

OFFICE FACILITIES AND GROUND SPACE LEASE

between

CITY AND COUNTY OF DENVER

and

AERO SNOW REMOVAL (CO), LLC.

at

DENVER INTERNATIONAL AIRPORT

OFFICE FACILITIES AND GROUND SPACE LEASE

THIS OFFICE FACILITIES AND GROUND SPACE LEASE, (“Ground Space Lease”), is entered into as of the date indicated on the City signature page below, 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 (the “City”), and **AERO SNOW REMOVAL (CO), LLC.**, a Delaware limited liability company organized and authorized to do business in the State of Colorado (“Lessee”) (collectively, the “Parties”).

WITNESSETH

WHEREAS, the City owns, maintains and operates Denver International Airport (“DEN” or the “Airport”) and has the power to grant rights and privileges with respect thereto, as hereinafter provided; and

WHEREAS, the Lessee provides snow and ice removal services for United Airlines at DEN; and

WHEREAS, United Airlines (the “Airline”) and the City have entered into an Airport Use and Lease Agreement dated January 7, 1992, as amended (the “Airport Use and Lease Agreement”) pursuant to which the Airline has certain rights to use the facilities designated therein at the Airport subject to certain obligations; and

WHEREAS, the Lessee is sponsored by United Airlines for its services at DEN; and

WHEREAS, in order to provide ground space for the Lessee, the Parties desire to enter into this Lease for the certain area West of the United Airlines Hangar, for Lessee to park snow equipment, provide employee parking, and retain an office trailer; and

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

SECTION 1 – LEASE AND USE OF DEMISED PREMISES

1.01 DEMISED PREMISES

The City, for and in consideration of the covenants and agreements hereinafter contained, hereby leases to the Lessee and the Lessee hereby agrees to lease from the City, subject to the conditions hereinafter expressed, that certain parcel of real property situated in the City and County of Denver, State of Colorado as depicted on **Exhibits A and B**, which are incorporated herein and made a part hereof by this reference (hereinafter the “Demised Premises”). The Demised Premises constitute non-residential real property. Except to the extent required for the performance of any of the obligations of the Lessee hereunder, nothing contained in this Lease shall grant to the Lessee any rights whatsoever in the air space above the Demised Premises except as approved by the City.

1.02 USE OF DEMISED PREMISES

The Lessee shall be entitled to use the Demised Premises for the following purposes: to park snow equipment, provide employee parking, retain an office trailer, provide snow removal operations and related activities, and for such other purposes as may be authorized in writing from time to time by the Chief Executive Officer (“CEO”) but for no other purpose or purposes. Said use of the Demised Premises shall not be deemed an exclusive right of use upon the Airport under the grant assurances.

1.03 PAYMENT OF FIXED AND VARIABLE RATES, FEES AND CHARGES

A. Rentals for the Demised Premises shall commence on the Effective Date and shall be due and payable, in advance, without notice, on or before the first day of each month of the Term.

B. The Lessee agrees to pay rentals, rates, fees and charges established and fixed in accordance with cost-accounting concepts and ratemaking procedures established and adopted by the CEO and set forth in Part 120 of the Airport Rules and Regulations. Lessee shall pay ground rent pursuant to Part 120 Rates and Charges, currently set at \$0.80 per sq. ft. annually for 21,097.95 sq. ft. of leased space, amounting to \$16,878.36 annually, \$1,406.53 monthly. These rentals, rates, fees and charges are subject to change each year pursuant to the terms of this Agreement.

C. In addition to the fixed rentals, rates, fees and charges provided herein, Lessee shall pay for its proportionate share of the actual cost of common use facilities, equipment, services and maintenance utilized by Lessee during its operations hereunder. Said common use rates, fees and charges shall be paid monthly, in advance, and adjusted, if necessary, every six (6) months, based upon the latest documented actual costs. An apportionment of the categories of actual cost for the facility is set forth on **Exhibit D** (“Maintenance and Operation Responsibilities”). Such fees shall not include any costs capital in nature.

D. The City further reserves the right during the Term and any extensions hereof for its CEO, subject to the requirements of any outstanding bond ordinances pertaining to the Airport, to alter, modify and change the rental rates, fees and charges in accordance with a schedule of rental rates, fees and charges adopted or modified from time to time by the CEO; provided, however, that such adopted or modified schedules of rentals, rates, fees and charges must be reasonable in relation to the cost of providing, operating and maintaining the particular ground service equipment facilities and services furnished to the Lessee.

1.04 PROJECTION OF RENTALS, RATES, FEES AND CHARGES

Not later than forty-five (45) days prior to the end of each fiscal year during the term of this Lease, City shall publish the annual Part 120 update of the rentals, rates, fees and charges for the next ensuing fiscal year for each cost center of Airport. Such projection will include the Airport proposed expense budget and projection of aircraft operations, passenger enplanements, and debt service payments for the ensuing year.

1.05 FINAL AUDIT AND RECONCILIATION

A. Upon release by the City's independent auditors of the audited financial statements of the Airport, the City shall furnish Lessee with a copy of the annual audit report, prepared in accordance with Generally Accepted Accounting Principles and certified by an independent accountant, covering the operation of the Airport for such preceding fiscal year, (meaning, January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport).

B. As soon as practical following the release of the annual audit report, the City will prepare an analysis of additional charges or credit due (Year-End Settlement) along with the Lessee Revenue Credit calculation to Lessee for the preceding audited fiscal year. If the rentals, rates, fees and charges paid by Lessee were greater than the respective amounts chargeable to Lessee, Lessee shall receive credits promptly in the amount of such overpayment against future rentals, rates, fees and charges. If the rentals, rates, fees and charges paid by Lessee were less than the respective amounts chargeable to Lessee, Lessee shall pay promptly the amount of any such deficiency.

SECTION 2 – PROVISIONS RELATING TO DEMISED PREMISES

2.01 ACCEPTANCE AND INSPECTION OF THE DEMISED PREMISES

The Lessee has been given the opportunity to inspect the Demised Premises. As of the Effective Date, subject to any representations, warranties, covenants, and obligations of the City set forth in this Lease, the Lessee takes the Demised Premises as is, where is, and with all faults.

2.02 MAINTENANCE OF DEMISED PREMISES

A. The Lessee agrees to provide at its own expense all utilities, equipment, trash and janitorial services, and maintenance of the Demised Premises, including, but not limited to, snow removal, maintenance, repair, water; gas, electricity, light, heat, power and telephone service.

B. The Lessee shall be responsible for all maintenance and repair of the Demised Premises, as established by **Exhibit D**, except for repairs necessitated by the negligence or willful acts of the City, its employees, agents and contractors. Except for the requirements established by **Exhibit D**, the City shall be responsible for all capital repairs and replacements at its sole cost and expense.

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

2.03 ALTERATIONS TO DEMISED PREMISES

A. The Lessee may, with the prior written approval of the CEO, which shall not be

unreasonably withheld, at its own cost and expense, install in the Demised Premises any fixture or improvement or do or make alterations or do remodeling, germane to the use herein or hereafter granted. Any fixtures, improvements, equipment and other property installed, erected or placed by the Lessee in, on or about such Demised Premises shall be deemed to be personal and shall be and remain the property of the Lessee, except as otherwise provided herein, and the Lessee shall have the right at any time during the term hereof to remove any or all of its property, subject to the Lessee's obligation to repair damage, if any, resulting from such removal. All such fixtures, improvements equipment and other property shall be removed from said Demised Premises by the expiration or earlier termination of the Lease. The Demised Premises must be restored to the condition existing at the time of the letting, reasonable wear and tear excepted, unless the City, acting by and through its CEO, shall have advised the Lessee in writing at the time of such installation or not less than sixty (60) days in advance of such expiration or not less than thirty (30) days in advance of such earlier termination, of its willingness to accept title to such fixtures, improvements, equipment and other property in lieu of restoration of the Demised Premises. During such period and until such personal property is removed, Lessee shall pay to the City the full rental applicable to those Demised Premises, as determined by the CEO, which are directly associated with said personal property and which Demised Premises are not usable by others until said personal property is removed.

B. Said improvements, and all alterations thereof and additions thereto, shall in all respects be constructed in accordance with the ordinances and any applicable code or rule and regulation of the City and County of Denver, including the Airport Rules and Regulations and other requirements established by the City's "Tenant Development Guidelines" and the "Lessee Requirements for Design, Tenant Development Guidelines."

C. The Lessee agrees that it shall include in its contracts with its general contractors covenants that require the construction contractor and its subcontractors of any tier to pay all workers, mechanics and laborers according to rates and classifications established, now or in the future, under the federal Davis-Bacon Act and Section 20-76 of the Denver Revised Municipal Code ("D.R.M.C."), whichever is greater. The Lessee further agrees, if requested by the City, to fully comply with the procedural requirements of Section 20-76 of the Denver Revised Municipal Code by requiring its general contractors and their subcontractors of any and all tiers to submit to the City true and correct copies of the payroll records of all workers, laborers and mechanics employed. Copies of all contractor applications for payment requests shall be provided to the City Auditor's Office.

D. Alterations to the Demised Premises are subject to all applicable provisions of D.R.M.C. Chapter 28, and referred to in this Contract as the "M/WBE Ordinance". The Lessee will work with the City's Office of Economic Development, Division of Economic Mobility, or successor in function, to ensure compliance with the M/WBE Ordinance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity ("DSBO"), in the imposition of sanctions against the Lessee in accordance with Section 28-77, D.R.M.C.

2.04 SUBLETTING AND ASSIGNMENT

A. No interests or rights under this Lease may be transferred except as provided under this Section 2.04. Lessee may sublet, assign or otherwise transfer the Demised Premises, in whole or in part, to another company, subject to each of the following conditions:

(i) No sublease, assignment, ground handling agreement or other transfer shall relieve Lessee from primary liability for any of its obligations hereunder, without the City's consent, and Lessee shall continue to remain primarily liable for the payment of rentals, fees and charges applicable to such premises and facilities hereunder unless the City releases Lessee;

(ii) Lessee shall provide written notice to the City and a copy of the proposed sublease, assignment, ground handling agreement or other transfer not less than thirty (30) days prior to the effective date of such arrangement;

(iii) Any sublease, assignment, ground handling agreement or other transfer shall be subject to the prior written approval of the CEO, such approval not to be unreasonably withheld, conditioned, or delayed; and

(iv) No sublease, assignment or other transfer hereunder to any affiliate or subsidiary corporation of Lessee shall be permitted without compliance with all of the conditions set forth in subparagraphs (i), (ii) and (iii) above.

2.05 RIGHT TO ENTER AND MAKE REPAIRS

A. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Lessee's operations as is reasonably practicable) to enter upon the Demised Premises for the following purposes:

(i) To inspect the Demised Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of this Lease with respect to the Demised Premises.

(ii) To perform maintenance and make repairs and replacements in any case where the Lessee is obligated to do so and has failed after reasonable notice to do so, in which event the Lessee shall reimburse the City for the reasonable cost thereof promptly upon demand.

(iii) To perform maintenance and make repairs and replacements in any case where the City is obligated to do so, and in any other case where the City, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of the Demised Premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.

(iv) In the exercise of the City's lawful police power. No such entry by or on behalf of the City upon such Demised Premises leased to Lessee shall cause or constitute a termination of the letting thereof or be deemed to constitute a trespass or an interference with the possession of the Demised Premises by the Lessee.

2.06 ABANDONMENT OF DEMISED PREMISES

If the Lessee ceases to occupy and use a material portion of the Demised Premises for a period of six (6) consecutive months or longer, the City, acting by and through its CEO, may consider such portion of the Demised Premises abandoned, and upon not less than thirty (30) days prior written notice to the Lessee, may terminate the Lease for such portion of the Demised Premises.

2.07 DESTRUCTION OF PREMISES

If by reason of any cause, Lessee's Demised Premises, or any portion thereof, are damaged or destroyed by fire, flood, or natural disaster (a "Casualty") then:

A. The City, after consultation with Lessee, shall forthwith repair, reconstruct and restore the damaged or destroyed portions of the Demised Premises to substantially the same condition, character, utility and value as existed prior to such damage or destruction, unless the City determines that no such reconstruction is reasonable or necessary, or that reconstruction to some other condition, character, utility and value is appropriate or desired; and

B. If such Demised Premises are damaged to such an extent that the Demised Premises are untenable, the City, acting by and through the CEO, will make all reasonable efforts to provide substantially equivalent substitute premises, and such substitute premises will be made available to Lessee, subject to Lessee's approval, consistent with the rentals, rates, fees and charges for the use of the substitute premises at the Airport as established and modified from time to time by the City in accordance with this Lease.

C. For the portions of the Demised Premises that are untenable, Lessee shall receive a pro rata abatement of Rent applicable thereto from the date of such occurrence to the date upon which such portions of the Demised Premises are repaired and restored.

SECTION 3 – GENERAL PROVISIONS

3.01 “CEO” DEFINED

As used in this Ground Space Lease, the term “CEO” shall mean the Chief Executive Officer of the City’s Department of Aviation or the CEO’s successor in function having jurisdiction over the management, operation and control of the Airport.

3.02 CEO'S AUTHORIZED REPRESENTATIVE

Wherever reference is made herein to the "CEO's Authorized Representative", or words of similar import are used, such officer or employee of the City as shall be hereafter designated in writing by the CEO shall be such authorized representative of said CEO until notice otherwise is hereafter given to the Lessee.

3.03 AGREEMENTS WITH THE UNITED STATES

This Lease is subject and subordinate to the provisions of any agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Improvement Act of 1982, as amended. The Federal Appendices, which are attached hereto at **Appendix 1** are incorporated herein by this reference.

3.04 BOND ORDINANCE

A. This Ground Space Lease is in all respects subject and subordinate to any and all City bond ordinances applicable to the Airport and airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances.

B. The parties to this Ground Space Lease acknowledge and agree that all property subject to this Lease which was financed by the net proceeds of tax-exempt bonds is owned by the City, and Lessee 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 the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Lessee agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this Lease) not to claim depreciation or an investment credit with respect to any property subject to this Lease which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

3.05 LAWS, REGULATIONS AND AGREEMENTS TO BE OBSERVED

A. The Lessee shall not use or permit the use of the Demised Premises, or any other portion thereof, or any part of the Airport to which it is granted a right of use or occupancy by this Lease, for any purpose or use other than those authorized by this Lease, or hereafter authorized in writing by the CEO. No use shall be considered authorized by this Lease if such use would adversely affect the tax-exempt status of Airport Revenue Bonds.

B. The Lessee shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with such reasonable rules and regulations governing the use of the Demised Premises and any other portion of the Airport as may from time to time be adopted and promulgated by the City for the management,

operation and control of the Airport, including those pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided, however, such rules and regulations shall not be inconsistent with the rights herein granted to the Lessee; provided, further, that nothing herein shall be considered to restrict the police power of the City. Specifically, as the rules and regulations relate to environmental matters, the rules and regulations shall not call for standards, actions, or remediation in excess of what is required by environmental laws. Copies of the rules and regulations, as adopted by the City, shall be forwarded to the Lessee's local manager. The City shall not unjustly discriminate against Lessee in the enforcement of its rules and regulations.

C. The Lessee shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by federal, state, local or other governmental bodies and applicable to or affecting the Lessee and its operations and activities in and at the Airport, including using the Airfield Area in accordance with the Federal Aviation Administration's (FAA) flight tracks and other restrictions and limitations regarding noise emanating from departing aircraft from the Airport, as set forth in the Final Environmental Impact Statement for the New Denver Airport.

D. It is agreed and understood by the parties hereto that disputes arising under or related to this Lease shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. Section 5-17. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to Lessee's right to appeal the determination under Colorado Rule of Civil Procedure 106.

E. The City represents that, to the best of its knowledge, with no duty to investigate, the Premises are in full compliance with all applicable environmental laws, rules, requirements, orders, directives, ordinances and regulations of the United States of America or the State of Colorado and the City and County of Denver or any other lawful authority having jurisdiction over or affecting the Premises.

F. The City represents, and the Lessee acknowledges that the Premises and any common use areas comply with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, and that the Premises shall remain in compliance with such laws, regulations and building codes throughout the term of this Lease and any extensions thereto.

SECTION 4 – TERM

4.01 TERM

“Term” shall mean the period commencing on the Effective Date and ending on August 1, 2024 (the “Expiration Date”). The Agreement term may be extended at its current terms and conditions for two (2) additional one-year periods at the City’s discretion, but in no event shall the term be extended beyond August 1, 2026.

4.02 TERMINATION OF LEASE BY CITY

A. The City, acting by and through its CEO, may declare this Lease terminated in part or in its entirety, as the CEO deems appropriate, upon the happening of one or more of the following events and may exercise all rights of entry and reentry with or without process of law, without liability for trespass upon the Demised Premises:

- (i) If the Rent or other required money payment which the Lessee herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due; or
- (ii) If the Lessee uses or permits the use of the Demised Premises at any time for any purpose not authorized by this Lease or by the subsequent written consent of the CEO, or uses or permits the use of the Demised Premises in violation of any law, rule or regulation applicable to the Demised Premises; or
- (iii) If the Lessee violates any provision of this Lease; or
- (iv) If the Lessee's contract with United Airlines for snow removal services is terminated or discontinued, or
- (v) If, during the term of this Lease, the Lessee shall (a) apply for or consent to, in writing signed on behalf of the Lessee by any of its officers or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of the Lessee or of all or a substantial part of its assets, (b) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due, (c) make a general transfer for the benefit of creditors, (d) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law, or (e) file an answer admitting the material allegations of a petition filed against the Lessee in any bankruptcy, reorganization or insolvency proceeding, or if during the term of this Lease an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the Lessee as bankrupt or insolvent, or approving a petition seeking a reorganization of the Lessee or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days, then, and in any of such events, the City may give to the Lessee a notice of intention to end the term of this Lease in its entirety after the expiration of thirty (30) days from the date of service of such notice, and on the date set forth in said notice the term of this Lease and all right, title and interest of the Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and the Lessee will then voluntarily and peaceably quit and surrender the Demised Premises covered hereby to the City, but the Lessee shall remain liable as herein provided.

4.03 TERMINATION OF LEASE BY LESSEE

A. The Lessee, at its option, may declare this Lease terminated in part or in its entirety upon the happening of any one or more of the following events:

(i) If by reason of any action or non-action of any federal or other governmental agency having jurisdiction to grant a certificate of convenience and necessity, or similar document, authorizing the Lessee to operate aircraft in or out of the Airport (including action in the nature of alteration, amendment, modification, suspension, cancellation or revocation of any such certificate, permit or document), the Lessee shall cease to have authority to operate aircraft in or out of the Airport pursuant to such a certificate or document, provided that (1) such governmental action or non-action was not requested by the Lessee, and the Lessee made all reasonable efforts to prevent such governmental action or non-action, or in the alternate, (2) the City had a reasonable opportunity to appear before such federal or other governmental agency and be heard in opposition to such governmental action or non-action prior to the occurrence, if it desired to do so or, in the alternate, (3) the Lessee gave the City reasonable advance notice that such governmental action or non-action was being requested or might occur, and the Lessee made a reasonable effort to the end that the City might have an opportunity to appear and be heard as aforesaid; or

(ii) If by legislative action of the United States the Lessee is deprived of such certificate or similar document; or

(iii) If a court of competent jurisdiction issues an injunction or restraining order against the City or any successor body to the City preventing or restraining the Airport for airport purposes in its entirety, or the use of any part thereof which may be used by the Lessee and which is substantially necessary to the Lessee for its operations, and if such injunction remains in force for a period of ninety (90) days or more and is not stayed by appeal or a writ of error; or

(iv) If the City's operation of the Airport is substantially restricted by action of any federal or other governmental agency having jurisdiction with respect thereto, or the occurrence of any fire or other casualty, substantially and adversely affects, for a period of at least ninety (90) days, Lessee's use of the Airport in the conduct of its air transportation business; provided, however, that none of the foregoing is due primarily to any fault of Lessee; or

(v) If the Demised Premises are damaged or destroyed by fire or other casualty as set forth in Part II herein, and the City and Lessee mutually agree that such destruction of the premises is beyond repair and that substantially equivalent substitute premises and facilities are not available; or

(vi) If Lessee elects to terminate this Lease in accordance with Section 4.01 hereof; or

(vii) If the Lessee's contract with United Airlines for snow removal services is

terminated or discontinued; or

(viii) In addition to any other right or remedy at law or equity if the City breaches the Lease.

4.04 EFFECTIVE DATE OF TERMINATION

Notwithstanding anything to the contrary in this Lease, no termination declared by either party shall be effective until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect and the cause for which it is being terminated (and if such termination is by reason of a default under this Lease, specifying such default with reasonable certainty). No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or in the event such cause is, by its nature, unable to be cured within such thirty (30) day period, such termination shall not be effective if the party in default commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable; provided that the thirty (30) day period shall not apply to termination declared for failure of the Lessee to make money payments hereunder, for which termination may be declared by the City upon fifteen (15) days' written notice, unless Lessee makes the required payments in full within such fifteen (15) day period; and provided further that the Lessee will be allowed only two (2) curable notices of default with respect to money payments in any one year. Upon termination of this Lease, the parties hereto shall be relieved from all obligations hereunder except as set forth in Sections 4.05, 4.06, 5.02, 7.07, and 7.13. The right of either party hereto to terminate this Lease shall not in any manner affect or limit such party's right to exercise any other right or remedy it may have rather than its right of termination.

4.05 SURRENDER AND HOLDING OVER

A. The Lessee covenants that at the expiration or early termination of this Lease, it will quit and surrender the Demised Premises in good state and condition, reasonable wear and tear, acts of God or Casualty excepted, and except as otherwise provided in Part II, the Lessee shall forthwith remove therefrom all equipment, trade fixtures and personal property belonging to it. The City shall have the right on such termination to enter upon and take possession of the Demised Premises with or without process of law, without liability for trespass.

B. Should the Lessee hold over the use of or continue to occupy any portion of such Demised Premises after the expiration of the Lease, such holding over shall be deemed merely a tenancy from month to month. Rent for each month of such holding over shall be paid as provided herein and in a sum equal to the monthly Rent required for the month prior to the end of the term hereof or as reestablished as provided for herein. All conditions as herein or hereafter provided shall remain the same, except for term.

4.06 TERMINATION OF HOLDOVER

If the Lessee holds over pursuant to Section 4.05 hereof, either party may, with or without cause, cancel or terminate the holdover tenancy by giving not less than thirty (30) days prior

written notice to the other party. Said notice shall set out the date of such cancellation and termination.

SECTION 5 – PERFORMANCE BOND, INDEMNIFICATION AND INSURANCE

5.01 PERFORMANCE BOND

A. Except as otherwise provided by Airport Rules and Regulations, as they may be adopted or amended from time to time, upon execution of this Lease, the Lessee shall deliver to the CEO, and shall maintain in effect at all times during the term of this Lease, and for a period of six (6) months after the expiration or earlier termination of the Lease, a valid corporate Performance Bond, or an irrevocable Letter of Credit, in an amount equal to three (3) months Rent, payable without condition to the City, with surety acceptable to and approved by the CEO, which bond or irrevocable letter of credit shall guarantee to the City full and faithful performance of all of the terms and provisions of this Lease to be performed by the Lessee, and as said Lease may be amended, supplemented or extended.

B. Alternatively, the Lessee may modify the Airport Use Agreement letter of credit or performance bond to include this Lease, deliver the same to the CEO upon the commencement of this Lease and maintain the modified Airport Use Agreement letter of credit or performance bond at all times during this Lease, and for a period of six (6) months after expiration or earlier termination of the Lease.

C. Notwithstanding the foregoing, if at any time during the term hereof, the CEO reasonably deems the amount of the surety insufficient to properly protect the City from loss hereunder, the Lessee agrees that it will, after receipt of thirty (30) days written notice, increase the surety to the amount required by the CEO; provided however, the percentage increase in the amount of surety shall not exceed the annual percentage increase that has occurred with respect to the Lessee's Rent under this Lease.

5.02 INDEMNIFICATION

A. The Lessee agrees to indemnify and save harmless the City, its officers, agents and employees, from and against (A) any and all loss of or damage to property, or injuries to, or death of, any person or persons, including property and officers, employees and agents of the City; and (B) all claims, damages, suits, costs, expense, penalties, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, which, with respect to clauses (A) and (B) hereof, in any way result from, or arise out of, Lessee's operations in connection herewith, or its use or occupancy of any portion of the Airport and the acts, omissions, or wrongful conduct of officers, employees, agents, contractors or subcontractors of the Lessee, including without limitation, the provision or failure to provide security as herein required and the use, disposal, generation, transportation or release of pollutants, including but not limited to oil, glycol, toxic or hazardous materials at the Airport by the Lessee, its contractors, employees, agents, customers, or anyone claiming or acting by or through the Lessee.

B. Lessee further agrees that if a prohibited incursion into the Air Operations Area

occurs, or the safety or security of the Air Operations Area, the airfield, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Lessee's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the City by the U.S. Government, Lessee agrees to reimburse the City for all expenses, including attorney fees, incurred by the City in defending against the civil penalty action and for any civil penalty or settlement amount paid by the City as a result of such incursion or breach of airfield or sterile area security. The City shall notify Lessee of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this Paragraph include but are not limited to those paid or incurred as a result of violation of Transportation Security Administration (TSA) regulations, including 49 CFR, Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

C. Without limitation, the terms of this indemnity include an agreement by Lessee to indemnify, defend and hold harmless the City from and against any and all expense, loss, claim, damage, or liability suffered by City by reason of Lessee's breach of any environmental requirement existing under federal, state or local law, regulation, order or other legal requirement in connection with any of Lessee's acts, omissions, operations or uses of property relating to this Lease, or such a breach by the act or omission of any of Lessee's officers, employees, agents, or invitees, whether direct or indirect, or foreseen or unforeseen, including (but not limited to) all cleanup and remedial costs actually and reasonably incurred to satisfy any applicable remediation obligation required by federal, state or local law; and reasonable legal fees and costs incurred by City in connection with enforcement of this provision, but excluding damages solely relating to diminution in value of City real property.

D. Provided however, the City agrees that (I) the Lessee need not save harmless or indemnify the City against damage to or loss of property, or injury to or death of persons, caused by the negligence or willful acts of the City, its officers, employees, contractors and agents, and (II) the City will give prompt written notice to the Lessee of any claim or suit and the Lessee shall have the right to assume the defense and compromise or settle the same to the extent of its own interest. Provided, however, the indemnity provided for herein shall apply only to the extent the City is not reimbursed out of insurance proceeds.

5.03 INSURANCE

A. At all times during the term of this Agreement the Lessee is required and agrees, at its own cost and expense, to comply with the insurance requirements as set forth in **Exhibit C**.

B. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Lease, the 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 the City and County of Denver, its officers, officials and

employees. The CEO may increase the limit of insurance required when, in the CEO's discretion, she deems the amount stated herein is insufficient.

5.04 LIENS

A. Except to the extent inconsistent with other provisions of this Lease, the Lessee covenants and agrees to pay promptly all lawful taxes, excises, license fees and permit fees applicable to its operations at the Airport and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon said Airport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent. The Lessee further covenants and agrees at all times to maintain adequate Worker's Compensation Insurance in accordance with any present or future Colorado law with an authorized insurance company, or through the Colorado State Compensation Insurance Fund, or through an authorized self-insurance plan approved by the State of Colorado insuring the payment of compensation to all its employees. The Lessee also covenants and agrees not to permit any mechanic's or materialman's or any other lien to be foreclosed upon the Airport and improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished at the request of the Lessee by any mechanic or materialman. The Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operation of said business on the Airport, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against said premises or improvements thereon which will in any way impair the rights of the City under this Lease. The Lessee shall have the right on giving the City prior written notice to contest any such mechanic's, materialman's or any other lien, and the Lessee shall not, pending the termination of such contest, be obligated to pay, remove or otherwise discharge such lien or claim. The Lessee agrees to indemnify and save harmless the City from any loss as a result of the Lessee's action as aforesaid.

B. If the Lessee shall in good faith proceed to contest any such tax, assessment or other public charge, or the validity thereof, by proper legal proceedings which shall operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such taxes, assessments or other public charges, the Lessee shall not be required to pay, discharge or remove any such tax, assessment or other public charge so long as such proceeding is pending and not disposed of; provided, however, that the Lessee, not less than five (5) days before any such tax, assessment or charge shall become delinquent, shall give notice to the City of the Lessee's intention to contest its validity. If such notice is so given by the Lessee to the City and such contest is conducted in good faith by the Lessee, the City shall not, pending the termination of such legal proceedings, pay, remove or discharge such tax, assessment or other charge.

5.05 LOSS OR DAMAGE TO PROPERTY

The City shall not be liable for any loss of property by theft or burglary from the Demised Premises or for any damage to person or property on said Demised Premises resulting from (i) airport operations including but not limited to operating the elevators or electric lighting, (ii) wind, water, rain or snow, which may come into or issue or flow from any part of the Demised Premises,

or (iii) from the pipes, plumbing, wiring, gas or sprinklers thereof or (iv) any other cause whatsoever, and the Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time.

5.06 FORCE MAJEURE

Neither the City nor the Lessee shall be deemed to be in breach of this Lease by reason of failure to perform any of its obligations under this Lease if, while, and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion and any circumstances for which it is not responsible and which are not within its reasonable control. This provision shall not apply to failures by the Lessee to pay Rent, or to make any other money payment required by this Lease, except in those cases where provision is made in this Lease for the abatement of such Rent or payments under such circumstances.

SECTION 6 – QUIET ENJOYMENT; INCONVENIENCES DURING CONSTRUCTION

6.01 COVENANT OF QUIET ENJOYMENT

Upon the payment by Lessee of all Rent and other required payments assessed to Lessee and the performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peacefully have and enjoy the premises, appurtenances, facilities, licenses and privileges granted herein; provided, however, it is recognized that certain temporary inconveniences may occur during construction at the Airport.

6.02 INCONVENIENCES DURING CONTRUCTION

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

SECTION 7 – MISCELLANEOUS PROVISIONS

7.01 LEASE BINDING

This Lease shall be binding on and extend to any successors of the respective parties hereto.

7.02 PARAGRAPH HEADINGS AND INDEX

The paragraph or Section headings and index or table of contents contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Lease.

7.03 SIGNS

The Lessee agrees that no signs or advertising displays shall be painted on or erected in any manner upon its Demised Premises without the prior written approval of the CEO or the CEO's authorized representative; and that signs identifying the Lessee will conform to reasonable standards established by the CEO, or the CEO's authorized representative, with respect to type, size, design, location and content.

7.04 VENDING MACHINES

No telecommunication devices, personal computers, amusement or vending machines or other machines operated by coins or tokens, cards, paper currency, or any imaging or voice process, and no cash machines or pay telephones shall be installed or maintained in or upon the Lessee's Demised Premises except with the permission of the Lessee and the CEO and the number, type, kind and locations thereof shall be in the discretion of the CEO and the Lessee. This prohibition includes, but not by way of limitation, sales from vending machines of such items as cigarettes, candy, maps, coffee, soft drinks, newspapers, stamps and insurance policies; telephones; dispensation of cash, money orders and checks; and operation of mechanical or electronic game devices, electronic video games, entertainment devices, phone cards and internet access. The Lessee shall not permit the installation of any such machines, except by a concessionaire authorized by the CEO and subject to and in accordance with the concessionaire's agreement with the City. If and when the Lessee permits the installation of vending machines in its Demised Premises, the Lessee shall make no charge to the concessionaire for the privilege of installing or maintaining such machines, except that if the Lessee provides the electric current or water to the concessionaire a reasonable charge may be made to cover the cost of the electricity and water consumed, and all fees paid by the concessionaire for the privilege shall be the property of the City.

7.05 PURCHASES BY LESSEE

Property, services and materials (except as otherwise provided in this Lease) may be purchased or otherwise obtained by the Lessee from any person or corporation of its choice and no unjust, or unreasonable discriminatory limitations, restrictions, charges or conditions shall be imposed by the City, directly or indirectly, against the Lessee or its suppliers for the privilege of purchasing, selling, using, storing, withdrawing, handling, consuming, loading, unloading or delivering any personal property of the Lessee, by the Lessee or its suppliers, or for the privilege of transporting such personal property to, from or on the Airport.

7.06 NON-DISCRIMINATION

A. The Lessee, for itself, its successors and assigns, as a part of the consideration

hereof, does hereby agree as follows:

- (i) As more fully set forth in Appendix 1 attached hereto and incorporated herein by reference, if facilities are constructed, maintained or otherwise operated on the Demised Premises for purposes in which federal financial assistance is extended under a Department of Transportation program or activity, or for another purpose involving the provision of a similar service or benefit, the Lessee shall maintain and operate such facilities and services in compliance with all requirements of 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- (ii) The Lessee will in all of its operations and activities in and at the Airport comply with all requirements of the Air Carrier Access Act, 49 U.S.C. § 41705, and regulations implementing such Act at 14 C.F.R. Part 382, and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. and all regulations implementing such Act.

7.07 NO PERSONAL LIABILITY

No director, officer or employee of either party shall be held personally liable under this Lease or because of its execution or attempted execution.

7.08 NOTICES

All notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to:

CEO, Department of Aviation
Denver International Airport
AOB - 9th Floor
8500 Peña Boulevard
Denver, Colorado 80249-6340

and

Airport Affairs
AOB - 8th Floor
Denver International Airport
8500 Pena Blvd.,
Denver, CO 80249-6340

all notices required to be given to the Lessee hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to:

Dan Fitzgerald
Jack Sheehan
Aero Snow Removal (CO), LLC
165 Cantiague Rock Road
Westbury, New York 11590

Provided, that the parties or either Party, may designate in writing from time to time the addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Lessee or said CEO.

7.09 PLACE AND MANNER OF PAYMENTS

A. In all cases where the Lessee is required by this Lease to pay any rentals, fees or other charges or to make other payments to the City, such payments shall be due and payable without notice and shall be made at the office of the Airport Revenue Fund, Denver International Airport, P. O. Box 492065, Denver, Colorado 80249-2065 or at such other place in the City and County of Denver as the City may hereafter designate by notice in writing to the Lessee, and shall be made in legal tender of the United States. Any check shall be received by the City subject to collection, and the Lessee agrees to pay any bank charges for the collection of any such check.

B. Any payment not made to the City or Lessee when due shall accrue interest at the rate of 18% per annum commencing five (5) business days after such due date.

7.10 SEVERABILITY

In the event any covenant, condition or provision contained in this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained if the invalidity of any such covenant, condition or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Lease.

7.11 SECURITY

A. It is understood and agreed by the Lessee that in addition to the Lessee's responsibilities to maintain the Demised Premises as provided herein, it shall take reasonable security precautions to maintain the Demised Premises in a manner as to keep them secure from unauthorized intrusion and shall with respect to any area of the premises opening to an air operations area of the Airport provide for an adequate security system designed to prevent unauthorized persons or vehicles from entering such air operations area. An "air operations area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at a standard no less than required and

set out in Transportation Security Administration (TSA) regulations, including 49 C.F.R., Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

B. It is further understood and agreed by the Lessee that at any time during the term hereof when requested in writing by the CEO, or her authorized representative, the Lessee shall submit to the CEO the security plans that are to be used and are being used by the Lessee on any or all of the Demised Premises.

7.12 WAIVERS

A. No waiver of default by either party of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee or the City shall be construed, or operate, as a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained to be performed, kept and observed by the Lessee or the City.

B. The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant or condition of this Lease other than the failure of the Lessee to pay the particular rental so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.

7.13 LESSEE BOOKS AND RECORDS

The Lessee agrees that the Auditor of the City or any of the Auditor's duly authorized representatives, until the expiration of three (3) years after the termination of this Lease, shall have the right, at any reasonable time and at its own expense, to have access to and the right to examine any books, documents, papers and records of the Lessee pertinent to this Lease.

7.14 CITY SMOKING POLICY

The Lessee and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99, or any successor executive order prohibiting smoking in all indoor buildings and facilities. Lessee agrees that it will take reasonable actions to prohibit smoking by its employees and the public in the Demised Premises except in specially designated areas.

7.15 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Lessee and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto, or any successor executive order concerning the use, possession or sale of alcohol or drugs.

7.16 THIRD PARTIES

This Lease does not, and shall not be deemed or construed to, confer upon or grant to any

third party or parties (excepting parties to whom the Lessee may assign this Lease in accordance with Part II hereof, and excepting any successor to the City) any right to claim damages or to bring any suit, action or other proceeding against either the City or the Lessee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained.

7.17 MASTER PLAN

Lessee agrees that no liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master layout plan for the Airport and waives any right to claim damages or other consideration arising therefrom.

7.18 CITY NON-DISCRIMINATION

In connection with the performance of work under this Lease, the Lessee agrees not to fail or refuse to hire, nor to discharge, promote or demote, nor to otherwise discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Lessee further agrees to insert the foregoing provision in all subcontracts hereunder.

7.19 ENTIRE LEASE

The provisions contained in this Lease constitute the entire agreement and understanding between the parties with respect to the subject matter thereof, and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. This Lease cannot be changed or terminated orally. No alterations, amendments, changes or modification, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by both parties hereto with the same formality as this Lease.

7.20 CONDITION; FINAL APPROVAL

This Lease, which is expressly subject to, and shall not be or become effective or binding on the City until approved by Denver City Council and fully executed by all signatories of the City and a fully executed copy has been delivered to Lessee, may be signed in two or more counterparts, each of which shall be deemed to be an original signature page of this Lease.

7.21 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

Lessee consents to the use of electronic signatures by the City. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Lease solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

7.22 PAYMENT OF MINIMUM WAGE

Lessee shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Lease, Lessee expressly acknowledges that Lessee is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Lessee, or any other individual or entity acting subject to this Lease, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

7.23 PAYMENT OF PREVAILING WAGE

Lessee shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C., including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Lessee shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. The Lessee is prohibited from hiring any subcontractor that is currently debarred by City in accordance with D.R.M.C § 20-77.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

Contract Control Number: PLANE-202370432-00
Contractor Name: AERO SNOW REMOVAL (CO) LLC

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:

Attorney for the City and County of Denver

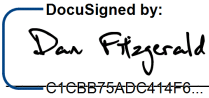
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202370432-00
AERO SNOW REMOVAL (CO) LLC

By:  _____
C1CBB75ADC414F0...

Name: Dan Fitzgerald
(please print)

Title: E.V.P. Real-estate for Outworx Group and Aero Operating
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX 1

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Tenant, 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.

GENERAL CIVIL RIGHTS PROVISIONS

The Tenant agrees 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 excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant.

This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

As used below, the term "sponsor" will mean City.

Tenant, 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 Tenant 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.

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

As used below, the term "sponsor" will mean City.

- A. Tenant 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 Tenant 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.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Tenant 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 100-209), (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;

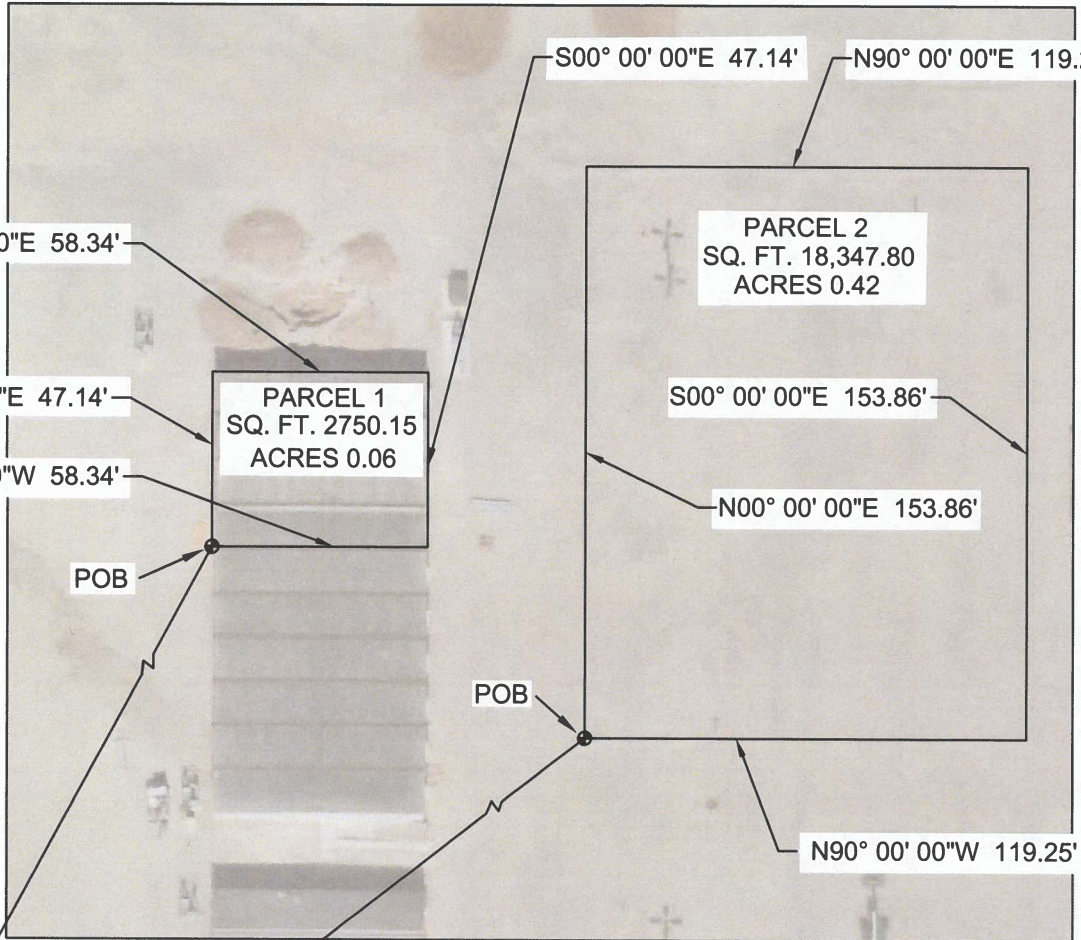
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to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

EXHIBIT "A"

TOTAL SQ. FT. / ACRES
 PARCEL 1= 2750.15 / 0.06
 PARCEL 2= 18347.80 / 0.42
 TOTAL= 21097.95 / 0.48

NORTHWEST Corner Section 16
 Township 2 South, Range 65 West
 6th Principal Meridian
 Found 2.5" Aluminum Cap
 "LS# 14592"

BASIS OF BEARING
 S00° 17' 36"W 5310.25'



Point of Commencement
 SOUTHWEST Corner Section 16,
 Township 2 South, Range 65 West
 6th Principal Meridian
 Found 2.5" Aluminum Cap
 "LS# 14592"

SCALE: 1"=50'

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

Jeffrey C. Scannello
 Jeffrey C. Scannello
 COLO. PLS# 36565

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



CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT

REVISED		
NO.	DATE	NAME

AERO SNOW REMOVAL
 Situated in Section 16 Township 2 South, Range 65 West of the
 6th Principal Meridian, City and County of Denver, State of
 Colorado.

REQUESTED BY: DEN REAL ESTATE	DATE 08/10/23	SCALE 1"=50'	DRAWN BY: JCS FIELD BY: JCS/CB CHECKED BY: CB	SHEET NO. 1 OF 2 SHEETS	DRAWING NO.
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EXHIBIT B
PARCEL DESCRIPTIONS
Lease Area Aero Snow Removal North Campus

A parcel of land located in the West ½ of Section 16, Township 2 South, Range 65 West of the 6TH P.M., City and County of Denver, State of Colorado.

Basis of Bearings: Assuming the West Line of Section 16, Township 2 South, Range 65 West of the 6TH Principal Meridian, as monumented by a 2.5" aluminum cap marked "LS 14592" at the Southwest Corner of section 16 and a 2.5" aluminum cap marked "LS 14592" at the Northwest Corner of Section 16 bearing S 00° 17' 36" W, 5310.25 feet with all bearings contained herein relative thereto.

A parcel of land located in the West 1/2 of said Section 16, being particularly described as follows:

Parcel 1

Commencing at the Southwest Corner of Section 16,
THENCE North 28°34'54" East. 214.88 feet to the Point of Beginning;

THENCE North 0°00'00" East, 47.14 feet;

THENCE North 90°00'00" East, 58.34 feet;

THENCE South 0°00'00" East, 47.14 feet;

THENCE North 90°00'00" West, 58.34 feet to Point of Beginning.

Containing 2,750.15 square feet or 0.06 Acres, more or less.

Parcel 2

Commencing at the Southwest Corner of Section 16,
THENCE North 52°18'01" East. 247.82 feet to the Point of Beginning;

THENCE North 00°00'00" East, 153.86 feet;

THENCE North 90°00'00" East, 119.25 feet;

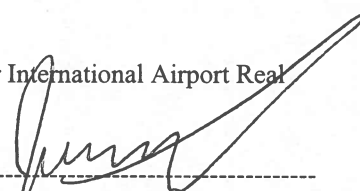
THENCE South 00°00'00" East, 153.86 feet;

THENCE North 0°00'00" West, 119.25 feet to Point of Beginning.

Containing 18347.80 square feet or .042 Acres, , more or less

Total Square Feet / Acres: 21097.95 square feet or .48 Acres

This legal description was prepared by Jeffrey C. Scanniello, LS# 36565, for Denver International Airport Real Estate Department



Jeffrey C Scanniello, PLS# 36565
Den Airport Surveyor
August 10, 2023

EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
SITE ACCESS AGREEMENT**

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: [insert specific DEN email address for the given contract]

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual [enter: “per location”, “per project” or “policy”] aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Pollution Legal Liability**

Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for claims arising out of a pollution condition or site environmental condition.

 - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
 - b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
5. **Property Insurance**

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
6. **Excess/Umbrella Liability**

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.

6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

EXHIBIT D**DENVER INTERNATIONAL AIRPORT
SUMMARY OF OPERATION AND MAINTENANCE RESPONSIBILITIES**

	Demised Premises	Common Areas	Public Areas	Airfield
Landscaping	T	-	C	C
Roadways	-	-	C	C
Fire Protection System/Equipment**	T	-	-	-
Law Enforcement, Fire Protection, Emergency Medical Services	C	C	C	C
Plumbing	T	C	-	-
Electrical and Lighting	T	C	C (3)	C
HVAC	T	-	-	-
Glass Breakage	T	-	-	-
Communications Systems	T	C	C	C
Custodial Service/Window Cleaning Trash Removal	T	C (1)	C	C
Signage	T	C	C	C
Snow Removal	T	C (2)	C (3)	C

Key: T = Tenant
C = City

- 1 Tenant is responsible for keeping trash picked up around its area.
- 2 Tenant is responsible for snow and ice removal around its area.
- 3 Public Areas are the public roadways

**Tenant is responsible for providing and maintaining fire extinguishers.

If Tenant fails to perform its maintenance and repair obligations as stated in this Agreement, the City may perform the work after thirty day written notice and recover its entire cost from Tenant as additional rent on the next rent date.