

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0610
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Lease Agreement between the City and County of Denver and Paradise 4 Paws DIA, LLC related to leased space at Denver International Airport.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Lease Agreement between the City and County of Denver and Paradise 4 Paws DIA, LLC, in the words and figures contained and set forth in that form in the above-named Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2013-0876 is hereby approved.

COMMITTEE APPROVAL DATE: September 19, 2013

MAYOR-COUNCIL DATE: September 24, 2013

PASSED BY THE COUNCIL: _____, 2013

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: Max Taylor, Assistant City Attorney  DATE: September 26, 2013

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney

DATE: September 26, 2013

LEASE AGREEMENT

BETWEEN

THE CITY AND COUNTY OF DENVER

AND

PARADISE 4 PAWS DIA, LLC

AT

DENVER INTERNATIONAL AIRPORT

**LEASE AGREEMENT
COMMERCIAL PET CARE FACILITY
SUMMARY PAGE**

PARADISE 4 PAWS DIA, LLC

This Summary Page, consisting of two pages, is attached to and made a part of that certain Lease Agreement, between the City and County of Denver and the Tenant listed below.

TENANT

Name PARADISE 4 PAWS DIA, LLC

Address 10516 United Parkway
Schiller Park, IL 60176

Attention Saq Nadeem

DEMISED PREMISES

Location Worldport Facilities

Address 24558 E. 75th Ave., Denver CO 80249

Acres 1.26

PERMITTED USES

The Company will design, construct and operate a Pet Day Care, Boarding and Grooming service, consisting of dog kennel runs, cat condos, small animal boarding, dog day care, dog grooming, training, spa treatment, and associated services, walks, retail space, therapy services (including pool), employees and optional overnight customer parking. Up to 70 overnight parking spaces are authorized for this service but it is subject to parking rate approval and fees.

HOURS OF OPERATION 365 days a year

TERM

Effective Date Date of Execution

Commencement Date First Day of Operation

Expiration Date	15 years from Commencement Date or 20 years from Commencement Date if the (1) 5 year extension option is granted.
COMPENSATION (Initial)	See Section 5
INTERIM RENT	\$7,700.00 (one twelfth of the initial annual guarantee)
Initial Construction Rent Credit	\$76,950.00 (to be amortized over the first year of the agreement)
PERFORMANCE BOND	(3 months of Rent)
REQUIRED MINIMUM INVESTMENT (total dollar amount)	Minimum of \$800,000 (\$40 PSF)
RENOVATION MINIMUM INVESTMENT	20% of minimum investment
RENOVATION COMPLETION DATE	In accordance with proposal

INSURANCE POLICY AMOUNTS

Commercial Comprehensive General Liability:	\$1,000,000 each occurrence
General Aggregate Limit:	\$2,000,000
Operations Aggregate Limit:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Fire Damage Legal:	Any one fire: \$1,000,000
Worker's Compensation:	Statutory Requirements
Business Auto Liability:	Professional Liability – per claim: \$1,000,000
Umbrella Liability – Area Access:	\$1,000,000 Combined Single Limit
Medical Professional Liability – Veterinarian:	\$1,000,000 (non-airside), \$10,000,000 (airside)
Standard Professional Liability:	\$1,000,000 per claim
Property Insurance/Special Cause of Loss Form, Replacement Cost:	\$1,000,000 per claim 100%

Description of Exhibits and Addenda

Exhibit A	Airport Site Layout
Exhibit B	Leased Premises Site
Exhibit C	Form of Statement of Gross Revenues
Exhibit D	Form of Insurance Certificate
Exhibit E	Services and Products Plan
Exhibit F	ACDBE Commitment Form
Exhibit G	Design Standards, Construction Procedures and DIA Performance Specifications
Exhibit N	DIA Environmental Requirements
Appendix 1	Standard Federal Assurances
Appendix 2	Nondiscrimination in Airport Employment Opportunities

CONSTRUCTION SUMMARY PAGE

PARADISE 4 PAWS DIA, LLC

This Construction Summary Page, consisting of one page, is attached to and made a part of that certain Lease Agreement, between the City and County of Denver and the Tenant listed below.

TENANT

Name	<u>PARADISE 4 PAWS DIA, LLC</u>
Address	<u>10516 United Parkway</u> <u>Schiller Park, IL 60176</u>
Attention	<u>Saq Nadeem</u>

DESIGN AND CONSTRUCTION DEADLINE

(calendar days after execution of Agreement)

Design	<u>In accordance with the DIA Development Guidelines</u>
Construction	<u>6 months from Effective Date</u>

CONSTRUCTION PERFORMANCE AND PAYMENT BOND AMOUNTS

(100% of construction contract price)

CONSTRUCTION INSURANCE POLICY AMOUNTS

A. Builders Risk	<u>100% of construction contract price</u>
B. Minimum Commercial General Liability Combined Single Limit	<u></u>
General Aggregate	<u></u>
C. Business Auto Liability Combined Single Limit	<u></u>
D. Worker's Compensation	<u>Statutory Requirements</u>

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into as of the date stated on the City's signature page below, between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and Paradise 4 Paws DIA, LLC, a Limited Liability Company of the State of Colorado ("Tenant" or "Concessionaire"), Party of the Second Part.

SECTION 1 GENERAL

1.01. CONSIDERATION. City enters into this Lease Agreement for and in consideration of the payments by Tenant as herein provided and of the performance and observance by Tenant of the covenants and agreements herein.

1.02. INCORPORATION OF ATTACHMENTS. The Exhibits, Summary Pages, and Addenda attached to this Lease shall be deemed incorporated in this Lease herein by reference.

SECTION 2 DEFINITIONS

2.01. AIRPORT OR DIA. "Airport" or "DIA" shall mean Denver International Airport.

2.02. AUDITOR. "Auditor" shall mean the City's Auditor and his authorized representative.

2.03. BUILDING. "Building" shall mean the leased square footage of the Worldport building as described on **Exhibit B**, as reviewed and approved by Tenant's architect.

2.04. DIA DESIGN STANDARDS. "DIA Design Standards" shall mean the design standards and criteria for Denver International Airport, and as hereafter amended.

2.05. DIA DEVELOPMENT GUIDELINES. "DIA Development Guidelines" shall mean the tenant development guidelines and criteria established at DIA for tenants and concessionaires for design, construction, installation, signage, and related matters, as currently in force or hereafter promulgated or amended.

2.06. DIA ENVIRONMENTAL GUIDELINES. "DIA Environmental Guidelines" shall mean the environmental standards and criteria established for tenant operators at the Airport, and as hereafter amended.

2.07. INTERIM RENT. "Interim Rent" shall mean the rental amount stated on the Summary Page that Concessionaire agrees to pay to the City during the period of time, if any, between the Commencement Date and the date Concessionaire actually Opens for Business.

2.08. MANAGER. "Manager" shall mean the City's Manager of Aviation or her successor.

2.09. LAND. "Land" shall mean the entire parcel of Land and any improvements as described on **Exhibit B**. The City expressly reserves from the Land all oil, gas and other "Mineral Rights."

2.10. LEASE IMPROVEMENTS. "Lease Improvements" shall mean the buildings, facilities, improvements, structures and landscaping on the Lease Premises to be used in the operations authorized by this Lease.

2.11. LEASE PREMISES. "Lease Premises" shall mean that portion of the Building together with the Lease Improvements that is cross hatched as shown and depicted in **Exhibit B**.

2.12. OPEN FOR BUSINESS. "Open for Business" shall mean when Tenant's Pet Day Care, Boarding and Grooming business is operational and accepting customers at the Lease Premises.

2.13. PAST DUE INTEREST RATE. "Past Due Interest Rate" shall mean interest accruing at 18%; per annum commencing on the fifth calendar day after the date such amount is due and owing until paid to City.

2.14. TENANT'S EQUIPMENT. "Tenant's Equipment" shall mean all equipment, apparatus, machinery, signs, furnishings, trade fixtures, fuel storage tanks, and personal property installed by Tenant and used in the operation of the business of Tenant.

2.15. TERMINAL. "Terminal" shall mean the Jeppesen Terminal Building located at the Airport.

2.16. YEARLY COMPENSATION . "Yearly Compensation" shall mean the total amount of rent due for a particular year during the Term as set forth in Section 5.03, excluding the 10% Parking Fee which is in addition to the Monthly Compensation.

SECTION 3 LEASE OF PREMISES

3.01. LEASE RIGHTS GRANTED. City grants to Tenant the right to occupy and use the Lease Premises consistent with and subject to all of the terms and provisions of this Lease Agreement. The Land is expressly subject to a navigation easement hereby reserved to the City and the Airport for the flight of aircraft over the Land.

3.02. USE OF LEASE PREMISES. Tenant shall have the right to use the Lease Premises solely for the design, construction and operation of a Pet Day Care, Boarding and Grooming service, consisting of: dog kennel runs, cat condos, small animal boarding, dog day care, dog grooming, training, spa treatment, and associated services, walks, retail space, therapy services (including pool), employees and optional overnight customer parking. Up to 70 overnight parking spaces are authorized for this service but it is subject to terms and conditions of this agreement.

Tenant may provide additional services as approved by the Manager, pursuant to paragraph 6.06, Services and Products Plan, and such approval shall not be unreasonably withheld.

3.03. NON-EXCLUSIVE RIGHTS. The City reserves the right to grant to other tenants a similar lease with similar terms and conditions. Tenant understands and agrees that its right to conduct business at the Airport is not exclusive.

3.04. CITY RESERVATION. City reserves for itself the right to install utilities upon areas of the Lease Premises as necessary or convenient for the operation of the Airport, and the City further shall have the right to grant easements in areas of the Land for the installation of utilities, provided that the use of such areas or the grant of such easements does not unreasonably interfere with the Tenant's operations and use of the Lease Premises. The Tenant shall not be entitled to any compensation or abatement of rent if the use of such areas or the grant of such easements does not interfere substantially with the Tenant's operations or use of the Lease Premises.

3.05. MEANS OF ACCESS. Tenant, its agents and employees, have a non-exclusive right of ingress to and egress from the Lease Premises by a means of access located outside the Land as specified by City. In non-public areas, such access shall be restricted under the Airport's security requirements as described in the section herein entitled "Security". The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such access, ingress and egress, and any other area at the Airport or in its environs presently or hereafter used as such, so long as there is reasonable and similar access, ingress and egress available to the Lease Premises. Tenant hereby releases and discharges the City of and from any and all claims, demands or causes of action which the Tenant may at any time have against the City arising or alleged to arise out of the closing of any roadway or other right-of-way for such access, ingress and egress or other area at the Airport or in its environs used as such, so long as reasonable and similar access, ingress and egress is available after any such modification.

Nothing in this Lease Agreement shall be construed to prevent the City from charging the operators of vehicles carrying passengers and property a fee for the privilege of entering upon the Airport or using the roadways in or on the Airport, or soliciting passengers upon the Airport, or otherwise operating on the Airport; and City reserves the right to make such charges provided that they do not discriminate unreasonably against the operators of vehicles used for carrying officers, employees, passengers or property of the Tenant.

3.06. RIGHT OF INSPECTION. City retains the full right of entry upon the Lease 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 or conducting any testing it deems necessary. No such entry by or on behalf of the City upon the Lease Premises shall constitute or cause a termination of the Lease Agreement nor shall such entry be deemed to constitute an interference with the possession thereof by the Tenant. The City shall make reasonable effort to provide at least 24 hours prior notice before entering the Lease Premises.

3.07. PARKING AND PARKING REVENUE CONTROL SYSTEM. Tenant covenants and agrees to construct and manage its facilities so that vehicles do not circumvent or avoid the Airport's Parking Revenue Control System. Tenant further agrees to take all reasonable and lawful steps necessary to insure that operations on the Land or Lease Premises do not result in the circumvention or avoidance of the Airport's Parking Revenue Control System, including but not limited to charging for overnight parking on the Land or Lease Premises except for vehicles belonging to employees. Prices charged by the Tenant for public parking shall not be less than the City's pricing for its parking operations at the Airport and shall be subject to the approval of the Manager. Tenant is also subject to the compensation fees as described on Section 5.03 of this agreement.

SECTION 4 TERM

4.01. TERM. "Term" shall commence on the Commencement Date and terminate fifteen years from Commencement Date, unless sooner cancelled, terminated or extended as hereinafter provided.

4.02. EXTENSION. The City may, upon written notice to Tenant extend the Term of this Lease for an additional five year(s). The extension shall be granted as long as the Tenant is not in default under this Lease Agreement. All provisions of this Lease shall remain in full force and effect during the entire Term.

4.03. TERMINATION OF LEASE BY CITY. In the event the Manager determines that the City requires use of the Lease Premises for Airport purposes during the term of this Lease, and that such purposes require termination of the use of the Lease Premises as a commercial pet care facility, the City shall have the right to terminate this Lease Agreement upon six months prior written notice to Tenant.

In the event of such termination, the City may provide to Tenant a suitable alternate Lease Premises at Denver International Airport for the conduct of its business. Such substitute facilities shall be similar to the Lease Premises as to size, Tenant's Lease Improvements and general location. Tenant reserves the right to terminate this Lease Agreement if the City's determination of suitable substitute facilities is not adequate for Tenant's operations upon 60 days written notice after City notifies Tenant of the substitute facilities.

If the City terminates the use of the Lease Premises and no suitable substitute facilities are available then the City shall be obligated to pay Concessionaire the appraised value of Concessionaire's business for the remaining Term of the Agreement as set forth in a detailed written appraisal prepared by an American Society of Appraisers ("ASA") certified Accredited Senior Appraiser in accordance with the ASA's business valuation standard of Fair Market Value, as defined in BVS-I General Requirements for Developing a Business Valuation ("Early Termination Compensation"). The Accredited Senior Appraiser will be selected by mutual agreement of the Parties or by the City in good faith if agreement is not achieved within thirty (30) days from the date of the notice of Early Termination. The cost of the first appraisal will be borne by the City. If either party is unsatisfied with the first appraisal then the other party may hire up to two additional Accredited Senior Appraiser's; however, the party hiring the other

Accredited Senior Appraiser shall bear all cost of the additional appraisals. Except to the extent considered by the appraiser in determining the value of Concessionaire's business, the City shall not be liable for nor subject to any claim for attorney's fees, costs, or expenses; interest; interruption of business; lost profits; indirect damages; or other similar claims. Concessionaire shall not be entitled to Early Termination Compensation if this Agreement is terminated because of a default event or for any reason not associated with this early termination provision contained in this Section 4.03. Concessionaire shall have no further claim of any kind whatsoever against the City by reason of such early termination.

4.04. SURRENDER OF LEASE PREMISES. Upon the expiration or earlier termination of this Lease Agreement or on the date specified in any demand for possession by City after any Default by Tenant, Tenant covenants and agrees that, at the Tenant's sole option, Tenant shall either (i) surrender possession of the Lease Premises to City in good and safe condition or (ii) at Tenant's expense Tenant shall remove Tenant's Equipment within 60 days of such expiration or termination or within such additional time as is granted by the Manager. Tenant shall at its expense restore the Lease Premises to substantially the same conditions existing prior to the installation of such improvements or applicable portions thereof, and upon failure to do so the City may cause such removal and restoration to be done at Tenant's expense.

4.05. HOLDING OVER. If Tenant holds over after termination of this Lease Agreement, thereafter Tenant's occupancy shall be at sufferance at a monthly rental, payable in advance, equal to 150% of the monthly compensation provided in Section 5 herein, but otherwise Tenant shall be bound by all terms and conditions as herein provided in the absence of a written agreement to the contrary; *however*, the Manager, in her sole discretion, may waive the additional rent and allow Tenant to holdover at the rates stated in Section 5. Nothing herein shall be construed to give Tenant the right to hold over at any time, and City may exercise any and all remedies at law or in equity to recover possession of the Lease Premises, as well as any damages incurred by City.

SECTION 5 COMPENSATION

5.01. COMPENSATION. Tenant covenants and agrees, without offset, deduction or abatement, to pay City as compensation for the rights and privileges granted by City the amounts set forth in Section 5.03.

5.02. GROSS REVENUES. As used herein, the term "Gross Revenues" shall mean all billings and receipts from sales or services or doing business from the Lease Premises, whether from sales or services rendered by Tenant, whether for cash or credit, regardless of collection in the case of the latter, and whether for retail or wholesale. It shall include all transactions, whether placed by telephone, in person or by mail or electronic mail, and regardless of place or time of actual payment. When properly recorded and accounted for, a reduction from Gross Revenues shall be allowed for bona fide returns for credit, sales taxes, or other taxes, or special assessments collected for remittance to the State, City or federal government, tips, and federal excise taxes collected that must be separately stated, collected from the customer and remitted to the federal government by the Tenant. There shall not be allowed from Gross Revenues any

reduction for bad debts, loss from theft or any deduction except as outlined above. Any revenue generated from overnight parking shall not be considered Gross Revenue.

5.03. PAYMENT OF COMPENSATION. The Yearly Compensation shall be payable in twelve installment payments (referred to herein as "Rent" or "Month's Compensation") by the Tenant to the City in advance and without demand on the first day of each calendar month, beginning on the date Tenant is Open for Business. This Monthly Compensation amount for any partial month during the Term shall be prorated on a per diem basis. The Yearly Compensation will be as follows:

Years 1 and 2: fixed rent at \$92,400 (\$4.62 PSFPY)
Year 3: The greater of \$102,000 (\$5.10 PSFPY) or 10% of Gross Revenues
Year 4: The greater of \$104,550 (\$5.23 PSFPY) or 10% of Gross Revenues
Year 5: The greater of \$107,163.75 (\$5.36 PSFPY) or 10% of Gross Revenues
Year 6: The greater of \$109,842.84 (\$5.49 PSFPY) or 10% of Gross Revenues
Year 7: The greater of \$112,588.91 (\$5.63 PSFPY) or 10% of Gross Revenues
Year 8: The greater of \$115,403.64 (\$5.77 PSFPY) or 10% of Gross Revenues
Year 9: The greater of \$118,288.73 (\$5.91 PSFPY) or 10% of Gross Revenues
Year 10: The greater of \$121,245.95 (\$6.06 PSFPY) or 10% of Gross Revenues
Year 11: The greater of \$124,277.10 (\$6.21 PSFPY) or 10% of Gross Revenues
Year 12: The greater of \$127,384.02 (\$6.37 PSFPY) or 10% of Gross Revenues
Year 13: The greater of \$130,568.62 (\$6.53 PSFPY) or 10% of Gross Revenues
Year 14: The greater of \$133,832.84 (\$6.69 PSFPY) or 10% of Gross Revenues
Year 15: The greater of \$137,178.66 (\$6.86 PSFPY) or 10% of Gross Revenues

The Yearly Compensation for the 5 Year Option will be

Year 16: The greater of 140,608.13 (\$7.03 PSFPY) or 10% of Gross Revenues
Year 17: The greater of 144,123.13 (\$7.21 PSFPY) or 10% of Gross Revenues
Year 18: The greater of 147,726.41 (\$7.39 PSFPY) or 10% of Gross Revenues
Year 19: The greater of 151,419.57 (\$7.57 PSFPY) or 10% of Gross Revenues
Year 20: The greater of 155,205.06 (\$7.76 PSFPY) or 10% of Gross Revenues

By the tenth (10th) day of the second and each succeeding month following the Commencement Date, Tenant shall pay to the City the Percentage of Gross Revenue Fee for the previous month if and to the extent such Percentage Gross Revenue Fee for such month exceeds the Monthly Compensation for such month. At the same time, in a form acceptable to the City, Tenant shall furnish to the Airport's Finance Section and the Concessions Management Section a true and accurate verified revenue statement containing reasonably accurate detail of its Gross Revenues (separately stating parking revenues, if any) for the preceding month. (Form Statement of Gross Revenues is attached hereto as **Exhibit C**). The revenue statement shall be signed by Concessionaire's officer certifying that to the best knowledge of the officer, the Gross Revenue reported and the Monthly Compensation paid by Concessionaire was correct and properly calculated in accordance with the terms of this Agreement.

Any revenue generated from overnight parking is subject to a 10% compensation fee of the total revenues generated from overnight parking. The 10% parking compensation fee shall be payable monthly to the City in accordance with the time and manner obligations set forth in

this Agreement. This Parking Fee is in addition to the Monthly Compensation. The City through its Manager, may from time to time, at the Manager's sole discretion increase the parking compensation fee percentage.

If Tenant is not Open for Business on the Commencement Date, Tenant shall pay Interim Rent from the Commencement Date to the date that Tenant is Open for Business. If the Commencement Date is other than the first day of the month, then the first Interim Rent payment shall be prorated for that month. Thereafter, Interim Rent payment is due on the first day of each calendar month until construction is completed and the Tenant is Open for Business.

5.04. TITLE TO CITY'S COMPENSATION. Immediately upon Tenant's receipt of monies from the sales of services and merchandise which it is authorized to sell under the terms of this Lease Agreement, the percentages of said monies belonging to City shall immediately vest in and become the property of the City. Tenant shall be responsible as trustee for said monies until the same are delivered to City.

5.05. INTEREST ON PAST DUE AMOUNTS. Any payments not made to City when due shall accrue interest at the Past Due Interest Rate, as herein defined.

5.06. PLACE AND MANNER OF PAYMENTS. All sums payable to City hereunder shall be made without notice at the following:

Airport Revenue Fund
Denver International Airport
P. O. Box 492065
Denver, Colorado 80249-2065

or at such other place as the Manager or his authorized representative may hereafter designate by notice in writing to Tenant. All sums shall be made in legal tender of the United States. Any check given to the City shall be received by it subject to collection, and Tenant agrees to pay any charges, fees or costs incurred by the City for such collection, including reasonable attorney's fees.

5.07. BOOKS OF ACCOUNT AND AUDITING. Tenant shall keep or make available upon request true and complete records and accounts of all Gross Revenues and business transacted, including bank deposits. Not later than February 28 of each and every year during the Term hereof, Tenant shall furnish to City a true and accurate statement of the total of all revenues and business transacted during the preceding calendar year (listing the authorized deductions or exclusions in computing the amount of such Gross Revenues and business transactions and including a breakdown of Gross Revenues on a month-by-month basis). Such statement shall be prepared and certified by an independent certified public accountant who has audited the Gross Revenues in accordance with generally accepted accounting procedures for special reports, except that if Tenant is a participant in the Airport's daily revenue reporting program and complies with the conditions of the program as set forth above, such statement may be signed by an officer of Tenant. Such statement shall be furnished for every calendar year in which business was transacted under this Lease Agreement during the whole or any part of the year.

Tenant agrees to establish and maintain a system of bookkeeping satisfactory to City's Auditor. Such system shall be kept in a manner as to allow each location of the Tenant's operations hereunder to be distinguished from all other locations or operations of Tenant. Tenant shall keep and preserve for at least three years, or until sooner audited by City, all sales slips, cash register tapes, sales books, bank books or duplicate deposit slips, and all other evidence of Gross Revenues and business transacted for such period. The City's Auditor and Manager and their respective authorized representatives shall have the right at any time to inspect or audit all of the books of account, bank statements, documents, records, returns, papers and files of Tenant relating to the Gross Revenues and business transacted.

Tenant, upon request, shall make all such documents available for examination within the Denver metropolitan area; or shall pay in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Tenant as appropriate. Such documents shall be available to the City representative within 14 calendar days of the date of the written request. The parties agree that, after execution of this Lease Agreement, any delay in furnishing such records to the City will cause damages to the City which the parties agree are liquidated in the amount of \$350.00 per day for each day the records are unavailable beyond the date established as the City's notice.

If City determines after an audit for any year that the Gross Revenues and business transacted shown by Concessionaire's statement for such year were understated, Tenant shall pay the amount of the deficiency plus interest at the Past Due Interest Rate. If the Gross Revenues were understated by more than 5%, Tenant shall pay to City the reasonable cost of the audit, in addition to the deficiency and interest. The City's right to perform such an audit shall expire three years after Tenant's statement for that year has been delivered to the City.

Tenant agrees that the Manager, the Auditor of the City, or an authorized representative of the Auditor, may inspect any documents, returns, data or reports filed pursuant to Chapter 53 of the Denver Revised Municipal Code by Tenant with the City's Manager of Revenue and any related reports, documents, data or other information generated by the City's Manager of Revenue or employees under the control of such Manager of Revenue in connection with any investigation or audit of Tenant by the City's Department of Revenue. Tenant authorizes and permits the inspection of such documents, data, returns, reports and information by the Manager, Auditor, or an authorized representative of the Auditor, and, further, waives any claim of confidentiality that it may have in connection with such documents, returns, data, reports and information.

5.08. REESTABLISHMENT OF RENTALS, FEES AND CHARGES. The City, through its Manager, may from time to time at the Manager's sole discretion, and subject to the requirements of any outstanding bond ordinance pertaining to the Airport, reestablish the rentals, fees and charges provided for herein. If any such reestablishment of rentals, fees, and charges materially alters the economic terms of this Lease Agreement, Tenant shall have the right to terminate the Lease Agreement upon 60 days written notice after City notifies Tenant of any such material changes.

5.09. APPLICATION OF PAYMENTS. The City may, at its option and its sole discretion, apply any payments received from Tenant to any rental, compensation or other charges which are then due and payable. If the City shall not make any specific application of a payment received from Tenant, then any payment received from Tenant shall be applied first to the other charge, then to compensation which has been overdue for the longest period of time. Payment by Tenant or receipt by City of a lesser amount than the compensation or other charges herein stipulated shall be deemed to be on account of the earliest compensation or other charges due from Tenant to the City. No designation of any payment by Tenant for application to a specific portion of financial obligations thereunder shall be binding upon the City. No endorsements of statement on any check or any letter accompanying any check or payment as compensation or other charges shall be deemed an accord and satisfaction, and the City shall accept such check or payment without prejudice to the City's right to recover the balance of any and all compensation or other charges due from Tenant to the City or to pursue any other remedy provided in this Lease Agreement or by law. Any sums received by the City after termination of this Lease Agreement shall not constitute compensation but shall be received only as reimbursement for use and occupancy of the Lease Premises.

5.10. FAILURE TO FILE MONTHLY OR ANNUAL REPORTS. If Tenant fails to furnish to the City any monthly or annual statement or report of Gross Revenues within the time required by Sections 5.03 or 5.07, then Tenant shall pay within 10 days of demand therefor by City as Additional Rent, a special handling fee of \$100.00 per statement or report per day until such statement or report is delivered to City. This remedy shall be in addition to any and all other of the City's remedies under this Lease Agreement or at law. In addition, if Tenant fails to furnish any two (2) consecutive monthly statements or reports of Gross Revenues within the time required by Sections 5.03 or 5.07, then, without limiting any of the City's other rights under this Lease Agreement, City shall have the right within 10 days' prior written notice to conduct an audit as set forth in Section 5.07, and any and all charges occasioned by reason thereof shall be the sole obligation of Tenant and payable to City on demand.

5.11 CALCULATION OF SQUARE FOOTAGE. Any use of square footage in any calculation in this Lease Agreement shall consist of the leased square footage of the Building as set forth on Exhibit B.

SECTION 6 CONSTRUCTION, OPERATION, AND USE OF LEASE PREMISES

6.01. FACILITIES TO BE CONSTRUCTED. Tenant, at its cost, shall prepare plans and specifications for the facilities to be constructed hereunder (the "New Facilities"). The New Facilities shall be designed by a consultant chosen by Tenant pursuant to current Federal and City law and approved by City, which approval shall not be unreasonably withheld. The plans and specifications shall be subject to the Manager's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant shall provide the preliminary design of the New Facilities to the Manager for approval. All design and construction shall be completed in accordance with the DIA Development Guidelines. Construction of the New Facilities shall be substantially completed (subject only to completion of punchlist items that do not prevent operation of the commercial pet care facility) no later than six months from the Effective Date

(the "Commencement Date"). Nothing in this provision shall prohibit Tenant from commencing construction of the New Facilities earlier than required above.

Upon completion by the Tenant of the Required Construction Items (as defined below), the Tenant shall be entitled to its actual costs for Initial Construction Rent Credit not to exceed the amount listed on the Summary Page. The Tenant agrees to repair the concrete floating along the perimeter of the Building; bring the 600AMP power to the Tenants desired location(s) within the Building; and fix the concrete pad and front door so that the door will open properly (collectively, "Required Construction Items"). Upon completion of these items, the Tenant shall supply DIA with its invoices and supporting data in order to determinate the actual Initial Construction Rent Credit. The Initial Construction Rent Credit shall be amortized over the first year of the Term.

If construction of the Lease Premises is not completed and opened for business by the Commencement Date, Concessionaire shall pay Interim Rent every month until construction is completed and the Lease Premises is Open for Business. For each month due and payable, Interim Rent shall be the amount stated on the Summary Page. The amount of such Interim Rent, which will be prorated daily for any partial month, has been determined based upon numerous considerations including the fact that the City has foregone lost opportunity costs and expended money in reliance upon and based upon Tenant opening for business on the intended Commencement Date as well as Concessionaire's Proposal and Pro Forma. The Manager of Aviation in his/her sole discretion may extend the Commencement Date set forth above without the need for City Council approval.

6.02. PREVAILING WAGE. Tenant shall require its contractors and all of its subcontractors and subtenants to pay every worker, laborer or mechanic employed by them in the performance of the construction of improvements on the Demised Premises prevailing wages, including fringe benefits or their cash equivalent, for the same class and kind of work in the City and County of Denver, as determined by the Career Service Board under the provisions of Section 20-76 of the Denver Revised Municipal Code, to the extent the ordinance applies to Tenant's activities. The wages shall be those prevailing at the time of the contractor's final bid, and Tenant shall require the contractor to submit with its bid the wage schedule applicable. The contractor shall post in a prominent and easily accessible place at the site of the improvements the scale of wages to be paid by the contractor and all subcontractors at any tier working under the contractor. The contractor shall furnish to the Small Business Opportunity Division and to the Auditor or his authorized representative, each week during which work is in progress, a true and correct copy of the payroll records of all workers employed to perform the work. All payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement concerning the records of all workers performing the work, either for the contractors or subcontractors, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as of the contractor's final bid for the work. Compliance with above requirements shall be deemed a work "specification" as such word is used in Section 49-173, Denver Revised Municipal Code. Violation of the prevailing wage requirement and its documentation, herein above set forth, shall result in an order from the Manager of Aviation for

the work to cease until there is satisfactory evidence that the violation has been remedied and will not recur. The issuance of a stop-work order shall not relieve the contractor's surety of any liability on the contractor's bond or bonds, but such a stop-work order shall be deemed a default by the contractor insofar as said surety's obligation is concerned.

6.03. SMALL OR DISADVANTAGED BUSINESS ENTERPRISES.

A. ***M/WBEs.*** Tenant agrees to comply with the Minority Business Enterprises (“MBE”) and Women Business Enterprises (“WBE”) requirements of Article III, Divisions 1 and 3 of Chapter 28, of the Denver Revised Municipal Code (“MBE/WBE Ordinance”), or applicable successor ordinance, in the design and construction of Improvements throughout the term of this Agreement. Tenant agrees to comply with rules and regulations issued by the Director of the Division of Small Business Opportunity (“DSBO”), a division of the Mayor’s Office of Economic Development. The DSBO Director will set goals for each design and construction phase of the Project in accordance with the MBE/WBE Ordinance. Tenant shall meet, or make a good faith effort to meet, such goals. Tenant shall submit to DSBO monthly reports in a form satisfactory to DSBO identifying all MBE and WBE firms and the amounts spent with such firms during the preceding month for the purpose of demonstrating compliance by Tenant with this section.

B. ***SBEs.*** Tenant agrees that it shall provide for participation of Small Business Enterprises (SBEs) in the design and construction of Improvements, in compliance with Article VII, Division 1 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), or any successor ordinance effective at the time of any design and construction which Tenant may carry out during the life of this Agreement. The goal for percentage of design and construction work to be performed by SBE firms is set forth on the Construction Summary Page, and Tenant shall make a good faith effort to meet such goals as have been set in accordance with the ordinance. Further, the City and County of Denver encourages Tenant to utilize SBEs and to divide the design and construction work into economically feasible units or segments to allow the most opportunity for subcontracting.

C. ***ACDBE Obligation.*** This Agreement is subject to the requirements of the U.S. Department of Transportation’s (“DOT”) regulations, 49 CFR Part 23 and 26 as amended. Concessionaire 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, or other agreement covered by 49 CFR Part 23 and 26. Concessionaire agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 and 26 that it enters into and to cause those businesses to similarly include the statements in further agreements. Concessionaire further agrees that it shall comply with all Airport Concession Disadvantaged Business Enterprise (“ACDBE”) regulations of the DOT as they may be adopted or amended from time to time during the Term. The DSBO Director will set goals for Lease. Tenant shall meet, or make a good faith effort to meet, such goals as more fully set forth in **Exhibit F**. Tenant shall submit to DSBO monthly reports in a form satisfactory to DSBO identifying all MBE and WBE firms and the amounts spent with such firms during the preceding month for the purpose of demonstrating compliance by Tenant with this section.

6.04. CAPITAL CONTRIBUTIONS Tenant commits to spending a minimum of Eight Hundred Thousand Dollars (\$800,000.00) for the design, and development, and construction of the new facilities and appurtenances generally in accordance with the approved plans and specifications. The Manager shall approve the final design of the New Facilities and has the authority to approve any material changes in the concept or design of the New Facilities. The Manager's approval shall not be unreasonably withheld, conditioned, or delayed. There will also be a required mid-term refurbishment of 20% of the initial capital investment in either year 7.5 or as approved by the Manager. Tenant may utilize capital investments prior to year 7.5 to meet this 20% refurbishment requirement upon prior approval from the Manager of such capital investment.

6.05. OPERATIONS. Tenant agrees to conduct its business to accommodate the public using the Airport and to operate the facilities in the following manner:

A. Tenant shall operate its facilities in a first-class manner satisfactory to the Manager or his authorized representative consistent with Services and Products Plan which has the prior written approval of the Manager. Tenant's Services and Products Plan has been approved by the Manager and is attached as **Exhibit E**.

B. Tenant shall at all times retain at the Lease Premises an experienced manager fully authorized to represent and act for it in the operation on the Lease Premises and to accept service of all notices provided for herein. At times when this manager is not present at the Airport, Tenant shall assign, or cause to be assigned, a qualified subordinate to be in charge of the Lease Premises, services and facilities and to be available at the Lease Premises to act for such manager.

C. During the required hours of operation, Tenant shall provide personnel in sufficient number and quality necessary to conveniently and efficiently serve the public. Such personnel shall be thoroughly qualified, familiar with the business, courteous, informative and helpful to the public. The attire of such personnel shall be of the highest character and in keeping with that worn by personnel in similar first-class businesses in the Denver metropolitan area. Personnel shall be attired in identifiable dress and at all times possess visible identification as to their name and employer.

D. Tenant shall provide in a prompt and timely fashion, at a reasonable cost to the traveling public, a jump start for vehicles utilizing its facilities and roadways. Tenant may charge reasonable towing fees for vehicles needing towing services.

E. **Pricing and Merchandise Lists.** Tenant shall charge only fair and reasonable prices for its specialty retail merchandise and items, subject to the following conditions:

1. Tenant's proposed list of services and items to be offered for sale and prices to be charged for each item is attached hereto as **Exhibit E** ("Services and Products Plan"). Tenant agrees to submit a final list of items to be offered for sale and prices to be charged 60 days prior to the Commencement Date. The Tenant's Services and Products Plan shall be provided to the City by the Tenant 60 days prior to the date Tenant's Open for Business. Tenant's Services and Products Plan shall consist of Tenant's plans for its

design, proposed brand(s), proposed services and prices. Once accepted and approved by the City, the Tenants Services and Products Plan shall be finalized and memorialized as **Exhibit E**.

2. In order to ensure reasonable pricing for Airport customers, the Airport's current policy allows concessionaires to charge up to a maximum of 110% of the off-Airport or "street" price. Items with a pre-printed MSRP, such as newspapers, books, or periodicals, cannot be priced above the preprinted MSRP. Items with a pre-marked package price must be sold for the pre-marked package price. For branded concessions, the pricing comparison will be made by applying 110% against the same items or merchandise sold at the off-Airport branded locations as listed in **Exhibit E**, Comparable Street Pricing. Taxes will be excluded in the comparison. If the Parties mutually agree, **Exhibit E** may be modified from time to time to reflect approved changes in Tenant's business concept or changes in the marketplace. If the Parties fail to mutually agree, however, the City will select the replacement location and revise **Exhibit E**.

3. Tenant may change prices as long as they comply with the foregoing requirements. No less than two (2) weeks prior to any such price change, Tenant shall provide the City with written notice of the proposed price changes. Such price changes shall be certified by an officer under oath confirming that the new prices comply with the requirements of this Agreement. Such new prices shall take effect no sooner than the opening of business two weeks after the City receives Tenant's written notice, unless the City provides Tenant with a written objection to such change. If the City objects, the price change shall not be implemented until the City provides its prior written approval. Without exception, such price changes shall be subject to the City's approval. To fully comply with the Airport's pricing policy and the requirements of this Agreement, Tenant agrees to promptly discontinue any non-conforming price immediately after receiving written notice from the City.

4. Each merchandise list utilized shall conform to all applicable laws and regulations respecting truth-in-advertising. Prices are to be clear, legible, and conspicuously visible to customers prior to their making a purchase. Tenant shall not in any manner misrepresent to its customers the quality, grade, point of origin, size, or weight of items sold. Further, Tenant shall not utilize false or deceptive merchandising terms or advertising. Where an item has a pre-marked or suggested retail price established by the manufacturer or distributor, Tenant shall not charge a price to the public higher than such pre-marked or suggested retail price. Without exception, changes to specialty retail merchandise items shall be subject to the City's prior written approval. Tenant agrees to promptly discontinue any unapproved item immediately after receiving written notice from the City. Tenant will submit new specialty retail merchandise lists to the City when items or pricing changes are approved. Such new lists will automatically replace and supersede any older specialty retail merchandise lists. From time to time, the City at its sole discretion may require Tenant to offer for sale other items that the City determines are necessary to serve the traveling public and which will not require any additional equipment or increase operating costs, unless Tenant establishes to the City's satisfaction that doing so would cause Tenant to be in default under its franchise or license Agreement, if any.

F. The Manager or his authorized representative shall have the right to make reasonable objections to the quality and character of the service rendered the public, and the appearance and condition of the Lease Premises. Tenant agrees to promptly discontinue or remedy any objectionable practice or condition within five (5) days after written notice by the Manager or her authorized representative.

6.06. SERVICES AND PRODUCTS PLAN. Tenant shall provide the services set forth in **Exhibit E**. If Tenant desires to change prices and/or offer additional services, Tenant shall prepare a supplemental services plan indicating the additional services to be offered and the prices to be charged for each item. Any supplemental Services and Products Plan shall be subject to prior approval by the Manager or her authorized representative, and such approval shall not be unreasonably withheld. Tenant shall not provide other services or engage in any activity not specifically provided for under the terms of this Lease Agreement, unless otherwise authorized in writing by the Manager or her authorized representative.

6.07. HOURS OF OPERATION. Tenant agrees to keep its Lease Premises open for business to the public 24 hours per day, seven days per week. Tenant shall use its best efforts to respond to any weather emergency and/or flight diversion situations that might require additional staffing beyond the normal staffing requirements.

6.08. CARE OF AREA. Tenant agrees that it will keep the Lease 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. Tenant, at its own expense, shall collect and deposit all trash and refuse at frequent intervals from the Lease Premises. Accumulation of boxes, cartons, barrels or other similar items shall not be permitted outside enclosed areas on the Lease Premises.

6.09. SALES AND DIGNIFIED USE. Tenant shall ensure that all personnel refrain from any loud, boisterous, offensive, or inappropriate conduct and that personnel treat all customers professionally, equally, and courteously, including addressing customers without regard to race, creed, color, national origin, ethnicity, age, disability, gender, or sexual orientation. Tenant shall use reasonable efforts to employ an adequate number of bilingual personnel to serve English and non-English-speaking customers as market demand may warrant. Tenant's employees and agents shall not engage in "high pressure" sales tactics (such as "hawking" or "haggling") or unfair or deceptive trade practices in the operation of the concession. Tenant shall not conduct a public or private auction, fire sale, going out of business, bankruptcy sale, or similar types of sales in or from the Lease Premises without the City's prior written approval unless otherwise approved by the Manager or the Manager's Authorized Representative. The Lease Premises shall be used only in a dignified and ethical manner.

6.10. VENDING MACHINES. No amusement or vending machines or other machines operated by coins, tokens or currency shall be installed or maintained in or upon the Lease Premises except with the written permission of the Manager or his 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; money orders and checks; and operation of mechanical or electronic game devices, electronic video games, and entertainment devices.

6.11. COMPLIANCE WITH ALL LAWS AND REGULATIONS. Tenant agrees not to use or permit the Lease 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 the City and County of Denver, or not authorized hereunder, and it further agrees that it will use the Lease Premises in accordance with all applicable federal, state and local laws and all general rules and regulations adopted by the City or the Manager for the management, operation and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations, requirements or actions of the Federal Aviation Administration or other authorized federal agency. Tenant further agrees to submit any report or reports or information which the City is required by law or regulation to obtain from Tenant or which the Manager may request relating to Tenant's operations.

A. Illegal Use. Tenant agrees not to use or permit the Lease 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 the City and County of Denver. Tenant further agrees that it will use the Lease Premises in accordance with all applicable federal, state, and local laws and will observe and comply with all general rules, regulations, standards, and guidelines adopted by the City or the Manager for the management, operation, and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations or actions of the Federal Aviation Administration or other authorized federal agency, as they may be amended from time to time ("Airport Rules and Regulations"). Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Agreement in the manner as if the same were contained herein as covenants. Tenant agrees to comply with Federal, State and Local Disadvantaged Business..

B. Americans with Disabilities Act. Without limiting the foregoing, Tenant shall determine and assess the requirements to design, construct, and operate and shall at all times maintain the Lease Premises in accordance with and in compliance with the requirements of the Americans with Disabilities Act ("ADA"), 42 USC §12,000 et seq., including the ADA Accessibility Guidelines and all federal regulations adopted pursuant to the ADA. In the event that compliance cannot be achieved, Tenant shall proceed formally to the federal agency having jurisdiction for a waiver of compliance. In order to comply with any requirements of the ADA or any other laws, codes, or regulations, the City may demand that Tenant reimburse the City for costs incurred by the City to make any additions, alterations, or improvements to any part of the Airport to effect such compliance if Tenant uses, occupies, or makes any alterations, additions, or improvements to the Lease Premises in a manner that makes the Lease Premises non-compliant.

6.12. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS. Tenant, in conducting any activity on the Lease Premises, shall comply with the DIA Environmental Guidelines, all applicable airport, local, state and federal rules, regulations, statutes, laws or orders including, but not limited to, requirements regarding the storage, use and disposal of hazardous materials, petroleum products, or any other substance. Tenant shall acquire all necessary federal, state, local and airport permits and comply with all permit requirements. Any hazardous materials not normally used in Tenant's operations hereunder are barred from the Lease Premises. Tenant shall identify all hazardous materials to be used at the Lease Premises. For purposes of this Lease Agreement, hazardous materials shall mean any flammable, explosive

or radioactive material, petroleum products, or any substance defined as or included within the definition of "hazardous substance," "hazardous waste," "hazardous materials" or "toxic substances" under any applicable federal, state or local law or regulation. Tenant hereby specifically agrees to indemnify and hold City harmless from and against any and all claims, losses, liability, remedial action requirements, enforcement actions of any kind, or costs and expenses, including attorney fees, incurred in connection with or arising from the presence of any hazardous materials or release of any hazardous materials on, under or emanating from the Lease Premises relating to use or occupation of the Lease Premises, or any activity undertaken on or off the Lease Premises in connection with cleanup, handling, treatment, transport or disposal of any hazardous materials on or emanating from the Lease Premises relating to Tenant's use or occupation of the Lease Premises.

In the event of a release or threatened release of substance relating to or arising out of the Tenant's use or occupancy of the Lease Premises, or in the event any claim, demand, action or notice is made against the Tenant with regard to the Tenant's failure or alleged failure to comply with any requirement hereunder, the Tenant immediately shall notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made. Tenant shall also undertake all actions necessary to remedy or remove any hazardous materials and any other contamination discovered on or under the Lease Premises introduced by or affected by Tenant as is necessary to restore the Lease Premises to either its condition immediately prior to the initiation of the Lease Agreement or to a condition in compliance with all applicable local, state, federal or Airport laws, rules, regulations or orders, at the City's sole discretion. This work shall be performed at Tenant's expense and the City shall have the right to review and inspect all such work at any time using consultants and representatives of the City's choice. Tenant shall further conduct surface and subsurface monitoring pertaining to Tenant's activities hereunder to ensure compliance with applicable laws, rules, regulations and permits.

Tenant, at the request of City, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that the Tenant has prepared pursuant to any requirement hereunder or submitted to any governmental or regulatory agency. If there is a requirement to file any notice or report of a release or threatened release of a substance on, under or about the Lease Premises, Tenant shall provide a copy of such report or notice to the City.

The City shall have a right of access to the Lease Premises without prior notice to inspect the same to confirm that Tenant is using the Lease Premises in accordance with this Lease Agreement. At the City's request, Tenant shall conduct any further testing and analysis as is necessary to ascertain whether the Tenant is in compliance with this Lease Agreement.

6.13. WASTE OR IMPAIRMENT OF VALUE. Tenant agrees that nothing shall be done or kept on the Lease Premises which might impair the value of the City's property or which would constitute waste or a public or private nuisance.

6.14. STRUCTURAL OR ELECTRICAL OVERLOADING. Tenant agrees that nothing shall be done or kept on the Lease Premises and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Lease Improvements which might result in an overload of utility lines serving the Airport or interfere with electric, electronic or other

equipment at the Airport. In the event of violations hereof, Tenant agrees to immediately remedy the violation at Tenant's expense.

6.15. NOISE, ODORS, VIBRATIONS AND OTHER ANNOYANCES. Tenant shall conduct its operations in an orderly and proper manner so as not to commit any nuisance on the Lease Premises or annoy, disturb or be offensive to others at the Airport and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, vapors, odors, lights and vibrations.

6.16. ACCESSIBILITY. Tenant shall not do or permit to be done anything which might interfere with or hinder police, firefighting or other emergency personnel in the discharge of their duties.

6.17. NO AUCTION. Tenant agrees not to allow or permit any sale by auction or hawking on the Lease Premises.

6.18. RESTRICTION ON CHANGES AND ALTERATIONS. Subject to the requirements of the section herein entitled "Renovation of Lease Premises," Tenant agrees not to improve, change, alter, add to, remove or demolish all or any of the Lease Improvements without the prior written consent of the Manager or his authorized representative. Tenant must comply with all conditions which may be imposed by the Manager. Full and complete specifications for all work and improvements, along with a statement of the time required to complete such work shall be submitted to and approved in writing by the Manager or his authorized representative before construction work commences. Four copies of plans for all changes or alterations shall be given to the Deputy Manager, Airport Engineering for review and written approval prior to commencement of construction. After City's final approval, City shall return to Tenant one approved copy for its records and shall retain one approved copy as an official record thereof.

First-class standards of design and construction will be required in connection with all such work, facilities and improvements, and all improvements shall conform with applicable statutes, ordinances, building codes, regulations and other general requirements of City, including but not limited to compliance with DIA Design Standards and DIA Development Guidelines, procurement of general liability and builder's risk insurance and performance and payment bonds, and compliance with worker's compensation, prevailing wage pursuant to Denver Revised Municipal Code Section 20-76 et seq., MBE/WBE participation requirements, and compliance with the Americans with Disabilities Act, 42 U.S.C. 12,000 et seq., and its regulations. The approval given by City shall not constitute a representation or warranty as to such conformity; responsibility therefor shall at all times remain with Tenant.

Approval of the City shall extend to and include consideration of architectural and aesthetic matters, and City expressly reserves the right to reject any designs submitted and to require Tenant to resubmit designs and layout proposals until they meet with City's approval, which approval shall not be unreasonably withheld. City agrees to act promptly upon a request for approval of such plans and/or revisions thereto.

6.19. RENOVATION OF LEASE PREMISES. Tenant shall provide design plans and specifications of any proposed renovations of the Lease Improvements costing more than Fifteen

Thousand Dollars (\$15,000) for the approval of the Manager or his authorized representative. Full and complete specifications for all work and improvements, along with a statement of the time required to complete such renovations, shall be submitted to and approved in writing by the Manager or his authorized representative before renovation and/or construction work commences. Four copies of plans for all renovations shall be given to the Deputy Manager, Airport Engineering for review and written approval prior to commencement of construction.

First-class standards of design and construction will be required in connection with all such renovation work, and all renovation improvements shall conform with applicable statutes, ordinances, building codes, regulations and other general requirements of City, including but not limited to compliance with DIA Design Standards and DIA Tenant Development Guidelines, procurement of general liability and builder's risk insurance and performance and payments bonds, and compliance with worker's compensation, prevailing wage, and compliance with the Americans with Disabilities Act, 42 U.S.C. 12,000 et seq., and its regulations. The approval given by City shall not constitute a representation or warranty as to such conformity; responsibility therefor shall at all times remain with Tenant.

Approval of the City shall extend to and include consideration of architectural and aesthetic matters, and City expressly reserves the right to reject any designs for renovation submitted and to require Tenant to resubmit designs and layout proposals until they meet with City's approval.

6.20. TITLE TO IMPROVEMENTS. Tenant agrees that all improvements to the Lease Premises or Airport property, including approved changes and renovations, which are affixed to the realty shall become the property of the City upon their completion and acceptance by City.

6.21. REMOVAL OF TENANT'S EQUIPMENT. Tenant shall retain title to and shall remove, at its sole cost, prior to the expiration or termination of this Lease Agreement, all of Tenant's Equipment, which includes signage, trade fixtures, computer equipment, vehicles, revenue control equipment and other personal property used in the operation of the Lease Premises, which have been purchased by Tenant for the use on the Land or Building. If such removal shall injure or damage the Land or Building, Tenant agrees, at its sole cost, at or prior to the expiration or termination of this Lease Agreement, to repair such injury or damage in good and workmanlike fashion and to place the Land or Building in the same condition as the Land or Building would have been if such Tenant's Equipment had not been installed. If Tenant fails to remove any of Tenant's Equipment by the expiration or termination of this Lease Agreement, City may, at its option, keep and retain any such Tenant's Equipment or dispose of the same and retain any proceeds therefrom, and City shall be entitled to recover from Tenant any costs of City in removing the same and in restoring the Land or Building in excess of the actual proceeds, if any, received by City from disposition thereof. In addition, if City removes any of Tenant's Equipment, Tenant hereby specifically agrees to indemnify and hold City harmless from all costs, losses, expenses or damages incurred in relation to the removal of Tenant's Equipment, including without limitation all costs of associated remedial actions, fines or penalties, reasonable attorney fees, engineering fees and other professional expert fees.

6.22. NO OTHER ENCUMBRANCES. Tenant covenants and agrees not to obtain any financing secured by Tenant's interest in the Lease Premises and not to encumber the Lease Premises or City property or Tenant's interest therein without the prior written consent of the Manager, and to keep the Lease Premises free from all liens and encumbrances except liens and encumbrances created by City.

**SECTION 7
UTILITIES, DRAINAGE, MAINTENANCE AND SERVICES**

7.01. UTILITIES. Tenant, at its sole cost and expense, shall make and obtain all utility connections, hook-ups or taps as necessary for the operation of the improvements on the Lease Premises and shall secure all necessary applications and permits and shall pay all application and permit fees, hook-up or tap fees. Tenant further agrees at its sole cost and expense to provide either meters adequate to measure the amount of utilities and water used or consumed and to maintain said equipment in such a manner as to supply accurate measurements of such usage and consumption; or to pay the City flat fee to for its usage of any and all utilities used on the Lease Premises. The flat fee utility amount shall be determined by the City and billed separately to the Tenant. The Tenant shall be responsible for the payment of all utilities required for operations on the Lease Premises. City represents to Tenant that gas and electrical lines are installed to the building.

7.02. DRAINAGE. If Tenant constructs new additional improvements on the Land that change the surface or the grade of the Land, Tenant shall either be responsible for detaining on the Land the developed flow from its improvements and discharging such flow at its historic rate or constructing offsite detention ponds at a location acceptable to the Manager and Tenant shall maintain such drainage facilities. Tenant agrees to insure that an agreement for drainage crossing or slope created by Tenant's construction and any discharge point from the Land shall be constructed with capacity to pass storm from the 100-year developed flow with adequate freeboard in accordance with the requirements of Urban Drainage and Flood Control District and the City. Tenant shall keep such drainage ways on the Land clear of debris and obstructions and maintain them in good condition for the passage of the required flow and avoid erosion degradation.

7.03. MAINTENANCE. The cost of maintenance, care and any necessary replacement of the Lease Improvements and/or Lease Premises shall be borne by Tenant. Tenant agrees, at its expense and without cost or expense to the City, during the Term hereof that:

A. Tenant shall keep the Lease Improvements in good order and condition and will make all necessary and appropriate repairs and replacements thereof promptly and in a good and workmanlike fashion without diminishing the original quality of such improvements;

B. Tenant shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Lease Premises or to be disposed of improperly;

C. Tenant shall provide and maintain obstruction lights and all similar equipment or devices now or at any time required by any applicable law, ordinance or municipal, state or federal regulation;

D. Tenant shall be responsible for the removal of snow and ice on the Lease Premises and on access road improvements within the Land;

E. Tenant shall be responsible for the maintenance, replacement and upkeep of the grass, shrubs, trees and all landscaped areas on the Lease Premises;

F. Tenant shall appropriately light, maintain and repair all access roadways and circulation and pedestrian areas located on the Lease Premises; and

G. The Manager or her authorized representative shall have the right to make reasonable objections regarding the maintenance and appearance of the Lease Premises. Tenant agrees to promptly discontinue or remedy any objectionable condition within five (5) days after written notice by the Manager or his authorized representative.

H. In the event of an emergency repair situation, Tenant must notify the City of the repair situation as soon as possible. Following such notice, the City may inspect the repair work and require alterations if the repair is not satisfactory to the City. Notwithstanding any provision to the contrary, all repairs requiring shutdown of any Airport system require prior written approval of the Manager or the Manager's Authorized Representative. If an emergency repair is completed by the City, the City shall invoice any or all Tenant who may have contributed to the cause of the incident.

I. The Airport will be responsible for structural repairs not caused by the tenant. The Tenant will be responsible for all building systems within their leased space after occupancy.

7.04. COMMON USE SERVICES. The Manager may establish common use services at the Airport, including but not limited to trash and refuse removal, deliveries, industrial waste handling, recycling, and security guards. The Manager 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 Tenant may be required to use and pay its prorata actual share; however, other common use services may be utilized at Tenant's option. Tenant agrees to pay the charges for those common use services which are utilized by Tenant.

7.05. STREET IMPROVEMENT AND DRAINAGE DISTRICT. The Manager may establish street improvement or drainage districts for the construction or maintenance of common street improvements and drainage improvements respectively. Tenant may be required to participate in and pay its prorata share based upon Tenant's specific benefits for the construction and maintenance of such common improvements.

7.06. INTERRUPTION OF SERVICES. Tenant 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 the City. The 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 the Tenant 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. Tenant hereby agrees to release and indemnify and save harmless the City, its officers, agents and employees from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, its construction and/or operations in connection herewith, or its use or occupancy of any portion of the Airport and including acts and omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of the Tenant; provided, that the Tenant need not release, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and employees. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Tenant hereunder.

8.02. INSURANCE.

A. Required Insurance. Concessionaire agrees to secure at its own expense and to keep in force at all times during the Term (or any extended term) hereof, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of obligations under this Agreement by Concessionaire, its agents, representatives, or employees. The types and amounts of insurance coverage Concessionaire must procure are specified in the Certificate of Insurance for Aviation, attached hereto as **Exhibit D**. Insurance requirements set forth on **Exhibit D** do not limit in any way the indemnity covenants contained in this Agreement or the amount or scope of liability of Concessionaire under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the City is willing to accept to help insure full performance of all terms and conditions of this Agreement. Concessionaire specifically agrees to comply with each condition, requirement, or specification set forth in **Exhibit D** during all periods when the required coverage is in effect. Insurance must be maintained without any lapse in coverage during the entire Term (or any extended term) of this Agreement. Insurance canceled without the City's consent or failure by Concessionaire to provide evidence of renewal within forty-eight (48) hours after written notice by the City is a material breach and shall be deemed an immediate event of default under this Agreement. If at any time any of the insurance policies shall be or become unsatisfactory to the City as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the City, Concessionaire shall promptly obtain a new and satisfactory replacement policy and give the City an updated certificate of insurance that complies with the new insurance requirements of the City.

B. Mutual Waiver of Subrogation. Concessionaire and the City waive any right of action that they and/or their insurance carriers might have against each other (including their respective employees, officers, commissioners, or agents) or against other tenants of the Airport for any loss, cost, damage, or expense (collectively "Loss") to the extent that such loss or damage is covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement and to the extent that such proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Concessionaire also waives any right of action it and/or its insurance carrier might have against the City (including its respective employees, officers, commissioners, or agents) for any Loss described in this agreement, whether or not such Loss is insured. If any of Concessionaire's applicable insurance policies do not allow the insured to waive the insurer's rights of subrogation prior to a Loss, Concessionaire shall cause it to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this section.

C. Certificates Required. All certificates required by this Agreement (including renewal certificates) shall be sent directly to Denver International Airport, Concessions Management Section, Airport Office Building, Room 9870, 8500 Pena Boulevard, Denver, Colorado 80249. The City's contract control number for this Agreement shall be noted on each certificate of insurance. Certificates evidencing the existence of the policies, in such form as the City may require, shall be delivered to the City prior to the Target Possession Date. Upon written request by the City, Concessionaire agrees to furnish to the City at any time thereafter during the Term (or any extended term) of this Agreement the original or a certified copy of said policy or policies.

D. Concessionaire's Risk. The City in no way warrants that the minimum limits contained herein are sufficient to protect Concessionaire from liabilities that might arise out of the performance of the terms and conditions of this Agreement by Concessionaire, its agents, representatives, or employees. Concessionaire shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Concessionaire is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall the City be liable for any: (i) business interruption or other consequential damages sustained by Concessionaire; (ii) damage, theft, or destruction of Concessionaire's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. Governmental Immunity. The Parties 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 Agreement, monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials, and employees.

8.03. SURETY OR BOND. Upon execution of this Lease Agreement, Tenant shall deliver to the Manager, and maintain in effect at all times throughout the Term, an irrevocable letter of credit, or such other acceptable surety or bond as first approved in writing by City, in the amount set forth on the Summary Page. Such surety or bond shall be payable without condition

to the City and guarantee to the City full and faithful performance of all of the terms and provisions of this Lease Agreement by Tenant, as said Lease Agreement may be amended, supplemented or extended.

All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City. If a bond is executed by an attorney-in-fact of the surety, a power of attorney must be attached to the bond.

8.04. NO PERSONAL LIABILITY. No employee of the City shall be held personally liable under this Lease Agreement or because of its execution or attempted execution.

8.05. TAXES, LICENSES, LIENS AND FEES. Tenant 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 Lease Premises and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Tenant also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Land, the Lease Premises or improvements thereto, or any part thereof, by reason of any construction work or labor performed or materials furnished by any mechanic or materialman. Tenant agrees to furnish to the Manager, 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. Tenant 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, encumbrance, judgment or execution to be filed against the Lease Premises or improvements thereon which will in any way impair the rights of the City under this Lease Agreement.

SECTION 9 DEFAULT AND REMEDIES

9.01. DEFAULT. Tenant shall be in default under this Lease Agreement if Tenant:

- A. Fails to timely pay when due to City the compensation, rent or any other payment required hereunder; or
- B. 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; or
- C. Transfers its interest under this Lease Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation with the exception of an Affiliate as defined in Section 11.05; or
- D. Abandons, deserts or vacates the Lease Premises; or

E. Suffers any lien or attachment to be filed against the Lease Premises, the Airport or City's property because of any act or omission of Tenant, and such lien or attachment is not discharged or contested by Tenant in good faith by proper legal proceedings within 20 days after receipt of notice thereof by Tenant; or

F. Fails to keep, perform and observe any other promise, covenant or agreement set forth in this Lease Agreement and such failure continues for a period of more than 30 days after delivery by Manager 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 Tenant within 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

G. Gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Tenant for its use under this Lease Agreement.

9.02. REMEDIES. If Tenant defaults in any of the covenants, terms and conditions herein, the City may exercise any one or more of the following remedies:

A. If Tenant fails to perform any of Tenant's obligations under this Agreement, the City, without waiving any of its remedies pursuant to this Agreement, may but shall not be obligated to perform the same for the account of and at the expense of Tenant without notice in a case of emergency, and in any other cases, after such failure continues after the expiration of thirty (30) days from the date the City gives Tenant written notice of the failure specifying the details. The City may elect to perform work at the City's standard rates or have work performed by a contractor hired by the City. Upon demand, Tenant agrees to reimburse the City and Tenant shall pay the reasonable cost thereof to the City plus an administrative fee of twenty percent (20 %). The City shall not be liable to Tenant for any claim for damages resulting from such remedial action by the City.

B. The City may elect to allow this Lease 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 rent as it becomes due together with Past Due Interest; or

C. The City may cancel and terminate this Lease Agreement and repossess the Lease Premises, with process of law, and without liability for so doing, upon giving 30 days written notice to Tenant of its intention to terminate, at the end of which time all the rights hereunder of the Tenant shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days. Notwithstanding the foregoing, Tenant shall be allowed only two notices of default hereunder which it may cure within the 30 -day time specified in this section. The third and any additional notice thereafter shall be cured by Tenant within 15 days and if Tenant fails to cure within such time frame, then City at its sole option may (1) cancel and terminate all of the rights hereunder of the Tenant, and the City may, upon the date specified in such notice, reenter the Lease Premises and remove therefrom all property of the Tenant and store the same at the expense of the Tenant, or (2) elect to proceed under subparagraph C. below.

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

D. The City may elect to reenter and take possession of the Lease Premises and expel Tenant or any person claiming under Tenant subject to the time period set forth in Section 9.01(F), 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 Lease Agreement unless a written notice specifically so states; however, the City reserves the right to terminate the Lease Agreement at any time after reentry. Following reentry, the City may relet the Lease Premises, or any portion thereof, for the account of Tenant, on such terms and conditions as the City may choose, and may make such repairs or improvements as it deems appropriate to accomplish the reletting. The City shall not be responsible for any failure to relet or any failure to collect rent due for such reletting.

Tenant shall be liable to City for all costs of reletting, including reasonable attorney's fees and repairs or improvements. Notwithstanding re-entry by the City, Tenant shall continue to be liable for all amounts due as rent under this Lease Agreement, on the dates specified and in such amounts as would be payable if default had not occurred. Upon expiration of the Term, or any earlier termination of the Lease Agreement by the City, the City, having credited to the account of Tenant any amounts recovered through reletting, shall refund, without interest, any amount which exceeds the rent, damages, and costs payable by Tenant under this Lease Agreement.

9.03. REMEDIES CUMULATIVE.

A. Remedies Cumulative and Concurrent. The remedies provided in this Lease Agreement shall be cumulative, concurrent, and not exclusive.

B. Recovery of Space. No termination of this Agreement or the taking or recovering of the Lease Premises shall deprive the City of any of its remedies or actions against Tenant for Compensation due at the time or which, under the terms hereof, would in the future become due. Nor shall the bringing of any action for unpaid Compensation or breach of covenant or resort to any other remedy herein provided for the recovery of unpaid Compensation be construed as a waiver of the right to obtain possession of the Lease Premises.

9.04. ADMINISTRATIVE HEARING. Disputes arising out of this Lease Agreement shall be resolved by administrative hearing before the Manager 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 the 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 Lease Agreement, no failure by City to exercise any right or remedy under this Lease Agreement, and no acceptance of full or partial payment during

the continuance of any default by Tenant 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 Tenant.

SECTION 10 DAMAGE, DESTRUCTION OR LOSS

10.01. DAMAGE TO OR DESTRUCTION OF LEASE PREMISES. If the Lease Improvements, or any portion thereof, are destroyed or damaged by fire, the elements or otherwise, the Tenant shall promptly remove all debris resulting from such damage to the Lease Improvements and shall at its sole cost and expense repair and/or reconstruct the Lease Improvements with due diligence in accordance with the plans and specifications for the Lease Premises as they existed prior to such damage or according to the current needs of the Tenant as approved by the Manager.

10.02. LOSS OR DAMAGE TO PROPERTY. City shall not be liable for any loss of property by theft or burglary from the Airport or for any damage to person or property on the Airport resulting from electric lighting, or water, rain or snow, which may come into or issue or flow from any part of the Airport or Airport Site, or from the pipes thereof, or that may be caused by the City's employees or any other cause, and Tenant agrees to make no claim for any such loss or damage at any time.

10.03. RELEASE OF CITY. The parties hereto agree that the City shall not be liable to Tenant for any injury to or death of any of the Tenant's agents, representatives or employees or of any other person or for any damage to any of Tenant's property or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death or damage is due to negligence or otherwise.

SECTION 11 MISCELLANEOUS PROVISIONS

11.01. ADVERTISING AND PUBLIC DISPLAYS. Tenant shall not install or have installed or allow to be installed upon or within the Lease Premises, without the prior written approval of the Manager or his authorized representative, any sign on the Land which is visible to the exterior of the buildings or on the Land, either lighted or unlighted, static or animated, poster, banners 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 DIA Design Standards. Permission will not be granted for any advertising which fails to comply with DIA Design Standards or DIA Development Guidelines, or any advertising material, fixture or equipment which extends beyond the Lease Premises.

11.02. AGREEMENT BINDING UPON SUCCESSORS. This Lease Agreement, subject to the provisions of the section entitled "Assignment", shall be binding upon and extend to the heirs, personal representatives, successors and assigns of the respective parties hereto.

11.03. AGREEMENT MADE IN COLORADO. This Lease Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado.

11.04. AGREEMENT SUBORDINATE TO AGREEMENTS WITH UNITED STATES. This Lease Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, 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 and the expenditure of federal funds for the development of the Airport or airport system. The provisions of the attached Appendices 1, 2 and 3 are incorporated herein by reference.

11.05. ASSIGNMENT. Tenant covenants and agrees not to assign, pledge, transfer or sublet its rights in this Lease Agreement, in whole or in part, nor grant any license or concession hereunder, except as otherwise provided herein, without the prior written consent of the Manager, which shall not be unreasonably withheld. Any attempt by the Tenant, except as required herein, to assign or in any way transfer its interest in this Lease Agreement, in whole or in part, without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Lease Agreement and all rights of the Tenant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Manager. Notwithstanding any provisions to the contrary in this Lease Agreement, an assignment or transfer of Tenant's right in this Lease Agreement to any entity which controls, is controlled by or is under common control with Tenant ("Affiliate Assignment") shall not be deemed an assignment for purposes of this Section 11.05; provided, however, that any such Affiliate Assignment shall not release the Tenant from its obligations under this Lease Agreement.

11.06. BOND ORDINANCES. This Lease Agreement 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. The parties to this Lease Agreement acknowledge and agree that all property subject to this Lease Agreement which was financed by the net proceeds of tax-exempt bonds is owned by the City, and Tenant 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 Tenant agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this Lease Agreement) not to claim depreciation or an investment credit with respect to any property subject to this Lease Agreement 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.

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 Lease Agreement due to causes which were not reasonably foreseeable and 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

Airport Commercial Office
Denver International Airport
8500 Pena Boulevard, 9th Floor
Denver, Colorado 80249-6340

Tenant: Paradise 4 Paws DIA, LLC
Attn: Saq Nadeem
10516 United Parkway
Schiller Park, IL 60176

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 Tenant or Manager.

11.13. PARAGRAPH HEADINGS. The paragraph headings herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

11.14. PATENTS AND TRADEMARKS. Tenant 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 Lease Agreement. Tenant agrees to save and hold harmless the 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 Tenant under this Lease Agreement.

11.15. SECURITY. Tenant shall cause its officers, contractors, agents and employees to comply with any and all existing and future security regulations adopted by the City pursuant to Part 107, Federal Air Regulations of the Federal Aviation Administration, as it may be amended from time to time.

11.16. SEVERABILITY. If any provision in this Lease Agreement is held by a court to be invalid, the validity of other provisions herein which are severable shall be unaffected.

11.17. THIRD PARTIES. This Lease Agreement shall not be deemed to confer upon any third party or parties (except parties to whom the Tenant may assign this Lease Agreement in accordance with the terms hereof, and except any successor to the City) any right to claim damages or to bring any action or proceeding against either the City or the Tenant because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

11.18. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. Tenant, 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. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Tenant from City facilities or participating in City operations.

11.19. CITY SMOKING POLICY. Tenant and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order 99 dated July 2, 1990, or any successor thereto, prohibiting smoking in all City buildings and facilities. Tenant agrees that it will prohibit smoking by its employees and the public on the Lease Premises.

11.20. NONDISCRIMINATION. In connection with the performance of work under this Lease Agreement, Tenant 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 Tenant further agrees to insert the foregoing provision in all subcontracts hereunder.

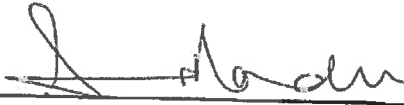
11.21. ENTIRE AGREEMENT. The parties agree that the provisions herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No amendments, unless expressly reserved to the Manager herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Lease Agreement.

11.22. FINAL APPROVAL. This Lease Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver.

**[END OF AGREEMENT]
[SIGNATURES AND EXHIBITS FOLLOW]**

Contract Control Number: PLANE-201311048-00

Contractor Name: Paradise 4 Paws DIA, LLC

By: 

Name: SAQIB NAHEED
(please print)

Title: MANAGER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PLANE-201311048-00

Contractor Name: Paradise 4 Paws DIA, 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:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the Consultant, 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 shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 Regulations, orders, 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 of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall 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 the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such 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, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

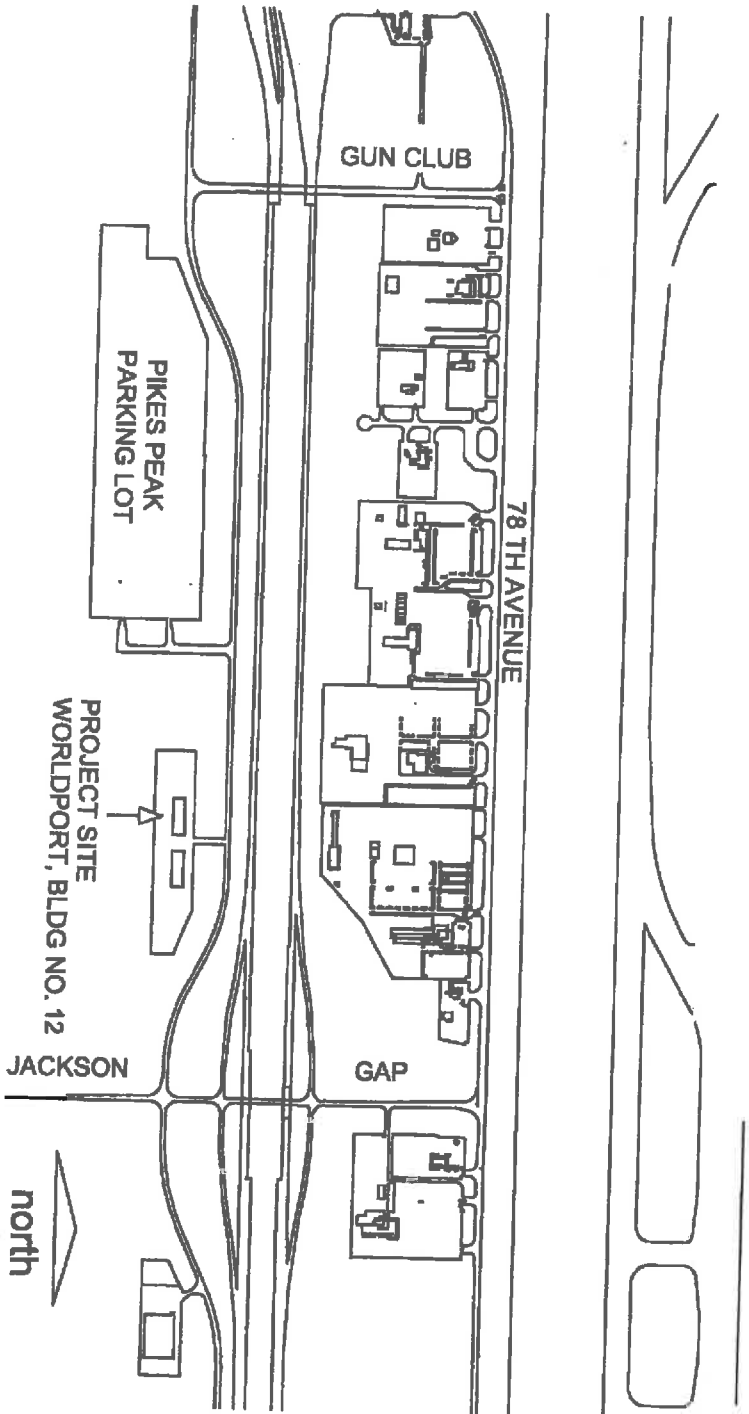
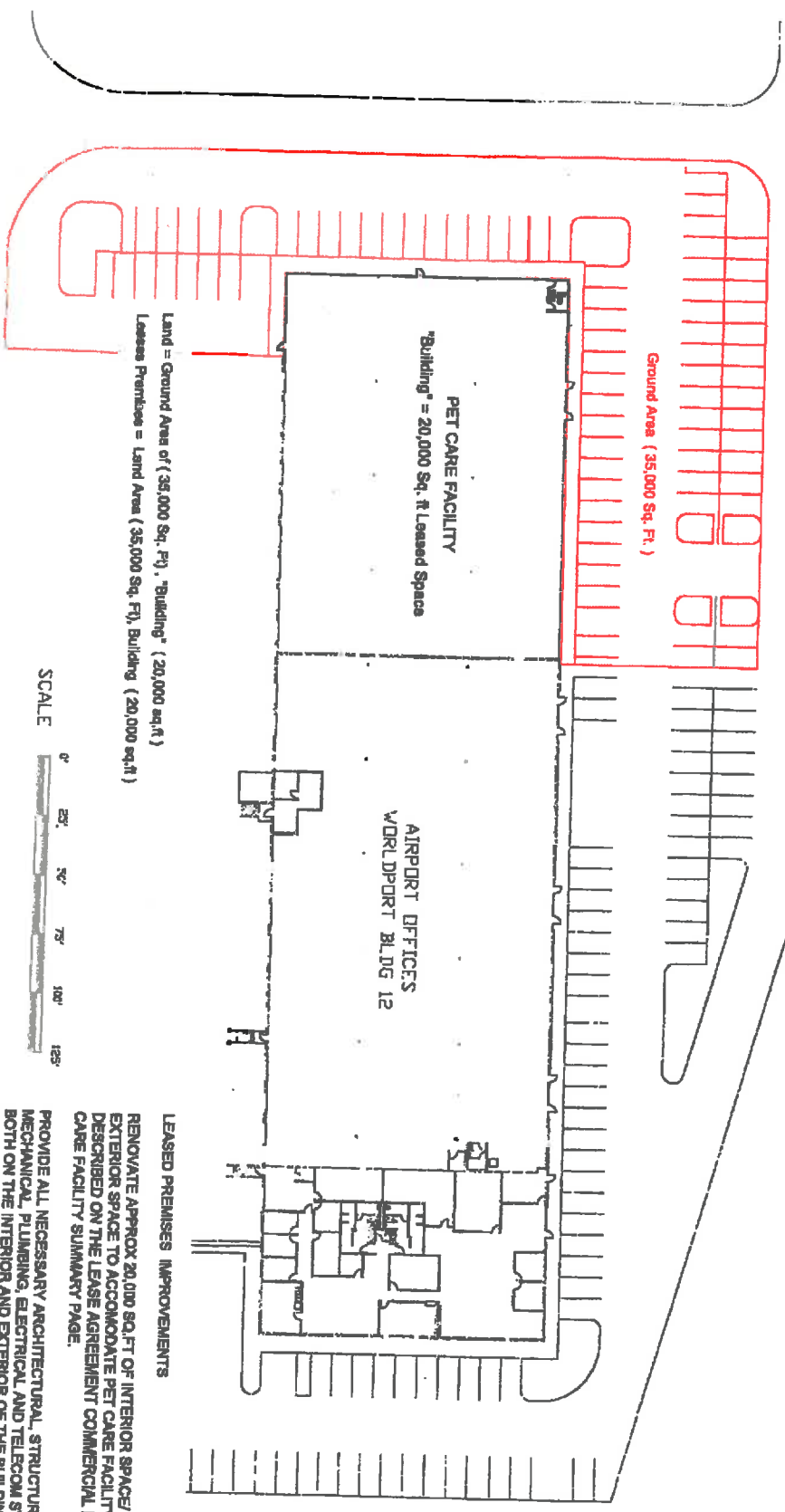


EXHIBIT A: AIRPORT SITE LAYOUT

Worldport Bldg No. 12: 24735 E. 75th Avenue, Denver, CO

Paradise 4 Paws DIA, LLC Lease Agreement



Land = Ground Area of (35,000 Sq. Ft.), "Building" (20,000 sq.ft.)
 Leases Premises = Land Area (35,000 Sq. Ft), Building (20,000 sq.ft.)

SCALE
 0' 25' 50' 75' 100' 125'

LEASED PREMISES IMPROVEMENTS
 RENOVATE APPROX 20,000 SQ.FT OF INTERIOR SPACE/
 EXTERIOR SPACE TO ACCOMMODATE PET CARE FACILITY AS
 DESCRIBED ON THE LEASE AGREEMENT COMMERCIAL PET
 CARE FACILITY SUMMARY PAGE.
 PROVIDE ALL NECESSARY ARCHITECTURAL, STRUCTURAL,
 MECHANICAL, PLUMBING, ELECTRICAL AND TELECOM SYSTEMS,
 BOTH ON THE INTERIOR AND EXTERIOR OF THE BUILDING,
 INCLUDING THE ROOF AREA, REQUIRED TO OPERATE THE
 FACILITIES.
 PROVIDE ALL PAVEMENT/STRIPING/LANDSCAPING
 IMPROVEMENTS TO OPERATE THE OVERNIGHT PARKING
 SERVICE.

EXHIBIT B: LEASED PREMISES SITE

Worldport Bldg No. 12: 24735 E. 79th Avenue, Denver, CO

Paradise 4 Paws DIA, LLC Lease Agreement

Exhibit C

DENVER
INTERNATIONAL
AIRPORT

MERCHANDISE AND SERVICES CONCESSION REVENUE MONTHLY REPORT

For the month of: _____ (Mo. Year) Due on the 10TH DAY of the following month.

FROM: _____ Store name/location or Contract # _____
 (Company Name)

 (Address)

 Telephone # _____ Fax # _____

email _____

	RETAIL	SERVICES	YTD REPORTABLE REVENUE FROM PRIOR MONTH
1. GROSS REVENUE THIS MONTH	\$ _____	\$ _____	
2. REPORTABLE REV. THIS MO (Subtract Allowable Ded)	\$ _____	\$ _____	\$ _____
3. PERCENTAGE COMPENSATION FEE:			YTD RENT PRIOR MONTH
Current rate _____			
New Rate -when cumulative amt. reached _____			
TOTAL % COMPENSATION AMOUNT DUE	\$ _____	\$ _____	\$ _____
4. MINIMUM MONTHLY GUARANTEE PAID	\$ _____		
5. RENT AMOUNT DUE - line 3 less line 4	\$ _____	(If zero or less, insert 0)	
6. 1% - JOINT MARKETING FUND (If applicable)	\$ _____		
7. TOTAL RENT DUE WITH REPORT - line 5 + line 6	\$ _____		

REMIT AMOUNT ON LINE 7 WITH THIS REPORT IF LINE 7 IS GREATER THAN ZERO

NOTE: LINE 4 (MMG) IS DUE IN ADVANCE AND WITHOUT NOTICE ON THE 1ST DAY OF EVERY MONTH.
 LATE PAYMENTS ARE ASSESSED INTEREST AND PENALTY CHARGES PER CONTRACT. LATE REPORTS ASSESSED \$100/DAY/
 MAKE CHECK PAYABLE TO: AIRPORT REVENUE FUND Mail check to: P.O. Box 492065
 Denver, CO 80249-2065

OATH OF CONCESSIONAIRE:

The undersigned states that the revenues, rent payments and calculations shown by this statement are true and correct to the best of his or her knowledge and belief, and the percentage shown is due the City and County of Denver in accordance with the Concession Agreement.
 (Please attach subtenants' concession revenue reports if there are any)

 Signature--Authorized Officer

 Title

 Date

EXHIBIT D

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS - DEPARTMENT OF AVIATION

Party to Whom this Certificate is Issued:

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: 201311048 - Pet Day Care, Boarding and Grooming Services

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

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area		
Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate	\$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.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Medical Professional Liability - Veterinarian

Coverage: Professional Liability

Minimum Limits of Liability (In Thousands)	Per Claim	\$1,000
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Any Policy issued under this section must contain, include or provide for the following:

1. Policies written on a claims-made basis must remain in force in accordance with CRS 13-80-104.
2. Any cancellation notice required herein may be provided by either Certified or Regular Mail.
3. Coverage must extend, by endorsement or otherwise, to cover the full scope of all environmental work performed under the insured's contract with the City.

Standard Professional Liability

Coverage: Professional Liability

Minimum Limits of Liability (In Thousands)	Per Claim	\$1,000
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Any Policy issued under this section must contain, include or provide for the following:

1. Policies written on a claims-made basis must remain in force in accordance with CRS 13-80-104.
2. Any cancellation notice required herein may be provided by either Certified or Regular Mail.
3. Coverage must extend, by endorsement or otherwise, to cover the full scope of all environmental work performed under the insured's contract with the City.

Property Insurance/Special Cause of Loss Form, Replacement Cost

Coverage: Property Insurance on the tenant/contractor's real and/or personal property, Special Cause of Loss Form Property Insurance on City real and personal property in tenant/contractor's care, custody or control.

Minimum Limits of Liability: Amount of the Replacement Cost on Tenant/Contractor's real and/or personal Property Replacement costs of the City property in tenant or contractor's care, custody, control

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

1. Replacement Cost, Agreed Value endorsements.
2. City and County of Denver as Loss Payee/Mortgagee, as applicable on the policy.
3. Waiver of Subrogation and Rights of Recovery against the City and County of Denver.

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 these Insurance Requirements 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.

EXHIBIT E
Services and Products Plan
Paradise 4 Paws

Paradise 4 Paws is competitively priced at the mid to upper level of the market. Due to its airport locations, P4P offers special rates to airport and airline employees and also offers a Paradise Club™ membership, which is similar to an airline or human hotel rewards program, to frequent travelers or frequent daycare users.

Overnight Accomodation - Dogs

Prices include **AM and PM Potty Breaks**, two playgroup sessions or personalized play, play area webcam access, premium bedding, and nightly tuck-in services. Prices listed are per dog per night. Discount for multiple dogs staying in same suite available on all accomodations except Slumber Party Lounge™. 25% discount on 2nd dog in the same suite, 50% off 3rd or more dog(s) in the same suite.

Top Dog Suite	\$100	Presidential Suite	\$80
Our largest suite, 9'x12'		9'x10'	
Chandelier lighting and first class furnishings		Flat screen TV	
Flat Screen TV		24x7 webcams in suite	
2x7 webcams in suite			
Executive Suite	\$65	Oasis Suite	\$55
6'x10' suite		5'x6' suite	
Flat Screen TV		Flat screen TV	
24x7 webcams in suite		Ideally situated for guests with special needs	
Slumber Party Lounge	\$45	Deluxe Suite	\$45
Large room for dogs who prefer group slumber.		5'x6' suite	
Flat screen TV			
24x7 webcams in lounge			

*Discounts of 20-50% off for DIA Employees.

Doggie Daycare

Doggie Daycare hours are 7:00am to 7:00pm seven days a week. We offer Full and Half Days of play. A Full Day of play includes one 2 hour playgroup session in the morning, followed by naptime in a private daycare suite or in one of our Slumber Party Lounges™, and a second 2 hour play session in the afternoon. A Half Day of play includes a maximum stay of 4 hours with one 2 hour pay session in either the morning or the afternnon. Prices are per dog.

Full Day	\$30	
Half Day	\$20	*Discounts of 20-50% off for DIA Employees.

EXHIBIT E
Services and Products Plan
Paradise 4 Paws

Overnight Accommodations - Cats

Kitties deserve their very own gated community! Prices include nightly tuck-in services and access to the **Cat Adventure Jungle™** with multi-level climbing trees and an aquarium for viewing entertainment. Prices listed are per cat per night. Discount for multiple cats staying in same bungalow available: 25% discount on 2nd cat, 50% of 3rd or more cat(s).

Presidential Bungalow 5'x8' bungalow Window view Custom kitty nooks and multi-level perches Comfy chair for lounging	\$35	Executive Bungalow 5'x5' bungalow Window view Custom kitty nooks and multi-level perches	\$30
Deluxe Bungalow 5'x5' bungalow Custom kitty nooks and multi-level perches	\$25		

*Discounts of 20%-50% off for DIA Employees

Airport Parking & Transportation

Airport Parking Includes complimentary shuttle to/from airport	\$12/night	Curbside Service Cutting it a little too close for that flight? Or perhaps you've taken a cab and don't want to make an extra stop? If you're a returning guest, let us meet you at the terminal curbside. We can also have your loved one ready for you at curbside upon arrival!	\$20/trip
Pet Transportation When you need service to/from home.	\$25+/trip		

Spa & Grooming

Give your pet a true Paradise experience with a spa day! We offer massage therapy by our massage specialist and a full suite of grooming services. For additional spa services, just ask! Please note that grooming prices may vary based on size of pet and length and condition of fur.

Massage Therapy (15/30/45 min) Therapeutic massage by certified pet massage therapist.	\$25/\$45/\$60	Vanilla Paw Soak Pamper those paws as an add-on to Quick or Spa Bath.	\$10+
Self Bath Clients bathe their own dog using our bathing	\$25-\$55+	Pawdicure Nail trim with color polish	\$25-\$30

EXHIBIT E
Services and Products Plan
Paradise 4 Paws

Spa & Grooming (Cont'd)

Quick Bath Shampoo, condition, dry	\$25-\$55+	FURminator Treatment Fur removal system as add-on to Quick or Spa Bath.	\$10-\$25
Spa Bath Quick bath plus nail trim, ear cleaning & light brushing.	\$40-\$70+	Fur Brushing	\$15-\$30+
Paradise Haircut/Full Groom Haircut plus Spa Bath	\$55-\$90+	De-matting	\$25+
Nail Trlm	\$10-\$15	Ear Cleaning	\$10-\$15
Sanitary/Paw Fur Trim	\$10+	Teeth Brushing	\$10-\$15
Anal Gland Expression	\$20	Nail Filing	\$25
		De-Skunking Add-on to Quick or Spa Bath	\$20-\$40+

A La Carte Products & Services

Pamper your pet while they stay in Paradise with one of our a-la-carte services. Don't see what you are looking for – just ask!

Heavenly Pampering

Personal Cuddle Time (10/20 min.) **\$10/18**

Taste of Paradise

Bottled Water (20oz./1 gal.) **\$1/\$2**

Frosty Paws **\$2**
Frozen treats for dogs

Peanut Butter Stuffing for Kong **\$2**

Assorted Treats **\$1+**

Health & Fitness

Individual Play Time (15/30 min.) **\$15/\$25**

Nature Hike (15/30 min.) **\$20/\$30**

Swim/Splash Lesson **\$20/\$30**
(10/20 min.)

Doggie Treadmill (10/20 min.) **\$15/\$25**

Enrichment Training **\$25+**

Hydrotherapy **\$60+**

Kitty Laser Tag (10/20 min.) **\$10/\$18**

EXHIBIT E
Services and Products Plan
Paradise 4 Paws

Dog Obedience Training

In Paradise, every pet is the teacher's pet! Our in-resort trainer offers a variety of training options to accommodate you and your pooch's needs.

Enrichment **\$25+**

Add-on to Doggie Daycare or Overnight Stay

Group Classes **\$125+**

Board & Train

\$349+

Add-on to Overnight Stay

Curbside Service

\$20/trip

Cutting it a little too close for that flight? Or perhaps you've taken a cab and don't want to make an extra stop? If you're a returning guest, let us meet you at the terminal curbside. We can also have your loved one ready for you at curbside upon arrival!

Offered in 2-6 week intervals. Offerings include Puppy/Beginner, Fido Foundations, leash manners, agility, and Tricks.

EXHIBIT F

ACDBE COMMITMENT FORM

DENVER INTERNATIONAL AIRPORT
CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY

Proposal for enter concept type from RFP document, enter name of concessions opportunity from RFP document

Note: The final date for submission of the Joint Venture Agreement for approval by the Division of Small Business Opportunity (DSBO) is on Insert date from RFP.

SECTION A – PROPOSER INFORMATION

Name of Firm: Paradise 4 Paws DIA, LLC

Address: 10516 United Pkwy

City: Schiller Park State: IL Zip: 60176

Contact Person: Saq Nadeem Telephone: (773) 899-5869

Email: saq@paradise4paws.com

Is your firm ACDBE Certified: Yes No *If Certified, Attach Certification Letter*

SECTION B – ACDBE COMMITMENT

The ACDBE goal on this concession is 10%.

NOTE: The DSBO will only credit ACDBE participation that is certified as such by the City and County of Denver, Division of Small Business Opportunity (DSBO) or the Colorado Department of Transportation.

1. The undersigned proposer/concessionaire has satisfied the ACDBE concession requirements in the following manner (please check the appropriate space).
 - The proposer is committed to a minimum of 10% ACDBE utilization on this concession contract which meets or exceeds the ACDBE goal on this concession opportunity. The amount and type of participation proposed will become a firm commitment in the Lease Agreement.
 - The proposer, unable to meet the ACDBE goal, is committed to a minimum of click here to enter text% ACDBE utilization on this concession contract and submits its documentation demonstrating good faith efforts. The amount and type of participation proposed will become a firm commitment in the Lease Agreement.
 - The proposer is unable to meet the ACDBE goal and submits documentation demonstrating good faith efforts.

2. Identify ACDBE sub-concessionaire, ACDBE joint venture partner, ACDBE equity partnership or other legal ACDBE business arrangement that meets ACDBE goal and eligibility standards in 49 CFR Part 23.

Name & Address ACDBE Firm	Scope of Work to be Performed/Provided	% Level of Participation on Concession
<u>Sheryl Scolnick, K9 Investments</u> <u>1635 E. Layton Drive</u> <u>Englewood, CO 80113</u>	<u>Veterinary Services</u>	<u>8.24%</u>
<u>Abdi Buni</u> <u>1st ABC Transportation Inc.</u> <u>333 S. Clay Street</u> <u>Sheridan, CO 80110</u>	<u>After hours airport transportation</u> <u>and pet transportation</u>	<u>1.57%</u>
<u>Wisdom Medical Inc. DBA Wisdom</u> <u>Medical Supplies</u> <u>2620 S. Parker #160</u> <u>Aurora, CO 80014</u>	<u>Medical and operating supplies</u>	<u>0.59%</u>
<u>Info Cubic LLC</u> <u>9250 E. Costilla Ave Suite 525</u> <u>Greenwood Village, CO 80112</u>	<u>Employment background checks</u> <u>& screenings</u>	<u>0.24%</u>

(Use Additional Sheets if Necessary)

ACDBE UTILIZATION – SUBCONTRACTOR AND/OR VENDOR/SUPPLIERS OPPORTUNITIES

List all actual *and* anticipated subcontractors and/or major vendors/suppliers; include *both* ACDBE *and* non-ACDBE, to be utilized on the concession (use additional sheets if necessary). Examples: Janitorial services, accounting services, HR services, etc.

NOTE: The DSBO will only credit ACDBE participation that is certified as such by the City and County of Denver, Division of Small Business Opportunity (DSBO) or the Colorado Department of Transportation.

****An ACDBE Letter of Intent (Attachment A) must be submitted for all ACDBEs listed below and attach copy of ACDBE Certification Letter for each ACDBE.****

Name and Address of Company	Business Area	Scope of Work/Supplies to be Performed	Estimated Amount (\$)	Identify Sub/Supplier	ACDBE Yes (√) No (v)	Attach "ACDBE Letter of Intent" and copy of Certification Letter
<u>Sheryl Scolnick, K9 Investments</u> <u>1635 E. Layton</u>	<u>Veterinary Services</u>	<u>Veterinary Services</u>	<u>\$69,457</u>	<u>te</u> <u>xi.</u>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<u>Attached</u>

<u>Drive Englewood, CO 80113</u>							
<u>Abdi Buni 1st ABC Transportation Inc. 333 S. Clay Street Sheridan, CO 80110</u>	<u>Operations</u>	<u>After hours airport transportation and pet transportation</u>	<u>\$13,238</u>	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Attached</u>
<u>Wisdom Medical Inc. DBA Wisdom Medical Supplies 2620 S. Parker #160 Aurora, CO 80014</u>	<u>Procurement</u>	<u>Medical and operating supplies</u>	<u>\$5,000</u>	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Attached</u>
<u>Info Cubic LLC 9250 E. Costilla Ave Suite 525 Greenwood Village, CO 80112</u>	<u>Human Resources</u>	<u>Employment background checks & screenings</u>	<u>\$2,000</u>	_____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Attached</u>
<u>Chase Paymentech, Phoenix, AZ</u>	<u>Operations</u>	<u>Credit Card Processing</u>	<u>\$18,967</u>	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>N/A</u>
<u>Amazon.com</u>	<u>Operations</u>	<u>Certain Operating Supplies</u>	<u>\$6,000</u>	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>N/A</u>
<u>Other - See additional Sheet</u>	_____	_____	<u>\$_____</u>	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>N/A</u>

(Use Additional Sheets if Necessary)

SECTION C – GOOD FAITH EFFORTS

NOTE: Fill out only, if the ACDBE goal was not achieved.

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the concession specific ACDBE goal. Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

Proposers submitted a Good Faith Effort in lieu of ACDBE participation, for all or any party of the ACDBE goal, must contact the DSBO office prior to submission of proposal to ensure that all GFE requirements are met and that all necessary documentation is submitted. Failure to do so could result in the GFE being found non-responsive.

GOOD FAITH EFFORT QUESTIONS	Yes (✓)	No (✓)
1. If applicable, did you attend pre-proposal conference?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did your firm request and obtain a copy of the certified ACDBE firms?	<input type="checkbox"/>	<input type="checkbox"/>
3. Were ACDBE firms contacted or solicited for concession participation?	<input type="checkbox"/>	<input type="checkbox"/>
4. Provide listing of solicited ACDBE firms with whom contact was made? Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. (Include as an Attachment)	<input type="checkbox"/>	<input type="checkbox"/>
5. Was direct contact made with the City's DSBO office? If yes, please identify date/person contacted and assistance sought. (Include as an Attachment)	<input type="checkbox"/>	<input type="checkbox"/>
6. Identify all ACDBE support agencies/associations contacted for ACDBE assistance or solicitation (Minority Chambers of Commerce, purchasing councils, contractor groups, etc.). (Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)	<input type="checkbox"/>	<input type="checkbox"/>
7. Were concession-related opportunities to this project advertised in minority/women newspapers and trade journals? (If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)	<input type="checkbox"/>	<input type="checkbox"/>
8. Were copies of concession RFP furnished to any ACDBEs?	<input type="checkbox"/>	<input type="checkbox"/>
9. Identify efforts made to assist interested ACDBEs in obtaining bonding, insurance, or line of credit. (Please detail any assistance that was provided or if they were referred, to whom)	<input type="checkbox"/>	<input type="checkbox"/>
10. Discuss efforts made to define additional elements of the work proposed to be performed by ACDBEs in order to increase the likelihood of achieving the ACDBE goal.	<input type="checkbox"/>	<input type="checkbox"/>
11. List, as an Attachment, all ACDBE negotiations and/or bids received but rejected. Identify company name, contact person, telephone number, date, trade area and the reason for rejecting the proposal or bid.	<input type="checkbox"/>	<input type="checkbox"/>
12. Discuss any other effort(s) aimed at involving ACDBEs (Include as an Attachment):	<input type="checkbox"/>	<input type="checkbox"/>

<p>(a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum ACBE participation.</p> <p>(b) Discuss joint ventures initiatives, requesting second-tier ACDBE subcontracting, etc., if any.</p> <p>(c) List all other good faith efforts employed, please elaborate.</p>		
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SECTION D - AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURHTER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERTO AND BECOME A BINDING PART OF THE CONCESSION CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL:

Saq Nadeem, President

SIGNATURE:



DATE: 3/22/13

ATTACHMENT A
ACDBE Letter of Intent

Name of Concession/vendor firm: Paradise 4 Paws DIA

Address: 10516 United Pkwy

City: Schiller Park State: IL Zip: 60176

Telephone: 847.678.1200 E-mail address: saq@paradise4paws.com

Name of ACDBE Firm: 1st ABC Transportation

Address: 3333 S Clay Street

City: Sheridan State: Colorado Zip: 80110

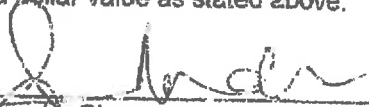

Telephone: 303-761-0111 E-mail address: info@abcshuttle.com

Description of Goods and Services or work to be performed by ACDBE firm:
1st ABC Transportation will provide after-hours transportation for our guests to and from the Airport. In addition, they will provide Pet & Parent Pick-up & Drop-off services to and from their residences.

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of this work is \$13,238.

AFFIRMATION:

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: 	<u>Saq Nadeem, President & CEO</u>
Concessionaire's Signature	Title
By: 	<u>Saq Nadeem, 8/20/2018</u>
ACDBE Signature	Title

ATTACHMENT A
ACDBE Letter of Intent

Name of Concession/Vendor firm: Paradise & Paws DIA

Address: 10518 United Place

City: Schiller Park State: IL Zip: 60176

Telephone: 847.673.1200 E-mail address: sales@paradiseandpaws.com

Name of ACDBE Firm: KG Investments LLC

Address: 1638 E. Layton Dr.

City: Englewood State: CO Zip: 80115

Telephone: 303.566.9615 E-mail address: kg@kginvest.com

Description of Goods and Services or work to be performed by ACDBE firm:
Veterinary services, including veterinary exams for pets, vaccines and medications

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of the work is \$66,467.

AFFIRMATION:

The above named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature] Sue Nedden, President & CEO
Concessionaire Signature Title

By: [Signature] Dr. Sheryl Skolnik, Owner
ACDBE Signature Title

ATTACHMENT A
ACDBE Letter of Intent

Name of Concession/vendor firm: Paradise 4 Paws DIA

Address: 10516 United Pkwy

City: Schiller Park State: IL Zip: 60178

Telephone: 647.678.1200 E-mail address: san@paradise4paws.com

Name of ACDBE Firm: Wisdom Medical Inc. DBA Wisdom Medical Supplies

Address: 2620 S. Parker # 160

City: Aurora State: Colorado Zip: 80014

Telephone: 720-748-1014 E-mail address: lanvot@wisdommedicalinc.com

Description of Goods and Services or work to be performed by ACDBE firm:
Wisdom Medical Inc. will sell medical and operating supplies to Paradise 4 Paws.

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of this work is \$5,000.

AFFIRMATION:

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: [Signature] Sen Nadeem, President & CEO
Concessionaire Signature Title

By: [Signature] General Manager of Operations
ACDBE Signature Title

ATTACHMENT A
ACDBE Letter of Intent

Name of Concession/vendor firm: Paradise 4 Paws DIA

Address: 10516 United Pkwy

City: Schiller Park State: IL Zip: 60176

Telephone: 847.678.1200 E-mail address: sac@paradise4paws.com

Name of ACDBE Firm: Info Cubic, LLC

Address: 9250 E Costilla Ave Suite 525

City: Greenwood Village State: Colorado Zip: 80112

Telephone: 303-220-0170 E-mail address: marck@infocubic.com

Description of Goods and Services or work to be performed by ACDBE firm:
Info Cubic will complete employment background screenings for Paradise 4 Paws.

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of this work is \$2,000.

AFFIRMATION:

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  _____ Saq Nadeem, President & CEO
Concessionaire Signature Title

By:  _____ Vice President
ACDBE Signature Title



Required Documents
ACDBE COMMITMENT FORM
ATTACHMENT - ADDITIONAL VENDORS DETAIL

Following is a list of additional vendors that we currently utilize at Paradise 4 Paws' other locations. The following vendors are not ACDBE certified. Paradise 4 Paws is committed to the ACDBE program and will evaluate each vendor in detail to determine local ACDBE/non-ACDBE vendors to provide the following services/products.

Company Name	Business Area	Scope of Work	Estimated Amount
Animal Health & Sanitary Supply, Riverside CA	Operations	Certain pet specific cleaning supplies	\$5,000
IDEXX Distribution, Atlanta, GA	Operations	Dog identification collars	\$5,500
Crypton Store, West Bloomfield, MI	Operations	Dog Beds	\$4,800
PLAY LifeStyle, San Francisco, CA	Operations	Dog Beds	\$2,500
Staples	Operations	Office Supplies	\$3,600
Kuranda USA, Glen Burnie, MD	Operations	Dog Beds	\$3,000
Uline, Chicago IL	Operations	Operating Supplies	\$2,400
Paycor, Cincinnati, OH	HR	Payroll Processing	\$3,000
The Stapleton Group, Orland Park, IL	Operations	Accounting Services	\$3,000
KCS Technology, Schiller Park, IL	Operations	IT Support	\$6,000
York & Chapel, New York, NY	Marketing	PR & Marketing	\$25,000
Team Sales	Operations	Paradise 4 Paws Uniforms	\$2,400
TBD	Facility Management	Facility Management & Maintenance	\$12,000
TBD	Technology	T1 and Network Connections	\$6,000

EXHIBIT G

Design Standards, Construction Procedures and DIA Performance Specifications

GENERAL PROVISIONS

SECTION 1: GENERAL. Except as the context otherwise requires and unless otherwise expressly provided herein, the capitalized terms in this Exhibit G to the Special Facilities Lease shall have the same meaning as any similarly capitalized terms defined in the Special Facilities Lease or any exhibit thereto. Reference to Denver International Airport (DIA), Department of Aviation or Manager of Aviation shall mean that entity specifically, or that division or individual authorized to represent that entity.

SECTION 2: IMPROVEMENTS. "Improvements" shall mean the Facilities consisting of new construction, structures, finishes, fixtures, systems and furnishings as well as modifications or alterations to existing construction, structures, finishes, fixtures, systems, furnishings and furniture which conform to drawings and specifications approved in writing by the Manager of Aviation. Such drawings and specifications must provide for the necessary and proper operation of the business contemplated under this Special Facilities Lease.

SECTION 3: COMPLIANCE WITH LAWS AND REGULATIONS. The Company agrees to comply with and require its contractors to comply with all applicable federal, state and local laws and all general rules and regulations applicable to construction at DIA, including but not limited to payment of prevailing wages and sales and use taxes, compliance with the Americans with Disabilities Act, 42 USC 12101 et seq. and its regulations.

In addition to the above, the Company and its contractors shall comply with all DIA specific rules and regulations regarding site access, use of site, safety, security, design and construction and shall obtain and pay for all related permits. Failure to comply will be grounds for denial of access and/or suspension of construction activities. Regulations in force specific to DIA include but are not limited to the following:

The Denver Municipal Airport System Rules and Regulations
DIA Design Standards
DIA Tenant Development Guidelines (Manual 1 & 2)

SECTION 4: PAYMENT OF PREVAILING WAGE RATES. The Company shall require its contractor and all of its subcontractors to pay every worker, laborer or mechanic employed by them in the performance of the construction of the Improvements prevailing wages, including fringe benefits or their cash equivalent, for the same class and kind of work in the City and County of Denver, as determined by the Career Service Board under the provisions of Section 20-76 of the Denver Revised Municipal Code. The wages shall be those prevailing at the

time of the contractor's final bid, and the Company shall require the contractor to submit with its bid the wage schedule applicable. The contractor shall post in a prominent and easily accessible place at the site of the improvements the scale of wages to be paid by the contractor and all subcontractors at any tier working under the contractor. The contractor shall furnish to the Mayor's Office of Contract Compliance and to the Auditor, or his authorized representative, each week during which work is in progress, a true and correct copy of the payroll records of all workers employed to perform the work. All payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the records of all workers performing the work, either for the contractors or subcontractors, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as of the contractor's final bid for the work. Compliance with above requirements shall be deemed a work "specification" as such word is used in Section 49-173, Denver Revised Municipal Code. Violation of the prevailing wage requirement and its documentation, hereinabove set forth, shall result in an order from the Manager of Aviation for the work to cease until there is satisfactory evidence that the violation has been remedied and will not recur. The issuance of a stop-work order shall not relieve contractor's surety of any liability on contractor's bond or bonds, but such a stop-work order shall be deemed a default by the contractor insofar as said surety's obligation is concerned.

SECTION 5: DBE PARTICIPATION: MBE/WBE PARTICIPATION. The Company agrees that it shall provide for participation of Disadvantaged Business Enterprises (DBEs) in the design and construction of Improvements. After this Special Facilities Lease is executed, the Company agrees to use its best efforts to utilize qualified and available DBE firms which have been and which continue to be certified by the City and County of Denver. The goal for percentage of design and construction work performed by DBE firms will be determined by the Mayor's Office of Contract Compliance and in accordance with 49 USC 2210(h)(2)(1992). The Company shall make a good faith effort to meet such goals as part of its overall DBE obligation. The Company shall comply with applicable provisions of Denver Ordinance Section 28-51 et. seq. (Minority and Women Business Enterprise Participation in City Contracts) or any successor ordinance effective at the time of any design and construction which the Company may carry out during the Term of this Special Facilities Lease, and any regulations adopted pursuant to such ordinance.

SECTION 6: INSURANCE REQUIREMENTS. Refer to Appendix B of Manual 1 of the DIA Tenant Development Guidelines for insurance requirements for the Company, the Company's Design Consultants, and the Company's Contractors for required insurance coverage for design and construction of Improvements and completed Improvements, including requirements for submittal of certificates and renewals of insurance.

SECTION 7: EVIDENCE OF INSURANCE. Certified copies of required insurance policies, or certificates, in the standard form required, evidencing the existence thereof, or binders, shall

be delivered to the DIA Department of Planning and Development at least 15 days prior to the commencement of any design work to be performed by the Company's consultants and any construction work for Improvements. If a binder is delivered, it shall be replaced within 30 days by a certified copy of the policy or the required certificate. Policies shall be in a form and of a company acceptable to and approved by the City and certificates shall be on standard City and County of Denver Certificates of Insurance forms.

Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without 45 days prior written notice given by certified mail, return receipt requested, to the Manager of Aviation 8500 Peña Boulevard, Denver, Colorado 80249-6340.

Each such policy or certificate shall further provide that any coverage afforded the City and County of Denver as an additional insured under the policies shall apply as primary insurance and any other insurance issued to the City and County of Denver shall apply as excess and noncontributing insurance.

Any renewal certificate shall be delivered to the Manager of Aviation at least 10 days prior to the expiration of each expiring policy. If at any time any of the insurance policies shall be or become unsatisfactory to the Manager of Aviation as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Manager of Aviation, the Company shall promptly obtain a new and satisfactory replacement policy.

SECTION 8: LIMITATION ON LIABILITY. The Company agrees that no liability shall attach to the City for any damages or losses incurred or claimed by the Company or any other person or party on account of the construction or installation of the Improvements or other Improvements to the Company's site made by the Company. The Company agrees that no liability shall attach to the City for any interference or delay caused by construction in adjacent areas, travelers, other businesses or airport operations, including without limitation damages or losses in the nature of delay damages, lost labor productivity, and impact damages. The Company agrees to indemnify, defend and hold harmless the City from any loss, cost, damage or expense incurred, claimed, asserted or arising in connection with the Company's or its contractors' or agents', construction or installation of the Improvements or other Improvements to the site made by the Company.

DESIGN PROVISIONS

SECTION 9: DESIGN PROCEDURES. Refer to Manual I of the DIA Tenant Development Guidelines for procedures and requirements regarding design, including but not limited to design process and schedule, submittal requirements, review and approval process, design modifications and project coordination.

Approval of the Manager of Aviation extends to and includes consideration of architectural, structural, mechanical, electrical, specialty systems, site, signage, landscaping and aesthetic matters, and DIA reserves the right to reject any design submitted and to require the Company to resubmit designs and layout proposals until they meet with the approval of the Manager of Aviation. No substantial changes or alterations shall be made in said drawings or specifications after approval by the Manager of Aviation, and no alterations or improvements shall be made to or upon the Company's site without prior approval.

The Company shall provide documents in Auto-Trol Series 5000 format in accordance with the DIA CADD layering standards in the following magnetic tape form:

1 tape set, 1600 or 6250 BPI, 1/2", 9-track magnetic tape, Apollo AEGIS Version 9.7 RBACK format of Auto-Trol Series 5000.8 (or current version approved by DIA) drawing file or 1 tape set, 1/4" 300 or 600 XLP tape cartridge Apollo AEGIS Version 9.7 RBACK format of Auto-Trol Series 5000.8 (or current version approved by DIA) drawing file.

In addition to the above, the Company is responsible for coordination with the Denver Building Inspection Division, Zoning, Fire Department, Wastewater Management, Consumer Protection, Health and Hospitals, etc. as may be required to comply with submittal, review and approval requirements in order to obtain all required permits. Prior to the issuance of a Notice to Proceed with Improvements from the Manager of Aviation, the Company shall obtain and pay for all approvals, licenses and permits required for the Improvements. Whenever a conflict arises between state or local law, ordinances or regulations and federal law or regulations, the most stringent law or regulations applicable to this Special Facilities Lease shall control.

SECTION 10: DESIGN STANDARDS. First-class standards of design and construction are required and all Improvements shall conform with applicable statutes, ordinances, building codes, and regulations as well as the DIA Design Standards and DIA Tenant Development Guidelines. The approval given by the Manager of Aviation shall not constitute a representation or warranty as to such conformity; therefore, responsibility remains with the Company at all times.

CONSTRUCTION PROVISIONS

SECTION 11: CONSTRUCTION PROCEDURES. Refer to Manual 1 of the DIA Tenant Development Guidelines for procedures and requirements regarding construction, including but not limited to construction schedule, submittal requirements, review and approval process, construction inspections, construction modifications and project coordination.

DIA shall at all times have the right of access to the construction site and to monitor and inspect the construction of all Improvements to insure that all Improvements are constructed and installed in compliance with approved drawings and specifications. DIA shall have the right to halt construction of the Improvements or deny access to the site at any time if construction is at

material variance from the approved drawings and specifications until such variance is corrected, or if such construction poses an immediate safety hazard, until such safety hazard is eliminated.

In order to assist DIA in monitoring and inspecting construction, the Company shall submit, or cause to be submitted for information and record, copies of all field test reports, certificates of insurance, waivers of liens, material certificates, shop drawings and submittals for review for compliance with DIA design and construction standards, contractor application for payment requests, construction progress reports, notification of substantial completion of Improvements and final acceptance, copies of maintenance and operation manuals, as-built documents, and any other documents related to the construction of the Improvements which may be reasonably requested by DIA.

No change order or other contract modification which materially changes the scope of the Improvements shall be executed without prior approval of the Manager of Aviation. The Building Inspection Division of the City and County of Denver shall also receive copies of all change orders. Any conditional approval or disapproval shall be accompanied by an explanation of the reasons.

The Company is responsible for all temporary utilities required during construction. The Company, at its sole cost and expense, shall obtain and make utility connections, hook-ups or taps as necessary or as stipulated in the Special Facilities Lease, securing all necessary applications or permits and paying all associated fees. The Company, at its sole cost and expense shall provide meters, calibrated by the utility company, and maintain equipment as required to provide accurate measurement of usage and consumption. DIA makes no warranty as to the location of structures, wiring, fixtures, or systems, and the Company accepts them on an "as is" basis without further recourse against DIA as to their location, number or suitability for the particular purposes of the Company.

The Company is responsible for maintaining a clean, orderly and safe construction site, free of accumulated construction debris and waste materials, and shall be responsible for legal removal of same. Construction shall be accomplished without interfering with travelers, airport operations or other businesses, providing barricades and/or construction enclosures as required.

SECTION 12: CONSTRUCTION BONDS AND PERMITS. Prior to Notice to Proceed with construction Improvements, the Company and its contractor shall deliver to the Manager of Aviation performance and payment bonds and copies of all required permits and licenses as required by Manual 1 of the DIA Tenant Development Guidelines.

SECTION 13: MODIFICATIONS AND ALTERATIONS. Modifications and alterations to existing tenant improvements are subject to the same requirements and provisions as new tenant improvements as itemized in this Exhibit G and the Special Facilities Lease.

SECTION 14: AS-BUILT DOCUMENTS. Not later than 60 days after completion of all work for the Improvements, the Company shall provide DIA complete sets of as-built documents prepared in accordance with DIA requirements. If the Company fails to provide as-built documents after written notice from DIA, DIA may elect to have the documents completed and charge the Company for the costs associated therewith. The Company agrees that, upon the request of DIA, the Company will inspect the Improvements jointly with DIA to verify as-built documents.

EXHIBIT N

DIA ENVIRONMENTAL REQUIREMENTS

SECTION 1: GENERAL REQUIREMENTS

In conducting any activity on Denver International Airport ("DIA") property, Concessionaire shall comply with all applicable airport, local, state and federal rules, regulations, statutes, laws, and orders ("Environmental Requirements"). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for DIA's Environmental Management System ("EMS"), as summarized in DIA Rules and Regulations Part 180. DIA's Environmental Guidelines, Environmental Policy, and all Rules and Regulations are available at www.flydenver.com. These Environmental Requirements address but are not limited to requirements regarding the storage, use and disposal of Hazardous Materials, solid and hazardous waste, or petroleum products; the National Environmental Policy Act ("NEPA"); and other federal, state, local water, wastewater, and air quality regulations.

A. EMS. DIA's EMS has been certified to the ISO 14001 standard. DIA's EMS includes the above-noted airport-wide Environmental Policy and is designed around the significant aspects identified in DIA Rule and Regulation 180. It is a requirement of the standard that all entities providing products, goods, and/or services on behalf of DIA ensure that their personnel are aware of DIA's Environmental Policy, DIA's significant environmental aspects, and the specific environmental aspects and associated impacts for the products, goods, and/or services that will be provided by Concessionaire.

B. Permits. Concessionaire shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements. Concessionaire shall prepare and update all plans and provide all information required by the City for regulatory compliance purposes and provide copies of all permit applications and permits to DIA.

C. Hazardous Materials Limited. Any hazardous materials not normally used in Concessionaire's operations are barred from DIA premises. Concessionaire shall identify all hazardous materials to be used at DIA along with a description of how these materials and any associated hazardous or other waste materials generated by Concessionaire will be managed while on airport property. This information is required prior to Concessionaire conducting activities on DIA property.

D. MSDSs. Prior to operation, Concessionaire shall maintain copies of Material Safety Data Sheets ("MSDSs") for all chemicals to be used in their activities including those used for cleaning and maintenance. This obligation is continuing for the term of the Concession Agreement, and Concessionaire shall make this documentation available for DIA inspection upon request.

E. Pollution Prevention. Concessionaire is encouraged to utilize the concepts of pollution prevention, energy efficiency, and waste minimization with regard to its activities at DIA.

F. DIA's recycling program. All plastics (#1-5, 7) along with metal food and beverage cans, glass jars and bottles, and paper goods (office papers and newspaper) will be recycled in the single-stream recycling infrastructure provided by DIA. Corrugated cardboard will be segregated and recycled in the cardboard compactors.

G. DIA's Composting Program. All food products along with waxy cardboard, paper napkins, paper towels, and compostable service-ware will be deposited into the composting infrastructure provided by DIA.

H. Green Procurement Process. Concessionaire will implement a green procurement process within their business and provide a copy of the green procurement process to DIA. All incoming products packaging shall be recyclable, compostable, or biodegradable to the greatest extent practicable.

SECTION 2: REVIEW OF ENVIRONMENTAL DOCUMENTS

At the City's request and upon reasonable notice and at reasonable times, Concessionaire shall make available for inspection and copying any or all of the documents and materials that Concessionaire has prepared pursuant to any Environmental Requirement hereunder or submitted to any governmental or regulatory agency. If there is a requirement to file any notice or report of a release or threatened release of a substance on, under, or about the work conducted on DIA property, Concessionaire shall provide a copy of such report or notice to the City.

SECTION 3: ACCESS FOR ENVIRONMENTAL INSPECTION

Without prior notice to Concessionaire, the City shall have an unimpeded right of access to and inspection of the occupancy or work areas in order to confirm that Concessionaire is conducting its activities in accordance with the Concession Agreement. At the City's request, Concessionaire shall conduct any testing and analysis at its cost. Such testing and analysis are necessary to ascertain whether Concessionaire is in compliance with the Concession Agreement.

SECTION 4: CORRECTION OF ENVIRONMENTAL NON-COMPLIANCE

If Concessionaire fails to comply with any applicable Environmental Requirement, at its election the City may enter the facility and/or work area and take such measures as may be necessary to ensure compliance with the Environmental Requirements. Concessionaire bears all the expenses taken by the City to correct Concessionaire's environmental non-compliance. The City's rights to correct such non-compliance are in addition to its rights and remedies described elsewhere in the Concession Agreement.

SECTION 5: DUTY TO NOTIFY THE CITY

Concessionaire shall immediately notify the City verbally by contacting the Airport Communications Center (303-342-4200) and the appropriate regulatory agency in the event of a release or threatened release of a substance relating to or arising out of Concessionaire's use or activities on DIA. Concessionaire also has a duty to notify the City in the event any claim, demand, cause of action, or notice is made against Concessionaire with regard to its failure or alleged failure to comply with any requirement hereunder. Concessionaire shall immediately control and remediate the contaminated media, and as provided below, Concessionaire shall follow-up its verbal notice with a written report within three days of such incident. In addition, at its expense Concessionaire shall provide the City with copies of any written claims, demands, notices, or actions so made.

SECTION 6: ENVIRONMENTAL REMEDIATION

Concessionaire shall undertake all actions necessary to remedy or remove any released or spilled materials and any other contamination discovered on or under DIA property introduced or affected by Concessionaire. At the City's sole discretion, Concessionaire shall restore the Concession Space to either its condition immediately prior to the initiation of the Concession Agreement or to a condition in compliance with all applicable local, state, federal, or airport laws, rules, regulations, or orders. This work shall be performed at Concessionaire's expense, and the City shall have the right to review the project plan, as well as review and inspect all such work at any time, using consultants and representatives of the City's choice. Concessionaire shall further conduct surface and subsurface monitoring pertaining to Concessionaire's activities hereunder to ensure compliance with applicable laws, rules, regulations, and permits or as determined by the Manager of Aviation.

SECTION 7: ENVIRONMENTAL REQUIREMENTS FOR CONSTRUCTION

Concessionaire agrees to ensure that its premises are designed, constructed, operated, and maintained in a manner that minimizes environmental impacts through application of appropriate preventive measures. Further, Concessionaire agrees to comply with all federal, state, and local environmental requirements. Concessionaire shall comply with the DIA Concessionaire Development Guidelines, as amended, for any alterations to existing facilities or the construction of any new facilities. In addition, Concessionaire shall comply with ***Exhibit X, Provisions of for Design and Construction of Improvements*** of the Concession Agreement.

