



Storage Space Lease

202054602

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

Tenant:

CI/DRC, LLC
566 Wells Street, SW
Atlanta, GA 30312

**STORAGE SPACE
DENVER INTERNATIONAL AIRPORT**

Tenant Initials

SUMMARY PAGE

This Summary Page, consisting of one page, is attached to and made a part of that certain Lease made and entered into as of the date stated on the signature page, between the City and County of Denver and the Tenant listed below.

TENANT: Name	CI/DRC, LLC
Address	566 Wells Street, SW
City, State and Zip	Atlanta, GA 30312
Attn:	Donata Russel Ross
Trade Name	Chick-fil-A
State of Incorporation	Georgia

STORAGE LOCATION and COMPENSATION (Initial)						
Loca. Num.	Concourse /Terminal	Address	Square Feet	Annual Rental <small>(Initial or as provided in Section 5.01)</small>	Monthly Payment <small>(Initial or as provided in Section 5.02)</small>	Reserved
1.	Concourse B	R18-1-1-W5-N1.7-1	454	\$5,448.00	\$454.00	
Totals:			454	\$5,448.00	\$454.00	

COMPANION AGREEMENT(S):	201523074
PERFORMANCE SURETY	\$2,724.00 or as provided in Section 8.03

TERM:	
Effective Date	Date of Execution on the City's Signature Page
Expiration Date:	Co-Terminus with 201523074 or as otherwise provided in Section 4.01

INSURANCE POLICY AMOUNTS: See Exhibit B

DESCRIPTION OF EXHIBITS AND ADDENDA:

Exhibit A	Storage Space Plan
Exhibit B	Insurance Certificate

The Parties acknowledge and agree certain provisions stated in this Summary Page are, as of the Effective Date, unknown or estimates. The Parties further acknowledge and agree other provisions stated in this Summary Page are subject to change throughout the Term in accordance with the provisions of this Agreement. The Parties therefore agree to modify the Summary of Contract Provisions by letter executed by the CEO or the CEO's authorized representative without formal amendment.

TABLE OF CONTENTS

SECTION 1 - GENERAL	1
1.01 CONSIDERATION	1
1.02 INCORPORATION OF ATTACHED SUMMARY PAGE, EXHIBITS AND ADDENDA	1
SECTION 2 – DEFINITIONS	1
2.01 AIRPORT	1
2.02 AUDITOR	1
2.03 CHIEF EXECUTIVE OFFICER (CEO)	1
2.04 COMMENCEMENT DATE	1
2.05 COMPANION AGREEMENT	2
2.06 CONCOURSES	2
2.07 DEN DESIGN STANDARDS	2
2.08 DEN TENANT DEVELOPMENT GUIDELINES	2
2.09 PAST DUE INTEREST RATE	2
2.10 STORAGE SPACE	2
2.11 TENANT WORK PERMIT HANDBOOK	3
2.12 TERMINAL	3
SECTION 3 - LEASE OF STORAGE SPACE	3
3.01 STORAGE RIGHTS GRANTED	3
3.02 USE OF STORAGE SPACE	3
3.03 MEANS OF ACCESS	3
3.04 RIGHT OF INSPECTION	4
SECTION 4 – TERM	4
4.01 TERM	4
4.02 SURRENDER OF STORAGE SPACE	4
4.03 HOLDING OVER	4
SECTION 5 – RENT	5
5.01 RENT	5
5.02 PAYMENT OF MONTHLY RENT	5
5.03 INTEREST ON PAST DUE AMOUNTS	5
5.04 PLACE AND MANNER OF PAYMENTS	5
5.05 REESTABLISHMENT OF RENTALS, FEES AND CHARGES	5
SECTION 6 - USE OF STORAGE SPACE	6
6.01 CARE OF AREA	6
6.02 VENDING MACHINES	6
6.03 COMPLIANCE WITH ALL LAWS AND REGULATIONS	6
6.04 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS	7
6.05 WASTE OR IMPAIRMENT OF VALUE	7
6.06 HAZARDOUS USE	7
6.07 STRUCTURAL OR ELECTRICAL OVERLOADING	8
6.08 NOISE, ODORS, VIBRATIONS AND ANNOYANCES	8

6.09	ACCESSIBILITY	8
6.10	NO AUCTION	8
6.11	CONSTRUCTION OF IMPROVEMENTS/RESTRICTION ON CHANGES.....	8
6.12	TITLE TO IMPROVEMENTS	9
6.13	REMOVAL OF TENANT'S EQUIPMENT	9
SECTION 7 - UTILITIES AND SERVICES.....		9
7.01	HEATING AND AIR CONDITIONING (HVAC)	9
7.02	ELECTRICITY	9
7.03	WATER SERVICE	10
7.04	LIGHTING.....	10
7.05	JANITORIAL SERVICES AND MAINTENANCE	10
7.06	STRUCTURAL MAINTENANCE	10
7.07	COMMON USE SERVICES.....	10
7.08	INTERRUPTION OF SERVICES	10
SECTION 8 - INDEMNITY, INSURANCE AND BONDS		11
8.01	DEFENSE & INDEMNIFICATION	11
8.02	INSURANCE	11
8.03	PERFORMANCE GUARANTEE	12
8.04	NO PERSONAL LIABILITY.....	12
8.05	TAXES, LICENSES, LIENS AND FEES	12
SECTION 9 - DEFAULT AND REMEDIES		13
9.01	DEFAULT	13
9.02	REMEDIES.....	13
9.03	REMEDIES CUMULATIVE	14
9.04	ADMINISTRATIVE HEARING.....	14
9.05	WAIVERS	14
SECTION 10 - DAMAGE, DESTRUCTION OR LOSS.....		15
10.01	DAMAGE TO OR DESTRUCTION OF STORAGE SPACE	15
10.02	COOPERATION IN THE EVENT OF LOSS.....	15
10.03	LOSS OR DAMAGE TO PROPERTY	15
10.04	MUTUAL WAIVER/INSURANCE COVERAGE	15
SECTION 11 - MISCELLANEOUS PROVISIONS		15
11.01	ADVERTISING AND PUBLIC DISPLAYS.....	15
11.02	AGREEMENT BINDING UPON SUCCESSORS	16
11.03	AGREEMENT MADE IN COLORADO	16
11.04	AGREEMENT SUBORDINATE TO AGREEMENTS WITH UNITED STATES	16
11.05	ASSIGNMENT	16
11.06	BOND ORDINANCES.....	16
11.07	FORCE MAJEURE	16
11.08	INCONVENIENCES DURING CONSTRUCTION	17
11.09	MASTER PLAN	17
11.10	INDEPENDENT CONTRACTOR	17
11.11	NOTICES.....	17
11.12	PARAGRAPH HEADINGS.....	18
11.13	PATENTS AND TRADEMARKS	18
11.14	SECURITY	18

11.15	SEVERABILITY	18
11.16	SURVIVAL OF PROVISIONS; SEVERABILITY	18
11.17	THIRD PARTIES	18
11.18	USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS	19
11.19	CITY SMOKING POLICY	19
11.20	NONDISCRIMINATION	19
11.21	PAYMENT OF CITY MINIMUM WAGE	19
11.22	ENTIRE AGREEMENT	19
11.23	FINAL APPROVAL	20

STORAGE SPACE LEASE

THIS STORAGE SPACE LEASE ("Lease"), is made and entered into as of the date stated on the signature page ("Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation (the "City"), Party of the First Part; and **CI/DRC, LLC**, a Georgia corporation authorized to conduct business in the State of Colorado ("Tenant"), Party of the Second Part.

SECTION 1 - GENERAL

1.01 CONSIDERATION

City enters into this Lease for and in consideration of the payment of rent, the construction of all improvements by Tenant as herein provided, and the performance and observance by Tenant of the covenants and agreements herein.

1.02 INCORPORATION OF ATTACHED SUMMARY PAGE, EXHIBITS AND ADDENDA

The Summary Page attached to this Lease and the Exhibits attached to this Lease as described on the Summary Page shall be deemed incorporated in this Lease. Appendices A, C, D, and E of the Companion Agreement (Standard Federal Assurances) are also incorporated herein by this reference.

SECTION 2 – DEFINITIONS

2.01 AIRPORT

"Airport" or "DEN" shall mean Denver International Airport.

2.02 AUDITOR

"Auditor" shall mean the City's Auditor and the CEO's authorized representative.

2.03 CHIEF EXECUTIVE OFFICER (CEO)

The Chief Executive Officer ("CEO") of City's Department of Aviation, formerly the Manager of Aviation, and/or any successor in function and/or title, as amended by Executive Order 140, is the officer appointed by the Mayor to be in full charge and control of the Department including the management, operation, and control of Denver International Airport, the Denver municipal airport system and all other facilities relating to or otherwise used in connection with the foregoing. Whenever reference is made herein to "CEO or the CEO's authorized representative," or words of similar import are used, such reference shall mean the officers or employees of the City designated by the CEO as the CEO's authorized representative.

2.04 COMMENCEMENT DATE

"Commencement Date" shall mean the same date as the Effective Date.

2.05 COMPANION AGREEMENT

"Companion Agreement" shall mean the concession agreement(s) set forth on the Summary Page and shall include the plural where applicable. Tenant may use the Storage Space solely in support of the Companion Agreement(s), and for no other purposes, unless prior authorization from the CEO or the CEO's authorized representative is received. Any terms or obligations within the Companion Agreement that may be applicable to Tenant's occupancy or use of the Storage Space shall apply to Tenant as if contained expressly herein. City and Tenant may, during the Term and by mutual agreement, add or delete Companion Agreement(s). The Parties agree to modify the Summary Page and Exhibit A, as necessary, by letter executed by the CEO or the CEO's authorized representative and acknowledged by Tenant, without need for formal amendment to this Agreement.

2.06 CONCOURSES

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

2.07 DEN DESIGN STANDARDS

"DEN Design Standards" shall mean the design standards and criteria for Denver International Airport, and as hereafter amended.

2.08 DEN TENANT DEVELOPMENT GUIDELINES

"DEN Tenant Development Guidelines" shall mean the criteria established at DEN for tenants and concessionaires for design, construction, installation, signage and related matters, and as hereafter amended.

2.09 PAST DUE INTEREST RATE

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

2.10 STORAGE SPACE

"Storage Space" shall mean the Storage Space as generally depicted on the Storage Space Plan attached hereto as Exhibit A, which is located within the Terminal and/or Concourses and contains the number of square feet set forth on the Summary Page. "Storage Space" shall include the plural where applicable. The City and Tenant acknowledge and agree that the dimensions of the Storage Space as set forth in Exhibit A are approximate and that, following the completion of construction, the precise dimensions and square footage shall be determined by the parties to conform to such measurement and a revision to the Summary Page and Exhibit A will be made, if necessary, depicting the dimensions and square footage of the Storage Space as actually constructed, each of these actions to be mutually agreed upon and taken without the requirements of a formal amendment to this Lease.

2.11 TENANT WORK PERMIT HANDBOOK

"Tenant Work Permit Handbook" shall mean the general information, rules, regulations, and operational information applicable to Tenant's construction of improvements and use of the Storage Space, found in the document under the same title acknowledged by Tenant in the Companion Agreement.

2.12 TERMINAL

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

SECTION 3 - LEASE OF STORAGE SPACE

3.01 STORAGE RIGHTS GRANTED

City grants to Tenant the right to occupy and use the Storage Space consistent with and subject to all of the terms and provisions of this Lease. In order to maximize the highest and best use of the City's airline facilities, the City, at the City's sole discretion and upon thirty (30) days' prior written notice, may require Tenant, and Tenant agrees, to relocate its Storage Space, at Tenant's own cost and expense, in which case, the City will revise the Summary Page and Exhibit A without formal amendment to this Lease.

3.02 USE OF STORAGE SPACE

Tenant may use the Storage Space only for storage purposes in support of the Companion Agreement(s), and for no other purposes, unless otherwise authorized in writing by the CEO or the CEO's authorized representative.

3.03 MEANS OF ACCESS

Tenant, and its agents and employees, have a non-exclusive right of ingress to and egress from the Storage Space by a means of access located outside the boundaries of such space as specified by City. In non-public areas, such access shall be restricted under the Airport's security requirements as described in the section herein entitled "Security," and the City may at any time close, relocate, reconstruct or modify such means of access, provided that a reasonably convenient and adequate means of ingress and egress is available for the same purposes.

The City has established access corridors and access door locations for the Storage Space, and such plans are available from Airport Engineering.

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

3.04 RIGHT OF INSPECTION

City retains the full right of entry in and to the Storage Space for any purpose necessary, incidental to or in connection with its obligations hereunder, or in the exercise of its governmental functions, or for the purpose of making any inspection it deems necessary. City also retains the right, as needed and at City's sole discretion, to enter the Storage Space in connection with general Airport maintenance or operational needs. Tenant shall promptly provide City maintenance personnel with any keys necessary to access the Storage Space or any portion thereof for such maintenance and operational purposes.

SECTION 4 – TERM

4.01 TERM

"Term" shall mean the period commencing on the Effective Date as stated on the Summary Page and expiring at noon on the Expiration Date as stated on the Summary Page. The parties intend that the Term shall be co-terminus with the term of the Companion Agreement(s) listed on the Summary Page, unless sooner terminated. This Lease may be terminated by the City prior to the Expiration Date with or without cause, upon thirty (30) days written notice to Tenant signed by the CEO or the CEO's representative.

4.02 SURRENDER OF STORAGE SPACE

Upon the expiration or earlier termination of this Lease or on the date specified in any demand for possession by City after any Default by Tenant, Tenant covenants and agrees to immediately surrender possession of the Storage Space to City in the same condition as when first occupied, ordinary wear and tear excepted.

4.03 HOLDING OVER

If City permits Tenant to hold over after expiration of the Term, thereafter Tenant's occupancy shall be deemed a month-to-month tenancy at a monthly rent equal to 150% of the monthly rent provided in Section 5 herein unless otherwise modified by the City in writing. The City may waive the additional rent and allow Tenant to holdover at the rates stated in Section 5. Tenant shall remain subject to all other terms and conditions of this Lease during such holdover tenancy. Nothing herein shall be construed to give Tenant the right to hold over, and City may exercise any remedy at law or in equity to recover possession of the Storage Space, as well as any damages incurred by City.

4.04 ADDITIONS TO AND DELETIONS FROM THE STORAGE SPACE

The Parties may, during the Term and by mutual agreement, add or delete space(s) from the Storage Space. All space(s) added pursuant to this Section 4.04 are subject to all the terms, conditions, covenants, and other provisions of this Lease. Tenant shall pay to City all compensation, fees, and charges applicable to the additional space(s) in accordance with this Lease. In the case of additions or deletions from the Storage Space, City will make appropriate adjustments to the compensation, fees, and charges paid by Tenant. The Parties agree to modify the Summary of Contract Provisions and Exhibit A, as necessary, to incorporate space additions

or deletions to the Storage Space by letter executed by the CEO or the CEO's authorized representative, without need for formal amendment to this Lease.

SECTION 5 – RENT

5.01 RENT

Tenant covenants and agrees, without offset, deduction or abatement, to pay City the established rentals, rates, fees and charges for storage space set forth on the Summary Page as Annual Rent for the rights and privileges herein granted by City, which sum is reserved to the City and shall be payable in monthly installments. Said obligation to pay rent shall commence upon the Commencement Date set forth in Section 2.05 herein and continue through the Term hereof.

5.02 PAYMENT OF MONTHLY RENT

The Annual Rent shall be payable by Tenant to City in twelve equal installments ("Monthly Rent") in advance and without demand commencing on the Commencement Date and on the first day of each month thereafter throughout the term hereof.

5.03 INTEREST ON PAST DUE AMOUNTS

Any payments not made to City when due shall accrue interest at the Past Due Interest Rate, as herein defined.

5.04 PLACE AND MANNER OF PAYMENTS

All sums payable to City hereunder shall be made without notice at the following:

Airport Revenue Fund
Denver International Airport
PO Box 492065
Denver, Colorado 80249-2065

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

5.05 REESTABLISHMENT OF RENTALS, FEES AND CHARGES

The City, through the CEO, may from time to time, at intervals of not more than five (5) years, at the CEO's sole discretion, and subject to the requirements of any outstanding bond ordinance pertaining to the Airport, reestablish the rentals, fees and charges provided for herein. The City agrees that such reestablished schedule of rentals, fees and charges shall be reasonable in relation to the cost of providing, operating and maintaining property, services and facilities of the airport system.

If the CEO proposes any change in the schedule of rentals, fees and charges, the City will give notice thereof to Tenant not less than 90 days before the same is to become effective. Should the proposed rentals, fees and charges result in an increase of more than 5% in the dollar amount

of compensation paid by Tenant for the prior calendar year, then Tenant may decline to pay compensation at the new rate(s). Tenant shall promptly advise the City (but in no event less than 60 days prior to the proposed effective date of such schedule of rentals, fees and charges) of its intention to cancel and terminate this Lease. Upon such notice of intent to cancel and terminate, Tenant shall surrender the Storage Space upon a date specified by the City. Should Tenant fail to give such notice of cancellation and termination, then it shall be deemed to have accepted the new rate(s) of compensation as promulgated by the CEO.

No failure by the City to reestablish the rentals, fees and charges at a five (5) year interval date shall constitute a waiver of the City's right to reestablish the rentals, fees and charges at any time thereafter.

SECTION 6 - USE OF STORAGE SPACE

6.01 CARE OF AREA

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

6.02 VENDING MACHINES

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

6.03 COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

Tenant agrees to promptly submit any reports or information which the City is required by law or regulation to obtain from Tenant or which the CEO may reasonably request relating to Tenant's operations. The Tenant agrees that the Auditor or any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Tenant involving matters directly related to this Lease.

In the operation of its storage facilities, Tenant shall comply with the Standard Federal Assurances described in Appendices A, C, D, and E of the Companion Agreement(s), and those Appendices are incorporated herein by reference.

6.04 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

Tenant, in conducting any activity in the Storage Space, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes and regarding releases or threatened releases of Hazardous Materials or Special Wastes to the environment. For purposes of this Lease the term "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticides, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

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

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

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

6.05 WASTE OR IMPAIRMENT OF VALUE

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

6.06 HAZARDOUS USE

Tenant agrees that nothing shall be done or kept in the Storage Space and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Storage Space which are unsafe or hazardous to any person or property. Further, Tenant shall not do or permit to be done any act or thing upon the Storage Space which will invalidate, suspend or increase the rate of any fire insurance policy required under this Lease, or carried by the City, covering the Storage Space or the buildings in which the Storage Space is located or which, in the opinion of the CEO or the CEO's authorized representative, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Lease. If, by reason of any failure by Tenant to comply with the provisions of this section, after receipt of notice in writing from the City, any fire insurance rate on the Storage Space or on the buildings in which the same is located, shall at any time be higher than it normally would be, then Tenant shall pay the City, on demand, that part of all fire insurance premiums paid by the City which have been charged because of such violation or

failure of Tenant; provided, that nothing herein shall preclude Tenant from bringing, keeping or using on or about the Storage Space such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on the normal operations contemplated herein.

6.07 STRUCTURAL OR ELECTRICAL OVERLOADING

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

6.08 NOISE, ODORS, VIBRATIONS AND ANNOYANCES

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

6.09 ACCESSIBILITY

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

Tenant shall not place any additional lock of any kind upon any window or interior or exterior door in the Storage Space, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the Storage Space, nor refuse, upon the expiration or sooner termination of this Lease, to surrender to the City any and all keys to the interior or exterior doors on the Storage Space, whether said keys were furnished to or otherwise procured by Tenant. If any keys furnished to Tenant by City are lost, Tenant shall pay the City, on demand, the cost for replacement thereof.

6.10 NO AUCTION

Tenant agrees not to allow or permit any sale by auction or hawking on the Storage Space.

6.11 CONSTRUCTION OF IMPROVEMENTS/RESTRICTION ON CHANGES

Tenant shall at its sole cost and expense design, construct and install the Improvements. The Improvements are subject to the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be constructed in accordance with the Airport's Tenant Development Guidelines, the applicable requirements of the Tenant Work Permit

Handbook, and pursuant to the City's building permit process and the customary terms and conditions thereof. Thereafter, Tenant agrees not to alter, add to, remove or demolish any of the Improvements on the Storage Space without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. All such alterations or changes shall be made in accordance with the Airport Tenant Development Guidelines and the applicable requirements of the Tenant Work Permit Handbook.

6.12 TITLE TO IMPROVEMENTS

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

6.13 REMOVAL OF TENANT'S EQUIPMENT

Tenant shall retain title to and shall remove, at its sole cost, prior to the expiration or termination of this Lease, all of Tenant's Equipment, as hereinafter defined. "Tenant's Equipment" shall mean all equipment, apparatus, machinery, furnishings, trade fixtures and personal property installed by Tenant and used in the operation of the business of Tenant (as distinguished from the use and operation of the Storage Space). Tenant shall provide a list of Tenant's equipment, not more than once annually if requested by the City. If such removal shall injure or damage the Storage Space, Tenant agrees, at its sole cost, at or prior to the expiration or termination of this Lease, to repair such injury or damage in good and workmanlike fashion and to place the Storage Space in the same condition as the Storage Space would have been if such Tenant's Equipment had not been installed. If Tenant fails to remove any of Tenant's Equipment by the expiration or termination of this Lease, City may, at its option, keep and retain any such Tenant's Equipment or dispose of the same and retain any proceeds therefrom, and City shall be entitled to recover from Tenant any costs of City in removing the same and in restoring the Storage Space in excess of the actual proceeds, if any, received by City from disposition thereof.

SECTION 7 - UTILITIES AND SERVICES

7.01 HEATING AND AIR CONDITIONING (HVAC)

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

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

7.02 ELECTRICITY

Tenant shall, at its expense, furnish, install and maintain an electric meter at a location and of a type specified by the City, and shall pay all costs for electricity used within the Storage Space. Electricity

may be metered under an adjacent Concession Space of a Companion Agreement if authorized by the City. Tenant shall furnish, install and maintain all power circuits and connections required for equipment and mechanical systems used in the Storage Space. Any bills by the City for such costs shall be due within 30 days and shall accrue interest at the Past Due Interest Rate if not paid when due.

7.03 WATER SERVICE

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

7.04 LIGHTING

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

7.05 JANITORIAL SERVICES AND MAINTENANCE

Tenant shall, at its expense, be responsible for janitorial or services for the Storage Space.

7.06 STRUCTURAL MAINTENANCE

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

7.07 COMMON USE SERVICES

The CEO may establish common use services at the Airport, including but not limited to trash and refuse removal, deliveries, industrial waste handling, recycling and security guards. The CEO reserves the right to establish charges for common use services based upon documented actual costs, for which Tenant may be required to use and pay its pro rata actual share.

7.08 INTERRUPTION OF SERVICES

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

SECTION 8 - INDEMNITY, INSURANCE AND BONDS

8.01 DEFENSE & INDEMNIFICATION

A. Tenant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Lease ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Tenant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Tenant's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Tenant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Tenant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Tenant under the terms of this indemnification obligation. The Tenant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

8.02 INSURANCE

A. The Tenant shall obtain and keep in force during the entire term of this Lease, insurance policies as described in Exhibit B and incorporated herein unless otherwise provided for in the Companion Agreement. The certificate specifies the minimum insurance requirements the Tenant and subcontractors must meet under this Lease. Such amounts may be adjusted by the CEO in her sole discretion at any time during the term of this Lease.

B. Prior to the Commencement Date, the Tenant shall submit to the Airport Commercial Division an ACORD insurance certificate, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. The Tenant shall deliver to the Airport Property Office a certificate evidencing the renewal of all policies, at least ten days prior to each policy's expiration date.

C. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in

the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

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

E. Unless specifically accepted in writing by the City's Risk Management Administrator, the Tenant shall include all subcontractors performing services hereunder as insureds under each required policy or shall require each subcontractor to maintain their own insurance coverage in accordance with the requirements set forth in this Lease.

F. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

8.03 PERFORMANCE GUARANTEE

Upon execution of this Lease, Tenant shall deliver to the CEO, and maintain in effect at all times throughout the Term plus six (6) months thereafter an irrevocable letter of credit or such other acceptable surety as first approved in writing by City, in an amount equal to six (6) months of monthly rent, which amount is subject to increase by the CEO. Such guarantee shall be payable without condition to the City and guarantee to the City full and faithful performance of (i) all of the terms and provisions of this Lease as said Lease may be amended, supplemented or extended and (ii) all obligations and duties under all general rules and regulations adopted by the City or the CEO for the management, operation and control of the Airport as amended or supplemented. All irrevocable letters of credit shall be in a form, and issued by a bank, acceptable to the City.

8.04 NO PERSONAL LIABILITY

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

8.05 TAXES, LICENSES, LIENS AND FEES

Tenant agrees to promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current all municipal, state or federal licenses required for the conduct of its business at and upon the Storage Space and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Tenant also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Storage Space or improvements thereto, or any part thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman. Tenant agrees to furnish to the CEO, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. Tenant further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Storage Space or improvements thereon which will in any way impair the rights of the City under this Lease.

SECTION 9 - DEFAULT AND REMEDIES

9.01 DEFAULT

Tenant shall be in default under this Lease if Tenant:

A. Fails to timely pay within five (5) days when due to City the compensation, rent or any other payment required hereunder except where such failure is cured within (10) days after written notice by City of Tenant's failure to pay; or

B. Tenant is in default under the Companion Agreement; or

C. Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

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

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

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

H. Tenant uses or gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Tenant for its use under this Lease.

9.02 REMEDIES

If Tenant defaults in any of the covenants, terms and conditions herein, and following thirty (30) days' notice by City and Tenant's failure to remedy, the City may exercise any one or more of the following remedies:

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

B. The City may cancel and terminate this Lease and repossess the Storage Space, with or without process of law, and without liability for so doing, upon giving 30 days written notice to Tenant of its intention to terminate, at the end of which time all the rights hereunder of the Tenant

shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days.

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

C. The City may elect to reenter and take possession of the Storage Space and expel Tenant or any person claiming under Tenant, and remove all effects as may be necessary, without prejudice to any remedies for damages or breach. Such reentry shall not be construed as termination of this Lease unless a written notice specifically so states; however, the City reserves the right to terminate the Lease at any time after reentry. Following reentry, the City may relet the Storage Space, or any portion thereof, for the account of Tenant, on such terms and conditions as the City may choose, and may make such repairs or improvements as it deems appropriate to accomplish the reletting. The City shall not be responsible for any failure to relet or any failure to collect rent due for such reletting.

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

9.03 REMEDIES CUMULATIVE

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

9.04 ADMINISTRATIVE HEARING

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

9.05 WAIVERS

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

SECTION 10 - DAMAGE, DESTRUCTION OR LOSS

10.01 DAMAGE TO OR DESTRUCTION OF STORAGE SPACE

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

10.02 COOPERATION IN THE EVENT OF LOSS

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

10.03 LOSS OR DAMAGE TO PROPERTY

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

10.04 MUTUAL WAIVER/INSURANCE COVERAGE

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

SECTION 11 - MISCELLANEOUS PROVISIONS

11.01 ADVERTISING AND PUBLIC DISPLAYS

Tenant shall not install or have installed or allow to be installed upon or within the Storage Space, without the prior written approval of the CEO or the CEO's authorized representative, any sign, either lighted or unlighted, poster or other display of advertising media, including material supplied by manufacturers of merchandise offered for sale, as well as other types of display specified in the DEN Design Standards. Permission will not be granted for any advertising which fails to

comply with DEN Design Standards or DEN Tenant Development Guidelines, or any advertising material, fixture or equipment which extends beyond the Storage Space.

11.02 AGREEMENT BINDING UPON SUCCESSORS

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

11.03 AGREEMENT MADE IN COLORADO

This Lease shall be deemed to have been made in and 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, as amended from time to time. The parties agree venue for any action arising from this Lease shall be in the District Court for the City and County of Denver, Colorado.

11.04 AGREEMENT SUBORDINATE TO AGREEMENTS WITH UNITED STATES

This Lease is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes and the expenditure of federal funds for the development of the Airport or airport system.

11.05 ASSIGNMENT

Any assignment is subject to the "Assignment" provision in the Companion Agreement.

11.06 BOND ORDINANCES

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

11.07 FORCE MAJEURE

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Lease due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental

with a copy to:

Concessions International, LLC
566 Wells Street, SW
Atlanta, GA 30312

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is postmarked or hand delivered.

11.12 PARAGRAPH HEADINGS

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

11.13 PATENTS AND TRADEMARKS

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

11.14 SECURITY

Tenant shall cause its officers, contractors, agents and employees to comply with any and all existing and future security regulations adopted by the City or the Transportation Security Administration (TSA), including 49 CFR Subtitle B, Chapter XII, as amended from time to time.

11.15 SEVERABILITY

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

11.16 SURVIVAL OF PROVISIONS; SEVERABILITY

All terms and conditions of this Lease which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Lease (by expiration of the term or otherwise) shall survive such termination and continue to be enforceable as provided herein. In the event, any of the provisions, or applications thereof, of this Lease are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

11.17 THIRD PARTIES

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

11.18 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

Tenant, its officers, agents and employees shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 and Denver Executive Order No. 94, or any successor thereto, concerning the use, possession or sale of alcohol or drugs. Tenant shall also prohibit consumption of alcohol within the Storage Space. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Tenant from City facilities or participating in City operations.

11.19 CITY SMOKING POLICY

Concessionaire agrees that it will prohibit smoking by its employees and the public in the Premises. Concessionaire further agrees to not sell or advertise tobacco products. Concessionaire acknowledges that smoking is not permitted in DEN buildings and facilities except for designated areas. Concessionaire 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..

11.20 NONDISCRIMINATION

In connection with the performance of work under this Lease, Tenant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Tenant further agrees to insert the foregoing provision in all subcontracts hereunder.

11.21 PAYMENT OF CITY MINIMUM WAGE

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

11.22 ENTIRE AGREEMENT

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

11.23 FINAL APPROVAL

This Lease is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver. This Lease may be executed in two or more counterparts. Each counterpart will be deemed an original signature page to this Lease. The Lease may be signed electronically by the parties in the manner specified by the City.

[SIGNATURE PAGE FOLLOWS]