



Standard Air Cargo Facilities Agreement 201734877

Parties and Addresses:

City and County of Denver:

City and County of Denver, Department of Aviation
Denver International Airport
Airport Office Building, 9th Floor
8500 Peña Boulevard
Denver, CO 80249-6340

Licensee:

F&E Aircraft Maintenance (Miami), LLC
657 South Drive, Suite 306
Miami Springs, FL 33166

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DEN CARGO FACILITIES AGREEMENT

THIS DEN CARGO FACILITIES AGREEMENT (“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, (“City”), Party of the First Part, and **F & E Aircraft Maintenance, (Miami), LLC**, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and authorized to do business in the State of Colorado, (“Licensee”), Party of the Second Part (collectively “Parties”).

WITNESSETH:

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

WHEREAS, the Licensee is engaged in the business of aircraft Maintenance; and

WHEREAS, Parties desire to enter into this Agreement for Licensee’s use and occupancy of certain cargo premises and facilities at DEN as more fully hereinafter set forth;

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

PART I DEFINITIONS

1.01 AIRFIELD AREA FACILITIES

Runways, taxiways, passenger ramp and apron areas (other than the cargo ramp and apron areas), and any extensions or additions to the above and any other space or facilities provided by City at DEN 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 City at DEN for public and common use by aircraft operators.

1.02 DEN RULES AND REGULATIONS

The Denver Municipal Airport System’s Rules and Regulation, as adopted, promulgated, and amended by the Chief Executive Officer of the Department of Aviation, for the management, operation, and control of DEN, including those pertaining to the operation of automobile and vehicular traffic and parking facilities thereon.

1.03 CARGO AREA

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 City at DEN for public and common use by cargo air carriers and cargo handlers.

1.04 PREMISES

Those areas and facilities licensed to Licensee for its use and occupancy, as more specifically set forth in Sections 3.01 and 3.02.

1.05 FISCAL YEAR

January 1 through December 31 of the same calendar year.

1.06 GENERAL BOND ORDINANCE

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.

1.07 CEO

The Chief Executive of City's Department of Aviation or the CEO's successor in function having jurisdiction over the management, operation, and control over DEN.

PART II CARGO AREA

2.01 CARGO HANDLING SERVICES

Licensee shall have the privilege of using and occupying the Cargo Area for the purpose storage of supplies and parts and housing of personnel to support aircraft maintenance operation on behalf of Icelandair EHF, as well as other client carriers, as more specifically set forth in Part III below, unless otherwise authorized by the CEO.

2.02 COMPENSATION CREDIT FOR INITIAL COSTS

Subject to receipt and approval by City of acceptable invoices and supporting documentation from the Airline, each repair expense outlined on Exhibit B shall be reimbursed with credit for compensation due hereunder. The total Maximum Reimbursement Amount for all items listed in Exhibit B shall not exceed Forty Thousand Dollars (\$40,000.00).

PART III LICENSE AND USE OF PREMISES

3.01 PREMISES

City hereby grants to Licensee, as of the Effective Date, the privilege of occupying, improving, and using the Premises within DEN as depicted on Exhibit C, incorporated herein by reference, including any improvements made or modifications made thereto hereinafter referred to as "Premises." No other part of DEN shall be part of the Premises.

3.02 USE OF PREMISES

The Air Cargo Building portion of the Premises as shown on Exhibit C for the use of Licensee as follows:

1. For the reception, storage and distribution of repair parts, supplies and other personal property owned by, or in the possession of Licensee for the performance of aircraft repairs of the Licensee or that of Icelandair EHF, as well as any other client carrier.
2. For the training of personnel employed or to be employed by the Licensee in connection with its aircraft maintenance operations.
3. For normal office purposes associated with the conduct of an aircraft maintenance business by Licensee.
4. Vending machines may be permitted for the use of Licensee's employees pursuant to Section 10.04 herein.
5. The portion of the Premises designated "Landside Area" as shown on Exhibit C for the non-exclusive use of Licensee for loading and unloading of deliveries and for parking of motor vehicles by employees, customers, patrons, contractors, agents, and invitees of Licensee.

3.03 ADDITIONS TO AND DELETIONS FROM THE PREMISES

The Parties may, during the Term and by mutual agreement, add additional space or delete space from the Premises. All space added to the Premises pursuant to this Section 3.03 shall be subject to all the terms, conditions, covenants, and other provisions of this Agreement and Licensee shall pay to City all compensation, fees, and charges applicable to the additional space in accordance with this Agreement. In the case of additions or deletions of space(s) from the Premises, City will make appropriate adjustments to, compensation, fees, and charges paid to City by Licensee. City will confirm any additions or deletions of space to Licensee by letter executed by the CEO without need for formal amendment to this Agreement.

3.04 INGRESS AND EGRESS

Licensee shall have the privilege of ingress to and egress from DEN and the Premises for Licensee's officers, authorized officials, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery, and other property. The privilege of ingress and egress is expressly subject to FAA Regulations, as amended, applicable laws, and DEN's Rules and Regulations. Moreover, without exception, nothing in this Agreement shall be construed to prevent City from charging the operators of vehicles or carrying passengers and property a fee for the privilege of entering upon DEN, using DEN's roadways, soliciting passengers upon DEN, or otherwise operating vehicles at DEN. City reserves the right to make such charges provided they do not discriminate unreasonably against the operators of vehicles used for carrying officers, employees, passengers, or property of Licensee.

3.05 PREMISES ACCEPTANCE AS IS

Licensee understands, acknowledges, and accepts the Premises in its present condition, "As Is" with all faults and with absolutely no warranties as to condition or suitability for use being given by City. City shall have no obligation, liability, responsibility to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature (including

any obligation to maintain, repair, or replace utilities or telephone/data service) on or to the Premises during the Term other than as explicitly stated in this Agreement.

PART IV PROVISIONS RELATING TO PREMISES AND JOINT USE FACILITIES

4.01 MAINTENANCE

City will provide services and maintenance in the 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 Licensee pursuant to the provisions hereof.

Licensee agrees that it will at all times under its control maintain its 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:

1. All utilities, equipment, trash and janitorial services, and maintenance of the Premises, including, but not by way of limitation, snow removal of the Premises; fire extinguishers; maintenance, repair and replacement of doors and windows; water; gas; electricity; light; heat; power and telephone service.
2. All maintenance and repair of the Premises except for latent defects in the Premises or repairs necessitated by the negligence or willful acts of the City, its employees, agents and contractors.

4.02 ALTERATIONS TO PREMISES

Licensee may, with prior written approval of the CEO, at its own cost and expense, install in the 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 Licensee in, on or about such Premises shall be deemed to be personal and shall be and remain the property of Licensee, except as otherwise provided herein and Licensee shall have the right at any time during the term hereof to remove any or all of its property, subject to Licensee'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 Premises by the expiration or earlier termination of letting and the 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 CEO, shall have advised Licensee 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 Premises. It is understood and agreed that during such period and until such personal property is removed, the Licensee shall pay to City the full compensation applicable to those Premises, as determined by the CEO, which are directly associated with said personal property and which 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 DEN 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-LICENSING ARRANGEMENTS

No interest or rights under this Agreement may be transferred except as provided under this Section 4.03. Licensee may sub-license the Premises, in whole or in part to another company, or use the Premises for the handling by Licensee's personnel of air transportation operations of other companies, subject, however, to each of the following conditions:

1. No sub-license shall relieve Licensee from primary liability for any of its obligations hereunder, and Licensee shall continue to remain primarily liable for the payment of compensation, fees, and charges applicable to such premises and facilities hereunder; and
2. Licensee shall provide written notice to City and a copy of the proposed sub-license not less than thirty (30) days prior to the effective date of such arrangement; and
3. Any sub-license shall be subject to the prior written approval of the CEO; and
4. Notwithstanding the foregoing, any sub-license by Licensee to any affiliate or subsidiary company of Licensee shall be permitted without compliance with the conditions set forth above.

4.04 RIGHT TO ENTER AND MAKE REPAIRS

City shall have the right, without notice, to enter the Premises for the following purposes:

To inspect the Premises to determine whether Licensee has complied and is complying with the terms and conditions of this Agreement.

1. To perform maintenance and make repairs and replacements in any case where Licensee is obligated to do so and has failed after reasonable notice to do so, in which event the Licensee shall promptly reimburse City for the full cost thereof, including a fifteen percent (15%) administrative fee.
2. To perform maintenance and make repairs and replacements in any case where City is obligated to do so, and in any other case where City determines it is necessary or desirable to do so in order to preserve the structural integrity of the Premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.

In the exercise of City's governmental powers, no such entry by or on behalf of City upon such Premises shall cause or constitute a termination of this Agreement, or deemed to constitute an interference with the use or occupancy thereof by the Licensee.

4.05 ABANDONMENT OF PREMISES

If the Licensee ceases to occupy and use a material portion of the Premises for a continuous period of six (6) consecutive months or longer, City, acting by and through the CEO, may consider such portion of the Premises abandoned, and upon (30) days prior written notice to the Licensee, may terminate the Agreement for such portion of the Premises.

4.06 DESTRUCTION OF PREMISES

If the Premises, or any portion thereof, are damaged or destroyed by fire or other casualty, then:

1. City may, after consultation with Licensee, forthwith repair, reconstruct and restore the damaged or destroyed portions of the Premises to substantially the same condition, character, utility and value as existed prior to such damage or destruction, unless City determines no such reconstruction is necessary or reconstruction to some other condition, character, utility and value is appropriate or desired;
2. For uninhabitable portions of the Premises, Licensee shall receive a pro rata abatement of compensation, fees, and charges applicable thereof from the date of such occurrence to the date upon which such portions of the Premises are repaired and restored.

PART V GENERAL PROVISIONS

5.01 CONTRACT CONSTRUCTION

Exhibits and Appendixes.

The following Exhibits and Appendixes are attached hereto and are hereby incorporated and made a part of this Agreement:

1. Exhibit A, General Airfield Map
2. Exhibit B, Initial Cost
3. Exhibit C, Premises Description
4. Exhibit E, Cargo Area
5. Exhibit F, Insurance Certificate/Surety Forms
6. Exhibit G, Design Standards, Construction Procedures, Environmental Requirements
7. Appendix A, Compliance with Nondiscrimination Requirements
8. Appendix C, Standard Federal Assurances And Nondiscrimination In Construction, Maintenance, Operation Of Facilities
9. Appendix D, Standard Federal Assurances And Nondiscrimination In Construction, Use, Or Access To Facilities

10. Appendix E, Title VI List Of Pertinent Nondiscrimination Authorities

The Parties acknowledge and agree that certain content required to complete the above Exhibits and Appendixes are, as of the Effective Date, unknown. The Parties further acknowledge and agree that other provisions stated in the above Exhibits and Appendixes are subject to change throughout the Term in accordance with the provisions of this Agreement. The Parties therefore agree to modify, as necessary, these Exhibits and Appendixes by letter executed by the CEO without formal amendment.

Interpretations.

As used herein mean as follows:

1. Day(s) shall mean calendar day(s).
2. Month(s) shall mean calendar month(s).
3. The use of any gender shall include all genders.
4. The use of any number(s) shall be construed as the singular or the plural, all as the context may require.
5. Section Heading(s) are for the convenience and reference of the Parties, and do not define or limit the scope of any section or provision.
6. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either Party.
7. If any provision in this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
8. This Agreement and all of its terms and conditions shall be construed, interpreted, and applied in accordance with, governed by, and enforced under the laws of the State of Colorado, as well as the Charter and Ordinances of the City and County of Denver.
9. The Parties agree that venue for any action arising from this Agreement shall be in the District Court for the City and County of Denver.

5.02 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 A – E are hereby incorporated herein by reference.

5.03 BOND ORDINANCES

This Agreement is in all respects subject and subordinate to any City bond ordinances applicable to the DEN, and to any other bond ordinances, which should amend, supplement, or replace such bond ordinances. The Parties to this Agreement acknowledge and agree all property subject to this Agreement that was financed by the net proceeds of tax-exempt bonds is owned by City. Licensee agrees not to take any action that would impair or omit to take any action required to confirm the treatment of such property as owned by City for purposes of §142(b) of the Internal Revenue Code of 1986, as amended. In particular, Licensee agrees to make and hereby makes an irrevocable election (binding on itself and all successors in interest under this Agreement) not to claim depreciation or an investment credit with respect to any property subject to this Agreement that was financed by the net proceeds of tax-exempt bonds. Licensee shall execute such forms and take such other action as City may request in order to implement such election.

At City's sole discretion, through its CEO, City may from time to time reestablish the compensation, fees, and charges provided for herein at intervals of not more than five (5) years and are subject to the requirements of any outstanding bond ordinance pertaining to DEN. City agrees that such reestablished schedule of compensation, fees, and charges shall be reasonable in relation to the cost of providing, operating, and maintaining property, services, and facilities of DEN. If City proposes any changes in the schedule of compensation, fees, and charges, City will give notice thereof to Licensee no less than ninety (90) days before the same is to become effective. Licensee may decline to pay Compensation at the new rate(s) if such proposed compensation, fees, and charges result in an increase of more than five percent (5%) in the dollar amount of Compensation paid by Licensee under Article V of this Agreement for the previous calendar year. In such a case, Licensee shall promptly advise the CEO of its intention to cancel and terminate this Agreement at least sixty (60) days prior to the proposed effective date of such schedule of compensation, fees, and charges. Upon such notice of intent to cancel and terminate, Licensee shall surrender the Premises upon a date specified by City within at least one hundred twenty (120) days after Licensee advised City. Should Licensee fail to give such notice of cancellation and termination, then Licensee shall be deemed to have accepted the new rate(s) of compensation as promulgated by City. Failure by City to reestablish the compensation, fees, and charges at a five (5) year interval date shall not waive City's right to reestablish the compensation, fees, and charges at any time thereafter.

5.04 LAWS, REGULATIONS, AND AGREEMENTS TO BE OBSERVED

Licensee, its officers, authorized officials, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, DEN's Rules and Regulations, Policies, Procedures and Operating Directives as are now or may hereinafter be prescribed by City, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or City including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of DEN. Licensee covenants to faithfully observe and comply with the standards, procedures, requirements, directives, delegations of authority, directions, and instructions governing the operations of concessions at DEN as identified by City, and amended from time to time. Licensee's failure to keep and observe said laws, regulations, ordinances, rules, and handbooks shall constitute a material breach of the terms of this Agreement in the manner as if the same were contained herein as covenants.

PART VI COMPENSATION, RATES, FEES, AND CHARGES

6.01 GENERAL PROVISIONS

As consideration for the privileges granted herein, beginning on the Commencement Date and continuing through the Term, Licensee covenants to pay to City in twelve (12) equal monthly installments, due and payable, in advance, without notice on or before the first day of the month, Compensation, Rates, Fees, and Charges established in accordance with Part 120 of the DEN's Rules and Regulations, as amended. City, acting by and through its CEO, may from time to time reestablish the compensation, rates, fees and other charges for the use of DEN in accordance with ordinary cost-accounting concepts and ratemaking procedures established and adopted by the CEO in the Denver Municipal Airport System's Rules and Regulations, Part 120.

In addition to the fixed rates, fees, and charges provided herein, Licensee shall pay for other common use facilities, equipment, services and maintenance utilized by Licensee. Said common use rates, fees and charges shall be paid monthly, in advance, and adjusted, if necessary, every six (6) months, based upon the latest documented actual costs. Licensee shall pay any additional amount due from the Licensee, based on such actual costs, promptly. Such services may include, but are not limited to, insurance, snow removal, law enforcement and/or security officers (as the case may be), industrial waste, sewer, and trash/refuse removal from the Premises.

6.02 PLACE OF PAYMENT

Licensee shall deliver payments required by this Agreement through the Automated Clearing House ("ACH") or Electronic Fund Transfer ("EFT") systems. Instructions for payments are located in the Concessions Handbook or at <https://www.denvergov.org/payments/dia/vendors>. City may change the designated place of payment upon ten (10) days' written notice to Licensee. Licensee assumes all risk of loss of payments.

6.03 CITY'S RIGHT TO PERFORM AUDITS & INSPECTIONS

Licensee agrees City and any of its duly authorized representatives, at any reasonable time and at its own expense, shall have the right to access and examine any books, documents, papers, and/or records of Licensee pertinent to this Agreement.

6.04 FAILURE TO MAKE TIMELY PAYMENTS

Immediately upon accrual, the monies belonging to City per this Agreement shall immediately vest in and become the property of City. Licensee understands, accepts, and agrees to be responsible as a trustee for said monies until the same are delivered to City. Licensee also covenants to pay all compensation, damages, charges, and fees under this Agreement independent of any obligation of City. No breach of this Agreement by City shall relieve Licensee of its obligation and duty to pay all such obligations when due.

Without waiving any other right or action available to City, in the event Licensee is delinquent in the payment of compensation, fees, or charges hereunder or rightly due and owing by an audit of Licensee's books and records as provided in Section 5.10, and in the event Licensee is delinquent in paying to City any such compensation, fees, or charges for a period of five (5) business days after the payment is due, City reserves the right to charge Licensee interest thereon, from the

date such compensation, fees, or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the compensation, fees, or charges became due plus four percent (FRBNY prime +4%) or 18% per annum, whichever is greater, to the maximum extent permitted by law.

In the event of a dispute as to the amount to be paid, City shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency

PART VII TERM OF THE AGREEMENT

7.01 TERM OF AGREEMENT

This Agreement shall be effective and binding upon the Parties as of the Effective Date. The Term of this Agreement shall begin on March 1, 2017 (“Commencement Date”) and continue through until 12:00 a.m. MST, December 31, 2018, unless sooner terminated as herein provided (“Expiration Date”).

Notwithstanding the forgoing, City has the right to terminate this Agreement with cause on sixty (60) days prior written notice to Licensee. Upon termination of this Agreement by City, Licensee shall have no claim of any kind whatsoever against City due to such termination or due to any act incidental thereto.

7.02 HOLDOVER

Any exercise of the privileges granted herein by Licensee, with permission of the City, after the Expiration Date shall be on a month-to-month basis with all provisions of this Agreement, including compensation, fees, charges, insurance policies, Surety, and Guarantees remaining in place until such time City gives notice to Licensee to surrender the Premises. Notice to surrender will be provided in writing not less than thirty (30) days prior to the anticipated surrender date.

Any exercise of the privileges granted herein by Licensee after expiration of the Term, or after termination of this Agreement without the written approval of City constitutes a trespass, in accordance with D.R.M.C. § 38-115. No occupancy of any portion of the Premises by Licensee after the expiration or other termination of this Agreement, without City’s written approval, extends the Term of such portion of the Premises. Nothing herein shall be construed to give Licensee the right to hold over. In the event of such trespass, Licensee shall indemnify City against all damages arising out of the Licensee’s trespass, including but not limited to, any costs incurred by City to evict Licensee, regain possession of the Premises or any portion(s) thereof, and all insurance policies, Surety, and Guarantees required to be obtained and maintained by Licensee as set forth in this Agreement shall continue in full force and effect.

PART VIII PERFORMANCE SURETY, INDEMNIFICATION, AND INSURANCE

8.01 PERFORMANCE BOND

To secure payment for compensation, fees, charges and other payments required hereunder, Licensee will post with City a Surety.

The Surety will be maintained throughout the Term of this Agreement and any holdover or extension until released by City in accordance with this provision and will be in an amount equal to the sum of three (3) months the Compensation payable to City hereunder. The Surety will be issued by a bank or surety Licensee acceptable to City and authorized to do business in the State of Colorado, and will be in a form and content satisfactory to City. The Surety may be issued for a one (1) year period, provided however, Licensee covenants and agrees that evidence of renewal or replacement of the Surety must be submitted annually by Licensee to City, without prompt, at least sixty (60) days prior to the expiration date of the instrument. The Surety shall contain language that the issuing financial institution shall notify City in writing within forty-five (45) days of a determination that the Performance Surety is to be terminated and or is not going to be renewed.

Notwithstanding any provision herein to the contrary, if at any time during the Term City deems the amount of Surety insufficient to properly protect City from loss hereunder because Licensee is or has been in arrears with respect to such monetary obligations or because Licensee has, in the opinion of City, violated other terms of this Agreement, Licensee covenants that after receiving notice, it will increase the Surety to the amount required by City, provided however, the percentage increase shall not exceed five (5%) of the annual percentage increase that has occurred with respect to Licensee's compensation, fees, and charges.

Licensee shall furnish the Surety within ten (10) days of the Effective Date as security for the full performance of every provision of this Agreement by Licensee. Failure to maintain the Surety as set forth herein shall be a material breach of this Agreement.

1. Application of Surety: In the event Licensee fails to perform the payment terms and conditions of this Agreement, City, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Surety or any part thereof toward the payment of Licensee's obligations under this Agreement. In such an event, within thirty (30) days after notice, Licensee will restore the Surety to its original amount. City will not be required to pay Licensee any interest on the Surety. Licensee understands and agrees that failure to maintain or replenish the Surety shall constitute a material breach of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.
2. Release of Surety: The release of the Surety will be subject to the satisfactory performance by Licensee of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Agreement, the release of Surety will not occur until all compensation, fees, charges, and other payments due to City are satisfied and City has accepted the findings of Licensee's audit or has successfully conducted an audit in accordance with the provisions of Section 3.03 of this Agreement. In the event of a dispute as to the condition of the Premises, only the amount in dispute will be retained for remedy. City shall release the Surety without interest within thirty (30) days of meeting the above requirements.

8.02 INDEMNIFICATION

To the fullest extent permitted by law, Licensee agrees to protect, reimburse, indemnify, and hold City, its agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs), and causes of action of every kind and character arising out of, resulting from,

incident to, or in connection with Licensee's presence on or use or occupancy of Premises or DEN; Licensee's acts, omissions, negligence, activities, or operations; Licensee's performance, non-performance or purported performance of this Agreement; or any breach by Licensee of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operations of Licensee's officers, authorized officials, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Licensee, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder provided that Licensee need not release, indemnify, or hold harmless City, its officers, officials, agents, and employees from damages resulting from the sole negligence of City's officers, officials, agents, and employees.

In addition to the duty to indemnify and hold harmless, Licensee will have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Licensee, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Licensee.

Licensee recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt good and valuable consideration provided by City in support of this indemnification in accordance with the laws of the State of Colorado. This Article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Licensee of its liability or obligation to indemnify, hold harmless, and defend City as set forth in this Article.

8.03 INSURANCE MAINTAINED BY LICENSEE

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

City an updated certificate of insurance that complies with the new insurance requirements of City.

2. Mutual Waiver of Subrogation. The Parties waive any right of action that they and/or their insurance carriers might have against each other (including their respective employees, officers, commissioners, or agents) or against other tenants of DEN for any Loss, to the extent that such Loss is covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement and to the extent that such proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Licensee also waives any right of action it and/or its insurance carrier might have against City (including its respective employees, officers, commissioners, or agents) for any Loss, whether or not such Loss is insured. If any of Licensee's applicable insurance policies do not allow the insured to waive the insurer's rights of subrogation prior to a Loss, Licensee shall cause it to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this Section.
3. Certificates Required. All certificates required by this Agreement shall be sent directly to the City and County of Denver, Department of Aviation, Denver International Airport, Airport Office Building, Room 9870, 8500 Pena Boulevard, Denver, Colorado 80249. City's Contract control number for this Agreement shall be noted on each certificate of insurance. Certificates evidencing the existence of the policies, in such form as City may require, shall be delivered to City prior to the Shell Space Turn Over Date. Upon written request, Licensee agrees to furnish City, at any time thereafter during the Term, the original or a certified copy of said policy or policies.
4. Licensee's Risk. City in no way warrants and/or represents that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of the performance of the terms and conditions of this Agreement by Licensee, its agents, representatives, or employees. Licensee shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Licensee is not relieved of any liability or other obligations assumed or pursuant to this Agreement because of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Licensee; (ii) damage, theft, or destruction of Licensee's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.
5. Governmental Immunity. The Parties understand and agree that City, its officers, officials, and employees are relying on and do not waive or intend to waive by any provisions of this Agreement, monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to City, its officers, officials, and employees.

In the event Licensee has failed to remedy any lapse in coverage within ten (10) days after notice thereof from City, City may affect such coverage and recover the cost thereof immediately from the Surety or from Licensee. City reserves the right to modify any Insurance Requirements stated herein. Any such modification will be confirmed by letter executed by the CEO, without need for formal amendment to this Agreement.

8.04 DISCLAIMER OF LIENS

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

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

8.05 LOSS OR DAMAGE TO PROPERTY

City shall not be liable for any loss of property by theft or burglary from the airport or for any damage to person or property on 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 DEN, 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 Licensee 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 Licensee 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 Licensee 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.

8.07 INCONVENIENCE DURING CONSTRUCTION

Licensee recognizes 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 Licensee in its operations at DEN. Licensee agrees 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 License of the Premises, the Licensee waives any right to claim damages or other consideration for such minor inconvenience of minor discomfort.

PART IX MISCELLANEOUS PROVISIONS

9.01 BINDING EFFECT

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

9.02 SIGNS

Licensee agrees no signs or advertising displays shall be painted on or erected in any manner upon its Premises without the prior written approval of the CEO. Signs identifying the Licensee, or for any other purpose, will conform to standards established by the CEO with respect to type, size, design, location, and content. The initial Licensee directional signage package (roadway, Terminal, Concourse, and directory) is provided by the City. All subsequent revisions and installations are at Licensee's expense.

9.03 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 Premises except with the express written permission of the CEO. The number, type, kind and locations thereof shall be in the discretion of the CEO. 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. Licensee shall not permit the installation of any such machines without the express written permission of the CEO, subject to and in accordance with all terms and condition of this Agreement.

9.04 SALE OF FOOD, BEVERAGES, AND MERCHANDISE

Licensee 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 Premises occupied by it except by a person to whom the City has granted the privilege to provide such services in said

Preferential Use Facilities and Premises. With respect to its Premises, Licensee may request City's permission to sell, or permit the sale of, such items on its own behalf or by a person selected by Licensee. Licensee agrees to pay the same fees and charges applicable to a DEN Concession with respect to the sale of such products.

9.05 CITY'S NON-DISCRIMINATION POLICY

In connection with the performance of any obligations or exercise of any privileges hereunder, Licensee agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Licensee further agrees to insert the foregoing provision in all subcontracts hereunder

9.06 FEDERAL AID PROVISIONS

1. General Civil Rights - Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds the Licensee and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. Federal Fair Labor Standards Act - This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Licensee agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Licensee has full responsibility to monitor compliance to the referenced regulation. Licensee must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
3. Occupational Safety and Health Act - This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Licensee retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Licensee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Licensee covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Licensee covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, Licensee may request City to enter into any litigation to protect the interests of City. In addition, Licensee may request the United States to enter into the litigation to protect the interests of the United States.

9.07 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.

9.08 NOTICES

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

ATTN: Chief Executive Officer
Denver International Airport
8500 Peña Boulevard, AOB 9th Floor
Denver, Colorado 80249-6340

CC: Asset Development Section
Denver International Airport
8500 Pena Boulevard, AOB, 9th, Floor Room 9870
Denver, Colorado 80249-6340

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

F & E Aircraft Maintenance (Miami), LLC
675 South Drive, Suite 306
Miami Springs, FL 33166
Attn: Tony Loyarte

The Parties 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 Licensee or said CEO.

9.09 SEVERABILITY

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

9.10 DEN SECURITY

Licensee, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Licensee or City

by the FAA or TSA. If Licensee, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against City, then, in addition to any other remedies available to City, Licensee covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Licensee within fifteen (15) days from the date of the invoice or written notice.

Licensee understands and acknowledges that its ability to remain open and conduct operations under this Agreement is subject to changes in alert status as determined by TSA, which is subject to change without notice. If the security status of DEN changes at any time during the Term of this Agreement, Licensee shall take immediate steps to comply and assist its employees, agents, independent Contractors, invitees, successors, and assigns in complying with security modifications that occur as a result of the changed status. At any time, Licensee may obtain current information from DEN's Security Office regarding DEN's security status in relation to Licensee's operations at the DEN.

9.11 WAIVERS

No waiver by City at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Licensee. No delay, failure or omission of City to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by City will be required to restore or revive time as being of the essence hereof after waiver by City or default in one or more instances. No option, right, power, remedy, or privilege of City will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to City by this Agreement are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by City will not impair its rights to any other right, power, option or remedy.

9.12 CITY SMOKING POLICY

Licensee agrees that it will prohibit smoking by its employees and the public in the Premises. Licensee further agrees to not sell or advertise tobacco products. Licensee acknowledges that smoking is not permitted in DEN buildings and facilities except for designated areas. Licensee and its officers, agents, and employees shall cooperate and comply with the provisions of City's Executive Order No. 99 dated December 1, 1993, Executive Order No. 13 dated July 31, 2002, the provisions of D.R.M.C., §§ 24-301 to 317 et seq., and the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 et seq. and DEN's Rules and Regulations Rules 30 and 40.

9.13 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

Licensee, its officers, agents, and employees shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 and Denver Executive Order No. 94, or any successor thereto, concerning the use, possession, or sale of alcohol or drugs. Except as may be

otherwise authorized by this Agreement, Licensee shall also prohibit consumption of alcohol within the Premises. Violation of these provisions or refusal to cooperate with implementing this alcohol and drug policy can result in City barring Licensee from City facilities or participating in City operations.

9.14 BROKER'S COMMISSION

Licensee represents and warrants that it has not caused nor incurred any claims for brokerage commissions or finder's fees in connection with the execution of this Agreement. Licensee shall defend, indemnify, and hold City harmless against all liabilities arising from any such claims caused or incurred by it (including the cost of attorney fees in connection therewith).

This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any Third Party or parties (except parties to whom the Licensee may assign this Agreement in accordance with the terms hereof, and except any successor to City) any right to claim damages or to bring any suit, action or other proceeding against either City or the Licensee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

9.15 ADMINISTRATIVE HEARING

Licensee's disputes of all decisions, determinations, or other actions by City arising out of this Agreement shall be resolved by administrative hearing according to the procedures outlined in D.R.M.C. §5-17. However, City shall retain its right to obtain an order of eviction in accordance with applicable state law. Compliance with the procedures of D.R.M.C. § 5-17 shall be a condition precedent to Licensee's right to dispute any decision, determinations or other actions by City.

9.16 COMPLIANCE WITH PUBLIC RECORDS LAW

1. Agreement Subject to Colorado Open Records Act. Concessionaire acknowledges, understands, and accepts that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq. Concessionaire acknowledges all documents prepared or provided by Concessionaire under this Agreement may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Agreement notwithstanding, including Exhibits, Attachments, and other documents incorporated into this Agreement by reference, all materials, records, and information provided by Concessionaire to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Concessionaire agrees that any disclosure of information by City consistent with the provisions of the Open Records Act shall result in no liability of City. Concessionaire agrees to defend, indemnify, hold harmless, and fully cooperate with City in the event of a request for disclosure or legal process arising under such act for the disclosure of any documents or information, which Concessionaire asserts is confidential and exempt from disclosure.
2. Indemnification in Event of Objection. In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Concessionaire of such request in order to give Concessionaire the opportunity to object to the disclosure of any material Concessionaire may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Concessionaire objects to disclosure, City, in its sole and absolute discretion, may file an application to the Denver

District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Concessionaire agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Concessionaire does not wish disclosed. Concessionaire agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Concessionaire's objection to disclosure including prompt reimbursement to City of all reasonable attorney fees, costs, and damages that City may incur directly or may be ordered to pay by such court.

9.17 COMPLETE CONTRACT

This Agreement represents the complete understanding between the Parties, and any prior Contracts or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement.

9.18 NO LIMIT ON CITY'S POWERS

Nothing in this Agreement shall limit in any way the power and right of City to exercise its governmental rights and powers, including its powers of eminent domain.

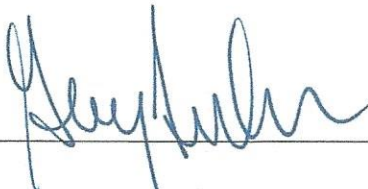
9.19 SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed one instrument. This Agreement is expressly subject to and shall not be or become effective or binding on City until approved by City Council, if so required by City's Charter, and fully executed by all signatories of City and County of Denver. The Parties, in the manner specified by City, may sign this Agreement electronically.

[SIGNATURE PAGES, EXHIBITS, AND APPENDIXES FOLLOW]

Contract Control Number: PLANE-201734877-00

Contractor Name: F&E Aircraft Maintenance (Miami), LLC

By: 

Name: Guy Tickner
(please print)

Title: CEO
(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

EXHIBIT B

INITIAL COSTS

1. Remove Republic signage and patch holes in fascia
2. Clear out all trash and personal property
3. Sweep floor in bay
4. Patch and paint walls
5. Replace stained ceiling tiles
6. Scrub floor in office area; shampoo carpeted areas
7. Clean rest rooms
8. Check electric and plumbing
9. Clear out trash and personal property on outside of space on the ramp side.
10. Power wash front of building

EXHIBIT C

**LEGAL DESCRIPTION FOR THE PROPOSED F&E AIRCRAFT MAINTENANCE,
LLC LEASE AREA**

Date: Feb. 1, 2013; Revised: April 15, 2013; Revised March 31, 2017

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 East Quarter corner of said Section 33;

Thence South 89°52'40" West along the east-west mid-section line, a distance of 2082.48 feet to the interior wall of an existing building known as Joint Cargo;

Thence South 00°02'02" East along said interior wall, a distance of 65.72 feet to the centerline of a common wall, also being the Point of Beginning;

Thence continuing South 00°02'02" East along said interior wall, a distance of 62.28 feet to an interior wall;

Thence South 89°57'58" West along said interior wall, 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 62.28 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 Point of Beginning.

Said Building Lease Area contains 7099.92 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 62.28 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 62.28 feet to Point A.

Said Landside Lease Area contains 6663.96 square feet.

Total area of Building Lease area and Landside Lease area equals 13763.88 square feet.

See Exhibit "B"



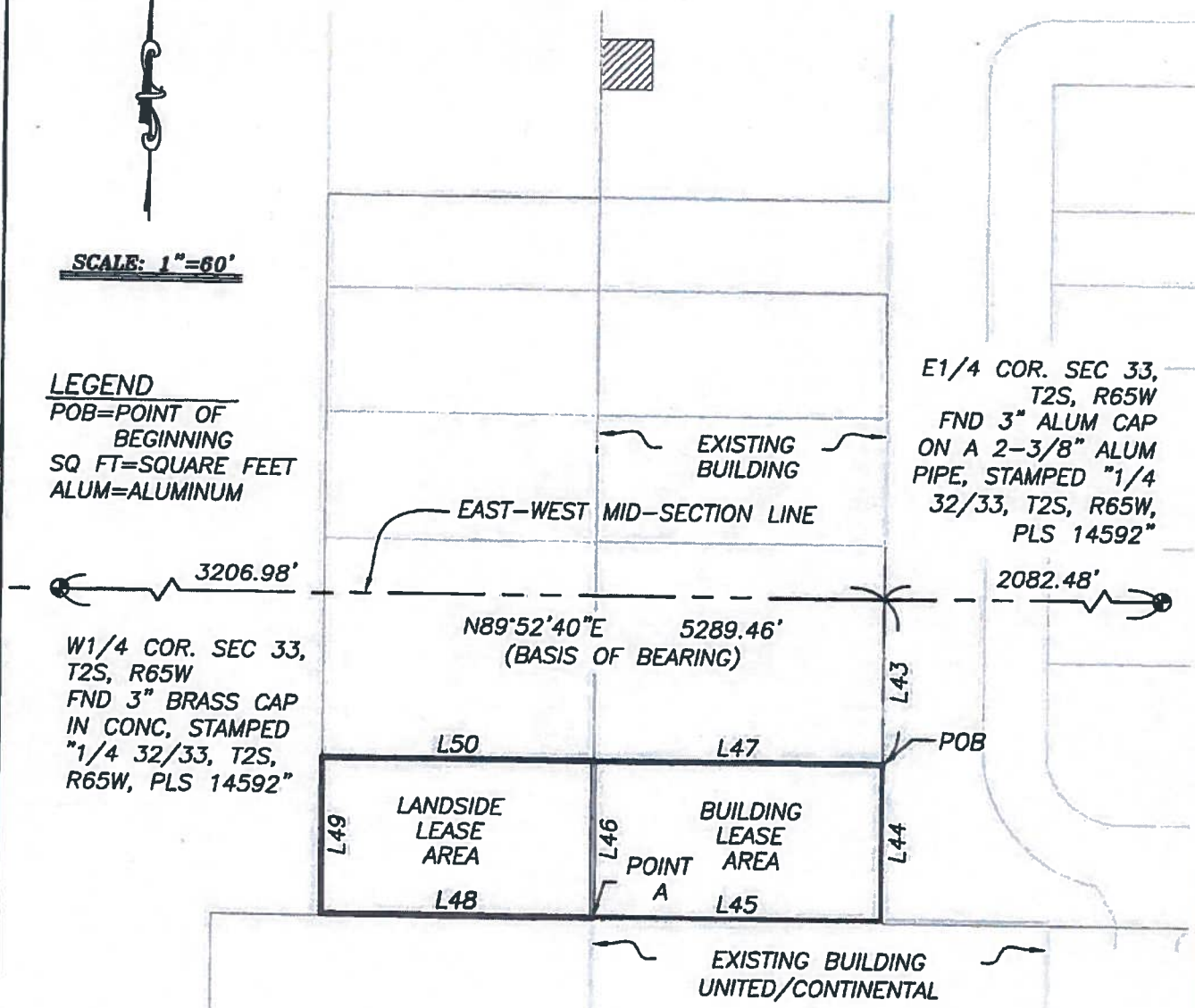
Glenn M. Frieler 4-10-17

Approved by: Glenn M. Frieler, P.E. Date
Quality Assurance Manager



SCALE: 1"=60'

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



BUILDING LEASE AREA 7099.92 SQ FT
 LANDSIDE LEASE AREA 6663.96 SQ FT
 TOTAL 13763.88 SQ FT



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

[Signature]
 THOMAS J. BREITNAUER, PLS
 COLO. REGISTRATION NO. 30085

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

[Signature] 4-10-17
 GLENN M. FRIELER, P.E. DATE
 QUALITY ASSURANCE MANAGER

		CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT			
		F&E Aircraft Maintenance, LLC 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.			
REVISIONS NO. DATE NAME		REQUESTED BY:	DATE	SCALE	DRAWN BY:
		Moore, Susan	03/31/17	1"=60'	TJB
					FIELD BY: NA
					CHECKED BY: NA
					SHEET NO. 1
					OF 2 SHEETS
					DRAWING NO. S:\DRAWINGS\13T\13T0907R\LeaseExhibits

LINE TABLE		
Line #	Direction	Length
L43	S00°02'02"E	65.72'
L44	S00°02'02"E	62.28'
L45	S89°57'58"W	114.00'
L46	N00°02'02"W	62.28'
L47	N89°57'58"E	114.00'
L48	S89°57'58"W	107.00'
L49	N00°02'02"W	62.28'
L50	N89°57'58"E	107.00'



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

[Signature]
 THOMAS J. BREITNAUER, PLS
 COLO. REGISTRATION NO. 30085

[Signature] 4-10-17
 GLENN M. FRIELER, P.E.
 QUALITY ASSURANCE MANAGER DATE



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

REVISED		
NO.	DATE	NAME

F&E Aircraft Maintenance, LLC 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 03/31/17	SCALE 1"=60'	DRAWN BY: TJB FIELD BY: NA CHECKED BY: NA	SHEET NO. 2 OF 2 SHEETS	DRAWING NO. S:\DRAWINGS\13T\13T0907R\LeaseExhibits
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EXHIBIT E

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.

7/26/2012

EXHIBIT F

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Property Insurance

Coverage: All Risk Form Property Insurance, Replacement Cost basis

Personal Property, Contents, Fixtures, Tenant Improvements and Betterments

- 100% of the Replacement Cost value of Personal Property, Contents, Fixtures, Tenant Improvements and Betterments
- Covered Cause of Loss – Special Form including glass coverage and signs
- Replacement Cost Endorsement

Business Income including Loss of Rents

Amount equal to all Minimum Annual Rent and Other Sums payable under the Lease

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

1. The City and County of Denver, Department of Aviation shall be named as loss payee as its interest may appear.
2. Waiver of Subrogation Applies to City as Landlord for any protected Landlord Property.
3. In the event of payment of any Loss involving Tenant Improvements and Betterments, permanent fixtures, etc, the insurance carrier shall pay the City (as Landlord) its designee first for said property loss.
4. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

EXHIBIT G

EXHIBIT G

Design Standards, Construction Procedures and Environmental Requirements

Section 1. Design Standards. The Airline agrees to utilize and comply with the Denver International Airport Design Standards Manuals for design of the Facilities. The Airline further agrees to design, construct, and operate the Facilities in accordance with the Denver International Airport Tenant Development Guidelines and the Denver International Airport Rules and Regulations, as they may be established or amended from time to time, and any other applicable design, construction, operation, and maintenance standards. See additional information at <http://business.flydenver.com/bizops/bizRequirements.asp>

All civil design drawings submitted by the Airline to the City shall be provided and submitted according to FAA requirements in Advisory Circular AC150/5300-18B GIS Standards: Collection of airport data through field and post processing methodologies are specified in this FAA Advisory Circular. The data model specifies the following Geographical Information System (GIS) feature groups: Airfield, Airspace, Cadastral, Environmental, Geospatial, Man Made Structures, Navigational Aids, Seaplane, Security, Surface Transportation, and Utilities. The model incorporates safety critical data including runway thresholds, navigational aids as well as other airport features including runways, taxiways, aprons, buildings, roadways, cadastral, land-uses, and utilities. The single GIS airport database will serve numerous needs and therefore requires a very robust set of data features and associated attributes. As a result, significant time and effort is required to collect and input the metadata (data about data). The power of an airport GIS database is derived from the metadata. The long term application of airport GIS data collection methodology will reduce survey costs, errors, and missing data.

To facilitate these FAA requirements GIS/CADD data submittals shall adhere to the data standards set forth in DIA Design Standards Manual 12 (DSM 12). CADD/GIS files must be submitted that are compatible with the FAA's AGIS database and includes all features required by the FAA relevant to the project. Each feature shall be fully and accurately attributed according to the specifications of FAA AC 150/5300-18B. Any files rejected by the FAA must be corrected and resubmitted to DIA's Project Manager until satisfactorily accepted by the FAA. Final CADD survey data required for FAA submission should adhere to the standards provided in DSM 12.

Approval of the 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 Airline to resubmit designs and layout proposals until they meet with the City's approval.

In the event of disapproval by the City of any portion of the plans and specifications, the Airline shall promptly submit necessary modifications and revisions thereof.

Section 2. Construction Procedures. 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 the construction of the Facilities and all site improvements to assure that the Facilities and all site improvements are constructed and installed in compliance with the Plans and Specifications.

In order to assist the City in monitoring and inspecting such construction, the Airline's contractor or contractors shall submit, or cause to be submitted to the City, for information and record purposes, copies of all (i) permit applications, permits and plans required by permits, (ii) field test reports, (iii) material certificates, (iv) approved shop drawings to be reviewed for compliance with the Airport design and construction standards, (v) requests for payment to contractors or subcontractors, (vi) progress reports, (vii) notification of substantial completion of the leased facilities and all site improvements and final acceptance thereof, (viii) two copies of maintenance and operation manuals in connection with building systems and all updates thereof, (ix) as-constructed drawings, and (x) any other documents related to the construction of the Facilities which may be reasonably requested by the City.

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

All construction work, materials, and installations involved in or incidental to the construction of the Facilities and all other improvements on Airport Property undertaken by the Airline throughout the term hereof shall be subject at all times to inspection and approval by the City.

The Airline shall give or cause to be given to the Manager advance notice before performing any modification to Airport Property.

The Airline 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 Facilities or any site improvement 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 continuation of construction as expeditiously as possible.

The Airline, at its sole cost and expense, shall make and obtain such utility connections, hook-ups or taps 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 or tap fees and all other user charges of whatever nature occasioned thereby. The Airline further agrees at its sole cost and expense 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.

The Airline shall also 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 in accordance with the rates and classifications established under the federal Davis-Bacon Act and Section 20-76 or the Denver Revised Municipal Code, whichever is greater. The Airline further agrees, if requested by the Manager, to fully comply with the procedural requirements of Section 20-76 of the Denver Revised Municipal Code by requiring its general contractors and their subcontractors of any and all tiers to submit to the City true and correct copies of the payroll records of all workers, laborers and mechanics employed.

The Airline throughout the term of this Agreement shall not without the prior written approval of the Manager make any material or structural alterations, improvements or additions to Airport Property, including without limitation any interior modifications or improvements.

Any work necessary to make any alterations, improvements or additions to the premises throughout the term of this Agreement shall be done at the Airline's sole cost and expense and in accordance with and subject to all of the required approvals, submittals and procedures, and all other requirements of whatsoever nature, set forth herein in reference to the initial construction by the Airline of the Facilities and its related site improvements.

Upon completion of such work, the Airline shall deliver to the City revised as-constructed drawings, and evidence of payment, contractor's affidavits, and full and final waivers of any liens for labor, services, or materials. The Airline shall include in the Airline's 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.

All work done by the Airline 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.

Within 60 days after completion of construction of the Facilities, the Airline shall furnish to the Manager two sets of as-constructed drawings, showing in detail all construction, including the locations of all underground and above ground utility lines.

All civil as-constructed drawings shall be provided by the Airline to the City in accordance with the City's design standards, and shall be submitted to: AC150/5300-18B GIS Standards and shall adhere to the data standards set forth in DIA Design Standards Manual 12 (DSM 12). CADD/GIS files must be submitted that are compatible with the FAA's AGIS database and include all features required by the FAA relevant to the project. Each feature shall be fully and accurately attributed according to the specifications of FAA AC 150/5300-18B. Any files rejected by the FAA must be corrected and resubmitted to DIA's Project Manager until satisfactorily accepted by the FAA. Final CADD survey data required for FAA submission should adhere to the standards provided in DSM 12.

Section 3. Compliance with Environmental Requirements.

(a) Compliance by the Airline. The Airline, in conducting any activity on the Airport, including any environmental response or remedial activities, shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders, (collectively, "Environmental Requirements").

The Airline agrees to ensure that any new facilities or any modifications or alterations to existing facilities are designed, constructed, operated and maintained in a manner that minimizes environmental impact through appropriate preventive measures and complies with all federal, state, and local environmental requirements, including the Airport's Tenant Development Guidelines, which shall be provided to Airline.

The Airline shall financially reimburse the City for penalties incurred by the City as a result of the release of any pollutant or contaminant from the premises covered in this Agreement resulting from or arising out of the Airline's operations.

The Airline shall conduct all environmental monitoring pertaining to Airline construction, operation, and maintenance activities required by Environmental Requirements. Monitoring records shall be retained as required by Environmental Requirements and available for inspection. The Airline is required to release any or all nonprivileged environmental data upon request from the City.

The Airline shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local environmental permit requirements concerning its operations at the airport.

In the case of a release, spill, or leak caused by Airline construction, operation or maintenance activities, the Airline shall immediately call the Airport Communications Center at x4200. The Airline then shall, as soon as reasonably practicable, control and remediate the contaminated media as required by applicable Environmental Requirements.

(b) Review of Environmental Documents. The Airline, at the request of the City, shall make available for inspection and copying at the City's expense, upon reasonable notice and at reasonable times, any or all of the documents and materials that the Airline has prepared or submitted to any governmental agency. If there is a federal, state or local duty to file any notice or report of a release or threatened release of Regulated Materials on, under or about the leased facilities, the Airline shall provide a copy of such report or notice to the City.

For purposes of this Agreement, "Regulated Materials" shall mean any wastes, substances, radiation, or materials (whether solids, liquids, or gases) that are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "solid wastes", "universal wastes", "toxic substances", "toxic pollutants", "contaminants", "pollutants", "regulated substances", or words of similar import, under any applicable federal, Colorado, or local rules, regulations, statutes, laws, or orders.

(c) Access for Environmental Inspection. The City shall have a right of access to the leased facilities and to any of the improvements thereon without prior notice to inspect the same to confirm that the Airline is using the premises in accordance with the Environmental Requirements. Such inspection will not unreasonably interfere with Airline's operations. If the City finds evidence of non-compliance or threatened non-compliance with Environmental Requirements, the Airline, at the request of the City, shall conduct such testing and analysis as is necessary to ascertain whether the Airline is using the premises in compliance with all Environmental Requirements.

(d) Correction of Environmental Non-Compliance. If the Airline fails to comply in all material respects with any applicable Environmental Requirement, the City, after providing Airline with reasonable notice under the circumstances and reasonable opportunity to correct such noncompliance, in addition to its rights and remedies described elsewhere in this Agreement, at its election, may enter the premises and take such measures as may be necessary to insure compliance with the Environmental Requirements, all at the Airline's expense.

(e) Duty to Notify City. In the event of a release or threatened release of pollutants to the environment caused by Airline's use or occupancy of the premises, the Airline shall immediately notify the Airport Communications Center at x4200 and shall notify the City in writing as soon as reasonably practicable. In the event any claim, demand, action or notice is made against the Airline with regard to the Airline's failure or alleged failure to comply with any Environmental Requirements, the Airline, shall notify the City in writing as soon as reasonably practicable, and provide the City with copies of any written claims, demands, notices or actions so made.

(f) Environmental Remediation. The Airline shall undertake all actions as required by applicable Environmental Requirements to remedy or remove any Regulated Materials and any other environmental contamination discovered on or under the premises and/ caused by the Airline to bring the premises into compliance with all applicable Environmental Requirements in effect as of the date thereof.

The work shall be performed at the Airline's expense after the Airline submits to the City a written plan for completing such work and receives the prior written approval of the City, not to be unreasonably withheld, and the City shall have the right to review and inspect all such work at any time and at the City's expense using consultants and representatives of the City's choice. Cleanup levels for any environmental remediation work shall comply with applicable Environmental Requirements.

(g) Environmental Requirements for New Construction (including modifications or alterations to existing facilities). Throughout the construction activities for any facilities, the Airline is responsible for complying with all of the requirements under Denver International Airport Technical Specifications Section 01566 (Environmental Controls), Section 16642 (Cathodic Protection) and the Airports' Tenant Development Guidelines, all of which shall be provided to Airline.

(1) Air Pollution. All activities associated with the construction of the Facilities shall be performed under the Airline's (or its agent's) fugitive dust permit for

the construction project. The Airline is responsible for complying with the terms of its permit.

In order to comply with the above-referenced permit requirements, the Airline shall implement the procedures and techniques identified in Technical Specifications Section 01566.

(2) Water Pollution Controls. The Airline shall comply with the environmental specifications identified in Technical Specifications Section 01566.

(3) Soil Erosion and Sedimentation Control. The Airline shall comply with the environmental specifications for soil erosion and sediment control during construction, identified in Technical Specifications Section 01566. The Airline shall implement "best management practices" in preventing soil erosion and controlling sedimentation. The Airline shall obtain all necessary state and local permits for new development or construction. The Airline is responsible for the preparation and implementation of any plan required by the permits.

(4) Solid and Hazardous Waste Controls. This subsection applies to solid waste and hazardous waste as defined by federal and state regulations. Solid waste is defined as all putrescible and non-putrescible solid, semi-solid and liquid wastes, but does not include hazardous waste. The Airline is responsible to minimize the amount of solid and hazardous waste generated during construction activities. A commercially reasonable effort should be made to recycle generated construction debris. The Airline is responsible for the safe disposal of all solid and hazardous waste and shall dispose of such waste in accordance with Environmental Requirements and Mayor's Executive Order No. 115 (City requirement to direct all non-hazardous waste to DADS Landfill for disposal). Disposal of hazardous wastes on Denver International Airport property is prohibited. Recyclable waste is accepted at approved Airport recycling locations.

The Airline is responsible for complying with the solid and hazardous waste control requirements listed in Technical Specifications Section 01566.

(5) Noise and Vibration Control. Noise and vibration control requirements are listed in Technical Specifications Section 01566.

(h) Environmental Requirements for Operation and Maintenance.

(1) Storage Tanks and Ancillary Equipment. All underground storage tanks and pipelines, and any above-ground storage tanks and pipelines in contact with the ground, and any other underground metallic structures installed by Airline on Airport Property shall be integrated into a cathodic protection program. Airport officials shall be notified of any removal, addition, or modification of underground tanks, piping, and other metallic structures.

Wastewater from maintenance activities shall be pretreated with a water quality pre-treatment device. These devices shall be inspected and maintained by the Airline.

The Airline shall be responsible for all containment, treatment, and disposal of all fuel spills caused by Airline operations using "Best Management Practices." The Airline shall make all "best efforts" to recycle recovered fuel. A Spill Prevention Control and Countermeasures Plan shall be prepared and submitted according to federal (40 CFR 112) and state requirements.

Fuel storage tanks shall either be installed above ground, according to appropriate federal and state requirements, or underground in accordance with EPA regulations cited in 40 CFR Part 280 and State of Colorado CCR 1101-14.

(2) Air Pollution Control. The Airline shall obtain all necessary air emission control permits associated with operation and maintenance of its facilities.

(3) Water Pollution Control. The Airline shall obtain all necessary permits under NPDES (National Pollutant Discharge Elimination System) stormwater regulations (40 CFR Part 122-124), Colorado Pollutant Discharge System (CDDS), and industrial and sanitary pretreatment requirements.

The Airline shall comply with all federal and state water pollution control requirements. Upon the direction of the City, the Airline will be responsible for conducting all appropriate water quality monitoring related to its Denver International Airport operations. This data shall be released to the City upon the City's request.

(i) Waste Management Plan.

(1) The Airline shall prepare and submit to the City upon request a waste management plan outlining its program for recycling, waste management and waste minimization at DIA to the extent reasonably possible.

(2) The Airline shall make good faith efforts to participate in recycling programs offered by the Airport and to identify upon request locations on the Demised Premises at which recycling collection containers may be placed.

APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, and the term "sponsor" shall mean the "City."

During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations, or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with

litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

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

As used below, the term “sponsor” will mean City.

Concessionaire, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX D

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

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

A. Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.

B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

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

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).