



Standard Support Facilities Agreement 201734876

Parties and Addresses:

City and County of Denver: City and County of Denver, Department of Aviation
Denver International Airport
Airport Office Building, 9th Floor
8500 Peña Boulevard
Denver, CO 80249-6340

Licensee: Air General, Inc.
403 The Hill
Portsmouth, NH 03801

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STANDARD SUPPORT FACILITIES AGREEMENT

This Standard Support Facilities Agreement for the Denver International Airport ("DEN") ("Agreement") is entered into as of the date stated on City's signature page ("Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation (hereinafter "**City**") Party of the First Part, and **AIR GENERAL, INC.** a Massachusetts corporation authorized to do business in the State of Colorado ("**Licensee**"), Party of the Second Part (collectively, "Parties").

WITNESSETH:

WHEREAS, City owns and operates DEN and has the power to grant privileges with respect thereto, as hereinafter provided; and

WHEREAS, Licensee is engaged in the business of providing cargo handling services to air carriers at DEN; and

WHEREAS, Licensee has requested the privilege of using and occupying certain Premises and Facilities at DEN for the purpose of providing cargo handling services at DEN;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, and agree as follows:

PART I PRIVILEGES GRANTED

1.01 PREMISES

City hereby grants to Licensee, as of the Effective Date, the privilege of occupying, improving, and using the Premises within DEN as depicted on Exhibit A, incorporated herein by reference, including any improvements made or modifications made thereto. hereinafter referred to as "Premises." No other part of DEN shall be part of the Premises.

1.02 ADDITIONS TO AND DELETIONS FROM THE PREMISES

The Parties may, during the Term and by mutual agreement, add additional space or delete space from the Premises. All space added to the Premises pursuant to this Section 1.02 shall be subject to all the terms, conditions, covenants, and other provisions of this Agreement and Licensee shall pay to City all compensation, fees, and charges applicable to the additional space in accordance with this Agreement. In the case of additions or deletions of space(s) from the Premises, City will make appropriate adjustments to, compensation, fees, and charges paid to City by Licensee. City will confirm any additions or deletions of space to Licensee by letter executed by the Chief Executive Officer of the Department of Aviation ("CEO") without need for formal amendment to this Agreement.

1.03 MINOR MODIFICATIONS TO PREMISES

City shall have the right to make minor modifications to any portion of the Premises, at the sole discretion of City, to accommodate DEN operations, security renovations, maintenance, or other work to be completed at DEN. Minor modifications are subject to all provisions in Section 1.02.

1.04 INGRESS AND EGRESS

Licensee shall have the privilege of ingress to and egress from DEN and the Premises for Licensee's officers, authorized officials, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery, and other property. The privilege of ingress and egress is expressly subject to FAA Regulations, as amended, applicable laws, and DEN's Rules and Regulations. Moreover, without exception, nothing in this Agreement shall be construed to prevent City from charging the operators of vehicles or carrying passengers and property a fee for the privilege of entering upon DEN, using DEN's roadways, soliciting passengers upon DEN, or otherwise operating vehicles at DEN. City reserves the right to make such charges provided they do not discriminate unreasonably against the operators of vehicles used for carrying officers, employees, passengers, or property of Licensee.

1.05 PREMISES ACCEPTANCE AS IS

Licensee understands, acknowledges, and accepts the Premises in its present condition, "As Is" with all faults and with absolutely no warranties as to condition or suitability for use being given by City. City shall have no obligation, liability, responsibility to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature (including any obligation to maintain, repair, or replace utilities or telephone/data service) on or to the Premises during the Term other than as explicitly stated in this Agreement.

PART II TERM

2.01 TERM

This Agreement shall be effective and binding upon the Parties as of the Effective Date. The Term of this Agreement shall begin on January 1, 2017 ("Commencement Date") and continue through until July 31, 2018, unless sooner terminated as herein provided ("Expiration Date").

Notwithstanding the forgoing, City has the right to terminate this Agreement without cause on thirty (30) days prior written notice to Licensee, and with cause on ten (10) days prior written notice to Licensee. Upon termination of this Agreement by City, Licensee shall have no claim of any kind whatsoever against City due to such termination or due to any act incidental thereto.

2.02 HOLDOVER

Any exercise of the privileges granted herein by Licensee, with permission of the City, after the Expiration Date shall be on a month-to-month basis with all provisions of this Agreement, including compensation, fees, charges, insurance policies, Surety, and Guarantees remaining in place until such time City gives notice to Licensee to surrender the Premises. Notice to surrender will be provided in writing not less than thirty (30) days prior to the anticipated surrender date.

Any exercise of the privileges granted herein by Licensee after expiration of the Term, or after termination of this Agreement without the written approval of City constitutes a trespass, in accordance with D.R.M.C. § 38-115. No occupancy of any portion of the Premises by Licensee after the expiration or other termination of this Agreement, without City's written approval, extends the Term of such portion of the Premises. Nothing herein shall be construed to give Licensee the right to hold over. In the event of such trespass, Licensee shall indemnify City against all damages arising out of the Licensee's trespass, including but not limited to, any costs incurred by City to evict Licensee, regain possession of the Premises or any portion(s) thereof, and all insurance

policies, Surety, and Guarantees required to be obtained and maintained by Licensee as set forth in this Agreement shall continue in full force and effect.

PART III COMPENSATION

3.01 COMPENSATION, FEES, AND CHARGES

As consideration for the privileges granted herein, beginning on the Commencement Date and continuing through the Term, Licensee covenants to pay to City in twelve (12) equal monthly installments, due and payable, in advance, without notice on or before the first day of the month, Compensation equal to the sum of the following:

| | |
|------------------------------|-------------------------------|
| Cargo Building Compensation: | \$9.44 per sq. ft. (annually) |
| Ground Compensation: | \$0.72 per sq. ft. (annually) |

Licensee agrees to this Compensation and any rates, fees and charges established and fixed in accordance with cost-accounting concepts and ratemaking procedures established and adopted by the CEO in the Denver Municipal Airport System's Rules and Regulations, Part 120.

In addition to the fixed Compensation provided herein, Licensee shall pay for other common use facilities, equipment, services and maintenance utilized by Licensee. Said common use rates, fees and charges shall be paid monthly, in advance, and adjusted, if necessary, every six (6) months, based upon the latest documented actual costs. Such services may include, but are not limited to, insurance, snow removal, law enforcement and/or security officers (as the case may be), industrial waste, sewer, and trash/refuse removal from the Premises.

3.02 PLACE OF PAYMENT

Licensee shall deliver payments required by this Agreement through the Automated Clearing House ("ACH") or Electronic Fund Transfer ("EFT") systems. Instructions for payments are located in the Concessions Handbook or at <https://www.denvergov.org/payments/dia/vendors>. City may change the designated place of payment upon ten (10) days' written notice to Licensee. Licensee assumes all risk of loss of payments.

3.03 CITY'S RIGHT TO PERFORM AUDITS & INSPECTIONS

Licensee agrees City and any of its duly authorized representatives, at any reasonable time and at its own expense, shall have the right to access and examine any books, documents, papers, and/or records of Licensee pertinent to this Agreement.

3.04 FAILURE TO MAKE TIMELY PAYMENTS

Immediately upon accrual, the monies belonging to City per this Agreement shall immediately vest in and become the property of City. Licensee understands, accepts, and agrees to be responsible as a trustee for said monies until the same are delivered to City. Licensee also covenants to pay all compensation, damages, charges, and fees under this Agreement independent of any obligation of City. No breach of this Agreement by City shall relieve Licensee of its obligation and duty to pay all such obligations when due.

Without waiving any other right or action available to City, in the event Licensee is delinquent in the payment of compensation, fees, or charges hereunder or rightly due and owing by an audit

of Licensee's books and records as provided in Section 5.10, and in the event Licensee is delinquent in paying to City any such compensation, fees, or charges for a period of five (5) business days after the payment is due, City reserves the right to charge Licensee interest thereon, from the date such compensation, fees, or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the compensation, fees, or charges became due plus four percent (FRBNY prime +4%) or 18% per annum, whichever is greater, to the maximum extent permitted by law.

In the event of a dispute as to the amount to be paid, City shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency.

PART IV MAINTENANCE

4.01 MAINTENANCE OF PREMISES

Licensee, at its sole cost and expense, agrees to provide all utilities, equipment, trash and janitorial services, and maintenance of the Premises, including, but not limited to, snow removal from Premises; fire extinguishers; maintenance, repair and replacement of doors and windows; water; gas; electricity; light; heat; power and telephone service.

Licensee further agrees it will at all times maintain the Premises in a neat, clean, safe, and orderly condition in keeping with the general decor of the area in which they are situated.

4.02 RIGHT TO ENTER AND MAKE REPAIRS

City shall have the right, without notice, to enter the Premises for the following purposes:

- (a) To inspect the Premises to determine whether Licensee has complied and is complying with the terms and conditions of this Agreement.
- (b) To perform maintenance and make repairs and replacements in any case where Licensee is obligated to do so and has failed after reasonable notice to do so, in which event the Licensee shall promptly reimburse City for the full cost thereof, including a fifteen percent (15%) administrative fee.
- (c) To perform maintenance and make repairs and replacements in any case where City is obligated to do so, and in any other case where City determines it is necessary or desirable to do so in order to preserve the structural integrity of the Premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.
- (d) In the exercise of City's governmental powers, no such entry by or on behalf of City upon such Premises shall cause or constitute a termination of this Agreement, or deemed to constitute an interference with the use or occupancy thereof by the Licensee.

4.03 ABANDONMENT OF PREMISES

If the Licensee ceases to occupy and use a material portion of the Premises for a continuous period of six (6) consecutive months or longer, City, acting by and through the CEO, may consider such portion of the Premises abandoned, and upon (30) days prior written notice to the Licensee, may terminate the Agreement for such portion of the Premises.

4.04 DESTRUCTION OF PREMISES

If Licensee's Premises, or any portion thereof, are damaged or destroyed by fire or other casualty, then:

- (a) City may, after consultation with Licensee, forthwith repair, reconstruct and restore the damaged or destroyed portions of the Premises to substantially the same condition, character, utility and value as existed prior to such damage or destruction, unless City determines no such reconstruction is necessary or reconstruction to some other condition, character, utility and value is appropriate or desired;
- (b) For uninhabitable portions of the Premises, Licensee shall receive a pro rata abatement of compensation, fees, and charges applicable thereof from the date of such occurrence to the date upon which such portions of the Demised Premises are repaired and restored.

PART V PERFORMANCE SURETY, INDEMNIFICATION, AND INSURANCE

5.01 PERFORMANCE SURETY

To secure payment for compensation, fees, charges and other payments required hereunder, Licensee will post with City a Surety.

The Surety will be maintained throughout the Term of this Agreement and any holdover or extension until released by City in accordance with this provision and will be in an amount equal to the sum of six (6) months the Compensation payable to City hereunder. The Surety will be issued by a bank or surety provider acceptable to City and authorized to do business in the State of Colorado, and will be in a form and content satisfactory to City. The Surety may be issued for a one (1) year period, provided however, Licensee covenants and agrees that evidence of renewal or replacement of the Surety must be submitted annually by

Licensee to City, without prompt, at least sixty (60) days prior to the expiration date of the instrument. The Surety shall contain language that the issuing financial institution shall notify City in writing within forty-five (45) days of a determination that the Performance Surety is to be terminated and or is not going to be renewed.

Notwithstanding any provision herein to the contrary, if at any time during the Term City deems the amount of Surety insufficient to properly protect City from loss hereunder because Licensee is or has been in arrears with respect to such monetary obligations or because Licensee has, in the opinion of City, violated other terms of this Agreement, Licensee covenants that after receiving notice, it will increase the Surety to the amount required by City, provided however, the percentage increase shall not exceed five (5%) of the annual percentage increase that has occurred with respect to Licensee's compensation, fees, and charges.

Licensee shall furnish the Surety within ten (10) days of the Effective Date as security for the full performance of every provision of this Agreement by Licensee. Failure to maintain the Surety as set forth herein shall be a material breach of this Agreement.

- (a) Application of Surety: In the event Licensee fails to perform the payment terms and conditions of this Agreement, City, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Surety or any part thereof toward the payment of

Licensee's obligations under this Agreement. In such an event, within thirty (30) days after notice, Licensee will restore the Surety to its original amount. City will not be required to pay Licensee any interest on the Surety. Licensee understands and agrees that failure to maintain or replenish the Surety shall constitute a material breach of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

- (b) Release of Surety: The release of the Surety will be subject to the satisfactory performance by Licensee of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Agreement, the release of Surety will not occur until all compensation, fees, charges, and other payments due to City are satisfied and City has accepted the findings of Licensee's audit or has successfully conducted an audit in accordance with the provisions of Section 3.03 of this Agreement. In the event of a dispute as to the condition of the Premises, only the amount in dispute will be retained for remedy. City shall release the Surety without interest within thirty (30) days of meeting the above requirements.

5.02 INDEMNIFICATION

To the fullest extent permitted by law, Licensee agrees to protect, reimburse, indemnify, and hold City, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs), and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Licensee's presence on or use or occupancy of Premises or DEN; Licensee's acts, omissions, negligence, activities, or operations; Licensee's performance, non-performance or purported performance of this Agreement; or any breach by Licensee of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operations of Licensee's officers, authorized officials, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Licensee, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder provided that Licensee need not release, indemnify, or hold harmless City, its officers, officials, agents, and employees from damages resulting from the sole negligence of City's officers, officials, agents, and employees.

In addition to the duty to indemnify and hold harmless, Licensee will have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Licensee, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Licensee.

Licensee recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt good and valuable consideration provided by City in support of this indemnification in accordance with the laws of the State of Colorado. This Article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Licensee of its liability or obligation to indemnify, hold harmless, and defend City as set forth in this Article.

5.03 INSURANCE

- (a) Required Insurance. Licensee covenants and agrees to secure at its own expense and to keep in force at all times hereof, from the Effective Date, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of obligations under this Agreement by Licensee, its agents, representatives, or employees. The types and amounts of insurance coverage Licensee must procure are specified in the Certificate of Insurance, attached hereto as **Exhibit C**, and incorporated herein by reference. Insurance requirements set forth on **Exhibit C** do not limit in any way the indemnity covenants contained in this Agreement or the amount or scope of liability of Licensee under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage City is willing to accept to help insure full performance of all terms and conditions of this Agreement. Licensee specifically agrees to comply with each condition, requirement, or specification set forth in **Exhibit C** during all periods when the required coverage is in effect. Insurance must be maintained without any lapse in coverage during the entire Term. Insurance canceled without City's consent or failure by Licensee to provide evidence of renewal within forty-eight (48) hours after written notice by City is a material breach of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement. If at any time any of the insurance policies shall be or become unsatisfactory to City as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to City, Licensee shall promptly obtain a new and satisfactory replacement policy and give City an updated certificate of insurance that complies with the new insurance requirements of City.
- (b) Mutual Waiver of Subrogation. The Parties waive any right of action that they and/or their insurance carriers might have against each other (including their respective employees, officers, commissioners, or agents) or against other tenants of DEN for any Loss, to the extent that such Loss is covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement and to the extent that such proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Licensee also waives any right of action it and/or its insurance carrier might have against City (including its respective employees, officers, commissioners, or agents) for any Loss, whether or not such Loss is insured. If any of Licensee's applicable insurance policies do not allow the insured to waive the insurer's rights of subrogation prior to a Loss, Licensee shall cause it to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this Section.
- (c) Certificates Required. All certificates required by this Agreement shall be sent directly to the **City and County of Denver, Department of Aviation, Denver International Airport, Airport Office Building, Room 9870, 8500 Pena Boulevard, Denver, Colorado 80249**. City's Contract control number for this Agreement shall be noted on each certificate of insurance. Certificates evidencing the existence of the policies, in such form as City may require, shall be delivered to City prior to the Shell Space Turn Over Date. Upon written request, Licensee agrees to furnish City, at any time thereafter during the Term, the original or a certified copy of said policy or policies.
- (d) Licensee's Risk. City in no way warrants and/or represents that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of the performance of the terms and conditions of this Agreement by Licensee, its agents, representatives, or employees. Licensee shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Licensee is not relieved of any liability or other obligations assumed or pursuant to this Agreement because of its failure to obtain or

maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Licensee; (ii) damage, theft, or destruction of Licensee's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

- (e) Governmental Immunity. The Parties understand and agree that City, its officers, officials, and employees are relying on and do not waive or intend to waive by any provisions of this Agreement, monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to City, its officers, officials, and employees.

In the event Licensee has failed to remedy any lapse in coverage within ten (10) days after notice thereof from City, City may affect such coverage and recover the cost thereof immediately from the Surety or from Licensee. City reserves the right to modify any Insurance Requirements stated herein. Any such modification will be confirmed by letter executed by the CEO, without need for formal amendment to this Agreement.

PART VI GENERAL PROVISIONS

6.01 CONTRACT CONSTRUCTION

- (a) Exhibits and Appendixes.

The following Exhibits and Appendixes are attached hereto and are hereby incorporated and made a part of this Agreement:

1. Exhibit A, Premises Description
2. Exhibit C, Insurance Certificate/Surety Forms
3. Appendix A, Compliance with Nondiscrimination Requirements
4. Appendix C, Standard Federal Assurances And Nondiscrimination In Construction, Maintenance, Operation Of Facilities
5. Appendix D, Standard Federal Assurances And Nondiscrimination In Construction, Use, Or Access To Facilities
6. Appendix E, Title VI List Of Pertinent Nondiscrimination Authorities

The Parties acknowledge and agree that certain content required to complete the above Exhibits and Appendixes are, as of the Effective Date, unknown. The Parties further acknowledge and agree that other provisions stated in the above Exhibits and Appendixes are subject to change throughout the Term in accordance with the provisions of this Agreement. The Parties therefore agree to modify, as necessary, these Exhibits and Appendixes by letter executed by the CEO without formal amendment.

- (b) Interpretations.

As used herein mean as follows:

1. Day(s) shall mean calendar day(s).
2. Month(s) shall mean calendar month(s).
3. The use of any gender shall include all genders.
4. The use of any number(s) shall be construed as the singular or the plural, all as the context may require.
5. Section Heading(s) are for the convenience and reference of the Parties, and do not define or limit the scope of any section or provision.
6. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either Party.
7. If any provision in this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
8. This Agreement and all of its terms and conditions shall be construed, interpreted, and applied in accordance with, governed by, and enforced under the laws of the State of Colorado, as well as the Charter and Ordinances of the City and County of Denver.
9. The Parties agree that venue for any action arising from this Agreement shall be in the District Court for the City and County of Denver.

6.02 AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the provisions of any agreements between City and the United States relative to the operation or maintenance of DEN, the execution of which has been or may be required as a condition precedent to the transfer of federal rights, or property to City for airport purposes, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airways Improvement Act of 1982, as amended. Appendices A – E are attached hereto and the provisions thereof are incorporated herein by reference.

6.03 BOND ORDINANCE

This Agreement is in all respects subject and subordinate to any City bond ordinances applicable to the DEN, and to any other bond ordinances, which should amend, supplement, or replace such bond ordinances. The Parties to this Agreement acknowledge and agree all property subject to this Agreement that was financed by the net proceeds of tax-exempt bonds is owned by City. Licensee agrees not to take any action that would impair or omit to take any action required to confirm the treatment of such property as owned by City for purposes of §142(b) of the Internal Revenue Code of 1986, as amended. In particular, Licensee agrees to make and hereby makes an irrevocable election (binding on itself and all successors in interest under this Agreement) not to claim depreciation or an investment credit with respect to any property subject to this Agreement that was financed by the net proceeds of tax-exempt bonds. Licensee shall execute such forms and take such other action as City may request in order to implement such election.

At City's sole discretion, through its CEO, City may from time to time reestablish the compensation, fees, and charges provided for herein at intervals of not more than five (5) years and are subject to the requirements of any outstanding bond ordinance pertaining to DEN. City agrees that such reestablished schedule of compensation, fees, and charges shall be reasonable in relation to the cost of providing, operating, and maintaining property, services, and facilities of DEN. If City proposes any changes in the schedule of compensation, fees, and charges, City will give notice thereof to Licensee no less than ninety (90) days before the same is to become effective. Licensee may decline to pay Compensation at the new rate(s) if such proposed compensation, fees, and charges result in an increase of more than five percent (5%) in the dollar amount of Compensation paid by Licensee under Article V of this Agreement for the previous calendar year. In such a case, Licensee shall promptly advise the CEO of its intention to cancel and terminate this Agreement at least sixty (60) days prior to the proposed effective date of such schedule of compensation, fees, and charges. Upon such notice of intent to cancel and terminate, Licensee shall surrender the Premises upon a date specified by City within at least one hundred twenty (120) days after Licensee advised City. Should Licensee fail to give such notice of cancellation and termination, then Licensee shall be deemed to have accepted the new rate(s) of compensation as promulgated by City. Failure by City to reestablish the compensation, fees, and charges at a five (5) year interval date shall not waive City's right to reestablish the compensation, fees, and charges at any time thereafter.

6.04 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES

Licensee, its officers, authorized officials, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, DEN's Rules and Regulations, Policies, Procedures and Operating Directives as are now or may hereinafter be prescribed by City, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or City including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of DEN. Licensee covenants to faithfully observe and comply with the standards, procedures, requirements, directives, delegations of authority, directions and instructions governing the operations at DEN as identified in the Tenant Work Permit Handbook, as amended from time to time. Licensee's failure to keep and observe said laws, regulations, ordinances, rules, and handbooks shall constitute a material breach of the terms of this Agreement in the manner as if the same were contained herein as covenants.

6.05 TAXES

Licensee will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and possessory interest taxes of any kind, against Licensee's Premises, the real property and any improvements thereto, Trade Fixtures and other personal property used in the performance of the Concession or estate which are created herein, or which result from Licensee's occupancy or use of the Premises or assessed on any payments made by Licensee hereunder, whether levied against Licensee or City. Licensee will also pay any other taxes, fees, or assessments against the Premises or estate created herein. Licensee will pay the taxes, fees, or assessments reflected in a notice Licensee receives from City within thirty (30) days after Licensee's receipt of that notice or within the period prescribed in the tax bill. City will attempt to cause the taxing authority to send the applicable tax bills directly to Licensee and Licensee will remit payment directly to the taxing authority, in such instance. Licensee may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to City of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of City. Licensee shall pay to City, with

each payment of Premises Compensation, Support Space Compensation, Privilege Fee, and Concession Services Fees to City, all sales or other taxes which may be due with respect to such payments, and upon receipt, City shall remit such taxes to the applicable taxing authorities.

6.06 FORCE MAJEURE

Neither Party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants, understandings, or conditions of this Agreement due to causes beyond the control of that Party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstance for which such Party is not responsible or which is not in its power to control. A lack of funds, however, will never be deemed beyond a Party's power to control, and in no event shall this paragraph be construed to allow Licensee to reduce or abate its obligation to pay the any obligation due herein.

6.07 INCONVENIENCES DURING CONSTRUCTION

Licensee recognizes from time to time during the term of this Agreement it will be necessary for the City to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that DEN and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience Licensee in its operations at DEN. Licensee agrees that no liability shall attach to City, its officers, agents, employees, contractors, subcontractors and representatives by reason of minor inconvenience or minor discomfort as a result of such action and, for and in further consideration of the Agreement of the Premises, the Licensee waives any right to claim damages or other consideration for such minor inconvenience or minor discomfort.

6.08 AIRPORT SECURITY

Licensee, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Licensee or City by the FAA or TSA. If Licensee, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Licensee covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Licensee within fifteen (15) days from the date of the invoice or written notice.

Licensee understands and acknowledges that its ability to remain open and conduct operations under this Agreement is subject to changes in alert status as determined by TSA, which is subject to change without notice. If the security status of DEN changes at any time during the Term of this Agreement, Licensee shall take immediate steps to comply and assist its employees, agents, independent Contractors, invitees, successors, and assigns in complying with security modifications that occur as a result of the changed status. At any time, Licensee may obtain current information from DEN's Security Office regarding DEN's security status in relation to Licensee's operations at the DEN.

6.09 AMERICANS WITH DISABILITIES ACT

Licensee will comply with the applicable requirements of the Americans with Disabilities Act ("ADA") 42 USC § 12000 et seq. and any similar or successor laws, ordinances, rules, standards, codes, guidelines and regulations and will cooperate with City concerning the same subject matter. In the event that compliance cannot be achieved, Licensee shall proceed formally to the federal, state, or local agency having jurisdiction for a waiver of compliance.

6.10 FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become invalid, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

6.11 RIGHT OF FLIGHT

Licensee's privilege to use the Premises for the purposes set forth in this Agreement shall be secondary and subordinate to the operation of DEN. Licensee acknowledges that because of the location of the Premises at DEN, noise, vibrations, fumes, debris, and other interference with the Permitted Use(s) will be caused by DEN operations. Licensee hereby waives all rights or remedies against City arising out of any noise, vibration, fumes, debris, and/or interference that is caused by the operation of DEN. City specifically reserves for itself and for the public a right of flight for the passage of aircraft in the airspace above the surface of DEN. Additionally, City reserves for itself the right to cause in said airspace such noise, vibration, fumes, debris, and other interference as may be inherent in the present and future operation of aircraft. Licensee expressly agrees for itself, its successors, and assigns, to prevent any use of the Premises, which would interfere with or adversely affect the operation or maintenance of DEN, or otherwise constitute an airport hazard.

6.12 ASSIGNMENT AND SUBCONTRACT

Licensee may not assign, subcontract, and/or sublease its privileges, interests, or obligations in whole or in part under this Agreement. Licensee shall not grant any license or concession hereunder, or permit any other person or persons, company, or corporation to occupy the Premises. Any attempt by Licensee to in any way directly transfer all or part of its interest in this Agreement (including any attempt to transfer ownership of the equity or voting interest in the stock of Licensee if Licensee is a corporate entity or the ownership interest in such other entity or control of Licensee or Licensee's operations through sale, exchange, merger, consolidation, or other such transfer) shall, at the option of the CEO, automatically terminate this Agreement and all privileges of Licensee hereunder.

6.13 CORPORATE TENANCY

If Licensee is a corporation, partnership, or limited liability business organization, the undersigned officer of Licensee hereby warrants and certifies to City that Licensee is a corporation in good standing, is authorized to do business in the State of Colorado, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto. Further, If Licensee is a partnership or other business organization, each member shall be deemed to be jointly and severally liable if such members are subject to personal liability under applicable law. No director, officer, or employee of City shall be held personally liable under this Agreement because of its good faith execution or attempted execution.

6.14 NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

6.15 ADMINISTRATIVE HEARING

Licensee's disputes of all decisions, determinations, or other actions by City arising out of this Agreement shall be resolved by administrative hearing according to the procedures outlined in D.R.M.C. §5-17. However, City shall retain its right to obtain an order of eviction in accordance with applicable state law. Compliance with the procedures of D.R.M.C. § 5-17 shall be a condition precedent to Licensee's right to dispute any decision, determinations or other actions by City.

6.16 ATTORNEY'S FEES AND COSTS

In the event legal action is required by City to enforce this Agreement, City will be entitled to recover costs and attorneys' fees, including in-house attorney time (fees) and appellate fees.

6.17 CITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by City, it is understood that the CEO, or a designee of the CEO, is hereby empowered to act on behalf of City. Further, except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given by the CEO, it is understood that the CEO may further delegate such authority through the Concessions Handbook.

6.18 INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

6.19 TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

6.20 COMPLIANCE WITH PUBLIC RECORDS LAW

- (a) Agreement Subject to Colorado Open Records Act. Licensee acknowledges, understands, and accepts that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq. Licensee acknowledges all documents prepared or provided by Licensee under this Agreement may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Agreement notwithstanding, including Exhibits, Attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Licensee to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Licensee agrees that any disclosure of information by City consistent with the provisions of the Open Records Act shall result in no liability of City. Licensee agrees to defend, indemnify, hold harmless, and fully cooperate with City in the event of

a request for disclosure or legal process arising under such act for the disclosure of any documents or information, which Licensee asserts is confidential and exempt from disclosure.

- (b) Indemnification in Event of Objection. In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Licensee of such request in order to give Licensee the opportunity to object to the disclosure of any material Licensee may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Licensee objects to disclosure, City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Licensee agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Licensee does not wish disclosed. Licensee agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Licensee's objection to disclosure including prompt reimbursement to City of all reasonable attorney fees, costs, and damages that City may incur directly or may be ordered to pay by such court.

6.21 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS

Licensee, its officers, agents, and employees shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 and Denver Executive Order No. 94, or any successor thereto, concerning the use, possession, or sale of alcohol or drugs. Except as may be otherwise authorized by this Agreement, Licensee shall also prohibit consumption of alcohol within the Concession Space. Violation of these provisions or refusal to cooperate with implementing this alcohol and drug policy can result in City barring Licensee from City facilities or participating in City operations.

6.22 CITY'S SMOKING POLICY

Licensee agrees that it will prohibit smoking by its employees and the public in the Premises. Licensee further agrees to not sell or advertise tobacco products. Licensee acknowledges that smoking is not permitted in DEN buildings and facilities except for designated areas. Licensee and its officers, agents, and employees shall cooperate and comply with the provisions of City's Executive Order No. 99 dated December 1, 1993, Executive Order No. 13 dated July 31, 2002, the provisions of D.R.M.C., §§ 24-301 to 317 et seq., and the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 et seq. and DEN's Rules and Regulations Rules 30 and 40.

6.23 WAIVERS

No waiver by City at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Licensee. No delay, failure or omission of City to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by City will be required to restore or revive time as being of the essence hereof after waiver by City or default in one or more instances. No option, right, power, remedy, or privilege of City will be construed as being exhausted or discharged by the exercise thereof in one or more

instances. It is agreed that each and all of the rights, powers, options, or remedies given to City by this Agreement are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by City will not impair its rights to any other right, power, option or remedy.

6.24 COMPLETE CONTRACT

This Agreement is supplemental to the Companion Agreement and is not intended to alter any of its terms and conditions, each of which is intended to survive execution of this Agreement. This Agreement represents the complete understanding between the Parties, and any prior Contracts or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

6.25 NO LIMIT ON CITY'S POWERS

Nothing in this Agreement shall limit in any way the power and right of City to exercise its governmental rights and powers, including its powers of eminent domain.

6.26 NON DISCRIMINATION

Licensee covenants to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be precluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Licensee and sub tier contractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Licensee covenants it will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are attached hereto as Appendix E and herein incorporated by reference and made a part of this Agreement.

Further, in connection with the performance of work under this Agreement, Licensee agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder.

6.27 FAIR LABOR STANDARDS ACT

This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Licensee agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Licensee has full responsibility to monitor compliance to the referenced regulation. Licensee must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

6.28 OCCUPATIONAL SAFETY AND HEALTH ACT

This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Licensee retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Licensee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

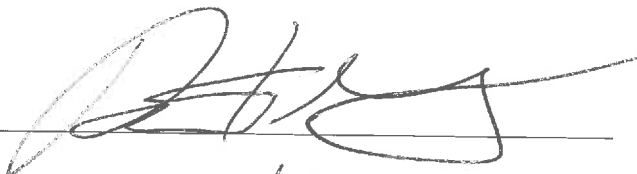
6.29 SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed one instrument. This Agreement is expressly subject to and shall not be or become effective or binding on City until approved by City Council, if so required by City's Charter, and fully executed by all signatories of City and County of Denver. The Parties, in the manner specified by City, may sign this Agreement electronically.

[SIGNATURE PAGES, EXHIBITS, AND APPENDIXES FOLLOW]

Contract Control Number: PLANE-201734876-00

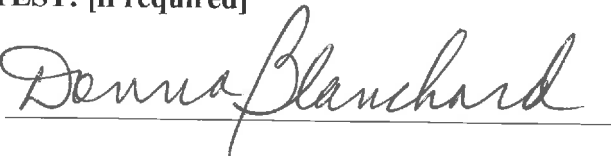
Contractor Name: AIR GENERAL INC.

By: 

Name: Patrick Maloney
(please print)

Title: President
(please print)

ATTEST: [if required]

By: 

Name: DONNA BLANCHARD
(please print)

Title: VP BUSINESS DEVELOPMENT
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT A

LEGAL DESCRIPTION FOR THE PROPOSED AIR GENERAL LEASE AREA

Date: May 9, 2012; Revised April 15, 2013

A parcel of land situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Bearings used in this legal description are based on the east-west mid-section line of said Section 33, which bears North 89°52'40" East, a distance of 5289.46 feet, monuments as shown.

Commencing at the East Quarter corner of said Section 33;

Thence South 89°52'40" West along the east-west mid-section line, a distance of 2082.49 feet to the interior wall of an existing building known as Joint Cargo;

Thence North 00°02'02" West along said interior wall line, a distance of 159.10 feet to the centerline of a common wall, also being the Point of Beginning;

Thence South 89°57'58" West along said centerline, a distance of 114.00 feet to the centerline of the westerly wall, also being Point A;

Thence North 00°02'02" West along said centerline, a distance of 43.18 feet to the southerly interior wall extended;

Thence North 89°57'58" East along said interior wall, a distance of 20.12 feet to the easterly interior wall;

Thence North 00°02'02" West along said interior wall, a distance of 19.54 feet to the northerly interior wall;

Thence South 89°57'58" West along said interior wall, a distance of 20.12 feet to the centerline the westerly wall;

Thence North 00°02'02" West along said centerline, a distance of 50.60 feet to the interior wall extended westerly;

Thence North 89°57'58" East along said interior wall, a distance of 114.00 feet to the interior wall;

Thence South 00°02'02" West along said interior wall, a distance of 113.32 feet to the Point of Beginning.

Said Building Lease Area contains 12525.34 square feet.

Beginning at Point A as described above;

Thence South 89°57'58" West, a distance of 107.00 feet;

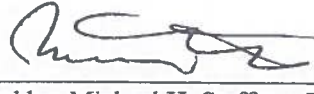
Thence North 00°02'02" West, a distance of 113.32 feet;

Thence North $89^{\circ}57'58''$ East, a distance of 107.00 feet to the centerline of the westerly wall of said existing building;

Thence South $00^{\circ}02'02''$ East along said centerline, a distance of 113.32 feet to Point A.

Said Landside Lease Area contains 12125.24 square feet.

Total area of Building Lease area and Landside Lease area equals 24650.58 square feet.

 4/19/13

Approved by: Michael H. Steffens, P.E. Date

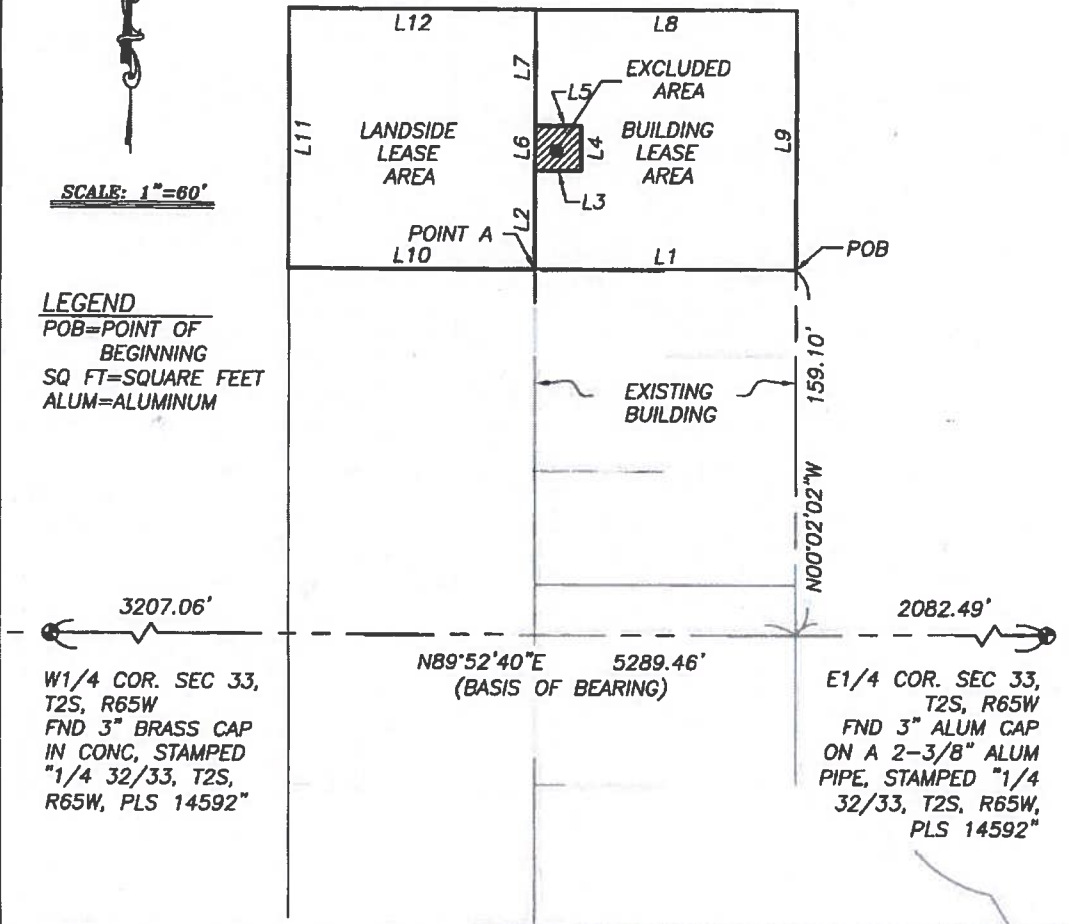




SCALE: 1"=60'

LEGEND

POB=POINT OF BEGINNING
 SQ FT=SQUARE FEET
 ALUM=ALUMINUM



BUILDING LEASE AREA 12525.34 SQ FT
 LANDSIDE LEASE AREA 12125.24 SQ FT
 TOTAL 24650.58 SQ FT

EXISTING BUILDING
 UNITED/CONTINENTAL

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577



Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description

Michael H. Steffens 4/10/13
 Michael H. Steffens, P.E. Date
 Manager of Construction



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

| REVISED | | |
|---------|------|------|
| NO. | DATE | NAME |
| | | |
| | | |
| | | |

Air General Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

| | | | | | |
|-------------------------------|------------------|-----------------|--|----------------------------|--|
| REQUESTED BY: Moore, Susan | DATE 05/09/12 | SCALE 1"=60' | DRAWN BY: IJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 1 OF 2 SHEETS | DRAWING NO. S:DRAWINGS\13T\13T0907RLLeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|--|


| LINE TABLE | | |
|------------|-------------|---------|
| Line # | Direction | Length |
| L1 | S89°57'58"W | 114.00' |
| L2 | N00°02'02"W | 43.18' |
| L3 | N89°57'58"E | 20.12' |
| L4 | N00°02'02"W | 19.54' |
| L5 | S89°57'58"W | 20.12' |
| L6 | S00°02'02"E | 19.54' |
| L7 | N00°02'02"W | 50.60' |
| L8 | N89°57'58"E | 114.00' |
| L9 | S00°02'02"E | 113.32' |
| L10 | S89°57'58"W | 107.00' |
| L11 | N00°02'02"W | 113.32' |
| L12 | N89°57'58"E | 107.00' |



I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577

Michael H. Steffens 4/23/13
 Michael H. Steffens, P.E. Date
 Manager of Construction

|  | CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT | | | | | | | | | | | | | | | | | | |
|--|---|------|------|------|--|--|--|--|--|--|--|--|--|-------------------------------|------------------|-----------------|--|----------------------------|--|
| | Air General Lease Area Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado. | | | | | | | | | | | | | | | | | | |
| REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>NAME</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | NO. | DATE | NAME | | | | | | | | | | REQUESTED BY: Moore, Susan | DATE 05/09/12 | SCALE 1"=80' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 2 OF 2 SHEETS | DRAWING NO. S:\DRAWINGS\13T 13T0907R\LeaseExhibits |
| NO. | DATE | NAME | | | | | | | | | | | | | | | | | |
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LEGAL DESCRIPTION FOR THE PROPOSED AIR GENERAL LEASE AREA

Date: November 14, 2011

A parcel of land situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Bearings used in this legal description are based on the east-west mid-section line of said Section 33, which bears North 89°52'40" East, a distance of 5289.46 feet, monuments as shown.

Commencing at the West Quarter corner of said Section 33;

Thence North 89°52'40" East along the east-west mid-section line, a distance of 3271.54 feet;

Thence North 00°00'00" East, a distance of 231.55 feet to the Point of Beginning of Parcel 3;

Thence continuing North 00°00'00" East, a distance of 40.71 feet;

Thence North 90°00'00" East, a distance of 212.48 feet;

Thence South 00°00'00" East, a distance of 78.68 feet;

Thence North 72°50'17" West, a distance of 118.39 feet;

Thence North 00°00'00" East, a distance of 13.74 feet;

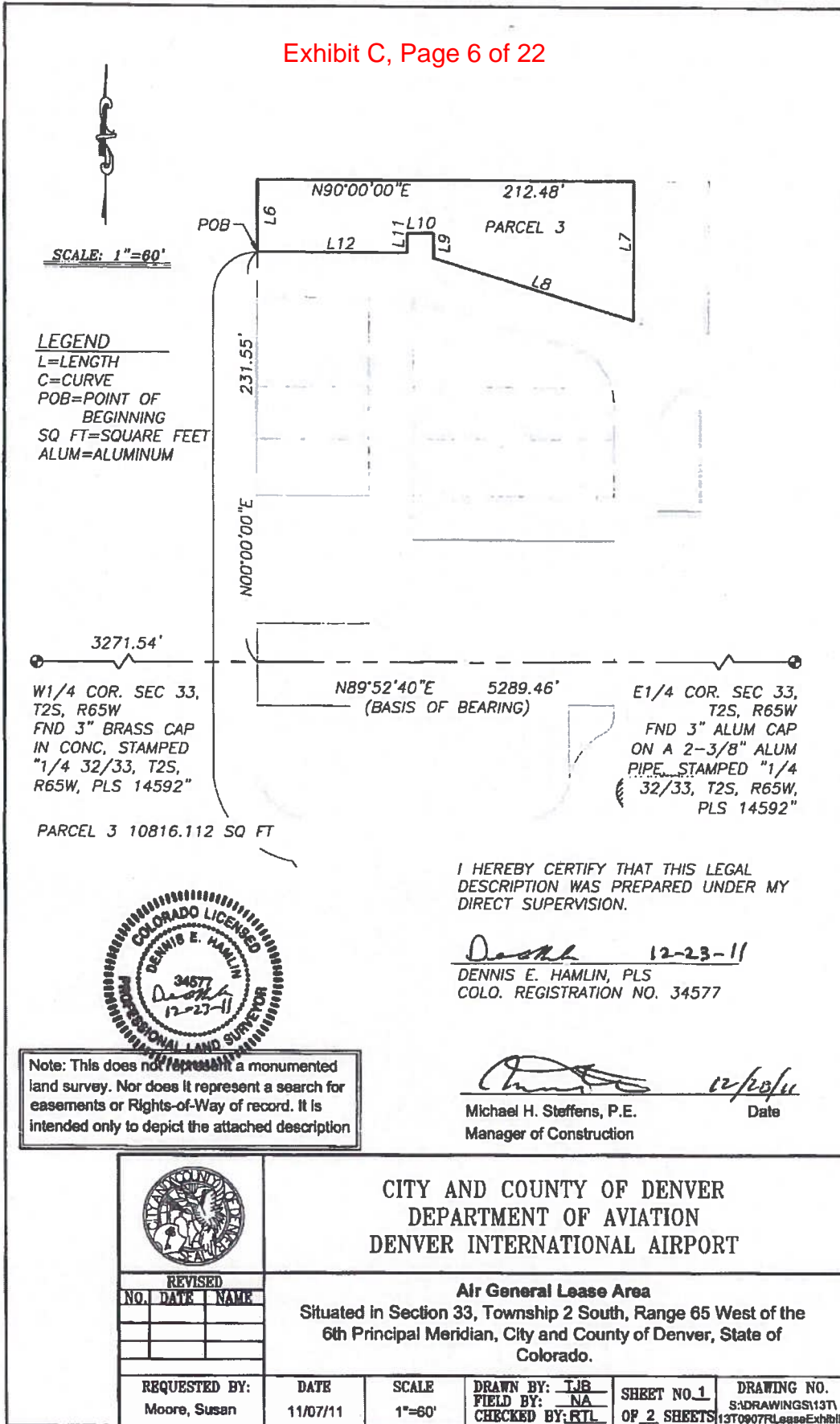
Thence North 90°00'00" West, a distance of 14.33 feet;

Thence South 00°00'00" East, a distance of 10.71 feet;

Thence North 90°00'00" West, a distance of 85.03 feet to the Point of Beginning.

Said Parcel 3 contains 10816.112 square feet.





LEGEND
 L=LENGTH
 C=CURVE
 POB=POINT OF BEGINNING
 SQ FT=SQUARE FEET
 ALUM=ALUMINUM

W1/4 COR. SEC 33, T2S, R65W
 FND 3" BRASS CAP IN CONC, STAMPED "1/4 32/33, T2S, R65W, PLS 14592"

PARCEL 3 10816.112 SQ FT

E1/4 COR. SEC 33, T2S, R65W
 FND 3" ALUM CAP ON A 2-3/8" ALUM PIPE, STAMPED "1/4 32/33, T2S, R65W, PLS 14592"

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.



Dennis E. Hamlin 12-23-11
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577

Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description

Michael H. Steffens 12/23/11
 Michael H. Steffens, P.E. Date
 Manager of Construction



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

| REVISED | | |
|---------|------|------|
| NO. | DATE | NAME |
| | | |
| | | |
| | | |

Air General Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

| | | | | | |
|-------------------------------|------------------|-----------------|--|----------------------------|---|
| REQUESTED BY: Moore, Susan | DATE 11/07/11 | SCALE 1"=60' | DRAWN BY: IJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 1 OF 2 SHEETS | DRAWING NO. S: DRAWINGS\1137\1370907RLeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|---|


| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | DIRECTION | LENGTH |
| L6 | N00°00'00"E | 40.71' |
| L7 | S00°00'00"E | 78.68' |
| L8 | N72°50'17"W | 118.39' |
| L9 | N00°00'00"E | 13.74' |
| L10 | N90°00'00"W | 14.33' |
| L11 | S00°00'00"E | 10.71' |
| L12 | N90°00'00"W | 85.03' |



I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin 12-27-11
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577

Michael H. Steffens 12/28/11
 Michael H. Steffens, P.E.
 Manager of Construction Date

| | | | | | |
|---|---|-------------|---------------|---|----------|
|  | CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT | | | | |
| | Air General Lease Area Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado. | | | | |
| REVISED NO. DATE NAME | | | REQUESTED BY: | | DATE |
| [Empty] | | | Moore, Susan | | 11/07/11 |
| SCALE | | DRAWN BY: | | SHEET NO. | |
| 1"=60' | | TJB | | 2 | |
| FIELD BY: | | CHECKED BY: | | DRAWING NO. | |
| NA | | RTL | | S:\DRAWINGS\137L 1370907RLeaseExhibits | |
| OF 2 SHEETS | | | OF 2 SHEETS | | |

LEGAL DESCRIPTION FOR THE PROPOSED AIR GENERAL LEASE AREA

Date: November 14, 2011

A parcel of land situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Bearings used in this legal description are based on the east-west mid-section line of said Section 33, which bears North 89°52'40" East, a distance of 5289.46 feet, monuments as shown.

Commencing at the West Quarter corner of said Section 33;

Thence North 89°52'40" East along the east-west mid-section line, a distance of 3271.54 feet;

Thence North 00°00'00" East, a distance of 155.82 feet to the Point of Beginning of Parcel 1;

Thence continuing North 00°00'00" East, a distance of 50.50 feet;

Thence North 90°00'00" East, a distance of 63.36 feet;

Thence South 00°00'00" East, a distance of 50.50 feet to Point A;

Thence North 90°00'00" West, a distance of 63.36 feet to the Point of Beginning.

Said Parcel 1 contains 3199.950 square feet.

Commencing from Point A described above;

Thence North 90°00'00" East, a distance of 25.00 feet to the Point of Beginning of Parcel 2

Thence North 00°00'00" East, a distance of 49.93 feet;

Thence South 72°50'17" East, a distance of 90.68 feet;

Thence South 00°00'00" East, a distance of 23.17 feet;

Thence North 90°00'00" West, a distance of 86.64 feet to the Point of Beginning.

Said Parcel 2 contains 3166.853 square feet.

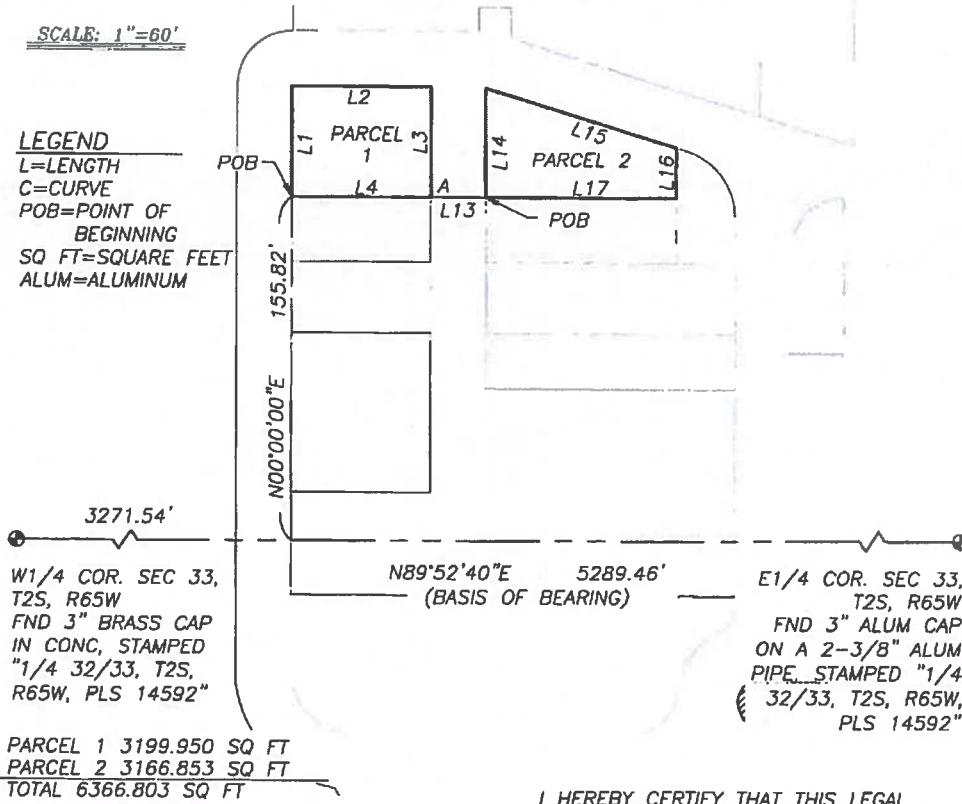
Total area of Parcels 1 & 2 equals 6366.803 square feet.



SCALE: 1"=60'

LEGEND

L=LENGTH
 C=CURVE
 POB=POINT OF BEGINNING
 SQ FT=SQUARE FEET
 ALUM=ALUMINUM



PARCEL 1 3199.950 SQ FT
 PARCEL 2 3166.853 SQ FT
 TOTAL 6366.803 SQ FT

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin 12-22-11
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577



Note: This does not represent a warranted land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description

Michael H. Steffens 12/28/11
 Michael H. Steffens, P.E. Date
 Manager of Construction



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

| REVISED | | |
|---------|------|------|
| NO. | DATE | NAME |
| | | |
| | | |

Air General Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

| | | | | | |
|-------------------------------|------------------|-----------------|--|----------------------------|---|
| REQUESTED BY: Moore, Susan | DATE 11/07/11 | SCALE 1"=60' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 1 OF 2 SHEETS | DRAWING NO. 6-1DRAWINGS13T1 13T0907RLeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|---|


| LINE TABLE | | |
|------------|-------------|--------|
| LINE # | DIRECTION | LENGTH |
| L1 | N00°00'00"E | 50.50' |
| L2 | N90°00'00"E | 63.36' |
| L3 | S00°00'00"E | 50.50' |
| L4 | N90°00'00"W | 63.36' |
| L13 | N90°00'00"E | 25.00' |
| L14 | N00°00'00"E | 49.93' |
| L15 | S72°50'17"E | 90.68' |
| L16 | S00°00'00"E | 23.17' |
| L17 | N90°00'00"W | 86.64' |



I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin 12-23-11
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577

Michael H. Steffens 12/28/11
 Michael H. Steffens, P.E.
 Manager of Construction Date

|  | CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT | | | | | | | | | | | | | | | | | |
|---|--|------|--|-----|------|------|--|--|--|--|--|--|-------------------------------|------------------|-----------------|---|--|--|
| | Air General Lease Area Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado. | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th colspan="3">REVISED</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>NAME</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REVISED | | | NO. | DATE | NAME | | | | | | | REQUESTED BY: Moore, Susan | DATE 11/07/11 | SCALE 1"=60' | DRAWN BY: <u>TJB</u> FIELD BY: <u>NA</u> CHECKED BY: <u>RTL</u> | SHEET NO. <u>2</u> OF <u>2</u> SHEETS | DRAWING NO. S:\DRAWINGS\11371 13T0907RLLeaseExhibits |
| REVISED | | | | | | | | | | | | | | | | | | |
| NO. | DATE | NAME | | | | | | | | | | | | | | | | |
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LEGAL DESCRIPTION FOR THE AIR GENERAL, INC. LEASE AREA

Date: June 16, 2014

A parcel of land situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Bearings used in this legal description are based on the east-west mid-section line of said Section 33, which bears North 89°52'39" East, a distance of 5289.55 feet, monuments as shown.

Commencing at the East Quarter corner of said Section 33;

Thence South 89°52'39" West along the east-west mid-section line, a distance of 2082.49 feet to the interior wall of an existing building known as Joint Cargo;

Thence North 00°02'02" West along said interior wall line, a distance of 126.41 feet to the centerline of a common wall, also being the Point of Beginning;

Thence South 89°57'58" West along said centerline, a distance of 114.00 feet to the centerline of the westerly wall, also being Point A;

Thence North 00°02'02" West along said centerline, a distance of 37.30 feet to the centerline of a common wall;

Thence North 89°57'58" East along said centerline, a distance of 114.00 feet to the interior wall;

Thence South 00°02'02" East along said interior wall, a distance of 37.30 feet to the Point of Beginning.

Said Building Lease Area contains 4252.20 square feet.

Beginning at Point A as described above;

Thence South 89°57'58" West, a distance of 107.00 feet;

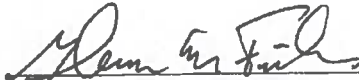
Thence North 00°02'02" West, a distance of 37.30 feet;

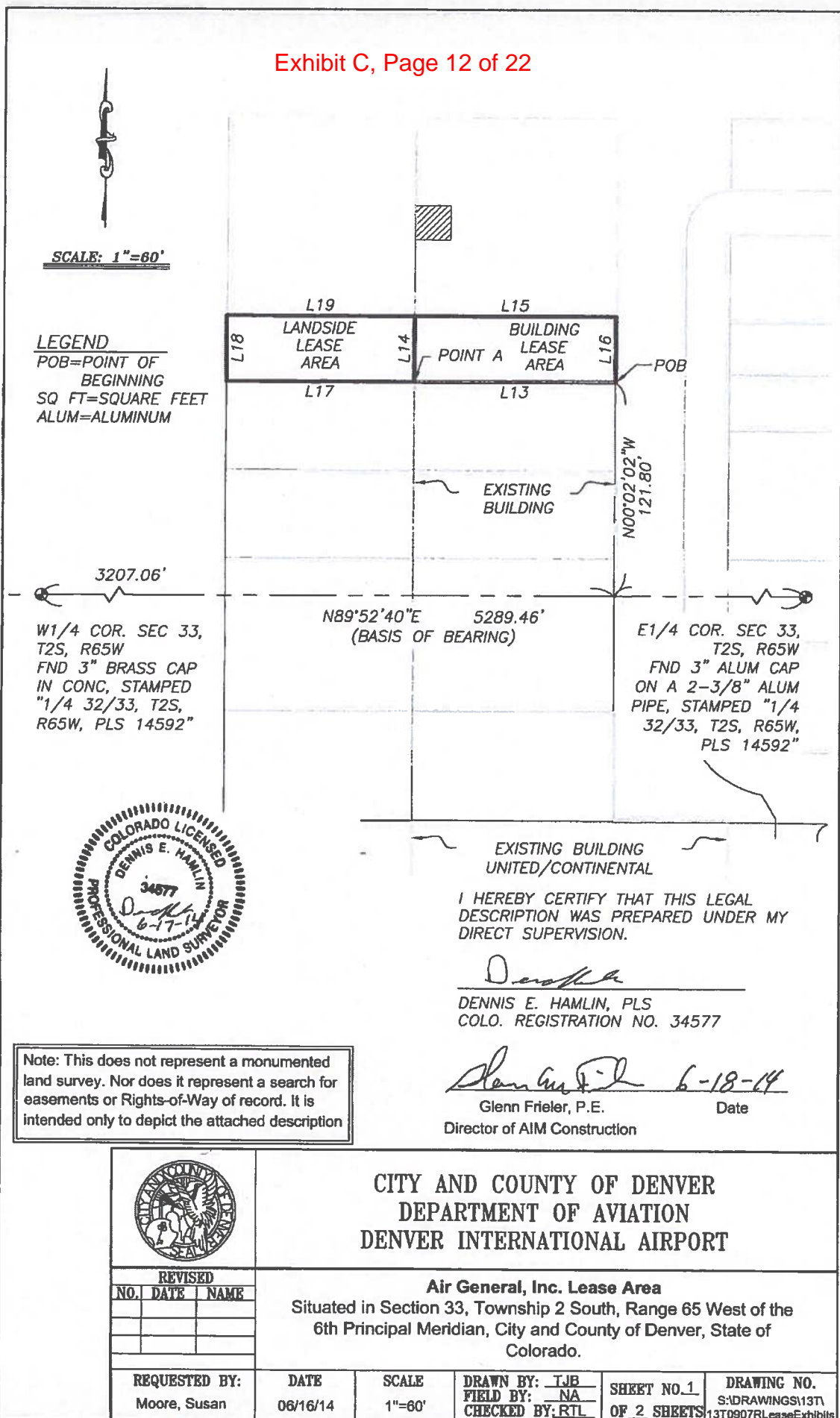
Thence North 89°57'58" East, a distance of 107.00 feet to the centerline of the westerly wall of said existing building;

Thence South 00°02'02" East along said centerline, a distance of 37.30 feet to Point A.

Said Landside Lease Area contains 3991.10 square feet.

Total area of Building Lease area and Landside Lease area equals 8243.30 square feet.

 6-18-14
Approved by: Glenn Frieler, P.E. Date



SCALE: 1"=60'

LEGEND
 POB=POINT OF BEGINNING
 SQ FT=SQUARE FEET
 ALUM=ALUMINUM

3207.06'
 W1/4 COR. SEC 33, T2S, R65W
 FND 3" BRASS CAP IN CONC, STAMPED "1/4 32/33, T2S, R65W, PLS 14592"

N89°52'40"E 5289.46'
 (BASIS OF BEARING)

E1/4 COR. SEC 33, T2S, R65W
 FND 3" ALUM CAP ON A 2-3/8" ALUM PIPE, STAMPED "1/4 32/33, T2S, R65W, PLS 14592"



EXISTING BUILDING UNITED/CONTINENTAL

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577

Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description

Glenn Frieler 6-18-14
 Glenn Frieler, P.E. Date
 Director of AIM Construction



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

| REVISED | | |
|---------|------|------|
| NO. | DATE | NAME |
| | | |
| | | |
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Air General, Inc. Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

| | | | | | |
|-------------------------------|------------------|-----------------|--|----------------------------|---|
| REQUESTED BY: Moore, Susan | DATE 06/16/14 | SCALE 1"=60' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 1 OF 2 SHEETS | DRAWING NO. S:\DRAWINGS\113T\13T0907RLeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|---|

| LINE TABLE | | |
|------------|-------------|---------|
| Line # | Direction | Length |
| L13 | S89°57'58"W | 114.00' |
| L14 | N00°02'02"W | 37.30' |
| L15 | N89°57'58"E | 114.00' |
| L16 | S00°02'02"E | 37.30' |
| L17 | S89°57'58"W | 107.00' |
| L18 | N00°02'02"W | 37.30' |
| L19 | N89°57'58"E | 107.00' |



I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577

Glenn Frieler 6-18-14
 Glenn Frieler, P.E. Date
 Director of AIM Construction



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

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Air General, Inc. Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the
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| REQUESTED BY: Moore, Susan | DATE 06/16/14 | SCALE 1"=60' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 2 OF 2 SHEETS | DRAWING NO. S:\DRAWINGS\13T\13T0907R\LeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|---|

LEGAL DESCRIPTION FOR THE AIR GENERAL, INC. LEASE AREA

Date: June 14, 2014

A parcel of land situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Bearings used in this legal description are based on the east-west mid-section line of said Section 33, which bears North 89°52'40" East, a distance of 5289.46 feet, monuments as shown.

Commencing at the West Quarter corner of said Section 33;

Thence North 89°52'40" East along the east-west mid-section line, a distance of 3271.54 feet;

Thence North 00°00'00" East, a distance of 126.41 feet to the Point of Beginning of Parcel 4;

Thence continuing North 00°00'00" East, a distance of 29.41 feet;

Thence North 90°00'00" East, a distance of 63.36 feet;

Thence South 00°00'00" East, a distance of 29.41 feet to Point A;

Thence North 90°00'00" West, a distance of 63.36 feet to the Point of Beginning.

Said Parcel 4 contains 1863.478 square feet.

Commencing from Point A described above;

Thence North 90°00'00" East, a distance of 25.00 feet to the Point of Beginning of Parcel 5

Thence North 00°00'00" East, a distance of 29.41 feet;

Thence South 90°00'00" East, a distance of 86.64 feet;

Thence South 00°00'00" East, a distance of 29.41 feet;

Thence North 90°00'00" West, a distance of 86.64 feet to the Point of Beginning.

Said Parcel 5 contains 2548.022 square feet.

Total area of Parcels 4 & 5 equals 4441.500 square feet.



Approved by: Glenn Frieler, P.E.

6/18/14

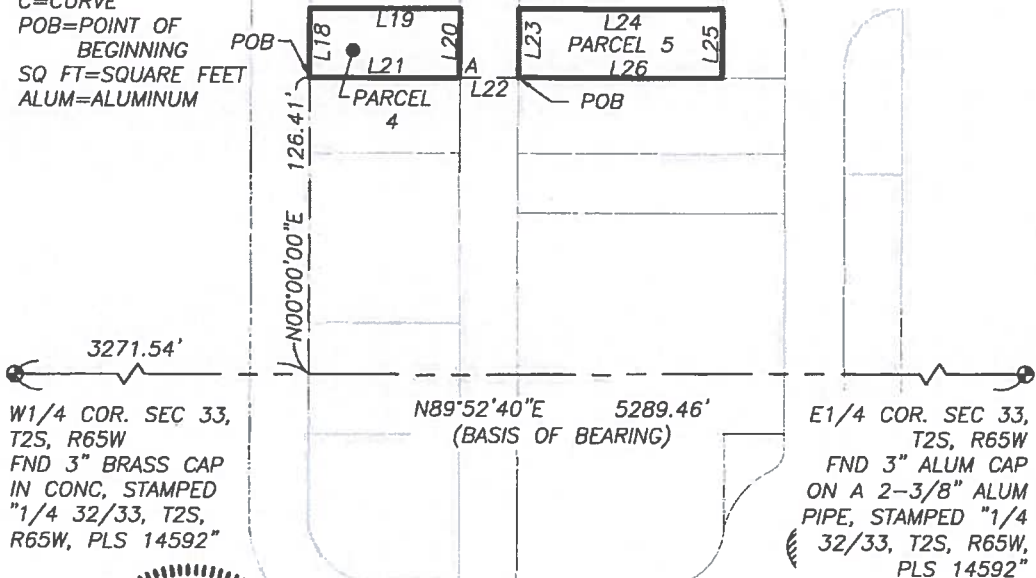
Date



SCALE: 1"=60'

LEGEND

L=LENGTH
 C=CURVE
 POB=POINT OF BEGINNING
 SQ FT=SQUARE FEET
 ALUM=ALUMINUM



I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin

DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577

Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description

Glenn Frieler

Glenn Frieler, P.E.
 Director of AIM Construction

6/18/14
 Date



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

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|---------|------|------|
| NO. | DATE | NAME |
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Air General, Inc. Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

| | | | | | |
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| REQUESTED BY: Moore, Susan | DATE 11/07/11 | SCALE 1"=60' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 1 OF 2 SHEETS | DRAWING NO. S:\DRAWINGS\1371 1370907RLeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|--|




| LINE TABLE | | |
|------------|-------------|--------|
| Line # | Direction | Length |
| L18 | N00°00'00"E | 29.41' |
| L19 | N90°00'00"E | 63.36' |
| L20 | S00°00'00"E | 29.41' |
| L21 | N90°00'00"W | 63.36' |
| L22 | N90°00'00"E | 25.00' |
| L23 | N00°00'00"E | 29.41' |
| L24 | S90°00'00"E | 86.64' |
| L25 | S00°00'00"E | 29.41' |
| L26 | N90°00'00"W | 86.64' |

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Dennis E. Hamlin
 DENNIS E. HAMLIN, PLS
 COLO. REGISTRATION NO. 34577

Glenn Frieler 6/18/14
 Glenn Frieler, P.E. Date
 Director of AIM Construction

|  | CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT | | | | | | | | | | | | | | | | | |
|---|---|------|--|-----|------|------|--|--|--|--|--|--|-------------------------------|------------------|-----------------|--|----------------------------|---|
| | Air General, Inc. Lease Area Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado. | | | | | | | | | | | | | | | | | |
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| REVISED | | | | | | | | | | | | | | | | | | |
| NO. | DATE | NAME | | | | | | | | | | | | | | | | |
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LEGAL DESCRIPTION FOR THE AIR GENERAL, INC. LEASE AREA

Date: May 9, 2012
Revised: March 09, 2015

A parcel of land situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Bearings used in this legal description are based on the east-west mid-section line of said Section 33, which bears North 89°52'39" East, a distance of 5289.55 feet, monuments as shown.

Commencing at the East Quarter corner of said Section 33;

Thence South 89°52'39" West along the east-west mid-section line, a distance of 2082.49 feet to the interior wall of an existing building known as Joint Cargo;

Thence North 00°02'02" West along said interior wall line, a distance of 94.41 feet to the centerline of a common wall, also being the Point of Beginning;

Thence South 89°57'58" West along said centerline, a distance of 114.00 feet to the centerline of the westerly wall, also being Point A;

Thence North 00°02'02" West along said centerline, a distance of 50.05 feet to the centerline of a common wall;

Thence North 89°57'58" East along said centerline, a distance of 114.00 feet to the interior wall;

Thence South 00°02'02" East along said interior wall, a distance of 50.05 feet to the Point of Beginning.

Said Building Lease Area contains 5705.70 square feet.

Beginning at Point A as described above;

Thence South 89°57'58" West, a distance of 107.00 feet;

Thence North 00°02'02" West, a distance of 50.05 feet;

Thence North 89°57'58" East, a distance of 107.00 feet to the centerline of the westerly wall of said existing building;

Thence South 00°02'02" East along said centerline, a distance of 50.05 feet to Point A.

Said Landside Lease Area contains 5355.35 square feet.

Total area of Building Lease area and Landside Lease area equals 11061.05 square feet

See Exhibit "B"

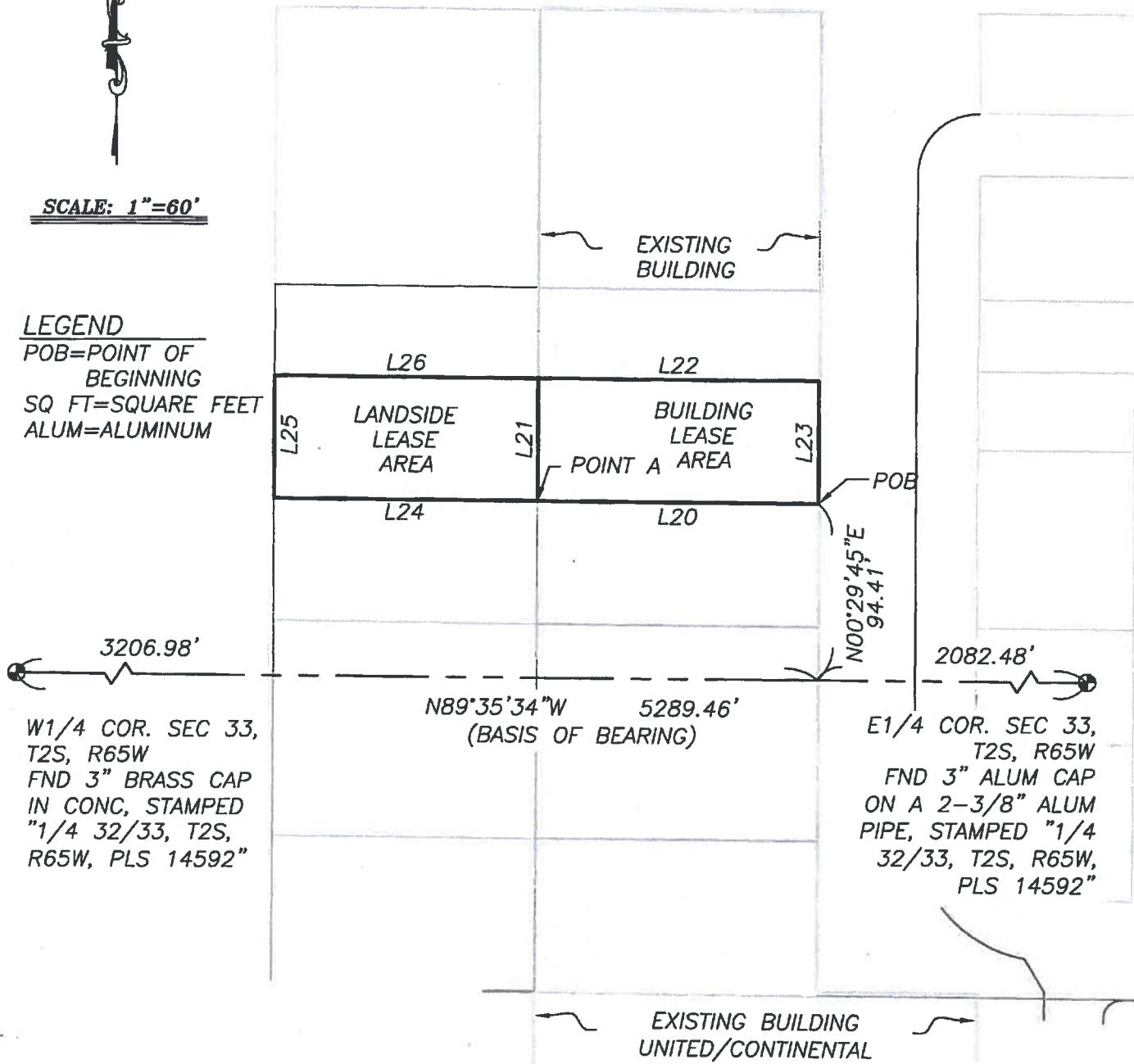




SCALE: 1"=60'

LEGEND

POB=POINT OF BEGINNING
 SQ FT=SQUARE FEET
 ALUM=ALUMINUM



W1/4 COR. SEC 33,
 T2S, R65W
 FND 3" BRASS CAP
 IN CONC, STAMPED
 "1/4 32/33, T2S,
 R65W, PLS 14592"

E1/4 COR. SEC 33,
 T2S, R65W
 FND 3" ALUM CAP
 ON A 2-3/8" ALUM
 PIPE, STAMPED "1/4
 32/33, T2S, R65W,
 PLS 14592"

I HEREBY CERTIFY THAT THIS EXHIBIT WAS
 PREPARED UNDER MY DIRECT
 SUPERVISION.

[Signature] 3/9/15
 THOMAS J. BREITNAUER, PLS
 COLO. REGISTRATION NO. 30085

[Signature] 3/10/15
 Glenn M. Frieler, P.E. Date
 Director of infrastructure/ QA

Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description



**CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT**

| REVISED | | |
|---------|---------|------|
| NO. | DATE | NAME |
| 1 | 3/09/15 | TJB |
| | | |
| | | |


Air General, Inc. Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the
 6th Principal Meridian, City and County of Denver, State of
 Colorado.

| | | | | | |
|-------------------------------|------------------|-----------------|--|----------------------------|--|
| REQUESTED BY: Moore, Susan | DATE 05/09/12 | SCALE 1"=60' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 1 OF 2 SHEETS | DRAWING NO. S:\DRAWINGS\13T\13T0907RLeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|--|

| LINE TABLE | | |
|------------|-------------|---------|
| Line # | Direction | Length |
| L20 | N89°30'15"W | 114.00' |
| L21 | N00°29'45"E | 50.05' |
| L22 | S89°30'15"E | 114.00' |
| L23 | S00°29'45"W | 50.05' |
| L24 | N89°30'15"W | 107.00' |
| L25 | N00°29'45"E | 50.05' |
| L26 | S89°30'15"E | 107.00' |

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION.


 THOMAS J. BREITNAUER, PLS
 COLO. REGISTRATION NO. 30085


 Glenn M. Frieler, P.E.
 Director of Infrastructure/ QA

3/9/15
 3/10/15
 Date



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

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| NO. | DATE | NAME |
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Air General, Inc. Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the
 6th Principal Meridian, City and County of Denver, State of
 Colorado.

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|-------------------------------|------------------|-----------------|--|----------------------------|---|
| REQUESTED BY: Moore, Susan | DATE 05/09/12 | SCALE 1"=60' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 2 OF 2 SHEETS | DRAWING NO. S:\DRAWINGS\13T\13T0907R\LeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|---|

LEGAL DESCRIPTION FOR THE AIR GENERAL, INC. LEASE AREA

Date: November 14, 2011
Revised: March 09, 2015

A parcel of land situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Bearings used in this legal description are based on the east-west mid-section line of said Section 33, which bears North 89°52'40" East, a distance of 5289.46 feet, monuments as shown.

Commencing at the West Quarter corner of said Section 33;

Thence North 89°52'40" East along the east-west mid-section line, a distance of 3271.54 feet;

Thence North 00°00'00" East, a distance of 91.41 feet to the Point of Beginning of Parcel 6;

Thence continuing North 00°00'00" East, a distance of 32.00 feet;

Thence North 90°00'00" East, a distance of 63.36 feet;

Thence South 00°00'00" East, a distance of 32.00 feet to Point A;

Thence North 90°00'00" West, a distance of 63.36 feet to the Point of Beginning.

Said Parcel 6 contains 2027.586 square feet.

Commencing from Point A described above;

Thence North 90°00'00" East, a distance of 25.00 feet to the Point of Beginning of Parcel 7

Thence North 00°00'00" East, a distance of 32.00 feet;

Thence South 90°00'00" East, a distance of 113.16 feet;

Thence South 00°00'00" East, a distance of 32.00 feet;

Thence North 90°00'00" West, a distance of 113.16 feet to the Point of Beginning.

Said Parcel 7 contains 3621.058 square feet.

Total area of Parcels 6 & 7 equals 5648.644 square feet.

See Exhibit "B"

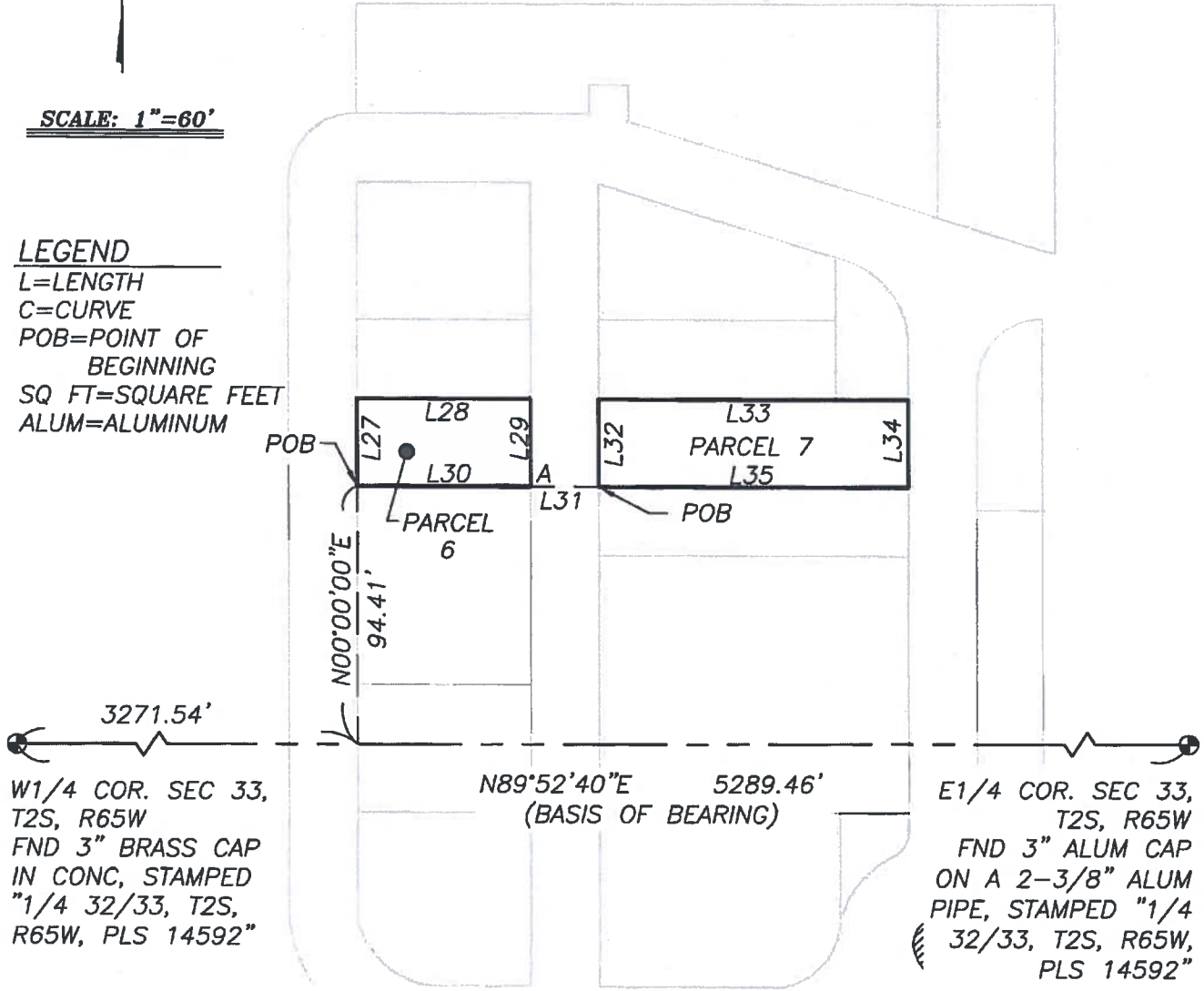




SCALE: 1"=60'

LEGEND

- L=LENGTH
- C=CURVE
- POB=POINT OF BEGINNING
- SQ FT=SQUARE FEET
- ALUM=ALUMINUM



W1/4 COR. SEC 33,
T2S, R65W
FND 3" BRASS CAP
IN CONC, STAMPED
"1/4 32/33, T2S,
R65W, PLS 14592"

N89°52'40"E 5289.46'
(BASIS OF BEARING)

E1/4 COR. SEC 33,
T2S, R65W
FND 3" ALUM CAP
ON A 2-3/8" ALUM
PIPE, STAMPED "1/4
32/33, T2S, R65W,
PLS 14592"

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

[Signature] 3/9/15
THOMAS J. BREITNAUER, PLS
COLQ. REGISTRATION NO. 30085

Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description

[Signature] 3/9/15
Glenn M. Frieler, P.E. Date
Director of Infrastructure/ QA



**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT**

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| NO. | DATE | NAME |
| 1 | 3/09/15 | TJB |
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Air General, Inc. Lease Area
Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

| | | | | | |
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| REQUESTED BY: Moore, Susan | DATE 11/07/11 | SCALE 1"=60' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 1 OF 2 SHEETS | DRAWING NO. S:\DRAWINGS\13T\13T0907R\LeaseExhibits |
|-------------------------------|------------------|-----------------|--|----------------------------|---|

| Line Table | | |
|------------|-------------|---------|
| Line # | Direction | Length |
| L27 | N00°00'00"E | 32.00' |
| L28 | N90°00'00"E | 63.36' |
| L29 | S00°00'00"E | 32.00' |
| L30 | N90°00'00"W | 63.36' |
| L31 | N90°00'00"E | 25.00' |
| L32 | N00°00'00"E | 32.00' |
| L33 | S90°00'00"E | 113.16' |
| L34 | S00°00'00"E | 32.00' |
| L35 | N90°00'00"W | 113.16' |

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

 3/9/15
 THOMAS J. BREITNAUER, PLS
 COLO. REGISTRATION NO. 30085

 3/9/15
 Glenn M. Frieler, P.E.
 Director of Infrastructure/ QA



**CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT**

| REVISED | | |
|---------|---------|------|
| NO. | DATE | NAME |
| 1 | 3/09/15 | TJB |
| | | |
| | | |

Air General, Inc. Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the
 6th Principal Meridian, City and County of Denver, State of
 Colorado.

| | | | | | |
|--------------------------------------|-------------------------|------------------------|---|-----------------------------------|--|
| REQUESTED BY: Moore, Susan | DATE 11/07/11 | SCALE 1"=60' | DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL | SHEET NO. 2 OF 2 SHEETS | DRAWING NO. S:\DRAWINGS\13T 13T0907RLeaseExhibits |
|--------------------------------------|-------------------------|------------------------|---|-----------------------------------|--|

EXHIBIT C

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

| | | |
|--|-------------------------------|---------|
| Umbrella Liability Controlled Area | Each Occurrence and aggregate | \$9,000 |
| Umbrella Liability Non-Controlled Area | Each Occurrence and aggregate | \$1,000 |

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Property Insurance

Coverage: All Risk Form Property Insurance, Replacement Cost basis

Personal Property, Contents, Fixtures, Tenant Improvements and Betterments

- 100% of the Replacement Cost value of Personal Property, Contents, Fixtures, Tenant Improvements and Betterments
- Covered Cause of Loss – Special Form including glass coverage and signs
- Replacement Cost Endorsement

Business Income including Loss of Rents

Amount equal to all Minimum Annual Rent and Other Sums payable under the Lease

Any Policy issued under this section must contain, include or provide for the following:

1. The City and County of Denver, Department of Aviation shall be named as loss payee as its interest may appear.
2. Waiver of Subrogation Applies to City as Landlord for any protected Landlord Property.
3. In the event of payment of any Loss involving Tenant Improvements and Betterments, permanent fixtures, etc, the insurance carrier shall pay the City (as Landlord) its designee first for said property loss.
4. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, and the term "sponsor" shall mean the "City."

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations, or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Concessionaire, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX D

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES

As used below, the term “sponsor” will mean City.

- A. Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high

and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).