

STANDARD LICENSING AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER

AND

UNITED SERVICE ORGANIZATIONS, INC. ("USO")

DENVER INTERNATIONAL DEN

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STANDARD LICENSING AGREEMENT

THIS STANDARD LICENSING AGREEMENT, ("Agreement"), is made and entered into as of the date stated on City's signature page, by and between City **AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation ("City"), Party of the First Part, and **UNITED SERVICE ORGANIZATIONS, INC.** ("USO" or "Licensee"), a non-profit corporation, Party of the Second Part (jointly "Parties").

WITNESSETH

WHEREAS, the Denver International DEN ("DEN") is a proprietary terminal facility located in Denver, Colorado owned and operated by City; and

WHEREAS, the State of Colorado has one of the largest active military and retired military communities in the United States; and

WHEREAS, USO is a not-for-profit organization that provides services to US Armed Forces members free of charge; and

WHEREAS, City believes providing a lounge and services to US Armed Forces and their families traveling through DEN is an important public function of an American DEN.

WHEREAS, City believes a lounge at DEN that services US Armed Forces and their families contributes to the good will of City in the local community; and

WHEREAS, City has property at DEN that has no current commercial demand, and is not necessary for aeronautical purposes; and

WHEREAS, Parties entered into an agreement for operation and maintenance of a passenger lounge servicing traveling Military Service Members and their families ("USO Lounge") on November 29, 2005 ("Original Agreement"); and

WHEREAS, the Original Agreement will terminate on March 1, 2015; and

WHEREAS, City has a continued interest in the operation and maintenance of the USO Lounge; and

WHEREAS, USO has represented it is ready and willing to continue operation and maintenance of the USO Lounge; and

WHEREAS, by entering into this Agreement for continued operation and maintenance of the USO Lounge, Licensee will be absolved of certain requirements which existed under the Original Agreement, and City will acquire the flexibility required to effectively manage DEN;

NOW, THEREFORE, it is understood and agreed between the Parties as follows:

SECTION 1 - GENERAL

1.01 CONSIDERATION

City enters into this Agreement for and in consideration of the payment of a license fee, the construction of all improvements by Licensee as herein provided, and the performance and observance by Licensee of the covenants and agreements stated herein.

1.02 INCORPORATION OF ATTACHED EXHIBITS AND ADDENDA

Exhibits A, C, Appendices A, C, D, E, 1, 2 and 3 are incorporated herein by this reference.

SECTION 2 – DEFINITIONS

2.01 DEN

"DEN" shall mean Denver International Airport.

2.02 AUDITOR

"Auditor" shall mean City's Auditor and/or any representative authorized by City's Auditor.

2.04 COMMENCEMENT DATE

"Commencement Date" shall mean June 1, 2015.

2.05 CONCOURSES

"Concourses" shall mean Concourses A, B and C located at DEN, but specifically excludes the Terminal as herein defined.

2.06 DEN DESIGN STANDARDS

"DEN Design Standards" shall mean the design standards and criteria for Denver International DEN, and as hereafter amended. Any amendment of DEN Design Standards shall be binding on Licensee without amendment to this Agreement, provided that the amendment of DEN Design Standards does not conflict with other terms and conditions of this Agreement.

2.07 DEN TENANT DEVELOPMENT GUIDELINES

"DEN Tenant Development Guidelines" shall mean the criteria established at DEN for design, construction, installation, signage and related matters, and as hereafter amended. Any amendment of DEN Tenant Development Guidelines shall be binding on Licensee without amendment to this Agreement, provided that the amendment of DEN Tenant Development Guidelines does not conflict with other terms and conditions of this Agreement.

2.08 CHIEF EXECUTIVE OFFICER

"CEO" shall mean Chief Executive Officer of Aviation, for City and County of Denver, or its successor in title or function.

2.09 CEO'S AUTHORIZED REPRESENTATIVE

Whenever reference is made herein to "CEO or the CEO's authorized representative," or words of similar import are used, City's Executive Vice President For Revenue and Business

Development, Chief Revenue Officer, shall be such authorized representative of the CEO, unless notice otherwise is given to Licensee by the CEO.

2.10 PAST DUE INTEREST RATE

"Past Due Interest Rate" shall mean interest accruing at eighteen percent (18%) per annum commencing on the fifth (5th) business day after the date such amount is due and owing until paid to City.

2.11 PREMISES

"Premises" shall mean the Concourse A Club Area Space as generally depicted on the Premises Plan attached hereto as **Exhibit A**, which is located within the Concourse A. City and Licensee acknowledge and agree that the dimensions of the Premises as set forth in **Exhibit A** are approximate and that, following the completion of construction, the precise dimensions and square footage shall be determined by the CEO to conform to such measurement and a revision **Exhibit A** will be made, if necessary, depicting the dimensions and square footage of the Premises as actually constructed. The Parties agree to modify **Exhibit A**, as necessary, to incorporate dimensions and square footage of the Premises, by letter executed by the CEO and acknowledged by Licensee, without need for formal amendment to this Agreement.

2.12 TERMINAL

"Terminal" shall mean the Jeppesen Terminal Building located at DEN

2.13 INTERPRETATIONS.

As used herein mean as follows:

1. Day(s) shall mean calendar day(s).
2. Month(s) shall mean calendar month(s).
3. The use of any gender shall include all genders.
4. The use of any number(s) shall be construed as the singular or the plural, all as the context may require.
5. Section Heading(s) are for the convenience and reference of the Parties, and do not define or limit the scope of any section or provision.
6. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either Party.
7. If any provision in this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

8. This Agreement and all of its terms and conditions shall be construed, interpreted and applied in accordance with, governed by, and enforced under the laws of the State of Colorado, as well as the Charter and Ordinances of City and County of Denver.
9. The Parties agree that venue for any action arising from this Agreement shall be in the District Court for City and County of Denver.

SECTION 3 – LICENSE FOR PREMISES

3.01 PRIVILEGES GRANTED

City hereby grants to Licensee, from the Commencement Date, the non-exclusive privilege to occupy and use the Premises consistent with and subject to all of the terms, covenants, and conditions of this Agreement.

3.02 ADDITIONS TO AND DELETIONS FROM THE PREMISES

City and Licensee may, by mutual agreement, add additional space(s) or delete space(s) from the Premises. All space(s) added to the Premises pursuant to this Section 3.02 shall be subject to all the terms, conditions, covenants, and other provisions of this Agreement and Licensee shall pay to City all rents, fees, and charges applicable to the additional space(s) in accordance with this Agreement. In the case of additions and deletions of space(s) from the Premises, rents, fees, and charges paid to City by Licensee shall be appropriately adjusted. The Parties agree to modify *Exhibit A*, as necessary, to incorporate space additions to the Premises and space deletions from the Premises by letter executed by the CEO and acknowledged by Licensee, without need for formal amendment to this Agreement.

3.03 RECLAIMING OF PREMISES FOR DEN PURPOSES

City reserves the right to reclaim the Premises or portions thereof, when, in the sole and absolute discretion of City, such reclaiming is necessary for the development or operations of DEN or is in the best interest of City.

3.04 MEANS OF ACCESS

Licensee will have a non-exclusive license of ingress to and egress from DEN and the Premises for Licensee's officers, authorized officials, employees, agents, contractors and invitees. License of ingress and egress will be subject to FAA Regulations, as amended, applicable laws, and DEN's Rules and Regulations. Moreover, without exception, nothing in this Agreement shall be construed to prevent City from charging the operators of vehicles or carrying passengers and property a fee for the privilege of entering upon DEN, using DEN's roadways, soliciting passengers upon DEN, or otherwise operating vehicles at DEN. City reserves the right to make such charges provided they do not discriminate unreasonably against the operators of vehicles used for carrying officers, employees, passengers, or property of Licensee.

3.05 PREMISES ACCEPTANCE AS IS

Licensee understands, acknowledges, and accepts the Premises in its present condition, "**As Is**" with all faults and with absolutely no warranties implied or expressed as to condition or suitability for use being given by City. City shall have no obligation, liability or 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 other than as explicitly stated in this Agreement.

3.06 RIGHT OF INSPECTION

City retains the full right of entry in and to the Premises for any purpose necessary, incidental to, or in connection with its obligations hereunder, or in the exercise of its governmental functions, or for the purpose of making any inspection it deems necessary.

SECTION 4 – TERM

4.01 TERM

"Term" shall mean the period commencing at noon on June 1, 2015 and one (1) calendar year thereafter. The Term may be automatically extended up to eight (8) times. Sixty (60) days prior to the expiration of each Term, Licensee shall send City formal written notification of its intent to extend the Term. Upon City's receipt of Licensee's formal written notification, the Term shall be automatically extended, without thirty (30) days written notification from City to Licensee stating otherwise.

4.02 SURRENDER OF OFFICE SPACE

Upon the expiration or earlier termination of this Agreement or on the date specified in any demand for possession by City, Licensee covenants and agrees to surrender possession of the Premises to City in the same condition as first occupied, ordinary wear and tear excluded.

4.03 HOLDING OVER

Any occupancy of Premises by Licensee, after the termination of this Agreement, with the prior written consent of City, shall be on a month to month basis with all provisions of this Agreement, including fees charges and insurance policies remaining in place until such time that City gives notice to Licensee to surrender the Premises. Notice to surrender premises will be provided in writing not less than thirty (30) days prior to the anticipated surrender date. Nothing herein shall be construed to give Licensee any defensible property rights or the right to hold over, City may exercise all remedies provided in this Agreement, at law, or in equity, without further notice, to recover possession of the Premises or portion(s) thereof.

Any occupancy of Premises by Licensee, after the termination of this Agreement, without the prior written approval of City constitutes a tenancy at sufferance on the same terms and conditions as this Agreement except fees. Fess shall be assessed at the fair market rental value of the Premises for the entire sufferance period. No occupancy of any portion of the Premises by Licensee after the expiration or other termination of this Agreement, without City's prior written approval, extends the Term of such portion of the Premises. City will notify Licensee in

writing that the tenancy is at sufferance, thereafter, City may exercise all remedies provided in this Agreement, at law, or in equity, without further notice, to recover possession of the Premises or portion(s) thereof. In the event of such tenancy at sufferance, Licensee shall indemnify City against all damages arising out of Licensee's tenancy at sufferance, including but not limited to, any costs incurred by City to remove Licensee, regain possession of the Premises or any portion(s) thereof, and all insurance policies required to be obtained and maintained by Licensee as set forth in this Agreement shall continue in full force and effect.

SECTION 5 – LICENSING FEE

5.01 LICENSING FEE

Licensee agrees to pay to City and City hereby reserves unto itself, as compensation hereunder for the privileges herein granted, the sum of One Dollar (\$1.00) per year, as payable as of the date of execution of this Agreement.

SECTION 6 – USE OF PREMISES

6.01 CARE OF AREA

Licensee covenants and agrees that it will keep the Premises in a neat, clean, safe, sanitary and orderly condition at all times, and further agrees that it will keep such area free at all times of all paper, rubbish, spills, and debris. Licensee, at its own expense, shall collect and deposit all trash and refuse at frequent intervals at collection station locations specified by City. Accumulation of boxes, cartons, barrels or other items shall not be permitted in any public area in the DEN.

6.02 CITY POLICIES

Licensee covenants and agrees to operate and manage the Premises as described in *Exhibit A*, and City grants to Licensee a License to operate and manage the Premises consistent with such policy.

6.03 HOURS OF OPERATION

The parties intend to keep the facilities open to the public during the hours described in the *Exhibit A*.

6.04 VENDING MACHINES

No amusement or vending machines or other machines operated by coins, tokens or credit cards shall be installed or maintained in or upon the Premises except with the written permission of the CEO or the CEO's authorized representative. 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, and entertainment devices.

6.05 COMPLIANCE WITH ALL LAWS AND REGULATIONS

Licensee agrees not to use or permit the Premises to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the ordinances or Charter of City and County of Denver, or not authorized hereunder, and it further agrees that it will use the Office Space in accordance with all applicable federal, state and local laws and all general rules and regulations adopted by City or the CEO for the management, operation and control of the DEN, either promulgated by City on its own initiative or in compliance with regulations or actions of the Federal Aviation Administration or other authorized federal agency.

Licensee agrees to submit any report, reports or information which City is required by law or regulation to obtain from Licensee or which the CEO may reasonably request relating to Licensee's operations. Licensee further agrees that City's Auditor shall have the right to inspect or examine any books and records of Licensee which are directly pertinent to Licensee's obligations under this Agreement.

In its operation, Licensee shall comply with the Standard Federal Assurances described in Appendices A, C, D, E, 1, 2 and 3. Those Appendices are incorporated herein by reference.

6.06 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

Licensee, in conducting any activity on the Premises, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the office use and disposal of Hazardous Materials or Special Wastes and regarding releases or threatened releases of Hazardous Materials or Special Wastes to the environment. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticides, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute. Licensee shall comply with City's Ordinance 196, as amended on March 18, 1991 (amendments to City Uniform Public Code related to water conservation fixtures).

Licensee shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal and state environmental permit requirements.

Licensee agrees to ensure that its Premises is designed, constructed, operated and maintained in a manner that minimizes environmental impact and maximizes sustainability through appropriate preventive measures and complies with all federal, state and local environmental requirements. Licensee agrees to evaluate methods to reduce the generation and disposal of waste materials. Wastewater from maintenance or operational activities shall be pretreated with sand and grease traps.

In the case of a release, spill or leak as a result of Licensee's activities, Licensee shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Licensee shall reimburse City for any penalties and all cost and expense, including without limitation attorney fees, incurred by City as a result of the release or disposal by Licensee of any pollutant or hazardous material on the DEN.

6.07 WASTE OR IMPAIRMENT OF VALUE

Licensee agrees that nothing shall be done or kept in the Premises which might impair the value of City's property or which would constitute waste.

6.08 HAZARDOUS USE

Licensee agrees that nothing shall be done or kept in the Premises and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Premises which might be unsafe or hazardous to any person or property. Further, Licensee shall not do or permit to be done any act or thing upon the Premises which will invalidate, suspend or increase the rate of any fire insurance policy required under this Agreement, or carried by City, covering the Premises or the buildings in which the Premises is located or which, in the opinion of the CEO or the Auditor's authorized representative, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If, by reason of any failure by Licensee to comply with the provisions of this section, after receipt of notice in writing from City, any fire insurance rate on the Premises or on the buildings in which the same is located, shall at any time be higher than it normally would be, then Licensee shall pay City, on demand, that part of all fire insurance premiums paid by City which have been charged because of such violation or failure of Licensee; provided, that nothing herein shall preclude Licensee from bringing, keeping or using on or about the Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on the normal operations contemplated herein.

6.09 STRUCTURAL OR ELECTRICAL OVERLOADING

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

6.10 NOISE, ODORS, VIBRATIONS AND ANNOYANCES

Licensee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance in the Premises or annoy, disturb or be offensive to others in DEN and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, gases, vapors, odors and vibrations.

6.11 ACCESSIBILITY

Licensee shall not do or permit to be done anything which might interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof on the Premises or elsewhere on the DEN, nor do or permit to be done anything which may interfere with free access and passage in the Premises or the public areas adjacent thereto, or hinder police, firefighting or other emergency personnel in the discharge of their duties. Further, Licensee shall not do or permit to be done anything which might interfere with the effectiveness or accessibility of doors, elevators or escalators in or adjacent to the Premises, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto.

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 Premises, nor refuse, upon the expiration or sooner termination of this Premises Agreement, to surrender to City any and all keys to the interior or exterior doors on the Premises, whether said keys 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.

6.12 NO AUCTION

Licensee agrees not to allow or permit any sale by auction or hawking on the Premises.

6.13 CONSTRUCTION OF IMPROVEMENTS/RESTRICTION ON CHANGES

Licensee shall at its sole cost and expense construct and install any Improvements to Premises. The Improvements are subject to the prior written approval of the CEO and shall be constructed in accordance with the DEN's Tenant Development Guidelines, as well as any requirements provided during the approval process, and pursuant to City's building permit process and the customary terms and conditions thereof. Licensee shall, unless otherwise instructed, complete its design, obtain building permits and complete construction pursuant to timelines granted by the CEO at the time of approval of such Improvements. Such period may be extended by the CEO if completion of Improvements was delayed through no fault of Licensee. Thereafter, Licensee agrees not to alter, add to, remove or demolish any of the Improvements on the Premises without the prior written approval of the CEO. All such alterations or changes shall be made in accordance with the DEN Tenant Development Guidelines.

6.14 TITLE TO IMPROVEMENTS

Licensee agrees that all improvements to the Premises, including approved changes and renovations, which are affixed to the realty, shall become the property of City upon their completion and acceptance by City.

6.15 DISCLAIMER OF LIENS

Licensee covenants 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 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 material men'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 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, material men'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.

6.16 REMOVAL OF LICENSEE'S EQUIPMENT

Licensee shall retain title to and shall remove, at its sole cost, prior to the expiration or termination of this Agreement, all of Licensee's Equipment, as hereinafter defined. "Licensee's Equipment" shall mean all equipment, apparatus, machinery, furnishings, trade fixtures and personal property installed by Licensee and used in the operation of the business of Licensee (as distinguished from the use and operation of the Premises) which is listed on an annual inventory list submitted by Licensee and approved by City and maintained in City's DEN Property Office. If such removal shall injure or damage the Premises, Licensee agrees, at its sole cost, at or prior to the expiration or termination of this Agreement, to repair such injury or damage in good and workmanlike fashion and to place the Premises in the same condition as the Premises would have been if such Licensee's Equipment had not been installed. If Licensee fails to remove any of Licensee's Equipment by the expiration or termination of this Agreement, City may, at its option, keep and retain any such Licensee's Equipment or dispose of the same and retain any proceeds therefrom, and City shall be entitled to recover from Licensee any costs of City in removing the same and in restoring the Premises in excess of the actual proceeds, if any, received by City from disposition thereof.

SECTION 7 - UTILITIES AND SERVICES

7.01 HEATING AND AIR CONDITIONING (HVAC)

Licensee shall, at its expense, furnish, install and maintain any ductwork and other connections within or leading into its Premises required to connect and complete the HVAC from the DEN's central system for the Premises.

City shall, at its expense, furnish normal and reasonable quantities of central air from the central HVAC system to the Premises and all necessary power and electricity for such central air circulation. Subject to conditions beyond its control, City shall maintain under normal conditions a temperature adequate for comfortable occupancy according to the season; provided, that Licensee properly maintains the ductwork and other connections within or leading into its Premises and complies with the recommendations of City's engineer regarding reasonable use of the Premises.

7.02 ELECTRICITY

Licensee shall pay all costs for electricity used within the Premises. Licensee shall, at its expense, furnish, install and maintain an electric meter at a location and of a type specified by City, and shall pay all costs for electricity used within the Premises. Electricity may be metered under an adjacent premises of a Companion Agreement if authorized by City. In lieu of the foregoing requirement to install an electric meter, if the Parties agree that the size of the Premises makes metering impracticable, Licensee's usage may be determined by a load study of the Premises conducted by and at City's expense; except that if the Premises receives

electricity from multiple circuits from a shared panel, Licensee agrees that it shall, at its expense, furnish a simultaneous thirty (30) day load study for all circuits serving the Premises. In such case, the Parties agree that additional load studies (using the same methodology as the original study) may be provided by City and required of Licensee if the space is modified or if additional load is required within the Premises by the addition of circuits or equipment. Licensee shall furnish, install and maintain all power circuits and connections required for equipment and mechanical systems used in the Premises. Any billing by City for such costs shall be due within thirty (30) days and shall accrue interest at the Past Due Interest Rate if not paid when due.

7.03 WATER SERVICE

If Licensee requires water service to the Premises, Licensee shall, at its expense, furnish, install and maintain a water meter for the Premises at a location and of a type specified by City and shall pay all costs for water used within the Premises. Licensee shall be responsible for all pipe tie-in and water hook-up of its equipment.

7.04 LIGHTING

Licensee shall, at its expense, furnish, install and maintain all lighting fixtures and wiring for general illumination of the Premises. Levels of illumination and wattage requirements shall be subject to approval by City.

7.05 JANITORIAL SERVICES AND MAINTENANCE

Licensee shall, at its expense, be responsible for janitorial services for the Premises.

7.06 STRUCTURAL MAINTENANCE

City shall, at its expense, maintain all structural parts of the Terminal and Concourses, including exterior glass, walls and roof but specifically excluding improvements made by Licensee.

7.07 COMMON USE SERVICES

City may establish common use services at the DEN, including but not limited to trash and refuse removal, deliveries, industrial waste handling, security guards, recycling, or any other sustainability initiative. City reserves the right to establish charges for common use services based upon documented actual costs. Trash, sewer and deliveries will be common use services, which Licensee may be required to use and pay its pro-rata actual share; however, other common use services may be utilized at Licensee's option. Licensee agrees to pay the charges for those common use services which are utilized by Licensee.

7.08 INTERRUPTION OF SERVICES

Licensee agrees that City shall not be liable for failure to supply any utility services. City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of City, City is unable to furnish such utility services. City shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way be construed as cause for abatement of rent or operate to release Licensee from any of its

obligations hereunder, except as otherwise provided in the section entitled "Damage, Destruction or Loss."

SECTION 8 - INDEMNITY, INSURANCE AND BONDS

8.01 INDEMNITY

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 the 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 Section 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 Section.

8.02 INSURANCE

A. Licensee shall obtain and keep in force during the entire term of this Agreement, insurance policies as described in City's form of insurance certificate attached to this Agreement as **Exhibit C** and incorporated herein. The certificate specifies the minimum insurance requirements Licensee and subcontractors must meet under this Agreement. Such amounts may be adjusted by the CEO, in the CEO's sole discretion, at any time during the term of this

Agreement. The original of such certificate shall be executed by the authorized party as specified on the certificate.

B. Prior to the Commencement Date, Licensee shall submit to the DEN Property Office a fully completed and executed original of the insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Licensee shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company. Licensee shall deliver to the DEN Property Office a certificate evidencing the renewal of all policies, at least ten (10) days prior to each policy's expiration date.

C. City's acceptance of any submitted insurance certificate is subject to the approval of City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by City's Risk Management Administrator.

D. Licensee shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

E. Unless specifically excluded in writing by City's Risk Management Administrator, Licensee shall include all subcontractors performing services hereunder as additional insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) and receipts of payment of premium, for each subconsultant. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Licensee shall insure that each subconsultant complies with all of the coverage requirements.

F. The Parties hereto 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, 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 City, its officers, officials and employees.

8.03 NO PERSONAL LIABILITY

Notwithstanding any term or provision of this Agreement to the contrary, no director, officer or employee of either party hereto shall be held personally liable under this Agreement or because of its execution or attempted execution or enforcement.

8.04 TAXES, LICENSES, AND FEES

Licensee agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the Premises and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Licensee agrees to furnish to the CEO, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. Licensee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent

and to suffer no lien, mortgage, judgment or execution to be filed against the Premises or improvements thereon which will in any way impair the rights of City under this Agreement.

SECTION 9 - DEFAULT AND REMEDIES

9.01 DEFAULT

Licensee shall be in default under this Agreement if Licensee:

A. Fails to timely pay when due to City the license fee or any other payment required hereunder and such failure is not cured within ten (10) days after written notice by City describing the failure to pay; or

B. Is in default under any other Agreement with City at DEN, beyond any applicable notice or cure period; or

C. Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property and the receiver, trustee or liquidator is not discharged within forty-five (45) days; or

D. Transfers its interest under this Agreement, without the prior written approval of City, by reason of death, operation of law, assignment, or otherwise, to any other person, entity or corporation; or

E. Abandons, deserts or vacates the Premises and the same is not cured by Licensee within ten (10) business days after notice from City; or

F. Suffers any lien or attachment to be filed against the Premises, DEN or City's property because of any act or omission of Licensee. If any such lien shall at any time be filed, Licensee may contest the same in good faith. Notwithstanding such contest, Licensee shall be in default if, within fifteen (15) calendar days after the filing thereof, Licensee does not cause such lien to be released by payment, bond, or order of a court of competent jurisdiction; or

G. Fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement and such failure continues for a period of more than thirty (30) days after delivery by CEO of a written notice of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Licensee within ten (10) days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control; or

H. Uses or gives its permission to any person to use for any illegal purpose any portion of DEN made available to Licensee for its use under this Agreement.

9.02 REMEDIES

If Licensee defaults in any of the covenants, terms and conditions herein beyond any applicable notice or cure period, City may exercise any one or more of the following remedies:

A. City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder, including without limitation the right to collect a license fee as it becomes due together with Past Due Interest; or

B. City may cancel and terminate this Agreement and repossess the Premises, with or without process of law, and without liability for so doing, upon giving thirty (30) days written notice to Licensee of its intention to terminate, at the end of which time all the privileges hereunder of Licensee shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such thirty (30) days. Notwithstanding the foregoing, Licensee shall be allowed only two (2) notices of default hereunder which it may cure within the time specified in this section. The third notice shall be final and City shall at its option (1) cancel and terminate all of the privileges hereunder of Licensee, reenter the Premises, remove therefrom all property of the Licensee and store the same at the expense of the Licensee, or (2) elect to proceed under subparagraph C. below.

If City elects to terminate, Licensee shall be liable to City for all amounts owing at the time of termination, including but not limited to license fee due plus interest thereon at the Past Due Interest Rate together with any other amount to fully compensate City for all loss of compensation, damages, and costs, including attorney fees, caused by Licensee's failure to perform its obligations hereunder, or which in the ordinary course would likely result therefrom.

C. City may elect to reenter and take possession of the Premises and expel Licensee or any person claiming under Licensee, and remove all effects as may be necessary, without prejudice to any remedies for damages or breach. Such reentry shall not be construed as termination of this Agreement unless a written notice specifically so states; however, City reserves the right to terminate this Agreement at any time after reentry.

Licensee shall be liable to City for all costs of repossession, including attorney fees and repairs or improvements. Notwithstanding re-entry by City, Licensee shall continue to be liable for all amounts due as a license fee under this Agreement, on the dates specified and in such amounts as would be payable if default had not occurred.

9.03 REMEDIES CUMULATIVE

The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City at law or in equity.

9.04 ADMINISTRATIVE HEARING

Disputes arising out of this Agreement shall be resolved by administrative hearing before the CEO following the procedures outlined in Denver Revised Municipal Code Section 5-17; provided, that City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against City until there has been full compliance with the terms of this paragraph.

9.05 WAIVERS

No failure of City to insist upon the strict performance of a term, covenant or agreement contained in this Agreement, no failure by City to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment during the continuance of any default

by a party shall constitute a waiver of any such term, covenant or agreement or a waiver of any such right or remedy or a waiver of any default by a party.

SECTION 10 - DAMAGE, DESTRUCTION OR LOSS

10.01 DAMAGE TO OR DESTRUCTION OF PREMISES

If the Premises, or any portion thereof, is destroyed or damaged by fire or otherwise to an extent which renders it unusable, City may rebuild or repair any portions of the building structure destroyed or damaged, and, if the cause was beyond the control of Licensee, the obligation of Licensee to pay the license fee hereunder shall abate as to such damaged or destroyed portions during the time they are unusable. If City elects not to proceed with the rebuilding or repair of the building structure, it shall give notice of its intent within ninety (90) days after the destruction or damage. Licensee may then, at its option, cancel and terminate this Agreement.

10.02 COOPERATION IN THE EVENT OF LOSS

If City elects to rebuild, this Agreement shall continue in full force and effect subject to the abatement of license fee during the time the damaged or destroyed portions are unusable. City and Licensee shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss or damage.

10.03 LOSS OR DAMAGE TO PROPERTY

City shall not be liable for any loss of property by theft or burglary from DEN or for any damage to person or property on DEN resulting from operating the elevators, or electric lighting, or water, rain or snow, which may come into or issue or flow from any part of DEN, or from the pipes, plumbing, wiring, gas or sprinklers thereof or that may be caused by City's employees or any other cause, and Licensee covenants and agrees to make no claim for any such loss or damage at any time, except for any abatement of license fee or right to insurance proceeds provided for in this Section.

10.04 MUTUAL WAIVER/INSURANCE COVERAGE

City and Licensee each waive any and every claim for recovery from the other for any and all loss of or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectible fire and extended insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Since this mutual waiver will preclude the assignment of any such claim by subrogation or otherwise to an insurance company or any other person, the parties agree to give to each insurance company which has issued, or may issue, to a party policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of this waiver.

SECTION 11 - MISCELLANEOUS PROVISIONS

11.01 ADVERTISING AND PUBLIC DISPLAYS

Licensee shall not install or have installed or allow to be installed upon or within the Premises, without the prior written approval of the CEO or the CEO's authorized representative, any sign, either lighted or unlighted, poster or other display of advertising media, including material

supplied by manufacturers of merchandise offered for sale, as well as other types of display specified in the DEN Design Standards. Permission will not be granted for any advertising which fails to comply with DEN Design Standards or DEN Tenant Development Guidelines, or any advertising material, fixture or equipment which extends beyond the Premises.

11.02 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.

11.03 AMERICANS WITH DIABILITIES 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.

11.04 FAA APPROVAL

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

11.05 FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of DEN or the portion thereof wherein the Premises are located, for public purposes, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and City will be released and fully discharged from any and all liability hereunder. In the event of such termination, Licensee's obligation to pay the license fee will cease; however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

11.06 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 A, C,D,E,1,2, and 3 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.

11.05 TRANSFERS OF RIGHTS

This Agreement grants to Licensee a personal property privilege to use and occupy the Premises. Licensee shall not assign, lease, sub-contract, sub-lease, or transfer its privileges hereunder. Any attempt by Licensee to in any way directly transfer all or part of its interest in this Agreement without prior written consent of City shall, at the option of the CEO, terminate this Agreement and all privileges of Licensee hereunder.

11.06 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 rentals, fees, and charges provided for herein at intervals of not more than five (5) years and be subject to the requirements of any outstanding bond ordinance pertaining to DEN. City agrees that such reestablished schedule of rentals, 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 rentals, 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 rentals, fees, and charges result in an increase of more than five percent (5%) in the dollar amount of Compensation paid by Licensee under Section 5 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 rentals, 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 rentals, fees, and charges at a five (5) year interval date shall not waive City's right to reestablish the rentals, fees, and charges at any time thereafter.

11.07 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 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, but in no event shall this paragraph be construed so as to allow Licensee to reduce or abate its obligation to pay the license fee herein, or any other compensation due hereunder.

11.08 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.

11.09 INCONVENIENCES DURING CONSTRUCTION

Licensee recognizes that from time to time during the Term of this Agreement, it may be necessary for City to commence or complete extensive programs of construction, expansion, relocation, maintenance and repair in order that DEN and its facilities may be completed and operated in accordance with any present or future master layout plan, and that such construction, expansion, relocation, maintenance and repair may inconvenience Licensee in its operation at DEN. Licensee agrees that no liability shall attach to City, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences, and Licensee waives any right to claim damages or other consideration therefrom.

11.10 MASTER PLANNING

It is covenanted and agreed that City reserves the right to further develop or improve DEN and all landing areas and taxiways as it may see fit, regardless of the desires or views of Licensee or its subcontractors and without interference or hindrance.

Further, Licensee agrees that no liability shall attach to City, its officers, agents, and employees by reason of any efforts or action toward implementation of any present or future Master Layout Plan for DEN. Licensee agrees that no liability shall attach to City, its officers, agents, and employees by reason of any efforts or action toward implementation of any present or future Concessions Master Plan for DEN. Licensee waives any right to claim damages or other consideration arising therefrom.

11.11 NOTICES

All notices required to be given to City or Licensee hereunder shall be in writing and sent by certified mail, return receipt requested, as follows:

to City: CEO of Aviation
Denver International DEN
DEN Office Building, 9th Floor
8500 Peña Boulevard
Denver, CO 80249-6340

with a copy to: Revenue and Business Development
Denver International DEN
DEN Office Building, 9th Floor
8500 Peña Boulevard
Denver, CO 80249-6340

to Licensee: United Services Organizations, Inc.
USO World Headquarters
Wilson Blvd, Suite 1200
Arlington, VA 22201
Attn: (Getting contact)

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Licensee or CEO.

11.12 PATENTS AND TRADEMARKS

Licensee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under this Agreement. Licensee agrees to save and hold harmless City, its officers, employees, agents and representatives from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Licensee under this Agreement.

11.13 SEVERABILITY

In the event, any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

11.14 SURVIVAL OF PROVISIONS

All terms and conditions of this Agreement which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and continue to be enforceable as provided herein.

11.15 THIRD PARTIES

This Agreement shall not be deemed or construed to confer upon any third party or parties any right to claim damages or to bring any action or proceeding against either City or Licensee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

11.16 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. Licensee shall also prohibit consumption of alcohol within the Premises. Violation of these provisions or refusal to cooperate with implementation of the policy can result in City's barring Licensee from City facilities or participating in City operations.

11.17 CITY SMOKING POLICY

Licensee and its officers, agents and employees shall cooperate and comply with the provisions of Denver Revised Municipal Code Sec. 24-301, et seq. prohibiting smoking in City buildings and facilities, City's Executive Order No. 99 dated December 1, 1993 and Executive Order No. 13 dated July 31, 2002 prohibiting the sale or advertising of tobacco products, the provisions of Denver Revised Municipal Code §§ 24-301 et seq. and the Colorado Indoor Clean Air Act, C.R.S. §§ 25-14-201 et seq., and Rules 30 and 40 of DEN's Rules and Regulations. Licensee agrees that it will prohibit smoking by its employees and the public in the Premises and will not sell or advertise tobacco products.

11.18 NONDISCRIMINATION

In connection with the performance of work under this Agreement, Licensee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation 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 Licensee further agrees to insert the foregoing provision in all subcontracts hereunder.

11.19 ENTIRE AGREEMENT

The Parties agree that the provisions herein constitute the entire agreement 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. No amendments, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement.

11.20 FINAL APPROVAL

This Agreement, which is expressly subject to and shall not be or become effective or binding on City until fully executed by all signatories of City, may be signed in two or more counterparts, each of which shall be deemed an original signature page to this Agreement, which may be signed electronically by the parties in the manner specified by City.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A
PREMISES LOCATION

EXHIBIT C
INSURANCE CERTIFICATE

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, 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 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).

APPENDIX 1

DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

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

Contract Assurance (§ 26.13) – The contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

APPENDIX 2

ACDBE NONDISCRIMINATION AND ASSURANCE REQUIREMENTS

(1) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR part 23. Licensee or contract agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.

(2) Licensee or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those business to similarly include the statements in further agreements.

APPENDIX 3

ACDBE/DBE POLICY AND OBJECTIVE STATEMENTS:

This part 23 seeks to achieve several objectives:

- (a) To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
- (b) To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
- (c) To ensure that the Department's ACDBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs;
- (e) To help remove barriers to the participation of ACDBEs in opportunities for concessions at airports receiving DOT financial assistance; and
- (f) To provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.

Policy Statement

Section 26.1, 26.23 Objectives/Policy Statement

City has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of City to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT -assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

[Name or title of appropriate person or office] has been delegated as the DBE Liaison Officer. In that capacity, [Name or title] is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the [Name Recipient] in its financial assistance agreements with the Department of Transportation.

[Name Recipient] has disseminated this policy statement to the [identify the governing board or officials of the recipient] and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT - assisted contracts. [Specify how this distribution is accomplished]

CHIEF EXECUTIVE OFFICER

DATE

Contract Control Number: PLANE-201522962-00

Contractor Name: United Services Organizations, Inc.

By: 

Name: JEFF HILL 10/22/15
(please print)

Title: RVP (US)
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PLANE-201522962-00

Contractor Name: United Services Organizations, Inc.

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:

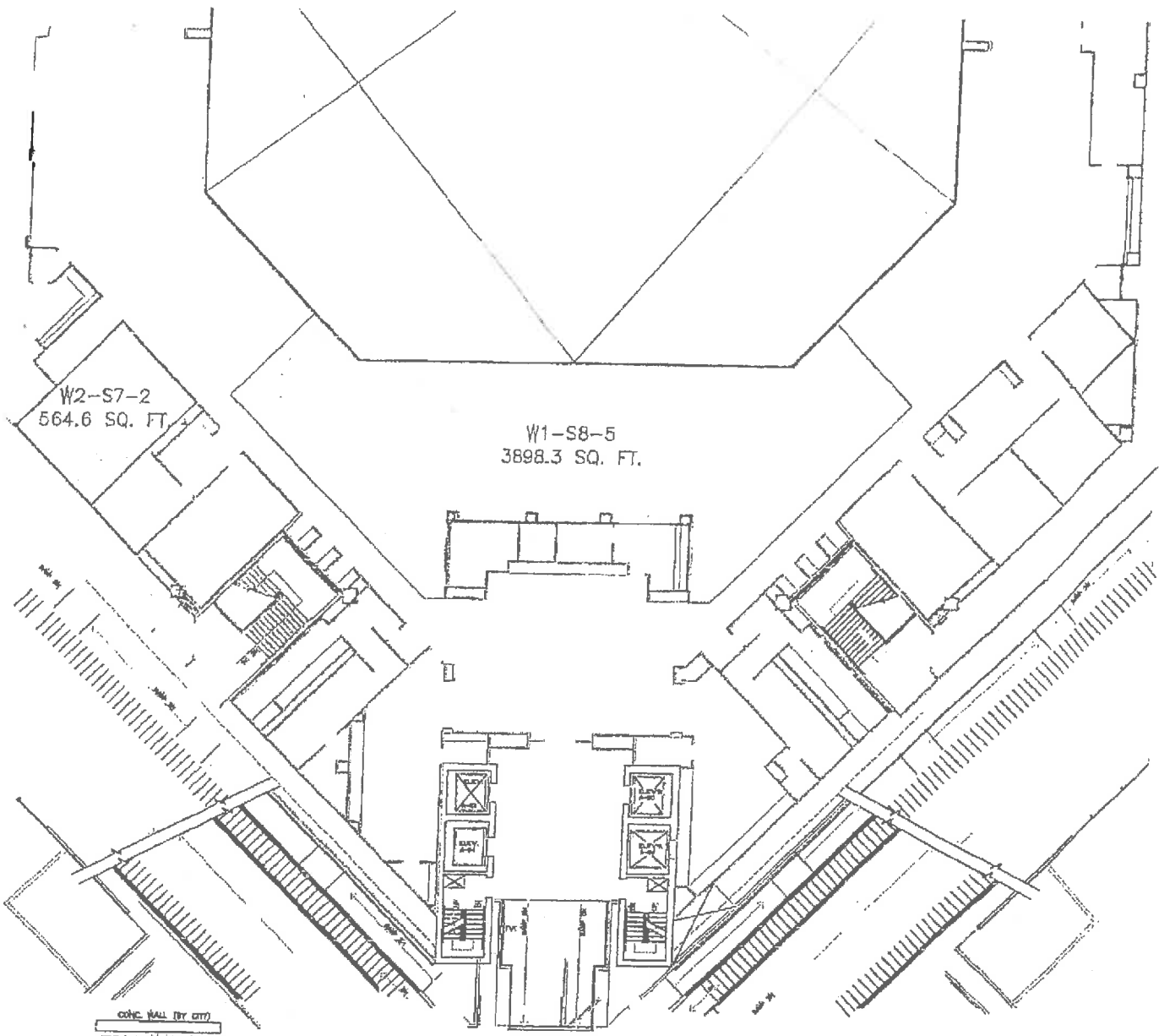
D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____

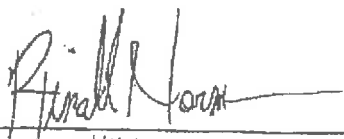






CONCRETE WALL (BY CITY)
 STUD/DRYWALL WALL (BY CITY)
 GLASS WALL (BY CITY)
 TENANT LEASE LINE
 (H) ARE OCCUPIED
 NIC = Not Included
 (in Lease or Sq. Ft. Calc.)
 X

USO World Headquarters
 4462.9 SQ. FT.


 NOT TO SCALE


 MANAGER OF DESIGN

NOTE: This exhibit depicts **only** square footage of leased area based upon planning data and is not intended to address construction details.

 KEY PLAN CONCOURSE A		REVISED	DENVER INTERNATIONAL AIRPORT	
			EXHIBIT A Concourse A Level 5 USO World Headquarters	
		CC#: uso	DATE: 7/07/05	

**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: 201522962 – USO Standard Licensing Agreement

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.