



Exhibit-C Revenue Sharing Terms [If Approved]

The selected concessionaire shall compensate Ogden City for the use of the premises through a combination of a Minimum Annual Guarantee (MAG) and Percentage Rent as follows:

1. Minimum Annual Guarantee (MAG)

- The MAG shall be the greater of:
 - a) An amount proposed by the concessionaire and accepted by Ogden City, or
 - b) An amount negotiated during contract renewal execution.
- The MAG shall be payable in equal monthly installments, in advance, on or before the first day of each month.
- For the first two (2) years of operations, Ogden City will waive the MAG to allow for business ramp-up and complete an accurate market analysis.

2. Percentage Rent

- In addition to the MAG, the concessionaire shall pay a percentage of gross sales (as defined below) each month, based on the following schedule:
 - Food, Dine-in, grab-and-go, third party delivery service & Non-Alcoholic Beverage Sales: 15%
 - Alcoholic Beverage Sales (if applicable): 20%
 - Specialty non-food items / Other Sales: 10%
 - All catering orders at the airport: 20%
- Percentage rent shall be calculated monthly and paid by the 15th day of the following month, along with a certified sales report.

3. Street Pricing Plus:

- Concessionaire agrees to offer goods and services at prices no higher than ten (10%) percent of those charged for the same or comparable items at non-airport locations in the Ogden metropolitan area. Set by concessionaire to account for higher airport operating costs (employee training, MAG, security, delivery

logistics). Approved by Airport Director to verify street pricing plus compatibility.

4. Gross Sales Definition

- “Gross Sales” means the total selling price, whether for cash or credit, of all sales of food, beverages, retail items, and other goods or services made in, upon, and/or to or from the premises, excluding:
 - Sales tax collected and remitted to applicable authorities.
 - Tips or gratuities given directly to employees.
 - Refunds for returned or defective merchandise.
- Revenue Diversion prohibited

5. Annual Reconciliation

- At the end of each contract year, the total percentage rent paid will be compared to the MAG. If the total percentage rent paid is less than the MAG, the concessionaire shall pay the difference within 30 days of written notice from Ogden City.

6. Audit Rights

- Ogden City shall have the right to audit the concessionaire’s sales and financial records upon reasonable notice. Any underpayment of rent identified during audit shall be payable within 30 days, along with interest and any applicable penalties as defined in the lease agreement.

No Outside Sales & Point-of-Sale Integrity (Revenue Diversion)

1. On-Site Transaction Requirement

All sales of food, beverages, merchandise, or services conducted on Airport property, whether for dine-in, take-out, delivery, or special event catering, shall be processed through the concessionaire’s designated airport point-of-sale (POS) system.

2. Prohibition on Off-Site Recording

No sales occurring on, at or delivered too Airport property may be recorded, invoiced, or otherwise processed through an off-airport business location, website, or POS system for any purpose including an attempt of avoiding or reducing concession fees owed to Ogden City.

3. Third-Party Delivery Services

Sales fulfilled on Airport property via third-party delivery platforms (e.g., DoorDash, Uber Eats, Grubhub) shall be recorded as gross sales under the concession agreement, regardless of the order's point of origin.

4. Auditable Records

The concessionaire shall maintain accurate, itemized sales records and POS reports for all transactions conducted on Airport property. These records must be made available to Ogden City upon request for inspection or audit.

5. Violation Consequences

Any failure to comply with this clause shall be deemed revenue diversion under FAA Grant Assurance 25 and may result in:

- Immediate loss of operating rights at the Airport.
- Enforcement actions by Ogden City.
- Legal penalties, repayment of diverted revenue, and potential loss of future concession opportunities.