

**AIRPORT CARGO FACILITIES
NON SIGNATORY LEASE AGREEMENT**

Between

CITY AND COUNTY OF DENVER

and

AIR GENERAL, INC.

at

DENVER INTERNATIONAL AIRPORT

FOR A MONTH TO MONTH TERM

BEGINNING APRIL 6, 2015 AND

ENDING DECEMBER 31, 2016

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AIRPORT CARGO FACILITIES LEASE AGREEMENT

THIS AIRPORT CARGO FACILITIES LEASE AGREEMENT (the "Agreement"), made and entered into as of the date indicated on the City's signature page, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "**CITY**"), Party of the First Part, and **AIR GENERAL, INC.**, a corporation organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, and authorized to do business in the State of Colorado, (hereinafter referred to as the "**LESSEE**"), Party of the Second Part;

W I T N E S S E T H :

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

WHEREAS, the Lessee is engaged in the business of loading and unloading property, cargo and mail, or one or more thereof, from aircraft; and

WHEREAS, the parties desire to enter into this Agreement for the lease of certain cargo premises and facilities at the Airport as more fully hereinafter set forth;

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

PART I DEFINITIONS

1.01 "AIRFIELD AREA FACILITIES"

Means (A) runways; (B) taxiways; (C) passenger ramp and apron areas (other than the cargo ramp and apron areas); and (D) any extensions or additions to the above and any other space or facilities provided by the City at the Airport for public and common use by aircraft operators in connection with the landing and taking off of aircraft, or in connection with operations to be performed by aircraft operators upon the runways, taxiways, passenger ramp and apron areas; but only as from time to time provided by the City at the Airport for public and common use by aircraft operators.

1.02 "AIRPORT RULES AND REGULATIONS"

Means the reasonable rules and regulations governing the use of the Demised Premises and any other portion of the Airport as may from time to time be adopted and promulgated by the City for the management, operation and control of the Airport, including those pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided, however, such rules and regulations shall not be inconsistent with the rights herein granted to the Lessee; provided, further, that nothing herein shall be considered to restrict the police power of the City.

1.03 “CARGO LEASE AREA”

Means the cargo ramp, building, and landside areas shown on Exhibit C and any extensions or additions to the above and any other cargo space or facilities provided by the City at the Airport for public and common use by cargo air carriers and cargo handlers.

1.04 “DEMISED PREMISES”

Means, at any time, those areas and facilities which are leased to Lessee for its use and occupancy, as more specifically set forth in Sections 3.01 and 3.02. Such areas and facilities may not be used or occupied by others unless authorized by Lessee and approved by the City.

1.06 “FISCAL YEAR”

Means January 1 through December 31.

1.07 “GENERAL BOND ORDINANCE”

Means the 1984 Airport System General Bond Ordinance approved by the City Council of the City and County of Denver on November 29, 1984, Ord. 626, Series of 1984, as supplemented or succeeded.

1.08 “MANAGER”

Means the Manager of the City’s Department of Aviation or the Manager’s successor in function having jurisdiction over the management, operation and control of the Airport. “Manager’s authorized representative” or words of similar import shall mean the officer or employee of the City designated in writing by the Manager as the Manager’s authorized representative, until notice otherwise is thereafter given to the Airline.

PART II CARGO LEASE AREA

2.01 CARGO HANDLING SERVICES

Lessee shall have the right to use the Cargo Lease Area for the purpose of loading and unloading freight, mail, supplies, and cargo transported or to be transported on aircraft owned and operated for and on behalf of British Airways as well as other client carriers, as more specifically set forth in Part III below, unless otherwise authorized by the Manager.

PART III LEASE AND USE OF DEMISED PREMISES

3.01 DEMISED PREMISES

The City hereby leases to the Lessee and the Lessee hereby agrees to lease from the City those certain parcels of real property at the Airport designated on Exhibit C (which drawings are incorporated herein and made a part hereof by reference) (collectively, the “Demised Premises”). It is acknowledged and agreed that the Demised Premises under this Agreement constitute non-residential real property. Except to the extent required for the performance of the obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the

Lessee any rights whatsoever in the air space above the Demised Premises except as approved by the City.

3.02 USE OF DEMISED PREMISES

- (A) The Air Cargo Building portion of the Demised Premises as shown on Exhibit C for the exclusive use of Lessee as follows:
- (1) For the reception, handling, build-up, breakdown, sorting and distribution of air cargo transported or to be transported on aircraft owned or operated for and on behalf of British Airways as well as other client air carriers; and the receipt, handling and distribution of other documents and packages.
 - (2) For the reception, storage and distribution of repair parts, supplies and other personal property owned by, or in the possession of Lessee for the performance of minor repairs to personal property of the Lessee or that of its aircraft operators.
 - (3) For the training of personnel employed or to be employed by the Lessee in connection with its air cargo operations.
 - (4) For normal office purposes associated with the conduct of an air cargo business by Lessee.
 - (5) Vending machines may be permitted for the use of Lessee's employees pursuant to paragraph 10.04 herein.
- (B) The portion of the Demised Premises designated "Ramp Lease Area-Parcels No. 1, 2, and 3" as shown on Exhibit C for the exclusive use of Lessee for ground equipment storage and circulation.
- (C) The portion of the Demised Premises designated "Landside Lease Area" as shown on Exhibit C for the non-exclusive use of Lessee for loading and unloading of cargo and for parking of motor vehicles by employees, customers, patrons, contractors, agents, and invitees of Lessee.

PART IV PROVISIONS RELATING TO DEMISED PREMISES AND JOINT USE FACILITIES

4.01 MAINTENANCE

(A) The City shall provide services and maintenance in the Demised Premises and Joint Use Facilities as indicated in Exhibit E, attached hereto and made a part hereof, and shall bear the cost thereof in consideration of payment to be made by the Lessee pursuant to the provisions hereof.

(B) The Lessee agrees that it will at all times under its control maintain its Demised Premises and Joint Use Facilities in a neat, clean, safe and orderly condition, in compliance with the requirements of 42 U.S.C. § 12101 et seq., 49 U.S.C. § 41705, and 14 C.F.R. Part 382, and in keeping with the general decor of the area in which they are situated, and that it will perform

those maintenance services shown on said Exhibit E to be performed by an Airline, including but not limited to:

(i) all utilities, equipment, trash and janitorial services, and maintenance of the Demised Premises, including, but not by way of limitation, snow removal of the Demised Premises; fire extinguishers; maintenance, repair and replacement of doors and windows; water; gas; electricity; light; heat; power and telephone service.

(ii) all maintenance and repair of the Demised Premises except for latent defects in the Demised Premises or repairs necessitated by the negligence or willful acts of the City, its employees, agents and contractors.

4.02 ALTERATIONS TO DEMISED PREMISES

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

Said improvements, and all alterations thereof and additions thereto, shall in all respects be constructed in accordance with the ordinances and any applicable code or rule and regulation of the City and County of Denver, including the Airport Rules and Regulations governing tenant construction specifications and other non-technical requirements, in accordance with the attached Exhibit G, "Design Standards, Construction Procedures and Environmental Requirements," which is incorporated herein by reference, in accordance with the requirements of 42 U.S.C. § 12101 et seq., 49 U.S.C. § 41705, and 14 C.F.R. Part 382, and pursuant to any required building permit to be obtained from the City and according to the customary terms and conditions thereof.

4.03 SUB-LETTING, ASSIGNMENT AND GROUND HANDLING ARRANGEMENTS

No interest or rights under this Agreement may be transferred except as provided under this Section 4.03

Lessee may sublet, assign or otherwise transfer the Demised Premises, in whole or in part to another company, or use the Demised Premises for the handling by Lessee's personnel of air transportation operations of other companies, subject, however, to each of the following conditions:

(A) No sub-lease, assignment, ground handling agreement or other transfer shall relieve Lessee from primary liability for any of its obligations hereunder, and Lessee shall continue to remain primarily liable for the payment of rentals, fees and charges applicable to such premises and facilities hereunder;

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

(C) Any sublease, assignment, ground handling agreement or other transfer shall be subject to the prior written approval of the Manager; and

Any sublease, assignment or other transfer by Lessee to any affiliate or subsidiary company of Lessee shall be permitted without compliance with the conditions set forth above.

4.04 RIGHT TO ENTER AND MAKE REPAIRS

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

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

(B) To perform maintenance and make repairs and replacements in any case where the Lessee is obligated to do so and has failed after reasonable notice to do so, in which event the Lessee shall promptly upon demand reimburse the City for the actual cost thereof, plus a 15% administrative charge.

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

(D) In the exercise of the City's police power.

No such entry by or on behalf of the City upon such Demised Premises leased to Lessee shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by the Lessee.

4.05 ABANDONMENT OF DEMISED PREMISES

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

4.06 DESTRUCTION OF PREMISES

If by reason of any cause Lessee's Demised Premises, or any portion thereof, are damaged or destroyed by fire or other casualty, then:

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

(B) If such Demised Premises are damaged to such an extent that the Demised Premises are untenable, the City, acting by and through the Manager, will make all reasonable efforts to provide substantially equivalent substitute premises and facilities, and such substitute premises and facilities will be made available to Lessee consistent with those rentals, fees and charges for the use of the Airport established and modified from time to time by the City in accordance with this Agreement.

(C) For portions of the Demised Premises that are untenable, Lessee shall receive a pro rata abatement of rentals, fees and charges applicable thereof from the date of such occurrence to the date upon which such portions of the Demised Premises are repaired and restored.

PART V GENERAL PROVISIONS

5.01 AGREEMENTS WITH THE UNITED STATES

This agreement is subject and subordinate to the provisions of any agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Improvement Act of 1982, as amended. The provisions in the attached Appendices 1 and 2 are hereby incorporated herein by reference.

5.02 BOND ORDINANCES

This 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 Agreement acknowledge and agree that all property subject to this Agreement which was financed by the net proceeds of tax-exempt bonds is owned by the City, and Lessee agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Lessee agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this Agreement) not to claim depreciation or an investment credit with respect to any property subject to this 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.

5.03 LAWS, REGULATIONS, AND AGREEMENTS TO BE OBSERVED

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

(B) The Lessee shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with the Airport Rules and Regulations.

(C) The Lessee shall, at all times, faithfully obey and comply with all existing laws, rules and regulations adopted by federal, state, local or other governmental bodies and applicable to or affecting the Lessee and its operations and activities in and at the Airport, including 49 U.S.C. § 41705 (the Air Carrier Access Act) and implementing regulations at 14 C.F.R., Part 382, and 42 U.S.C. § 12101 et seq. (the Americans with Disabilities Act) and implementing regulations.

(D) It is agreed that any disputes regarding laws, ordinances, rules and regulations regarding the Airport issued by the City shall first be presented to administrative hearing before the Manager or the Manager's authorized representative following the procedure outlined in Denver Revised Municipal Code Section 5-17. It is further agreed that no action shall be brought against the City contesting any such laws, ordinances, rules and regulations until there has been full compliance with the terms of said section 5-17. Nothing herein shall be construed to prevent Lessee from contesting in good faith any laws, ordinances, rules or regulations without being considered in breach hereof during such time as is required to exhaust the administrative hearing procedures, so long as such contest is diligently commenced and prosecuted by Lessee.

PART VI RENTALS, RATES, FEES, AND CHARGES

6.01 GENERAL PROVISIONS

Rentals, Rates, Fees, and Charges shall be established in accordance with Section 120 of the Airport Rules and Regulations, as amended. The City, acting by and through its Manager, may from time to time reestablish the rentals, rates, fees and other charges for the use of Airport in accordance with ordinary cost-accounting concepts and ratemaking procedures established and adopted by the Manager for establishing rentals, rates, fees and charges.

6.02 PAYMENT OF FIXED AND VARIABLE RATES, FEES AND CHARGES

(A) Rentals for the Demised Premises shall be paid in twelve (12) equal monthly installments, and shall be due and payable, in advance, without notice on or before the first day of the then current month.

(B) In addition to the fixed rates, fees, and charges provided herein, Lessee shall pay for other common use facilities, equipment, services and maintenance utilized by Lessee. Said rates, fees and charges shall be paid monthly, in advance, and adjusted, if necessary, based on such actual costs. Any additional amount due from the Lessee or refund owed to the Lessee, as the case may be, based on such actual costs, shall be paid by the Lessee or credited by the City, as the case may be, to rates, fees and charges. Such services may include, but are not limited to, industrial waste, sewer and water and trash.

6.03 AUDIT AND RECONCILIATION

Upon release by the City's independent auditors of the audited financial statements of Airport, the City shall post a copy of the annual audit report, prepared in accordance with Generally Accepted Accounting Principles and certified by an independent accountant, covering the operation of the Airport for such preceding fiscal year. If the rentals, fees and charges paid by Lessee were greater than the respective amounts chargeable to Lessee, Lessee shall receive credits promptly in the amount of such overpayment against future rentals, fees and charges. If the rentals, fees and charges paid by Lessee were less than the respective amounts chargeable to Lessee, Lessee shall pay promptly the amount of any such deficiency.

PART VII TERM OF THE AGREEMENT

7.01 TERM OF AGREEMENT

The term of this Lease shall commence on April 6, 2015 and shall terminate on the earlier to occur of:

- (a) 12:00 noon M.S.T. on December 31, 2016; or
- (b) Any other provision to the contrary notwithstanding, at the City's option, upon giving thirty (30) days written notice to lessee of the City's intention to terminate, at the end of which time all the rights of Lessee under this Agreement shall terminate.

7.02 TERMINATION OF LEASE BY CITY

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

(A) If the rentals, rates, fees, charges or other money payment which the Lessee herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due; or

(B) If the Lessee shall use or permit the use of the Demised Premises covered hereby at any time for any purpose for which the use thereof at that time is not authorized by this Agreement or by the subsequent written consent of the Manager, or shall use or permit the use thereof in violation of any law, rule or regulation to which the Lessee has agreed in this Agreement to conform; or

(C) If Lessee shall be in violation of any provision of Section 4.03 with respect to the subletting of the Demised Premises hereunder; or

(D) If, during the term of this Agreement, the Lessee shall (a) apply for or consent to, in writing signed on behalf of the Lessee by any of its officers or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of the Lessee or of all or a substantial part of its assets, (b) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due, (c) make a general transfer for the benefit of creditors, (d) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law, or (e) file an answer admitting the material allegations of a petition filed against the Lessee in any bankruptcy, reorganization or insolvency proceeding, or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the Lessee as bankrupt or as insolvent, or approving a petition seeking a reorganization of Lessee or of all or a substantial part of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days, then, and in any of such events, the City may give to the Lessee a notice of intention to end the term of this Agreement in its entirety after the expiration of thirty (30) days from the date of service of such notice, and on the date set forth in said notice the term of this Agreement and all right, title and interest of Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and the Lessee will then voluntarily and peaceably quit and surrender the Preferential Use Facilities and Demised Premises covered hereby to the City, but the Lessee shall remain liable as herein provided; or

(E) If any of Lessee's directors or officers assigned to or responsible for operations at the Airport shall be or have been convicted of any crime which is a disqualifying offense under 49 CFR 1544 governing issuance of airport security badges.

7.03 TERMINATION OF LEASE BY LESSEE

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

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

(B) If by legislative action of the United States British Airways is deprived of such certificate of similar document; or

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

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

(E) If the Demised Premises are damaged or destroyed by fire or other casualty as set forth in paragraph 4.06 herein, and the City and Lessee mutually agree that such destruction of the premises is beyond repair and that substantially equivalent substitute premises and facilities are not available; or

(F) The Lessee may, by prior written notice sent to and received by the City, elect to terminate this Agreement if the Lessee fails to maintain any agreements, of any kind, to handle in any manner property, cargo, or mail at the Airport. This termination shall be effective no sooner than thirty (30) days after the receipt of notice by the City. Such termination and acceptance by the City shall not be a waiver of, or relieve the Lessee from, any obligations under this Agreement that arose during occupancy or that survive termination.

7.04 EFFECTIVE DATE OF TERMINATION

Notwithstanding anything to the contrary in this Agreement, no termination declared by either party shall be effective until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect and the cause for which it is being terminated (and if such termination is by reason of a default under this Agreement for which termination is authorized, specifying such default with reasonable certainty). No such termination shall be effective if such cause shall have been cured or obviated during such thirty

(30) day period, or in the event such cause is a default under this Agreement (for which termination is authorized) and if by its nature such default cannot be cured within such thirty (30) day period, such termination shall not be effective if the party in default commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable; provided that the thirty (30) day period shall not apply to termination declared for failure of Lessee to make money payments hereunder, for which termination may be declared by the City upon fifteen (15) days' written notice, unless Lessee remedies such default within such fifteen (15) day period; and provided further that the Lessee will be allowed only two (2) notices of default with respect to money payments in any one year which it may cure. Upon termination of this Agreement, the parties hereto shall be relieved from all obligations hereunder except as set forth in Sections 6.05, 7.05, 7.06, 8.02, 10.08, 10.14, and 10.15. The right of any party hereto to terminate this Agreement shall not in any manner affect or limit such party's right to exercise any other right or remedy it may have rather than its right of termination.

7.05 SURRENDER AND HOLDING OVER

The Lessee covenants that at the expiration of the period for which the Demised Premises are leased to it, or at the earlier termination of the letting thereof, it will quit and surrender such Demised Premises in good state and condition, reasonable wear and tear, acts of God or other casualty and damage due to the negligent or willful act or omission of the City excepted, and except as otherwise provided in Section 4.02, the Lessee shall forthwith remove there from all equipment, trade fixtures and personal property belonging to it. The City shall have the right on such termination to enter upon and take possession of such Demised Premises with or without process of law, without liability for trespass.

Holding over by Lessee following the expiration of the term of this Agreement or any extension thereof, without an express agreement as to such holding over, shall be deemed and taken to be a periodic tenancy from month-to-month. The Lessee shall be subject to all the terms and conditions of this Agreement as amended from time to time or any extension thereof. Rent, fees and charges for each month of such holding over shall be paid as provided herein and in a sum equal to the monthly rental required for the month prior to the end of the term of this Agreement or as reestablished as provided for herein. In the event Lessee fails to surrender the Preferential Use Facilities and Demised Premises upon termination or expiration of this Agreement, or such month-to-month tenancy, then Lessee shall indemnify City against loss or liability resulting from any delay of Lessee in not surrendering same.

7.06 TERMINATION OF HOLDOVER

If Lessee holds over pursuant to Section 7.05 hereof, either party may, with or without cause, cancel or terminate said tenancy by giving not less than thirty (30) days written notice to the other party. Said notice shall set out the date of such cancellation and termination.

PART VIII PERFORMANCE BOND, INDEMNIFICATION AND INSURANCE

8.01 PERFORMANCE BOND

Unless otherwise provided by Airport Rules and Regulations, as they may be adopted or amended from time to time, upon the commencement of the term of this Agreement, the Lessee shall deliver to the Manager for the City and County of Denver, and shall maintain in effect at all

times during the term of this Agreement, including a period of six (6) months after expiration (or earlier termination of the letting of the Demised Premises hereunder) of said Agreement, a valid corporate Performance Bond, or an irrevocable Letter of Credit, in the amount of Three Million Dollars (\$3,000,000.00), or an amount equal to three (3) months of rent, rates, fees or charges payable hereunder, whichever is less, payable without condition to the City and County of Denver, with surety acceptable to and approved by the City's Manager, which bond or irrevocable letter of credit shall guarantee to the City full and faithful performance of all of the terms and provisions of this Agreement to be performed by the Lessee, and as said Agreement may be amended, supplemented or extended.

Notwithstanding the foregoing, if at any time during the term hereof, the Manager deems the amount of the surety insufficient to properly protect the City from loss hereunder because the Lessee is or has been in arrears with respect to such obligations or because the Lessee has, in the opinion of the Manager, violated other terms of this Agreement, the Lessee agrees that it will, after receipt of notice, increase the surety to an amount required by the Manager; provided however, the percentage increase in the amount of surety shall not exceed the annual percentage increase that has occurred with respect to the Lessee's rental and fee rates in effect under this Agreement.

8.02 INDEMNIFICATION

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

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

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

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

8.03 INSURANCE MAINTAINED BY LESSEE

At all time during the term of this Agreement, unless otherwise required by federal or state governmental law or regulation, the Lessee is required and agrees, at its own cost and expense, to provide and keep in force for the benefit of the Lessee and the City, a policy, or policies, of insurance written on a single limit each occurrence basis with limits of not less than Ten Million Dollars (\$10,000,000.00) for bodily injury and property damage arising from any operation of the Lessee at the Airport and contractual liability coverage. The Manager may increase the limit of insurance required when, in her discretion, she deems the amount stated herein is insufficient.

Such insurance policy, or policies, and certificates of insurance evidencing the existence thereof shall cover all operations of the Lessee at the Airport, shall be in a form and written by a company, or companies, approved by the Airport's Risk Manager and shall insure the Lessee's agreement to indemnify the City as set forth in the indemnification provisions hereof. The amount of insurance required hereunder shall in no way limit the liability of the Lessee as provided in Section 8.02 of this Agreement. The City shall not be named insured of said insurance. Each such policy and certificate shall contain a special endorsement stating "This policy will not be materially changed or altered or canceled without first giving thirty (30) days written notice by certified mail, return receipt requested, to the Manager of Aviation, Denver International Airport, AOB- 9th Floor, 8500 Peña Boulevard, Denver, Colorado 80249-6340." All such policies of insurance, or certified copies thereof, together with receipts showing payment of premiums thereon, shall be made available for review by the City at such times and places as required by the Manager. Certificates of insurance evidencing the existence of said policies shall be delivered to and left in the possession of said Manager.

8.04 LIENS

Except to the extent inconsistent with other provisions of this Agreement, the Lessee covenants and agrees to pay promptly all lawful taxes, excises, license fees and permit fees applicable to its operations at the Airport and to take out and keep current all licenses, municipal,

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

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

8.05 LOSS OR DAMAGE TO PROPERTY

The 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 said Airport resulting from airport operations including but not limited to operating the elevators or electric lighting, or wind, water, rain or snow, which may come into or issue or flow from any part of said Airport, or from the pipes, plumbing, wiring, gas or sprinklers thereof or that may be caused by the City's employees or any other cause whatsoever, and the Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time.

8.06 FORCE MAJEURE

Neither the City nor the Lessee shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations under this Agreement if, while and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion and any circumstances for which it is not responsible and which are not within its reasonable control. This provision shall not apply to failures by the Lessee

to pay rents, fees or other charges, or to make any other money payment whatsoever required by this Agreement, except in those cases where provision is made in this Agreement for the abatement of such rents, fees, charges or payments under such circumstances.

PART IX QUIET ENJOYMENT; INCONVENIENCE DURING CONSTRUCTION

9.01 COVENANT OF QUIET ENJOYMENT

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

9.02 INCONVENIENCE DURING CONSTRUCTION

The Lessee recognizes that from time to time during the term of this Agreement it will be necessary for the City to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Lessee in its operations at the Airport. The City shall consult with Lessee prior to taking any such action which would adversely affect the Lessee's operations at the Airport unless such action is necessitated by circumstances which in the opinion of the Manager pose an immediate threat to the health and safety of persons using the Airport. The Lessee agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by reason of minor inconvenience or minor discomfort as a result of such action and, for and in further consideration of the lease of the Demised Premises, the Lessee waives any right to claim damages or other consideration for such minor inconvenience or minor discomfort.

PART X MISCELLANEOUS PROVISIONS

10.01 LEASE BINDING

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

10.02 PARAGRAPH HEADINGS AND INDEX

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

10.03 SIGNS

The Lessee agrees that no signs or advertising displays shall be painted on or erected in any manner upon its Demised Premises without the prior written approval of the Manager or the Manager's authorized representative; and that signs identifying the Lessee, or for any other

purpose, will conform to reasonable standards established by the Manager, or the Manager's authorized representative, with respect to type, size, design, location, and content. The initial Lessee directional signage package (roadway, Terminal, Concourse and directory) is provided by the City. All subsequent revisions and installations are at Lessee's expense unless required pursuant to paragraph 4.08 herein.

10.04 VENDING MACHINES

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

10.05 SALE OF FOOD, BEVERAGES AND MERCHANDISE

The Lessee shall not sell, or permit the sale of food, food products, beverages (both alcoholic and non-alcoholic) or merchandise upon the Preferential Use Facilities and Demised Premises occupied by it except by a concessionaire to whom the City has granted the right to provide such services in said Preferential Use Facilities and Demised Premises and except that, with respect to its Demised Premises, Lessee may sell, or permit the sale of, such items on its own behalf or by a concessionaire selected by Lessee. Lessee agrees to pay the same fees and charges that would be applicable to an Airport concessionaire with respect to the sale of such products.

10.06 PURCHASES BY LESSEE

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

10.07 NON-DISCRIMINATION

The Lessee, for itself, its successors and assigns, as a part of the consideration hereof does hereby agree as follows:

(A) As more fully set forth in Appendix 1 attached hereto and incorporated herein by reference, if facilities are constructed, maintained or otherwise operated on the Demised Premises for purposes in which federal financial assistance is extended under a Department of Transportation program or activity, or for another purpose involving the provision of a similar service or benefit, the Lessee shall maintain and operate such facilities and services in compliance with all requirements of 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(B) The Lessee will in all of its operations and activities in and at the Airport comply with all applicable requirements of the Air Carrier Access Act, 49 U.S.C. § 41705, and regulations implementing such Act at 14 C.F.R. Part 382, and the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. and all regulations implementing such Act.

10.08 NO PERSONAL LIABILITY

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

10.09 NOTICES

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

Manager of Aviation Denver International Airport 8500 Peña Boulevard, AOB 9 th Floor Denver, Colorado 80249-6340	and	Asset Development Section Manager, Lessees Denver International Airport 8500 Pen ^o a Boulevard, AOB, 9 th Floor, Room 9870 Denver, Colorado 80249-6340
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All notices required to be given to the Lessee hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to:

President
Air General
403 The Hill
Portsmouth NH 03801

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

10.10 PLACE AND MANNER OF PAYMENTS

In all cases where the Lessee is required by this Agreement to pay any rentals, fees or other charges or to make other payments to the City, such payments shall be due and payable without notice and shall be sent to: Airport Revenue Fund, Denver International Airport, P. O. Box 492065, Denver, Colorado 80249-2065, overnight express mail shall be addressed to: Airport Revenue Fund, Denver International Airport, Attn. Accounts Receivable, 8500 Peña Boulevard, Denver, CO 80249-6340 or at such other place in the City and County of Denver as the City may hereafter designate by notice in writing to the Lessee. All payments shall be made in legal tender of the United States. Any check or electronic payment shall be received by the City subject to collection, and the Lessee agrees to pay any bank charges for use of electronic payment methods or for the collection of any payments.

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

10.11 SEVERABILITY

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

10.12 SECURITY

It is understood and agreed by the Lessee that in addition to the Lessee's responsibilities to maintain the Demised Premises as provided herein, it shall take reasonable security precautions to use and maintain the Demised Premises in a manner as to keep them secure from unauthorized intrusion and shall with respect to any area of the premises opening to an air operations area of the airport provide for an adequate security system designed to prevent unauthorized persons or vehicles from entering such air operations area. An "air operations area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at a standard no less than required and set out in Transportation Security Administration (TSA) regulations, including 49 CFR, Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

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

10.13 WAIVERS

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

term, covenant or condition herein contained to be performed, kept and observed by the Lessee or the City.

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

10.14 LESSEE BOOKS AND RECORDS

The Lessee agrees that the Manager and the Auditor of the City or any of their duly authorized representatives, until the expiration of three (3) years after the termination of this Agreement, shall have the right, at any reasonable time and at their own expense, to have access to and the right to examine any books, documents, papers and records of the Lessee pertinent to this Agreement. The Lessee, upon request by either, shall make all such books and records available for examination and copying in Denver.

10.15 CITY BOOKS AND RECORDS

The City shall follow such procedures and keep and maintain in Denver such books, records and accounts as are necessary or required under the provisions of this Agreement or the General Bond Ordinance. Such books, records and accounts shall contain all items affecting the computation of Lessee rentals, rates, fees and charges, recorded in accordance with reasonable accounting principles or procedures. Lessee shall have the right, at any reasonable time and at its own expense, until the expiration of three (3) years after the termination of this Agreement, to examine and make copies of the City's books, records and accounts pertinent to the Agreement.

10.16 CITY SMOKING POLICY

The Lessee agrees that it will prohibit smoking by its employees and the public in the Demised Premises and will not sell or advertise tobacco products. Lessee acknowledges that smoking is not permitted in Airport buildings and facilities except for designated smoking lounges. The Lessee and its officers, agents and employees shall cooperate and comply with the provisions of the City's Executive Order No. 99 dated December 1, 1993, Executive Order No. 13 dated July 31, 2002, the provisions of Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., and the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 et. seq.

10.17 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Lessee and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 94 dated October 29, 2002, and Attachment A thereto, or any successor executive order concerning the use, possession or sale of alcohol or drugs.

10.18 THIRD PARTIES

This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties (excepting parties to whom the Lessee may assign this Agreement in accordance with Section 4.03 hereof, and excepting any successor to the City) any right to claim damages or to bring any suit, action or other proceeding against either the City or the Lessee

because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained.

10.19 SUPPLEMENTAL INFORMATION TO BE SUPPLIED BY LESSEE

Not later than fifteen (15) calendar days after the end of each month, the Lessee shall complete and file with the City written activity reports for the preceding month on forms provided by the City. Information to be provided will include, but not be limited to; freight, express, and mail information, in and out.

10.20 CITY NON-DISCRIMINATION

In connection with the performance of work under this Agreement, the Lessee 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. The Lessee further agrees to insert the foregoing provision in all subleases hereunder.

10.21 DISPUTES

It is agreed and understood by the parties hereto that disputes under or related to this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver, or such other substantially similar ordinance as may be adopted hereafter by the City. The City, however, shall retain its right to obtain an order of eviction in accordance with applicable state laws. The parties hereto agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to the right of the parties to appeal the determination under Colorado Rule of Civil Procedure 106, or subject to rights under federal law.

10.22 AMENDMENTS TO EXHIBITS AND APPENDICES

The parties acknowledge that the rights and obligations of each of them as set forth in this Agreement will extend over a period of years. The Exhibits and Appendices hereto are intended to set forth the parties' current understandings and expectations with respect to the intended leasehold interests and such understandings and expectations may change over time. Therefore, the Manager is expressly authorized to make adjustments to such exhibits and appendices from time to time to reflect agreed-upon changes, without affecting the underlying rights and obligations as set forth herein. Any such adjustments shall be evidenced in writing.

10.23 ENTIRE AGREEMENT; AMENDMENT

The parties acknowledge and agree that the provisions contained in this Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter thereof, and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. This Agreement cannot be changed or terminated orally. No alterations, amendments, changes or modification, 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 Agreement.

10.24 CONDITION; FINAL APPROVAL

This Agreement is expressly subject to, and shall not be or become effective or binding on the City until approved by Denver City Council and fully executed by all signatories of the City and a fully executed copy has been delivered to Lessee. This Agreement may be signed electronically by either party in the manner specified by the City.

END OF DOCUMENT

SIGNATURE PAGES FOLLOW

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the Airline, 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. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Airline 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.

APPENDIX NO. 2

DISADVANTAGED BUSINESS ENTERPRISES - REQUIRED STATEMENTS

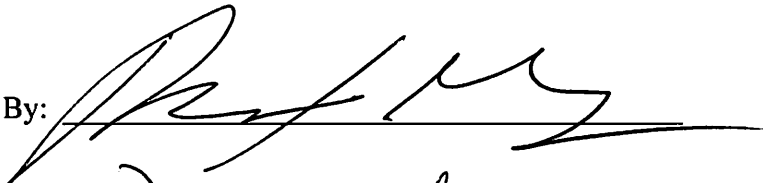
Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation. The City and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City and its contractors shall not discriminate on the basis of race, color, sex, creed or national origin in the award and performance of DOT-assisted contracts.

49 CFR 26.5 defines a DOT-assisted contract as “any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.” “Contractor” means one who participates through a contract or subcontract (at any tier) in a DOT-assisted highway, transit, or airport program.

Contract Control Number: PLANE-201522273-00

Contractor Name: Air General, Inc.

By: 

Name: Patrick Meloney
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Exhibit A

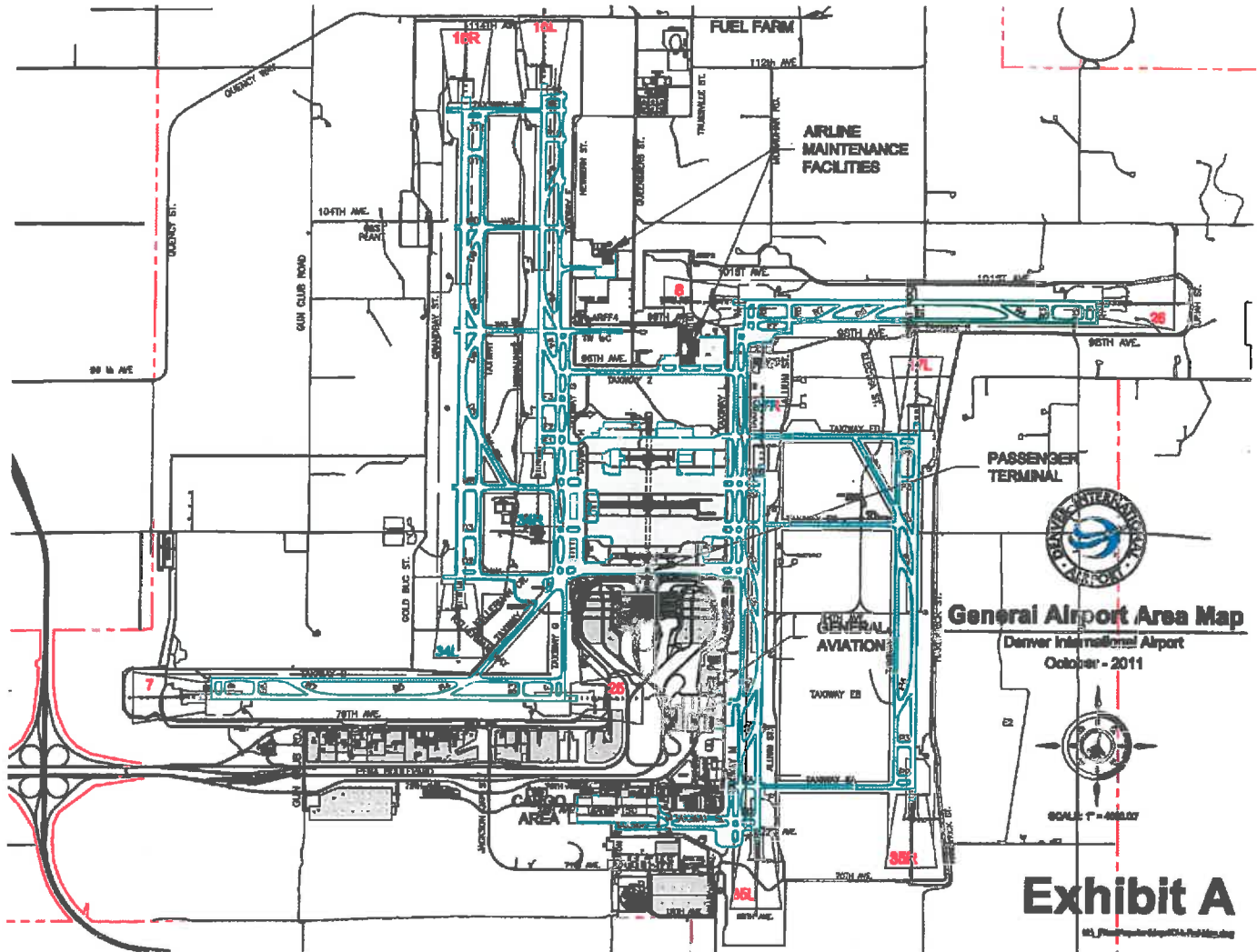


EXHIBIT B
RESERVE FOR FUTURE USE

EXHIBIT C
DEMISED PREMISES

LEGAL DESCRIPTION FOR THE AIR GENERAL, INC. LEASE AREA

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

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

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

Commencing at the East Quarter corner of said Section 33;

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

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

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

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

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

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

Said Building Lease Area contains 5705.70 square feet.

Beginning at Point A as described above;

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

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

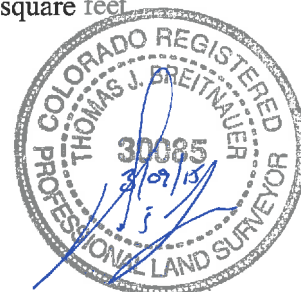
Thence North 89°57'58" East, a distance of 107.00 feet to the centerline of the westerly wall of said existing building;

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

Said Landside Lease Area contains 5355.35 square feet.

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

See Exhibit "B"

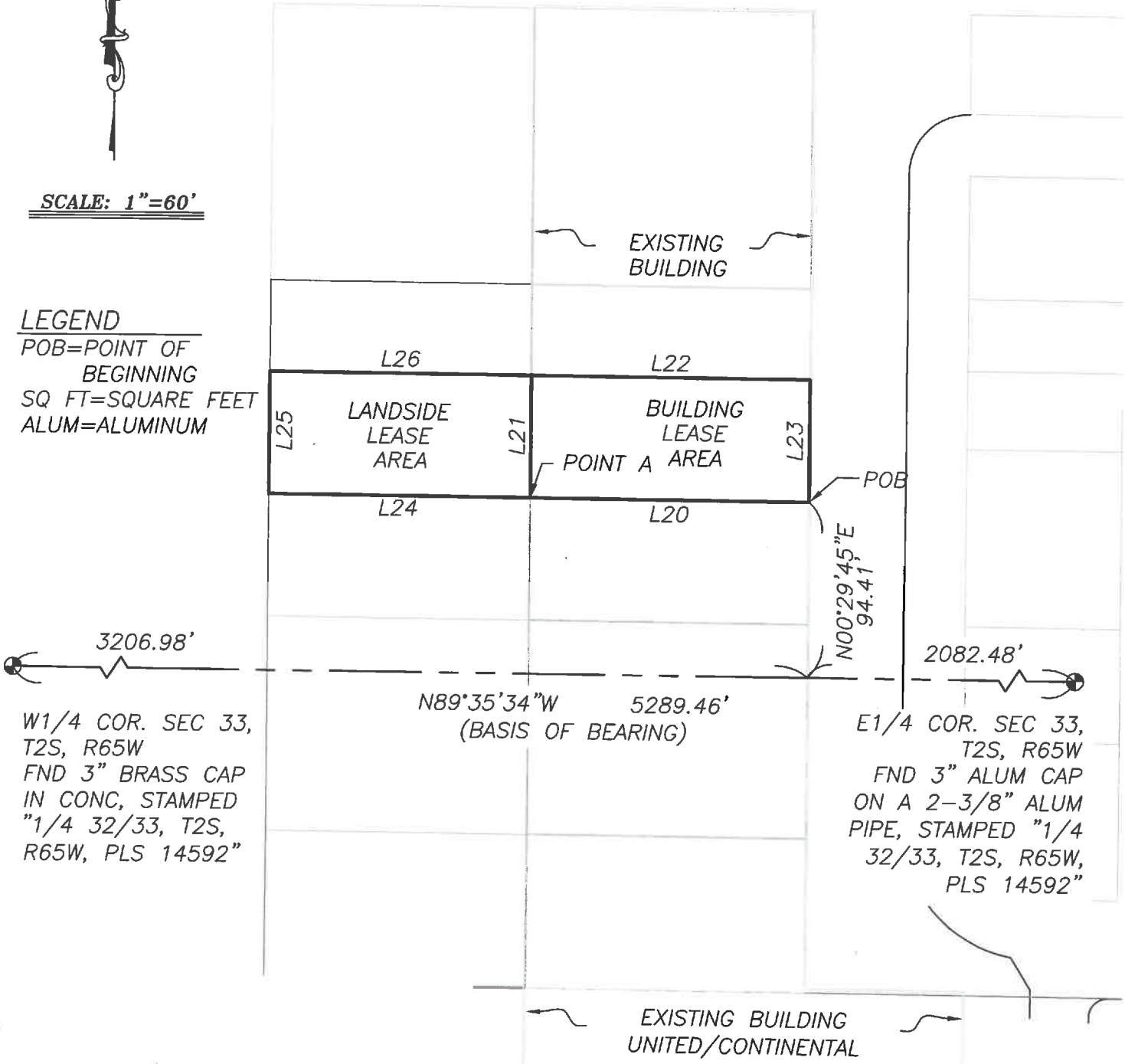




SCALE: 1"=60'

LEGEND

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



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

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

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

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

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

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



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

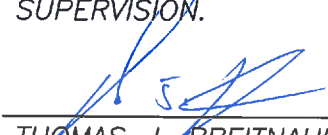
REVISED		
NO.	DATE	NAME
1	3/09/15	TJB

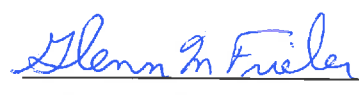
Air General, Inc. Lease Area
 Situated in Section 33, Township 2 South, Range 65 West of the
 6th Principal Meridian, City and County of Denver, State of
 Colorado.


REQUESTED BY: Moore, Susan	DATE 05/09/12	SCALE 1"=60'	DRAWN BY: TJB FIELD BY: NA CHECKED BY: RTL	SHEET NO. 1 OF 2 SHEETS	DRAWING NO. S:\DRAWINGS\13T\13T0907R\LeaseExhibits
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LINE TABLE		
Line #	Direction	Length
L20	N89°30'15"W	114.00'
L21	N00°29'45"E	50.05'
L22	S89°30'15"E	114.00'
L23	S00°29'45"W	50.05'
L24	N89°30'15"W	107.00'
L25	N00°29'45"E	50.05'
L26	S89°30'15"E	107.00'

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

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

 3/10/15
 Glenn M. Frieler, P.E.
 Director of Infrastructure/ QA

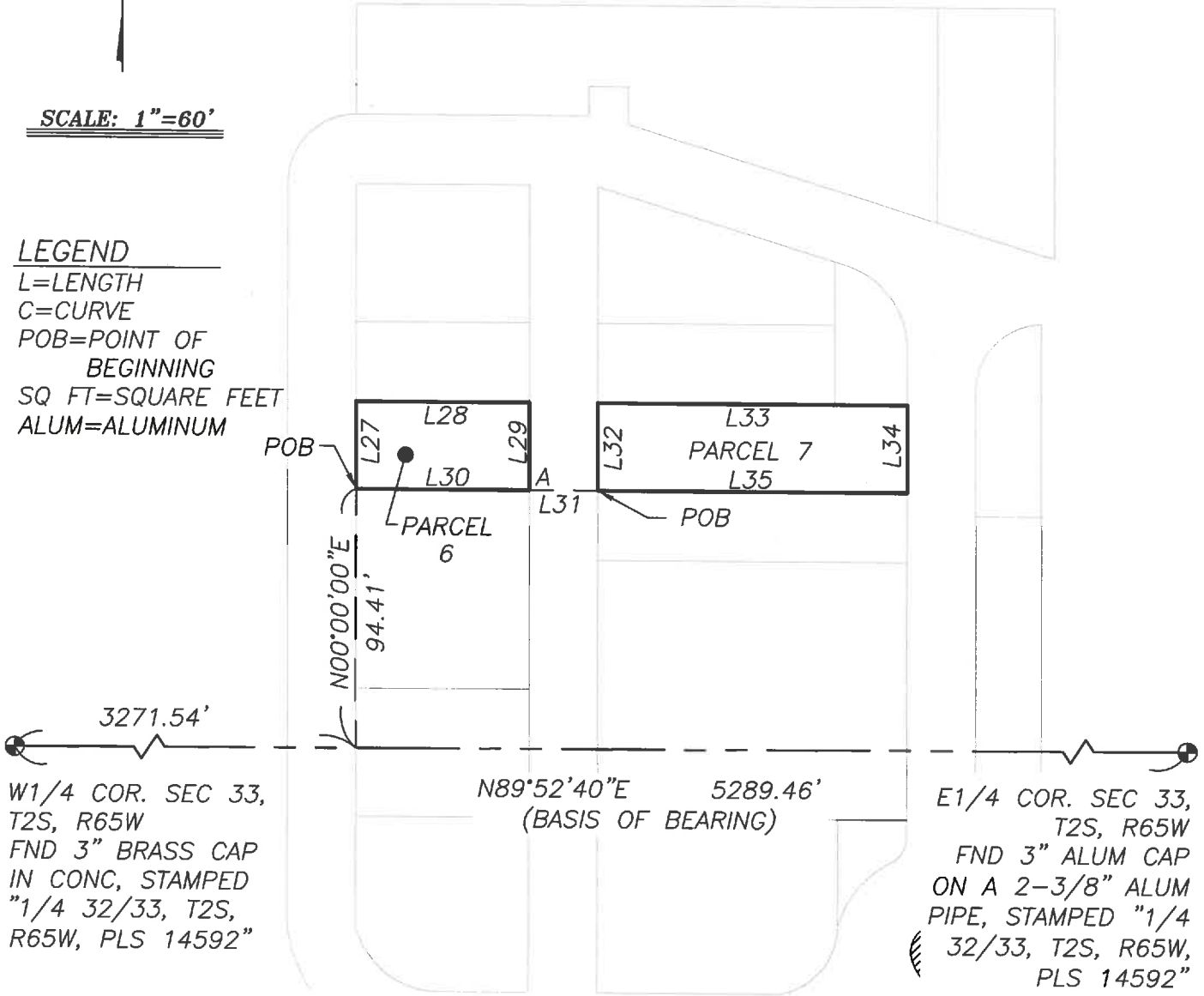
		CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT																	
		Air General, Inc. Lease Area Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.																	
REVISED <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>NAME</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3/09/15</td> <td>TJB</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	NAME	1	3/09/15	TJB							REQUESTED BY: Moore, Susan	DATE 05/09/12	SCALE 1"=60'	DRAWN BY: <u>TJB</u> FIELD BY: <u>NA</u> CHECKED BY: <u>RTL</u>	SHEET NO. <u>2</u> OF <u>2</u> SHEETS	DRAWING NO. S:\DRAWINGS\13T\13T0907RLeaseExhibits
NO.	DATE	NAME																	
1	3/09/15	TJB																	



SCALE: 1"=60'

LEGEND

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




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

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

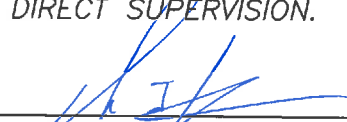
[Signature] 3/9/15
 Glenn M. Frieler, P.E. Date
 Director of Infrastructure/ QA

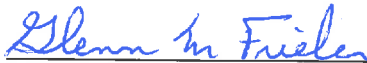
Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description


	<p>CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT</p>												
<p>REVISED</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>NAME</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">3/09/15</td> <td style="text-align: center;">TJB</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	NAME	1	3/09/15	TJB							<p>Air General, Inc. Lease Area Situated in Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.</p>
NO.	DATE	NAME											
1	3/09/15	TJB											
<p>REQUESTED BY: Moore, Susan</p>	<p>DATE 11/07/11</p>	<p>SCALE 1"=60'</p>	<p>DRAWN BY: <u>TJB</u> FIELD BY: <u>NA</u> CHECKED BY: <u>RTL</u></p>	<p>SHEET NO. <u>1</u> OF <u>2</u> SHEETS</p>	<p>DRAWING NO. S:\DRAWINGS\13T\13T0907R\LeaseExhibits</p>								

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

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

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

 3/19/15
 Glenn M. Frieler, P.E.
 Director of Infrastructure/ QA

		CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT																	
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NO.	DATE	NAME																	
1	3/09/15	TJB																	
Moore, Susan	11/07/11	1"=60'	FIELD BY: <u>NA</u>																
		CHECKED BY: <u>RTL</u>																	

LEGAL DESCRIPTION FOR THE AIR GENERAL, INC. LEASE AREA

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

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

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

Commencing at the West Quarter corner of said Section 33;

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

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

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

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

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

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

Said Parcel 6 contains 2027.586 square feet.

Commencing from Point A described above;

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

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

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

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

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

Said Parcel 7 contains 3621.058 square feet.

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

See Exhibit "B"



EXHIBIT D
RESERVED FOR FUTURE USE

EXHIBIT E – CARGO AREA

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

	Demised Premises	Preferential Use Premises	Public Areas	Airfield
Core Shell Building*	C			
Building Exteriors	C	-	-	C
Overhead Doors	A	-	-	
Landscaping	-	-	-	C
Roadways	-	-	-	C
Fire Protection System/Equipment	C**	A		
Law Enforcement, Fire Protection, Emergency Medical Services	C	C	C	C
Plumbing	C (1,2)	-	-	C
Electrical and Lighting	C (1,2)	-	C (1,4)	C
HVAC	C (1)	-	-	-
Glass Breakage	C (1)	-	C	C
Communications Systems	C (1)	-	C (1)	C
Custodial Service/Window Cleaning Trash Removal	A	-	-	C
Signage	A	-	C (1,4)	C
Snow Removal	A	A (3)	C (4)	C

Key: A = Airline
C = City

- 1 Airline is responsible for maintenance, repair and replacement of Airline-installed devices and equipment.
- 2 Airline is responsible for routine maintenance, including relamping.
- 3 Airline is responsible for cleaning and snow removal on aircraft parking ramp (from building to VSR), including emergency stairs on outside of building.
- 4 Public Areas are the public roadways

*City is responsible for the building structure, including exterior and supporting walls, base floor, roof structure and roof.

** City is responsible for maintaining building sprinkler system and fire alarm system. If airline constructs areas requiring additional fire protection equipment, Airline is responsible for constructing and maintaining the system according to building and fire code requirements. Airline is responsible for providing and maintaining fire extinguishers.

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

EXHIBIT E
CARGO

EXHIBIT F
RESERVED FOR FUTURE USE

EXHIBIT G
DESIGN STANDARDS, CONSTRUCTION PROCEDURES
AND ENVIRONMENTAL REQUIREMENTS

EXHIBIT G
DESIGN STANDARDS, CONSTRUCTION PROCEDURES and DIA PERFORMANCE SPECIFICATIONS

Section 1. Design Standards. The Tenant agrees to use and comply with the Denver International Airport Design Standards Manuals for design of any improvements to the facility. The Tenant further agrees to design and construct such improvements in accordance with the Denver International Airport Tenant Development Guidelines (TDGs), as they may be amended from time to time, and any other applicable design, construction, and maintenance standards.

All design drawings submitted by the Tenant to the City shall be provided in the latest release of AutoCAD format in accordance with the City's Design Standards Manual.

Approval of the City's Designated Representative (City) shall extend to and include consideration of architectural and aesthetic matters and the City reserves the right to reject any designs submitted and to require the Tenant to resubmit designs and layout proposals until they meet with the City's approval. If any portion of the plans and specifications is disapproved by the City, the Tenant shall promptly submit necessary modifications and revisions thereof.

Section 2. Construction Procedures.

A. Compliance with standards: All construction work shall comply with the requirements of and standards established by the City and all other appropriate governmental agencies and entities. The City shall at all times have the right to monitor and inspect any construction to assure that the improvements are constructed and installed in compliance with the Plans and Specifications.

B. Submissions required: To assist the City in monitoring and inspecting such construction, the Tenant's contractor(s) or subcontractor(s) shall submit, or cause to be submitted to the City, for information and record purposes, copies of all the following:

- (i) field test reports;
- (ii) material certificates;
- (iii) approved shop drawings to be reviewed for compliance with the Airport design and construction standards;
- (iv) requests for payment to contractors or subcontractors;
- (v) progress reports;
- (vi) notification of substantial completion of the leased facilities and all site improvements and final acceptance thereof;
- (vii) two copies of maintenance and operation manuals in connection with building systems and all updates thereof;
- (viii) as-constructed drawings; and
- (ix) any other documents related to the construction of the improvements which may be reasonably requested by the City.

C. SOW Changes: No change order which materially changes the scope of the work shall be effected by the Tenant without the approval of the City, whose approval shall not be unreasonably withheld. The City will approve, conditionally approve, or disapprove submissions of change orders which materially change the scope of the work within a reasonable period of time following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason for the condition.

D. City Inspection: All construction work, materials, and installations involved in or incidental to the construction of the improvements undertaken by the Tenant throughout the term hereof shall be subject at all times to inspection and approval by the City.

E. Advance Notice of Modification: The Tenant shall give or cause to be given to the City advance notice before performing any material modification to the improvements.

F. Compliance with Plans: The Tenant shall cause all construction work, workmanship, materials, and installations to be in full compliance with plans and specifications. The City shall have the right to halt construction of the improvements at any time if such construction is at material variance from the Plans and Specifications until such variance is corrected, or if such construction poses an immediate safety hazard at the Airport, until such safety hazard is eliminated. The City shall cooperate and use its best efforts to alleviate and resolve any such variance or impediment to the safe operation of the Airport so as to permit continued construction as expeditiously as possible.

G. Utilities: The Tenant shall perform utility location identification prior to any excavation activities. In addition, Tenant shall obtain such utility connections or hook-ups as shall be necessary and shall have the right to receive all necessary utilities and services, and shall secure all necessary applications and permits and shall pay all application and permit fees, hook-up and all other user charges of whatever nature occasioned thereby, except tap and developer fees. The Tenant further agrees to provide 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 measurement of such usage and consumption.

H. Wages: The Tenant shall include in its agreements with its general contractors covenants that require the construction contractor and its subcontractors of any tier to pay all workers, mechanics, and laborers prevailing wages as determined under the provisions of Denver Revised Municipal Code Section 20-76. The Tenant further agrees, if requested by the City, to fully comply with the procedural requirements of Denver Revised Municipal Code Section 20-76 by requiring its general contractors and their subcontractors of any tier to submit to the City true and correct copies of the payroll records of all workers, laborers, and mechanics employed.

I. Expense of Alterations. Any work necessary to make any alterations, improvements, or additions to the facility throughout the term of this Agreement shall be done at the Tenant's cost and expense, in accordance with and subject to all of the required approvals, submittals, and procedures, and all other requirements of whatsoever nature, as set forth herein.

J. Documents on Completion: Upon completion of such work, the Tenant shall deliver to the City revised as-constructed drawings, evidence of payment, contractor's affidavits, and full and final waivers of any liens for labor, services, or materials. The Tenant shall include in its agreement with its contractors provisions whereby such contractors shall defend and hold the City harmless from all costs, damages, liens, and expenses related to such work.

L. As-Builts: Within 60 days after completion of construction of the improvements, the Tenant shall furnish to the City two sets of as-constructed drawings, in the latest release of AutoCAD, showing in detail all construction, including the locations of all underground and above ground utility lines.

K. Standard of Performance: All work done by the Tenant or its contractors shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. Whenever a conflict arises between State or local law, ordinances or regulations and Federal law or regulations, Federal law or regulations applicable to this agreement shall control.

DIA ENVIRONMENTAL REQUIREMENTS

Section 1. General Requirements. Tenant, in conducting any activity on DIA property, 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/biz/index.asp. 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, and 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 the Tenant,

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

C. Hazardous Materials Limited: Any hazardous materials not normally used in Tenant's operations are barred from DIA premises. Tenant 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 Tenant will be managed while on airport property. This information is required prior to the Tenant conducting activities on DIA property.

D. MSDSs: Prior to operation, Tenant shall provide to the City 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 this Agreement, and Tenant shall provide updated MSDSs and MSDSs for new chemicals, as such information is updated and as new chemicals are placed into use, as applicable.

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

Section 2. Review of Environmental Documents. Tenant, at the request of the 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 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, Tenant shall provide a copy of such report or notice to the City.

Section 3. Access for Environmental Inspection. The City shall have an unimpeded right of access to the occupancy or work areas without prior notice to Tenant to inspect the same in order to confirm that Tenant is conducting its activities in accordance with this Agreement. At the City's request, Tenant shall conduct any testing and analysis at its cost as is necessary to ascertain whether the Tenant is in compliance with this Agreement.

Section 4. Correction of Environmental Non-Compliance. If the Tenant fails to comply with any applicable Environmental Requirement, the City, in addition to its rights and remedies described elsewhere in this Agreement, at its election, may enter the facility and/or work area and take such measures as may be necessary to ensure compliance with the Environmental Requirements, all at the Tenant's expense.

Section 5. Duty to Notify City. In the event of a release or threatened release of a substance relating to or arising out of the Tenant's use or activities on DIA, or in the event any claim, demand, cause of 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 verbally by contacting the Airport Communications Center (303-342-4200) and the appropriate regulatory agency. Tenant shall immediately control and remediate the contaminated media and, as provided below, follow-up Tenant's verbal notice with a written report within three days of such incident. In addition, the Tenant shall provide the City, at Tenant's expense, with copies of any written claims, demands, notices or actions so made.

Section 6. Environmental Remediation. Tenant 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 by or affected by Tenant and shall restore the Access Premises to either its condition immediately prior to the initiation of this 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 the project plan and 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 or as determined by the Manager of Aviation.

Section 7. Environmental Requirements for Construction. Tenant 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 and complies with all federal, state, and local environmental requirements. Tenant shall comply with the DIA Tenant Development Guidelines, as amended, for any alterations to existing facilities or the construction of any new facilities. In addition, the Tenant shall comply with Exhibit G of this agreement.

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the Airline, 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. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Airline 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.

APPENDIX NO. 2

DISADVANTAGED BUSINESS ENTERPRISES - REQUIRED STATEMENTS

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation. The City and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City and its contractors shall not discriminate on the basis of race, color, sex, creed or national origin in the award and performance of DOT-assisted contracts.

49 CFR 26.5 defines a DOT-assisted contract as “any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.” “Contractor” means one who participates through a contract or subcontract (at any tier) in a DOT-assisted highway, transit, or airport program.