulations promulgated by the Airport). The Concessionaire shall submit Plans and Specifications for the Improvements to be performed pursuant to this Agreement ("Preliminary Plans") to the Airport for review. The CEO or his designee shall, within twenty (20) days of receipt of any such Preliminary Plans, either approve or disapprove the Preliminary Plans. The CEO reserves the right to reject any Preliminary Plans or portions thereof submitted, and shall provide notice to the Concessionaire specifying the reasons for such rejection. In the event of rejection of the Preliminary Plans or any portion thereof by the CEO, the Concessionaire shall have up to ten (10) days to submit revised Preliminary Plans for review. Upon final written approval by the Airport, the Preliminary Plans shall become final ("Final Plans"). No further changes or alterations shall be made to the Final Plans after approval by the Airport, except as may be agreed to in writing by the parties. The Final Plans shall include a schedule setting forth the time required for completion of the Final Plans. Upon written "Notice to Proceed" from the CEO, or his designee, the Concessionaire shall immediately commence work on the Improvements in the Assigned Areas in accordance with the Final Plans.

D. One reproducible mylar "as built" and one electronic copy on disc in the latest CADD format copy of the Final Plans for the Improvements in the Assigned Areas, as may have been revised by the parties during the course of construction and installation, shall be signed by the Concessionaire and submitted to the CEO within ninety (90) days following completion of the construction and installation. Upon completion of the work, the Concessionaire shall forthwith provide the Airport with a certification by the engineer of record that the Improvements have been constructed and installed in accordance with the Final Plans.

E. At all times during the Term, all Improvements made to the Assigned Areas by the Concessionaire shall be and remain the property of the Concessionaire, including all Fixtures and New Advertising Concepts. Upon the expiration of the Agreement, the City shall require the Concessionaire to remove such Improvements and return the Terminals to their original condition, all to the satisfaction of the City. Such removal and restoration shall be made at the sole cost and expense of the Concessionaire. If the Agreement shall be terminated by the City prior to the expiration of Term all Improvements made to the Assigned Areas by the Concessionaire, including all Fixtures and New Advertising Concepts shall become property of the City.

8. Care and Maintenance

A. The Concessionaire shall provide or cause to be provided, at its own expense, all maintenance required for all Assigned Areas. Maintenance shall be first class and shall include, but not be limited to, janitorial service; the cleaning of all Improvements including Fixtures; painting; the repair

or replacement of all Improvements including Fixtures; the repair or replacement of lighting fixtures including bulbs, ballasts, starters and tubes. The Concessionaire shall keep neat and clean all areas immediately adjacent to Assigned Areas. Further, the Concessionaire shall provide lawful and adequate arrangement for the frequent and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the Concessionaire's operation. The Concessionaire shall provide and use compactor type metal receptacles or other City-approved alternate equipment for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets, or other similar items, on or about the Assigned Areas, is prohibited. The Concessionaire shall comply with any City recycling program required by law.

B. The Concessionaire shall keep all Improvements, including Fixtures, used in connection with its operation, whether owned by the City or the Concessionaire, in first-class condition, order and repair at all times. Should damage occur, repair and/or replacement shall be made by the Concessionaire to the satisfaction of the City, upon notice to such effect from the City. All Improvements, including Fixtures of any nature which in the opinion of the City are worn or damaged so as not to present a good appearance or become incapable of being kept in first-class working order must be removed and replaced by the Concessionaire upon notice to that effect from the City. All maintenance, repair and replacement of Improvements, including Fixtures and Advertisements shall be at the Concessionaire sole cost and expense.

C. The Concessionaire upon the termination of this Agreement shall, if requested by the City, consistent with Section 8 herein, remove the Improvements, including the Fixtures, and that property of any other person claiming by, through or under the Concessionaire, and quit and deliver the Assigned Areas to the City peaceably and quietly in as good order and condition as the same are now in or hereafter may be put in by the City or the Concessionaire, reasonable use and wear thereof excepted. If requested to be removed by the City, the Improvements, including the Fixtures, or property not removed by the Concessionaire at the termination of this Agreement, however terminated, may be considered abandoned and the City may dispose of the same as it deems expedient with reasonable cost thereof to be billed to the Concessionaire.

D. The Concessionaire shall not install any equipment of any kind or nature or make any Improvements whatsoever which may by itself or in combination with other equipment already in the Assigned Areas affect or necessitate any changes, replacements or additions to or require the use of the water system, plumbing system, heating system, air conditioning system, the electrical system, the sprinkler, fire alarm or data and communication systems of the Assigned Areas without the prior consent of the City (which consent shall be given or not given in a legally permissible manner and in a manner reasonable for the exercise of the City's municipal function) and which consent may be conditioned upon the payment by the Concessionaire of specific installation costs and/or special monthly charges.

9. Utilities

A. During the Term of this Agreement, the City shall provide the use of electrical power for the operation of all Fixtures installed by the Concessionaire in the initially identified Assigned Areas. The City shall endeavor to provide electrical power in a consistent and uninterrupted manner, but the City shall not be liable to the Concessionaire for any damages or losses of any nature whatsoever which may directly or indirectly result from the interruption, fluctuation and/or loss of such power. Concessionaire shall be responsible for the payment of all electrical power used by Concessionaire which charges shall be paid by Concessionaire monthly based upon the number of Fixtures of Concessionaire.

B. No failure to furnish, or no delay or interruption in, any service or services, whether

such service or services shall be supplied by the City or by others, shall relieve or be construed to relieve the Concessionaire of any of its obligations hereunder, or shall be construed to be an eviction by the City, or shall constitute grounds for any diminution or abatement of the fees and charges payable under this Agreement, or grounds for any claim by the Concessionaire for damages, consequential or otherwise.

C. The Concessionaire shall make its own arrangements for any and all of its telephone and other telecommunications requirements and shall be solely responsible for any and all costs associated therewith. The Concessionaire agrees that any and all telephone or other telecommunication installation and/or service charges associated with any and all equipment installed at the Airport shall be paid before their delinquency and that City shall be protected and held harmless therefrom by the Concessionaire.

10. **Inspection and Access**

The City reserves the right, through its authorized officers, employees and agents, to inspect the Assigned Areas at any reasonable time for the purpose of determining whether the Concessionaire has satisfactorily performed all obligations imposed upon the Concessionaire hereunder and for all other purposes incidental to or connected with the City's operation, maintenance and development of the Airport, including Airport modification, the City's performance of governmental functions, and the City's performance of its obligations hereunder. The City also reserves the right, as the City may deem reasonably necessary, to access any part of the Assigned Areas for the purpose of installing, maintaining, repairing or replacing thereon any water or sewer pipes, electrical lines, gas pipes or any other utilities.

11. **Management – Personnel**

A. The Concessionaire shall be responsible for the Program and shall apply to that Program the fiscal and administrative resources of its national sales organization, and shall also maintain and operate a locally based sale and administrative organization. Through its national and local organization, the Concessionaire shall provide a professional sales organization with the ability to solicit and sell international, national and local Advertisements for the Program.

B. The Concessionaire shall furnish at least one (1) full-time representative in Philadelphia experienced in the management and supervision of advertising display services comparable with those required for the development and implementation of the Program. The name, address and telephone number of the full-time representative who is to be submitted on the date hereof and the Concessionaire shall notify the City within two (2) business days of any changes thereto. Such representative(s) shall be delegated with sufficient authority and responsibility to insure proper operation and to render decisions and take action when required at the Airport respecting the Program.

C. The Concessionaire shall be responsible for the actions of its employees, agents, contractors and furnishers of service, and shall remove or reassign any employee, contractor or furnisher of service whose conduct the City finds detrimental to the best interest of the general public or the City. Accordingly, Concessionaire shall be responsible for compliance with the all of the Non-Discrimination requirements set forth in Section 20 of this Agreement and all ACDBE Requirements set forth in Section 21 of this Agreement.

12. **Ownership of Materials**

A. All Materials made or developed by the Concessionaire or its Subcontractor (other than Materials not owned by Concessionaire) shall be and remain the property of the Concessionaire until the expiration or earlier termination of this Agreement, at which time the Materials shall become the property of the City. Thereafter, the City shall have title to the Materials and unrestricted use thereof. To the extent

that any Materials relating to the Agreement developed by or for the Concessionaire embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. §101, as amended from time to time, the City and the Concessionaire agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by the Concessionaire for the City, as that term is used in 17 U.S.C. §§101 and 201(b), as amended from time to time. To the extent that any Materials relating to the Agreement developed by or for the Concessionaire embody one or more copyrightable works but are neither a "compilation" nor any other form of "work made for hire", the Concessionaire hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. The Concessionaire shall cause all Materials developed or produced by the Concessionaire in connection with the Agreement which embody a copyrightable work to bear the following designation: "© _____ City of Philadelphia" [complete then current year in blank line].

B. The Concessionaire shall make available to the City, upon the City's request, a copy of any Materials prepared by or for the Concessionaire in performance of the Agreement, at no cost to the City.

C. All computer programs, tapes and software developed under the Agreement shall be compatible with specifications set forth by the Airport.

D. Until the expiration or earlier termination of this Agreement, the Concessionaire hereby grants, and shall require its Subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricular, reports and other Materials not owned by the City under the Agreement but which relate to the Agreement; provided, however, that the Concessionaire shall not be required to grant such right to the City with respect to any Materials for which the Concessionaire would be liable to pay compensation to third parties because of such grant.

13. Insurance

A. Unless otherwise approved by the City's Risk Management Division in writing, the Concessionaire shall, at its sole cost and expense, procure and maintain in full force and effect, during the Term and any extension or renewal thereof, the types and minimum limits of insurance specified under this Agreement, or such greater amounts as the City shall, from time to time, require:

1. Worker's Compensation and Employer's Liability.

- (a) Worker's Compensation: Statutory Limits.
- (b) Employer's Liability: \$500,000 Each Accident - Bodily Injury by Accident; \$500,000 Each Employee – Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease,
- (c) Other states' insurance including Pennsylvania.

2. General Liability Insurance.

- (a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations.
- (b) Coverage: Premises operations; blanket contractual liability; personal

injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

3. Automobile Liability Insurance.

- (a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (b) Coverage: Owned, non-owned, and hired vehicles.

4. Umbrella Liability Insurance with limits totaling \$5,000,000 per occurrence when combined with insurance required under (1) Employer's Liability, (2) General Liability and (3) Automotive Liability above.

5. Property Insurance.

All risk property insurance covering all improvements, betterments, equipment, trade fixtures, merchandise, business personal property and any other property in Concessionaire's care, custody and control in the amount equal to the full replacement value of the property with no penalty for coinsurance, including coverage during any construction or renovation period.

6. Professional Liability Insurance.

- (a) Limit of Liability: \$2,000,000.
- (b) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the services required under this Agreement shall be maintained in full force and effect under the policy of "tail" coverage for a period of at least two (2) years after completion of the services.

B. With respect to the insurance listed above the following shall apply:

1. With the exception of the professional liability insurance, all of the foregoing policies shall be provided on an "occurrence" basis and not on a "claims made" basis;

2. The City of Philadelphia, its officers, employees and agents, shall be named as additional insureds on all liability insurance policies required hereunder except Worker Compensation and Employers' Liability, Property and Professional Liability Insurance. All such policies shall include an endorsement stating that the coverage afforded these parties as additional insureds will be primary to any other coverage available to them; with respect to the liabilities insured by Concessionaire under this Agreement.

3. Certificates of insurance evidencing the required coverage shall be submitted by Concessionaire to the Division of Aviation (Philadelphia International Airport, Terminal "D", Philadelphia, Pennsylvania, 19153, Attention: Airport Properties Manager) and the City's Risk Manager (1515 Arch Street, 14th Floor, Philadelphia, Pennsylvania, 19102-1595), before commencement of the Term. Concessionaire's failure to furnish certificates of insurance as required herein shall be considered as a default with a cure period of five (5) days. Thereafter, and without further notice to the Concessionaire, City may exercise any and all remedies set forth in this Agreement and at law or equity;

4. The City reserves the right to require Concessionaire to furnish written responses from its authorized insurance carrier representatives to all inquiries made pertaining to the insurance required under the Agreement at any time upon ten (10) days written notice to Concessionaire;

5. All insurance policies shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or not renewed. Prior to the expiration of each policy, Concessionaire shall deliver to City a certificate of insurance or certificates of insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

6. From time to time during the Term of the Agreement and in any event not more frequently than every year, the City may reasonably adjust the amounts and types of insurance coverage required to reflect changed circumstances affecting insurance requirements;

7. If the Concessionaire fails to cause such insurance to be maintained, City shall not be limited in the proof of any damages which the City may claim against Concessionaire or any other person or entity to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but City shall also be entitled to recover as damages, expenses of suit and costs, including without limitation, reasonable cancellation fees, suffered or incurred during any period when Concessionaire shall have failed or neglected to provide insurance as required herein; and.

8. The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Concessionaire to the City or to limit Concessionaire's liability under this Agreement to the limits of the policies of insurance required to be maintained by Concessionaire hereunder.

C. Concessionaire shall not do or suffer to be done, any matter or thing whereby, or in consequence whereof, the policy or policies of insurance shall become voided or suspended, or which increases the risk or hazard of fire in or on the Airport unless, in the latter case only, such increased risk or hazard is adequately insured in City's sole discretion and the use creating such increased risk or hazard is permitted hereunder.

D. Concessionaire shall not permit separate insurance to be carried which relates to the Airport and is concurrent in form or contributing, in the event of loss, with that required to be maintained under this Agreement, or increase or permit to increase the amounts of any then existing insurance relating to the Airport by securing an additional policy or additional policies, without including the applicable parties required in this section as insured parties or additional insured. Concessionaire immediately shall notify City whenever such separate insurance is obtained and deliver to the City certificates evidencing such policies and, upon request, Concessionaire shall furnish written responses from its authorized insurance carrier representatives to all inquiries made pertaining to such insurance at any time upon ten (10) days written notice to Concessionaire as required in this Section and in accordance with the procedures set forth herein.

14. **Assignment**

The Concessionaire shall not assign or transfer all or any part of this Agreement by operation of law or otherwise, without obtaining the prior written consent of City, which may be withheld or granted in the City's sole discretion. In the event an assignment or transfer is approved by City, such approval shall in no way relieve the Concessionaire of any contractual obligations assumed under this Agreement unless the City specifically consents thereto in its sole discretion, and such approval shall not constitute a waiver of strict future compliance by the Concessionaire with the provisions of this Section. Concessionaire further expressly agrees that any and all assignees approved by the City shall be obligated to

comply with all of the obligations and requirements of this Agreement, including but not limited to the ACDBE Requirements set forth in Section 21.

15. **Default and Remedies**

A. **Event of Default.** The occurrence of any of the following shall constitute a breach of the Agreement by the Concessionaire and an event of default hereunder:

1. A failure by the Concessionaire to pay, when due, fees or other charges due to the City including the Airport Fee where such failure continues for five (5) days after written notice thereof to Concessionaire;

2. A failure by the Concessionaire to observe and perform any other provisions, covenants, representations, warranties or other promises set forth in this Agreement to be observed or performed by the Concessionaire or with respect to any default under Section 15.A.6. below, where such failure continues for ten (10) days after written notice thereof to Concessionaire provided; that in the case of a default which cannot be cured within such ten (10) day period, it shall not be a default hereunder if Concessionaire shall have commenced to diligently pursue the cure of such default within such ten (10) day period. In no event shall Concessionaire have more than forty-five (45) days to cure any default hereunder;

3. The filing of a petition by or against the Concessionaire for relief as a bankruptcy or insolvency or for its reorganization or for the appointment pursuant to any local, state or federal assignment by the Concessionaire for the benefit of creditors; or the taking possession of the property of the Concessionaire by any local, state or federal governmental officer or agency or court-appointed official for the dissolution or liquidation of the Concessionaire or for the operating, either temporary or permanent, of the Concessionaire's business, provided, however, that if any such action is commenced against the Concessionaire the same shall not constitute a default if the Concessionaire causes the same to be dismissed or discharged within thirty (30) days after the filing of same;

4. If the Concessionaire shall fail to make productive use of the Assigned Areas;

5. If the Concessionaire shall abandon all or any part of the Assigned Areas or shall discontinue its operations in all or any part of the Assigned Areas; and/or

6. If the Concessionaire shall be in default under any other agreement with the City.

B. **Remedies of the City.**

1. Upon the occurrence of any event of default set forth in Section 15.A. the City, at its option, may take all or any of the following actions:

(a) The City shall be entitled to terminate this Agreement and recover: (i) all fees and other charges due to the City, including the Airport Fee, which have accrued prior to the date of said default and which is then due and payable; (ii) damages for the period following the termination of the Term, based upon any and all amounts which the Concessionaire would have been obligated to pay for the balance of the Term, as set forth in the financial projections (Proforma) attached hereto in Exhibit "A", Section 5.1.1 C. (Proforma), and the City may declare such sums to be immediately due and payable; and (iii) any and all sums under Section 15.D. If specifically stated by the City, this Agreement shall be deemed terminated and

the Concessionaire shall immediately quit and surrender to the City the Assigned Areas in accordance with Section 15.B.2.

(b) The City, at any time after the occurrence of any event of default, whether or not the Agreement has been terminated as aforesaid, may reenter and repossess the Assigned Areas and any part thereof with or without process of law, provided no undue force shall be used, and shall have the option, but not the obligation either in its own name, as agent for the Concessionaire if this Agreement has not been terminated or for its behalf if the Agreement has been terminated, to reassign all or any part of the Assigned Areas.

(c) Without terminating the Agreement, accelerate the whole or any part of the fees and other charges due to the City, including without limitation, the Airport Fees, for the entire unexpired balance of the Term, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Concessionaire, and any fees or other charges due to the City, including the Airport Fee or other charges, payments, costs and expenses if so accelerated shall, in addition to any and all installments of fees and other charges due to the City including the Airport Fees already due and payable and in arrears, and any other charge or payment herein reserved, included or agreed to be treated or collected as fees or other charges due to the City, including the Airport Fee and any other charge, expense or cost herein agreed to be paid by the Concessionaire which may be due and payable and in arrears, be deemed due and payable as if, by the terms and provisions of this Agreement, such accelerated fees, including the Airport Fees and other charges, payments, costs and expenses were on that date payable in advance.

2. In the event the City elects to terminate this Agreement, the City, at its option, may serve notice upon the Concessionaire that this Agreement and the then unexpired Term hereof shall cease and expire and become absolutely void on the date specified in such notice, without any right on the part of the Concessionaire thereafter to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Agreement and the Term hereof granted, as well as the right, title and interest of the Concessionaire hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to the Concessionaire's liability) as if the date fixed in such notice were the date herein stated for expiration of the Term. Thereupon, the Concessionaire shall immediately quit and surrender to the City the Assigned Areas by summary proceedings, detainer, ejectment or otherwise and remove itself and all other occupants thereof and, at the City's option, any property thereon without being liable to indictment, prosecution or damages therefor. No such expiration or termination of this Agreement shall relieve the Concessionaire of its liability and obligations under this Agreement, whether or not the Assigned Areas shall be reassigned, all of which shall survive such expiration or termination.

3. The Concessionaire further hereby expressly authorizes and empowers (which power is coupled with an interest) the City, upon the occurrence of an event of default, to exercise the remedy of self-help and to enter upon the Assigned Areas, distrain upon and remove therefrom all inventory, equipment, machinery, trade fixtures and personal property of whatsoever kind or nature, including the Improvements, whether owned by the Concessionaire or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City and the Concessionaire's officers, to conduct a private sale, by auction or sealed bid without restriction. The Concessionaire hereby waives the benefit of all laws, whether now in force or hereafter enacted, exempting any personal property on the Assigned Areas from sale or levy, whether execution thereon is had by order of any court or assistance or involvement of constables or the City and the Concessionaire's officer, or through self-help, private sale hereinabove authorized.

4. The City shall have the right of injunction, in the event of a breach or default or threat thereof by the Concessionaire of any of the agreements, conditions, covenants or terms hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to the City in this Agreement are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by the City, shall be deemed to be in exclusion of any other.

5. The Concessionaire expressly waives the benefits of all laws, now or hereafter in force, exempting any of the Concessionaire's property on the Assigned Areas or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement. The Concessionaire further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this Agreement, and does hereby voluntarily condemn the same and authorize the Prothonotary to enter a Writ of Execution or other process upon the Concessionaire's voluntary condemnation, and further agrees that said real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced by the City to recover possession under the Acts of Assembly, either at the end of the Term of any extension thereof or on sooner termination thereof, or for nonpayment-of-fees or other charges due to the City, including the Airport Fee or any other reason, the Concessionaire specifically waives the right to the three (3) months notice and/or the fifteen (15) or thirty (30) days notice required by the Act of April 5, 1957, No. 20, and agrees that five (5) days notice shall be sufficient in either or any such case. The right to enter judgment against the Concessionaire and to enforce all of the other provisions of this Agreement hereinabove provided for may be exercised by any assignee of the City's right, title and interest in this Agreement, in such assignee's own name, notwithstanding the fact that any or all assignments of said right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

THE FOLLOWING TWO SUBSECTIONS SET FORTH A WARRANT OR AUTHORITY FOR AN ATTORNEY AND/OR PROTHONOTARY TO CONFESS JUDGMENT AGAINST THE CONCESSIONAIRE. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE CONCESSIONAIRE, THE CONCESSIONAIRE HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND (ON THE ADVICE OF SEPARATE COUNSEL OF THE CONCESSIONAIRE IF THE CONCESSIONAIRE HAS USED COUNSEL IN REGARD TO ENTERING INTO THIS AGREEMENT) UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE CONCESSIONAIRE HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

6. If there is an event of default, the Concessionaire hereby empowers any prothonotary or attorney of any court of record to appear for the Concessionaire in any and all actions which may be brought for fees or other charges due to the City, including the Airport Fee and to sign for the Concessionaire an agreement for entering into any competent court a suit or suits, action or actions, for the recovery of fees or other charges due to the City, including the Airport Fee and, in such suit or suits or in such action or actions, **TO CONFESS JUDGMENT AGAINST THE CONCESSIONAIRE** for all or any part of such fees or other charges due to the City, including the Airport Fee including, at the City's option, the fees or other charges due to the City, including the Airport Fee for the entire unexpired balance of the Term, computed as aforesaid, and any other charges, payments, costs and expenses reserved as Fees or other charges due to the City, including the Airport Fee or agreed to be paid by the Concessionaire, and for interest and costs

together with an attorney's commission of five percent (5%) thereof. The foregoing power of attorney shall not be exhausted by any one exercise thereof, but judgment may be confessed as aforesaid from time to time and as often as any of the fees or other charges due to the City, including the Airport Fee shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the Term and during any extension thereof, but the City may file a true copy thereof at the time of the entry of such judgment or judgments.

7. When this Agreement shall be determined broken by condition, either during the Term or any extension thereof, and also when and as soon as the Term hereby created or any extension thereof shall have expired, it shall be lawful for any attorney as attorney for the City to file an agreement for entering in any competent court an action or suit and to **CONFESS JUDGMENT IN EJECTMENT AGAINST THE CONCESSIONAIRE** and all persons or entities claiming under the Concessionaire for the recovery by the City of possession of the Assigned Areas, for which this Agreement shall be sufficient warrant; whereupon, if the City so desires, a writ of habere facias possessionem may issue forthwith, without any prior writ or proceeding whatsoever, and provided that, if for any reason after such action shall have been commenced the same shall be determined and the possession of the Assigned Area hereby demised shall remain in or be restored to the Concessionaire, the City shall have the right, upon any subsequent default or defaults or upon the termination or expiration of this Agreement, to bring one or more actions or suits to recover possession of the Assigned Area. In any action or suit of ejectment, the City shall first cause to be filed in such action or suit an affidavit made by it or someone acting for it setting forth the facts necessary to authorize the entry of judgment, and, if a true copy of this Agreement (and of the truth of the copy of such affidavit shall be sufficient evidence) shall be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

8. The Concessionaire, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law, to redeem the Assigned Areas or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected therefrom by process of law or under the terms of this Agreement or after the termination of this Agreement as herein provided.

9. Neither this Agreement nor any rights or privileges hereunder shall be an asset of the Concessionaire in any bankruptcy, insolvency or reorganization proceeding. If the City shall not be permitted to terminate this Agreement because of the provisions of the United States Bankruptcy Code, the Concessionaire or any trustee for it shall, within ten (10) days upon request by the City to the Bankruptcy Court, assume or reject this Agreement unless all defaults hereunder shall have been cured, the City shall have been compensated for any monetary loss resulting from such default and the City shall be provided with reasonably adequate assurance of full and timely performance of all provisions, terms and conditions of this Agreement on the part of the Concessionaire to be performed.

10. The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in the Agreement shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Agreement or any act hereof, or the right of the party to thereafter enforce each and every such provisions, right or remedy. No waiver or any breach or default of this Agreement shall be held to be a waiver of any other or subsequent breach or default. The receipt by the City of fees or other charges due to the City, including the Airport Fee at a time when the fees or other charges due to the City, including the Airport Fee is in default under this Agreement, shall not be construed as a waiver of such default. The receipt by the City of a lesser amount than the fees or other charges due to the City, including the Airport Fee due shall not be construed to be other than a payment on account of the fees or other charges due to the City, including the Airport Fee then due, nor shall any statement on the Concessionaire's check or any letter accompanying the Concessionaire's check be

deemed an accord and satisfaction, and the City may accept such payment without prejudice to the City's right to recover the balance of the fees or other charges due to the City, including the Airport Fee due or to pursue any other remedies provided in this Agreement. No act or thing done by the City or the City's agents or employees during the Term and any extension thereof shall be deemed an acceptance of a surrender of the Assigned Areas, and no agreement to accept such a surrender shall be valid unless in writing and signed by the City.

C. The City's Right to Cure. The City may perform, in whole or in part, any obligation of which the Concessionaire is in default, and the Concessionaire shall pay on demand as fees or other charges due to the City, any expenditures made pursuant hereto and the amount of any obligations incurred in connection herewith, plus per annum interest at the Default Rate from the date of any such expenditure, and the City's performance shall not constitute a cure of such default by the Concessionaire.

D. The City's Expenses. The Concessionaire shall be responsible for all of the City's costs and expenses, including reasonable attorneys' fees, in enforcing any and all provisions of this Agreement in the event of a breach by Concessionaire. All such costs and expenses shall constitute additional fees or other charges due to the City and shall accrue interest at the Default Rate from the date of such expenditure, and shall be payable by the Concessionaire to the City immediately upon demand.

16. Remedies of The Concessionaire

The Concessionaire, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events:

A. If the City fails to permit free and unobstructed ingress and egress to and from the Assigned Areas in accordance with the provisions of this Agreement; or

B. If a court of competent jurisdiction issues an injunction against the City preventing or restraining the use of the Airport for airport purposes in its entirety, or the use of any part thereof which may be used by the Concessionaire and which is substantially necessary to the Concessionaire for its operation, and if such injunction remains in force for a period of one hundred and twenty (120) days or more; or

C. The withdrawal or cancellation by the United States of America or an authorized instrumentality thereof of the right of regularly scheduled airlines to operate at the Airport; or

D. Major damage to and/or destruction of the Assigned Areas, by fire or other casualty, when such damage/destruction is such that it shall substantially interfere with the Concessionaire's business at the Airport and the City is unable to complete required repairs and/or restoration of the Assigned Areas within ninety (90) days following the date of such damage and/or destruction.

17. Philadelphia 21st Century Minimum Wage and Benefits Standard

Concessionaire acknowledges that it is subject to Philadelphia Code Section 17-1303 and shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and to the extent Concessionaire provides health benefits to any of its employees, Concessionaire shall provide each full-time, non-temporary, non-seasonal covered employee health benefits at least as valuable as the least valuable health benefits that

are provided to any other full-time employees of Concessionaire, as more fully set forth at Philadelphia Code Chapter 17-1300. Concessionaire shall promptly provide to the City all documents and information verifying its compliance with the requirements of Chapter 17-1300. Furthermore, Concessionaire shall notify each affected employee what wages are required to be paid pursuant to Chapter 17-1300.

Prior to commencement of the Term or execution by the City of the Agreement, Concessionaire will certify to the satisfaction of the City that its employees are paid the minimum wage standard as provided by Chapter 17-1300.

If Concessionaire is subject to Chapter 17-1300 and fails to comply with its provisions, Concessionaire may, after notice and hearing before the City's Finance Director or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts for up to three (3) years. Furthermore, City Council may, by resolution adopted after a public hearing, determine that there are reasonable grounds to believe that an employer subject to Chapter 17-1300 has failed to comply with its provisions, and that if such failure is established, then debarment would be an appropriate remedy for such failure. A copy of any such adopted resolution shall be forwarded to the Finance Director, or such other officer or agency designated by the Mayor, who shall without undue delay provide appropriate notice and opportunity for hearing, and after such hearing, make a final determination as to whether there has been a violation of Chapter 17-1300 and whether debarment, as provided by Chapter 17-1300, should be imposed. Such debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300. The debarment procedure by Council resolution shall be in addition to any other procedure for debarment established under Chapter 17-1300. [The City's Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.]

18. Environmental Matters and Responsibilities

A. Environmental Definitions.

1. "Hazardous Substances" shall mean (i) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, hazardous chemicals, radioactive material, oil, petroleum, petroleum products or by products, crude oil, natural gas, natural gas liquids, hazardous chemical gases and liquids, volatile or highly volatile liquids, and/or synthetic gas, and shall include, without limitation, substances defined as "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances", "pollutants", or "contaminants", as those terms are used in any Environmental Law or at Common Law, and (ii) any and all other materials or substances that any governmental agency or unit having appropriate jurisdiction shall determine in generally applicable regulations from time to time are hazardous, harmful, toxic, dangerous or otherwise required to be removed, cleaned-up, or remediated.

2. "Environmental Law" shall mean all current and future federal, state, and local environmental safety or health laws, statutes, rules, regulations, ordinances, orders, or common law including, but not limited to, reported applicable decisions of any state or federal court and shall include, but not be limited to, the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. § 651 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*); the Toxic Substances Control Act, as amended, (15 U.S.C. § 2601 *et seq.*); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 5101 *et seq.*); the Clean Air Act, as amended, (42 U.S.C. § 7401 *et seq.*); the Clean Water Act, as amended (33 U.S.C. § 1251 *et seq.*); the Oil Pollution Act of 1990, as amended (33 U.S.C. § 2701 *et seq.*); the Safe Drinking Water Act, as amended (42 U.S.C. § 300 *et seq.*); the Air Pollution Control Act, 35 P.S. § 4005; the Federal

Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. § 136 *et seq.*); the National Oil and Hazardous Substances Pollution Contingency Plan (40 C.F.R. § 300.1 *et seq.*); the Pennsylvania Solid Waste Management Act, as amended (35 P.S. § 6018.101 *et seq.*); the Pennsylvania Hazardous Sites Cleanup Act, as amended (35 P.S. § 6020.101 *et seq.*); the Pennsylvania Clean Streams Law, as amended (35 P.S. § 691.1 *et seq.*); the Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. § 6021.101 *et seq.*); and the Pennsylvania Hazardous Material Emergency Planning and Response act, as amended (35 P.S. § 6022.101 *et seq.*), as any of the foregoing may hereinafter be amended; any rule or regulation promulgated pursuant thereto, and any other present or future law, ordinance, regulation, permit or permit condition, order, applicable directive or guideline addressing environmental, health, or safety issues of or by the federal government or the Commonwealth of Pennsylvania or other political subdivision thereof, or any agency, court or body of the federal government, or the Commonwealth of Pennsylvania or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

B. Compliance with Law.

1. The Concessionaire's conduct and operations shall at all times be in compliance with all statutes, ordinances, regulations, and orders now existing or hereafter enacted by any applicable authority or requirements of common law, including, but not limited to Environmental Laws, as defined herein. The Concessionaire shall obtain all permits, licenses, or approvals and shall make all notifications as required by law in connection with Concessionaire's operations at the Terminals and otherwise agreed upon outdoor locations. The Concessionaire shall at all times comply with the terms and conditions of any such permits, licenses, approvals, or notifications. In addition, the Concessionaire shall take similar precautions in connection with materials and substances used in the Concessionaire's operations at the Terminals and otherwise agreed upon outdoor locations which even if not regulated by law or requirements as aforesaid, may or could pose a hazard to the environment or the health or safety of the current or future occupants of the Terminals and otherwise agreed upon outdoor locations, or the owners or occupants of property adjacent to or in the vicinity of the Terminals and otherwise agreed upon outdoor locations ("Restricted Activities").

2. The Concessionaire shall immediately provide to the City copies of:

(a) applications or other materials submitted to any governmental agency in compliance with the Environmental Laws in connection with Concessionaire's operations at the Terminals and otherwise agreed upon outdoor locations;

(b) any notification submitted to any person pursuant to the Environmental Laws with respect to the existence of a potentially adverse environmental impact of a condition on the Terminals and otherwise agreed upon outdoor locations or related proceedings in connection with Concessionaire's operations at the Terminals and otherwise agreed upon outdoor locations;

(c) any permit, license, approval, or amendment or modification thereto granted pursuant to the Environmental Laws in connection with Concessionaire's operations at the Terminals and otherwise agreed upon outdoor locations;

(d) upon the City's request at reasonable times any record or manifest required to be maintained pursuant to the Environmental Laws in connection with Concessionaire's operations at the Terminals and otherwise agreed upon outdoor locations; and

(e) any notice of violation, summons, order, complaint, or any correspondence threatening or relating to any of the foregoing received by the Concessionaire pertaining to compliance with the Environmental Laws or in connection with Restricted Activities in connection with Concessionaire's operations at the Terminals and otherwise agreed upon outdoor locations.

C. Site Contamination. The Concessionaire shall not cause contamination of the Terminals and otherwise agreed upon outdoor locations arising from Restricted Activities or by Hazardous Substances as defined herein. The Concessionaire shall at all times handle Hazardous Substances, regulated substances, as well as all other materials and substances in connection with Restricted Activities in a manner which will not cause risk of contamination of the Terminals and otherwise agreed upon outdoor locations. For purposes of this section, the term "contamination" shall mean the uncontained presence of Hazardous Substances, regulated substances, or damage resulting from activities at the Terminals and otherwise agreed upon outdoor locations or arising from the Terminals and otherwise agreed upon outdoor locations.

D. Indemnification. The Concessionaire shall indemnify, defend and save harmless the City, its officials, officers, agents, boards, commissions, employees, successors and assigns from and against any and all claims (environmental or otherwise), liabilities, damages, impairments, penalties, fines or losses (civil or criminal), including, but not limited to, any penalty or fine imposed by any governmental agency, the expense of remediating, cleaning up or disposing of any Hazardous Substance or regulated materials and all legal expenses and fees incidental to the investigation and defense thereof (including, but not limited to legal fees, litigation fees, expert witness and/or consultant fees), causes of action (collectively, "Environmental Damages"), arising or caused by acts or omissions of the Concessionaire, including any said costs relating or arising from the Concessionaire's aggravation or contribution to any pre-existing condition. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

E. Environmental Removal and Disposal by The Concessionaire. The Concessionaire shall be responsible for the proper removal and disposal of all Hazardous Substances or other regulated materials as defined by City, State and Federal Regulations (whichever is applicable) generated by the Concessionaire, resulting from or arising from the Concessionaire's activities. Such removal and disposal shall include, but not be limited to, the Concessionaire manifesting such regulated substances under the Concessionaire's assigned Environmental Protection Agency Identification Number and ensuring that removal of such regulated materials from the Terminals and the Airport is accomplished in accordance with local, state and Federal regulations and guidelines. Additionally, environmental contamination which impacts the Terminals as a result of the Concessionaire's improper storage, handling or leakage of any of the Concessionaire's stored substances on the Terminals and otherwise agreed upon outdoor locations, shall be the sole responsibility of the Concessionaire. The Concessionaire shall also be responsible for the safe and proper removal of all regulated substances generated by the Concessionaire on the Terminals and otherwise agreed upon outdoor locations upon the termination of the Agreement.

F. Inspection. The City may, at reasonable times after reasonable advance notice and in the presence of an employee or agent of the Concessionaire, except in the event of an emergency, enter the Terminals and otherwise agreed upon outdoor locations to conduct reasonable inspections, tests, samplings, or other investigations in connection with the Concessionaire's obligations under the provisions of this Agreement.

G. Remedies.

1. The Concessionaire's breach of any provision of this Section shall be a material event of default under this Agreement and the City shall be entitled to exercise any and all remedies as set

forth in this Agreement, at law or equity. Nothing in this Section shall be construed or deemed to limit any remedies which the City may have against the Concessionaire hereunder, at law or equity.

2. The parties agree that the City, in its sole discretion, may obtain specific performance by the Concessionaire of any provision of this Section.

H. Survival. The provisions of this section shall survive the termination of this Agreement. No subsequent modification or termination of this Agreement or otherwise shall be construed to waive or to modify any provision of this section unless the termination or modification Agreement or other document so states in writing.

19. **The Concessionaire's Representation and Warranties**

A. The Concessionaire represents and warrants to the City that:

1. The Concessionaire is duly incorporated and validly existing under the laws of the State of Delaware and qualified to do business as a corporation under the laws of the Commonwealth of Pennsylvania with full legal right, power and authority to enter into and perform its obligations under this Agreement.

2. The Concessionaire has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by the Concessionaire and constitutes a legal, valid and binding obligation of the Concessionaire, enforceable against the Concessionaire in accordance with its terms, except that the enforceability thereof may be affected by bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally.

3. Neither the execution nor the delivery by the Concessionaire of this Agreement, nor the performance by the Concessionaire of its obligations in connection with the transactions contemplated hereby, or the fulfillment by the Concessionaire of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any applicable law, statute, ordinance or regulation including without limitation requirements of the Department of Licenses and Inspections and the Philadelphia Historical Commission, or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment or decrees, or any agreement or instrument, to which the Concessionaire is a party or by which the Concessionaire or any of its properties or assets are bound, or constitutes a default thereunder or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Concessionaire, except as stated herein.

4. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery of this Agreement by the Concessionaire, except such as have been duly obtained or made.

5. There is no action, suit or proceeding, at law or in equity, before any court or governmental authority, pending or, to the best of the company's knowledge, threatened, against the Concessionaire, wherein an unfavorable decision, ruling or finding would adversely affect the performance by the Concessionaire of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby.

6. Neither the Concessionaire nor any Affiliate of the Concessionaire (for the purpose of this Agreement, "Affiliate" shall mean (i) any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is owned or

controlled by, or is under common ownership or control with the Concessionaire; or (ii) any legal entity in which the Concessionaire, or any general partner of the Concessionaire or any shareholder owning greater than twenty percent (20%) of the voting shares of the Concessionaire or has an ownership interest greater than twenty percent (20%) has any unpaid debt due and owing the City and is not delinquent in the payment of any taxes due to the City, except such debts or obligations for which the Concessionaire or any affiliate of the Concessionaire has executed an agreement with the City through its Department of Revenue-to eliminate such delinquencies.

7. The Concessionaire has obtained a valid current business privilege license to do business in the City.

8. The Concessionaire's internal policies and procedures, with respect to the Airport, shall accurately reflect the City's advertising policies.

B. The Concessionaire shall deliver to the City at time of the Concessionaire's execution hereof:

1. A certified copy of its Charter and Bylaws;
2. A Good Standing Certificate from the Commonwealth of Pennsylvania; and
3. A certified Corporate Resolution authorizing the execution and delivery of this Agreement.

C. Neither the Concessionaire nor any Affiliate of the Concessionaire, nor any of the Concessionaire's directors, officers, members, partners or employees, shall have any interest nor shall they acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with the Concessionaire's performance under this Agreement.

D. The Concessionaire shall require each subcontractor of the Concessionaire to (i) hold a valid business privilege license to do business in Philadelphia, where required by applicable law, and (ii) to execute a Certificate of Non-Indebtedness (as provided herein), and, to the best of the Concessionaire's information and belief, the representations made in such Certificate(s) of Non-Indebtedness are or will be upon execution true and correct.

20. **Non-Discrimination**

A. **Local Requirements.**

1. This Agreement is entered into under the terms of the Philadelphia Home Rule Charter and in the exercise of the privileges herein granted, the Concessionaire shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, sex, sexual orientation or ancestry. Without limiting any other provision of this Agreement, the Concessionaire agrees to comply with Act 57 of 1998, 62 Pa.C.S. section 3701, the Fair Practices Ordinance of the City of Philadelphia (Section 9-1100 of the Philadelphia Code); Chapter 17-400 of the Philadelphia Code and the Mayor's Executive Order No. 4-86, as each may be amended from time to time.

2. The Concessionaire covenants and agrees that in accordance with Chapter 17-400 of the Philadelphia Code, payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation or physical handicap constitutes a substantial

breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law or equity.

(a) The Concessionaire agrees to include the immediately preceding section, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Agreement.

(b) The Concessionaire further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Philadelphia Code. Failure to so cooperate shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

3. Business Corporate and Slavery Era Insurance Disclosure. In accordance with Section 17-104 of The Philadelphia Code, immediately after execution of this Agreement, Concessionaire shall complete an affidavit certifying and representing that Concessionaire (including any parent company, subsidiary, exclusive distributor or company affiliated with Concessionaire) has searched any and all records of the Concessionaire or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The Concessionaire expressly agrees and understands that any false certification or representation in connection with the Business Corporate and Slavery Era Insurance Disclosure requirements of this Agreement shall constitute a substantial breach of this Agreement entitling City to all rights and remedies provided in this Agreement or otherwise available in equity or at law (including but not limited to Section 17-104 of The Philadelphia Code) and this Agreement will be deemed voidable. In addition it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

B. Federal Requirements.

1. The Concessionaire covenants and agrees that in its operation and use of the Airport it will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, sex, age, religion, disability, ancestry or national origin as required by Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d – 2000d.7; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 1141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; 49 CFR Parts 21, 23 and 26; as they may be amended from time to time, and in accordance with any and all other regulations promulgated under the foregoing Acts. . Noncompliance with this clause will constitute a material breach of this Agreement; therefore in the event of such noncompliance, the Concessionaire hereby authorizes the City to take such action as the Federal government may direct to enforce this covenant, and the Concessionaire also authorizes the Federal government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

2. The Concessionaire further covenants and agrees that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, as amended from time to time. The Concessionaire assures that it will require that its covered suborganizations provide assurances to the Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

3. Americans with Disabilities Act. Concessionaire understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from providing services or materials under this Agreement. By executing and delivering this Agreement, Concessionaire covenants to comply with all provisions of the Americans With Disabilities Act (the "ADA"), 43 U.S.C. Sections 12101 – 12213, and all regulations promulgated thereunder, as they may be amended from time to time, which are applicable to: (a) Provider; (b) the benefits, services, materials, activities, facilities and programs provided in connection with this Agreement; (c) the City; (d) the Commonwealth of Pennsylvania; (e) the benefits, services, materials, activities, facilities and programs of either the City or the Commonwealth; and (f) any funds provided under this Agreement by the federal government, which are applicable to the federal government and its funds, benefits, services, activities, facilities and programs applicable to this Agreement, including but not limited to the ACDBE Program. Without limiting the applicability of the preceding sentence, Concessionaire shall comply with the "General Prohibitions Against Discrimination, 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

4. Limited English Proficiency. Concessionaire understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to any services provided under this Agreement on the basis of that limitation. As a condition of accepting and executing this Agreement, Concessionaire shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States Executive Order No. 12250, the Mayor of the City of Philadelphia's "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency, dated September 29, 2001, and any regulations promulgated under the foregoing Act or executive orders, which are applicable to: (a) Provider; (b) the benefits, services, materials, activities, facilities and programs provided in connection with this Agreement; (c) the City; (d) the Commonwealth of Pennsylvania; (e) the benefits, services, materials, activities, facilities and programs of either the City or the Commonwealth; (f) any funds provided under this Agreement by the federal government, which are applicable to the federal government and its funds, benefits, services, activities, facilities and programs applicable to this Agreement, including but not limited to the ACDBE Program. Without limiting the applicability of the preceding sentence, Concessionaire shall comply with 45 CFR 80, et. seq., and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

21. Disadvantaged Business Enterprise Requirements.

A. This Agreement is subject to the requirements of the U.S. Department of Transportation Regulations 49 CFR Parts 23 and 26. Accordingly, Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Concessionaire shall include the foregoing statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters, and cause those businesses to similarly include the statements in further agreements.

B. For purposes of this Agreement, "Airport Concession Disadvantaged Business Enterprise" or "ACDBE" means an entity meeting the definition of airport concession disadvantaged business enterprise as defined in the U.S. Department of Transportation Regulation Title 49, Code of Federal Regulations, Part 23, Section 3, as may be amended from time to time. In addition, "ACDBE Program" means the ACDBE Program submitted every three (3) years by the City of Philadelphia for Philadelphia International Airport to the Federal Aviation Administration, in accordance with 49 CFR Parts 23 and 26.

C. Concessionaire covenants to fully carry out and comply with all of the requirements of the U.S. Department of Transportation Regulations at 49 CFR Parts 23 and 26, its obligations under this Agreement for ACDBE participation, and its obligations under the City's current ACDBE Program (all of which shall hereafter be collectively referred to as the "**ACDBE Requirements**"). Concessionaire's non-compliance with the ACDBE Requirements shall constitute an Event of Default under this Agreement. Without limitation, Concessionaire shall employ disadvantaged persons, (including minorities and females) as defined in 49 CFR Part 23, and utilize ACDBE firms in the provision of goods and services such as equipment, supplies, uniforms, security and legal services in accordance with the goals in the City's current ACDBE Program, as required by 49 Part CFR 23. Nothing in this Agreement shall be interpreted to require Concessionaire to participate in any local diversity program which conflicts with 49 CFR Parts 23 and 26.

D. Concessionaire understands and agrees that, from time to time, during the Term of this Agreement, the City shall conduct compliance reviews to insure that Concessionaire is in compliance with the ACDBE Requirements. Concessionaire shall cooperate fully with the City including but not limited to the Deputy Mayor of Transportation and Utilities (or his or her designee or successor), the CEO or his designee, and any other government agency with jurisdiction over Concessionaire's compliance with the ACDBE Requirements. Said cooperation shall include, but shall not be limited to: (i) providing any information, documentation, etc., required by the City or any other government agency involved in monitoring compliance with the ACDBE Requirements within five (5) days of said request; (ii) complying with the City's requirements for approving ACDBE substitutions or other participation substitutions, which shall include without limitation advance written approval from the City for all ACDBE substitutions or other participation substitutions; and (iii) complying with the City's requirements for participation in the ACDBE Program or otherwise satisfying the ACDBE Requirements or complying with any other matter within the City's authority, obligations and/or responsibilities.

E. In addition to any other record requirements stated in this Agreement and to confirm Concessionaire's compliance with the ACDBE Requirements, Concessionaire shall (i) retain all records related to ACDBE participation and Concessionaire's performance under the ACDBE Requirements for a period of at least five (5) years following the termination of this Agreement; and (ii) conduct annual independent audits of Concessionaire's finances and provide copies of Concessionaire's annual audited financial statements to the City; and (iii) include in a Monthly Report, Quarterly Report and an Annual Report a summary of all ACDBE activities, including without limitation all gross advertising sales which shall be reported separately for the ACDBE subcontractor and the Concessionaire, as well as a report of the employment utilization of disadvantaged persons, as defined by 49 CFR Part 23, demonstrating compliance with the ACDBE Requirements and such other information relative to Concessionaire's compliance as City may reasonably require; and (iv) produce all of the above in accordance with Section 21.D above.

F. Concessionaire further agrees to comply with the following additional requirements:

1. Concessionaire shall fulfill its ACDBE Requirements under this Agreement by subcontracting a minimum of thirteen and six tenths percent (13.6%) of its local advertising sales to one or more ACDBE firms under a written subcontract for that purpose, an executed copy of said ACDBE subcontract shall be provided to the City within thirty (30) days of the execution of this Concession Agreement for approval by the City in accordance with the City's standard subcontractor approval and ACDBE Program requirements; and

2. Accordingly, said ACDBE shall be at least 51% owned by a disadvantaged person, as required by 49 CFR Part 23; and

3. Said ACDBE shall be certified as an ACDBE by the Pennsylvania Unified Certification Program (PaUCP) at all times during the Term of this Agreement, provided, however, that if the ACDBE fails to maintain its status as a certified ACDBE by PaUCP during the term of the this

Agreement due to the ACDBE no longer meeting the statutory or regulatory requirements for ACDBE total gross sales or the statutory or regulatory personal net worth requirements such failure shall not be considered a default under this Agreement, so long as the City continues fully to count Concessionaire's ACDBE participation, as described in this Section 21; and

4. Concessionaire further agrees it shall comply (unless such compliance is waived by City or otherwise to the extent required under applicable law) in full with the terms and conditions outlined in Exhibit C attached hereto and made a part hereof. Concurrently with the execution of this Agreement, Exhibit C shall be promptly and fully completed and executed by Concessionaire and shall contain the requested information, including the contract commitment amounts, for each and every ACDBE subcontractor performing under this Agreement. Concessionaire understands and agrees that any false certification or representation on Exhibit C is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

G. Concessionaire's failure to comply with its obligations under this Section 21 shall be a material default under this Agreement, subject to the terms and provisions of Section 15 of this Agreement. City may, in addition to any other rights and remedies it has under this Agreement, at law or in equity, including termination of this Agreement, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

1. Debar Concessionaire from proposing on and/or participating in any future contracts for a maximum period of three (3) years.

2. Recover as liquidated damages, i.e. without institution of civil lawsuit, one percent (1%) of the total dollar amount of the Contract, which amount shall include any increase by way of amendments to the Contract, for each one percent (1%) (or fraction thereof) of the shortfall in contract commitment(s) with Provider's ACDBE subcontractor(s), as set forth on Exhibit C.

H. The provisions and remedies set forth in this Section and this Agreement are for the sole and exclusive benefit of the City. The City's failure to enforce any provision or the City's indulgence of any non-compliance of the ACDBE Requirements shall not operate as a waiver of any of the City's rights in connection with this Agreement nor shall it give rise to any third parties, including the ACDBE subcontractor(s) identified in Exhibit C. No privity of contract exists between the City and any ACDBE subcontractor identified in Exhibit C or any other ACDBE subcontractor providing services to Concessionaire. The City does not intend to confer upon any such ACDBE subcontractor(s) any legal rights or remedies in connection with any subcontracted services by reason of this Agreement

22. Supervening Law

A. No Exclusive Right. Nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act or any other statute, ordinance, regulation or policy of any governmental agency having jurisdiction over the Airport and/or the activities that take place at the Airport.

B. Subordinate to United States Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Aviation Act of 1958, as amended, or any future act affecting the operation or maintenance of the Airport.

C. Required Changes. In the event that the Federal Aviation Administration requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement, then the

Concessionaire agrees that such changes as may be reasonably required to enable the City to obtain said funds shall be permitted.

23. **Indemnification, Hold Harmless, Liability**

A. **Indemnity.** Except to the extent of the sole negligence or willful misconduct of the City, its officers, agents and employees, the Concessionaire shall indemnify, defend and hold harmless the City, its agents, employees, boards, and commissions from and against any and all suits, claims, causes of action, liabilities, losses, costs and expenses (including without limitation, reasonable attorneys' fees) of every kind relating to or arising in connection with:

1. Any act or omission of the Concessionaire, its agents, directors, officers, owners, employees, members, contractors, subcontractors, subtenants, the Concessionaires or invitees in, on or about the Airport, in connection with activities at the Airport;

2. Any act or omission of the Concessionaire, its agents, directors, officers, owners, employees, members, contractors, subcontractors, subtenants, the Concessionaires, or invitees regarding any use, nonuse, possession, occupation, condition, operation, maintenance, construction, or management of the Airport;

3. Any accident, injury, death or damage to any person or property at the Airport caused, in whole or in part, by the Concessionaire, its agents, directors, officers, owners, employees, members, contractors, subcontractors, the Concessionaires, or lessees;

4. Any breach, violation or nonperformance of any covenant, term or condition of this Agreement to be performed or observed by the Concessionaire, or of any restrictions of record, or of any laws, ordinances, statutes, rules, codes or regulations, affecting Concessionaire's activities or use of the Airport;

5. Any Improvements made by the Concessionaire at the Airport; and

6. Any tax payable by the Concessionaire attributable to the execution, delivery or recording of this Agreement.

B. **Defense of Proceedings.** In case any action or proceeding is brought against the City by reason of any matter referred to in this section, the Concessionaire shall at the Concessionaire's sole cost and expense, resist or defend such action or proceeding by counsel approved by the City in writing, provided that the City may engage at its expense its own counsel to participate in the defense of any such action.

C. **No Waiver.** Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement shall waive, or be construed to waive, any power or authority of the City under all applicable laws, ordinances, statutes, rules and regulations.

D. **Survival of Obligations.** The provisions of this section as they apply to occurrences, or actual or contingent liabilities arising during the Term of this Agreement shall survive the expiration or any--earlier termination of this Agreement.

E. **Application of Environmental Obligations.** Subject to the provisions of Section 18.D., the indemnification and liability to the City by the Concessionaire as set forth above in this Section, shall also apply to any and all environmental matters and shall also include but not be limited to the Concessionaire's duty to pay any fines and satisfy any punitive measures imposed upon the City

by governmental agencies and the Concessionaire's duty to pay the City for any costs or liability incurred by the City in connection with safety measures, containment and/or clean-up of environmental matters.

24. Airport Security Program and Safety Restrictions

A. In accordance with regulations issued by the U.S. Department of Transportation, Transportation Security Administration ("TSA"), and found at 49 Code of Federal Regulations ("CFR") Part 1542, airports are required to have TSA-approved security programs. These programs are designed to control access to certain areas of airports and to control the movement of people and vehicles within those areas. City has a TSA-approved security program for the Airport. Concessionaire is required, at all times during the Term, to be familiar with and to comply with City's security program for the Airport. Failure to comply with the City's TSA-approved security program shall be a material breach of this Agreement and, in addition to all other rights and remedies of the City hereunder, at law or in equity, City shall be entitled to terminate this Agreement without liability to City and, upon such termination, Concessionaire shall be liable to the City for all outstanding fees and charges and all costs, including attorney costs, expenses and damages arising out of such termination.

B. In the use of the ramps, roads, streets, corridors, hallways, stairs and other common areas of the Airport as a means of ingress and egress to, from and about the Airport, and also in the use of portions of the Airport to which the general public is admitted, the Concessionaire shall comply (and shall require its employees, invitees and others doing business with it to comply) with the ordinances, rules and regulations of the City which are now in effect or which may hereafter be in effect for the safe and efficient operation of the Airport. Concessionaire and its employees shall not have any right hereunder to park vehicles at the Airport except in parking areas designated as such by the Airport.

C. Concessionaire shall furnish all personnel who are authorized access to restricted Airport areas with such identification, as the Airport security program requires. Upon execution of this Agreement, the Concessionaire shall furnish the City with a list of the names and additional pertinent data of persons who are authorized access to restricted Airport areas and Concessionaire shall update said list as appropriate.

25. City Status

The City's obligations hereunder shall be binding upon the City only for a period of time that the City is in ownership of the Airport; and, upon termination of that ownership, the Concessionaire, except as to any obligations which have then matured, shall look solely to the City's successor in interest in the Airports for the satisfaction of each and every obligation of the City hereunder. The City shall have no personal liability under any of the terms, conditions or covenants of this Agreement and the Concessionaire shall look solely to the equity of the City in the Airport and no other assets for the satisfaction of any claim, remedy or cause of action accruing to the Concessionaire.

26. Notices

Except as otherwise provided here-in, all notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, by facsimile or by a nationally recognized and receipted overnight courier service (such as Federal Express) guaranteeing next business day delivery, addressed as follows:

If to the City:

Division of Aviation
Terminal D
Philadelphia International Airport
Philadelphia, Pennsylvania 19153
Attention: Chief Executive Officer

with a copy to:

City of Philadelphia Law Department
1515 Arch Street, 16th Floor
Philadelphia, Pennsylvania 19102
Attention: Divisional Deputy City Solicitor-Transportation Division

If to the Concessionaire:

Clear Channel Outdoor, Inc.
d/b/a Clear Channel Airports
4635 Crackersport Road
Allentown, PA 18104

with a copy to:

General Counsel
Clear Channel Outdoor, Inc.
2325 E. Camelback Road, Suite 400
Phoenix, AZ 85016

or to such other addresses of which the City or the Concessionaire shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the third (3rd) business day after proper mailing thereof (in the case of United States registered or certified mail) or on the date of the delivery thereof by facsimile or a courier service as aforesaid, and may be given on behalf of either party by its counsel.

27. Certification of Non-Indebtedness

A. The Concessionaire Not Indebted. The Concessionaire hereby certifies and represents that the Concessionaire and the Concessionaire's parent company(ies) and subsidiary(ies), if any, are not currently indebted to the City and will not at any time during the term of this Agreement (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity;--the-Concessionaire acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the termination of this Agreement for default (in which case the Concessionaire shall be liable for all excess costs and other damages resulting from the termination).

B. Requirement for Subcontractors. The Concessionaire shall require all subcontractors performing work in connection with this Agreement to be bound in writing by the following provision and the Concessionaire shall cooperate with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor hereby certifies and represents that Subcontractor and Subcontractor's

parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the Term of the Concessionaire's Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination)."

28. **Northern Ireland Provision**

A. In accordance with Section 17-104 of The Philadelphia Code, the Concessionaire, by execution of this Agreement certifies and represents that (i) the Concessionaire (including any parent company, subsidiary, exclusive distributor or company affiliated with the Concessionaire) does not have, and will not have at any time during the term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless the Concessionaire has implemented the fair employment principles embodied in the MacBride Principles.

B. In the performance of this Agreement, the Concessionaire agrees that it will not utilize any suppliers, subcontractors or subconsultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, managements agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, subconsultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. The Concessionaire further agrees to include the provisions of this subsection, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of this Agreement.

C. The Concessionaire agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. The Concessionaire expressly understands and agrees that any false certification or representation in connection with this section and/or any failure to comply with the provisions of this section shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

29. **Miscellaneous Provisions**

A. **City Council Approval.** Prior to the execution by the City, Council for the City of Philadelphia shall have approved by Ordinance signed by the Mayor, the execution of this Concession Agreement.

B. **Force Majeure.** Either party shall be excused for the period of any delay in

the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the City's or the Concessionaire's control which shall include, without limitation, all labor strikes, inability to obtain any material or services, civil commotion or Acts of God.

C. Successors. The respective rights and obligations provided in this Agreement shall bind and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

D. Governing Law. This Agreement shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

E. Severability. If any provisions of this Agreement or portions thereof shall be held to be invalid, void or unenforceable, the remaining provisions of this Agreement or portions thereof shall in no way be affected or impaired and such remaining provisions or portions thereof shall remain in full force and effect.

F. Captions. Any heading preceding the text of the several sections and subsections hereof are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

G. Waiver of Jury Trial. It is mutually agreed that the City and the Concessionaire hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other as to any matters arising out of or in any way connected with this Agreement.

H. Records. In accordance with applicable FAA regulations, all records concerning the Agreement are subject to inspection by any duly authorized agent of the United States Secretary of Transportation upon reasonable request.

I. Time of the Essence. It is expressly understood and agreed that with respect to all responsibilities, covenants and conditions of the Concessionaire herein, time is of the essence of this Agreement. All payments are due by 5:00 p.m. on the due date.

J. No Joint Venture. The parties do not intend to create, and nothing contained in this Agreement shall be construed as creating, a joint venture arrangement or partnership or association between the City and the Concessionaire. Nothing contained in this Agreement is intended to create or establish any relationship other than specified in this Agreement, and nothing herein shall be construed to make the Concessionaire the representative or agent of the City for any purpose whatsoever.

K. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the parties hereto, any rights, remedies, or other benefits under or by reason of this Agreement.

L. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

M. Order of Precedence. In the event of a direct conflict between a general and a specific provision in this Agreement, the specific provision shall have precedence to the extent not unlawful or contrary to public policy. In addition, in the event of a direct conflict between this Agreement, the RFP and/or the Proposal, the following shall be order of precedence to which the Concessionaire and the City shall be bound: (1) Agreement, (2) RFP, (3) Proposal.

N. Entire Agreement. This Agreement, including the Exhibits, contains all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and proposals (either written or oral). This Agreement may not be modified or terminated orally or in any manner other than by an Agreement in writing signed by both parties hereto or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers as of the day and year first above written.

Approved as to form:
Shelley R. Smith
City Solicitor

By: _____
Senior Attorney

THE CITY OF PHILADELPHIA
acting through its Procurement Department

By: _____
Hugh Ortman
Procurement Commissioner

Approved as to form:
Shelley R. Smith
City Solicitor

By: _____
Senior Attorney

THE CITY OF PHILADELPHIA
acting through its Department of Commerce,
Division of Aviation

By: _____
Rina Cutler
Deputy Mayor, Transportation and Utilities

ATTEST/CORPORATE SEAL

By: _____

Attest: _____

Its: _____
Secretary or Treasurer

CONCESSIONAIRE:

CLEAR CHANNEL OUTDOOR, INC.
d/b/a CLEAR CHANNEL AIRPORTS

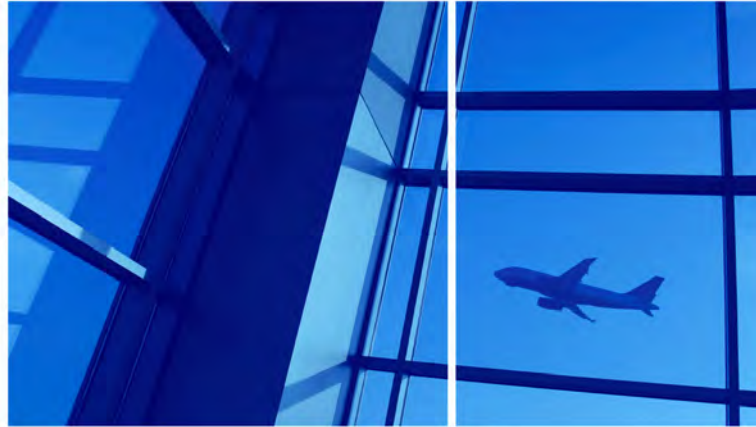
By: _____

Name: _____

Its: _____
President or Vice President

(Corporate Seal)

Proposal for the development and operation of
AIRPORT ADVERTISING
at the Philadelphia International Airport







5.1

Required Forms

5.1

5.1.1

PROPOSAL FORM

FINANCIAL CONSIDERATION

- A. Combined Airport Advertising Program, and Network Programming and Advertising Services Concept
(7 Year Term)
- B. Combined Airport Advertising Program, and Network Programming and Advertising Services Concept
(Alternative Approach - 7 Year Term with 3 year option)*
- C. Airport Advertising Program Only
(7 Year Term)
- D. Airport Advertising Program Only
(Alternative Approach - 7 Year Term with 3 year option)*

* As provided for by Addendum No. 1, answer to question 42.

A. Combined Airport Advertising Program, and Network
Programming and Advertising Services Concept
(7 Year Term)

5.1 Proposal Form:

INSTRUCTIONS: The information and materials requested in this Section 5 must be completed in accordance with the terms and conditions of this RFP. Eight (8) original Proposals must be submitted to the address listed in Section 1.3.

5.1.1 Financial Consideration

The Financial Consideration to be paid to the City will be the greater of:

Year 1: \$2,700,000 + \$100,000 (See following sheet for additional years)*; Minimum Annual Guarantee ("MAG"); or 65%, 60%, 25%** percent (%) of Annual Gross Revenues.

Please submit a Business Plan or Proforma to support the Financial Consideration figures.

Proposed Capital Investment:

\$3,270,139

Submitted by:

Name: Toby Sturek
Company: Clear Channel Outdoor, Inc., d/b/a Clear Channel Airports
Address: 4635 Crackersport Road
Allentown, PA 18104

Telephone: 610-395-8002 or 877-422-8326
Facsimile: 610-395-4450
E-mail: TobySturek@clearchannel.com

The Proposer hereby submits to The City of Philadelphia, through its Procurement Department, this Proposal for the right and obligation to develop and operate airport advertising program(s) at PHL as described herein in the attached RFP including any written addendum.

*As provided for by Addendum #1, answer to question 20 and 41.

**As provided for by Addendum #1, answer to question 21 and 40.

Yearly Minimum Annual Guarantee (“MAG”)*

	AIRPORT ADVERTISING PROGRAM		NETWORK PROGRAMMING AND ADVERTISING SERVICES CONCEPT		TOTAL
YEAR					
Year 1:	\$2,700,000		\$100,000		\$2,800,000
Year 2:	\$2,700,000	^	\$100,000	^	\$2,800,000
Year 3:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 4:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 5:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 6:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 7:	\$3,000,000	^	\$100,000	^	\$3,100,000
TOTAL 7 YEAR MAG:	\$20,400,000		\$700,000		\$21,100,000

*As provided for by Addendum No. 1, answer to question 20 and 41.

^Or 85% of previous year % payment, whichever is higher

OR

AIRPORT ADVERTISING PROGRAM		NETWORK PROGRAMMING AND ADVERTISING SERVICES CONCEPT
65%**	Airport Advertising Program Static Displays and Airport Owned Digital Equipment (i.e. Airport Owned Screens in FID Banks and Website Advertising/Sponsorship)	25%
60%**	Airport Advertising Program Digital Displays	

**As provided for by Addendum No. 1, answer to question 21 and 40.

PROFORMA

A. Combined Airport Advertising Program, and Network Programming and Advertising Services Concept - (7 Year Term)

CLEAR CHANNEL AIRPORTS
PHILADELPHIA INTERNATIONAL AIRPORT

Income Statement

Advertising Program Static Displays/Airport Owned Digital Equipment Revenue
Advertising Program Digital Display Revenue
Network Program Revenue

Total Net Revenue

Growth (%)

Concession Payment

Minimum Annual Guarantee - Advertising Program [A1]

Minimum Annual Guarantee - Network Program [A2]

MAG as % of Net Revenue

Percentage Fee on Static + Airport Owned Advertising Displays [B1]

Percentage Fee on Digital Advertising Displays [B2]

Percentage Fee on Network Program [B3]

Total Concession (Greater of A1 or B1+B2 + Greater of A2 or B3)

Concession Payment %

Gross Profit

Gross Margin (%)

Operating Expenses

Salaries/Wages

Commissions (percent of revenue)

Clear Vision Partnership (45% of Gross Profit)

Utilities and Telephone

Maintenance/Cleaning/Supplies

Public Relations

Rent/Office

Selling Expenses (Travel & Entertainment)

Insurance/Performance Bond

Administration

Total OPS Expense

Operating Expenses (as % of Revenue)

EBITDA

EBITDA Margin (%)

Less: Depreciation & Amortization

EBIT

EBIT Margin (%)

PRIMARY TERM							TOTAL
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
\$2,500,000	\$2,750,000	\$3,000,000	\$3,150,000	\$3,307,500	\$3,406,725	\$3,508,927	\$21,623,152
2,000,000	2,250,000	2,500,000	2,625,000	2,756,250	2,838,938	2,924,106	17,894,293
300,000	400,000	500,000	525,000	540,750	556,973	573,682	3,396,404
\$4,800,000	\$5,400,000	\$6,000,000	\$6,300,000	\$6,604,500	\$6,802,635	\$7,006,714	\$42,913,849
N/A	12.5%	11.1%	5.0%	4.8%	3.0%	3.0%	
2,700,000	2,700,000	3,000,000	3,000,000	3,079,125	3,233,081	3,330,074	21,042,280
100,000	100,000	100,000	106,250	111,563	114,909	118,357	751,079
56.3%	50.0%	50.0%	47.6%	46.6%	47.5%	47.5%	
65% 1,625,000	1,787,500	1,950,000	2,047,500	2,149,875	2,214,371	2,280,802	14,055,049
60% 1,200,000	1,350,000	1,500,000	1,575,000	1,653,750	1,703,363	1,754,463	10,736,576
25% 75,000	100,000	125,000	131,250	135,188	139,243	143,420	849,101
\$2,925,000	\$3,237,500	\$3,575,000	\$3,753,750	\$3,938,813	\$4,056,977	\$4,178,686	\$25,665,726
60.9%	60.0%	59.6%	59.6%	59.6%	59.6%	59.6%	59.8%
\$1,875,000	\$2,162,500	\$2,425,000	\$2,546,250	\$2,665,688	\$2,745,658	\$2,828,028	\$17,248,123
39.1%	40.0%	40.4%	40.4%	40.4%	40.4%	40.4%	40.2%
195,084	200,936	206,964	213,173	219,568	226,155	232,940	1,494,821
204,750	227,500	250,250	262,763	275,901	284,178	292,703	1,798,044
90,000	135,000	168,750	177,188	182,503	187,978	193,618	1,135,036
30,335	31,245	32,182	33,148	34,142	35,166	36,221	232,439
88,173	90,819	93,543	96,349	99,240	148,860	156,303	773,288
75,000	24,000	24,000	24,000	24,000	24,000	24,000	219,000
15,753	16,226	16,713	17,214	17,730	18,262	18,810	120,709
11,365	11,706	12,057	12,419	12,791	13,175	13,570	87,084
6,268	6,456	6,650	6,849	7,055	7,266	7,484	48,029
271,000	298,000	325,000	338,500	352,203	361,119	370,302	2,316,123
\$987,728	\$1,041,888	\$1,136,109	\$1,181,602	\$1,225,133	\$1,306,160	\$1,345,952	\$8,224,572
20.6%	19.3%	18.9%	18.8%	18.5%	19.2%	19.2%	19.2%
\$887,272	\$1,120,612	\$1,288,891	\$1,364,648	\$1,440,554	\$1,439,498	\$1,482,076	\$9,023,551
18.5%	20.8%	21.5%	21.7%	21.8%	21.2%	21.2%	21.0%
467,163	467,163	467,163	467,163	467,163	467,163	467,163	3,270,139
\$420,109	\$653,450	\$821,728	\$897,485	\$973,392	\$972,335	\$1,014,913	\$5,753,412
8.8%	12.1%	13.7%	14.2%	14.7%	14.3%	14.5%	13.4%

B. Combined Airport Advertising Program, and Network
Programming and Advertising Services Concept
*(Alternative Approach - 7 Year Term with 3 year option)**

* As provided for by Addendum No. 1, answer to question 42.

5.1 Proposal Form:

INSTRUCTIONS: The information and materials requested in this Section 5 must be completed in accordance with the terms and conditions of this RFP. Eight (8) original Proposals must be submitted to the address listed in Section 1.3.

5.1.1 Financial Consideration

The Financial Consideration to be paid to the City will be the greater of:

Year 1: \$2,700,000 + \$100,000 (See sheet for additional years)*: Minimum Annual Guarantee ("MAG"); or 65%, 60%, 25%** percent (%) of Annual Gross Revenues.

Please submit a Business Plan or Proforma to support the Financial Consideration figures.

Proposed Capital Investment:

\$4,461,539

Submitted by:

Name: Toby Sturek
Company: Clear Channel Outdoor, Inc., d/b/a Clear Channel Airports
Address: 4635 Crackersport Road
Allentown, PA 18104

Telephone: 610-395-8002 or 877-422-8326
Facsimile: 610-395-4450
E-mail: TobySturek@clearchannel.com

The Proposer hereby submits to The City of Philadelphia, through its Procurement Department, this Proposal for the right and obligation to develop and operate airport advertising program(s) at PHL as described herein in the attached RFP including any written addendum.

*As provided for by Addendum #1, answer to question 20 and 41.

**As provided for by Addendum #1, answer to question 21 and 40.

Yearly Minimum Annual Guarantee (“MAG”)*

	AIRPORT ADVERTISING PROGRAM		NETWORK PROGRAMMING AND ADVERTISING SERVICES CONCEPT		TOTAL
YEAR					
Year 1:	\$2,700,000		\$100,000		\$2,800,000
Year 2:	\$2,700,000	^	\$100,000	^	\$2,800,000
Year 3:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 4:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 5:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 6:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 7:	\$3,000,000	^	\$100,000	^	\$3,100,000
TOTAL 7 YEAR MAG:	\$20,400,000		\$700,000		\$21,100,000
Year 8:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 9:	\$3,000,000	^	\$100,000	^	\$3,100,000
Year 10:	\$3,000,000	^	\$100,000	^	\$3,100,000
TOTAL 10 YEAR MAG:	\$29,400,000		\$1,000,000		\$30,500,000

*As provided for by Addendum No. 1, answer to question 20 and 41.

^Or 85% of previous year % payment, whichever is higher

OR

AIRPORT ADVERTISING PROGRAM		NETWORK PROGRAMMING AND ADVERTISING SERVICES CONCEPT
65%**	Airport Advertising Program Static Displays and Airport Owned Digital Equipment (i.e. Airport Owned Screens in FID Banks and Website Advertising/Sponsorship)	25%
60%**	Airport Advertising Program Digital Displays	

**As provided for by Addendum No. 1, answer to question 21 and 40.

PROFORMA

B. Combined Airport Advertising Program, and Network Programming and Advertising Services Concept (Alternative Approach - (7 Year Term with 3 year option)

CLEAR CHANNEL AIRPORTS
PHILADELPHIA INTERNATIONAL AIRPORT

Income Statement

Advertising Program Static Displays/Airport Owned Digital Equipment Revenue
Advertising Program Digital Display Revenue
Network Program Revenue

Total Net Revenue

Growth (%)

Concession Payment

Minimum Annual Guarantee - Advertising Program [A1]

Minimum Annual Guarantee - Network Program [A2]

MAG as % of Net Revenue

Percentage Fee on Static + Airport Owned Advertising Displays [B1]

Percentage Fee on Digital Advertising Displays [B2]

Percentage Fee on Network Program [B3]

Total Concession (Greater of A1 or B1+B2 + Greater of A2 or B3)

Concession Payment %

Gross Profit

Gross Margin (%)

Operating Expenses

Salaries/Wages

Commissions (percent of revenue)

Clear Vision Partnership (45% of Gross Profit)

Utilities and Telephone

Maintenance/Cleaning/Supplies

Public Relations

Rent/Office

Selling Expenses (Travel & Entertainment)

Insurance/Performance Bond

Administration

Total OPS Expense

Operating Expenses (as % of Revenue)

EBITDA

EBITDA Margin (%)

Less: Depreciation & Amortization

EBIT

EBIT Margin (%)

PRIMARY TERM							OPTION TERM			TOTAL
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
\$2,500,000	\$2,750,000	\$3,000,000	\$3,150,000	\$3,307,500	\$3,406,725	\$3,508,927	\$3,614,195	\$3,722,620	\$3,834,299	\$32,794,266
2,000,000	2,250,000	2,500,000	2,625,000	2,756,250	2,838,938	2,924,106	3,011,829	3,102,184	3,195,249	27,203,555
300,000	400,000	500,000	525,000	540,750	556,973	573,682	590,892	608,619	626,877	5,222,793
\$4,800,000	\$5,400,000	\$6,000,000	\$6,300,000	\$6,604,500	\$6,802,635	\$7,006,714	\$7,216,915	\$7,433,423	\$7,656,426	\$65,220,613
N/A	12.5%	11.1%	5.0%	4.8%	3.0%	3.0%	3.0%	3.0%	3.0%	
2,700,000	2,700,000	3,000,000	3,000,000	3,079,125	3,233,081	3,330,074	3,429,976	3,532,875	3,638,861	31,643,992
100,000	100,000	100,000	106,250	111,563	114,909	118,357	121,907	125,565	129,332	1,127,882
56.3%	50.0%	50.0%	47.6%	46.6%	47.5%	47.5%	47.5%	47.5%	47.5%	
65%	1,625,000	1,787,500	1,950,000	2,047,500	2,149,875	2,214,371	2,280,802	2,349,226	2,419,703	21,316,273
60%	1,200,000	1,350,000	1,500,000	1,575,000	1,653,750	1,703,363	1,754,463	1,807,097	1,861,310	16,322,133
25%	75,000	100,000	125,000	131,250	135,188	139,243	143,420	147,723	152,155	1,305,698
\$2,925,000	\$3,237,500	\$3,575,000	\$3,753,750	\$3,938,813	\$4,056,977	\$4,178,686	\$4,304,047	\$4,433,168	\$4,566,163	\$38,969,104
60.9%	60.0%	59.6%	59.6%	59.6%	59.6%	59.6%	59.6%	59.6%	59.6%	59.7%
\$1,875,000	\$2,162,500	\$2,425,000	\$2,546,250	\$2,665,688	\$2,745,658	\$2,828,028	\$2,912,869	\$3,000,255	\$3,090,262	\$26,251,509
39.1%	40.0%	40.4%	40.4%	40.4%	40.4%	40.4%	40.4%	40.4%	40.4%	40.3%
195,084	200,936	206,964	213,173	219,568	226,155	232,940	239,928	247,126	254,540	2,236,415
204,750	227,500	250,250	262,763	275,901	284,178	292,703	301,484	310,529	319,844	2,729,901
90,000	135,000	168,750	177,188	182,503	187,978	193,618	199,426	205,409	211,571	1,751,443
30,335	31,245	32,182	33,148	34,142	35,166	36,221	37,308	38,427	39,580	347,755
88,173	90,819	93,543	96,349	99,240	102,217	105,284	108,442	111,695	115,046	1,010,809
75,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	291,000
15,753	16,226	16,713	17,214	17,730	18,262	18,810	19,375	19,956	20,554	180,594
11,365	11,706	12,057	12,419	12,791	13,175	13,570	13,977	14,397	14,829	130,286
6,268	6,456	6,650	6,849	7,055	7,266	7,484	7,709	7,940	8,178	71,857
271,000	298,000	325,000	338,500	352,203	361,119	370,302	379,761	389,504	399,539	3,484,928
\$987,728	\$1,041,888	\$1,136,109	\$1,181,602	\$1,225,133	\$1,259,517	\$1,294,933	\$1,331,411	\$1,368,983	\$1,407,683	\$12,234,987
20.6%	19.3%	18.9%	18.8%	18.5%	18.5%	18.5%	18.4%	18.4%	18.4%	18.8%
\$887,272	\$1,120,612	\$1,288,891	\$1,364,648	\$1,440,554	\$1,486,141	\$1,533,095	\$1,581,458	\$1,631,272	\$1,682,580	\$14,016,523
18.5%	20.8%	21.5%	21.7%	21.8%	21.8%	21.9%	21.9%	21.9%	22.0%	21.5%
446,154	446,154	446,154	446,154	446,154	446,154	446,154	446,154	446,154	446,154	4,461,539
\$441,118	\$674,459	\$842,737	\$918,494	\$994,400	\$1,039,987	\$1,086,941	\$1,135,304	\$1,185,118	\$1,236,426	\$9,554,984
9.2%	12.5%	14.0%	14.6%	15.1%	15.3%	15.5%	15.7%	15.9%	16.1%	14.7%

5.1 Proposal Form:

INSTRUCTIONS: The information and materials requested in this Section 5 must be completed in accordance with the terms and conditions of this RFP. Eight (8) original Proposals must be submitted to the address listed in Section 1.3.

5.1.1 Financial Consideration

The Financial Consideration to be paid to the City will be the greater of:

Year 1: \$2,700,000 (See following sheet for additional years)* : Minimum Annual Guarantee ("MAG");
or 65%, 60%** percent (%) of Annual Gross Revenues.

Please submit a Business Plan or Proforma to support the Financial Consideration figures.

Proposed Capital Investment:

\$3,006,939

Submitted by:

Name: Toby Sturek
Company: Clear Channel Outdoor, Inc., d/b/a Clear Channel Airports
Address: 4635 Crackersport Road
Allentown, PA 18104

Telephone: 610-395-8002 or 877-422-8326
Facsimile: 610-395-4450
E-mail: TobySturek@clearchannel.com

The Proposer hereby submits to The City of Philadelphia, through its Procurement Department, this Proposal for the right and obligation to develop and operate airport advertising program(s) at PHL as described herein in the attached RFP including any written addendum.

*As provided for by Addendum #1, answer to question 20 and 41.

**As provided for by Addendum #1, answer to question 21 and 40.

Yearly Minimum Annual Guarantee (“MAG”)*

	AIRPORT ADVERTISING PROGRAM	
YEAR		
Year 1:	\$2,700,000	
Year 2:	\$2,700,000	^
Year 3:	\$3,000,000	^
Year 4:	\$3,000,000	^
Year 5:	\$3,000,000	^
Year 6:	\$3,000,000	^
Year 7:	\$3,000,000	^
TOTAL 7 YEAR MAG:	\$20,400,000	

*As provided for by Addendum No. 1, answer to question 20 and 41.

^Or 85% of previous year % payment, whichever is higher

OR

AIRPORT ADVERTISING PROGRAM	
65%**	Airport Advertising Program Static Displays and Airport Owned Digital Equipment (i.e. Airport Owned Screens in FID Banks and Website Advertising/Sponsorship)
60%**	Airport Advertising Program Digital Displays

**As provided for by Addendum No. 1, answer to question 21 and 40.

CLEAR CHANNEL AIRPORTS
PHILADELPHIA INTERNATIONAL AIRPORT

	PRIMARY TERM							TOTAL
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Income Statement								
Advertising Program Static Displays/Airport Owned Digital Equipment Revenue	\$2,500,000	\$2,750,000	\$3,000,000	\$3,150,000	\$3,307,500	\$3,406,725	\$3,508,927	\$21,623,152
Advertising Program Digital Display Revenue	2,000,000	2,250,000	2,500,000	2,625,000	2,756,250	2,838,938	2,924,106	17,894,293
Total Net Revenue	\$4,500,000	\$5,000,000	\$5,500,000	\$5,775,000	\$6,063,750	\$6,245,663	\$6,433,032	\$39,517,445
Growth (%)	N/A	11.1%	10.0%	5.0%	5.0%	3.0%	3.0%	
Concession Payment								
Minimum Annual Guarantee - Advertising Program [A1]	2,700,000	2,700,000	3,000,000	3,000,000	3,079,125	3,233,081	3,330,074	21,042,280
MAG as % of Net Revenue	60.0%	54.0%	54.5%	51.9%	50.8%	51.8%	51.8%	
Percentage Fee on Static + Airport Owned Advertising Displays [B1]	65% 1,625,000	1,787,500	1,950,000	2,047,500	2,149,875	2,214,371	2,280,802	14,055,049
Percentage Fee on Digital Advertising Displays [B2]	60% 1,200,000	1,350,000	1,500,000	1,575,000	1,653,750	1,703,363	1,754,463	10,736,576
Total Concession (Greater of A or [B1 + B2])	\$2,825,000	\$3,137,500	\$3,450,000	\$3,622,500	\$3,803,625	\$3,917,734	\$4,035,266	\$24,791,625
Concession Payment %	62.8%	62.8%	62.7%	62.7%	62.7%	62.7%	62.7%	62.7%
Gross Profit	\$1,675,000	\$1,862,500	\$2,050,000	\$2,152,500	\$2,260,125	\$2,327,929	\$2,397,767	\$14,725,820
Gross Margin (%)	37.2%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%
Operating Expenses								
Salaries/Wages	195,084	200,936	206,964	213,173	219,568	226,155	232,940	1,494,821
Commissions (percent of revenue)	204,750	227,500	250,250	262,763	275,901	284,178	292,703	1,798,044
Utilities and Telephone	25,335	26,095	26,878	27,684	28,515	29,370	30,251	194,127
Maintenance/Cleaning/Supplies	78,173	80,519	82,934	85,422	87,985	131,977	138,576	685,587
Public Relations	75,000	24,000	24,000	24,000	24,000	24,000	24,000	219,000
Rent/Office	15,753	16,226	16,713	17,214	17,730	18,262	18,810	120,709
Selling Expenses (Travel & Entertainment)	11,365	11,706	12,057	12,419	12,791	13,175	13,570	87,084
Insurance/Performance Bond	6,268	6,456	6,650	6,849	7,055	7,266	7,484	48,029
Administration	257,500	280,000	302,500	314,875	327,869	336,055	344,486	2,163,285
Total OPS Expense	\$869,228	\$873,438	\$928,946	\$964,399	\$1,001,414	\$1,070,439	\$1,102,822	\$6,810,685
Operating Expenses (as % of Revenue)	19.3%	17.5%	16.9%	16.7%	16.5%	17.1%	17.1%	17.2%
EBITDA	\$805,772	\$989,062	\$1,121,054	\$1,188,101	\$1,258,711	\$1,257,490	\$1,294,945	\$7,915,136
EBITDA Margin (%)	17.9%	19.8%	20.4%	20.6%	20.8%	20.1%	20.1%	20.0%
Less: Depreciation & Amortization	429,563	429,563	429,563	429,563	429,563	429,563	429,563	3,006,939
EBIT	\$376,209	\$559,500	\$691,492	\$758,538	\$829,149	\$827,927	\$865,382	\$4,908,197
EBIT Margin (%)	8.4%	11.2%	12.6%	13.1%	13.7%	13.3%	13.5%	12.4%

D. Airport Advertising Program Only
(Alternative Approach - 7 Year Term with 3 year option)*

* As provided for by Addendum No. 1, answer to question 42.

5.1 Proposal Form:

INSTRUCTIONS: The information and materials requested in this Section 5 must be completed in accordance with the terms and conditions of this RFP. Eight (8) original Proposals must be submitted to the address listed in Section 1.3.

5.1.1 Financial Consideration

The Financial Consideration to be paid to the City will be the greater of:

Year 1: \$2,700,000 (See following sheet for additional years)* : Minimum Annual Guarantee ("MAG");
or 65%, 60%** percent (%) of Annual Gross Revenues.

Please submit a Business Plan or Proforma to support the Financial Consideration figures.

Proposed Capital Investment:

\$4,073,339

Submitted by:

Name: Toby Sturek
Company: Clear Channel Outdoor, Inc., d/b/a Clear Channel Airports
Address: 4635 Crackersport Road
Allentown, PA 18104

Telephone: 610-395-8002 or 877-422-8326
Facsimile: 610-395-4450
E-mail: TobySturek@clearchannel.com

The Proposer hereby submits to The City of Philadelphia, through its Procurement Department, this Proposal for the right and obligation to develop and operate airport advertising program(s) at PHL as described herein in the attached RFP including any written addendum.

*As provided for by Addendum #1, answer to question 20 and 41.

**As provided for by Addendum #1, answer to question 21 and 40.

Yearly Minimum Annual Guarantee (“MAG”)*

	AIRPORT ADVERTISING PROGRAM	
YEAR		
Year 1:	\$2,700,000	
Year 2:	\$2,700,000	^
Year 3:	\$3,000,000	^
Year 4:	\$3,000,000	^
Year 5:	\$3,000,000	^
Year 6:	\$3,000,000	^
Year 7:	\$3,000,000	^
TOTAL 7 YEAR MAG:	\$20,400,000	
Year 8:	\$3,000,000	^
Year 9:	\$3,000,000	^
Year 10:	\$3,000,000	^
TOTAL 10 YEAR MAG:	\$29,400,000	

As provided for by Addendum No. 1, answer to question 20 and 41.

^Or 85% of previous year % payment, whichever is higher

OR

AIRPORT ADVERTISING PROGRAM	
65%**	Airport Advertising Program Static Displays and Airport Owned Digital Equipment (i.e. Airport Owned Screens in FID Banks and Website Advertising/Sponsorship)
60%**	Airport Advertising Program Digital Displays

**As provided for by Addendum No. 1, answer to question 21 and 40.

CLEAR CHANNEL AIRPORTS

PHILADELPHIA INTERNATIONAL AIRPORT

	PRIMARY TERM							OPTION TERM			TOTAL
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
Income Statement											
Advertising Program Static Displays/Airport Owned Digital Equipment Revenue	\$2,500,000	\$2,750,000	\$3,000,000	\$3,150,000	\$3,307,500	\$3,406,725	\$3,508,927	\$3,614,195	\$3,722,620	\$3,834,299	\$32,794,266
Advertising Program Digital Display Revenue	2,000,000	2,250,000	2,500,000	2,625,000	2,756,250	2,838,938	2,924,106	3,011,829	3,102,184	3,195,249	27,203,555
Total Net Revenue	\$4,500,000	\$5,000,000	\$5,500,000	\$5,775,000	\$6,063,750	\$6,245,663	\$6,433,032	\$6,626,023	\$6,824,804	\$7,029,548	\$59,997,820
Growth (%)	N/A	11.1%	10.0%	5.0%	5.0%	3.0%	3.0%	3.0%	3.0%	3.0%	
Concession Payment											
Minimum Annual Guarantee - Advertising Program [A1]	2,700,000	2,700,000	3,000,000	3,000,000	3,079,125	3,233,081	3,330,074	3,429,976	3,532,875	3,638,861	31,643,992
MAG as % of Net Revenue	60.0%	54.0%	54.5%	51.9%	50.8%	51.8%	51.8%	51.8%	51.8%	51.8%	
Percentage Fee on Static + Airport Owned Advertising Displays [B1]	65%	1,625,000	1,787,500	1,950,000	2,047,500	2,149,875	2,214,371	2,280,802	2,349,226	2,419,703	21,316,273
Percentage Fee on Digital Advertising Displays [B2]	60%	1,200,000	1,350,000	1,500,000	1,575,000	1,653,750	1,703,363	1,754,463	1,807,097	1,861,310	16,322,133
Total Concession (Greater of A or [B1 + B2])	\$2,825,000	\$3,137,500	\$3,450,000	\$3,622,500	\$3,803,625	\$3,917,734	\$4,035,266	\$4,156,324	\$4,281,013	\$4,409,444	\$37,638,406
Concession Payment %	62.8%	62.8%	62.7%	62.7%	62.7%	62.7%	62.7%	62.7%	62.7%	62.7%	62.7%
Gross Profit	\$1,675,000	\$1,862,500	\$2,050,000	\$2,152,500	\$2,260,125	\$2,327,929	\$2,397,767	\$2,469,700	\$2,543,791	\$2,620,104	\$22,359,415
Gross Margin (%)	37.2%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%	37.3%
Operating Expenses											
Salaries/Wages	195,084	200,936	206,964	213,173	219,568	226,155	232,940	239,928	247,126	254,540	2,236,415
Commissions (percent of revenue)	204,750	227,500	250,250	262,763	275,901	284,178	292,703	301,484	310,529	319,844	2,729,901
Utilities and Telephone	25,335	26,095	26,878	27,684	28,515	29,370	30,251	31,159	32,093	33,056	290,435
Maintenance/Cleaning/Supplies	78,173	80,519	82,934	85,422	87,985	90,624	93,343	96,143	99,028	101,999	896,171
Public Relations	75,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	291,000
Rent/Office	15,753	16,226	16,713	17,214	17,730	18,262	18,810	19,375	19,956	20,554	180,594
Selling Expenses (Travel & Entertainment)	11,365	11,706	12,057	12,419	12,791	13,175	13,570	13,977	14,397	14,829	130,286
Insurance/Performance Bond	6,268	6,456	6,650	6,849	7,055	7,266	7,484	7,709	7,940	8,178	71,857
Administration	257,500	280,000	302,500	314,875	327,869	336,055	344,486	353,171	362,116	371,330	3,249,902
Total OPS Expense	\$869,228	\$873,438	\$928,946	\$964,399	\$1,001,414	\$1,029,086	\$1,057,589	\$1,086,946	\$1,117,185	\$1,148,330	\$10,076,560
Operating Expenses (as % of Revenue)	19.3%	17.5%	16.9%	16.7%	16.5%	16.5%	16.4%	16.4%	16.4%	16.3%	16.8%
EBITDA	\$805,772	\$989,062	\$1,121,054	\$1,188,101	\$1,258,711	\$1,298,843	\$1,340,178	\$1,382,753	\$1,426,606	\$1,471,774	\$12,282,855
EBITDA Margin (%)	17.9%	19.8%	20.4%	20.6%	20.8%	20.8%	20.8%	20.9%	20.9%	20.9%	20.5%
Less: Depreciation & Amortization	407,334	407,334	407,334	407,334	407,334	407,334	407,334	407,334	407,334	407,334	4,073,339
EBIT	\$398,438	\$581,729	\$713,720	\$780,767	\$851,377	\$891,509	\$932,844	\$975,419	\$1,019,272	\$1,064,440	\$8,209,516
EBIT Margin (%)	8.9%	11.6%	13.0%	13.5%	14.0%	14.3%	14.5%	14.7%	14.9%	15.1%	13.7%



Qualifications Statement: Company Profile and Business Experience

5.2.1	COMPANY PROFILE
5.2.2	BUSINESS EXPERIENCE AND REFERENCES
5.2.3	FINANCIAL INFORMATION
5.2.4	FELONY CONVICTIONS
5.2.5	GENERAL LITIGATION DISCLOSURE

5.2 Qualifications Statement: Company Profile and Business Experience

The Proposer gives the following assurances, representations and covenants that the Proposer is fully qualified to develop Airport Advertising Program(s) at PHL. The undersigned Proposer further affirms that the following information is true, accurate and complete in all respects.

5.2.1 Company Profile

A. Provide a brief history of your organization and an executive summary that describes your company's qualifications. This summary shall include number of employees and number of years in airport advertising and the network programming services business.



For a complete understanding of the history and the resulting experience and qualifications that Clear Channel Airports ("CCA") brings, you must start with our parent company Clear Channel Communications, Inc. Clear Channel Communications is a U.S. success story with 40 years of media and programming experience leading the industry as one of the most respected and innovative global media, digital and entertainment companies in the world. Clear Channel employs over 20,000 talented and dedicated people – 592 in Philadelphia and the surrounding area. Clear Channel's resume of past and current out-of-home media development and representation and network programming experience and qualifications is unmatched and includes:

- Operation of an airport advertising network with a total of 282 airport partnerships in 32 countries.
- Development and operation of the premier free airport application FLYsmart.
- Operation of the world's largest outdoor advertising company.
- Operation of the largest out-of-home digital network.
- Operation of the world's largest radio network with 850 stations in 150 cities and serving 110 million listeners a week.
- Operation of Premiere Radio Network syndicating 90 radio programs and servicing more than 4,000 radio stations in 100 cities reaching over 190 million listeners a week.
- Development and operation of the nation's premier free digital radio application iHeartRadio.
- Operation and representation of over 900 international websites.
- Operation of the world's largest live entertainment and sports promotion and production company.
- Operation of over 40 television stations including the Clear Channel News Network.
- Operation of the largest media firm in the U.S. (Katz Media Group) representing more than 4,000 radio stations and 500 television stations with a specialized digital sales arm focusing on digital audio, video, mobile media and web based media.

The Clear Channel Communications' Corporate Mission is to provide outstanding entertainment and information products and services to our communities and effective solutions to advertisers. With the very exciting, recent addition of Robert Pittman as CEO, famous for shaping MTV, AOL and other companies, you can be certain that Clear Channel will continue to set the bar in the media world well into the future. As Pittman explained, "We are now on a mission to take Clear Channel to the next level of success and innovation". There is nothing like an experienced, scrappy and innovative powerhouse of a company to take your advertising and network programming program to the next level, and you have one locally with Clear Channel and Clear Channel Airports!



OUT WORKS.

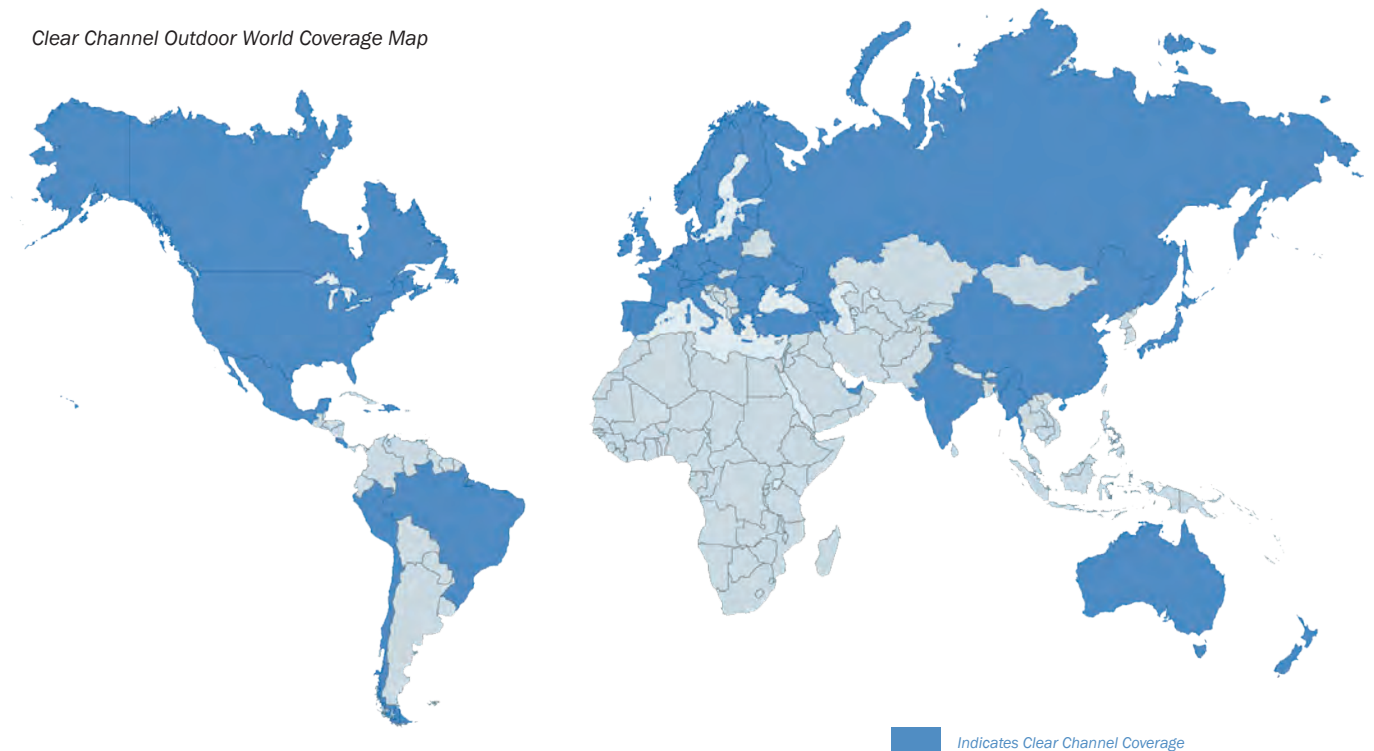
Clear Channel Outdoor stands out as one of the world's largest "out-of-home" media companies, with close to one million displays in 45 countries across five

continents. In the United States, the company operates just under 200,000 advertising displays and has a presence in 48 of the top 50 designated market areas.

Clear Channel Outdoor began in 1901 as Foster & Kleiser Outdoor Advertising. In 2001, then Eller Media, it officially changed its name to Clear Channel Outdoor. CCO is also a homegrown U.S. company that is now a world leader and has the confidence of government authorities in the world's largest markets. Today, Clear Channel Outdoor is leading the way on digital and eco-friendly sustainable initiatives, innovation and deployment. The current result is the largest out-of-home digital network in the U.S., consisting of 700 digital displays across 37 markets and the conversion of all outdoor bulletin and posters signage to recyclable material. Clear Channel's unprecedented resources, experience, brand recognition and innovation will significantly alter and lead the out-of-home universe into the future.



Clear Channel Outdoor World Coverage Map





In 2006, Clear Channel Outdoor brought together the two leading companies in airport advertising to consolidate and elevate airport advertising to a new level. Both companies were originally family businesses started in 1974 and devoted exclusively to airport advertising. Over

two generations and a combined 74 years, they have made the biggest contribution in history to the development of airport advertising.

One of those companies, started by the Riley family in Chicago, focused on luring national advertising dollars to the airport industry for the first time. They improved airport advertising offerings and established a major full-time airport advertising sales network with offices in the main media buying cities, and it worked! Airport advertising revenue increased until this business became the largest and most successful airport advertising concessions in the nation, representing many of the nation's largest airports including Atlanta, Chicago, Dallas/Fort Worth, Boston and yes, Philadelphia!

The other company, a small woman-owned business, founded by the Lieberman family, just up the southeast extension of the turnpike in Allentown, Pennsylvania, focused on attracting a much more significant share of local and regional marketing dollars for origination and destination airports. They invested in professional and creative advertising assets and assigning dedicated sales staff to smaller airports. Sales revenue increased dramatically, and the most successful, dynamic, innovative and culturally diverse DBE airport advertising concession in the nation was built representing O and D airports such as Raleigh Durham, Nashville, Norfolk, Manchester, Providence and yes, Allentown!



Clear Channel Airports Headquarters - Allentown, PA

Today, the two companies that built the airport advertising industry and evolved proven best practices in local and regional, and national airport advertising for years are Clear Channel Airports!

Clear Channel Airports directly manages the advertising concessions at over 265 airports, including the world's two largest airports, Atlanta and Chicago; as well as 4 of the top 5, and 25 of the top 50 in the U.S. Clear Channel Airports' airport partners have the prestigious and unmatched strategic advantage of being part of a media offering that represents 80% of all North American air traffic each day to the media-buying world via 74 airport dedicated media sales professionals and 16 airport dedicated sales offices covering every major U.S. media-buying city. Additionally, CCA is part of the CCO network, with over 100 sales offices throughout the world.

Clear Channel Airports alone has a network of approximately 7,000 active advertisers at any given time, employs a total of 230 people who live and breathe airports and produces \$156 million sales annually. Much of our team consists of well-known and respected veterans in airport advertising.

Our executive management team has a combined 90 plus years of dedicated airport advertising experience. But we have hot, new young guns too. While other firms were shrinking their work forces,

we were gearing up for the next generation of airport advertising. Our new faces are bright and hungry innovators from the media, technology and even airport industries. Please see more about the experience and qualifications of our individual team members and partners in section 5.4.2. “Proposed Management Plan.”

PHL is essentially our team’s main “home-town” airport. Our CCA crew parks, flies, eats and buys more at PHL than any other airport in the world. Over the past five years, our people flew in or out of PHL approximately 2,800 times, and we are currently running at about 740 times per year. They spent almost \$170,000 on parking or rental cars at PHL and over \$55,000 at your concessions (that they charged to the company). More importantly, between Clear Channel Communications, Clear Channel Airports and our strategic partners, we have far more resources with far more experience and qualifications to provide what PHL is looking for than any other firm in the world. Additionally, we have the respect, appreciation and desire. We have been waiting for the chance. This new agreement will bring you a “next generation” airport advertising program. We are certain that if you honor us with the selection to be your comprehensive advertising concession into the future, we will deliver a custom bench-mark setting program designed for your particular tastes, needs and facility that will be a source of great pride, recognition and revenue for PHL for years to come!

Some of Clear Channel’s Firsts:



Sense of Place - T.F. Green Airport, Providence RI - 1996

- Theme/ sense-of-place (1990)
- Custom client development (1990)
- Scrolling signage technology (1995)
- Digital flat screen networks (1998)*
- Digital Reservation/Information Centers (1998)
- FreeCharge recharging/workstations (2005)
- Tension Fabric Banners (2006)
- MyVGuide mobile media (2007)
- Branded/ambient spaces (2007)
- Sampling and experiential Marketing (2008)
- Functioning bag-belt wraps (2008)
- FLYsmart mobile app (2009)
- Text and QR code paperless brochures (2010)
- LED back lighting (2010)
- Adrail escalator rail wraps (2010)
- Mirrus digital mirrors (2010)

**Today we have a network of over 1,000 digital screens deployed in our airports and plan to more than double that over the next 12 months*



Mirrus - 2010



ADrail - 2010



Digital Reservation Center - 1998

Airport Council International Awards



ACI Award Winner 2005 - Columbus Ohio

13 ACI AWARDS

2009	DENVER, CO
2007	DALLAS-FT. WORTH, TX
2005	COLUMBUS, OH
2004	HALIFAX, NOVA SCOTIA
2003	NORFOLK, VA
2002	PORTLAND, OR
2002	SAVANNAH, GA
2002	MELBOURNE, FL
2001	ST. THOMAS, USVI
2000	SARASOTA, FL
2000	DAYTON, OH
2000	CINCINNATI, OH/KY
1999	ALBANY, NY



2010 - ACI Category - Best Green Concession

In 2010, CCA replaced 22 existing fluorescent spectaculars at Denver International Airport with 22 new LED spectaculars. CCA's installation of new LED spectacular fixtures at Denver International Airport will result in an energy savings of 204,284 kilowatt hours per year.



ADDITIONAL CCA LED spectacular benefits:

- Improved graphic image quality and color consistency;
- LED lamps contain no mercury or other hazardous elements;
- LED lamps and transformers are rated for 5-year full brightness life;
- No landfill waste from fluorescent lamps and ballasts;
- Reduced maintenance cost; and
- Greatly-reduced heat output from each fixture (approximately 40%), reducing the load on facility HVAC.

2007 - ACI Category - Passenger Service

Clear Channel was awarded an award for the design and passenger service provided by advertising sponsored FreeCharge™ workstations at the Dallas-Fort Worth International Airport.



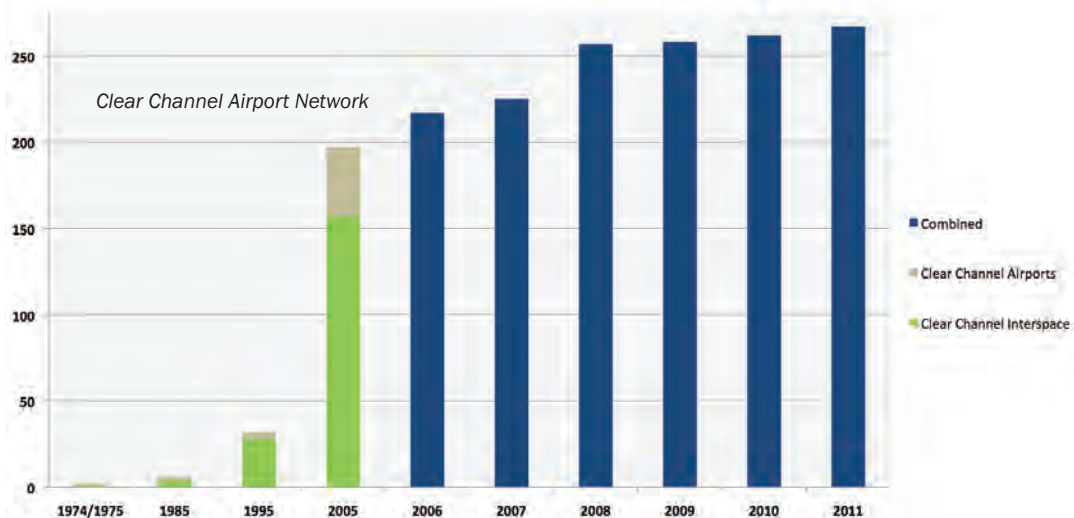
Overall Sales Achievements

- Average sales increase of 352% over previous concessionaires
- 150 airport advertising programs awarded in the last 20 years
- 60 previous JCDecaux airport advertising programs awarded with an average resulting sales increase of 352%

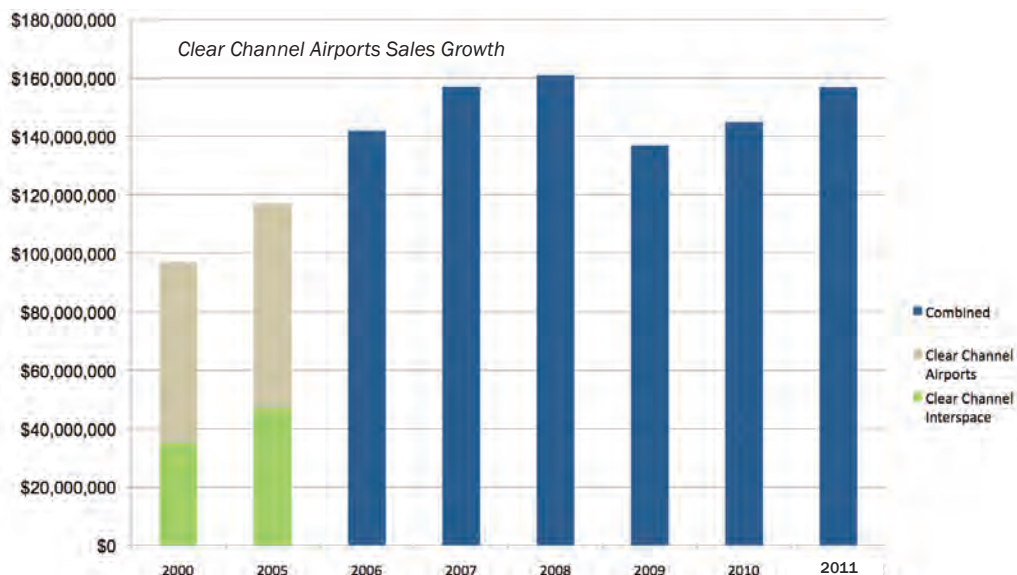
Clear Channel Airports is a member of and participates in the following industry organizations:

- Outdoor Advertising Association of America (OAAA)
- Traffic Audit Bureau (TAB)
- Airports Council International-North America (ACI)
- Airport Minority Advisory Council (AMAC)
- American Association of Airport Executives (AAAE)
- AAAE Conference of Americas (Planning Committee)
- American Society of Safety Engineers
- National Safety Council

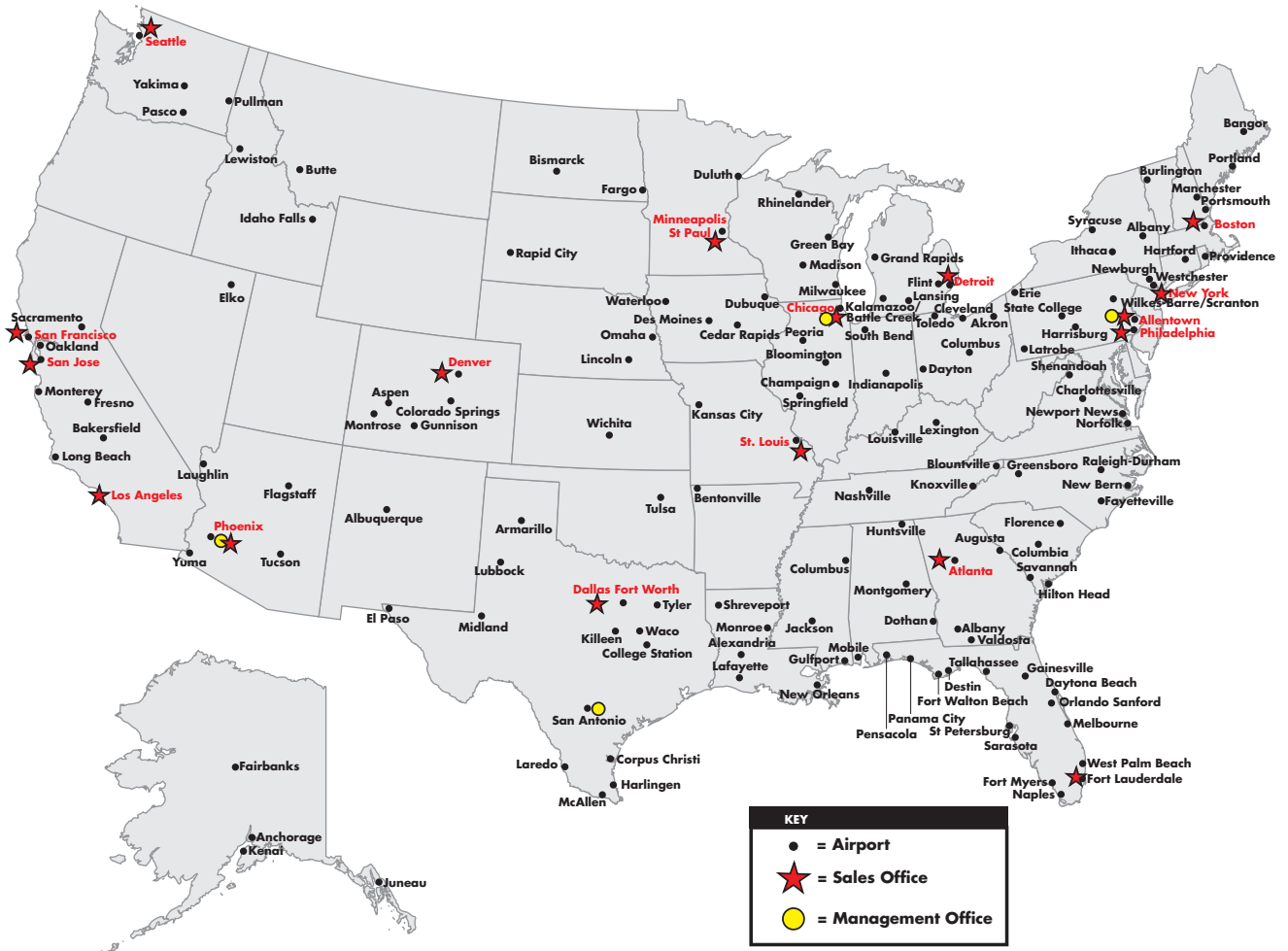
Airport Partners



Sales Growth



Our U.S. Airport Partners



Chronological Airport List

AIRPORT NAME	LOCATION	CONTRACT START DATE
Lehigh Valley International	Allentown, PA	1975
Chicago O'Hare International	Chicago, IL	1975
Atlanta Hartsfield-Jackson Int'l	Atlanta, GA	1980
Wilkes-Barre Scranton Int'l	Avoca, PA	1982
Burlington International	Burlington, VT	1983
Palm Beach International	Palm Beach, FL	1985
Nashville International	Nashville, TN	1987
Huntsville International	Huntsville, AL	1989
Oakland International	Oakland, CA	1990
General Mitchell International	Milwaukee, WI	1990
Harrisburg International	Harrisburg, PA	1992
Erie International Tom Ridge	Erie, PA	1992
Manchester-Boston Regional	Manchester, NH	1993
Tompkins Regional	Ithaca, NY	1993
Tucson International	Tucson, AZ	1993
Toledo Express	Toledo, OH	1994
Denver International	Denver, CO	1994

AIRPORT NAME	LOCATION	CONTRACT START DATE
Newport News/Williamsburg Int	Newport News, VA	1994
South Bend Regional	South Bend, IN	1994
Capital Region International	Lansing, MI	1995
Chicago Midway Airport	Chicago, IL	1995
Eastern Iowa Airport	Cedar Rapids, IA	1995
Fresno Yosemite International	Fresno, CA	1995
Raleigh-Durham International	Raleigh-Durham, NC	1995
Rick Husband Amarillo Int'l	Amarillo, TX	1995
Hilton Head Airport	Hilton Head, SC	1995
Abraham Lincoln Capital	Springfield, IL	1995
Portland International Jetport	Portland, ME	1995
Bangor International	Bangor, ME	1995
Edmonton International	Edmonton, AB, Canada	1995
General Wayne Downing/Peoria	Peoria, IL	1995
Central Illinois Regional	Bloomington, IL	1995
Bishop International	Flint, MI	1996
Boston Logan International	Boston, MA	1996
University of Illinois-Willard	Champaign, IL	1996
Dallas-Fort Worth International	Dallas, TX	1996
Charlottesville-Albemarle	Charlottesville, VA	1996
Syracuse Hancock International	Syracuse, NY	1996
Lubbock International	Lubbock, TX	1996
Monterey Peninsula	Monterey, CA	1996
Hector International	Fargo, ND	1996
Northwest Florida Regional	Fort Walton Beach, FL	1996
Coastal Carolina Airport	New Bern, NC	1996
El Paso International	El Paso, TX	1996
Tri-Cities Airport	Pasco, WA	1996
Kenai Municipal	Kenai, AK	1996
T.F. Green Airport	Providence, RI	1996
Waterloo Airport	Waterloo, IA	1996
Albany County Airport	Albany, NY	1996
Lincoln Municipal	Lincoln, NE	1996
Yuma International	Yuma, AZ	1997
Florence Regional	Florence, SC	1997
Bert Mooney Airport Authority	Butte, MT	1997
John C. Munro Hamilton Int'l	Hamilton, Ontario	1997
Mobile Municipal	Mobile, AL	1997
Kansas City International	Kansas City, MO	1997
Lewiston-Nez Perce County	Lewiston, ID	1997
Golden Triangle Regional	Columbus, MS	1997
Yakima International	Yakima, WA	1997
Arnold Palmer Regional	Latrobe, PA	1997
Ottawa International	Ottawa, ON, Canada	1997
Dothan Regional	Dothan, AL	1997
Waco Regional	Waco, TX	1997
Westchester County	White Plains, NY	1997
Winnipeg James Armstrong Richardson International	Winnipeg, MB, Canada	1997
Montgomery Regional	Montgomery, AL	1997
Barnstable Municipal	Hyannis, MA	1997

Tulsa International	Tulsa, OK	1997
Akron-Canton Regional	Akron, OH	1997
Killeen-Fort Hood Regional	Killeen, TX	1997
Ft. Lauderdale-Hollywood Int'l	Ft. Lauderdale, FL	1997
Dubuque Regional	Dubuque, IA	1997
Bismarck Municipal	Bismarck, ND	1997
Sacramento International	Sacramento, CA	1998
Toronto Pearson International	Toronto, ON, CA	1998
Shenandoah Valley Regional	Weyers Cave, VA	1998
Midland International	Midland, TX	1998
Pullman-Moscow Regional	Pullman, WA	1998
Fayetteville Regional	Fayetteville, NC	1998
Halifax Robert L. Stanfield Int'l	Halifax, NS, Canada	1998
Easterwood Airport	College Station, TX	1998
Greater Moncton	Moncton, NB, Canada	1998
Cyril E. King Airport	St. Thomas, USVI	1998
Henry E. Rohlsen Airport	St. Croix, USVI	1998
Northwest Arkansas Regional	Bentonville, AR	1998
Dayton International	Dayton, OH	1998
Naples Municipal	Naples, FL	1998
McAllen-Miller International	McAllen, TX	1998
Phoenix Sky Harbor Int'l	Phoenix, AZ	1999
St. Louis Lambert International	St. Louis, MO	1999
Vancouver International	Vancouver, BC, CA	1999
Rapid City Regional	Rapid City, SD	1999
Gulfport-Biloxi International	Gulfport Biloxi, MS	1999
Regina Airport	Regina, SK, Canada	1999
Tallahassee Regional	Tallahassee, FL	1999
Sarasota Bradenton Int'l	Sarasota, FL	1999
St. Petersburg-Clearwater Int'l	St. Petersburg, FL	1999
Orlando Sanford International	Orlando Sanford, FL	1999
Rhineland-Oneida County	Rhineland, WI	1999
University Park Airport	State College, PA	1999
Idaho Falls Regional	Idaho Falls, ID	1999
John G. Diefenbaker	Saskatoon, SK, Canada	1999
St. John's International	St. John's, NF, Canada	1999
Southwest Georgia Regional	Albany, GA	1999
Duluth International	Duluth, MN	1999
Colorado Springs Airport	Colorado Springs, CO	2000
Bradley International	Hartford, CT	2000
Flagstaff Pulliam Airport	Flagstaff, AZ	2000
Stewart International	New Windsor, NY	2000
Jackson-Evers International	Jackson, MS	2000
Valdosta Regional Airport	Valdosta, GA	2000
Daytona Beach International	Daytona Beach, FL	2000
Meadows Field-Kern County	Bakersfield, CA	2000
Tri-Cities Regional	Blountville, TN	2000
Gainesville Regional	Gainesville, FL	2000
Monroe Regional	Monroe, LA	2000
Montrose Regional	Montrose, CO	2000
Pensacola Gulf Coast Regional	Pensacola, FL	2001
Melbourne International	Melbourne, FL	2001

San Francisco International	San Francisco, CA	2001
Blue Grass Airport	Lexington, KY	2001
Augusta Regional	Augusta, GA	2001
Juan Santamaria International	San Jose, Costa Rica	2002
Detroit Metropolitan Airport	Detroit, MI	2002
Minneapolis-St. Paul International Airport	Minneapolis, MN	2002
Norfolk International	Norfolk, VA	2002
A. B. Won Pat International	Tamuning, Guam	2002
Tyler Pounds Regional	Tyler, TX	2002
Corpus Christi International	Corpus Christi, TX	2002
Piedmont Triad International	Greensboro, NC	2002
Ted Stevens Anchorage Int'l	Anchorage, AK	2002
Austin Straubel International	Green Bay, WI	2002
Princess Juliana International	St. Maarten, N.A.	2002
Valley International	Harlingen, TX	2003
Laughlin-Bullhead International	Laughlin, AZ	2003
Shreveport Regional	Shreveport, LA	2003
Port Columbus International	Columbus, OH	2003
Hato International	Curacao, N.A.	2003
Columbia Metropolitan	Columbia, SC	2004
Philadelphia International	Philadelphia, PA	2004
Vance W. Amory International	Nevis, W.I.	2004
Fairbanks International Airport	Fairbanks, AK	2004
Aeropuerto Int'l Reina Beatrix	Aruba, Dutch Caribbean	2004
Dunedin Int'l Airport LTD	Dunedin, New Zealand	2004
Nelson Regional	Nelson, New Zealand	2004
Mackay Airport	Mackay, Australia	2004
McGhee Tyson	Knoxville, TN	2004
Invercargill Airport LTD	Invercargill, New Zealand	2004
Taupo Airport	Taupo, New Zealand	2004
Rotorua Airport	Rotorua, New Zealand	2004
Gold Coast Airport	Gold Coast, Australia	2004
Hamilton International Airport	Hamilton, New Zealand	2005
Gladstone Airport	Gladstone, Australia	2005
Broome Airport	Broome, Australia	2005
Newcastle Airport	Newcastle, Australia	2005
Long Beach Airport	Long Beach, CA	2005
Albuquerque Int'l Sunport	Albuquerque, NM	2005
Rockhampton Airport	Rockhampton, Australia	2005
Bonaire International Airport	Bonaire, Netherland Antilles	2005
New Plymouth Airport	New Plymouth, New Zealand	2005
Sangster International Airport	Montego Bay, Jamaica	2005
Northwest Florida Beaches International Airport	Panama City Beach, FL	2005
Maurice Bishop International	Grenada, West Indies	2005
Hervey Bay Airport	Hervey Bay, Australia	2005
Townsville Airport	Townsville, Australia	2005
Mt. Isa Airport	Mt. Isa, Australia	2005
Louis Armstrong New Orleans Int'l Airport	New Orleans, LA	2005
Destin Airport-Miracle Strip	Destin, FL	2005
Santa Ana/Orange County FBO	Orange County, CA	2005
Palm Springs FBO	Palm Springs, CA	2005

Santa Barbara FBO	Santa Barbara, CA	2005
San Francisco FBO	San Francisco, CA	2005
Washington Reagan National FBO	Washington, D.C.	2005
Dulles International FBO	Washington, D.C.	2005
Denver International FBO	Denver, CO	2005
Ft. Lauderdale FBO (SFS)	Ft. Lauderdale, FL	2005
Miami International FBO	Miami, FL	2005
Tampa International FBO	Tampa, FL	2005
West Palm Beach FBO	West Palm Beach, FL	2005
DeKalb Peachtree FBO	Atlanta, GA	2005
Fulton County FBO	Atlanta, GA	2005
O'Hare International FBO	Chicago, GA	2005
Midway Airport FBO	Chicago, IL	2005
Chicago Executive FBO	Palwaukee, IL	2005
Baltimore/Washington FBO	Baltimore, MD	2005
Bedford FBO	Bedford, MA	2005
Hartford-Bradley International FBO	Hartford, CT	2005
Boston Logan International FBO	Boston, MA	2005
McCarran International FBO	Las Vegas, NV	2005
Morristown FBO	Morristown, NJ	2005
Teterboro FBO (JA)	Teterboro, NJ	2005
Teterboro FBO (SFS)	Teterboro, NJ	2005
White Plains FBO	White Plains, NY	2005
Love Field FBO	Dallas, TX	2005
Aeropuerto International Las Americas	Santo Domingo, D.R.	2006
Aeropuerto International Gregorio Luperon	Puerto Plata, D.R.	2006
Tauranga Airport	Tauranga, New Zealand	2006
Dane County Regional Airport	Madison, WI	2006
Samana Airport	Samana, D.R.	2006
Lafayette Regional Airport	Lafayette, LA	2006
Dubbo Airport	Dubbo, Australia	2006
Gunnison-Crested Butte Regional	Gunnison, Colorado	2006
Gisborne Airport	Gisborne, New Zealand	2006
Bridgetown Cruise Terminal	St. Michael, Barbados	2006
Robert L. Bradshaw Int'l	St. Kitts, West Indies	2006
Whitsunday Coast Airport	Proserpine, Australia	2006
Lauriston Airport	Carriacou, West Indies	2006
Hewanorra International Airport	St. Lucia, West Indies	2006
George F.L. Charles Airport	St. Lucia, West Indies	2006
Gerald R. Ford International	Grand Rapids, MI	2006
Larnaca International Airport	Larnaca, Cyprus	2006
Pafos International Airport	Pafos, Cyprus	2006
Opa-locka Executive Airport FBO	Miami, FL	2006
Addison FBO	Dallas, TX	2006
Cleveland-Hopkins International	Cleveland, OH	2007
Norman Y. Mineta San Jose Int'l	San Jose, CA	2007
Seattle-Tacoma International	Seattle, WA	2007
Aspen-Pitkin County Airport	Aspen, CO	2007
Des Moines International	Des Moines, IA	2007
San Antonio International	San Antonio, TX	2007

Coffs Harbour Regional Airport	Coffs Harbour, Australia	2007
Philip S.W. Goldson Int'l	Belize, Central America	2007
V.C. Bird International Airport	Antigua, West Indies	2008
Wanganui Airport	Wanganui, New Zealand	2008
Norman Manley International	Kingston, Jamaica	2008
Kalamazoo/Battle Creek Int'l	Kalamazoo, MI	2008
Alexandria International Airport	Alexandria, LA	2008
Wichita Mid-Continent Airport	Wichita, KS	2008
Indianapolis International	Indianapolis, IN	2008
Huntsville International FBO	Huntsville, AL	2008
Ted Stevens Anchorage Int'l FBO	Anchorage, AK	2008
Long Beach International FBO	Long Beach, CA	2008
Thermal Regional FBO	Thermal, CA	2008
Jacksonville International FBO	Jacksonville, FL	2008
Clearwater International FBO	St. Petersburg, FL	2008
Savannah International FBO	Savannah, GA	2008
Indianapolis International FBO	Indianapolis, IN	2008
Des Moines International FBO	Des Moines, IA	2008
Minneapolis-St. Paul Int'l FBO	Minneapolis, MN	2008
St. Louis FBO	St. Louis, MO	2008
Hilton Head Island FBO	Hilton Head, SC	2008
Memphis International FBO	Memphis, TN	2008
Austin/Bergstrom Int'l FBO	Austin, TX	2008
Corpus Christi International FBO	Corpus Christi, TX	2008
Milwaukee International FBO	Milwaukee, WI	2008
Metro Wayne County Int'l FBO	Detroit, MI	2008
St. Paul Downtown / Holman Field FBO	St. Paul, MN	2008
Van Nuys FBO	Van Nuys, CA	2008
New Orleans Louis Armstrong Int'l FBO	New Orleans, LA	2008
Newark Liberty Int'l FBO	Newark, NJ	2008
Nashville International FBO	Nashville, TN	2008
Houston Hobby FBO	Houston, TX	2008
San Antonio FBO	San Antonio, TX	2008
Jacksonville-Cecil Field FBO	Jacksonville, FL	2008
Orlando International FBO	Orlando, FL	2008
Kansas City Downtown FBO	Kansas City, MO	2008
London Heathrow Int'l FBO	London, United Kingdom	2008
London Luton FBO	London, United Kingdom	2008
Paris LeBourget Airport, Terminals 1 & 2	Paris, France	2008
Eppley Airfield	Omaha, NE	2009
Will Rogers World Airport	Oklahoma City, OK	2010
Malta International Airport	Malta, Replic of Malta	2010
Tampa International Airport	Tampa, FL	2010
Austin Bergstrom International	Austin, TX	2010
Providenciales Int'l Airport	Turks and Caicos Islands, W.I.	2011
JAGS McCartney Int'l Airport	Turks and Caicos Islands, W.I.	2011
Piarco International Airport	Trinidad and Tobago	2011
A.N.R. Robinson International	Trinidad and Tobago	2011
Owen Roberts Int'l Airport	Grand Cayman, Cayman Islands	2011

Sampling of Testimonials



City of Chicago
Richard M. Daley, Mayor

Chicago Department of Aviation
Rosemarie S. Andolino
Commissioner

Chicago O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666
(773) 686-2200
(773) 686-8333 (TTY)

O'Hare Modernization Program
P.O. Box 66142
10510 W. Zemke Road
Chicago, IL 60666
(773) 462-7300
(773) 462-8552 (Fax)

Chicago Midway International Airport
5700 South Cicero Avenue
Chicago, Illinois 60638
(773) 838-0600
(773) 838-0795 (TTY)

www.flychicago.com
www.OhareModernization.org



Monday, April 11th, 2011

Mr. John Moyer
Vice President of Business Development
Clear Channel Airports
600 West Chicago Ave, Suite 600
Chicago, IL 60654

Dear Mr. Moyer,

I am happy to provide a letter of reference for Clear Channel Airports. The staff at CCA has worked closely with the Chicago Department of Aviation to provide a comprehensive and quality advertising program. CCA has been a reliable performer with a professional and cooperative attitude.

They have been creative and aggressive in the search for advertising revenues within the parameters of our own vision and their staff has been accommodating to our needs and requests. They operate much as extension of our own staff.

Without a doubt, Clear Channel Airports has the capabilities, energy and experience to serve the airport industry's future needs well and represents one of the most serious and professional companies in the industry. I recommend Clear Channel Airports and believe they would be a welcome and valuable asset to your airport. If you require any future assistance, please do not hesitate to contact me.

Sincerely,

Glen Ryniewski
Assistant Commissioner of Concessions
Chicago Department of Aviation





San Francisco International Airport

June 10, 2011

Mr. Toby Sturek
Clear Channel Airports
4635 Crackersport Road
Allentown, PA 18104

Dear Mr. Sturek:

Clear Channel Airports has requested a recommendation letter describing the relationship between the City and County of San Francisco Airport Commission and Clear Channel Airports.

In 2000, Clear Channel Airports was awarded the advertising contract at City and County of San Francisco, acting by and through its Airport Commission. Originally, the contract allowed for advertising in up to 144 locations in the garages, parking connectors, and consolidated rental car center. The contract also required Clear Channel Airports to operate and maintain the hotel/motel advertising boards on the baggage claim level of each terminal. To date, the advertising locations total 342, with locations added in baggage claim levels, boarding areas, and exhibit locations.

Since the inception of the contract, Clear Channel has performed its contractual obligations. Further, Clear Channel works with and provides recommendations for the Airport to find new revenue streams related to its advertising concept in underutilized areas. The Airport Commission has found Clear Channel to be a partner in consistently meeting the challenges in an airport environment. We find Clear Channel's SFO representatives to be organized and professional.

We look forward to our continued collaborative relationship with Clear Channel Airports in setting the industry standard for a quality concession program at San Francisco International Airport.

Sincerely,

Cheryl Nashir
Associate Deputy Airport Director
Revenue Development and Management

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE
MAYOR

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JOHN L. MARTIN
AIRPORT DIRECTOR

Post Office Box 8097 San Francisco, California 94128 Tel 650.821.5000 Fax 650.821.5005 www.flysfo.com



Mary B. Loeffelholz
Regional Director
Corporate Real Estate

Delta Air Lines, Inc.
M/S 3 Dept. 877
7500 Airline Drive
Minneapolis, MN 55450
T +1 612.266.5102
F +1 612.266.5132
mary.loeffelholz@delta.com

March 15, 2011

Mr. Bob Lovell
Vice President, Operations
Clear Channel Airports
4635 Crackersport Rd.
Allentown, PA 18104

Re: Letter of Recommendation – Clear Channel Airports

Dear Mr. Lovell:

Delta Air Lines is pleased to provide a letter of reference for Clear Channel Airports (CCA) which has been the exclusive advertising provider for Delta Air Line's Concourse G at the Minneapolis-St. Paul International Airport since 2002. The scope of the contract with CCA includes all commercial advertising using various forms of media.

Despite the economic downturn and the overall reduction in commercial advertising, generally, CCA has demonstrated great skill and business acumen to continue to grow the advertising revenues as well as provide a comprehensive and quality advertising program at MSP. This has been done in line with defined operating parameters, including sensitivity of various advertising campaigns consistent with Delta Air Lines' brand messaging. As a testimony to the strong business partnership that Delta has with CCA, we extended the contract an additional 3 years. I am confident that CCA has the right team and approach to continue to grow the program and deliver on quality.

In summary, based on CCA's experience, core capabilities, and commitment to a strong business partnership, I recommend them as a comprehensive, full service, airport advertising provider. They have proven to be an asset to Delta at MSP and I am confident that they will do the same at any airport regardless of the size and scope.

If there are any questions then please feel free to contact me at 612-266-5102.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Mary B. Loeffelholz', written over a horizontal line.

Mary B. Loeffelholz
Delta Air Lines
Regional Director, Corporate Real Estate



DETROIT METRO • WILLOW RUN
WAYNE COUNTY AIRPORT AUTHORITY

L.C. Smith Terminal • Mezzanine
Detroit, MI 48242
ph 734 942 3550
fax 734 942 3793
www.metroairport.com

September 30, 2011

Mr. John Moyer
Vice President of Business Development
Clear Channel Airports
600 West Chicago Ave., Ste. 600
Chicago, IL 60654

Dear Mr. Moyer,

It is a pleasure to provide Clear Channel Airports (CCA) with a recommendation. For the past 10 years CCA has been the advertising concessionaire at DTW International Airport. Throughout the years we have observed CCA's move from "traditional" static advertising solutions to more contemporary, refined and technologically advanced solutions. Recently, DTW was successful in negotiating a new advertising contract with CCA that incorporated new technology and designs that moves the Airport's advertising program into the 21st century. As a matter of fact, CCA just completed the installation of 19 new touchscreen reservation/information centers that resemble large digital tablets. They also feature large LCD display advertising screens and mobile digital media (Flysmart). The units are sophisticated and integrate well with the overall facility architecture while enhancing our terminal environment and passenger service.

We have worked with CCA on various installations and they are well planned and professionally executed. They keep to the Airport's permit process and keep our team informed throughout the project.

The local staff is excellent to work with and I find them to be very professional, knowledgeable and responsive to the Airport's needs. Above all, they are always one step ahead in identifying additional revenue opportunities. I look forward to seeing what new technologies they will be recommending in the near future.

For all of the above reasons, I can recommend Clear Channel Airports to other airports.

Very Truly Yours,

Myrna Mendez,
VP Concessions and Air Service Development



GREATER TORONTO AIRPORTS AUTHORITY

LLOYD A. McCOOMB Ph.D., P.Eng.
President and Chief Executive Officer

October 25, 2011

Mr. Toby Sturek
President
Clear Channel Airports
600 West Chicago Ave, Suite 600
Chicago, Illinois 60654

Dear Mr. Sturek:

Subject: Greater Toronto Airports Authority
Reference Letter for Clear Channel Airports

I am pleased to provide a reference letter on behalf of Clear Channel Airports. Clear Channel has been operating the Advertising Concession at Toronto Pearson Airport since 1998. Over that period, various GTAA personnel have developed strong working relationships and a strategic approach to building the Advertising Concession with Clear Channel, in the interests of both parties.

In 2004 with the introduction of Toronto Pearson's Terminal 1, the GTAA and Clear Channel together created a contemporary Advertising Concession combining traditional Static Digital and Base Building media display formats that are complimentary to the architecture and contribute to the overall passenger experience. Today Toronto Pearson's advertising revenue / thousand passengers is amongst the highest in North America and growing yearly.

There have been no operational or business issues over the course of Clear Channel's License, which has resulted in the extension of their contract beyond the original Term. Clear Channel is an experienced and capable Airport Advertising Licensee.

Yours very truly,

Lloyd A. McCoomb

Greater Toronto Airports Authority
Toronto Pearson International Airport

P.O. Box 6031, 3111 Convalr Drive
Toronto, ON M1S 1B2

Phone: (416) 776.3344 Fax: (416) 776.3339
www.gtaa.com



Massachusetts Port Authority
One Harborside Drive, Suite 200S
East Boston, MA 02128-2909
Telephone (617) 568-5000
www.massport.com

October 19, 2011

To Whom it May Concern:

I have been asked to provide a letter of reference by Clear Channel Airports ("Clear Channel"). Clear Channel has been a commercial advertising concessionaire at Boston-Logan International Airport ("Logan Airport") since 1996. Clear Channel's responsibility under the current Leases for the commercial advertising concession program is for the development, installation, and sale of commercial advertising within the terminals, designated exterior locations and Massport's shuttle buses at Logan Airport.

In terms of the day-to-day management of the commercial advertising concession program, Clear Channel fulfills its responsibility to maximize advertising sales and revenue to Massport and to develop and implement new advertising opportunities. In addition to the ongoing sales efforts, Clear Channel efficiently executed the installation of the new in-terminal advertising inventory at the commencement of the Lease. Massport and Clear Channel staff meets on a monthly basis to review sales performance and operational issues and communicate daily about new sales opportunities.

Clear Channel has always acted in accordance with the terms and conditions of its concession agreements with Massport, and has fulfilled its obligations with respect thereto. We have found them to be a responsible and dependable advertising concessionaire. Should you have any questions, please do not hesitate to contact me at (617) 561-1662.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sal Amico", written over a light blue horizontal line.

Salvatore Amico
Aviation General Business Manager
Massachusetts Port Authority



COLUMBUS REGIONAL AIRPORT AUTHORITY
PORT COLUMBUS • RICKENBACKER • BOLTON

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President & CEO

August 2, 2010

Jon Abeln
Business Development Director
Clear Channel Interspace Airports
4635 Crackersport Road
Allentown, PA 18104

I have directly managed the Clear Channel Airports (CCA) contract for the Columbus Regional Airport Authority over the past seven (7) years. My relationship with CCA began in the RFP process, and included the lease negotiation as well as the installation phase. My responsibility now includes the ongoing management of the advertising contract and our relationship with CCA. In regards to all aspects, I have been, and continue to be, pleased with the level of professionalism and "get it done" attitude that CCA brings to the table. Their ideas are creative and their implementation has been superb.

CCA's displays improve the look of our terminal and their ongoing use of technology has been cutting edge, while also being passenger friendly. CCA raised the bar when they came on board and the entire team has continually listened to our input and adapted when needed. Uniformly the CCA staff, both locally and at the home office, has continued to provide quality service that consistently exceeds expectations. CCA's efforts made it easy for the Airport Authority to decide to extend their lease for the full term of ten (10) years.

I am pleased to recommend CCA, they have been true partners. Please feel free to contact me directly with any questions at 614-239-5034 or by email at dsaleme@columbusairports.com.

Sincerely,

David W. Saleme, A.A.E.
Concessions Manager

c: file

Port Columbus International Airport
4600 International Gateway
Columbus, Ohio 43219
Phone: 614-239-4000
Fax: 614-239-4066

Rickenbacker International Airport
7161 2nd Street
Columbus, Ohio 43217
Phone: 614-491-1401
Fax: 614-491-0662

Bolton Field Airport
2000 Norton Road
Columbus, Ohio 43228
Phone: 614-851-9900
Fax: 614-851-8959



HUNTSVILLE INTERNATIONAL AIRPORT • INTERNATIONAL INTERMODAL CENTER • JETPLEX INDUSTRIAL PARK

June 16, 2011

Mr. Ryan Kovalchick
Clear Channel Airports
4635 Crackersport Road
Allentown, PA 18104

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Dear Mr. Kovalchick,

I wanted to take this opportunity to compliment Clear Channel Airports on the new “high-tech” advertising program at the Huntsville International Airport. Combining the CCA supported LCDs and FlySmart app along with the Airport supported technology, creates an impressive technology offering to our clients and local business’ while providing great passenger services.

EXECUTIVE STAFF

Executive Director

Richard Tucker

Deputy Director

Luther Roberts, A.A.E., CMA

Director - IIC

Mitch Bradley

Since the initial install in 2009, the Clear Channel Airports technology program has performed well with minimal issues. When issues do arise, the CCA staff and vendors have been able to resolve issues quickly. This is extremely important as the technology program reflects on HSV and supports a large revenue stream. Observing the local service team walk the airport each day validating the displays, provides the extra level of support that is important to our clients, local business’ and passengers alike.

Director - Jetplex Industrial Park

Brooks Kracke

Director - Marketing

Barbie Peek

Director - Capital Improvements

Stan Hogan

In addition to supporting the Clear Channel Airports equipment, you have also worked well on integrating with our vendors to display advertising on HSV supported LCDs. Combining the CCA technical expertise with our local team is keeping HSV on the forefront of high tech advertising programs.

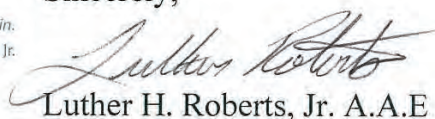
Director - Operations

Douglas E. Kreulen

Director - Finance & Admin.

Paul S. Kelly, Jr.

Sincerely,



Luther H. Roberts, Jr. A.A.E
Deputy Director



Princess Juliana International Airport
operating company N.V.

Jim Carey
Vice President Business Development
4635 Crackersport Road
Allentown, PA 18104

Date : January 20, 2011
Our ref. : PJIAE/MCD/11/112

Subject: Reference Letter

Dear Mr. Carey,

Since the inception of our working relation with Interspace Airport Advertising (Clear Channel) in 2003, we have been very pleased with the results you have achieved and the professional work ethic displayed. Thanks to your creativity, market expertise and development of new business, we have observed an important and sustained increase in advertising revenue for the Princess Juliana International Airport.

Without a doubt, Clear Channel represents one of the most serious and professional companies with an executive team with ample knowledge in the sale of advertising positions at international airports.

Sincerely,
PJIAE N.V.

L. Donker
Interim Managing Director



WILL ROGERS WORLD AIRPORT

December 9, 2010

Clear Channel Airports
4635 Crackersport Road
Allentown, PA 18104

Clear Channel Airports (CCA) was awarded the advertising concession program at Will Rogers World Airport in May of 2010. Since that time we have been impressed by the way they have transformed our previously lackluster program into one that provides cutting-edge technology, a wide and creative array of medium, and an aggressive sales program that produces.

Across the board, the CCA team is knowledgeable, experienced, professional and responsive. They are up for any challenge we throw their way, not the least of which, was an accelerated transition program that required the majority of the new program to be installed and operational in 41 days; in time for Oklahoma City's hosting of the US Conference of Mayors, a high-profile event that required the best from Oklahoma City. They not only delivered on time, but delivered an impressive new look in the terminal.

Since day one, CCA has worked tirelessly in growing the program and increasing sales. Their efforts have produced a first-class program at our airport. We would definitely recommend CCA to any airport.

Please feel free to contact me with any questions by telephone at 405-680-3262 or by email at karen.carney@okc.gov

Sincerely,

Karen Carney
Public Information and Marketing Manager

97° 36' 3" W
35° 23' 35" N

FLYOKC.COM

YOUR WORLD AT WILL
WILL ROGERS WORLD AIRPORT

7100 Terminal Drive / Unit 937
Oklahoma City / OK 73159
P / 405.680.3200
F / 405.680.3311



HERMES AIRPORTS LTD.

P.O.Box 43027
6650 Larnaka Airport
Cyprus
Tel: +357 24 742144
Fax: +357 24 643633
e-mail: info@hermesairports.com

February 25, 2010

To Whom It May Concern:

I'm pleased to recommend Clear Channel Interspace Airports and AdBoard to your company. Over the past thirty months, I worked directly with John Moyer, Clear Channel Interspace Airports, and Michael Kyriakides, managing director of AdBoard, on our airport advertising programs. Their services and creativity are highly rated and we have been extremely pleased with the work they have done for us.

Our partnership started June 2007 in our then aging terminals. Clear Channel Interspace Airports and AdBoard immediately took over the advertising programs at both airports and were able to make an immediate impression by aesthetically upgrading the offer and by significantly increasing our revenues. We then worked closely in an effort to design and deliver one of the most impressive and flexible advertising programs in Europe. The first of the two new terminals opened on the 17th of November 2008. The Clear Channel Interspace/AdBoard team was able to successfully launch the Pafos International Airport advertising program and set a new standard in the media sector and out-of-home media industry in Cyprus and Europe alike.

By far the biggest team effort offered to our company was the launch of new advertising program for the Larnaka International Airport on the 11th of November 2009. Hermes Airports trusted the Clear Channel Interspace Airports and AdBoard team with millions of EUROS worth of advertising space, and we are thrilled with the results. With the introduction of revolutionary media like the glass show-case, sequential displays, eye players, friction media, the biggest simultaneous four-sided displays and many others, we have been able to position this advertising program at the top percentile of advertising programs in the world.

Throughout the period of cooperation, Clear Channel Interspace Airports and AdBoard have been on time with their installation projects and have assisted us in making our advertising program a key revenue generator. I recommend them without hesitation and would chose to partner with them again if given the opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Elias Liolios'.

Elias Liolios

Property Development Manager

SAN ANTONIO AIRPORT SYSTEM



September 21, 2009

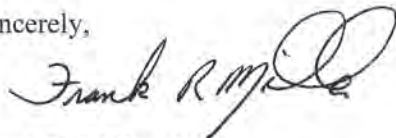
To Whom It May Concern:

In 2006, the City of San Antonio Aviation Department awarded Clear Channel Interspace Airports a ten-year advertising concession contract for San Antonio International Airport as well as the Convention Center and Alamodome. This unique packaging was a first in the industry and one-of-a-kind offering. The program includes wall wraps, state of the art LCD screens, high-tech reservation centers with both blue-tooth and web-based mobile media along with signature Free Charge stations.

Since the beginning of this partnership, we have had a positive experience. The resources and experience that Clear Channel Interspace Airports provides strengthens the program throughout. The team includes both corporate and local operations. The team possesses critical knowledge of product, achieves continued satisfied results in placement, timely and accurate sales progress reporting, creative and innovative internal design and efficient installation skills which are among the best in the industry. Both professional and efficient, the entire team is willing to assist and mold services as needed to accomplish the overall goal in the ever-changing economy. Locally, Maggie Johnson, owner of MJ Management, provides all levels of service providing outstanding follow-up and project management.

The success of the program is the result of hard work and dedication in this fluid environment involving all parties by providing an airport that reflects the dynamic community it serves while enhancing the terminals.

Sincerely,



Frank R. Miller, A.A.E.
Aviation Director



hn C. Brantley, Airport Director

RALEIGH-DURHAM AIRPORT AUTHORITY
1000 Trade Drive • PO Box 80001 • RDU Airport, NC 27

tel: (919) 840-2100 • fax: (919) 840-0175 • www.rdu

January 27, 2008

Mr. Robert Lovell
Clear Channel Interspace
4635 Crackersport Road
Allentown, PA 18104-9597

Dear Mr. Lovell,

I wanted to take this opportunity to let you know how pleased RDU Airport Authority is with the new “high-tech” advertising program throughout the terminal. This new program has not only enhanced the opening of Terminal 2, but has also drastically improved the feel of the existing Terminal 1.

The major improvements I’d like to mention include decreasing the static advertisements from nearly 95% to about 10%. The new digital program, consisting of concourse and baggage claim LCD Screens, new DPASS digital Information and Reservation Centers and *Mobile Media* that allows visitors more ease to access area information about local hotels, restaurants, and attractions on their cell phones. These upgrades dramatically improve our travelers’ experience.

The newly installed large format digital seamless plasma wall showcases area businesses, such as WakeMed, Duke Medicine, NCCU, Kane Realty and SAS. This impressive display touts these community leaders’ dedication to air service at RDU. They truly understand that the Airport is the economic engine of the region!

I would also like to congratulate your hard working and professional team on their commitment to the success of this program. Through logistically challenging “hard hat” sales, difficult engineering and installation reviews and first time technology integration, this transition was unbelievably smooth. Very well done!

We are pleased with our recently renewed partnership with Clear Channel Interspace and look forward to the next 10 years of superior service.

Sincerely,

Ingrid Hairston

Ingrid N. Hairston
Business Development Officer



NORFOLK AIRPORT AUTHORITY

Norfolk International Airport / 2200 Norview Avenue / Norfolk, Virginia 23518-5807
757-857-3351 / Fax: 757-857-3265

August 22, 2008

Jon Abeln
Business Development Director
Clear Channel Interspace Airports
4635 Crackersport Road
Allentown, PA 18194

Dear Mr. Abeln:

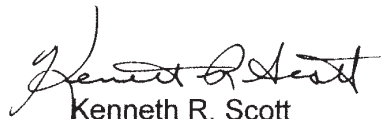
The Airport Authority has been partners with Clear Channel Interspace Airports (CCIA) since July 2002 when the company was awarded the contract for the development and management of the Commercial Advertising Program at Norfolk International Airport.

Since the beginning of that partnership, we have had a positive experience with the entire CCIA staff. They are knowledgeable, responsive and active in selling the Airport in our community. The program fulfills the Authority's original vision of having the Airport reflect the dynamic community it serves. CCIA has proven itself a performer in the continuous evolvement of the advertising program in a highly professional and profitable manner.

The high quality and professional Airport Advertising displays have enhanced the Airport terminals significantly. Advertising sales revenues have increased from \$200,000 to nearly \$1 million annually. CCIA has been highly successful in expanding the local base of advertisers that represent the community.

We are pleased with all aspects of CCIA's development and management of the Airport Commercial Advertising Program and strongly recommend them to other airports.

Sincerely,


Kenneth R. Scott
Executive Director

KRS/jpj



2011 TOP ADVERTISERS



Automotive

Jeep
Western Washington Toyota Dealers
KIA
Acura
Mitsubishi Heavy Industries America, Inc
Jaguar
GM Chevy Onstar
Mercedes Benz of North Olmsted
Honda of America Mfg, Inc.

Banking / Financial

American Express
Accenture
JP Morgan Chase
Chase Card Services
Charles Schwab
IBM
Chase Credit Card
Chase Card Services
Fidelity Investments
Navigant Consulting Inc
Citibank
Accenture
Chase/Southwest Rapid Rewards
Chase Card Services
American Express Delta Sky Miles
Banco HSBC (Costa Rica) S.A.
Ishares
Barclays Bank Delaware
Diners Club
Siemens
Barclays Bank Delaware
Chase Card Services
First Bank
JP Morgan Chase
Visa
Diners Club International
Bank Of America
MasterCard
Point B Solutions Group LLP
Scotiabank Jamaica
IDA Ireland
Huntington Bank

First Caribbean International Bank
Scotiabank Jamaica
Monster Media
National Commercial Bank Jamaica Limited
Principal Financial Group
Chase Card Services
RBTT Bank
Jamaica National Building Society
RBTT Bank
First Niagara Bank
Key Bank
Grace Kennedy Money Services
Barclays Bank Delaware
Citigroup Inc
First American Bank
CSCPA
Wachovia Retail Bank
ANZ Guam Inc
ABI Bank
Northwestern Mutual Life Ins

Beverages

Cerveceria Nacional Dominicana
Brugal & Co C Por A
Heineken
Patron Spirit Company, The
Beam Global Spirits & Wine
Red Bull
Coca-Cola Company
Barcelo Export Import C por A
Distribuidora La Florida
Caribbean Liquors & Tobacco
Banks Holdings Ltd

Business Services

St Petersburg Clearwater CVB
RobinsKaplanMiller
Nilan Johnson & Lewis
Gary, Williams, Finney
Ice Miller, LLP
Foley Hoag LLP Attorneys At Law
TSA Transportation Security Admin
Lane Powell Attorneys & Counselors
Center For Disease Control
Hustead Law Firm, The

Saul Ewing LLP
Wisconsin Milk Marketing Board
Economic Growth Foundation
DTAG Operations
Southwest Business Corp.
Consumer Source Inc

Computer Equipment / Supplies

Oracle
SAP
SAS Institute Inc
Juniper
Emerson
Microsoft Corporation
Infor Global Solutions Inc
IBM
CA Technologies
Microsoft Corporation
3M Optical Systems
CGI Technology and Solutions Inc.
Computer Sciences Corporation
Quest
Salesforce.com, Inc.
American Power Conversions
VMWare Inc

Drugs / Remedies

Johnson & Johnson
UCB, Inc.
Zimmer Inc
Abbott Laboratories
Nova Pharmaceutical
Aserra Inc

Education / Employment / Training

University of Phoenix
Thunderbird School of Global Mgmt
Northern Arizona University
Grand Canyon University
Board Of Regents Of The
University Of Ok
Ohio University
University Of Akron Marketing
Michigan State University
Webster University





2011 TOP ADVERTISERS



Duke University Health System
Washington University

Education / Employment / Training Cont.

St Joseph University
University of Colorado at Boulder
Cuyahoga Community College
UNC at Pembroke
University of Northern Colorado
UNC Kenan Flagler Business School
Colorado State University
Centre College
H. Wayne Huizenga-
School of Business
NC State University MBA Program
Kent State Athletics
Bob Bondurant School
Case Western Reserve University
Babson College
Worcester Polytechnic Institute
University of Washington
University of Phoenix Cleveland
Graduate School of Mgmt-UC Davis
Buena Vista University
Ashland University
Bethel University
Strayer University
Creighton University
University of Nebraska
The University of Texas at Arlington
Colorado School of Mines
Rosetta Stone
Drake University
East Carolina University
Notre Dame University

Entertainment

Sony Pictures Entertainment
Paramount Pictures Corporation
SeaWorld Park
Dolphin Cove
Busch Entertainment
Broadway In Chicago LLC
The Henry Ford

Dolphin Cove
Saint Louis Art Museum, The
Detroit Institute of Arts
Hoosier Park At Anderson
City Of Norfolk

Fashion

Breitling USA Inc
R.G. Barry Corporation
Rolex
Geoffrey Beene
Weston Jewelers
Omega Watch Corp

Food Products

Kraft General Foods
Dunkin Donuts

Gambling

Casino Arizona
Tulalip Casino
Fortt McDowell Casino
Beau Rivage Resort & Casino
Harrah's
Muckleshoot Indian Casino
IP Casino & Resort Spa
Isle Of Capri Casino Resort
Sandia Casino
Hard Rock Hotel & Casino
Seminole Tribe Of Florida
Thunder Valley Station Casino
Island View Casino & Resort
Hollywood Casino Bay St Louis
Gila River Gaming Enterprises, Inc
Indiana Downs
Santa Ana Star Casino
Turning Stone Casino Resort
Buffalo Thunder Resort & Casino
Treasure Bay Casino
Santa Claran Hotel Casino
Buffalo Thunder Resort & Casino
Wildwood Casino
Colusa Casino

Gasoline

Shell Oil Company

Healthcare & Medical

Banner Health System
Abbott Laboratories
Mayo Clinic
Wakemed
Baylor Healthcare System
Smith & Nephew, Inc
Cleveland Clinic
Sutter Health
Ochsner Health System
Pitt County Memorial Hospital
Siteman Cancer Center
UNC Healthcare
Cleveland Clinic Foundatio, The
Nebraska Medical Center
KCI
Capital Blue Cross
Biosense Webster
Excellus Blue Cross Blue Shield
Icon Laser Center Of America Ltd
Childrens Hospital
JFK Medical Center
Merck Sharp & Dohme

Hotels / Motels

Marriott Hotels
Sheraton Hotel
Hilton Hotel
La Quinta
Marriott Courtyard
Isle of Capri
Chase Hospitality
Hard Rock Hotel & Casino
Sandals Resorts International
Guapizul SRL Los Suenos Resort
Sheraton Cleveland Airport Hotel
Elysian Hotel & Resorts LLC
Red Roof Inn
Corporacion Vonderball SA
Accor N America c/o CC Outdoor
Hyatt Regency St. Louis Riverfront
Drury Hotels Company LLC
Marriott Vacation Club Int'L
White Lodgeing





2011 TOP ADVERTISERS

Duke University Health System
Washington University

Education / Employment / Training Cont.

St Joseph University
University of Colorado at Boulder
Cuyahoga Community College
UNC at Pembroke
University of Northern Colorado
UNC Kenan Flagler Business School
Colorado State University
Centre College
H. Wayne Huizenga-
School of Business
NC State University MBA Program
Kent State Athletics
Bob Bondurant School
Case Western Reserve University
Babson College
Worcester Polytechnic Institute
University of Washington
University of Phoenix Cleveland
Graduate School of Mgmt-UC Davis
Buena Vista University
Ashland University
Bethel University
Strayer University
Creighton University
University of Nebraska
The University of Texas at Arlington
Colorado School of Mines
Rosetta Stone
Drake University
East Carolina University
Notre Dame University

Entertainment

Sony Pictures Entertainment
Paramount Pictures Corporation
SeaWorld Park
Dolphin Cove
Busch Entertainment
Broadway In Chicago LLC
The Henry Ford

Dolphin Cove
Saint Louis Art Museum, The
Detroit Institute of Arts
Hoosier Park At Anderson
City Of Norfolk

Fashion

Breitling USA Inc
R.G. Barry Corporation
Rolex
Geoffrey Beene
Weston Jewelers
Omega Watch Corp

Food Products

Kraft General Foods
Dunkin Donuts

Gambling

Casino Arizona
Tulalip Casino
Fortt McDowell Casino
Beau Rivage Resort & Casino
Harrah's
Muckleshoot Indian Casino
IP Casino & Resort Spa
Isle Of Capri Casino Resort
Sandia Casino
Hard Rock Hotel & Casino
Seminole Tribe Of Florida
Thunder Valley Station Casino
Island View Casino & Resort
Hollywood Casino Bay St Louis
Gila River Gaming Enterprises, Inc
Indiana Downs
Santa Ana Star Casino
Turning Stone Casino Resort
Buffalo Thunder Resort & Casino
Treasure Bay Casino
Santa Claran Hotel Casino
Buffalo Thunder Resort & Casino
Wildwood Casino
Colusa Casino

Gasoline

Shell Oil Company

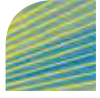
Healthcare & Medical

Banner Health System
Abbott Laboratories
Mayo Clinic
Wakemed
Baylor Healthcare System
Smith & Nephew, Inc
Cleveland Clinic
Sutter Health
Ochsner Health System
Pitt County Memorial Hospital
Siteman Cancer Center
UNC Healthcare
Cleveland Clinic Foundatio, The
Nebraska Medical Center
KCI
Capital Blue Cross
Biosense Webster
Excellus Blue Cross Blue Shield
Icon Laser Center Of America Ltd
Childrens Hospital
JFK Medical Center
Merck Sharp & Dohme

Hotels / Motels

Marriott Hotels
Sheraton Hotel
Hilton Hotel
La Quinta
Marriott Courtyard
Isle of Capri
Chase Hospitality
Hard Rock Hotel & Casino
Sandals Resorts International
Guapizul SRL Los Suenos Resort
Sheraton Cleveland Airport Hotel
Elysian Hotel & Resorts LLC
Red Roof Inn
Corporacion Vonderball SA
Accor N America c/o CC Outdoor
Hyatt Regency St. Louis Riverfront
Drury Hotels Company LLC
Marriott Vacation Club Int'L
White Lodgeing





2011 TOP ADVERTISERS



Emerson
NetSuite, Inc
American Electric Power
Riverbed Technology, Inc.
Tasc, Inc.
United Technologies Corp
Northrop Grumman
Panasonic
Westcon Group
ZOHO Corporation
Digicel
Extreme Networks
United Space Alliance

Cellular / Wireless

Verizon
AT&T
Digicel
Oceanic Digital Jamaica Limited
Orange Dominicana
Virgin Mobile
Digicel
PTI Pacifica
Lime
Digicel St Lucia
Claro Codetel
GTA
Sprint Nextel
CBN
Setar
UTS
Orange Caraibe
CWI Caribbean Limited
ACS Alaska, Inc.
Columbus Communications Jamaica
Ct Cell Curacao Telecom (Digicel)
Telem Group
Iconnect
Digicel/Antigua Wireless Ventures

Travel / Transportation

Southwest Airlines
Kayak.com
United Airlines
Delta Air Lines Inc
US Airways
Alaska Airlines

Puerto Rico Tourism
Amtrak
St. Louis Convention & Visitors
MLT Vacations
Sound Transit
Spirit Airlines
Kayak.com
MLT Vacations
Jet Blue Airlines
Tourism Saskatchewan
Security Point Media
Stila Limousine Association
Hertz
Enterprise Leasing Company of CHI
India Tourism
DTG Operations Inc
American Airlines
Port Authority of San Antonio
Pace Bus Service
Horizon Air
Greater San Antonio Transportation
Cancun Convention & Visitors
Couples Resorts
Executive Taxi
Super Shuttle International
Gaylord Texan Resort
Avis Budget Rent A Car
Lee County Port Authority



**Sampling of Clear Channel Airports Top Advertisers
National/International**



March 16, 2011

Clear Channel Airports
4635 Crackersport Rd.
Allentown, PA 18104
Attn: Gwen Stokes

Dear Gwen:

I wanted to take a moment to thank CCA and you, as our representative for many years now, for all your efforts on our agency's behalf. We value our close working relationship for your quick response to our requests and ability to negotiate the best airport advertising packages at the most cost-effective rates for our client's campaigns.

There have been many times when there is little time to respond to a request and we are working with limited inventory. You have always taken up the challenge, as we do, and demonstrate creativity in evaluating and recommending your inventory as well as meet our client's deadlines.

Collaboration is key in today's highly competitive market. EMC has found in CCA a partner that we rely on no matter the scope of the request or the timeframe to respond.

Best regards.

Betsy J. McLarney

CEO

EMC Outdoor

billups:worldwide

03/17/2011

Clear Channel Airports

555 12th Street #950

Oakland, CA 94607

Dear Meredith,

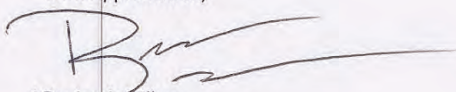
I wanted to take a moment to tell you how much I appreciate the professional and comprehensive service you provide to Billups Worldwide.

We regularly entrust you with internal information and external opportunities and you consistently over-deliver and lookout for us. We also genuinely appreciate your creativity and tenacity to get things done for us on daily basis that otherwise wouldn't be placed as airport business.

Thanks again for your fantastic service in making airports an attractive and easy media to buy individually or across your network. We like to call all of our vendors, "partners", and you exemplify this.

I enjoy working with you and look forward to continuing the relationship for years to come.

With Appreciation,



Benjamin Billups

CEO

o: 503.454.0711

w: billupsworldwide.com

March 11, 2011

Clear Channel Airports
Marian Van Poppel
4695 S. Monaco Street
Denver, CO 80237

Dear Marian,

I am happy to provide a letter of reference for Clear Channel Airports. I have had the pleasure of working with you and your team at CCA for the past five years. CCA continually delivers great service, before and after the sale, and always works hard to make sure we and our clients are satisfied.

It is always beneficial to have unique Out of Home advertising platforms to bring to our clients. The CCA media formats continue to provide a great marketing solution for us and our clients.

We look forward to growing our partnership and relationship with you and Clear Channel Airports as you continue to grow your business moving forward. If I can be of any further assistance, please do not hesitate to reach out to me.

Regards,

Scott Blair
Vice President, Business Development
Billups Worldwide
303-501-0501



3/10/11

Clear Channel Airports

1600 Utica Avenue South, Suite 400

Minneapolis, MN 55416

Dear Peggy Hardie,

I wanted to take a moment to tell you how much I appreciate the professional and comprehensive service you provide.

You and the folks at Clear Channel Airports are, creative, efficient and timely in promoting airports as a medium and responding to our needs. I always feel confident dealing with CCA.

Thanks again for your fantastic service in making airports an attractive and easy media to buy individually or across your network.

I enjoy working with you and look forward to continuing the relationship for years to come.

Regards,

Butch Howard

General Manager

March 30, 2011

Meredith Haggerty

General Manager | Airports-Northern California
Clear Channel Airports | 555 12th Street #950| Oakland, CA 94607

Dear Meredith,

I wanted to take a moment to tell you how much I appreciate the professional and comprehensive service you provide.

You, Lynsey and Albert have been God-sends in dealing with the immediate and ever changing demands of our clients. You're quick responsiveness; ability to turn RFP around within a day is impressive! And it helps make my job easier. I greatly appreciate the way you align with us to serve our clients, finding optimal positions to help them meet their goals. Your team is creative, efficient and timely in promoting airports as a medium and responding to our needs. I always feel confident dealing with CCA.

Thanks again for your fantastic service in making airports an attractive and easy media to buy individually or across your network.

I enjoy working with you and look forward to continuing the relationship for years to come.

Regards,

Braughnwynn "Bibi" Jackson

Media Planner



Los Angeles

New York

Seattle

San Francisco

Portland

Louisville

3/15/11

Clear Channel Airports
4635 Crackersport Road
Allentown, PA 18104

Dear Cheryl:

I wanted to take a moment to tell you how much I appreciate the professional and comprehensive service you all provide.

Cheryl, and Clear Channel Airports, are creative, efficient and timely in promoting airports as a medium while also responding to our needs. I always feel confident dealing with CCA. You seem to understand client needs beyond the narrow scope of OOH Media. This is especially important in the planning phase.

Thanks again for your fantastic service in making airports an attractive and easy media to buy individually or across your network.

I enjoy working with you and look forward to continuing the relationship for years to come.

Regards,

Rick Robinson

West Coast General Manager/National Creative Director
MacDonald Media



400 • ONE FINANCIAL PLAZA
120 SOUTH SIXTH STREET
MINNEAPOLIS • MN 55402
P 612 305 7500 F 612 305 7501

Jenna E. Gruen
Direct Dial: 612.305.7607
Email: jgruen@nilanjohnson.com

March 15, 2011

Peggy Hardie
General Manager
Clear Channel Airports
1600 Utica Avenue South, Suite 400
Minneapolis, MN 55416

Dear Peggy:

As it is that time of year in which I assess my programs and report to the Board of Directors, I felt compelled to write to you about the positive results we have received over the years regarding our advertising at the Minneapolis St. Paul airport. Not only have we received a constant increase in the awareness of our firm in the general business community, but we have also received superior service from you and your team.

Clear Channel Airports keeps the best interests of our business in mind while responding to our needs by putting together the best advertising package that maximizes our visibility. Your service in particular has been super responsive and creative in terms of solving any issue that may have arisen over the years.

Thanks again for your continued professional and trustworthy work.

Sincerely,

A handwritten signature in cursive script that reads 'Jenna E. Gruen'.

Jenna E. Gruen
Director of Marketing and Practice Development

NILANJOHNSON.COM



Eliane Turner
39550 7 Mile Rd
Northville TWP, MI 48167
Work: 248-380-7770
Cell: 313-617-2277

July 14th, 2010

Wayne County Airport Authority
L.C. Smith Terminal- Mezzanine Level
Detroit, MI 48242

To whom it may concern,

I have been working with Clear Channel Airports for the past two years. I have purchased dioramas in Detroit Metro Airport at McNamara Terminal.

Clear Channel Airports has provided excellent services. They are professional and easy to work with. It is very difficult to find companies who listen and understand their client's needs. They surely gave me excellent return on every marketing dollar I spent with them.

I highly recommend Clear Channel Airports as a reliable company to work with.

Sincerely,

A handwritten signature in blue ink, appearing to be "Eliane", with a long horizontal stroke extending to the right.

Eliane Turner
Owner of Gaucho Steakhouse



Dace Kainass
Outdoor Advertising Group
12220 13 Mile Road
Warren, MI 48093
586.753.8640

Wayne County Airport Authority
L.C. Smith Terminal- Mezzanine Level
Detroit, MI 48242

To whom it may concern,

I have been working with the Clear Channel Airports office in Detroit for quite a few years now. We have worked closely together on media buying for multiple clients of Outdoor Services Inc., now Outdoor Advertising Group.

Clear Channel Airports has been a wonderful partner over the years. I am always confident they are looking out for my client's best interest. They have been extremely reliable and helpful with meeting all deadlines. They have always been professional and have provided excellent service.

It's been a pleasure to work with Clear Channel Airports.

Sincerely,

A handwritten signature in black ink that reads 'Dace Kainass'. The signature is fluid and cursive, with the first name 'Dace' being more prominent than the last name 'Kainass'.

Dace Kainass
Managing Director



March 1 2007

Ms. Laura Luu
Finance & Administration
Norman Y. Mineta San Jose International Airport
1732 North First Street, Suite 600
San Jose, CA 95112.

Dear Ms.Luu.

Re: REFERENCE CLEAR CHANNEL AIRPORTS

I am extremely pleased to act as a referee to the superior abilities of the Clear Channel Outdoor team relative to their servicing of the Ardea Beverage Company advertising account.

Ardea is the manufacturer and marketer of airforce Nutrisoda nutrient enhanced sodas. We are a 100% owned subsidiary of PepsiAmericas, Inc.

We have been advertising with Clear Channel Airports since October 2004.

We are extremely pleased with our airport advertising. More importantly we have forged a true partnership with the CCA team. They have helped us build a business that is quite possibly the next "big thing" when it comes to beverages. That they have attracted a solidly FMCG brand franchise is testament to their ability to sell the airport concourse as a great catchment opportunity for consumers, in particular more educated affluent consumers.



527 Marquette Avenue, 6th Floor
Minneapolis, MN 55402
P: 612 746 2770 F: 612 746 2771
→ WWW.NUTRISODA.COM ←



Clear Channel Airports Top 20 Local/Regional Advertiser Categories

- **Banking/Financial Services**
- **Technology**
- **Telecommunications**
- **Amusement**
- **Insurance**
- **Travel & Transportation**
- **Hotels/Motels**
- **Manufacturing**
- **Education, Employment and Training**
- **Gambling**
- **Business Services**
- **Media**
- **Automotive**
- **Beverage – Alcoholic**
- **Restaurants**
- **Entertainment**
- **Internet & E Commerce**
- **Food & Food Products**
- **Retail**
- **Beverage – Non-Alcoholic**



**Sampling of Clear Channel Airports Top Advertisers
Local/Regional**



October 14, 2011

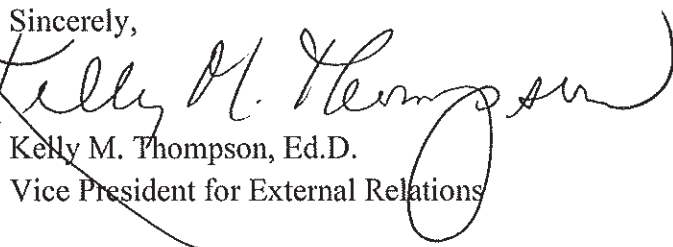
Ms. Sharon Harris
Marketing Consultant
Clear Channel Airports
4635 Crackersport Road
Allentown, PA 18104-9597

Dear Sharon:

The service and personal attention we have received from Clear Channel Airports advertising has been exceptional. Your marketing program is top of the line and has provided us with the opportunity to reach potential new students and donors in a unique way. It has also helped us stand out from the competition by generating attention in global markets.

We highly recommend Clear Channel Airports advertising and look forward to continuing the relationship in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly M. Thompson", is written over the typed name and title.

Kelly M. Thompson, Ed.D.
Vice President for External Relations

2011 CMA Board of Directors

OFFICERS

Steve Buchanan, Chairman GAYLORD ENTERTAINMENT
Gary Overton, President SDNY MUSIC NASHVILLE
Jessie Schmidt, Secretary / Treasurer SCHMIDT RELATIONS
Pat Collins, President-Elect SESAC

DIRECTORS

Jaye Alwright ALBRIGHT & O'MALLEY COUNTRY RADIO SPECIALISTS
Charlie Anderson ANDERSON MEDIA CORPORATION
Ian Ashbridge VYRASSER RECORDS, LTD
Becky Brunner KMP5-FM / CBS RADIO SEATTLE
Kix Brooks
Frank Bumstead FLOOD, BUMSTEAD, MCCREARY & MCCARTHY, INC.
Tony Conway CONWAY ENTERTAINMENT GROUP, LLC
CHARLIE COOK MCWAY MEDIA
Jay DeBascaris RASCAL FLATS
J. William Denny DENNY PROPERTIES
Bob DiPiero LOVE MONKEY MUSIC
Tim DuBois ASCAP
Randy Goodman
Lon Helton COUNTRY AIRCHECK
Jeha Heibbs
Dann Huff GAIN HUFF PRODUCTIONS
Ron Kitchener RKG ENTERTAINMENT GROUP, INC.
Jeffrey Krueger FACE, INC. / WE FEST
Joey Lee WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
Ken Levitan VECTOR MANAGEMENT
Doc McShane MCNEE ENTERTAINMENT
Ralph Peer PEERMUSIC
Brian Philips CMT
Frances Preston
Randy Scruggs RANDY SCRUGGS PRODUCTIONS
Nancy Shapiro THE RECORDING ACADEMY
Victorie Shaw SDGNVICIOUS MUSIC
Michael Vaden DECOSIMO / VADEN
Larry Vallen AFG LIVE
Jeff Walker ARISTOMEDIA GROUP
Storme Warren SURFING ROOSE PRODUCTIONS
Jody Williams BMI
Mark Wright SHOW DUG-UNIVERSAL MUSIC
DIRECTORS AT LARGE
Steve Bogard ONE MUSIC GROUP
Scout Borchetta BIG MACHINE LABEL GROUP
Connie Bradley
Lufe Bryan
Mike Dungen CAPITOL RECORDS NASHVILLE
John Esposito WARNER MUSIC NASHVILLE
Karen Fairchild LITTLE BIG TOWN
Joe Galante
Jeff Garrison KMIE-FM / CBS RADIO PHOENIX
Mark Hamilton THURS
Ed Hardy GAC
Pat Higdon UNIVERSAL MUSIC PUBLISHING
Clint Higham MORRIS MANAGEMENT GROUP
John Huse CAA / CREATIVE ARTISTS AGENCY
Brett James CORNMAH MUSIC
Jan Jeffries CORALLUS MEDIA
Marion Kraft SHOPKEEPER MANAGEMENT
Lufe Lewis OJAG NASHVILLE
Frank Liddell CARNIVAL MUSIC
Erik Logan HARPO PRODUCTIONS
John Marks SIRIUS XM SATELLITE RADIO
Doug Montgomery WEST-FM / CLEAR CHANNEL RADIO GRAND RAPIDS
Mike Moore ENTERCOM COMMUNICATIONS
Jason Owen SANDBOX ENTERTAINMENT
Rob Potts ROB POTTS ENTERTAINMENT EDGE
David Ross MUSIC ROW PUBLICATIONS, INC.
Ron Sakamoto GOLD & GOLD PRODUCTIONS, LTD.
Rick Stapp WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC
Bill Simmons THE FITZGERALD HARTLEY COMPANY
Clarence Spalding SPALDING ENTERTAINMENT, LLC
Troy Tomlinson SDNY/ATV MUSIC PUBLISHING
Rusty Walker RUSTY WALKER PROGRAMMING CONSULTANT, INC.
Tim Whippman WHIPPERMAN MUSIC GROUP
EX OFFICIO
Jim Free THE SMITH-FREE GROUP, LLC
Kyle Young COUNTRY MUSIC HALL OF FAME AND MUSEUM
LEGAL COUNSEL
R. Horton Frank LUNA LAY GROUP, PLLC
Richard Frank COUNSEL EMERITUS
Jed Katz GREENBERG TRAUBIG, LLC
For CMA
Steve Moore CMA CHIEF EXECUTIVE OFFICER
Bobette Dudley CMA SENIOR VP
Wendy Pearl CMA VP OF CORPORATE COMMUNICATIONS
Amy Smartt CMA VP OF FINANCE & ADMINISTRATION
Shari Warrke CMA VP OF STRATEGIC PARTNERSHIPS



July 11, 2011

Dear Sir or Madam:

My company, the Country Music Association, has been an advertiser at Nashville International Airport since 2006. The spaces we occupy and have occupied (Baggage Claim #2 wall wrap, former terminal wall) have been utilized to promote CMA live events and national television broadcasts.

In our five years under contract, we have been pleased with not only the visibility of the ad units and the opportunity to deliver such a large volume of impressions but also with the exemplary customer service afforded us by Clear Channel Airports. Whenever we have sought information, it has been furnished expeditiously and fully. And when we have inquired about site visits and alternate or additional advertising opportunities, those needs have been addressed in a professional, client-focused manner.

CMA's experiences with Clear Channel Advertising at BNA have been positive. So much so in fact that we have inquired about extending our current contract or evaluating new spaces at BNA. If I may be of assistance or offer further comment, please don't hesitate to contact me.

Sincerely,

Cory Chapman
Director of Marketing
Country Music Association
(615) 664-1648 direct phone
(615) 248-1007 fax
cchapman@CMAworld.com



DukeMedicine

Clear Channel Airports
4635 Crackersport Road,
Allentown PA 18104
Tel 800-648-8437 ext. 252
Fax 610-395-4450

10 August 2011

To whom it may concern,

We have been pleased with the professionalism and attentiveness to our needs of our sales representative, Sharon Harris, and value the opportunities we have to deliver messaging at Raleigh Durham International Airport (RDU).

Considering that the mission of Duke Medicine is to transform medicine and health locally and globally, advertising in our community's gateway to the world lets us remind visitors of the renowned research and training that happens here. We also deliver messaging aimed at improving community health through health awareness campaigns. The ability to change out digital creative quickly is a very appealing element of the program, and we continue to consider ways to innovate messaging delivery.

We're happy to be a part of the advertising program at RDU.

Sincerely,

Tom Clapham
Senior Marketing Manager
Duke Medicine
tom.clapham@duke.edu



Jon Abeln
Clear Channel Airports
4635 Crackersport Road
Allentown, PA 18104-9597

Dear Jon:

ClearChannel is one of my favorite vendors with which to work—not just because of what they provide but because of *how* they provide it. Advertisers can come up with a multitude of ways to help me communicate my message, but the difference I have noted with ClearChannel is the personable approach they take with my company and me. They really seem to care about me as a person and want to get to know me and how they can best meet the needs of Gaylord Opryland Resort. I thoroughly enjoy working with Holly, who makes a point of seeing me each time she is in Nashville on business, and I appreciate the time she takes to acquaint and educate herself with the many facets of my company, which makes her reliable, knowledgeable and on top of her game. It is the caring approach to what they do that makes the difference.

Sincerely,

Ann Dee McClane-Bunn
Senior Marketing & Public Relations Manager
Gaylord Opryland Resort & Convention Center
615-458-2896 | amcclane-bunn@gaylordhotels.com



September 15, 2011

Dear ClearChannel executives—

We recently installed two graphic wrap displays at the Lincoln, Nebraska, airport – one at each exit. Within a day, I received phone calls and an email from business associates and leaders in the area who noticed the signage and wanted to let me know what a positive impression it made. I've not had that kind of immediate feedback from our newspaper or radio ads. I am delighted that the thousands of travelers who pass through those doors each month will be welcomed to Lincoln by Madonna Rehabilitation Hospital. The signage not only enhances the reputation of Madonna, but also the city as a whole.

This wouldn't have been possible without the polite persistence of Frank Forestieri. He sent me emails and followed-up with phone calls on a regular basis. Like most hospital marketing directors, I have a lot of responsibilities and projects to manage, so it's difficult to thoughtfully review and respond to requests for new advertising opportunities. But Frank kept cheerfully calling and when he asked if I could meet him at the airport to at least look at the signage opportunities, I thought I'd better go check it out. Frank reviewed the airport demographics with me which was a big help in determining if airport advertising would be effective for Madonna. I didn't know so many travelers used the Lincoln airport and when you add the additional people who often accompany travelers, it adds up to a significant number of impressions each month. I also appreciated Frank's help in securing a price we could afford. Although Madonna is a major employer and one of the largest freestanding rehabilitation hospitals in the country, we are a non-profit facility with a very frugal advertising budget.

I also appreciated Mary Ann Mohr's assistance in coordinating the installation. With her excellent communication, I knew the quality of the signage would be assured and installation process would go smoothly, which it did.

I invite you to visit Madonna Rehabilitation Hospital via the Lincoln, Nebraska, airport so you can see our impressive "Welcome to Lincoln" signage and tour our world class rehabilitation hospital. It's great when best-in-class businesses can work together to create a new project.

Kindest regards,

A handwritten signature in black ink that reads "Molly C. Nance". The signature is written in a cursive, flowing style.

Molly C. Nance
Director of Strategic Planning and Marketing
402-483-9572
mnance@madonna.org

Bozell

1022 Leavenworth
Omaha, NE 68102
tel: 402.965.4300
fax: 402.965.4399
www.bozell.com

July 28, 2011

Brian Slepetz
Marketing Consultant
Clear Channel Airports

Dear Brian,

Thank you so much for the opportunity to work with you on the airport belt wraps during the Berkshire Hathaway weekend. We were excited to bring this opportunity to our client and they were very thrilled with the exposure they received for the weekend event.

A quote we received from our client is below.

"We are very happy with the execution of the belt wraps at the airport. We think it did a great job of driving extremely targeted awareness among BRK shareholders. We've received great comments from management and shareholders and would definitely consider doing this promotion again next year!"

Stephanie Kylo, Senior Marketing Associate

Again, it was great to work with you!

Lana LeGrand
Business and Engagement Developer
Bozell



August 1, 2011

Jeannie Evangelista/Marketing Consultant
Clear Channel Airports
4635 Crackersport Road
Allentown, PA 18104

Dear Jeannie:

It has been a pleasure working with you, Amy, and Jerry with Clear Channel Airports on our airport advertising campaign. All of you have consistently provided any information and assistance needed in a very timely manner.

Clear Channel Airports is providing great exposure for Jackson County with their brochure display area and large screen advertising at the Northwest Florida Beaches International Airport in Panama City. The Jackson County Tourist Development Council and the Jackson County Chamber of Commerce are excited to have this venue for promoting Jackson County! We look forward to a long advertising relationship."

Sincerely,

A handwritten signature in blue ink that reads "Mary D. Pettis".

Mary D. Pettis
Executive Vice President

Wayne County Airport Authority to Partner With Clear Channel Airports, McConnell Communications to Develop New Community Showcase Program



New digital technology to help passengers connect with area attractions, services

ROMULUS, Mich., July 12, 2011 /PRNewswire/ -- Clear Channel Airports (CCA) and McConnell Communications have been selected to partner with Wayne County Airport Authority to create a dynamic "Community Showcase" Program to be featured throughout Detroit Metropolitan Airport. The advertising program, created by CCA, will offer local and regional businesses the opportunity to reach the 30-plus million passengers who utilize the airport annually.

(Photo: <http://photos.prnewswire.com/prnh/20110712/DE33681>)



The Program highlights include the installation of new technologies, such as kiosks that will replace old phone boards found in both the McNamara and North Terminals, which will provide passengers with a wealth of information to connect with area hotels, restaurants, transportation and events. There will be a total of 11 digital centers, all of which incorporate large format LCDs, touch screens, dynamic local mapping, phone accessibility and CCA's free mobile app called FLYsmart.

"By highlighting the diverse businesses and attractions of the region, Detroit Metro Airport will provide a warm welcome for entering the community. Moreover, the new digital centers create unique platforms to deliver targeted messages and will maximize the value of advertisers' investments," said CCA Representative John Moyer. "There is no better way to communicate the best of the area to travelers – residents and visitors alike – all the while enhancing a local company's exposure."

Area businesses have the opportunity to market to a dynamic and upscale audience. In addition to fulfilling a marketing strategy for local businesses, corporations and attractions, the program enhances passenger services and creates a favorable impression of all that Southeast Michigan has to offer.

"You can cost effectively deliver a message to not just the 30 million tourists, vacationers and business leaders, but also the family, friends and peers," said Darci E. McConnell, president of McConnell Communications. "This audience has the demographic profile, the resources, responsibility and education that businesses need to reach in order to succeed."



Gino Antonello

The joint venture structure required firms to combine their management philosophies and integrate processes to complete a "super turnkey operation," says Gino Antonello, vice president of transportation systems and equipment for Sumitomo.

The integration strategy apparently worked, because the MIA Mover was completed on time, under budget and with no additional claims.

The use of joint ventures made it easier to resolve problems before they ballooned into costly delays, reasons Antonello.

"Combining design and build functions made it easier for the airport staff, because the same team was responsible from beginning to end," he explains. "Our partnership gave them a central point of contact for the entire project, making it much easier to manage than it would have been had there been one contract for civil engineering and one contract for operations."

Welcome to NEXT GENERATION Airport Advertising.



24 Screen LCD Network



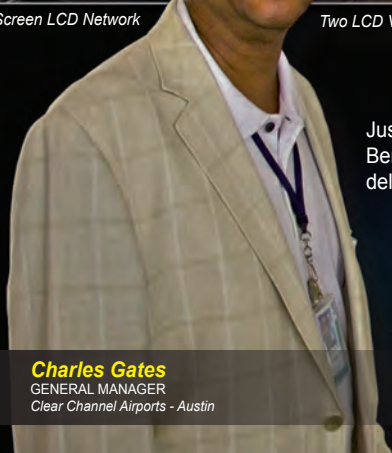
Two LCD Video Walls



Large Format Tension Fabric Systems



70" LCD Displays



Charles Gates
GENERAL MANAGER
Clear Channel Airports - Austin

Just seven months after being awarded the advertising concession contract at the Austin-Bergstrom International Airport, Clear Channel Airports has more than doubled revenues and delivered a Next Generation State-of-the Art program.



www.clearchannelairports.com | 877.422.8326

Thursday, May 20, 2010

Clear Channel Airports rolls out interactive advertising in Seattle

Puget Sound Business Journal (Seattle)

Clear Channel Outdoor is teaming with a multimedia company to establish a new network of digital signs that will be featured in select airports across the country.

Clear Channel Airports, a division of Clear Channel Outdoor (NYSE: CCO), has formed a partnership with Monster Media to implement a new interactive digital advertising platform.

The first installation of this technology, called gesture-based digital signage, will take place in Seattle-Tacoma International Airport's Central Terminal on May 22. The signs will go live on June 1.

Sea-Tac Airport is the nation's 18th busiest airport with more than 31.3 million passengers in 2009.

Through gesture technology, consumers will interact with advertisers and their brands through a motion-detecting wall display. Consumers who want more information on a particular brand will be able to touch the screen to access applications. The technology also allows multi-media imagery to be integrated with branded messages.

"Clear Channel is redefining the digital out-of-home advertising landscape with cutting-edge display platforms that deliver greater engagement for brands. Through our gesture technology display at Sea-Tac Airport, we're providing advertisers with a new way to deliver truly memorable brand experiences," says Clear Channel Airports President Toby J. Sturek. "And the appeal extends beyond bringing advertisers' messaging to life by delivering built-in audience measurement as the displays track gestures."

Clear Channel Outdoor is the world's largest outdoor advertising company. It is majority-owned by San Antonio-based **Clear Channel Communications Inc.** (OTCBB: CCMO).

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Friday, November 12, 2010

Tampa Businesses Find Benefits in Advertising at Airport

Local businesses seek opportunities to expand advertising in Tampa International Airport

Tampa, FL (PRWEB) August 31, 2010

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Clear Channel Airport's (CCA) innovative advertising project in Tampa International Airport (TIA) is quickly gaining traction with local businesses. The exciting new options give these businesses more advertising opportunities in TIA than ever before. The first of the new contracts take effect in October.

"Clear Channel's Airports new Digital Passenger Service System features technology that will give the Ramada Westshore Tampa Airport great placement enabling all travelers to view our hotel at a glance," stated Bill Cole, CHA the General Manager of Ramada Tampa Westshore Inn & Conference Center.

To date, several local businesses have signed contracts to take advantage of this initiative. The use of multiple advertising methods within the airport is appealing to business owners in the area. These can include special signage options, ground-breaking new spaces in the airport to advertise, and the interactive kiosks that will service travelers while navigating the Tampa Bay area.

"Two local institutions that truly bring this to life for visitors are the Wyndham Westshore Hotel and Tampa International Airport," says Evan Brownstein Partner/Chief Creative Officer of Bright Monkey Marketing. "As the Wyndham Westshore's marketing agency, we constantly seek engaging ways to bring their "Stay Well, Sleep Well, Be Well" brand to life. That is why we are so enthusiastic about the new media platforms Clear Channel has created at Tampa International. Most importantly, Clear Channel makes it easier to communicate information that will enhance the quality of travelers' visits to Tampa. And they do it in a way that allows us to differentiate our clients' brands. A perfect example of this is the new interactive kiosks that replace the old-fashioned courtesy phones."

Local businesses in the Tampa Bay area can appreciate the large volume of traffic that passes through the airport daily and understand the importance of getting their messages in front of those travelers. Tampa International Airport operations host nearly 17 million annual passengers and handle 175 million pounds of cargo through 59 gates. About Clear Channel Outdoor

Clear Channel Outdoor (NYSE:CCO) is the world's largest outdoor advertising company with close to one million displays in over 50 countries across 5 continents. In the United States, the company operates over 200,000 advertising displays and has a presence in 48 of the top 50 Designated Market Areas. It also operates airport, rail, and mall advertising businesses worldwide. Its Spectacolor (U.S.) and DEFI (international) divisions are the global market leaders in spectacular sign displays, including in New York's Times Square. Clear Channel Adshel is the company's international street furniture division, which operates over 3,500 municipal advertising contracts worldwide. Clear Channel Outdoor also operates digital displays and networks in most of its divisions. More information may be found by visiting www.clearchanneloutdoor.com

“Most importantly, Clear Channel makes it easier to communicate information that will enhance the quality of travelers' visits to Tampa. And they do it in a way that allows us to differentiate our clients' brands.”

Interspace Airport Advertising Launches State-of-the-Art Display Program at Turks & Caicos Islands Airports



A view of the new creative displays at the Providenciales International Airport



A brand new look for the Providenciales International Airport

INTERSPACE AIRPORT ADVERTISING, TCI, Ltd. (IAA), a subsidiary of Clear Channel Airports (CCA), the world's leading marketer of airport advertising, and Turks & Caicos Islands Airport Authority have launched new Corporate and Community Showcase Programs at Providenciales International Airport and JAGS McCartney International Airport for area businesses and organizations, aiming to provide the airport with digitally driven platforms that will better welcome the islands' visitors more than ever before.

The program launch is timed to a newly signed 10-year contract that names IAA as the exclusive advertising marketer for the two airports. As part of this unique program, IAA invested in state-of-the-art advertising displays interspersed throughout the Airports.

IAA has installed strategically placed innovative digital displays, incorporating modern technology throughout the entire airport, such as Hi-Def LCD screens and large Tension Fabric Displays, setting a warm scenic tone that welcomes the affluent, luxury-seeking tourists and business travelers visiting the islands.

"We are excited to engage in such a

productive partnership with Interspace," said John T. Smith, CEO of Turks & Caicos Islands Airport Authority. "The airport has been looking to partner with a professional company with great expertise, and we are thrilled to have the opportunity to bring in IAA's dynamic new technology and creative displays that will drive interest towards leading businesses and attractions on the islands."

Scott Appnel, Project Marketing Manager of Interspace, said: "This new platform will accommodate more local and national businesses who are targeting the increasing audience of jet-setters and business travelers to the islands. More than 40 companies in the hospitality, tourism, telecom and real estate industries have already taken advantage of the opportunity to solidify long-term campaigns around these new marketing platforms."

Toby Sturek, President of Clear Channel Airports, IAA's parent company, added: "The unique displays and technology being introduced into Providenciales International and JAGS McCartney Airports are representative of our ability to offer our customers extensive reach and knowledge. Through this program,

the airport will be further transformed into an innovative, leading attraction for the entire Caribbean business community."

The new digital advertising and large format graphical program options were developed to provide contemporary marketing solutions to local brands and organizations and enhance IAA's ability to drive the results that they need.

Clear Channel Airports is the premiere airport advertising company, whose programs serve as a catalyst for promoting tourism, economic development and community support for local airports. Clear Channel Airports has grown to handle more than 260 airport programs throughout North and Central America, the Caribbean and the Pacific Rim.

Dedicated to airport advertising for more than 37 years, Clear Channel Airports is the premier innovator of contemporary display concepts. The Company, a division of Clear Channel Outdoor Holdings, Inc. (NYSE:CCO), the world's largest outdoor advertising company, currently operates more than 260 airport programs across the globe and has a presence in 32 of the top 50 U.S. markets with major airports.



Airport World is the official publication at the following events

ACI Airport Economics and Finance Conference & Exhibition
London, UK, March 1 - 2, 2011



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Wednesday, 22 December 2010 14:25

CLEAR FUTURE AT AUSTIN-BERGSTROM

Clear Channel Airports (CCA) has signed a new contract with the City of Austin to create and manage a new, high-tech corporate and community display programme at Austin-Bergstrom International Airport.

The new programme will replace the 10-year-old advertising displays currently at the airport with the latest in large-format display materials and digital displays.

"The digital upgrade will represent the truly dynamic character of the Greater Austin area," assures the City of Austin Aviation Department's assistant director, Jamy Kazanoff.

"We are constantly looking for ways to showcase how technology-driven Austin is within the airport and to improve each customer's experience. With these changes, local businesses and organisations will see a higher quality message displayed to more than eight million passengers annually."

The driving force of the new initiative will be the addition of multiple LCD flat-screen networks throughout the airport, a 17-foot video wall greeting arriving passengers and a digital information centre complete with mobile apps to replace the old 'phone board' in the baggage claim area.

The new additions will provide arriving passengers with a wealth of information that the gateway hopes will make it easier for them to seamlessly connect with the area's hotels, attractions, restaurants and other nearby businesses.

"The new programme will give travellers an attractive, 21st century first impression of the Greater Austin area and provide them with easier access to local information," says Scott Appnel, CCA's marketing manager.

"The digital displays will allow for maximum participation by local businesses thereby giving travellers a more comprehensive picture of what makes Austin such a fantastic destination."

The full installation of new displays will be completed for public view by February 1, 2011.

Tagged under [economics](#) [Texas](#) [AustinBergstrom](#) [airport advertising](#) [Clear Channel](#) [digital advertising](#) [commercial revenue](#) [new revenue streams](#) [Austin](#)

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Project Nominations

Know of a project that should be covered in a future issue of Airport Improvement?

[Submit Nomination](#)

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Publisher's Blog

I Saw the Future & It's Beautiful

The recent Airport Cities Conference in Memphis reminded me a lot of ground transit's Rail-Volution. The emphasis of each conference isn't just airports or train systems; it's about how the respective industries fit into the bigger picture. [\[more\]](#)

A Sticky Wicket

A checked bag fee of \$20 is a harder pill to swallow than a \$7 PFC, right? Not true. [\[more\]](#)

The Virtues of Spending Wisely

From personal splurges on that perfect holiday gift to multi-billion infrastructure projects, spending makes the

IT/Communications

New Technology Boosts Passenger Awareness at Cleveland Hopkins

By Nicole Nelson

As published in: [Airport Improvement Magazine - May-June 2011](#)

Live flight tracking and weather information, coupled with advertising, has arrived on flight information display screens (FIDS) at Cleveland Hopkins International Airport (CLE).

A three-way partnership between the airport, FlightView and Clear Channel Airports has transformed once stagnant content on LCD screens into a loop of revolving information that captures the attention of visitors at digital displays throughout the terminal, in the baggage claim area and at a centrally located customer service desk.

"There is a live U.S. weather display that shows a four-hour loop of radar, so passengers can get a sense of the direction in which the weather is moving," notes FlightView vice president of marketing and product management Katherine Wellman. "We switch between that and an air traffic live screen that shows the Cleveland airspace with all of the flights flying in and out of Cleveland in real time."

Airplane icons tagged with flight numbers allow viewers to track specific incoming and outgoing flights while also giving them a sense of how busy the overall airspace is.

System Overhaul

Ricky Smith, director of the Cleveland Airport System, considers the system to be a state-of-the-art improvement over the previous way the airport kept passengers and meeters/greeters abreast of flight information.

"In the old days, our patrons could call in and get information from an airline or airport official," Smith recalls. "Or if they had access to a flight information display screen, they could get the information. But we didn't always provide customers with the type of data they wanted in the format they wanted."

Up-to-the-minute information is now available via flat-screen monitors placed where passengers most often ask for information about flights.

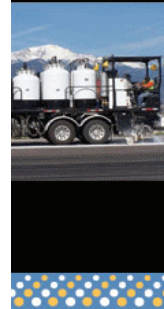


Ricky Smith

Sponsor



We don't just make glass beads...



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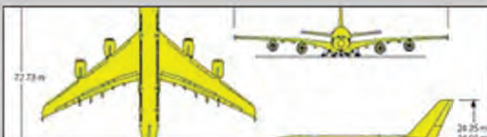
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NEWS >>

Smart mobile app comes to Huntsville International Airport



A new mobile phone app that allow travellers to browse live feeds of arrival and departure information and quickly locate services and amenities both inside the airport terminal and in the surrounding city has been launched by Clear Channel Airports (CCA) at Huntsville International Airport.

FLYsmart, the free location-based app, is available for iPhone, iPod touch, iPad, Android and Blackberry. Originally launched in 2010 as part of the Geodetic network, FLYsmart is available in 33 airports and accessible by more than one million users.

The app works by mapping and displaying all the immediate information air travellers need in the airport, from newsstands, gift shops and restaurants to terminal information, restrooms, as well as hotels, services and information outside the airport.

"We're very excited to bring FLYsmart to Huntsville. Now, our airport passengers and visitors can have their own personal directory that provides all the information they need right in the palm of their hand," said Barbie Peek, director of marketing, Huntsville International Airport.

Toby Sturek, President of Clear Channel Airports, added, "FLYsmart is an effective vehicle for marketers to deliver their messages to current and prospective customers. Hotels, restaurants, local attractions and transportation companies are just a few of the key industries that are already using FLYsmart to reach affluent business and leisure travellers."

20 September 2011

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Harvard Business Review
 Phone: (617) 783-7878
 URL: www.hbr.org
 Circulation: 239,345***
 Traffic: 1.1 million UMV
 Ad revenue (print): \$15.6 million
 Ad revenue (online): N/A
 Ad rate (print): \$40,043 for 1 page 4/C
 Ad rate (online): \$45 to \$75 CPM
 Comment: Harvard Business Review, which unveiled changes to both the magazine and the Web site late last year, has long been dedicated to deep yet practical thinking about business. General Electric Co., Hitachi and SAS are advertisers on HBR.org.



Inc./Inc.com
 Phone: (212) 389-5300
 URL: www.inc.com
 Circulation: 700,000***
 Traffic: 746,391 UMV†††
 Ad revenue (print): \$86 million*
 Ad revenue (online): N/A
 Ad rate (print): \$74,200 for 1 page 4/C
 Ad rate (online): \$100 CPM
 Comment: Inc.'s ad pages surged in the first quarter of 2010, jumping 15.8%, according to PIB figures. B-to-b advertisers such as Cisco Systems are using the Inc.com site to reach small businesses.



Wall Street Journal/WSJ.com
 Phone: (212) 597-5712
 URL: www.wsj.com
 Circulation: 2.1 million***
 Traffic: 23.3 million UMV†††
 Ad revenue (print): N/A
 Ad revenue (online): N/A
 Ad rate (print): \$285,974 for 1 page 4/C (national)
 Ad rate (online): N/A
 Comment: Under News Corp.'s ownership, the Journal has consistently expanded its brand into new areas of coverage (the Greater New York edition, for example) and into new platforms (the iPad), while maintaining its reputation for strong business news coverage.

Online



Business.com
 Phone: (888) 441-4466
 URL: www.business.com
 Traffic: 6 million UMV
 Ad revenue: N/A
 Ad rate: Min. bid of 40 cents per click
 Comment: This business search engine focuses on pay-per-click advertising. Its top search term last year was "sample business proposal," compared with "Michael Jackson" on Yahoo and "Twitter" on Google.



Google.com
 Phone: (650) 253-0000
 URL: www.google.com
 Traffic: 146.9 million UMV*****
 Ad revenue: \$22.9 billion
 Ad rate: Starts at 1 cent per click
 Comment: Not content to rest on its search supremacy, Google, which controls 78% of search advertising spending in the U.S., is bolstering its display advertising with a revamp of DoubleClick and remarketing offerings.



Hoovers.com
 Phone: (512) 374-4500
 URL: www.hoovers.com
 Traffic: 5 million UMV†††
 Ad revenue: N/A
 Ad rate: N/A
 Comment: A splendid resource for salespeople, Hoovers.com attracts a wide array of b-to-b marketers, including FedEx Office, Franchise Gator and Hewlett-Packard Co.



Yahoo.com
 Phone: (408) 349-3300
 URL: www.yahoo.com
 Traffic: 156 million UMV†††††
 Ad revenue: \$6.5 billion
 Ad rate: N/A
 Comment: Yahoo is pushing more toward display advertising, and the move is apparently paying off. The Web giant's owned-and-operated sites posted a 20% year-over-year gain in display advertising in the first quarter of this year.

Social Media



LinkedIn.com
 Phone: (650) 687-3555
 URL: www.linkedin.com
 Traffic: 40 million UMV worldwide†††††
 (25 million UMV U.S.)
 Ad revenue: N/A
 Ad rate: N/A
 Comment: LinkedIn says it has 40 million members, with 3 million more joining every month. B-to-b marketers such as American Express OPEN and Cisco Systems advertise on the networking community site.



CIO/CIO.com
 Phone: (508) 872-0080
 URL: www.cio.com
 Circulation: 140,000**
 Traffic: 707,000 UMV†††
 Ad revenue (print): \$12.5 million***
 Ad revenue (online): N/A
 Ad rate (print): \$36,330 for 1 page 4/C
 Ad rate (online): \$192 to \$435 CPM
 Comment: Aimed at top IT management, CIO and its various products such as the CIO Executive Council explore how technology can be employed to reach business goals. Its online advertisers include Hewlett-Packard Co. and Schneider Electric.



Computerworld/Computerworld.com
 Phone: (508) 879-0700
 URL: www.computerworld.com
 Circulation: 165,050**
 Traffic: 3.0 million UMV†††
 Ad revenue (print): \$16.6 million***
 Ad revenue (online): N/A
 Ad rate (print): \$42,974 for 1 page 4/C
 Ad rate (online): \$192 to \$435 CPM
 Comment: Even after more than 40 years, Computerworld remains a top brand for reaching IT influencers by covering operating systems, networking, security and other topics. B-to-b marketers such as Hitachi and Microsoft Corp. advertise on its Web site.



CRN/ChannelWeb
 Phone: (508) 416-1100
 URL: www.channelweb.com
 Circulation: 115,000**
 Traffic: 1.1 million UMV†††
 Ad revenue (print): \$13.6 million***
 Ad revenue (online): N/A
 Ad rate (print): \$28,325 for 1 page 4/C
 Ad rate (online): \$20 to \$200 CPM
 Comment: Everything Channel's CRN remains the primary way for tech marketers to reach the channel. The magazine and its companion Web site attract advertisers such as American Express Open Network, Dell Inc. and Hewlett-Packard Co.



EETimes/EETimes.com
 Phone: (415) 947-6000
 URL: www.eetimes.com
 Circulation: 145,890; print++ & digital+++
 Traffic: 963,000 UMV†††
 Ad revenue (print): \$40.5 million***
 Ad revenue (online): N/A
 Ad rate (print): \$11,950 for 1 page 4/C
 Ad rate (online): \$40 to \$130 CPM
 Comment: EETimes is a global brand reaching designers of electronics in Asia and Europe as well as the U.S. Online b-to-b advertisers include Texas Instruments and Synopsys Inc.



eWEEK/eWEEK.com
 Phone: (212) 503-5900
 URL: www.eweek.com
 Circulation: 225,000**
 Traffic: 1,442,961 UMV†††
 Ad revenue (print): \$28.0 million***
 Ad revenue (online): N/A
 Ad rate (print): \$57,424 for 1 page 4/C
 Ad rate (online): \$18 to \$246 CPM
 Comment: eWeek delivers tech news and product reviews, and attracts advertisers such as Hewlett-Packard Co. and Microsoft Corp. Its Web strategy includes building a community around user-generated reviews of enterprise hardware and software at the Labs.eweek.com site.



Federal Computer Week/FCW.com
 Phone: (703) 876-5100
 URL: www.fcw.com
 Circulation: 90,091**
 Traffic: 146,000 UMV†††††
 Ad revenue (print): \$13.9 million***
 Ad revenue (online): N/A
 Ad rate (print): N/A
 Ad rate (online): N/A
 Comment: Marketers appearing on the Federal Computer Week Web site include CA, CDW-G and Juniper Networks. The Web site and magazine are likely to grow in importance as the federal government invests more in revamping its information technology.



Captivate Network
 Phone: (888) 383-3737
 URL: www.captivate.com
 Traffic: 2.8 million daily viewers
 Ad revenue: N/A
 Ad rate: \$7.40 CPM
 Comment: Gannett Co.'s Captivate Network has 8,700 screens in 830 office buildings across North America. Viewers can visit captivate.com in their offices to get more information on the Reuters content and ad messages they've seen on the screens.



Billboards at O'Hare International Airport
 Phone: (610) 395-8002
 URL: www.clearchannelairports.com
 Traffic: 64.3 million passengers passed through O'Hare in 2009+++++
 Ad revenue: N/A
 Ad rate: N/A
 Comment: Almost 65 million passengers per year pass through O'Hare International Airport, according to Clear Channel. Banking that many of these are business travelers, b-to-b marketers such as Accenture and SAS advertise in the huge Chicago airport.

Key to symbols

Revenue figures are for full-year 2009. Circulation/audience figures are self-reported unless otherwise noted.

* Publishers Information Bureau	† Nielsen	▲ comScore Hybrid	+ Open AdStream
** BPA Worldwide	†† Nielsen Media Research	▲▲ WebTrends	++ Hallmark Data Systems
*** Audit Bureau of Circulations	††† Circulate	▲▲▲ Bloomberg Web Properties	+++ National Media
**** IMS-The Auditor	†††† Google Analytics	▲▲▲▲ Visual Sciences	++++ IBM Surfact
***** The Media Intelligence	††††† comScore		+++++ Nielsen NetRatings
***** Complete.com			+++++ Airports Council Int'l North America

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[Clear Channel Interspace Airport Display At Raleigh-Durham International Airport Debuts With Electrosonic ImageStar HD Video Processors](#)

[David Steinberg](#) May 12th, 2009



A new advertising display from Clear Channel Interspace Airport is capturing the attention of travelers passing through Raleigh-Durham International Airport (North Carolina) with stunning imagery provided by a pair of Electrosonic ImageStar HD video processors.

Integrator Graybow Communications Group of Golden Valley, Minnesota, chose Electrosonic's compact, powerful ImageStar HD multiscreen scalars and processors for their superior performance, small form factor and dependability. The slender, stand-alone display, which is framed in stainless steel, went online in January 2009 and runs 20 hours a day, seven days a week. It showcases still and video messages from Clear Channel Interspace Airport which sells advertising in over 200 airports nationwide.

"In digital signage today everyone is aiming for a big image in a small footprint: They want to be able to display a large visual while making the least amount of impact on the real estate in a busy terminal," notes Electrosonic sales consultant Pete Rajcula. "ImageStar HD offers an exceptional quality of magnification in a limited amount of space for a low cost. For the airport, two ImageStars have been joined together in a custom configuration to work as a videowall."

The Raleigh-Durham International Airport installation is comprised of 8 WVGA mullion-less Orion plasma screens in a 2x4 Array. A pair of ImageStar HD video processors divide the PC source into eight outputs for the highest-quality imagery. Mapping is done across the two ImageStars with one handling the top half of the display and the other the bottom half.

Meeting the slim display's need for a small footprint, the video processors are housed in a 1RU rack space each. Their



A limited number of spaces are still available for organizations, businesses and other groups who are interested in reaching air travelers and who want to establish a presence at the airport.

updated: 1/5/2009 2:24:00 PM

New Airport Launches Advertising Program

InsideIndianaBusiness.com Report

The new high-tech display program inside the Indianapolis International Airport is complete. The Community Showcase Advertising Program, a partnership between the Indianapolis Airport Authority and Clear Channel Interspace Airports, provides travelers with information about Central Indiana businesses and industries. Companies participating in the program include Eli Lilly & Co. (NYSE: LLY), Ice Miller, the Madame Walker Theater and The Indianapolis Children's Museum.

Source: Inside Indiana Business

INDIANA BUSINESS NEWS

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- [EPA Administrator Likes Northwest Indiana](#)
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Press Release

January 5, 2009

print email newsletters

INDIANAPOLIS, IN — The innovative new high-tech display program inside Indianapolis International Airport is completed. The Community Showcase Advertising Program, a partnership between the Indianapolis Airport Authority (IAA) and Clear Channel Interspace Airports (CCIA), was established to provide airport visitors with key information about leading central Indiana businesses and industries.

"The program enables us to assist community groups, organizations, and businesses as they look for new opportunities to promote their programs, services, and products," notes Jeremiah Wise, director of new airport business development for the Indianapolis Airport Authority. "Business and leisure travelers, especially those who may be visiting central Indiana for the first time, are an important market for many local advertisers."

The culmination of months of planning and design, the airport authority's Community Showcase Advertising Program features outstanding graphic, video, and audio capabilities.

With their sleek design, the flat-screen LCD monitors not only complement the terminal's aesthetic appeal but also display dynamic and static advertisements that are visually crisp and clear. Other features technological capabilities include: large-format LCD displays, touch screen computers, energy efficient "edgelite" signage, large-format fabric displays, and a Digital Passenger Assistance Service System (DPASS) that allows passengers to gather information on area hotels, restaurants, and attractions through traditional methods (phones) and new methods (printers and mobile phone), right from the terminal.

"The airport's advertising program will give travelers a broad and very attractive first impression of the greater Indianapolis area. The streamlined approach to advertising and interactive digital passenger services gives visitors a comprehensive picture of what makes Indianapolis a fantastic destination," explained Scott Appel, Marketing Manager for CCIA.

Currently, companies participating in the Community Showcase Advertising Program at the new airport include corporate leaders like Eli Lilly & Company and ICE Miller as well as local arts and cultural attractions like the Madame Walker Theater and The Indianapolis Children's Museum. Other companies include top educational institutions like the University of Indianapolis and Marian College, dining establishments such as



Larnaca Airport in Cyprus installs 330-screen digital signage system powered by Scala

Paul Milligan, 15 July 2010

2

[2 comment s on this article.](#)

Larnaca International Airport has deployed one of Cyprus' largest digital signage networks, with the help of Ad Airport Media and Clear Channel Interspace Airports. It consists of more than 330 LCD screens and is powered by more than 40 Scala 5 Players.

The network is made up of static and motion media that is located strategically throughout the airport. The majority of the displayed advertisements focus on the country and what it offers visitors.

Advertising content is spread across an array of brands ranging from Rolex and Ulysse Nardin, telephone providers such as Vodafone, luxury golf properties for sale, private banking products and many more.

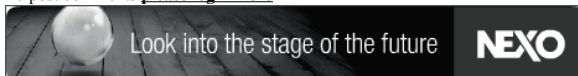


Upon arrival, travellers are met by two digital signage media: the Sequential Digital Strip and i-Player, which are installed next to the terminal's moving walkway, or travelator. The Sequential Digital Strip is made of blocks of eight, 16, 24, 40 and 64 screens. The same message is placed on each screen block, and the duration of the content loop matches exactly the time a passenger stands on the travelator. This allows advertisers to broadcast their messages continuously or repeatedly so that a passenger can view the entire message at least once at each stage of the travelator trip. The loop time is a major part of the formula because it allows all passengers to view all messages at least once.

As travelers approach passport control, they will see a bank of i-Players. The i-Player is a digital signage application consisting of seven 52in HD LCD screens, set up to create the illusion of a single canvas.

The baggage claim area features five video cubes, which have been created from 30 40in LCD screens in 3x3 and 2x3 configurations each. All five cubes play a synchronised message on all sides simultaneously. This gives travelers a 360-degree view of the brand advertised in the entire area at the same time. The Scala 5 Player software synchronizes the content on each of the cubes to display a unified message.

To post comments [please log in here](#)



Thunder Valley breaks the mold with its revolving airport ads

MELANIE TURNER | STAFF WRITER

Five baggage carousels at Sacramento International Airport are now doubling as revolving billboards, advertising Thunder Valley Casino Resort's new hotel, spa and expanded gaming area.

Sacramento International is the 13th airport in North America to use baggage carousel advertising, which aims to catch travelers waiting to pick up their bags. The ads, which form an adhesive wrap of sorts on the slow-moving conveyor belts, were installed last week by DoubleTake Marketing LLC of Salt Lake City.

Thunder Valley leased the ad space from Clear Channel Airports, which manages advertising space at the Sacramento airport. Thunder Valley leased five of the airport's seven baggage carousels for a year. As part of the ad campaign, at least one carousel has been decorated to look like a roulette wheel.

The idea for the ad campaign came out of a brainstorming session between the casino and ad agency MeringCarson, which did graphic design work for the project, casino spokesman Doug Elmets said.

"It's going to open up a new opportunity for other advertisers as well," he said.

The casino on June 1 also embarked on a multimillion-dollar television and radio campaign. The casino's 297-room hotel, spa and expanded gaming area opened last week.

"We're rebranding the casino," Elmets said. "It was a casino. Now, it's a hotel and resort."

Sacramento International splits with Clear Channel revenue generated from the advertising. DoubleTake Marketing produces, installs and maintains the patent-pending baggage carousel advertising.

The airport's share of revenue from the carousels will be \$52,800 for the year, airport spokeswoman Karen Doron said.

Advertising on the carousels wasn't easy. "The company that makes the material experimented with different types of materials and finally came up with something that could withstand the abuse that baggage carousels get," Doron said. "That allowed us to explore this revenue stream."

DoubleTake Marketing, meanwhile, has received approval to advertise in more than 30 of 300 airports Clear Channel does business with in North America.

"We're spreading quickly," DoubleTake co-founder Michael Gleeson said.

According to DoubleTake, the carousel has been long sought after by advertisers. Another company tried briefly to advertise on baggage carousels by tearing them apart and swapping out blank panels for panels with ads on them. That approach proved too expensive, Gleeson said.

He declined to disclose DoubleTake's revenue, but said the company is "starting to make a little bit of money." He expects revenue to get a boost as the new form of advertising spreads.

Airports such as Sacramento International are eager to generate more non-aviation-related revenue. Non-aviation revenue makes up more than half of U.S. airports' operating revenue, according to the Airports Council International North America.

According to a financial summary report by the Federal Aviation Administration, in 2008, aeronautical-related operating revenue totaled \$39.3 million at Sacramento International. That compares to nonaeronautical operating revenue of \$72 million.

In Kansas City, Mo., where DoubleTake installed the first baggage carousel ads two years ago, travelers were intrigued, Gleeson said.

"The interaction with the travelers is hilarious. People take photos of it. People just stare at it and point," he said, adding that he overheard travelers betting which number their bag would land on.

Thunder Valley's ads were installed July 1.

"The feedback's been outstanding," Elmets said. "I think people are partially amused by it because it's so different. It's a novelty but candidly, that's what advertising is all about, getting people's attention. And clearly, when you have a captive audience in one location with creative advertising, it's like the perfect storm."

melenaturner@bizjournals.com | 916-558-7859



This oversized roulette wheel at Sacramento International Airport is really an ad for Thunder Valley Casino Resort. Five of the airport's baggage carousels sport ads for the expanded hotel, spa and casino.

PHOTO COURTESY OF THUNDER VALLEY CASINO RESORT

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Left to Right: Becki Roberts, VP/SBA Business Development Officer
Jerry Gamboa, VP/Real Estate Loan Officer
Andy Ware, SVP Commercial Banking Regional Manager
Geoff Fong, AVP/Commercial Loan Officer
Teresa Hoffenke, VP/Business Services Manager

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Press Release: December 10, 2009

DoubleTake Marketing and Clear Channel launch Baggage Carousel Advertising program in Chicago O'Hare

Clear Channel Airports and DoubleTake Marketing have created a winter scene in Chicago's O'Hare International Airport with large, moving images of kids on sleds, skiers, snowmobiles, and winter adventure scenes advertising tourism to the State of Wyoming throughout the terminal 1 and 3 bag claim area. The images applied on each baggage carousel contain a text response campaign where travelers can win vacation getaway packages to experience the variety of winter activities available in Wyoming.

"Promoting Wyoming's overall brand as well as the amazing winter activities found in Wyoming is a priority for our winter effort. This campaign affords Wyoming access to the traveling public in Chicago in a new and unique way during the busy holiday season. Advertising on the baggage carousels at O'Hare was something that had never been done before and that was certainly appealing to us as well." - Dave Moorehouse – Media Director at Barnhart Communications.

DoubleTake Marketing COO and co-founder Zack Clark says "Baggage Claim advertisements provide an amazing branding opportunity for clients. The large, moving graphics take advantage of the 17+ minutes that travelers wait for luggage to arrive from the plane providing advertisers the ability to tell their story to a captive audience".

Markets

As part of Clear Channel's commitment to provide both airports and advertisers with emerging technologies, baggage carousel ads are available in over twenty US markets, including: Chicago O'Hare, Philadelphia, Seattle, Boston, Detroit, St. Louis, Kansas City, Nashville, Indianapolis, Milwaukee, Tallahassee, Palm Beach, Omaha, Shreveport, Albany and Tulsa. Ad sizes range from 20' segments to an entire bag belt branding.

DoubleTake Marketing and Clear Channel Airports

Founded in 2006, DoubleTake Marketing created the patent-pending AdSpressive Graphics™ system of advertising on Airport Baggage Carousels.

Clear Channel Airports, a subsidiary of Clear Channel Outdoor, operates 272 airports in the U.S. and international markets.

About Clear Channel Outdoor

Clear Channel Outdoor (NYSE:CCO) is the world's largest outdoor advertising company with close to one million displays in over 50 countries across 5 continents. In the United States, the company operates just under 200,000 advertising displays and has a presence in all of the top 50 Designated Market Areas. It also operates airport, rail, taxi and mall advertising businesses worldwide. Its Spectacolor (U.S.) and DEFI (international) divisions are the global market leaders in spectacular sign displays, including in New York's Times Square. Clear Channel Adshel is the company's international street furniture division, which operates over 3,500 municipal advertising contracts worldwide. Clear Channel Outdoor also operates digital displays and networks in most of its divisions. More information may be found by visiting www.clearchanneloutdoor.com

Contact Info: Clear Channel Airports

Pam Horn 248.359.6251

pamhorn@clearchannel.com

www.clearchannelairports.com

DoubleTake Marketing

Zack Clark 801.415.9422

zack@doubletakemarketing.com

www.doubletakemarketing.com

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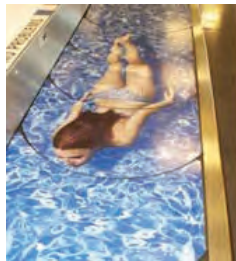
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Swimming along the baggage carousel

There they are, two half-naked women, hair streaming

By Toni Fitzgerald
Oct 14, 2009



Airport travelers are inundated with ads, from the ones that line the walls of the terminal walkways to the ones on the plane's fold-away seat trays to backlit screens on the concourses. By the time passengers exit the plane, they're practically inured to advertising.

So when a Biloxi, Miss., resort wanted to use the local airport drum up some business, its agency knew it needed to come up with something really creative to cut through the clutter.

The solution: two half-naked women, always an attention-getter, with their pictures on a unique space -- the panels of a baggage carousel belt.

The belt is colored blue with white accents, made to look like the dazzling water at the Gulf Coast resort. Images of two women in bikinis and a man in a swimsuit are layered atop the water.

It looks as though the swimmers are being observed from above as they glide through the water.

"Travelers are wading through security, enduring turbulence and chatty neighbors, so we thought they'd welcome a very calming change of pace," says Michael Neiderer, creative director at Masterminds, which came up with the campaign for Beau Rivage Resort & Casino. "The idea was bringing the very tranquil tropical pool they have at the resort to the airport."

The carousel was part of a greater campaign Masterminds executed for Beau Rivage at the Gulfport-Biloxi International Airport, which has roughly 40 arrivals and departures each day and four total baggage belts. In addition to the carousel, the campaign also included wrapped jetways and mobile marketing with text messaging.

Putting the carousel ad together was a lengthy process, taking roughly a year from when it was first conceptualized.

The creative team actually took a sample from the Beau Rivage pool to get the exact right look for the water, and lots of models auditioned for the job before the agency found the three who were photographed.

"We did some retouching that made it look like they weren't drowning," explains Jean Pierre Blanchet, senior art director at Masterminds.

Getting the creative on the baggage carousel proved time consuming as well. It took a full day to apply the more than 100 pieces of adhesive vinyl, each one of them hand-cut, to the carousel belt panels.

"We have done some amazing things using escalators, floor space, everything you can possibly think of," Neiderer says. "You have a captive audience when they're looking for bags."

The campaign worked by achieving the most basic of alternative media objectives, finding a new use for something commonplace.

By turning the baggage carousel into a revolving pool, the Beau Rivage ad not only stands out from the airport clutter, it also gives travelers an image that sticks with them as they gather their bags. It's impossible not to notice it.

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Community Involvement

At Clear Channel, we believe in thinking globally, but serving locally.

Our employees devote more than 400,000 hours annually to the communities we serve through Local Spirit – a corporate-sponsored program to impact our local communities and the Clear Channel Foundation. Last year, Clear Channel Outdoor donated more than \$20 million worth of public service advertising space to nonprofit organizations throughout the Country.

The following are just a few examples of our involvement. With the award of a new contract, Clear Channel Airports plans to have Susan Jacobsen of Jacobson Strategic Communications and Public Relations in Philadelphia help direct Clear Channel Airport's local Philadelphia community outreach involvement and budget



- Clear Channel Outdoor Philadelphia Supports Local Mural Arts Program
- Clear Channel Radio Philadelphia Teams Up With City Councilwoman Donna Reed Miller, MARBAR At Marathon Grill & A Broad Coalition To Raise Money For The American Red Cross
- Philadelphia Association of Black Journalists Awards Community Service Award to Clear Channel Philadelphia News and Community Affairs Director Loraine Ballard Morrill
- Clear Channel Radio-Philadelphia Steps Up for Healthy Start with My 106.1 and MNAP Diagnostic Center
- Clear Channel Radio-Philadelphia Honored by March of Dimes A.I.R Awards
- Clear Channel -Philadelphia Honors Ordinary Women Doing Extraordinary Things
- Clear Channel Radios Power 99 Promotes Shine Your Light for Safety To Help Keep Area Children Safe
- Clear Channel Radio-Philadelphia Supports African American Colleges
- Air Personality and Program Director, Michael Tozzi, Honored by the Grover Washington, Jr. Project the Dream Foundation
- Clear Channel Radio Philadelphia Join Delaware Valley Volvo Retailers to Help Alex's Lemonade Stand Raise \$1 Million to Benefit Pediatric Cancer Research
- Clear Channel NewsTalk 104-7 Raises \$22,500 in One Hour for Pittsburgh Area Firefighters Memorial Fund
- Over One Million Attend Clear Channel Philadelphia WDAS Unity Day On the Parkway
- The Men of WDAS Host Fundraiser for a Better Philadelphia
- Clear Channel WDAS Fights Racism and Gang Violence Through Philadelphia's Unity Day
- Clear Channel Radio Philadelphia Credits Team Work in Dealing with Fire Damage



What We Give

Clear Channel provides millions of hours of promotional time, volunteer support and foundation funding to thousands of organizations throughout the country. Areas of funding by the Clear Channel Foundation include:

- The Arts
- Education
- Health & Research
- Environment
- Humanities

We are very proud that Clear Channel has been recognized for our outstanding charitable work including:



Philadelphia Regional Development Office-City of Hope

- Ad Council - Gold Ball Award
- National Multiple Sclerosis Society - Corporate Star Award
- American Red Cross - Red Cross Honor Roll
- City of Hope - Spirit of Life Award
- St Jude's Children's Research Hospital - Award of Appreciation
- Children's Miracle Network - National Service Award

Clear Channel LOCAL SPIRIT
Local Spirit Home
Local Spirit Press Room



Contacts:
Cammy Jones
Director, Communications Services
(210) 832-3353
cammyjones@clearchannel.com

Clear Channel Outdoor's Barbara Bridge Honored as Jefferson Crimefighter of the Year by the Citizen's Crime Commission in Philadelphia

Philadelphia, PA – Barbara Bridge, Vice President of Real Estate and Public Affairs for Clear Channel Outdoor-Philadelphia, will be presented with the prestigious Jefferson Crimefighter of the Year Award from the Citizen's Crime Commission in Philadelphia on February 28, 2008. Bridge will receive the award in recognition of a partnership between Clear Channel Outdoor and the FBI which recently resulted in the capture of three dangerous fugitives in the Philadelphia area. Clear Channel Outdoor has made its digital billboard network available to the FBI for use in national security initiatives. Digital billboard technology allows for messages to be posted in real time locally, regionally and nationally.



Past recipients of the Jefferson Crimefighter of the Year Award include Senator Vincent Fumo, Attorney General Mike Fisher and Mothers in Charge founder Dorothy Johnson-Speight.

About Clear Channel Communications
Clear Channel Communications, Inc. (OTCBB:CCMO) is a global media and entertainment company specializing in mobile and on-demand entertainment and information services for local communities and premiere opportunities for advertisers. Based in San Antonio, Texas, the company's businesses include radio and outdoor displays. More information is available at www.clearchannel.com.

Clear Channel knows that the communities we serve are as diverse as the people in them. The unique flavor of each city and town on the map is the essence of its local spirit, as defined by the people who live, work, and raise families in those communities—and give of themselves in so many ways to help their neighbors.

Clear Channel LOCAL SPIRIT
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Local Spirit Press Room



Contacts:
Media Inquiries:
(210) 832-3348

Local Spirit Inquiries:
Cammy Jones
cammyjones@clearchannel.com

Clear Channel Outdoor Philadelphia Supports Local Mural Arts Program

Philadelphia, PA – Clear Channel Outdoor Philadelphia has provided 25 billboards at a reduced rate to support the Mural Arts Program, a non-profit organization. The Mural Arts Program began as part of the Philadelphia Anti-Graffiti Network and was initially developed to provide alternatives to young people who were engaged in graffiti and other minor crimes. While the program has grown substantially over the years, this fundamental objective still applies-to use mural-making and art education as a means of combating and preventing crime and its impact on communities.



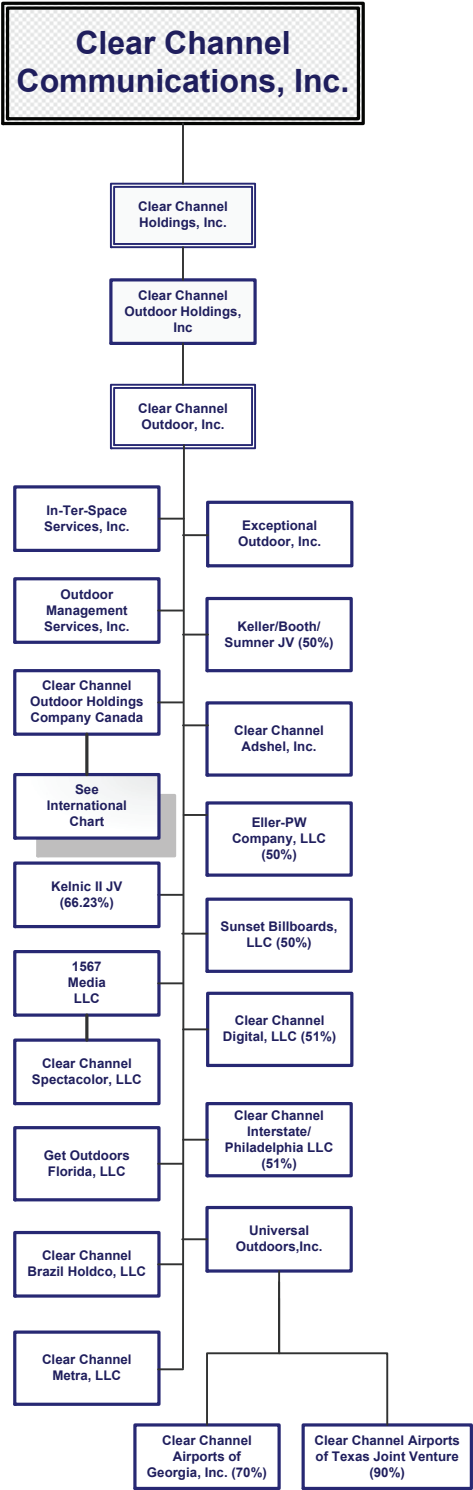
There are over 2,800 murals across the city; residents are encouraged to tour the murals and local artists are invited to teach mural workshops.

For more information, please visit www.muralarts.org.

About Clear Channel Communications
Clear Channel Communications, Inc. (OTCBB:CCMO) is a global media and entertainment company specializing in mobile and on-demand entertainment and information services for local communities and premiere opportunities for advertisers. Based in San Antonio, Texas, the company's businesses include radio and outdoor displays. More information is available at www.clearchannel.com.

Clear Channel knows that the communities we serve are as diverse as the people in them. The unique flavor of each city and town on the map is the essence of its local spirit, as defined by the people who live, work, and raise families in those communities—and give of themselves in so many ways to help their neighbors.

B. Indicate any parent or subsidiary relationships with other businesses.



C. Corporate office organizational structure.

Please see “Management Organizational Chart” on page 213

If you are a partnership or a joint venture, in Section 5.3 below give the date of agreement, county and state where the agreement was filed, and name and address of each partner and complete all other information requested in Section 5.3. If you are a corporation, in Section 5.3 give the date and state of organization and the names and addresses of the officers and complete all other information requested in Section 5.3.

Not Applicable

5.2.2 Business Experience and References

A. The Proposer has developed and managed an AIRPORT ADVERTISING PROGRAM in the United States for a period of 37 continuous years.

B. The Proposer has operated under its current name since 7/1/2001, a period of ten (10) years, and the Proposer (if such be the case) formerly operated under the name: Transportation Media, Inc., a division of Eller Media Company, Inc. (from 4/1/1998 to 6/30/2001 and Transportation Media, Inc.

C. List all contracts your company, related companies or subcontractors have had with the City or its related agencies in the last five years.

Clear Channel Airports is the incumbent concessionaire handling the advertising concession at the Philadelphia International Airport, City of Philadelphia contract #04-14011.

D. List any experiences in the last five years in which you, your company or related companies and/or subcontractor failed to successfully complete a contract. List any contractual arrangements that were canceled or not renewed for poor performance.

Clear Channel Airports currently has developed and managed airport advertising programs for over 265 airports. Please see 5.2.1 Company Profile summarizing CCA's unparalleled experience.

E. Detailed Listing of Proposer's AIRPORT ADVERTISING PROGRAM(s) for Calendar Years 2007, 2008, 2009, 2010 and 2011

Indicate location, and number of years Proposer has developed and/or operated airport advertising program(s). Include any other information deemed appropriate. Proposer should include a reference contact at the submitted locations, and this contact should have direct, specific responsibility for the oversight of the program.

Clear Channel Airports has been solely dedicated to developing the most innovative airport programs in the world for airports since 1974. We have successfully developed and maintained the most comprehensive network of major airports in North America and have over 265 airport

partners worldwide! In addition to North America, Clear Channel Airports has airport advertising programs in the Caribbean, Latin America, Asian Pacific, Australia, New Zealand and Europe. Our sister company, Clear Channel International, operates an additional 15 airport advertising programs throughout Europe.

Please see section 5.2.1, "Chronological Airport List" for a full list of CCA's airport partners.

Our Top 10 U.S. Airport Partners*

Airport	2010 ACI Total Traffic	Number Of Years	Contact Name	Address	Phone Number
Hartsfield-Jackson Atlanta International	89,331,622	18	Kyle Mastin, CPM, CM, Concessions Manager	P.O. Box 20509, Atlanta, GA 30320	404-382-2218
Chicago O'Hare International	66,774,738	36	Glen Ryniewski, Assistant Commissioner of Concessions	P.O. Box 66142, Chicago, IL 60666	773-686-2200
Dallas-Fort Worth International	56,906,610	16	Michael Baldwin, AVP Airport Concessions	3200 East Airfield Drive, DFW, TX 75261	972-973-4817
Denver International	52,209,377	17	Bryan Touchstone, Assistant Deputy	8500 Pena Blvd., Denver, CO 80249	303-342-2510
San Francisco International	39,253,999	10	Cheryl Nashir, Associate Deputy Airport Director	P.O. Box 8097, San Francisco, CA 94128	650-821-5000
Phoenix Sky Harbor International	38,554,215	12	Martin Whitfield, Business & Properties Division	3400 Sky Harbor Blvd. Ste. 3300, Phoenix, AZ 85034	602-683-2623
Minneapolis-St. Paul International (Concourse G-Delta)	32,839,441	4	Mary B. Loeffelholz, Delta Airlines, Regional Manager	M/S 3 Dept. 877, 7500 Airline Drive, Minneapolis, MN 55450	612-266-5102
Detroit Metropolitan Wayne County	32,377,064	9	Myrna Mendez, VP Concessions and Air Service Development	L.E. Smith Terminal, Mezzanine, Detroit, MI 48242	734-942-3550
Seattle-Tacoma International	31,553,166	4	Deanna Zachrisson, Manager, Concessions Business	P.O. BOX 68727, Seattle, WA 98168	206-787-5388
Boston Logan International	27,428,892	14	Sal Amico, Aviation Business General Manager	One Harborside Drive, Suite 200S, East Boston, MA 02128	617-561-1872

*As provided for by Addendum #1, answer to question 38.

F. The Proposer submits herewith the following list of five (5) persons or businesses who have knowledge of the Proposer's ability to successfully perform under an agreement for which this Proposal is submitted. At the discretion of the City, these persons may be contacted for references in order to assist in the evaluation of your Proposal.

REFERENCE NO. 1

Name: Glen Ryniewski
Company: Chicago Department of Aviation
Title: Assistant Commissioner of Concessions
Address: P.O. Box 66142
Chicago, Illinois 60666
Telephone: 773-686-2200
Facsimile: 773-686-6232
E-Mail: gryniewski@cityofchicago.org
Nature of Association: Airport Lease Holder

REFERENCE NO. 2

Name: Brian Touchstone
Company: Denver International Airport
Title: Assistant Deputy Manager, Concessions Management
Address: 8500 Pena Boulevard
Denver, Colorado 80249
Telephone: 303-342-2510
Facsimile: 303-342-2500
E-Mail: Bryan.Touchstone@flydenver.com
Nature of Association: Airport Lease Holder

REFERENCE NO. 3

Name: Cheryl Nashir
Company: San Francisco International Airport
Title: Associate Deputy Airport Director
Address: P.O. Box 8097
San Francisco, California 94128
Telephone: 650-821-5000
Facsimile: 650-821-5055
E-Mail: cheryl.nashir@flysfo.com
Nature of Association: Airport Lease Holder

REFERENCE NO. 4

Name: Micheal Baldwin
Company: Dallas-Fort Worth International Airport
Title: AVP Airport Concessions
Address: 3200 East Airfield Drive
Dallas-Fort Worth, TX 75261
Telephone: 972-973-4817
Facsimile: 972-973-5751
E-Mail: mbaldwin@dfwairport.com
Nature of Association: Airport Lease Holder

REFERENCE NO. 5

Name:	<u>Martin Whitfield</u>
Company:	<u>Phoenix Sky Harbor International Airport</u>
Title:	<u>Business & Properties Division</u>
Address:	<u>3400 E. Sky Harbor Blvd., Ste. 3300</u> <u>Phoenix, AZ 850034-4405</u>
Telephone:	<u>602-683-2623</u>
Facsimile:	<u>602-273-3300</u>
E-Mail:	<u>martin.whitfield@phoenix.gov</u>
Nature of Association:	<u>Airport Lease Holder</u>

5.2.3 Financial Information

A. The undersigned Proposer herewith submits an audited financial statement for the three (3) most recently completed fiscal years. Each such statement bears the certification of the independent Certified Public Accountant (CPA) who originally audited and certified such statements. The CPA's certification must certify and attest to the accuracy of such statements and that the statements represent the results of the application of generally accepted accounting principles.

Financial Information and Statements

Our company financial statements are reported to the SEC and are available to the public on the SEC website at the following addresses:

2010: http://www.clearchanneloutdoor.com/assets/downloads/pdfs_corp/2010-CCO-10-K-final.pdf
2009: http://www.clearchanneloutdoor.com/assets/downloads/pdfs_corp/2009-CCO-10-K-final.pdf
2008: http://www.clearchanneloutdoor.com/assets/downloads/pdfs_corp/2008-CCO-10-K-final.pdf

We have provided an electronic copy of Clear Channel Outdoor Holdings, Inc.'s 2010, 2009 and 2008 audited financial statements on USB Flash Drive located in the packaging case of this book, as they are voluminous*.

**As provided for by Addendum #1, answer to question 37.*

B. In the absence of audited financial statements, the Proposer should submit the best available information, which will permit the City to assess the Proposer's financial capability and current fiscal operating position.

C. List the surety companies which have heretofore issued performance bonds to you for prior contracts. Give names and addresses of each surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five years due to unsuccessful completion of the contract. Complete the following:

Theresa Gardner, Aon Risk Solutions
5555 San Felipe Street, Suite 1500
Houston, TX 77056

The Proposer has never (☒) has (☐) [check one] had a bond or surety canceled or forfeited. If the Proposer has had a bond or surety canceled, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

D. The Proposer has never (☒) has (☐) [check one] been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, provide the following information:

- (1) Date petition filed
- (2) Case No. and jurisdiction
- (3) Amount of liabilities and debts
- (4) Date of discharge or successful completion of reorganization or wage earner's plan

E. The Proposer submits herewith the following list of at least three (3) persons or firms with whom the Proposer has conducted significant financial transactions during the past two (2) years and who may be contacted by the City. If firms are used, give the name of the department and/or person whom we may contact. Proposers must attach a letter of reference from each of the persons or firms listed below.

REFERENCE NO. 1

Name: Brian Strayhan Phone: 503-708-1700
Firm: Planar Systems Facsimilie: 503-582-8570
Title: Strategic Accounts Sales Manager E-Mail: Brian.strayhan@planar.com
Department:
Address: 1195 NW Compton Drive, Beaverton, OR 97006

REFERENCE NO. 2

Name: Chris Gilder Phone: 910-944-1751
Firm: Meridian Zero Degrees Facsimilie: 910-401-1942
Title: CIO E-Mail: Chris.Gilder@mzero.com
Department:
Address: 312 S. Pine Stree, Aberdeen, NC 28315

REFERENCE NO. 3

Name: Dan Koch Phone: 800-341-1557
Firm: Moss, Inc. Facsimilie: (847) 238-4678
Title: V.P. Retail Environments E-Mail: dkoch@mossinc.com
Department:
Address: 2600 Elmurst Road, Elk Grove Village, IL 60007

Vendor Reference Letter



September 18 2011

Kyle Lockwitch
Clear Channel Interspace Airports
4635 Crackersport Road
Allentown, PA 18104

Dear Kyle:

We are pleased to provide a testimonial to the manner in which Clear Channel Interspace Airports conducts business with Planar Systems.

Planar, a publicly traded company on the NASDAQ (PLNR), is a specialty display provider to a wide range of industries including digital signage and advertising. Planar provides a number of specialty display solutions to Clear Channel Interspace Airports including large format LCD monitors designed for 24/7 operation and large scale LCD Video Walls for large spaces and unique environments. Planar has been a strategic partner with Clear Channel Interspace Airports for over 8 years.

Our payment terms with Clear Channel Interspace Airports are net 30 days. We have found Clear Channel Interspace Airports to be a great partner in regards to payment schedule and terms and conditions.

I would recommend Clear Channel Interspace Airports as a business associate to any organization. We consider it a privilege to have the opportunity to work with Clear Channel Interspace Airports and to be a strategic supplier.

Please let me know if I may provide additional information or references of any kind.

Sincerely,

A blue ink signature of Brian Strayhan, written in a cursive style.

Brian Strayhan
Strategic Accounts Sales Manager
Planar Systems
1195 NW Compton Drive
Beaverton, OR 97006
503.708.1700 M
503.582.8570 F
brian.strayhan@planar.com

Vendor Reference Letter



September 14, 2011

We are very pleased to have this opportunity to share our professional thoughts and experiences working with Clear Channel Airports.

Meridian Mzero is a manufacturer of self service solutions. We have a design/marketing team that works with each customer to understand their market space and determine the best self service solutions for them and their customers' experience. We then take these designs and manufacture the hardware and integrate the commercial grade components and develop the software for the ultimate customer experience. We have teams of long term employees that help our knowledge base grow as we bring others with new experiences in larger manufacturing and design ideas.

Our payment terms with Clear Channel Airports is 50% pre-pay and balance net 30 days. We have found Clear Channel Airports a responsible customer and look forward to supporting them during their anticipated deployments.

I would recommend Clear Channel Airports as your Trusted Partner for your business. Their teams are professional, supportive and serve their customers and vendors with respect.

Please contact me directly if you have any additional questions regarding Clear Channel Airports.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Gilder", written over a horizontal line.

Chris Gilder
CIO

Meridian Zero Degrees
312 S. Pine Street
Aberdeen, NC 28315

Vendor Reference Letter



September 21, 2011

Mr. Kyle Lockwitch
Clear Channel Interspace Airports
4635 Crackersport Road
Allentown, PA 18104

Kyle,

As we complete the third year of a productive partnership between Clear Channel and Moss, we want to express our gratitude for your professional support and dedication to excellence. Your organization has displayed flawless execution of complex advertising programs that have benefitted both your clients and suppliers alike.

Through the past few years Clear Channel has met and exceeded expectations with all financial commitments to Moss without fail. The technical support provided by your staff, overall, is unsurpassed by all industry standards and program execution has been nearly flawless. Although this industry demands an intense level of JIT performance, the Project Management staff at Moss and your internal staff work in complete harmony.

It is our recommendation that any organization partner with Clear Channel for a seamless, fruitful partnership at any level.

Warmest Regards,

A handwritten signature in black ink, consisting of the letters "DK" in a stylized, cursive-like font.

Dan Koch
V.P. Retail Environments
Moss, Inc.
dkoch@mossinc.com

Chicago
2600 Elmurst Road
Elk Grove Village, IL 60007

Las Vegas
8050 S. Arville Street #104
Las Vegas, NV 89139

Maine
248 Northport Avenue
Belfast, ME 04915

New York
1501 Broadway - 12th Floor
New York, NY 10036

Salt Lake City
1949 South 4250 West
Salt Lake City, UT 84104

A. The Proposer's bank references are:

	Name	Address
1.	<u>Bank of America</u> <u>Karima Lakhani, Treasury Sales Analyst</u>	<u>901 Main Street, 9th Floor</u> <u>Dallas, TX 75202-3714</u>
2.	<u>Frost Bank</u> <u>Suzanne Peterson, Market President</u>	<u>Post Office Box 1600</u> <u>San Antonio, TX 78296</u>
3.	<u>US Bank</u> <u>Colleen McEvoy, Vice President</u>	<u>1420 Fifth Avenue, 7th Floor,</u> <u>Seattle, WA 98101</u>

The undersigned herewith submits a letter from Cathy Johnson, Director, Corporate Cash Management
Clear Channel Outdoor, Inc. indicating that the Proposer has an
(name of financial institution) available working line of credit of no less than One Million Dollars
(\$1,000,000.), or other evidence of Proposer's capital sufficient to permit it to meet the obligations
contemplated by its Proposal.

October 27, 2011

Philadelphia International Airport
Procurement Department
1st Floor, Municipal Services Building
1401 John F. Kennedy Blvd.
Philadelphia, PA 19102-1685

To whom it may concern:

In my capacity as Director, Corporate Cash Management, this letter is being provided to you on behalf of Clear Channel Outdoor, Inc., in response to the City of Philadelphia Request for Proposal RFP NO. C-101-12 for Development and Operation of an Airport Advertising Program at Philadelphia International Airport. On behalf of Clear Channel Outdoor, Inc., I hereby confirm that (1) Clear Channel Outdoor, Inc.'s cash balance as of September 30, 2011 exceeded \$5.0 million and (2) Clear Channel Outdoor, Inc.'s average monthly cash balance for the nine months ended September 30, 2011 exceeded \$5.0 million.

Regards,



Cathy Johnson
Director, Corporate Cash Management

5.2.4 Felony Convictions

A. Attached hereto on a separate sheet, the Proposer submits information concerning any felony convictions (for the individual if Proposer is an individual, for each general partner if Proposer is a partnership, for each corporate officer and major shareholder if Proposer is a corporation).

FELONY CONVICTIONS

Name	Date	Offense	Disposition
------	------	---------	-------------

Not Applicable

B. The Proposer agrees that the City's evaluation of the Proposer's responsibility under this Proposal will include an evaluation of the information furnished above for the purpose of determining whether the Airport Advertising Program as proposed by the Proposer would be developed, managed and operated in a law-abiding manner and in a manner not subjecting the City or members of the traveling public to risk of harm or criminal, deceitful, or otherwise unethical practices.

C. The undersigned hereby affirms that the Proposer is authorized to conduct business in the Commonwealth of Pennsylvania and The City of Philadelphia, or will obtain proper authorization including an appropriate business privilege license to do so before executing an agreement and furnishing the required performance bond or letter of credit.

5.2.5 General Litigation Disclosure

Proposer must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances, services or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer or to any parent or subsidiary of Proposer.

National Association for the Advancement of Colored People vs. City of Philadelphia and Clear Channel Outdoor Holdings, Inc., d/b/a Clear Channel Airports, Civil Action No. 2:11-CV-06533-CMR (U.S.D.C. E.D. PA).

On October 19, 2011, the National Association for the Advancement of Colored People ("NAACP") filed suit in federal court against the City of Philadelphia ("City") and Clear Channel Outdoor Holdings, Inc., d/b/a Clear Channel Airports ("CCA"), alleging violations of the First and Fourteenth Amendments to the United States Constitution as a result of the City's refusal to accept issue advertising from the NAACP for display at the Philadelphia International Airport. CCA believes that the claims alleged in the lawsuit are without merit and intends to vigorously defend against them.

Corey Airport Services v. The City of Atlanta, et al., Case No. 11-10579-DD (US Court of Appeals for the 11th Circuit).

This matter involves an appeal by the appellants, including Clear Channel Outdoor, Inc. ("CCO"), of a jury's finding that the appellants conspired to violate Corey Airport Services' ("Corey") equal protection rights in connection with the advertising concession at the Atlanta Hartsfield-Jackson International Airport. CCO believes that the jury's decision was not supported by the evidence and that Corey's claim fails on both the law and facts. Oral argument before the 11th Circuit Court of Appeals is scheduled for the week of January 23, 2012.



Business Organization Statement

5.3.1	GENERAL INFORMATION
5.3.2	CORPORATION STATEMENT
5.3.3	PARTNERSHIP STATEMENT
5.3.4	JOINT VENTURE STATEMENT

5.3.1 General Information

Name of Firm [Exactly as it would appear on an agreement; if operating under a fictitious name, so indicate.]

Clear Channel Outdoor, Inc., d/b/a Clear Channel Airports

Principal Office Address:

4635 Crackersport Road, Allentown, PA 18104

Telephone Number:

610-395-8002 or 877-422-8326

Form of Business Entity [check one]

(☒) Corporation

(☐) Partnership

(☐) Individual

(☐) Joint Venture

5.3.2 Corporation Statement

If a corporation, answer the following:

Date of Incorporation: 8/15/1995

Location of Incorporation: Delaware

Is the corporation authorized to do business in Pennsylvania? Yes (☒) No (☐)

If so, as of what date? 2/23/1996 as Eller Media Company and then Name Change
Amedment was filed 7/27/2001

The corporation is held: Publicly (☒) Privately (☐)

Furnish the name, title, and address of each director and officer of the corporation.

DIRECTORS

	Name	Address	Principal Business Affiliation Other than Proposer's Directorship
1.	Ronald Cooper	Phoenix, AZ	President and CEO
2.	Bryan Parker	Phoenix, AZ	EVP-Real Estate and Public Affairs
3.	Sara Lee Keller	Phoenix, AZ	EVP, General Counsel and Asst. Secretary
4.	Thomas Casey	San Antonio, TX	Director and EVP
5.	Robert Walls	San Antonio, TX	Director, EVP and Secretary
6.	Hamlet Newsom	San Antonio, TX	VP, Associate GC and Asst. Secretary
7.	Scott Bick	San Antonio, TX	VP-Corporate Tax
8.	Brian Coleman	San Antonio, TX	SVP and Treasurer

SHAREHOLDERS

Name	Address	Number of Shares Owned
------	---------	------------------------

Clear Channel Outdoor, Inc. is owned by the following:

Clear Channel Outdoor Holdings, Inc., a Delaware corporation
2201 East Camelback Road, Suite 500
Phoenix, Arizona 85016

Clear Channel Outdoor Holdings, Inc., is:
90% owned by Clear Channel Holdings, Inc.
200 East Basse Road
San Antonio, Texas 78209

The remaining 10% is publicly owned

Clear Channel Holdings, Inc. is 100% owned by Clear Channel Communications, Inc., a Texas corporation
200 East Basse Road
San Antonio, Texas 78209

Clear Channel Communications, Inc. is 100% owned by Clear Channel Capital I, LLC, a Delaware limited liability company
200 East Basse Road
San Antonio, Texas 78209

Clear Channel Capital I, LLC is 100% owned by Clear Channel Capital II, LLC, a Delaware limited liability company
200 East Basse Road
San Antonio, Texas 78209

Clear Channel Capital II, LLC, is 100% owned by CC Media Holdings, Inc., a Delaware corporation
200 East Basse Road
San Antonio, Texas 78209

5.3.3 Partnership Statement Not Applicable

If a partnership, answer the following:

Date of organization: _____
General Partnership () Limited Partnership ()

Partnership Agreement recorded? Yes () No ()

_____	_____	_____	_____	_____
Date	Book	Page	County	State

Has the partnership done business in the Commonwealth of Pennsylvania?

Yes (☐) No (☐)

When? _____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

	Name	Address	% of Ownership
1.	_____	_____	%
2.	_____	_____	%
3.	_____	_____	%
4.	_____	_____	%
5.	_____	_____	%
6.	_____	_____	%

5.3.4 Joint Venture Statement Not Applicable

If a joint venture, answer the following:

Date of organization:

Joint Venture Agreement recorded? Yes (☐) No (☐)

_____	_____	_____	_____	_____
Date	Book	Page	County	State

Has the joint venture done business in the Commonwealth of Pennsylvania?

Yes (☐) No (☐)

When? _____

Name, address of each joint venturer and percent of ownership of each:

	Name	Address	% of Ownership
1.	_____	_____	%
2.	_____	_____	%
3.	_____	_____	%
4.	_____	_____	%
5.	_____	_____	%



Proposal for Development and Operation of Airport Advertising Program(s) at PHL

5.4.1	CONTENT AND DEVELOPMENT PLAN
5.4.2	PROPOSED MANAGEMENT PLAN
5.4.3	PROPOSED EQUAL EMPLOYMENT (NONDISCRIMINATION) AND ACDBE PLANS

A. Combined Airport Advertising Program, and Network
Programming and Advertising Services Concept
(7 Year Term)

B. Combined Airport Advertising Program, and Network
Programming and Advertising Services Concept
*(Alternative Approach - 7 Year Term with 3 year option)**

C. Airport Advertising Program Only
(7 Year Term)

D. Airport Advertising Program Only
*(Alternative Approach - 7 Year Term with 3 year option)**

* As provided for by Addendum No. 1, answer to question 42.

5.4.1 Content and Development Plan: Proposer is encouraged to be creative when devising their content/development for the Airport Advertising Program(s). Please include your proposed development plan for the Airport Advertising Program(s) which includes the following with your Proposal:

A. Details as to the content of the Program(s) and provide samples of the types of proposed advertising.



Any time the conditions are set to allow for a completely new airport advertising program, there is an opportunity to produce something truly inspirational. We propose to create an experience that will stimulate and delight travelers, make advertisers notice and perhaps set a new world standard. We have designed a program that will do exactly that. We see this as a unique opportunity to create a compelling positive first impression of Philadelphia, to deliver a signature “next generation” modern, state-of-the-art, and comprehensive airport advertising program, custom designed for Philadelphia International Airport.

We wanted to create a uniquely talented team. We drew on our collaborations with the media buying world and partnered with Karen Daroff and her Philadelphia-based **Daroff Design**. Together with our internal team of engineers and designers, we worked diligently to develop a program with an overall design theme that integrates well into the existing conditions, and at the same time enhances the overall environment. Our goal was to bring added value by creating exciting new, fresh, colorful and creative installations and advertising opportunities to optimize revenue potential in a responsible way. We knew we had to create a world-class concept. We wanted to improve the quality and flexibility of the media offerings, reduce the number of advertising locations, and plan for fewer, more visually dynamic installations. We hope you will agree that we have created an award-winning advertising program for PHL that shows our commitment to quality from aesthetics and technology to revenue generating opportunities. The new program design creates and makes use of a total digital network of:

Advertising Program

76 new screens in 56 displays (New by CCA)
23 existing multi-use screens (PHL FID)
99 screens total (79 digital sites)

Network Programming

46 new screens

Grand Total = 145 screens (125 digital sites)



This planning and design approach resulted in a total reduction in signs from 233 in the current advertising program to 167 in the newly proposed program. More dramatically, the number of static displays reduces from 214 to 111 ...a 52% reduction!

In our cohesive approach to proposing programs for both Advertising and Network Programming, we designed the programs to compliment rather than compete with each other. Digital ads can be sold and posted across portions of each program as requested (albeit with separate agreements for reporting). This allows for a major reduction in the overall inventory needed for maximizing coverage and revenues. The end result is a wonderfully “clean” program devoid of clutter yet vibrant, dynamic, colorful and bright with a decidedly modern hip vibe. It is a flexible and digitally robust program designed for current and future growth and the ongoing evolution of digital media. Our comprehensive concept including design, advertising, information, entertainment and passenger services is synergistic and forward looking.



Proposed network programming display with optional sponsorship shroud

Our proposed financial considerations and associated proformas are aggressive and sustainable. Most importantly, our concepts are based on inventory that has a high likelihood of being approved and installed as presented and proven technology. To be clear, we have allocated our Airport Advertising Program design inventory into two groups for you – Foundation and Optional /Alternative.

FOUNDATION INVENTORY

“Foundation Inventory” is generally predetermined inventory that has a high likelihood of approval. Most concepts include a permanent fixture (digital or static) that is installed by Clear Channel Airports or is Airport owned such as the multi-use screens within the FID banks. This inventory is the basis of what we are sure is an award winning airport advertising program.



Proposed “Walk” Synchronized Video Displays

Touring our “Foundation Inventory”, you will be completely “wowed” by 8 synchronized 55” vertical digital panels integrated into the columns of the B/C connector creating an iconic “must see” point of interest and advertising opportunity. This is our “Walking” digital product consisting of multiple vertical LCD screens designed to be viewed head-on simultaneously while moving and able to display synchronized dynamic advertising and digital art. If we are selected and this installation approved, it will be the first time this product is featured in a US airport and will certainly set PHL apart!

Further along approaching the FID banks at either end of the B/C connector you will be drawn to a large 70" digital screen head-on running dynamic digital advertising shared with Airport and City informational content. These large 70" LCDs are packaged with 70" head-on freestanding sister units at the ends of the D/E connector and can also be packaged with any of the other digital pieces including Network Programming inventory to accommodate any need and any sized budget. All of the digital inventory will be driven by our FLYsmart 2.0 platform and technology. *Please see the FLYsmart 2.0 insert on page 96.*



FLYsmart 2.0
Navigation Interface

Taking a turn down the concourses there is a selection of spectacular high-value 7 x 11 backlit signs. Further down the concourses, a minimal selection of 5' backlit signs brings additional value from a marketing perspective. All signs are mounted on specially designed custom stainless steel posts and/or on our signature FreeCharge™ work stations. All displays will use new state-of-the-art "energy saving" LED back lighting. *Please see the Clear Channel Goes Green insert sheet on page 98.*



Proposed Concourse LCD Video Walls

Nearing the end of concourses B and C you will notice the spectacular 50 square foot digital walls on the overhead soffits. This has always been a desirable area for display and our new concept will optimize advertising revenue with a much more dynamic and technological cutting-edge solution.

We are also proposing a custom developed branded space opportunity on either end of the D/E connector. These spaces are marketed as high-impact specialty development and no one is better at these than Clear Channel Airports. Just

take a look at the samples on page 104. Our design team will work with our prospective clients to create custom branded spaces that incorporate multiple mediums. All potential clients and designs will be presented to the airport for approval prior to installation.

We also propose to improve the design of the current Monster Media Area in the D/E concourse in the and use that area to feature and test new and up-and-coming digital media products, and/or designs. Ideas for the next installation include a large 3D digital wall and/or Mosaic Digital Media recently showcased at the Clear Channel Airports event at the ACI Conference in San Diego.

On Concourses A and F, we propose to reduce inventory by 39 sites and to create a mix of efficient LED-lit signage and tension fabric banner inventory and custom development options for a major local and regional initiative. This inventory can also package with certain inventory on B, C, D and E concourses for national buys that want facility-wide coverage.

Crossing over the pedestrian bridges to bag claim, you will notice a 29% reduction in the number of signs and a streamlined, more contemporary feel to the displays that complement the stainless steel FID banks.

In bag-claim, we propose a virtually “all digital program” starting with our latest third generation state-of-the-art Digital Service Centers (DSC3), our unique and exclusive second generation mobile media feature, FLYsmart 2.0, and a network of 13 bag belt deck mounted double-sided 70” LCDs throughout all domestic baggage claims. *Please see the FLYsmart 2.0, and DSC3 inserts on pages 96 and 97 respectively.*

OPTIONAL / ALTERNATIVE

Our Optional / Alternative Inventory or concepts consist of a host of creative options that generally do not require a permanent fixture and can be temporary and/or installed as sold. Some have been, or are available in the current advertising program and some have been requested by advertisers in the past but not approved. Some can demand very high rates and result in huge buys and others are somewhat unproven, but have future potential. We assume PHL will approve some of these concepts or similar ones on a case-by-case basis. These are addressed as Optional / Alternative Inventory, because both approvals and sales on them are not easily determined. We wanted to propose creative options and concepts for your review, while still remaining fiscally responsible. Therefore, inventory in this section is not part of our projections. If selected, we will work with PHL to determine what concepts are acceptable where and when. The approval of any of these concepts on a temporary or permanent basis will accelerate sell-in and increase potential.

Some of the things included as Optional/Alternative Inventory are:



Optional/Alternative Sample - Dallas Fort Worth International Airport

- Advertising on luggage carts
- Jetways (Bridges)
- Double-Take bag-belts wraps
- Garage sponsorship and parking facility advertising
- External pedestrian bridge signage
- Website advertising/sponsorship
- Column wraps
- Experiential floor displays
- Mirrus digital mirrors
- Security Bin Advertising

NETWORK PROGRAMMING AND ADVERTISING SERVICES CONCEPT

Our network Programming and Advertising Services Concept consists of a total of 46 new, latest generation 46” HD LCD screens with optional shrouds (6 more than the current program) positioned in the most frequented gate holding areas and, for the first time, in the two main food courts. This network will feature custom developed PHL TV short programming and live sports and will work in conjunction with our Advertising Program. The network presents an opportunity to create a huge, flexible digital signage system that can accommodate almost anything an advertiser may want to accomplish and any size “buy” they desire. From time sensitive advertising to event based advertising in the form of full dynamic broadcast quality content to specific program sponsorship or even static or fly-in tower ads or crawlers, this network can do it all. Imagine an advertiser like Marriott being able to automatically post an ad when flights are cancelled, Microsoft sponsoring a tech program, or Chickie’s and Pete’s



automatically posting a happy hour special not only on the Network Programming screens, but throughout our digital Advertising network and on the FLYsmart 2.0 app when certain flights are delayed! The airport can use this flexibility as well. It's all achievable with Clear Channel Airport's proposed "next generation" Airport Advertising and Network Programming Programs.

On the following pages, we provide more detail on both programs with Sample Photos of real CCA installations of similar displays, Floor-Plans, Renderings, Equipment Plan and Specification Sheets as well as a Transition Plan, Capital Analysis and more specifics about the Network Programming Program.

We hope you enjoy reviewing them with as much enthusiasm as we had while creating them for you and we look forward to the opportunity to make them a reality for Philadelphia International Airport and the great City of Philadelphia!



Overview.

FLYsmart™ 2.0 is a free, location-based mobile app configured to establish consistent communication channels within the airport. The app helps travelers locate services and amenities in addition to receiving a real-time live feed of parking, flight and gate information, concessions and general airport information on a mobile platform.

FLYsmart™ 2.0 works by creating a dialog between the airports FID system and our web portal. Our platform concept allows updated information to be available for additional products, such as digital signage networks. This platform provides all the immediate information air travelers need.

Availability.

FLYsmart™ 2.0 is available free for both iPhone and Android platforms. The app is currently available in 34 airports, including 15 of the top 25. New airports are added each month.

2.0 Advantage.

Flysmart™ 2.0 creates a dialog between the passenger and the airport environment by utilizing a real-time data feed. Using our platform, concessions and advertisers can select whether to publish content to a single product or to multiple in less than an hour. This network provides relevant content to a wide audience, thus increasing the overall level of passenger service.

Category Menu

Options Carousel

User Avatar

Banner Ad



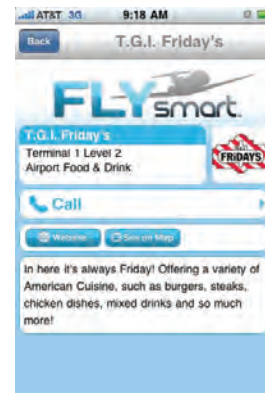
1. Select a category and venue



2. Select a terminal



3. View location



4. View description



5. View additional Information

Disclaimer

All corporate marks, names, identities and/or likenesses utilized within these materials are for display purposes only. There exists no association between any third-party and In-Ter-Space Services, Inc. and/or Clear Channel Outdoor, Inc. unless explicitly stated. Any potential association, agency relationship, or copyright infringement created or perceived herein is neither intended nor implied, and hereby expressly disclaimed.



Recently installed at Detroit Metro Airport.

DSC3 DIGITAL SERVICE CENTER

Overview.

The DSC3 "Digital Service Center" is an interactive communication and information system that replaces the static hotel call board of yesterday. The DSC3 uses large format LCD interactive touch screens with a simple navigation menu based on standard international symbols. The digital ad is run on a timed loop, which attracts passengers and entices them to interact with the unit to learn more about local/regional hotels, restaurants, and things to do, then direct dial right to their selection.

Communication.

In addition to the enhanced advertiser features, the DSC3 was designed to provide airports with a robust, affordable and effective means to communicate with passengers. Using a dynamic XML architecture, we are able to modify the DSC3 programming on the fly. This allows us to make changes such as adding web links on the homepage or displaying airport messaging on the scrolling ticker for City events and local/regional conventions, etc.

Linking to an airport sponsored kiosk site or BID/FID site enables passengers to communicate directly with the airport and receive critical information in real time. Using this method, airports can connect with passengers where and when the information is needed.

In addition, the DSC3 was also designed to ensure our airport partners are properly accommodating the special need passengers. When a passenger navigates to the advertiser detail screen, they have the option of using TDD if they are hearing impaired. This is possible by means of an on-screen keyboard. For international passengers we offer multilingual options, which are customized to the needs of service and the local community.





CCA GOES GREEN

Digital

Clear Channel Airports continues to improve long-standing advertising programs with newer technologies. Digital displays allow us the opportunity to offer more focused advertising by reducing the number of displays in certain areas of our airports, while still offering the same advertiser capacity. This reduction in displays allows us to decrease energy consumption dramatically, while still creating award-winning, dynamic showcase programs. Our low power consuming screens operate on shared power systems, thus consuming 15%-20% less energy than our competitor's screens. Moreover, our digital displays eliminate the need for environmentally unfriendly ink printed artwork, requiring the shipping of and disposal of resources-making digital an even greener solution for signage.

Tension Fabric Display

Many of our advertising programs are transitioning from the traditional light box displays to our large format Tension Fabric Displays (TFD). The artwork is a stretched synthetic, recyclable material which presses into a light-weight, extruded aluminum frame, available unlit or enhanced with LED backlight grids. Both versions offer a more eco-friendly solution, using approximately half the power of traditional light boxes or none at all. Not only is the shipping and installation of the material much simpler over the traditional large format vinyl wall murals, but the artwork is reusable if the client chooses to rotate artwork for special campaigns.

LED

As we move into newer technology, some advertisers still prefer the traditional static light box display. We have evolved this standard product with Light-Emitting Diode (LED) technology, which now uses 75% less energy and lasts 5x longer! LED lamps contain no mercury or other hazardous elements, and also greatly reduce heat output (approximately 40%). Recently, CCA has launched these new energy-saving LED spectacular displays throughout the Denver International Airport. Total energy usage has been reduced by 86% on each display, and will result in a total energy savings of over 204,000 kilowatt hours per year!

At Clear Channel Airports, we are very focused on operating our business in ways that minimize the potential for causing harm to the environment. We are committed not just to full compliance with all laws designed to sustain and improve the environment but also to employing ecologically friendly construction techniques and selecting appropriate materials and operational procedures.



Samples of the types of proposed advertising Digital Video Walls



Austin Bergstrom International Airport



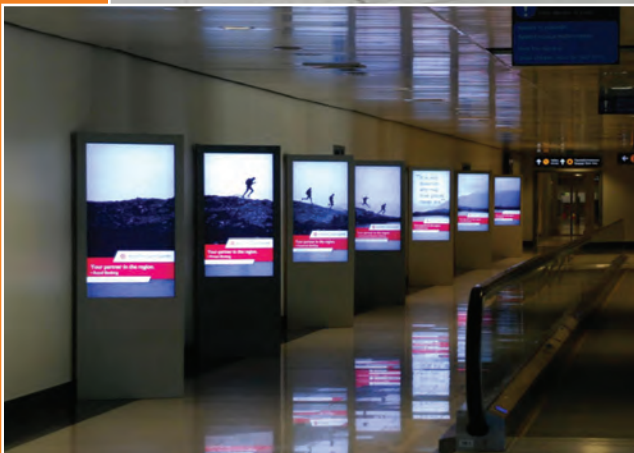
Sacramento International Airport



Raleigh Durham International Airport



Zurich International Airport



Larnaka Airport, Cyprus



Larnaka Airport, Cyprus

Samples of the types of proposed advertising FID Integration



Austin Bergstrom International Airport



Philadelphia International Airport



San Antonio International Airport

Samples of the types of proposed advertising Baggage Carousel LCD Networks



Ted Stevens Anchorage International Airport



Port Columbus International Airport



Indianapolis International Airport



Detroit Metro Airport



Sacramento International Airport



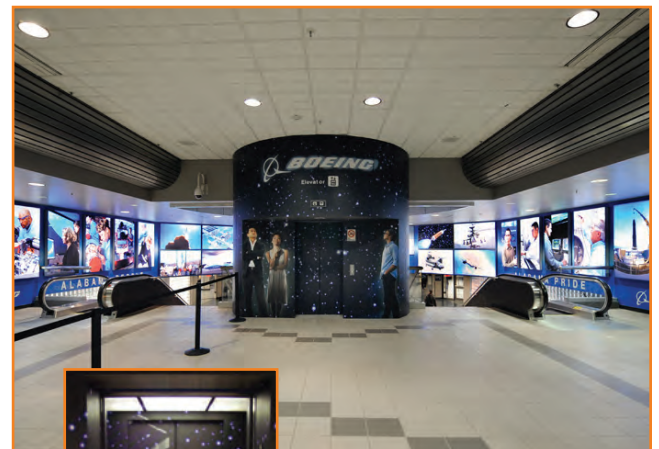
Indianapolis International Airport



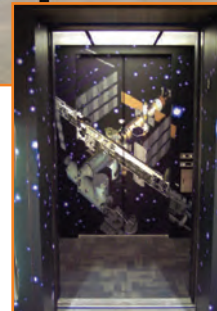
Larnaka International Airport, Cyprus



Juan SantaMaria International Airport, Costa Rica



Huntsville International Airport





Orlando Sanford International Airport



Nashville International Airport



Milwaukee - General Mitchell International Airport

Samples of the types of proposed advertising Interactive Exhibit Displays



Dallas-Fort Worth International Airport



Chicago O'Hare International Airport



Atlanta Hartsfield Jackson International Airport

Samples of the types of proposed advertising Auto Exhibits



Phoenix Sky Harbor International Airport



Hamilton International Airport, New Zealand



Budapest International Airport



Sacramento International Airport

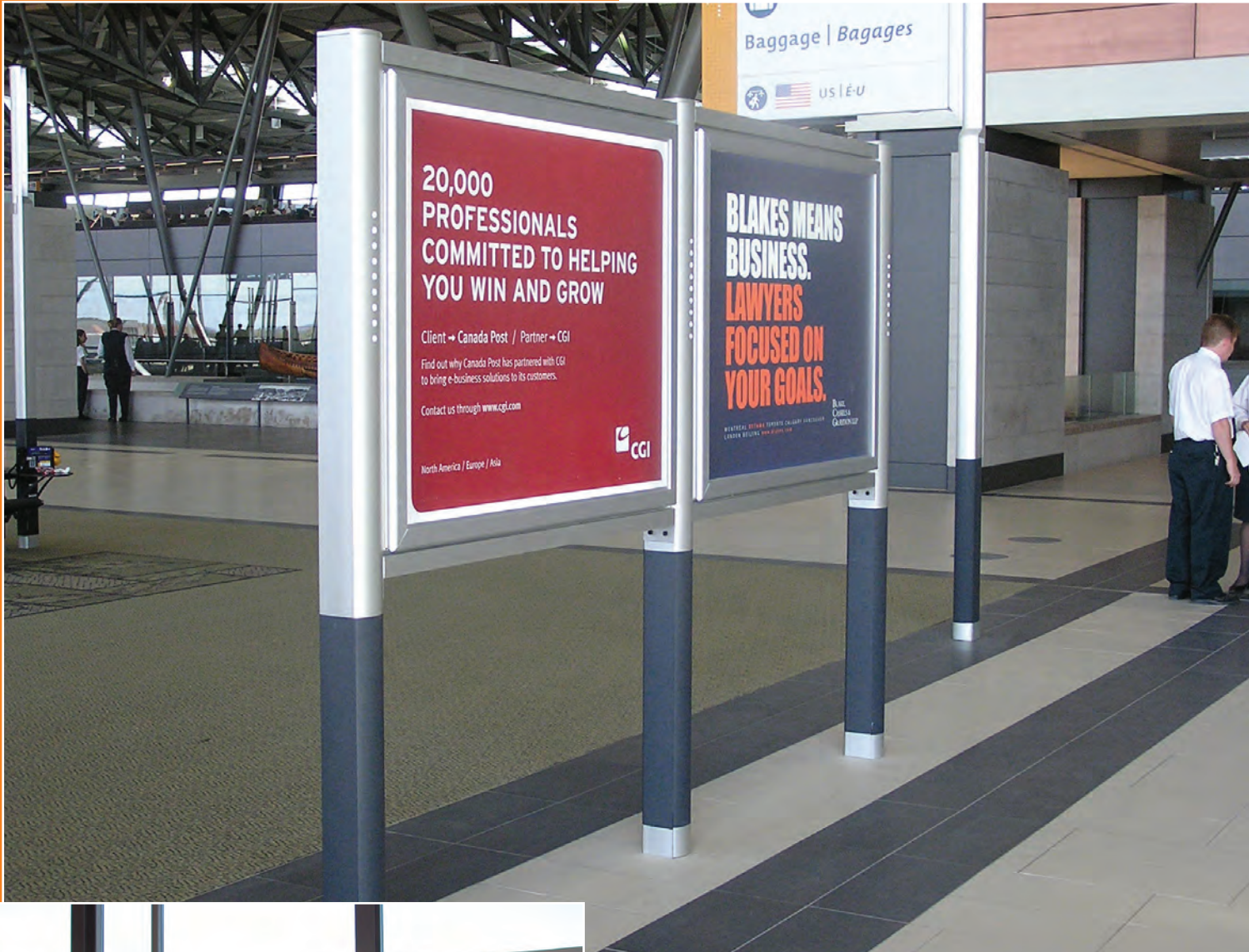


Toronto Pearson International Airport



Austin Bergstrom International Airport

Samples of the types of proposed advertising Post Mount Displays



Ottawa International Airport



Austin Bergstrom International Airport



Austin Straubel International Airport

Samples of the types of proposed advertising Window Clings



Atlanta Hartsfield Jackson International Airport



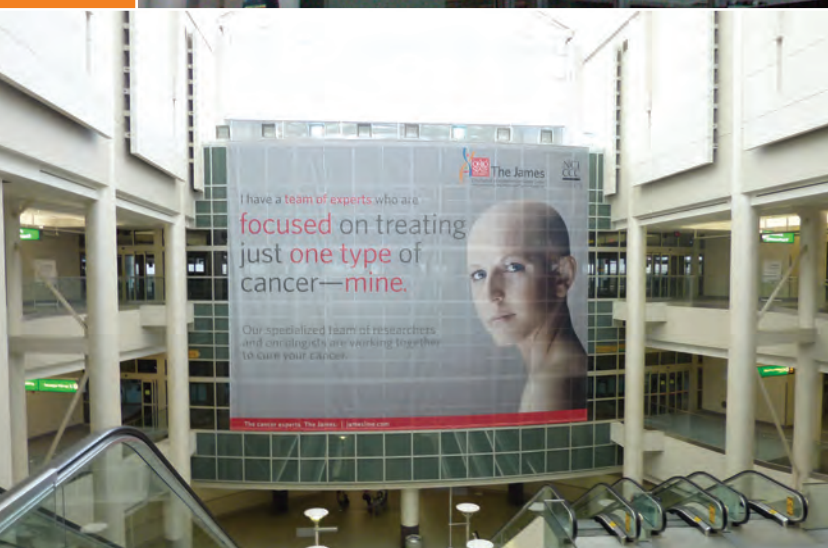
Boston Logan International Airport



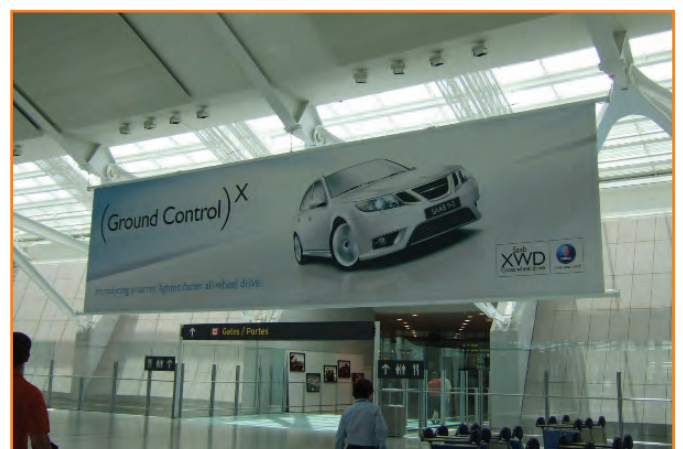
Las Américas Airport, Santo Domingo



Chicago O'Hare International Airport



Port Columbus International Airport



Toronto Pearson International Airport

Samples of the types of proposed advertising

Alternative Media Formats



ADRail - Chicago O'Hare International Airport

Product Sampling - Chicago O'Hare International Airport



Pedestrian Bridge Cling - Boston Logan International Airport

Samples of the types of proposed advertising Alternative Media Formats

Mirrus - Chicago O'Hare International Airport



Luggage Cart Advertising - Aruba International Airport



Security Point Media - Larnaka International Airport



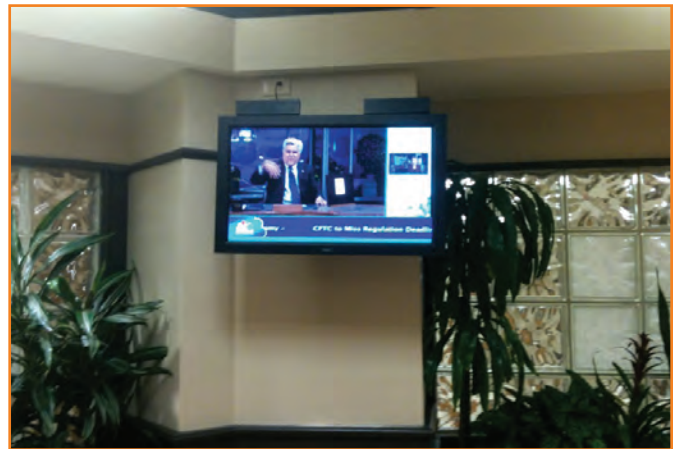
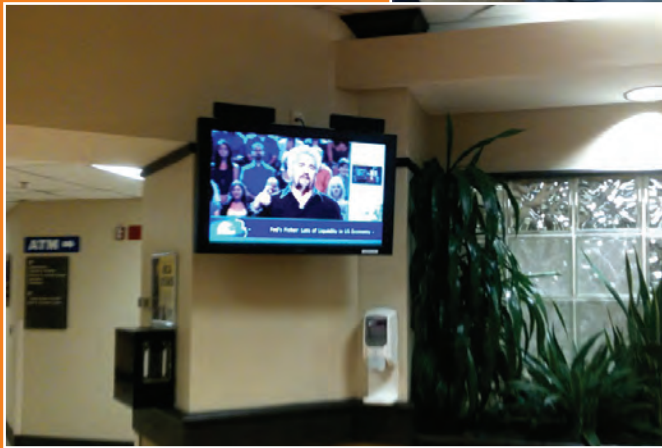
Philadelphia International Airport



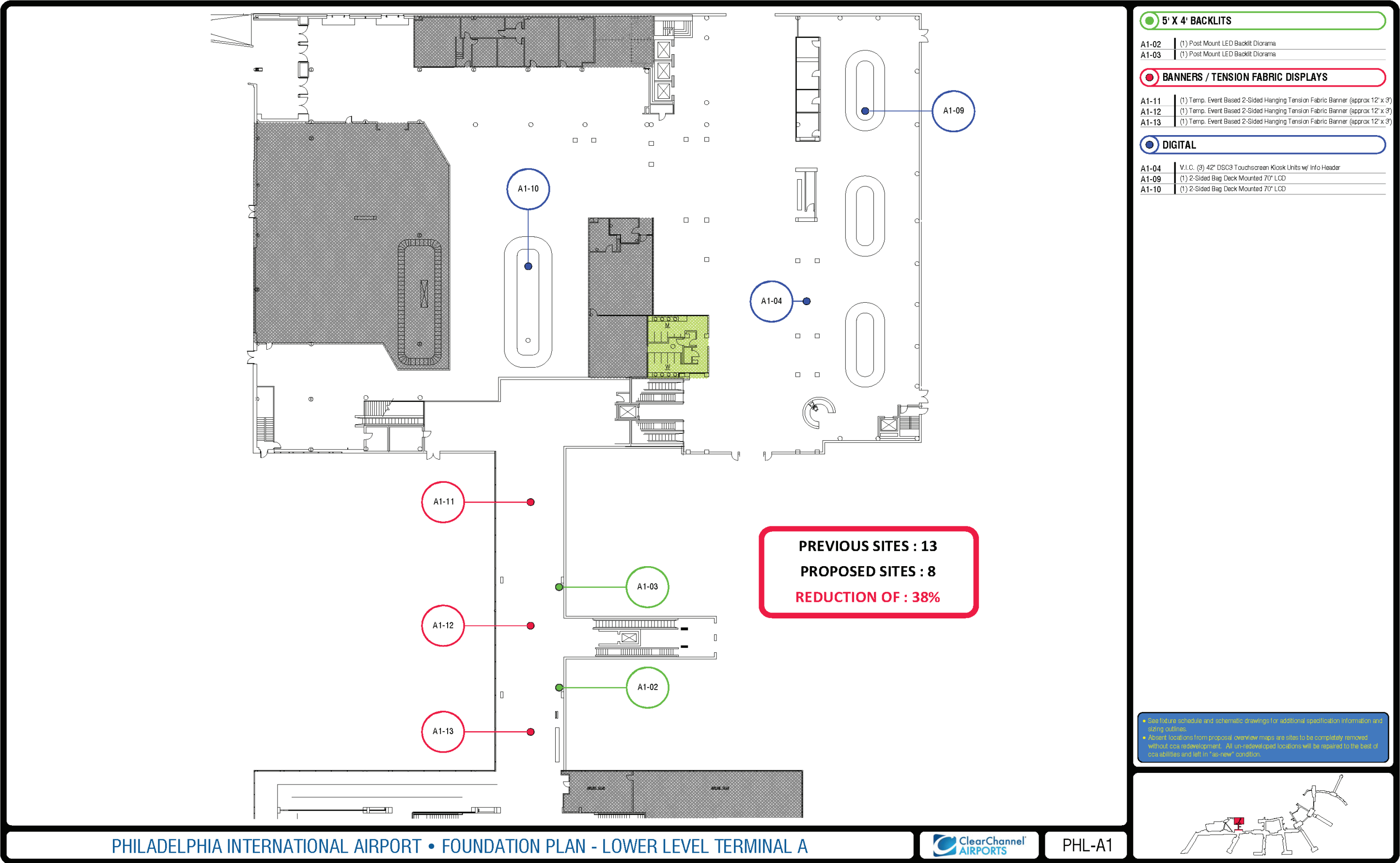
Jet Bridge Domination - Larnaka International Airport

Samples of the types of proposed advertising Network Programming

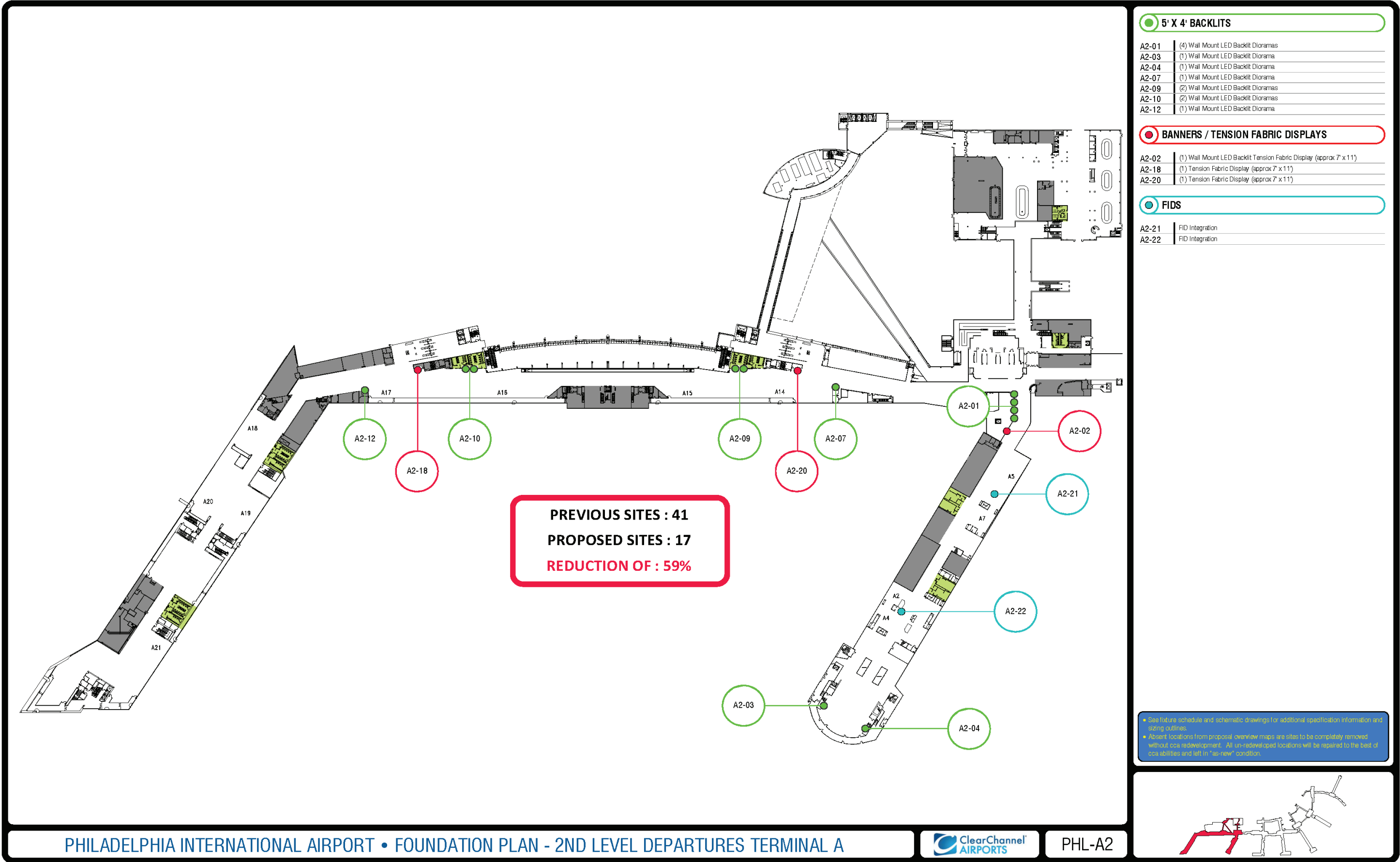
Medical Center Of Arlington, TX



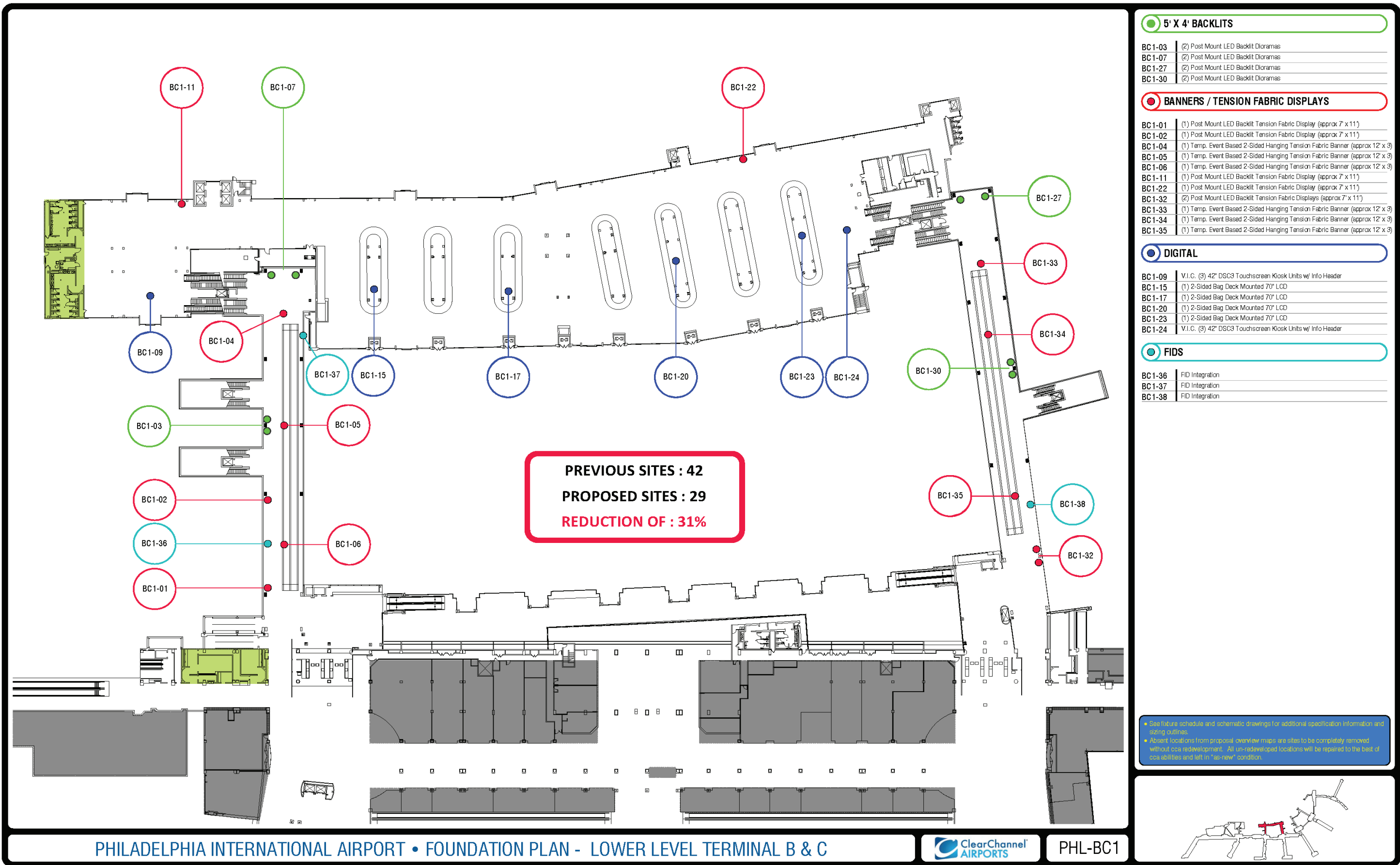
B. Schematic Floor Plan - Airport Advertising Concession Program



B. Schematic Floor Plan - Airport Advertising Concession Program



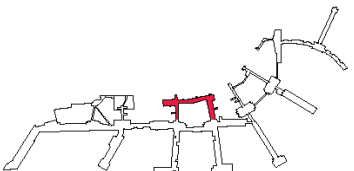
B. Schematic Floor Plan - Airport Advertising Concession Program



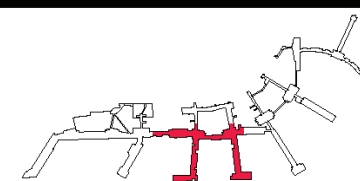
PHILADELPHIA INTERNATIONAL AIRPORT • FOUNDATION PLAN - LOWER LEVEL TERMINAL B & C



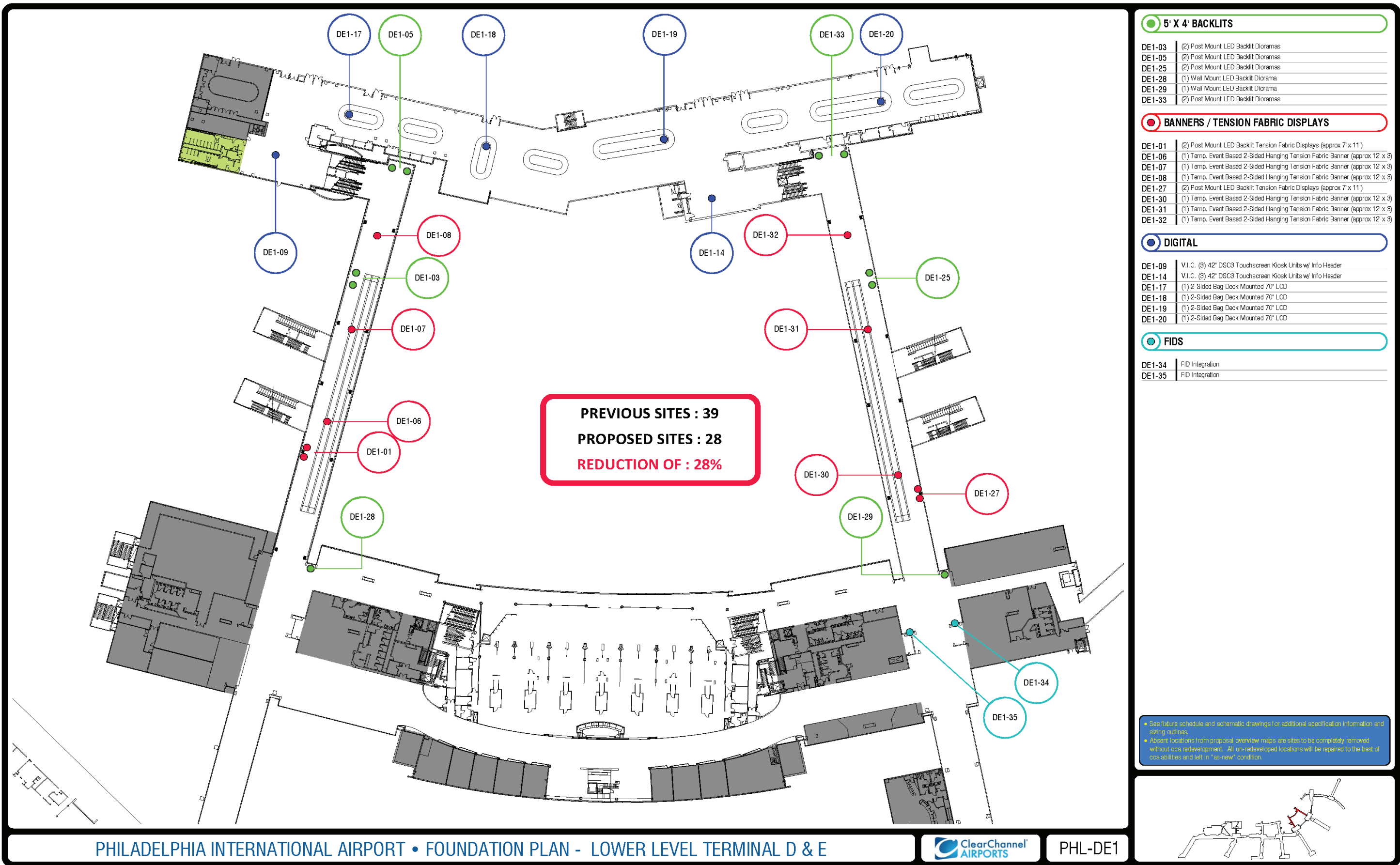
PHL-BC1



B. Schematic Floor Plan - Airport Advertising Concession Program



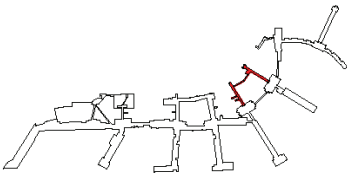
B. Schematic Floor Plan - Airport Advertising Concession Program



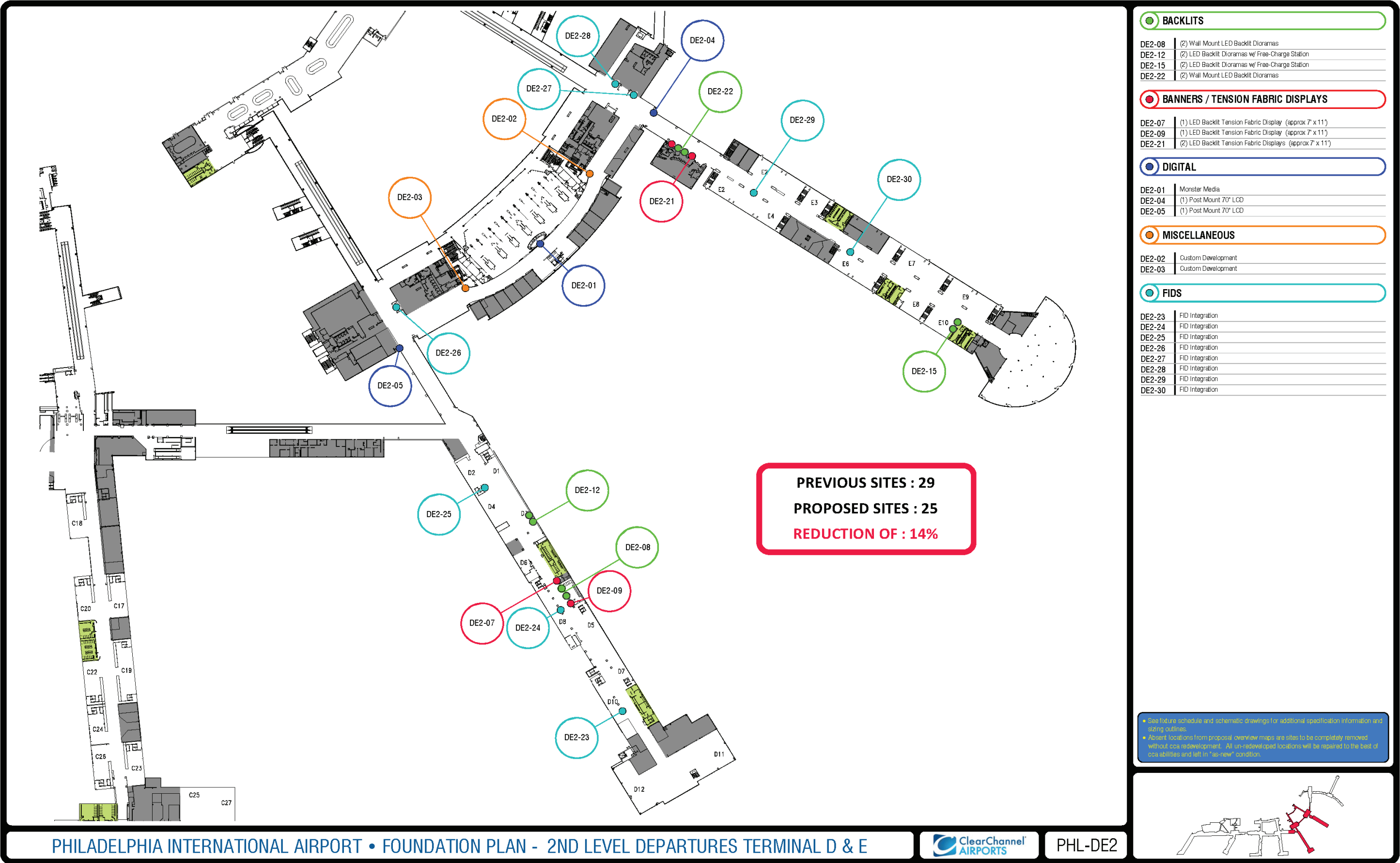
PHILADELPHIA INTERNATIONAL AIRPORT • FOUNDATION PLAN - LOWER LEVEL TERMINAL D & E



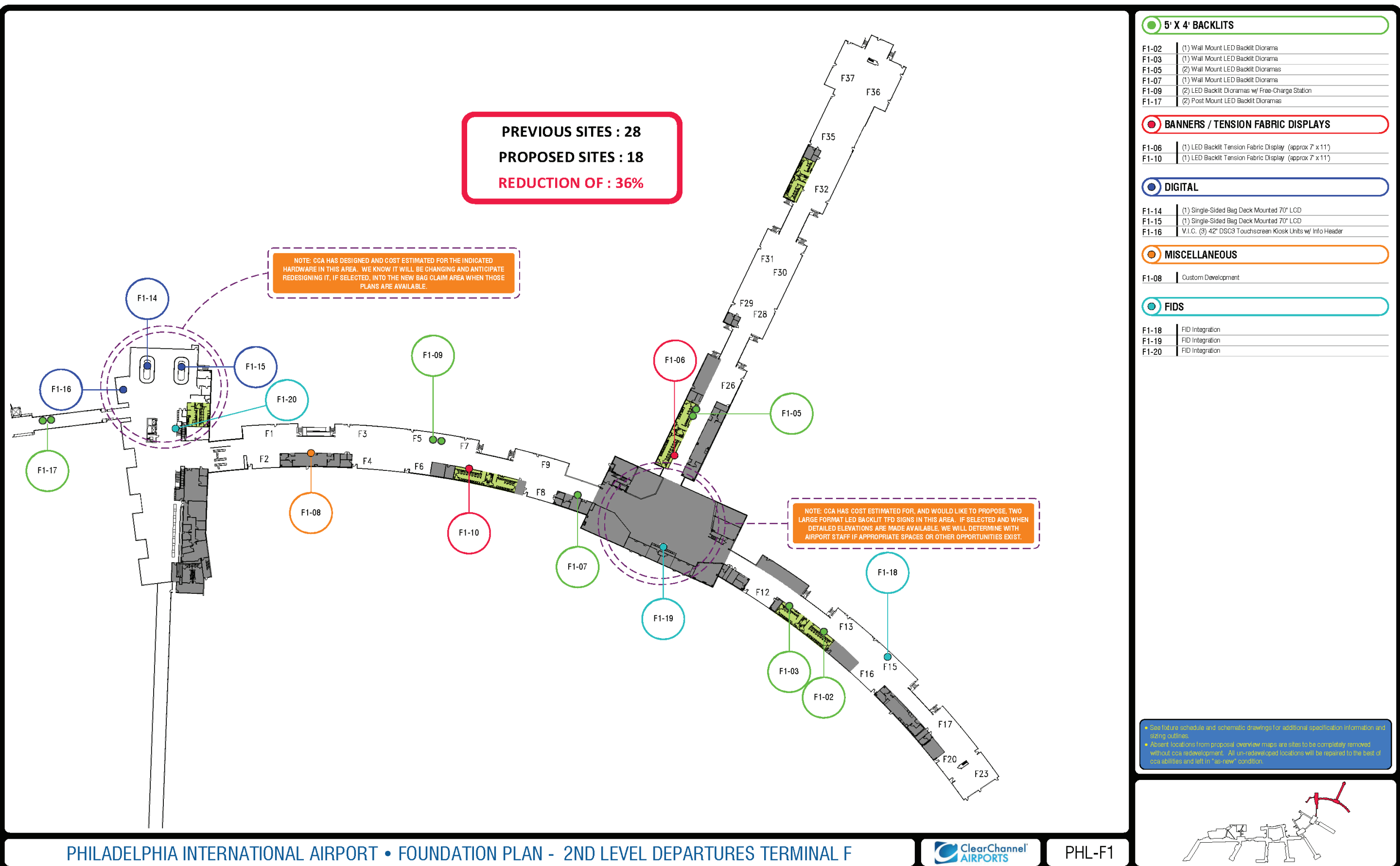
PHL-DE1



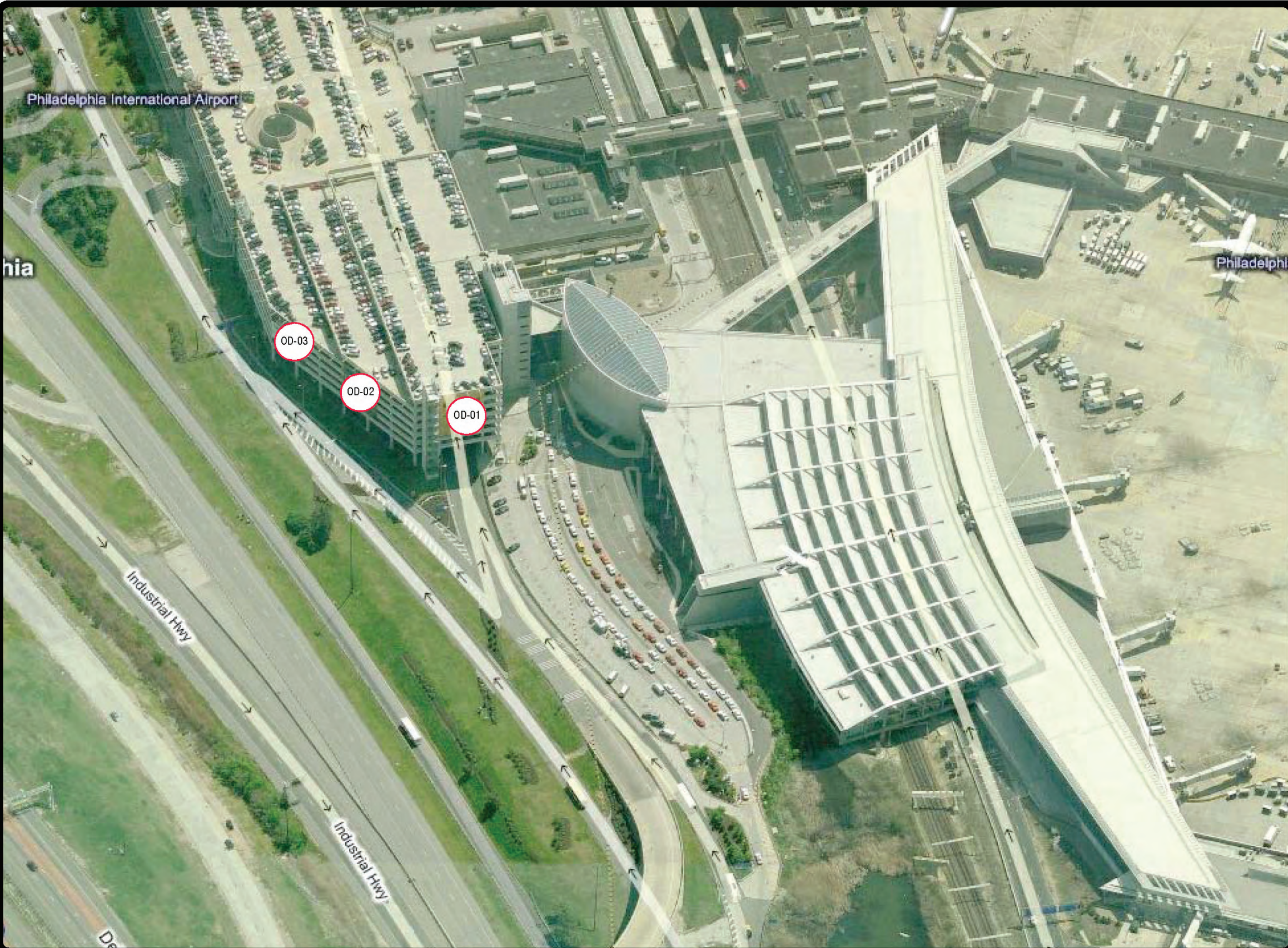
B. Schematic Floor Plan - Airport Advertising Concession Program



B. Schematic Floor Plan - Airport Advertising Concession Program

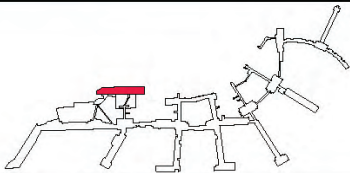


B. Schematic Floor Plan - Airport Advertising Concession Program



BANNERS	
OD-01	Outdoor Garage Banner
OD-02	Outdoor Garage Banner
OD-03	Outdoor Garage Banner

• See fixture schedule and schematic drawings for additional specification information and sizing outlines.
• Absent locations from proposal overview maps are sites to be completely removed without cca redevelopment. All un-redeveloped locations will be repaired to the best of cca abilities and left in "as-new" condition.

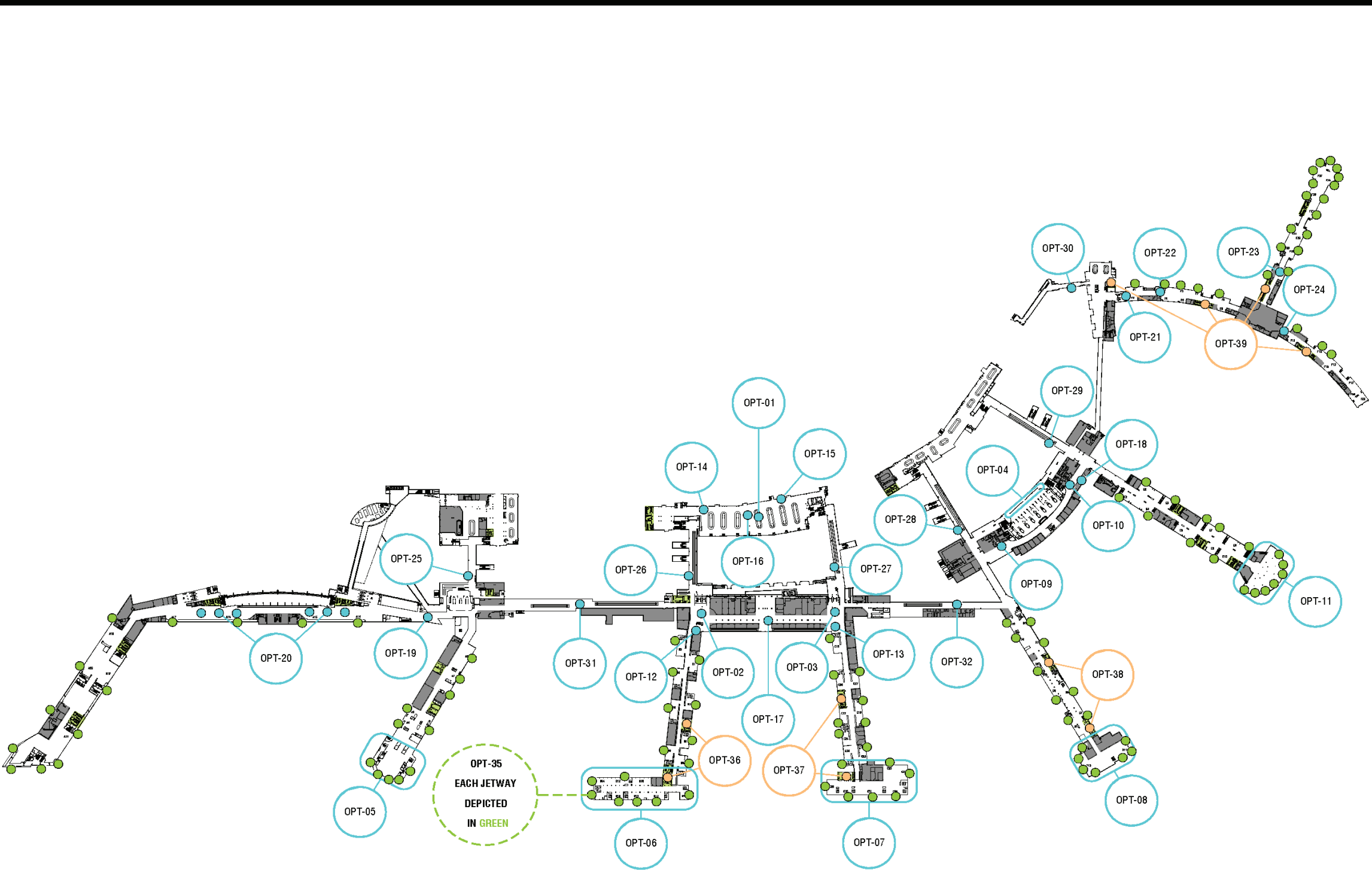


PHILADELPHIA INTERNATIONAL AIRPORT • OUTDOOR PLAN



PHL-OD

B. Schematic Floor Plan - Optional Alternative Locations



OPTIONAL / ALTERNATIVE

OPT-01	(14) Bag Belt Wraps (2 Per Belt)
OPT-02	Column Wraps
OPT-03	Column Wraps
OPT-04	Column Wraps
OPT-05	Custom Development
OPT-06	Custom Development
OPT-07	Custom Development
OPT-08	Custom Development
OPT-09	Custom Development
OPT-10	Custom Development
OPT-11	Custom Development
OPT-12	Digital Development Space
OPT-13	Digital Development Space
OPT-14	Exhibit Space
OPT-15	Exhibit Space
OPT-16	Exhibit Space
OPT-17	Exhibit Space
OPT-18	Experiential Ambient Space
OPT-19	Tension Fabric Display on Soffit
OPT-20	(6) Wayfinding Tension Fabric Banners
OPT-21	Wayfinding Tension Fabric Banner
OPT-22	Wayfinding Tension Fabric Banner
OPT-23	Wayfinding Tension Fabric Banner
OPT-24	Wayfinding Tension Fabric Banner
OPT-25	Window Cling
OPT-26	Window Cling
OPT-27	Window Cling
OPT-28	Window Cling
OPT-29	Window Cling
OPT-30	Window Cling
OPT-31	Wraps
OPT-32	Wraps

AIRPORT WEBSITE ADVERTISING/SPONSORSHIP

OPT-33	Airport Website Advertising/Sponsorship - Not Shown on Map
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AMI

OPT-34	AMI Sponsorship and Experiential Marketing (Locations to be Determined)
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JETWAYS

OPT-35	(110) Interior and Exterior Jetbridge Wraps
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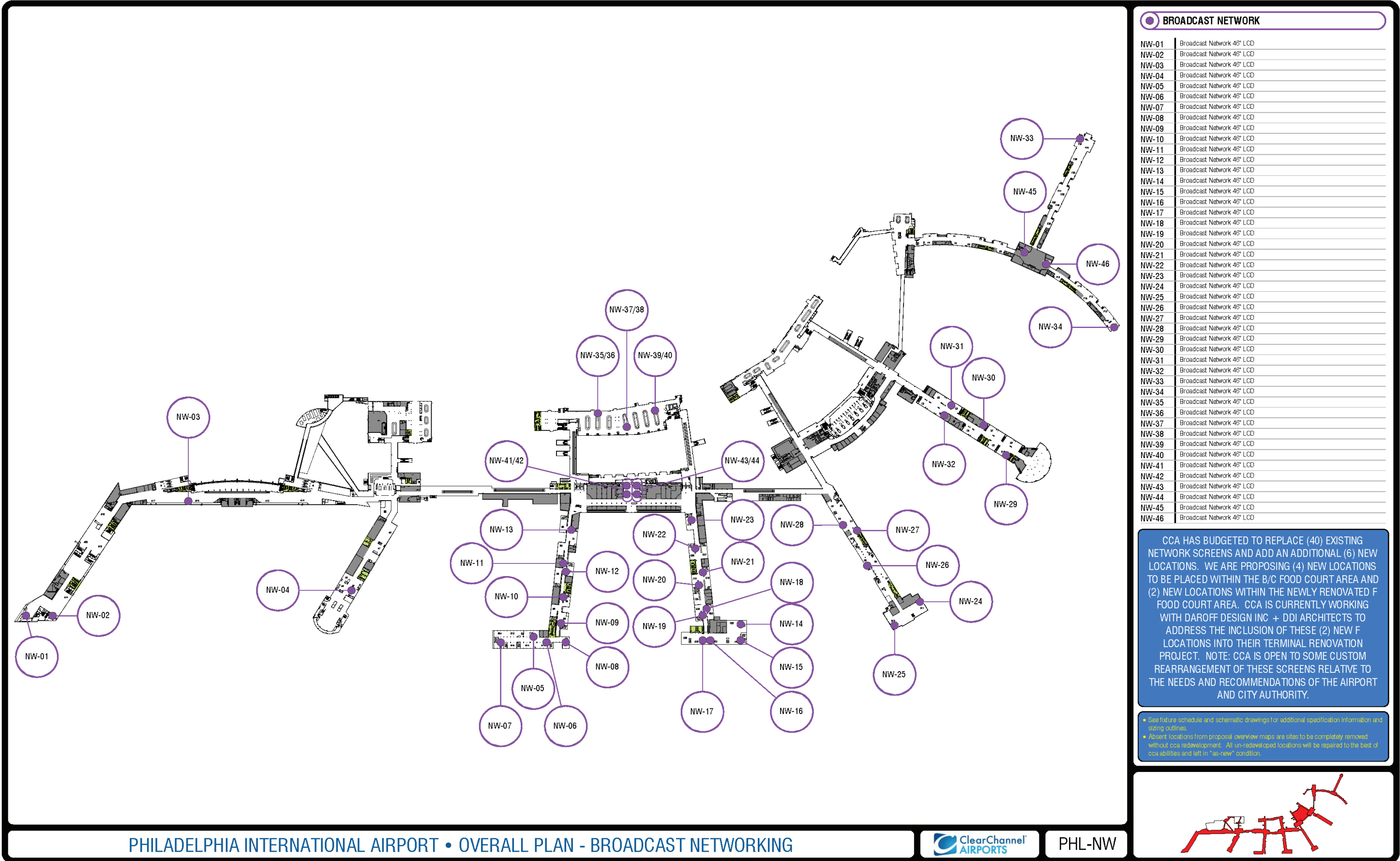
MIRRUS

OPT-36	20 Mirror Units
OPT-37	20 Mirror Units
OPT-38	30 Mirror Units
OPT-39	30 Mirror Units

See fixture schedule and schematic drawings for additional specification information and sizing outlines.
Absent locations from proposal overview maps are sites to be completely removed without cca redevelopment. All un-redeveloped locations will be repaired to the best of cca abilities and left in "as-new" condition.



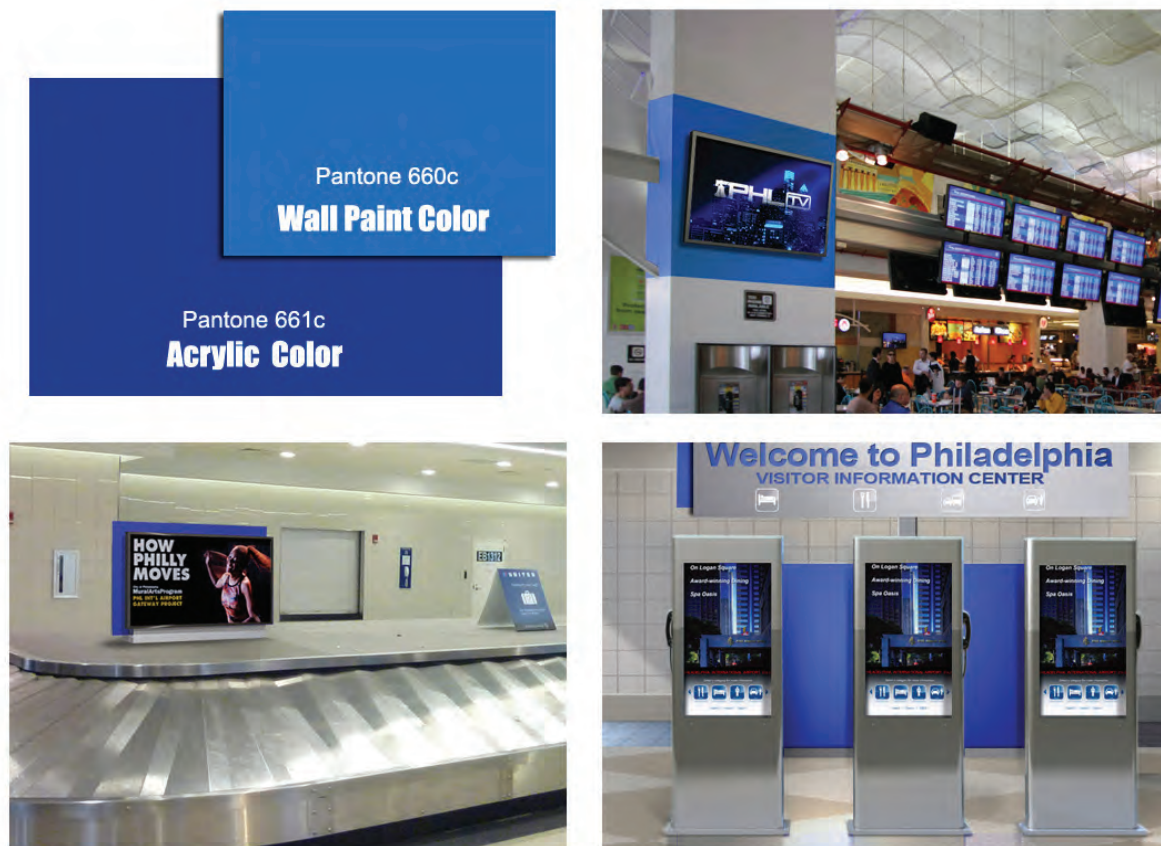
B. Schematic Floor Plan - Network Programming



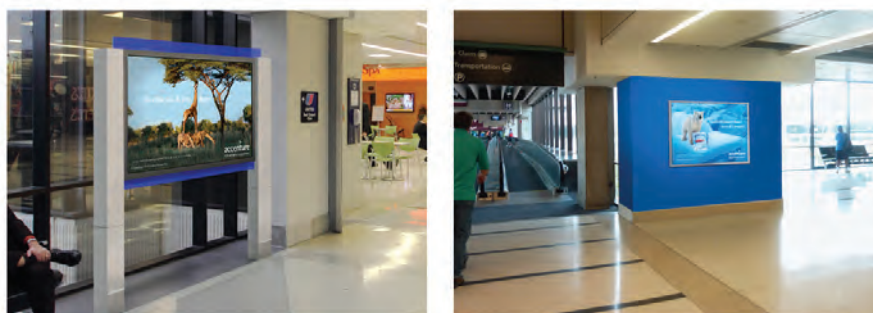
C. One or more sketches of the proposed concession or photographs of existing facilities that represent the type of development Proposer would place in all Terminal buildings.

Working closely with Karen Daroff and her team at Daroff Design, we developed a fresh and contemporary approach for both Advertising and Network Programming programs that addresses aesthetics, technology, and revenue generation. Our overall design theme integrates well with the terminal environment while bringing a touch of color and design that enhances the facility. Our recommended color panels and wall color can be changed easily to remain modern and relevant.

"I would love to see this new program in place at PHL. I couldn't be more enthusiastic." - Karen Daroff



We have developed a consistent two color system that will accent the advertising displays using a combination of blue acrylic accent panels that will be integrated into many of the



technology based displays. In certain environments we propose to introduce a secondary blue color through paint and vinyl on surfaces that surround many of the displays.



Tiled LCD Video Wall

As you view our proposal, keep in mind that our sample photos of similar displays developed for our airport partners around the globe can be found starting on on page 99. In addition to the artists renderings of our proposed displays, we have also supplied a video animation that takes you on a virtual tour of your new program. We are very excited about this proposed new program, and feel that it will be an award winner! The video animation can be found on a DVD in the back cover of this proposal.

Shown above - 2 Panel High by 4 Panel wide 46" tiled LCD video wall with ultra thin bezels. These video wall displays offer the latest in LCD technology including an an ultra slim profile, outstanding video performance with high - definition graphics, minimal energy consumption compared to plasma or LED, simplified service and replacement, remote programming through our FLYsmart 2.0 platform, and reliable operation. We also propose painting the wall behind the display to enhance the LCD's already stunning 3000:1 contrast ratio, and add continuity to our display program.



Freestanding LCD

We continue with our theme using the blue accent panels for our freestanding LCD network and freestanding LED illuminated dioramas. Shown above is our concept for our pedestal mount horizontal LCD's. We have strategically placed these units at heavily trafficked intersections for both arrivals and departures.

The high brightness and contrast ratio of the LCD along with the standard 16:9 format and the ability to run full motion video, or still images as a "slide show" make this a great format for our advertiser base. In addition to the concourse level digital displays, we have planned an extended LCD network in baggage claim.



Freestanding Edgelit Diorama

Left - Our display network of freestanding dioramas carries the same theme as our digital units. In addition to the blue accents we have utilized Daroff's design of your FID structure for display continuity. The added thickness of the structural bases will ensure that the displays retain their uniform appearance and alignment.



Before

70" LCD

The B/C mall offers a location like no other, your FID display banks at each end of the B/C Marketplace have a fantastic visual approach with an extended dwell time. We propose to reconfigure the existing layout of screens by removing the upper and lower horizontal screens. We then move two of the vertical screens to the bottom row, and bring in a huge 70" LCD screen up top for us to share with the airport. These screens are packaged with our 70" head-on freestanding sister units at the ends of the D/E connector and can also be packaged with any of the other digital pieces, *including Network Programming inventory* to accommodate any need, and any sized budget. All of the digital inventory will be driven by our FLYSmart 2.0 platform and technology.

While 3D systems with glasses/goggles have flooded the market, the public's and most importantly the advertisers reaction to using them has been lukewarm. Recent developments in auto-stereoscopic LCD displays. or 3D LCD's have made this technology work without glasses. We will offer this technology when the time is right, and our plan will be to offer it in these locations. *Don't miss our video animation of this concept!*



Screen capture from CCA Video Animation



70" LCD with Marketplace Promotion



Before



Screen capture from CCA Video Animation

The entrance to the B/C mall from the concourse offers a valuable intersection. Our plan is to enclose the opening between the columns to create a whole new contemporary look, including an upgrade to the static Marketplace sign with a dynamic 70" LCD display. In order to keep the exterior surface of the wall flush, we will build the new wall section between the columns and place our new signage on the face. In addition to the "Visit Our Philadelphia Marketplace" imagery, we have allocated time in the digital loop to run a series of Marketplace promotions. Be sure to check out our video animation to see this area live!

We will continue the wall around the opposite side to close the gap. The same theme will be placed on the graphic, and we will place one of our ultra slim tension fabric banners on the wall for a single high value sponsor.

As stated on the previous pages, the B/C Marketplace offers an environment like no other. We propose to seamlessly integrate a series of our ultra modern “Walk” Synchronized video displays against the structural support columns. Our Walk system is a great success in both Zurich and Cyprus airports, and we would like Philadelphia to be **the first market in the United States to boast such a modern and European technology**. Typically our units are stainless steel, but for seamless architectural integration, we propose to custom build and powder coat each unit to match the column width and color, therefore creating a seamless transition to a digital program that appears to have been part of the original Marketplace master plan.

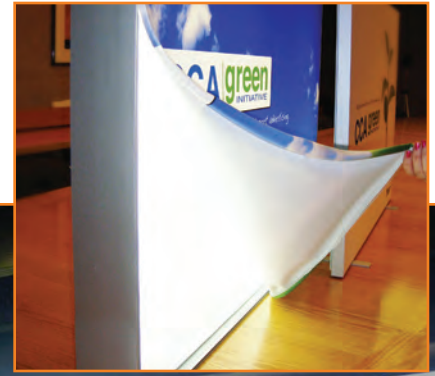
To see our Walk 7 units in our Zurich program visit <http://www.youtube.com/watch?v=kykFs-f-s0s> or scan the QR code below with your smart phone and free app such as ShopSavvy or free barcode scanner.



Before



Walk Synchronized Video Displays



To replace the bulky “spectacular” light box of yesterday, we have combined the architectural structure of your FID displays with our 7X11 LED illuminated tension fabric displays.

This revolutionary new display system was specifically designed to securely hold printed fabric images that can be changed out with ease. Due to the fact that the images are printed on fabric, they offer super vivid, glare-free, and extra sharp graphics that result in dramatic visual impact when compared to traditional “Duratran” graphics. Colors pop with an even glow using our energy saving, 100,000 hour, cool-burning rear-illumination LED system. In addition to the GREEN value these displays bring to the environment, (see CCA Goes Green on page 98) advertisers love the added advantage of 100% seamless graphics that achieve the highest quality, photo-realistic images.



Various Tension Fabric Displays (Non Illuminated)



When you see our Tension Fabric displays, you will immediately know that they are not your ordinary banners. They are beautifully rich, tightly stretched high-definition images that add a layered dimension you can not achieve when printing on paper. The fabric used in our TFD displays is quite durable, easy to clean, provides no light glare, can subdue noise, be folded and stay wrinkle-free, and has the needed capacity to stretch into the frame system to present a wrinkle-free seamless image that advertisers love.



The banners can be custom made to virtually any size or shape, and their ultra thin, and light aluminum frame makes them great for any environment whether it be suspended from a ceiling, or wall mounted. For our suspended TFD's, we have what we call a "banner drop" system that allows the entire display to be raised and lowered at the touch of a button...no lift needed!



DSC3 Digital Visitor Information Center



Before

The Clear Channel DSC3 Digital Visitor Information Center is an interactive communication and information system that replaces the static hotel call board of yesterday. DSC3 uses large format LCD interactive touch screens with a simple navigation menu based on standard international symbols and offering up to eight different languages with the option to add more if needed. The main screen is composed of a digital ad above a scrollable (i Phone like) navigation menu. The digital ad is run on a timed loop which attracts passengers and entices them to interact with the unit to learn more about local/regional hotels, restaurants, and things to do then direct dial right to their selection. In addition to the enhanced advertiser features the DSC3 was designed to provide airports with a robust, affordable and effective means to communicate with passengers. In fact, passengers will also have the ability to transfer the DSC3 information directly to their mobile device through the FLYsmart 2.0 App.



FLYsmart 2.0
Navigation Interface

Using a dynamic XML architecture we are able to modify the DSC3 programming with ease. This allows us to make changes such as adding web links on the homepage or displaying airport messaging on the scrolling ticker for City events and local/regional conventions, etc.

The design of our DSC3 for PHL remains consistent with our blue accent panel theme for that sophisticated / modern look. The cabinets are made of stainless steel for maximum durability and impact resistance. We have recently deployed a series of 19 DSC3 units in Detroit Metro airport.



Before



Baggage carousel LCD Network

Our plan for baggage claim is to remove ALL of the static 3-sided revolving signs that sit on the carousel decks, and replace them with large format LCD screens. With over 1000 digital screens across our airport network, we are experts at digital deployment. Anyone can buy an LCD screen, but we know what it takes to create and maintain a successful digital network. In addition to our proposed concourse level network, our plan includes 13 bag belt deck mounted double-sided 70" LCDs throughout all domestic baggage claims.

By going digital, we will not only have the ability to offer advertisers a complete digital network, but we will have a platform that can truly entertain and educate the passengers with airport and City information. For example, it would be great to run feature segments of the **Big Picture Alliance** documentary "**How Philly Moves**", and run digital promotions to create awareness of various exhibits throughout the terminal such as **Michael Schunkes Hand Blown Glass** in Terminal D.





Custom Development Area



FreeCharge Retrofit - Edgelit Dioramas

Although we are the experts in large national sales, we are also the experts when it comes to local and regional sales. In Terminal F we have planned to remove several backlit static signs and offer a few high impact areas to the large local/regional players. In many airports we experience a sense of home town pride for the business commuter, these large format custom locations will allow local entities to “buy their brick” in your airport.

There is still a group of National advertisers that rely on a selection of 5' backlit signs to get their campaigns across multiple markets. We have developed a way to offer this format on newly designed FreeCharge™ workstations into edgelit dioramas. We have also recognized a few areas of the terminal that would be enhanced with our blue wall theme, and edgelit placement. All static displays will use new state-of-the-art “energy saving” LED back lighting.



Edgelit Diorama



Before

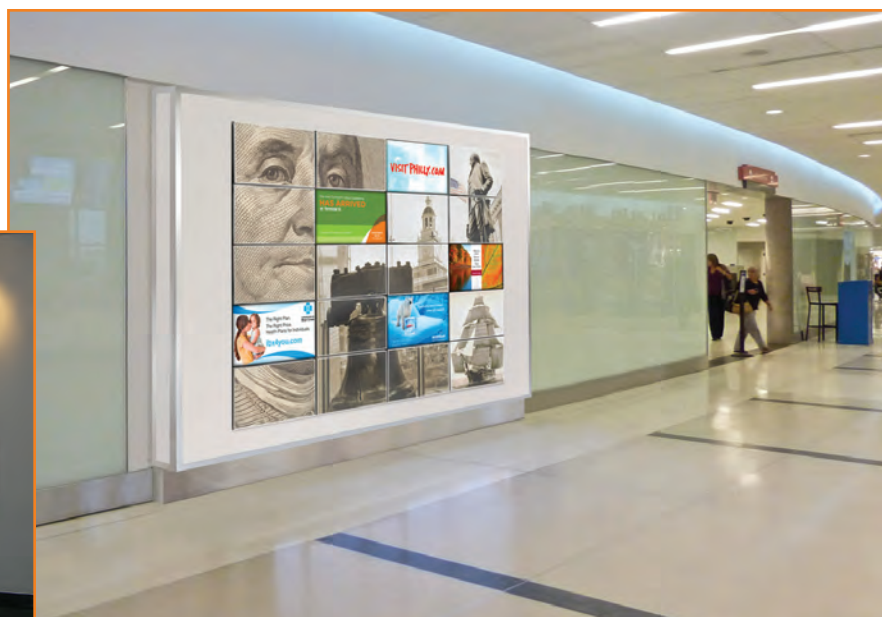


Monster Media Redevelopment

We also propose to improve the design of the current Monster Media display in the D/E concourse in the short term and then use that area to feature and test new and up-and-coming digital media products or designs into the future. Our plan is to build an architectural stepped shroud with internal illumination to make the area really pop with a European look. We will start with the same color blue as our other accent panels, but once we turn on the lights, it will have an addicting glow. We feel that our new facade will be such a dramatic improvement that it will help drive sales on the interactive unit. But if not, we do have a few ideas for the next install. We can turn it into a large 3D digital wall and/or Mosaic Digital Media display such as the one we recently showcased at the Clear Channel Airports event during the ACI Conference in San Diego. We also have the ability to turn the existing wall into a standard video wall to include in our overall digital network. The size and location of this screen would be great for Art promotions, City Imagery, and full screen advertisements with or without the interactivity.



CCA Mosaic Digital Media



Mosaic Digital Media Concept



Custom Development Area



We have allocated two areas in the Concourse D/E corridor for an advertiser or multiple advertisers to go outside the box. Our design team has developed a grid panel of tension fabric displays with floating digital windows. Based on client interest, and of course airport approval, we have the ability to create this grid-wall to promote Philadelphia through digital imagery that is supported by advertisements.

We will approach community leaders such as Comcast to run paid digital content on the LCD screens as part of a sequential loop. At timed intervals, the screens will fade back to the missing pieces of the mural. A few seconds later, the images would fade to full color.

Although merely a concept at this point, we have helped in the design and development of many complex custom builds with our advertisers and their agencies such as Boeing, Busch Gardens, Jack Daniels, Diageo, and Panasonic, just to name a few.



Custom Development area

Custom development and large format are in demand. Your facility offers a few locations that are ideal for this type of approach. Window clings offer a huge format that is easy to install and remove with no damage to any surface. They can be produced to be semi-transparent so passengers can still see through to the tarmac. Trade show type exhibits are becoming one of the most sought after inventory in an airport advertising program, but just placing something with a few stantions around it is not the image advertisers or we want. Advertisers spend hundreds of thousands of dollars to develop custom exhibits for trade shows and events. Sponsored play areas, seating areas, and work areas have also become very popular. We have the perfect opportunity to bring these types of displays into PHL, and would love the ability to pitch some of these concepts to a few potential clients.



Window Cling

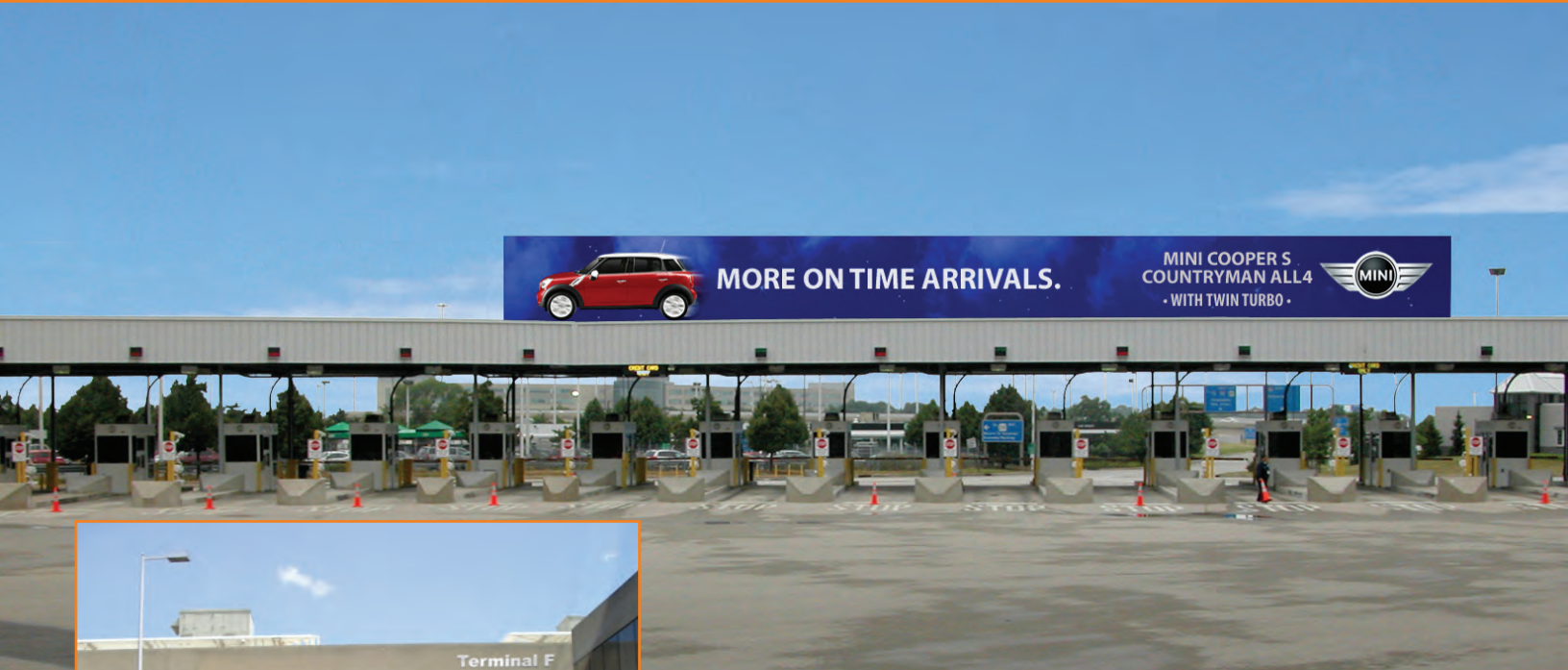


Sponsored Chill Zone



Airport Advertising Program Concept

Optional/Alternative



Toll Plaza Sponsorship

We have identified a host of creative options that in most cases do not require a permanent fixture and can be temporary and/or installed as sold. Some have been, or are available, in the current advertising program and some have been requested by advertisers in the past, but not approved. Some can demand very high rates and result in huge buys and others are somewhat unproven, but have future potential. We assume PHL will approve some of these concepts or similar ones on a case-by-case basis. These are addressed as Optional / Alternative Inventory, because both approvals and sales on them are not easily determined. We wanted to propose creative options and concepts for your review, while still remaining fiscally responsible. Inventory in this section is not part of our projections. If selected, we will work with PHL to determine what concepts are acceptable where and when. The approval of any of these concepts on a temporary or permanent basis will accelerate sell-in and increase potential.



Pedestrian Bridge Wraps



Column Wraps



How Philly Moves Sponsor



PHL Website Splash Page Sponsor



Mirrus

We have a cool new media that we would like you to consider: Digital advertising mirror displays that we would like to place in select restrooms throughout the airport that will feature high-definition video and/or HD still images.

As the consumer engages a Mirror, the advertisement migrates to the top right-hand corner while the remainder of the screen becomes a fully functioning mirror. As the consumer walks away, the brand advertisement reverts to full screen. The mirrors deliver an advertising medium that is memorable, measurable and unavoidable. In addition to the advertisements, Mirrus has the ability to post PSA messages like Amber Alerts.

The network is controlled remotely and messaging is scheduled to the second via our broadcast quality content management system. The mirrors also include a robust sensor that measures the number of consumers who engage with each mirror and the duration of that engagement.

To see Mirrus in action, please visit <http://www.youtube.com/watch?v=aTQqDKu6Gao>



Floor Graphics and Window Clings



Garage Clings

We have identified several areas that we would like to develop through our experiential marketing partner AMI. Experiential Marketing programs allow passengers to engage and interact with brands, products, and services in sensory ways that provide corporate sponsors higher returns on investment through experiential marketing. The term “Experiential Marketing” refers to actual customer experiences with the brand/product/service that drive sales and increase brand image and awareness. It’s the difference between telling people about features of a product or service and letting them experience the benefits for themselves. Personal experiences help people connect to a brand and make intelligent and informed purchasing decisions.



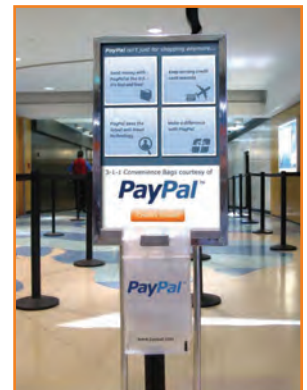
Elevator Door Wraps



Product Sampling



Hand Sanitizer Sponsor



Security Bag Sponsor



Security Bin Sponsor



Network Programming and Advertising Services Concept



Proposed B/C Food Court Network Programming Displays

Clear Channel Airports has teamed up with Connectivision to bring you a whole new way of looking at network programming and advertising services. **ClearVision!**

ClearVision's short-form programming strategy has been perfected to provide airline travelers with compelling content that is entertaining, informational and educational – from shows on the highest-rated broadcast and cable networks to local news, sports and weather. ClearVision has incorporated the TV programming needs, wants and desires of top airport operators into a solution that takes on-site branding to the next level. By creating a customized TV station within the airport environment, we can bring Philadelphia International Airport – PHL TV – a new marketing tool that can target, reach and engage a world on-the-go.



Proposed Typical ClearVision Network Programming Display with Optional Sponsorship Shroud



D. A specification sheet for each type of equipment proposed to be installed as part of the Proposal ("Equipment Plan"). Attachment C

FOUNDATION								
Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
EQUIPMENT PLAN : LOWER LEVEL TERMINAL A BAGGAGE CLAIM & BRIDGE								
A1-01	VERTICAL POSTER	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A1-02	2 PEDESTAL DIORAMA	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
A1-03	2 PEDESTAL DIORAMA	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
A1-04	PHONE CENTER	T	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	The ultra-compact kiosk / 42" portrait LCD with a direct dial phone system	Interactive touch screens content with direct dial phones	Meridian DSC3 Pre-Fabricated Kiosk , #4 Brushed Stainless Steel Finish / Header Design: 3/4 cabinet grade plywood / Alum covered with p-lam all sides / Finish: Brushed Alumasteel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
A1-05	2-SIDED BAG DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A1-06	3 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A1-07	2-SIDED BAG DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A1-08	3 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A1-09	2-SIDED BAG DIORAMA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	Scheduled advertising loop will be published via networked 3G connections
A1-10	NA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	Scheduled advertising loop will be published via networked 3G connections
A1-11	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
A1-12	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
A1-13	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
EQUIPMENT PLAN : SECOND LEVEL TERMINAL A								
A2-01	4 DIORAMAS	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	4	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
A2-02	2 DIORAMAS & 1 SPECTACULAR	S	WALL MOUNT 7X11 LED TFD	Large format rear-LED Lit display. Our LED TFD becomes an environmentally friendly sign which now uses 75% less energy than typical industry units as well as lasts 5x longer, reducing maintenance costs and minimizing airport traffic inconvenience.	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum / Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel	1	NA
A2-03	DIORAMA	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	NA
A2-04	DIORAMA	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	NA
A2-05	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A2-06	4 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	4	NA
A2-07	DIORAMA	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	NA
A2-08	5 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	5	NA
A2-09	2 DIORAMAS	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	2	NA
A2-10	2 DIORAMAS	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	2	NA
A2-11	5 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	5	NA
A2-12	DIORAMA	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	NA
A2-13	DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A2-14	3 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A2-15	DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
A2-16	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	2	NA
A2-17	3 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	3	NA
A2-18	NA	S	WALL MOUNT TFD (CLIENT CAP)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
A2-19	NA	S	WALL MOUNT TFD (CLIENT CAP)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	6	NA
A2-20	NA	S	2 WALL WRAPS (CLIENT CAPEX)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
A2-21	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
A2-22	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
EQUIPMENT PLAN : LOWER LEVEL TERMINAL B-C BAG CLAIM & BRIDGES								
BC1-01	PEDESTAL DIORAMA	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC1-02	4 PEDESTAL DIORAMAS	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC1-03	2 PEDESTAL DIORAMAS	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
BC1-04	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
BC1-05	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
BC1-06	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
BC1-07	NA	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
BC1-08	3 PEDESTAL DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-09	PHONE CENTER	T	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	The ultra-compact kiosk / 42" portrait LCD with a direct dial phone system	Interactive touch screens content with direct dial phones	Meridian DSC3 Pre-Fabricated Kiosk, #4 Brushed Stainless Steel Finish / Header Design: 3/4 cabinet grade plywood / Alum covered with p-lam all sides / Finish: Brushed Alumasteel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
BC1-10	DIORAMA	S	REMOVE ONLY	NA	NA	NA	1	NA
BC1-11	SPECTACULAR	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC1-12	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-13	SPECTACULAR	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-14	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-15	3-SIDED REVOLVING DIORAMA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue): 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
BC1-16	3-SIDED REVOLVING DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-17	3-SIDED REVOLVING DIORAMA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue): 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
BC1-18	SPECTACULAR	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-19	3-SIDED REVOLVING DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-20	3-SIDED REVOLVING DIORAMA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue): 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
BC1-21	3-SIDED REVOLVING DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-22	SPECTACULAR	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC1-23	3-SIDED REVOLVING DIORAMA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue): 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
BC1-24	PHONE CENTER	T	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	The ultra-compact kiosk / 42" portrait LCD with a direct dial phone system	Interactive touch screens content with direct dial phones	Meridian DSC3 Pre-Fabricated Kiosk , #4 Brushed Stainless Steel Finish / Header Design: 3/4 cabinet grade plywood / Alum covered with p-lam all sides / Finish: Brushed Alumasteel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
BC1-25	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-27	2 MINI-SPECTACULARS	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
BC1-28	2 PEDESTAL DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-29	2 PEDESTAL DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-30	2 PEDESTAL DIORAMAS	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
BC1-31	2 PEDESTAL DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC1-32	2 PEDESTAL DIORAMAS	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
BC1-33	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
BC1-34	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
BC1-35	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
BC1-36	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
BC1-37	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
BC1-38	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
EQUIPMENT PLAN : SECOND LEVEL CONCOURSE B - CENTER CORE - CONCOURSE C								
CONCOURSE C								
BC2-01	SPECTACULAR	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC2-02	SPECTACULAR	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC2-03	FID	T	RELOCATE TOP CTR SCREENS TO BOTTOM CTR AREA - TOP CTR SCREEN = 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	"Commercial grade Direct-view High definition 1080p 178° viewing angle LCD / <6" deep and field serviceable / Peerless flat mount bracket"	1	Scheduled advertising loop will be published via networked 3G connections
BC2-04	NA	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-05	FREE-CHARGE STATION	S	(2) FREE-CHARGE MOUNT LED DIORAMAS	Retro-fit 5' LED edgelit static panels into pre-built amenities station backdrop where current TFD banner currently resides	Backlit display print (duratran)	Extruded aluminum frame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness / Backer panel: Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel / or to be specified by PHL	2	NA
BC2-06	PEDESTAL DIORAMA	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-07	NA	S	WALL MOUNT 7X11 LED TFD	Custom constructed floor/wall mount system with mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-08	PEDESTAL DIORAMA	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-09	PEDESTAL DIORAMA	S	POST MOUNT LED DIORAMA W/ OPTIONAL EXHIBIT SPACE	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-10	DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC2-11	DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
BC2-12	5 DIORAMAS	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	3	NA
BC2-13	DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC2-14	SOFFIT WRAP	T	2-PANEL HIGH X 4-PANEL WIDE VIDEO WALL	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	Scheduled advertising loop will be published via networked 3G connections
CONCOURSE B								
BC2-15	SPECTACULAR	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC2-16	FID	T	RELOCATE TOP CTR SCREENS TO BOTTOM CTR AREA - TOP CTR SCREEN = 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Commercial grade Direct-view High definition 1080p 178° viewing angle LCD / <6" deep and field serviceable / Peerless flat mount bracket	1	Scheduled advertising loop will be published via networked 3G connections
BC2-17	NA	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-18	PEDESTAL DIORAMA	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-19	NA	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-20	FREE-CHARGE STATION	S	(2) FREE-CHARGE MOUNT LED DIORAMAS	Retro-fit 5' LED edgelit static panels into pre-built amenities station backdrop where current TFD banner currently resides	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness / Backer panel: Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel / or to be specified by PHL	2	NA
BC2-21	PEDESTAL DIORAMA	S	POST MOUNT LED DIORAMA W/ OPTIONAL EXHIBIT SPACE	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	NA
BC2-22	NA	S	WALL MOUNT 7X11 LED TFD	Large format rear-LED Lit display. Our LED TFD becomes an environmentally friendly sign which now uses 75% less energy than typical industry units as well as lasts 5x longer, reducing maintenance costs and minimizing airport traffic inconvenience.	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
BC2-23	PEDESTAL DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC2-24	5 DIORAMAS	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	3	NA
BC2-25	SOFFIT WRAP	T	2-PANEL HIGH X 4-PANEL WIDE VIDEO WALL	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	Scheduled advertising loop will be published via networked 3G connections
CENTER CORE								
BC2-26	FREE-CHARGE STATION	S	RELOCATE STATION / REPLACE WRAP WITH 4-SIDED TFD	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
BC2-27	NA	T	4 SYNCHRONIZED 55" VERTICAL LCD SCREENS INTEGRATED INTO COLUMN WITH THEMED SURROUNDS	Planar commercial-grade 55" LCD display integrated into custom surround	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	4	Scheduled advertising loop will be published via networked 3G connections
BC2-28	VERTICAL POSTER	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	NA
BC2-29	4 VERTICAL POSTERS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC2-30	FREE-CHARGE STATION	S	RELOCATE STATION / REPLACE WRAP WITH 4-SIDED TFD	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
BC2-31	VERTICAL POSTER	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
BC2-32	NA	T	4 SYNCHRONIZED 55" VERTICAL LCD SCREENS INTEGRATED INTO COLUMN WITH THEMED SURROUNDS	Planar commercial-grade 55" LCD display integrated into custom surround	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	4	Scheduled advertising loop will be published via networked 3G connections
BC2-33	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
BC2-34	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
BC2-35	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
BC2-36	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
BC2-37	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
EQUIPMENT PLAN : LOWER LEVEL TERMINAL D-E BAG CLAIM & BRIDGES								
DE1-01	4 PEDESTAL DIORAMAS	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
DE1-02	2 PEDESTAL DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-03	2 PEDESTAL DIORAMAS	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
DE1-04	2 PEDESTAL DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-05	2 MINI-SPECTACULARS	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
DE1-06	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
DE1-07	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
DE1-08	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
DE1-09	PHONE CENTER	T	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	The ultra-compact kiosk / 42" portrait LCD with a direct dial phone system	Interactive touch screens content with direct dial phones	Meridian DSC3 Pre-Fabricated Kiosk , #4 Brushed Stainless Steel Finish / Header Design: 3/4 cabinet grade plywood / Alum covered with p-lam all sides / Finish: Brushed Alumasteel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
DE1-10	SPECTACULAR	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-11	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-12	DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-13	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-14	PHONE CENTER	T	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	The ultra-compact kiosk / 42" portrait LCD with a direct dial phone system	Interactive touch screens content with direct dial phones	Meridian DSC3 Pre-Fabricated Kiosk , #4 Brushed Stainless Steel Finish / Header Design: 3/4 cabinet grade plywood / Alum covered with p-lam all sides / Finish: Brushed Alumasteel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
DE1-15	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-16	2 DIORAMAS - 1 SPEC	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-17	2-SIDED BAG DIORAMA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue): 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
DE1-18	NA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue): 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
DE1-19	NA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue): 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
DE1-20	2-SIDED BAG DIORAMA	T	DECK MOUNT DBL-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue): 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
DE1-21	2-SIDED BAG DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-22	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-23	PEDESTAL DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-24	2 PEDESTAL DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-25	2 PEDESTAL DIORAMAS	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
DE1-26	3 PEDESTAL DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE1-27	3 PEDESTAL DIORAMAS	S	POST MOUNT 7X11 LED TFD	Custom constructed themed post system with central mounted large format rear-LED Lit TFD display	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
DE1-28	NA	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	In-fill space with 2x4 metal studs and install drywall, drywall surface shall be flush with existing wall surface. Extruded aluminum frame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	
DE1-29	NA	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	In-fill space with 2x4 metal studs and install drywall, drywall surface shall be flush with existing wall surface. Extruded aluminum frame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	
DE1-30	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
DE1-31	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
DE1-32	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
DE1-33	NA	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
DE1-34	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
DE1-35	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
EQUIPMENT PLAN : SECOND LEVEL TERMINAL D & E								
DE2-01	MONSTER MEDIA	T	LOCATION ENHANCEMENT	2 outer ring surrounds layered to frame out existing interactive video system	Interactive broadcast Quality Video Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: p-lam all sides / Finish: to be specified by PHL	1	NA
DE2-02	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
DE2-03	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
DE2-04	NA	T	POST MOUNT 70" LCD	Custom constructed themed post systems with central mounted Planar commercial-grade 70" LCD display	Interactive broadcast Quality Video Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	Scheduled advertising loop will be published via networked 3G connections
DE2-05	NA	T	POST MOUNT 70" LCD	Custom constructed themed post systems with central mounted Planar commercial-grade 70" LCD display	Interactive broadcast Quality Video Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	1	Scheduled advertising loop will be published via networked 3G connections
DE2-06	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
DE2-07	NA	S	WALL MOUNT 7X11 LED TFD	Large format rear-LED Lit display. Our LED TFD becomes an environmentally friendly sign which now uses 75% less energy than typical industry units as well as lasts 5x longer, reducing maintenance costs and minimizing airport traffic inconvenience.	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum / Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel	1	NA
DE2-08	2 DIORAMAS	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	2	NA
DE2-09	NA	S	WALL MOUNT 7X11 LED TFD	Large format rear-LED Lit display. Our LED TFD becomes an environmentally friendly sign which now uses 75% less energy than typical industry units as well as lasts 5x longer, reducing maintenance costs and minimizing airport traffic inconvenience.	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum / Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel	1	NA
DE2-10	1 DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-11	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-12	FREE-CHARGE STATION	S	(2) FREE-CHARGE MOUNT LED DIORAMAS	Retro-fit 5' LED edgelit static panels into pre-built amenities station backdrop where current TFD banner currently resides	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness / Backer panel: Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel / or to be specified by PHL	2	NA
DE2-13	FREE-CHARGE STATION	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-14	PEDESTAL DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-15	FREE-CHARGE STATION	S	NEW FREE-CHARGE STATION W/ (2) FREE-CHARGE MOUNT LED DIORAMAS	New amenities station to match newly installed centers throughout terminal: includes 5' LED edgelit static panels on backdrop	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness / Backer panel: Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel / or to be specified by PHL	1	NA
DE2-16	PEDESTAL DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-17	PEDESTAL DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-18	PEDESTAL DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-19	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-20	PEDESTAL DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
DE2-21	NA	S	WALL MOUNT 7X11 LED TFD	Large format rear-LED Lit display. Our LED TFD becomes an environmentally friendly sign which now uses 75% less energy than typical industry units as well as lasts 5x longer, reducing maintenance costs and minimizing airport traffic inconvenience.	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum / Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel	2	NA
DE2-22	N/A	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	2	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
DE2-23	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
DE2-24	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
DE2-25	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
DE2-26	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
DE2-27	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
DE2-28	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
DE2-29	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
DE2-30	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
EQUIPMENT PLAN : TERMINAL F								
F1-01	4 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
F1-02	2 DIORAMAS	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	NA
F1-03	DIORAMA	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	NA
F1-04	2 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
F1-05	2 DIORAMAS	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	2	NA
F1-06	2 DIORAMAS	S	WALL MOUNT 7X11 LED TFD	Large format rear-LED Lit display. Our LED TFD becomes an environmentally friendly sign which now uses 75% less energy than typical industry units as well as lasts 5x longer, reducing maintenance costs and minimizing airport traffic inconvenience.	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum / Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel	1	NA
F1-07	DIORAMA	S	WALL MOUNT LED DIORAMA	Wall mounted 5' LED edgelit static panel	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness	1	NA
F1-08	3 DIORAMAS	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
F1-09	FREE-CHARGE STATION	S	(2) FREE-CHARGE MOUNT LED DIORAMAS	Retro-fit 5' LED edgelit static panels into pre-built amenities station backdrop where current TFD banner currently resides	Backlit display print (duratran)	Extruded aluminum fame construction; modern light-emitting diode (LED) diorama offers multiple levels of brightness / Backer panel: Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel / or to be specified by PHL	2	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
F1-10	3 DIORAMAS	S	WALL MOUNT 7X11 LED TFD	Large format rear-LED Lit display. Our LED TFD becomes an environmentally friendly sign which now uses 75% less energy than typical industry units as well as lasts 5x longer, reducing maintenance costs and minimizing airport traffic inconvenience.	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum / Sub-Structure Construction: 3/4 cabinet grade plywood / Finish: Brushed Alumasteel	1	NA
F1-11	DIORAMA	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
F1-12	4 DIORAMAS	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
F1-13	4 DIORAMAS ON MEZZANINE	S	REMOVE/RESTORE ONLY	NA	NA	NA	1	NA
F1-14	NA	T	DECK MOUNT SINGLE-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue); 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
F1-15	NA	T	DECK MOUNT SINGLE-SIDED 70" LCD	Planar commercial-grade 70" LCD display	Broadcast Quality Video and Static Imagery	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube / Finish: Alum covered with p-lam all sides / Finish: Brushed Alumasteel (blue); 3/4 PMS #2768 panel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
F1-16	NA	T	VIC (2) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	The ultra-compact kiosk / 42" portrait LCD with a direct dial phone system	Interactive touch screens content with direct dial phones	Meridian DSC3 Pre-Fabricated Kiosk , #4 Brushed Stainless Steel Finish / Header Design: 3/4 cabinet grade plywood / Alum covered with p-lam all sides / Finish: Brushed Alumasteel / or to be specified by PHL	1	Scheduled advertising loop will be published via networked 3G connections
F1-17	NA	S	POST MOUNT LED DIORAMA	Custom constructed themed post systems with central mounted 5' LED edgelit static panel	Backlit display print (duratran)	Sub-Structure Construction: 3/4 cabinet grade plywood / Support structure Construction: Alum Tube Base / Finish: Brushed Alumasteel	2	NA
F1-18	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
F1-19	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections
F1-20	FID BANK	T	FID INTEGRATION	Advertising content incorporated into existing flight information displays (FID)	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published via networked 3G connections

EQUIPMENT PLAN : OPTIONAL/ALTERNATIVE PLAN

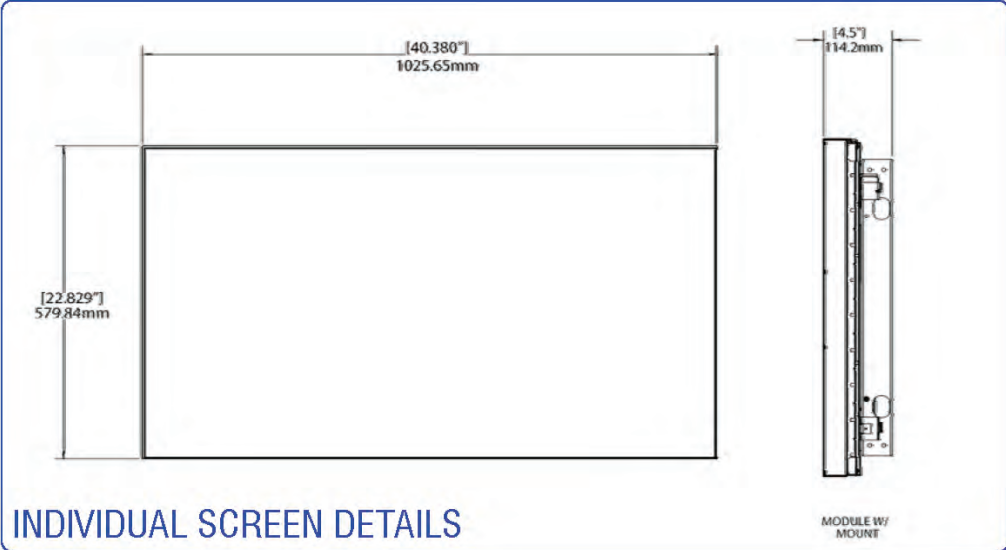
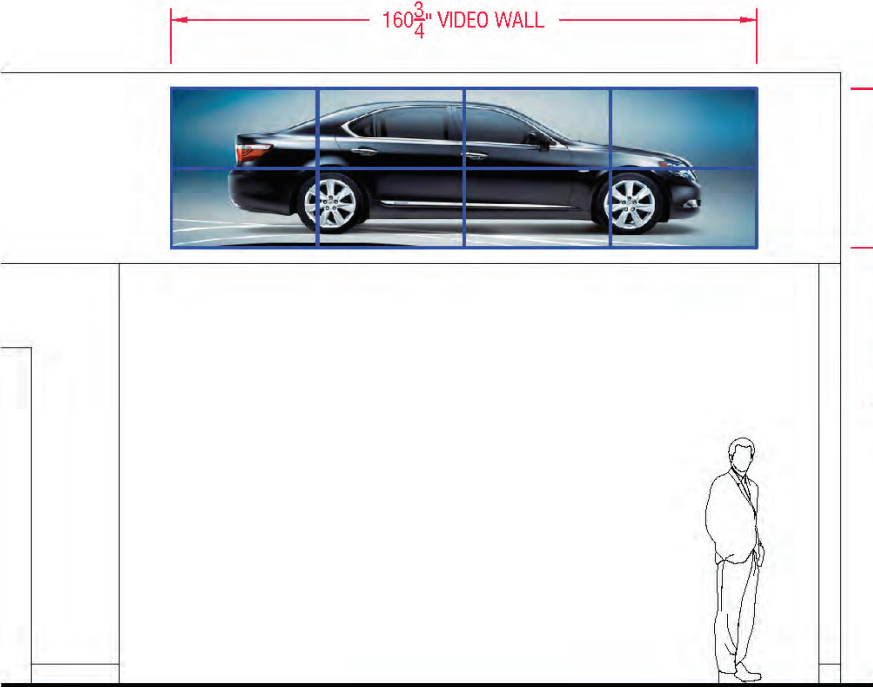
Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
OPT-01	NA	S	BAG CAROUSEL WRAPS	Interior pressure-activated bag carousel specific graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	14	NA
OPT-02	NA	S	COLUMN WRAPS	Interior pressure-activated wall graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	4	NA
OPT-03	NA	S	COLUMN WRAPS	Interior pressure-activated wall graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	4	NA
OPT-04	NA	S	COLUMN WRAPS	Interior pressure-activated wall graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	6	NA
OPT-05	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
OPT-06	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
OPT-07	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
OPT-08	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
OPT-09	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
OPT-10	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
OPT-11	NA	S	CUSTOM DEVELOPMENT	Client experiential development space	Client to determine	T.B.D.	1	NA
OPT-12	NA	T	DIGITAL DEVELOPMENT	Custom development areas integrated with both static and dynamic digital elements	Interactive broadcast Quality Video Imagery	T.B.D.	1	Scheduled advertising loop will be published via networked 3G connections
OPT-13	NA	T	DIGITAL DEVELOPMENT	Custom development areas integrated with both static and dynamic digital elements	Interactive broadcast Quality Video Imagery	T.B.D.	1	Scheduled advertising loop will be published via networked 3G connections
OPT-14	NA	S	EXHIBIT SPACE	Floor exhibits offer a unique and interactive environment for airline passengers to learn about products and are therefore often very desirable by certain advertisers.	Trade Show Quality floor exhibit booth area located into a pre-determined square footage area.	T.B.D.	1	NA
OPT-15	NA	S	EXHIBIT SPACE	Floor exhibits offer a unique and interactive environment for airline passengers to learn about products and are therefore often very desirable by certain advertisers.	Trade Show Quality floor exhibit booth area located into a pre-determined square footage area.	T.B.D.	1	NA
OPT-16	NA	S	EXHIBIT SPACE	Floor exhibits offer a unique and interactive environment for airline passengers to learn about products and are therefore often very desirable by certain advertisers.	Trade Show Quality floor exhibit booth area located into a pre-determined square footage area.	T.B.D.	1	NA
OPT-17	NA	S	EXHIBIT SPACE	Floor exhibits offer a unique and interactive environment for airline passengers to learn about products and are therefore often very desirable by certain advertisers.	Trade Show Quality floor exhibit booth area located into a pre-determined square footage area.	T.B.D.	1	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
OPT-18	NA	S	EXPERIENTIAL AMBIENT SPACE	Dynamic floor exhibit area dedicated to interactivity and involvement of passengers.	Trade show quality interactive exhibit area located into a pre-determined square footage area.	T.B.D.	1	NA
OPT-19	NA	S	TENSION FABRIC DISPLAY ON SOFFIT (8X10)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
OPT-20	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	6	NA
OPT-21	NA	S	SINGLE-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
OPT-22	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
OPT-23	NA	S	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
OPT-24	NA	S	SINGLE-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	Tension Fabric System (TFD) is a revolutionary graphic display system designed to securely hold printed fabric images	TFD media is fabricated from synthetic materials which stretch in all directions and then pressed into the extrusion	The support structure frame system is constructed from light weight extruded aluminum	1	NA
OPT-25	NA	S	WINDOW CLINGS	Interior pressure-activated glass adhesive graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	1	NA
OPT-26	NA	S	WINDOW CLINGS	Interior pressure-activated glass adhesive graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	1	NA
OPT-27	NA	S	WINDOW CLINGS	Interior pressure-activated glass adhesive graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	1	NA
OPT-28	NA	S	WINDOW CLINGS	Interior pressure-activated glass adhesive graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	1	NA
OPT-29	NA	S	WINDOW CLINGS	Interior pressure-activated glass adhesive graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	1	NA
OPT-30	NA	S	WINDOW CLINGS	Interior pressure-activated glass adhesive graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	1	NA
OPT-31	NA	S	WALL WRAPS	Interior pressure-activated wall graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	1	NA
OPT-32	NA	S	WALL WRAPS	Interior pressure-activated wall graphic	High-definition adhesive display graphic	2 mil, opaque film graphic using selected piezo ink jet printers	1	NA
EQUIPMENT PLAN: OPTIONAL/ALTERNATIVE PLAN (AMI)								
OPT-33	NA	O	AMI SPONSORSHIP AND EXPERIENTIAL MARKETING	See AMI section write-up for product details and spec outlines	Client to determine	T.B.D.	1	NA

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
EQUIPMENT PLAN: OPTIONAL/ALTERNATIVE PLAN (JETWAYS)								
OPT-34	NA	S	INTERIOR AND EXTERIOR JETBRIDGE WRAPS	Interior / Exterior pressure-activated wall graphic	High-definition adhesive display graphic	"4 mil, opaque film graphic using selected piezo ink jet printers	110	NA
EQUIPMENT PLAN: OPTIONAL/ALTERNATIVE PLAN (MIRRUS)								
OPT-35	NA	T	DIGITAL RESTROOM MIRROR	40" Digital display that plays full HD video and/or HD still images.	Broadcast Quality Video and Static Imagery	T.B.D.	20	Scheduled advertising loop will be published via networked 3G connections
OPT-36	NA	T	DIGITAL RESTROOM MIRROR	40" Digital display that plays full HD video and/or HD still images.	Broadcast Quality Video and Static Imagery	T.B.D.	20	Scheduled advertising loop will be published via networked 3G connections
OPT-37	NA	T	DIGITAL RESTROOM MIRROR	40" Digital display that plays full HD video and/or HD still images.	Broadcast Quality Video and Static Imagery	T.B.D.	30	Scheduled advertising loop will be published via networked 3G connections
OPT-38	NA	T	DIGITAL RESTROOM MIRROR	40" Digital display that plays full HD video and/or HD still images.	Broadcast Quality Video and Static Imagery	T.B.D.	30	Scheduled advertising loop will be published via networked 3G connections
EQUIPMENT PLAN: OPTIONAL/ALTERNATIVE PLAN (AIRPORT WEBSITE ADVERTISING/SPONSORSHIP)								
OPT-39	NA	T	AIRPORT WEBSITE ADVERTISING / SPONSORSHIP	Digital integration into airports web based internet. Advertising based sponsorship components.	Broadcast Quality Video and Static Imagery	NA	1	Scheduled advertising loop will be published to airport website

[illegible]

Map Identifier	Old Fixture Type	S/T	New Fixture Type	Design Description	Display Content Type	Color / Build Materials / Finish Schedule	Qty	Network Programming Service Plan
NW-40	E x i s t i n g B r o a d c a s t Monitor	T	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	Ceiling Panel Mounted LCD	Broadcast Quality Video	Display: 46" Samsung LCD Panel / Chief Ceiling Mount	1	Scheduled Video Feed can run on existing broadcast video network
NW-41	NA	T	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	Ceiling Panel Mounted LCD	Broadcast Quality Video	Display: 46" Samsung LCD Panel / Chief Ceiling Mount	1	Scheduled Video Feed can run on existing broadcast video network
NW-42	NA	T	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	Ceiling Panel Mounted LCD	Broadcast Quality Video	Display: 46" Samsung LCD Panel / Chief Ceiling Mount	1	Scheduled Video Feed can run on existing broadcast video network
NW-43	NA	T	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	Ceiling Panel Mounted LCD	Broadcast Quality Video	Display: 46" Samsung LCD Panel / Chief Ceiling Mount	1	Scheduled Video Feed can run on existing broadcast video network
NW-44	NA	T	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	Ceiling Panel Mounted LCD	Broadcast Quality Video	Display: 46" Samsung LCD Panel / Chief Ceiling Mount	1	Scheduled Video Feed can run on existing broadcast video network
NW-45	NA	T	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	Ceiling Panel Mounted LCD	Broadcast Quality Video	Display: 46" Samsung LCD Panel / Chief Ceiling Mount	1	Scheduled Video Feed can run on existing broadcast video network
NW-46	NA	T	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	Ceiling Panel Mounted LCD	Broadcast Quality Video	Display: 46" Samsung LCD Panel / Chief Ceiling Mount	1	Scheduled Video Feed can run on existing broadcast video network



MAP IDENTIFIER



ORIENTATION PICTURE



CONCEPT RENDERING



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MARKET: PHILADELPHIA INTERNATIONAL AIRPORT

ADVERTISING PROGRAM PRELIMINARY SUBMITTAL

PROJECT:

LOCATION 13

PLANAR

CLARITY MATRIX
LCD Video Wall System



CLARITY MATRIX
LCD Video Wall System

For control room and public venue video wall customers who need a thin profile LCD video wall and uninterrupted operation, Clarity™ Matrix LCD Video Wall System is the ultra-narrow bezel LCD video wall family that provides outstanding tiled visual performance, supports 24x7 operation and requires minimal installation space.

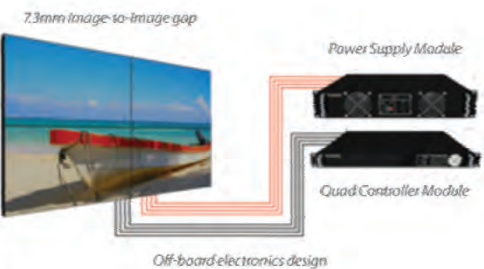
Unlike other LCD video walls, Clarity Matrix combines an ultra-thin profile and unique tiling optimization features in an integrated, mission-critical system design. Clarity Matrix utilizes commercial-grade 46" LCD panels with breakthrough narrow-bezel characteristics resulting in just a 7.3mm pixel-to-pixel gap between images on adjacent panels in the video wall.

The Clarity Matrix LCD Video Wall System makes the most of LCD technology's slim profile and vibrant visual performance while easing the difficulties in achieving perfect alignment, optimal cooling, simplified service and extended operation.

UNIQUE ARCHITECTURE &
BENEFITS BY DESIGN

The Clarity Matrix Video Wall System was architected and developed by video wall industry experts in a way that specifically addresses the challenges faced by all video wall installations: mounting and alignment, reliability and extended operation, service and maintenance access and simple, effective image processing and management.

At the heart of the Clarity Matrix architecture is a distributed design that takes heat, complexity and unreliability out from behind the LCD panel and replaces it with a centrally located, easily accessible and highly reliable rack-mounted system. The key components of the Clarity Matrix Video Wall System include the following.



- Choice of Clarity Matrix LCD Modules for high ambient light environments (Clarity Matrix MX) or lower power consumption (Clarity Matrix LX).
- Clarity Matrix EasyAxis mounting system simplifies the task of installing and perfectly aligning the LCD Modules while allowing for efficient in-wall service.
- Clarity Matrix Quad Controller Module and Power Supply Module drive the wall and facilitate uninterrupted operation.
- Clarity Matrix configuration, management and processing software makes set-up and management of the wall easier and accommodates a range of image processing solutions.
- One price, one complete video wall system.

UNCOMPROMISING IMAGE QUALITY

EasyAxis™ Mounting System

The Clarity Matrix Video Wall System includes the EasyAxis mounting system. The EasyAxis mounting system is designed to be attached to a wall, used with optional free-standing bases or secured overhead in a flying configuration. The single mount supports all these configurations. When used in wall-mount configuration, horizontal and vertical connection brackets ensure that each mount is perfectly spaced from its neighbor in the video wall. The mount system also incorporates a service mode to accommodate front and rear in-wall repair of any LCD module in the video wall.

EasyAxis mounts are designed to facilitate the thinnest profile LCD video wall in the market. The combination of the mount plus the Matrix LCD Modules "blade" design result in video walls that measure a mere 4.5 inches in depth, screen-to-wall, as opposed to other designs that require 60% more clearance.

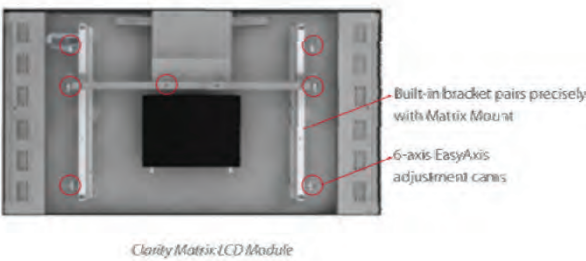


Precise Panel Alignment

The Matrix LCD modules incorporate a single simple interface board designed to distribute off-board power, video and control signals to the LCD panel keeping depth, weight, heat and points of potential failure to an unprecedented minimum. The LCD blade-style module incorporates a bracket that is perfectly paired with the EasyAxis mount. The LCD module includes EasyAxis adjustment cams that facilitate precise 6-axis alignment ensuring uniform, minimized image-to-image gap.

The lighter design of the Clarity Matrix LCD module means that handling, installation, alignment and service are all easier to accomplish.

- 6-axis easy adjustment cams
- Lighter weight
- Fewer points of failure
- Reduced heat load
- Perfectly quiet



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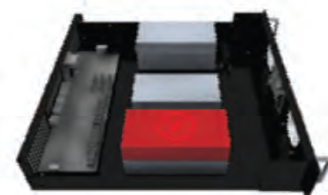
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ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 13
SPEC SHEET (1)



Clarity Matrix Service Mode for in-wall service



n+1 Redundant Power Supply

24x7 OPERATION & SIMPLIFIED MAINTENANCE

The unique Clarity Matrix architecture provides for 24x7 operation with optimized thermal design, high-MTBF components and redundant power supply option. Because of the streamlined design of the Matrix LCD modules, fewer repairs are required at the panel itself. When the panels do need to be accessed or removed, this can be accomplished without removing other panels in the wall. Starting at the top of the wall, panels can be pulled up and out into Service Mode, allowing the panel below to be accessed.

Within each panel, the simple interface board can be disconnected and replaced using thumbscrews with access from either the front or the back of the wall. Panels can also be completely removed and replaced very quickly. Because of their streamlined design, they weigh less than typical LCD displays, are more easily handled, and produce no noise.

Redundant Power Supply

The rack-mount video processing and power supply units each support 4 LCD modules, incorporate their own cooling and make configuration, maintenance and upgrades easily accessible and unobtrusive to the video wall itself.

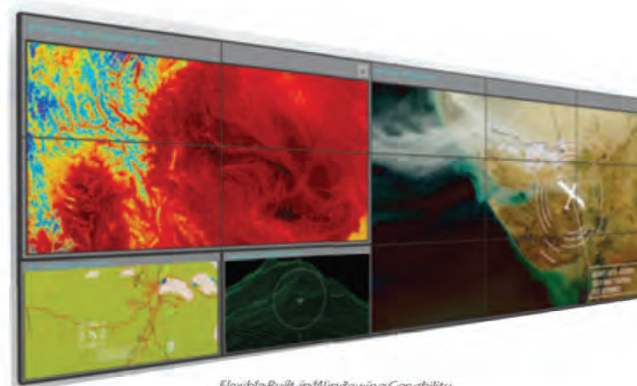
For even further reliability, the Matrix power supply unit includes an n+1 redundant design so if any one power supply in the unit fails, the remaining 4 will continue to power 4 LCD's with uninterrupted operation.

FLEXIBLE VIDEO PROCESSING

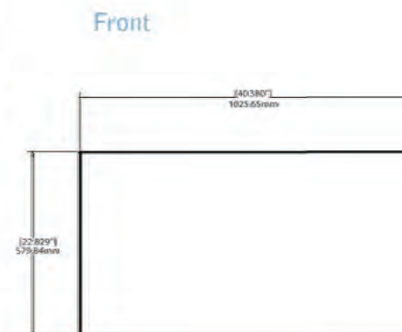
Once the Clarity Matrix LCD Video Wall is cabled together, a start-up utility allows the LCD modules to automatically discover their position in the wall and display the position within the wall on the front of the panel itself. This discovery process greatly reduces the complexity of configuration and is designed to be highly flexible in terms of physical cabling schemes.

LCD module control can be accomplished via IR and on-screen menu or via RS-232 or LAN control software.

The video wall supports Planar's Big Picture Plus built-in processing which can scale a source across the entire video wall or any section chosen by the operator. For more complex configurations, the video wall can be driven by Planar's Indisys™ image processing solution or any leading image processor or digital signage software solution.



Flexible Built-in Windowing Capability



Side



MODULE W/O MOUNT



MODULE W/ MOUNT

MODEL	Clarity Matrix MX	Clarity Matrix LX
Brightness (maximum)	700 nits	450 nits
Contrast ratio (full field typical)	3000:1	3000:1
Uniformity	>75%	>75%
Power consumption	Max. 350 watts	Max. 290 watts
Heat load (maximum backlight)	938 BTU/hr	698 BTU/hr

CLARITY MATRIX LCD VIDEO WALL SYSTEM SPECIFICATIONS*

LCD PANEL

Diagonal Size	46"
Resolution	1366 x 768
Aspect ratio (W:H)	16:9
Technology	Commercial-grade direct view LCD
Screen dimensions (active area)	
Diagonal	46"
Width by height (inch/mm)	40.1" x 22.57/1018.3mm x 572.5mm (active)
Cabinet dimensions (inch/mm)	
Width by height	40.4" x 22.87/1025.7mm x 579.8mm (module)
Installed depth with mount	4.57/114.2mm
Display module depth without mount	4.14/105mm
Weight	48 lbs.
Tiled image-to-image gap (minimum)	7.3 mm
Response time (typical)	8ms
Full viewing angle	178°
Colors	16.7 million
Color gamut	72% NTSC, 100% EBU
Backlight type	CCFL
Backlight life (1/2 brightness)	50,000 Hrs.
Mounted depth	4.5" wall to front of screen
Acoustic noise	Fanless operation
Operating temperature range	5°-35°C
Operating humidity range	20-90% RH non-condensing
Backlight control	Individual and wall control
Backlight sensing and reporting	At display level
Display module position sensing	Auto-sensing integrated

POWER SUPPLY MODULE

Type	2U rack mount unit powers up to 4 panels
Redundancy	n+1 redundant power supplies (optional)
Line voltage	100-264 Volts AC, 50/60Hz autoswitching
Power status	Diagnostics LEDs, health monitoring and alerts
Power circuit	20A/115V or 10A/240V circuit per module
Maximum distance from LCD	200ft/60m max. backlight

QUAD CONTROLLER MODULE

Type	1U rack mount controller drives up to 4 panels
Inputs	4 single link DVI with HDCP Dual link DVI in and out
Image scaling	Clarity Big Picture Plus - 32 x 32 maximum
Multimedia compensation	Integrated
Control	Clarity WallNet™ (LAN) (optional) RS-232 IR remote control
Frame lock	49-64 Hz
Controller status	Diagnostic LEDs, health monitoring and alerts
Maximum distance from LCD	125ft/38m standard 500ft/150m with extenders

MOUNTING

Clarity Matrix mount	1 per display included
Curved wall brackets	Optional
Floor standing mount bases	Optional
In-wall service	Front and rear
Matrix display module position adjustment	6-axis integrated
Weight	14 lbs.

SAFETY REGULATIONS

	Complies with EN60950, FCC Class A, CISPR22/85, CE, EU RoHS
--	---

*Specifications are subject to change.

PLANAR

When image experience matters.

Planar Systems, Inc.
1195 NW Compton Drive
Beaverton, OR 97006-1992, USA
Toll Free +1-866-475-2627
www.planar.com

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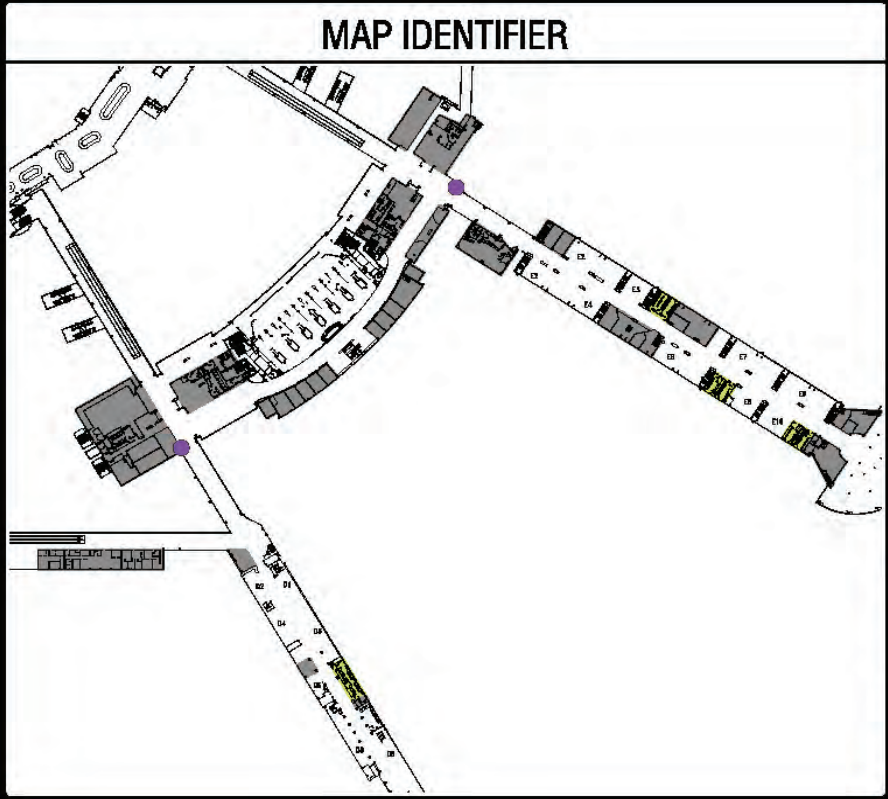
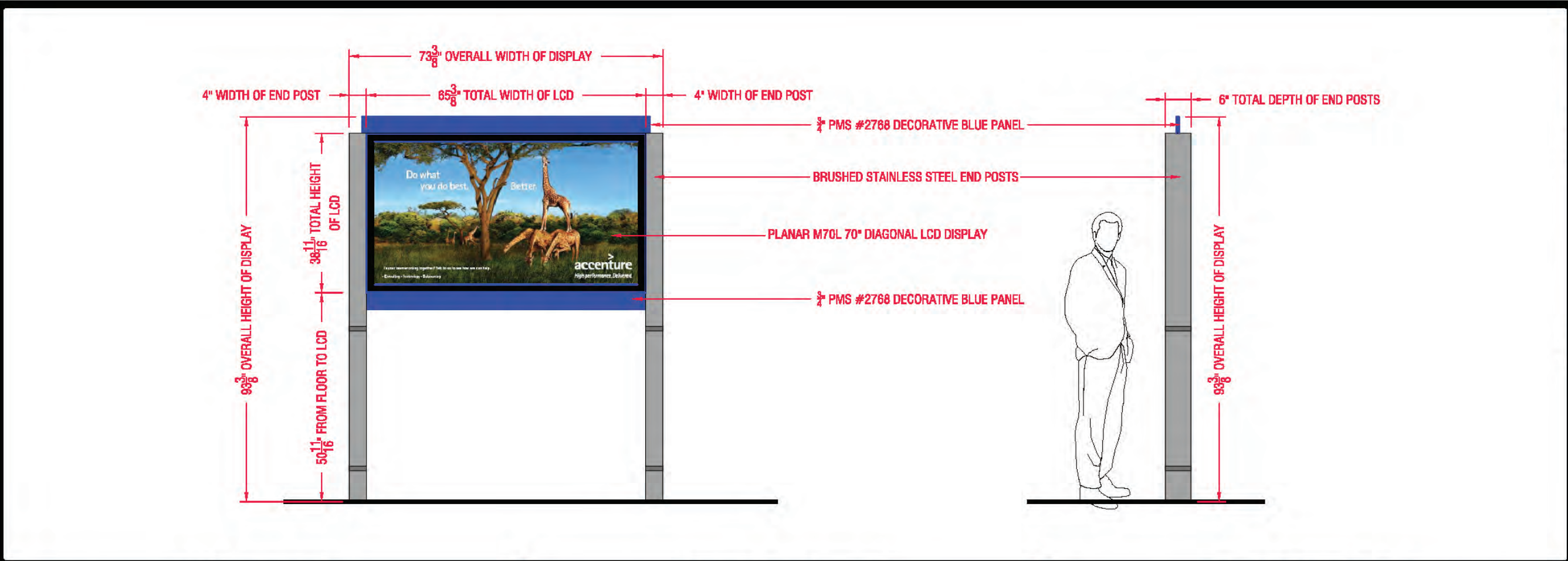
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PROJECT:

LOCATION 13

SPEC SHEET (2)



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LOCATION 17



PLANAR m70L

The Planar m70L is a commercial-grade 70" LCD display featuring full high definition for control room and signage applications. The m70L combines a customer-centric suite of features and high reliability into a display solution that is ideal for mission critical installations



FEATURES

- Life size format
70" diagonal
- Superior resolution
High definition 1080p
178° viewing angle
- Sleek integration
<6" deep and field serviceable
- Long life
50,000 hrs to 1/2 brightness
Ambient light sensor can automatically
adjust backlight
- Integrated tiling capabilities
Integrated Big Picture™
Mullion compensation
- Integrated scheduling
Built in power on/off
Source switching

PLANAR m70L

Display technology	Commercial grade Direct-view LCD
Display resolution	1920 x 1080p
Aspect ratio (W:H)	16:9
Screen dimensions	
Diagonal	70" (177.8 cm)
Width by height	61" x 34.3" (155 cm x 87.2 cm)
Cabinet dimensions (WxDxD)	65.5" x 38.8" x 5.8" (166.4 cm x 98.4 cm x 14.8 cm)
Screen brightness	600 nits
Response time	8ms total typical
Contrast ratio (full field)	1500:1
Full viewing angle	178°
Colors	16.7 million
Color gamut	72% NTSC, 100% EBU
Weight*	160 lbs (72.6kg)
Backlight type	CCFL
Backlight life (1/2 brightness)	50,000 hours
Line voltage	100-120/200-240VAC 50/60Hz (auto switching)
Power consumption	~720 watts
Operating temperature	32-95°F (0-35°C)
Operating humidity	20-80% RH non-condensing
Safety regulations	Complies with EN60950, FCC Class A, CE, EN55022 (CISPR22)
Data input (base model)	Analog VGA (640 x 480) to full HD (1080p) DSUB 15 pin connector DVI-D (with loop through)
Video input (video model)	Composite video (NTSC, PAL, SECAM) RCAx1 Component video (NTSC, PAL, VGA-1080p) RCAx3 S-Video (NTSC, PAL) Mini DIN 4-pin connector SDI (NTSC, PAL, 720, 1080i) BNCx1 (with loop through)
Frame lock	50-65Hz
Display control	RS-232 (with loop out) and IR remote
Mullion width (edge to active area)	49.25mm horizontal, 50mm vertical
Mounting pattern	VESA MIS-E, 600/600
Power management	DPMS (standby, suspend)
Optional accessories	VESA wall mount adapters, table stand
MIP	Supported
Big Picture™	Integrated
WallNet™	Supported

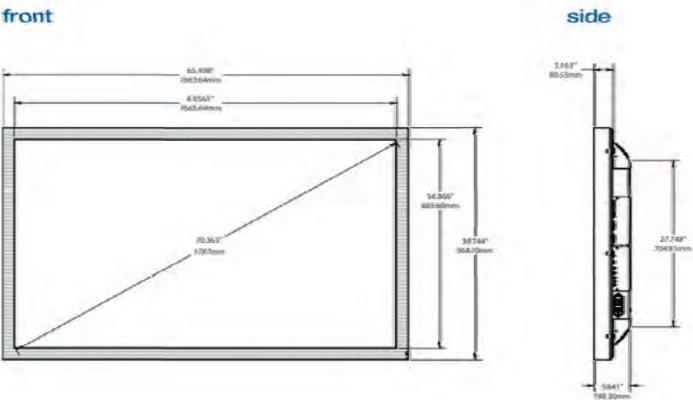
*Optical specifications without protective glass.



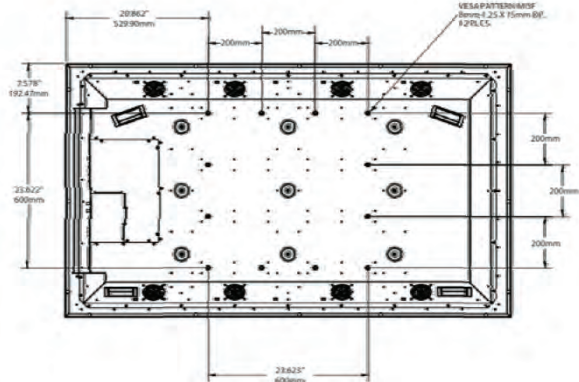
For more information
To learn more about the
Planar m70L by Planar Systems,
call 503-748-1100 or visit
www.planarcontrolroom.com
or www.planardigitalsignage.com.



PLANAR m70L: PRODUCT DIMENSIONS



mounting diagram



Planar Systems, Inc.
1195 NW Compton Drive
Beaverton, OR, 97006-1192, USA
Toll Free +1-866-475-2627
www.planar.com

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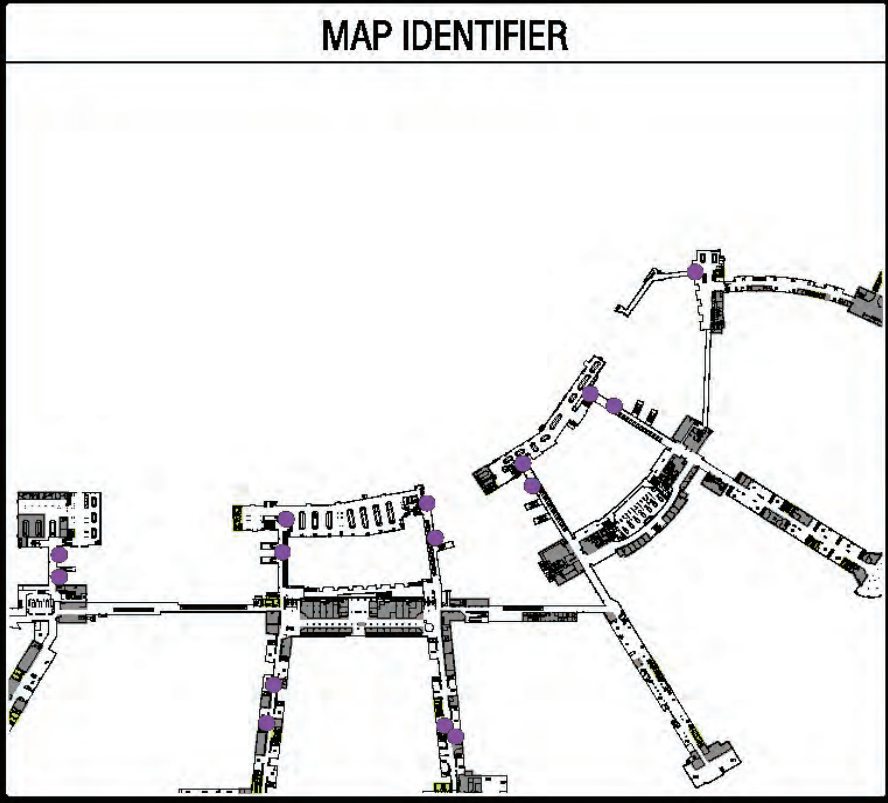
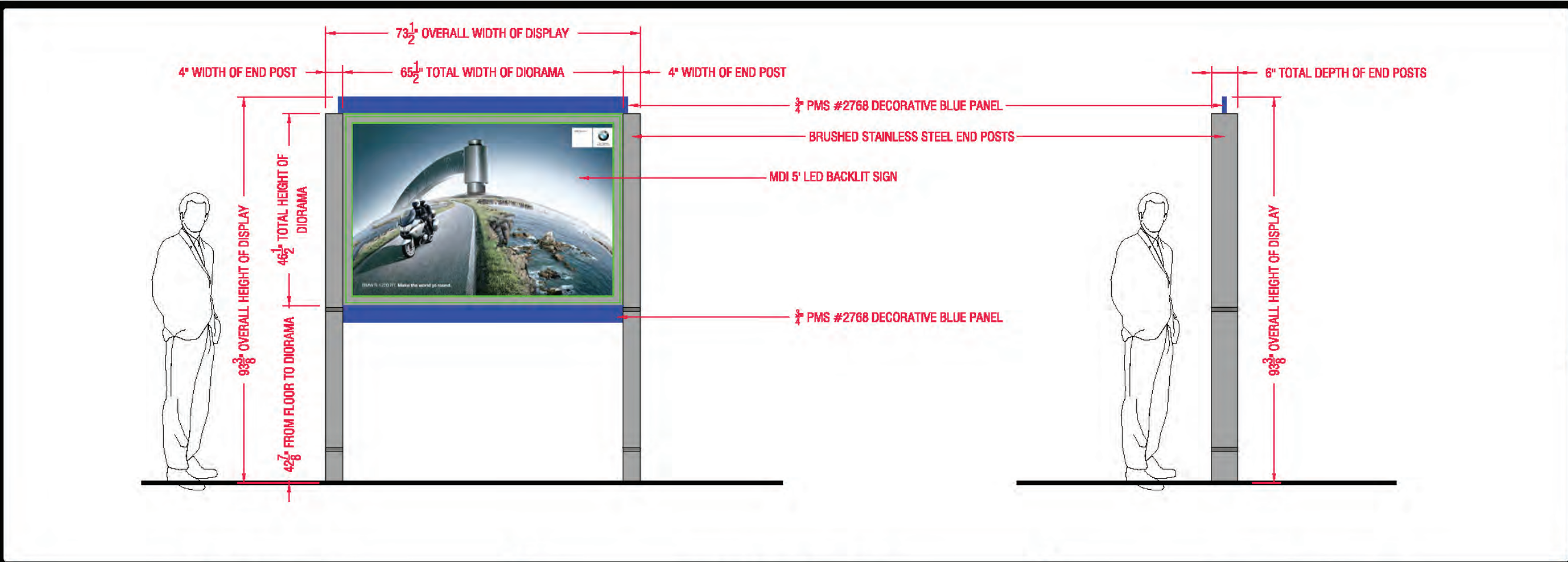
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LOCATION 17
SPEC SHEET

D. Specification Sheets - Airport Advertising Concession Program

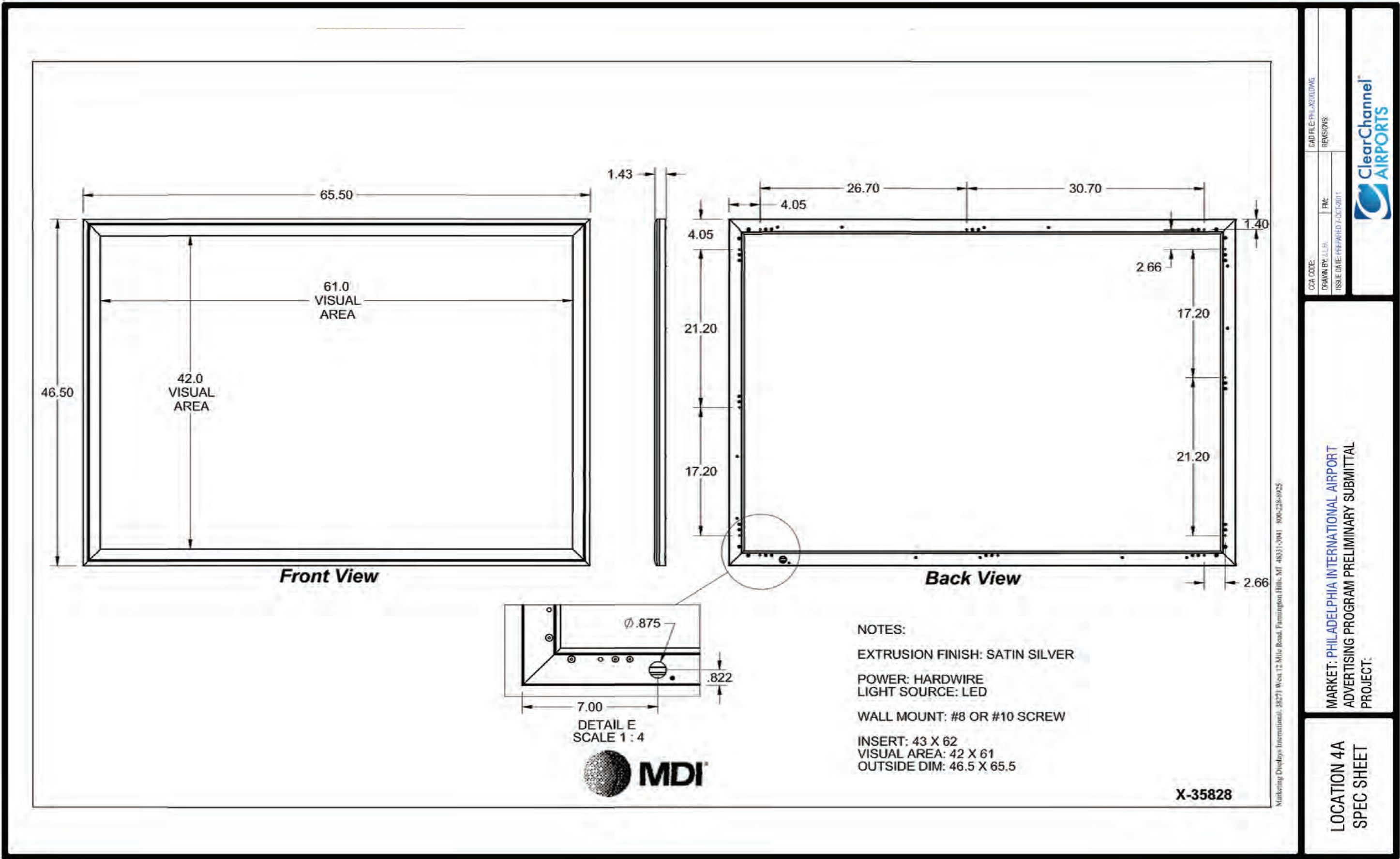


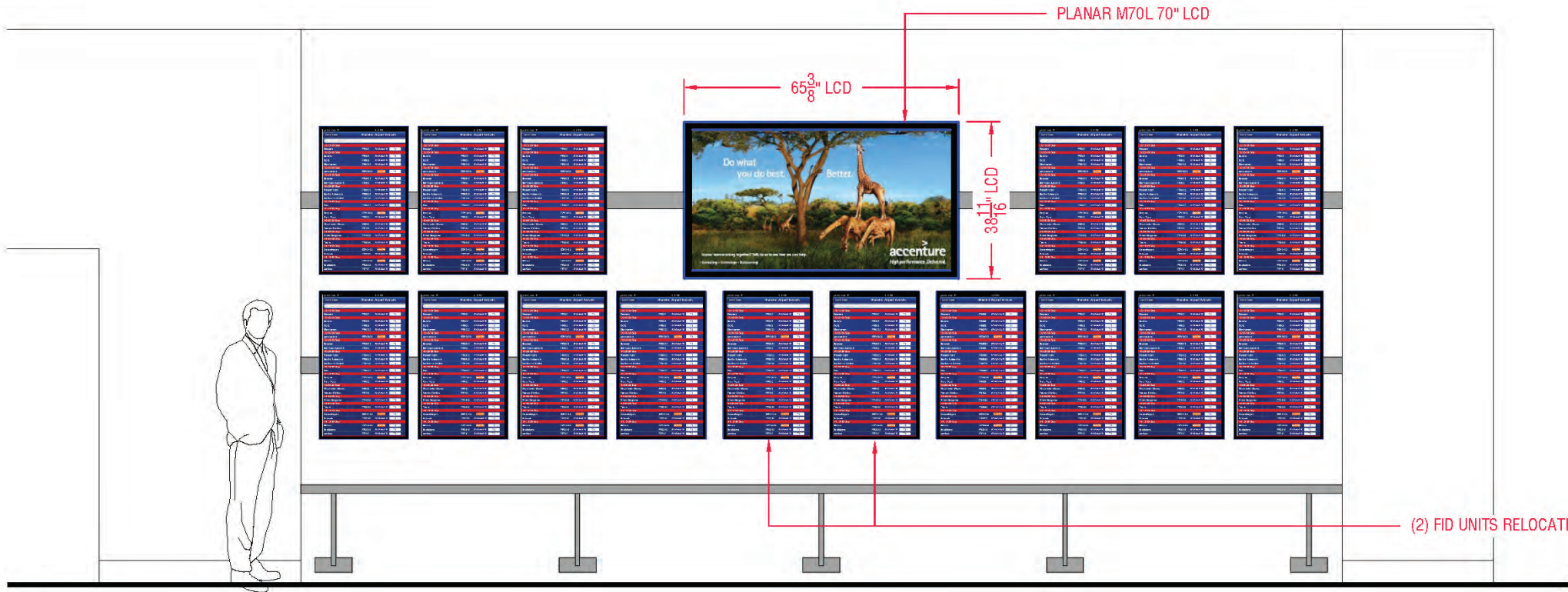
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PLANAR M70L 70" LCD

65 ³/₈" LCD

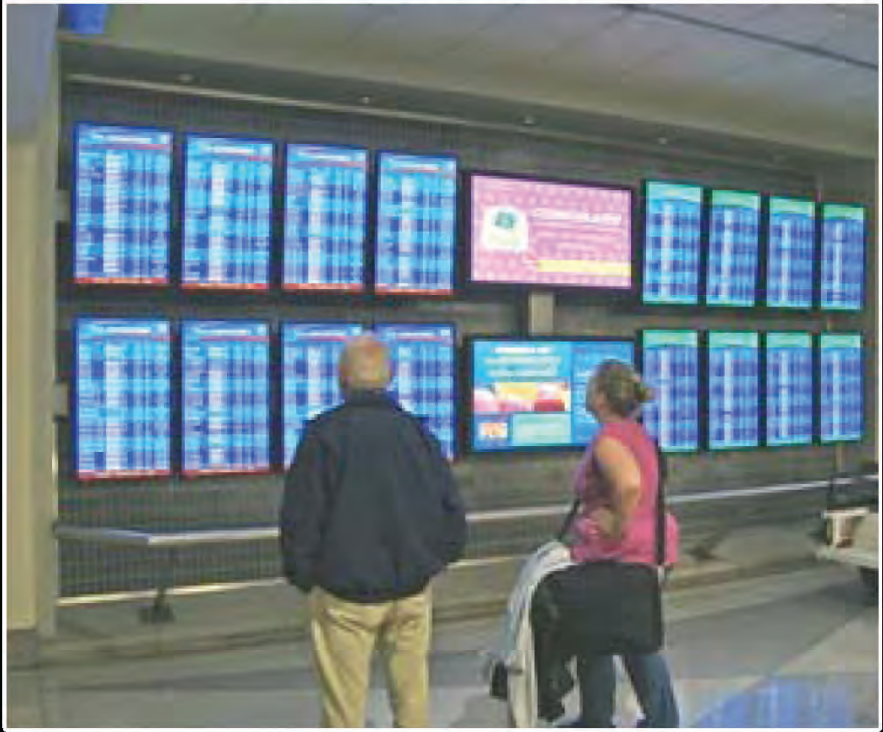
38 ¹¹/₁₆" LCD

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MAP IDENTIFIER



ORIENTATION PICTURE



CONCEPT RENDERING



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ADVERTISING PROGRAM PRELIMINARY SUBMITTAL

PROJECT:

LOCATION 7



PLANAR m70L

The Planar m70L is a commercial-grade 70" LCD display featuring full high definition for control room and signage applications. The m70L combines a customer-centric suite of features and high reliability into a display solution that is ideal for mission critical installations



FEATURES

- Life size format
70" diagonal
- Superior resolution
High definition 1080p
178° viewing angle
- Sleek integration
<6" deep and field serviceable
- Long life
50,000 hrs to 1/2 brightness
Ambient light sensor can automatically
adjust backlight
- Integrated tiling capabilities
Integrated Big Picture™
Mullion compensation
- Integrated scheduling
Built in power on/off
Source switching

PLANAR m70L

Display technology	Commercial grade Direct-view LCD
Display resolution	1920 x 1080p
Aspect ratio (W/H)	16:9
Screen dimensions	
Diagonal	70" (177.8 cm)
Width by height	61" x 34.3" (155 cm x 87.2 cm)
Cabinet dimensions (WxHxD)	65.5" x 38.8" x 5.8" (166.4 cm x 98.4 cm x 14.8 cm)
Screen brightness	600 nits
Response time	8ms total typical
Contrast ratio (full field)	1500:1
Full viewing angle	178°
Colors	16.7 million
Color gamut	72% NTSC, 100% EBU
Weight*	160 lbs (72.6kg)
Backlight type	CCFL
Backlight life (1/2 brightness)	50,000 hours
Line voltage	100-120/200-240VAC 50/60Hz (auto switching)
Power consumption	~720 watts
Operating temperature	32-95°F (0-35°C)
Operating humidity	20-80% RH non-condensing
Safety regulations	Complies with EN60950, FCC Class A, CE, EN55022 (CISPR22)
Data input (base model)	Analog VGA (640 x 480) to full HD (1080p) DSub 15 pin connector DVI-D (with loop through)
Video input (video model)	Composite video (NTSC, PAL, SECAM) RCAx1 Component video (NTSC, PAL, VGA 1080p) RCAx3 S-Video (NTSC, PAL) Mini DIN 4-pin connector SDI (NTSC, PAL, 720, 1080i) BNCx1 (with loop through)
Frame lock	50-65Hz
Display control	RS-232 (with loop out) and IR remote
Mullion width (edge to active area)	49.25mm horizontal, 50mm vertical
Mounting pattern	VESA MIS-F, 600/600
Power management	DPMS (standby, suspend)
Optional accessories	VESA wall mount adapters, table stand
MIP	Supported
Big Picture™	Integrated
WallNet™	Supported

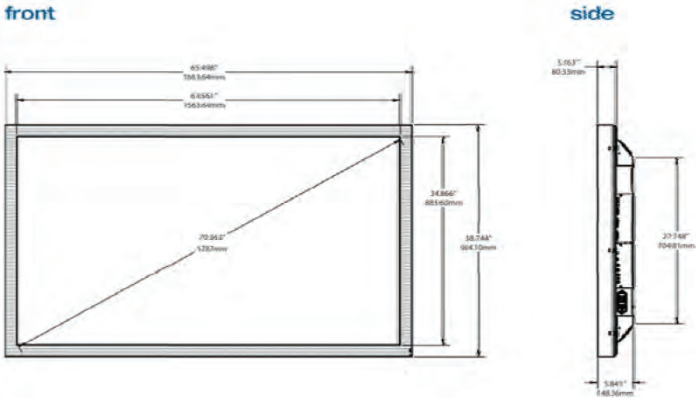
*Optical specifications without protective glass.



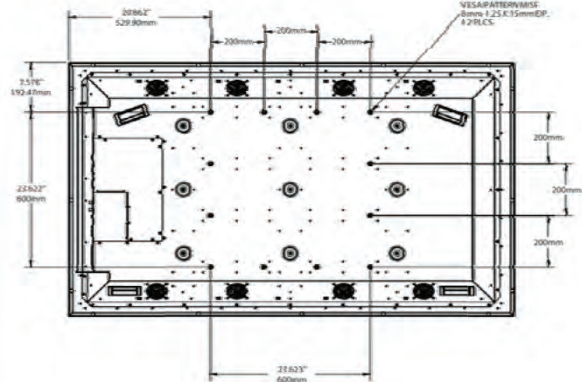
For more information
To learn more about the
Planar m70L by Planar Systems,
call 503-748-1100 or visit
www.planarcontrolroom.com
or www.planardigitalsignage.com.



PLANAR m70L: PRODUCT DIMENSIONS



mounting diagram



Planar Systems, Inc.
1195 NW Compton Drive
Beaverton, OR, 97006-1992, USA
Toll Free +1-866-475-2627
www.planar.com

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REVISIONS

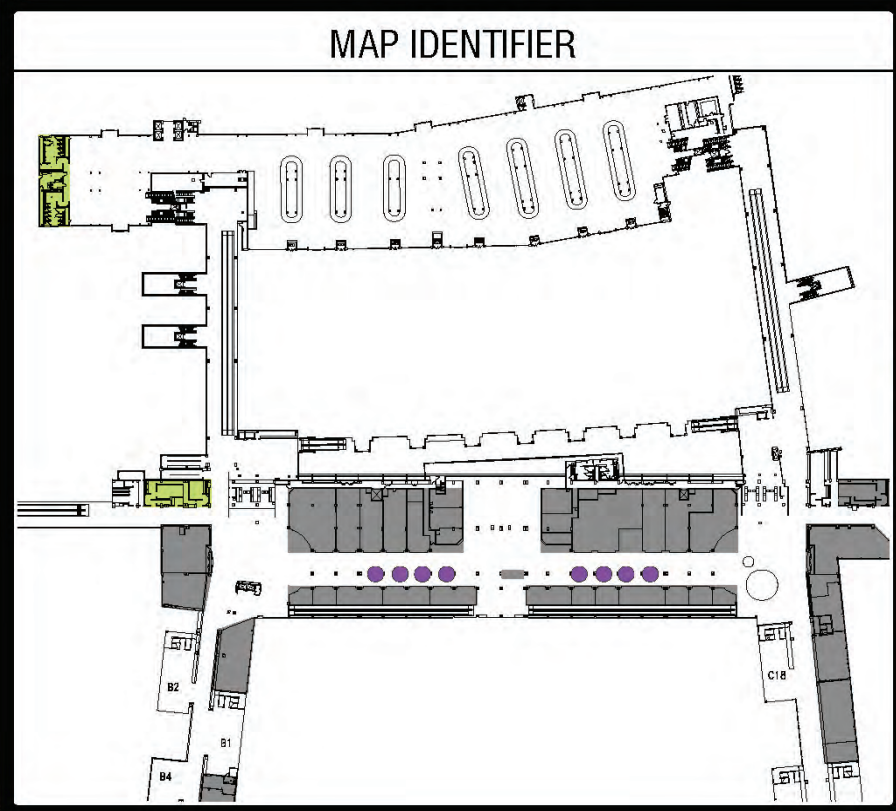
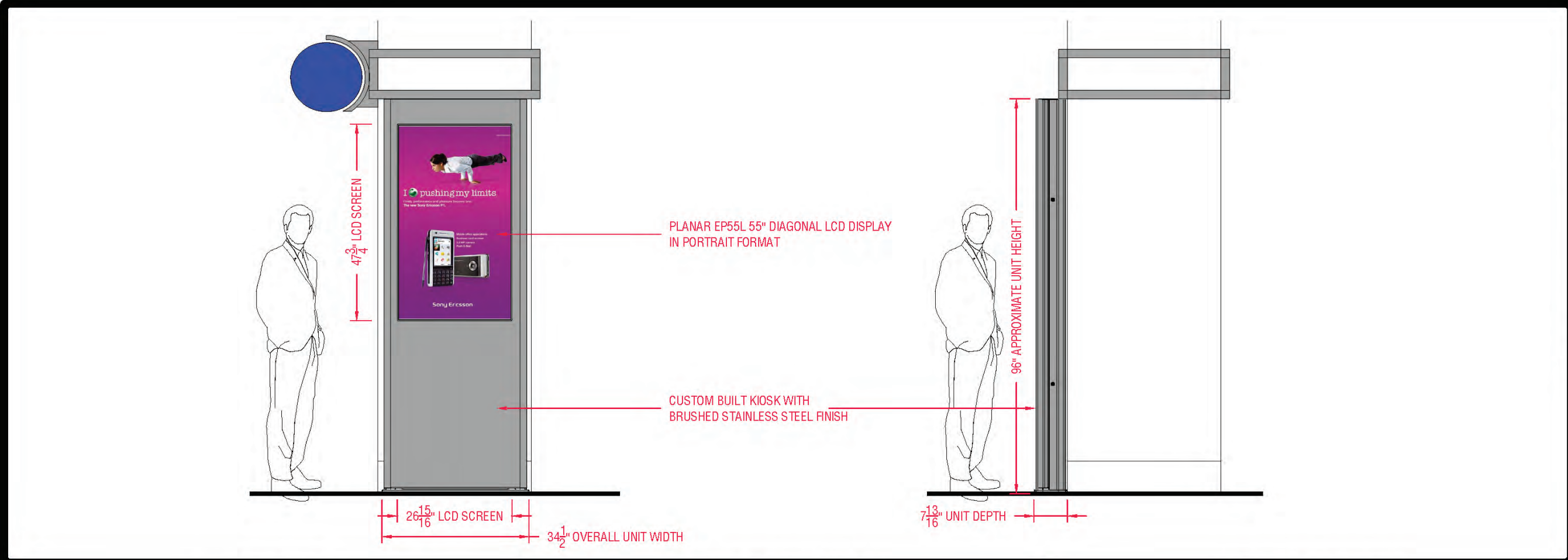
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MARKET: PHILADELPHIA INTERNATIONAL AIRPORT
ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 7
SPEC SHEET



CAD FILE: PHL-X200.DWG	REVISIONS:	PM:	ISSUE DATE: PREPARED 7-OCT-2011
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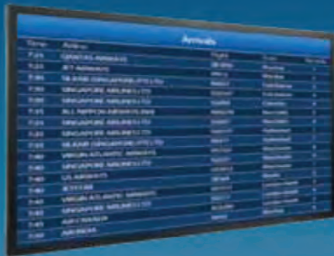
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ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 8



PLANAR ep55L

The Planar ep55L is a 55" professional LCD display using edge-lit LED backlight technology. The Planar ep55L features full HD resolution (1920x1080) in an ultra-thin, lightweight design that provides superior energy efficiency for demanding 24x7 applications. Additional features of the Planar ep55L include ambient light control, industrial metal bezel for durability, wide range of source compatibility and connectivity and a standard VESA mounting pattern. The Planar ep55L's logo-free design supports either portrait or landscape orientation that can be customized to suit any digital signage or control room application.



FEATURES

- Ultra-thin design
Less than 2 inches deep
- Lightweight for easy installation
- Eco-friendly LED technology
Low power, mercury-free
- Superior resolution and image quality
Full HD (1920 x 1080p), 120Hz panel refresh rate
- Rugged and reliable
Built and designed for commercial applications operating up to 24x7
- Customizable bezel options
Optional EP Select™ color & logo applications

PLANAR ep55L	
Display resolution	FHD 1080p (1920 x 1080)
Aspect ratio (W:H)	16:9
Display technology	Edge-lit LED LCD
Screen dimensions	
Diagonal	55" (138.7 cm)
Width by height	47.6"x26.8" (121.0 cm x 68.0 cm)
Cabinet dimensions (WxHxD)	
Standard	49.8"x29.0"x1.8" (126.6 cm x 73.7 cm x 4.6 cm)
SDI	49.8"x29.0"x2.8" (126.6 cm x 73.7 cm x 6.8 cm)
Bezel width	1.0" (2.54 cm)
Screen brightness (max)	450 cd/m2
Response time (typical)	6.5 ms
Frame rate	120Hz
Contrast ratio (full field)	4000:1
Full viewing angle	178°
Color gamut	72% NTSC
Product weight**	64 lbs (29 kg)
Shipment weight**	79 lbs (36 kg)
Backlight type	Edge-lit LED
Line voltage	100-240V; 50/60Hz
Power consumption	226W (Max)
Standby consumption	< 1 W without Ethernet enabled < 3 W with Ethernet enabled
Operating temperature range	5-40°C (41-104°F)
Operating humidity range	20-80% RH non-condensing
Safety regulations	FCC Class A, EN60950, CE
Standard inputs	
VGA x 1	
HDMI x 2	
DVI-D	
Displayport x 1	
Composite video (RCA) x 1	
Component video (RCA) x 1	
S-Video (Mini DIN) x 1	
Optional inputs	
SDI In x 2 / SDI Out	
Audio input	PC Audio In (Jack)
Audio output	R/L Line out (Jack)
Display control	LAN RM5, RS232 In, IR, Keypad (lockable)
Optional accessories	Flat wall mount, tilting wall mount, table stand
Auto brightness control	Ambient light sensor
Enclosure	Metal, Industrial
Orientation	Landscape/portrait
Mounting	400 x 400 mm VESA; 4 holes
Backlight life (1/2 brightness)	50,000 hours
Warranty	3 years Advance Exchange
Bezel color	Black, glossy white or custom

**Weight and dimensions are approximate. Specifications and design are subject to change without notice. This product may be subject to export control regulations.



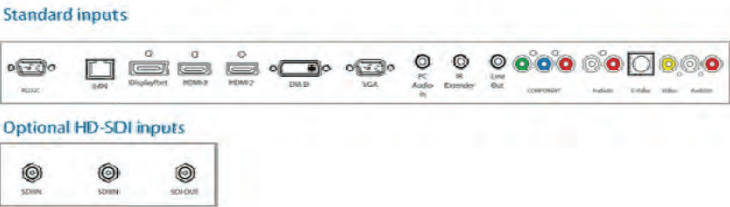
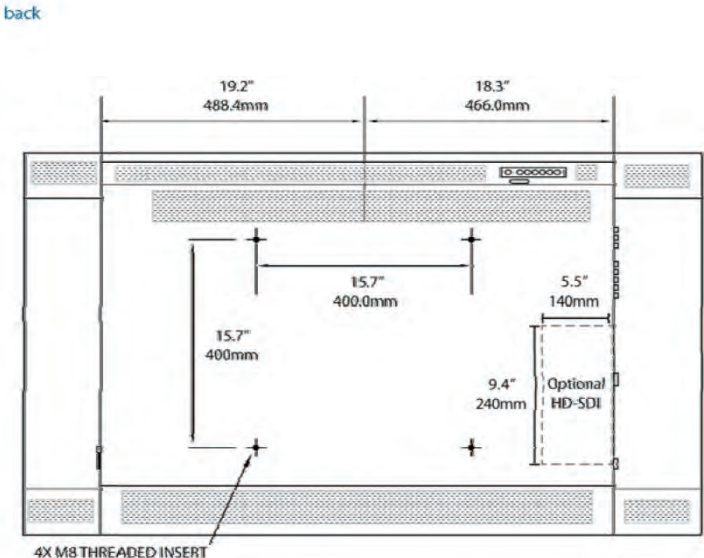
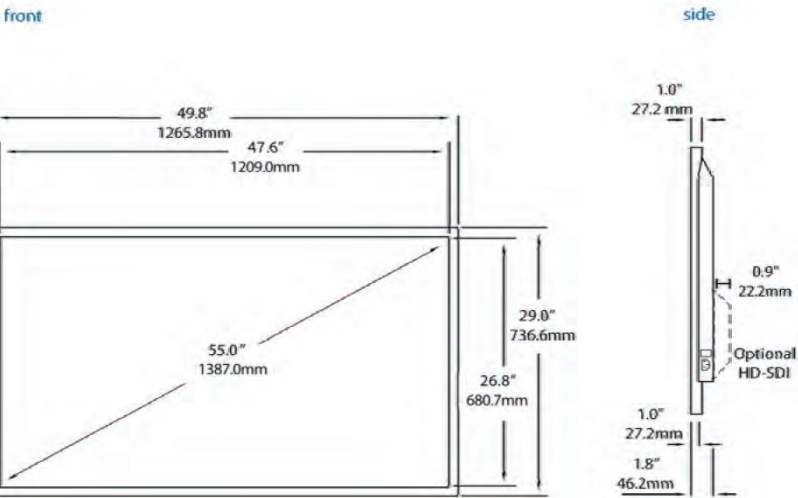
For more information

To learn more about the Planar ep55L by Planar Systems, call 503-748-1100 or visit www.planarcontrolroom.com or www.planardigitalsignage.com.



When image experience matters.

PLANAR ep55L



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www.planar.com

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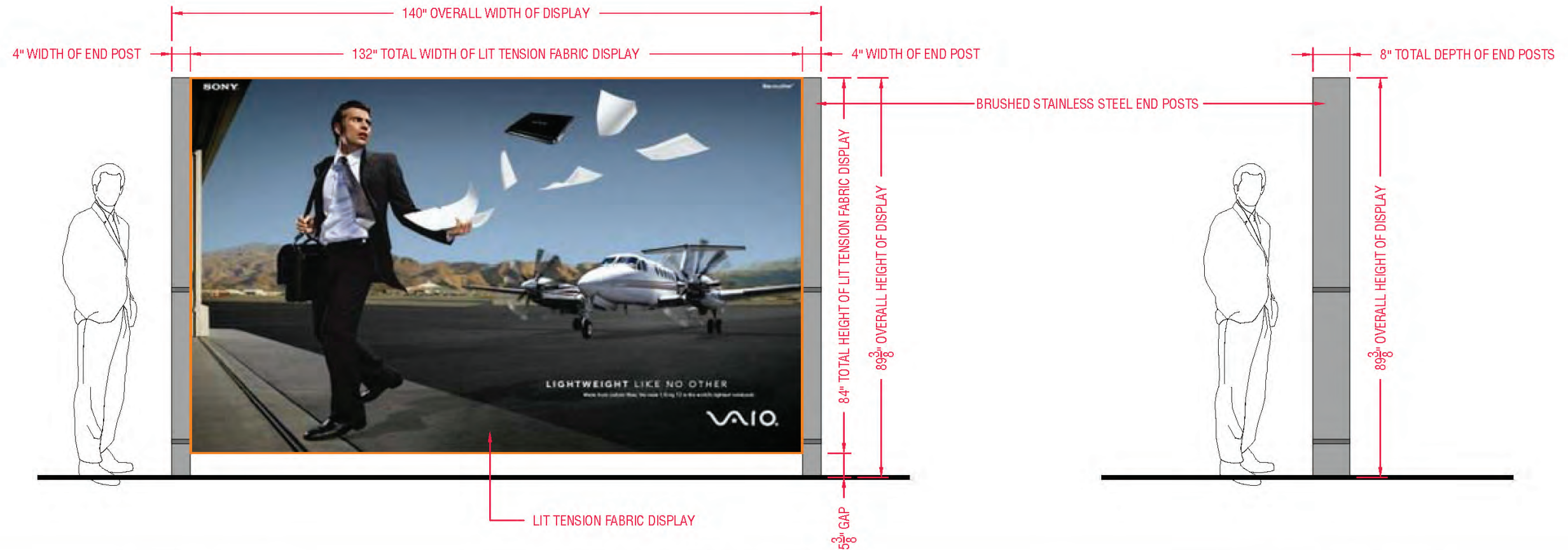
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REVISIONS:
DRAWN BY: J.L.H.
PM:
ISSUE DATE: PREPARED 7-03-2011

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MARKET: PHILADELPHIA INTERNATIONAL AIRPORT
ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 8
SPEC SHEET

D. Specification Sheets - Airport Advertising Concession Program



MAP IDENTIFIER



ORIENTATION PICTURE



CONCEPT RENDERING



MARKET: PHILADELPHIA INTERNATIONAL AIRPORT
ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 4B

Product Care:

General Product Care:

- *Fabric should always be handled in a clean area with clean hands and equipment.
- *Be sure fabric is clean and dry before packing.
- *Machine washing and/or drying is not recommended for all fabrics or construction. Contact Manufacturer with any questions.
- *Roll fabric for storage. Fold inside out or face in along seams. Do not fold applied or silk-screened graphics. Pack in bag provided.
- *Fabric may be ironed, on or off the frame. Use Permanent Press setting and non-waxed, non-inked paper between iron and fabric. Keep iron in constant motion.
- *Always pack silk-screened and vinyl graphics with wax-free, ink-free paper or fabric shield to prevent its sticking to another surface.
- *The aluminum frame in this product is susceptible to damage if improperly handled, shipped or stored. Use caution when handling and packing to prevent bending and/or crushing the tube.
- *Pack in original shipping bags. Pack bags in corrugated cardboard box for shipping. Store product in a cool dry area (40-80F).

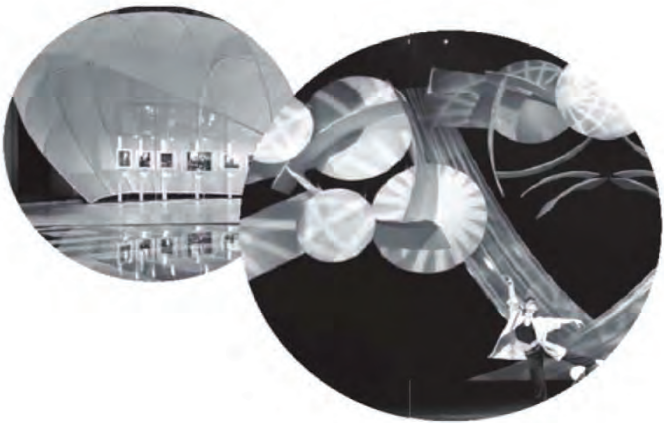
Emergency Stain Treatment:

1. Prompt treatment of any stain is essential to successful treatment.
2. Identify the stain before you treat it. The guide below will assist you with treatment.
3. Use extreme care treating stains to avoid spreading the stain or creating more damage. Too much moisture can cause water stains or spread stain.
4. Treat the stain with fabric off the frame, if at all possible. Mark stained area with a box or tag using masking tape before removing for cleaning. This makes it easier to find the stain when the fabric comes off the frame. Stain removal will be more effective if you apply treatments from the side away from the stain (usually the inside face of the product). This is not possible with coated fabric and fabric constructions that have a liner (two layers of fabric). Stains on either of these must be treated from the stain side.

5. TREATMENT:
- *Lift scrape or blot as much of the staining material off as possible. (Blot with white cloth provided or similar. Avoid paper products)
 - *Work from the outside edges toward the center of the stain.
 - *Masking tape can be an effective lifting device for drier materials like loose dirt, pencil or ink.
 - *For stains not responsive to water, follow the chart below and manufacturers instructions or call for assistance.
 - *Most natural stains may be treated with distilled water. Apply water to the back of the stain, and force water through fabric by pushing on the back while stretching the fabric. Or adding water while blotting, using care to keep the wet area as small as possible. Repeat procedure until water is running clear.
 - *Rinse cleaner from fabric using distilled water, blotting from the outside of the stain towards center and dry thoroughly to avoid spreading the stain.

Common Troubles

- Fabric cover fit issues** - Assure all 4 corners of cover are positioned over frame corners before starting to zip cover closed.
- Hard to adjust cover** - Cover position on frame is easily adjusted when cover is NOT ZIPPED. It is easiest to adjust cover by pulling on un-zipped sides of fabric.
- Frame mis-shaped** - Make sure connectors are very tight. Frame warp can be easily corrected by laying structure flat face down on the floor and lifting upright from both sides.
- Wrinkles in cover** - Use a hand steamer to remove small wrinkles. Adjust cover position for large wrinkles.



STAIN

Blood
Loose Dirt
Fingernail Polish
Ink
Lipstick
Oil, Grease
Pencil
Food/Drink

Best Cleaner

Shout
Stiff Brush
Denatured Alcohol
Tape/Denatured Alcohol
Shout
K2r
Tape/Denatured Alcohol
Shout

Alternative Solution

AMODEX, 3% Hydrogen Peroxide
Shout, Pre-Spot
ACETONE
AMODEX
AMODEX
Corn Starch & Shout
AMODEX, Pre-spot
Contact Manufacturer

NOTE: This information is provided to assist you with the care and maintenance of your product. No expressed or implied warranty is intended. Please contact Manufacturer for details or assistance.





Phone
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Retail Interiors: 800.357.1784

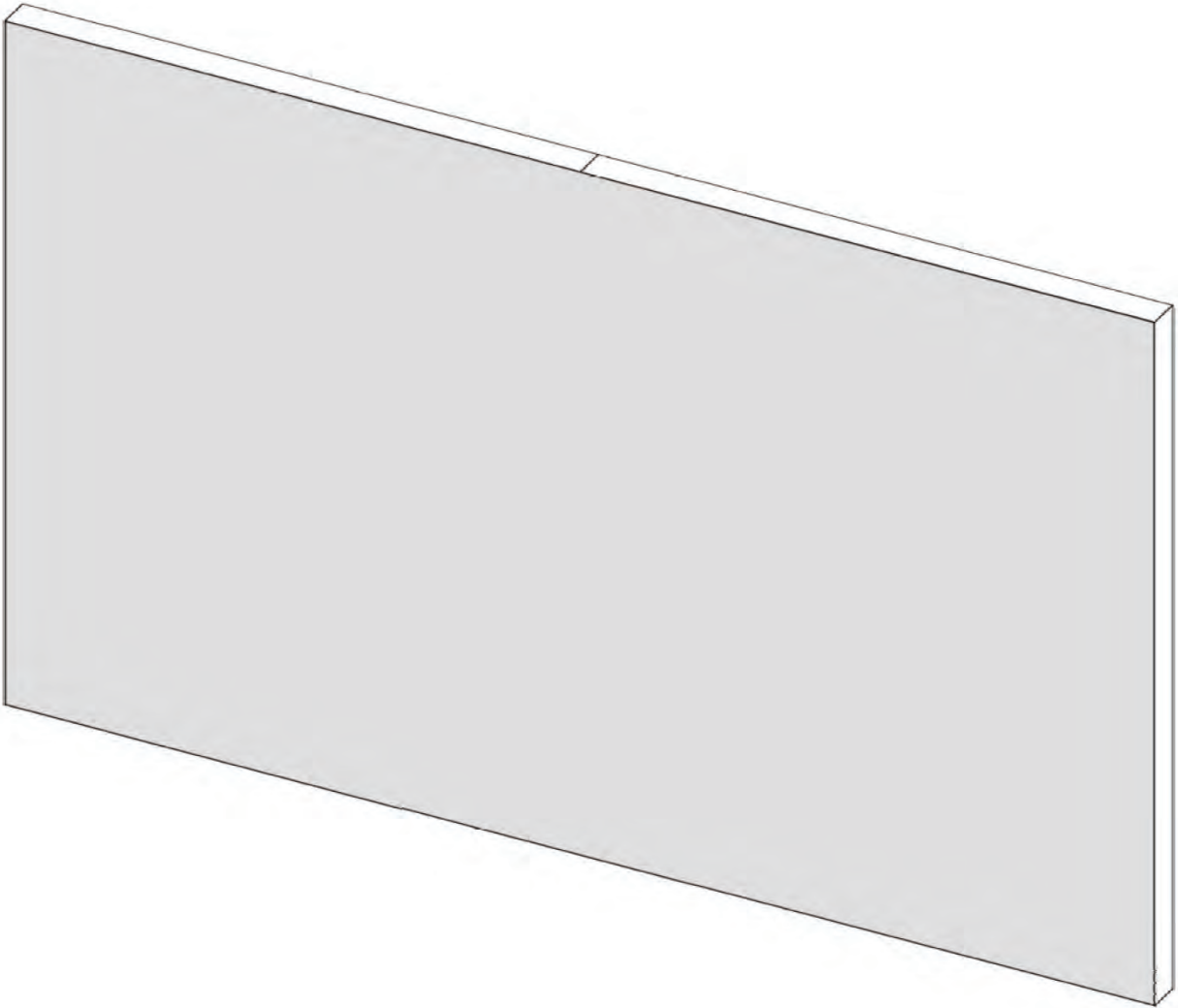
Fax
847.238.4676

Web
moss@mossmoss.com
www.mossmoss.com

Chicago
Las Vegas
Maine
Salt Lake City

Wall Mount LED Webbright Light Box

Setup Instructions



General Instructions:

- *Read and follow all instructions.
- *Save instructions.
- *Wipe down all tubing, clean work area and lay out plastic sheeting.
- *Repack fabric carefully and neatly in the original fabric bag provided.
- *Repeat packing instructions for frame.

Workmanship Guarantee:

Moss Inc. Fully guarantees all exhibits against defects in workmanship. If our products receive proper care, but fail due to a defect in manufacturing, the exhibit will be repaired or replaced at our discretion. Damage to exhibit products caused by accidents, improper care or negligence, where Moss Inc. is not at fault (including sun degradation and wear and tear) repairs will be performed for a reasonable fee.

WARNING: Hanging system and structure are designed for: (1) indoor use only and (2) to hold the weight of the structure and fabric cover only. No other loads should be applied to this display system.

Work Order: 11-14808 Component: 549953
Customer: Clear Channel Airports - PA
End User: CCA Office 7x11 Light Box



Phone
Exhibits & Events: 800.341.1557
Retail Interiors: 800.357.1784

Fax
847.238.4676

Web
moss@mossmoss.com
www.mossmoss.com

Chicago
Las Vegas
Maine
Salt Lake City

CCA CODE: PHL-2000.DWG

DRAWN BY: J.L.H.

ISSUE DATE: PREPARED 7-OCT-2011

REVISIONS:

PM:



MARKET: PHILADELPHIA INTERNATIONAL AIRPORT

ADVERTISING PROGRAM PRELIMINARY SUBMITTAL

PROJECT:

LOCATION 4B

SPEC SHEET (1)

STEP #1

TOP RAIL

SIDE RAIL

BOTTOM RAIL

LOCKS

ALPHABETICAL LABELS INDICATE PERIMETER FRAME CONNECTIONS. ALIGN MATCHING LABELS WITH ONE ANOTHER.

STEP #2

SPANNER x60

SPREADER x6

SPREADER LOCK AND POSITIONING LABEL DETAIL

ALIGN MATCHING LABELS ON SPREADERS WITH LABELS ON FRAME.

STEP #3

BACK FABRIC DETAIL

CUT ACCESS HOLE IN FABRIC BACKER AFTER POWER BOX IS POSITIONED

GLOVES

CAREFULLY FEED CLEAR EDGE OF FABRIC BACKER INTO MOSS GROOVE CHANNEL ON BACK OF FRAME.

STEP #4

Z-CLEAT WALL MOUNT BRACKETS x6

PRIMARY ELECTRICAL POWER BOX

SECONDARY ELECTRICAL POWER BOX

SECONDARY ELECTRICAL POWER BOX

FLEXIBLE CONDUIT

Work Order: 11-14808 Component: 549953
 Customer: Clear Channel Airports - PA
 End User: CCA Office 7x11 Light Box

PARTS LIST (per unit)		TYPICAL LABELING	
1	Top Rail (2 sections)	CONNECTION #	12345
1	Bottom Rail (2 sections)	WORK ORDER #	12345
2	Side Rails	UNIT #	67890
6	Spreaders		
60	Spanners		
8	Z-Cleat Wall Mount Brackets		
6	LED Light Panels		
6	151.2 Watt DC Power Supply Units		
1	Fabric Diffuser		
1	Printed Fabric Cover		
1	Fabric Backer		

ALSO INCLUDED

1 Assembly & Cleaning Kit: (consisting of T-wrench, gloves, washcloth, 303 cleaner, and plastic drop cloth)

SETUP INSTRUCTIONS:

STEP #1
 Always lay out protective sheeting & use gloves when assembling frames & handling fabric.

Connect top and bottom rails to side rail sections. Lock in place with provided torque wrench.

STEP #2
 Connect spreaders with spanners attached to top and bottom rails. Follow positioning labels with alignment mark to attach spreaders in the correct position. If spanners have been moved, use labels to replace spanners correctly. Attach power box's to spreaders using positioning labels.

STEP #3
 Wipe down rails, lay down supplied plastic sheeting, put on supplied gloves.

Remove back fabric cover from storage bag and verify proper orientation. NOTE: REFER TO FABRIC CARE PAGE AS NECESSARY.

Start at one corner and carefully feed clear edge of fabric into grooves in frame. NOTE: COVER IS UNDER TENSION WHEN INSTALLED. WORK CAREFULLY.

Adjust as necessary, sliding and rolling fabric to create proper tension and smooth appearance.

Using a sharpe blade or burner tool, cut hole in fabric backer at least 1" around the perimeter of the cutout in the back of the power box.

STEP #4
 Attach frame (with fabric backer installed) to wall using Z-cleat wall mounting brackets.

LOCATION 4B
SPEC SHEET (2)

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 ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
 PROJECT:

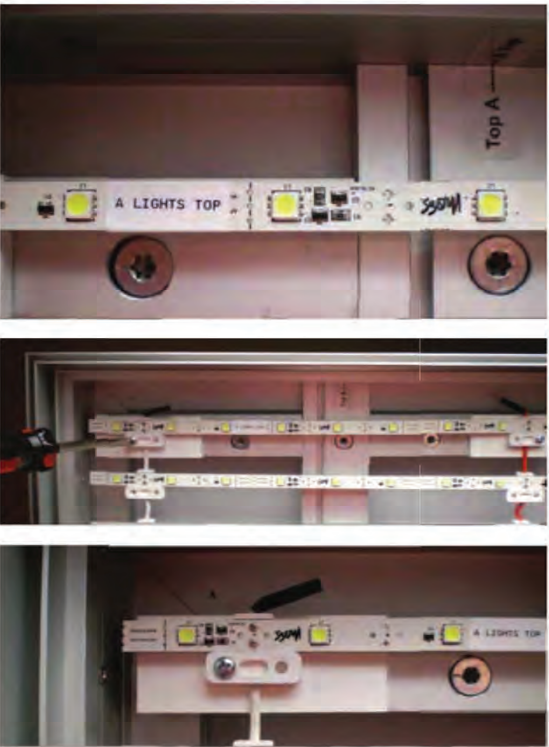
CCA CODE: CAD FILE: PHIL-X2010.DWG
 DRAWN BY: J.L.H. PM: REVISIONS:
 ISSUE DATE: PREPARED 7-001-2011

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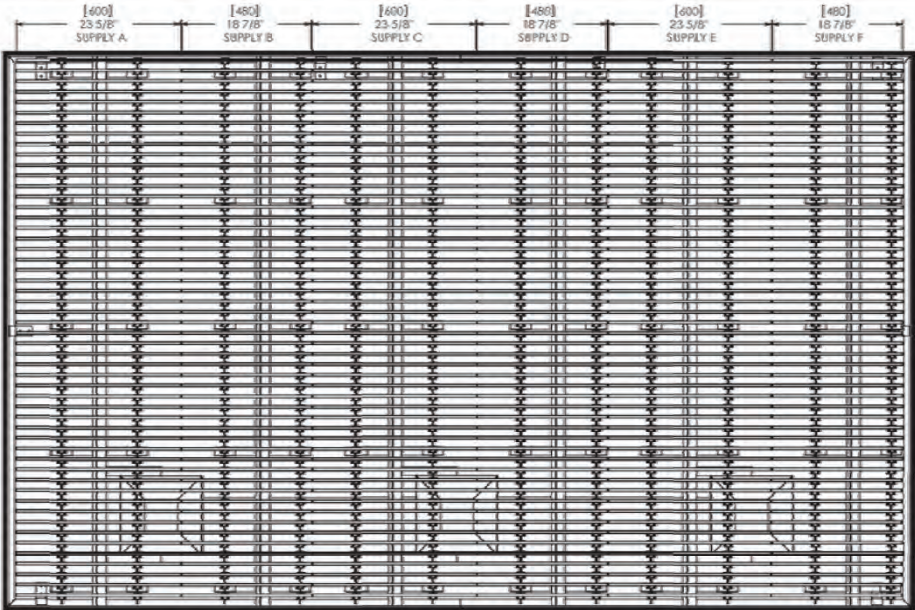
STEP #5

LED LIGHT DETAIL
USE PROVIDED SCREWS TO
ATTACH HUBS ON LED LIGHTS
TO HORIZONTAL SPANNERS

WARNING: ONLY QUALIFIED PERSONNEL SHOULD PERFORM INSTALLATION. TO AVOID ELECTRICAL SHOCK OR COMPONENT DAMAGE, DISCONNECT POWER BEFORE INSTALLATION OF THE POWER SUPPLIES AND/OR LED MODULES. Failure to install the power supplies and/or LED Modules in accordance with the National Electric Code (NEC), all applicable Federal, State and local electric codes as well as the specific Underwriter's Laboratories (UL) safety standards for the installation, location and application may cause serious personal injury, death, property damage and/or product malfunction. These instructions are guidelines for installation of LED modules and power supplies. Installation requirements may vary depending on the application. Licensed electricians should provide all installation services for connection for both primary and secondary (input/output) of the power supplies.

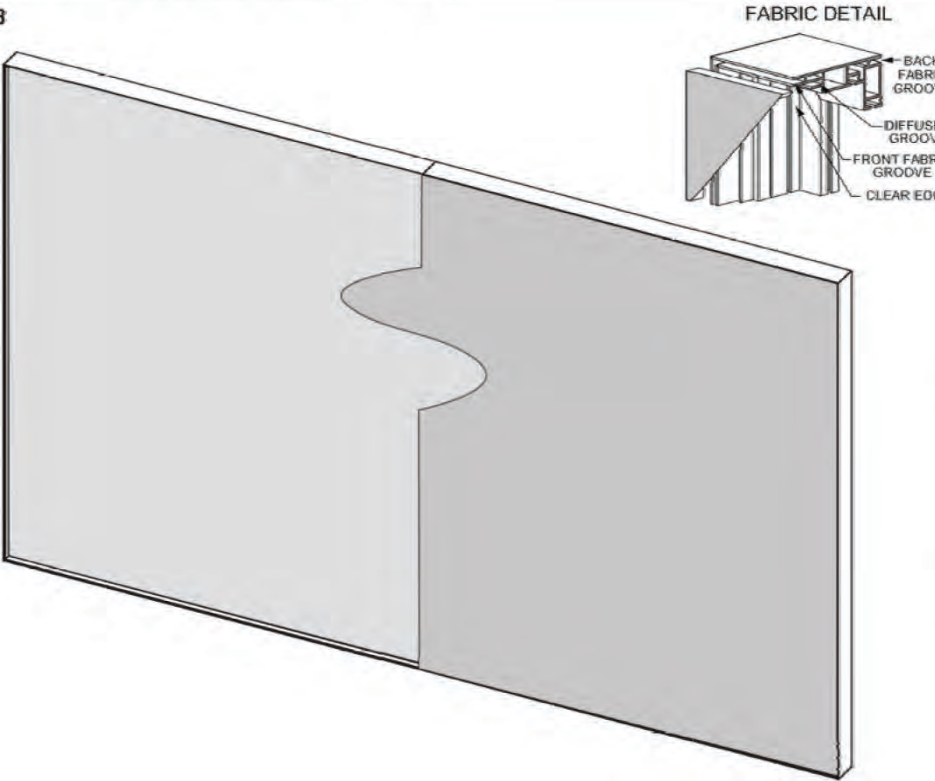


STEP #6



NOTES:
ETL RATED FOR PERMANENT INSTALLATION, POWER SUPPLIES TO BE LOCATED INSIDE INTERNAL POWER SUPPLY BOX.
[6] 150 WATT POWER SUPPLIES TO PROVIDE POWER FOR SUPPLY A ([53] 600mm STRIPS), SUPPLY B ([53] 480mm STRIPS), SUPPLY C ([53] 600mm STRIPS), SUPPLY D ([53] 480mm STRIPS), SUPPLY E ([53] 600mm STRIPS), & SUPPLY F ([53] 480mm STRIPS).
POWER RATING: 100-240 VAC, 60 Hz, 12.0 AMP.
EXPECTED AVERAGE USAGE: 7.0 AMP AT 115V.
ALL 24 VOLT DC WIRING TO BE MARKED "A+", "A-", "B+", "B-", ETC.

STEP #8



Work Order: 11-14808 Component: 549953
Customer: Clear Channel Airports - PA
End User: CCA Office 7x11 Light Box

PARTS LIST (per unit)

- 1 Top Rail (2 sections)
- 1 Bottom Rail (2 sections)
- 2 Side Rails
- 6 Spreaders
- 60 Spanners
- 8 Z-Cleat Wall Mount Brackets
- 6 LED Light Panels
- 6 151.2 Watt DC Power Supply Units
- 1 Fabric Diffuser
- 1 Printed Fabric Cover
- 1 Fabric Backer

ALSO INCLUDED

- 1 Assembly & Cleaning Kit: (consisting of T-wrench, gloves, washcloth, 303 cleaner, and plastic drop cloth)

SETUP INSTRUCTIONS:

STEP #5
USE CAUTION TO NOT DAMAGE LED'S OR ELECTRONICS ON LED MODULES.

Starting with lights labeled **A**. Unroll lights from protective packaging. Match light labels to vertical spreaders and install the top LED module. Continue from top down and attach LED lights to spanners, leaving the bottom unattached. Connect positive (+) side of corresponding DC power cord to (+) side of LED lights. Repeat for negative (-) cord. Attach bottom of LED lights to support. If needed, adjust the placement of spanners to match screw holes on lights.

STEP #6
Continue to install lights labeled **B, C, D, E** and **F** to frame. Connect light panel wires to power box. Refer to wiring diagram if needed.

Connect LED electrical panel wires to building power supply. Test lights before proceeding.

STEP #7
Install acrylic panels in front of lights on frame.

STEP #8
Install diffuser cover. Feed clear edge of diffuser cover into groove in frame (see detail).

Remove printed fabric cover from storage bag and verify proper orientation.

Carefully feed clear edge of cover fabric into groove on frame. NOTE: COVER IS UNDER TENSION WHEN INSTALLED. WORK CAREFULLY.

Adjust as necessary, sliding fabric to create proper tension and smooth appearance.

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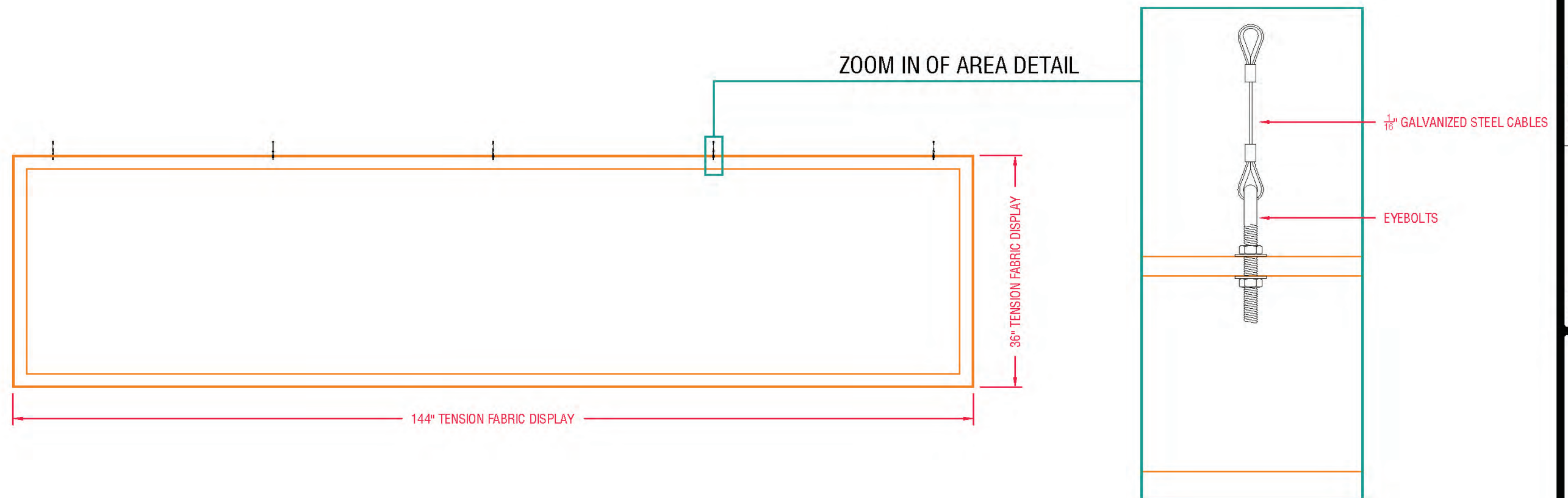
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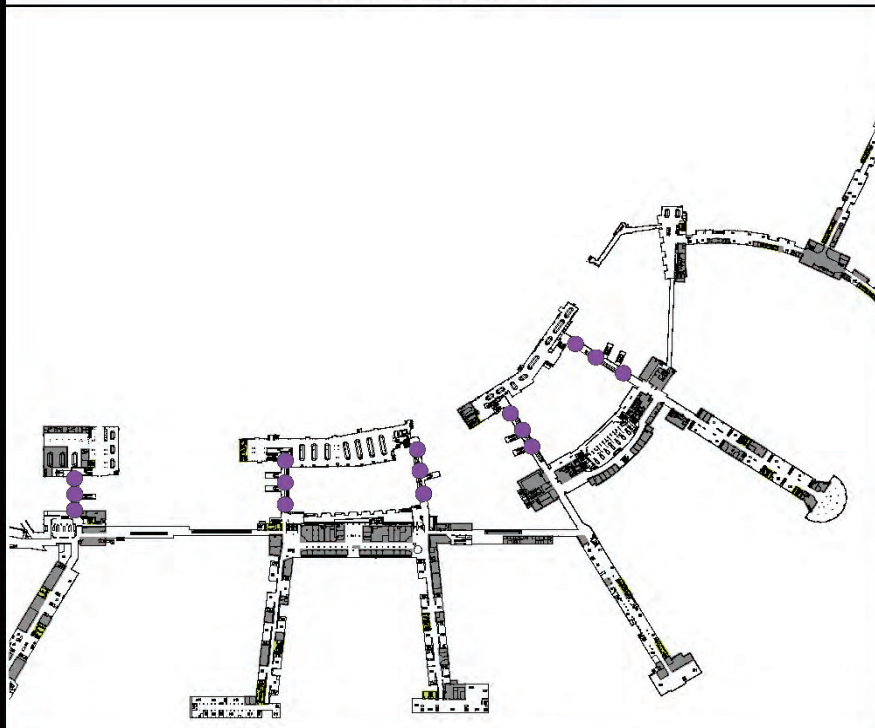
LOCATION 4B
SPEC SHEET (3)

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D. Specification Sheets - Airport Advertising Concession Program



MAP IDENTIFIER



ORIENTATION PICTURE



CONCEPT RENDERING

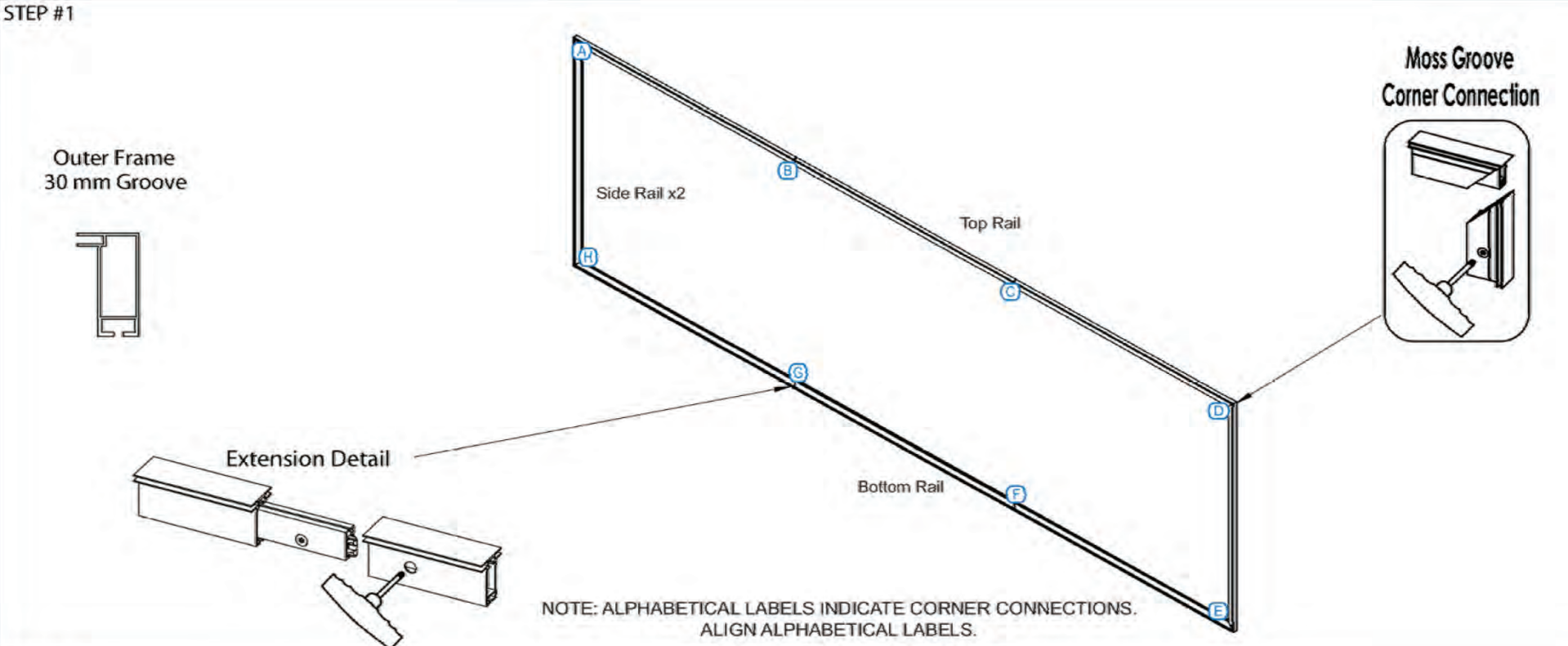


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PROJECT:

LOCATION 6

STEP #1

Outer Frame
30 mm Groove

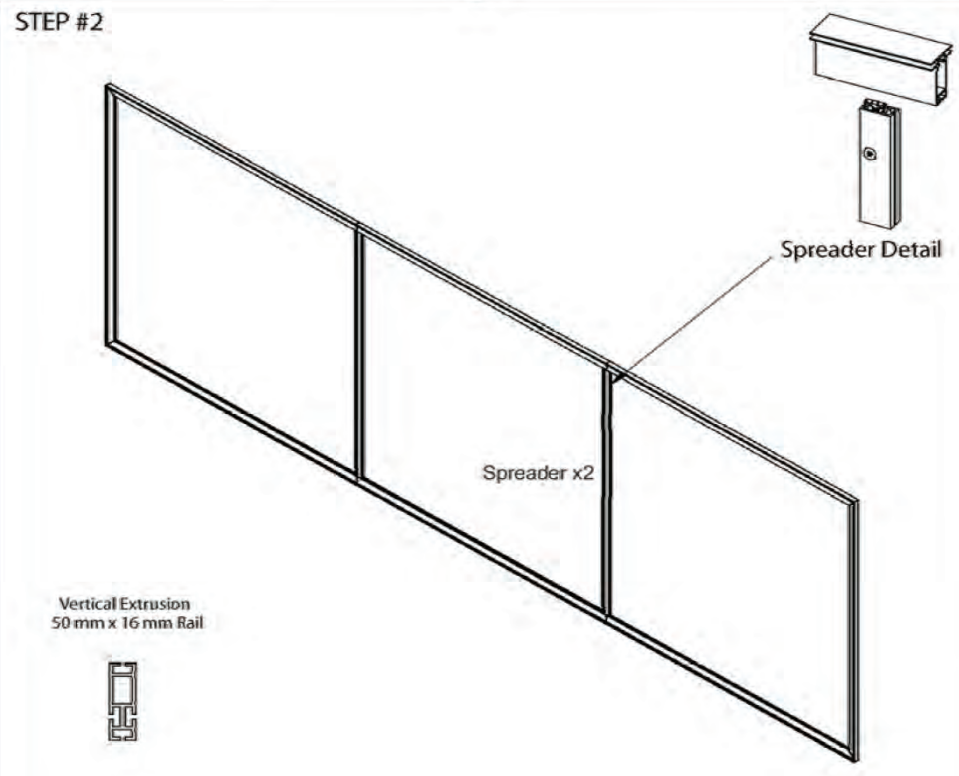


Moss Groove
Corner Connection

Extension Detail

NOTE: ALPHABETICAL LABELS INDICATE CORNER CONNECTIONS.
ALIGN ALPHABETICAL LABELS.

STEP #2

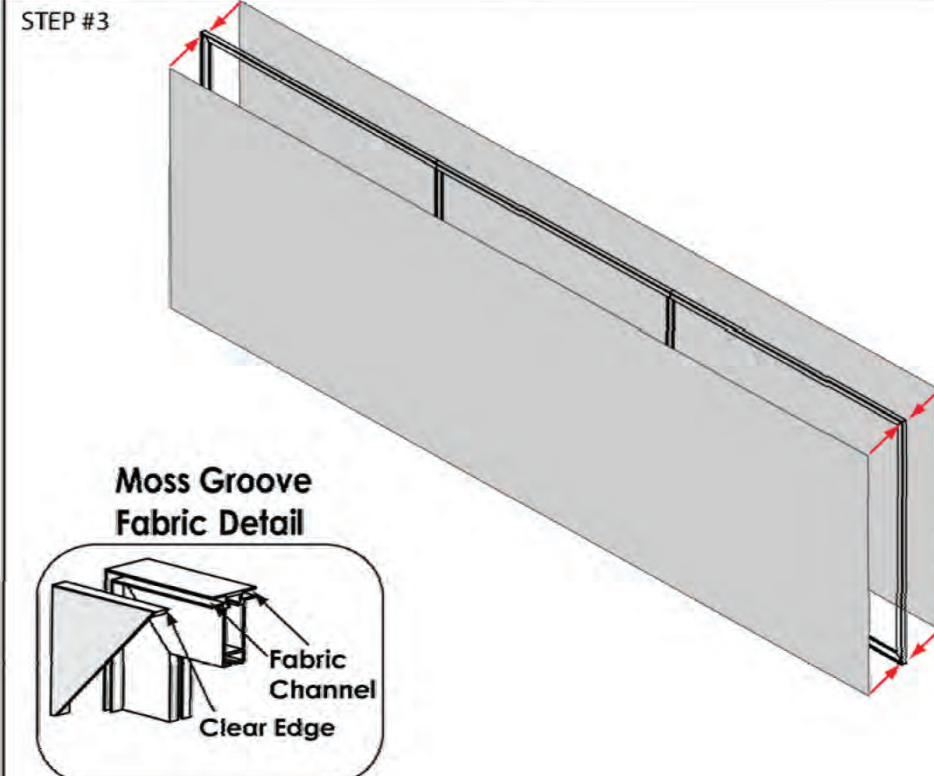


Spreader Detail

Spreader x2

Vertical Extrusion
50 mm x 16 mm Rail

STEP #3



Moss Groove
Fabric Detail

Fabric Channel

Clear Edge

PARTS LIST (per unit)

1 Top Rail (3sections)

1 Bottom Rail (3sections)

2 Side Rail

2 Spreaders

1 fabric cover

2 Z-Cleats

SETUP INSTRUCTIONS:

STEP #1

Follow matching labels and build outer frame as shown. Refer to Lock & Extension Details.

STEP #2

Attach spreader as shown using locks provided. Refer to Spreader Detail.

STEP #3

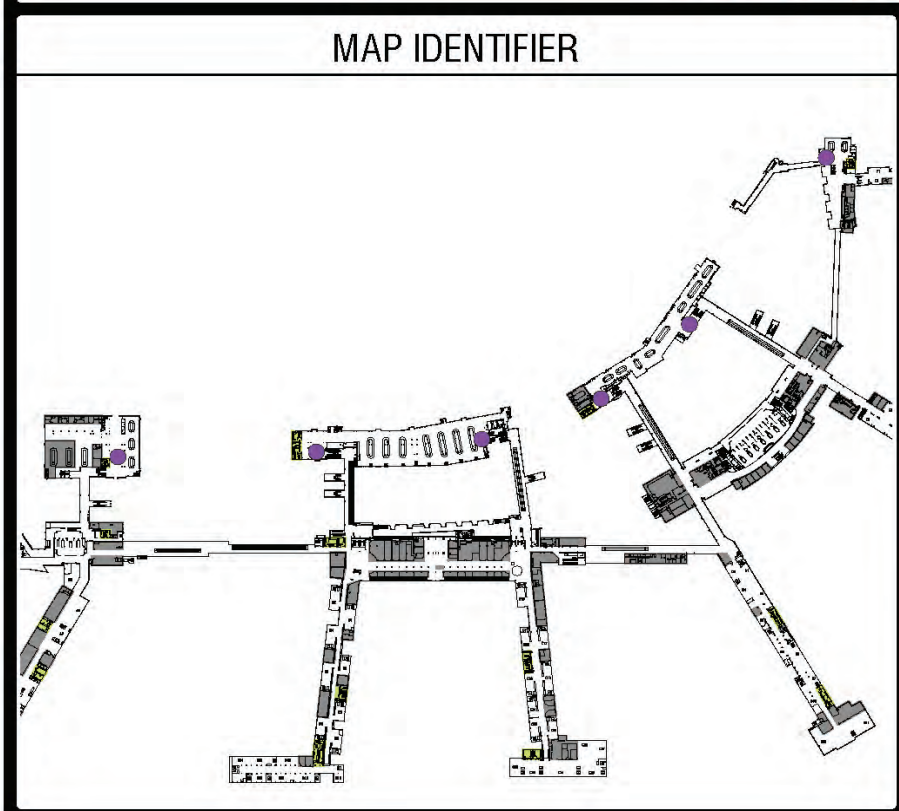
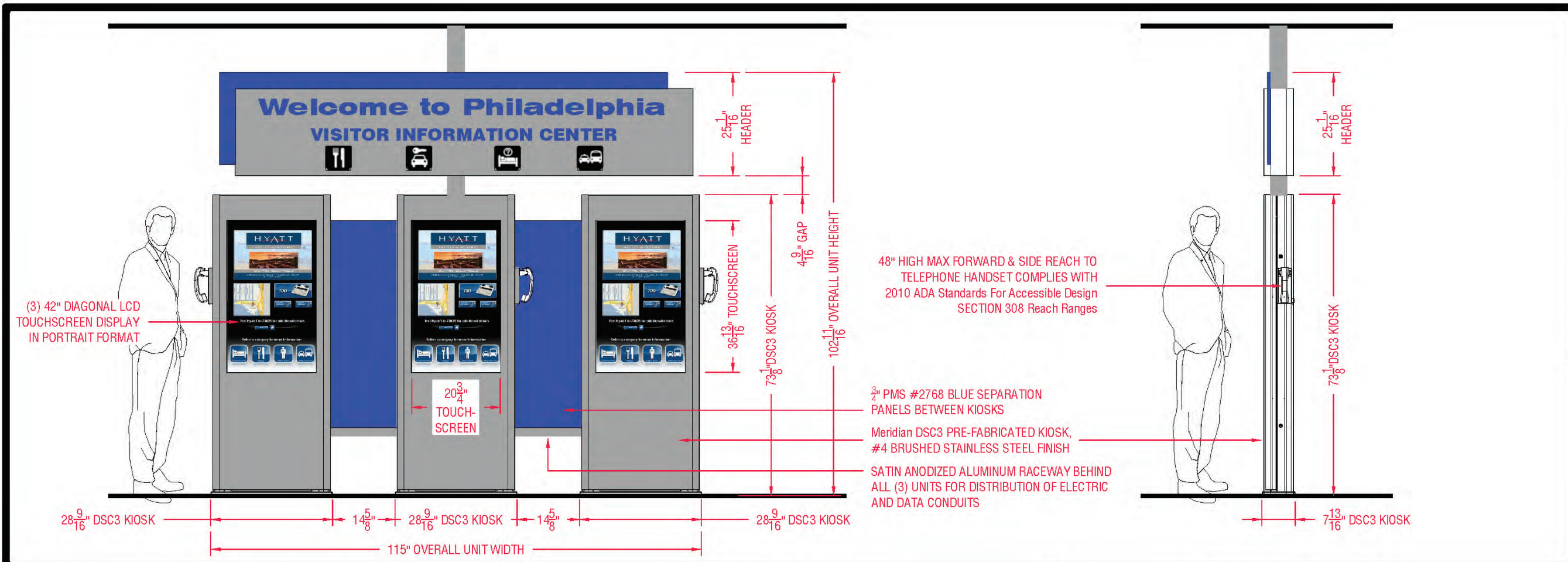
Wipe down all aluminum framing, lay down supplied plastic drop cloths, put on supplied gloves. Remove fabric cover from storage bag and verify orientation. NOTE: Refer to fabric care page if needed. Carefully and evenly tuck CLEAR EDGE into the CHANNEL around entire perimeter of the structure as shown. Adjust as needed to achieve a final uniformed surface. Hand-steam any small wrinkles. Repeat step for other side.

DISASSEMBLY AND STORAGE:

Reverse of setup. Refer to product care page if needed. Do not disassemble plastic elbows (if included).

WARNING:

Hanging system and structure are designed for: (1) indoor use only and (2) to hold the weight of the structure and fabric cover only. Each wire cable is proof tested at 500 lbs(250 lbs working load). No other loads should be applied to this display system.

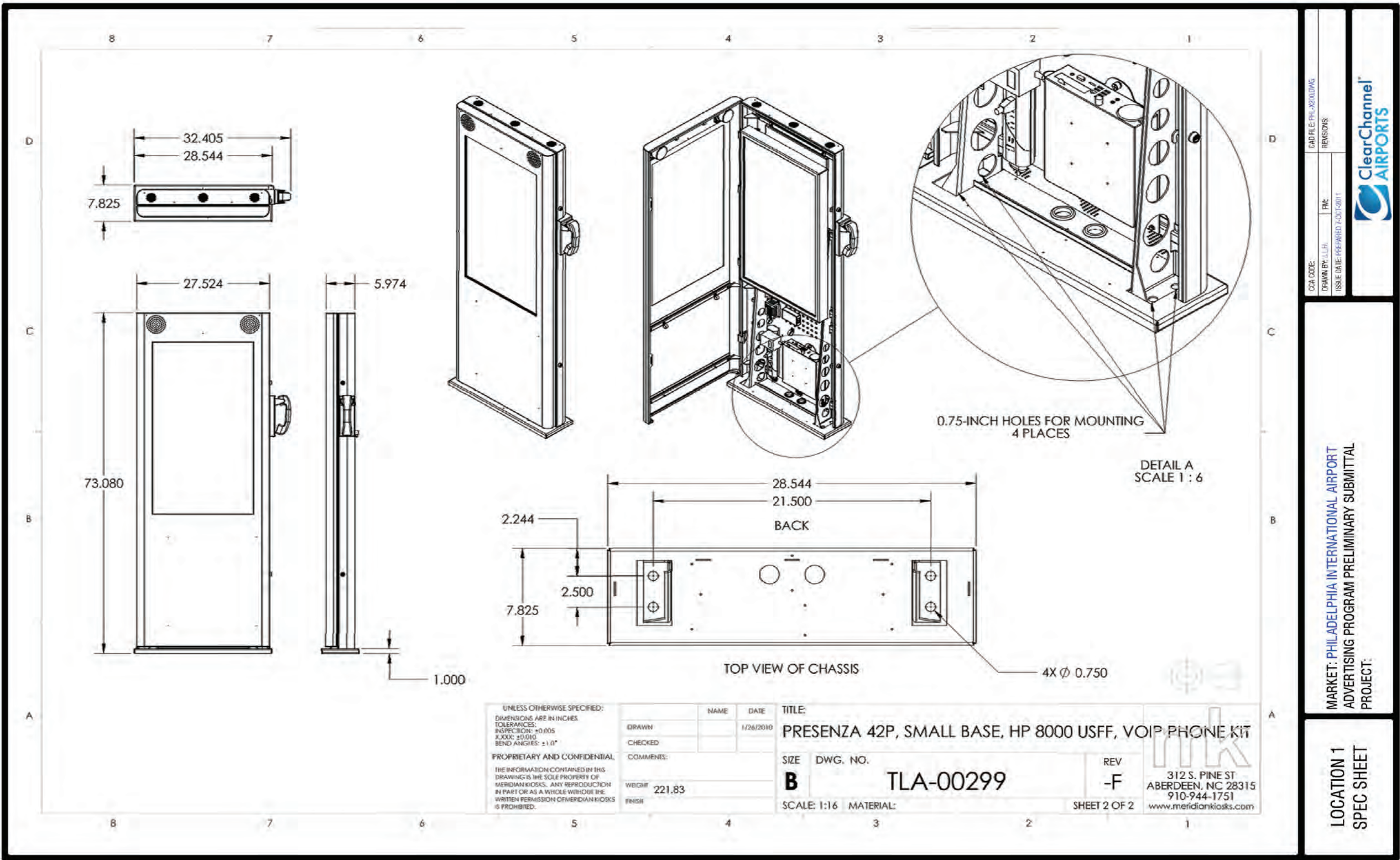


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ISSUE DATE: PREPARED 7-OCT-2011		

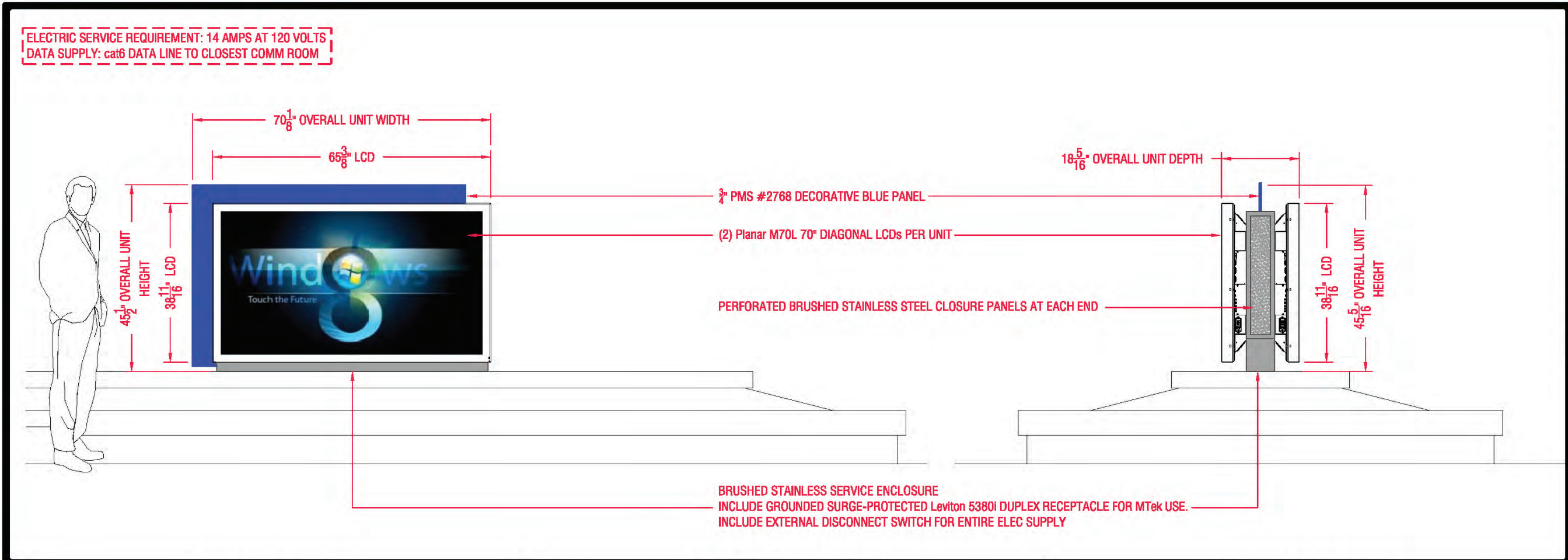
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LOCATION 1



D. Specification Sheets - Airport Advertising Concession Program

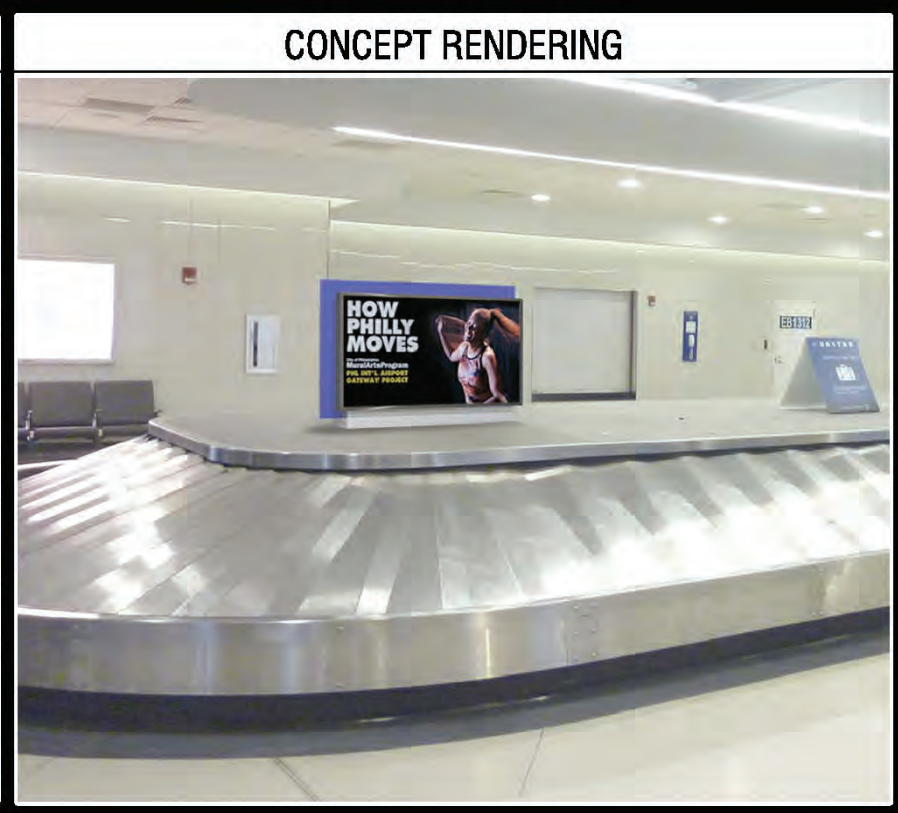
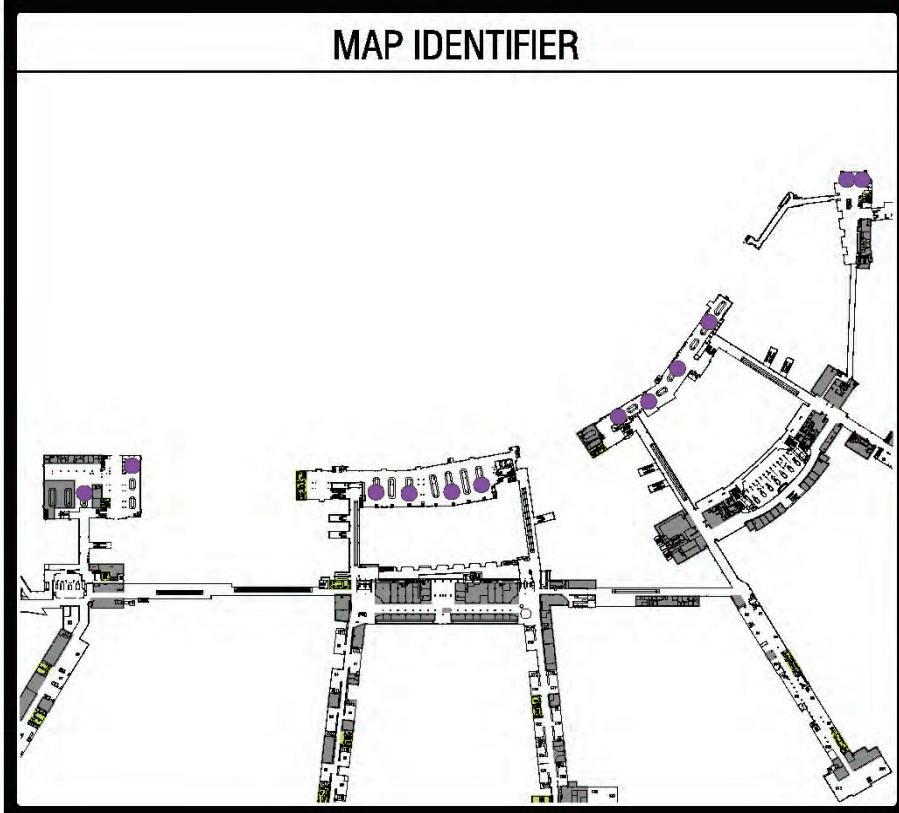


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CGA CODE:	PM:
DRAWN BY: J.L.H.	ISSUE DATE: PREPARED 24-OCT-2011

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ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 2





PLANAR m70L

The Planar m70L is a commercial-grade 70" LCD display featuring full high definition for control room and signage applications. The m70L combines a customer-centric suite of features and high reliability into a display solution that is ideal for mission critical installations



FEATURES

Life size format
70" diagonal

Superior resolution
High definition 1080p
178° viewing angle

Sleek integration
<6" deep and field serviceable

Long life
50,000 hrs to 1/2 brightness
Ambient light sensor can automatically
adjust backlight

Integrated tiling capabilities
Integrated Big Picture™
Mullion compensation

Integrated scheduling
Built in power on/off
Source switching

PLANAR m70L

Display technology	Commercial grade Direct-view LCD
Display resolution	1920 x 1080p
Aspect ratio (W:H)	16:9
Screen dimensions	
Diagonal	70" (177.8 cm)
Width by height	61" x 34.3" (155 cm x 87.2 cm)
Cabinet dimensions (WxHxD)	65.5" x 38.8" x 5.8" (166.4 cm x 98.4 cm x 14.8 cm)
Screen brightness	600 nits
Response time	8ms total typical
Contrast ratio (full field)	1500:1
Full viewing angle	178°
Colors	16.7 million
Color gamut	72% NTSC, 100% EBU
Weight*	160 lbs (72.6kg)
Backlight type	CCFL
Backlight life (1/2 brightness)	50,000 hours
Line voltage	100-120/200-240VAC 50/60Hz (auto switching)
Power consumption	~720 watts
Operating temperature	32-95°F (0-35°C)
Operating humidity	20-80% RH non-condensing
Safety regulations	Complies with EN60950, FCC Class A, CE, EN55022 (CISPR22)
Data input (base model)	Analog VGA (640 x 480) to full HD (1080p) DSUB 15 pin connector DVI-D (with loop through)
Video input (video model)	Composite video (NTSC, PAL, SECAM) RCAx1 Component video (NTSC, PAL, VGA 1080p) RCAx3 S-Video (NTSC, PAL) Mini DIN 4-pin connector SDI (NTSC, PAL, 720, 1080i) BNCx1 (with loop through)
Frame lock	50-65Hz
Display control	RS-232 (with loop-out) and IR remote
Mullion width (edge to active area)	49.25mm horizontal, 50mm vertical
Mounting pattern	VESA MVS-E, 600/600
Power management	DPMS (standby, suspend)
Optional accessories	VESA wall mount adapters, table stand
MP	Supported
Big Picture™	Integrated
WallNet™	Supported

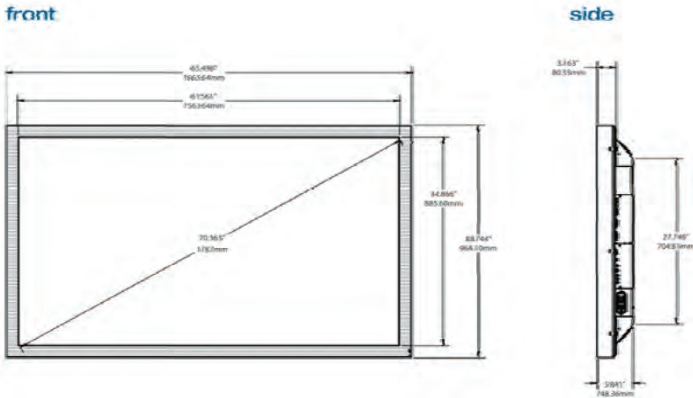
*Optical specifications without protective glass.



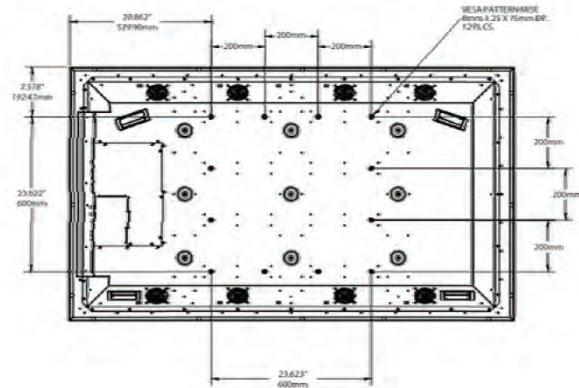
For more information
To learn more about the
Planar m70L by Planar Systems,
call 503-748-1100 or visit
www.planarcontrolroom.com
or www.planardigitalsignage.com.



PLANAR m70L: PRODUCT DIMENSIONS



mounting diagram



Planar Systems, Inc.
1195 NW Compton Drive
Beaverton, OR, 97006-1992, USA
Toll Free +1-866-475-2627
www.planar.com

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15580 8/9/08

CAD CODE: CAD FILE: PHL-2000.DWG

DRAWN BY: J.L.H. PM: REVISIONS:

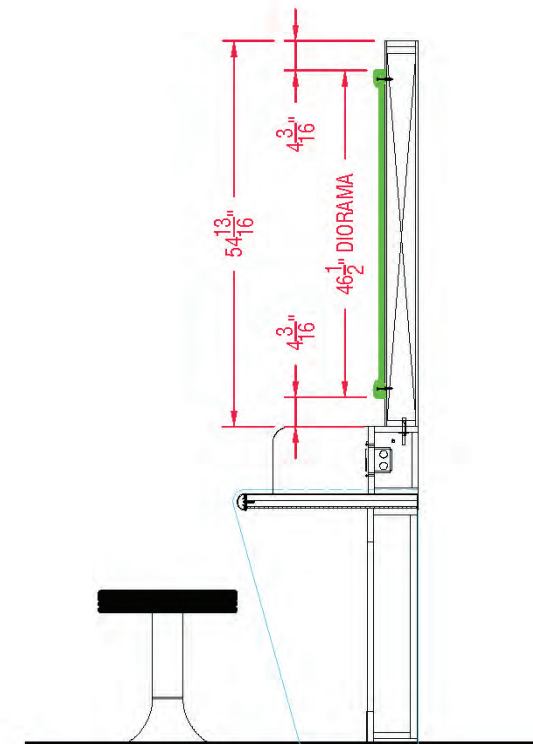
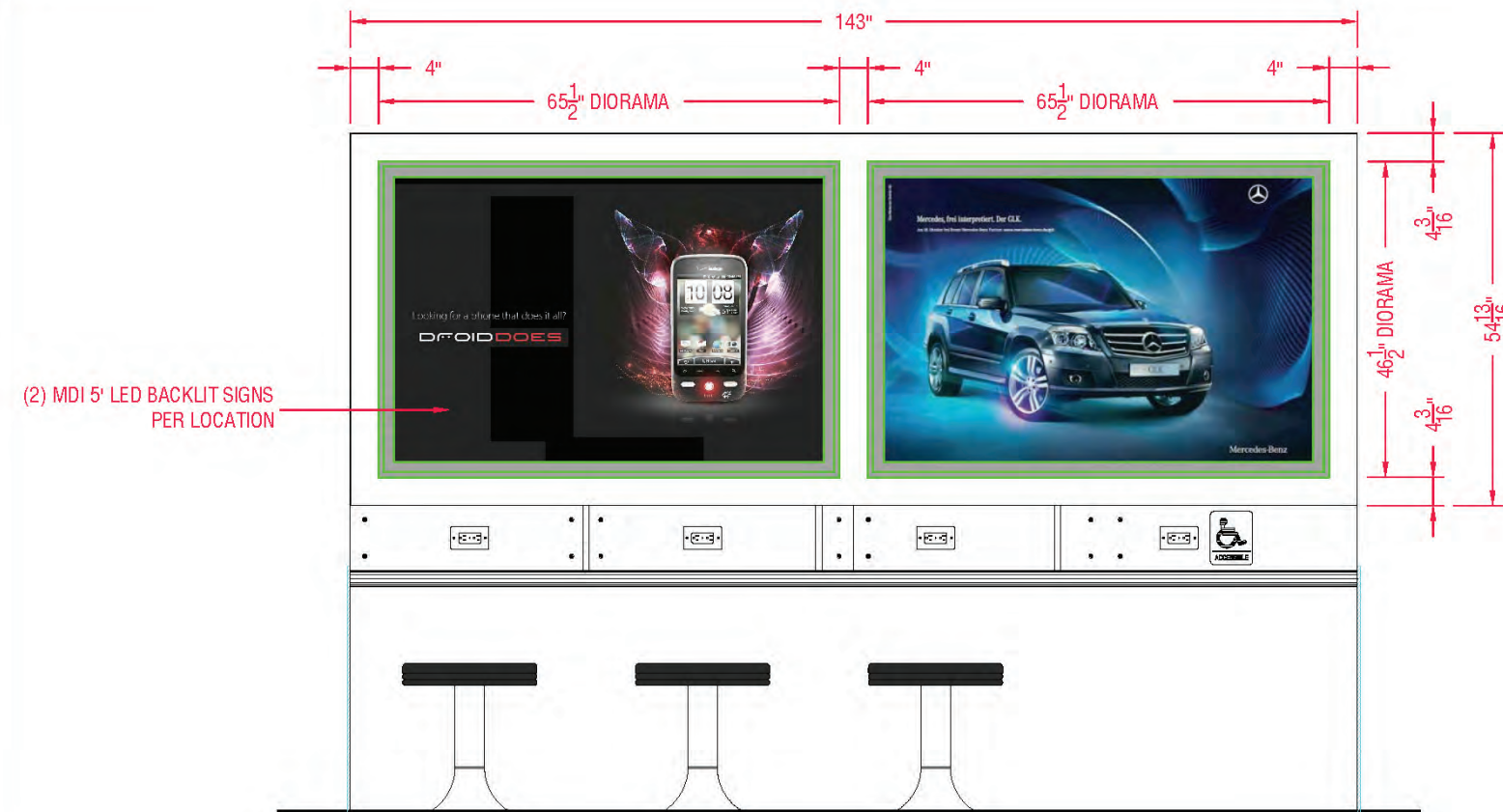
ISSUE DATE: PREPARED 7-OCT-2011

MARKET: PHILADELPHIA INTERNATIONAL AIRPORT
ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

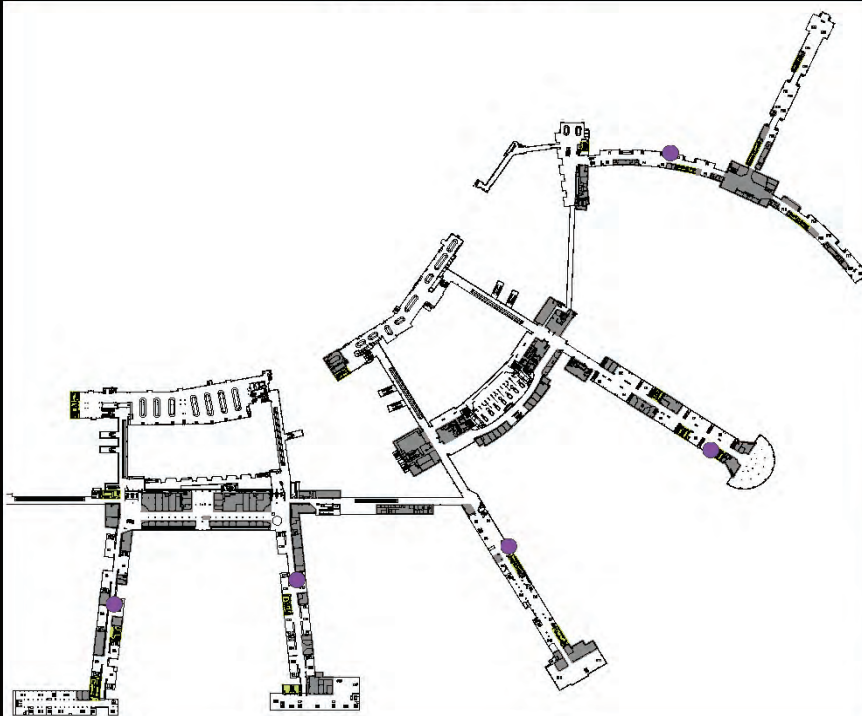
LOCATION 2
SPEC SHEET

ClearChannel
AIRPORTS

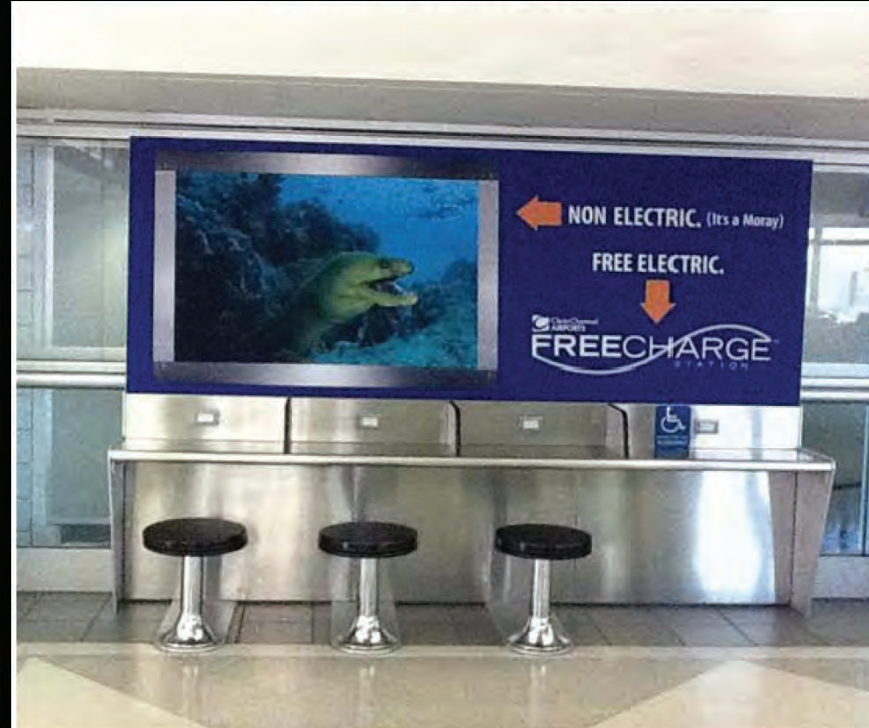
D. Specification Sheets - Airport Advertising Concession Program



MAP IDENTIFIER



ORIENTATION PICTURE

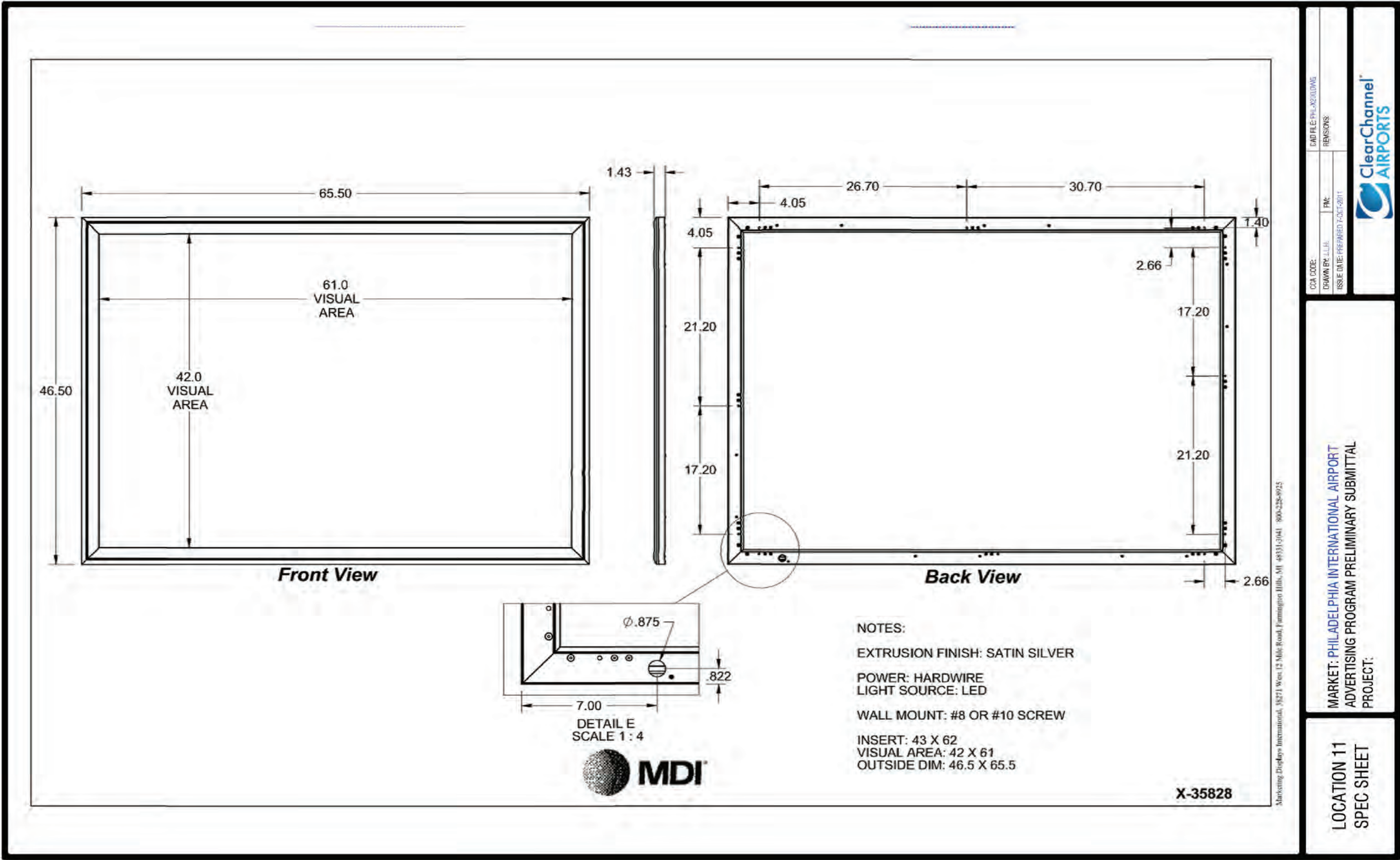


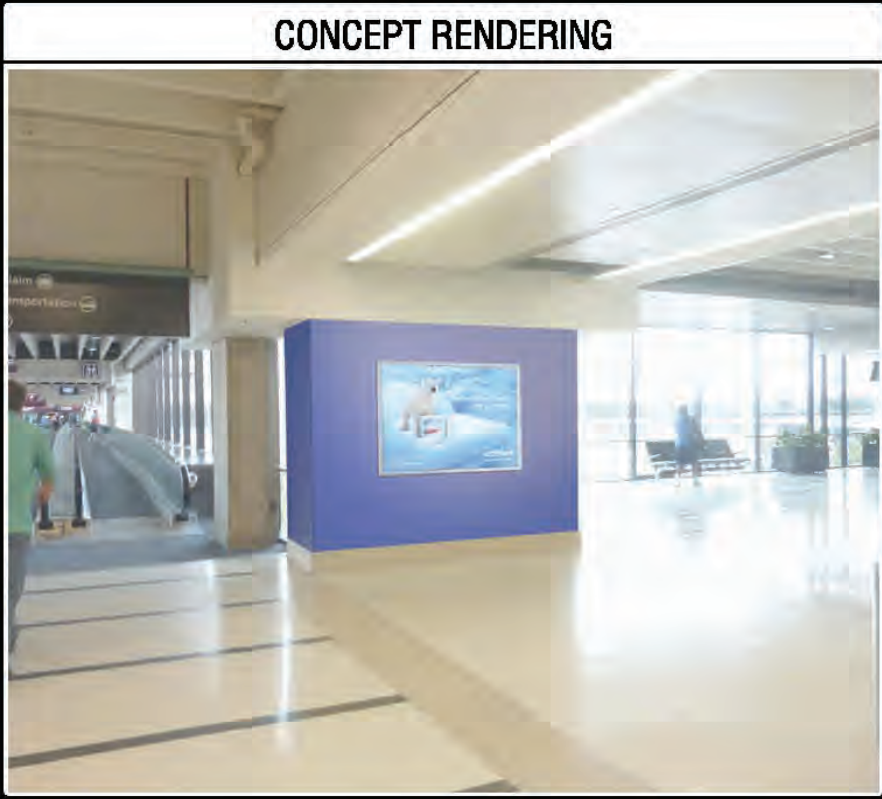
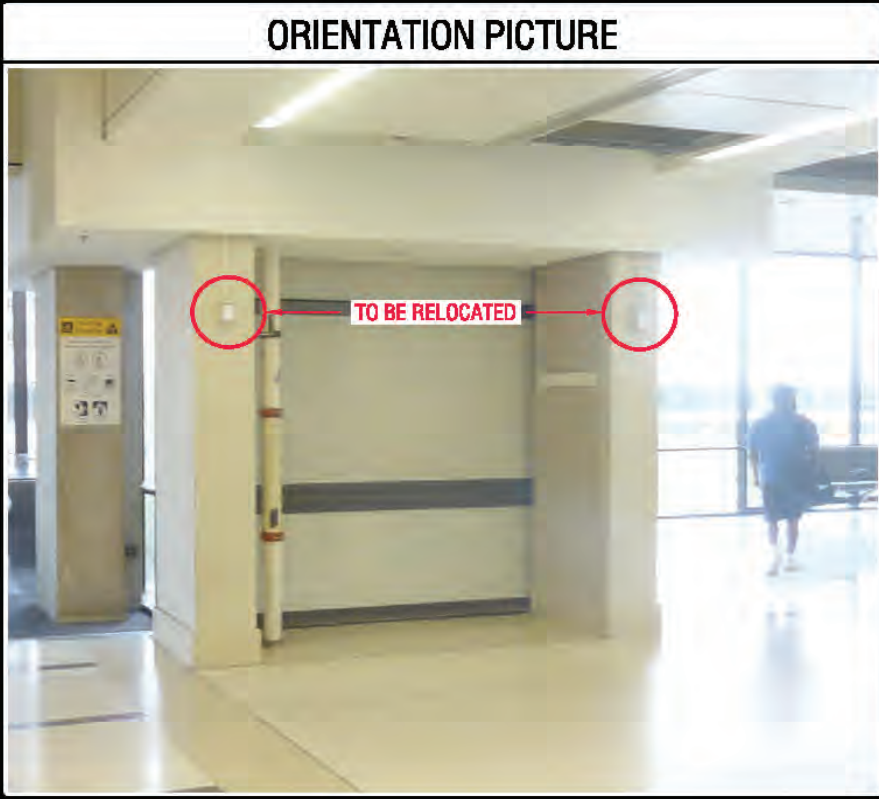
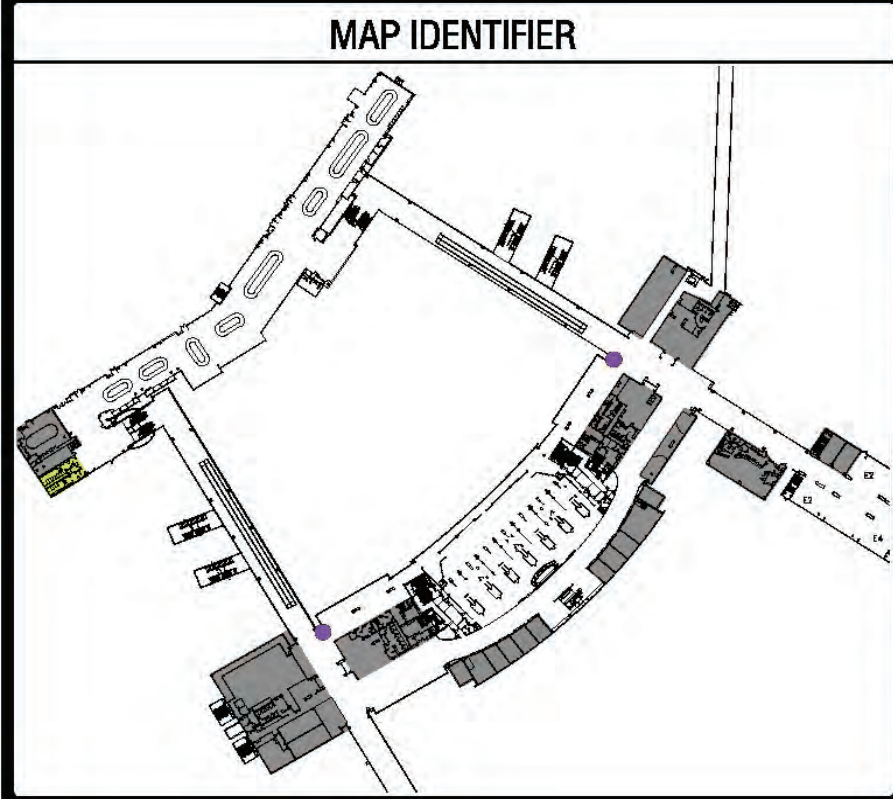
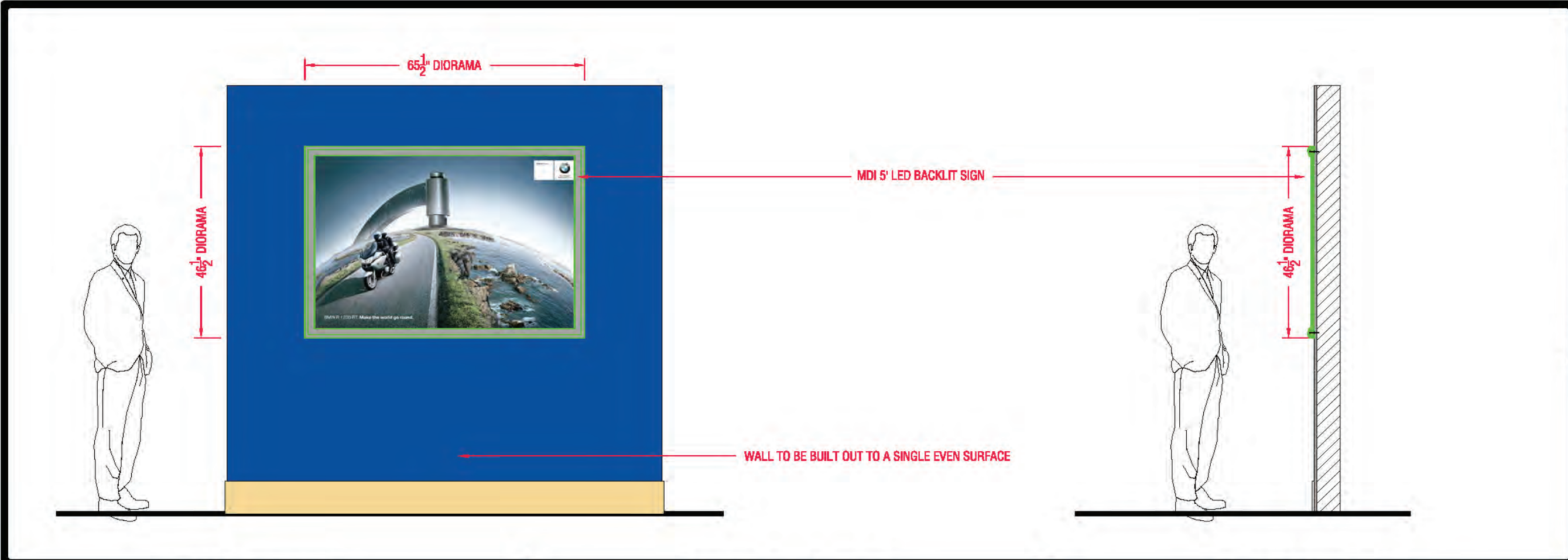
CONCEPT RENDERING



MARKET: PHILADELPHIA INTERNATIONAL AIRPORT
ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 11



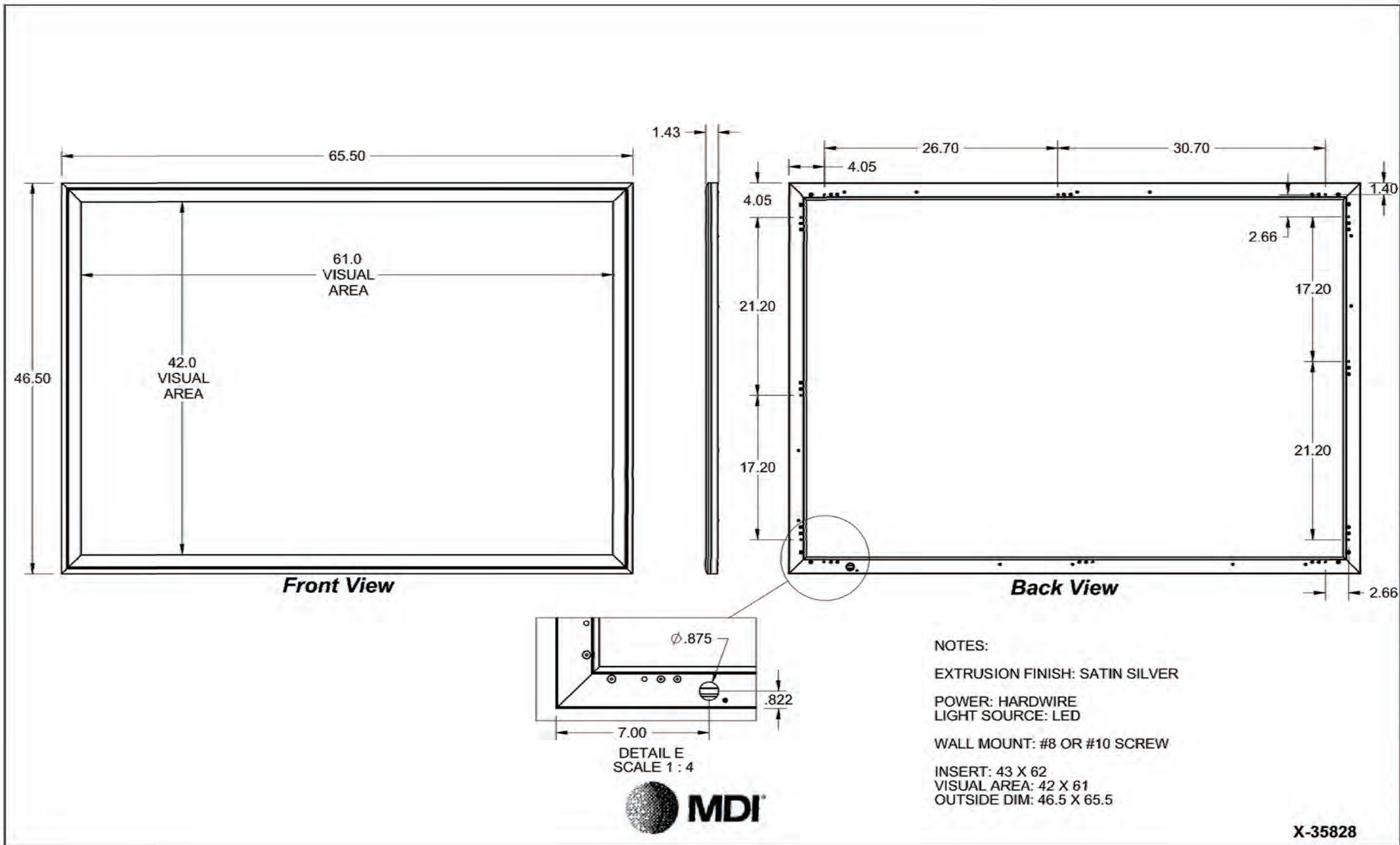


CCA CODE:	CAO FILE: PHL-3200.DWG	REVISIONS:
DRAWN BY: J.L.H.	PM:	
ISSUE DATE: PREPARED 24-OCT-2011		

ClearChannel
AIRPORTS

MARKET: PHILADELPHIA INTERNATIONAL AIRPORT
ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 5



CAD FILE: PHL-X200.DWG	REVISIONS	PM	ISSUE DATE: PREPARED 7-OCT-2011
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ClearChannel
AIRPORTS

MARKET: PHILADELPHIA INTERNATIONAL AIRPORT
ADVERTISING PROGRAM PRELIMINARY SUBMITTAL
PROJECT:

LOCATION 5
SPEC SHEET

E. A phasing plan including a schedule for installation under the Equipment Plan which will be integrated with the Transition Plan referenced in Section 2.3.4.7.

Assuming we are selected for the Advertising and Network Programming programs, the main transition team will consist of a Sr. Operations Manager, a Construction Consultant / Technical Representative, an Operations GM, a Sales GM, and a local Sales Manager. Seven sub-contractors consisting of Broadcast and Network Services, Technical Engineering and Design, Public Relations, Architectural Design, General Contractor, and Electrical Contractor will also be included. This team will also have the full support of engineering, design, accounting, graphics and administration from the Allentown corporate office.

Oversight of this team will be at the highest level by the VP's of Development, Operations, Finance, and Sales. They will oversee the design / permitting / install and sales launch of a capital investment in hardware / Infrastructure valued at over 4.4 million dollars and inclusive of 95 static signs and over 100 digital devices over the course of a 10-week period commencing from the time that permitting is completed.

A pre-construction meeting will be attended by all contractors to review the airport's requirements and guidelines. All contractors and their crew will be badged or escorted appropriately and meet all safety and security rules.

The Sr. Operations Manager and the Construction Consultant will work with CCA's local team and the airport to coordinate all details of equipment delivery and staging prior to the install beginning. The installation will commence upon the agreed upon date and will proceed as detailed in the Phasing and Transition schedules.



Teams consisting of all disciplines will work simultaneously during airport designated hours based on location and work description. The Network Programming transition will run in a typical manner to the foundation programming in that all site replacements will be done on a one-to-one basis. However, the timeline will be significantly lesser compared to the foundation program installation. Reference Phasing Plan for graphical representation of installation schedules.

Locations with existing displays will have the electrical service disconnected and the display will be dismantled and removed for disposal. If power is required for the new display it will be reconfigured and the new display will be installed and the electric will be re-energized along with any required data. Any repairs to wall or floor will be completed to match existing.

Locations with existing displays that will not be transitioned will have any electrical service disconnected and capped to meet code. The existing display will be removed and disposed of appropriately and any repairs to wall or floor will be completed to match existing.

Locations without existing advertising will have any necessary power and data pulled according to the permit. Fixtures and displays will be installed per construction documents detailing display type, anchoring methods, electrical and data requirements.

Upon the completion of the transition / build, a team consisting of the Sr. Operations Manager, an Operations GM, a Sales GM, and a local Sales Manager as well as the collections, accounting, graphics and administration team from the Allentown corporate office will remain to manage the market. All on-going maintenance, repairs, inventory management and releases, inspections, meetings with clients / agencies, sales presentations, content installation and removal will be facilitated by this team.

General Overview of Operational Procedures and Policies for CCA Transition Team Members Working at PHL:

In addition to any and all policies and procedures with which PHL may require strict compliance and which MUST be strictly adhered to at all times when working, the following general operational procedures shall apply at all times:

- All employees shall defer at ALL TIMES to the safety and convenience of passengers and employees at PHL.
- All personnel shall be SIDA badged or under escort by a SIDA badged employee when working at PHL.
- No work in public areas shall occur before 10 PM or after 6 AM (PHL to verify third shift hours).
- Any work occurring in public areas from 10 PM to 6 AM will still require 4' high plywood barricades and safety cones to ensure passenger safety.
- No shutdown of services of any kind shall occur without prior notification to and permission from PHL.
- CCA will have a working OSHA 30 Hour Certified superintendent onsite at all times when fixture removal or installation work is occurring in public areas at PHL. A 24/7 cell phone contact number for CCA superintendent will be provided to PHL.
- No hot work of any kind shall occur on this project.
- No flammable materials or solvents shall be utilized on this project.
- All employees shall wear Personal Protective Equipment on this project, including safety glasses, hard work boots, hard hat, when applicable, ANSI reflective vests at all times, and hearing protection when applicable.
- No third shift deliveries or vehicle staging of any kind shall be made on the roadways at PHL without prior submittal of detailed description of vehicle and license plate, driver's license, purpose of delivery or staging, duration of hours onsite, and PHL confirmation of approval. No PHL-approved scheduled vehicle on the roadways at PHL shall be left unattended at any time.
- No tools, hardware, fixtures or supplies shall be left unattended or open to the public at any time, regardless of whether the work area is sterile or unsecure.
- Any fixture removal/installation work or electric/data connection work occurring on the baggage devices in either terminal shall occur ONLY after the last flight is confirmed for that device, and PHL Operations has been notified that work is beginning on that device. No transport of old or new fixtures shall occur

on any baggage device without erecting a secure plywood / 2x4 bridge from the terminal floor to the deck of the baggage device, to ensure that no weight is transferred to the baggage blades, rollers or any other mechanical or structural components of the baggage conveyor. NO EXCEPTIONS, including personnel walking across the baggage blades!

- PHL MAY require Lock Out / Tag Out procedures when working below the deck of a baggage device removing/installing fixture bolts or making electrical/data connections. Verify before entering any device. Only SIDA badged and Confined Space-trained personnel may enter the below-deck area of a baggage device. Coordinate all baggage device entry with PHL Operations.
- No materials, including old fixtures being dismantled and new fixtures being installed, including construction equipment, tools, hardware or any other items shall be stored at PHL between work shifts.
- All work areas shall be thoroughly cleaned and inspected prior to the end of each shift. No debris of any kind shall be left between shifts.
- A Tool Box Safety Meeting shall be held each evening prior to start of shift.

As the incumbent advertising concessionaire at PHL, CCA not only has considerable geographic, operational/logistical and experiential advantages to offer PHL in the planning and implementation of an uneventful, non-disruptive, timely transition from the existing advertising program to the innovative, new digital program that CCA is proposing, their advantages would include:



- A full-time sales general manager, **Gwen Stokes** managing business and sales at PHL.
- A full-time operations manager, **Pablo Lopez Polar** managing all internal CCA operations at PHL. Pablo's participation in the transition management will be critical and invaluable in terms of hands-on knowledge of the existing and new programs.
- CCA has 100% ownership and control of the existing advertising fixtures being replaced. No coordination of schedules or side agreements between competing organizations with different agendas will be required during the transition to the new program. CCA's very experienced team will hit the ground running the moment the advertising concession is awarded.
- CCA has contracted with Karen Daroff from Daroff Designs Inc. Karen has worked on various projects within the terminal at PHL. Extensive design discussions involving CCA's creative team and the Daroff design team have resulted in a program that is finely attuned to PHL.
- The CCA transition team that will be disconnecting and removing the existing advertising fixtures and delivering/installing the proposed new advertising fixtures will consist of multiple local and national team members outlined within the team sections of the proposal along with CCA's on-staff project and operations team. All firms have, currently do, and will continue to play critical roles in maintaining the high quality of CCA's PHL program from the beginning of the contract through the redevelopment stages. No learning curve will be required for any member of the transition team.

- The same CCA team that will be handling the transition from the existing program to the new program has been actively involved in the design and planning of the new program. CCA's approach to the design of the new PHL advertising program was a process involving input from local architects who have performed design and construction work at PHL, CCA's creative staff, CCA's PHL general manager and operations staff. All parties provided input into the creative and practical considerations required for the design of a program that will seamlessly transition into place.
- Ownership of the existing advertising fixtures will allow CCA's team to perform a one-for-one change out of fixtures from old-to-new, simultaneously. As one part of the construction team is removing an old fixture, the new fixture proposed for that site will be IMMEDIATELY installed. No existing program fixture sites will be unoccupied at any time during the transition. No revenue-producing advertising locations will be unavailable at any time during the transition. Advertising clients in existing fixtures being removed each evening will be back on display by first flight the next morning.
- ALL members of the CCA-PHL transition team will attend the project kick-off meeting, any subsequent meetings during the design phase, and the pre-construction meeting at the conclusion of the design phase. This will ensure that all members have participated in all discussions with PHL staff and are ready to perform to meet and exceed PHL's expectations when construction begins.
- CCA will also have a full-time project manager, Dani Lamaestra, coordinating all aspects of the transition from the date the advertising concession is awarded until the project is completed. Tom Lee with Thomas Lee Consulting LLC (formerly with Advertisers Display & Exhibits, Inc. out of St. Louis, MO) will act as CCA's technical representative to PHL and all contractors and subcontractors from the date the advertising concession is awarded until the contract is complete. Tom Lee has been actively involved in the technical and logistical planning of CCA's response to this RFP, and will have 100% working knowledge of all items that have been proposed, including any conditions and comments added by PHL as design discussions continue.

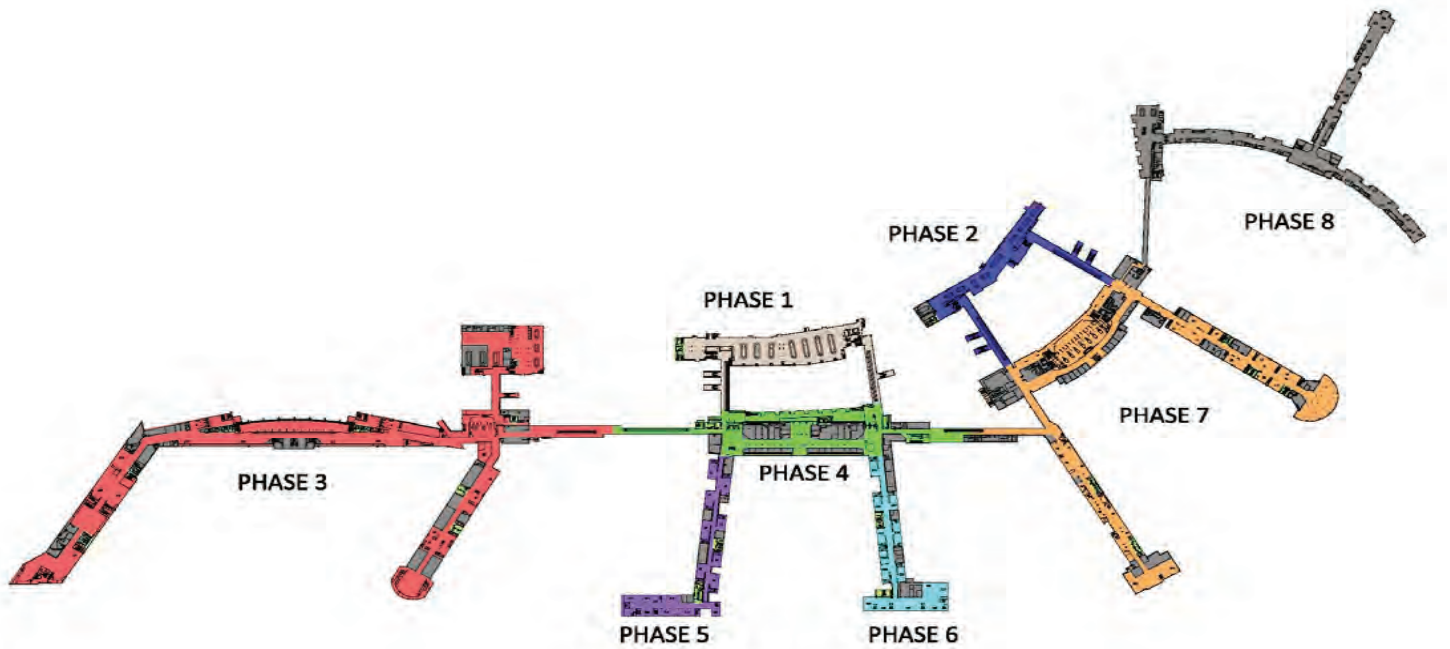
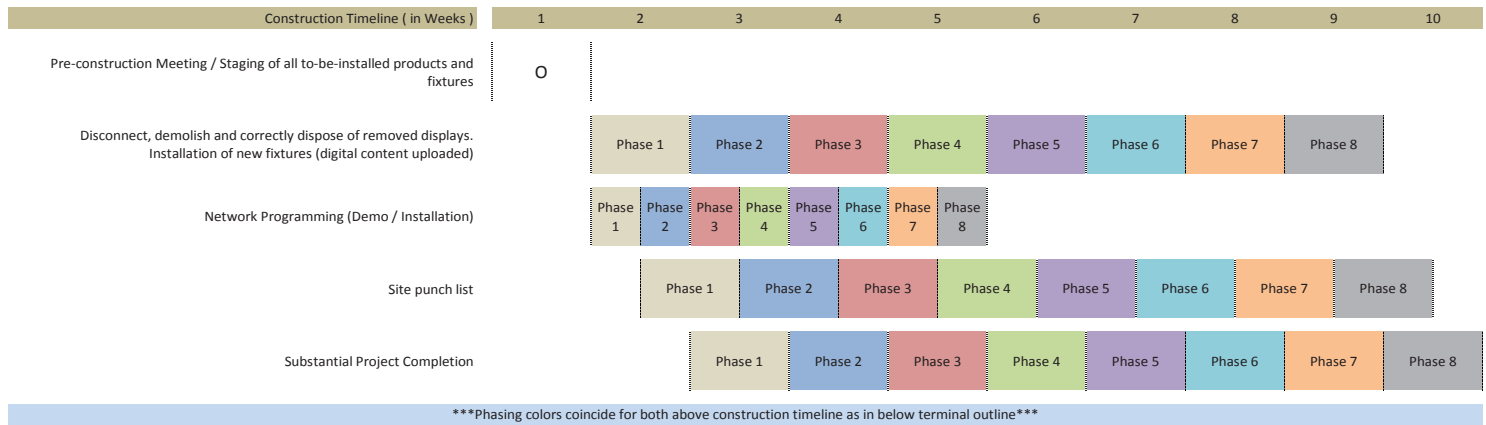


Assuming that the milestones outlined in CCA's Design Submission Schedule (included in this RFP response) are relatively accurate, a Proposed **Transition Schedule** would be as follows (all dates subject to adjustment to reflect actual PHL controlled dates and milestones):

Dates controllable by Clear Channel Airports (CCA) in Months	1	2	3	4	5	6	7	8	9	10	11
CCA will submit a preliminary program design package along with their response to issued RFP No C-101-12	O										
Preliminary program design package incorporating site floor plans, concept renderings and preliminary schematics including each displays finish schedule proposed in CCA's foundation program	O										
Dates controllable by Philadelphia International Airport (PHL) in Months	1	2	3	4	5	6	7	8	9	10	11
PHL issues written notification to CCA of acceptance of Final Negotiated Contract for RFP		O									
PHL issues comments and project requirements on CCA's preliminary proposal design package		O									
CCA re-submits corrected program design / construction package to PHL based on PHL comments and project requirements				O							
PHL responds with comments to CCA's construction submittal					O						
CCA submits revised design / construction package in response to PHL's comments					O						
PHL issuance of approval and/or additional comments for revision to CCA design and construction package						O					
Upon PHL acceptance of CCA's design and construction package / CCA to submit for construction permits						O					
Dates controllable by Clear Channel Airports (CCA) in Months	1	2	3	4	5	6	7	8	9	10	11
CCA selection of build and installation vendors to develop proposed project							O				
CCA to order equipment approved by airport / Project case construction begins							O				
City issues permits once code requirements are met in design							O				
Reference document "Phasing Plan for Install" for detailed installation construction timeline											
Pre-construction Meeting / Electrical and data rough-in work begin							O				
Start of project construction								O			
Old fixture demo and new fixture installation on a one-for-one basis with no unoccupied demolished locations at any time									O		
Substantial project completion. Post-construction meeting										O	
Inspection – punch list and project close-out.										O	

*** This is a projected timeline based on current information. Amendments may be applied if necessary due to un-foreseen events and/or city requirements***

PHASING PLAN FOR INSTALL



F. The total capital investment referenced in 5.1.1, of all improvements proposed for the advertising space and allocation of costs.

FOUNDATION										
Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
LOWER LEVEL TERMINAL A BAGGAGE CLAIM & BRIDGE										
A1-01	VERTICAL POSTER	S	\$1,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,000	\$0
A1-02	2 PEDESTAL DIORAMA	S	\$2,000	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	1	\$13,713	\$0
A1-03	2 PEDESTAL DIORAMA	S	\$2,000	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	1	\$13,713	\$0
A1-04	PHONE CENTER	T	\$20,000	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	\$50,000	\$10,500	\$70,575	1	\$90,575	\$60,500
A1-05	2-SIDED BAG DIORAMA	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
A1-06	3 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
A1-07	2-SIDED BAG DIORAMA	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
A1-08	3 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
A1-09	2-SIDED BAG DIORAMA	T	\$1,000	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,575	\$30,250
A1-10	NA	T	\$0	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$38,575	\$30,250
A1-11	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
A1-12	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
A1-13	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
TOTALS	STATIC ONLY	S	\$13,000		\$20,550	\$4,316	\$30,213	10	\$43,213	\$0
	TECH ONLY	T	\$21,000		\$100,000	\$21,000	\$147,725	3	\$168,725	\$121,000
	S/T COMBINED	S/T	\$34,000		\$120,550	\$25,316	\$177,938	13	\$211,938	\$121,000
SECOND LEVEL TERMINAL A										
A2-01	4 DIORAMAS	S	\$2,000	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	4	\$15,100	\$0
A2-02	2 DIORAMAS & 1 SPECTACULAR	S	\$2,200	WALL MOUNT 7X11 LED TFD	\$12,000	\$2,520	\$16,775	1	\$18,975	\$0
A2-03	DIORAMA	S	\$500	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	1	\$3,775	\$0
A2-04	DIORAMA	S	\$500	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	1	\$3,775	\$0
A2-05	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
A2-06	4 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	4	\$8,000	\$0
A2-07	DIORAMA	S	\$500	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	1	\$3,775	\$0
A2-08	5 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	5	\$10,000	\$0
A2-09	2 DIORAMAS	S	\$1,000	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	2	\$7,550	\$0
A2-10	2 DIORAMAS	S	\$1,000	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	2	\$7,550	\$0
A2-11	5 DIORAMAS	S	\$2,000	REMOVE ONLY	\$0	\$0	\$0	5	\$10,000	\$0

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
A2-12	DIORAMA	S	\$500	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	1	\$3,775	\$0
A2-13	DIORAMA	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
A2-14	3 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	3	\$6,000	\$0
A2-15	DIORAMA	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
A2-16	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	2	\$4,000	\$0
A2-17	3 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	3	\$6,000	\$0
A2-18	NA	S	\$0	WALL MOUNT TFD (CLIENT CAP)	\$0	\$0	\$0	1	\$0	\$0
A2-20	NA	S	\$0	WALL MOUNT TFD (CLIENT CAP)	\$0	\$0	\$0	1	\$0	\$0
A2-21	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
A2-22	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
TOTALS	STATIC ONLY	S	\$26,200		\$26,000	\$5,460	\$39,700	40	\$114,275	\$0
	TECH ONLY	T	\$0		\$0	\$0	\$0	2	\$0	\$0
	S/T COMBINED	S/T	\$26,200		\$26,000	\$5,460	\$39,700	42	\$114,275	\$0
LOWER LEVEL TERMINAL B-C BAG CLAIM & BRIDGES										
BC1-01	PEDESTAL DIORAMA	S	\$750	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$22,513	1	\$23,263	\$0
BC1-02	4 PEDESTAL DIORAMAS	S	\$4,350	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$22,513	1	\$26,863	\$0
BC1-03	2 PEDESTAL DIORAMAS	S	\$1,500	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$24,925	\$0
BC1-04	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
BC1-05	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
BC1-06	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
BC1-07	NA	S	\$0	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$23,425	\$0
BC1-08	3 PEDESTAL DIORAMAS	S	\$4,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$4,500	\$0
BC1-09	PHONE CENTER	T	\$20,000	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	\$50,000	\$10,500	\$70,575	1	\$90,575	\$60,500
BC1-10	DIORAMA	S	\$1,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,000	\$0
BC1-11	SPECTACULAR	S	\$1,200	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$22,513	1	\$23,713	\$0
BC1-12	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
BC1-13	SPECTACULAR	S	\$2,200	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,200	\$0
BC1-14	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
BC1-15	3-SIDED REVOLVING DIORAMA	T	\$1,000	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,575	\$30,250
BC1-16	3-SIDED REVOLVING DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
BC1-17	3-SIDED REVOLVING DIORAMA	T	\$1,000	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,575	\$30,250

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
BC1-18	SPECTACULAR	S	\$2,200	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,200	\$0
BC1-19	3-SIDED REVOLVING DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
BC1-20	3-SIDED REVOLVING DIORAMA	T	\$1,000	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,575	\$30,250
BC1-21	3-SIDED REVOLVING DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
BC1-22	SPECTACULAR	S	\$1,200	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$22,513	1	\$23,713	\$0
BC1-23	3-SIDED REVOLVING DIORAMA	T	\$1,000	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,575	\$30,250
BC1-24	PHONE CENTER	T	\$20,000	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	\$50,000	\$10,500	\$70,575	1	\$90,575	\$60,500
BC1-25	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
BC1-27	2 MINI-SPECTACULARS	S	\$2,400	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$25,825	\$0
BC1-28	2 PEDESTAL DIORAMAS	S	\$3,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$3,000	\$0
BC1-29	2 PEDESTAL DIORAMAS	S	\$3,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$3,000	\$0
BC1-30	2 PEDESTAL DIORAMAS	S	\$1,500	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$24,925	\$0
BC1-31	2 PEDESTAL DIORAMAS	S	\$3,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$3,000	\$0
BC1-32	2 PEDESTAL DIORAMAS	S	\$1,500	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$22,513	2	\$46,525	\$0
BC1-33	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
BC1-34	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
BC1-35	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
BC1-36	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
BC1-37	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
BC1-38	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
TOTALS	STATIC ONLY	S	\$43,800		\$122,350	\$25,694	\$172,988	33	\$286,150	\$0
	TECH ONLY	T	\$44,000		\$200,000	\$42,000	\$295,450	9	\$339,450	\$242,000
	S/T COMBINED	S/T	\$87,800		\$322,350	\$67,694	\$468,438	42	\$625,600	\$242,000
SECOND LEVEL CONCOURSE B - CENTER CORE - CONCOURSE C										
CONCOURSE C										
BC2-01	SPECTACULAR	S	\$2,200	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,200	\$0
BC2-02	SPECTACULAR	S	\$2,200	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,200	\$0
BC2-03	FID	T	\$2,500	RELOCATE TOP CTR SCREENS TO BOTTOM CTR AREA - TOP CTR SCREEN = 70" LCD	\$15,500	\$3,255	\$24,000	1	\$26,500	\$18,755
BC2-04	NA	S	\$0	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$24,138	1	\$24,138	\$0
BC2-05	FREE-CHARGE STATION	S	\$1,000	(2) FREE-CHARGE MOUNT LED DIORAMAS	\$4,500	\$945	\$6,650	2	\$14,300	\$0
BC2-06	PEDESTAL DIORAMA	S	\$750	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$24,138	1	\$24,888	\$0

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
BC2-07	NA	S	\$6,000	WALL MOUNT 7X11 LED TFD	\$11,500	\$2,415	\$16,100	1	\$22,100	\$0
BC2-08	PEDESTAL DIORAMA	S	\$750	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	1	\$12,463	\$0
BC2-09	PEDESTAL DIORAMA	S	\$750	POST MOUNT LED DIORAMA W/ OPTIONAL EXHIBIT SPACE	\$8,250	\$1,733	\$11,713	1	\$12,463	\$0
BC2-10	DIORAMA	S	\$1,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,000	\$0
BC2-11	DIORAMA	S	\$1,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,000	\$0
BC2-12	5 DIORAMAS	S	\$1,000	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	3	\$10,825	\$0
BC2-13	DIORAMA	S	\$1,000	REMOVE ONLY	\$0	\$0	\$0	1	\$1,000	\$0
BC2-14	SOFFIT WRAP	T	\$2,000	2-PANEL HIGH X 4-PANEL WIDE VIDEO WALL	\$72,000	\$28,800	\$128,355	1	\$130,355	\$100,800
CONCOURSE B										
BC2-15	SPECTACULAR	S	\$2,200	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,200	\$0
BC2-16	FID	T	\$2,500	RELOCATE TOP CTR SCREENS TO BOTTOM CTR AREA - TOP CTR SCREEN = 70" LCD	\$15,500	\$3,255	\$24,000	1	\$26,500	\$18,755
BC2-17	NA	S	\$0	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$24,138	1	\$24,138	\$0
BC2-18	PEDESTAL DIORAMA	S	\$750	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$24,138	1	\$24,888	\$0
BC2-19	NA	S	\$0	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$12,538	1	\$12,538	\$0
BC2-20	FREE-CHARGE STATION	S	\$0	(2) FREE-CHARGE MOUNT LED DIORAMAS	\$4,500	\$945	\$6,650	2	\$13,300	\$0
BC2-21	PEDESTAL DIORAMA	S	\$750	POST MOUNT LED DIORAMA W/ OPTIONAL EXHIBIT SPACE	\$8,250	\$1,733	\$11,713	1	\$12,463	\$0
BC2-22	NA	S	\$6,000	WALL MOUNT 7X11 LED TFD	\$11,500	\$2,415	\$16,100	1	\$22,100	\$0
BC2-23	PEDESTAL DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
BC2-24	5 DIORAMAS	S	\$3,000	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	3	\$12,825	\$0
BC2-25	SOFFIT WRAP	T	\$2,000	2-PANEL HIGH X 4-PANEL WIDE VIDEO WALL	\$72,000	\$28,800	\$128,355	1	\$130,355	\$100,800
CENTER CORE										
BC2-26	FREE-CHARGE STATION	S	\$0	RELOCATE STATION / REPLACE WRAP WITH 4-SIDED TFD	\$1,200	\$500	\$1,748	1	\$1,748	\$0
BC2-27	NA	T	\$0	4 SYNCHRONIZED 55" VERTICAL LCD SCREENS INTEGRATED INTO COLUMN WITH THEMED SURROUNDS	\$10,500	\$2,205	\$18,300	4	\$73,200	\$50,820
BC2-28	VERTICAL POSTER	S	\$500	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,475	1	\$3,975	\$0
BC2-29	4 VERTICAL POSTERS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
BC2-30	FREE-CHARGE STATION	S	\$0	RELOCATE STATION / REPLACE WRAP WITH 4-SIDED TFD	\$1,200	\$500	\$1,748	1	\$1,748	\$0
BC2-31	VERTICAL POSTER	S	\$500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$500	\$0
BC2-32	NA	T	\$0	4 SYNCHRONIZED 55" VERTICAL LCD SCREENS INTEGRATED INTO COLUMN WITH THEMED SURROUNDS	\$10,500	\$2,205	\$18,300	4	\$73,200	\$50,820
BC2-33	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
BC2-34	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
BC2-35	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
BC2-36	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
BC2-37	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
TOTALS	STATIC ONLY	S	\$34,850		\$138,400	\$29,560	\$203,246	32	\$264,496	\$0
	TECH ONLY	T	\$9,000		\$196,000	\$68,520	\$341,310	17	\$460,110	\$340,750
	S/T COMBINED	S/T	\$43,850		\$334,400	\$98,080	\$544,556	49	\$724,606	\$340,750
LOWER LEVEL TERMINAL D-E BAG CLAIM & BRIDGES										
DE1-01	4 PEDESTAL DIORAMAS	S	\$3,900	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$22,513	2	\$48,925	\$0
DE1-02	2 PEDESTAL DIORAMAS	S	\$3,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$3,000	\$0
DE1-03	2 PEDESTAL DIORAMAS	S	\$1,500	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$24,925	\$0
DE1-04	2 PEDESTAL DIORAMAS	S	\$3,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$3,000	\$0
DE1-05	2 MINI-SPECTACULARS	S	\$2,400	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$25,825	\$0
DE1-06	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
DE1-07	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
DE1-08	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
DE1-09	PHONE CENTER	T	\$20,000	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	\$50,000	\$10,500	\$70,575	1	\$90,575	\$60,500
DE1-10	SPECTACULAR	S	\$2,200	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,200	\$0
DE1-11	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
DE1-12	DIORAMA	S	\$1,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,000	\$0
DE1-13	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
DE1-14	PHONE CENTER	T	\$20,000	VIC (3) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	\$50,000	\$10,500	\$70,575	1	\$90,575	\$60,500
DE1-15	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
DE1-16	2 DIORAMAS - 1 SPEC	S	\$4,200	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$4,200	\$0
DE1-17	2-SIDED BAG DIORAMA	T	\$1,000	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,575	\$30,250
DE1-18	NA	T	\$0	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$38,575	\$30,250
DE1-19	NA	T	\$0	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$38,575	\$30,250
DE1-20	2-SIDED BAG DIORAMA	T	\$1,000	DECK MOUNT DBL-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,575	\$30,250
DE1-21	2-SIDED BAG DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
DE1-22	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
DE1-23	PEDESTAL DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
DE1-24	2 PEDESTAL DIORAMAS	S	\$3,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$3,000	\$0
DE1-25	2 PEDESTAL DIORAMAS	S	\$1,500	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$24,925	\$0

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
DE1-26	3 PEDESTAL DIORAMAS	S	\$4,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$4,500	\$0
DE1-27	3 PEDESTAL DIORAMAS	S	\$2,750	POST MOUNT 7X11 LED TFD	\$16,250	\$3,413	\$22,513	2	\$47,775	\$0
DE1-28	NA	S	\$0	WALL MOUNT LED DIORAMA	\$5,500	\$1,155	\$8,550	1	\$8,550	\$0
DE1-29	NA	S	\$0	WALL MOUNT LED DIORAMA	\$5,500	\$1,155	\$8,550	1	\$8,550	\$0
DE1-30	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
DE1-31	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
DE1-32	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (APPROX SIZE 12'X3')	\$1,350	\$284	\$2,263	1	\$2,263	\$0
DE1-33	NA	S	\$0	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$23,425	\$0
DE1-34	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
DE1-35	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
TOTALS	STATIC ONLY	S	\$43,950		\$84,600	\$17,766	\$122,550	33	\$258,375	\$0
	TECH ONLY	T	\$42,000		\$200,000	\$42,000	\$295,450	8	\$337,450	\$242,000
	S/T COMBINED	S/T	\$85,950		\$284,600	\$59,766	\$418,000	41	\$595,825	\$242,000
SECOND LEVEL TERMINAL D & E										
DE2-01	MONSTER MEDIA	T	\$0	LOCATION ENHANCEMENT	\$20,000	\$0	\$20,000	1	\$20,000	\$0
DE2-02	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
DE2-03	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
DE2-04	NA	T	\$0	POST MOUNT 70" LCD	\$20,500	\$8,200	\$36,695	1	\$36,695	\$28,700
DE2-05	NA	T	\$0	POST MOUNT 70" LCD	\$20,500	\$8,200	\$36,695	1	\$36,695	\$28,700
DE2-06	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
DE2-07	NA	S	\$0	WALL MOUNT 7X11 LED TFD	\$12,000	\$2,520	\$17,975	1	\$17,975	\$0
DE2-08	2 DIORAMAS	S	\$1,000	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	2	\$7,550	\$0
DE2-09	2 DIORAMAS	S	\$1,000	WALL MOUNT 7X11 LED TFD	\$12,000	\$2,520	\$17,975	1	\$18,975	\$0
DE2-10	1 DIORAMA	S	\$1,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,000	\$0
DE2-11	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
DE2-12	FREE-CHARGE STATION	S	\$1,000	(2) FREE-CHARGE MOUNT LED DIORAMAS	\$4,500	\$945	\$6,650	2	\$14,300	\$0
DE2-13	FREE-CHARGE STATION	S	\$7,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$7,500	\$0
DE2-14	PEDESTAL DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
DE2-15	FREE-CHARGE STATION	S	\$5,000	NEW FREE-CHARGE STATION W/ (2) FREE-CHARGE MOUNT LED DIORAMAS	\$19,000	\$3,990	\$26,225	1	\$31,225	\$0
DE2-16	PEDESTAL DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
DE2-17	PEDESTAL DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
DE2-18	PEDESTAL DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
DE2-19	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
DE2-20	PEDESTAL DIORAMA	S	\$1,500	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,500	\$0
DE2-21	NA	S	\$0	WALL MOUNT 7X11 LED TFD	\$12,000	\$2,520	\$17,975	2	\$35,950	\$0
DE2-22	N/A	S	\$0	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	2	\$6,550	\$0
DE2-23	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
DE2-24	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
DE2-25	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
DE2-26	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
DE2-27	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
DE2-28	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
DE2-29	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
DE2-30	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
TOTALS	STATIC ONLY	S	\$30,000		\$63,500	\$13,335	\$93,350	23	\$154,525	\$0
	TECH ONLY	T	\$0		\$61,000	\$16,400	\$93,390	11	\$93,390	\$57,400
	S/T COMBINED	S/T	\$30,000		\$124,500	\$29,735	\$186,740	34	\$247,915	\$57,400
TERMINAL F										
F1-01	4 DIORAMAS	S	\$4,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$4,000	\$0
F1-02	2 DIORAMAS	S	\$1,000	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	1	\$4,275	\$0
F1-03	DIORAMA	S	\$500	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	1	\$3,775	\$0
F1-04	2 DIORAMAS	S	\$2,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$2,000	\$0
F1-05	2 DIORAMAS	S	\$1,000	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	2	\$7,550	\$0
F1-06	2 DIORAMAS	S	\$1,000	WALL MOUNT 7X11 LED TFD	\$11,500	\$2,415	\$17,250	1	\$18,250	\$0
F1-07	DIORAMA	S	\$500	WALL MOUNT LED DIORAMA	\$2,000	\$420	\$3,275	1	\$3,775	\$0
F1-08	3 DIORAMAS	S	\$1,500	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$1,500	\$0
F1-09	FREE-CHARGE STATION	S	\$1,000	(2) FREE-CHARGE MOUNT LED DIORAMAS	\$4,500	\$945	\$6,650	2	\$14,300	\$0
F1-10	3 DIORAMAS	S	\$1,500	WALL MOUNT 7X11 LED TFD	\$11,500	\$2,415	\$17,250	1	\$18,750	\$0
F1-11	DIORAMA	S	\$1,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$1,000	\$0
F1-12	4 DIORAMAS	S	\$4,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$4,000	\$0
F1-13	4 DIORAMAS ON MEZZANINE	S	\$4,000	REMOVE & RESTORE ONLY	\$0	\$0	\$0	1	\$4,000	\$0
F1-14	NA	T	\$500	DECK MOUNT SINGLE-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,075	\$30,250

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
F1-15	NA	T	\$500	DECK MOUNT SINGLE-SIDED 70" LCD	\$25,000	\$5,250	\$38,575	1	\$39,075	\$30,250
F1-16	NA	T	\$0	VIC (2) DSC3 TOUCHSCREEN KIOSK UNITS WITH INFO HEADER	\$35,000	\$7,350	\$50,325	1	\$50,325	\$42,350
F1-17	NA	S	\$0	POST MOUNT LED DIORAMA	\$8,250	\$1,733	\$11,713	2	\$23,425	\$0
F1-18	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
F1-19	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
F1-20	FID BANK	T	\$0	FID INTEGRATION	\$0	\$0	\$0	1	\$0	\$0
TOTALS	STATIC ONLY	S	\$23,000		\$43,750	\$9,188	\$65,963	17	\$110,600	\$0
	TECH ONLY	T	\$1,000		\$85,000	\$17,850	\$127,475	6	\$128,475	\$102,850
	S/T COMBINED	S/T	\$24,000		\$128,750	\$27,038	\$193,438	23	\$239,075	\$102,850
GRAND TOTALS (Foundation Plan)										
TOTALS	STATIC ONLY	S	\$214,800		\$499,150	\$105,318	\$728,009	188	\$1,231,634	\$0
	TECH ONLY	T	\$117,000		\$842,000	\$207,770	\$1,300,800	56	\$1,527,600	\$1,106,000
	S/T COMBINED	S/T	\$331,800		\$1,341,150	\$313,088	\$2,028,809	244	\$2,759,234	\$1,106,000
OD-01 thru OD-03	Outdoor Banner Upgrade				\$25,000		\$25,000	3	\$75,000	\$0
MISC	Project Engineering Submittals				\$58,705		\$58,705	1	\$58,705	\$0
MISC	Project Management				\$30,000		\$30,000	1	\$30,000	\$28,000
MISC	Tech Management				\$84,000		\$84,000	1	\$84,000	\$57,220
PROJECT GRAND TOTAL			\$331,800		\$1,341,150	\$313,088	\$2,028,809	244	\$3,006,939	\$1,191,220

OPTIONAL/ALTERNATIVE PLAN

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
OPT-01	NA	S	\$0	BAG CAROUSEL WRAPS	\$0	\$0	\$0	14	\$0	\$0
OPT-02	NA	S	\$0	COLUMN WRAPS	\$0	\$0	\$0	4	\$0	\$0
OPT-03	NA	S	\$0	COLUMN WRAPS	\$0	\$0	\$0	4	\$0	\$0
OPT-04	NA	S	\$0	COLUMN WRAPS	\$0	\$0	\$0	6	\$0	\$0
OPT-05	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-06	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-07	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-08	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-09	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-10	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-11	NA	S	\$0	CUSTOM DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-12	NA	T	\$0	DIGITAL DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-13	NA	T	\$0	DIGITAL DEVELOPMENT	\$0	\$0	\$0	1	\$0	\$0
OPT-14	NA	S	\$0	EXHIBIT SPACE	\$0	\$0	\$0	1	\$0	\$0
OPT-15	NA	S	\$0	EXHIBIT SPACE	\$0	\$0	\$0	1	\$0	\$0
OPT-16	NA	S	\$0	EXHIBIT SPACE	\$0	\$0	\$0	1	\$0	\$0
OPT-17	NA	S	\$0	EXHIBIT SPACE	\$0	\$0	\$0	1	\$0	\$0
OPT-18	NA	S	\$0	EXPERIENTIAL AMBIENT SPACE	\$0	\$0	\$0	1	\$0	\$0
OPT-19	NA	S	\$0	TENSION FABRIC DISPLAY ON SOFFIT (8X10)	\$0	\$0	\$0	1	\$0	\$0
OPT-20	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	\$0	\$0	\$0	6	\$0	\$0
OPT-21	NA	S	\$0	SINGLE-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	\$0	\$0	\$0	1	\$0	\$0
OPT-22	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	\$0	\$0	\$0	1	\$0	\$0
OPT-23	NA	S	\$0	DBL-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	\$0	\$0	\$0	1	\$0	\$0
OPT-24	NA	S	\$0	SINGLE-SIDED HANGING TENSION FABRIC BANNER SYSTEM (8X10 WAYFINDING)	\$0	\$0	\$0	1	\$0	\$0
OPT-25	NA	S	\$0	WINDOW CLINGS	\$0	\$0	\$0	1	\$0	\$0
OPT-26	NA	S	\$0	WINDOW CLINGS	\$0	\$0	\$0	1	\$0	\$0

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
OPT-27	NA	S	\$0	WINDOW CLINGS	\$0	\$0	\$0	1	\$0	\$0
OPT-28	NA	S	\$0	WINDOW CLINGS	\$0	\$0	\$0	1	\$0	\$0
OPT-29	NA	S	\$0	WINDOW CLINGS	\$0	\$0	\$0	1	\$0	\$0
OPT-30	NA	S	\$0	WINDOW CLINGS	\$0	\$0	\$0	1	\$0	\$0
OPT-31	NA	S	\$0	WALL WRAPS	\$0	\$0	\$0	1	\$0	\$0
OPT-32	NA	S	\$0	WALL WRAPS	\$0	\$0	\$0	1	\$0	\$0
EQUIPMENT PLAN : OPTIONAL / ALTERNATIVE PLAN (AMI)										
OPT-33	NA	O	\$0	AMI SPONSORSHIP AND EXPERIENTIAL MARKETING	\$0	\$0	\$0	1	\$0	\$0
EQUIPMENT PLAN : OPTIONAL / ALTERNATIVE PLAN (JETWAYS)										
OPT-34	NA	S	\$0	INTERIOR AND EXTERIOR JETBRIDGE WRAPS	\$0	\$0	\$0	110	\$0	\$0
EQUIPMENT PLAN : OPTIONAL / ALTERNATIVE PLAN (MIRRUS)										
OPT-35	NA	S	\$0	DIGITAL RESTROOM MIRROR	\$0	\$0	\$0	20	\$0	\$0
OPT-36	NA	S	\$0	DIGITAL RESTROOM MIRROR	\$0	\$0	\$0	20	\$0	\$0
OPT-37	NA	S	\$0	DIGITAL RESTROOM MIRROR	\$0	\$0	\$0	30	\$0	\$0
OPT-38	NA	S	\$0	DIGITAL RESTROOM MIRROR	\$0	\$0	\$0	30	\$0	\$0
EQUIPMENT PLAN : OPTIONAL / ALTERNATIVE PLAN (AIRPORT WEBSITE ADVERTISING / SPONSORSHIP)										
OPT-39	NA	S	\$0	AIRPORT WEBSITE ADVERTISING / SPONSORSHIP	\$0	\$0	\$0	1	\$0	\$0
TOTALS	STATIC ONLY	S	\$0		\$0	\$0	\$0	271	\$0	\$0
	TECH ONLY	T	\$0	\$0	\$0	\$0	\$0	2	\$0	\$0
	S/T COMBINED	S/T	\$0		\$0	\$0	\$0	273	\$0	\$0
GRAND TOTALS (Optional / Alternative Plan)										
TOTALS	STATIC ONLY	S	\$0		\$0	\$0	\$0	271	\$0	\$0
	TECH ONLY	T	\$0		\$0	\$0	\$0	2	\$0	\$0
	S/T COMBINED	S/T	\$0		\$0	\$0	\$0	273	\$0	\$0
PROJECT GRAND TOTAL			\$0		\$0	\$0	\$0	273	\$0	\$0

NETWORK PROGRAMMING PLAN

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
NW-01	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-02	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-03	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-04	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-05	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-06	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-07	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-08	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-09	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-10	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-11	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-12	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-13	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-14	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-15	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-16	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-17	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-18	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-19	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
NW-20	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-21	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-22	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-23	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-24	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-25	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-26	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-27	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-28	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-29	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-30	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-31	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-32	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-33	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-34	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-35	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-36	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-37	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-38	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-39	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$3,650
NW-40	Existing Broadcast Monitor	T	\$300	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,150	\$500	\$3,800	1	\$4,100	\$4,650
NW-41	NA	T	\$0	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,650	\$1,000	\$4,800	1	\$4,800	\$4,650
NW-42	NA	T	\$0	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,650	\$1,000	\$4,800	1	\$4,800	\$4,650
NW-43	NA	T	\$0	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,650	\$1,000	\$4,800	1	\$4,800	\$4,650
NW-44	NA	T	\$0	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,650	\$1,000	\$4,800	1	\$4,800	\$4,650

Map Identifier	Old Fixture Type	S/T	Demo Old Fixture	New Fixture Type	New Fixture Cost	Labor	Total Per Loc.	Qty of Units	Initial Capital	Mid-Term Capital
NW-45	NA	T	\$0	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,650	\$1,000	\$4,800	1	\$4,800	\$4,650
NW-46	NA	T	\$0	46" Samsung LCD / Attachment Bracket (reference vendor quote for additional product details)	\$3,650	\$1,000	\$4,800	1	\$4,800	\$4,650
TOTALS	STATIC ONLY	S	\$0		\$0	\$0	\$0	0	\$0	\$54,100
	TECH ONLY	T	\$12,000		\$147,900	\$26,000	\$180,800	46	\$192,800	\$13,950
	S/T COMBINED	S/T	\$12,000		\$147,900	\$26,000	\$180,800	46	\$192,800	\$68,050
GRAND TOTALS (Network Programming Plan)										
TOTALS	STATIC ONLY	S	\$0		\$0	\$0	\$0	0	\$0	\$54,100
	TECH ONLY	T	\$12,000		\$147,900	\$26,000	\$180,800	46	\$192,800	\$13,950
	S/T COMBINED	S/T	\$12,000		\$147,900	\$26,000	\$180,800	46	\$192,800	\$68,050
MISC	NETWORK				\$70,431		\$70,431	1	\$70,431	\$56,950
PROJECT GRAND TOTAL			\$12,000		\$147,900	\$26,000	\$180,800	46	\$263,231	\$125,000



G. The structure, content and all pertinent information related to the network programming and advertising services plan.

ClearVision's short-form programming strategy has been perfected to provide airline travelers with compelling content that is entertaining, informational and educational – from shows on the highest-rated broadcast and cable networks to local news, sports and weather. ClearVision has incorporated the TV programming needs, wants and desires of top airport operators into a solution that takes on-site branding to the next level. By creating a customized TV station within the airport environment, we can bring Philadelphia International Airport – PHL TV – a new marketing tool that can target, reach and engage a world on-the-go.



Our platform will also allow for a data feed from the airport's BID/FID system. This can then call-up relevant content, messaging and advertising in real time. Possible usage would include messaging for special concession promotions when there are flight delays of a certain length or an ad targeting only specific flights in specific gates or the call-up of longer or more relevant content when numerous delays might occur. Ads could also run just a single afternoon or morning. All sorts of day parting or event based scenarios become available that add great value to your advertising program, concessions and messaging/communications.

The most exciting part of our platform is the ability to broadcast the content on both LCDs and mobile devices. This means passengers will be able to watch the PHL TV network on the provided LCDs at their gates or on their iPad or other device anywhere in the Airport. CCA recognizes that smart phones, digital tablets, and laptops are integrated into passengers' lives. With this in view we have designed our program to grow with the needs of individual passengers and their preferred media type. At the same time we are able to wrap each passenger in to the blanket of a cohesive ad program that is attractive to key national advertisers. Using this approach will put PHL at the forefront of technology!



Acquiring and licensing program content will be accomplished through the experience and deep relationships our partners at ConnectiVision have developed in the television industry. Once content is licensed it will then be edited for duration and content. This process will craft an easy to digest two to ten minute "minisode" from a standard 20 minute television episode. Creating minisodes allows us to entertain and inform a public on-the-go. Along with minisodes from the best of prime time, local sports, local and national news

and weather and City and Airport messaging is a key ingredient to PHL TV. Weaving the Philadelphia community into the programming schedule will create a sense of place, showcasing Philadelphia and turning passengers into visitors. To populate this portion of the programming we have incorporated people that know Philadelphia best, the local network affiliates. Under our affiliate model PHL passengers will be able to relax at their gate and watch each play just as if they were at the Link!



Using broadcast video programming means the ClearVision network would be based on a scheduled content model rather than a standard ad loop. To help envision this concept we have included a grid of how content could be scheduled on the proposed system. The following schedule was created based on what we believe will be an engaging and mix of content for travelers based on the times of day. We are completely flexible and open to working with PHL to modify and customize this schedule once we are selected and before

programming is started – after all it is your custom TV with all the control and flexibility that entails. It is our belief that this program will continually evolve based on advertiser and passenger feedback and a deeper study of the types of passengers moving through the terminals during the different times of day. Seasonal Philadelphia sports programming will modify this schedule as needed.

ClearVision PHL Sample Program Schedule

MORNING PROGRAMS

6:00-7:00	Good Morning America 4:20	Local Weather :15	Electric Company 2:00	Ad Spot 1:30	The Early Show 4:20	Ad Spot 1:00	Local News Update 1:30	Airport & City Promo :30	The Doctors 4:20	Ad Spot 1:00	Ad Spot 1:00	Fit Tip 1:00	Today Show 4:20	Wild Kratts 2:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Access Hollywood :30
6:00-7:00 Cont.	Imax Movie clip "Beavers" 2:00	Local Weather :15	Sid the Science Kid 2:00	Ad Spot 1:30	Dr. Oz 2:00	Ad Spot 1:00	Local News Update 1:30	Airport & City Promo :30	Rachael Ray 3:00	Ad Spot 1:00	Ad Spot 1:00	Early Show 4:20	Pajaniamals 2:00	CNBC News :30	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Ad Spot :30
7:00-8:00	Today Show 4:20	Local Weather :15	VH1 News 1:30	Ad Spot 1:30	MoneyWatch 1:30	Ad Spot 1:00	Local News Update 1:30	Airport & City Promo :30	Early Show 4:20	Ad Spot 1:00	Ad Spot 1:00	Cat in the Hat 1:00	The Doctors 4:20	Good Morning America 4:20	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Ad Spot :30
7:00-8:00 Cont.	GenConnect Health 1:30	Local Weather :15	Early Show 4:20	Ad Spot 1:30	Dinosaur Train 2:00	Ad Spot 1:00	Local News Update 1:30	Airport & City Promo :30	NewsProNet Main Street 2:00	Ad Spot 1:00	Ad Spot 1:00	Why it Crackles 2:00	Fit Tip 1:00	Rachael Ray 3:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	El News :30
8:00-9:00	Dr. Oz 2:00	Local Weather :15	Good Morning America 4:20	Ad Spot 1:30	Nate Berkus 2:00	Ad Spot 1:00	Price is Right 2:00	Airport & City Promo :30	The Talk 3:00	Ad Spot 1:00	Ad Spot 1:00	The View 4:20	Regis&Kelly 4:20	Access Hollywood :30	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	CNBC News :30
8:00-9:00 Cont.	Rachael Ray 2:00	Local Weather :15	CNBC News :30	Ad Spot 1:30	The Chew 3:00	Ad Spot 1:00	GenConnect Health 1:30	Airport Promotion :30	MoneyWatch 1:30	Ad Spot 1:00	Ad Spot 1:00	NewsProNet Health Day 2:00	Today Show 4:20	Sid the Science Kid 2:00	Local Sports 1:30	Ad Spot 1:00	Airport Promotion :30	Ad Spot 1:00	Ad Spot :30
9:00-10:00	Regis&Kelly 4:20	Local Weather :15	El News :30	Ad Spot 1:30	Thinking Green 1:00	Ad Spot 1:00	Minute to Win It 3:00	Airport & City Promo :30	The Doctors 4:20	Ad Spot 1:00	Ad Spot 1:00	Electric Company 2:00	Imax Movie clip "Ultimate Wave" 2:00	The Chew 3:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Ad Spot :30
9:00-10:00 Cont.	The Doctors 4:20	Local Weather :15	GenConnect Career 1:30	Ad Spot 1:30	The Talk 3:00	Ad Spot 1:00	Today Show 4:20	Airport & City Promo :30	Dinosaur Train 2:00	Ad Spot 1:00	Ad Spot 1:00	Dr. Oz 2:00	Rachael Ray 3:00	Price is Right 2:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	VH1 News :30
10:00-11:00	The View 4:20	Local Weather :15	Nate Berkus 2:00	Ad Spot 1:30	Pajaniamals 2:00	Ad Spot 1:00	Rachael Ray 3:00	Airport & City Promo :30	Minute to Win It 3:00	Ad Spot 1:00	Ad Spot 1:00	The Chew 3:00	CNBC News :30	Today Show 4:20	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Ad Spot :30
10:00-11:00 Cont.	MoneyWatch 1:30	Local Weather :15	NewsProNet Main Street 2:00	Ad Spot 1:30	Dr. Oz 2:00	Ad Spot 1:00	Good Morning America 4:20	Airport & City Promo :30	Why it Crackles 2:00	Ad Spot 1:00	Ad Spot 1:00	Dr. Phil 4:20	Access Hollywood :30	Nate Berkus 2:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	El News :30
11:00-12:00	Minute to Win It 3:00	Local Weather :15	The Doctors 4:20	Ad Spot 1:30	Imax Movie clip 4:20	Ad Spot 1:00	Thinking Green 1:00	Airport & City Promo :30	GenConnect Health 1:30	Ad Spot 1:00	Ad Spot 1:00	The Early Show 4:20	CNBC News :30	El News :30	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	The Talk 3:00
11:00-12:00 Cont.	Today Show 4:20	Local Weather :15	Dr. Phil 4:20	Ad Spot 1:30	Price is Right 2:00	Ad Spot 1:00	The Chew 3:00	Airport & City Promo :30	NewsProNet Health Day 2:00	Ad Spot 1:00	Ad Spot 1:00	Rachael Ray 3:00	Dr. Oz 2:00	Blue Marvel 2:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Ad Spot :30



DAYTIME PROGRAMMING

12:00-1:00	PBS Nature 3:00	Local Weather :15	The Choir 2:00	Ad Spot 1:30	Nate Berkus 2:00	Ad Spot 1:00	The Talk 3:00	Airport & City Promo :30	NewsProNet Main Street 2:00	Ad Spot 1:00	Ad Spot 1:00	Extreme Makeover Home 3:00	Dr. Oz 2:00	The Talk 3:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Ad Spot :30
12:00-1:00 Cont.	Dr. Phil 4:20	Local Weather :15	VH1 Music Video 4:00	Ad Spot 1:30	Fit Tip 1:00	Ad Spot 1:00	Price is Right 2:00	Airport & City Promo :30	Minute to Win It 3:00	Ad Spot 1:00	Ad Spot 1:00	GenConnect Health 1:30	Law & Order UK 3:00	El News :30	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	The Doctors 4:20
1:00-2:00	Top Gear 2:00	Local Weather :15	The Glee Project 2:00	Ad Spot 1:30	PBS Nova 3:00	Ad Spot 1:00	Downsized 2:30	Airport & City Promo :30	Biggest Loser 4:00	Ad Spot 1:00	Ad Spot 1:00	Inside Edition 2:00	PGA Golf Highlights 2:00	The Talk 3:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:30	Ad Spot :30
1:00-2:00 Cont.	Access Hollywood :30	Local Weather :15	CNBC Sports Originals 4:20	Ad Spot 1:30	The Locator 3:00	Ad Spot 1:00	Nate Berkus 2:00	Airport & City Promo :30	CBS Sports Stories 4:00	Ad Spot 1:00	Ad Spot 1:00	Dr. Oz 2:00	The Chew 3:00	Why it Crackles 2:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	PBS Nature 2:00
2:00-3:00	CBS Sports Stories 4:00	Local Weather :15	Dr. Who 2:00	Ad Spot 1:30	The Talk 3:00	Ad Spot 1:00	VH1 News :30	Airport & City Promo :30	Law & Order UK 3:00	Ad Spot 1:00	Ad Spot 1:00	Survivor 2:30	The Choir 2:00	VH1 Music Video 4:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:30	PBS Nova 3:00
2:00-3:00 Cont.	Biggest Loser 4:00	Local Weather :15	MoneyWatch 1:30	Ad Spot 1:30	Ramsay's Kitchen 3:00	Ad Spot 1:00	80 Minutes 4:20	Airport & City Promo :30	CNBC News :30	Ad Spot 1:00	Ad Spot 1:00	Price is Right 2:00	Fit Tip 1:00	Nate Berkus 2:00	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Ad Spot :30
3:00-4:00	The Doctors 4:20	Local Weather :15	GenConnect Health 1:30	Ad Spot 1:30	Dr. Oz 2:00	Ad Spot 1:00	Access Hollywood :30	Airport & City Promo :30	El News :30	Ad Spot 1:00	Ad Spot 1:00	Top Gear 2:00	PBS Nature 3:00	Downsized 2:30	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:30	Ad Spot :30
3:00-4:00 Cont.	Nate Berkus 2:00	Local Weather :15	Minute to Win It 3:00	Ad Spot 1:30	Top Chef 2:00	Ad Spot 1:00	Extreme Makeover Home 3:00	Airport & City Promo :30	The Glee Project 1:00	Ad Spot 1:00	Ad Spot 1:00	Inside Edition 2:00	CNBC Originals 4:20	The Doctors 4:20	Local Sports 1:30	Ad Spot 1:00	Airport & City Promo :30	Ad Spot 1:00	Dr. Phil 4:20

DAYTIME PROGRAMMING continued

4:00-5:00	CNBC News	Local Weather	Price is Right	Ad Spot	The Choir	Ad Spot	PBS Nova	Airport & City Promo	CBS Sports Stories	Ad Spot	Ad Spot	The Talk	CNBC Originals	Biggest Loser	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Rachael Ray
Duration	:30	:15	2:00	1:30	2:00	1:00	3:00	:30	4:00	1:00	1:00	3:00	4:20	4:00	1:30	1:00	:30	1:00	3:00
4:00-5:00 Cont.	The Chew	Local Weather	Survivor	Ad Spot	El Nino	Ad Spot	PGA Golf Highlights	Airport & City Promo	The Locator	Ad Spot	Ad Spot	Terra Nova	VH1 News	Ramsey's Kitchen	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	
Duration	3:00	:15	2:30	1:30	:30	1:00	2:00	:30	3:00	1:00	1:00	2:00	:30	3:00	1:30	1:00	:30	1:00	:30
5:00-6:00	Top Gear	Local Weather	The Talk	Ad Spot	VH1 News	Ad Spot	CBS Sports Stories	Airport & City Promo	The Simpsons	Ad Spot	Ad Spot	MoneyWatch	Law & Order UK	Dr. Oz	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Ad Spot
Duration	2:00	:15	3:00	1:30	:30	1:00	4:00	:30	2:00	1:00	1:00	1:30	3:00	2:00	1:30	1:00	:30	1:00	:30
5:00-6:00 Cont.	Fit Tip	Local Weather	PBS Nature	Ad Spot	The Doctors	Ad Spot	Downloaded	Airport & City Promo	60 Minutes	Ad Spot	Ad Spot	Minute to Win It	Top Chef	Why it Crackles	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Biggest Loser
Duration	1:00	:15	3:00	1:30	4:20	1:00	2:30	:30	4:20	1:00	1:00	3:00	2:00	2:00	1:30	1:00	:30	1:00	2:30
6:00-7:00	The Glee Project	Local Weather	CBS Sports Stories	Ad Spot	Ramsey's Kitchen	Ad Spot	The Locator	Airport & City Promo	Top Gear	Ad Spot	Ad Spot	Ramsey's Kitchen	El Nino	Dr. Who	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	The Simpsons
Duration	2:00	:15	4:00	1:30	3:00	1:00	3:00	:30	2:00	1:00	1:00	3:00	:30	2:00	1:30	1:00	:30	1:00	2:00
6:00-7:00 Cont.	Law & Order UK	Local Weather	Blue Marvel	Ad Spot	VH1 Music Video	Ad Spot	Survivor	Airport & City Promo	PBS History Detectives	Ad Spot	Ad Spot	Biggest Loser	Thinking Green	VH1 News	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Ad Spot
Duration	3:00	:15	2:00	1:30	4:00	1:00	2:30	:30	2:00	1:00	1:00	4:00	:30	:30	1:30	1:00	:30	1:00	:30
7:00-8:00	VH1 News	Local Weather	Dr. Who	Ad Spot	60 Minutes	Ad Spot	MoneyWatch	Airport & City Promo	PGA Golf Highlights	Ad Spot	Ad Spot	CBS Evening News	Inside Edition	Downloaded	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Ad Spot
Duration	:30	:15	2:00	1:30	4:20	1:00	1:30	:30	2:00	1:00	1:00	3:00	2:00	2:30	1:30	1:00	:30	1:00	:30
7:00-8:00 Cont.	Terra Nova	Local Weather	Access Hollywood	Ad Spot	Biggest Loser	Ad Spot	Top Chef	Airport & City Promo	CBS Sports Stories	Ad Spot	Ad Spot	CNBC Originals	The Glee Project	The Locator	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	VH1 Music Video
Duration	2:00	:15	:30	1:30	4:00	1:00	2:00	:30	4:00	1:00	1:00	4:20	2:00	3:00	1:30	1:00	:30	1:00	4:00



PRIMETIME PROGRAMS

8:00-9:00	30 Rock	Local Weather	Prime Suspect	Ad Spot	Hawaii 5-0	Ad Spot	Pan Am	Airport & City Promo	Evening News	Ad Spot	Ad Spot	Graham Norton Show	Unforgettable	New Girl	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	20/20
Duration	1:30	:15	2:30	1:30	1:30	1:00	2:00	:30	2:30	1:00	1:00	3:00	2:30	2:00	1:30	1:00	:30	1:00	2:30
8:00-9:00 Cont.	Law & Order	Local Weather	Mike & Molly	Ad Spot	PBS Masterpiece	Ad Spot	Braxton Family Values	Airport & City Promo	Million Dollar Listing	Ad Spot	Ad Spot	Biggest Loser	Last Man Standing	60 Minutes	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Ad Spot
Duration	3:00	:15	2:00	1:30	2:30	1:00	2:00	:30	2:00	1:00	1:00	3:00	1:30	4:00	1:30	1:00	:30	1:00	:30
9:00-10:00	Glee	Local Weather	Top Gear	Ad Spot	CNBC News	Ad Spot	Top Chef	Airport & City Promo	The Office	Ad Spot	Ad Spot	Survivor	Up All Night	CBS Evening News	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Ad Spot
Duration	2:30	:15	1:30	1:30	:30	1:00	3:00	:30	2:30	1:00	1:00	2:30	2:00	3:00	1:30	1:00	:30	1:30	:30
9:00-10:00 Cont.	Dr. Who	Local Weather	NCIS	Ad Spot	Suits	Ad Spot	Terra Nova	Airport & City Promo	Parenthood	Ad Spot	Ad Spot	Access Hollywood	Nightline	Park & Rec	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	PBS P.O.V.
Duration	3:00	:15	2:30	1:30	2:30	1:00	2:30	:30	3:00	1:00	1:00	:30	4:00	2:30	1:30	1:00	:30	1:00	3:00
10:00-11:00	2 Broke Girls	Local Weather	El Nino	Ad Spot	Ramsey's Kitchen	Ad Spot	Eureka	Airport & City Promo	Harry's Law	Ad Spot	Ad Spot	Whitney	The Locator	Graham Norton Show	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Big Bang Theory
Duration	2:00	:15	:30	1:30	3:00	1:00	3:30	:30	3:00	1:00	1:00	2:30	2:30	2:30	1:30	1:00	:30	1:00	3:00
10:00-11:00 Cont.	Body of Proof	Local Weather	The Good Wife	Ad Spot	CBS Evening News	Ad Spot	Community	Airport & City Promo	MoneyWatch	Ad Spot	Ad Spot	White Collar	Prime Suspect	VH1 News	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Ad Spot
Duration	2:30	:15	3:00	1:30	3:00	1:00	2:30	:30	1:30	1:00	1:00	2:30	2:30	:30	1:30	1:00	:30	1:00	:30

LATE NIGHT PROGRAMS

11:00-12:00	The Tonight Show	Local Weather	Nightline	Ad Spot	Late Show w/ David Letterman	Ad Spot	CBS Sports Stories	Airport & City Promo	VH1 News	Ad Spot	Ad Spot	Jimmy Kimmel Live	20/20	Top Gear	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Ad Spot
Duration	2:30	:15	3:00	1:30	3:30	1:00	4:00	:30	:30	1:00	1:00	2:30	3:00	1:30	1:30	1:00	:30	1:00	:30
11:00-12:00 Cont.	CNBC News	Local Weather	Frontline	Ad Spot	Late Night w/ Jimmy Fallon	Ad Spot	Access Hollywood	Airport & City Promo	The Tavis Smiley Show	Ad Spot	Ad Spot	The Tonight Show	Dateline	El Nino	Local Sports	Ad Spot	Airport & City Promo	Ad Spot	Nightline
Duration	:30	:15	3:00	1:30	2:30	1:00	:30	:30	3:00	1:00	1:00	2:30	2:30	:30	1:30	1:00	:30	1:00	3:00



Editing for content and quality control is a process woven into the essence of ClearVision. Due to the vast array of prerecorded programming in our library we base our prerecorded content on a set of content quality standards. The proposed standards can be found below. When we run sports programming or hourly news feeds we first run the content through our filtering system. This system allows for a live person (observer) to review the content before it is sent to the PHL screens. The observer will monitor for content that falls outside the bounds of our content quality standards and practices guidelines. If this happens the observer will immediately change out the content with an approved ad. When the inappropriate content has passed regularly scheduled programming will resume.

STANDARDS & PRACTICES BROADCAST GUIDELINES

The objective of these Broadcast Standards and Practices is to ensure that programming is acceptable and beneficial to Philadelphia International Airport passengers. These guidelines serve as a general reference.

When evaluating content for the ClearVision Network, the segment shall be evaluated using the following criteria:

- Compatibility with the airport environment
- Family friendliness**
- Sensitivity towards current events
- General audience acceptability and addressing the interests of the largest possible audience

***Submission of materials specifically created for kid friendly audiences is strongly encouraged.*

General Audience Acceptability is defined as content that most parents would find suitable for all ages. Most parents may permit younger children to watch content unattended. It contains little or no violence, no strong language, and little or no sexual dialogue or situations.

The following is a list of subjects that are generally considered unacceptable content:

- 1) Nudity / Revealing Clothing** - Nudity, revealing clothing and the display of undergarments is not appropriate.
- 2) Sexual Reference** - Depiction of sexual activity, sexual gestures, symbolic sexual references, sexual dialogue or innuendo is not acceptable.
- 3) Violence** - Intense or realistic-looking violence is not permitted. Violent instances will be evaluated in context on a case-by-case basis. Content containing extensive and detailed instruction in the use of harmful devices/ weapons or that describe imitable techniques are not appropriate for use.
- 4) Drugs** - Illegal drugs, drug use, drug paraphernalia, symbolic gestures that may refer to drug use or the symbols that represent illegal drugs are not acceptable. Images, dialogue or overall themes that may be considered insensitive, crude, irreverent, or shocking are not acceptable.
- 5) Language** - Strong language, including offensive slang, suggestive dialogue, innuendo, and double entendre is not acceptable. Also, the hand gestures that represent various offensive words are not permitted. References of a personal nature (i.e. body or bodily function) are not appropriate. Words of questionable taste are not acceptable.
- 6) Religion / Sacrilege** - Content is strictly evaluated with sensitivity towards the religious beliefs, views, and diversity of the largest possible audience. Blasphemy, mockery, aggression or irreverence towards religious institutions or the icons or symbols that represent them is not acceptable. References to "God" are monitored considering the largest audience. Therefore, language such as "Oh My God" for example, is considered inappropriate.
- 7) Symbols of the Occult** - 666, Satan, pentagrams, etc., are not acceptable content.

8) Disparaging or Demeaning - Content that may be considered offensive, demeaning and/or hurtful to a particular individual or group of people is not acceptable. Content will not contain negative stereotypes or demeaning images/dialogue that exploit or objectify based on gender, race or disability.

9) Gross or Tasteless - Images, dialogue or overall themes that may be considered insensitive, crude, irreverent, or shocking are not acceptable.

10) Tobacco, Alcohol - Depiction of tobacco and alcohol use and signage is highly restricted and requires special approval.

11) Anti-Social Behavior - Content that involves a strong depiction of illegal, reckless, or problematic behavior without negative consequences, punishment or proper resolution will not be used. In addition, elements that are highly imitable and pose a health risk will not be used.

ADDITIONAL STANDARDS

Network Standards also considers the following when reviewing programming:

1) Ads Directed at Children - Advertising aimed directly at children under the age of 12 will be in compliance with the guidelines of the Children's Advertising Review Unit.

2) Content Rating - Display is required for all MPAA and ESRB rated products.

3) Continuity Issues - Product formats, time-sensitive materials, seasonal elements etc., will be monitored for appropriate use.

4) Disclaimers - At the discretion of Standards & Practices, disclaimers and advisories may be necessary when viewers require additional information about the content of programming before viewing.

5) Personal Data - In an effort to protect persons and places featured in programming, personal data such as addresses, driver's license information, social security numbers, phone numbers and credit cards must be obscured or edited.

6) Pricing - Content should be void of all specific and general pricing or special promotional information. Special circumstances will require pre-approval. References to "money-back guarantees" and "free" offers are restricted and require pre-approval.

7) Phone Numbers - The use of all phone numbers, incidental or intentionally placed, must be cleared through Standards prior to use and are determined to be appropriate on a case-by-case basis. Generally, the use of phone numbers is not acceptable on the ConnectiMED Networks.

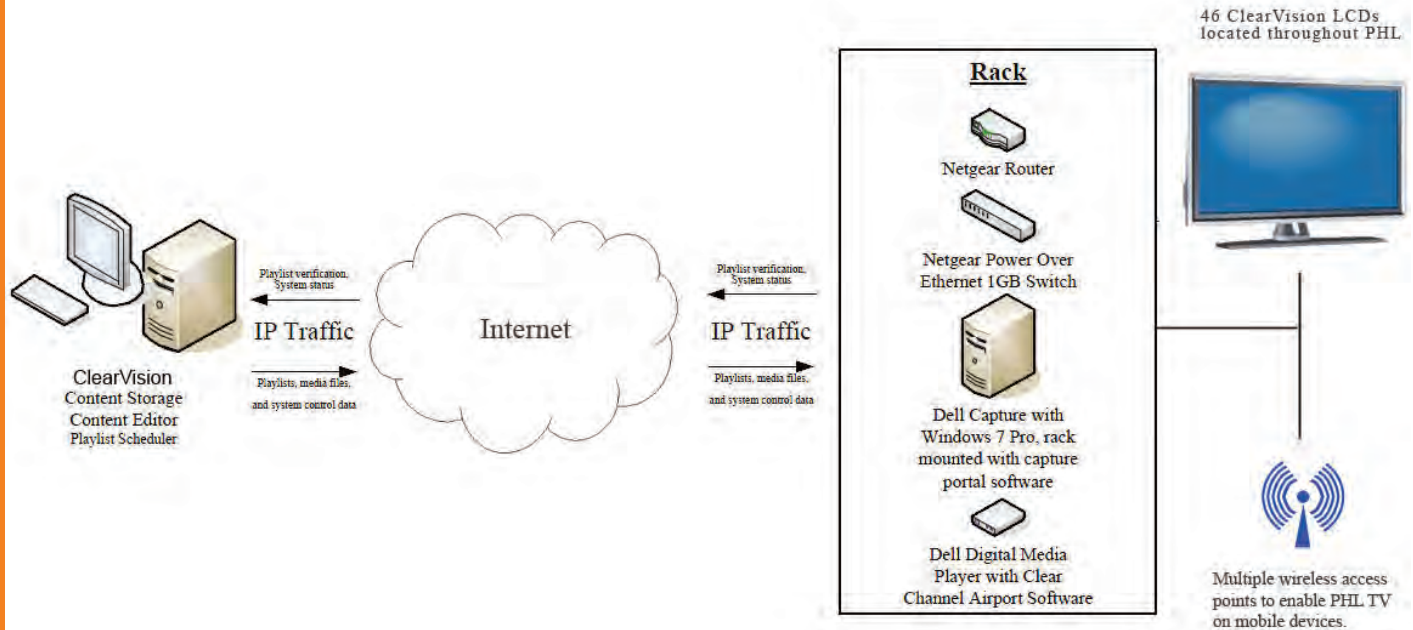
8) Promotions - The promotion of contests, sweepstakes, special giveaways, and other special endorsements are generally not permitted. These elements are evaluated on a case-by-case basis and require pre-approval.

9) Website Addresses - The use of web addresses must be cleared through Standards prior to use and are determined to be appropriate on a case-by-case basis.





Publishing and displaying the previously discussed content requires an equally robust network and monitoring system. As described in our equipment plan the network will consist of a broadband access point, servers, routers, media player, WiFi access points and LCD for public viewing. The following diagram details this layout as it would be installed at PHL.



Consistently increasing passenger service was one of the driving forces behind the inception of ClearVision. We believe this process starts by using only the most accomplished partners for our hardware and software platforms. For the physical network and infrastructure we will utilize the experience and skill of our partners at USSI.

USSI Broadcast and Network Services is an industry leader with over 24 years of experience in the design, engineering, and construction of satellite earth stations, networks, and their associated facilities. In fact, USSI did the original 10 CNN airport TV installs. Their teams of RF, mechanical, infrastructure, and systems engineers are backed by experienced Program Managers as well as highly trained field engineers.

USSI's state-of-the-art Technical Operations Center (TOC) provides superior operations and call center activities on a 24/7/365 basis, backed by uninterruptible power systems and highly redundant satellite and fiber communications paths. Staffed by technically astute customer service representatives and engineers. This team is led by Robert (Bob) Dunbar, Vice President & General Manager of Broadcast & Network Services. Bob is responsible for the overall direction and management of the engineering and support resources employed by USSI. Bob also heads the integral components of the sales and marketing team for USSI Broadcast and network services. A broadcast industry veteran with 22 years' experience, Bob held several Field Service Management positions at COMSAT and served as Corporate Field Services Manager for PRIMESTAR Partners LLC, prior to his most recent tenure with USSI.



USSI Operations Center

Under Bobs' guidance USSI has performed over 100,000 broadcast installations. This number includes 5,000 sites for Walmart, which covered all their North American stores. Following their installations, USSI has numerous contracts for monitoring and maintaining the equipment and live video feeds. These contracts cover some of the largest television brands such as NBC, MTV, FOX, XM, and DirectTV.

Management of the software platform is performed remotely by USSI network engineers and the ClearVision help desk via the system's web portal. The management services include monitoring the operations, conditions, and health state of the media players and LCD screens and proactively responding to any technical issues that might arise. Equipment is automatically, constantly, and remotely monitored through the management system which includes robust monitoring and alerting tools that enable our support engineers to provide prompt, rapid, and adequate support services. When a media player or LCD screen reports any error message that error message is reviewed, analyzed, and then properly responded to in a timely manner. All observed issues that need to be reported by a live person at the location will be reported to our helpdesk. The call will be taken by one of our helpdesk staff and immediately and appropriately triaged. Advanced network issues will be escalated to USSI network engineers.

There are two types of issues that might arise as a result of a component failure or system malfunction. There are those issues that can be corrected remotely and others that would require the dispatching of a field technician to the site. Once the issue has been determined to require the dispatching of a field technician then the local site technician would be dispatched, equipped with the knowledge and data, parts, tools, and that are required to remedy the issue.

Spare parts will be stored at the CCA office at the Airport. The purpose of retaining a short stack of each component (LCD screen, media player, CAT6 cable, RS232 cable, power strip, etc.) is to enable having those components readily available for replacement and reduce passenger impact. The failed unit would later be shipped back to the manufacture or vendor for RMA or simply replaced by a newer one. The task of replacing any unit would be handled by the designated site technician.

Using this process we are able to provide an unmatched level of customer service while maintaining a robust and data driven signage network.

5.4.2 Proposed Management Plan

Please attach your proposed management plan for the management of the Program(s), which addresses, at the least, all of the items set forth below in the order listed.

- A. A description of the proposed management structure and schedule of personnel, including resumes of the management personnel that would be assigned to PHL, along with their experience and qualifications.

The Clear Channel Airports' management structure is a very effective and efficient modified matrix structure. This is a structure that promotes the accumulation of specialized experience, knowledge and qualifications while being able to assess, properly develop and implement new opportunities quickly. The modified matrix structure also works perfectly to create flexible teams and run projects. Some amount of division breakdown like national/international and local/regional under the function of sales ensures each specialty sets the bar on performance individually. Each has separate sales goals and measurements keeping them individually accountable. These sub-divisions and teams are what allow us to incorporate new opportunities easier than a strict matrix organization and be able to move fast when the conditions are right without having to alter existing systems. They also allow us to vet, develop and manage best-in-breed specialized partners. You will also be happy to know that our teams as well as our executive

staff are incented based on the success of your overall airport advertising program. Each week, sales reports are generated tracking weekly, monthly, quarterly and yearly progress toward your goals and each week our team is reviewing that progress and strategizing because our compensation depends on it. We keep everyone aligned including our partners in work style and focus via a strong corporate culture (overseen by a "Culture Crew") and a 37 year old set of values that built the airport advertising industry and are still a foundation for us today - proudly displayed at each employee's desk. You can be certain you will have the most experienced, qualified, comprehensive and motivated teams working for you with Clear Channel Airports.

The graphic features a dark blue background with a faint map of the United States. At the top is the Clear Channel Airports logo. Below it, the text 'TEAM MISSION' is followed by a paragraph describing the team's goal to create successful airport partnerships and develop community showcase programs. Below that, 'TEAM VALUES' is followed by a numbered list of 18 values. At the bottom, contact information is provided.

CLEAR CHANNEL AIRPORTS

TEAM MISSION

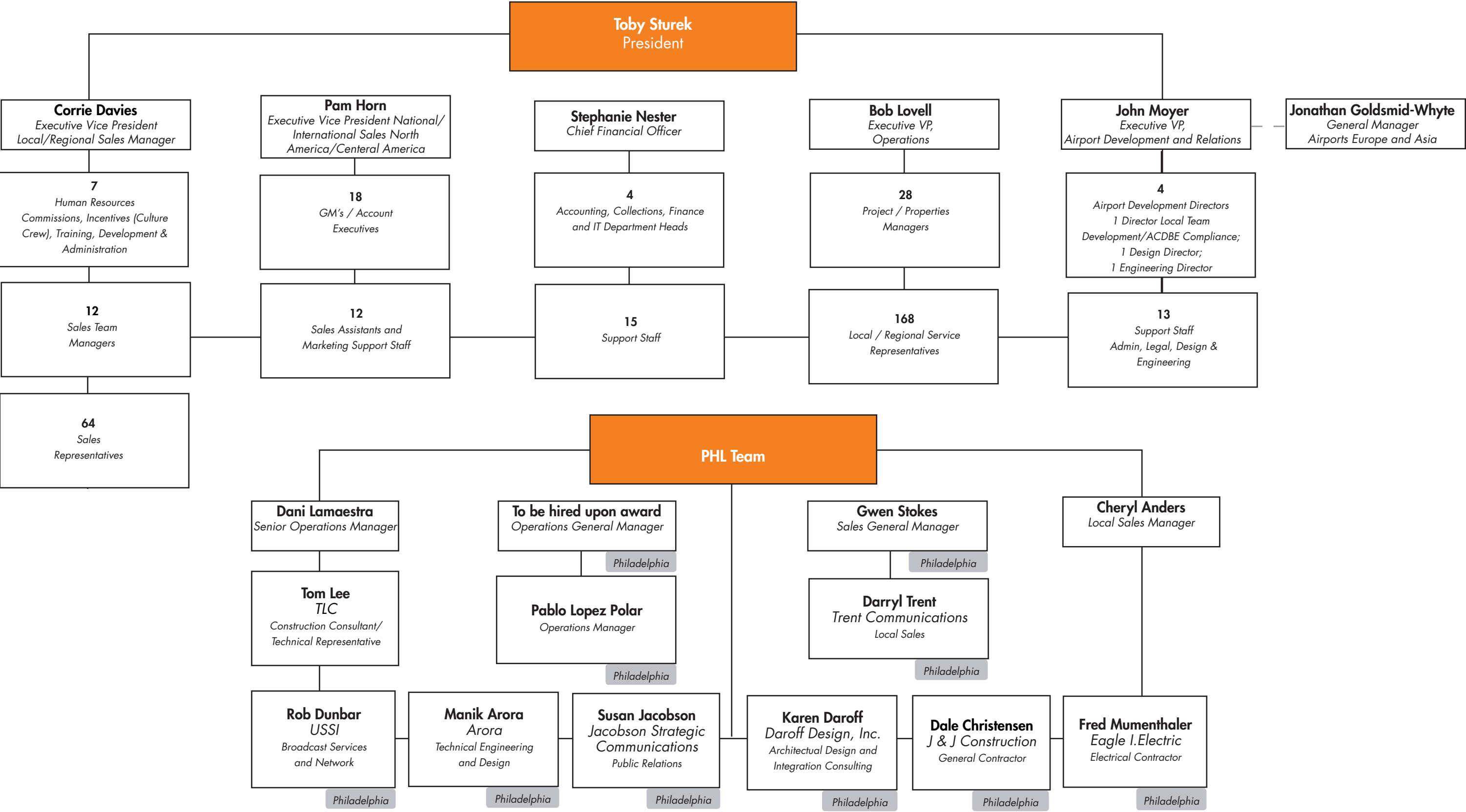
Our crewmembers will create successful airport partnerships which develop exciting and attractive community showcase programs which will link those airports closer to their regional business community and deliver substantial increases in revenue to our partners.

TEAM VALUES

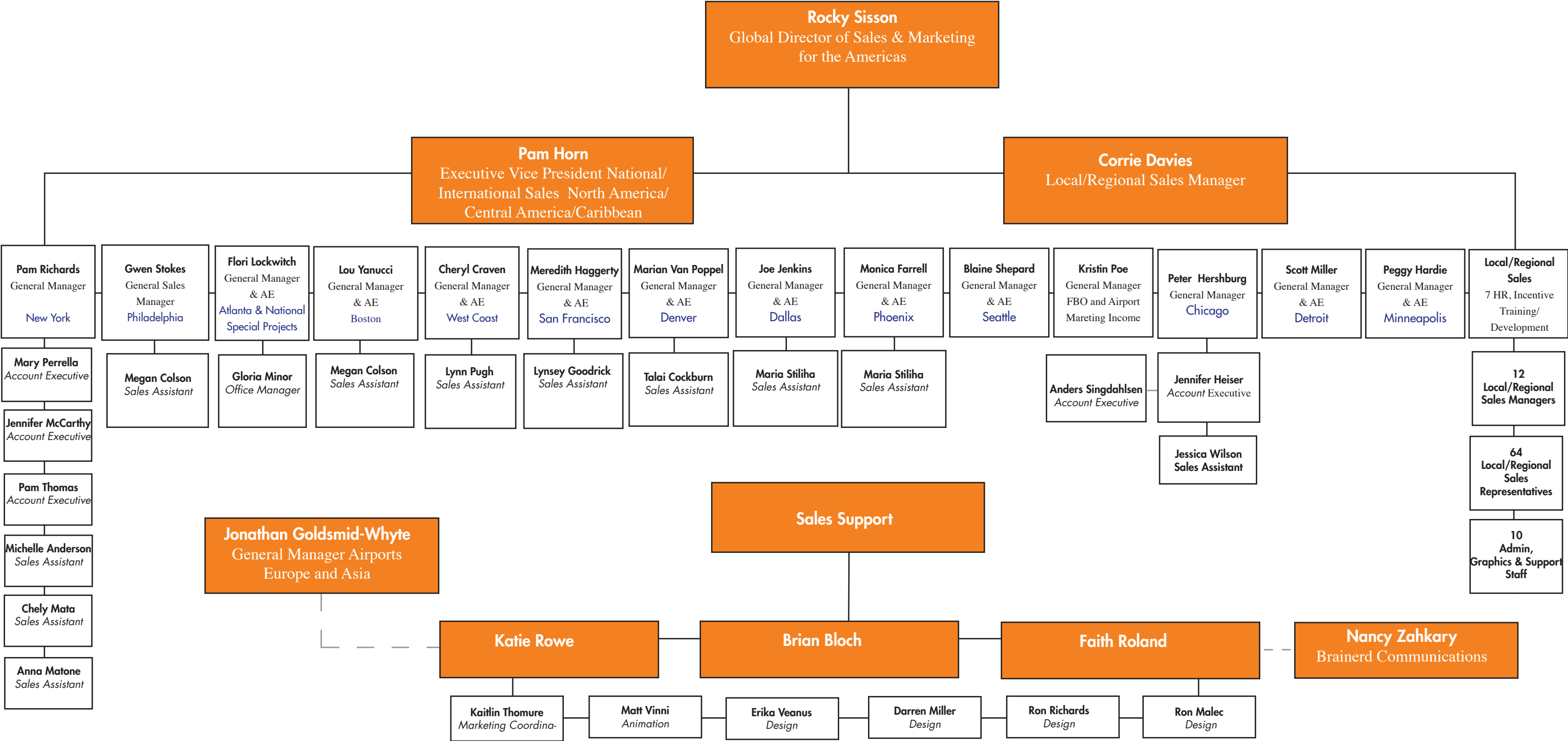
1. We will *laugh* often because Life's too short.
2. We will have *passion* for doing each job exceptionally well.
3. We will *celebrate* each individual's successes and reward contributions.
4. We will *take ownership* for our responsibilities and focus on results.
5. We will *not make excuses*.
6. We will *innovate constantly to remain the industry leader*.
7. We will *embrace change*, constantly seeking better ways to do our jobs.
8. We will each provide *superior service* to our airports, advertisers and other Team Members, going the extra mile to get the job done right.
9. We will *serve* our crewmembers.
10. We will maintain a *warrior spirit*, competing intensely to succeed.
11. We will *build and foster* an enthusiastic and spirited team.
12. We will encourage our Team Members to *make decisions* using good common sense.
13. We will constantly set new *industry standards* of performance in all we do.
14. We will keep our business simple, *eliminating bureaucracy*.
15. We will *care* about and for each other.
16. We will *instill profitability* in everything we do to insure our business survives in good times and in bad.
17. We will promote a *positive work environment* to aide all crewmembers to reach their full potential.
18. We will have *fun* because Life's too short!

4635 Crackersport Rd., Allentown, PA 18104, phone (800) 628-6800 or (610) 395-8002, fax (610) 395-8739
email contactus@clearchannelairports.com website www.clearchannelairports.com

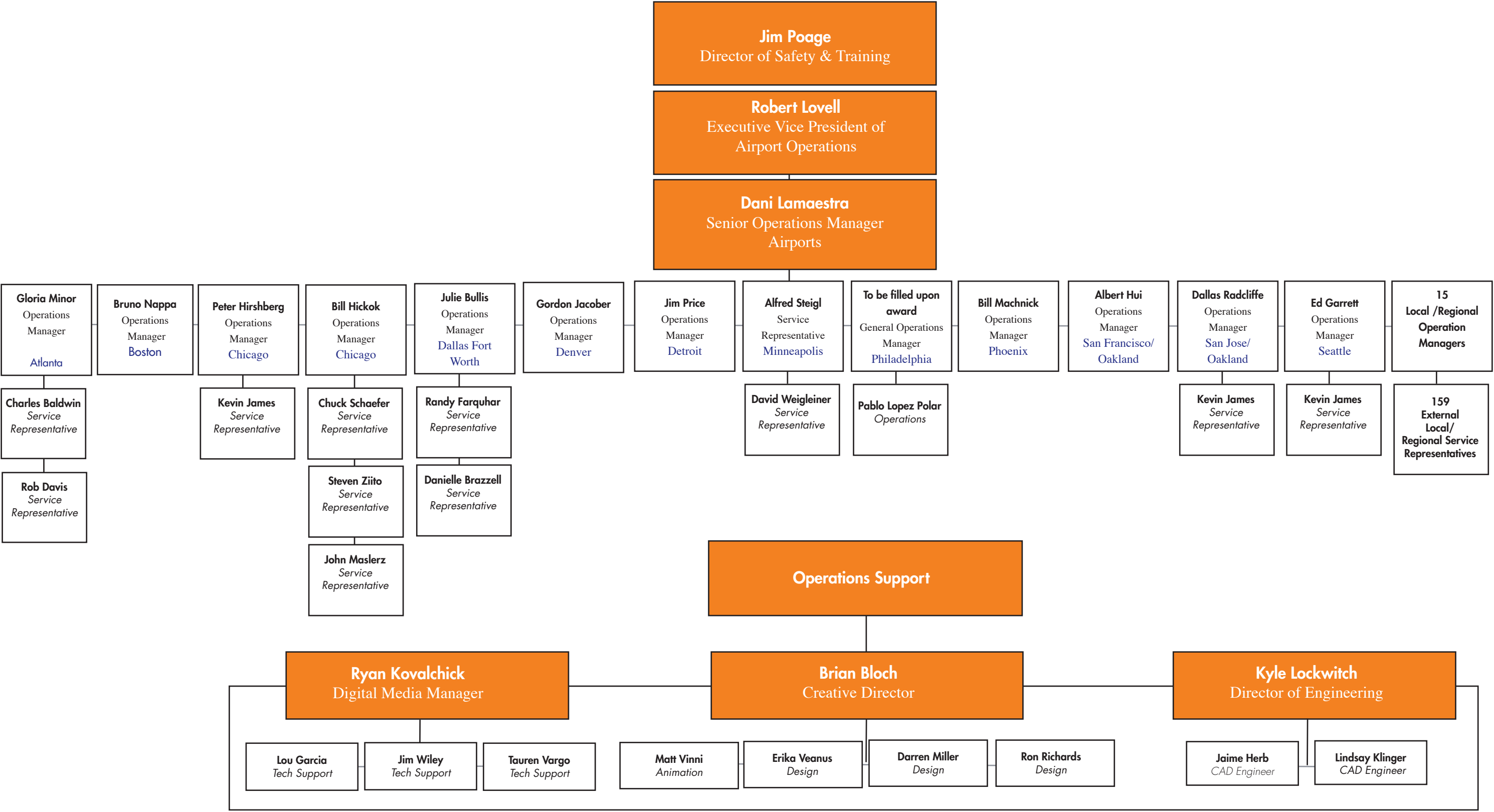
Management Organizational Chart



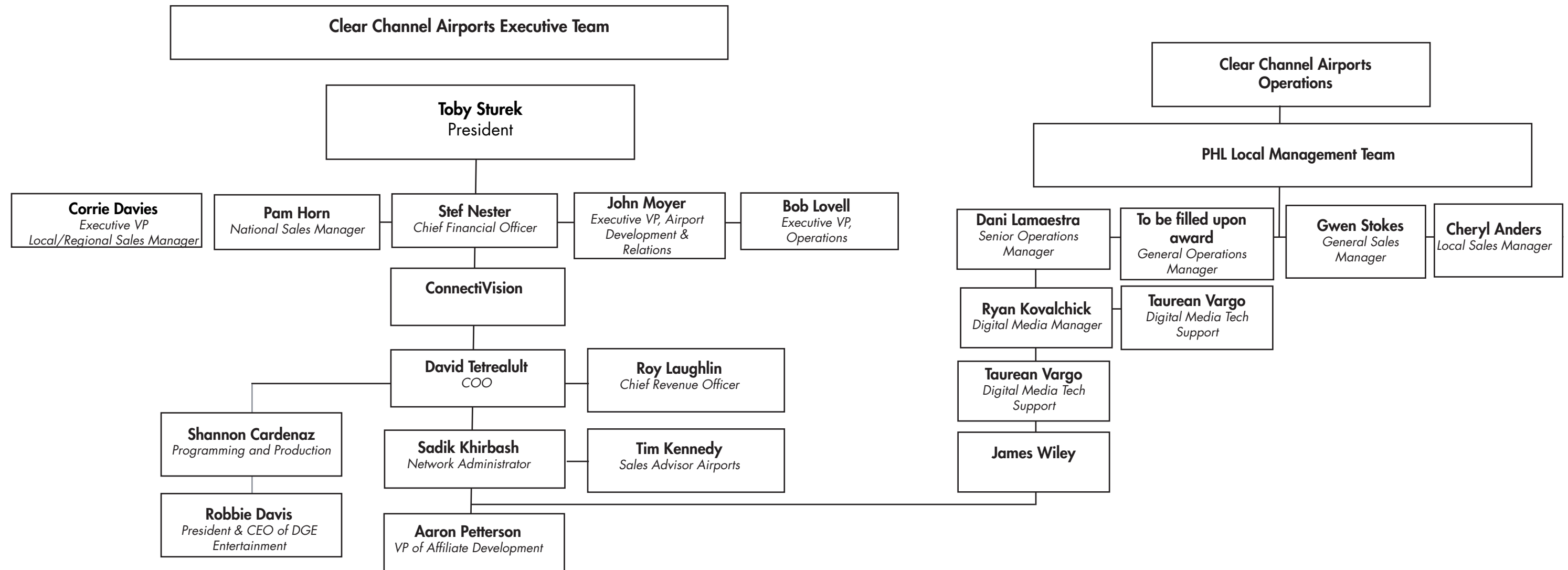
Sales Organizational Chart



Operations Organizational Chart



ClearVision Organizational Chart



CCA Executive Management



President—Toby Sturek

Year Joined CCA: 2000

Toby has been a standout in management positions with Clear Channel for over 11 years. He has been instrumental in the growth of the organization, approving and overseeing \$2 billion in acquisitions and capital investments throughout North America that have generated \$1.25 billion in advertising revenues including the acquisition of the Lieberman business (Interspace Airport Advertising.) *Toby can be reached at 800-628-6800 ext. 339 or tobysturek@clearchannel.com.*



Executive Vice President-Airport Relations/Operations—John Moyer

Year Joined CCA: 1996

John has a total of 21 years advertising and media management experience with 15 years specific to the airport advertising business. He played a lead role in the development of over 62 airport advertising programs across North America, the Pacific and in Europe. He has been instrumental in the creation and development of many innovative advertising products and selling strategies implemented in airport advertising over the past decade and was among the pioneers to design, market and install digital ad technologies in airports. Prior to the airport advertising industry, John worked for years on both sides of the desk buying and selling media in the U.S., South America and Europe. *John can be reached at 800-628-6800 ext. 224 or johnmoyer@clearchannel.com.*



Executive Vice President Airport Operations/Maintenance—Robert Lovell

Year Joined CCA: 1992

Bob has a total of 29 years in design, production, project and properties management. Bob has overseen the personnel involved with the design, development, production, installation and maintenance of all physical properties placed in our airports for 19 years. He has project managed the testing and implementation of countless new technology efforts. Under Bob's leadership, CCA has achieved and maintained its state-of-the-art program design, technology, implementation and maintenance. He has launched countless firsts in the industry. Bob developed his display design and production expertise during a decade career with Guiltspur, the largest trade show display company in the world at the time. *Bob can be reached at 800-628-6800 ext. 261 or robertlovell@clearchannel.com.*



Executive Vice President of National/International Sales—Pam Horn

Year Joined CCA: 2004

Pam is a 25 year veteran of the media industry responsible for company -wide global brand sales growth and personnel development across the Clear Channel network. She manages a team of 40 international/national sales professionals and their support staff. Prior to joining the organization, Pam held top management positions in the out-of-home, experimental marketing and publishing industries with Gannett Corporation, Lamar Advertising, Adams Outdoor, Dawber & Company and SEM Publishing Group. *Pam can be reached at pamhorn@clearchannel.com.*



Executive Vice President of Local/Regional Sales—Corrie Davies

Year Joined CCA: 1996

Corrie has 18 years total media sales administration experience and 15 years airport advertising experience. Corrie's primary role is to oversee local/regional sales growth and local/regional sales personnel development for all our markets, assuring teams have the proper staffing, incentives, systems and tools to maximize sales. Corrie has truly lived our unique values over the years and infused them into our local/regional sales teams. Corrie can be reached at 800-628-6800 ext. 211 or corriedavies@clearchannel.com.



Chief Financial Officer—Stefanie Nester

Year Joined CCA: 1996

Stefanie is responsible for all facets of the division's accounting and finance operations including financial reporting and controls, capital management, budgeting and strategic planning. Company revenues are now 10 times greater than when Stefanie began her career with us in 1996. She maintains her CPA certification and was previously employed by KPMG and BMC now known as Parente Beard, a leading regional CPA firm. Stefanie can be reached at 800-628-6800 ext. 255 or stefanienester@clearchannel.com.



General Manager of Clear Channel International Airports—Jonathan Goldsmid-Whyte

Year Joined: 2010

Jonathan has over 15 years' experience working in the international airport advertising arena. He currently oversees all airport advertising development outside the Americas and Pacific. Previous to Clear Channel, Jonathan worked with Portland Outdoor and Kinetic Worldwide to help launch Aviator where, as Chief Executive of the business, he established the company as one of the world's largest airport media planning and buying businesses. With offices in New York, London, Singapore and Paris, Aviator was responsible for planning airport advertising campaigns in over 70 airports worldwide on behalf of a client list that included amongst others HSBC, Allianz, AT&T, SAP, IBM, Chanel, Amex and Accenture. Jonathan also held positions with Sky sites (later purchased by JCDecaux) and Portland Outdoor.



Senior Operations Manager—Dani Lamaestra

Year Joined CCA: 2003

Dani analyzes the growth and development opportunities for each program relative to a capital perspective, focusing on aesthetic quality and new technology. Dani is the point person on all construction activity using her strong project management background to dovetail CCA efforts with airport design and construction. She works with the airport to promote regional themes or objectives and provides for airport, city, county and/or state message integration. She is responsible for coordinating contractors, permitting, scheduling and installation of new programs including custom designed equipment and technology. Dani also helps manage the local operation's day to day responsibilities in the largest CCA markets. Dani can be reached at 800-628-6800 ext. 337 or at daniellelamaestra@clearchannel.com



Digital Media Manager—Ryan Kovalchick

Year Joined CCA: 2005

Ryan started at CCA as a multimedia programmer. In this capacity, Ryan coordinates and prepares for technology installs with properties managers, and investigates the feasibility of new technology. *Ryan can be reached at 800-628-6800 ext. 254 or at ryankovalchick@clearchannel.com.*



Creative Director—Brian Bloch

Year Joined CCA: 1998

Brian has been CCA's design leader for over 13 years. With his experience as a digital graphic designer, Brian is responsible for the design of new advertising display programs, which utilize state-of-the art technology and theming techniques. Brian has the ability to visualize completed airport advertising display programs from the initial conception of a project and direct it to become reality through CCA's design team. He recommends display materials, color schemes, and overall theme based on market research for all display programs. *Brian can be reached at 610-395-8002 ext. 338 or at brianbloch@clearchannel.com.*



Director of Marketing—Katie Rowe

Year Joined CCA: 2005

With a diverse background in the fine arts, print design and corporate branding, Katie is uniquely qualified to lead the marketing vision of CCA. Prior to joining Clear Channel, Katie worked in the publishing industry as a graphic designer. She is responsible for research and execution of our marketing and sales materials. Her work has kept the image of CCA on the forefront of airport advertising companies. *Katie can be reached at 312-475-1995 or at katirowe@clearchannel.com.*



Director of Engineering—Kyle Lockwitch

Year Joined CCA: 2004

Kyle assists in the design of programs but he is also primarily responsible for all CAD engineering of our displays. This function is critical when working with airport architects and construction managers especially in new terminal or major terminal construction projects. By providing professional CAD drawings early in the process, electrical and construction bids will be more accurate and inclusive, showing the airport's valuable resources. Kyle also formulates the capital investment schedule for all proposed displays and is closely involved with the properties manager on program fabrication and installation. *He can be reached at 800-628-6800 ext. 243 or at kylelockwitch@clearchannel.com.*



Director of Contracts/ACDBE Compliance—Alex Hopson

Year Joined CCA: 2007

Alex has been in the aviation industry for over 13 years. He was the former concessions director at Cleveland Hopkins International Airport prior to joining the CCA family. Alex was on the legal drafting committee of the ACDBE Unified Certification Program for the state of Ohio. He is our in-house legal and business development teams and is instrumental in the building of local teams and start-up of new advertising programs. Alex works closely with airport authorities and staff on the negotiation and drafting of contracts during all stages of the installation process. *Alex can be reached at 800-628-6800 ext. 350 or alexhopson@clearchannel.com.*

CCA Corporate



Global Director of Sales and Marketing for the Americas—Rocky Sisson

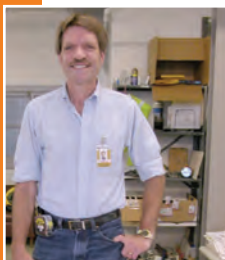
Rocky Sisson is Global Director for Sales and Marketing of Clear Channel Outdoor. He is responsible for the development and implementation of the overall sales and marketing strategy. This includes national and local sales, new business development and multicultural sales. In addition, Rocky directs the Creative, Marketing, Research and IT teams in the development of tools and research to aid Clear Channel Account Executives in meeting the needs of their customers. Before joining Outdoor, Rocky worked in radio sales and sales management in Orlando, FL; Detroit, MI; Ames, IA; and Marquette, MI. Rocky is Chairman of the Marketing Committee of the Outdoor Advertising Association of America and also serves on the OAAA Board of Directors.

CCO Corporate Operations Team

Director of Safety and Training—Jim Poage

Jim is the corporate director of safety training for Clear Channel Outdoor. With over 20 years experience, Jim has developed and implemented safety programs and has written extensively about the safety issues. He is a member of the American Society of Safety Engineers, the American Society for Quality, and the National Safety Council.

Strategic Corporate Partners



Construction Consultant / Technical Representative, Tom Lee **Thomas Lee Consulting, LLC (“TLC”)**

Tom Lee of TLC, through his former role as Vice President of Field Operations for Advertisers Display and Exhibits, Inc., and his current role as Principal for Thomas Lee Consulting, LLC, has been actively involved in the design/fabrication/installation of innovative airport advertising programs since 1980, as a designer/builder/technical representative for top-tier airport industry related organizations including Clear Channel Airports, Interspace Airport Advertising, Ackerley Airport Advertising/AK Media, Airport Advertising Alliance, The City of Chicago Department of Aviation, Metropolitan Washington Airports Authority, The Port Authority of New York and New Jersey, Sky Sites, American Airlines, Continental Airlines, United Airlines and Transportation Media Incorporated. Tom’s focus on the unique airport advertising and fixture niche market for 40 years has allowed him to become one of the most respected, knowledgeable and capable fixture designer/fabricator/construction project managers in the airport industry.

TLC has a continuing working knowledge of UL, National Electric Code, ADA, NFPA, IBC and OSHA requirements and code as they pertain to the design and installation of custom advertising programs in airports and has the following certifications. Underwriters Laboratories UL48 Electric Sign Certification and OSHA 30 Certification in Construction Safety.

Tom Lee and TLC have considerable construction and project management experience specific to construction projects at the Philadelphia International Airport, including:

- Design / fabrication / installation / subcontracting / technical liaison to Clear Channel's contracted architectural representatives and PHL's engineering and architectural departments for the original Clear Channel installation of fixtures at PHL when Clear Channel was awarded the advertising concession at DTW in 2004.
- Design / fabrication / installation / subcontracting / technical liaison to PHL engineering and architectural departments for the Clear Channel installation of FreeCharge™ Stations at PHL in 2010 and 2011.

Clear Vision Team (ConnectiVision)



David Tetreault–Chief Operating Officer

David is a seasoned media and communications executive with over 20 years of experience in television marketing. His ability to create strategic branding initiatives for top-tier television shows and digital advertising platforms is evidenced through his involvement in the launch of many top tier programs. This list includes: “24,” “Bernie Mac,” “Malcolm in the Middle,” “On Air with Ryan Seacrest,” and many more. Prior to joining ConnectiVision, David was senior vice president of marketing for Twentieth Century Fox Television where he provided strategic leadership in the creation of national advertising campaigns for hit television shows. He also directed the development of award-winning advertising, marketing, PR, and digital promotion for numerous network, cable and syndicated TV programs.



Robbie Davis–President & CEO of DG Entertainment

Robbie is experienced in creating strategic partnerships with key studio executives designed to leverage content to create new revenue streams in traditional and new media. These skills have been finely tuned through 25 years dedicated to television and film. He created the company's proprietary content management systems (TVPro CMSTM/ MoviePro CMSTM) to record levels and established their use by 5 of 6 major Hollywood studios. Robbie known as Mr. “Minisode” created the minisode concept. This is a short edited version of a full length TV show, often used on inflight entertainment systems today. He then partnered with Sony Pictures Television to establish The Minisode Network, an online network available on YouTube, MySpace, Hulu, AOL, TV.com and Crackle, where consumers can now watch their favorite TV shows in 5 minutes or less. To date, over 1,000 Minisodes have been produced.

Roy Calvin Laughlin–Chief Revenue Officer

Roy is skilled in identifying the early upside in emerging media opportunities and of optimizing those opportunities for advertisers, consumers, and investors. These skills have been tuned through a 20-year successful track record of creating and executing sales innovation in the media space. Prior to joining ConnectiVision, he was Market President for Clear Channel's eight radio stations in Los Angeles from 1994 through 2005. During this time, Roy oversaw the consolidation and dramatic profitability increases, where he took the eight-radio station platform to a record high \$300 million in annual revenue generation.

Tim Kennedy–Senior Advisor, Advertising Sales & Strategy

Tim leads the ConnectiVision sales efforts with the New York City advertising agencies. Educating agencies on the Away-From-Home media scape is a key aspect of these relationships. Prior to joining ConnectiVision, Tim built a multi faceted career in the out of home advertising industry as President and GM of Clear Channel Outdoor NY responsible for revenue and cash flow of the \$55 million NY office as well as the \$140 million national sales team based in NY. This office consisted of 90+ employees and six offices/facilities in the tri state area.



Sadik Khirbash–Senior Vice President, Operations and Strategic Planning

Sadik is a talented head of operations and network/systems engineer. His career development includes advanced degrees in computer science and a number of relevant certifications including (A+, IBM PSS CWNA, CCDA (Track), CCNA(Track), MCSE (Track), and 13 years of progressively responsible IT experience. He will lead efforts in key areas of enterprise competence including: technical project management and development involving full system lifecycle, LAN, WAN, WLAN, and Wireless campus planning, designing, vendor relationships, and implementation, project management activities including feasibility studies, project scope, time and cost, and developing project architecture.



Shannon Cardenaz–Vice President, Programming and Production

Shannon joined ConnectiVision with over 20 years of experience in Television programming, Film production and Digital Media solutions. Her career highlights include creative and branding arenas of major TV Networks and Film Studios. Most recently, (2005-10), Shannon was and Executive Producer for DG Entertainment, creating advertising campaigns for shows including: Family Guy, King of The Hill, On-Air With Ryan Seacrest, Dr. Oz, The Doctors, Dr. Phil, The Office, 30 Rock, BBC Earth, and many others. Prior to DG Entertainment, Shannon served as Producer for Stu Segal Productions. At Stu Segal, Cardenaz produced major TV series and movies of the week for CBS, ABC, NBC, FOX, USA, Lifetime and the WB.

USSI's Management Team



David S. Christiano, CEO, President

David Christiano is President of USSI. He oversees operations and finances of USSI. He has been with USSI for over 20 years. David possesses invaluable knowledge of the satellite industry and international business relationships that have evolved with USSI over decades of leadership in this industry. David's previous work history includes a diverse background in management for the banking and financial industry.



Robert (Bob) Dunbar - Vice President & General Manager of Broadcast & Network Services

Bob is responsible for the overall direction and management of the significant Engineering and Support Resources employed by the company. He also heads the integral components of the sales and marketing team for USSI – Broadcast Network Services. A satellite industry veteran with 22 years of experience, Bob held several Field Service Management positions at COMSAT and served as Corporate Field Services Manager for PRIMESTAR Partners LLC.

Airport Marketing Income (AMI)



Executive Vice President–Jeff Eischen

Jeff is a proven travel Industry executive with over 15 years' experience. At Airport Marketing Income, he is responsible for business development within our airport clients and manages the ongoing partner relationships. He started his career with American Airlines, managing the sales and marketing team in Chicago where he was awarded "The American Eagle" for his accomplishments. Previous to American, Jeff was Vice President and GM with McCord Travel, the 8th largest agency in the U.S. at that time, where he was responsible for sales and marketing, operations and account management for the eastern portion of the U.S. Before joining AMI, he was senior vice president for HRG International, based in New York City, where his responsibilities included global sales and marketing as well as account management for large multi-national clients like Bloomberg, Deutsche Bank and others.



Executive Vice President–Brad Jersey

Brad led what was recognized as one of the leading event sponsorship and experiential marketing organizations in the country for over seven years, having produced over 250 events within a variety of industry categories drawing more than four million people. Tradeshow Week Magazine, a leading industry publication, named Brad one of the country's 100 Most Influential Marketing People. Prior to entering this industry he was an executive at American Airlines and therefore has an in-depth understanding of the airport world.



Executive Vice President–W. Scott Holmes

Scott is a 35-year veteran of marketing and sales, recognized for his leadership in marketing programs development and strategic planning. Previously, he served as Executive Vice President of Marketing and Strategic Sales of Wood Alliance, Inc. Over the course of 10 years, he helped propel the company's rapid growth (40%+ cumulative average annual growth rate) through the design, sales and development of marketing and promotional programs for Fortune 1000 clients. For the prior 13-year period, Scott held management positions in marketing, event management and sales in high technology companies including Apple Computer and Xerox Corporation. He began his career with seven years in travel incentives and destination management.

PHL Team

In building our PHL team, our approach was to assign as much of the work as possible to local Philadelphia business. Only if price, quality or experience was not equal to other sources would we move an assignable task to a company outside Philadelphia. We are happy to say that six Philadelphia companies were chosen. They represent an estimated \$1,100,000 or 37% of our \$3,006,939 capital budget for our proposed Advertising Program and 34% of our proposed combined Advertising and Network Programming Program. We have chosen a local ACDBE certified firm which we will mentor to assist with local/regional sales estimated to 13.6% of overall gross sales. A Philadelphia Public Relations firm has been contracted to help promote the launch of the new program/s and consult on on-going community outreach and a Philadelphia based Architect/Design firm has been contracted for program design consulting.

**Local/Regional Sales Manager, Allentown National Sales Office—Cheryl Anders**

Cheryl Anders has 20+ years of experience marketing airport advertising locally, regionally and nationally. She has personally, undoubtedly, sold more local/regional than anyone else in the world. Cheryl works with the team as a link between local/regional clients and national sales and mentors ACDBE sales partners. She oversees contacts, sales presentations and relationship management. Her drive and intensity give her the strength to produce 24 hours a day. Cheryl is also our go-to sales guru local and regional.

**General Manager Sales, Philadelphia Office—Gwen Stokes**

Year Joined CCA: 1997

Gwen has over 25 years of experience in out-of-home, television and radio, in both sales and management, successfully marketing to high profile agencies, Fortune 500 companies, new business development, and also to local direct clients. Gwen also has an enviable track record for developing new business. A stellar sales person, Gwen was recognized for generating over \$4 million dollars in sales for Clear Channel Radio Philadelphia, in 1998 and 2001. In 2007, she was elected to the Clear Channel President's Club for outstanding sales for the Airport Division. Over the length of her sales career, she has generated over \$150 million dollars in revenue. In 2010, she received Top Performer Award. She is an active member of the Philadelphia Ad Club.

General Manager of Operations - (To Be Filled Upon Award)

The role of the operations manager will be to oversee all aspects of our ongoing operations at PHL. The operations manager will plan, direct and coordinate various aspects of the project, ensuring the project goals set forth in the design for PHL are carried out efficiently and effectively to ensure project satisfaction.

**Operations— Pablo Lopez Polar**

Year Joined CCA: 2006

Pablo, a lifelong Philadelphian, is responsible for the ongoing day-to-day service and maintenance of the program, as well as coordinating with the on-site local service representative at PHL. Pablo makes sure the program is always in excellent shape and coordinates any necessary repairs. He works with the local service representatives to remedy immediate situations (i.e.: defective ballasts or bulbs, damage to any cases and general cleanliness of display cases). Pablo is Clear Channel's liaison with our vendors and clients doing business in the Philadelphia International Airport. *Pablo can be reached at 215-863-0126 or at pablolopezpolar@clearchannel.com <<mailto:alexlopiccolo@clearchannel.com>>*

**Marketing and Sales—Darryl Trent - Trent Communications**

Trent Communications is an ACDBE communications and marketing firm established to service corporations, companies and agencies in the resolution of an organization's marketing issues. CCA will serve as a mentor to Trent Communications under the Department of Transportation's Mentor Protégé program for the sale of advertising at the Philadelphia International Airport. Trent Communications is a multi-disciplined communications and marketing company in its own right offering Marketing, Sales, Promotional, and Organizational Development, and Management Training.

The company offers decades of expertise in these disciplines and employs the gamut of marketing, sales, promotions techniques from both Broad market and Direct Response disciplines. Trent Communications' strategies represent successful, innovative revenue generating concepts. Trent Communications founded by Darryl Trent, a distinguished management, sales and marketing executive. Mr. Trent's Track record includes outstanding service to some of Americas' most highly respected corporations. Having served as a promotional salesman, video journalist, direct mail manager and broadcast executive, he has subsequently authored both a Thesis on corporate behavior and the Crimestop Network. Companies served include Leeming/Pacquin, National Liberty Corporation, CBS Inc., Cox Broadcasting, Westinghouse Broadcasting, the Liberty Broadcast Group, Granum Communications Inc., the Staten Group and the Wellington Group Marketing Services. Mr. Trent holds an MA in Communications from Annenberg School of Communications, University of Pennsylvania and a BA from Pennsylvania State University.



Architectural Design and Integration Consulting - Karen Daroff - Daroff Design Inc.

Daroff Design Inc. is a partnership of an interior design and architectural firm. Daroff Design Inc. is a women owned, Philadelphia based organization, founded in 1973 by its President and Design Principal, Karen Daroff. The firm and its affiliate employ 50 talented architects, designers and graphic artists in its Philadelphia studio. The firm is ranked in the top 100 Interior Design Giants by Interior Design magazine for its work in corporate, institutional, governmental and transportation industry interior design projects.



Public Relations - Susan Jacobson - Jacobson Strategic Communications

Sue Jacobson has provided campaign advice and sound counsel to presidential and gubernatorial campaigns for the past 25 years. She was Ed Rendell's deputy chief of staff when he was mayor of Philadelphia, working on legislative and regulatory issues at the federal, state and local levels. Later, she moved on to build the public affairs division of one of the region's largest public relations firms. Sue has also provided public relations services to dozens of clients including: the University of Pennsylvania, Educational Testing Services, Pennsylvania Tourism and Economic Development, the Salvation Army and the Jack Welch Management Institute.

Jacobson Strategic Communications offers regional and national networks that are broad and deep, giving clients a powerful introduction to both Philadelphia and the rest of the nation. Building deep relationships means that more people in the region and the country will get to know about the Philadelphia International Airport. Jacobson Strategic Communications will take your advertising program from concept to on-the-street.



General Contractor - Dale Christensen - J&J Construction

J&J Construction's owner has over thirty (30) years of experience in the construction field. J & J Construction started in 1997 and after a couple of years doing residential construction, they started working for USAirways at Baltimore Washington International Thurgood Marshall Airport (BWI) in Baltimore, Maryland. Subsequently, J & J Construction expanded and started working in multiple airports doing any and all commercial build-out for various airline clients including - USAirways, Southwest Airlines, British Airways, United Airlines, Delta Airlines, American Airlines, Continental Airlines – and have expanded to

numerous airports all across the country. J & J Construction also builds and services stores such as all Hudson News stores, Green Turtle, Rum Island, Liberty USO, Hertz and Vino Volo to in multiple airports.



Electrical Contractor - Fred Mumenthaler - Eagle I. Electric, Inc.

Eagle Electric is a full service Electrical Contract that specializes in installations of large-scale public and private institutions in the Philadelphia area. Eagle I. Electric has 25 field electricians and has worked on such projects such at Philadelphia Airport as the sound, power, lighting systems in Terminal E, HVAC Rooftop Replacement, Security Access and Surveillance Systems, high voltage cable replacement, United Airlines power upgrade, US Airways, H.V. Cabling System, the Terminal Announcement system in Terminals B,C,D,E, Southwest Airlines Hammerhead Expansion, moving sidewalks and the Terminal Electrical Distribution Systems, Terminal F Hub expansion. The Eagle I. Electric team will be overseen by Fred Mumenthaler, its president.



IT Installation and Support - Manik Arora - Arora Systems Group LLC

Since 1986, Arora Engineers, Inc. (Arora) has concentrated on the Aviation industry as a core client. Mainline and medium hub airport markets such as Philadelphia, Baltimore, Atlantic City, Washington, and New York have relied on Arora for some of their most vital projects.

Arora's technical staff has both the understanding of and experience in airport engineering systems and their integration to enable the successful programming, design, and implementation of specialized building systems and airfield projects. From the initial design process, bid services, and cost estimation to construction and ongoing facility maintenance and management, Arora's team of professionals is equipped to address any problem, and most importantly, to find the right solution. The firm's technical staff has both the understanding of and experience to enable the successful programming, design, and implementation of specialized building systems. From the initial design process, bid services, and cost estimation to construction and ongoing facility maintenance and management, Arora realizes the critical nature of responsiveness and quality control. "By coupling our experienced engineers with leading edge engineering practices, our efforts are more streamlined and efficient," explains Manik K. Arora, PE, the firm's President and CEO. "This is the perfect complement to our personal, hands on approach."

B. A description of the proposed scope of operation, including a detailed Equipment Plan (see Section 2.3.4.3.D & Section 2.3.4.3.E).

Please See Detailed Equipment Plan on page 143

C. A description of the marketing program the Proposer intends to use, including an estimated annual budget.



Clear Channel Airports' "next generation" airport advertising programs are marketed via a matrix of specialized and experienced teams and individuals using a variety of evolved strategies and tactics, supported by an unprecedented depth of services. Most unique is our proven ability to bring best-in-class international and national, local and regional, and sponsorship and experiential sales and marketing in one comprehensive airport advertising program as a master advertising concessionaire. To do so most effectively, we have individual airport dedicated sales teams and only the best strategic partners.

International and national sales are pursued by 18 Sales General Managers and/or Senior Account Executives located in Los Angeles, San Francisco, San Jose, Seattle, Denver, Phoenix, Dallas, Chicago, Philadelphia, Boston, Detroit, Atlanta, Minneapolis and New York. They are supported by a team of Sales Assistants and operational support staff and managed by our Vice President of International and National Sales. Each position has a multistate and/or international territory or network which they are responsible for and travel to on a regular basis. They regularly correspond and coordinate with colleagues across the Clear Channel world-wide sales network to promote our airport partners. This team also manages external and specialized corporate sales and marketing partners such as Airport Marketing Income (AMI) which specializes in marketing sponsorship and experiential opportunities. The entire sales network sells into airports they manage directly and into other Clear Channel airports for complete US and worldwide sales coverage.



In addition to the International/National team, Clear Channel Airports has a dedicated and specialized local and regional sales force consisting of 12 very experienced and proven Sales Managers and 64 Sales Representatives and support staff overseen by our Vice President of Local and Regional Sales. These local/regional teams are assigned to airport partners and work with the Sales General Managers and ACDBE Sales Partners at each

of our airports to dig deep into the community and get local and regional firms to participate in the advertising programs at the airport that serves them. These types of sales are traditionally longer-term buys featuring local/regional institutions, large employers, attractions and services.



The training, coaching and monitoring of these teams is constant:

- Sr. Executives and VP of Sales are in communication daily with individual sales staff.



- Salesforce.com is a comprehensive tool that helps manage sales leads, prospects and target accounts with pipeline sales estimates that are updated daily by International/National sales members.

- All but the most Sr. local/regional sales people have constant daily oversight and input by a Sales Manager.

- End-of-day local/regional team meetings are a forum to review prospects and exchange strategy.

- Weekly training covering diverse topics are offered for all to attend.
- Scheduled weekly sales calls allow for the exchange of ideas, strategy, new product introductions and new inventory launches.
- Personal visits by the VP of International/National Sales to each national market sales office occurs approximately twice a quarter.
- Quarterly sales summits provide the forum for intensive multi-day instruction, role playing and assessment.
- Annual one-on-one quarterly and annual reviews allow for coaching.
- Intensive week-long annual "Clear Channel Airports University" in December offers full immersion new and refresher courses.

All our teams, individual sales people and partners are aligned and accountable to your success. Each sales team including our external partners is assigned agreed upon individual, market specific and overall quarterly and annual sales goals and objectives. Progress toward those goals is tracked daily, weekly, monthly, quarterly and annually in detail and posted for all to see and follow. Weekly announcements of progress toward these goals are made at Monday morning all-company kick-off meetings by individual team Managers and all personnel from the receptionist to the Executive Team are tied to these goals. In addition, individual sales people are incented for each contract based on total value and term.



Clear Channel Outdoor COO - Joe Bagan and Clear Channel Airport President Toby Sturek present Monday "Kickoff Meeting" at CCA Headquarters in Allentown.

The results of our multi-team approach, unmatched resources, training and results focused incentive programs are undeniable. Clear Channel Airports National Team commands a renewal rate far exceeding advertising industry norms at approximately 70% annually. Overall, international/national sales drive approximately 55% of total Clear Channel Airports' revenue, while local/regional sales drive approximately 35% of sales, and sponsorship and experiential sales around 10%. That is between 65% and 45% that other firms have proven they are not structured to deliver. And that is why Clear Channel Airports has a track record of setting sales milestones.

We are constant advocates for the airport industry and for your airport. Clear Channel Airports regularly releases national press on exciting opportunities in airport advertising through our Corporate PR firm Brainerd Communications in New York City. Additionally, we contract with local market PR firms to assist in new program and product launches in specific markets.

Clear Channel account executives, general managers and senior management are very involved at the local and national level in civic and industry organizations, critical to growth of our relationships and revenue in our respective markets, as well as with major national advertising agencies and direct clients. Our sales executives and management actively participate and are invited as industry experts, to speak and present in public forums, to local, regional and national organizations, calling on our expertise and allowing us to promote the airport advertising medium and individual airport opportunities.



Gwen Stokes takes part in the "Just Plane Fun" Kickoff

Individual market general managers are each responsible for promoting your airport and the advertising inventory to all other International and national sales personnel. They are your advocate. Each week our sales staff convenes and has a chance to promote available opportunities and share concepts at your airport with each other.

The long-term nature of a new agreement and the capital it allows us to bring will also set the stage for a launch of a massive dedicated local/regional sales effort. We have been looking forward to and anticipating this opportunity and will assign our leading local/regional sales person and manager Cheryl Anders. Cheryl will work with our award winning market Sales General Manager Gwen Stokes

and will mentor Darryl Trent, Clear Channel Airports DBE, Sales and Marketing . Cheryl and Darryl will be dedicated to local direct client and small to midsized agency account development in the region. Darryl has already started on this by recently signing a \$116,000 contract with Penn State to advertise at PHL. The local/regional sales launch along with the addition of a new position, local Operations General Manager, will really mean a lot more resources dedicated to PHL and will set the stage for substantial overall incremental sales growth into the future.



Our entire sales network is excited about the prospect of a new contract and “next generation” program for PHL. They know what it means and the opportunity to shine that it will create. As soon as the award is made, provided CCA is selected and PHL is in agreement, we will issue a press release along with Facebook communications. This will launch a huge sales and marketing campaign promoting your new program. Final inventory will be defined; rates and packaging can be finalized. These rates and packages are supported by sample comparable airport advertising programs and media market comparisons. The entire package consisting of photos/renderings, rates, maps, market information, and specifications is then made into a branded media kit and electronically distributed to our world network. The inventory will also be posted on our proprietary new inventory management system CID so all our employees and airport staff will have access to it with real-time updates.

Any Clear Channel account executive will have access to information about available inventory at PHL. A power point presentation of the new PHL program will be produced, inclusive of renderings and video (much like the material you can see earlier in this section). There will also be a launch webinar to review it with our sales force so all offerings are clear and PHL’s launch is a top priority. The power point is then made available as a selling tool and supporting videos are posted on YouTube for perspective clients to access by special code. It is supported with scheduled PR releases, a comparable advertisement archive and custom marketing research. The release package will also be showcased on our website.



Once the promotional materials are defined and out, sales are initiated the best way we know how, in-person through our network of relationships at the world’s largest companies, agencies and media buyers and by calling and knocking on local and regional businesses doors and getting out into the community. A local/regional sales blitz is kicked off to meet current and prospective local/regional advertisers right at PHL. Current clients, whether national or local, are handled first then new clients are met with. The excitement, new inventory and quality offerings will have new sales flowing upon installation.



As the initial launch is completed, CCA sets itself apart from other firms by identifying and prospecting “Target” categories of advertisers by carefully watching the market, intense research and agency input and marketing very deep into these select categories. This is called going vertical or pursuing “verticals”. This has proven successful since inception. An example of this success is that vertical spending has increased 17% (in 2011) over year prior (2010) and all verticals have experienced double digit growth across the country.

Another strategy to attract new advertisers includes identification of industry trends, development of media spending comparisons, and use of resources including our Arbitron proprietary national and local survey data. CCA then develops targeted demographic and category materials, utilizing national



CCA Concept



Actual Install

and local data base surveys including Scarborough, MRI and Mendelsohn. New advertisers are then attracted by utilizing our research tools to draw a connection between the demographic in PHL and specific outcomes for clients. Through this approach we are able to connect our audience, the frequent flier, to our clients' and agencies to their target audience.

Once we have proven the connection through our marketing resources, we enlist our creative, engineering and tech. teams to "imagineer", design and present custom concepts that "show" prospects how their creative can take advantage of the right audience. Some of the strategic advantages of having CCA as your advertising concession are:

- Experienced Philadelphia based national sales manager/general manager;
- Experienced local team as an extension of your staff;
- Largest most experienced international, national and local/regional airport advertising dedicated sales teams and network of any out-of-home company in the world;
- Trifecta of sales approaches: international/national,local/regional, marketing income opportunities;
- Proven best practices International/national, local/regional, marketing income sales strategies and teams in airport industry;
- PR release plan: award, start of sales, installation of new program;
- Website;
- Facebook;
- Experienced In-house design, technology, engineering and marketing support staff.
- Access to airport client database;
- Airport client relationships; and
- Ease of purchase across network
- Specialized master airport advertising and marketing concession
- Access to the widest selection of specialized research and marketing tools and support (please see the following Marketing Materials and Research Resources section

Marketing Materials and Research Resources

CCA uses a standard branding for easy identification. All materials (over 1600 current pieces) must meet the same standards and be approved by the marketing and communications department before distribution. In PHL releases, as in all markets, we provide demographic information, as well as lifestyle, spending habits, available inventory, and other sales tools in every imaginable definable way, to best support the opportunities presented by our sales teams.



Samples of CCA Marketing Materials

CCA uses a virtual library to house all materials which allows access by our sales teams any time of day or night. Therefore, our response time to clients is lightning speed. This library also supports all photos, maps and Proof of performance photos. Each week, topical new introductions are made to the sales staff. These may consist of an event happening in Philadelphia or the surrounding area, in which Fly ins would be substantial, conventions, updated marketing information, category specifics that would apply to PHL or a wide number of other topics.

Market profiles

- ACI passenger data
- Airline / Airport information
- Inventory Photos

• Product Sheets

- National products – promote national/package buys
- Local products – promote unique inventory in markets
- Digital Media kits – national digital package

• Category Sheets

- Data connecting the Frequent Flyer to a specific target category such as Automotive, Financial and Technology
- Samples of past campaigns that fit into said categories

• Special Event Sheets

- Promote major fly in events in which we know the Frequent Flyer will be attending.
- Promote packages and sponsorship concepts

• Research Sheets

- Equal Spending Analysis – compares media
- Frequent Flyer demographics
- Market maps and visuals

Research Tools

- Arbitron / Scarborough Data: Scarborough provides qualitative and quantitative research by measuring lifestyle, shopping patterns, media behaviors and demographics of the American consumer. Reports about our audience, the Frequent Flyer, are used to make a case for airports and / or against other media. Research helps our sales team understand our clients' consumer to develop a targeted buy. Below are the Scarborough reports that we use the most:

Arbitron Airport Study 2004

- First Study done of its kind.
- Looked at the airport environment

Customized Arbitron Airport Study 2011/12

- Proprietary study
- Customized to fit the needs of our National and Local AEs

Arbitron Digital Place Based Study

- Compares digital in different environments / venues.



Scarborough USA+ Data

- (National Database: ie: Frequent Flyers are 3 times more likely to own 3 or more cars than the average US adult.)

Scarborough Local Market Database

- (Local Database: ie: Frequent Flyers in the Chicago DMA are 3 times more likely to own 3 or more cars than the average adult.)
- Currently have data in almost 40 of our top DMAs.

IQP Reports (Instant Qualitative Profile)

- This is a perfect conversation starter, providing our client / agency with basic demographic information or their consumer or general audience. IQPs give a quick snapshot of any target group. IQP reports can be national or local.

Target Profile Reports

- After getting a needs analysis, our AE's use a Target Profile Report to dig deeply into Scarborough's database to help you find customized and targeted information. This example shows how frequent flyers in Boston use their cell phone. These reports can be national or local.

Opportunity Reports

- These reports help us find leads within a target audience. They can be national or local

MediaMark (MRI) Survey

- Mediamark Research offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single source. MRI conducts more than 26,000 personal interviews with consumers annually throughout the continental United States to produce syndicated reports and data.
- Data is national, and is great for brand specific requests and perceptual data.

Mendelsohn

- The 2010 Mendelsohn Affluent Survey measures male and female heads of house living in all 50 states and Washington, DC, who have household incomes of \$100,000 or more. These individuals represent an estimated 19% of all American adults. The 2010 survey results are projected to an estimated 42 million affluent heads of house living in an estimated 23.3 million households.
- This resource supports our target demos in upper income brackets
- Great support for our FBO network, luxury lifestyle, elite special events.

Kantar

- Ad spend analysis
- Media spend analysis
- Category spend analysis

RAB Reports

- Provide insights for category trends, consumer trends, consumer surveys.

Industry magazines / Agency research tools / Memberships

- Redbooks – Agency / client breakdown and contacts
- Advertising Database – Agency / client breakdown and contacts
- Ad Age – Industry trade magazine / weekly emails
- ACI (Airports Council International) – passenger numbers, industry news.
- Events in America – Membership only database showcasing major events in the USA

AMI

AMI is a Clear Channel Airports' corporate strategic partner and sponsorship and experiential marketing program specialist. Each of these marketing initiatives offers the possibility of achieving several goals at once, making them an extremely desirable form of marketing in today's economy. In addition, each of these marketing initiatives offers the ability for both the airport to drive revenue from unrecognized airport assets while allowing selected brands to engage with your most valuable asset – your passengers. All this means incremental revenue for PHL and the airport industry as a whole.

Experiential Marketing programs allow passengers to engage and interact with brands, products, and services in sensory ways that provide corporate sponsors higher returns on investment through experiential marketing. The term “Experiential Marketing” refers to actual customer experiences with the brand/product/service that drive sales and increase brand image and awareness. It's the difference



between telling people about features of a product or service and letting them experience the benefits for themselves. Personal experiences help people connect to a brand and make intelligent and informed purchasing decisions.

Sponsorship offers marketers an opportunity to create an interactive form of communication that allows them to connect and deepen the relationship between themselves and their customers. A company can benefit from sponsorship in many ways, such as:

- Increase Brand Loyalty
- Create Awareness and Visibility
- Change/Reinforce Image
- Drive Retail Traffic
- Showcase Community Responsibility
- Drive Sales
- Sample/Display Brand Attributes
- Entertain Clients
- Merchandising Opportunities
- Differentiate Product from Competitors
- Measurement and customer feedback
- One to One Relationships

In its earliest days, sponsorship was almost exclusively the domain of sports properties. In 1984, 90 percent of all sponsorship dollars were invested in the sports environment. While sports continues to command the largest share, the demand of corporations for a new and better way of communicating with their key audiences has benefited every type of sponsorship. Corporate spending in the Sponsorship category alone has increased 98% since the year 2000 and continues to grow at rate that outpaces other forms of marketing and media.



Companies do not use Sponsorship and Experiential Marketing to replace advertising, public relations or sales promotion. While Sponsorship and Experiential Marketing can deliver increased awareness, brand building and propensity to purchase, it is different than advertising. The medium works best as part of an integrated marketing communications effort that includes the use of all marketing methods. It cannot stand alone, which is one of the main strengths of the AMI/CCA partnership.

Sponsorship requires supporting elements. In the past 24 months AMI clients have spent \$1.7 Million dollars in traditional advertising inside Airports to support their Sponsorship and Experiential Marketing programs.

AMI's Role:

AMI starts by working with Clear Channel and you to create an "Inventory" of Marketing programs and entitlements that are relevant to the corporate world today, but fit within the parameter of the Airport's standards, goals and objectives, such as:

- Enhance visual imagery of airport's concession and dwell areas.
- Preserve architectural integrity of airport properties.
- Create a positive reflection of PHL, the region and the state of Pennsylvania.
- Avoid clutter and message overload.

- Contribute to a positive travel experience by educating and entertaining customers/ travelers during their dwell time.
- Showcasing innovative and creative marketing techniques.
- Maintain loyalty of existing carriers and attract new ones.
- Maximize revenue by realizing the potential of the identified sponsorship locations.
- Where possible, engage concessionaires and carriers in marketing programs

The objective of each corporate campaign developed for presentation to potential sponsors is to create a complete sponsor experiential package for their target audience that includes a mix of a number of entitlements. These ‘multiple entitlements’ are essential to the creation and sale of Sponsorship and Experiential marketing programs.

To successfully accomplish our objectives and maximize the revenue potential to the Airport, AMI must have approval, of every level required, for the Programs created and the entitlements to support them. The revenue generated to the Airport will be dependent upon these factors.

Part of AMI’s role is also to set the proper expectations as it relates to the sales of Sponsorships and Experiential Marketing programs. As mentioned earlier, these programs are different than traditional advertising. The sales cycle for selling sponsors is often a lengthy process that consists of researching prospects, creating tailored proposals based on a company’s business objectives, finding the right contacts at a company, getting buy-in from multiple constituencies (both on the client and the Airport side) and finally negotiating benefits/price. Some sales can take up to a year from concept to implementation. Successful sales of sponsorship programs such as these are achievable through a unique expertise shared by only a handful of marketing companies, and AMI stands alone in airport venues.

Key distinguishing factors of AMI and any other “Marketing Income concessionaire”:

- AMI is the only specialized company of its type with experience working in airports
- AMI understands how to work within airports, all internal airport departments, as well as TSA, concessionaires and developers
- AMI understands corporate marketing and sales objectives and how those can be accomplished in the airport industry
- AMI is experienced in the creative presentation and corporate marketing of Sponsorship and Experiential Marketing programs
- AMI will work closely with Clear Channel Airports to maximize Philadelphia International Airports’ opportunities over the length and term of this Agreement

AMI has successfully developed, sold and implemented the most innovative and relevant Marketing Income programs ever brought to the airport industry. A few examples include:

- A first of its kind multi-year Preferred Parking Program sponsorship at Boston Logan International Airport, bringing over \$365K to the Airport over the term of the agreement.
- The largest sampling program ever conducted post-security, concurrently within multiple airports over a 5 week period, distributing over 820,000 samples to the traveling public.
- A hand sanitizer sponsorship inside Chicago O’Hare at the height of the flu season and H1N1 pandemic.
- A sponsored Free passenger WiFi program implemented in 54 airports, and 1 airline, across the US over the holiday period, lasting 2 ½ months.

- Negotiated and sold on behalf of DFW a multi-year Supplier Sponsorship Package with Samsung which resulted in project revenues in 2004 and 2005 that totaled \$1.1M, and included 600 flat screen monitors for the new DFW hotel, and for 8 new Samsung sponsored wireless passenger lounges.
- Negotiated and sold on behalf of DFW, the first ever multi-year airport Product Rights program to Pepsi with project revenues ranging from \$1.2M to \$1.3M, per year, over the 6 year term of the agreement, a total value of approximately \$7.5M.

As mentioned earlier, the sales process for Sponsorships and Experiential Marketing programs is lengthy. However, the more programs and entitlements you allow to be sold at your airport, the associated revenues can expand directly in comparison. By way of a real world example, the AMI Marketing Income concession at Boston Logan International Airport is in its 8th year. During that time revenues directly paid to Boston Logan have increased from year 1 to Year 7 by 499%. This only comes from continued support of our programs, and by acceptance of what is relevant in the Corporate Industry at that time, by Boston Logan.



AMI has had proven success in Philadelphia International Airport with the Blue Cross and Blue Shield Sponsorship of the Airports' monthly Health Fair. In working with AMI, our exclusive partner in the area of Marketing Income, there are several programs they propose to initially focus their attention on that if approved, AMI under our management, will market and promote with the new program.



ClearVision Sales Model

ClearVision is the ultimate Away From Home Television platform to connect brands and advertisers with decision makers on the go. This will be the first television marketing product specific for airports that truly works in conjunction with the overall airport ad concession. Agencies are excited about the opportunity to be able to specifically pay for and target the airport audience with such a flexible TV product. We will work closely with agencies to develop unique and compelling Away From Home Television campaigns that are airport appropriate and designed to effectively reach the airport target audience. Reaching consumers at home is difficult in today's highly fragmented TV market. ClearVision's slate of premium programming drives highly relevant brand messaging to active consumers away from their homes and for the first time allows them to buy airport only TV!



Our Advertising Sales efforts are led by two of the most experienced media professionals in the Away From Home Television category, Roy Laughlin and Tim Kennedy. Their method for success follows a practicum that engages the media buying community with education and effective creative positioning followed by detailed proof-of-performance reporting. This team will coordinate with our local sales general manager and will be overseen by Pam Horn, Executive Vice President of National/International Sales. Educating agencies on the reach and demographics of the Away From Home Television audience is the first step of our sales process. When focusing on the airport segment this process is well received due to the high value of the airline passenger. Once we bring the agency on board with the Away From Home Television audience we follow up with effective creative positioning.



Ensuring the clients creative is well positioned in relation to the overall content schedule distinguishes Away From Home Television from other media outlets. The basis of this concept is the ability to tie advertising creative into relevant television content that blends the two into a cohesive content stream. Using this technique to acquire and hold the passengers attention is extremely attractive to advertising agencies.

Advertising options will vary from fly in 15 second tower ads to 4 minute sponsored content. This will create advertising opportunities for both local and national advertisers. Advertisers will have the following broadcast video content options:

Tower Ads-	:15 :30 Seconds
Full screen Commercial-	:15 :30 :60 Seconds
Sponsored Content-	:20 sec to 4min
Frequency of Play-	2 X Hr or 12 x day

Prior to purchasing space advertisers will be able to experience the PHL TV network through dynamic and moving sales material. Just as our ad program is designed to attract both local and national advertisers, our sales process incorporates the full range of support material. Our standard power points and one page flyers are complemented by full motion HD video reels to bring their content to life before the campaign even begins. Our engaging sales process is designed to close sales quickly and create long term relationships.

D. A description of the Proposer's service philosophy and how it will be implemented at PHL

We understand that the airport business is a service business. In fact, we look at it like a hospitality business. Travelers expect more service and hospitality from airports than ever before and our "next generation" airport ad programs touch passengers more than ever before. Additionally, the impression "guests" get from

an airport directly affect their perception of the city and region served by that facility. Also, pricing power and resulting revenues depend on how our programs are maintained. With this in mind, airport partners such as Clear Channel Airports have a growing critical role in achieving new expectations. We take that very seriously and are constantly evolving our approach to service for this changing reality.



In all facets of supplying our product, building exceptional displays, maintaining those displays and servicing our clients (the airport and the advertiser) company expectations are set and made clear and standards are on the rise. In fact, we are sure our standards for PHL will set a new industry benchmark just as the rest of our "next generation" program will.

It starts with our product development. We have unmatched overall signage and product development and sourcing that starts with a comprehensive internal Product Review Committee (PRC). The PRC consists of IT, engineering, design, projects and properties, advertiser artwork coordination and marketing leaders within our organization whose job is to "imagineer", find, test and deploy the very best and most innovative message delivery products in the world. Because content management, quality of image and uptime are critical to the usefulness and commercial viability of any digital media we carefully select hardware, services and local support to optimize each product offering.



Our team selects only premier commercial components with five year warranties that are designed to run 24 hours a day and are guaranteed to be replaced overnight if down. Our industrial digital engines are stress tested for durability, reliability and outstanding graphic performance and are networked to our central servers in Allentown where they are monitored around the clock. This ensures reliable playback of all advertisements and that each graphic is properly configured and is displaying at optimum

resolution for maximum impact on your viewing audience. If any problems are detected, most "fixes" can be done immediately through our network.

The CCA digital network at each airport is fully controlled and operated by CCA. Our system engineers design both the local airport digital network and internet connectivity that is highly reliable and serviceable. Our networks give you the assurance that we will maintain constant oversight. Posting content and ads requires close control. To fulfill this, CCA developed our proprietary content management system, AdPortal, which is the premier industry advertising control system. It is through AdPortal that all advertising system digital content is able to be authored, reviewed by CCA, advertisers, and PHL, tested and confirmed for deployment.

In addition to the AdPortal automated review and posting system, CCA will also be introducing an exciting new automated inventory control system with the new PHL program called "CID". CID will be a great friend to PHL and our other "next generation" airport partners. CID is Clear Channel's new internet



based Inventory Dashboard. CID will allow PHL airport staff to log into a live dynamic representation of all current ad program inventory at any given time. Once in, simply click on an inventory location via a map template of all terminals to display the type of inventory, status of the inventory (sold or available), advertiser name or type of filler/PSA, revenue and the term. Additionally, CID will post and archive Airport Revenue Reporting and Monthly Activity reports such as advertisers in and out for the month, hot-listed prospects, special projects or opportunities being pursued, leads being followed-up on etc.

To ensure that our entire concession exceeds service and maintenance standards as well as maximizes sales, we have budgeted to augment our long-time experienced local General Manager Gwen Stokes, Service Manager Pablo Lopez Polar and Administrative Assistant Megan Colson with a dedicated full-time General Manager of Operations. The new Operations GM will be a high-level professional position and will oversee operational issues and be PHL's main point of contact for operations. This position will be filled upon award and will allow Gwen, who will maintain her GM status, to be able to concentrate on maximizing sales while we also dramatically increase service! This will mean a dedicated and Philadelphia based full-time team of 4 for PHL.

The CCA PHL team, with operations office in the terminal, will work as a seamless extension of PHL staff and will constantly be present in the terminals. The following are the maintenance standards set for them and are completely open to being jointly modified and evolved together with PHL management:

CCA SERVICE AND MAINTENANCE STANDARDS SCHEDULE

Next Generation Airport Advertising

From day one throughout the entire term of our agreement provide all service maintenance, replacements and cleaning of all fixtures as required to maintain them in "as new" condition. Oversee all functions of the airport advertising program on-site including daily, weekly, monthly and quarterly reporting.

Be available on call 24/7/365 with a maximum 24 hour response time.

Maintain and manage an inventory of supplies and replacements and vendor service provider's contacts as needed.

Log all activities, repairs and replacements

In the event of unsold static signage a PHL pre-approved type filler or PSA (Concessions promotion, Airport message, City message, Parking message or other) in good condition (no wrinkles, creases, tears, smudges or fading of any kind) MUST be installed. Similar filler, PSA or relevant informational content must appear in the digital network if needed.

As Needed Requirements:

- Oversee and document all work done by sub-contractors
- Install new advertising material within 5 days of receipt.
- Coordinate and oversee any specialty installs as needed.

- Photograph, provide and maintain documentation of all new hardware or advertiser art installations within 48 hours.
- Meeting and calls with airport staff

Complete a full visual inspection of all sites every other day inclusive of the following:

- Visually inspect all displays for fixture condition and functionality, advertisement content, condition and placement.
- Dust/clean all fixtures.
- Replace lights, other parts or components as needed.
- Actively check operation of all telephones, client call buttons and mobile media.
- Clean and polish all components of any car/boat or specialty displays, if applicable.

Provide the following services on a no less than a weekly basis:

- Treat all screens/signs with anti-static solution
- Physically audit maps all and Flysmart 2.0.
- Visit with Airport administration and/or properties staff a minimum of every two weeks.
- Complete and distribute a fully detailed report to corporate project management of time and dates at the Airport, advertising artwork installed or removed, correspondence or communication with Airport staff, issues addressed and issues outstanding with action items and timelines.

Monthly:

- Participate in regularly scheduled operations group conference call.
- A monthly walk-through or more if requested, with appropriate Airport staff to inspect/discuss the CCA program and document and report comments.

Network Operations Monitoring

Both the CCA digital signage and the ClearVision Network will be constantly monitored for the following issues:

- Broadband service interruptions. CCA will be notified the second there is a drop in network connectivity. If this drops persist more than 1 minute or occur multiple times a day this issue will be raised to our ISP.
- Server and Media player check in. Each machine must check in once per hour to ensure it is online and ready to receive content.
- Content update. Once per hour each media player will report the ID of its content to ensure it has retrieved the most recent content.
- LCD status. Multiple times per hour our media player will ensure the LCD setting has not changed. This process will alert us if the LCD went black or if the content is not fitting the screen correctly.

Annually:

- Present an annual review of the status and direction of all aspects of the airport advertising program and future plans. This meeting will include the local GM/s, corporate development and airport relations management and project and/or sales management.

5.4.3 Proposed Equal Employment (Nondiscrimination) and ACDBE Plans

Please attach your proposed Equal Employment (Nondiscrimination) Outreach Plan and ACDBE Plan as required by this RFP including Attachment E.

Equal Opportunity (Nondiscrimination) Outreach Plan and ACDBE Plan Equal Opportunity Policy and Outreach Program

CCA agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or CCA agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; 49 CFR Parts 21, 23 and 26, Act 57 of 1998, 62 Pa. C.S. section 3701, the Fair Practices Ordinance of the Philadelphia Code (Chapter 9-1100) Chapter 17-400 of the Philadelphia Code and the Mayor's Executive Order No. 4-86 as each may be amended from time to time.

CCA actively seeks the participation of disadvantaged, minority and female owned businesses in its subcontracting opportunities by consulting local ACDBE offices, searching ACDBE directories, searching AMAC directories, obtaining community referrals and attending disadvantaged business and/or minority and female business outreach programs when applicable. CCA's ACDBE outreach efforts also include locating vendors to supply materials and parts for displays, outsourcing all local work currently not performed by CCA or its national contractors directly, and identifying advertising sales firms/agents that might be eligible to serve as protégés with CCA under the DOT's mentor-protégé program. CCA instructs all of its subcontractors to utilize similar techniques when searching for and employing second tier subcontractors and includes CCA's equal opportunity and fair employment policy in all subcontractor agreements.

ACDBE Plan

CCA's ACDBE commitment is evidenced through its corporate policy, and specific approach to ACDBE participation at the Philadelphia International Airport.

CCA ACDBE Policy

It is the global policy of CCA that significant and meaningful diversity be achieved at all levels of its advertising operation. To successfully achieve this policy, CCA actively participates in various federal, state and local programs designed to promote diversity and assist traditionally underutilized businesses in participating in airport advertising concessions around the country.

CCA will choose the best ACDBE certified firms to produce the results each individual Airport seeks to achieve. CCA shall continue to support and mentor ACDBE firms, employ firms that are reflective of their local community, and help emerging ACDBE firms evenly compete for future airport contracts.

CCA's ACDBE Policy Objectives

1. To create a level-playing field on which ACDBEs can compete fairly for Department of Transportation ("DOT") assisted contracts.
2. To help remove barriers to the participation of ACDBEs in DOT-assisted contracts.
3. To assist in the development of firms so that they may compete successfully in the market place outside the ACDBE Program.
4. Strive to purchase goods and services for CCA contracts to the maximum extent possible.

Accordingly, it is CCA's pledge that ACDBE firms will have an equal opportunity to participate in the Airport's advertising concession subcontracts.

Plan Oversight

CCA's ACDBE program administration will be overseen by Alex Hopson. Alex is on CCA's in-house legal and business development teams and is instrumental in CCA's pursuit of diversity in all of its advertising programs. He will work closely with Airport Authorities and staff on ACDBE contractual compliance during all stages of the contract life. Alex has been in the aviation industry for over 15 years, is a standing member of the Airport Minority Advisory Council, and was the former concessions director at Cleveland Hopkins International Airport prior to joining the CCA family. *He can be reached at 610-395-8002 ext. 350 or at alexhopson@clearchannel.com*

Specific Approach

Mentor/Protégé Program for Advertising Firms/Agents

CCA as a sales organization does not purchase inventory on an on-going basis, the on-going ACDBE opportunity which best allows achievement of the established ACDBE goals is that of advertising sales agent subcontractor. It is CCA's experience that with proper training and guidance the opportunity exists for local ACDBE sales agents to make a substantial contribution to CCA's advertising program. The revenue earned by these firms/agents will be directly related to the amount of advertising sales that they perform under CCA's aforementioned airport concession agreements. While there is no limit on the amount of sales that may be performed, CCA anticipates this amount to be more than the established ACDBE contract goal. CCA feels this category of work will provide the most meaningful form of participation and impact on the ACDBE participation level at the Airport and in accordance with 49 CFR Part 26 and the implementation of a mentor-protégé program.

CCA seeks to meet the ACDBE goal through subcontracting the local sales opportunity to an ACDBE. Accordingly, CCA has re-confirmed and expanded its relationship with the ACDBE, Trent Communications, Inc. ("Trent"). Trent Communications is a local Philadelphia ACDBE marketing and management firm that has been performing advertising sales with CCA at PHL. CCA expects to continue this relationship and provide Trent Communications and specifically Darryl Trent, its president and CEO, the personal knowledge and training that has helped CCA become a global, multimedia leader.

Specifically, CCA conservatively projects that Trent through its own means and resources along with CCA guidance under the DOT mentor-protégé program shall be responsible for between \$5.3M and \$8.8M of annual gross revenue depending upon the advertising program selected. There exists no limitation on the amount of sales that may be achieved by Trent and CCA actually believes that Trent will actually surpass the projected amount. In terms of ACDBE percentages, Trent is projected to achieve 13.6% of ACDBE participation in terms of total gross revenue. The established goal for ACDBE participation for this concession is 12%.

CCA arrives at this ACDBE projection by averaging the percentage of national and local sales performed by CCA at Philadelphia and four other similarly sized national markets (Ft. Lauderdale, Boston, Detroit, and Seattle) for the immediately preceding two years. In 2010, the local sales at the foregoing airports was 26.8%, and in 2011 to date the average amount of local sales is 27.6%. The two year combined average of local advertising sales is 27.2%. To remain conservative within its estimation, CCA and Trent

agreed to reduce the ACDBE sales projection to only one-half of the CCA 27.2% average local sales in Philadelphia and similarly sized markets. Jointly, CCA as the mentor and Trent as the protégé believe Trent can achieve sales in the approximate amount of 13.6% of the gross revenue. Although 13.6% is one-half of the average, this conservative estimate value is still above the 12% goal established by the Philadelphia Airport.

CCA shall monitor the plan and report the participation achieved by the ACDBE to PHL on a regular basis. In the event that CCA is not meeting the goal, CCA shall take corrective action in accordance with 49 CFR part 23 and PHL's guidance to increase ACDBE participation.

ACDBE Participation Summary

Advertising Program and Contract Term	ACDBE Participation	CCA Total Gross Revenues	ACDBE Participation Percentage Calculation
Combined Advertising Services and Network Programming , Seven Year Term	\$5,836,283	\$42,913,849	13.6%
Combined Advertising Services and Network Programming, Ten Year Term	\$8,870,003	\$65,220,613	13.6%
Advertising Services Only, Seven Year Term	\$5,374,372	\$39,517,445	13.6%
Advertising Services Only, Ten Year Term	\$8,159,703	\$59,997,820	13.6%

ATTACHMENT E

SCHEDULE FOR PARTICIPATION BY AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBEs)

Proposal Number: C-101-12		Name of Proposer: Clear Channel Airports	
ACDBE	Detailed Description of Work or Supply Effort or Joint Venture responsibilities	ACDBE Participation	Type of Contract
	Sales and Marketing	Dollar Amount \$ (or ownership % for joint ventures)	Subcontract
	Name Trent Communications	Proj. Sales \$5,836,283	
	Address 245 Wenner Way		
	Fort Washington, PA 19034 Mr. Darryl Trent 215-542-8852 Contact Person Phone		
Name			
Address			
Contact Person			

PLEASE NOTE:

1. If the Proposer is an ACDBE, it is still required to complete this form and must describe, in detail, the work that it will perform, with its own workforce and the dollar amount of the fees, charges or commissions for the work or goods (if a manufacturer or regular dealer) and the type of contract or a description of joint venture responsibilities and the percentage of joint venture ownership held by the ACDBE.
2. A binding commitment must have been achieved with the ACDBE for the detailed work and dollar amount of participation as reflected by the ACDBE's quotation listed on this Schedule for Participation.
3. ACDBEs listed above must be certified by the PaUCP prior to proposal opening in order to count towards ACDBE participation.

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SCHEDULE FOR PARTICIPATION BY AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBEs)

Proposal Number: C-101-12		Name of Proposer Clear Channel Airports	
ACDBE	Detailed Description of Work or Supply Effort or Joint Venture responsibilities	ACDBE Participation	Type of Contract
Name Trent Communications	Dollar Amount \$ (or ownership % for joint ventures)	Type of Contract Subcontract	
Address 245 Wenner Way	Proj. Sales \$8,870,000		
Fort Washington, PA 19034			
Contact Person Mr. Darryl Trent			
Phone 215-542-8852			
Name			
Address			
Contact Person			
Phone			

PLEASE NOTE:

1. If the Proposer is an ACDBE, it is still required to complete this form and must describe, in detail, the work that it will perform, with its own workforce and the dollar amount of the fees, charges or commissions for the work or goods (if a manufacturer or regular dealer) and the type of contract or a description of joint venture responsibilities and the percentage of joint venture ownership held by the ACDBE.
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Proposal Number: C-101-12		Name of Proposer: Clear Channel Airports	
ACDBE	Detailed Description of Work or Supply Effort or Joint Venture responsibilities Sales and Marketing	Dollar Amount \$ (or ownership % for joint ventures) Proj. Sales \$ 5,374,372	ACDBE Participation Type of Contract Subcontract
Name Trent Communications Address 245 Wenner Way Fort Washington, PA 19034 Mr. Darryl Trent 215-542-8852 Contact Person Phone		Name Address Contact Person Phone	

PLEASE NOTE:

1. If the Proposer is an ACDBE, it is still required to complete this form and must describe, in detail, the work that it will perform, with its own workforce and the dollar amount of the fees, charges or commissions for the work or goods (if a manufacturer or regular dealer) and the type of contract or a description of joint venture responsibilities and the percentage of joint venture ownership held by the ACDBE.
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3. ACDBEs listed above must be certified by the PaUCP prior to proposal opening in order to count towards ACDBE participation.

ATTACHMENT E

SCHEDULE FOR PARTICIPATION BY AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBEs)

Proposal Number: **C-101-12**

Name of Proposer: **Clear Channel Airports**

ACDBE		Detailed Description of Work or Supply Effort or Joint Venture responsibilities	ACDBE Participation	
			Dollar Amount \$ (or ownership % for joint ventures)	Type of Contract
Trent Communications Address 245 Wenner Way Fort Washington, PA 19034 Mr. Darryl Trent 215-542-8852 Contact Person Phone		Sales and Marketing	Proj. Sales \$8,159,703	Subcontract
 Name Address Contact Person				

PLEASE NOTE:

1. If the Proposer is an ACDBE, it is still required to complete this form and must describe, in detail, the work that it will perform, with its own workforce and the dollar amount of the fees, charges or commissions for the work or goods (if a manufacturer or regular dealer) and the type of contract or a description of joint venture responsibilities and the percentage of joint venture ownership held by the ACDBE.
2. A binding commitment must have been achieved with the ACDBE for the detailed work and dollar amount of participation as reflected by the ACDBE's quotation listed on this Schedule for Participation.
3. ACDBEs listed above must be certified by the PaUCP prior to proposal opening in order to count towards ACDBE participation.

ATTACHMENT F

City of Philadelphia Tax Status and Clearance Statement For Applicants

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant's proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant's proposal from further consideration by the Contracting Department. The City of Philadelphia, acting through its Department of Revenue and the Department of Licenses and Inspections, will utilize the information contained in the completed form to review the tax and Philadelphia Code compliance records of the person and/or entity identified below as part of the proposal evaluation process and will report their findings to the Contracting Department and the City's authorized investigatory agents. By signing the certification statement below as Applicant or an authorized representative of Applicant, you represent that Applicant is current and in compliance with, or has made or intends to make satisfactory arrangements with the City to come into compliance with the tax and regulatory provisions of The Philadelphia Code.

Applicant Name	Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports
Contact Name and Title	Toby Sturek, President
Street Address	4635 Crackersport Road
City, State, Zip Code	Allentown, PA 18104
Phone Number	610-395-8002
Federal Employers Identification Number or Social Security Number:	86-080-1051
Philadelphia Business Tax Account Number (if none, state "none") ¹	113548
Business Privilege License Number (if none, state "none") ²	7176241

I certify that the Applicant named above has all required licenses and permits and is current or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, of other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

Authorized Signature Date

Print Name and Title¹ To apply for a City of Philadelphia Business Tax Account Number, please go to <http://business.phila.gov/Pages/Home.aspx> and look for how to register your business.

²

To apply for a Business Privilege License, please go to <http://business.phila.gov/Pages/Home.aspx> and click on "Obtain a Business Privilege License" or "Register Your Business."



Warranties by Proposer

5.5 Warranties By Proposer:

Proposer warrants and represents that all of the following is true and correct:

5.5.1 The Proposer warrants and represents that Proposer's Qualifications Statement set forth in Section 5.2 herein has been completed to the best of the Proposer's ability, and the Proposer affirms that all information contained herein is true, correct and complete.

5.5.2 By submission of its Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, including without limitation the Qualifications Statement, and Proposer authorizes the release to The City of any and all information sought in such inquiry or investigation.

5.5.3 The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from proposing; that the Proposer has not directly or indirectly sought by agreement or communication to secure any advantage against the City; anyone interested in the Proposal as principal are named within the Proposal; that all statements contained in the Proposal are true; that the Proposer has not directly or indirectly divulged information or data relative to the Proposer's Proposal to any other person, partnership, corporation, or association, except to such person or persons as have a direct financial interest in the Proposer's general business.

5.5.4 The Proposer is organized and existing in good standing under the laws of the state of its creation and is certified to do business in the Commonwealth of Pennsylvania and The City of Philadelphia.

5.5.5 The undersigned is an officer of the Proposer with the requisite power and authority to bind the Proposer to the terms and conditions of this RFP and the submitted Proposal. The Proposer agrees that the RFP for which this Proposal is submitted shall consist of the following documents, referred to collectively as the RFP: The RFP and Attachments A, B, C D, E, F, G, H and I and all addenda issued prior to the deadline for receipt of Proposals. .

5.5.6 No City employee or other Proposer responding to this RFP has any interest in Proposer or any Proposal submitted by it in response to this RFP.

5.5.7 Proposer not been prohibited by the City from participating in any City contracts.

5.5.8 Proposer has not been delinquent in its performance of any City contract.

5.5.9 Proposer is financially capable and has all the technical, professional and other expertise required to provide the goods and services required by this RFP.

5.5.10 Receipt of the following addenda is acknowledged, if applicable:

The foregoing Proposal is hereby submitted by the entity signing below in accordance with all terms and conditions as set forth in the Request for Proposal issued by the City of Philadelphia, Procurement Department, for the Installation, Development and Operation of Airport Advertising Program(s) at Philadelphia International Airport.

DATE: _____

(Corporate Seal if Applicable)

PROPOSER:

Clear Channel Outdoor, Inc.,
d/ba/ Clear Channel Airports

Name of Proposer

By: _____

(signature)

Name: Toby Sturek

Title: President of the Airports
Division of Clear Channel
Outdoor, Inc.

Attest: _____

(signature)

Name: _____

Title: _____

[Add signature lines as
necessary below.])

Mailing Address:

4635 Crackersport Road
Allentown, PA 18104



Sara Lee Keller
Executive Vice President and
General Counsel

2201 East Camelback Road, Suite 500, Phoenix, AZ 85016
T 602.381.5700 F 602.381.5781

October 25, 2011

To Whom it May Concern:

I am writing this letter in my capacity as General Counsel of Clear Channel Outdoor, Inc. a Delaware corporation (the "Company") for the purpose of confirming that:

1. Toby Sturek serves as the President of the Clear Channel Airport Division (the "Division").
2. In his capacity as President of the Division, Mr. Sturek has the authority to legally bind the Company by executing the Division's Proposal in response to the City of Philadelphia's Request for Proposals RFP No. C-101-2 Development and Operation of Airport Advertising Program(s) at Philadelphia International Airport and any other documents he deems necessary or appropriate for such proposal.

Should you have any questions about the scope of Mr. Sturek's authority as described above, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Sara Lee Keller', with a long horizontal flourish extending to the right.

Sara Lee Keller

SLK/bk

cc: Toby Sturek

clearchannelOUTDOOR.com

City of Philadelphia
Procurement Department

Addendum No. 2

Dated: 9/26/2011

Concession RFP: C-101-12

RFP Submission Date: October 28, 2011

NOTICE

It is the sole responsibility of the respondent to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any proposal for which all addenda have not been executed and returned.

PROPOSAL FOR

DEVELOPMENT and OPERATION of
AIRPORT ADVERTISING PROGRAM (S)
at
PHILADELPHIA INTERNATIONAL AIRPORT

RFP # C-101-12

IS AMENDED AS FOLLOWS

1. Discard the previous Cover Sheet on Addendum #1, and replace it with the attached Cover Sheet, which correctly lists the RFP submission due date as **October 28, 2011**".
2. To access the airport's ftp site please follow following directions:

Use Windows Explorer (NOT Internet Explorer).

In the address box of Windows Explorer type in: ftp://151.204.51.55/planning

The User Name/Password window should appear.

The User Name to use is: **planuserone**

The password to use is: **mj*7.3p**

The folder to download (copy) is named **Terminals (Levels 1 & 2)**

Right-click on this folder and select **Copy**

Then, anywhere on your desktop screen right-click and select **Paste**

Two **AutoCAD drawings** are contained in that downloaded folder which now should appear on your desktop.

Please sign, date, and return this addendum with your proposal, as it now becomes a part of your proposal.

Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

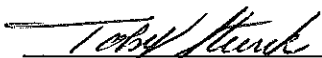
Name of Company

4635 Crackersport Road, Allentown, PA 18104

Address

Telephone: 610-395-8002 Fax: 610-395-4450 Email: TobySturek@clearchannel.com

Telephone/Fax/Email Address



Signature/Title **Toby Sturek, President of the Airports Division of
Clear Channel Outdoor, Inc.**

**City of Philadelphia
Procurement Department**

Addendum No. 1

Dated: 9/23/2012

Concession RFP: C-101-12

RFP Submission Date: October 28, 2012

NOTICE

It is the sole responsibility of the respondent to ensure it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any proposal for which all addenda have not been executed and returned.

**PROPOSAL FOR
DEVELOPMENT and OPERATION of
AIRPORT ADVERTISING PROGRAM (S)
at
PHILADELPHIA INTERNATIONAL AIRPORT**

RFP # C-101-12

IS AMENDED AS FOLLOWS

1. The preproposal meeting held on September 8 was MANDATORY.
This opportunity is only open to firms confirmed present for this meeting.
2. The deadline for submitting questions is **5:00 PM** on September 16, 2011. Oral communications from City personnel or other persons shall not be binding on the City and shall in no way modify the provisions of this RFP.
3. Attached please find questions received for this opportunity and the City's response.
4. Please find attached sign in sheet/ business cards from the preproposal meeting held on September 8.
5. Attached please find Exhibit A.

6. Attached please find the presentation from the preproposal meeting.
7. Requests for a WORD copy of Section 5, are to be sent via email to:
Angela.Rooney@PHL.org

Please sign, date, and return this addendum with your proposal, as it now becomes a part of your proposal.

Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

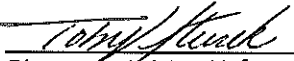
Name of Company

4635 Crackersport Road, Allentown, PA 18104

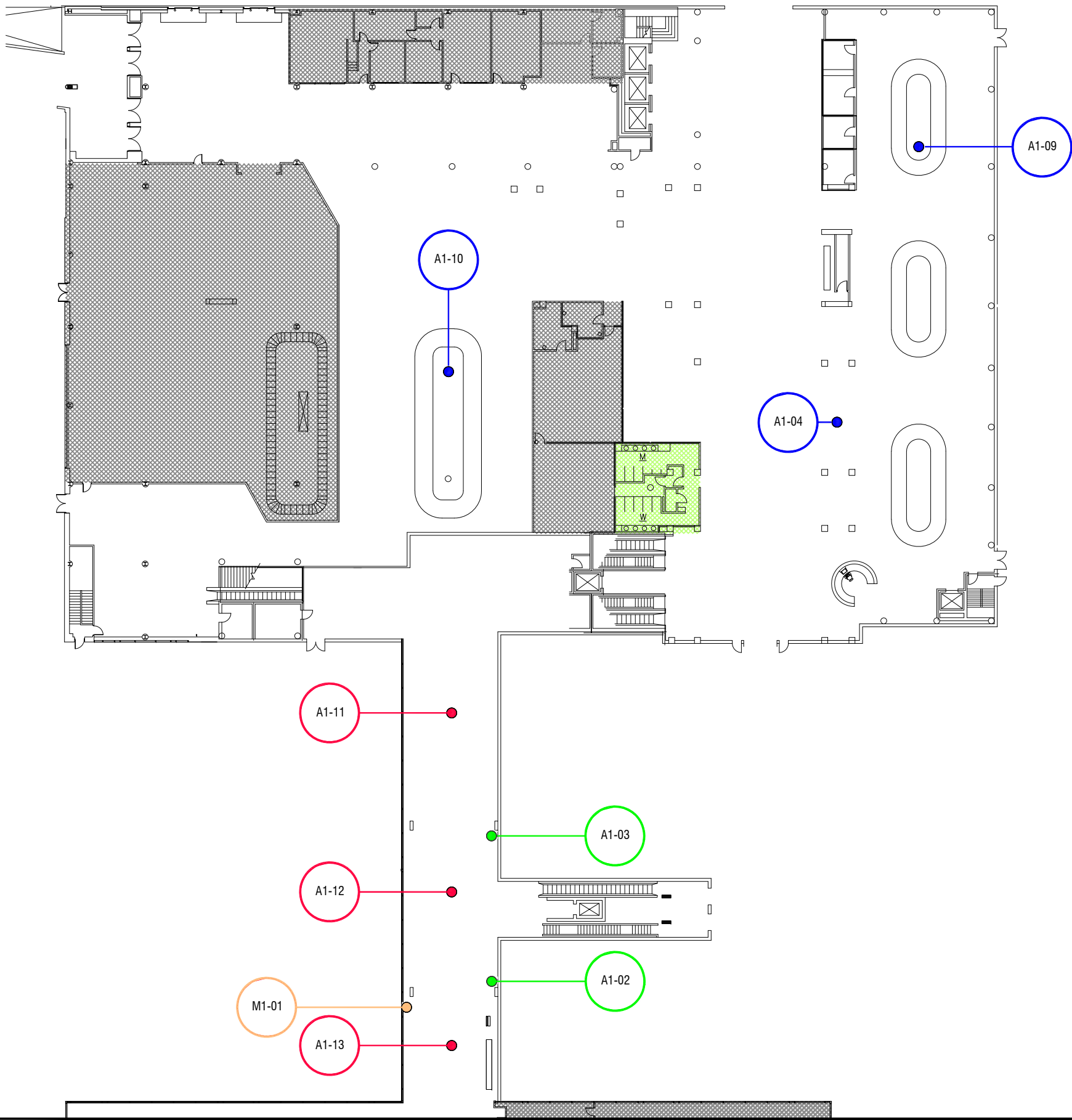
Address

Telephone: 610-395-8002 Fax: 610-395-4450 Email: TobySturek@clearchannel.com

Telephone/Fax/Email Address



Signature/Title Toby Sturek, President of Airports Division of
Clear Channel Outdoor, Inc.



5' X 4' BACKLITS

A1-02	(1) Post Mount LED Backlit Diorama
A1-03	(1) Post Mount LED Backlit Diorama

BANNERS / TENSION FABRIC DISPLAYS

A1-11	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3')
A1-12	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3')
A1-13	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3')

DIGITAL

A1-04	V.I.C. (3) 42" DSC3 Touchscreen Kiosk Units w/ Info Header
A1-09	(1) 2-Sided Bag Deck Mounted 70" LCD
A1-10	(1) 2-Sided Bag Deck Mounted 70" LCD

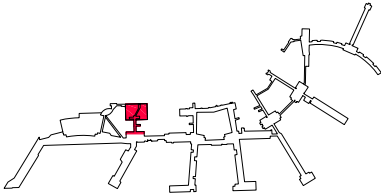
MISCELLANEOUS

M1-01	Window Cling
-------	--------------

THIS EXHIBIT A HEREBY MODIFIES ALL PREVIOUS EXHIBIT AS' SPECIFIC TO THE FOLLOWING LOCATIONS ONLY:

(IF THE CHANGES ARE OBVIOUS AND JUST A FEW ON THE UPDATED EXHIBITS (EXHIBIT A.1, A.2, A.3, ETC.), THEN IT WOULD NOT BE NECESSARY TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MORE INVOLVED THEN THE CHANGES SHOULD BE SPECIFIC/DETAILED) IE:

MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S).
ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).

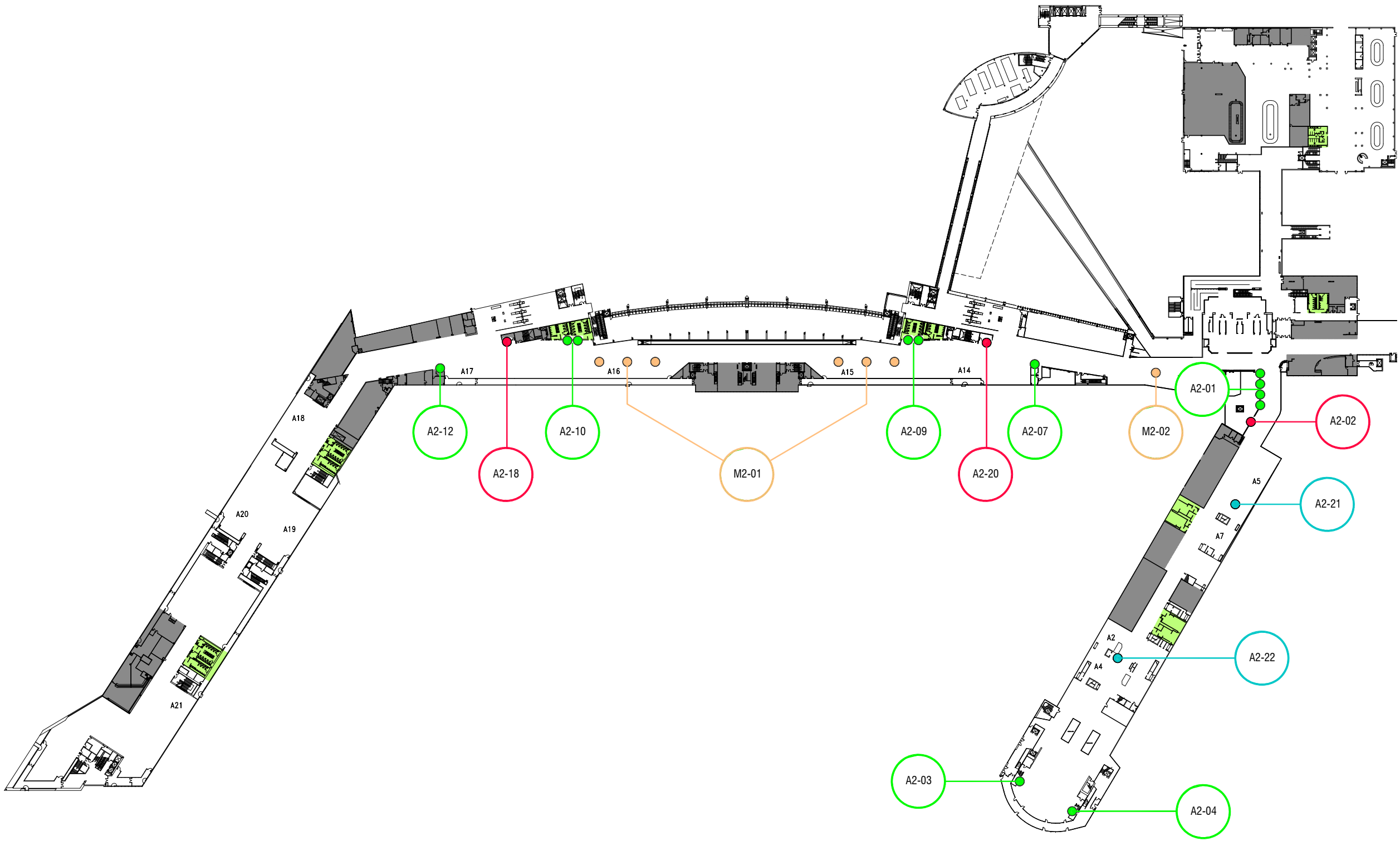


Typical Design for: Visitor Information Center (3) 42" DSC3 Touchscreen Kiosk Units w/ Information Header

Design Typical of These Locations

- A1-04
- BC1-09
- BC1-24
- DE1-09
- DE1-14
- F1-16





5' X 4' BACKLITS

A2-01	(4) Wall Mount LED Backlit Dioramas
A2-03	(1) Wall Mount LED Backlit Diorama
A2-04	(1) Wall Mount LED Backlit Diorama
A2-07	(1) Wall Mount LED Backlit Diorama
A2-09	(2) Wall Mount LED Backlit Dioramas
A2-10	(2) Wall Mount LED Backlit Dioramas
A2-12	(1) Wall Mount LED Backlit Diorama

BANNERS / TENSION FABRIC DISPLAYS

A2-02	(1) Wall Mount LED Backlit Tension Fabric Display (approx 7' x 11')
A2-18	(1) Tension Fabric Display (approx 7' x 11')
A2-20	(1) Tension Fabric Display (approx 7' x 11')

FIDS

A2-21	FID Integration
A2-22	FID Integration

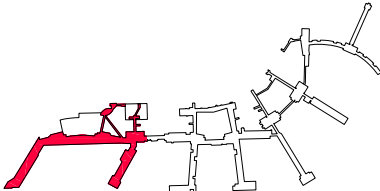
MISCELLANEOUS

M2-01	(6) Wayfinding Tension Fabric Banners
M2-02	Tension Fabric Display on Soffit

THIS EXHIBIT A HEREBY MODIFIES ALL PREVIOUS EXHIBIT AS' SPECIFIC TO THE FOLLOWING LOCATIONS ONLY:

(IF THE CHANGES ARE OBVIOUS AND JUST A FEW ON THE UPDATED EXHIBITS (EXHIBIT A.1, A.2, A.3, ETC.), THEN IT WOULD NOT BE NECESSARY TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MORE INVOLVED THEN THE CHANGES SHOULD BE SPECIFIC/DETAILED) IE:

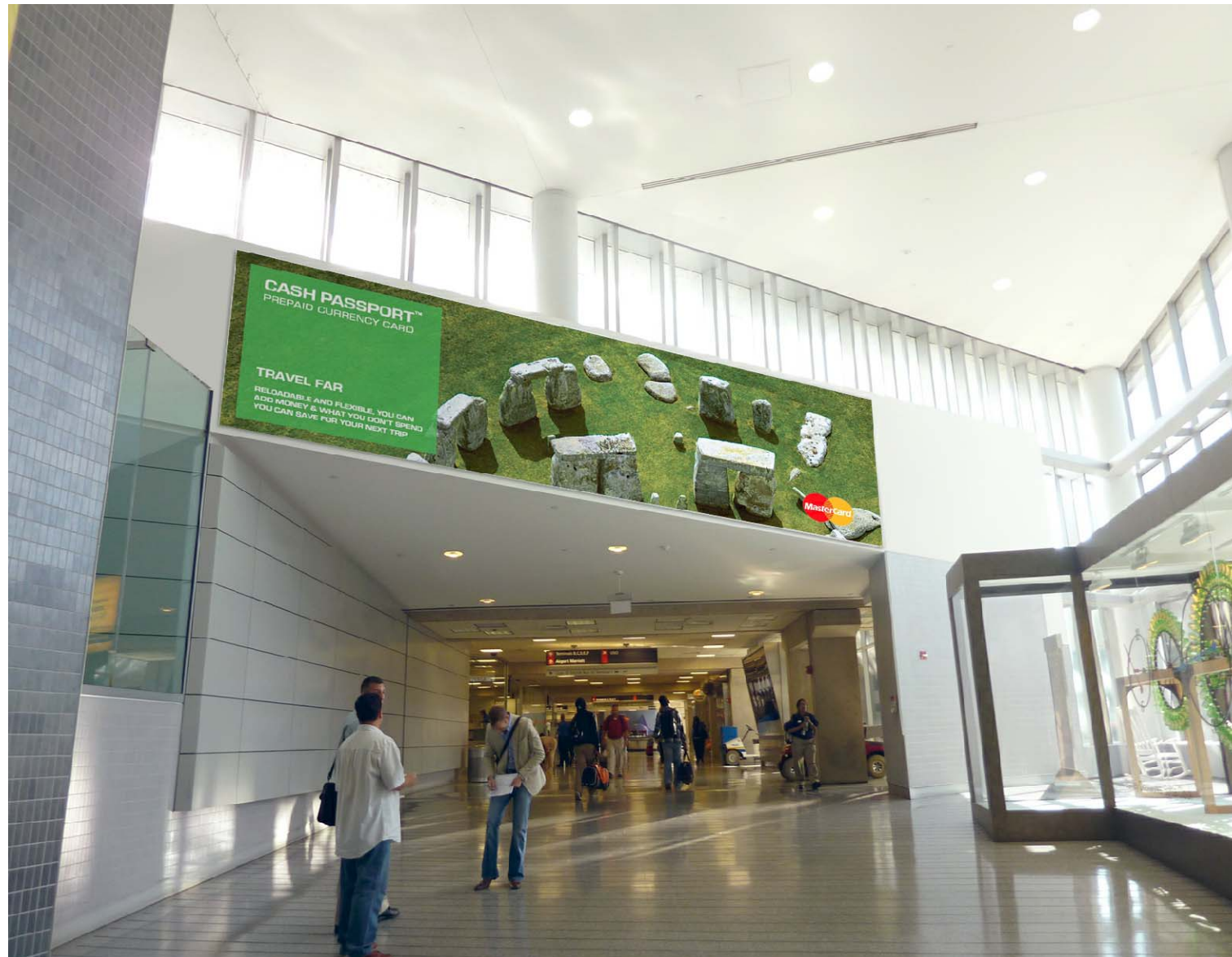
MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S).
ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).

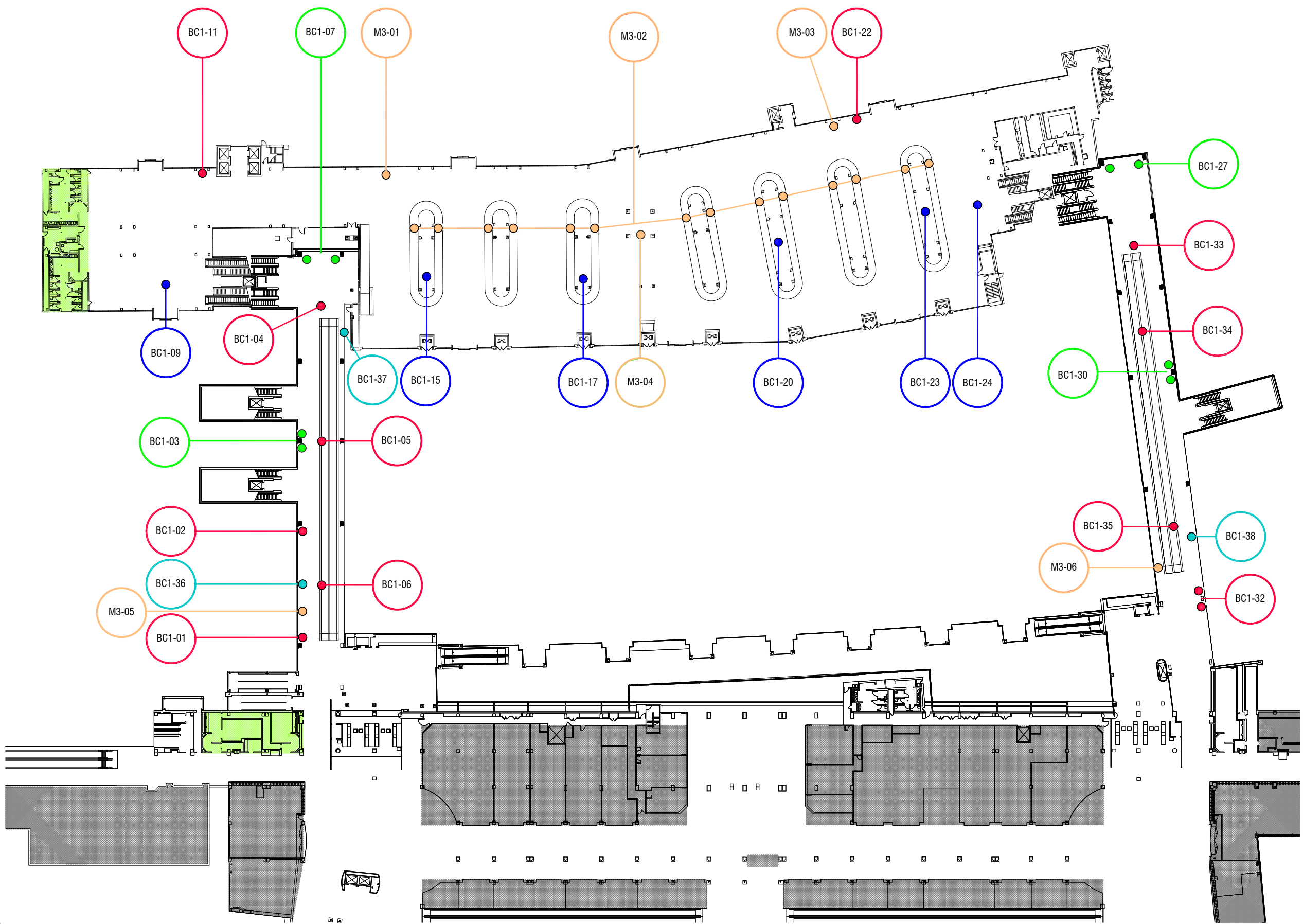


Typical Design for: Tension Fabric
Display on Soffit

Design Typical of These Locations

M2-01





5' X 4' BACKLITS

BC1-03	(2) Post Mount LED Backlit Dioramas
BC1-07	(2) Post Mount LED Backlit Dioramas
BC1-27	(2) Post Mount LED Backlit Dioramas
BC1-30	(2) Post Mount LED Backlit Dioramas

BANNERS / TENSION FABRIC DISPLAYS

BC1-01	(1) Post Mount LED Backlit Tension Fabric Display (approx 7' x 11')
BC1-02	(1) Post Mount LED Backlit Tension Fabric Display (approx 7' x 11')
BC1-04	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
BC1-05	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
BC1-06	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
BC1-11	(1) Post Mount LED Backlit Tension Fabric Display (approx 7' x 11')
BC1-22	(1) Post Mount LED Backlit Tension Fabric Display (approx 7' x 11')
BC1-32	(2) Post Mount LED Backlit Tension Fabric Displays (approx 7' x 11')
BC1-33	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
BC1-34	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
BC1-35	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)

DIGITAL

BC1-09	V.I.C. (3) 42" DSC3 Touchscreen Kiosk Units w/ Info Header
BC1-15	(1) 2-Sided Bag Deck Mounted 70" LCD
BC1-17	(1) 2-Sided Bag Deck Mounted 70" LCD
BC1-20	(1) 2-Sided Bag Deck Mounted 70" LCD
BC1-23	(1) 2-Sided Bag Deck Mounted 70" LCD
BC1-24	V.I.C. (3) 42" DSC3 Touchscreen Kiosk Units w/ Info Header

FIDS

BC1-36	FID Integration
BC1-37	FID Integration
BC1-38	FID Integration

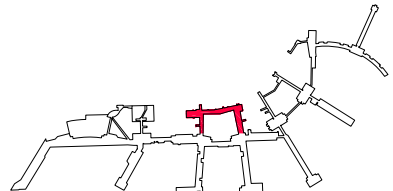
MISCELLANEOUS

M3-01	Exhibit Space
M3-02	(14) Bag Belt Wraps (2 Per Belt)
M3-03	Exhibit Space
M3-04	Exhibit Space
M3-05	Window Cling
M3-06	Window Cling

THIS EXHIBIT A HEREBY MODIFIES ALL PREVIOUS EXHIBIT AS' SPECIFIC TO THE FOLLOWING LOCATIONS ONLY:

(IF THE CHANGES ARE OBVIOUS AND JUST A FEW ON THE UPDATED EXHIBITS (EXHIBIT A.1, A.2, A.3, ETC.), THEN IT WOULD NOT BE NECESSARY TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MORE INVOLVED THEN THE CHANGES SHOULD BE SPECIFIC/DETAILED) IE:

MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S).
ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).



Typical Design for: Post Mount LED Backlit Diorama

Design Typical of These Locations

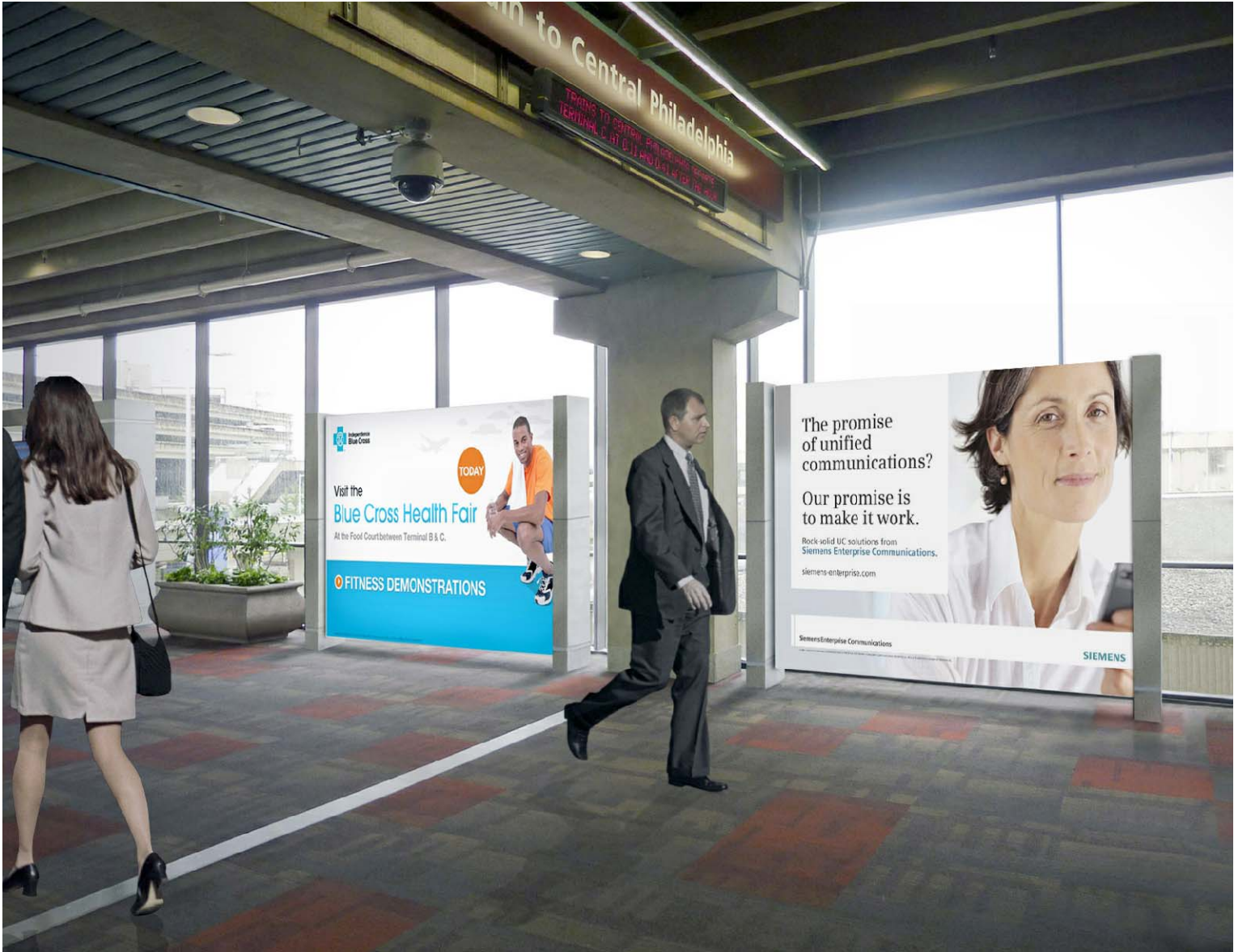
- | | | |
|--------|--------|--------|
| A1-02 | A1-03 | BC1-03 |
| BC1-07 | BC1-27 | BC1-30 |
| BC2-08 | BC2-09 | BC2-19 |
| BC2-21 | BC2-28 | DE1-03 |
| DE1-05 | DE1-25 | DE1-33 |
| F1-17 | | |



Typical Design for: Post Mount LED
Backlit Tension Fabric Display
(approx 12' x 3')

Design Typical of These Locations

- BC1-01
- BC1-02
- BC1-11
- BC1-22
- BC1-32
- DE1-01
- DE1-27



Typical Design for: Temporary Event
Based 2-Sided Hanging Tension
Fabric Banner (approx 12' x 3')

Design Typical of These Locations

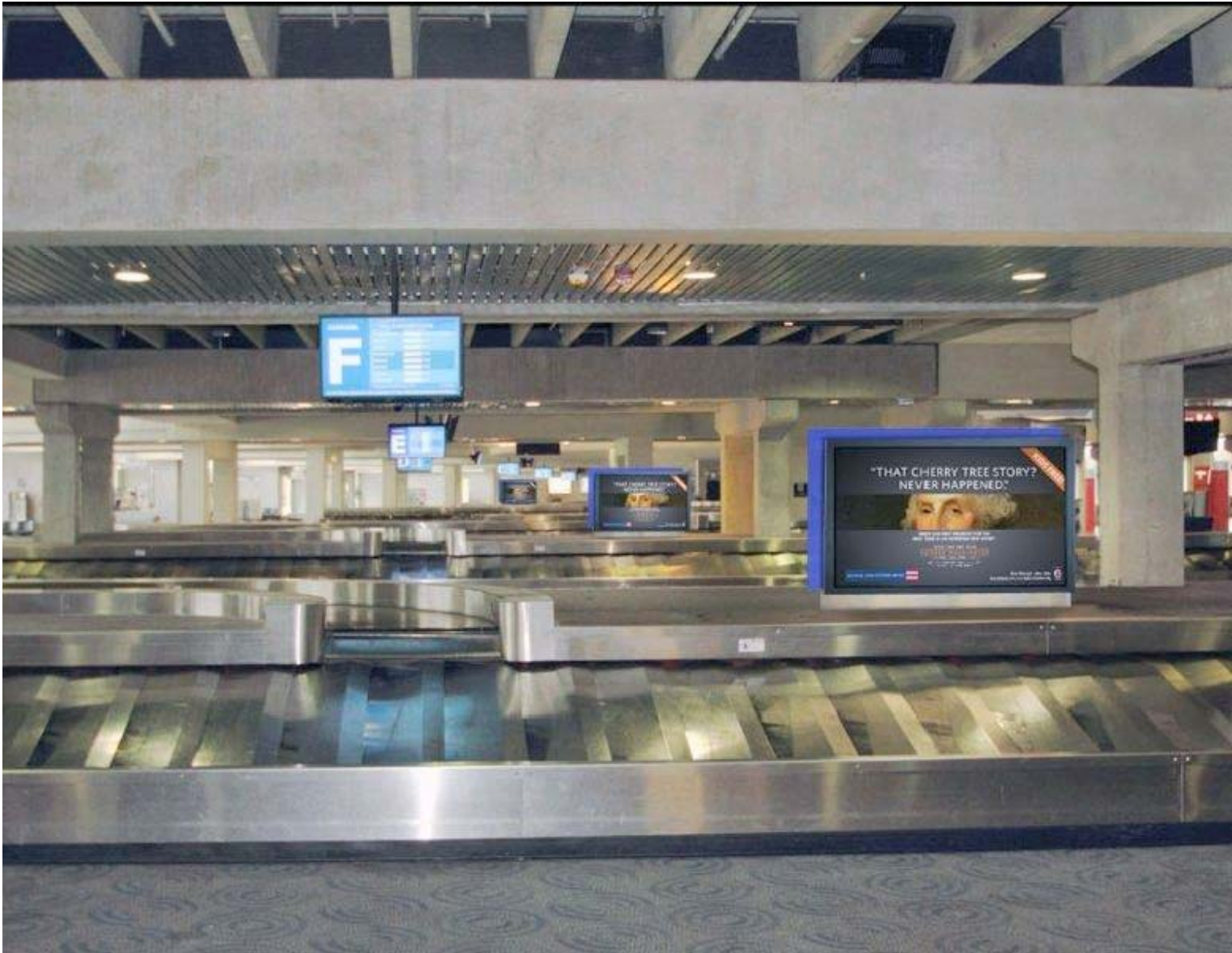
- | | | |
|--------|--------|--------|
| A1-11 | A1-12 | A1-13 |
| BC1-04 | BC1-05 | BC1-06 |
| BC1-33 | BC1-34 | BC1-35 |
| DE1-06 | DE1-07 | DE1-08 |
| DE1-30 | DE1-31 | DE1-32 |



Typical Design for: 2-Sided Bag Deck Mounted 70" LCD

Design Typical of These Locations

- A1-09
- A1-10
- BC1-15
- BC1-17
- BC1-20
- BC1-23



Typical Design for: Exhibit Space

Design Typical of These Locations

M3-04





5' X 4' BACKLITS

BC2-05	(2) LED Backlit Dioramas w/ Free-Charge Station
BC2-08	(1) Post Mount LED Backlit Diorama
BC2-09	(1) Post Mount LED Backlit Diorama w/ Optional Exhibit Space
BC2-12	(3) Wall Mount LED Backlit Dioramas
BC2-19	(1) Post Mount LED Backlit Diorama
BC2-20	(2) LED Backlit Dioramas w/ Free-Charge Station
BC2-21	(1) Post Mount LED Backlit Diorama w/ Optional Exhibit Space
BC2-24	(3) Wall Mount LED Backlit Dioramas
BC2-28	(1) Post Mount LED Backlit Diorama

BANNERS / TENSION FABRIC DISPLAYS

BC2-04	(1) Post Mount LED Backlit Tension Fabric Display (approx 7' x 11')
BC2-06	(1) Post Mount LED Backlit Tension Fabric Display (approx 7' x 11')
BC2-07	(1) LED Backlit Tension Fabric Display (approx 7' x 11')
BC2-17	(1) Post Mount LED Backlit Tension Fabric Display (approx 7' x 11')
BC2-18	(1) Post Mount LED Backlit Tension Fabric Display (approx 7' x 11')
BC2-22	(1) LED Backlit Tension Fabric Display (approx 7' x 11')
BC2-26	(1) 4-Sided Tension Fabric Display w/ Free-Charge Station
BC2-30	(1) 4-Sided Tension Fabric Display w/ Free-Charge Station

DIGITAL

BC2-03	(1) Central 70" LCD Incorporated Into FID Bank
BC2-14	(1) 2-Panel x 4-Panel Soffit Video Matrix Wall
BC2-16	(1) Central 70" LCD Incorporated Into FID Bank
BC2-25	(1) 2-Panel x 4-Panel Soffit Video Matrix Wall
BC2-27	(4) Synchronized 55" Vertical LCD Screens (WALK-4)
BC2-32	(4) Synchronized 55" Vertical LCD Screens (WALK-4)
M4-02	Digital Development Space
M4-04	Digital Development Space

FIDS

BC2-33	FID Integration
BC2-34	FID Integration
BC2-35	FID Integration
BC2-36	FID Integration
BC2-37	FID Integration

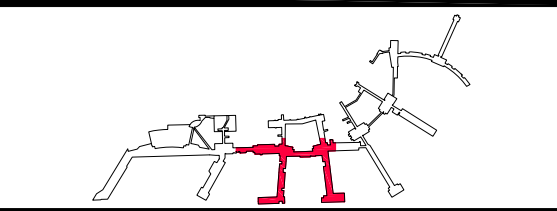
MISCELLANEOUS

M4-01	Tension Fabric Display
M4-03	Exhibit Space
M4-05	Column Wraps
M4-06	Column Wraps

THIS EXHIBIT A HEREBY MODIFIES ALL PREVIOUS EXHIBIT AS' SPECIFIC TO THE FOLLOWING LOCATIONS ONLY:

(IF THE CHANGES ARE OBVIOUS AND JUST A FEW ON THE UPDATED EXHIBITS (EXHIBIT A.1, A.2, A.3, ETC.), THEN IT WOULD NOT BE NECESSARY TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MORE INVOLVED THEN THE CHANGES SHOULD BE SPECIFIC/DETAILED) IE:

MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S).
ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).



Typical Design for: Central 70" LCD
Incorporated Into FID Bank

Design Typical of These Locations

BC2-03

BC2-16



Typical Design for: Digital Development Space

Design Typical of These Locations

M4-02

M4-04



Typical Design for: (4) Synchronized
55" Vertical LCD Screens (Walk-4)

Design Typical of These Locations

BC2-27

BC2-32



Typical Design for: (1) Post Mount
LED Backlit Tensions Fabric Display
(approx 7' x 11')

Design Typical of These Locations

BC2-04

BC2-06

BC2-17

BC2-18



Typical Design for: (2) LED Backlit Diorama w/ Free-Charge Station

Design Typical of These Locations

- BC2-05
- BC2-20
- DE2-12
- DE2-15
- F1-09



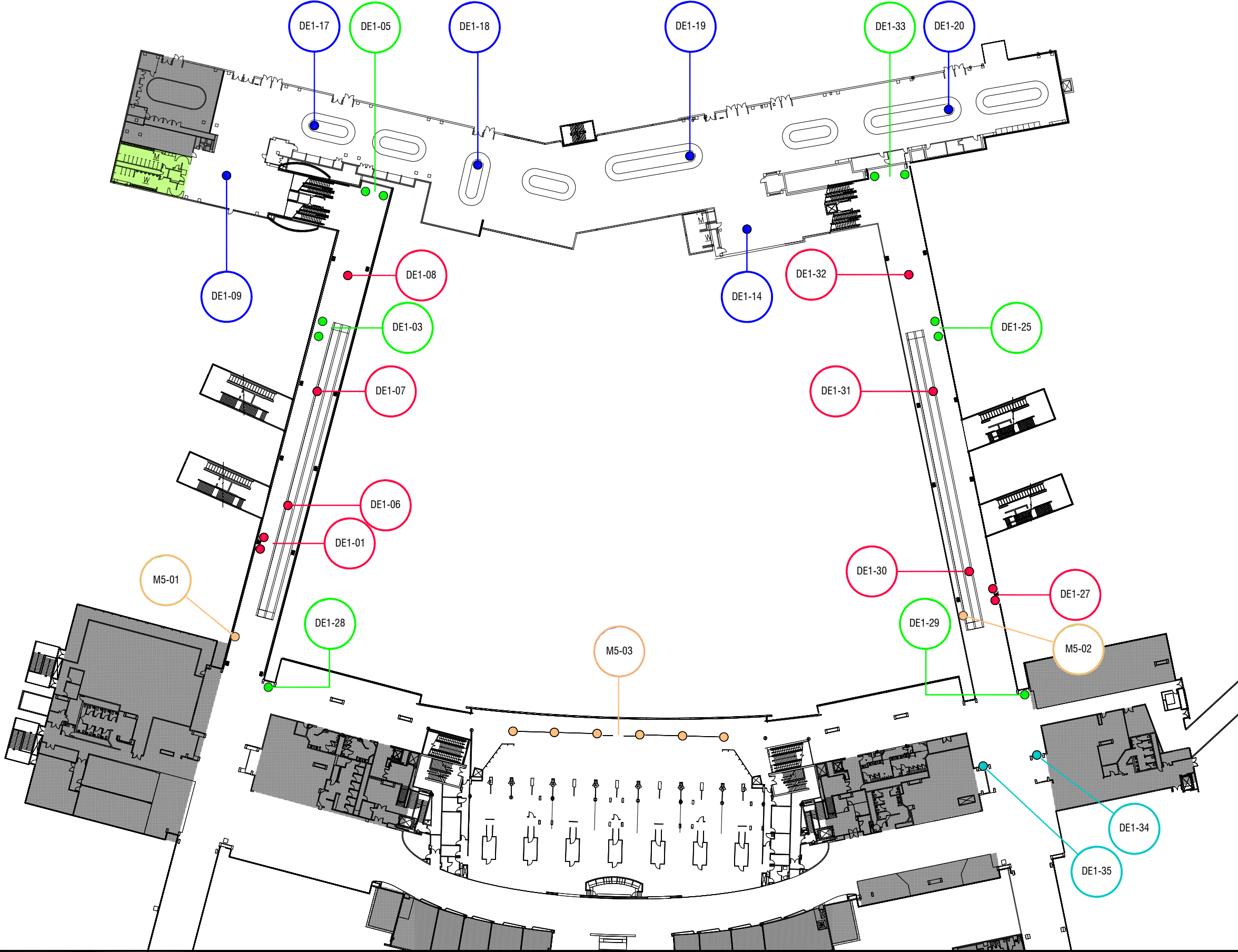
Typical Design for: (1) 2-Panel x
4-Panel Soffit Video Matrix Wall

Design Typical of These Locations

BC2-14

BC2-25





5' X 4' BACKLITS	
DE1-03	(2) Post Mount LED Backlit Dioramas
DE1-05	(2) Post Mount LED Backlit Dioramas
DE1-25	(2) Post Mount LED Backlit Dioramas
DE1-28	(1) Wall Mount LED Backlit Diorama
DE1-29	(1) Wall Mount LED Backlit Diorama
DE1-33	(2) Post Mount LED Backlit Dioramas

BANNERS / TENSION FABRIC DISPLAYS	
DE1-01	(2) Post Mount LED Backlit Tension Fabric Displays (approx 7' x 11')
DE1-06	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
DE1-07	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
DE1-08	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
DE1-27	(2) Post Mount LED Backlit Tension Fabric Displays (approx 7' x 11')
DE1-30	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
DE1-31	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)
DE1-32	(1) Temp. Event Based 2-Sided Hanging Tension Fabric Banner (approx 12' x 3)

DIGITAL	
DE1-09	V.I.C. (3) 42" DSC3 Touchscreen Kiosk Units w/ Info Header
DE1-14	V.I.C. (3) 42" DSC3 Touchscreen Kiosk Units w/ Info Header
DE1-17	(1) 2-Sided Bag Deck Mounted 70" LCD
DE1-18	(1) 2-Sided Bag Deck Mounted 70" LCD
DE1-19	(1) 2-Sided Bag Deck Mounted 70" LCD
DE1-20	(1) 2-Sided Bag Deck Mounted 70" LCD

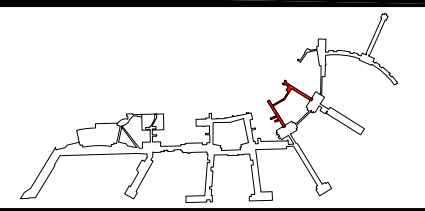
FIDS	
DE1-34	FID Integration
DE1-35	FID Integration

MISCELLANEOUS	
M5-01	Window Cling
M5-02	Window Cling
M5-03	Column Wraps

THIS EXHIBIT A HEREBY MODIFIES ALL PREVIOUS EXHIBIT AS' SPECIFIC TO THE FOLLOWING LOCATIONS ONLY:

(IF THE CHANGES ARE OBVIOUS AND JUST A FEW ON THE UPDATED EXHIBITS (EXHIBIT A.1, A.2, A.3, ETC.), THEN IT WOULD NOT BE NECESSARY TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MORE INVOLVED THEN THE CHANGES SHOULD BE SPECIFIC/DETAILED) IE:

MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S).
ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).



Typical Design for: (1) 2-Sided Bag Deck Mounted 70" LCD

Design Typical of These Locations

DE1-17

DE1-18

DE1-19

DE1-20

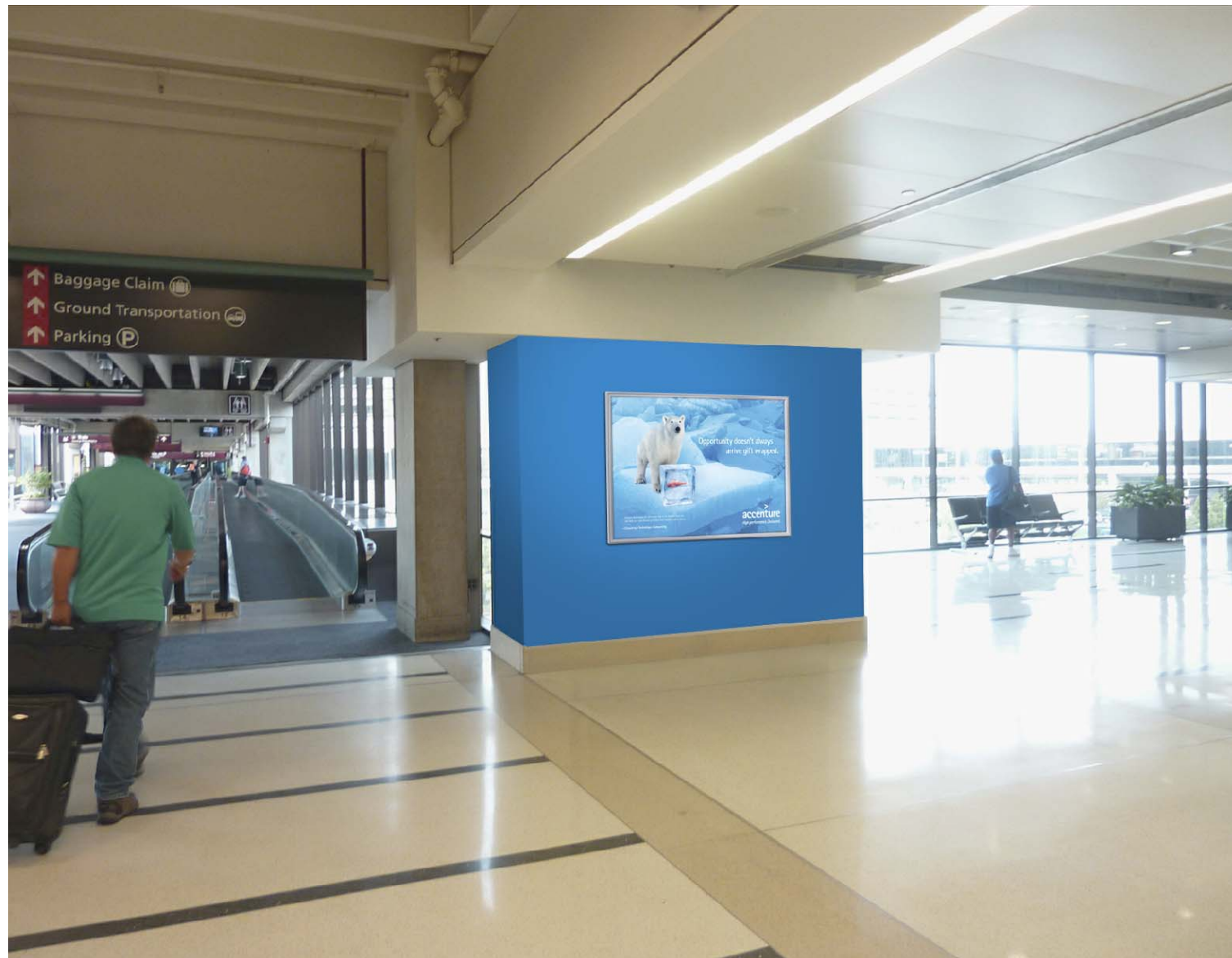


Typical Design for: (1) Wall Mount
LED Backlit Diorama

Design Typical of These Locations

DE1-28

DE1-29





BACKLITS	
DE2-08	(2) Wall Mount LED Backlit Dioramas
DE2-12	(2) LED Backlit Dioramas w/ Free-Charge Station
DE2-15	(2) LED Backlit Dioramas w/ Free-Charge Station
DE2-22	(2) Wall Mount LED Backlit Dioramas

BANNERS / TENSION FABRIC DISPLAYS	
DE2-07	(1) LED Backlit Tension Fabric Display (approx 7' x 11')
DE2-09	(1) LED Backlit Tension Fabric Display (approx 7' x 11')
DE2-21	(1) LED Backlit Tension Fabric Displays (approx 7' x 11')

DIGITAL	
DE2-01	Digital Testbed Platform Development Space
DE2-04	(1) Post Mount 70" LCD
DE2-05	(1) Post Mount 70" LCD

MISCELLANEOUS	
DE2-02	Custom Development
DE2-03	Custom Development

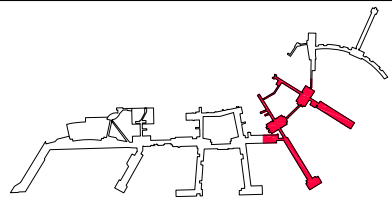
FIDS	
DE2-23	FID Integration
DE2-24	FID Integration
DE2-25	FID Integration
DE2-26	FID Integration
DE2-27	FID Integration
DE2-28	FID Integration
DE2-29	FID Integration
DE2-30	FID Integration

MISCELLANEOUS	
M6-01	Tension Fabric Display
M6-04	Experiential Ambient Space

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ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).



Typical Design for: Custom Development

Design Typical of These Locations

DE2-02

DE2-03



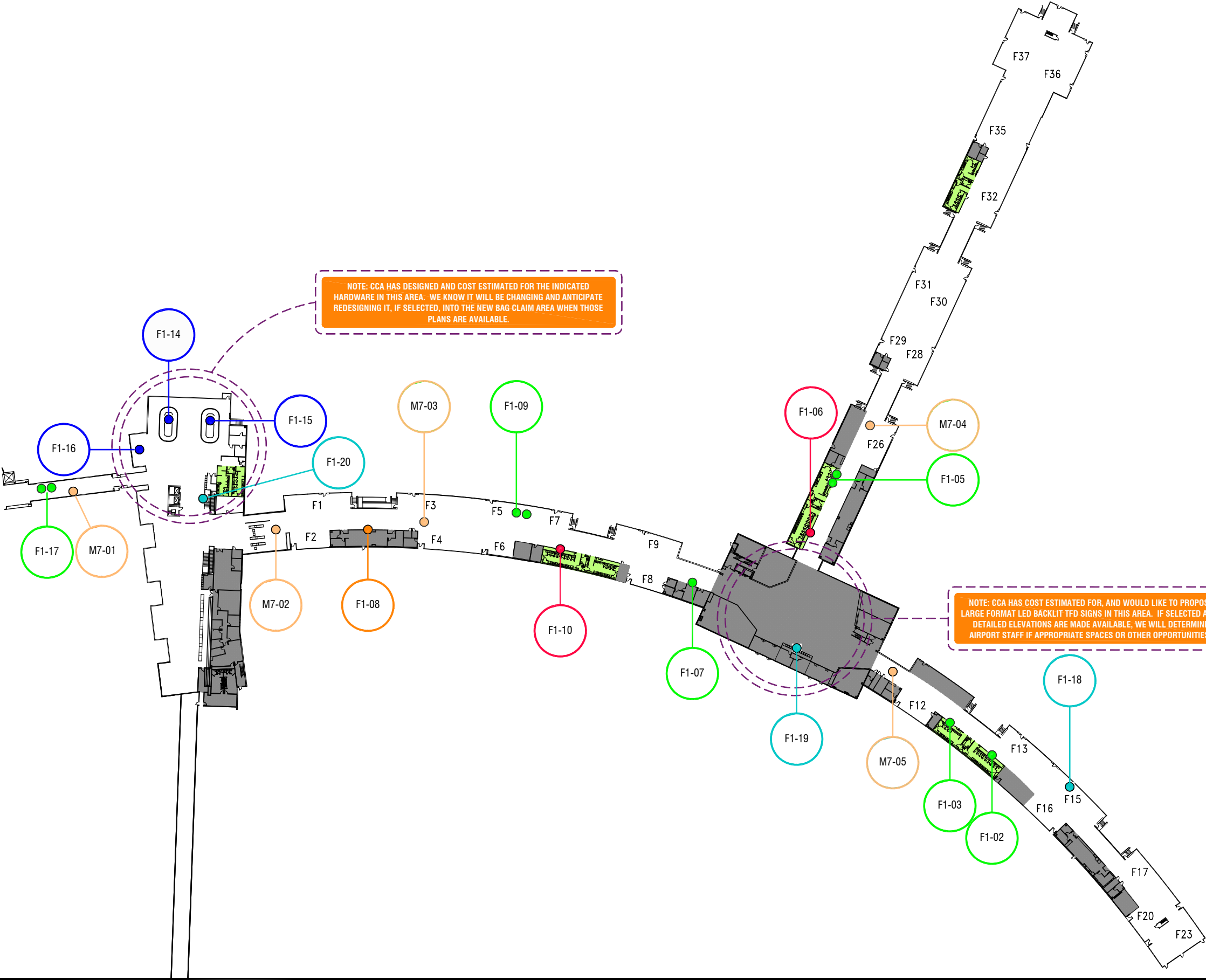
Typical Design for: (1) Post Mount
70" LCD

Design Typical of These Locations

DE2-04

DE2-05





5' X 4' BACKLITS

F1-02	(1) Wall Mount LED Backlit Diorama
F1-03	(1) Wall Mount LED Backlit Diorama
F1-05	(2) Wall Mount LED Backlit Dioramas
F1-07	(1) Wall Mount LED Backlit Diorama
F1-09	(2) LED Backlit Dioramas w/ Free-Charge Station
F1-17	(2) Post Mount LED Backlit Dioramas

BANNERS / TENSION FABRIC DISPLAYS

F1-06	(1) LED Backlit Tension Fabric Display (approx 7' x 11')
F1-10	(1) LED Backlit Tension Fabric Display (approx 7' x 11')

DIGITAL

F1-14	(1) Single-Sided Bag Deck Mounted 70" LCD
F1-15	(1) Single-Sided Bag Deck Mounted 70" LCD
F1-16	V.I.C. (3) 42" DSC3 Touchscreen Kiosk Units w/ Info Header

MISCELLANEOUS

F1-08	Custom Development
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FIDS

F1-18	FID Integration
F1-19	FID Integration
F1-20	FID Integration

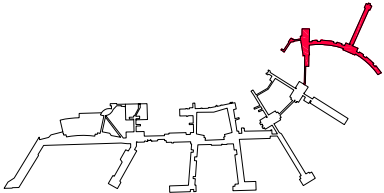
MISCELLANEOUS

M7-01	Window Cling
M7-02	Wayfinding Tension Fabric Banner
M7-03	Wayfinding Tension Fabric Banner
M7-04	Wayfinding Tension Fabric Banner
M7-05	Wayfinding Tension Fabric Banner

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MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S).
ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).



Typical Design for: Custom Development

Design Typical of These Locations

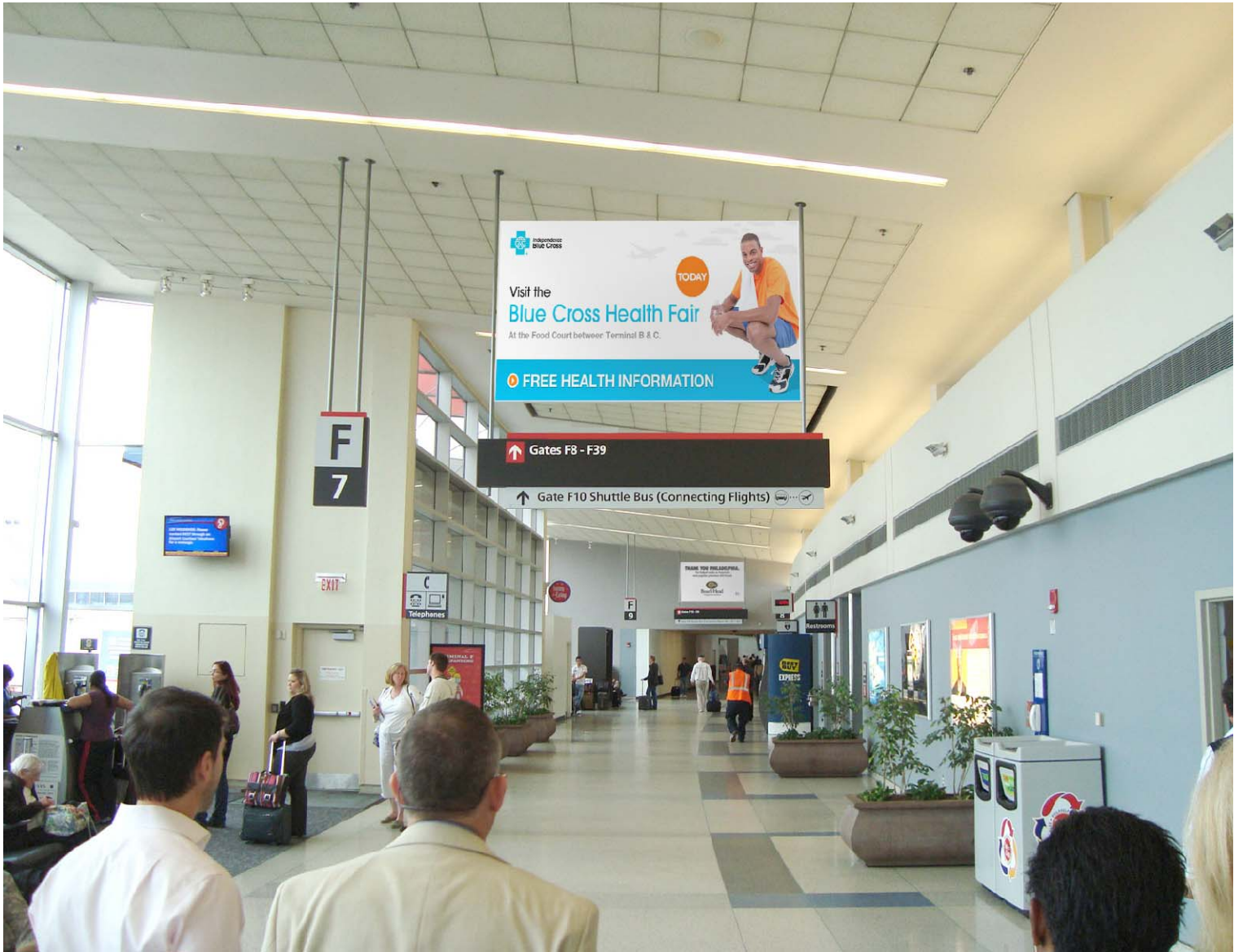
F1-08

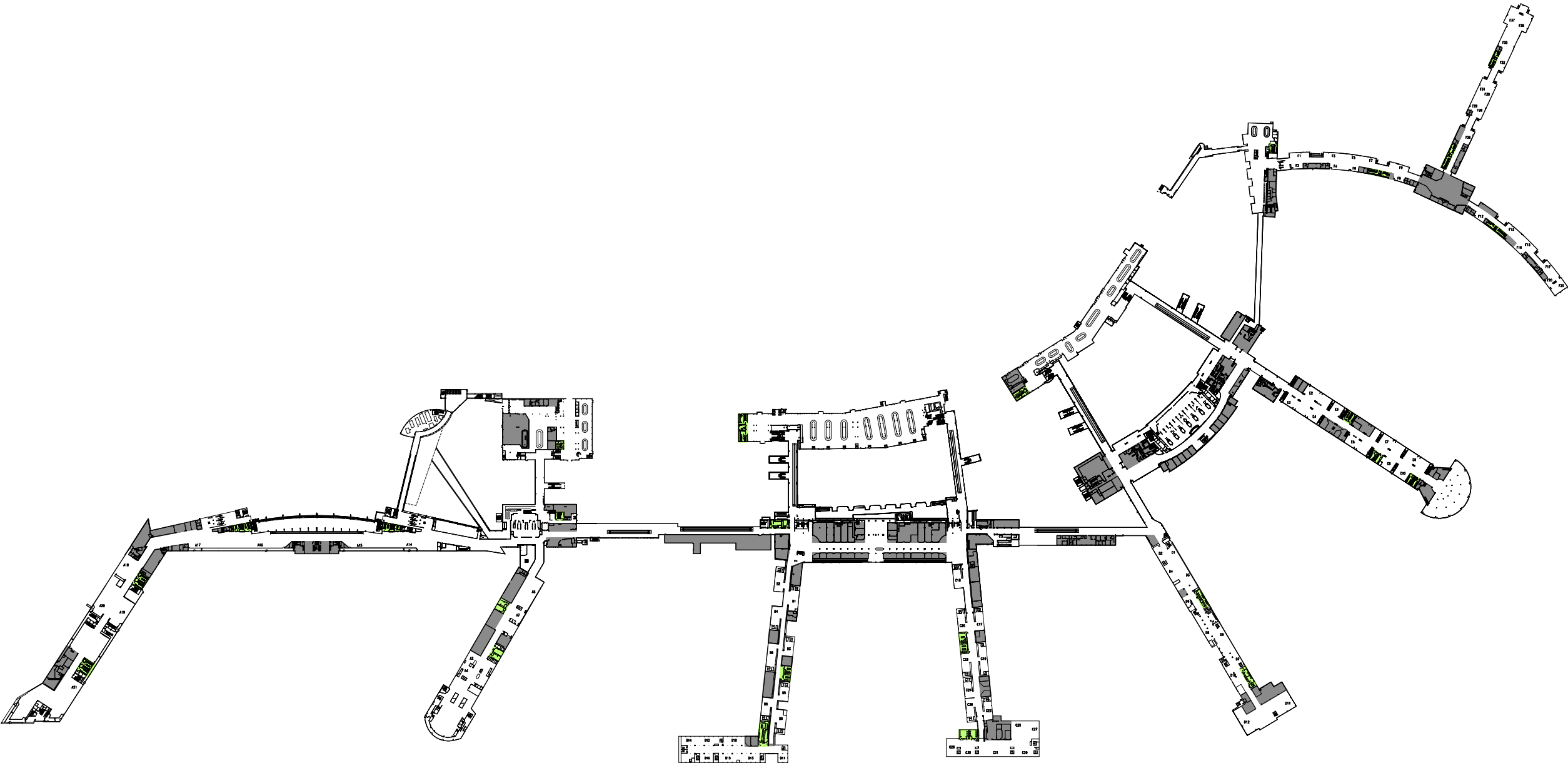


Typical Design for: Wayfinding
Tension Fabric Banner

Design Typical of These Locations

- M2-01
- M7-02
- M7-03
- M7-04
- M7-05





MISCELLANEOUS INVENTORY: NOT SHOWN ON MAP

AIRPORT WEBSITE ADVERTISING/SPONSORSHIP

OPT-33 | Airport Website Advertising/Sponsorship opportunities as available

AMI

OPT-34 | Internal Sponsorship and Experiential Marketing opportunities & concepts
(Locations to be Submitted for approval)

JETWAYS

OPT-35 | (110) Interior and Exterior Jetbridge Wraps

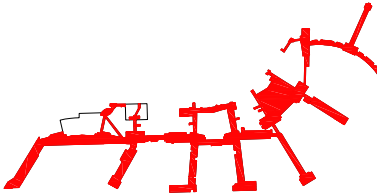
SECURITY BIN ADVERTISING

OPT-36 | Sponsorship Advertising Bin Adhesives

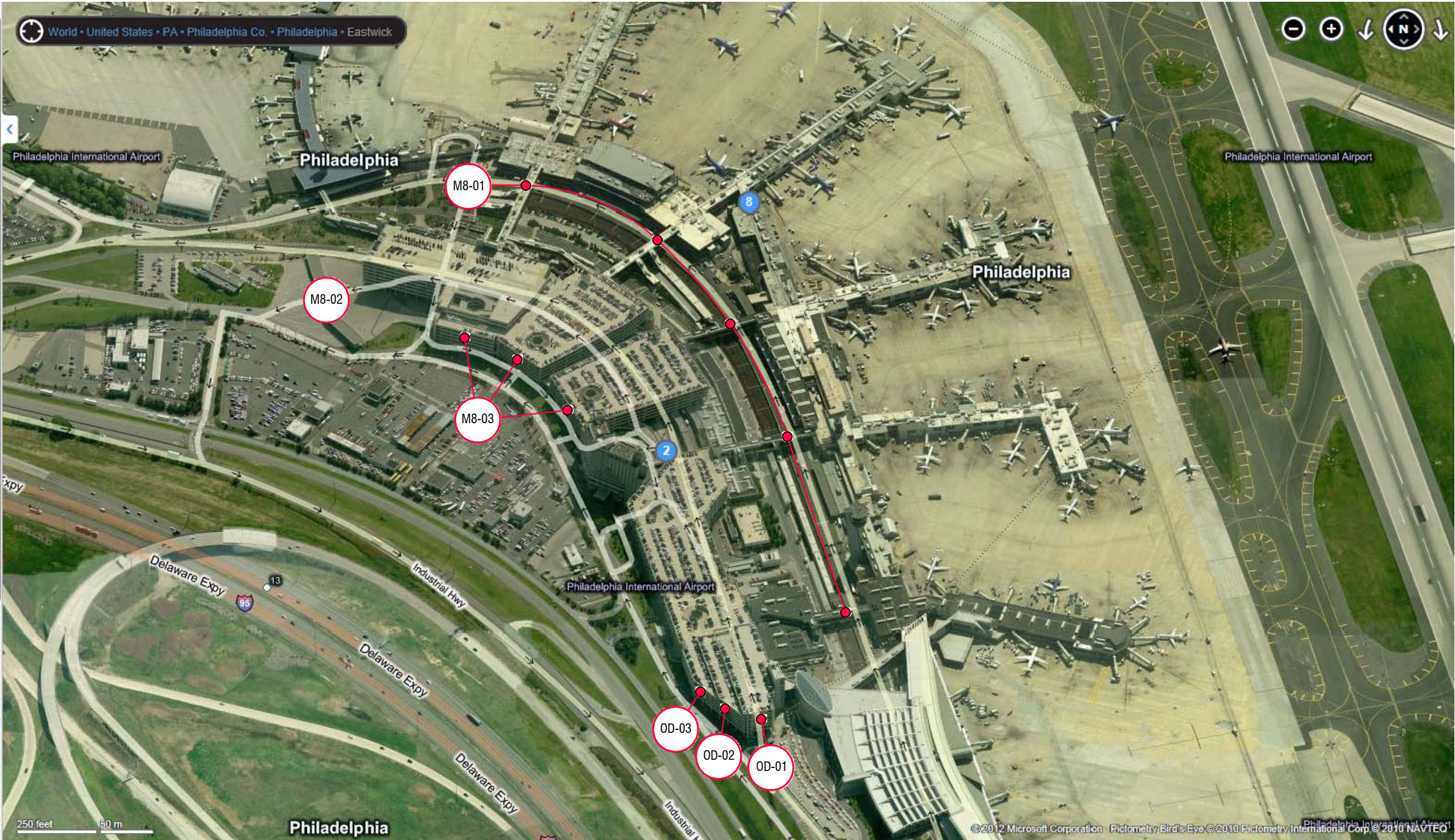
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MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S).
ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).



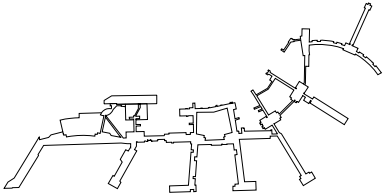
OD-01	Outdoor Garage Banner
OD-02	Outdoor Garage Banner
OD-03	Outdoor Garage Banner
M8-01	Pedestrian Walkway Wrap (Partial External)
M8-02	Toll Plaza Sponsorship
M8-03	Garage and/or Parking Program Sponsorship Opportunities (concepts & locations to be submitted for approval)



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MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S).
ADD SUPPLEMENTARY LOCATIONS.
RELOCATE EXISTING LOCATION(S).



**Typical Design for: Way Philly
Moves Sponsorship Opportunity**

Design Typical of These Locations

M8-03



Typical Design for: Toll Plaza Sponsorship

Design Typical of These Locations

M8-02



Typical Design for: Pedestrian Walkway Wrap

Design Typical of These Locations

M8-01



EXHIBIT C

Clear Channel, Inc. has assured the City of Philadelphia that Clear Channel will procure only that participation by Airport Concession Disadvantage Business Enterprises (ACDBEs) which comply with 49 CFR Parts 23 and 26 in all aspects and phases of the concession activities at the Philadelphia International Airport. Concession activities include, but are not limited to, equity ownership in developer partnership, employment, management and control of the concession, franchising, operation, professional services, and the purchases of equipment and supplies.

In accordance with the ACDBE Requirements Clear Channel will incorporate all related ACDBE goals and requirements into its contracts and subcontracts with its contractors and subcontractors, consistent with the ACDBE Requirements included in its Concession Agreement with the City of Philadelphia, which may be amended from time to time.

The Philadelphia International Airport Concession Program and ACDBE Requirements are divided into two program elements: ACDBE utilization and employment.

PROGRAM ELEMENT 1

A goal of thirteen and six tenths percent (13.6 %) percent of the dollar value of the total advertising sales of the Concession Agreement shall be operated by an Airport Concession Disadvantaged Business Enterprise (ACDBE) certified by the Pennsylvania Unified Certification Program (PaUCP). An executed copy of the subcontract with the ACDBE shall be provided to the City of Philadelphia within thirty (30) days of the execution of the Concession Agreement .

Level of participation required by Concession Agreement 13.6%.

Clear Channel proposes to contract with the following ACDBE firm(s) in order to satisfy the above requirement. (Please attach additional sheets, if required.)

ACDBE FIRM(S)	ADDRESS AND TELEPHONE NUMBER	CONTACT PERSON	TYPE OF WORK	\$ VALUE OF WORK	UCP CERT.

All substitutions of the ACDBE(s) identified above must be approved by the Division of Aviation prior to the execution of said substitution. Please use "Attachment 1" for submission of all substitution requests to the Division of Aviation. Substitutions must be forwarded to the attention of **Director of Aviation Compliance, Philadelphia International Airport, Terminal D, Philadelphia, PA 19153.**

PROGRAM ELEMENT 2

Information on the diversity of the undersigned and its workforce, as well as the workforce of the ACDBE subcontractor, shall be provided below upon execution of the Concession Agreement, and quarterly thereafter, in the form of employment hours for disadvantaged owners and employees, (including minorities and females) as defined in 49 CFR Part 23, which must be reported to the City. Such personnel shall include all management and non-management positions, as well as full and part-time employees. Complete the following for the ACDBE subcontractor(s).

_____ has identified the following employees and positions:

ETHNICITY/GENDER	POSITION	FULL-TIME/PART-TIME	MANAGEMENT/ LABOR	HOURLY RATED SALARY

The above information shall be submitted to the attention of the **Director of Aviation Compliance, Philadelphia International Airport, Terminal D, Philadelphia, PA 19153.**

SIGNED:

PRINT NAME:

TITLE:

COMPANY NAME:

TELEPHONE NUMBER:

DATE SUBMITTED:

The undersigned does hereby swear that the foregoing statements and information are true and correct and include all relevant information necessary to identify and explain its intentions of doing business with Airport Concession Disadvantaged Business Enterprises and Disadvantaged Business Enterprises and employing minorities and females in its workforce.

(Name of Business)

Further, the undersigned does covenant and agree to provide the City of Philadelphia, through its established reporting mechanisms, complete and accurate information regarding actual participation by ACDBE firms in the operation of the concession, the information on the diversity of its workforce, and any proposed changes in any of the arrangements hereinabove stated and to permit the City to audit and examine the books, records, and files of _____ (Name of Business), as they pertain to the concession opportunity at the Philadelphia International Airport. It is recognized and acknowledged that the statement herein are being given under oath and any material misrepresentation will be grounds for not awarding or terminating any contract which may be awarded in reliance hereon. It is further understood that engaging in any deceptive conduct for the purpose of obtaining a concession agreement or other agreement with the City is punishable as a felony of the third degree under PA C.S.A. 4107.2.

Signature of Firm's Authorized Representative

Date

Title

State of _____.

County (City) of _____.

On this _____ day of _____, 20____, before me, appeared _____ the undersigned officer, personally in the foregoing affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS, I HERETO SET MY HAND AND OFFICIAL SEAL

Notary Public

My Commission Expires _____ (SEAL)

PROGRAM ELEMENT 3: CLEAR CHANNEL'S NON-ACDBE WORKFORCE

Information on the diversity of the undersigned and its workforce shall be provided below upon execution of the Concession Agreement, and quarterly thereafter, by Clear Channel for all management and non-management positions, as well as full and part-time employees.

ETHNICITY/GENDER	POSITION	FULL-TIME/PART-TIME	MANAGEMENT/ LABOR	HOURLY RATED SALARY

The above information shall be submitted to the attention of the **Director of Aviation Compliance, Philadelphia International Airport, Terminal D, Philadelphia, PA 19153.**

SIGNED:

PRINT NAME:

TITLE:

COMPANY NAME:

TELEPHONE NUMBER:

DATE SUBMITTED:

"Substitution Request Form"

(NAME OF CONCESSION OPERATOR)

(DATE OF SUBSTITUTION
REQUEST)

20____

(a) SUBSTITUTION REQUEST FORM

NAME OF SUBSTITUTED FIRM:
NATURE OF SUBSTITUTION:
DATE OF ANTICIPATED SUBSTITUTION:
NAME OF PROPOSED REPLACEMENT:
ADDRESS:
TELEPHONE:
CONTACT PERSON:
DOLLAR VALUE OF CONTRACT:
TYPE OF WORK TO BE PERFORMED:
ACDBE CERT STATUS (PaUCP CERTIFIED):

Signed

Title

Date

"Substitution Request Form"

(NAME OF CONCESSION OPERATOR)

Thru
(REPORT PERIOD)

_____, 20____

NAME	ETHNICITY/GENDER	POSITION	FULL-TIME/PART-TIME	MANAGEMENT/ LABOR	HOURLY RATE/SALARY

Signed

Title

Date