



Standard Support Space Agreement

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: SAS Services Group Inc.
630 N. Sepulveda Blvd. Suite 9A
El Segundo, CA 90245

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STANDARD SUPPORT SPACE AGREEMENT

This Standard Support Space Agreement for the Denver International Airport (“DEN”) (“Agreement”) is entered into as of the date stated on City’s signature page, 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 (“City”) Party of the First Part, and **SAS SERVICES GROUP, INC.**, a corporation formed under the laws of the State of California and authorized to conduct business in the State of Colorado (“Licensee”), Party of the Second Party (collectively, “Parties”).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

ARTICLE I. SUMMARY OF CONTRACT PROVISIONS

SECTION 1.01 SUMMARY OF CONTRACT PROVISIONS

City Address for Notices:	ATTN: Chief Executive Officer City and County of Denver Department of Aviation Denver International Airport Airport Office Building, 9th Floor 8500 Peña Boulevard Denver, CO 80249-6340				
Licensee Address for Notices:	ATTN: Daniel Coerber SAS Services Group, Inc. 630 N. Sepulveda Blvd. Suite 9A El Segundo, CA 90245				
Guarantor Name and Notice Address:	n/a				
Support Space(s):	See Exhibit A:				
	Space	Type Space	Sq. Ft.	Fd. Cr. Sq. Ft.	Comp. Rate
		Office Space	461	0	\$36/sq. ft
Companion Agreement(s): N/A					
Effective Date:	Date stated on City’s signature page,				
Commencement Date:	Date stated on City’s signature page,				
Expiration Date:	12/31/2022				
Support Space Compensation	\$ (461 sq. ft. x \$36 per ft.)				

SECTION 1.02 MODIFICATIONS TO SUMMARY OF CONTRACT PROVISIONS

The Parties acknowledge and agree certain provisions stated in the Summary of Contract Provisions are, as of the Effective Date, unknown or estimates. The Parties further acknowledge and agree other provisions stated in the Summary of Contract Provisions are subject to change throughout the Term in accordance with the provisions of this Agreement. The Parties therefore agree to modify the Summary of Contract Provisions by letter executed by the CEO without formal amendment.

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ARTICLE II. DEFINITIONS

SECTION 2.01 DEFINITIONS

As referred to or used herein the following terms have the following meanings:

- A. Agreement: Shall mean this agreement between the parties as described in the preamble to this Agreement including all exhibits, appendices, schedules, attachments, and subsequent amendments thereto.
- B. Approved Project: Licensee's construction, furnishing, fixturing, and remodeling of any portion of the Premises as reviewed and approved by City in accordance with the Tenant Work Permit Handbook.
- C. As Built: Record documents of the construction, additions, and other modifications constructed by Licensee on the Premises including but not limited to Licensee's Contractor's as built models and drawings in the format as required by DEN's Design Standards Manual, reconciled project BIM models and drawings in the format as required by DEN's Design Standards Manual. The reconciled BIM models shall consist of spatially coordinated systems and equipment reflecting the final built condition.
- D. Building Informational Modeling (BIM): The building informational modeling system used by DEN, as further defined by the Tenant Work Permit Handbook.
1. Reserved Premises Improvements: All improvements and equipment that are structural in nature or are affixed to the Premises and cannot be removed without material damage to the Premises including, but not limited to, mechanical, electrical and plumbing work, floors, ceilings, demising walls, store fronts, lighting fixtures, and built-in shelving.
 2. Trade Fixtures: All furniture, fixtures, and major equipment installed by Licensee, for use in its performance of the Business operations, removable from the Premises without causing material damage to the Premises.
- E. Chief Executive Officer (CEO): The Chief Executive Officer of City's Department of Aviation, formerly the Manager of Aviation, and/or any successor in function and/or title, as amended by Executive Order 140, is the officer appointed by the Mayor to be in full charge and control of the Department including the management, operation, and control of Denver International Airport, the Denver municipal airport system and all other facilities relating to or otherwise used in connection with the foregoing.
- F. City: The City and County of Denver is a municipal corporation of the State of Colorado, acting for and on behalf of its Department of Aviation, and is the owner of the Denver International Airport and party of the first part to this Agreement.
- G. Claim: Any demand, action, cause of action, suit, proceeding, arbitration, claim, judgment or settlement, or compromise relating thereto which may give rise to a right to indemnification and defense under Article XIV of this Agreement.
- H. Commencement Date: The first date the Support Space is used under this Agreement.

- I. Companion Agreement: The agreement(s) set forth on the Summary Page.
- J. Licensee: The legal entity that is the party of the second part to this Agreement. Licensee shall include all sub-Licensees and contract operators of Licensee actually operating within the Premises with City's written consent. In all provisions of this Agreement that require a person to comply with a specific provision requiring representation of Licensee, this person shall be an authorized official of Licensee.
- K. Contract Year: (a) With respect to the first Contract Year during the Term, the period commencing on the Commencement Date and continuing through the end of City's Fiscal Year in which the Commencement Date occurs, and (b) with respect to each Contract Year thereafter during the Term, each twelve-month period commencing on the first day of City's Fiscal Year and ending on the last day of City's Fiscal Year, provided that if the Term expires or is terminated on a day other than the last day of a Contract Year, the last Contract Year will then end as of the date of such expiration or termination.
- L. Covenant: Any agreement, undertaking, commitment, guarantee, warrant, pledge, and/or promise made under this Agreement.
- M. Damage(s): Any compensation for loss or injury, excluding consequential, special, and punitive damages, and/or any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief.
- N. DEN: The Denver Municipal Airport System of Denver, Colorado as defined in the Denver Revised Municipal Code, and specifically the Denver International Airport, including the passenger transportation facilities at the Denver International Airport, existing or under construction as of the Effective Date of this Agreement, known individually as the Jeppesen Terminal and its appurtenant Concourses A, B, and C, including all user movement areas, areas leased exclusively or preferentially to any third party or parties, common areas and baggage claim areas there in, and interconnecting hallways, concourses, and bridges.
- O. DEN's Rules and Regulations: The Denver Municipal Airport System's Rules and Regulations adopted January 11, 1994 for an effective date of March 9, 1994 and modified from time to time by the Chief Executive Officer, or his/her successor in function or title, pursuant to the authority granted in the Denver Revised Municipal Code.
- P. Effective Date: The date of full execution of this Agreement by City, as set forth on City's signature page.
- Q. Emergency: A serious, unexpected situation requiring immediate action including, but not limited to, any emergency declared by the CEO.
- R. Encumbrance: Any burden or impediment on property and or assets.
- S. Expiration Date: The () anniversary of the Package Completion Date.
- T. Federal Aviation Administration (FAA): The Federal Aviation Administration established by the federal government under the Federal Aviation Act of 1958, as amended, or such

other governmental agency which may be successor in function thereto or be vested with the same or similar authority.

U.Law: Any order, writ, injunction, decree, judgment, law, ordinance, decision, ruling, statute, code, rule, or regulation of any Governmental Authority.

V. Loss: Any expense, cost, or damage to person or property.

W. Notice to Proceed: As it applies to any portion of the Premises, the written notice from City to Licensee allowing Licensee to commence an Approved Project for such portion of the Premises, and for initial construction, the written notice that establishes the Shell Space Turnover Date and Required Completion Date for such portion of the Premises.

X. Premises: The specific area(s) of DEN that Licensee is authorized to occupy and use for the purposes set forth herein.

Y. Premises Improvements: See G.1.

Z. Replacement Premises: Other location(s) within DEN substantially similar to the Premises, as defined in Section 3.03.

AA. Surety An irrevocable letter of credit or bond as first approved in writing by City, in a form compliant with Section 16.01, drawn on behalf of City. Licensee may comply with the Surety requirement set forth in Section 16.01 through an increase in its Surety from the Companion Agreement(s).

BB. Summary of Contract Provisions: The statement of key provisions of this Agreement located in Article I of this Agreement.

CC. Support Space(s): The locations, individually or collectively, within the Premises intended for the support of Licensee's operation at DEN including, but not limited to, offices, commissary, and storage spaces, as generally depicted on the Storage Space Plan attached hereto as *Exhibit A*, which is located within the Terminal and/or Concourses and contains the number of square feet set forth on the Summary Page.

DD.Support Space Compensation: The annual amount payable by Licensee to City for the use and occupancy of the Support Spaces, as further described in Section 5.01.

EE. Support Space Compensation Rate: The fair market rate per square foot for the Support Spaces, as further described in Section 5.01.

FF. Tenant Work Permit Handbook: The compilation of City's obligations prior to the Shell Space Turnover Date, standards, procedures, requirements, directions, and instructions governing Licensee's construction activities at DEN, which is incorporated herein by reference. City reserves the right to amend the Tenant Work Permit Handbook during the Term. Any such amendment to the Handbook will be binding on Licensee without need for amendment of this Agreement, provided any amendment of the Tenant Work Permit Handbook does not conflict with the other terms and conditions of this Agreement, in such case this Agreement shall control.

GG. Term: The period beginning on the Commencement Date and ending on the Expiration Date.

HH. Trade Fixtures: See G.2.

II. TSA: The U.S. Department of Homeland Security's, Transportation Security Administration, or any successor thereto.

JJ. Unamortized Investment: The unamortized amount, as reflected in Exhibit I, for that portion of the Premises Improvements or Trade Fixtures at the time such amount is referred to herein, of Licensee's Capital Investment or portion thereof, using straight line amortization, calculated on a daily basis, over the period beginning on the completion of an Approved Project to which such Capital Investment refers and ending on the earlier of the Expiration Date, termination date, or relocation date.

SECTION 2.02 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 F, 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) or more constructions, one of which would render the provision void and the other(s) rendering the provision valid, then the provision shall have the meaning(s) that render 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, as amended from time to time.
9. The Parties agree venue for any action arising from this Agreement shall be in the District Court for the City and County of Denver.

ARTICLE III. PREMISES

SECTION 3.01 PREMISES DESCRIPTION

City hereby grants to Licensee, the right to occupy, improve, and use Premises within DEN consisting of the Support Space(s) as listed and depicted in Exhibit A (Premises Description) including improvements modifications made thereto. No other part of DEN shall be part of the Premises.

The total estimated areas of the Premises, are listed in the Summary of Contract Provisions. If applicable, no later than thirty (30) days after completion of any construction project, Licensee shall certify in writing the actual as-built areas of the Premises. The Parties agree to modify the Summary of Contract Provisions and Exhibit A to incorporate such as-built areas, such modifications to be confirmed by letter executed by the CEO, without need for formal amendment to this Agreement.

SECTION 3.02 COMPANION AGREEMENTS

Licensee may use the Premises solely in support of the Companion Agreement(s), and for no other purposes, unless prior authorization from the CEO is received. City and Licensee may, during the Term and by mutual agreement, add or delete Companion Agreement(s). The Parties agree to modify the Summary of Contract Provisions, Exhibit A, Exhibit B, and Exhibit I, as necessary, by letter executed by the CEO and acknowledged by Licensee, without need for formal amendment to this Agreement.

SECTION 3.03 ADDITIONS TO AND DELETIONS FROM THE PREMISES

The Parties may, during the Term and by mutual agreement, add or delete space(s) from the

Premises. All space(s) added to the Premises pursuant to this Section 3.03, are subject to all the terms, conditions, covenants, and other provisions of this Agreement. Licensee shall pay to City all compensation, fees, and charges applicable to the additional space(s) in accordance with this Agreement. In the case of additions or deletions from the Premises, City will make appropriate adjustments to the compensation, fees, and charges paid by Licensee. The Parties agree to modify the Summary of Contract Provisions, Exhibit A, Exhibit B, and Exhibit I, as necessary, to incorporate space additions or deletions to the Premises by letter executed by the CEO and acknowledged by Licensee, without need for formal amendment to this Agreement.

SECTION 3.04 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.

SECTION 3.04 INGRESS AND EGRESS

Licensee will have the privilege of ingress to and egress from DEN and the Premises for Licensee's officers, authorized officials, employees, agents, and invitees, including suppliers of materials, furnishers of services, equipment, vehicles, machinery, and other property. This privilege of ingress and egress is expressly subject to FAA Regulations and TSA Regulations as amended, applicable laws, and DEN's Rules and Regulations, as amended. 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.

SECTION 3.06 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.

SECTION 3.07 NO WARRANTY FOR ECONOMIC VIABILITY

City makes no warranty, promises, or representations as to the economic viability of the Premises, Licensee's business concept or any other matter pertinent to the potential or likelihood for success or failure of Licensee's business operations at DEN. Licensee understands, acknowledges, and accepts that airline gate usage and other aspects of DEN operations are subject to change during the Term without notice and City makes no warranty regarding the location of airline gate usage. Except as specifically set forth herein, City shall not, by virtue of the existence of this Agreement, be constrained or liable in connection with its operation of DEN.

ARTICLE IV. TERM

SECTION 4.01 TERM

This Agreement shall be effective and binding upon the Parties as of the Effective Date stated on the Summary Page and end on the Expiration Date as stated on the Summary Page. Any provision to the contrary notwithstanding, this Agreement may be terminated by either the City or Licensee prior to the Expiration Date or any extension thereof, with or without cause, upon thirty (30) days written notice to the other Party.

SECTION 4.02 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 any extension thereof, 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.

ARTICLE V. COMPENSATION, FEES, OTHER CHARGES

SECTION 5.01 SUPPORT SPACE COMPENSATION

As consideration for privilege to use and occupy Support Space as granted herein, Licensee covenants to pay to City the fair market amount for all Support Spaces. City will establish the Support Space Compensation Rate. Support Space Compensation will be paid in monthly installments, in advance and without demand, beginning on the Commencement Date and on the first day of each month thereafter throughout the Term.

The Support Space Compensation to be paid monthly equals the sum of:

1. The total area of Support Spaces occupied by Licensee multiplied by one-twelfth (1/12) of the Support Space Compensation Rate.

For any period of less than one month during the Term, the Support Space Compensation will be calculated on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the Support Space Compensation is payable. The initial Support Space Compensation Rate is set forth in the Summary of Contract Provisions and shall be adjusted yearly in accordance with Part 120 of the Denver Municipal Airport Systems Rules and Regulations.

SECTION 5.02 OTHER FEES AND CHARGES

- A. Utilities. City will provide certain utility connections to the Premises as stated in the Tenant Work Permit Handbook. Licensee may connect into or extend, at its cost, such utilities in accordance with Tenant Work Permit Handbook. Beginning on the Shell Space Turnover Date, Licensee covenants to pay for all utilities necessary in the operation of the Premises. All charges, including, but not limited to, deposits, installation costs, connection charges, usage, service charges, and applicable taxes for utility services metered directly to the Premises or pro-rated by usage shall be paid by Licensee, regardless of whether the utility services are furnished by City or other utility service entities.
- B. Other Fees and Charges. Licensee covenants to pay in a timely manner other damages to City, charges and fees as City assesses, in accordance with its procedures and requirements, and Licensee incurs in the normal course of business, including but not limited to telephone, badging, fingerprinting, and Common Maintenance Services Fees, plus any applicable taxes.

SECTION 5.03 FAILURE TO MAKE TIMELY PAYMENTS

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.

The right of City to require payment of interest and the obligation of the Licensee to pay it shall be in addition to and not in lieu of the right of City to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

The failure of City to take action in the event of a delinquent payment or series of payments shall in no way waive the right of City to take action at a subsequent time. City expects all compensation, fees, and charges to be paid on time and Licensee agrees to pay on time. Further, any endorsements or statements on a check or letter accompanying such payment for compensation or other charges shall not be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever.

Notwithstanding other provisions of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute default of Licensee, City may terminate this Agreement upon written notice to Licensee, in accordance with section 13.02, if (i) there are recurring instances in which Licensee's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Licensee fails to maintain adequate records and accounts reflecting its business operations at DEN under this Agreement; or (iii) Licensee fails or refuses to submit the formal supporting paperwork as required herein.

SECTION 5.04 CITY'S LIEN

City shall have a lien and security interest upon all Trade Fixtures and Personal Property of the Licensee now owned or hereafter acquired by Licensee which came in or was placed upon the Premises, to the extent permitted by law, for the purpose of securing the payment of all sums of money that may be due to City from Licensee under this Agreement.

This lien shall supersede any other lien including any lien created in connection with Licensee's financing. Licensee is prohibited from pledging any Trade Fixtures and/or Personal Property without the prior written consent of City.

SECTION 5.05 RECORD KEEPING

Licensee covenants to prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records that include all financial transactions in the performance of this Agreement. Licensee shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Agreement shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.

SECTION 5.06 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 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.

SECTION 5.07 FORM OF PAYMENT

All payments due under this Agreement shall be paid in lawful money of the United States of America. City may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Agreement or otherwise.

All payments of Support Space Compensation, fees, charges, and all other damages shall be made by Automated Clearing House or Electronic Fund Transfer or other method as designated in writing by City. Licensee shall provide City with necessary information and authorizations as needed to facilitate such payments.

SECTION 5.08 CITY'S RIGHT TO PERFORM AUDITS, INSPECTIONS, ATTESTATION ENGAGEMENTS

City, or its representative, will have the right through the expiration of the fifth (5th) year after the expiration or termination of this Agreement, through its representatives, to review all books, records, and contracts of Licensee and where applicable, all individuals or other business entities who are party to this Agreement, requested by City's representatives to substantiate Licensee's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with state or federal entities, discount or

rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts.

Such right of examination shall include cooperation by Licensee personnel (including, but not limited to, cooperation in sending confirmations to Licensee's suppliers or others, assisting City in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts) as reasonably considered necessary by City, or its representative, to complete the engagement. There may be no limitation in the scope of the engagement hindering City in testing the accuracy and completeness of compensation, fees, or charges paid hereunder. All such books, records, and contracts shall be kept for a minimum period of five (5) years after the close of each Contract Year. Licensee waives any claim of confidentiality it may have in connection to its books, records, and contracts for the sole purpose of allowing City or its representative to use said documents in the course of an engagement. If City requests and Licensee fails to furnish any records in a timely manner, City reserves the right to, in addition to all other remedies available hereunder, at law, or in equity, have an independent forensic accounting firm attempt to reconstruct the missing records. Licensee covenants to reimburse City for the reasonable cost associated with reconstructing any missing records, including but not limited to, the cost of the independent forensic accounting firm, attorney's fees, and litigation expenses incurred.

Licensee shall not charge City for reasonable use of Licensee's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical microform or other media. Licensee shall provide all records and retrievals requested within seven (7) days of the request. Parties recognize City will incur additional costs if records requested are not provided in a timely manner and the amount of those costs is difficult to determine with certainty. Consequently, Parties agree City may collect liquidated damages, as set forth in Article VIII, for the records requested and not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished, which includes, but is not limited to, reconstruction of documents that cannot be produced. Payment of liquidated damages will be due within fifteen (15) days from the date of invoice.

Licensee will include a provision providing City, or its representative, the same rights to initiate and perform audits, inspections, or attestation engagements in any sub Licensee agreement it enters and cause its sub Licensees to include the statements in further sub Licensee agreements.

ARTICLE VI. PERMITTED USES

SECTION 6.01 PERMITTED USES

Licensee shall use the Premises only for office and administrative purposes related to the operation of its business at DEN. No portion of the Premises shall be used to warehouse, stock or store any goods, wares, or merchandise not intended for use at DEN.

SECTION 6.02 NON-EXCLUSIVE RIGHTS

The privileges granted herein shall be non-exclusive and revocable. City may, at any time, award space (existing or newly created) to other parties who may have privileges similar to those non-exclusively granted herein.

In the event of a dispute between Licensee and any other party operating at DEN as to the rights

of the parties under their respective agreements, Licensee agrees City shall determine the rights of each party and Licensee agrees to be bound by City's decision.

SECTION 6.03 RESTRICTIONS

Nothing in this Article will be construed as authorizing Licensee to conduct any business separate and apart from this Agreement or in areas of DEN other than in the Premises described herein or in the Companion Agreement(s). All privileges not specifically granted to Licensee for its use and operations at DEN pursuant to this Agreement are hereby reserved to City.

ARTICLE VII. OPERATING STANDARDS

SECTION 7.01 BADGING AND SECURITY REQUIREMENTS

All of Licensee's Personnel who work at DEN must apply for and be issued a proper security identification badge prior to beginning work at DEN. Licensee shall be responsible for ensuring Personnel, vendor, and Contractor compliance with all security rules, regulations, and procedures including, but not limited to, those issued by the FAA, TSA, and City. The rules, regulations, and procedures of the FAA, TSA, and City regarding security matters may be modified during the Term and Licensee covenants to comply with all modifications. Licensee shall pay all costs associated with obtaining the required security identification badges and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by City.

City will collect liquidated damages, as set forth in Article VIII, from Licensee for each security identification badge that is lost, stolen, unaccounted for, or not returned to City at the time of security identification badge expiration, employee termination, termination of this Agreement, or upon written request by City. Payment of liquidated damages will be due within fifteen (15) days from the date of invoice. The Parties agree, City's ability to collect liquidated damages, in no way affects City's ability to exercise its governmental powers as proscribed in DEN's Rules and Regulations.

If any of Licensee's Personnel is terminated or leaves Licensee's employment, City must be notified immediately, and the security identification badge must be returned to City promptly.

Licensee's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Licensee's business as outlined herein. Licensee's Personnel shall be informed of this requirement in writing from Licensee. Licensee's Personnel shall also be informed in writing from Licensee of the penalties for violating this requirement, which includes, but is not limited to, termination of a person's employment.

Licensee shall submit its written operating and security procedures for its operations hereunder to City for review at least thirty (30) days prior to the Commencement Date. Licensee may use the same operating and security procedure submitted with the Companion Agreement(s). Licensee shall revise such operating and security procedures as necessary to obtain City's approval.

SECTION 7.02 OPERATING PROCEDURES AND STANDARDS

- A. City Requirements. The occupancy and use by Licensee of the Premises and the privileges herein conferred upon Licensee shall be conditioned upon and subject to DEN's Rules and

Regulations, and Operational Directives as are now or may hereafter be prescribed by City through the lawful exercise of its powers.

- B. Sustainability. City is committed to incorporating sustainable practices into all aspects of DEN operations. Licensee shall operate in a manner consistent with DEN's Sustainability Policy, and participate in the sustainability programs outlined by City at its own cost and expense.
- C. Additional Compliance. Licensee shall comply with all applicable governmental laws, ordinances, regulations, codes, and permits in the conduct of its operations under this Agreement including, but not limited to, TSA regulations regarding products or procedures as amended.

SECTION 7.04 CLEANING AND ROUTINE MAINTENANCE

- A. General Obligations. Licensee shall ensure the Premises is maintained and operated in a First Class manner and that the Premises are kept in a safe, clean, orderly and inviting condition at all times in a manner satisfactory to City. To comply with these requirements, Licensee must regularly review or cause to be reviewed the Premises and its operations at DEN.
- B. City Sole Judge of Maintenance. City shall be the sole and absolute judge of the quality of Licensee's maintenance of the Premises. City or its representative may at any time, without notice, enter the Premises to determine if maintenance satisfactory to City is being performed. Performance by Licensee of maintenance pursuant to a written maintenance plan previously approved by City shall be conclusive evidence of satisfactory maintenance unless City determines that there is a present danger or safety hazard within the Premises. If City determines that maintenance is not satisfactory, City shall notify Licensee in writing. Licensee will perform the required maintenance, to City's satisfaction, within fifteen (15) days after receipt of written notice or City or its representative shall have the right to enter upon the Premises and perform the maintenance. However, where unsatisfactory maintenance threatens the safety, health, or welfare of the traveling public and/or DEN's facilities, Licensee shall immediately perform the maintenance. Where City or its representative performs maintenance, Licensee agrees to reimburse City for the cost thereof, plus an administrative fee of fifteen percent (15%) of the maintenance costs without prior quote.
- C. Emergency Repairs. In the event of an emergency repair is required, Licensee shall notify City of the repair situation as soon as possible. Following such notice, City may inspect the repair work and require alterations if the repair is not satisfactory to City. In the event of an after-hours emergency repair, Licensee agrees City shall have the right to enter any affected portion of the Premises and perform the emergency repair. Licensee covenants to pay to City the costs associated with any after-hours emergency repair. All emergency repairs requiring shutdown of any DEN system or utility require prior written approval of City. If any emergency repair affects other Licensees at DEN, City may, at in its sole discretion, fix the problem immediately and invoice Licensee. Licensee covenants to pay to City any proportional costs of emergency repairs completed by City, which Licensee may have contributed to the cause of the incident.

SECTION 7.05 COMMON MAINTENANCE

City shall be responsible for common maintenance of the following central systems located

throughout DEN, except for assets, connections, or systems located within the Premises. Licensee waives all claims against City for performance of common maintenance at DEN.

- A. Electricity Systems. City will furnish normal and reasonable quantities of electricity and gas to the Premises. Licensee covenants to pay to City Licensee's share of the costs of such cleaning, maintenance, and repair, in an amount determined by City. City will clean, maintain, and repair, for the benefit of Licensee, central Electricity and Natural Gas systems at DEN.
- B. HVAC Systems. City will furnish normal and reasonable quantities of central air from the central HVAC system at DEN to the Premises and all necessary power and electricity for such central air circulation. City will maintain under normal conditions a temperature adequate for comfortable occupancy according to the season. City will clean, maintain, and repair, for the benefit of Licensee, central HVAC infrastructure and systems at DEN. Licensee covenants to pay to City Licensee's share of the costs of such cleaning, maintenance, and repair, in an amount determined by City.
- C. Life Safety Systems. City will maintain and repair, for the benefit of Licensee, Life Safety systems at DEN. Licensee covenants to pay to City Licensee's share of the costs of such maintenance and repair, in an amount determined by City.
- D. Sanitary Sewer System. City will furnish water from the central water source to the Premises in reasonable quantities; provided that Licensee must comply with all water conservation programs in effect or as adopted. City will clean, maintain, and repair, for the benefit of Licensee, central water, plumbing, and sewer infrastructure and systems at DEN. Licensee covenants to pay to City Licensee's share of the costs of such cleaning, maintenance, and repair, in an amount determined by City.
- E. Trash, Waste and Refuse. City reserves the right, if deemed to be in its best interests, to provide trash, waste and other refuse removal, disposal and recycling services. Licensee covenants and agrees to participate in any DEN-wide trash, waste, and other refuse removal, disposal, or recycling program for any type of trash, waste, and refuse at its own cost. In the event City elects to provide these services on behalf of Licensee, Licensee covenants pay its share of the cost of such trash, waste and other refuse removal, disposal and recycling services, in an amount determined by City.
- F. Exterior Windows and Structures. City will clean, maintain, and repair, for the benefit of Licensee, exterior windows and all structural parts of DEN. City's maintenance shall include exterior glass, walls, and roof, but specifically excludes Premises Improvements and Trade Fixtures. Licensee covenants to pay to City Licensee's share of the costs of such cleaning, maintenance, and repair, in an amount determined by City.

SECTION 7.06 PROHIBITED ACTS

Unless approved in writing in advance by City, in its sole discretion, Licensee shall not install or permit to be installed coin-operated or other medium vending machines on the Premises. City reserves the exclusive right to install and maintain, through independent contractors, vending machines at DEN. Licensee will not place excessive loads on the walls, ceilings, and floor or pavement areas of DEN and will repair any area damaged by excessive loading to the satisfaction of City. Unless approved in writing in advance by City, in its sole discretion, Licensee will not permit the active display or operation on the Premises of any display that flies, flashes, or emits

a noise or odor. Licensee will not obstruct any part of DEN outside of the Premises. Licensee shall keep all service corridors, hallways, stairways, doorways, or loading docks leading to and from the Premises free and clear of all obstructions. Licensee will not interfere or permit interference with the use, operation, or maintenance of DEN including, but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at DEN. Licensee shall not place any additional lock of any kind upon any window or interior or exterior door in the Premises, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the portion of the Premises were furnished to or otherwise procured by Licensee. If any keys furnished to Licensee by City are lost, Licensee shall pay City, on demand, the cost for replacement thereof. Licensee will not engage in any activity prohibited by DEN's Rules and Regulations and Operating Directives as may be modified during the Term. In the event Licensee fails to adhere to DEN's Rules and Regulations and Operating Directives or fails to prevent any other of the prohibited acts set forth in this Section, City may collect liquidated damages as set forth in Article VIII until such prohibited act is ended. Payment of liquidated damages will be due within fifteen (15) days from the date of invoice. Moreover, if the prohibited act is not corrected as directed by City, City or its representative shall have the right to enter upon the Premises and take corrective action, and Licensee agrees to promptly reimburse City for any related costs, and an administrative fee equal to fifteen percent (15%) of the corrective action costs.

ARTICLE VIII. FAILURE TO COMPLY WITH PERFORMANCE/OPERATING STANDARDS

- A. Violations. Licensee acknowledges City's objective to provide the public and air travelers with the level and quality of service as described herein. Accordingly, City has established a series of liquidated damages, as set forth in the table below, that it may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Agreement, the Licensee Handbook, the Tenant Work Permit Handbook, and/or DEN's Rules and Regulations as amended. Licensee and City agree that the damages set forth herein are reasonable estimates of the significant but difficult to predict harm, and Licensee further agrees to pay to City such liquidated damages in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation or written demand by City. City will, in its sole discretion, determine the classification of each violation as per day or per occurrence. Licensee further acknowledges that the liquidated damages are not exclusive remedies and City may pursue other additional remedies as allowed for in this Agreement and/or at law, in City's sole discretion. City's waiver of any payment provided for in this Section shall not be construed as a waiver of the violation or Licensee's obligation to remedy the violation.
- B. Multiple Violations. Except for violations of requirements regarding construction, health and safety, delivery and vendor access infractions, liquidated damages for which shall accrue and be assessed immediately and without notice upon violation, all other liquidated damages shall accrue immediately and be assessed as follows:
1. For the first and second violation of a requirement during any twelve (12) month rolling year, City will provide notice to Licensee to correct the violation within thirty (30) days or other the time specified in the notice. After the time specified by City for cure, liquidated damages shall be assessed until Licensee corrects the violation. In the event, the violation is not corrected within thirty (30) days of the time specified by City for cure, then such violation will be treated as a breach of this Agreement entitling City

the right to seek any other remedies available under this Agreement including, but not limited to, termination.

2. For the third and subsequent violations of the same requirement during any twelve (12) month rolling year commencing upon the first notice of violation, the liquidated damage shall be immediately assessed with no grace period.
3. Further, after two (2) violations of the same requirement within any twelve (12) month rolling year, City reserves the right, in its sole discretion, to deem the repeated violations a material breach of this Agreement and to seek any other remedies available to it under this Agreement including, but not limited to, termination of this Agreement.

C. Payment. Payment of liquidated damages will be due within fifteen (15) days from the date of invoice.

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Liquidated Damages	
Types of Infractions	Amounts
1. Operational Deficiencies	\$100 per day until corrected to City's satisfaction.
1. Late Requested Records	\$350 per day until provided to City's satisfaction.
1. Security Infractions 2. Health Code Violations 3. Similar Infractions	\$500 per occurrence.
1. Late Construction	\$1000 per day until Location actually open.

If any or all of the provisions of this Article VIII are found to be unenforceable, any affected violation shall then be immediately covered by Article XIII, and City shall have a right to all of the remedies provided in Article XIII.

ARTICLE IX. FEDERAL AID REQUIREMENTS

SECTION 9.01 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.

SECTION 9.02 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.

SECTION 9.03 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.

ARTICLE X. CONSTRUCTION

SECTION 10.01 CONSTRUCTION BY LICENSEE

Licensee shall have no obligation to make any improvements to the Premises. If Licensee makes any improvements to the Premises, it shall be at Licensee's sole cost and expense. Licensee shall not make any improvements or modifications, do any construction work on the Premises, or alter, modify, or make additions, improvements, replacements or repairs, except emergency repairs, to any structure now existing or built without prior written approval of City. Licensee shall not install any fixtures, other than Trade Fixtures, without the prior written approval of City. In the event any construction, improvement, alteration, modification, addition, repair, excluding emergency repairs, or replacement is made without City approval, or done in a manner other than as approved, City may, at its discretion, (i) terminate this Agreement in accordance with the provisions herein; or (ii) require Licensee to remove the same; or (iii) require Licensee to change the same to the satisfaction of City. In case of any failure on the part of Licensee to comply, City may, in addition to any other remedies available to it at law or in equity, effect the removal or change referenced above in this Section and Licensee shall pay the cost thereof to City plus fifteen percent (15%) of the costs for administration.

SECTION 10.02 CONSTRUCTION

Licensee agrees all construction work to be performed, including all workmanship and materials, shall be of First Class quality. All construction shall be performed as set forth in the Notice to Proceed, in accordance with the requirements of this Agreement, the Tenant Work Permit Handbook, and applicable laws, regulations, ordinances, codes and permits including, but not

limited to, worker's compensation requirements, City's prevailing wage ordinance, Denver Revised Municipal Code ("D.R.M.C."), §20-76, City's MBE/WBE participation requirements, D.R.M.C. Articles III and VII, and the Americans with Disabilities Act, 42 U.S.C. 12,000 et seq., and its regulations. City and its designees shall have the right from time to time to inspect each construction project.

SECTION 10.03 COMPLETION OF CONSTRUCTION

Licensee agrees that it shall deliver to City within one hundred (120) days of the Completion of construction the following:

1. As Built record documents of the construction, additions and other modifications constructed by Licensee on the Premises. Any DEN maintained assets or systems shall be fully connected and include system and equipment loads on and all facility information. Licensee shall provide connections and service loads at the point of connection to all DEN systems. During the Term, Licensee shall keep said documents current, with all changes or modifications made by Licensee in or to the Premises or additions thereto. Documents shall be forwarded to DEN upon request within fourteen (14) calendar days.
2. A certification that construction has been completed in accordance with the approved plans and specifications and in compliance with all laws and other governmental rules, regulations and orders, including but not limited to DSBO approval and the Denver City Auditor's approval.
3. Certified proof demonstrating that no liens exist on the Premises, including but not limited to, a waiver of lien from all construction Contractors and signed releases from all subcontractors that indicate receipt of payment in full for all work performed or Trade Fixtures delivered.

SECTION 10.04 TITLE TO IMPROVEMENTS

All Premises Improvements made to the Premises by Licensee, and any additions and alterations thereto made by Licensee, including approved changes and renovations affixed to the realty, shall become the property of City upon their completion and acceptance by City.

ARTICLE XI. DISCLAIMER OF LIENS

The interest of City in the Premises will not be subject to liens for any work, labor, materials or improvements made by or for Licensee to the Premises, whether or not the same is made or done in accordance with an agreement between City and Licensee. It is specifically understood and agreed by Licensee that in no event will City or the interest of City in the Premises be liable for or subject to any mechanic's, laborer's or materialmen's liens for materials furnished, improvements, labor or work made by or for Licensee to the Premises. Licensee is specifically prohibited from pledging, liening, or otherwise encumbering any assets located at DEN or any interest in this Agreement without prior, written approval by City. Licensee is specifically prohibited from subjecting City's interest in the Premises to any mechanic's, materialmen's, or laborers' liens for improvements made by or for Licensee or for any materials, improvements or work for which Licensee is responsible for payment. Licensee will indemnify, defend, and hold City harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Premises

or City, including attorney fees incurred by City. Licensee will provide notice of this disclaimer of liens to all Contractors or subcontractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanic's, laborer's, materialmen's or other lien, or notice of lien is filed against any portion of the Premises for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between City and Licensee, Licensee will cause any such lien to be discharged of record within thirty (30) days after notice of filing thereof by payment bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to City, security satisfactory to City to secure payment of such lien, if requested by City, while Licensee contests to conclusion the claim giving rise to such lien.

ARTICLE XII. 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.

ARTICLE XII. INSURANCE

SECTION 13.01 INSURANCE TERMS AND CONDITIONS

- 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 for Aviation, attached hereto as Exhibit F, and incorporated herein by reference. Insurance requirements set forth on Exhibit F 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 that 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 F 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. Business Interruption Insurance. Licensee shall procure and maintain Business Interruption insurance in such amounts as will reimburse Licensee for direct or indirect loss of earnings attributable to the perils commonly covered by the Licensee's property insurance described in Section 15.01 (A), which shall include losses arising from mechanical failures on or interruption of services to City premises.
- C. Commercial Crime Insurance. Licensee shall procure and maintain Commercial Crime insurance covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction; money orders and counterfeit currency; depositors forgery; computer fraud, on-premises and in-transit.
- D. Mutual Waiver of Subrogation. Licensee and City 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 Licensees 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.

- E. 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, Revenue Management Section, 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. Licensee may use insurance procured for the Companion Agreements to comply with the insurance requirements stated herein, so long as the Insurance Certificate explicitly reference this Agreement and complies with the terms stated herein. 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.
- F. 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.
- G. 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. The Parties agree to modify the Summary of Contract Provisions to reflect modifications in the Insurance Requirements. Any such modification will be confirmed by letter executed by the CEO, without need for formal amendment to this Agreement.

ARTICLE XIV. SURETY FOR PERFORMANCE

SECTION 14.01 FORM OF 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 or extension until released by City in accordance with Section 16.03 and will be in an amount equal to the sum of the Support Space Compensation plus MAPF payable to City hereunder for a period of six (6) months. 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 an event of Default hereunder.

SECTION 14.02 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 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.

SECTION 14.03 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 5.08 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.

SECTION 14.04 [Reserved]

ARTICLE XV. DAMAGING ACTIVITIES

No goods or materials will be kept, stored, or used in or on the Premises that are flammable, explosive, hazardous (as defined below), or that may be offensive or cause harm to the general public or cause damage to the Premises. Licensee is responsible for compliance and shall require its Contractors to comply with all federal, state, and local environmental rules, regulations, and requirements. This includes compliance with DEN's Rule and Regulation, Rule 180 incorporated hereto by reference. Licensee shall obtain all necessary federal, state, local, and DEN permits and comply with all permit requirements. Nothing will be done on the Premises other than as provided in this Agreement that will increase the rate of or suspend the insurance on the Premises

or on any structure of City. No machinery or apparatus will be used or operated on the Premises that will damage the Premises or adjacent areas; provided, however, that nothing in this Article will preclude Licensee from bringing or using on or about the Premises, with approval by City, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Licensee's business under this Agreement. Licensee agrees that nothing shall be done or kept on the Premises that might impair the value of City's property or that would constitute waste.

The term "Hazardous" will mean:

1. Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
2. Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
3. Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise harmful and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
4. Any substance that contains gasoline, diesel fuel, or other petroleum hydrocarbons or volatile organic compounds; or
5. Any substance that contains polychlorinated biphenyls, asbestos, or urea formaldehyde foam insulation; or
6. Any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

Licensee agrees that nothing shall be done or kept on the Premises and no improvements, changes, alterations, additions, maintenance, or repairs made that might impair the structural soundness of the building; result in an overload of utility, plumbing, or HVAC systems serving the Terminal and/or Concourses; or interfere with electric, electronic, or other equipment at DEN. In the event of violations hereof, Licensee agrees immediately to remedy the violation at Licensee's own cost and expense.

Licensee shall be responsible for any damage caused by Licensee to the Premises, DEN, any City property or operations, or the property of any other Licensee, person, or entity, either by act, omission, or because of the operations of Licensee. In the event of such damage, Licensee will give City immediate notice thereof, and Licensee will immediately make the necessary repairs at its own cost and expense. Licensee shall be required to comply with the obligations set forth in Article X with respect to all work required to be performed in accordance with this Section. City reserves the right, if in the best interest of City, to perform the necessary repairs immediately itself. Licensee covenants to reimburse City, for the costs and expenses associated with necessary repairs plus an administrative fee of fifteen percent (15%). If Licensee more than once in a twelve (12) month period causes the same type of damage, such as a water leakage,

electrical service interruption, or other damage, Licensee shall submit a Remediation Plan.

ARTICLE XVI. 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 of business at DEN as identified by the City and 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.

ARTICLE XVII. 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.

ARTICLE XVIII. 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.

ARTICLE XIX. 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.

ARTICLE XX. PROPERTY RIGHTS RESERVED

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between City and the United States, when the execution of such agreements has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes and the expenditure of federal funds for the extension, expansion, or development of DEN. The provisions of the attached Appendices 1 and 2 are incorporated herein by reference and in the event that the FAA or its successors requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of DEN, or otherwise. Licensee understands, accepts, and agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to satisfy the FAA requirements.

ARTICLE XXI. ASSIGNMENT AND SUBCONTRACT

Licensee may not assign, subcontract, and/or sublease its rights, interests, or obligations in whole or in part under this Agreement without the prior written consent of City in City's sole and absolute discretion. 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) without prior written consent of City shall, at the option of the CEO, automatically terminate this Agreement and all rights of Licensee hereunder.

ARTICLE XXII. 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. No director, officer, or employee of City shall be held personally liable under this Agreement because of its good faith execution or attempted execution.

ARTICLE XXIII. 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.

ARTICLE XXIV. 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.

ARTICLE XXV. 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.

ARTICLE XXVI. NOTICES AND COMMUNICATIONS

All notices or communication, whether to City or to Licensee pursuant hereto, will be deemed validly given, served, or delivered upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, return receipt requested, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO CITY (MAIL DELIVERY):	TO LICENSEE (MAIL DELIVERY):
Attn: Chief Executive Officer Denver International Airport 8500 Pena Boulevard Denver, Colorado 80249-6340	SAS Services Group, Inc. 630 N. Sepulveda Blvd. Suite 9A El Segundo, CA 90245 ATTN: Daniel Coerber
(HAND DELIVERY)	(HAND DELIVERY)
Attn: Chief Executive Officer Denver International Airport Airport Office Building, 9th Floor 8500 Pena Boulevard Denver, Colorado 80249-6340	SAS Services Group, Inc. 630 N. Sepulveda Blvd. Suite 9A El Segundo, CA 90245 ATTN: Daniel Coerber

or to such other address or parties within the State of Colorado as either party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

ARTICLE XXVII. BOND ORDINANCES

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 that 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.

ARTICLE XXVIII. 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.

ARTICLE XXIX. RELATIONSHIP OF THE PARTIES

Licensee is and will be deemed an independent Contractor and operator responsible to all parties for its respective acts or omissions, and City will in no way be responsible therefore. It is further expressly understood and agreed that City shall not be construed by a third party or held by Licensee to be a partner, associate, or joint venture partner of Licensee in the conduct of its business.

ARTICLE XXX. 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 Tenant Work Permit Handbook or other appropriate means.

ARTICLE XXXI. 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.

ARTICLE XXXII. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE XXXIII. 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 Business operations 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 Support Space Compensation, fee, or charges to City, all sales or other taxes that may be due with respect to such payments, and upon receipt, City shall remit such taxes to the applicable taxing authorities.

ARTICLE XXIV. 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.

ARTICLE XXXV. 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 Support 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.

ARTICLE XXXVI. 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.

ARTICLE XXXVII. 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.

ARTICLE XXXVIII. COMPLETE CONTRACT

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.

ARTICLE XXXIX. ORDER PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

A. Terms and Conditions as contained in this Agreement

ARTICLE XL. 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.

ARTICLE XLI. 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-201736130-00

Contractor Name: S.A.S Services Group, Inc.

By: 

Name: DANIEL COERBER
(please print)

Title: C.A.O.
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(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 _____



**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201736130 Wheel Chair Service

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

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

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire	\$1,000

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

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

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

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Property Coverage

Coverage:

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. City, its officers, officials and employees as additional insureds.
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

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- 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.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance 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 Licensee, 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.

Licensee, 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 Licensee 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. Licensee 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 Licensee 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

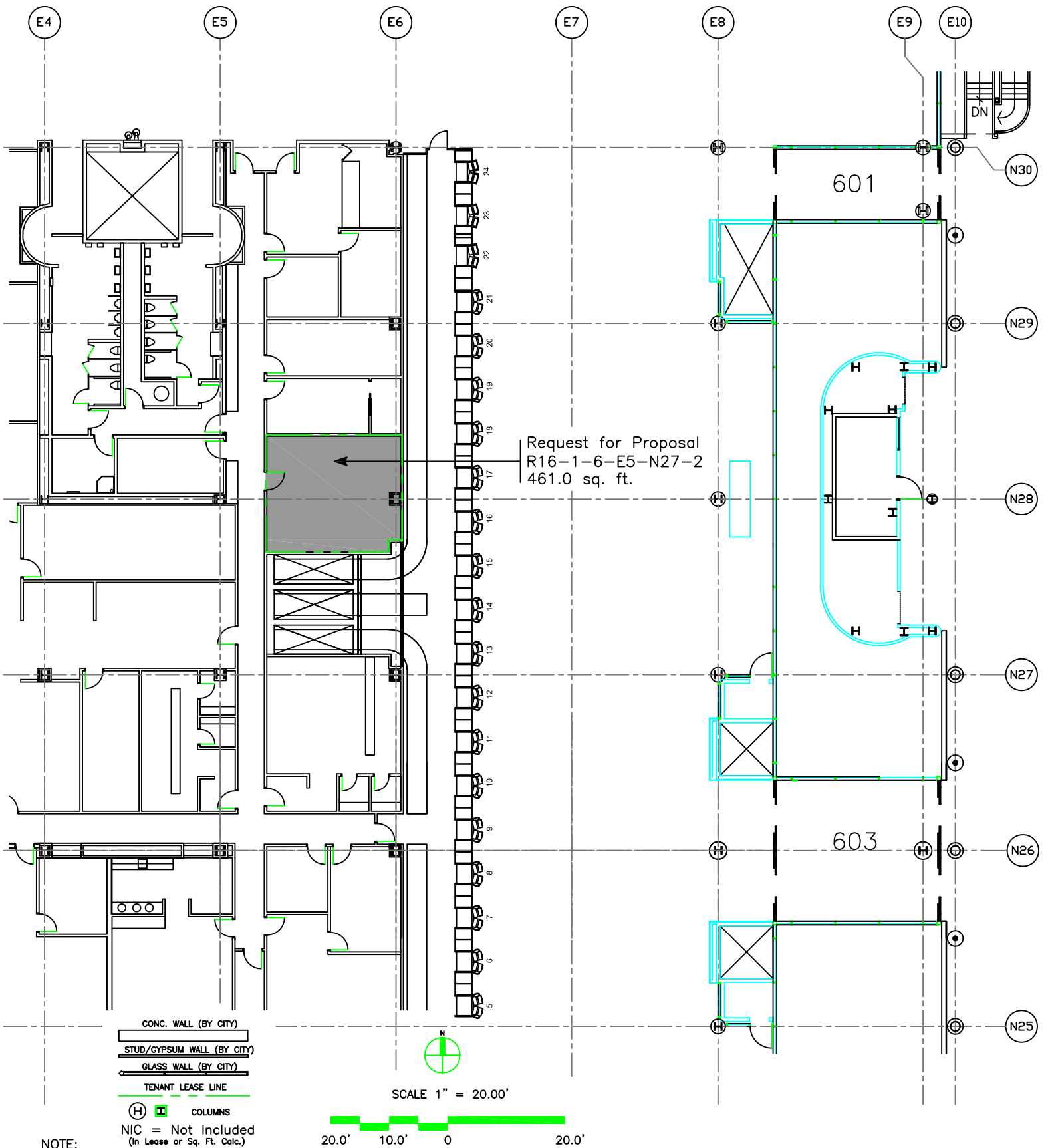
As used below, the term "Contractor" will mean and include Licensee and the term "sponsor" will mean City.

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;

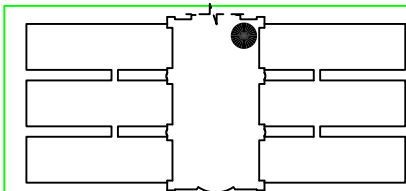
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to 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).



NOTE:

This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details.

DEN Property Management



KEY PLAN
TERMINAL AREA



REVISED

DENVER INTERNATIONAL AIRPORT

EXHIBIT D
Terminal Level 6
Request for Proposal

CC#: rfp

DATE: 06/29/17

R16-1-6-15-162