

**BY AUTHORITY**

ORDINANCE NO. \_\_\_\_\_

COUNCIL BILL NO. CB12-0275

SERIES OF 2012

COMMITTEE OF REFERENCE:

BUSINESS, WORKFORCE, & SUSTAINABILITY

**A BILL**

**For an ordinance approving a proposed Advertising Sales Concession License Agreement between the City and County of Denver and Clear Channel Outdoor, Inc related to an advertising program at Denver International Airport.**

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

**Section 1.** The proposed Advertising Sales Concession License Agreement between the City and County of Denver and Clear Channel Outdoor, Inc in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2012-0260, is hereby approved.

COMMITTEE APPROVAL DATE: April 12, 2012

MAYOR-COUNCIL DATE: April 17, 2012

PASSED BY THE COUNCIL: \_\_\_\_\_, 2012

\_\_\_\_\_ - PRESIDENT

APPROVED: \_\_\_\_\_ - MAYOR \_\_\_\_\_, 2012

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

NOTICE PUBLISHED IN THE DAILY JOURNAL: \_\_\_\_\_, 2012; \_\_\_\_\_, 2012

PREPARED BY: Max Taylor, Assistant City Attorney  DATE: April 19, 2012

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

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

BY: \_\_\_\_\_, Assistant City Attorney

DATE: April 19, 2012



**ADVERTISING LICENSE AGREEMENT**

**BETWEEN**

**CITY AND COUNTY OF DENVER**

**AND**

**CLEAR CHANNEL OUTDOOR, INC**

**AT**

**DENVER INTERNATIONAL AIRPORT**

**ADVERTISING LICENSE AGREEMENT  
DENVER INTERNATIONAL AIRPORT  
SUMMARY PAGE  
CLEAR CHANNEL AIRPORTS**

This Summary Page, consisting of three pages, is attached to and made a part of the Agreement as of the date stated on the signature page of the Agreement. Between the City and County of Denver and the Licensee listed below.

**LICENSEE: Name** Clear Channel Outdoor, Inc.  
**DBA:** Clear Channel Airports  
**Address for Notice** Attn: Toby Sturek  
President, Clear Channel Airports Division  
4635 Crackersport Road  
Allentown, PA 18104

**Copy to:** Clear Channel Outdoor, Inc.  
2325 E. Camelback Road, Ste. 400  
Phoenix, AZ 85016

**ADVERTISING LOCATIONS** See Exhibit A

**TEMPORARY EXHIBIT LOCATIONS** See Exhibit A-1

**MAG** The MAG is \$2,310,620.79 for year one.  
The MAG is \$3,000,000.00 for year two.  
The MAG shall increase by the national Consumer Price Index for All Urban Consumers (CPI-U) or its equivalent on or about April 1<sup>st</sup> annually thereafter.

**PERCENTAGE RATE** 61% of Gross Revenue until the Start Date:  
65% of Gross Revenue effective on the Start Date;  
67.5% of Gross Revenue effective April 1, 2015

<b>PERFORMANCE SURETY AMOUNT</b>	Amount equal to six months of the initial MAG, as provided in Section 18.A
<b>TERM</b>	
<b>Effective Date:</b>	As provided in Exhibit D, Confirmation Letter
<b>Expiration Date:</b>	As defined in Section 4, not to exceed 10 years 9 months, as documented on Exhibit D.
<b>DESIGN AND CONSTRUCTION DEADLINE</b>	Twelve months from Effective Date
<b>REQUIRED MINIMUM INVESTMENT</b>	\$5.8 million, as described in Section 7.A
<b>REFURBISHMENT MINIMUM INVESTMENT</b>	\$2.1 million, as described in Section 7.G
<b>REFURBISHMENT COMPLETION DATE</b>	2018, as described in Section 7.G
<b>STORAGE SPACE LEASE</b>	To be mutually agreed to under a separate agreement
<b>INSURANCE POLICY AMOUNTS</b>	As defined in Exhibit C Insurance Certificate
<b>SBE DESIGN AND CONSTRUCTION GOALS:</b>	<b>TBD</b>
<b>ACDBE GOAL</b>	7.5%
<b>DESCRIPTION OF EXHIBITS AND ADDENDA:</b>	
<b>Exhibit A</b>	Locations Subject to this Agreement
<b>Exhibit A-1</b>	Temporary Exhibits
<b>Exhibit A-2</b>	Initial Refurbishment Locations
<b>Exhibit B</b>	Disadvantaged Business Enterprise Participation
<b>Exhibit B-1</b>	ACDBE Approved Plan
<b>Exhibit C</b>	Insurance Certificate
<b>Exhibit D</b>	Confirmation Letter

<b>Exhibit D1</b>	<b>Letter Confirming Actual Dates of Certain Events</b>
<b>Exhibit E</b>	<b>Licensee's Proposal</b>
<b>Exhibit F</b>	<b>Independent Auditor's Report</b>
<b>Exhibit G</b>	<b>Independent Accountant's Report on Applying Agreed upon Principles</b>
<b>Exhibit H</b>	<b>Minimum Capital Investment</b>
<b>Exhibit I</b>	<b>Construction Schedule</b>
<b>Exhibit J</b>	<b>Concession Monthly Revenue Report</b>
<b>Exhibit N</b>	<b>DIA Environmental Requirements</b>
<b>Exhibit X</b>	<b>Provisions for Design and Construction of Improvements</b>
<b>Appendix 1</b>	<b>Standard Federal Assurances</b>
<b>Appendix 2</b>	<b>Standard Federal Assurances, Nondiscrimination</b>
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**ADVERTISING SALES CONCESSION LICENSE AGREEMENT  
DENVER INTERNATIONAL AIRPORT**

This Advertising Concession Agreement ("Agreement") 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 ("City"), and CLEAR CHANNEL OUTDOOR, INC. d/b/a Clear Channel Airports ("Licensee"), a Delaware corporation authorized to conduct business in the State of Colorado whose principal place of business for its Airports division is located at Allentown, PA. The City and Licensee are sometimes collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, the City owns, operates, and maintains Denver International Airport ("DIA" or the "Airport");

**WHEREAS**, Licensee currently operates the Airport's advertising concession under the Previous Agreement (as defined herein);

**WHEREAS**, the Parties affirm that by executing this Agreement the Previous Agreement is terminated;

**WHEREAS**, the City operates a concession program at the Airport which is envisioned to be among the best in the world offering value, excitement and a wide range of culinary and retail experiences and services that evoke a strong sense of place reflecting the best of Denver, Colorado and the Rocky Mountain West;

**WHEREAS**, in that spirit, Licensee agrees to create and maintain a first-class concession at the Airport by providing value and great customer service (prompt, clean, courteous and efficient) in everything it does; by creating and incorporating industry-leading advertising technology and concepts to DIA; and by keeping its concession program fresh and dynamic thereby maximizing its revenue potential; and

**WHEREAS**, the premises set forth in these recitals are hereby made a part of this Agreement;

**NOW THEREFORE**, for good and valuable consideration the sufficiency of which is hereby acknowledged; the Parties hereto, intending to be legally bound by the terms and conditions of this Agreement, agree as follows:

**SECTION 1 – GENERAL**

**A. Consideration.**

The City and Licensee enter into this Agreement for and in consideration of the payment of compensation by Licensee as herein provided, the construction of all Improvements by Licensee as herein provided, the Advertising Program which Licensee is authorized to operate at the Airport and the performance and observance by the parties of the terms, conditions, requirements, covenants and agreements set forth herein.

**B. Incorporation of Attached Summary Pages, Exhibits and Addenda.**

The Exhibits and Addenda attached and referred to in this Agreement and all general rules and regulations adopted by the City or the Manager for the management, operation, or control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations or actions of the FAA or other authorized agency, as they may be amended from time to time, are intended to be, and hereby are, deemed incorporated into this Agreement by this reference.

## SECTION 2 – DEFINITIONS AND INTERPRETATIONS

As used in this Agreement, the following terms shall be defined as specified below. In addition to other terms, which are defined elsewhere in this Agreement or any Exhibits, the terms defined in the following subsections of this Section 2 shall have the meaning, set forth in such subsection whenever used in this Agreement.

1. **Advertiser** means a person who contracts with Licensee to display advertising at the Airport.
2. **Airport Master Plan or Master Plan** shall mean the approved master plan for development of Denver International Airport.
3. **Advertising Contract** means a contract between an Advertiser and Licensee for the display of advertising at the Airport.
4. **Advertising Display** means a medium of communication used for advertising and includes but is not limited to any display of Current Technology or New Technology and any Permanent or Temporary Exhibits.
5. **Advertising Program** means the scope of the Concession opportunity as defined in this Agreement.
6. **Airport or DIA** shall mean Denver International Airport.
7. **Applicable Law** means all applicable, Federal, State, City, and other local laws, statutes, ordinances, rules and regulations governing Licensee or the Concession herein granted, including Airport rules and regulations adopted by the Department.
8. **Assigned Locations** means those sites at the Airport where Licensee is authorized to install an Advertising Display under this Agreement, as more particularly identified and described in Exhibit A and A-1 Locations Subject to this Agreement. Assigned Location shall include the plural where applicable. The City and Licensee acknowledge and agree that the dimensions of the Assigned Locations as set forth in Exhibit A and A-1 are approximate. Following the completion of construction, the dimensions and locations on Exhibit A and A-1 may be revised to reflect the actual dimensions and locations constructed. The Manager may add or subtract up to 10% of the Assigned Locations listed on Exhibit A (with a corresponding adjustment to the MAG/MMG) with the prior written consent of the Licensee. Each of these actions may be taken without the requirement of a formal amendment to this Agreement.
9. **Auditor** shall mean the City's Auditor, Airport's internal auditor and the their authorized representative.

10. **Commercial Reasons** shall include any reason determined by the Airport which will increase the income-generating capacity of the particular space, reduce the cost of the particular space or in any other way maximize the particular space's highest and best use.
11. **Concession** means the right and privilege to design, develop, install, operate, manage, and maintain high quality, state of the art Advertising Displays at the Assigned Locations for the term of this Agreement subject to the terms, conditions and covenants of this Agreement.
12. **Concourses** shall mean Concourses A, B and C located at the Airport but specifically excludes the Terminal as herein defined.
13. **Construction Completion Date** means the date upon which the initial construction is completed, but in any event a date not later than twelve (12) months after the Effective Date.
14. **Contract Year** means each calendar year during the Term of this Agreement.
15. **Day** means a calendar day.
16. **Department** means the City of Denver, Department of Aviation.
17. **Design Review Procedures** means those policies and procedures set forth in the Airport Policies and Procedures for Design Review, which are incorporated herein by reference.
18. **DIA Design Standards** shall mean the design standards and criteria established for Denver International Airport as such standards and criteria may be established or modified from time to time.
19. **DIA Environmental Guidelines** shall mean those portions of the environmental standards and criteria established for non-aviation tenant development and operations at the Airport, as they may hereafter be amended, and which are incorporated herein by reference.
20. **DIA Tenant Development Guidelines** shall mean the criteria established at DIA for tenants and Licensees for design, construction, installation, signage and related matters, as they may hereafter be amended, and which are incorporated herein by reference.
21. **Expiration Date** shall mean the date after the Effective Date that this Agreement expires, which is the date listed on the Summary Page or as documented on *Exhibit D*, as provided herein.
22. **FAA** means the Federal Aviation Administration, or successor agency of the Federal government that regulates airports and aviation.
23. **First Class, First-Class** or "first-class" shall mean a manner or quality that is vigorous, lively vital and of the highest quality, which is to be determined by the City in its reasonable discretion.
24. **First Class Concession Licensee** acknowledges the City's vision for the concession program at Denver International Airport. In that spirit, Licensee agrees to create and maintain a first-class concession in a manner reasonably satisfactory to the Manager or the Manager's authorized representative.

25. **Gross Receipts** is defined as set forth in Section 5.
26. **Gross Revenue** shall mean all revenue generated by Licensee which is attributable to Licensee doing business under this Agreement.
27. **Handbook** shall mean a collection of City-approved policies, procedures and standards that Licensee must abide by, which may be amended from time to time.
28. **Improvements or Tenant Improvements** shall mean any affixed new construction, finishes, fixtures, systems, furnishings and furniture installed by Licensee, as well as modifications or alterations to existing construction, finishes, fixtures, systems, furnishings and furniture that conform to drawings and specifications approved in writing by the Manager's authorized representative, including but not limited to, all structures, lines, connections, fixtures, and other modifications and improvements to the Assigned Locations made by or on behalf of Licensee to install, operate, maintain, service or repair the Advertising Displays.
29. **Interim Rent** shall mean the rental amount stated on the Summary Page that Licensee agrees to pay to the City during the construction period which shall not extend past nine months from the Effective Date.
30. **Licensee's Equipment** shall mean all equipment, apparatus, machinery, signs, furnishings, trade fixtures and other non-affixed personal property installed by Licensee and used in the operation of the business of Licensee that can be removed without damaging the Advertising Display.
31. **Licensee's Proposal** shall mean the proposal attached hereto as Exhibit E.
32. **License Fee or Rent** means the amount payable by Licensee to the City for the privileges granted hereunder.
33. **Locations Subject to This Agreement** means Assigned Locations and Temporary Exhibits as defined in Exhibits A and A-1.
34. **MAG** means Minimum Annual Guaranteed license fee/rent.
35. **Manager** means the City's Manager of Aviation or the Manager's successor in function.
36. **Manager's Authorized Representative** Whenever reference is made herein to the "Manager or the Manager's Authorized Representative," or words of similar import are used, the City's Deputy Manager of Aviation/Commercial shall be such authorized representative of the Manager, unless written notice otherwise is given to the Licensee by the Manager. The Deputy Manager's authorized representative is the Airport's Concessions Director who designates the Airport's Concessions Manager for day-to-day administration of this Agreement. Licensee shall submit its reports, memoranda, correspondence and submittals to the Concessions Manager. The Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of City authority upon written notice to the Licensee.

37. **Minimum Monthly Guarantee (MMG)** means the minimum annual guarantee (MAG) divided into twelve equal installments payments for the applicable Contract Year, or partial Contract Year.
38. **Open for Business** The Assigned Locations shall be deemed open for business upon completion of construction not to exceed twelve (12) months from the Effective Date. The date Licensee actually opens for business will be confirmed by the Parties and documented on *Exhibit D1* not to exceed - twelve (12) months from the date of execution.
39. **Operational Reasons** shall include circumstances or projects that affect the smooth, efficient running of the Airport including but not limited to airport construction projects or implementation of the Master Plan.
40. **Operator** means any subcontractor or subconsultant to Licensee authorized by the City to operate a Permanent or Temporary Floor Exhibit.
41. **Operator's Equipment** shall mean all equipment, apparatus, machinery, signs, furnishings, trade fixtures and other non-affixed personal property installed by Operator and used in the operation of the business of Operator that can be removed without damaging the Advertising Display.
42. **Past Due Interest Rate** means interest accruing at eighteen percent (18%) per annum commencing on the fifth (5<sup>th</sup>) business day after the date such amount is due and owing until paid to the City.
43. **Permanent Floor Exhibits** means the six (6) exhibits and/or booths that shall be permitted by the Airport for permanent installation at locations designated on Exhibit A. These locations shall be subject to retaking for emergency, operation, or commercial reasons, however the airport may retake immediately in the case of emergency, with sixty (60) days prior written notice in the case of non-emergency operational requirement, or six (6) months written notice in the case of commercial reasons.
44. **Previous Agreement** means the agreement between Airport and Licensee, dated April 25, 1994, as amended.
45. **PSA** shall mean a nonpaid and nonpolitical advertisement related to public issues such as health and safety.
46. **Required Opening Date** is twelve (12) months from the Effective Date.
47. **South Terminal** means the additional facilities planned to be constructed and attached to the Jeppesen Terminal known as the South Terminal project, which includes a connector to planned rail facilities, a hotel and conference facilities. Advertising within the hotel and conference facilities is not included within this Agreement.
48. **Sponsorship** shall mean advertising rights granted to a single product or entity over a long term (defined as three (3) years or more) which may feature, but is not be limited to: rent to the airport in exchange for naming rights to airport structures, and/or merchandise rights involving a presence in concession spaces or common areas and/or advertising in exchange for the installation of an airport amenity such as a children's play area; in addition



sponsorship shall include advertising and naming rights related to any special events and promotions regardless of duration.

49. **Start Date** the first day of the month which is nine (9) full months after the Effective Date.
50. **Technology**, as used more specifically, shall mean as follows:
- a. **Current Technology** means static, back-lit static, video, interactive video and interactive video with phone capability
  - b. **New Technology** is broadly defined to include any and all technology that is not specifically defined as Current Technologies or Reserved Technology.
  - c. **Reserved Technology** means any outdoor advertising, wi-fi advertising, advertising on the loading bridge interiors and exteriors, and any advertising not expressly noted on Exhibit A and A-1.
51. **Temporary Exhibits** means exhibits and booths that may be permitted by the Airport for temporary installation at locations designated on Exhibit A-1, Temporary Exhibits, are subject to change in accordance with the terms of this Agreement.
52. **Terminal** shall mean the Jeppesen Terminal Building located at the Airport.
53. **Terminal Complex** shall mean collectively the Terminal, Concourses and, when completed, the South Terminal located at the Airport as they are defined herein.
54. **TSA** means the Transportation Security Administration, or successor agency of the Federal government that regulates airport and aviation security.

### SECTION 3 – GRANT OF LICENSE PRIVILEGES

#### A. License Privileges Granted

- 1. The City grants Licensee the privilege to design, develop, install new or refurbish in accordance with Exhibit A-2, operate, manage, and maintain first-class, high quality, state of the art Advertising Displays at the Assigned Locations for the term of this Agreement subject to the terms, conditions and covenants of this Agreement, and to enter into Advertising Contracts with Advertisers, subject to, and in accordance with, the terms, conditions and covenants of this Agreement, and Applicable Law.
- 2. Licensee shall have the sole privilege to operate in the locations specified on Exhibit A. The Advertising Displays at these locations shall consist of Current Technology.

#### B. Construction Obligation

- 1. Licensee is required to demolish completely and remodel the Assigned Locations by the Required Opening Date, or as modified in accordance with section 8(b). However, if there are any unreasonable design approval delays due to the Airport's design approval process or any other Airport procedures which

unreasonably delay the approval of Licensee's construction obligations, or if the airport requests a delay in construction the Required Opening Date shall be extended by the Manager in writing.

2. Licensee shall have the right and obligation to construct improvements upon the Assigned Locations in accordance with plans and a Construction Schedule approved, in writing, in advance by the Manager's authorized representative. Licensee's construction obligations are set forth in more detail below.

### **C. Delay in Delivery**

If for any reason the City cannot deliver possession any portion of the Assigned Locations to the Licensee on the Effective Date, the City shall not be subject to any liability therefor, however, any required construction and/or completion dates or deadlines at such portion of the Assigned Locations shall be extended by the Manager in writing. Such inability to deliver shall not affect the validity of the Agreement or the obligations of the Licensee hereunder or extend the Expiration Date. If for any reason the City is unable to deliver possession of any portion of the Assigned Locations to the Licensee within twelve (12) months after the Effective Date, then the Manager, in the Manager's sole and absolute discretion, shall have the option at any time thereafter to notify the Licensee in writing of the City's intent to terminate the Agreement as it relates only to such undeliverable locations. Such undeliverable locations shall be removed from this Agreement on the date stated in said notice and both the City and the Licensee shall be released from any liability or obligation under the Agreement as it relates only to such undeliverable locations. The MAG/MMG, as well as the Required Minimum Investment, shall be adjusted pursuant to the terms of this Agreement to reflect the removal of such undeliverable locations.

### **D. Completion of Design and Placement**

1. Licensee agrees that it is obligated to take possession and begin the design and construction process on the Effective Date as stated on the Summary Page.
2. The attached Exhibit A designates all initially authorized locations within the Terminal Complex. Licensee covenants and agrees to complete all construction by the Required Opening Date. Licensee, at its own cost and expense, shall have all locations on Exhibit A fully constructed, functional with Advertising or PSA in place as of the Required Opening Date. Licensee agrees that time is of the essence in the performance of terms of this agreement and, each day after the Required Opening Date that any location listed on Exhibit A is not fully constructed, functional with Advertising or PSA in place Licensee agrees to, waive all notice and cure provisions required by this agreement and to pay to the City, in addition to any other rents or fees, liquidated damages in the amount of two hundred dollars (\$200.00) per day until all Advertising Displays and/or Permanent Floor Exhibits are fully constructed and functional with Advertising or PSA in place. This amount shall be due and payable monthly commencing on the first day of the month following the Required Opening Date.

### **E. Assigned Locations**

1. City hereby grants to Licensee, and Licensee hereby accepts from City, this Agreement to advertise at the Assigned Locations, as listed on Exhibit A, for purposes subject to (1) the covenants, agreements, terms, provisions, and limitations of this Agreement; (2) all rights, restrictions, encumbrances and matters of record to the extent the same are valid and enforceable; and (3) Applicable Law, including any and all FAA assurances. The Manager may add or subtract up to 10% of the Assigned Locations listed on Exhibit A (with a corresponding adjustment to the MAG/MMG) with the prior written consent of the Licensee. Each of these actions may be taken without the requirement of a formal amendment to this Agreement.
2. Licensee acknowledges that it is taking the Assigned Locations AS IS, WITH ALL FAULTS, and that City has not made any representations, warranties, covenants, or agreements, express or implied, regarding (a) the value, nature, quality, or condition of the Assigned Locations, (b) the advertising revenue to be derived from the Assigned Locations, (c) the suitability of the Assigned Locations for advertising or marketing purposes, (d) the compliance of the Assigned Locations with Applicable Law, or (e) the fitness of the Assigned Locations for the operation of the Concession.

**F. Use of Assigned Locations**

1. **Permitted Use.** The City grants Licensee the privilege to design, develop, install, operate, manage, and maintain first-class, high quality, state of the art Advertising Displays at the Assigned Locations for the term of this Agreement subject to the terms, conditions and covenants of this Agreement, and to enter into Advertising Contracts with Advertisers, subject to, and in accordance with, the terms, conditions and covenants of this Agreement, and Applicable Law. Licensee covenants and agrees to operate its Concession in strict conformity with the Permitted Use.
2. **Empty Locations.** At no time shall any Assigned Locations identified on Exhibit A be left vacant of Advertising Copy. Licensee shall promptly develop and actively solicit sale of all locations and shall place appropriate PSA or "filler" material in any empty space. Any and all filler shall be removed and replaced upon request of the City. The City reserves the right to use any unsold Assigned Locations for City promotions.
3. **No Amendment Required.** The Parties agree that each of the Assigned Locations as set forth on Exhibit A, may be changed by mutual written agreement of the Parties without the requirement of a formal amendment to this Agreement.

**G. Express Restrictions**

1. Licensee shall not use any part of the Airport for any unlawful purpose whatsoever and shall not commit or permit any nuisance for or upon the Airport property by any of the Licensee's employees, assigns, contractors, or agents.
2. Unless otherwise authorized in writing by the Manager, Licensee, or its employees, assigns, contractors, operators or agents may not sell any items of merchandise, food, beverages, Reserved Technologies or offer any services

directly to the public. Licensee shall not engage in any activity not specifically provided for under the terms of this Agreement.

3. Licensee agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Licensee represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Licensee by placing the Licensee's own interests, or the interest of any party with whom the Licensee has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given the Licensee written notice which describes the conflict and opportunity to eliminate or cure the conflict. The Licensee shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner that is acceptable to the City.
4. Licensee shall not use any vacant space for promotion of itself or any of its own products without the prior consent of the Manager's Representative. Furthermore, Licensee shall pay all rents or fees as set forth in this Agreement for its use of the vacant space. The percentage payment owed for the use of these spaces shall be calculated using the average rental rate for similar advertising locations.
5. In no event will Licensee engage in any business activity on the Airport outside of the Assigned Locations. Nor shall Licensee place any Advertising Displays, install, maintain or use any racks, stands or other display of merchandise, trade fixtures or furnishings in or upon any areas located outside the Assigned Locations, regardless of whether such areas are adjacent to the Assigned Locations, without written approval of the Manager or the authorized representative of the Manager.

#### **H. Rights Not Exclusive**

1. Licensee shall have the sole right to operate in the Assigned Locations. The City reserves the right to allow others to conduct operations and/or sell goods or services, including but not limited to advertising, in other locations at the Airport that are the same, similar, or even identical to those described in this Agreement and on the Summary Page, subject to Licensee's rights of first refusal as further detailed in Section 3(M) of this Agreement. Licensee understands and agrees that its right to conduct operations and/or sell any goods or services at the Airport is not exclusive and that the use of the property subject to this Agreement is restricted by all applicable rules, regulations, statutes, or ordinances promulgated by any federal, state, or municipality having jurisdiction over the Airport.
2. All locations not expressly set forth in Exhibit A & A-1, including but not limited to outdoor advertising, Sponsorships, Wi-Fi, and loading bridge interiors and exteriors are specifically excluded from within the scope of this Agreement.
3. Nothing in this Agreement shall be construed to:

- a. Prevent the City from advertising or promoting the Airport, the City of Denver, or any events that may occur in, or are sponsored by, the City of Denver, in any medium of its choice, using any of the Airport's facilities.
- b. Prohibit any airline, tenant, concessionaire or licensee in the Airport from engaging in display advertising of their own or related businesses within their leased premises, inside or upon storefronts in accordance with their agreements with the City.
- c. Prevent the City from advertising or selling the right to advertise to any entity at any location not specifically listed on Exhibit A.
- d. Prevent the City from engaging in Sponsorships or ventures relating to Reserved Technology.

**I. Means of Access**

1. **Non-Exclusive Access.** Licensee, its agents, invitees, guests, employees, contractors and suppliers have a non-exclusive right of ingress to and egress from the Assigned Locations by a means of access located outside the boundaries of such space as specified by City. Such access shall, without exception, be in common with such other persons (including, at the option of the City, the general public) as the City may authorize or permit, 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 purpose.
2. **Subject to Security.** Such right of access is subject to such rules and regulations as the Manager, the FAA, TSA, or other governmental authority, may reasonably implement. Moreover, without exception, nothing in this Agreement shall be construed to prevent the City from charging the operators of vehicles carrying passengers and property a fee for the privilege of entering upon the Airport or using the roadways in or on the Airport, or soliciting passengers upon the Airport, or otherwise operating on the Airport; and City reserves the right to make such charges provided that they do not discriminate unreasonably against the operators of vehicles used for carrying officers, employees, passengers or property of Licensee.
3. **City's Right of Inspection; Access** The City, its agents and employees, retain at all times during the Term of this Agreement, the full right of entry in and to the Assigned Locations for any purpose necessary, incidental to or in connection with its obligations hereunder, in the exercise of its governmental functions, or for the purpose of making any inspection it deems necessary, with or without advance notice, without liability, and without in any manner affecting Licensee's obligations under this Agreement. Without limiting the foregoing, such entry may be made to make such repairs, alterations, improvements, or additions as the City is required to make or authorized to make under this Agreement, to determine whether Licensee has complied with the terms and conditions of this Agreement, to cure any breach that remains uncured by Licensee after reasonable notice and opportunity to cure have been given to Licensee. During the last six (6) months of the Term (or any extended term) of this Agreement, the City may show the Assigned Locations to prospective tenants. In addition, during

any emergency, the City, or its agents, may enter the Assigned Locations forcibly, if necessary. Nothing herein contained, however, shall be deemed to impose upon the City any obligation, responsibility or liability whatsoever, for any care, maintenance or repair, except as otherwise expressly provided for in this Agreement. No such reasonable entry by or on behalf of the City upon the Assigned Locations shall constitute or cause a termination of this Agreement nor shall such entry be deemed to constitute an interference with the use thereof by the Licensee.

**J. Reservation of Rights**

1. City reserves the right, on behalf of its tenants at the Airport, to permit the erection and maintenance of identification and directional signs for the purpose of advertising or identifying tenant business activities conducted therein. The City also reserves for itself the right to erect, informational, educational, and directional signs, kiosks and displays for the benefit of the City, the public and users of the Airport.
2. City reserves the right to use unsold advertising spaces for PSA or City promotions. The cost of advertising and installation into the Advertising Displays for such use shall be borne by the City. City agrees to relocate or remove the PSA, events, or organizations display within two (2) weeks of receiving notice from the Licensee that the space has been sold to a commercial advertiser.
3. City reserves the right to use the following percentage of video displays listed on Exhibit A:
  - (a) Fifteen percent (15%) of the Digital Phone Kiosks (2 min. loop – 15 sec. spot), and
  - (b) Fifteen percent (15%) of the Digital 70" LCD's (between the phone kiosks) (2 min. loop – 15 sec. spot), and
  - (c) Fifteen percent of the wall mounted Digital 70" LCD's in the baggage claim area (2 min. loop – 15 sec. spot), video loop on the proposed digital network video displays in the baggage claim area of the Terminal, to display messages (i) promoting the Airport, and services offered by the City at the Airport, including parking (ii) promoting new or expanded air service to the Airport, (iii) promoting the City of Denver, (iv) events that may occur in, or are sponsored by the City of Denver or the Denver Convention and Visitors Bureau, or (v) welcoming visitors to the City or to sponsored events. The images may be dynamic or static.
  - (d) As to video wall soffits, Airport messages may only be displayed when space is unsold.
  - (e) As to the LCD freestanding units, Airport messages only be displayed when space is unsold.
  - (c) Notwithstanding the above, the City shall have no right to use any percentage of the video loop on the proposed four (4) curved LED signs to be located in the Jeppesen Terminal.

**K. Relocation, Deletion and Addition of Assigned Locations**

1. The City may, subject to the terms of this Agreement, direct Licensee to vacate any one or more of the Assigned Locations or relocate or remove any one or more of the Advertising Displays due to Airport development/construction, operational necessity, security, or safety considerations upon not less than thirty (30) days prior written notice to Licensee, except in an emergency affecting Airport security or public health and safety.
2. If relocation of an Advertising Display or one or more of the Assigned Locations becomes necessary, the Airport shall offer Licensee a replacement site which is substantially equivalent in commercial value and size, if available. If Licensee disagrees with the replacement location, Licensee may, within ten (10) calendar days of receipt of the Manager's written notice of impending relocation, give written notice of objection to the Manager. Upon such notice by Licensee, the parties shall, for a period not to exceed twenty (20) days from the date of such notice, negotiate in good faith in an attempt to resolve the matter to the satisfaction of both parties; however if for any reason the disagreement is not resolved with such period, the Manager shall have the right to unilaterally decide the matter subject to the terms of this Agreement, and Licensee shall abide by the Manager's decision. If City directs Licensee to relocate an Advertising Display or one or more of the Assigned Locations, the actual verifiable costs of relocation and disassembling the Improvements and re-assembling them on the new site shall be borne by the City, and a corresponding effect on the MAG shall be made, as further described in this Agreement. City shall not be liable, however, for any indirect, incidental, or consequential, costs incurred by Licensee as a result of such relocation, including increased maintenance or operational cost, or loss of income, sales, or profits. If a comparable alternative location is not available for an Advertising Display proposed for relocation, the removal of that Advertising Display shall be treated as a Deletion as set forth below.
3. If the City deletes one or more of the Assigned Locations, and does not, within three (3) months from such deletion, provide Licensee with a comparable replacement site, the City shall adjust the MAG/MMG, as further described in this Agreement.
4. At any time during the term of this Agreement, either party may propose an additional Assigned Location, by written notice to the other party. The notice shall include the type, number and size of Advertising Displays that are proposed to be installed at the additional Assigned Location, and the proposed minimum capital investment and increase in the MAG for each proposed additional Assigned Location. The party receiving the proposal for the Additional Assigned Location shall have sixty (60) calendar days to submit a written response to the proposal. Upon acceptance of additional Assigned Locations will require the parties to amend **Exhibit A or A-1, Locations Subject to This Agreement**, to include the approved additional Assigned Location.

**L. Additional Assigned Locations in South Terminal**

Licensee agrees to cooperate with the Airport in the planning and construction process to ensure an opening of the advertising program with the rest of the South Terminal. Licensee agrees to add Additional Assigned Locations in the South Terminal to be included within the

terms of this Agreement if requested in writing by the Airport no later than December 31, 2016. If these Additional Assigned Locations in South Terminal are added to this Agreement, the additional Minimum Investment required from Licensee is four hundred thousand dollars (\$400,000.00). The Rent payable to the City by Licensee for the Additional Assigned Locations in South Terminal shall be sixty-seven and one-half percent (67.5%), as with other locations in this Agreement. Advertising within the hotel and conference facilities is not included within this Agreement.

**M. Airport Right to Award**

1. In the event the Airport desires to expand the number of locations utilizing Current Technology, Licensee shall have the first right of refusal on installing the additional locations, with a prorated increase in the MAG to accompany such Additional Locations. The Airport will notify Licensee in writing of its desire to expand the number of locations utilizing Current Technology and said notice will include an exhibit of the Additional Locations. Licensee shall have sixty (60) days from the date of said notification to indicate that it accepts the Additional Locations. If Licensee declines the Additional Locations or fails to respond by the 60<sup>th</sup> day, the airport may extend the deadline by an additional thirty (30) days, proceed to contract with others for the Additional Locations or decided not to proceed with the Additional Locations.
2. In the event the Airport decides to expand the advertising allowed at the airport through use of New Technology then the Airport may offer Licensee the option to implement that New Technology, and Licensee shall have thirty (30) days to indicate its desire to implement said new technology in writing. Licensee shall then have thirty (30) days beyond the date of its written notice to demonstrate to Airport that it has the rights to said New Technology and the necessary technical and marketing skills to implement, along with a plan of construction/implementation. The Airport may decide based upon this information whether Licensee may proceed with implementation of said new technologies or at the airport's option contract separately for new technologies.

**N. Permanent Floor Exhibits**

1. The six (6) exhibit booths locations shall be permitted by the Airport for permanent installation at locations designated on Exhibit A. These locations will be for high quality advertising displays and exhibit type uses subject to prior design and use review and approval by the Airport. The sale of food or retail goods is not allowed. The locations shall be subject to retaking for emergency, operation, or commercial reasons in accordance with the terms of this Agreement; however the Airport may retake immediately in the case of emergency, with sixty (60) days prior written notice in the case of non-emergency operational requirement, or six (6) months written notice in the case of commercial reasons. In the event the Airport retakes a location, the Airport shall work with the Licensee to find a suitable alternative location, and should the parties mutually agree to a new location then the Airport will install electrical at its expense, if needed. If the parties are unable to find a mutually agreeable location then after two such attempts by the Airport to present a new location the location will be removed from Exhibit A of the agreement by letter from the Manager of Aviation. The Airport and Licensee may then at a time of their



mutual convenience mutually agree to a new location as a substitute to restore the exhibit booth locations to six (6) in number.

2. The Licensee will submit a Handbook for permanent floor exhibits to Airport for Airport approval.
3. Licensee will expand the duties of its Operations Manager to include the management of all floor exhibit locations in accordance with the approved Handbook.

#### **O. Temporary Exhibits**

Licensee shall propose and the City will use reasonable efforts to review the proposed locations. Approval or disapproval of any proposed location shall be at the City's sole discretion. Licensee's acceptance of any approved Temporary Floor Exhibit Location is made on an AS-IS, WITH ALL FAULTS basis subject to the same acknowledgments, terms and conditions as apply to Assigned Locations. On seven (7) business days notice, DIA may, for any reason, require the Licensee to relocate or remove any Temporary Floor Exhibit at its own expense. DIA will make a reasonable effort to provide suitable alternative location in terms of public access and visibility, but makes no guarantee in this regard. Licensee acknowledges that operational requirements and other DIA priorities will override any interest of Licensee in any particular Temporary Floor Exhibit Location. Unless other requirements are specifically identified herein, Temporary Exhibits shall be subject to the same pre-approval, maintenance, and other requirements as apply to Advertising in Assigned Locations. In addition, the operation of any Temporary Exhibits is subject to the approved Handbook.

#### **P. Storage Space**

Licensee's rights and obligations regarding the use and occupancy of storage space to support its activities under this Agreement are subject to the terms of a separate agreement.

### **SECTION 4 – TERM**

#### **A. Term**

The total term of this Agreement shall be ten (10) years and nine (9) months from the Effective Date. This Agreement shall commence and become fully effective and binding upon the Parties as of the date of execution (Effective Date).

#### **B. Surrender of Assigned Locations**

Upon the expiration or earlier termination of this Agreement or on the date specified in any demand for possession by City after any default by Licensee, Licensee covenants and agrees to surrender possession of the Assigned Locations and all Improvements to City in clean condition and good state of repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include deterioration that could have been prevented by proper maintenance practices, or by Licensee performing all of Licensee's obligations under this Agreement. Licensee covenants

and agrees to cooperate with the City's Termination procedures described in this Agreement. Failure to satisfy any of the above within ten (10) business days after City's written notice of noncompliance shall permit the City at its sole option, to treat Licensee as a tenant at sufferance and Licensee shall pay one hundred fifty percent (150%) of the MAG (prorated on a daily basis) with respect to the subject locations until such time as Licensee has fulfilled all of its obligations under this Agreement.

#### **C. Holding Over**

If Licensee holds over after the Expiration Date, any extension thereof, or earlier termination of this Agreement as herein provided, and the City and Licensee have not otherwise agreed, in a written amendment, to the terms and provisions of such holding over, thereafter Licensee's occupancy shall be deemed by the City to be either a month-to-month holdover tenant, or a tenant at sufferance, with a monthly hold over fee payment, payable in addition to any other Rent of Fees and payable in advance, equal to twenty percent (20%) of the monthly Rent provided for in this Agreement ("Holdover Fee"), and Licensee shall otherwise remain bound by all terms, conditions, covenants, and agreements hereof. The holdover fee will be calculated by multiplying the Rent amount due each month by two tenths (0.2). Upon expiration of this Agreement, and in the Manager's sole discretion, the holdover fee may be waived in writing to allow Licensee to holdover at one hundred percent (100%) of the monthly Rent provided for in this Agreement. Nothing herein shall be construed to give Licensee the right to hold over at any time, and the City (after expiration or termination of this Agreement, as the case may be), may exercise any and all remedies at law or in equity to recover possession of the Assigned Locations, as well as any damages incurred by City on account of such holding over.

#### **D. Tenant at Sufferance**

In the event that the City deems Licensee a tenant at sufferance, all of the provisions of the previous Section 4.C shall apply and the City will notify Licensee, in writing, that Licensee is a tenant at sufferance. Thereafter, the City may take immediate action to evict Licensee without further notice and may otherwise exercise any other rights and remedies available to it at law or in equity.

#### **E. Month -to -Month Tenancy**

If Licensee is deemed to be a holdover tenant, Licensee and the City agree that: (a) the tenancy shall be month-to-month and may be terminated at any time by thirty (30) days prior written notice from either Party to the other; and (b) the MAG shall continue to adjust annually, using the same formula for MAG adjustment as provided in Section 5.

#### **F. Duties upon Expiration, Surrender or Early Termination**

1. Licensee shall promptly return all security badges, keys and other means of access to the Assigned Locations.
2. If all or any portion of the Improvements are removed by Licensee either at any time during the Term (or any extended term) of this Agreement, Licensee shall at

its expense restore any City property damaged to conditions existing prior to the installation of such Improvements or applicable portions thereof, and upon Licensee's failure to do so the City may cause such removal and restoration to be done at Licensee's expense.

3. Licensee shall retain title to and shall remove, at its sole cost, prior to the expiration or termination of this Agreement, all of Licensee's Equipment from the Advertising Displays.
4. Licensee shall remove Licensee's Equipment in a manner and at times that do not interrupt other business at the Airport or operations of the Airport. Licensee agrees, at its sole cost, at or prior to the expiration or termination of this Agreement, to repair any injury or damage done to the Advertising Displays at the Assigned Locations, or other City-owned property, resulting from the removal of Licensee's Equipment, in good and workmanlike fashion and to place the Advertising Displays in the Assigned Locations in the same condition as the Advertising Displays would have been if such Licensee's Equipment had not been installed, ordinary wear and tear excepted.
5. If Licensee fails to remove any of Licensee's Equipment by the expiration or termination of this Agreement, City at its option, may take immediate title to and retain any such Licensee's Equipment at no cost to the City. In the alternative, the City may dispose of all or portions of Licensee's Equipment and retain any proceeds therefrom. In addition, if City removes any such Equipment, the Licensee agrees to indemnify and hold City harmless from all costs, losses, expenses or damages incurred in relation to the removal of such Equipment, including without limitation all costs of associated remedial actions, fines or penalties, reasonable attorney fees, engineering fees and other professional expert fees and upon demand, Licensee agrees to reimburse the City. In the event of a dispute as to the affixed or non-affixed nature of any of Licensee's Equipment, the Parties agree that the City's determination shall be final and shall not be subject to mediation or any other form of dispute resolution or litigation.

#### **G. Replacement of Previous Agreement**

The Parties affirm that they are both familiar with the terms, conditions and facts contained in and relating to the Previous Agreement. The Parties affirmatively assert that as of the Effective Date, as specified on Exhibit D, Confirmation Letter, this Agreement shall become effective, and the Previous Agreement shall be terminated. The Parties agree to execute all documents reasonably required to terminate the previous agreement contemporaneously with the Effective Date of this Agreement. Licensee agrees to make any all final or outstanding payments owed under the Previous Agreement within thirty (30) days of the Effective Date.

### **SECTION 5 – COMPENSATION**

#### **A. Rent Covenant**

Licensee covenants and agrees, in advance, without setoff, deduction, prior notice or abatement (except where abatement is expressly permitted in this Agreement), to pay City as Rent for the

privileges herein granted by City the greater of (a) a sum equal to Licensee's Gross Revenues, as herein defined, times the percentage rate shown on the Summary Page for the volume and type of sales, derived by the Licensee from its operations under this Agreement ("Percentage Rent"), or (b) the Minimum Annual Guaranteed Rent ("MAG"), stated on the Summary Page, which may be annually adjusted as provided below, and in addition thereto, Additional Rent pursuant to Section 5. For purposes of applying the correct percentage rate, the volume for each type of sales indicated on the Summary Page resets to zero on January 1<sup>st</sup> of each year.

**B. Rent Commencement**

Said obligation to pay Rent shall commence upon the Effective Date stated on the Summary Page and shall continue through the Term (or any extended term) hereof, as well as any holding over period.

**C. MAG/MMG**

The MAG is \$2,310,620.79 for year one. The MAG is \$3,000,000.00 for year two. The MAG shall increase, for subsequent Contract Years, by the national CPI on or about April 1st annually thereafter. The MAG is an annual obligation and shall be paid monthly in twelve equal installments ("MMG"). The first MMG payment shall be due and payable on the Start Date and prorated for any partial month, and thereafter, the MMG shall be paid on the first day of each month through the Term (or any extended term) hereof, as well as any holding over period.

**D. Percentage Rent Payment**

1. The Licensee agrees to pay sixty one percent (61%) of Gross Revenue from the Effective Date through Start Date. Beginning on the Start Date, the percentage payment amount shall increase to sixty five percent (65%) of Gross Revenue. On April 1, 2015, the percentage payment amount shall increase to sixty seven and one half percent (67.5%) of Gross Revenue and shall remain sixty seven and one half percent (67.5%) through the end of the Term.
2. In the event that the Percentage Rent based on Licensee's Gross Revenues derived from its operations for the preceding month exceeds the MMG payment for that month, Licensee shall pay to the City an amount equal to such excess on or before the tenth (10<sup>th</sup>) day of the succeeding month. Passenger traffic varies so it is possible to pay the MMG in one month and the Percentage Fee in another month. Licensee understands that no adjustments or credits will be refunded at the end of each month. Percentage Rent is a monthly obligation, which will not be annualized at the end of each year to result in a Rent credit for any month.

**E. Vacant Space**

In its monthly Revenue Statement, Licensee shall provide a status report to the City, which shall include the occupancy status of each Advertising Display and Assigned Locations for the previous month and the overall occupancy rate for that month. Such report shall specify what is being advertised in each of the Assigned Locations, and which of the Assigned Locations are currently unsold. The Manager has the final authority to determine the reporting requirements for this purpose.

**F. Additional Rent**

All amounts required to be paid by Licensee under this Agreement, other than the MAG and Percentage Rent, shall be deemed "Additional Rent" (whether or not so designated herein), including but not limited to utilities fees, late or delinquent fees, accrued interest, liquidated damages, Hold Over fees and any other fees or charges payable under this Agreement. Licensee shall pay the Additional Rent in the manner and at the place provided in this Agreement. If such amounts or charges are not paid at the time and in the manner as provided in this Agreement, they shall nevertheless be collectible as Additional Rent with the next installment of Rent thereafter falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of the City. All amounts of MAG, Percentage Rent and Additional Rent (also collectively referred to in this Agreement as "Rental") payable in a given month shall be deemed to comprise a single rental obligation of Licensee to City.

**G. Performance Surety may be Drawn**

If the City has not received the monthly Revenue Statement on the date due, the City reserves the right, in addition to all of its other rights as stated herein, to immediately thereafter invoice Percentage Rent to Licensee based on the City's estimate of Licensee's Gross Revenues and, after notice, to draw on the Performance Surety, based on the City's estimate of what is due. Any such draw against the Performance Surety by the City shall not release Licensee from the obligation of providing the actual Monthly Revenue Statement, but such amounts drawn against the Performance Surety shall dollar for dollar reduce the amount due under the Monthly Revenue Statement for that month.

**H. Independent Obligation**

Licensee covenants to pay all rentals, fees and charges under this Agreement independent of any obligation of the City. No breach of this Agreement by the City shall relieve Licensee of its obligation and duty to pay all such rentals, fees and charges when due under the terms of this Agreement.

**I. Title to City's Compensation**

Immediately upon Licensee's receipt of monies from doing business under the terms of this Agreement, the percentages of said monies belonging to City shall immediately vest in and become the property of the City. Licensee shall be responsible as trustee for said monies until the same are delivered to City. The money shall at all times belong to the City even if it is commingled with other funds.

**J. 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.

**K. Place and Manner of Payments**

All sums payable to City hereunder shall be made payable to "Airport Revenue Fund" and paid without notice at the following:

If by check:

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

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

**L. Application of Payments**

The City is entitled to accept, receive and cash, or deposit, any payment made by Licensee for any reason or purpose or in any amount whatsoever, and apply the same, in the City's sole option, to any obligation of Licensee. Such payment or application shall not constitute payment of any amount owed, except that to which the City has applied the payment. No designation of any payment by Licensee for application to a specific portion of Licensee's financial obligations hereunder shall be binding upon the City. No endorsements or statement on any check or any letter accompanying any check or payment as compensation or other charges shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check, payment or partial payment, shall be without prejudice to the City's right to recover the balance of any and all compensation or other charges due from Licensee to the City and the City's right to pursue any other remedy provided in this Agreement or in law or at equity.

**M. Gross Receipts**

Gross Receipts means all money or other consideration paid or payable to Licensee for services or activities by Licensee under this Agreement, whether for cash, credit or exchange, regardless of when collected. It shall include all transactions, regardless of place or time of actual payment. The following, to the extent properly documented and recorded, are the ONLY amounts that Licensee may exclude or deduct, as the case may be, from the computation of Gross Receipts:

1. Federal, State, and local excise, sales, and use taxes on advertising services sold by Licensee that are separately stated, passed through to and collected from the Advertiser, and remitted to the taxing authority by the Licensee;
2. Sales commissions actually paid to advertising agencies unaffiliated with the Licensee, for advertising placed at the airport, not to exceed fifteen percent

(15%) of the amount charged by the Licensee to the Advertiser; provided, however, that the amount of such sales commissions are written into the Advertising Contract, are separately stated in the advertising agency invoices, and are substantiated on a case by case basis if requested by City. The sales commission may only be deducted if charged by an advertising agency. The fifteen percent (15%) agency sales commission shall not be kept by Licensee or affiliated companies and shall be reduced by any rebates from the advertising agency to the Licensee.

In no event may Licensee deduct or exclude from Gross Receipts the amount of any after-sale rebates, kickbacks, discounts, or hidden credits given or allowed to any person. Licensee shall keep and maintain full and adequate documentation to support all claimed exclusions from Gross Receipts. Failure to adequately document any exclusion shall result in denial of the exclusion.

## **SECTION 6 – ACCOUNTING RECORDS AND REPORTS**

### **A. Revenue Statement Required Annually**

Not later than February 28 of each and every year during the Term (or any extended term) hereof, Licensee shall furnish to City a true and accurate statement of the total of all Gross Revenues for the preceding calendar year listing the authorized deductions or exclusions in computing the amount of such Gross Revenues and including a breakdown of Gross Revenues on a month-by-month basis. Such statement shall be furnished for every calendar year in which business was transacted under this Agreement during the whole or any part of the year.

### **B. Form of the Statement**

Statements of annual Gross Revenues shall be submitted in a form acceptable to the Manager's Authorized Representative, and shall contain a complete, itemized statement of Licensee's: (a) annual total Gross Revenues broken out monthly, as shown on the books and records of Licensee, with detail used to compute any Percentage Rents during the period covered by the Annual Statement; (b) the total Rent due under each category of sales reported on the Revenue Statements; and (c) the total Rent paid. The form acceptable to the city is listed on Exhibit J. The airport may make changes to Exhibit J from time to time upon thirty (30) days written notice and Licensee agrees to provide its reports in the new format.

### **C. Certified Annual Statements**

Except for the option described below, statements of annual Gross Revenues are to be prepared and certified by an independent certified public accountant ("CPA"), who has audited the Gross Revenues in accordance with generally accepted accounting principles for special reports applying certain estimates and informed judgments, as required, and in substantial conformity with the form appended hereto as *Exhibit F, Independent Auditor's Report*. These statements are referred to in this Agreement as "Certified Annual Statements."

### **D. The Annual / Bi-Annual Statement Option**

In any year of the Term (or any extended term) that a Certified Annual Statement is not required by other provisions of this Agreement, Licensee may elect to submit an "Annual Statement" for

one year, followed by a "Bi-Annual Statement" for the next year. An "Annual Statement" is a statement of annual Gross Revenues for the preceding calendar year that is prepared by Licensee's chief financial, executive or other officer of Licensee charged with such responsibility. The Annual Statement is due February 28th and Licensee's officer must certify that the Gross Revenue reported and Rent paid by Licensee during the preceding year was properly calculated and reported, that the monthly Revenue Statements were free of material misstatement and that payment was made in accordance with the terms of this Agreement. A "Bi-Annual Statement" is a CPA prepared statement of annual Gross Revenues for the preceding calendar year, which is accompanied by a letter from the CPA in substantial conformity with the form applying agreed upon procedures appended hereto as *Exhibit G, Independent Accountant's Report on Applying Agreed-Upon Procedures*. The Bi-Annual Statement is due February 28th of the year following submission of an Annual Statement. If Licensee elects this option, the City agrees to accept the Annual and Bi-Annual Statements in lieu of Certified Annual Statements for the period covered by the Annual and Bi-Annual Statements. Licensee may submit Certified Annual Statements in any year of the Term (or any extension of the term).

#### **E. Monthly Revenue Statements**

Each month, Licensee shall furnish a true and accurate verified statement of Licensee's Gross Revenues and Gross Sales for the preceding month ("Revenue & Sales Statement"). Monthly Revenue & Sales Statements are due by the tenth (10<sup>th</sup>) day of the second (2<sup>nd</sup>) month following the first MMG payment and then by the tenth (10<sup>th</sup>) day of each succeeding month of the Term (or any extended term or holding over period). Monthly Revenue & Sales Statements are to be submitted to the Airport's Finance Section and the Concessions Management Section by mail at the address set forth in this Agreement. Monthly Revenue & Sales Statements shall be submitted using either a form provided to the Licensee, an example of which is attached hereto as *Exhibit J, Concession Monthly Revenue Report*, or one approved by the Manager's authorized representative and shall indicate where noted on the form Licensee's calculation of Rent due to the City. At any time upon thirty (30) days advance written notice to Licensee, the Manager's authorized representative may require Licensee to submit its monthly Revenue Statements in electronic form, may change the timing of the submittal of the monthly Revenue Statements, or may otherwise modify the form of the monthly Revenue Statement and Licensee agrees to use the new form commencing with the report for the month following receipt of the new format. In changing the required reporting format, the City may require and Licensee agrees to report Gross Revenues broken out by, including but not limited to, brand or concept, by product or by product line or otherwise approved by the Manager for sale in the Assigned Locations. The Parties agree that these changes may be made without the formality of an amendment to this Agreement.

#### **F. Statements to be Certified**

Revenue & Sales Statements shall be signed by the chief financial or executive officer or other officer of Licensee charged with such responsibility certifying that to the best knowledge of the officer submitting the Statement, the Gross Revenue & Sales reported and the Rent paid by Licensee for the preceding month, was correct and properly calculated in accordance with the terms of this Agreement.

#### **G. Late Statements**

Any annually required statement furnished to the City late, meaning submitted after the date



such statement is due, shall be a Certified Annual Statement. In such case the Certified Annual Statement shall be submitted to the City no later than ninety (90) days from the date the late statement was due, unless upon good cause shown by Licensee, the due date of the annually required statement is extended, in writing for no more than ninety (90) days, by the Manager's authorized representative.

**H. Manager's Discretion**

The above requirements for annually furnishing to the City true and accurate statements of Gross Revenues may be modified by the Manager at any time during the Term (or any extended term) of this Agreement if, in the Manager's sole and absolute discretion, such modification is in the best interest of the City.

**I. Bookkeeping System**

Licensee agrees to establish and maintain an accounting system of bookkeeping in conformity with generally accepted accounting principles and satisfactory to the City's Auditor. Such system shall be kept in a manner as to allow each location of the Licensee's operations hereunder to be distinguished from all other locations or operations of Licensee.

**J. Financial Accountability**

Licensee shall keep and make available upon request true and complete records and accounts of all Gross Revenues and business transacted under this Agreement, including daily bank deposits. Licensee shall keep and preserve for at least three (3) years after expiration or termination of this Agreement, or until sooner audited by the City, all sales slips, cash register tapes, sales books, bank books or duplicate deposit slips, and all other evidence of Gross Revenues and business transacted under this Agreement for such period.

**K. CPA Statement**

If Licensee elects to have its chief financial officer, chief executive officer or other officer of Licensee charged with such responsibility certify its Annual Statements, then not later than May 31" of every other year during the Term hereof commencing in the year following the first complete calendar year of the Term, Licensee shall have a CPA prepare and furnish to the City a true and accurate statement ("Bi-Annual Statement") of the total of Gross Revenues for the preceding calendar year along with a letter in substantial conformity with the form applying agreed upon procedures appended hereto as **Exhibit G**, Independent Accountant's Report on Applying Agreed Upon Principles.

**L. Modification**

The above requirements for Annual and Bi-Annual Statements may be modified in the sole discretion of the Manager, if such modification is in the best interest of the City.

**M. Audit of Records**

The City's Auditor, the Manager, the Federal Aviation Administration, the Comptroller General of the United States and any of their duly authorized representatives, shall each have access

within the Denver metropolitan area to any books, documents, papers and records of the Licensee, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Each shall have the right at any time to inspect, copy, examine or audit all of the books of account, bank statements, documents, records, returns, papers and files of Licensee relating to the Gross Revenues and business transacted to verify compliance with this Agreement.

**N. Audit Request**

Licensee, upon the written request, as set forth in the preceding paragraph, of a duly authorized representative, shall make all such documents available for examination within the Denver metropolitan area; or shall pay in full, in advance, travel and related expenses of a duly authorized representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual travel and related expenses shall be paid by or refunded to Licensee, as appropriate. Such documents shall be available to the duly authorized representative within fourteen (14) calendar days of the date of the written request.

**O. Licensee to Provide Publicly Available Audits**

If Licensee is a publicly-traded company and is audited by anyone other than the duly authorized representative of any entity authorized to conduct audits pursuant to this Section 6, and a report of such audit is publicly available, Licensee agrees to provide a copy of any such audit report to the City upon request.

**P. Licensee to pay for Revenue Audits**

At its discretion, the City may use its own staff to perform audits of Licensee's books and records or the City may employ an outside party or firm to audit on behalf of the City the books and records of the Licensee pursuant to this Agreement. If, after a risk analysis of Licensee's operations at the Airport, the City employs an outside party or firm to conduct a revenue audit of sufficient scope to ensure compliance with this Agreement regarding the reporting of Gross Revenues and the resulting payment of Rent, Licensee agrees to pay the reasonable expense of either (i) one such audit if the Term is five years or less, or (ii) two such audits, if the Term of this Agreement, including any extension of the Term, is greater than five years.

**Q. Understated Revenues**

The foregoing requirement of Licensee to pay for certain audits notwithstanding, if, after any audit by any duly authorized representative, including any outside party or firm engaged by the City to conduct audits on its behalf, it is determined for any year that the Gross Revenues and business transacted shown by Licensee's statement for such year were understated, Licensee forthwith shall pay the amount of the deficiency plus interest at the Past Due Interest Rate. If an audit reveals that Licensee has understated its Gross Revenues by more than one percent (1%) in two (2) of any six (6) months of an audited period of no more than twelve (12) months prior to the date of the audit, the entire expense of the audit shall be paid for by Licensee; Licensee shall pay the Past Due Amount to City, plus interest at the Past Due Interest Rate, plus the cost of the audit all within thirty (30) calendar days of the City's invoice. In addition, for the most current year in which gross revenues were understated, Licensee shall have a CPA prepare and submit a Certified Annual Statement to the City.

**R. Audit Delay**

The Parties agree that, after execution of this Agreement, any delay in furnishing such records to the duly authorized representative requesting such records will cause damages to the City, which the Parties agree are liquidated in the amount of three hundred fifty dollars (\$350.00) per day for each day the records are unavailable beyond fourteen (14) days following the date of the City's request. Liquidated damages will continue to accrue until the records become available or other arrangements to produce documents for examination satisfactory to the duly authorized representative are made.

**S. Time for Performing an Audit**

Books and records related to this Agreement shall be kept for a period of three (3) years even if this period extends after expiration or termination of this Agreement. The City's right to perform an audit shall expire three (3) years after expiration or termination of this Agreement.

**T. City's Sales Taxes**

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

**U. U.S. Government Access**

As provided below and subject to compliance with all applicable laws, the Federal Aviation Administration, the Comptroller General of the United States and any of their duly authorized representatives shall have access within the Denver metropolitan area to any books, documents, papers and records of the Licensee and its Operators which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. The Licensee agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the federal project number, if applicable, and licensee covenants and agrees to include in each sublicense agreement, this and other pertinent requirements of this Section.

**SECTION 7 – LICENSEE'S REQUIRED CAPITAL INVESTMENT**

**A. Required Minimum Investment**

Licensee shall make a minimum initial capital investment of not less than five million eight hundred thousand dollars (\$5,800,000), to include but not limited to four (4) curved LED signs in Jeppesen Terminal, as set forth in more detail in Exhibit H, Minimum Capital Investment. Notwithstanding anything contained in this Agreement, if Licensee is not permitted for any reason to install the four (4) curved LED signs in Jeppesen Terminal, the minimum initial capital

investment shall be reduced to three million eight hundred thousand dollars (\$3,800,000); if any changes to the size of the four (4) curved LED signs in Jeppesen Terminal are dictated by the City and/or Airport, then the minimum initial capital investment shall be reduced to three million eight hundred thousand dollars (\$3,800,000) plus the actual amount spent by Licensee for the modified size four (4) curved LED signs. Included in the minimum capital investment shall be the costs incurred by the Licensee in removing all existing signage from the Previous Agreement.

#### **B. Required Minimum Investment is Material**

The Required Minimum Investment is a material part of the consideration to the City under this Agreement. Within one hundred twenty (120) days after completion of construction Licensee shall file with the Manager lien releases for the above expenditures and a statement certified by its architect setting forth the total construction costs with appropriate detail itemizing design fees, original construction contract amount, total change orders, decorations, furnishings, fixtures, and equipment. At City's request, Licensee shall also submit copies of invoices supporting such costs. Non-receipted expenditures will not be credited. If the total amount of the Licensee's construction costs is less than the Required Minimum Investment, the difference between such total cost (as detailed by the certified cost sheets) and the Required Minimum Investment for renovating the Assigned Locations, shall be paid to City within thirty (30) days after written notice from City to Licensee.

#### **C. Costs Included**

The following costs may be counted toward Licensee's Minimum Capital Investment:

1. Costs incurred by Licensee for installation of new Current Technology at the locations listed on Exhibit A. Said cost may include but are not limited to, building permits, utilities to the advertising displays and other construction costs directly related to the advertising displays.
2. Fees and costs payable to Licensee's architects, contractors and sub-contractors, not to exceed ten percent (10%) of the sum of: (a) the total construction costs contracted for directly by Licensee and paid to a construction contractor or materials supplier; and (b) the total cost of Advertising Displays purchased by Licensee and installed and used by Licensee in the Assigned Locations.
3. Costs for removal of existing advertising displays from the Previous Agreement.
4. If no new Advertising Display is set to be constructed at the previous location, costs for restoration of the previous location may be counted. Restoration costs may include the costs necessary to bring the previous advertising location back to good condition so that it is uniform with its surroundings.

#### **D. Costs Excluded**

The following costs may not be counted toward Licensee's Minimum Capital Investments:

1. Licensee's costs for internal design, review, management and oversight of Assigned Location construction.
2. Licensee's licensing, franchising, or permitting costs.
4. Any other future renovation and remodeling of the Assigned Locations which Licensee, at its option, elects to make during the term.

#### **E. Documentation**

Licensee shall document its capital investment to the satisfaction of the Manager in the form the Manager requires. Within one hundred twenty (120) days after the Completion Date, Licensee will provide the City with a schedule of Licensee's allowable Capital Investment costs, along with copies of paid invoices, or similar documentation acceptable to the Manager evidencing the allowable Capital Investment amounts Licensee expended. Such schedule shall document Licensee's allowable capital investment costs broken down by total expenditure by location. The schedule shall be accompanied by a signed statement by an officer of Licensee certifying that, to the best of his or her knowledge and belief, the schedule is true and correct and all amounts listed were actually paid by Licensee.

1. If Licensee fails to make the required Minimum Capital Investment, or the Minimum Refurbishment Capital Investment, as the case may be, and such failure is not corrected within ninety (90) days after written notice from the City, Licensee shall pay on demand to City an amount equal to the difference between such minimum Capital Investment and the capital expenditure actually made by Licensee.
2. If Licensee fails to faithfully, fully and timely provide the information required above documenting its Capital Investment, and such information is not fully provided within thirty (30) days of receipt of written notice of such failure from the City, Licensee shall pay to the City as liquidated damages, and not as a penalty, the sum of \$100 per day until the information is fully provided to the City. The failure to provide the required information in full within thirty (30) days from receipt of the written notice shall be a material Licensee Default. In the event of a Licensee Default under this section, in addition to any other right or remedy available to the City, the Manager may determine Licensee's Capital Investment, which shall be binding on Licensee for all purposes.

#### **F. Additional Locations**

For those Assigned Locations added to the Concession Areas after the Commencement Date, the parties shall agree upon a minimum capital investment, provided however, that the minimum required capital investment for the South Terminal Project shall be as specified in this Agreement.

#### **G. Refurbishment or Replacement of Existing Signage**

Licensee agrees to maintain the fixtures and displays in the advertising program in first class condition throughout the term of the agreement. In year five (5) of the agreement, Licensee and the airport will conduct a comprehensive review of the advertising program and Licensee will work in good faith to mutually agree with the airport to specific replacement and/or substantial

upgrades to the fixtures comprising the advertising program, including but not limited to centerpiece video screens in the terminal, any freestanding double sided digital/static signage, LED backlit panels, video screens, and if necessary any supporting digital communication or computerized elements for these, LED backlit static displays, fabric displays or any other manner of advertising on Exhibit A. In the event the airport and Licensee cannot mutually agree on the specific elements to replace or refurbish, or the designs of the replacements or the manner of refurbishments, the Licensee agrees to spend at least two million one hundred thousand dollars (\$2,100,000.00) toward a refurbishment of the advertising locations on Exhibit A and shall submit a plan of refurbishment to DIA for its review and approval, to be complete by the end of 2018 (as described in the following paragraph), or as agreed and extended by the airport. If the total cost of the Licensee's refurbishment investment is less than the Minimum Refurbishment Investment, the difference between such total cost and the Minimum Refurbishment Investment for renovating the Assigned Locations, shall be paid to City within 30 days after written notice from City to Licensee.

#### **H. Refurbishment Investment Documentation**

Within ninety (90) days of completion of each refurbishment required by this Agreement, Licensee shall file with the Manager a statement certified by its architect setting forth the total refurbishment costs, with appropriate detail itemizing the elements of decorations, furnishings, fixtures, and equipment. When documenting each refurbishment minimum investment required by this Agreement, architectural and engineering charges not exceeding ten percent (10%) of the total investment may be included. Financial costs, interest, inventory, pre-opening expenses, loss of revenue related to construction or intra-company charges related to construction, shall not be included. At City's request, Licensee shall also submit copies of invoices supporting such costs.

#### **I. Design Plans due In Advance**

For each refurbishment of the Assigned Locations required by this Agreement, Licensee shall provide proposed design plans and specifications to the Manager's authorized representative for approval no later than one (1) year prior to Refurbishment Completion Date(s) specified on the Summary Page or any other refurbishment deadline required by this Agreement, or such lesser time as is agreed to in writing by the Manager's authorized representative. The refurbishment of the Assigned Locations shall be accomplished in accordance with the requirements of this Agreement.

#### **J. Refurbishment Deadline and Investment**

At a time commencing no earlier than one hundred eighty (180) days before and no later than the Refurbishment Completion Date(s) specified on the Summary Page, or any other refurbish deadline required by this Agreement, Licensee, at its sole cost and expense, shall have completed all design and aesthetic refurbishments approved by the Manager, shall have updated and completed all repairs/refurbishments necessary to comply with current applicable life safety and health code requirements and shall have completed renovating and refurbishing the Improvements in the Assigned Locations required by the Manager at a minimum investment described above.

## SECTION 8 – CONSTRUCTION RESPONSIBILITIES OF LICENSEE

### A. “As is” Condition of Assigned Locations

1. **As Is.** Licensee accepts the Assigned Locations in “as is” and “where is” condition with absolutely no warranties as to condition or suitability for use being given by the City. Licensee is required to demolish completely and remodel the Assigned Locations and all Improvements made to the Assigned Locations, unless specifically set aside for refurbishment and listed on Exhibit A-2, shall be made and maintained by Licensee, at Licensee’s sole cost and expense.
2. **Initial Refurbishment of Assigned Locations.** Licensee has several existing Advertising Displays at the Airport which represent the most current technology available, whose locations are on Exhibit A-2. The Exhibit A-2 locations shall be remodeled or refurbished in conformity with plans approved by the airport such that they are indistinguishable esthetically from the remainder of the exhibit A locations, instead of being completely demolished and remodeled with the remaining Exhibit A locations.

### B. Time to Complete Design and Construction

1. **Time is of the Essence.** The parties agree that time is of the essence in the performance of parties’ obligations throughout the Term (or any extended term) of this Agreement.
2. **Design and Construction Completion Deadline.** Licensee, at its own cost and expense, shall complete its design, obtain building permits and complete construction or installation of the initial Improvements, move into and occupy the constructed Assigned Locations no later than the Design and Construction Completion Deadline stated on the Construction Summary Page. Such period may be extended by the Manager or the Manager’s authorized representative, in writing, if completion of the design or construction or installation of the initial Improvements was delayed by fault of the Airport, in which case, the parties will proceed to document the changed dates on *Exhibit D*. The Licensee understands and agrees to start the design process, as outlined in this Agreement, immediately upon execution of this Agreement.

### C. Approval of Plans and Specifications for New Space

1. **Conceptual Plans.** As soon as practicable but no later than thirty (30) days after execution of this Agreement, Licensee shall attend a pre-design meeting with the Airport’s concessions management team and thereafter, prepare and submit for City review, conceptual plans and specifications (collectively “Conceptual Plans”) and a proposed design and construction progress and completion schedule (“Construction Schedule”) for the construction of all proposed initial Improvements. Licensee’s design(s) will be reviewed by the Airport’s contractor for design review also known as the Airport’s Retail Architect Consultant. The cost for this service is estimated to range from \$5,000 to \$10,000 depending on the amount of work required by the project. It is Licensee’s obligation to reimburse the City within thirty (30) business days after City’s demand an amount not to exceed \$10,000 for the City’s actual costs related to the design review

undertaken by the Airport's Retail Architect Consultant in connection with this Agreement. Any costs for the Airport's Retail Architect Consultant shall contribute to the achievement of the Required Minimum Investment.

2. **Prompt Submission.** Conceptual Plans shall show architectural design as well as planned furnishings, equipment and decorative effects as well as dimensioned floor plans, drawn to scale, dimensioned elevation views, drawn to scale, isometric color renderings, material sample boards, and additional plans, sections, details, etc. as necessary to completely and accurately convey the intent of the proposed submittal. Conceptual Plans must be submitted to the City promptly. Prior to submission of Conceptual Plans, Licensee should carefully review the DIA Design Standards and the DIA Tenant Development Guidelines, paying particular attention to the Sense of Place section of the Tenant Development Guidelines, which outline the process for preparing the Conceptual Plans and for working with the City in obtaining approval of Conceptual Plans.
3. **Prompt Review.** The City, including but not limited to the Airport's Engineering Division and the Airport's Design Review Committee, shall promptly review and comment on the Conceptual Plans. City approval shall extend to all design elements (e.g., materials, color selections) and all architectural and aesthetic matters. During this comment and review period, Licensee must be available to respond to the City in order to arrive at mutually acceptable plans for the Assigned Locations. Licensee will promptly submit necessary modifications and revisions thereof and the City agrees to act promptly upon receipt of such modifications and revisions and upon Licensee's requests for approval of Licensee's Conceptual Plans.

#### D. Final Plans

1. **Design Considerations.** Once Conceptual Plans are approved, Licensee may move forward with the design for the Assigned Locations. The design shall include all tenant finish requirements including but not limited to lighting, power, plumbing, HVAC distribution from main air supply, HVAC controls for the tie in to the base building system, supplemental HVAC if needed, life safety systems, interior finishes, all furnishings, fixtures, trade fixtures, equipment, and signage necessary to operate in a first-class manner. Special attention must be given to the design of the HVAC and electrical systems. For a concept that creates odors, the mechanical system must be designed or configured to prevent the transmission of said odors to other portions of the Concourses or the Terminal. All plans and specifications, materials and color selections are subject to review and approval by the Manager's authorized representative.
2. **Preparation of Final Plans.** It is Licensee's responsibility to submit drawings for the City's approval prior to construction. Licensee shall prepare for approval by the City final plans and detailed specifications that incorporate the design intent approved by the City in the Conceptual Plans ("Final Plans"). Final Plans must be prepared by an architect or engineer licensed to practice in the State of Colorado.
3. **Resubmission until Approved.** The City reserves the right to reject any design concept or layout plan submitted and to require Licensee promptly to submit



necessary modifications and revisions that address the City's concerns and resubmit Final Plans until they meet the City's approval. Licensee agrees to submit promptly necessary modifications and revisions thereof and the City agrees to act promptly upon receipt of such modifications and revisions and upon Licensee's requests for approval of Licensee's Final Plans. Once the Final Plans have been approved, in writing, by the City, all construction shall conform to the Final Plans, and no substantial changes or alterations shall be made in any plans or specifications at any time during this Agreement without the prior written approval of the City.

4. **No Construction without Final Plans.** As soon as practicable but no later than ten (10) days after approval by the City of Licensee's Final Plans, Licensee shall attend a pre-construction meeting with the Airport's Concession Tenant Facilities Manager. Tenant may not construct or install the initial Improvements as defined herein and **Exhibit X** without City approved Final Plans and a City issued Notice to Proceed ("NTP") as defined below.

#### **E. Notice to Proceed**

After Final Plans are approved and prior to the commencement of construction, Licensee shall submit necessary documents identified in the DIA Tenant Development Guidelines and **Exhibit X**, which outline the process for working with the City to obtain an NTP. In connection therewith, Licensee shall deliver to the Manager a payment bond that guarantees prompt and faithful payment of the construction contract by the Licensee directly to the contractor and shall ensure that Licensee's contractors deliver a construction performance and payment bond that guarantees prompt and faithful performance of the contract and prompt payment by Licensee's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by the said contractor, subcontractor(s), and suppliers in the prosecution of the work provided for in said construction contract, which shall protect the City from any liability, losses or damages arising from Licensee's construction activities occurring at the Airport. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City, and shall be in form and with conditions as provided by the City. In lieu of a construction bond, the Licensee may provide only such alternate forms of security as are permitted by the Manager, in such form and with conditions as the Manager requires.

#### **F. Construction of Initial Improvements**

1. **Licensee to Install Initial Improvements.** Once an NTP is issued by the City, Licensee shall construct and install at Licensee's own expense, all initial Improvements necessary for the customary operation of Licensee's business, including, but not limited to, lighting, power, plumbing, HVAC distribution from main air supply, HVAC controls for the tie in to the base building system, supplemental HVAC if needed, life safety systems, interior finishes, all furnishings, fixtures, trade fixtures, equipment, signage, counters, display cabinets, interior partitions, lighting, fixtures, wall and ceiling finishes, flooring and floor coverings, and all other equipment and furnishings necessary to operate in a first-class manner.
2. **Licensee to Supply Licensee's Equipment.** Licensee shall supply all of Licensee's furniture, furnishings, trade fixtures, signage and equipment

necessary to operate a first-class concession. All items not affixed to Airport property subject to this Agreement, including point of sale equipment, moveable furnishings, moveable safes, moveable racks, telephone equipment and non-affixed display fixtures, shall be deemed to be Licensee's Equipment. All of Licensee's Equipment must be of first-class quality, safe, attractive, in compliance with all applicable codes and the DIA Tenant Development Guidelines and may be installed only with the City's prior written approval. All of Licensee's Equipment and all Improvements that are permanently affixed to the Assigned Locations and cannot be removed without damage to the Assigned Locations shall be considered "Tenant Improvements." As used in this Agreement, "Tenant Improvements" shall mean affixed Improvements. All Improvements that are not Tenant Improvements are considered Licensee's Equipment.

#### **G. Construction Standards**

All construction performed by Licensee, including construction and installation of all Improvements, shall conform in all material respects to the Final Plans, DIA Tenant Development Guidelines, applicable statutes, ordinances, building codes, fire codes, State and federal Occupational Safety and Health Act safety requirements, Airport Rules and Regulations, the City's tenant construction permit requirements, the requirements of *Exhibit X, Provisions for Design and Construction of Improvements* and the Americans with Disabilities Act ("ADA") requirements. Any approval given by the City shall not constitute a representation or warranty as to such conformity. Responsibility for conformity at all times shall remain with Licensee. Before beginning any construction work on the Assigned Locations, Licensee must obtain at Licensee's expense, an NTP, as described in the Tenant Development Guidelines.

#### **H. Coordination of Construction**

- 1. Periodic Design and Construction Meetings.** Licensee shall cooperate with City and its planners, designers, architects, and engineers in the construction and installation of the Improvements on the Assigned Locations, and shall comply with all approved plans and the Building Code. Licensee agrees to meet with the City on a periodic basis, as requested by the Tenant Facilities Manager. The Airport Concessions Manager shall be copied on all design and construction meeting minutes.
- 2. Construction in Adjacent Areas.** Licensee recognizes that during the Term (or any extended term) of this Agreement, construction may also occur in adjacent areas surrounding its Assigned Locations, and Licensee agrees to cooperate with and grant to other contractors access to Licensee's Assigned Locations when necessary to accommodate construction occurring in adjacent areas.
- 3. Work Subject to Inspection.** All construction work, materials and installations involved in or incidental to the construction on the Assigned Locations shall be subject at all times to inspection and regulatory control by the City. The City shall at all times have the reasonable right of access to the Assigned Locations to monitor and inspect the construction, work, materials and installation of the Improvements to ensure that such Improvements, if any, conform in all respects

to the Final Plans.

**I. Environmental Requirements for Constructions**

In the performance of construction activities for the Improvements, Licensee is responsible for compliance and shall require its contractors to comply with all federal, state, and local environmental requirements including, without limitation the Environmental Requirements set forth on *Exhibit N, DIA Environmental Requirements*.

**J. Building Permits**

In addition to approvals required by the Airport, Licensee and its contractor are solely responsible for applying for, obtaining, and paying for all required building permits, licenses and other required approvals, and are responsible for submitting plans and specifications to the City's Building Inspection Division for the necessary building permits.

**K. Completion of Construction**

1. **Completion of Construction.** Upon completion of construction of the initial Improvements Licensee shall deliver to City a copy of the Temporary Certificate of Occupancy ("TCO") and Certificate of Occupancy ("CO") for the entire one hundred percent (100%) of the Assigned Locations, if one is issued by the City Building Department. If a TCO or CO is not issued by the City Building Department, Licensee shall provide a copy of the final Permit Inspection Card indicating inspection and approval by the issuer of said permit. Licensee shall obtain the City's written permission to remove its construction wall and shall immediately thereafter open for business.
2. **Interim Rent.** From the Effective Date through the Start Date, Interim Rent shall be the amount stated on the Summary Page, which consists of sixty one percent (61%) of the annual sales (Gross Revenue) the amount of such Interim Rent, which will be prorated daily for any partial month, has been determined based upon numerous considerations including the fact that the City has foregone lost opportunity costs and expended money in reliance upon and based upon Licensee Opening for Business on the intended opening date as well as Licensee's Proposal and Pro Forma. Whether or not the Advertising Program is Open for Business, on the Start Date the Rent payment shall increase to 65% of Gross Revenue.
3. **Date Adjustment Required**
  - a. **Possession Date Changes.** If the actual date of possession of all or a portion of the Assigned Locations by the Licensee is after the Effective Date, the amount of time between Effective Date and date of actual possession shall be added to any relevant deadlines and the new dates shall be added to Exhibit D. Under no circumstances will the term be extended beyond ten years and nine months from the Effective Date.
  - b. **Design and Construction Deadline Changes.** If the Design and Construction Deadline is extended pursuant to the authority reserved to the Manager, the amount of time by which the Design and Construction Deadline is extended shall be added to the Required Opening Date, the

Refurbishment Completion Date and the Expiration Date and the new dates shall be added to **Exhibit D**.

- c. **No Amendment Required.** The Parties agree that each of these required date adjustments and the corresponding adjustment to **Exhibit D**, may be taken without the requirement of a formal amendment to this Agreement.
- d. **Lien Releases and Other Documents.** Within sixty (60) days after the earlier of (a) completion of construction of the initial Improvements or (b) the date which Licensee Opens for Business, Licensee shall deliver to City original executed copies of all mechanics' lien releases or other lien releases notarized and unconditional, in such form as City shall have approved, and an architect's certification that the Improvements have been constructed in strict accordance with the approved Final Plans and are fully complete in accordance with **Exhibit X**. Licensee agrees that, upon the request of the City, Licensee will inspect the Assigned Locations jointly with the City to verify as-built drawings.

**L. Restriction on Changes and Alterations**

- 1. **Subsequent Construction Requires Prior Approval.** After construction and installation of the initial Improvements Licensee agrees not to materially improve, change, alter, add to, remove or demolish all or any part of the Improvements without the prior written consent of the Manager or the Manager's authorized representative.
- 2. **Licensee to Comply with all Imposed Conditions.** Subsequent construction work occurring during the Term (or any extended term) of this Agreement, including all repairs, refurbishments, and remodeling, shall be subject to the prior written approval of the City and, if required, in the determination of the City, an NTP. If subsequent work is approved, the same process outlined above for City approval of the work shall be followed, unless otherwise directed by the City. Licensee must comply with all conditions imposed by the Manager's authorized representative in the representative's judgment and all required approvals, submittals, and procedures of whatsoever nature, as set forth in the City's approval. Any work necessary to make alterations, improvements or additions to the Assigned Locations throughout the Term (or any extended term) of this Agreement shall be done at the Licensee's cost and expense.
- 3. **Revised Drawings, Final Waivers to be Provided.** Upon completion of subsequent construction work, the Licensee shall deliver to the City revised as-constructed drawings, evidence of payment, contractor's affidavits and full and final waivers of any liens for labor, services or materials. The Licensee shall include in its agreement with its contractors provisions whereby such contractors shall defend and hold the City harmless from all costs, damages, liens and expenses related to such work.
- 4. **Removal and Demolition of Improvements.** Licensee shall not replace, remove or demolish, in whole or in part, any Tenant Improvement on the Assigned Locations during the Term (or any extended term) of this Agreement

without the prior written approval of the Manager's authorized representative. The Manager's authorized representative may, in its sole discretion, condition such approval upon the obligation of Licensee to replace the Improvement by a comparable improvement specified by the Manager's authorized representative.

5. **City may Demand Removal or Satisfactory Changes.** In the event that any construction, improvement, alteration, modification, addition, repair (excluding emergency repairs), or replacement is made without the prior written consent of the Manager's authorized representative, or made in a different manner than approved, the City may terminate this Agreement in accordance with the provisions for termination herein, or upon notice to do so, Licensee will remove the same, or, at its discretion, cause the same to be changed to the satisfaction of the City. In case of any failure on the part of Licensee to comply with the notice, the City may, in addition to any other remedies available to it, effect the removal or change referenced above in this Section and Licensee shall pay the cost thereof to the City upon demand.

#### **M. Title to Improvements**

Licensee agrees that all Improvements to the Assigned Locations, including approved changes and renovations, shall become the property of the City upon their completion and acceptance by the City.

### **SECTION 9 – LICENSEE'S SERVICE STANDARDS**

#### **A. First Class Concession**

Licensee acknowledges the City's vision for the concession program at the Airport. In that spirit, Licensee agrees to create and maintain a first-class concession in a manner satisfactory to the Manager or the Manager's authorized representative pursuant to the terms of this Agreement.

#### **B. Management**

Licensee shall select and appoint a general manager or other management-level employee to serve as the manager of Licensee's Airport operations. Such person must be an outstanding, highly qualified and experienced manager or supervisor of comparable airport advertising operations, vested with full power and authority a) to accept service of all notices provided for herein regarding operation of the Concession, and b) to control the conduct and activities of Licensee's agents, subcontractors, sublicensees and employees. The manager shall be located at or near the Airport, where he or she shall generally be available during regular business hours. In the absence of Licensee's general manager, a responsible subordinate shall be in charge and available. Licensee shall provide the Manager with the current business telephone and facsimile numbers and electronic mail address of Licensee's general manager at all times. Licensee's manager shall:

1. Visit with the City's Contract Administrator once every month, or more often if requested,

2. Conduct a monthly walk-through with appropriate Airport staff to inspect or discuss the Advertising Program and Licensee reports,
3. Attend and participate in local business association and community organizations as may pertain to Airport events or causes.

### **C. Sales Organization**

Licensee shall maintain a sales organization with the capability to maximize sales at the Airport and with sufficient scope to sell advertising space at the Airport to local, regional, national and international accounts, consistent with the Advertising and Marketing Plans.

### **D. Personnel**

1. Licensee shall recruit, provide proper training to ensure the certification and/or licensing of employees in all areas of service as their duties might practically and legally require, supervise, direct and deploy the number of qualified, trained and courteous employees necessary to provide services promptly to all customers in accordance with the service standards of a first-class concession. All employees shall be informative and helpful to the public. All employees shall be clean, neat, professional, courteous and of the highest character. All employees shall be attired appropriately and professionally in clean identifiable dress and in keeping with attire worn by personnel in similar first-class businesses in the Airport. All employees must at all times properly display the official Airport identification badge and Licensee's identification name tag. Licensee's identification name tag shall clearly display the name of the Licensee. In the event that the City initiates one or more customer service programs for employees of tenants operating concessions at the Airport, City reserves the right to require Licensee to fully participate (and cause its employees to participate) in such programs and shall pay immediately to the City its share of such costs upon invoice by the City.
2. Licensee shall maintain close supervision over its agents, contractors, sublicensees and employees to ensure the maintenance of a high standard of service to the public and compliance with this Agreement. The satisfactory performance of the obligation hereunder shall be determined at the reasonable discretion of the Manager. Licensee shall take all proper steps to discipline employees who engage in misconduct on or about the Airport, subject to labor contracts, if any, and Applicable Law.
3. All persons employed at the Airport are subject to criminal history background checks, and failure to pass the background checks will disqualify a person from employment at the Airport. Licensee shall cooperate, and cause its existing and prospective employees and contractors to cooperate, with the City, FAA, TSA or any other federal or state agency in conducting background checks in accordance with Applicable Law.

### **E. Airport Advertising Guidelines**

All proposed advertising items to be installed by the Licensee shall be tasteful, attractive, and non-controversial in nature. At least twice yearly, the Licensee shall review all advertising with the Authorized Representative with respect to subject, character, size, and style.

Advertising messages and Advertising Displays shall conform to the following guidelines, which shall also be incorporated in any contracts with third-parties relating to the placement of advertising at the Airport:

1. An Airport Terminal by its nature is a family environment in which the presence of children may be reasonably expected at all times. Advertisements shall not be obscene or indecent, or promote hatred, bigotry, violence or intolerance, nor may advertisements be offensive to the moral standards of the community, false, misleading, or deceptive, or which in any way reflects negatively on the character, integrity or standing of any individual, firm, or corporation.
2. Assigned Locations may not be used for political advertising, or the advertising of sexual contraceptives, tobacco, alcoholic beverages, or an Adult-Oriented Business, as defined in Denver City Code.
3. Nothing in this Agreement is intended or shall be construed to create a public forum in the Airport. Licensee shall limit its Concession operations to the placement of advertisements from commercial entities where such advertisements do no more than propose the sale, of goods and/or services.
4. Advertising Displays shall not obstruct or interfere with Airport directional and other signage providing travelers and other Airport users with information about flights, gates, ticket counter, baggage claim, restrooms or other amenities. The Manager shall have the authority in his discretion to identify and instruct Licensee to correct any such situations.
5. Licensee shall not install any Advertising Displays that include pamphlets or other handout material without the express prior written consent of the Manager.
6. The City reserves the right to reject, or discontinue displaying, at any time and without advance notice, any advertisement, or advertising content, in whole or in part, that in the City's sole judgment, violates the foregoing guidelines or any other material term or condition of this Agreement.

## **SECTION 10 – LICENSEE'S OBLIGATIONS**

### **A. Advertising Program**

Licensee shall implement and manage the Advertising Program in the locations specified in Exhibit A. The Advertising Program shall identify the Assigned Locations and the types of Advertising Displays at each location, the target markets and advertisers, proposed changes, additions, or deletions to the Assigned Locations and Advertising Displays. Either party may propose a change to the Advertising Program at any time by written notice to the other party. Upon approval by the City, a revised Advertising Program shall be incorporated into this Agreement, and Licensee shall implement and manage the Advertising Program, as revised.

## **B. Advertising Contracts**

Licensee must enter into a written Advertising Contract with each person/entity seeking to advertise in the Airport under this Agreement. An Advertising Contract is expressly subordinate to and subject to the terms and conditions of this Agreement, and its effectiveness is contingent upon the City's approval. If, at the expiration date of this Agreement, the Licensee fails to secure a new advertising concession agreement with the City, any Advertising Contract that is set to expire after the expiration date of this Agreement will expire on the expiration date of this Agreement, unless otherwise expressly agreed by the City in writing. Each Advertising Contract shall include the following:

1. Name, address and phone number of the Advertiser and, if applicable, the advertising agency;
2. Commencement date and termination date for the display of each advertisement;
3. Whether the contract is new or a renewal;
4. Number of displays and their respective locations, media types and sizes;
5. All amounts to be paid for each advertising display, whether such amounts are one-time, weekly, monthly, quarterly, or annually;
6. The amount and payee of any agency sales commission;
7. Any other charges paid or payable by the Advertiser or its agency, such as deposits, charges for telephone lines, fabrication, design, layout, printing, installation, maintenance, etc.;
8. Installation cost and capital cost of each Advertising Display;
9. Maintenance charges;
10. A sketch, photograph or model of the proposed advertising display in sufficient detail that the City can determine the size and style of the proposed advertising display in its proposed location. In the event of rejection of any or all of the proposed display advertising program design plans, Licensee may amend and resubmit design plans.

Licensee shall submit to the City's Contract Administrator each proposed Advertising Contract at least ten (10) days prior to its effective date for the Manager's or Manager's Designee approval.

## **C. Display Approval**

Prior to installation, Licensee shall submit all prospective display advertising to the City's Contract Administrator for the Department's approval to assure that it meets the advertising and design standards and guidelines set out in this Agreement, in the airport's rules and regulations or as otherwise required by the airport for design approval. Licensee shall not accept any display advertising or construct any display locations that are determined by the Manager to not meet the advertising and design guidelines in this Agreement in the airport's rules and regulations or as otherwise required by the airport for design approval.



**D. Furnish and Install Advertising Displays**

Licensee, at its sole expense, shall furnish, design, construct, and install new Advertising Displays at the Assigned Locations in accordance with the Advertising Program. The design and installation of Advertising Displays shall comply with the requirements of the Airport's Design Review Procedures and DIA Design Standards, and may be installed only with the City's prior written approval. All Advertising Displays shall be of high quality, safe, fire-resistant, and attractive in appearance. Licensee shall complete all required improvements and renovations in accordance with the approved construction schedule, attached hereto and incorporated herein as Exhibit I, Construction Schedule. Licensee shall:

1. Install new advertising material within five (5) days of receipt, or on the date specified in the Advertising Contract;
2. Coordinate and oversee any specialty installations, as needed; and
3. Photograph and maintain documentation of all new hardware or static advertiser art installations.

**E. Continuous Operation**

Licensee shall continuously operate the Concession throughout the Term of this Agreement. The failure of Licensee to continuously operate the Concession, or any part thereof, for any period of time, except as may otherwise be permitted under this Agreement, shall constitute a Licensee Default. Licensee shall be temporarily excused from complying with this covenant as necessary during the renovation or remodeling of Assigned Locations, as otherwise may be permitted under this Agreement, and as approved in writing by the Manager. The failure to comply with this covenant of continuous operation shall not be excused or waived by reason of Licensee's failure to realize or achieve targeted revenue forecasts or goals for any period of time during the Term.

**F. Unsold/Vacant Spaces**

1. Licensee shall exercise good faith efforts and sound business practices to keep all Advertising Displays and Assigned Locations filled with revenue-producing advertising. Advertising Displays and Assigned Locations for which advertising is not sold shall first be offered to the City through the Manager at no cost to City.
2. Licensee shall keep all public service messages and fillers fresh and current and shall replace them if requested by the Manager.

**G. Operational Standards**

Licensee's employees, sublicensees and agents shall not engage in "high pressure" sales tactics (such as "hawking" or "haggling") or unfair or deceptive trade practices in the operation of the concession or sublicense. Licensee is strictly prohibited from engaging in any and all activities outside the Assigned Locations within the Airport for the recruitment or solicitation of business. Additionally, Licensee's employees, sublicensees and agents shall not engage in solicitation for or in connection with any services offered on or about the Airport by Licensee or any other party. Licensee shall not conduct a public or private auction, fire sale, going out of

business, bankruptcy or similar types of sales in or from the Assigned Locations, unless otherwise approved by the Manager's authorized representative. The Assigned Locations shall be used only in a dignified and ethical manner, consistent with the general high standards of other first-class concessions operating at the Airport.

#### **SECTION 11 – RECOVERY OF CITY EXPENSE TO FULFILL LICENSEE'S OBLIGATIONS**

- A. If the City has paid any sum or sums or has incurred any obligations or expense for which the Licensee has agreed to pay or reimburse the City, or if the City is required or elects to pay any sum or sums or insure any obligations or expense (a) by reason of failure, neglect, or refusal of the Licensee to perform or fulfill anyone or more of the conditions, covenants, or agreements contained in this Agreement beyond any applicable notice or cure period; or (b) as a result of an act of omission of the Licensee contrary to the conditions, covenants, and agreements contained in this Agreement for which City has provided Licensee written notice and an opportunity to cure as provided herein, then, within seven (7) business days after written notice thereof by the City, the Licensee agrees to pay to the City the sum or sums so paid or the expenses so incurred, including all interest, costs, damages, and penalties, plus a twenty percent (20%) administrative fee, and each and every part of the same shall be and become Additional Fees, recoverable by the City to the fullest extent of the law.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the Parties hereto, any receipt showing the payment of any sum or sums by the City for any work done or material furnished shall be evidence against the Licensee that the amount of such payment was necessary and reasonable. In the event the City brings suit to collect any delinquent payments due it by the Licensee, the City shall be entitled to recover all court costs and its reasonable attorney fees. Should the City elect to use its own operating and maintenance staff in making any repairs, replacements, and/or alterations and to charge the Licensee with the cost of same, any timesheet of any employee of the City showing hour of labor or work allocated to any such repair, replacement, and/or alteration, or any stock requisition of the City showing the issuance of materials for use in the performance thereof, shall be evidence against the Licensee that the amount of such charge was necessary and reasonable.

#### **SECTION 12 – ANNUAL BUSINESS AND MARKETING PLANS**

##### **A. Annual Business and Marketing Plans**

Licensee shall, on or before October 1" of each year of the Term hereof, present an annual business plan to the City, for review and the Manager's authorized representative's approval. Such plans shall contain the following at a minimum:

1. Review of prior year's performance including achievement of sales projections, financial results and other goals and objectives;
2. Updates to Handbook, if any; Establishment of new operational goals and objectives for the forthcoming year of the plan including identification of sales opportunities;

3. Establishment of new operational goals and objectives for the forthcoming year of the plan including identification of sales opportunities;
4. Identification of employee and labor initiatives to ensure compliance with obligations herein;
5. Projections of sales, sales per square foot, sales per enplaned passenger and payments to the City due under this Agreement for the forthcoming year;
6. Any planned expenditures, investment or improvement in the Approved Locations or permitted Temporary Exhibits;
7. Any anticipated changes or improvements in management of the Advertising Program such as marketing efforts, promotional activities, training or service; and
8. Quarterly updates to budget, leasing, marketing and professional goals and guidelines.

#### **B. Annual Meeting**

Licensee shall send an executive level representative of Licensee from its home or regional office, who is familiar with the terms and conditions of this Agreement, to meet with Airport management not less than once each Contract Year throughout the Term of this Agreement, and as reasonably requested by the City. Company's executive level representative shall also be available as required to resolve any issue which cannot be managed by Company's local management. At the annual meeting, Licensee shall present a review of the status and direction of all aspects of the advertising program including but not limited to Licensee's performance measures as defined in this Agreement and future plans. All such meetings shall be arranged by written or electronic notice to document their occurrence.

### **SECTION 13 – MAINTENANCE, REPAIRS AND DELIVERIES**

#### **A. Sanitation, Hygiene and Cleanliness**

Licensee shall keep the Assigned Locations free of debris, trash, and hazardous conditions, shall keep public areas around the Assigned Locations free of hazardous conditions originating from Licensee's operations and shall promptly notify the City in writing of other hazardous conditions in the public areas outside the Assigned Locations upon actual knowledge of any such hazardous condition. Licensee shall provide a proper arrangement for the adequate sanitary disposal of all trash and other refuse on the Assigned Locations and shall provide for its timely removal to a central collection point provided by the City. Licensee shall take appropriate action in the handling of waste materials to prevent the presence of rodents and other vermin. Licensee shall keep all garbage materials in durable, fly-proof and rodent-proof, fireproof containers that are easily cleaned. The containers shall have tight-fitting lids, doors or covers, and shall be kept tightly covered when material is not being deposited in them. Licensee shall clean the containers, as necessary, to prevent odors. Licensee shall not allow boxes, cartons, barrels, or other similar items to remain within view of public areas. The City shall be responsible for handling and removal of trash and other refuse deposited by the public in public areas. Licensee shall not deposit any of its trash or other refuse in any containers except those

designated for Licensee's trash.

**B. Licensee's Maintenance and Repair Obligations**

1. Licensee shall, at all times and at Licensee's sole expense, maintain the Assigned Locations in a first-class condition, in good repair, and keep it in a clean and orderly condition and appearance, as conditions and the Manager's authorized representative may require, including but not limited to all Improvements located on and within the Assigned Locations, whether installed by Licensee or by the City, redecoration, painting and repair and replacement of damaged or worn furnishings and equipment, and maintenance, repair and replacement of life safety, fire detection, fire suppression and fire monitoring systems. The City shall be the sole judge of the quality of such maintenance.
  
2. Licensee, at its own cost and expense, shall repair, repaint, refinish, maintain and remodel the Assigned Locations and all Improvements therein promptly. In addition, all Improvements within the Assigned Locations that become worn, chipped, dented, gouged or otherwise damaged, shall be repaired or replaced by Licensee, at Licensee's sole expense as soon as reasonably possible. Any requests for repair work shall be submitted to the Airport's Concessions Management team. All repairs, replacements, or remodeling to the Assigned Locations done by or on behalf of Licensee shall be completed with due diligence and in a good and workmanlike fashion, shall be of first-class quality in both materials and workmanship, and shall be equal to or better than the original in materials and workmanship and in compliance with all conditions imposed by City and all applicable permits, authorizations, laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction. Except for repairs caused by an emergency, or those costing less than Two Thousand Dollars (\$2,000), all repairs must have the prior written approval of the City. The City shall be the sole judge of the quality of the repairs, replacements, or remodeling performed. Prior to beginning any repair, replacement or remodeling work, except for the above-described repairs costing less than Two Thousand Dollars (\$2,000), Licensee shall notify the City in advance of what type of repairs, replacements, or other work it intends to do, including the timeline to finish such work, and must secure written City approval of the same before beginning any such work. In the event of an emergency repair situation, Licensee must notify the City of the repair as soon as possible. Following such notice, the City may inspect the repair work and require alterations if the repair is not satisfactory to the City. The foregoing notwithstanding, all repairs requiring shutdown of any Airport system require prior written approval of the Manager's authorized representative. Costs and expenses with respect to such maintenance, repair and replacement shall be paid promptly when due and the maintenance, repair and replacement shall be accomplished free of liens of mechanics and materialmen. In addition, Licensee must complete refurbishments to the Assigned Locations before the midpoint of the Term (or any extended term) as provided in this Agreement.
  
3. Licensee shall regularly inspect the condition and functionality of the Assigned Locations and Advertising Displays. Licensee shall be on call at all times to address maintenance and service issues, with a response time not to exceed

twenty four (24) hours. Licensee shall promptly replace all defective light bulbs, screens, and other Advertising Display components and equipment. Licensee shall maintain an adequate stock of replacement parts, supplies, and equipment at all times. Licensee shall promptly install and replace advertising copy as needed. Licensee shall complete a full visual inspection of all Advertising Displays at least every other day for condition and functionality, and advertisement content condition and placement, and shall actively check operation of all telephones, client call buttons and mobile data. Licensee shall treat all screens/signs with anti-static solution at least once each week.

4. The City shall be the sole judge of the quality of maintenance. The City or its authorized agents, may at any time, without notice enter upon the Assigned Locations to determine if the maintenance requirements of this Agreement are being fulfilled. If the quality of maintenance is unsatisfactory, the City shall so notify the Licensee in writing.
5. Licensee shall immediately correct any unsafe or hazardous or potentially unsafe or hazardous condition on the Assigned Locations upon receipt of notice from the Manager. The Manager may direct the Licensee to close the Assigned Locations or the affected portions thereof until the unsafe or hazardous condition is corrected.
6. Licensee will, at its sole expense, repair any damage to the Airport or Assigned Locations caused by the negligence or misconduct of Licensee's employees or invitees. Except for emergency repairs, all repairs must be approved in advance by the City. Repair work shall conform to the rules and regulations prescribed periodically by federal, state, or local authorities having jurisdiction over the work in Licensee's Assigned Locations. The City shall be the sole judge of the quality of the repairs.
7. ***Failure to Maintain or Repair.*** If Licensee refuses or neglects to undertake the prompt maintenance or repair, which is Licensee's responsibility under this Agreement, the City shall have the right to have such work, for which City has provided Licensee written notice and an opportunity to cure, done on behalf of and for Licensee at the City's standard rates or by a contractor hired by the City, and upon written demand, Licensee agrees to reimburse the City.
8. ***Damage Caused to Other Property.*** Any damage caused by Licensee to the Airport or any City property or operations, or the property of any other tenant, person or entity, either by act or omission, or as a result of the operations of Licensee, shall be the responsibility of Licensee. Licensee agrees to reimburse the City, tenant or other such person or entity for any such damage. If the same type of damage is caused by the Licensee more than once, such as a water leakage, electrical service interruption or other damage, then the City must review and approve Licensee's plan of repair and, if such plan is unsatisfactory in the sole determination of the City and the City has provided Licensee written notice and an opportunity to cure, the City shall have the right to require that

Licensee allow the City to make the repair and upon

**C. Deliveries**

1. The City has established authorized vendor delivery zones on the lower level of the Terminal. Delivery zones may be changed periodically to accommodate Airport construction or operational requirements.
2. Licensee shall ensure that Advertising Displays and other goods, equipment and property being transported within the Airport are handled with care and are properly packaged to prevent damage in transit. All goods and merchandise brought into the Terminal is subject to inspection, including the use of x-ray equipment or other technology. Licensee shall use only those delivery and receiving routes established by the City, and shall use only carts provided by Licensee to handle merchandising or equipment, vehicles, or conveyances ("Delivery Carts") that are sealed and leak-proof and have only gray bumper pads. Pallet jacks, if used as Delivery Carts, may only be utilized on the ramp level of the Terminal. If delivery and receiving routes are carpeted, Delivery Carts must be equipped with wheels suitable for operating on carpets without causing damage to them. Delivery Carts may only be used in those elevators designated for delivery. Under no circumstances may Delivery Carts be taken onto the escalators or moving sidewalks. Licensee must always refrain from transporting operating materials, such as office supplies, inventory, food, recyclables and trash through the Public Areas of the Airport whenever service corridors and delivery tunnels are available. Licensee is responsible for the compliance with these requirements by its vendors.
3. Deliveries to the Terminal may be restricted to certain hours of the day, depending on roadway and traffic conditions and changing security requirements. Licensee should not schedule deliveries during peak air traffic period.
4. Licensee shall notify the City's Contract Administrator at least twenty four (24) hours in advance of all deliveries of physically large items to the Airport, or which will be made through TSA screening checkpoints. Airport staff will specify appropriate conditions and procedures for the delivery, including the time and route.

**D. Structural, Electrical or System Overloading**

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

**SECTION 14 – UTILITIES AND SERVICE**

**A. Utilities**

The Licensee shall verify capacity of all systems, in the Assigned Locations and shall be responsible for all utility system upgrades that are necessary for their concession build out.

**B. Lighting**

Licensee shall, at its expense, furnish, install and maintain all lighting fixtures and wiring for general illumination or operation of the Assigned Locations as a First Class Concession.

**C. Common Use Services**

The Manager may establish common use services at the Airport, including but not limited to trash and garbage removal, deliveries, industrial waste handling, recycling and security guards, which Licensee may be required to use and/or pay its prorated share.

**D. Interruption of Services**

Licensee agrees that City shall not be liable for failure to supply any utility services. City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of 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 compensation or operate to release the Licensee from any of its obligations hereunder, except as otherwise provided in the Section entitled "Damage, Destruction or Loss."

**E. Access to Facility and Systems**

Licensee shall not do or permit to be done anything which might interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof on the Assigned Locations or elsewhere on the Airport, nor do or permit to be done anything which may interfere with free access and passage in the Assigned Locations or the public areas adjacent thereto, or hinder police, firefighting or other emergency personnel in the discharge of their duties. Further, Licensee shall not do or permit to be done anything which might interfere with the effectiveness or accessibility of elevators or escalators in or adjacent to the Assigned Locations, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto. Licensee shall not place any additional lock of any kind upon any window or interior or exterior door in the Assigned Locations, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the Assigned Locations, or otherwise made available to City upon demand (for example, keys may be kept by Licensee's manager if the same are made reasonably available to City when needed as provided herein). If any keys furnished to Licensee by the City are lost, Licensee shall pay the City, on demand therefor, as Additional Rent, the cost for replacement thereof.

**SECTION 15 – NO PERSONAL LIABILITY**

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

## **SECTION 16 – INDEMNITY AND LIMITATION OF LIABILITY**

### **A. Defense & Indemnification**

1. Licensee 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 Agreement ("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 Licensee 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.
2. Licensee'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. Licensee'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.
3. Licensee 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.
4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

### **B. Waiver of Consequential Damages**

Each party hereby waives all rights to recover consequential, incidental, exemplary or punitive damages from the other party, including lost profits or income, claims of the other party's customers, Licensees, and contractors, and other similar claims for damages.

### **C. Claims Against Licensee**

If a claim, demand, suit, or other action is made or brought by any person against the Licensee arising out of or concerning this Agreement, the Concession, or the Assigned Locations, the Licensee shall give written notice thereof, to the City within three (3) working days after being notified of such claim, demand, suit, or action. Such notice shall enclose a true copy of all written claims. If the claim is not written, or the information is not discernable from the written



claim, Licensee shall state the date of notification of any such claim, demand, suit, or other action, the names and addresses of the person asserting such claim or that instituted or threatened to institute any type of action or proceeding, the basis of such claim, action, or proceeding, and the name of any person against whom such claim is being made. The notice shall be given to the City as provided herein, and to the City Attorney at 1437 Bannock St., RM 353, Denver, CO 80202.

## SECTION 17 –INSURANCE AND GUARANTEES

### A. Insurance

1. **Required Insurance.** Licensee agrees to secure at its own expense and to keep in force at all times during the Term (or any extended term) hereof, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of obligations under this Agreement by the Licensee, its agents, representatives or employees. The types and amounts of insurance coverage Licensee must procure are specified in the Certificate of Insurance for Aviation, attached hereto as **Exhibit C**. Insurance requirements set forth on **Exhibit C** 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 that the 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 C** during all periods when the required coverage is in effect. Insurance must be maintained without any lapse in coverage during the entire Term (or any extended term) of this Agreement. Insurance canceled without the City's consent or failure by Licensee to provide evidence of renewal within 48 hours after written notice by City is a material breach and shall be deemed an immediate Event of Default under this Agreement. All insurance required by Licensee under this Agreement shall meet the following minimum requirements.
2. **City as Additional Insured.** The City shall be named as an additional insured in each general liability policy specified in Exhibit C. Such insurance shall provide cross-liability coverage equivalent to the standard Separation of Insured's clause published by the Insurance Services Offices or a successor organization. Licensee shall supply the City with certification from the insurance carrier that the City is so named. Each such policy or certificate shall further provide that any coverage afforded the City as additional insured shall apply as primary insurance and other insurance issued to the City shall apply as excess and non-contributing insurance, and will not require any contribution from any insurance or self-insurance carried by the City with respect to the liabilities assumed by Licensee under this Agreement.
3. **Waiver of Subrogation.** Licensee and the City waive any right of action that they and/or their insurance carriers might have against each other (including their respective employees, officers, commissioners, or agents) or against other tenants of the Airport for any loss, cost, damage, or expense (collectively "Loss") to the extent that such loss or damage is covered by any property insurance policy or policies maintained or required to be maintained pursuant to this

Agreement and to the extent that such proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the Loss. Licensee also waives any right of action it and/or its insurance carrier might have against the City (including its respective employees, officers, commissioners or agents) for any Loss, 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 Agreement.

4. **Company Ratings.** Policies of insurance must be written by companies having an A.M. Best rating of "A-" or better or equivalent.
5. **Certificates Required.** Licensee shall furnish the City and County of Denver with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificate of insurance for each policy is to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates required by this Agreement (including renewal certificates) shall be sent directly to Denver International Airport, Concessions Management Section, Airport Office Building, Room 9870, 8500 Pena Boulevard, Denver, Colorado 80249. The City's contract control number for this Agreement shall be noted on each certificate of insurance. All certificates and any required endorsements are to be received and approved by the City and each insurance policy required by this Agreement must be in effect at or prior to the Effective Date (or date of actual possession). Any renewal certificate shall be delivered to the Airport Concessions Management Section at least ten (10) days prior to a policy's expiration date, except for any policy expiring after the Expiration Date of this Agreement or any extension thereof. The City reserves the right to require and Licensee agrees to deliver upon request at any time, relevant policy forms or endorsements on insurance policies required by this Agreement. Certificates evidencing the existence of the policies, in such form as the Manager may require, shall be delivered to the Airport Concessions Management Section prior to the Effective Date.
6. **Deductibles and Retentions.** Any deductible or self-insured retention exceeding fifteen percent (15%) of the per-occurrence or per-accident limit of a required policy is subject to approval by the City's Risk Administrator.
7. **Licensee's Risk.** The City in no way warrants that the minimum limits contained herein are sufficient to protect the Licensee from liabilities that might arise out of the performance of the terms and conditions of this Agreement by the 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 the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. In no event shall the City be liable for any: (a) business interruption or other consequential damages sustained by Licensee; (b) damage, theft or destruction of Licensee's inventory, Improvements, or property of any kind; or (c) damage, theft or destruction of an automobile, whether or not insured. If at any time any of the insurance policies shall be or become unsatisfactory to the City as to form or substance, or if any of the

carriers issuing such policies shall be or become unsatisfactory to the City, Licensee shall promptly obtain a new and satisfactory replacement policy and give the City an updated certificate of insurance that complies with the new insurance requirements of the City.

7. **Governmental Immunity.** The Parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, 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.

## **SECTION 18 – PERFORMANCE SURETY**

### **A. Standard Surety Requirements**

On or before the Effective Date of this Agreement, or the actual date possession is delivered, Licensee shall deliver to the Manager, and maintain in effect at all times throughout the Term, including a period of six (6) months after expiration of the Term (or any extended term) or earlier termination of this Agreement, an irrevocable letter of credit or such other acceptable surety as first approved in writing by City, in an amount initially equal to six (6) months of the initial MMG, which is stated on the Summary Page. Such irrevocable letter of credit or other acceptable surety, sometimes referred to herein as "Standard Surety," shall be subject to claim in full or in part by the City, payable without condition to the City with surety acceptable to and approved by the City's Manager, and if a letter of credit, upon presentation of the letter of credit and a sight draft. All irrevocable letters of credit shall be in a form, and issued by a bank, acceptable to the City and shall be subject to claim in full or in part by the City as provided herein. The performance surety shall guarantee to the City full and faithful performance of (i) all of the terms and provisions of this Agreement to be performed by Licensee, as said Agreement may be amended, substituted, supplemented or extended, and (ii) all obligations and duties of Licensee under all general rules and regulations adopted by the City or the Manager for the management, operation and control of the Airport as amended or supplemented. Any provision herein to the contrary, notwithstanding, if at any time during the Term (or any extended term) hereof, the Manager deems the amount of the surety insufficient to properly protect the City from loss hereunder because Licensee is or has been in arrears with respect to such obligations or because Licensee has, in the opinion of the Manager, violated other terms of this Agreement, Licensee agrees that it will, after receipt of notice and an opportunity to cure, increase the surety to an amount required by the Manager; provided however, the percentage increase in the amount of surety shall not exceed the annual percentage increase that has occurred with respect to Licensee's Minimum Annual Guarantees in effect under this Agreement. Whether in the form of a surety bond or Irrevocable Letter of Credit, the surety may be issued for a one (1) year period, provided, however, that evidence of renewal or replacement of the surety must be submitted annually by Licensee to the City at least sixty (60) days prior to the Expiration Date of the instrument. The surety shall contain language that the surety company shall notify the City in writing within forty-five (45) days of a determination that the surety is to be terminated, or is not going to be renewed. The surety bond must be executed by Licensee and by a surety meeting the qualifications set forth below. If the City chooses to draw upon the Performance Surety as provided in this Agreement; it shall be the obligation of Licensee to replenish the Performance Surety to the originally contracted level within thirty (30) days of such draw down

by the City. Failure to maintain or replenish the Performance Surety shall constitute a material breach of this Agreement.

**B. Alternative Surety Opportunity**

Alternatively, upon the Licensee's request, the Manager may, in her sole discretion, permit Licensee temporarily to provide an "Alternative Surety" as defined below.

**C. Alternative Surety Requirements**

Payment of the Alternative Surety is due in advance upon notification by the Airport of the amount due.

**D. Base Fee**

The Alternative Surety shall be a Base Fee paid to the City of two percent (2%) of the annual rent due by Licensee in the prior calendar year, or if a full year is unavailable, two percent (2%) of the annualized rent due, as calculated by the City. If no rent payment history is available, or if the Manager, in her sole discretion, determines the existing rent payment history is insufficient, the Base Fee shall be two percent (2%) of the MAG agreed to in this Agreement.

**E. No reduction in Amounts Due**

Payment of the Base Fee as surety in no way reduces or offsets the compensation or amounts due from the Licensee to the Airport under this Agreement.

**F. Applicable Period of Alternative Surety**

The Alternative Surety will apply for one year after all of the following have occurred ("Alternative Surety Period"): (i) Full execution of this Agreement, (ii) issuance of notice of Base Fee and Additional Fee (described below) under the terms of this subsection, and (iii) receipt of payment due of Base Fee and Additional Fee (described below) under the terms of this Agreement. At the end of the Alternative Surety Period, the Standard Surety requirements of this Agreement shall automatically apply for the remainder of the Term (or any extended term) of the Concession Agreement unless the Alternative Surety is extended by the Manager.

**G. Extension of Alternative Surety**

The Alternative Surety may be extended by the Manager of Aviation, in the Manager's sole discretion, for additional one (1) year periods through the Term (or any extended term) of this Agreement.

**H. Base Fee Recalculation**

The Base Fee shall be recalculated at the end of each Surety Period. The Base Fee may be adjusted by the Manager to account for the following:

1. For every late rent notice issued to Licensee, the Manager may, in her discretion, increase the Base Fee by one half percent (0.5%) of the annual rent due in the prior calendar year ("Additional Fee"); however, if no late rent notices were issued to Licensee in the prior calendar year then the Manager may reduce any

existing Additional Fee by one half percent (0.5%) of annual rent due.

2. A factor consisting of some or all of the following: The Airport's general risk due to local or national changes to the aviation industry, the Airport's cost for administering the alternative surety, and the market cost of Letters of Credit, Revenue Surety instruments or similar instruments.
3. In no event shall the recalculated Base Fee be less than two percent (2%) of the greater of the following: the annual rent due by Licensee in the prior calendar year; or if a full year is unavailable, the annualized rent due, as calculated by the City; or if no rent payment history is available or the Manager, in her sole discretion, determines the existing rent payment history is insufficient, the MAG agreed to in this Agreement.
4. Licensee shall be notified of any recalculated Base Fee and Additional Fee in writing by the City at the time the Alternative Surety is extended.
5. If the Alternative Surety is extended and recalculated by the Manager, but Licensee no longer desires to comply with the Alternate Surety, Licensee may instead submit the Standard Surety required in this Agreement.

#### **I. Termination of Alternative Surety**

The Alternative Surety may be terminated at any time at the discretion of the Manager or the Licensee upon thirty (30) days written notice to the other party. Upon such termination, the Standard Surety requirements of this Agreement shall apply. Any unamortized portion of the Base Fee and Additional Fee for the Alternative Surety shall be refunded to the Licensee upon Licensee's compliance with the Standard Surety requirements of this Agreement.

#### **J. Unconditional Guarantee**

In addition to the foregoing requirements, if in the sole discretion of the Manager it is determined that the Performance Surety is insufficient to properly protect the City from loss hereunder, Licensee agrees that upon execution of this Agreement, it shall deliver from a guarantor acceptable to the City, in a form acceptable to the City, an absolute unconditional irrevocable corporate or personal guaranty of payment and full performance and observance by Licensee of all covenants and conditions contained in the Agreement and all obligations, indebtedness and liabilities of Licensee. Such guaranty shall be given to the City by interested parties acceptable to the City substantially in the form attached hereto as **Exhibit K, Absolute Unconditional Guaranty**. Such guaranty shall apply to any defaults under this Agreement, whether inchoate or matured, occurring, accruing, or with the passage of time would have occurred or accrued on or before the expiration of the Term (or any extended term) of this Agreement. Upon the occurrence of a money default, the City reserves the right, in addition to all of its other rights as stated herein, to immediately invoice and draw on the corporate guaranty, based on the City's estimate of what is due. Any such partial draw against the corporate guaranty by the City shall not release the guarantors from their continuing obligation of guaranteeing to the City payment and full performance of all obligations, indebtedness and liabilities of Licensee. Licensee acknowledges that the City may proceed upon the guarantor of any personal or corporate guaranty attached hereto without proceeding against Licensee, without proceeding against or exhausting any security now or hereafter held by City for the obligations hereby guaranteed,

and without pursuing any other right or remedy available to City whatsoever.

## SECTION 19 – LICENSES, FEES, TAXES AND LIENS

### A. Licenses, Fees, Taxes and Liens

1. **Business Licenses.** Licensee, at all times and at its sole cost and expense, shall maintain current federal, State, and local licenses, certificates, permits and any other such documents necessary or required by law for the operation of Licensee's business at the Airport. Licensee shall allow duly authorized representatives of governmental entities access to the Assigned Locations for inspection purposes.
2. **Doing Business In Colorado.** In the event that Licensee shall be a corporation or a limited liability company, the Parties executing this Agreement on behalf of Licensee hereby covenant and warrant that Licensee is a duly qualified corporation or limited liability company and all necessary steps have been taken to become authorized to do business in Colorado; corporate taxes have been paid to date; and all future forms, reports, fees and other documents or payments necessary to comply with applicable laws will be filed or paid when due.
3. **Fees.** Licensee agrees to promptly pay all excises, license fees and permit fees of whatever nature applicable to its operations hereunder and to take out and keep current and display when required all municipal, state or federal licenses required for the conduct of its business at and upon the Assigned Locations and further agrees not to permit any of said excises, license fees or permit fees to become delinquent.
4. **Taxes and Assessments.** The Licensee shall pay all taxes and assessments of whatever character that may be levied, assessed, or charged upon the property, possessory interest, personal, occupied, used, or owned by the Licensee, or upon the rights of the Licensee to occupy the Assigned Locations, or upon the Licensee's Tenant Improvements and any other property thereon, or upon the Licensee's rights or operations hereunder. The Licensee shall have the right at its sole cost or expense to contest such taxes as may have been or may be levied, assessed or charged.
5. **Liens.** Licensee also shall not permit, create, or suffer to be created or to remain, any mechanic's, materialman's or any other lien to become attached or be foreclosed upon the Assigned Locations or improvements thereto, or any part or parcel thereof, by reason of any construction, services, work or labor performed or materials furnished by any mechanic or materialman. If any such lien shall at any time be filed, Licensee may contest the same in good faith. Notwithstanding such contest, Licensee shall, within fifteen (15) calendar days after the filing thereof, cause such lien to be released of record by payment, bond, or order of a court of competent jurisdiction. In the event Licensee fails to clear the record of any such lien within the aforesaid period, the City may remove said lien by paying the full amount thereof, or by bonding, or in any other manner the City

deems appropriate, without investigating the validity thereof, and irrespective of the fact that Licensee may contest the propriety or the amount thereof. Thereafter Licensee shall pay the City the amount paid by the City in connection with the discharge of said lien. Upon demand, Licensee agrees to reimburse the City as provided in this Agreement. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject the Assigned Locations to any lien or liability.

6. **Prompt Payment.** Licensee agrees to furnish to the Manager, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. Licensee further agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its operations hereunder and not to permit the same to become delinquent and to suffer no mortgage, judgment or execution to be filed against the Assigned Locations or improvements thereon which will in any way impair the rights of the City under this Agreement.

## **SECTION 20 – ENVIRONMENTAL COMPLIANCE**

### **A. Compliance with Environmental Regulations**

Licensee, in conducting any activity on the Assigned Locations or in any common area outside of the Assigned Locations, 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 Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticides, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute. Licensee shall comply with the City's Ordinance 196, as amended on March 18, 1991 (amendments to the City Uniform Public Code related to water conservation fixtures).

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

Licensee shall maintain copies of Material Safety Data Sheets (MSDS) for all chemicals used in the operation of the concession, including for cleaning and maintenance. This obligation is continuing for the Term (or any extended term) of this Agreement and Licensee shall make this documentation available for inspection by DIA upon request.

Licensee agrees to ensure that its Assigned Locations is 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. Licensee agrees to evaluate methods to reduce the generation and disposal of waste materials. Wastewater from maintenance or operational activities shall be pretreated with sand and grease traps.

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

#### **B. Waste or Impairment of Value**

Licensee agrees that nothing shall be done or kept in Locations Subject to this Agreement that might impair the value of the City's property or constitute waste.

#### **C. Unsafe or Hazardous Conditions**

Licensee agrees that nothing shall be done or kept in Locations Subject to this Agreement and no improvements, changes, alterations, additions, maintenance or repairs shall be made to Locations Subject to this Agreement which might be unsafe or hazardous to any person or property. Further, Licensee shall not do or permit to be done any act or thing upon Locations Subject to this Agreement which will invalidate, suspend or increase the rate of any fire insurance policy required under this Agreement, or carried by the City, covering Locations Subject to this Agreement or the buildings in which Locations Subject to this Agreement are located or which, in the opinion of the Manager or the Manager's authorized representative, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If, by reason of any failure by Licensee to comply with the provisions of this Section, after receipt of notice in writing from the City, any fire insurance rate on Locations Subject to this Agreement or on the buildings in which the same is located, shall at any time be higher than it normally would be, then Licensee shall pay 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 Licensee; provided, that nothing herein shall preclude Licensee from bringing, keeping or using on or about Locations Subject to this Agreement 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.

Any nuisance, annoyance or hazardous or potentially hazardous condition, on or emanating from Locations Subject to this Agreement created by Licensee, an Operator or any person or entity acting by, through or under Licensee, shall be corrected immediately upon Licensee's actual knowledge of the condition, or receipt of oral or written notice from the City. If, in the City's sole discretion, such a hazard or potentially hazardous condition presents an unreasonable and imminent risk of bodily injury, the City may require Licensee to close a Location Subject to this Agreement, without compensation and bar the public from the Location Subject to this Agreement until the hazard or potentially hazardous condition has been abated. Nothing in this Section shall be deemed to preclude the City from pursuing any available remedy for breach of the provisions of this Agreement. Licensee's failure to correct promptly a nuisance, annoyance or hazardous or potentially hazardous condition under this Section shall be a material breach of this Agreement.



**D. Waste Disposal and Recycling**

Licensee shall gather, sort, and transport all garbage, refuse and recyclable materials daily to the City's designated holding area along routes established by the City and in a manner that eliminates spillage and avoids damage to City property. Garbage, refuse and other debris shall be placed in non-broken, non-punctured, new 3-mil trash bags or such other garbage containers as may be required by the City suitable for transportation to a designated bin or compactor in the manner and at the time and places specified by the City. Licensee shall participate in the Airport's waste recycling program. Licensee shall place all garbage, refuse and recyclable materials in the appropriate containers at the City designated holding area, taking all reasonable measures to reduce the amount of waste it generates by requiring suppliers to remove nonessential over wrap, containers and other packaging, and to use recyclable materials for essential packaging whenever possible. The City currently provides containers for recycling the following: (a) corrugated cardboard; (b) magazines; (c) newspapers; (d) tin and steel cans; (e) glass that is clear, brown, or green; (f) batteries, and (g) high grade office paper, including letterhead, typing paper, colored paper, photocopy paper, and computer paper. Recyclable materials, including food waste, should be placed into the appropriate containers. Except for the recycling of batteries, Licensee shall ensure that the following materials are not deposited in City recycling containers: (i) Hazardous Substances, (ii) cans or other containers used to store paint, oil, solvent, cleaning fluids, or other Hazardous Substances; and (iii) un-clean paper, including paper that is soiled with food, paper with plastic covers or windows and wax coated paper. In addition, the City may establish other specific requirements concerning the storage and transport of waste and recyclables in the Airport's Rules and Regulations.

**SECTION 21 -TERMINATION; REMEDIES**

**A. Non Compliance and Violation**

The Manager or the Manager's authorized representative shall have the right to make reasonable objections to Licensee's failure to create and maintain a first-class concession at the Airport and operate its business in a manner satisfactory to the Manager or the Manager's authorized representative. Should Licensee violate the provisions of this Agreement, the City shall give the Licensee notice and a reasonable opportunity to cure said violation or violations. Licensee agrees to promptly discontinue or remedy any objectionable practice or condition within the cure period stated in any notice issued by the Manager or Manager's authorized representative or within such additional time as the Parties agree is reasonably necessary if Licensee promptly commences to cure the same and thereafter diligently prosecutes the cure of such breach or violation.

**B. Cumulative or Continuous Violations**

Should Licensee violate the provisions of this Agreement, the City may place the Licensee on notice to cure said violation or violations without declaring the violation an Event of Default, and in addition, collect liquidated damages as provided below.

Form of notice	Consequence
Pre-written Notice(s)	Verbal notification(s) issued by City to Licensee (cure period allowed)
1st Written Notice	First written notice issued by City to Licensee (cure period allowed)
2nd Written Notice	Second written notice issued by City to Licensee (cure period allowed)
3rd Written Notice and thereafter	Third written notice by City to Licensee (cure period allowed). After the cure period, the Parties hereby agree that under the current circumstances a reasonable estimate of damages is One Hundred Dollars (\$100) per day per infraction for each whole or partial day until the violation is cured.

With each notice, whether verbal or in writing, Licensee will be given a cure period in which to remedy the violation without further consequence. The length of each cure period shall be determined by the sole discretion of the City. Except for a request for financial records by an authorized representative of the City, FAA, or Comptroller General, in which case the failure to produce the records within the time period allowed will trigger the imposition of liquidated damages, Licensee will be allowed two (2) written notices cumulatively in each calendar year before imposition of liquidated damages. Beginning with the third written notice, and any written notices thereafter, liquidated damages may be assessed should Licensee fail to remedy the violation before the expiration of the cure period.

### **C. Liquidated Damages**

Licensee's failure to adhere to the operating and audit requirements set forth in this Agreement are reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall business of the Airport and reduce the amount of Rent to be paid to the City. Additionally, City resources will be expended in dealing with violations of this Agreement by Licensee. The Parties hereby agree that total damages sustained by the City for violations of this Agreement could be significant, but would be difficult to determine and to track. Therefore, the liquidated damages stated in this Agreement for violation of Licensee's performance and audit obligations are agreed to between the Licensee and the City to be reasonable amounts and reasonable estimates of the loss anticipated to be suffered or incurred by the City. Licensee, therefore, hereby agrees that imposition of these liquidated damages is fair and reasonable and Licensee agrees to pay to the City as Additional Rent the specified liquidated damage amounts immediately upon demand by the City. Liquidated damages stated in this Agreement shall continue for each full and each partial day for which the violation remains uncured beyond the cure date stated in the audit provisions of this Agreement or in any third and subsequent written notices as provided above. Imposition of any of these pre-written notices, written notices and any liquidated damages assessed or collected shall not constitute a waiver of any other remedies available to the City due to Licensee's failure to meet its audit obligations or maintain Licensee's performance obligations as provided in this Agreement.

### **D. Remedies Non-Exclusive**

The City reserves the right, in the Manager's sole and absolute discretion, not to impose Liquidated Damages and instead to seek any other remedy available to the City as an Event of Default, including termination of this Agreement.

The remedies provided in this are in addition to all other rights and remedies that the City may have for a breach or violation of this Agreement. Nothing in this shall be deemed to be a waiver by the City of any breach or violation of this Agreement, nor shall imposition of any of these sanctions be deemed to stop the City from terminating this Agreement or from asserting any other of its other rights or remedies under this Agreement, or at law or in equity. If any or all of these Sanctions are found to be unenforceable, then the unenforceable Sanction(s) will be discontinued.

#### **E. Default**

1. **Event of Default.** The occurrence of any of the following shall constitute an "Event of Default" (also referred to as a "Default").
2. **Default in Rent.** An Event of Default shall occur if Licensee fails to pay timely any Rent or Additional Rent when due and such failure or violation is not cured within ten (10) days after written notice by the City describing the nature of the breach or Default.
3. **Cross-Default.** The occurrence of an uncured breach, violation or default under any other agreement with the City at the Airport shall constitute an Event of Default.
4. **Insurance or Performance Surety.** An Event of Default shall occur if insurance or Performance Surety is canceled without City consent and not reestablished promptly after written notice by City to Licensee.
5. **Bankruptcy/Insolvency.** The Insolvency of Licensee shall be an Event of Default for which no notice or opportunity to cure need be given. For the purposes of this Agreement, and to the extent permitted by the United States Bankruptcy Code, "Insolvency" shall be deemed to include: (a) an assignment by Licensee for the benefit of creditors; (b) the filing by Licensee of a voluntary petition in bankruptcy; (c) dissolution; (d) the appointment of a receiver, trustee or liquidator of any or substantially all of the properties of Licensee and the receiver, trustee or liquidator is not discharged within forty- five (45) days; (e) the filing of an involuntary petition of bankruptcy and failure of Licensee to secure a dismissal of the petition within sixty (60) days after filing; and, (f) attachment of, or the levying of execution on this Licensee's interest, and failure of Licensee to secure discharge of the attachment or release of the levy of execution within forty-five (45) days.
6. **Unapproved Transfers.** An Event of Default shall occur if Licensee transfers its interest under this Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.
7. **Failure of Licensee's Obligation to Construct and Use Assigned Locations.**

An Event of Default shall occur if Licensee fails to timely submit plans and specifications, bonds and other preconstruction submittals, fails to promptly begin or timely complete construction of Improvements, fails to open for business to the public when construction is completed, or fails to occupy and use the Assigned Locations after construction is completed or fails to operate the concession.

8. **Illegal Use.** An Event of Default shall occur if Licensee uses, or gives its permission to any person to use, for any illegal purpose any portion of the Airport made available to Licensee for its use under this Agreement.
9. **Abandonment.** An Event of Default, for which no notice or opportunity to cure need be given, may be declared, at the City's option, if the City discovers that Licensee has abandoned, deserted or vacated the Assigned Locations.
10. **Liens against City Property.** If Licensee suffers any lien or attachment adverse to the interest of the City, including but not limited to mechanic's or materialman's liens to be filed against the Assigned Locations, or any lien or attachment to be filed against the Airport or the City's property because of any act or omission of Licensee, an Event of Default shall occur if such lien or attachment is not discharged or contested by Licensee in good faith by proper legal proceedings within twenty (20) days after receipt of notice thereof by Licensee.
11. **Material Misrepresentation.** An Event of Default, for which no notice or opportunity to cure need be given, may be declared, at the City's option, if the City discovers that Licensee made a material misrepresentation to the City that induced the City to enter into this Agreement.
12. **License or Franchise Agreement.** If, during the Term (or any extended term) of this Agreement, the license or franchise agreement related to the Brand or trade name Licensee is authorized to operate at the Airport, is terminated, expires or is amended so that compliance with the amended provisions will cause Licensee to be in breach of its obligations under this Agreement, an Event of Default shall be deemed to have occurred.
13. **Default in Other Covenants.** An Event of Default shall occur if Licensee fails to keep, perform and observe any other promise or violates any term, covenant or condition of this Agreement, other than the payment of Rent, or Additional Rent, as described above, and such failure or violation is not cured within thirty (30) days after written notice by the City describing the nature of the failure or violation. This provision shall be complied with if (i) the violation is of such a nature that it cannot be completely cured within the thirty (30) day period, (ii) Licensee begins to perform whatever may be required to correct its failure to perform its obligation or to correct the violation within such thirty (30) day period and (iii) Licensee proceeds in good faith and continues such performance with all due diligence and without interruption, except for causes beyond its control, to effect the cure as soon as practical.

## **F. Remedies**

1. **Remedies on Default.** Immediately upon the occurrence of an Event of Default, the City may, at its option, immediately exercise any of the following rights and

remedies in addition to any other rights and remedies provided elsewhere in this Agreement, or otherwise at law or in equity.

2. **Right to Draw on Performance Surety.** In an Event of Default, in the case of failure to pay Rent or Additional Rent or in the case of breach or violation of any other provision, including Licensee's obligations and duties of Licensee under all general rules and regulations adopted by the City or the Manager for the management, operation and control of the Airport, after written notice by the City describing the default, failure, breach or violation and giving Licensee an opportunity to cure, the City may immediately, and without further notice to Licensee, draw upon the Performance Surety in any amount necessary to satisfy the damages sustained or reasonably expected to be sustained.
3. **Elect to Continue and Enforce Agreement.** The City may elect to allow this Agreement to continue in full force and effect without termination and to enforce all of City's rights and remedies hereunder, including without limitation the right to collect compensation as it becomes due together with Past Due Interest.
4. **Termination of Agreement.** Subject to Licensee's right to cure, if any, the City may terminate this Agreement and Licensee's right to possession immediately upon the occurrence of an Event of Default. Any notice to terminate may be given before or within the applicable cure period and may be included in a notice of failure of compliance. The City may cancel and terminate this Agreement and repossess the Assigned Locations, with or without process of law, and without liability for so doing, upon giving thirty (30) days written notice to Licensee of its intention to terminate, at the end of which time all the rights hereunder of the Licensee shall terminate, unless the default, which shall have been stated in such notice, is by its nature curable and shall have been cured within such thirty (30) days. The cure period shall extend beyond thirty (30) days if (i) the default is non-monetary in nature and (ii) the violation is of such a nature that it cannot be completely cured within the thirty (30) day period, and (iii) Licensee begins to perform whatever may be required to correct its failure to perform its obligation or to correct the violation within such thirty (30) day period and (iv) Licensee proceeds in good faith and continues such performance with all due diligence and without interruption, except for causes beyond its control, to effect the cure as soon as practical.
5. **Damages upon Termination.** If City elects to terminate, Licensee shall be liable to City for all amounts owing at the time of termination, including but not limited to compensation due plus interest thereon at the Past Due Interest Rate together with any other amount to fully compensate City for all loss of compensation, damages, and costs, including attorney's fees, caused by Licensee's failure to perform its obligations hereunder, or which in the ordinary course would likely result therefrom. Nothing in this Section shall be construed to grant a right to Licensee to cure a default, which by its nature is not capable of being cured.
6. **Re-Entry.** Without accepting surrender and without prejudice to any remedies for damages or breach, the City may elect to reenter and take possession of the Assigned Locations or any part thereof, by suitable action or proceeding at law, or by force or otherwise, without being liable for indictment, prosecution or damages therefore, and may expel Licensee or any person claiming under

Licensee, and remove all effects as may be necessary, to the end that the City may have, hold and enjoy the Assigned Locations. Such reentry shall not be construed as termination of this Agreement unless a written notice specifically so states; however, the City reserves the right to terminate the Agreement at any time after reentry.

Notwithstanding re-entry by the City, Licensee shall continue to be liable for all amounts due as compensation under this Agreement, on the dates specified and in such amounts as would be payable if default had not occurred. Upon expiration of the Term (or any extended term), or any earlier termination of the Agreement by the City, the City, having credited to the account of Licensee any amounts recovered through reletting, shall refund, without interest, any amount that exceeds the compensation, damages and costs payable by Licensee under this Agreement.

- 7. Reletting.** Following re-entry, the City may relet the whole or any part of the Assigned Locations from time to time, either in the name of the City or otherwise, to such tenants, for such terms ending before, on or after the Expiration Date of this Agreement, at such rentals and upon such conditions (including financial concessions and free rent periods) as the City may determine to be appropriate. To the extent allowed under Colorado law, the City shall not be liable for refusal to relet the Assigned Locations, or, in the event of any such reletting, for failure to collect any Rent due upon such reletting; and no such failure shall operate to relieve Licensee of any liability under this Agreement or otherwise affect any such liability. The City may make such physical changes to the Assigned Locations as the City considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Licensee of any liability under this Agreement or otherwise affecting Licensee's liability. If the City has other vacant space, the City shall have no obligation to attempt to relet the Assigned Locations prior to leasing such other vacant space. The City shall not be required to attempt to relet the Assigned Locations to a potential lessee with whom the City has been negotiating for other space owned by the City or to whom the City has shown other space owned by the City. If the City has relet all or any part of the Assigned Locations for the period which otherwise would have constituted all, or any part, of the unexpired portion of the Term of this Agreement, the amount of Rent reserved on such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part, or the whole, of the Assigned Locations so relet during the period of the reletting. Acts of maintenance, or preservation, or efforts to relet the Assigned Locations, or the appointment of a receiver upon initiative of the City to protect the City's interest under this Agreement, shall not constitute a termination of this Agreement or an acceptance of surrender of this Agreement.
- 8. Damages upon Re-Entry.** Whether or not the City retakes possession or relets the Assigned Locations, the City shall have the right to recover damages immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Agreement, which damages, shall include, but not be limited to the following: ( a) all Rents lost, calculated through the Expiration Date, subject only to any duty to mitigate damages, if any; (b) all legal expenses and other related costs incurred by the City as a result of Licensee's Default; (c) all costs incurred by the City in restoring the Assigned Locations (or other damaged

City property where damage was caused by Licensee) to good order and condition, or in remodeling, renovating or otherwise preparing the Assigned Locations for reletting, including, without limitation, removal and disposal of Licensee's Improvements or other property; (d) all taxes due or to become due under this Agreement; and, (e) all costs incurred by the City in reletting the Assigned Locations, including, without limitation, any advertising costs, brokerage commissions and the value of the City's staff time expended as a result of the Default. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Colorado banks in effect on the date of trial.

#### **G. Remedies Cumulative**

Each right and remedy in this Agreement shall be deemed cumulative and will be in addition to every other right or remedy in this Agreement, or existing at law or in equity, including, without limitation, suits for injunctive relief and specific performance. Such rights and remedies shall not be in lieu of or exclusive of each other and shall in no way affect any other remedy available at law or in equity. The exercise or beginning of the exercise, by the City of any such rights or remedies will not preclude the simultaneous or later exercise by the City of any other such rights or remedies. All such rights and remedies are nonexclusive. Nothing contained herein shall be construed to require the City to accept delinquent Rent, or delinquent Additional Rent. Acceptance of full or partial payment of delinquent Rent, or delinquent Additional Rent, shall not constitute a waiver of any of the City's other rights and remedies under this Section. The City may sue periodically to recover damages during the period corresponding to the remainder of the Term (or any extended term) of this Agreement, and no action for damages shall bar a later action for damages subsequently accruing.

#### **H. Termination for Cause**

Subject to any cure period as may be stated in any written notice given by the City, if any, the City may terminate this Agreement for cause due to the actions or inactions of the Licensee upon written notice to Licensee. Such reasons for termination for cause include but are not limited to the following:

1. Licensee's failure timely to pay any Agreement Fees or Additional Fees when due and such failure or violation is not cured within ten (10) days after written notice by the City describing the failure to pay.
2. The occurrence of an uncured breach or violation under this Agreement that is not cured within such period as may be stated in a written notice by the City describing the breach, violation or such additional time as the Parties agree is reasonably necessary if Licensee promptly commences to cure the same and thereafter diligently prosecutes the cure of such breach or violation.
3. Intentionally Omitted.
4. Insurance or Performance Surety canceled without City consent and not reestablished promptly after written notice by City to Licensee.
5. The Insolvency of Licensee, which for the purposes of this Agreement, and to the extent permitted by the United States Bankruptcy Code, "Insolvency" shall be deemed to include: (a) an assignment by Licensee for the benefit of creditors; (b) the filing by Licensee of a voluntary petition in bankruptcy; (c) dissolution; (d) the

appointment of a receiver, trustee or liquidator of any or substantially all of the properties of Licensee and the receiver, trustee or liquidator is not discharged within forty-five (45) days; (e) the filing of an involuntary petition of bankruptcy and failure of Licensee to secure a dismissal of the petition within sixty (60) days after filing; and, (f) attachment of, or the levying of execution on this Licensee's interest, and failure of Licensee to secure discharge of the attachment or release of the levy of execution within forty-five (45) days.

6. A transfer of Licensee's interest under this Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublicense or otherwise, to any other person, entity or corporation; provided that with respect to a sublicense, no breach shall occur hereunder if such sublicense is terminated within five (5) business days after written notice from City to Licensee.
7. Using, or giving permission to any person to use, for any illegal purpose any portion of the Airport made available to Licensee for its use under this Agreement.

#### **I. Administrative Hearing**

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Manager following the procedures outlined in Denver Revised Municipal Code Section 5-17; provided, that the 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. The Parties hereto agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to the Licensee's right to appeal the determination under Colorado Rules of Civil Procedure, Rule 106.

#### **J. Waivers**

1. **Non-Waiver of Rights – Default.** No waiver of a breach or violation of this Agreement by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Licensee shall be construed as, or shall operate as, a waiver of any subsequent breach or violation of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the Licensee.
2. **Non-Waiver of Rights – Partial Payment.** No failure of City to insist upon the strict performance of a term, covenant or agreement contained in this Agreement, no failure by City to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment during the continuance of any breach of this Agreement by Licensee 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 breach of this Agreement by Licensee.



## **SECTION 22 – DAMAGE, DESTRUCTION OR LOSS**

### **A. Damage to or Destruction of Assigned Locations**

If Licensee's Improvements, or any portion thereof, are destroyed or damaged by fire, the elements or otherwise, the Licensee shall promptly remove all debris resulting from such damage to the Improvements and shall at its sole cost and expense repair and/or reconstruct the Improvements with due diligence whether or not the damage or destruction is covered by insurance in accordance with the plans and specifications for the Assigned Locations as they existed prior to such damage or according to the current needs of the Licensee as approved by the City. If Licensee fails to repair or replace damaged Improvements in accordance with a schedule agreed to by the City and Licensee, and provided that this Agreement has not been canceled, the City may make such repairs or replacement and upon demand, Licensee agrees to reimburse the City as provided in this Agreement.

If the Assigned Locations, or any portion thereof, is destroyed or damaged by fire or otherwise to an extent which renders it unusable, City may rebuild or repair any portions of the building structure destroyed or damaged, and, if the cause was beyond the control of Licensee, the obligation of Licensee to pay the compensation 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 ninety (90) days after the destruction or damage which the City will promptly provide to Licensee. Licensee may then, at its option, cancel and terminate this Agreement.

### **B. Cooperation in the Event of Loss**

If the City elects to rebuild, Licensee must replace all Improvements at its sole cost, in accordance with the Required Minimum Investment in November 2011 dollars and performance standards as set forth in *Exhibit X*. City and Licensee shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss or damage.

### **C. Loss or Damage to Property**

The City shall not be liable for any loss of property by theft or burglary from the Airport or for any damage to person or property on 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 Licensee agrees to make no claim for any such loss or damage at any time, except for any abatement of compensation or right to insurance proceeds provided for in this Section.

### **D. Mutual Waiver; Insurance Coverage**

City and Licensee each waive any and every claim for recovery from the other for any and all loss of or damage to the Assigned Locations 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 (and is in fact recovered) 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, Licensee agrees to give to each insurance company which has issued, or may issue, to the Licensee 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.

1. **Licensee Caused Damage.** If Licensee caused the damage described in this Section, Licensee shall pay for all of the full rebuilding costs, except to the extent of the waiver of subrogation set forth in this Agreement and Rent shall not be reduced.
2. **Limits of the City's Obligations Defined.** It is understood that, in the application of this Section, the City's obligations shall be limited to the repair or reconstruction of the Assigned Locations to a condition with utilities stubbed into the Assigned Locations suitable for Licensee to re-build. Redecoration, Improvements, Trade Fixtures, inventory and replacement of all of Licensee's furniture, equipment, inventory and supplies shall be the sole responsibility of Licensee and any such redecoration and refurnishing/re-equipping shall be of equivalent quality to that originally installed under the terms of this Agreement.
3. **No Duty to Protect.** Protection against loss by fire or other casualty to any of the contents of the Assigned Locations shall not, at any time, be an obligation of the City.

#### **E. Release**

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

### **SECTION 23 – COMPLIANCE WITH ALL LAWS AND REGULATIONS**

#### **A. No Prohibited Use**

Licensee agrees not to use or permit the Assigned Locations to be used for any purpose not authorized hereunder or prohibited by the laws of the United States or the State of Colorado, the ordinances or Charter of the City and County of Denver, and it further agrees that it will use the Assigned Locations in accordance with all applicable federal, state and local laws and all general rules and regulations adopted by the City or the Manager for the management, operation and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations or actions of the Federal Aviation Administration or other authorized federal agency. Nor will the Licensee do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the Assigned Locations or elsewhere, or do or permit to be done anything which may interfere with free access and passage in the Terminal or in the streets and sidewalks adjacent thereto, or do or permit to be done any act or thing upon the Assigned Locations or upon any other portion of the Airport which will invalidate or conflict with any fire insurance policies covering the Assigned Locations or any part thereof or which, in the opinion of the Manager, may constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated herein and elsewhere at the Airport. Licensee further agrees to submit any report,

reports or information which the City is required by law or regulation to obtain from Licensee or which the Manager may request relating to Licensee's operations.

**B. Prevailing Wages**

Licensee shall require its contractor and sub-contractors performing any work at DIA that is covered by §20-76 of the Denver Revised Municipal Code to pay every worker, laborer or mechanic employed by them in the performance of the fabrication and placement of improvements on the Locations Subject to this Agreement prevailing wages, including fringe benefits or their cash equivalent, for the same class and kind of work in the City and County of Denver, as determined by the Career Service Board under the provisions of Section 20-76 of the Denver Revised Municipal Code and shall furnish to the City for each week during which covered work was performed copies of certified payroll records for all such workers. In the design and construction of improvements, if any, to any Location Subject to this Agreement, Licensee agrees to comply with the Minority Business Enterprises and Women Business Enterprises requirements of Article III, Divisions 1 and 3 of Chapter 28, of the Denver Revised Municipal Code, or applicable successor ordinance, and any rules and regulations issued by the Manager of the Division of Small Business Opportunity ("DSBO"), a division of the Mayor's Office of Economic Development.

**C. Americans with Disabilities Act**

Without limiting the foregoing, Licensee shall determine and assess the requirements to design, construct, operate and shall at all times maintain the Assigned Locations in accordance with and in compliance with the requirements of the Americans with Disabilities Act, 42 USC §12,000 et seq., including the ADA Accessibility Guidelines and all federal regulations adopted pursuant to the ADA. In the event that compliance cannot be achieved, Licensee shall proceed formally to the federal agency having jurisdiction for a waiver of compliance. If, as a result of Licensee's use or occupancy of the Assigned Locations, or the making of any alterations, additions, or improvements therein, any additions, alterations, or improvements must be made by the City to any part of the Airport in order to comply with any requirements of the ADA, or any other laws, codes or regulations, Licensee shall reimburse the City, on demand, for the costs incurred by the City to effect such compliance.

**D. MBE/WBE**

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

**E. 49 CFR Part 23/ACDBE Obligation**

This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Licensee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Licensee agrees to include the above statements in any subsequent concession, subagreement agreement, or other contract covered by 49 CFR Part 23 that it enters into and to cause those businesses to similarly include the statements in further agreements. The DSBO will also establish ACDBE concession specific goals as a percent of annual gross receipts for the Program to be undertaken by the Licensee under this Agreement. The Licensee agrees that it shall make good faith efforts, and cause its Operators to make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the concession specific goals for ACDBE participation in the performance of the Program. Licensee acknowledges that any action or failure to act by it which violates the ACDBE requirements of this Agreement constitutes a material breach of this Agreement, which shall entitle the City to exercise all of its rights at law or equity for such material breach.

**F. Colorado Open Records Act**

1. The Licensee acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and all documents prepared or provided by Licensee 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 the Licensee to the City shall be considered confidential by the City only to the extent provided in the Open Records Act and the Licensee agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City. The Licensee agrees that it will fully cooperate with the City in the event of a request for disclosure of such documents or a lawsuit arising under such act for the disclosure of any documents or information, which the Licensee asserts, is confidential and exempt from disclosure.
2. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Licensee of such request in order to give the Licensee the opportunity to object to the disclosure of any of material the Licensee may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Licensee agrees it will either intervene in such lawsuit to protect materials the Licensee does not wish disclosed, or waive any claim of privilege or confidentiality. If the Licensee chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Licensee agrees to defend, indemnify, and save and hold harmless the City,

its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Licensee's intervention including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

#### **G. Wages and Benefits**

The City may periodically review the Licensee's records to verify compliance with this section. Licensee shall offer health insurance with optional family coverage for all full time Licensee employees employed at the Airport. Proof of the health care plan shall be provided to the City upon request. Licensee shall maintain throughout the term of this Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). The City may review Licensee's FLSA employee records to verify compliance with this provision.

#### **H. 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 otherwise may be provided herein, Licensee shall also prohibit consumption of alcohol within Locations Subject to this Agreement. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Licensee from City facilities or participation in City operations.

#### **I. City Smoking Policy**

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

#### **J. Airport Security**

- 1. Security Procedures.** Licensee shall submit to the City for review, at least thirty (30) days prior to the Required Opening Date, written operating and security procedures for its operations hereunder. Licensee shall revise such operating and security procedures as necessary to obtain City approval of them.
- 2. Compliance with Airport Security.** It is a material requirement of this Agreement that the Licensee shall comply with all rules, regulations, written policies and authorized 60 directives from the City and/or the Transportation Security Administration with respect to Airport security. Licensee 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. Licensee understands and acknowledges that its ability to remain open and sell the items it is authorized to sell under this Agreement is subject to changes in alert status as determined by TSA. Violation by Licensee or any of its employees of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall constitute a material breach of this Agreement and any person who violates such rules may be subject to revocation of his/her access authorization. Licensee will reimburse the City, in full, for any fines or penalties levied against the City for security violations as a result of any actions on the part of Licensee, its agents, contractors, suppliers, guests, customers or employees and for any attorney fees or related costs paid by the City as a result of any such violation. The Licensee shall return to the City at the expiration or termination of this Agreement, or upon demand by the City all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Licensee fails to do so, the Licensee shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Licensee under this Agreement. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the Term (or any extended term) of this Agreement, the Licensee shall take immediate steps to comply and assist its Operators with compliance with security modifications which occur as a result of the changed status. The Licensee may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Licensee's operations at the Airport.

#### **K. Grant Assurances**

This Agreement is subject to the provisions of any agreement made between City and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the FAA's Airport Improvement Program, or in order to impose and use passenger facilities charges under 49 U.S.C. Section 40117 or any successor thereto.

#### **L. Amendment**

In the event that the FAA, TSA, or other governmental authority of competent jurisdiction, shall require any modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport to use or impose Passenger Facility Charges, or if it is necessary to modify this Agreement to comply with the requirements of Applicable Law, including regulations, orders and decisions of the FAA or TSA, City shall notify Licensee in writing. If the Parties are unable to agree upon and execute a suitable amendment within the time frame required by the governmental authority, Licensee agrees that City may unilaterally modify this Agreement, upon advice of its legal counsel, as may reasonably be required to obtain such funds or comply with law. Nothing herein shall preclude Licensee from contesting such orders or decisions, but Licensee shall abide by the unilateral modification by City until such time if any as such governmental authority's order or decision is stayed, rescinded or

invalidated as long as such stay, rescission or invalidation remains in effect. In no event will Licensee be required, pursuant to this subsection, to pay rent.

**M. Noise, Odors, Vibrations and Annoyances**

Licensee shall conduct its operations in an orderly and proper manner so as not to commit any nuisance in the Assigned Locations or annoy, disturb or be offensive to others in the Terminal Complex. Licensee 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 and to maintain the lowest possible sound level in their operations. No pets are allowed (except as may be permitted or required by law with respect to persons with disabilities) and no lighting device, radio, television, microphone, loudspeaker, telephone, megaphone or other similar device which the City determines to be annoying or offensive shall be used in or about the Assigned Locations unless prior authorization is given by the City.

**SECTION 24 – MISCELLANEOUS**

**A. Agreement Binding Upon Successors**

This Agreement, subject to the provisions of the Section entitled "Assignment," shall be binding upon and shall inure to the heirs, personal representatives, successors and assigns of the City and Licensee where permitted by this Agreement. The term "Licensee" shall include an assignee or sub lessee from the Licensee on any assignment or sublease approved by the City, but no such assignment or sublease shall be approved or shall have any effect unless the Licensee and its proposed assignees or sub lessee shall thereafter be jointly bound thereby as the Licensee hereunder. Moreover, in the event the Licensee is authorized to assign, or sublet to, or contract with, a third party to sell any item or perform or provide any service, Gross Revenues as used herein shall include the total gross revenues generated by the performance or sale by such third party, and not the amount received by the Licensee from such third party.

**B. Agreement Made in Colorado; Venue**

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado and the Charter and Ordinances of the City and County of Denver and the Parties agree that venue for any action arising from this Agreement shall be in the District Court in and for the City and County of Denver. The Licensee agrees that any and all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Licensee at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

**C. Agreements with the United States**

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

the extension, expansion or development of the Airport or airport system. The provisions of the attached Appendices 1, 2, 3 and 10 are incorporated herein by reference.

**D. Agreement Subject to Aviation Priority**

Licensee's right to use the Assigned Locations for the purposes as set forth in this Agreement shall be secondary to, and subordinate to, the operation of the Airport. Licensee acknowledges that because of the location of the Assigned Locations at the Airport, noise, vibrations, fumes, debris and other interference with the Permitted Use will be caused by Airport operations. Licensee hereby waives any and all rights or remedies against the City arising out of any noise, vibration, fumes, debris and/or interference that is caused by the operation of the Airport. The City specifically reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport together with the right to cause in said airspace such noise, vibration, fumes, debris, and other interference as may be inherent in the present and future operation of aircraft.

**E. Modifications Requested by FAA**

In the event that the FAA or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Licensee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to satisfy the FAA requirements.

**F. Assignment and Other Transfers**

Except as otherwise permitted herein, Licensee shall not assign, transfer, sublicense, pledge, hypothecate, surrender, or otherwise encumber (collectively "Transfer"), or dispose of this Agreement or any interest created by this Agreement, or any interest in any portion of the same, nor grant any Agreement or concession hereunder, or permit any other person or persons, company or corporation to occupy a Location Subject to this Agreement, without first obtaining the written consent of the Manager, which consent may be granted or denied in the sole and absolute discretion of the Manager. Any attempt by the Licensee to in any way Transfer its interest in this Agreement, in whole or in part, directly or indirectly (including any attempt to transfer the ownership of the equity or voting interest in the stock if Licensee is a corporate entity or the ownership interest in such other entity or control of Licensee or Licensee's operations through sale, exchange, merger, consolidation or other such Transfer), without the prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of the Licensee hereunder. These restrictions on Transfer shall also apply to assignment of activities, uses, privileges, and obligations authorized under this Agreement.

The City's consent to a Transfer shall not include consent to enlarge the Term or modify other material provisions of this Agreement. The City's consent to a Transfer shall not constitute a release of liability of Licensee pursuant to the requested Transfer. The City's consent to one such Transfer shall not be deemed consent to subsequent Transfers.

In addition to the foregoing, the interest of the Licensee in the equipment installed at the Airport shall not be subject to assignment, alienation or pledge, without the prior written consent of the



Manager, which shall not be unreasonably withheld. With such consent by the Manager, Licensee may grant a security interest in the associated equipment to a lender to secure financing for such equipment provided that such lender agrees that the City shall retain the rights reserved to it under this Agreement and after notice to the City by the lender of Licensee's default and a declaration of lender's rights to immediate possession of the equipment under any financing agreement Licensee may have with the lender, the City may terminate this Agreement for cause and pay to the lender for the benefit of Licensee the unamortized value of the equipment the City desires to retain, but excluding Licensee's Pursuit Costs; and thereafter, Licensee and the lender will take all steps required to transfer to the City good and marketable title to all tangible and personal property of the Licensee for which payment was made. The Licensee agrees that it shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto. Lender must further agree that all financing statements or instruments or other such agreements that relate to the equipment or that effect this Agreement in any way, whether now existing or made in the future, shall be subject and subordinate to this covenant. Also, Lender must agree to attach this Agreement (or a memorandum of this Agreement containing the terms and provisions hereof sufficient to put third parties on notice of the existence of this Agreement, the subordination of the security interest to the City's purchase rights under this Agreement, and the remaining rights of the City under this paragraph with respect to such security interest) to any agreement, financing statement or instrument or other such agreement filed with any public agency for the purpose of recording Lender's security interest in the equipment.

#### **G. Bond Ordinances**

This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Airport and airport system and to any other bond ordinances, which should amend, supplement or replace such bond ordinances. The Parties to this Agreement acknowledge and agree that all property subject to this Agreement which was financed by the net proceeds of tax-exempt bonds is owned by the City, and 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 the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the 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 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.

#### **H. Force Majeure**

Neither Party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that Party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such Party is not responsible or which is not in its power to control. A lack of funds, however, will never be deemed beyond a Party's power to control, but in no event shall this paragraph be construed so as to allow Licensee to reduce or abate its obligation to pay the MAG or Percentage Compensation Fee herein, or any other compensation due

hereunder.

**I. Inconveniences During Construction**

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

**J. Master Plan**

Licensee agrees that no liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master layout plan for the Airport, and waives any right to claim damages or other consideration arising therefrom.

**K. Future Concessions Planning**

Licensee agrees that no liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future planning for the Airport's concessions program, and waives any right to claim damages or other consideration arising therefrom.

**L. Nondiscrimination**

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

**M. Not Partnership**

It is understood and agreed by and between the Parties hereto that the status of the Licensee shall be that of an independent contractor. Notwithstanding the provisions herein for payment by Licensee to City of sums based upon a percentage of Gross Revenues, it is further expressly understood and agreed that the City shall not be construed by a third party or held by Licensee to be a partner, associate or joint venture partner of Licensee in the conduct of its business. Licensee shall at all times have the status of an independent contractor and is not intended nor shall it be construed that the Licensee, its employees or sub contractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever with any right or City authority to impose tort or contractual liability upon the City. The Licensee has no authority to bind the City on any contractual matters. Final approval of all contractual matters that obligate the City must be by the City as required by Charter and Ordinance.

**N. Notices**

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

to City:

Manager of Aviation  
Denver International Airport  
Airport Office Building, 9th Floor  
8500 Pena Boulevard  
Denver, CO 80249-6340

with a copy to:

Deputy Manager of Aviation, Commercial  
Denver International Airport  
Airport Office Building, 9th Floor  
8500 Pena Boulevard  
Denver, CO 80249-6340

to Licensee: At the address and to the attention of the person so designated on the Summary Page.

Either Party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to the intended Party and receives as follows: all notices required or permitted under this Agreement must be in writing and will only be deemed properly given and received (i) when actually given and received, if delivered in person to a Party who acknowledges receipt in writing; or (ii) one business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (iii) three business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid. All such notices must be transmitted by one of the methods described above to the Party to receive the notice at the address for such Party as stated in this Agreement or, in either case, at such other address(es) as either Party may notify the other of according to this Section.

**O. 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 Agreement.

**P. Exhibits A, D, D1, E, H and L**

The Parties agree that *Exhibits A, D, D1, E, H and L* may be modified from time to time as provided herein without the requirement of a formal amendment to this Agreement.

**Q. Patents and Trademarks**

Licensee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under this Agreement. Licensee will not utilize any protected patent, trademark or copyright, including any patents, trademarks or copyrights owned by the City, in its operations under this Agreement unless it has obtained proper permission and all releases and other necessary documents. Licensee 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 Licensee under this Agreement.

**R. Severability**

If any part, portion or provision of this Agreement or application thereof shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby. The validity of the remaining portions or provisions or application thereof shall not be affected if the intent of the Parties can be fulfilled and all other parts, portions and provisions of this Agreement shall remain in full force and effect. No oral representations or other agreements have been made except as specifically stated in this Agreement.

**S. Authority to Enter into Agreement**

The person(s) signing this Agreement represents and warrants that s/he possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of Licensee represents and warrants that s/he has been fully authorized by Licensee to execute this Agreement on behalf of Licensee and validly and legally bind Licensee to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either Licensee or the person signing the Agreement to enter into this Agreement.

**T. No Construction Against Drafting Party**

This Agreement is the result of arms length negotiations between the City and Licensee and each of the Parties acknowledge that they and their respective counsel have had the opportunity to review and revise this Agreement. Therefore, the Parties agree that any ambiguity in this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions were prepared by a particular Party.

**U. Third Parties**

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Licensee, and nothing contained in this Agreement shall 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 the City) any right to claim damages or to bring any suit, action or other proceeding against either the City or the Licensee because of any breach hereof or because of any failure to comply with of any of the terms, covenants,

agreements and conditions herein. It is the express intention of the City and the Licensee that any other person other than the City or the Licensee receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

**V. Advertising and Public Disclosures**

The Licensee shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings and technical data which have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

**W. Waiver of Claims**

Licensee hereby waives any claim against the City for consequential, special or punitive damages, including, without limitation, loss of anticipated profits caused by any suit or proceedings attacking the validity of this Agreement, or any part of this Agreement, or by any judgment or award in any suit declaring this Agreement null, void, or voidable, or delaying this Agreement or any part of it being carried out or the enforcement of this Agreement.

**X. Number of Gender**

The use herein of the singular shall include the plural, and use of the masculine, feminine, or neutral genders shall include all others.

**Y. Joint and Several Liability**

If Licensee is a partnership or other business organization, the members of which are subject to personal liability, the liability of each such member shall be deemed to be joint and several.

**Z. 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, and Licensee shall indemnify and hold the City harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorney fees in connection therewith).

**AA. No Limit on City's Powers**

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

**AB. War or National Emergency**

During the time of war or national emergency, the City shall have the right to lease the Airport or

any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with this Agreement to the Government shall be suspended, and in that event, a just proportionate part of the MAG hereunder shall be abated.

**AC. Survival of Certain Contract Provisions**

The Parties understand and agree that all terms and conditions of this Agreement, (such as the indemnity agreement set forth herein) which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the Term (or any extended term) or otherwise) shall survive the expiration or earlier termination of this Agreement and shall continue to be fully enforceable as provided herein.

**AD. Agreement as Complete Integration; Amendments**

The City and Licensee each warrant and represent to each other that this Agreement constitutes their legal, valid and binding obligation and that the provisions herein including all Exhibits and other documents incorporated by reference, contain the entire agreement and are intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in a written amendment to this Agreement properly executed by the Parties. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment or other agreement executed with the same formality as this Agreement. This Agreement and any subsequent amendments, form the entire agreement between the parties and are fully binding on the Parties, their successors and assigns. No oral representations by any officer, official, employee or agent of the City and no other agreement at variance with the terms and conditions of this Agreement herein have been made.

**AE. Final Approval; Counterparts**

This Agreement, which 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, may be executed in two or more counterparts, each of which will be deemed an original signature page to this Agreement.

**AF. Electronic Signatures and Electronic Records**

Licensee consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties hereunto set their hands and affixed their seals at Denver, Colorado as of the day on the City's signature page.

**Contract Control Number: 201205012**

**Vender Name: CLEAR CHANNEL OUTDOOR, INC**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

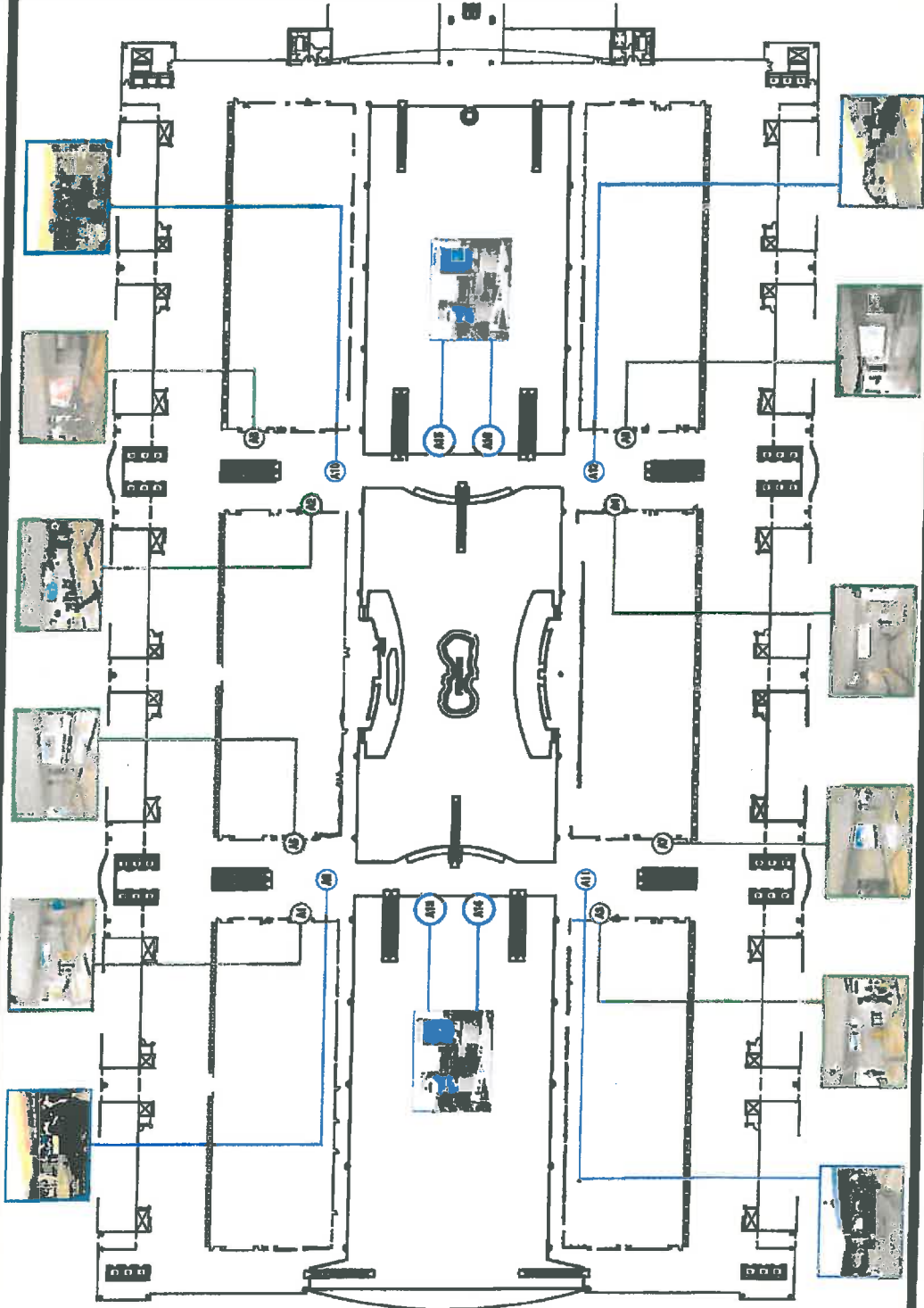
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(please print)

**EXHIBIT A**  
**ASSIGNED LOCATIONS**



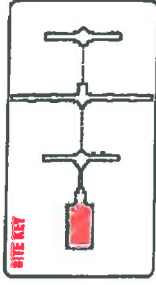
Exhibit A

# DENVER INTERNATIONAL AIRPORT: JEPPESEN TERMINAL - DEPARTURES LEVEL 6: 08-March-2012



- ITEM #
- A1
- A2
- A3
- A4
- ITEM #
- A5
- A6
- A7
- A8
- ITEM #
- A9
- A10
- A11
- A12
- ITEM #
- A13
- A14
- A15
- A16

# Locations: 16



THE EMPLOYER HAS CONDUCTED ALL REASONABLE SEARCHES AND CHECKS OF THE CHANGES ARE REVIEWED AND JUST A COPY ON THE WORKED UNDER COMPANY'S A.S. ETC. THIS IS TO BE USED ONLY FOR REFERENCE TO CALL A.S. ETC. IF THE EMPLOYER WOULD BE INTERESTED IN THIS INFORMATION, PLEASE CONTACT THE EMPLOYER AT THE FOLLOWING ADDRESS:

MPAA (MPAA) TYPE REPLACES TO THE EMPLOYER (EMPLOYER) AND SUPPLY SUPPLEMENTARY LOCATIONS. INCLUDES SUPPLEMENTARY LOCATIONS.



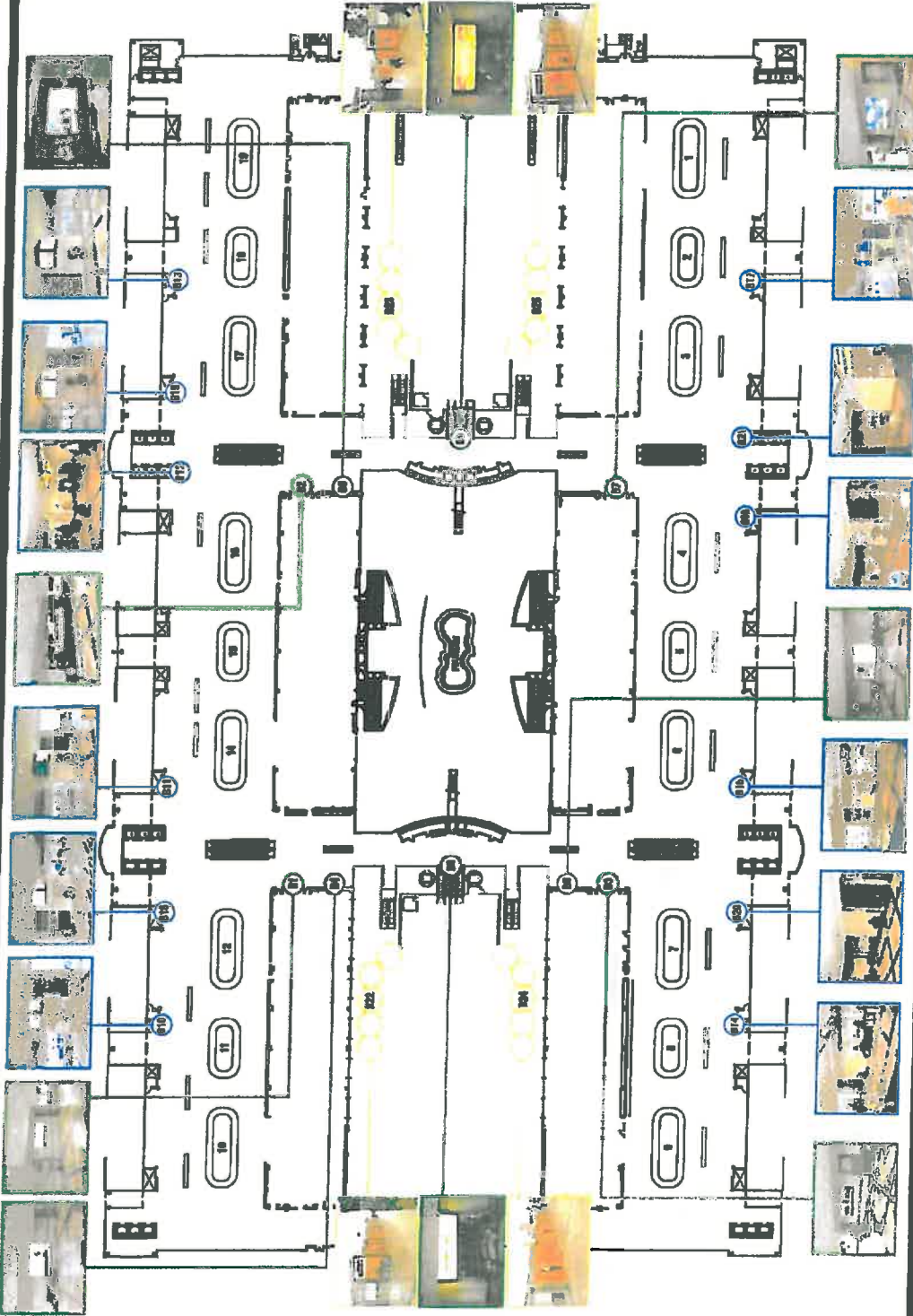
EXHIBIT A: SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

AREA OF SEARCH: DEPARTURES LEVEL 6  
 COMMERCIAL BLDG. 08-March-2012

DEN-TC-U6

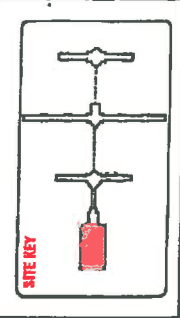
Exhibit A

# DENVER INTERNATIONAL AIRPORT: JEPPESEN TERMINAL - ARRIVALS LEVEL 5: 08-March-2012



- 01 02 03
- 04 05 06 07 08 09
- 10 11 12 13 14 15 16 17
- 18 19 20 21 22 23 24 25
- 26 27 28 29 30 31 32 33 34 35 36 37
- 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52
- 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

# Locations: 25



THE NUMBER AND TYPE OF LOCATIONS ALL POSSIBLE DAMAGE AND REPAIR LOCATIONS SHOULD BE IDENTIFIED AND LISTED IN THE DAMAGE REPORT. IF THE DAMAGE AND REPAIR LOCATIONS ARE IDENTIFIED AND LISTED IN THE DAMAGE REPORT, THE DAMAGE REPORT WILL BE MORE EFFECTIVE IN IDENTIFYING THE DAMAGE AND REPAIR LOCATIONS. IF THE DAMAGE AND REPAIR LOCATIONS ARE NOT IDENTIFIED AND LISTED IN THE DAMAGE REPORT, THE DAMAGE REPORT WILL BE LESS EFFECTIVE IN IDENTIFYING THE DAMAGE AND REPAIR LOCATIONS.

EXHIBIT A: SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

AREA OF SERIAL: ARRIVALS LEVEL 5  
 SERIAL DATE: 08-March-2012

DEN-BC-LS.1

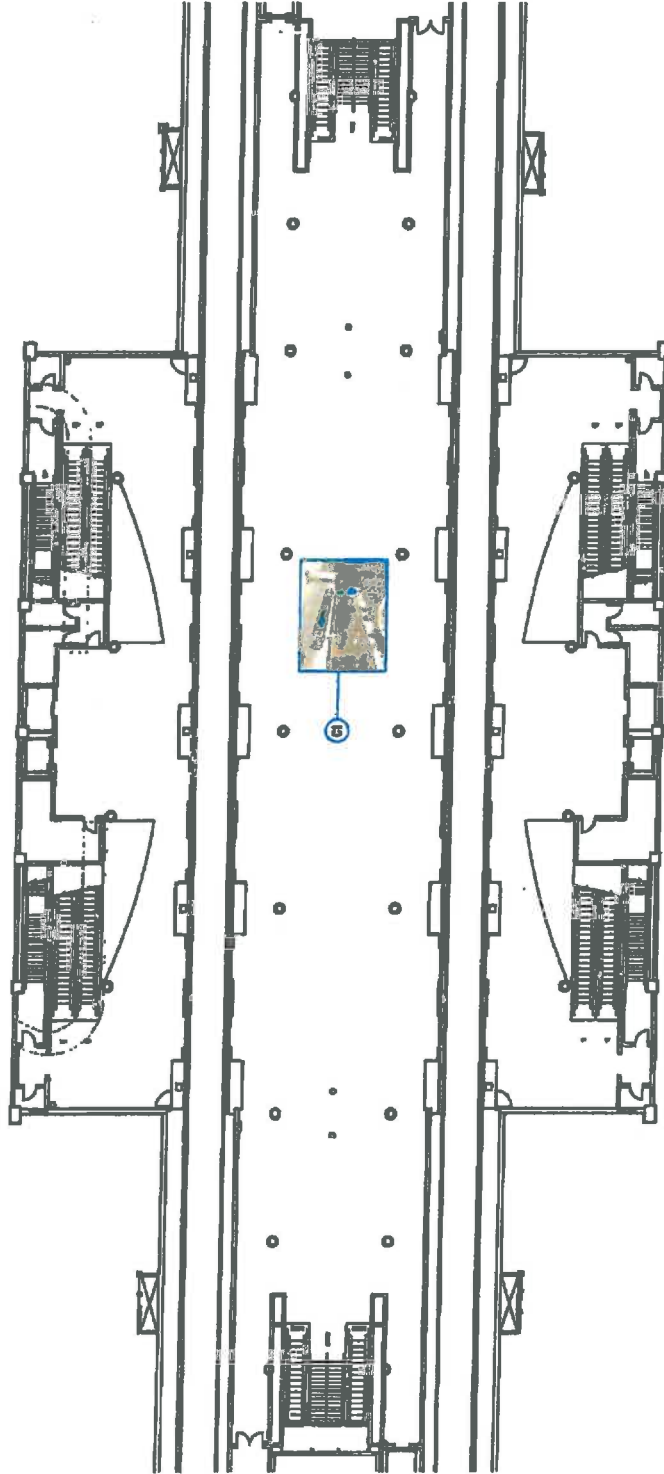


Exhibit A

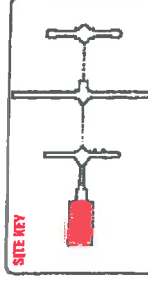
# DENVER INTERNATIONAL AIRPORT: JEPPESEN TERMINAL - LEVEL 4: 08-March-2012

THE ABOVE CASE NUMBER

51



# Locations: 1



THIS REPORT IS INTENDED TO PROVIDE INFORMATION TO THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

IF THE CHANGES ARE APPROVED AND JUST A FEW OF THE UNPLANNED CHANGES (FOR EXAMPLE A, A2, A3, ETC), THEY WOULD NOT BE NECESSARY TO CALL OUT THE SPECIFIC. IF THE CHANGES ARE APPROVED THEN THE CHANGES SHOULD BE RECONSIDERED BY THE ARCHITECTURAL TEAM.

MEDIA DATA TYPE IS RELATED TO THE INTERNAL LOCATION. AND SHOULD BE USED TO IDENTIFY THE LOCATION. RELEVANT INTERNAL LOCATION.

EXHIBIT A: SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

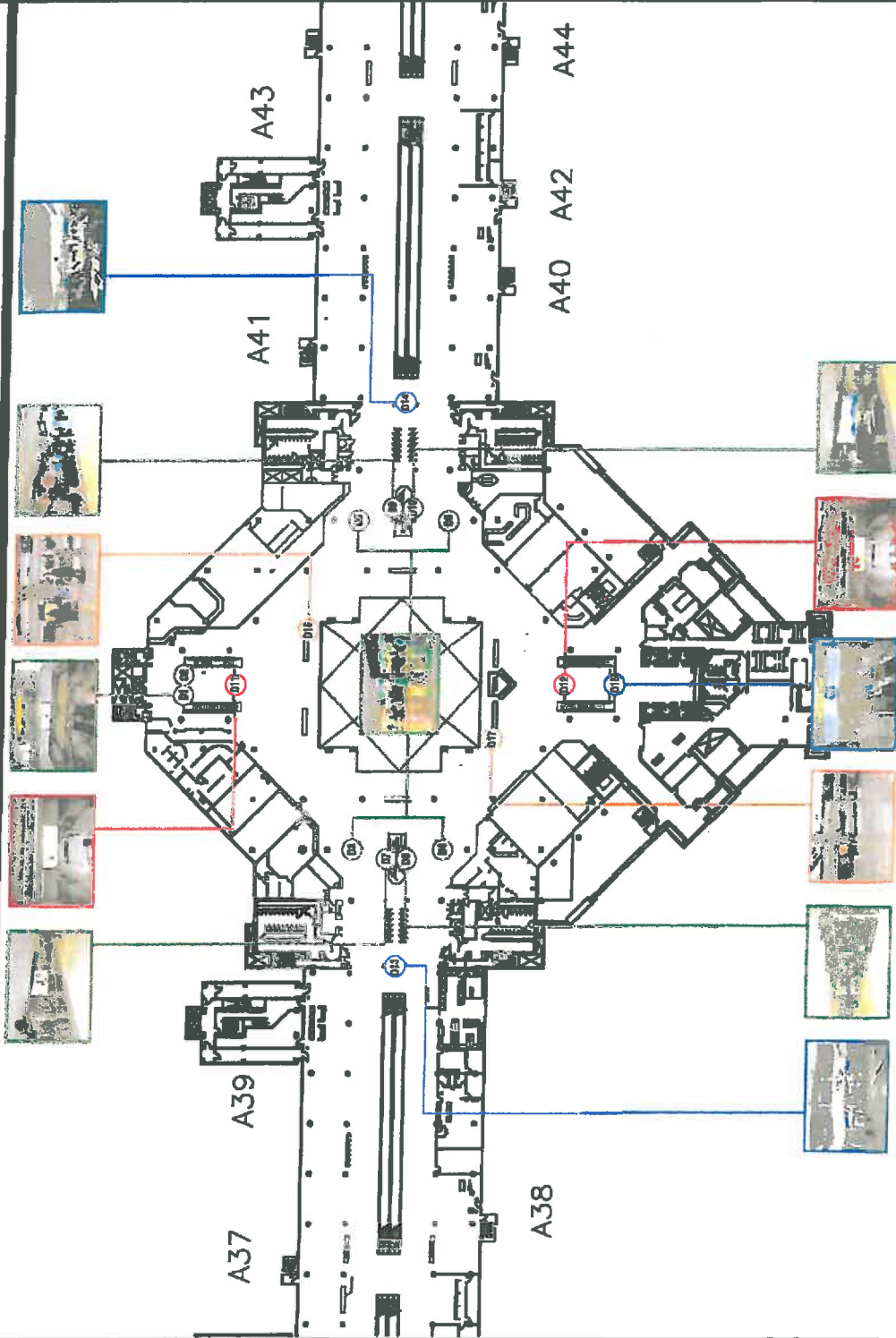
AREA OF MEDIA: LEVEL 4  
SUBMITTAL DATE: 08-March-2012

DEN-TM-L4



Exhibit A

# DENVER INTERNATIONAL AIRPORT: CONCOURSE A - CENTRAL MEZZANINE AREA LEVEL 6: 08-March-2012

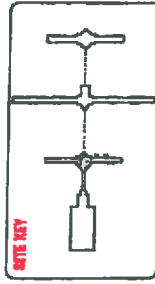


**LEGEND**

- D1, D2: [Symbol]
- D3, D4, D5, D6, D7: [Symbol]
- D8, D9, D10, D11, D12: [Symbol]
- D13, D14, D15: [Symbol]
- D16, D17: [Symbol]

**LOCATION KEY**

# Locations: 17



THIS PLAN IS A PROPERTY OF CLEAR CHANNEL AIRPORTS. ALL RIGHTS ARE RESERVED TO THE CLEAR CHANNEL AIRPORTS GROUP.

IF THE CHANGES ARE SIGNIFICANT AND NOT A PART OF THE REPORTED SCOPED SEARCH AS A RESULT, THE CLIENT SHOULD NOT BE NECESSARY TO CALL OUT THE SEARCH. THE CHANGES ARE MORE INVOLVED THAN THE CHANGES SHOULD BE (STRUCTURE, ETC.)

SEARCH DISPLAY TYPE REPLACED TO THE SEARCH LOCATIONS. ALSO SUPPLEMENTARY LOCATIONS. FOR MORE ON THIS LOCATION.



EXHIBIT A: SIGNATURE \_\_\_\_\_

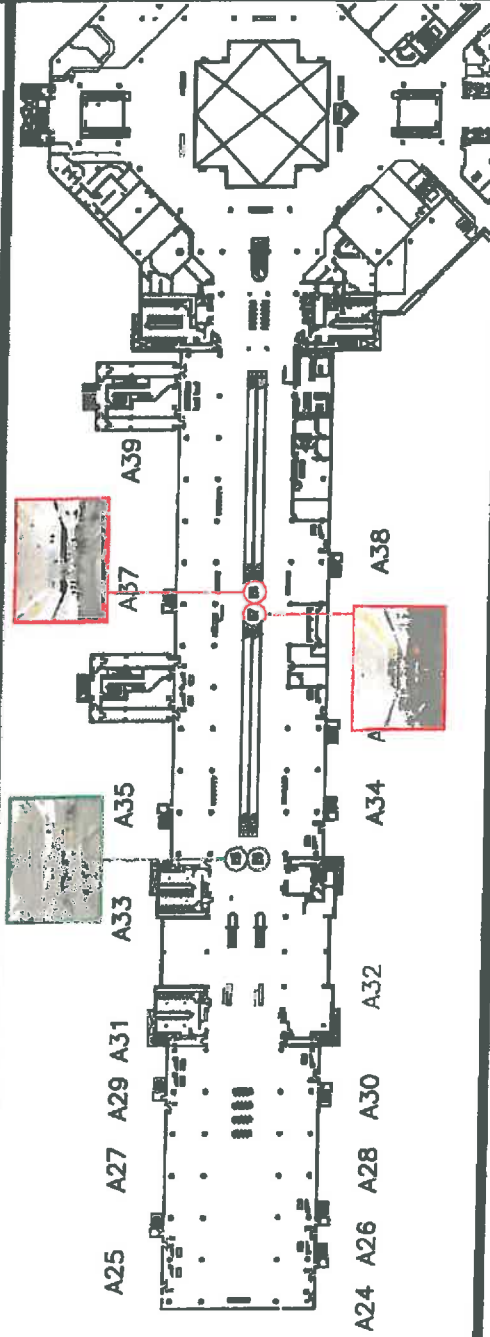
DATE \_\_\_\_\_

AREA OF INTEREST: CONCOURSE A - CENTRAL MEZZANINE  
INITIAL DATE: 08-March-2012

DEN-CAM-L6

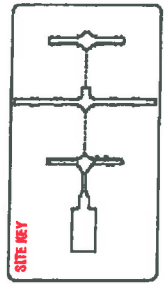
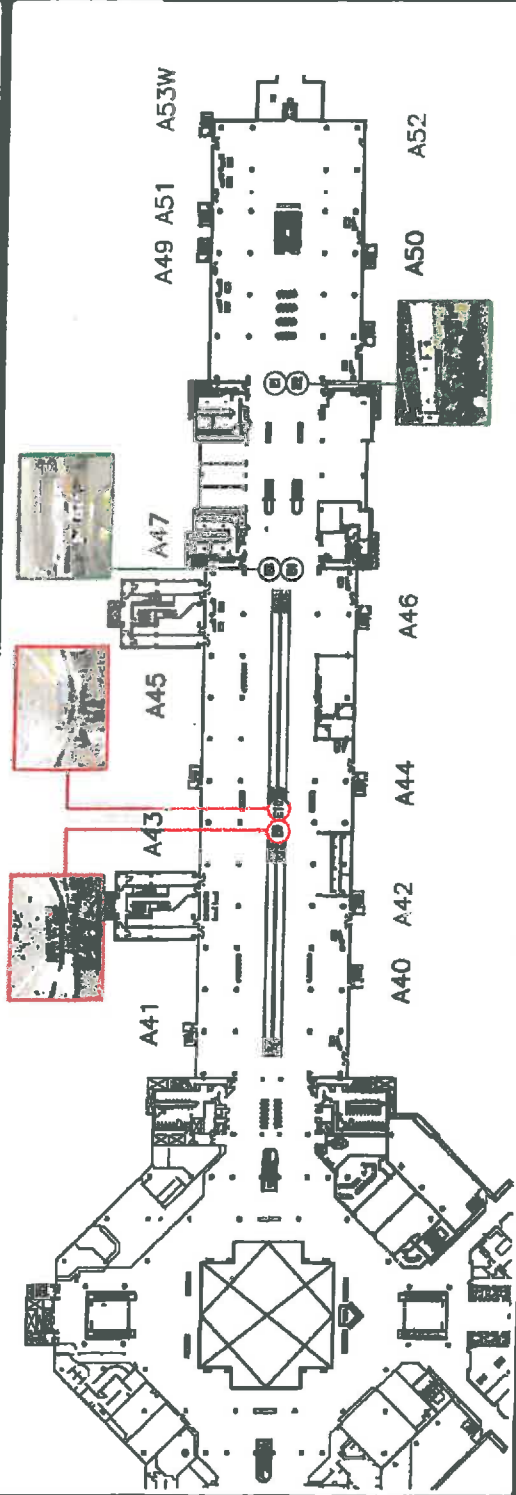
Exhibit A

# DENVER INTERNATIONAL AIRPORT: CONCOURSE A - WEST AND EAST WINGS: 08-March-2012



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# Locations: 10



IF THE CONCOURSE ARE DAMAGED AND JUST A REPAIR ON THE UPPER FLOOR IS REQUIRED, A.D. ALL ETC. VISITORS SHOULD NOT BE NECESSARY TO CALL OUT THE OPERATIONS. IF THE CONCOURSE ARE DAMAGED THEN THE CONCOURSE SHOULD BE OPERATIONALITY BE

WHEN SUPPLY TYPE ONLY USED TO THE EXISTING OPERATIONS AND SUPPLYING SAFETY LOCATIONS. (LOCATIONS EXISTING LOCATIONS)



AREA OF INTEREST: CONCOURSE A - WEST & EAST WINGS  
 OPERATIONAL DATE: 08-March-2012

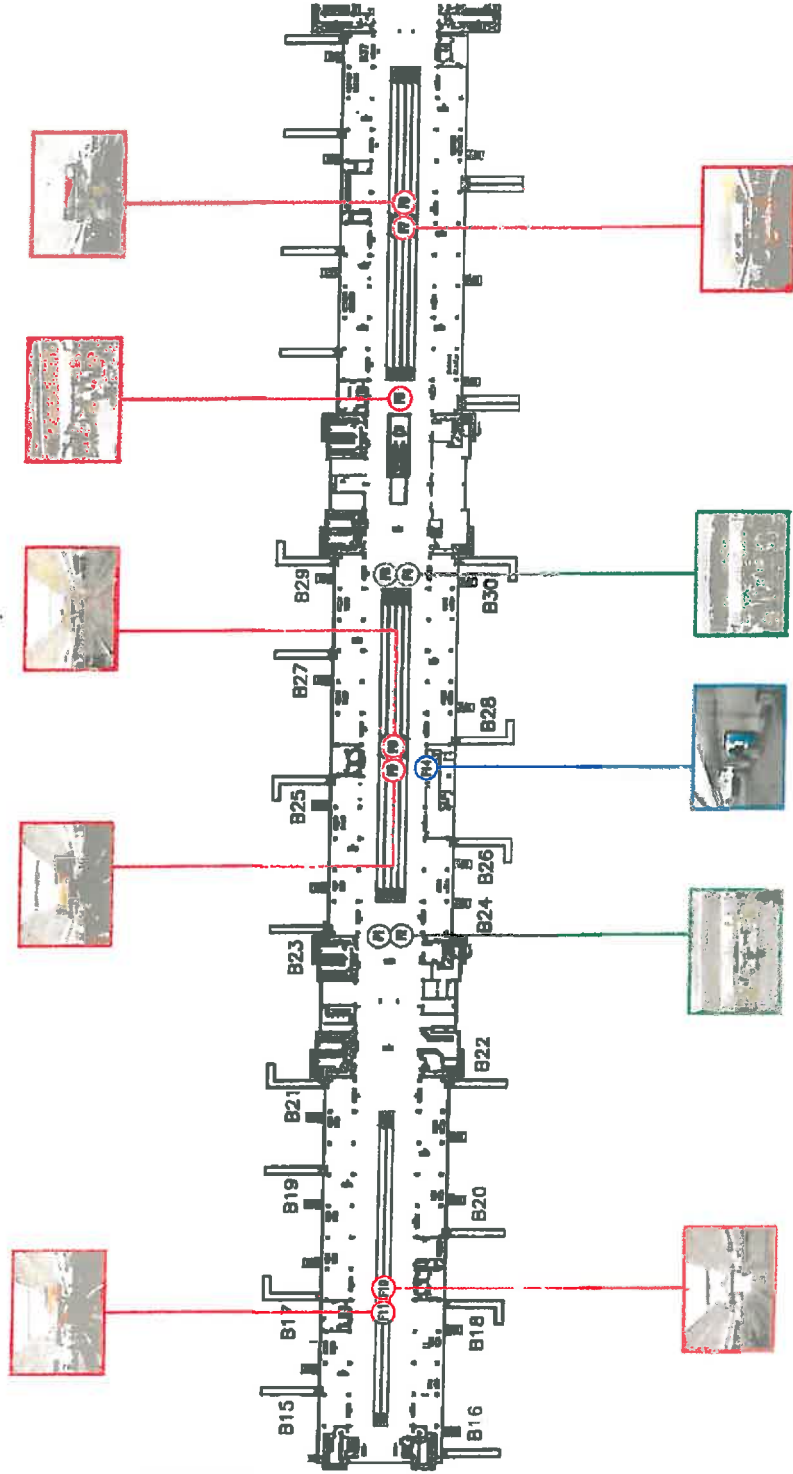
DATE \_\_\_\_\_

EXHIBIT A: SIGNATURE \_\_\_\_\_

DEN-CAEW-L6

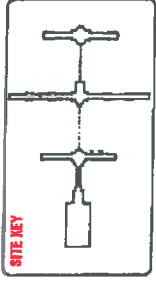
Exhibit A

# DENVER INTERNATIONAL AIRPORT: CONCOURSE B - WEST: 08-March-2012



- P1
- P2
- P3
- P4
- P5
- P6
- P7
- P8
- P9
- P10
- P11
- P12
- P13
- P14

# Locations: 12



**THE CHANGES ARE UNPAID AND JUST A REPAIR TO THE UPDATED CONCEPT (CONCIT, A, A2, A.3, ETC.), THERE IS NO NEED TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MADE WOULD THEY BE NECESSARY TO BE MADE TO THE CONCEPT? IF YES, PLEASE ADVISE US.**

**IF THE CHANGES ARE UNPAID AND JUST A REPAIR TO THE UPDATED CONCEPT (CONCIT, A, A2, A.3, ETC.), THERE IS NO NEED TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MADE WOULD THEY BE NECESSARY TO BE MADE TO THE CONCEPT? IF YES, PLEASE ADVISE US.**

**IF THE CHANGES ARE UNPAID AND JUST A REPAIR TO THE UPDATED CONCEPT (CONCIT, A, A2, A.3, ETC.), THERE IS NO NEED TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MADE WOULD THEY BE NECESSARY TO BE MADE TO THE CONCEPT? IF YES, PLEASE ADVISE US.**



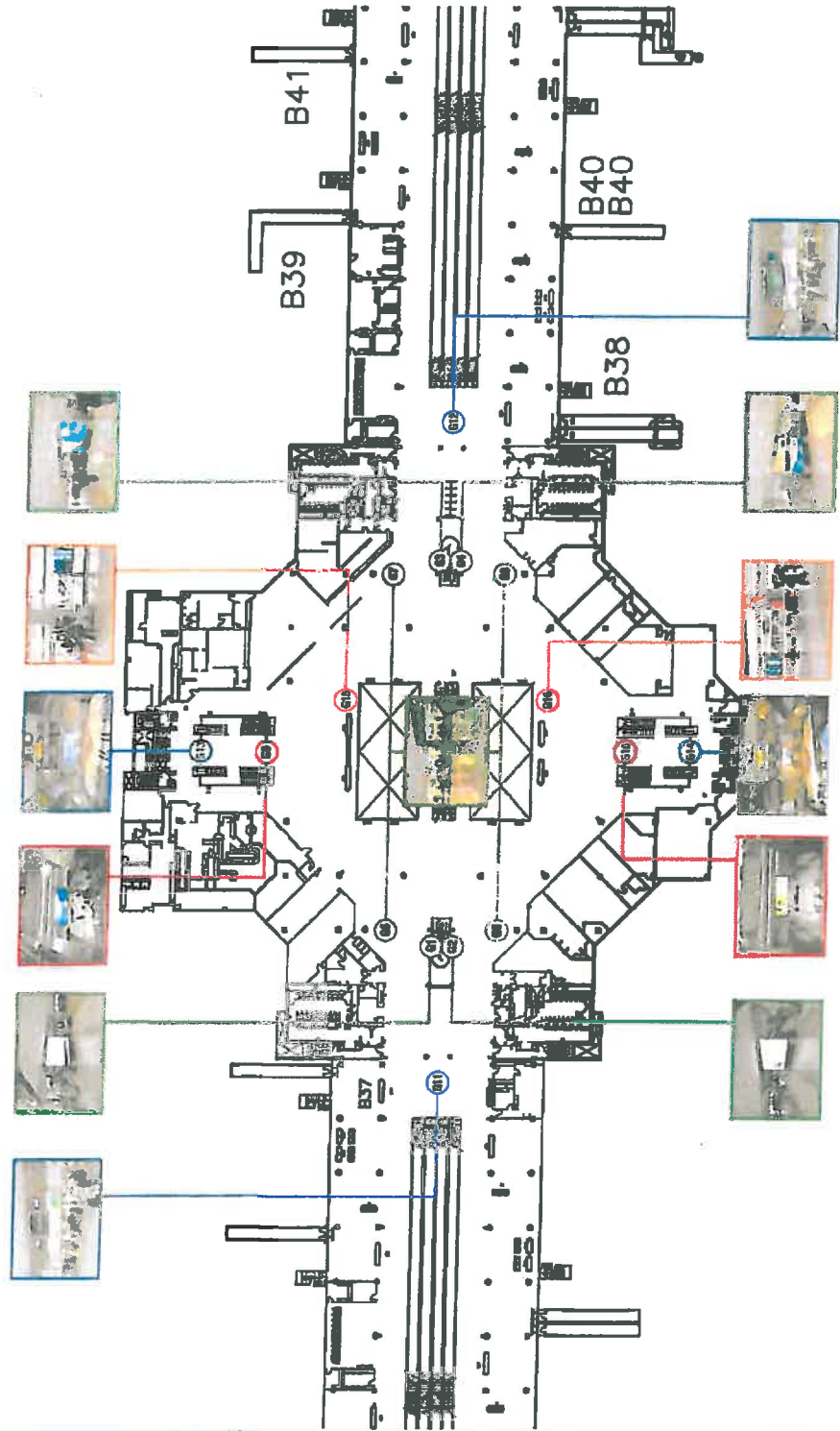
**EXHIBIT A: SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**AREA OF REVIEW: CONCOURSE B - WEST**  
**SUBMITTAL DATE: 08-March-2012**

**DEN-CBW-L6**

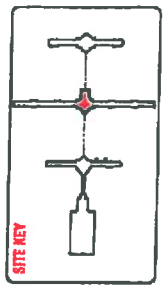
Exhibit A

# DENVER INTERNATIONAL AIRPORT: CONCOURSE B - CENTRAL MEZZANINE AREA: 08-March-2012



- 01 02 03 04
- 05 06 07 08
- 09 10 11 12
- 13 14 15 16
- 17 18 19 20
- 21 22 23 24
- 25 26 27 28
- 29 30 31 32
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- 37 38 39 40
- 41 42 43 44
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- 49 50 51 52
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- 57 58 59 60
- 61 62 63 64
- 65 66 67 68
- 69 70 71 72
- 73 74 75 76
- 77 78 79 80
- 81 82 83 84
- 85 86 87 88
- 89 90 91 92
- 93 94 95 96
- 97 98 99 100

# Locations: 16



THE AIRPORT AUTHORITY HAS REVIEWED ALL TECHNICAL DRAWINGS AND SPECIFICATIONS FOR THE PROPOSED WORK AND HAS DETERMINED THAT THE WORK IS NECESSARY TO MAINTAIN THE SAFETY AND SECURITY OF THE AIRPORT AND TO IMPROVE THE EFFICIENCY OF THE AIRPORT'S OPERATIONS. THE AIRPORT AUTHORITY HAS REVIEWED THE PROPOSED WORK AND HAS DETERMINED THAT THE WORK IS NECESSARY TO MAINTAIN THE SAFETY AND SECURITY OF THE AIRPORT AND TO IMPROVE THE EFFICIENCY OF THE AIRPORT'S OPERATIONS.



EXHIBIT A: SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

AREA OF INTEREST: CONCOURSE B - CENTRAL MEZZANINE  
 SUBMITTAL DATE: 08-March-2012

DEN-COM-L6

Exhibit A

# DENVER INTERNATIONAL AIRPORT: CONCOURSE B - EAST: 08-March-2012

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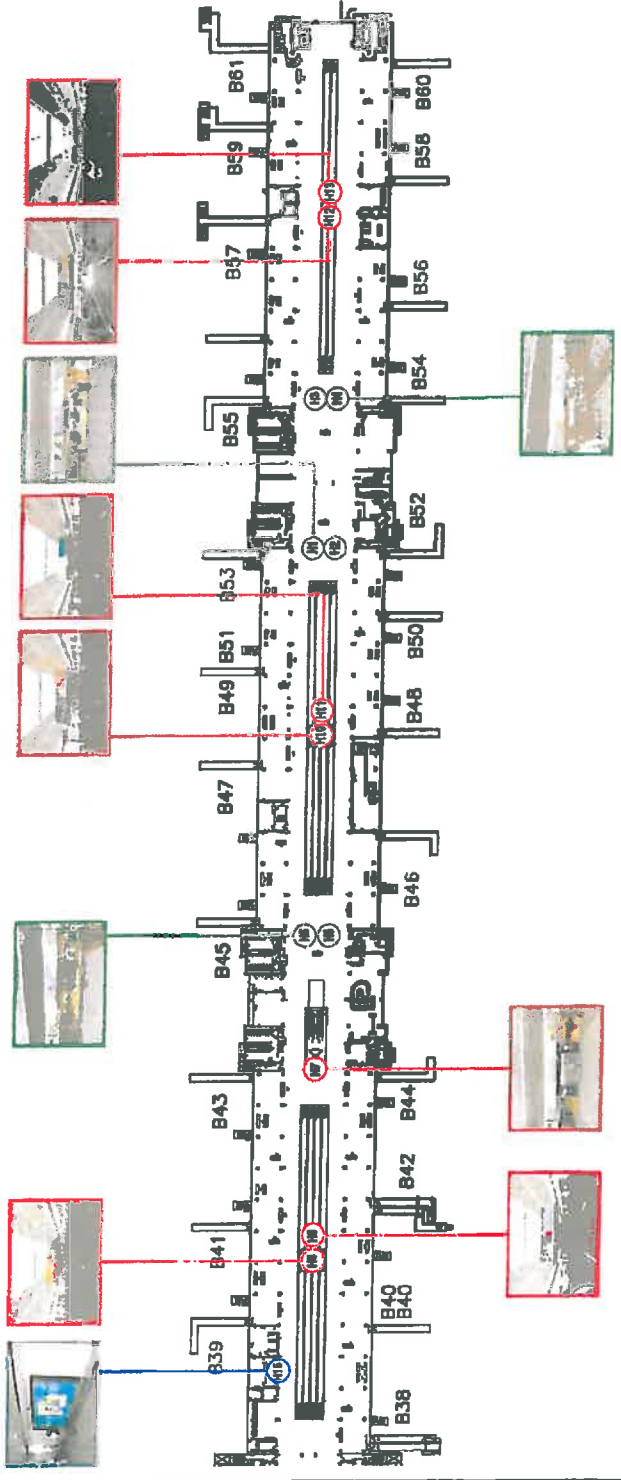
Locations: 14

SITE KEY

THIS REPORT IS A SUMMARY OF THE VISUAL SURVEY. ALL VISUAL SURVEYS ARE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING PROCEDURES:

THE CHANGES ARE CONSIDERED AND LIST A NEW OR THE EXISTING BRANDS (PARTIAL AS APPLICABLE). THE VISUAL SURVEY IS NECESSARY TO CALL OUT THE SPECIFICS. IF THE CHANGES ARE MORE INVOLVED THAN THE CHANGES WOULD BE (STRUCTURAL/MECHANICAL) IS

INDICATE NEW AIR TYPE REPLACED TO THE EXISTING LOCATIONS. ADD SUPPLEMENTARY LOCATIONS. INCLUDE EXISTING LOCATIONS.



DEN-C8E-L6

AREA OF INTEREST: CONCOURSE B - EAST  
CONSTRUCTION DATE: 08-March-2012

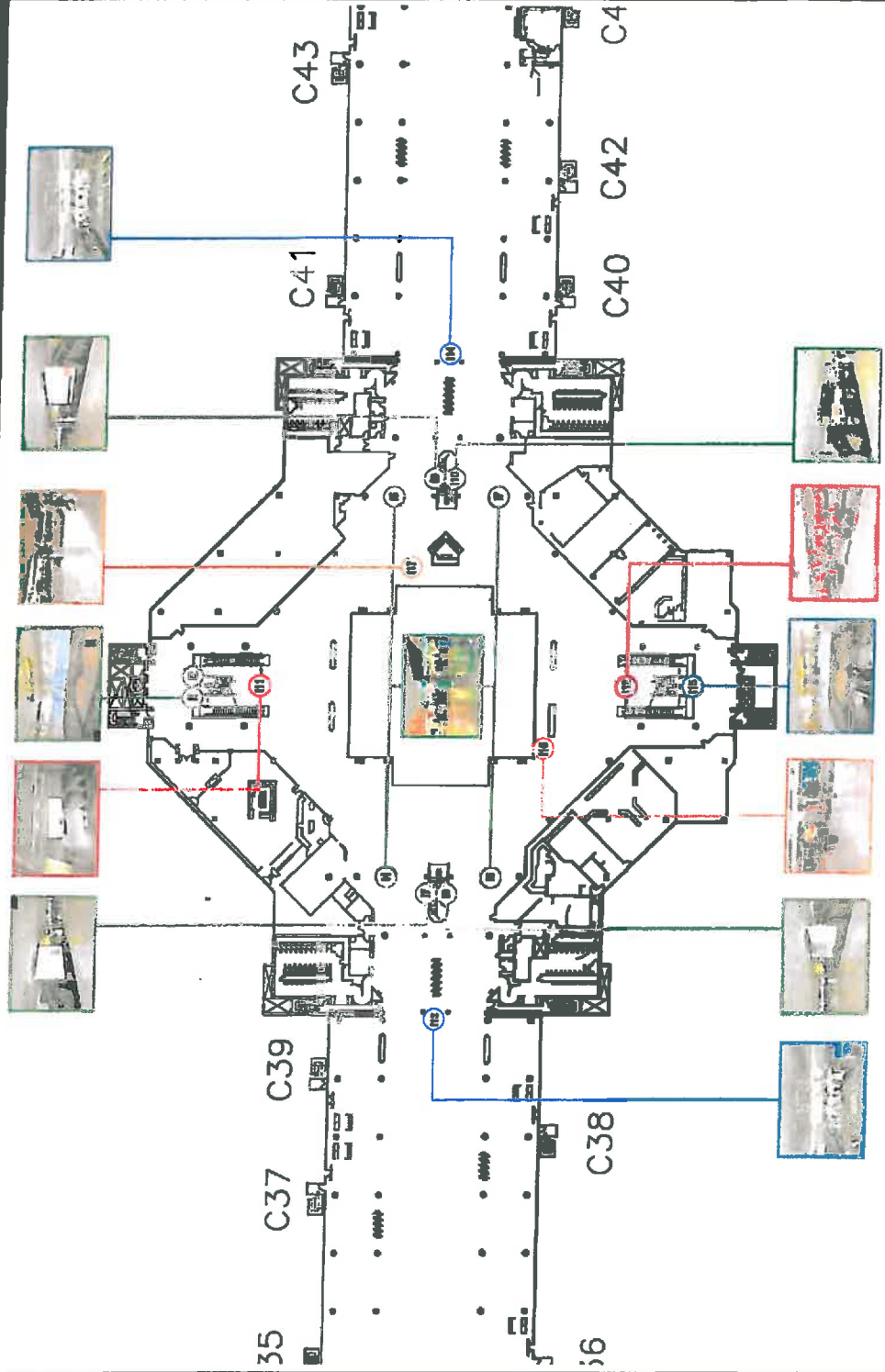
DATE \_\_\_\_\_

EXHIBIT A: SIGNATURE \_\_\_\_\_



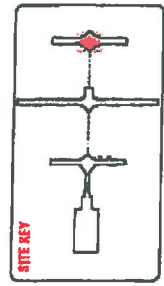
Exhibit A

# DENVER INTERNATIONAL AIRPORT: CONCOURSE C - CENTRAL MEZZANINE AREA: 08-March-2012



- 11 12
- 13 14 15 16
- 17 18 19 20
- 21 22 23 24
- 25 26 27 28
- 29 30 31 32
- 33 34 35 36
- 37 38 39 40
- 41 42 43 44
- 45 46 47 48
- 49 50 51 52
- 53 54 55 56
- 57 58 59 60
- 61 62 63 64
- 65 66 67 68
- 69 70 71 72
- 73 74 75 76
- 77 78 79 80
- 81 82 83 84
- 85 86 87 88
- 89 90 91 92
- 93 94 95 96
- 97 98 99 100

# Locations: 17



ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL CONDITION OR BETTER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL CONDITION OR BETTER.

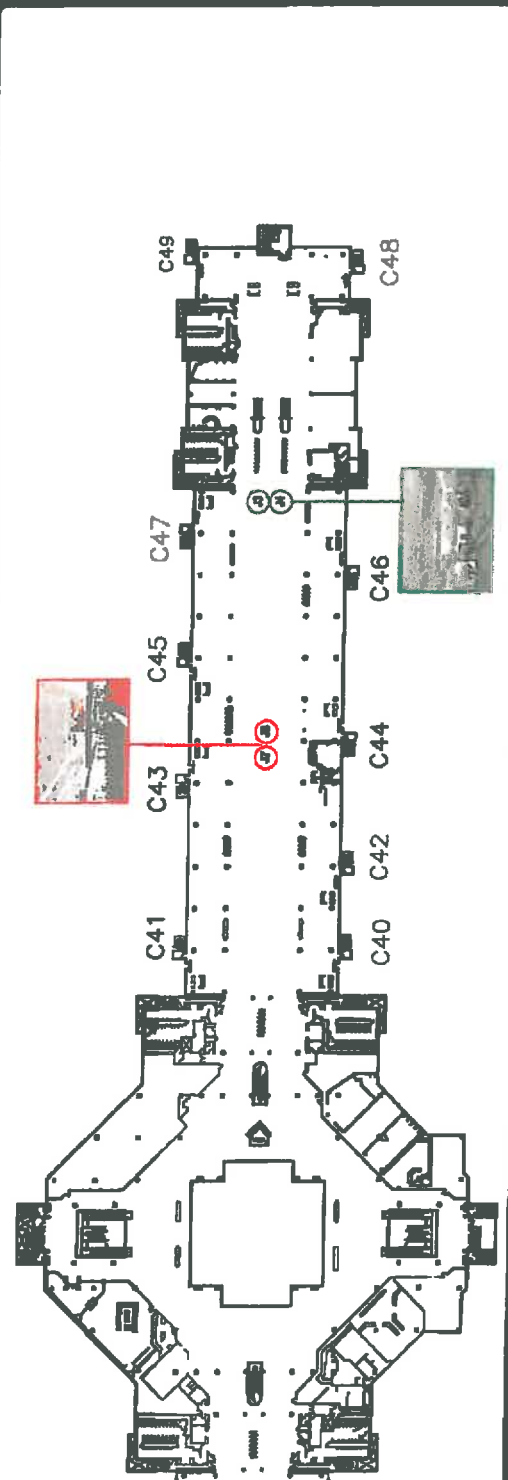
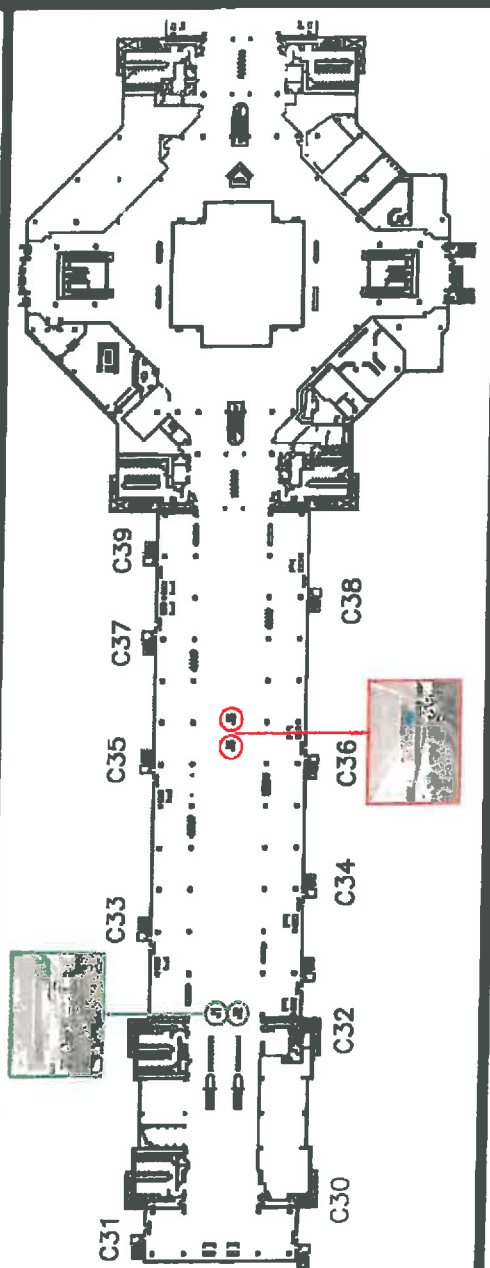


AREA OF WORK: CONCOURSE C - CENTRAL MEZZANINE  
 SUBMITTAL DATE: 08-March-2012  
 DEN-CM-U6

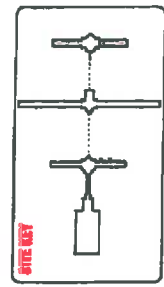
EXHIBIT A: SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Exhibit A

# DENVER INTERNATIONAL AIRPORT: CONCOURSE C - WEST AND EAST WINGS: 08-March-2012



Locations: 8



OF THE CHANGES AND CONSIDER AND ONLY A COPY OF THE UPWARD  
 INCREASED WEIGHT AS A S.A. ETC. AS THE WEIGHTS BUT BE  
 NECESSARY TO CALL OUT THE PROBLEMS. IF THE WEIGHTS ARE  
 MADE ANALYSED WITH THE CHANGES WOULD BE  
 (UNREASONABLE) BE  
 MEDIA DISPLAY TYPE REPLACED TO THE EXISTING LOCKDOWN,  
 AND GAUGE MEASUREMENT LOCKDOWN,  
 RELOCATE EXISTING LOCKDOWN.



DEN-CCEW-LG

AREA OF CONCERN: CONCOURSE C - WEST & EAST WINGS  
CONSTRUCTION DATE: 08-March-2012

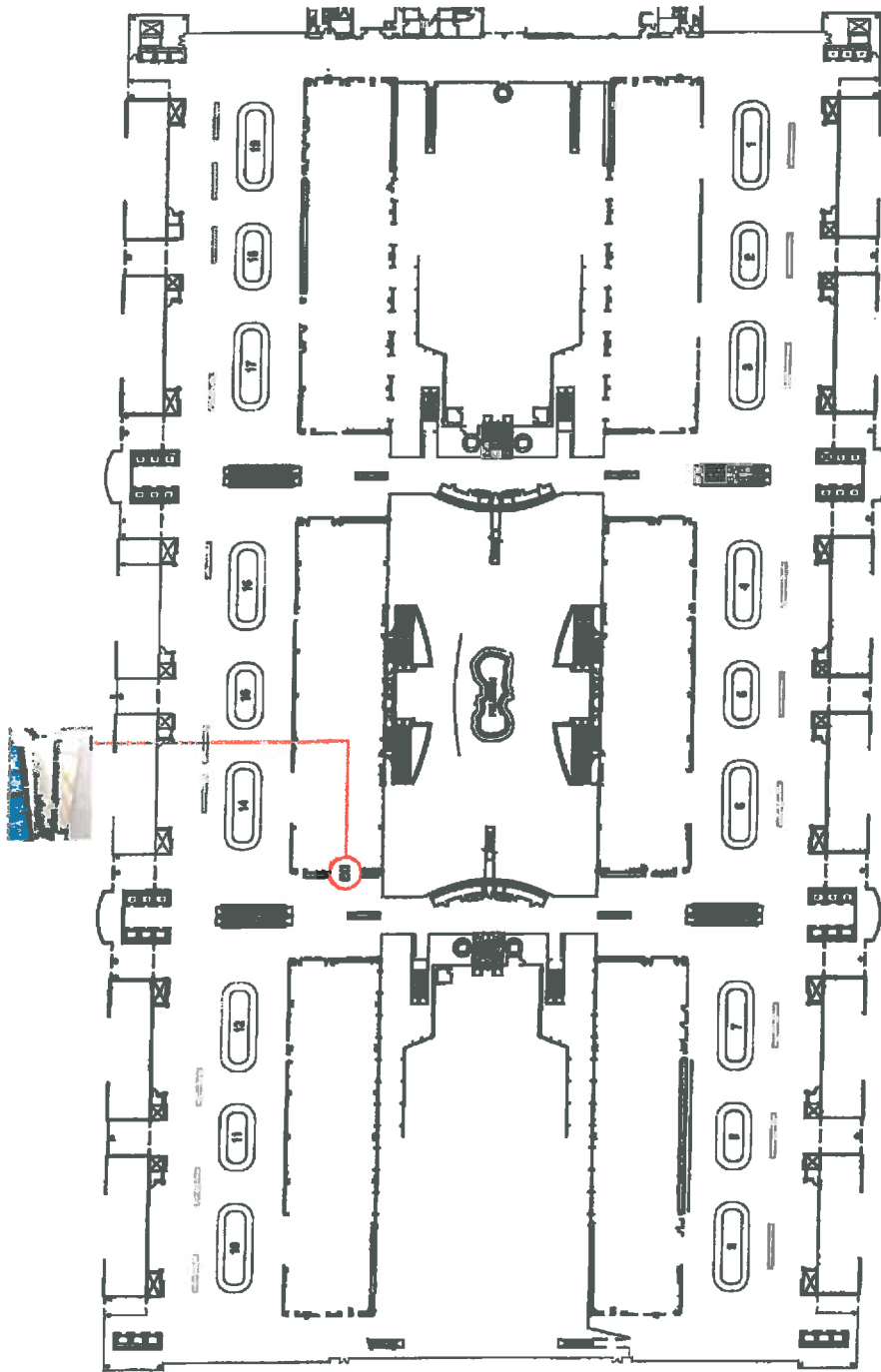
EXHIBIT A: SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EXHIBIT A: SIGNATURE

**EXHIBIT A-1  
TEMPORARY EXHIBITS**

Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: JEPPESEN TERMINAL - ARRIVALS LEVEL 5: 09-March-2012



**SITE KEY**

THIS DOCUMENT IS A PROPERTY OF CLEAR CHANNEL AIRPORTS. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION IDENTIFIED HEREIN. ANY REUSE OR DISTRIBUTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF CLEAR CHANNEL AIRPORTS IS STRICTLY PROHIBITED.

IF THE CHANGES ARE EXTENSIVE AND JUST A PART OF THE UPDATES EXISTING (CONCRETE, A.C., A.S. ETC.), THIS IT SHOULD NOT BE NECESSARY TO UPDATE THE PROJECT. IF THE CHANGES ARE MORE EXTENSIVE AND THE PROJECT SHOULD BE RECONSTRUCTED.

MEANS IDENTIFY THE REPLACEMENT TO THE EXISTING LOCATIONS. ADD NEW LOCATIONS. RELOCATE EXISTING LOCATIONS.



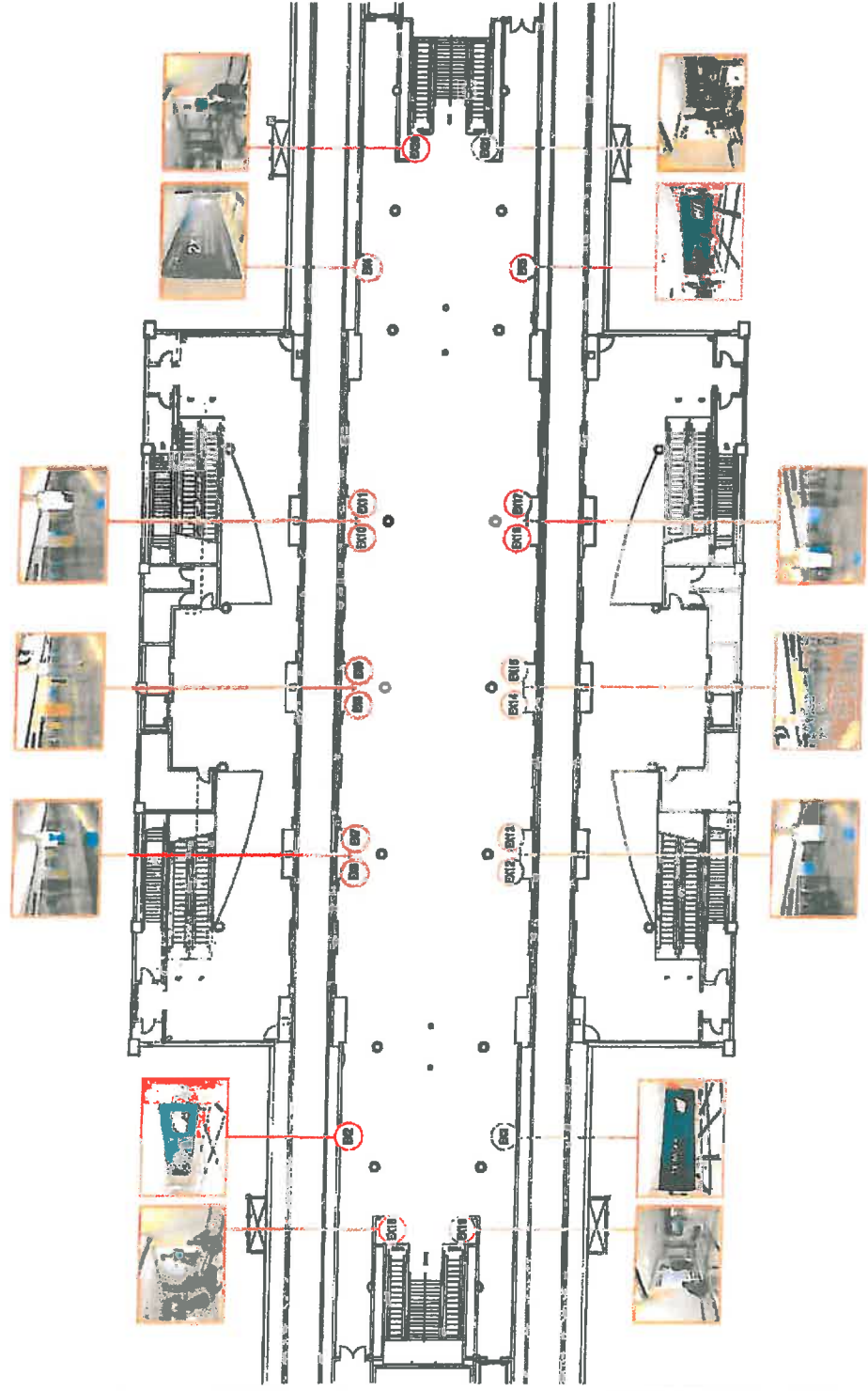
**EXHIBIT A1: SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DEN-BC-L5.1**

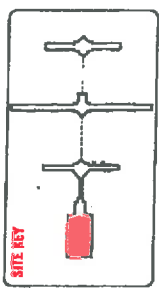
**AREA OF INITIAL: ARRIVALS LEVEL 5**  
**SCHEMATIC DATE: 09-March-2012**

Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: JEPPESEN TERMINAL - LEVEL 4: 09-March-2012



- EXIT NUMBER**
- EXIT 001
  - EXIT 002
  - EXIT 003
  - EXIT 004
  - EXIT 005
  - EXIT 006
  - EXIT 007
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  - EXIT 011
  - EXIT 012
  - EXIT 013
  - EXIT 014
  - EXIT 015
  - EXIT 016
  - EXIT 017
- EXIT NUMBER**
- EXIT 018
  - EXIT 019
  - EXIT 020
  - EXIT 021



THE AIRPORT AUTHORITY HAS REVIEWED ALL PROPOSED EXITS AND HAS APPROVED THE FOLLOWING LOCATIONS ONLY.

IF THE CHANGES ARE COMPLETED AND ARE AT A POINT ON THE UPDATED CHANGE SHEET (A.S. A.S. E.C.S.) THAT THE CHANGES SHOULD NOT BE NECESSARY TO CALL OUT THE EXITS. IF THE CHANGES ARE MADE INVOLVED THEN THE CHANGES SHOULD BE SPECIFICALLY IDENTIFIED.

MEMORANDUM TYPE REPLACES TO THE EXISTING LOCATIONS AND SUPPLEMENTARY LOCATIONS. RELOCATE EXITS LOCATIONS.



AREA OF REVIEW: LEVEL 4  
 SUBMITTING DATE: 09-March-2012

DATE \_\_\_\_\_

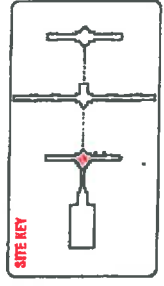
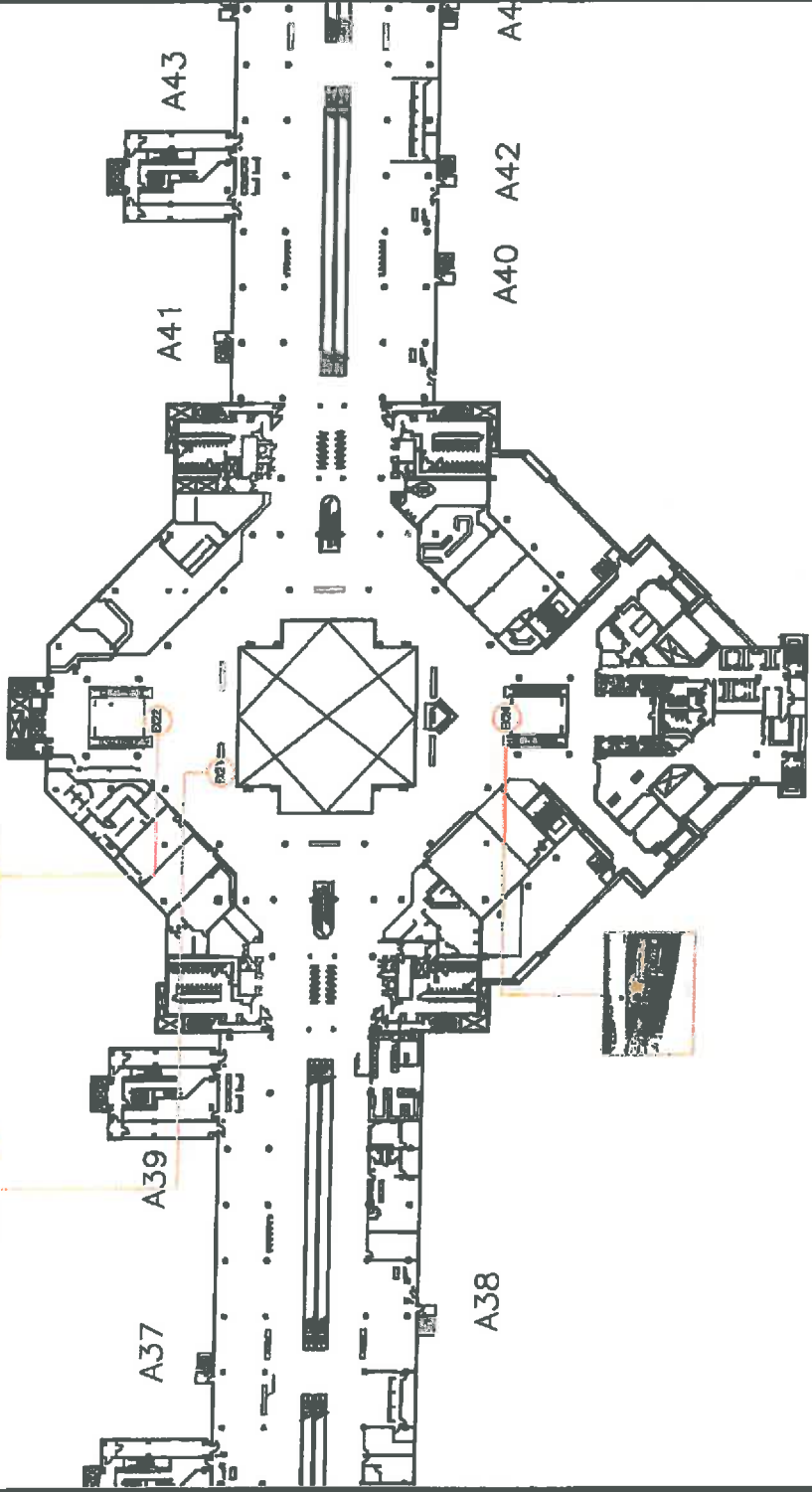
EXHIBIT A1: SIGNATURE \_\_\_\_\_

DEN-TM-L4

Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: CONCOURSE A - CENTRAL MEZZANINE AREA LEVEL 6: 09-March-2012

PLAN NUMBER  
D022  
D023  
D024



THIS MEZZANINE AREA WILL PROVIDE EXISTING AIR  
TRAVEL TO THE FOLLOWING LOCATIONS ONLY:  
IF THE CHANGES ARE CORRECT AND JUST A REVISION TO THE EXISTING  
CONCEPT, ALL AIR, TRAVEL WOULD NOT BE  
NECESSARY TO MAKE. IF THE CHANGES ARE  
MADE, THE CHANGES SHOULD BE  
SPECIFICALLY NOTED.  
MEZZANINE DISPLAY TYPE REPLACED TO THE EXISTING LOCATION(S)  
AND NEW MEZZANINE LOCATION(S)  
INDICATED BY THIS LOCATION(S).



AREA OF DETAIL: CONCOURSE A - CENTRAL MEZZANINE  
SUBMITTAL DATE: 09-March-2012

EXHIBIT A1: SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DEN-CAMP-L6

Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: CONCOURSE A - WEST AND EAST WINGS: 09-March-2012

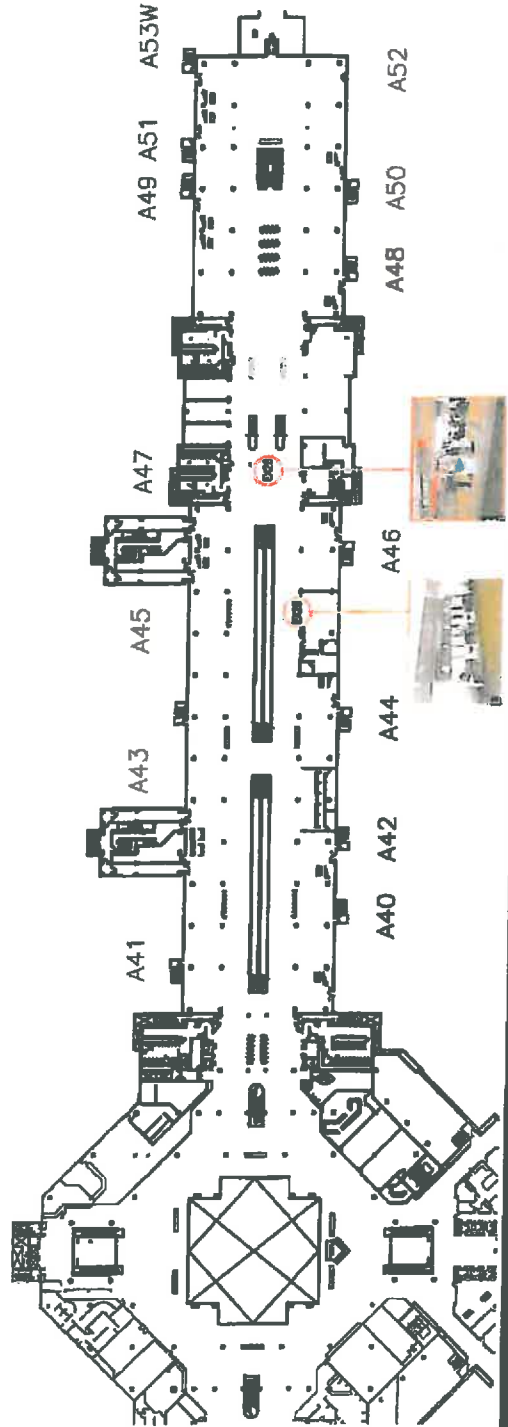
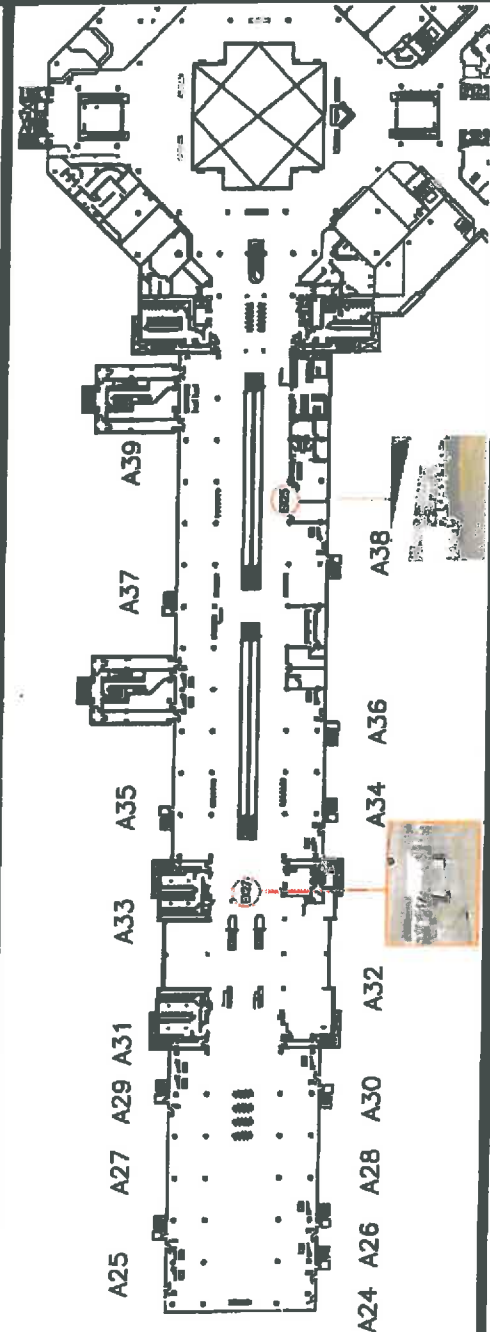


EXHIBIT A1: SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

AREA OF INTEREST: CONCOURSE A - WEST & EAST WINGS  
CONSTRUCTION DATE: 09-March-2012

DEN-CAEW-L6

PLANNED DISPLAY  
EXISTING DISPLAY  
EXISTING DISPLAY

PLANNED DISPLAY  
EXISTING DISPLAY  
EXISTING DISPLAY

SITE KEY

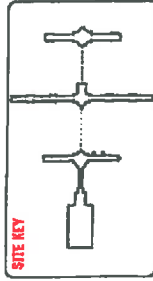
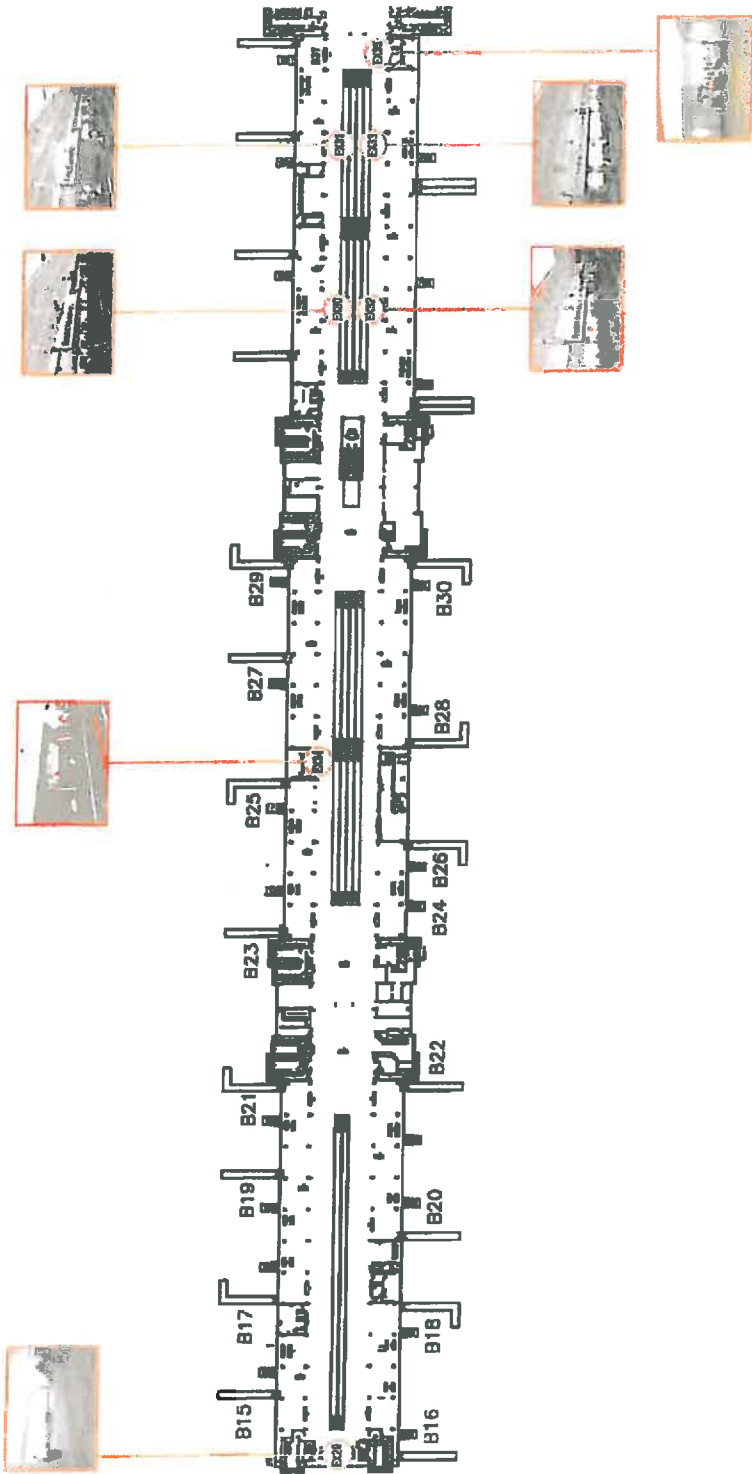
THE CHANGES ARE CHANGES AND NOT A PART OF THE UNREVISED  
DRAWINGS SHOWN AS A.S. & E.S. IT IS THE USER'S RESPONSIBILITY TO  
NECESSARY TO CALL OUT THE SPECIFICATIONS. THE CHANGES ARE  
WHERE ENCLOSED FROM THE CHANGES SHEETS ARE  
INFORMATIONAL ONLY.  
MEAN DISPLAY TYPE REPLACED TO THE EXISTING LOCATIONS.  
AND DISPLAY LOCATIONS.  
DEN-CAEW-L6



Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: CONCOURSE B - WEST: 09-March-2012

- EX-09
- EX-10
- EX-11
- EX-12
- EX-13
- EX-14
- EX-15



IF THE CHANGES ARE COMPLEX AND REQUIRE A REVIEW OF THE EXISTING CONSTRUCTION AS-BUILT, THE CONTRACTOR SHALL BE NECESSARY TO CALL OUT THE IMPROVEMENTS. IF THE CHANGES ARE SIMPLE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

RELOCATING THE EXISTING LIGHTING, AND SUPPLEMENTARY LIGHTING, RELOCATING THE EXISTING LIGHTING.

RELOCATING THE EXISTING LIGHTING, AND SUPPLEMENTARY LIGHTING, RELOCATING THE EXISTING LIGHTING.



AREA OF WORK: CONCOURSE B - WEST  
CONTROL DATE: 09-March-2012

DATE \_\_\_\_\_

EXHIBIT A1: SIGNATURE \_\_\_\_\_

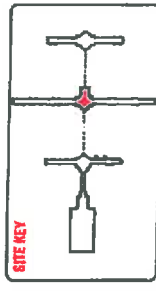
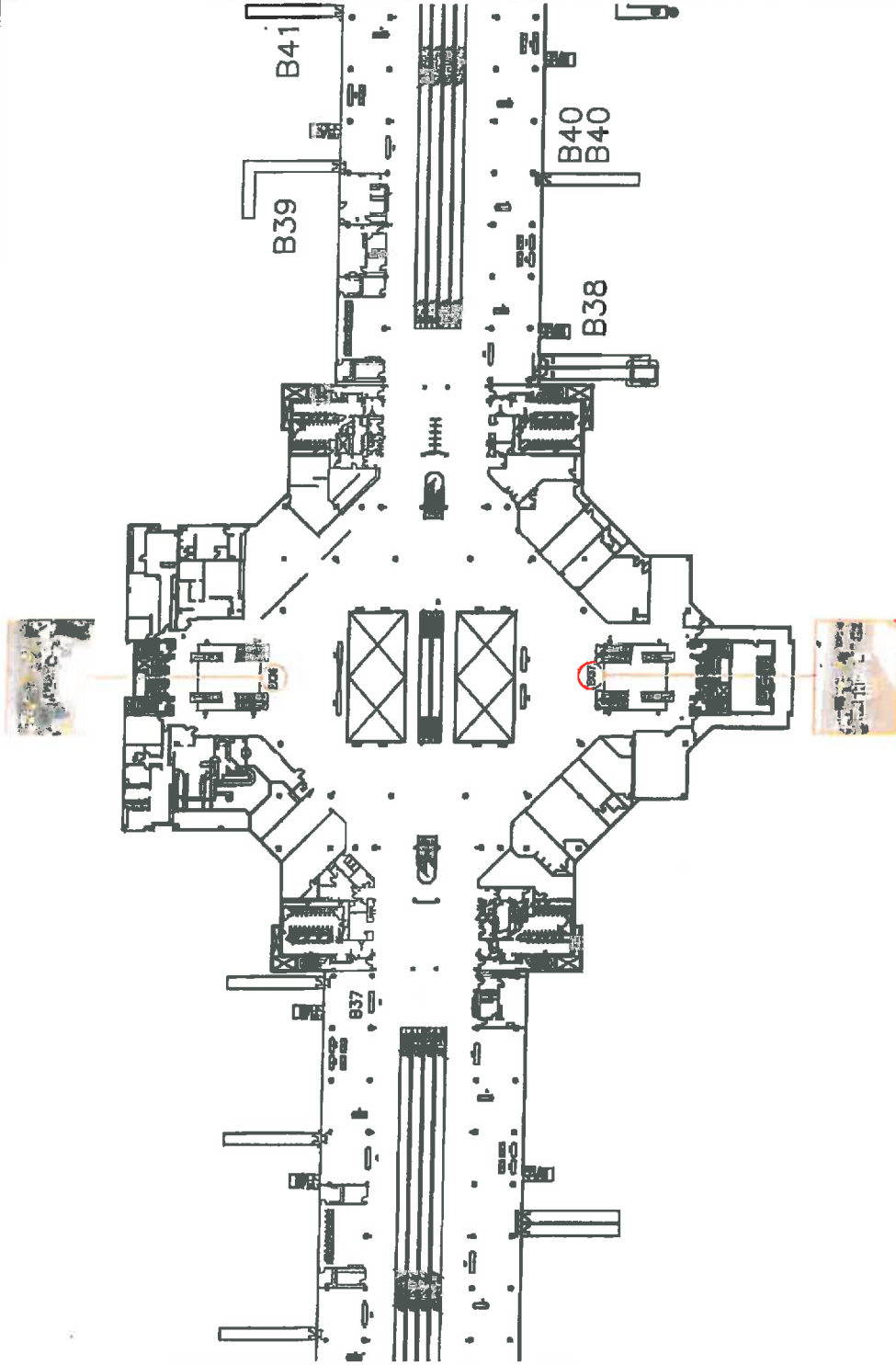
DEN-CBN-W-16



Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: CONCOURSE B - CENTRAL MEZZANINE AREA: 09-March-2012

- Alarm Point
- E208
- Alarm Point
- E207



THIS PLAN (A) IDENTIFY ALL ALARM POINTS AND (B) IDENTIFY THE FOLLOWING LOCATIONS: E208, E207.

IF THE CHANGES ARE APPROVED AND AHEAD A FEW IN THE UPDATES TO THE PLAN (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z), THESE WOULD BE THE NEAREST POINTS TO THE CHANGES. IF THE CHANGES ARE MADE IN THE PLAN, THE CHANGES WOULD BE IDENTIFIED BY THE CHANGES.

MEZZANINE DISPLAY TYPE REPLACED TO THE EXISTING LOCATION. AND MAP UNDESIRABLE LOCATIONS. RELOCATE EXISTING LOCATIONS.



DEN-CBM-L6

AREA OF DESIGN: CONCOURSE B - CENTRAL MEZZANINE  
SUBMITTAL DATE: 09-March-2012

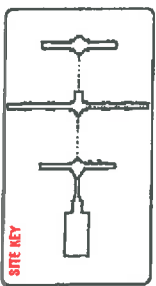
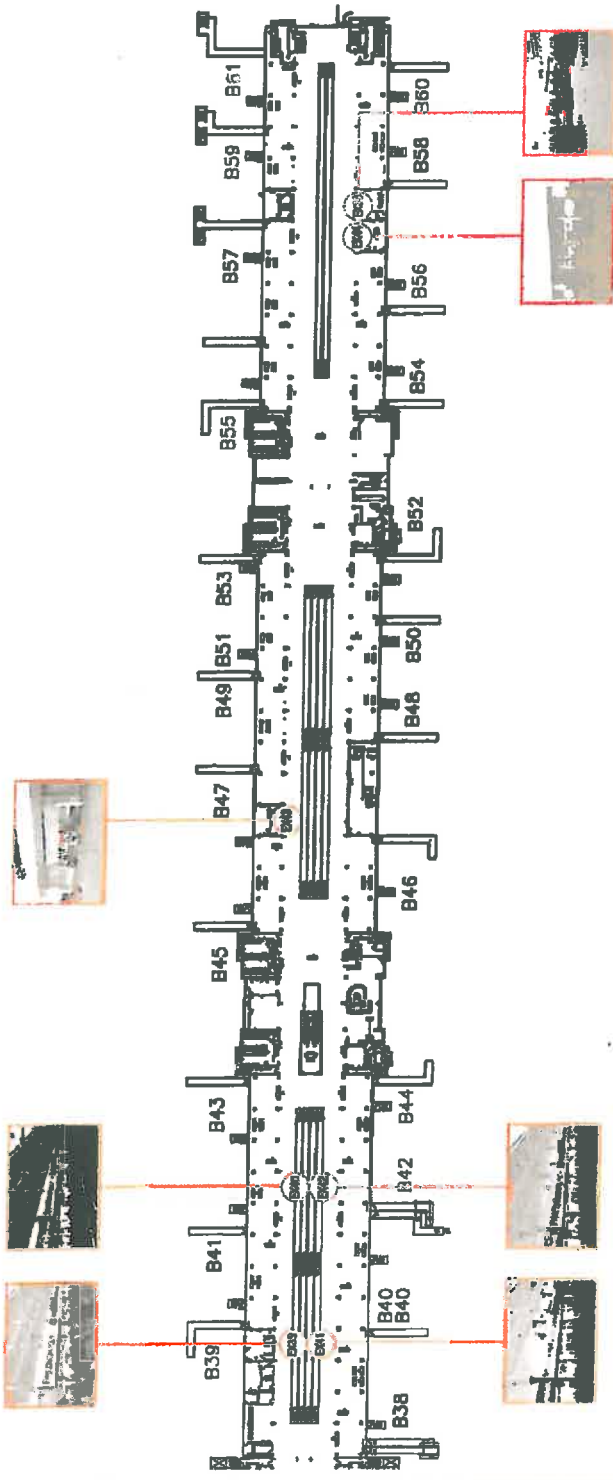
DATE \_\_\_\_\_

EXHIBIT A1: SIGNATURE \_\_\_\_\_

Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: CONCOURSE B - EAST: 09-March-2012

- Legend symbols for materials and structures:
  - WOOD
  - STEEL
  - CONCRETE
  - GLASS
  - PAINT
  - MECHANICAL
  - PLUMBING
  - ELECTRICAL
  - TELECOMMUNICATIONS
  - MECHANICAL
  - PLUMBING
  - ELECTRICAL
  - TELECOMMUNICATIONS



THIS REPORT AFFECTS ALL MATERIALS AND METHODS USED IN THE CONSTRUCTION OF THE PROJECT AND SHALL BE REVIEWED BY THE ARCHITECT AND ENGINEER. THE CHANGES ARE SUBJECT TO THE APPROVAL OF THE ARCHITECT AND ENGINEER. IF THE CHANGES ARE NECESSARY TO CARRY OUT THE PROJECT, THE CHANGES ARE SUBJECT TO THE APPROVAL OF THE ARCHITECT AND ENGINEER. IF NECESSARY, THE CHANGES SHOULD BE IN CONSULTATION WITH THE ARCHITECT AND ENGINEER.

AREA OF REVIEW: CONCOURSE B - EAST  
SUBMITTAL DATE: 09-March-2012

DEN-CBE-L6

EXHIBIT A1: SIGNATURE \_\_\_\_\_

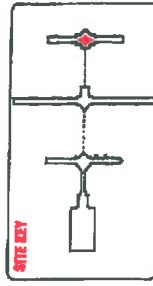
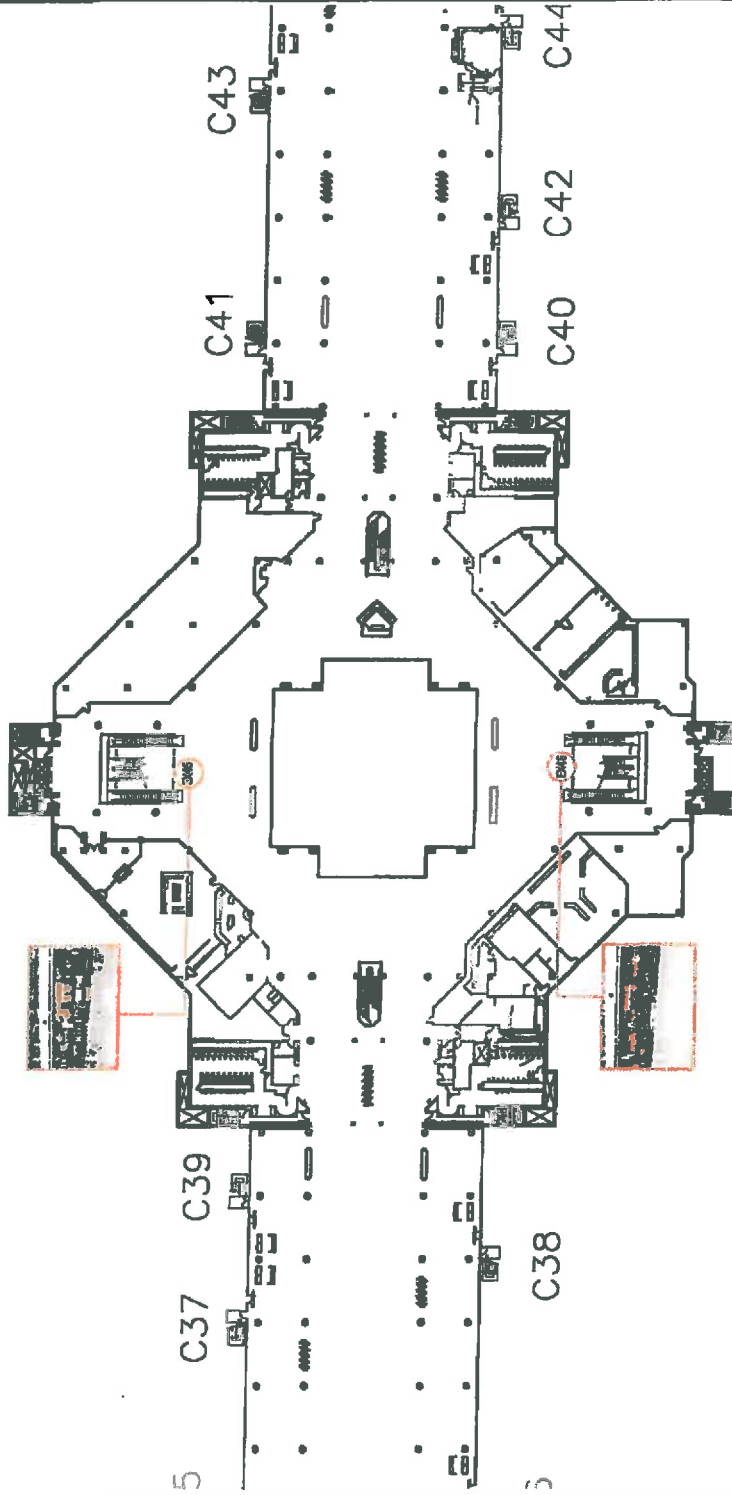
DATE \_\_\_\_\_



Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: CONCOURSE C - CENTRAL MEZZANINE AREA: 09-March-2012

Legend  
DMR  
DMR



THIS MEZZANINE AREA LOCATED ALL EXISTING EXTERIOR AIR  
 EXITS TO THE FOLLOWING LOCATIONS ONLY:

IF THE CHANGES AND CORRECTIONS AND JUST A PART OF THE IMPACTED  
 MEZZANINE AREA (A, A.1, A.2, ETC), THEY WOULD NOT BE  
 NECESSARY FOR THE MEZZANINE. IF THE CHANGES ARE  
 MADE TO THE MEZZANINE, THE CHANGES WOULD BE  
 SPECIFICALLY IN THE

MEZZANINE DISPLAY TYPE REPLACED TO THE EXISTING LOCATIONS,  
 AND ALL EXISTING LOCATIONS,  
 INCLUDING EXISTING LOCATIONS.



AREA OF INTEREST: CONCOURSE C - CENTRAL MEZZANINE  
 CONSULTANT DATE: 09-March-2012

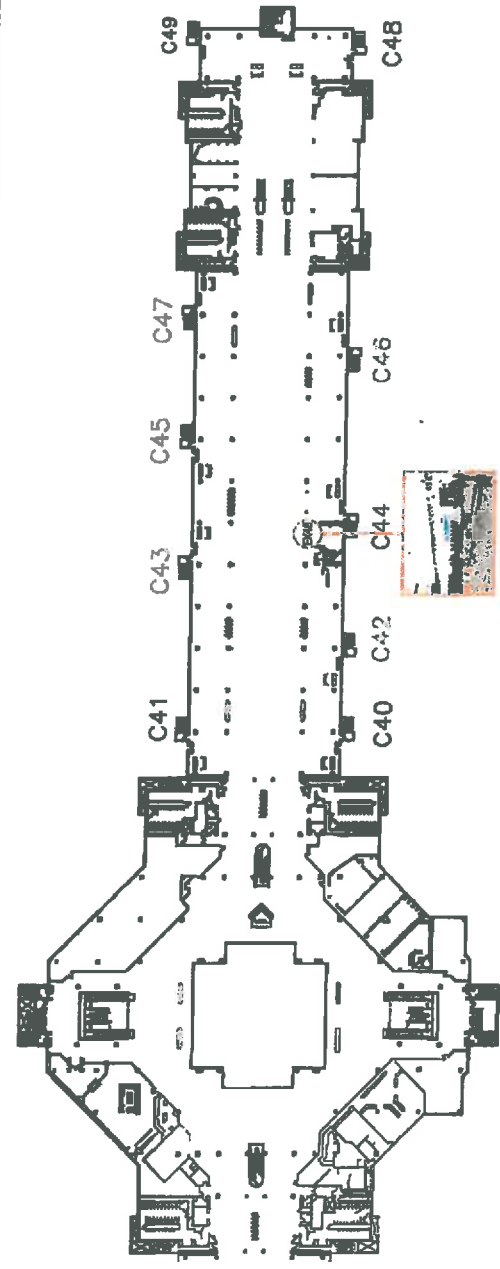
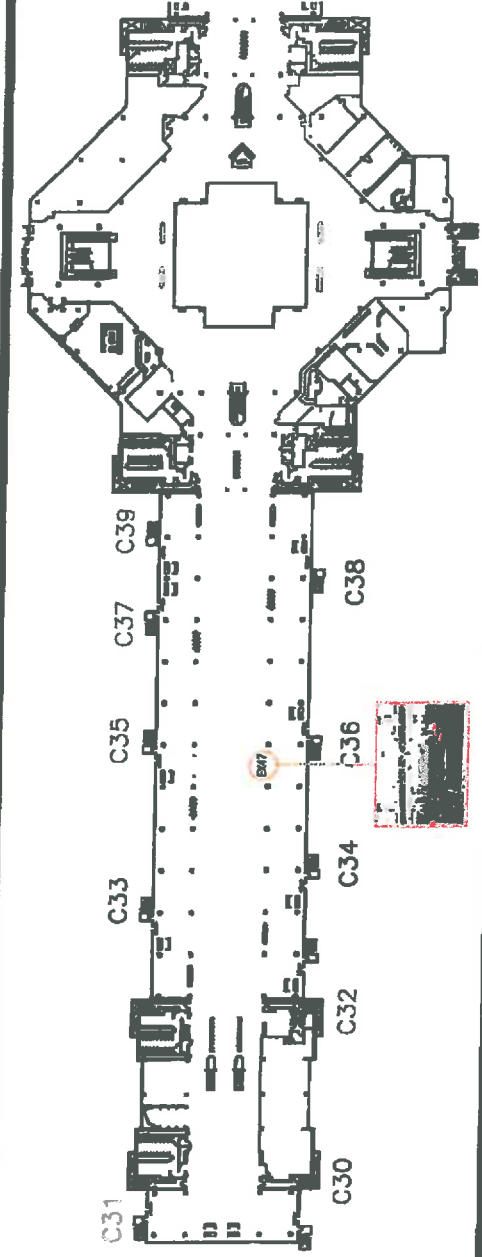
DATE \_\_\_\_\_

EXHIBIT A1: SIGNATURE \_\_\_\_\_

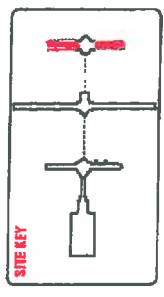
DEN-CCM-L6

Exhibit A-1

# DENVER INTERNATIONAL AIRPORT: CONCOURSE C - WEST AND EAST WINGS: 09-March-2012



8007  
 8048



THIS REPORT IS A SUMMARY OF THE VISUAL SURVEILLANCE DATA  
 COLLECTED ON THE DATE OF THE VISUAL SURVEILLANCE DATA.  
 IF THE CHANGES ARE CONSIDERED AND ADJUSTED ON THE REPORTED  
 DATE (FOR A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z),  
 THIS REPORT IS NOT VALID. IF THE CHANGES ARE  
 MADE, THE REPORT SHOULD BE  
 RECONSIDERED BY THE  
 OPERATIONAL UNIT.  
 VISUAL SURVEILLANCE TYPE REPORT TO THE OPERATIONAL UNIT,  
 AND APPROPRIATE LOCALIZATION,  
 FOR REPORTING TO THE OPERATIONAL UNIT.



DEN-CCEN-16

AREA OF INTEREST: CONCOURSE C - WEST & EAST WINGS  
OPERATIONAL UNIT: 09-March-2012

**EXHIBIT A1: SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Exhibit A-1**  
**Clear Channel Airports – Denver International Airport**  
**Refresh/ Refurbish Plan for Eight (8) Existing *FreeCharge Stations***

Clear Channel currently has eight (8) FreeCharge Stations installed at Denver International Airport. Per Exhibit A-1, there are two (2) units on Concourse A, (4) units on Concourse B and (2) units on Concourse C.

All units were designed to withstand intense passenger use and abuse, built to exacting standards, with protective brushed metal trims at all exposed surfaces. The units are in 'almost-new' condition.

With the following refresh / refurbish plan, Clear Channel will restore these units to 'new' condition:

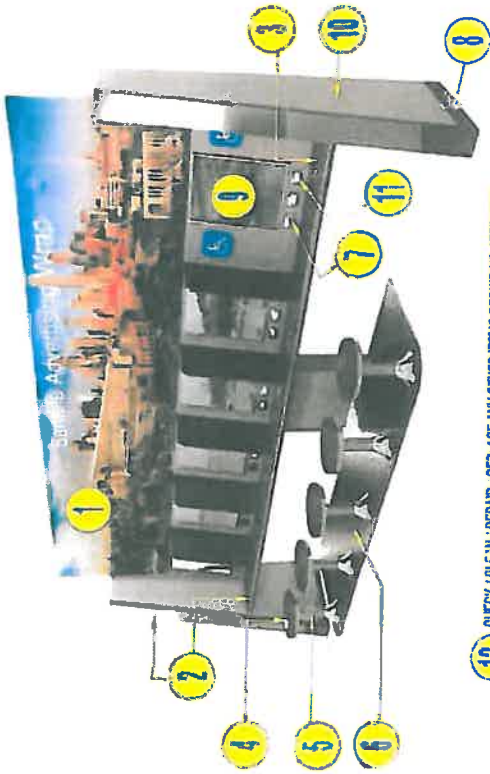
- 1.) Install new Tension Fabric Display satin anodized graphic frames on all unit headers. The TFD frame allows CCA to utilize visually-appealing high resolution vivid color single-piece fire-retardant fabric graphics on the headers, eliminating the seamed vinyl wraps currently provided by advertising clients.
- 2.) Re-brush all protective metal trims on all units, and replace any metal trims which are dented or scratched.
- 3.) Hand-polish all solid surface countertop surfaces to new condition.
- 4.) Deep-clean all polyurethane stool tops, and replace any stool tops which are worn or damaged.
- 5.) Polish all chrome stool stems, and replace any stool stems which are damaged or scratched.
- 6.) Re-brush all aluminum stool base plates, and re-tighten any spread joints in base plates.
- 7.) Replace all USB receptacle plates and any scratched or dented AC receptacle plates.
- 8.) Deep-clean and re-brush all 16 gauge stainless steel kick plates.
- 9.) Replace all Mylar inserts in 17x22 poster frames and deep-clean all satin anodized poster frames.
- 10.) Deep-clean all fire-rated p-lam and all other surfaces of units.
- 11.) Perform complete electrical continuity, voltage and ground check on all AC receptacles & USB charging ports; replace any items which are worn.
- 12.) Check / clean / repair / replace any other items requiring attention.

See attached Clear Channel rendering **Sheet FC-1** for unit renderings and numbered diagram detailing the refresh / refurbish steps delineated above.



(2) PS-6 FreeCharge Station Units: CONCOURSE A

Exhibit A-1



(1) PS-6 TWO-SIDED UNIT: CONCOURSE C

(12) CHECK/CLEAN/REPAIR/REPLACE ANY OTHER ITEMS REQUIRING ATTENTION

(1) PS-6 FreeCharge Station Units: CONCOURSE C (1) PS-6 FreeCharge Station Unit: CONCOURSE C

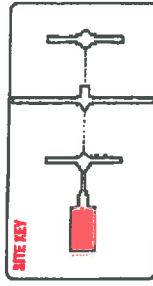
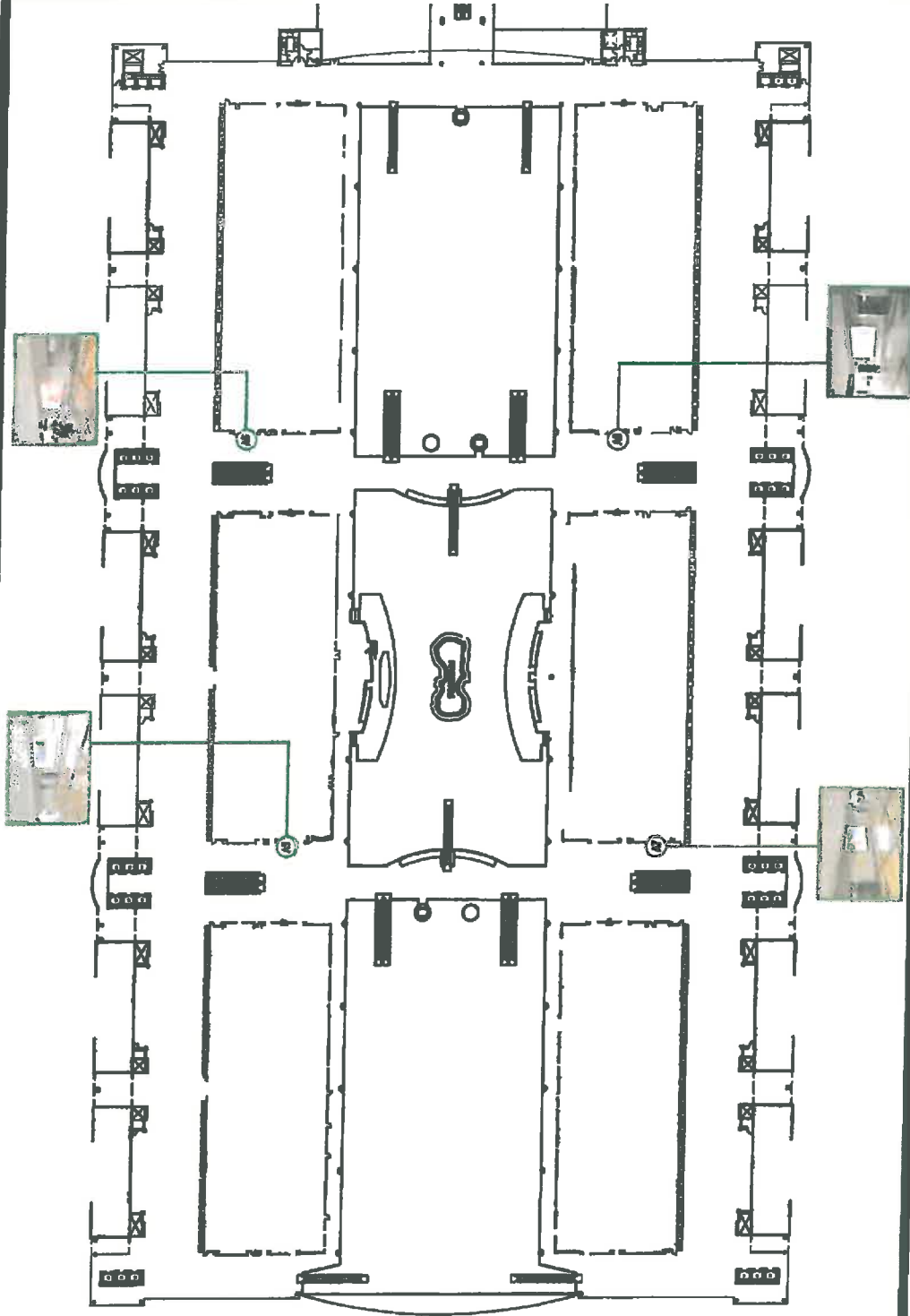
**REPRESS & REFINISH PLAN FOR (1) EXISTING FreeCharge Stations AT Denver International Airport:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>1 INSTALL NEW Tension Fabric Display ANODIZED ALUMI HEADER FRAME</li> <li>2 RE-BRUSH ALL PROTECTIVE METAL TRIMS. REPLACE ANY METAL TRIMS WHICH ARE DENTED OR SCRATCHED</li> <li>3 HAND-POLISH EXISTING SOLID SURFACE COUNTERTOP MATERIAL</li> <li>4 CLEAN ALL POLYURETHANE STOOL TOPS WITH AMMO-ALL. REPLACE ANY DAMAGED POLYURETHANE STOOL TOPS.</li> <li>5 POLISH ALL CHROME STOOL STEMS. REPLACE ANY DAMAGED STOOL STEMS.</li> <li>6 RE-BRUSH ALUMINUM STOOL BASE PLATE. RE-TIGHTEN ANY SPREAD JOINTS IN PLATES</li> </ul> | <ul style="list-style-type: none"> <li>7 REPLACE ALL USB RECEPTACLE COVERS + ANY DAMAGED AC RECEPTACLE PLATES</li> <li>8 DEEP-CLEAN AND RE-BRUSH ALL 16 GA STAINLESS KICK PLATES</li> <li>9 REPLACE ALL Mylar INSERTS IN POSTER FRAMES &amp; DEEP-CLEAN ANODIZED POSTER FRAME</li> <li>10 DEEP-CLEAN ALL PRE-RATED P-LAM AND ALL OTHER SURFACES OF UNIT</li> <li>11 PERFORM COMPLETE ELECTRICAL CONTINUITY, VOLTAGE &amp; GROUND CHECK ON ALL AC RECEPTACLES. REPLACE ANY RECEPTACLES AS NECESSARY</li> <li>12 CHECK/CLEAN/REPAIR/REPLACE ANY OTHER ITEMS REQUIRING ATTENTION</li> </ul> |
|--|--|

**EXHIBIT A-2  
INITIAL REFURBISHMENT LOCATIONS**

Exhibit A-2

# DENVER INTERNATIONAL AIRPORT: JEPPESEN TERMINAL - DEPARTURES LEVEL 6: 02-March-2012



THIS DRAWING IS A GENERAL REPRESENTATION OF THE CHANGES AND NOT A FINAL CONTRACT DOCUMENT. ALL DIMENSIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS BEFORE COMMENCING WORK. IF THE CONTRACTOR FINDS ANY DISCREPANCIES, HE SHALL IMMEDIATELY NOTIFY THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



DEN-TC-L6

AREA OF WORK: DEPARTURES LEVEL 6  
CONSTRUCTION DATE: 02-March-2012

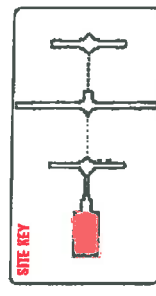
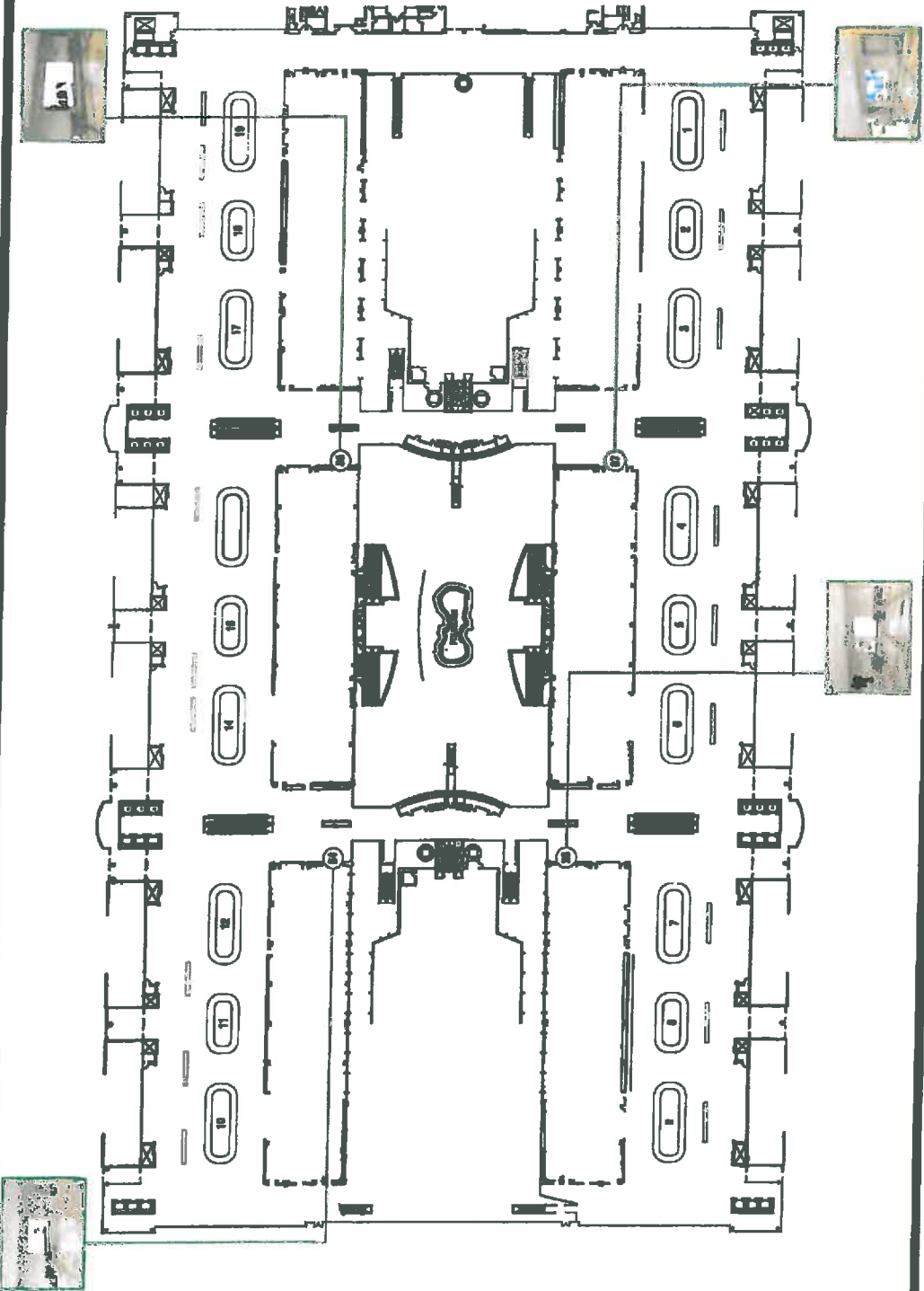
EXHIBIT A-2: SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Exhibit A-2

# DENVER INTERNATIONAL AIRPORT: JEPPESEN TERMINAL - ARRIVALS LEVEL 5: 02-March-2012

DATE: 03/02/12  
TIME: 10:00 AM



THIS REPORT AFFECTS ALL PREVIOUS REPORTS FOR THE FOLLOWING LOCATIONS ONLY:

OPTIC CHANGES ARE IMPROVED AND SET A NEW ON THE LOCATED REPORTED BY THE A.S. ALL OTHERS WILL BE NECESSARY TO CALL OUT THE SPECIES. IF THE CHANGES ARE MORE INVOLVED THEN THE CHANGES SHOULD BE (RECOMMENDED) IS:

AREA DISPLAY TYPE REFERRED TO THE EXISTING LOCATION, ADD APPROPRIATE LOCATION, RELOCATE EXISTING LOCATION.



AREA OF INTEREST: ARRIVALS LEVEL 5  
SUBMITTER: DATE: 02-March-2012

DATE: \_\_\_\_\_

EXHIBIT A-2: SIGNATURE \_\_\_\_\_

DEN-BC-LS.1

Exhibit A-2 Exhibit A-2

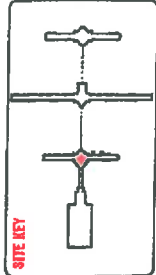
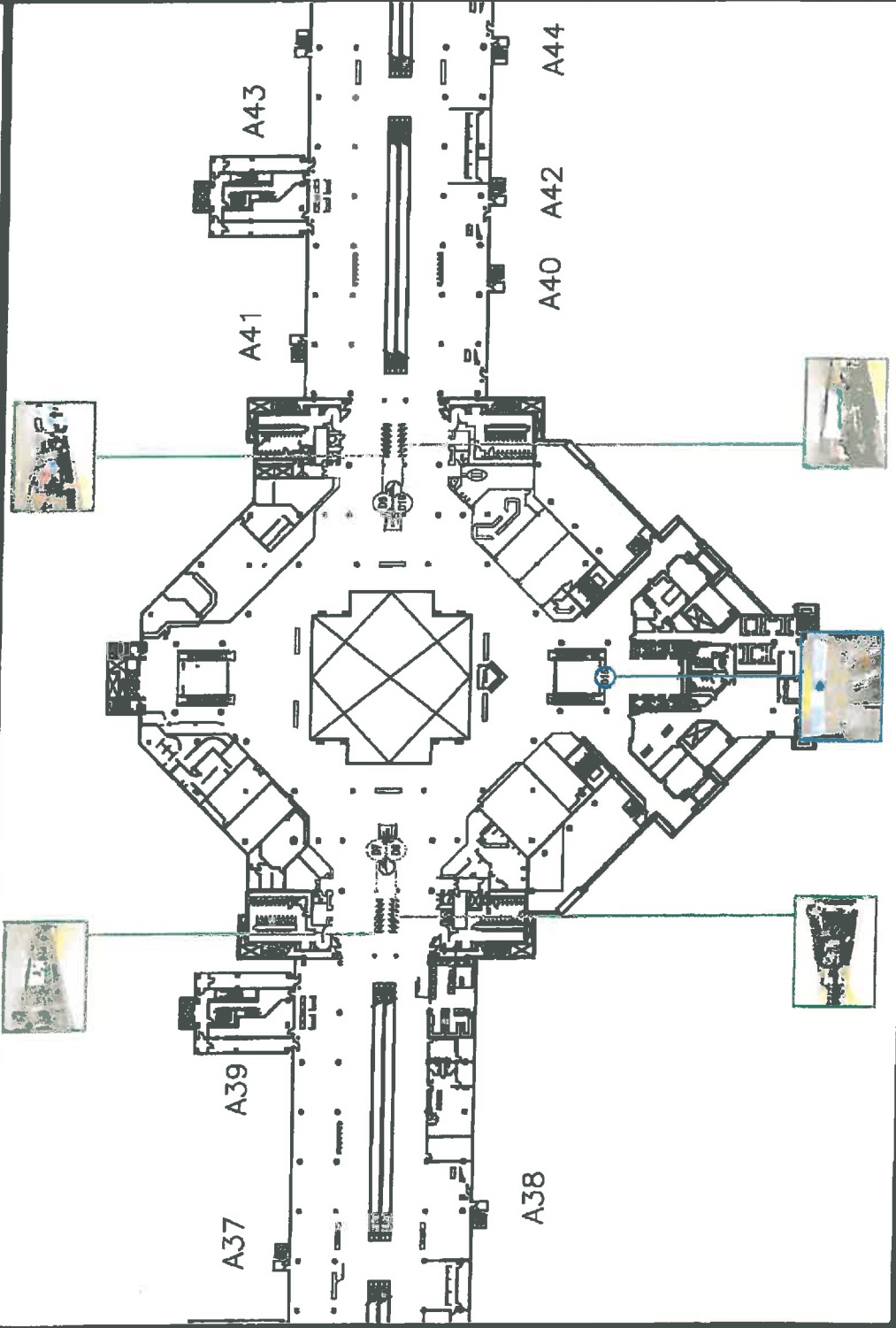
# DENVER INTERNATIONAL AIRPORT: CONCOURSE A - CENTRAL MEZZANINE AREA LEVEL 6: 02-March-2012

BY \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_



THE CHANGES ARE NUMBERED AND LIST AT THE END OF THE REPORT. (A.S. & S.C.) IF YOU WOULD NOT BE NECESSARY TO CALL OUT THE SPECIFICATIONS THE CHANGES ARE MADE INVOLVED WITH THE CHANGES SHOULD BE (SPECIFICALLY) BE:

BEFORE DISPLAY TYPE RELATED TO THE EXISTING LOCATION, AND SUPPLEMENTARY LOCATION, INCLUDING EXISTING LOCATION.



AREA OF REVIEW: CONCOURSE A - CENTRAL MEZZANINE  
 SUBMITTAL DATE: 02-March-2012

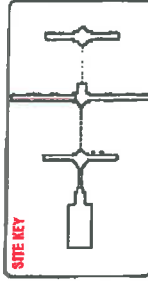
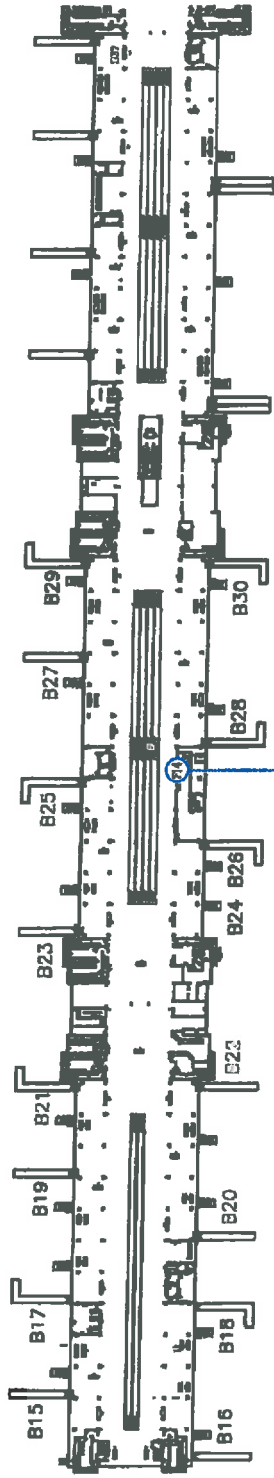
DATE \_\_\_\_\_

EXHIBIT A-2: SIGNATURE \_\_\_\_\_

DEI-CAM-L6

**DENVER INTERNATIONAL AIRPORT: CONCOURSE B - WEST: 02-March-2012**

PHOTOGRAPH NUMBER  
P14



**SITE KEY**

THIS DRAWING AFFECTS ALL EXISTING GATE AREAS  
INDICATED BY THE FOLLOWING LEGENDS:

IF THE CHANGES ARE APPROVED AND ADJUST A NEW OR THE EXISTING  
GATEWAY (CONCRETE, A.S., P.S., ETC.), THERE WILL NOT BE  
NECESSARY TO CALL OUT THE APPROXIMATE. IF THE CHANGES ARE  
MADE INSTEAD FROM THE EXISTING SHOULD BE  
(PROBABILITIES) E.

NEW GATEWAY TYPE REPLACES TO THE EXISTING LOCATION,  
AND SUPPLEMENTARY LOCATION,  
RELOCATE EXISTING LOCATION.



AREA OF REVIEW: CONCOURSE B - WEST  
SUBMITTAL DATE: 02-March-2012

DEN-CBW-L6

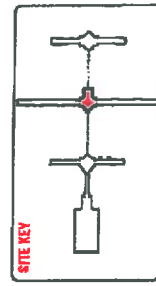
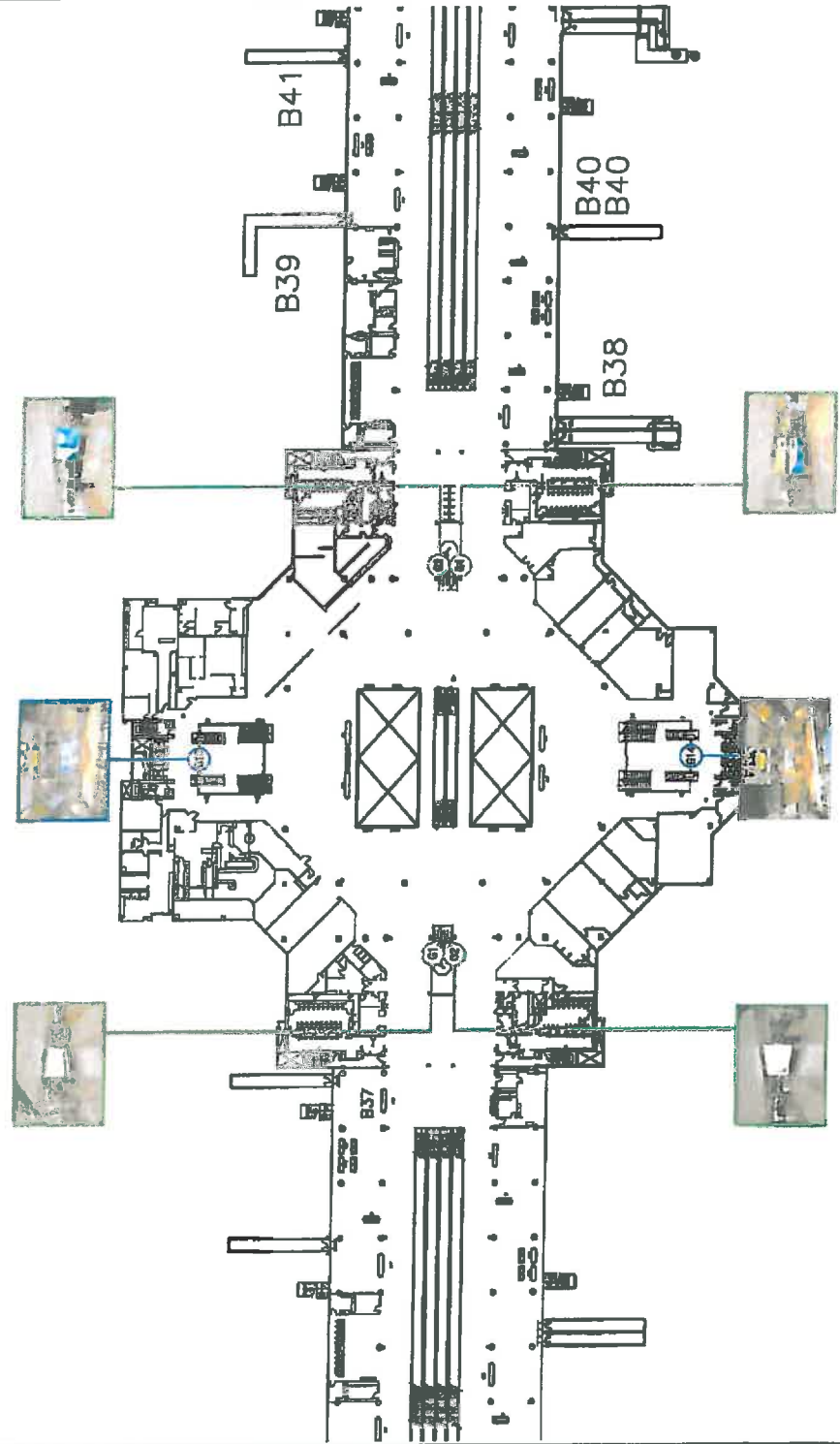
EXHIBIT A-2: SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Exhibit A-2

# DENVER INTERNATIONAL AIRPORT: CONCOURSE B - CENTRAL MEZZANINE AREA: 02-March-2012

- 01
  - 02
  - 03
  - 04
- U.S. Temp. MALL
- B39
  - B40
  - B41



THE AIRPORT AUTHORITY HAS REVIEWED ALL CHANGES TO THE MEZZANINE AREA OF CONCOURSE B. THE CHANGES ARE AS SHOWN ON THE ATTACHED SHEETS (DRAWING A-2, A-3, A-4, A-5, A-6). THE AIRPORT AUTHORITY HAS REVIEWED THE CHANGES AND HAS DETERMINED THAT THE CHANGES ARE NECESSARY TO CARRY OUT THE PROJECT. IF THE CHANGES ARE MADE IN ACCORDANCE WITH THE CHANGES, THE AIRPORT AUTHORITY WILL BE RESPONSIBLE FOR THE CHANGES.

MEZZANINE DISPLAY TYPE REPLACED TO THE EXISTING LOCATIONS. ADD MEZZANINE DISPLAY LOCATIONS. RELOCATE EXISTING LIGHTING.



AREA OF WORK: CONCOURSE B - CENTRAL MEZZANINE  
 SUBMITTAL DATE: 02-March-2012

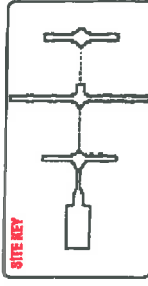
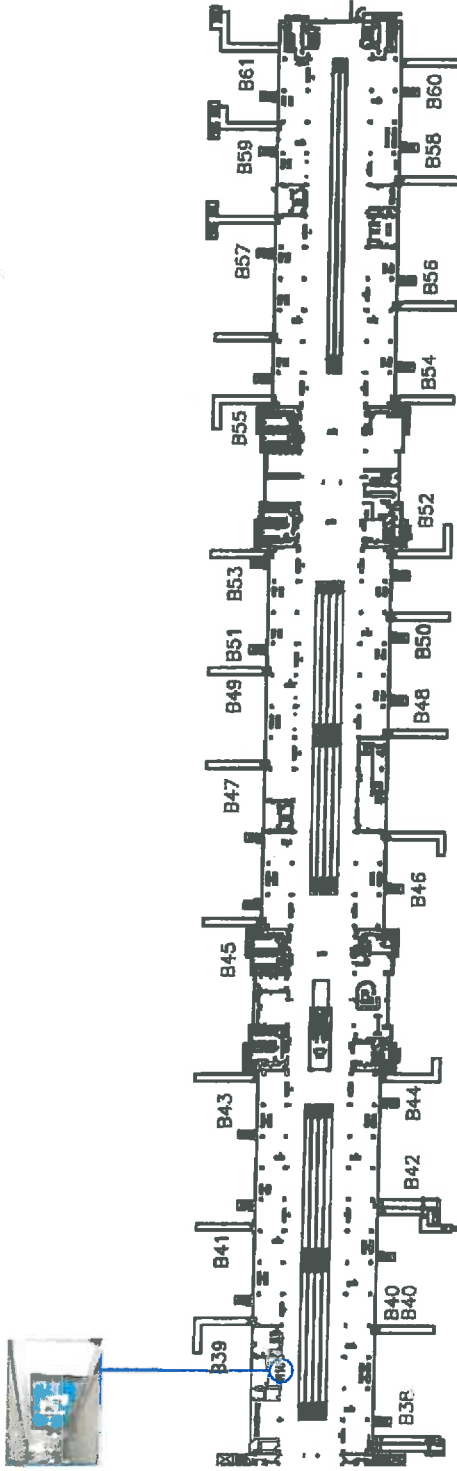
DATE \_\_\_\_\_

EXHIBIT A-2: SIGNATURE \_\_\_\_\_

DEN-CBM-L6

# DENVER INTERNATIONAL AIRPORT: CONCOURSE B - EAST: 02-March-2012

PROPOSED WORK  
#119



IF THE CHANGES ARE CONSIDERED AND A VIEW OF THE EXISTING CONTOUR (SOUTH, EAST, A.S., ETC.) THOUGH IT WOULD NOT BE NECESSARY TO CALL OUT THE PROPOSED. IF THE CHANGES ARE MADE ENOUGH THAT THE CHANGES WOULD BE APPROPRIATELY BE

WORK DISPLAY TYPE REPLACED TO THE EXISTING LOCATION, ADD SUPPLEMENTARY LOCATIONS, INDICATE ORIGINAL LOCATION.



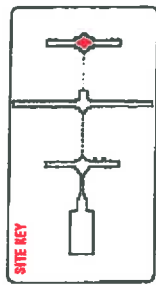
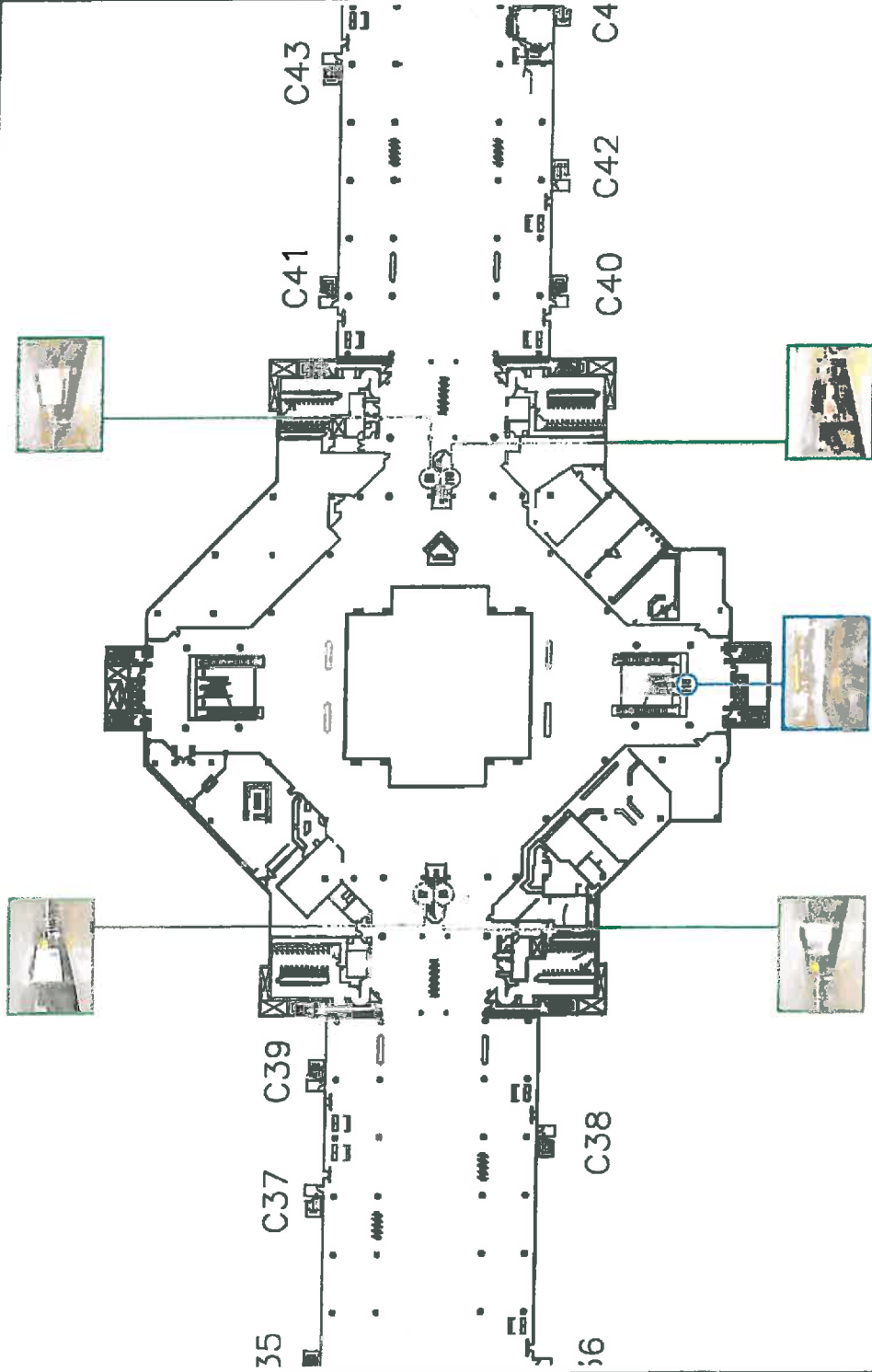
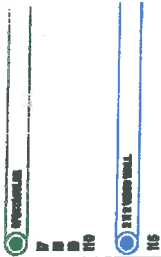
AREA OF INTEREST: CONCOURSE B - EAST  
 ORIGINAL DATE: 02-March-2012

EXHIBIT A-2: SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DEN-CBE-L6

Exhibit A-2

# DENVER INTERNATIONAL AIRPORT: CONCOURSE C - CENTRAL MEZZANINE AREA: 02-March-2012



THE INFORMATION ON THIS PLAN IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER ACTION. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



AREA OF INTEREST: CONCOURSE C - CENTRAL MEZZANINE  
 REVISION DATE: 02-March-2012

DATE \_\_\_\_\_

EXHIBIT A-2: SIGNATURE \_\_\_\_\_

DEN-CCM-L6

## Exhibit A-2

### **RE: Descriptions of EXISTING Clear Channel Fixtures to be re-utilized in NEW Denver Int'l Airport agreement**

Clear Channel has several existing fixture types at Denver International Airport which are essentially 'new', and which represent the most current technology available. All four of the fixture types described below were designed and installed in close cooperation with DIA staff.

It is clear channels understanding that DIA's architects and DRC committee may require some aesthetic modifications to below outlined portfolio of 20 Existing L.E.D. spectacular static illuminated units and 4 existing 2x2 video walls at escalator displays to match new double diorama backlit displays as well as the 6 new video wall soffits displays.

1. **(20) Existing L.E.D. Spectacular Static Illuminated Advertising Units (4 units each on Landside Levels 5 and 6, and Concourse A, B and C gate level center cores):** This 2010 ACI-award-winning energy-efficient unit design was developed specifically by CCA for Denver International Airport. Unit finish is durable, elegant 16 gauge brushed stainless steel. Brushed stainless steel is a predominant finish at Denver International Airport, and will be a predominant finish schedule for the majority of CCA's new program. The L.E.D technology utilized in the existing L.E.D. Spectaculars represents the current top line L.E.D. modules and transformers available.

**Plan of Action:** Clear Channel's plan for the new L.E.D. Double Dioramas at DIA is to utilize the same L.E.D. technology as recently upgraded Spectacular units located throughout the terminal building. This strategy also includes similar core construction as to match the physical aesthetics of the existing Spectacular units as to create cross market continuity throughout the program.

2. **(4) Existing 2x2 Video Walls at Escalator Walls (1 on Airside Concourse A, 2 on Airside Concourse B, and 1 on Airside Concourse C):** These (4) existing video walls utilize Clear Channel's state-of-the-art Planar Matrix LCD displays.

**Plan of Action:** Potential modifications include relocating the control devices to a remote rack location, which would eliminate the need for the existing service enclosures which occur at each end of the existing displays. If, during design discussions between CCA / DIA DRC representatives, additional aesthetic enhancements are agreed to for the (6) proposed new 2X5 video walls on the A-B-C concourse header walls, similar aesthetic enhancements could be added to the (4) existing 2X2 Video Walls for design continuity at all video wall locations.

3. **(2) Monster Media Gesture-Activated Video Walls (2 on Concourse B):** Clear Channel does not propose any aesthetic revisions be made to these displays.

**Plan of Action:** At DIA's request, these (2) units included a build-out surround wall which is a 100% finish match for the adjacent base building walls at both locations. This finish schedule is already completely complementary to DIA's base building schedule.

**EXHIBIT B**  
**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**  
**COMPANYNAME**

**SECTION 1 – GENERAL.** Except as the context otherwise requires and unless otherwise expressly provided herein, the capitalized terms in this *Exhibit* to the Agreement shall have the same meaning as any similarly capitalized terms defined in the Agreement or in any *Exhibit* thereto.

**SECTION 2 – ACDBE OBLIGATION.** This agreement is subject to the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23. The Licensee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, or other agreement covered by 49 CFR Part 23.

**SECTION 3 – OTHER AGREEMENTS.** The Licensee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.



**EXHIBIT B-1  
ACDBE APPROVED PLAN**

**ACDBE COMMITMENT FORM**

The undersigned concessionaire/vendor has satisfied the requirements of the proposal specifications in the following manner (Please check ( ✓ ) the appropriate space):

\_\_\_ The concessionaire is committed to a minimum of \_\_\_% of ACDBE utilization on this contract.

X  The concessionaire (if unable to meet the ACDBE goal of 7.5%) is committed to a minimum of 2.35% ACDBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of concessionaire firm: Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

Alex Hqs  
Signature

Director, Contracts and Legal Affairs  
Title

## GOOD FAITH EFFORTS

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

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

GOOD FAITH EFFORT QUESTIONS	Yes (✓) No	
	N/A	N/A
1. If applicable, did you attend pre-proposal conference?	N/A	N/A
2. Did your firm request and obtain a copy of the certified ACDBE firms?	X	
3. Were ACDBE firms contacted or solicited for concession participation?	X	
4. Provide listing of solicited ACDBE firms with whom contact was made, Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. <i>(Include as an Attachment)</i>	X	
5. Was direct contact made with the City's DSBO office? If yes, please identify date/person contacted and assistance sought. <i>(Include as an Attachment)</i>	X	
6. Identify all ACDBE support agencies/associations contacted for ACDBE assistance or solicitation (Minority Chambers of Commerce, purchasing councils, contractor groups, etc.). <i>(Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)</i>		X
7. Were concession-related opportunities to this project advertised in minority/women newspapers and trade journals? <i>(If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)</i>		X
8. Were copies of concession RFP furnished to any ACDBEs?	N/A	N/A
9. Identify efforts made to assist interested ACDBEs in obtaining bonding, insurance, or line of credit. <i>(Please detail any assistance that was provided or if they were referred, to whom)</i>	N/A	N/A

<p>10. Discuss efforts made to define additional elements of the work proposed to be performed by ACDBEs in order to increase the likelihood of achieving the ACDBE goal.</p>	<p>X</p>	
<p>11. List, as an Attachment, all ACDBE negotiations and/or bids received but rejected. Identify company name, contact person, telephone number, date, trade area and the reason for rejecting the proposal or bid.</p>	<p>X</p>	
<p>12. Discuss any other effort(s) aimed at involving ACDBEs (Include as an Attachment):</p> <p>(a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum ACBE participation.</p> <p>(b) Discuss joint ventures initiatives, requesting second-tier ACDBE subcontracting, etc., if any.</p> <p>(c) List all other good faith efforts employed, please elaborate.</p>	<p>X</p>	

**ATTACHMENTS TO GOOD FAITH EFFORTS CHECKLIST**  
**(Numbers correspond to numbers on checklist)**

4.

Company: Calderon Advertising &amp; Public Relations

Contact Person: Mrs. Janina Calderon

Telephone: (303) 979-8744

Date: January 10, 2012 1:00pm and February 29, 2012 4:30pm

Nature of Solicitation: Interview of firm to perform local sales and public relations on behalf of CCA at the Denver International Airport

Company: Final Phase Marketing

Contact Person: Mr. Clifford Franklin

Telephone: (314) 406-3472

Date: January 10, 2012 3:00pm and February 29, 2012 7:30am

Subject: Interview of firm to perform local sales and public relations on behalf of CCA at the Denver International Airport

Company Prescott Group LLC

Contact Person: Mrs. Portia Prescott

Telephone: 720-515-1377

Date: January 10, 2012 5:00pm

Nature of Solicitation: Interview of firm to perform local sales and public relations on behalf of CCA at the Denver International Airport

Company: RMES Communications

Contact Person: Mr. Herman Malone

Telephone: 303-539-5200

Date: January 11, 12:00pm and January 12, 2012 8:30pm

Nature of Solicitation: Discussions with firm to perform IT Service/Maintenance and Installation of VOIP telephones at Denver International Airport

Company: Rich Multimedia Technologies, Inc.

Contact Person: Joshua Buckley

Telephone: 949-208-7659

Date: January 11, 2012 5:00pm

Nature of Solicitation: Discussions with firm to partner with RMES to offer VOIP telephones at the Denver International Airport

Company: Burks Communications

Contact Person: Susan Burks

Telephone: (303) 297-9000

Date: January 12, 2012 10:00am and February 28, 2012 10:45am (phone)  
Subject: Interview of firm to perform local sales and public relations on behalf of CCA at the Denver International Airport

Company: Bradely Capital Enterprises LLC  
Contact Person: Mr. Sean Bradley  
Telephone: Sean Bradley <scanebradley@yahoo.com>  
Date January 12, 2012 6:00pm  
Subject: Interview of firm and discussion about possible partnership with Final Phase Marketing to perform local sales and public relations on behalf of CCA at the Denver International Airport

Company: LaGrant Communications  
Contact Person: Kim Hunter  
Telephone 323.469.8680, ext. 225  
Date January 17, 2012 1:00pm  
Subject: Interview of firm to perform local sales and public relations on behalf of CCA at the Denver International Airport

5. CCA contacted the DSBO office to identify ACDBE certified companies to perform advertising public relations, sales and marketing by phone on January 4, 2012. DSBO office responded via email shortly thereafter:

**From:** Tetteh, Bridget - Office of Economic Development [mailto:Bridget.Tetteh@denvergov.org]  
**Sent:** Wednesday, January 04, 2012 11:55 AM  
**To:** Hopson, Alex  
**Subject:** DBE Certified Companies

Dear Alex,

Please see below for the link you requested for.

<http://www.coloradodot.info/business/equal-opportunity/dbe>

Bridget Tetteh  
Certification Team  
720.913.1714

6. CCA did not have difficulty identifying qualified firms, and hence did not seek assistance from Minority Chambers of Commerce, purchasing councils, contractor groups, etc. CCA's difficulty in meeting the ACDBE goal was in structuring a contract with the firms identified that was compliant with ACDBE rules for participation.
7. CCA did not have difficulty identifying qualified firms and hence did not advertise in minority/women newspapers and trade journals. CCA's difficulty in meeting the ACDBE goal was in structuring a contract with the firms identified that was compliant with ACDBE rules for participation.
8. There was no RFP issued for this concession opportunity.
9. The opportunities offered the ACDBE did not require bonding, insurance, or line of credit by the ACDBE.

10. Initially, CCA sought to hire only one ACDBE company for public relations, marketing and sales, after interviewing a number of firms with varying capabilities and specialties, CCA decided to unbundle the public relations and local sales component into separate opportunities for two ACDBE firms.

11.

Company Prescott Group LLC  
Contact Person: Mrs. Portia Prescott  
Telephone: 720-515-1377  
Date: January 10, 2012 5:00pm  
Trade Area: ?????

CCA rejected this firm because although listed in the DBE directory under the trade area of marketing and advertising, during the interview the firm's members stated and provided CCA with documentation that they were primarily involved in systems integration and solutions, and had no advertising sales force.

Company: Burks Communications  
Contact Person: Susan Burks  
Telephone: (303) 297-9000  
Date: February 28, 2012 10:45am (phone)  
Trade area: Public Relations

This firm rejected CCA's offer because they specialized in marketing and public relations and not advertising sales.

Company: LaGrant Communications  
Contact Person: Kim Hunter  
Telephone 323.469.8680, ext. 225  
Date January 17, 2012 1:00pm  
Trade Area: Marketing, Advertising, Public Relations

CCA rejected this firm because although recommended by DSBO office they had no office in Denver, were not ACDBE certified in Colorado and CCA had identified two other ACDBE firms for the work. CCA is currently in negotiations with this firm for work in their home state of California

Company: Calderon Advertising & Public Relations  
Contact Person: Mrs. Janina Calderon  
Telephone: (303) 979-8744  
Date: January 10, 2012 1:00pm and February 29, 2012 4:30pm  
Trade Area: Advertising and Public Relations

ACDBE rejected CCA's final financial offer which was significantly lower than previous negotiation because CCA altered the structure and compensation of the ACDBE agreement based upon CCA's inability to get its ACDBE plan approved by FAA.

12. Initially, CCA sought to hire only one ACDBE company for public relations, marketing and sales, after interviewing a number of firms with varying capabilities and specialties, CCA decided to unbundle the public relations and local sales component into separate opportunities for two ACDBE firms.

CCA attempted to offer a second contract opportunity to the ACDBE RMES to install and maintain VOIP telephones at the Denver International Airport. The contract was of high dollar value, but unfortunately the structure of the agreement prevented CCA from being able to count as participation the opportunity provided to the ACDBE.

**ACDBE Letter of Intent**

**Name of Concession/vendor firm** Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

**Address:** 4635 Crackersport Road

**City:** Allentown

**State:** PA **Zip** 18104

**Telephone:** 610-395-8002

**E-mail address** ahopson@clearchannel.com

**Name of ACDBE Firm:** Airport Hospitality Services, Inc.

**Address:** 6010 South Ukraine Circle

**City:** Aurora

**State:** CO **Zip** 80015

**Telephone:** 303-875-8375

**E-mail address** Dennis@AirportHSinc.com

**Description of Goods and Services or work to be performed by ACDBE firm:** Advertising Insertion and Maintenance

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of this work is \$1,008,250

**AFFIRMATION:**

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

By:   
Concessionaire Signature

Director Contracts & Legal Affairs  
Title

By:   
ACDBE Signature

owner/President  
Title



**ACDBE Letter of Intent**

**Name of Concession/vendor firm Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports**

**Address: 4635 Crackersport Road**

**City: Allentown**

**State: PA Zip 18104**

**Telephone: 610-395-8002**

**E-mail address ahopson@clearchannel.com**

**Name of ACDBE Firm: RMES Communications, Inc., Denver, CO 80202**

**Address: 1543 Champa St. Suite 201**

**City: Denver**

**State: CO Zip 80202**

**Telephone: 303-521-3774**

**E-mail address hmalone@rmes.com**

**Description of Goods and Services or work to be performed by ACDBE firm: IT Service and Maintenance**

**The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of this work is \$740,000.**

**AFFIRMATION:**

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

By: Alex Hopson / Alex Hopson Director, Contracts & Legal Affairs  
Concessionaire Signature Title

By: Herman Malone / Herman Malone President  
ACDBE Signature Title

**ACDBE Letter of Intent**

**Name of Concession/vendor firm** Clear Channel Outdoor, Inc. d/b/a Clear Channel Airports

**Address:** 4635 Crackersport Road

**City:** Allentown

**State:** PA **Zip** 18104

**Telephone:** 610-395-8002

**E-mail address** ahopson@clearchannel.com

**Name of ACDBE Firm:** Final Phase Marketing Incorporated

**Address:** 802 North 1<sup>st</sup> Street #300

**City:** St. Louis

**State:** MO **Zip** 63102

**Telephone:** 314-421-4040

**E-mail address** clifford@fuseadvertising.com

**Description of Goods and Services or work to be performed by ACDBE firm:** Public Relations and Strategic Marketing

The Concessionaire is committed to utilizing the above named ACDBE for the goods and services or work described above. The estimated dollar value of this work is \$1,296,780

**AFFIRMATION:**

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

By: Alex Hopson \_\_\_\_\_ Director Contracts & Legal Affairs  
Concessionaire Signature Title

By: [Signature] \_\_\_\_\_ 3/30/12  
ACDBE Signature Title

## GOOD FAITH EFFORTS

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

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

GOOD FAITH EFFORT QUESTIONS	Yes (✓) No	
	N/A	N/A
1. If applicable, did you attend pre-proposal conference?	N/A	N/A
2. Did your firm request and obtain a copy of the certified ACDBE firms?	X	
3. Were ACDBE firms contacted or solicited for concession participation?	X	
4. Provide listing of solicited ACDBE firms with whom contact was made, Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. <b><i>(Include as an Attachment)</i></b>	X	
5. Was direct contact made with the City's DSBO office? If yes, please identify date/person contacted and assistance sought. <b><i>(Include as an Attachment)</i></b>	X	
6. Identify all ACDBE support agencies/associations contacted for ACDBE assistance or solicitation (Minority Chambers of Commerce, purchasing councils, contractor groups, etc.). <b><i>(Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)</i></b>		X**see attachment
7. Were concession-related opportunities to this project advertised in minority/women newspapers and trade journals? <b><i>(If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)</i></b>		X**see attachment
8. Were copies of concession RFP furnished to any ACDBEs?	N/A	N/A
9. Identify efforts made to assist interested ACDBEs in obtaining bonding, insurance, or line of credit. <b><i>(Please detail any assistance that was provided or if they were referred, to whom)</i></b>	N/A	N/A

<p>10. Discuss efforts made to define additional elements of the work proposed to be performed by ACDBEs in order to increase the likelihood of achieving the ACDBE goal.</p>	<p>X</p>	
<p>11. List, as an Attachment, all ACDBE negotiations and/or bids received but rejected. Identify company name, contact person, telephone number, date, trade area and the reason for rejecting the proposal or bid.</p>	<p>X</p>	
<p>12. Discuss any other effort(s) aimed at involving ACDBEs <b>(Include as an Attachment)</b>:</p> <p>(a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum ACBE participation.</p> <p>(b) Discuss joint ventures initiatives, requesting second-tier ACDBE subcontracting, etc., if any.</p> <p>(c) List all other good faith efforts employed, please elaborate.</p>	<p>X</p>	



Office of Economic Development  
Division of Small Business Opportunity

201 W. Colfax Ave, Dept 907  
Denver, CO 80202  
p: 720.913.1999  
f: 720.913.1809  
www.milehigh.com

Denver International Airport  
Airport Office Building, Suite 7810  
8500 Peña Boulevard  
Denver, CO 80249-6340  
p: 303.342.2180  
f: 303.342.2190  
www.flydenver.com

March 30, 2012

Alex Hopson  
Clear Channel Airports  
4635 Crackersport Road  
Allentown, PA 18104

Reference: ACDBE Participation in DIA Advertising Program

Dear Mr. Hopson:

The Division of Small Business Opportunity (DSBO) has reviewed the Good Faith Effort submitted by Clear Channel Airports on the above referenced program and has determined that it complies with the requirements of 49 CFR Section 23.25(e)(1)(iii),(iv).

The Division of Small Business Opportunity finds this Good Faith Effort responsive.

The submitted Good Faith Effort commits to 2.35% participation but it is strongly encouraged that you continue to proceed in good faith toward the solicitation of certified ACDBE companies for utilization on this contract.

Sincerely,

Chris Martinez, Director

CC: John Ackerman, DIA  
Bryan Touchstone, DIA  
Heather Barry, DIA  
Leah Older, DIA  
Max Taylor, DIA  
Anthony Lincoln, DSBO  
Vicki Padilla, DSBO



**EXHIBIT C  
INSURANCE CERTIFICATE**

**CITY AND COUNTY OF DENVER  
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

Original COI  
 Change

Advice of Renewal

---

Party to Whom this Certificate is Issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER  
Manager of Aviation  
Denver International Airport  
8500 Peña Boulevard, Room 8810  
Denver CO 80249

---

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: Clear Channel**

---

**I. MANDATORY COVERAGE**

**Colorado Workers' Compensation and Employer Liability Coverage**

Coverage: COLORADO Workers' Compensation

**Minimum Limits of Liability (In Thousands)**

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

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

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

**Commercial General Liability Coverage**

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

**Minimum Limits of Liability (In Thousands):**

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire	\$1,000

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

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503

- or equivalent.
- 5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
- 6. Separation of Insureds Provision required
- 7. General Aggregate Limit Applies Per: Policy \_\_\_Project \_\_\_Location\_\_\_, if applicable

**Business Automobile Liability Coverage**

**Coverage:** Business Automobile Liability (coverage at least as broad as ISO form CA0001)

**Minimum Limits of Liability (In Thousands):** Combined Single Limit \$1,000

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

- 1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
- 2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

**II. ADDITIONAL COVERAGE**

**Umbrella Liability**

**Coverage:**

**Umbrella Liability, Non Restricted Area**  
**Minimum Limits of Liability (In Thousands)** Each Occurrence and aggregate  
 \$1,000

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

- 1. City, its officers, officials and employees as additional insureds.
- 2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
- 3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

**III. ADDITIONAL CONDITIONS**

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

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A-VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by

the City's Risk Administrator prior to contract execution.

- No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

#### **NOTICE OF CANCELLATION**

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



**EXHIBIT D  
CONFIRMATION LETTER**

Pursuant to the requirements of this Agreement, the City and Licensee agree that the Effective Date or the Design and Construction Deadline as set forth on the Summary Page may have changed and therefore some or all of the following dates may have changed. Accordingly, as of the date below the signature of the Manager, the following dates are hereby confirmed:

Effective Date: \_\_\_\_\_

Date of Actual Possession of the Concession Space: \_\_\_\_\_

Start Date: \_\_\_\_\_

Design and Construction Deadline: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Refurbishment Completion Date: \_\_\_\_\_

Term: \_\_\_\_\_

Licensee:

By:

Title:

Countersigned and Approved by the City:  
Kim Day, Manager of Aviation

By:

Title:

Date:

**EXHIBIT D1**  
**LETTER CONFIRMING**  
**ACTUAL DATES OF CERTAIN EVENTS**

The City and Licensee hereby confirm the dates the following events occurred:

Effective Date: \_\_\_\_\_

Date of Actual Possession of the Concession Space: \_\_\_\_\_

Start Date: \_\_\_\_\_

Design and Construction Deadline: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Refurbishment Completion Date: \_\_\_\_\_

Term: \_\_\_\_\_

Licensee:

By:

Title:

Date:

Countersigned and Approved by the City:  
Kim Day, Manager of Aviation

By:

Title:

Date:

**EXHIBIT E  
LICENSEE'S PROPOSAL**

**EXHIBIT F**  
**INDEPENDENT AUDITOR'S REPORT**

We have audited the accompanying schedule of revenues (as defined in the lease agreement dated March 4, 20XX, between ABC Inc., as lessee, and Denver International Airport, as lessor) of ABC Inc. at its Denver International Airport store, for the year ended December 31, 20X2. This schedule is the responsibility of ABC Inc.'s management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of gross sales is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of gross sales. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the schedule of revenues referred to above presents fairly, in all material respects, the gross revenue of ABC Inc. at its Denver International Airport store, for the year ended December 31, 20X2, as defined in the lease agreement referred to in the first paragraph.

This report is intended solely for the information and use of the boards of directors and managements of ABC Inc. and Denver International Airport and is not intended to be and should not be used by anyone other than these specified Parties.

[Signature]

[Date]

**EXHIBIT G**  
**INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES**

To the Management of ABC Inc. and Denver International Airport:

We have performed the procedures enumerated below, which were agreed to by the Management of ABC Inc. and Denver International Airport, solely to assist you in evaluating the accompanying Statement of Revenues for the year ended December 31, 20X1. ABC Inc.'s management is responsible for the statement of revenues. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

Agree the revenue for each of the months in the year ended December 31, 20X1 as listed on the statement of revenues to the ABC Inc. general ledger.

For the months of April and September 20X1, agree the total revenues to the underlying cash register receipts.

For a sample of 10 days within the months selected above, agree the underlying cash receipts to bank deposit slips and bank statements.

For the two months selected above, agree the sales tax amounts from the schedule of revenue into the sales tax returns as filed.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying Statement of Revenues of ABC Inc. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the managements of ABC Inc. and Denver International Airport and is not intended to be and should not be used by anyone other than these specified parties.

[Signature]

[Date]

**EXHIBIT H**  
**MINIMUM CAPITAL INVESTMENT**

**EXHIBIT I  
CONSTRUCTION SCHEDULE**

**EXHIBIT J  
CONCESSION REVENUE MONTHLY REPORT**

**DENVER  
INTERNATIONAL  
AIRPORT**

**Merchandise and Services Concession Revenue Monthly Report**

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

FROM: \_\_\_\_\_ Store name/location identifier: \_\_\_\_\_  
(Company Name)

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email \_\_\_\_\_

	Retail	Services	Cumulative Reportable Revenue From Prior Month
1. Gross Revenue	\$ _____	\$ _____	\$ _____
2. REPORTABLE REV. THIS MO (Subtract Allowable Deduct	\$ _____	\$ _____	\$ _____
3. Percentage Compensation Fee: Current Rate _____ New Rate* _____ (*when cumulative amt. reached)			
Total % Compensation	\$ _____	\$ _____	\$ _____
4. Minimum Monthly Guarantee	\$ _____		
5. Percentage Amount Due (line 3 less line 4)	\$ _____		
6. 1% - Joint Marketing Fund (if applicable)	\$ _____		
7. Total Amount Due with Report (line 5 plus line 6)	\$ _____		
			Cumulative Reportable Revenue Going Forward
8. Remit Amount of Line 8, if Line 8 is greater than zero			

**NOTE: LINE 5 (MMG) IS DUE IN ADVANCE AND WITHOUT NOTICE ON THE 1ST DAY OF EVERY MONTH.  
LATE PAYMENTS ARE ASSESSED INTEREST AND PENALTY CHARGES PER CONTRACT.  
MAKE CHECK PAYABLE TO: AIRPORT REVENUE FUND Mail check to: P.O. Box 492065  
Denver, CO 80249-2065**

**OATH OF CONCESSIONAIRE:**

The undersigned, being first duly sworn, deposes and says, that the gross revenues shown by this statements are true and just, and the percentage shown is due the City and County of Denver in accordance with the Concession Agreement.  
(Please attach subtenants' concession revenue reports if there are any)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date



Exhibit J  
(Sample)

# DENVER INTERNATIONAL AIRPORT

## MERCHANDISE OR SERVICE CONCESSION REVENUE MONTHLY REPORT

For the month of: Sep-11 (Mo. Year) Due on the 10TH DAY of the following month.

FROM: **Clear Channel Airports**

(Company Name)

**4635 Crackersport Rd.**

(Address)

**Allentown, PA 18104**

Telephone #

**610-395-8002**

Fax #

**610-395-4450**

1	<b>GROSS REVENUES:</b>	<b>MERCHANDISE.....</b>	\$	<u>          -</u>
		<b>SERVICES.....</b>	\$	<u><b>\$1,125,968.36</b></u>
		<b>TOTAL GROSS REVENUE.....</b>		<u><b>1,125,968.36</b></u>
	<b>LESS:</b>	<b>DEDUCTIBLE TAXES:.....</b>	\$	<u>          -</u>
		<b>RETURNS &amp; REFUNDS.....</b>	\$	<u>          -</u>
		<b>AUTHORIZED DEDUCTIONS.....</b>	\$	<u>          -</u>
2	<b>TOTAL DEDUCTIONS:.....</b>			<u>          -</u>
3	<b>REPORTABLE REVENUE THIS MONTH (LINE 1 LESS line 2).....</b>			<u><b>1,125,968.36</b></u>
4	<b>PERCENTAGE COMPENSATION FEE:</b>	<u>61%</u> % OF LINE 3.....		<u><b>686,840.70</b></u>
5	<b>MINIMUM MONTHLY GUARANTEE.....</b>			<u><b>170,219.21</b></u>
6	<b>LINE 4 LESS LINE 5.....</b>			<u><b>\$16,621.49</b></u>

REMIT AMOUNT ON LINE 6 WITH THIS REPORT IF LINE 6 IS GREATER THAN ZERO

**NOTE: LINE 5 IS DUE IN ADVANCE AN WITHOUT NOTICE ON THE 1ST DAY OF EVERY MONTH.**

**LATE PAYMENTS ARE ASSESSED INTEREST AND PENALTY CHARGES PER CONTRACT.**

MAKE CHECK PAYABLE TO:

**AIRPORT REVENUE FUND**

Mail check to: P.O. Box 492065

Denver, CO 80249-2065

OATH OF CONCESSIONAIRE:

The undersigned, being first duly sworn, deposes and says, that the gross revenues shown by this statement are true and just, and the percentage shown is due the City and County of Denver in accordance with the Concession Agreement.

(Please attach subtenants' concession revenue reports if there are any)

**Stefanie Nester, CFO**

Authorized Officer

*Stefanie E. Nester*

Signature

10/11  
Date





**CLEAR CHANNEL AIRPORTS  
DENVER INTERNATIONAL AIRPORT  
2011 SALES**

Exhibit J

The Children's Hospital  
TheodoreWest.com  
United Airlines  
University of Colorado  
University of Colorado  
University of Northern Colorado  
University of Northern Colorado  
University of Wyoming  
Western Wireless  
Winters Corporation  
Zach Energy  
Zurich  
Yellowstone Country Tourism  
Zurich

**DISPLAY**

Sample  
COMMITMENT TERM

Client	Product	Start Date	End Date	Jan-11	Feb-11	Mar-11	Apr-11
The Children's Hospital	WW & Dto	5/1/11-5/31/11					
TheodoreWest.com	2 Double Diagonals	1/1/11-3/31/11		6,000.00	6,000.00	6,000.00	
United Airlines	1 Single Banner	5/1/11-4/30/11					6,000.00
University of Colorado	2 Dtos & 2 Spectaculars	9/15/10-6/14/11		11,000.00	10,753.23	11,000.00	11,125.00
University of Colorado	1 Double Dto and 1 CD Screens pkg of 4	9/1/11-8/31/12					
University of Northern Colorado	3 Banners	11/1/10-4/30/11; 8/15/11-4/30/12		8,000.00	8,000.00	8,000.00	8,000.00
University of Northern Colorado	1 Banner & 1 Train Card	3/1/11-12/31/11					4,444.00
University of Wyoming	2 Diagonals	4/1/11-4/30/12					
Western Wireless	4 Dtos & 2 Spots	1/1/11-12/31/11					
Winters Corporation	1 Spectacular	5/27/11-6/10/11					
Zach Energy	4 WW and 1 Train Card Pkg	7/1/11-9/30/11		33,000.00	33,000.00	33,000.00	33,000.00
Zurich	1 Banner & 2 Super Ext Spots	2/1/11-5/31/11; 9/1/11-10/31/11					
Zurich	2 KOB	6/15/10-1/14/11		1,806.45			
Yellowstone Country Tourism	3 RDB & 1 Double Dto	7/1/11-9/30/11					71,500.00
Zurich	2 Spots, 4 Double Banners & 2 Spots (9/1/11-10/31/11)	9/1/11-10/31/11					
Alli Dianna Meris		11/1/10-10/31/11		1,320.00			
Baymont Inn & Suites (to Capriodome Signage)		12/1/10-11/30/11		1,425.00			
Carrier Inn		1/1/11-12/31/11		2,850.00			
Comfort Sable		1/1/11-12/31/11		2,900.00			
Continental Wealth Health		3/15/10-5/14/12		1,200.00			
Country Inn and Suites		12/1/10-11/30/11		2,620.00			
Crowne Plaza DIA		3/1/10-2/28/11; 3/1/11-2/28/12		1,200.00			
Dee Brewer Hotel		3/1/10-2/28/11; 3/1/11-2/28/12		1,240.00			
Deerberry Suites Hotel Denver - Aurora (4444 N. Havana)		11/1/10-10/31/11		2,120.00			
Endeavor Suites Hotel DIA		11/1/10-10/31/11		2,450.75			
Executive Inn (The Summit Group)		11/1/10-10/31/11		2,120.00			
First Inn Management		7/1/10-6/30/11					
Hampton Inn (to Capriodome Management)		3/1/11-12/31/11		2,850.00			
Hampton Inn (to Capriodome Management)		3/1/11-12/31/11		2,440.00			
Hampton Inn (to Capriodome Management)		7/1/10-6/30/11; 7/1/11-6/30/12		1,450.00			
Hampton Inn (to Capriodome Management)		9/15/10-9/14/11; 9/15/11-9/14/12		1,827.30			
La Quinta		1/1/11-12/31/11		1,455.39			
Marriott DIA		12/1/10-11/30/11		1,386.00			
Marriott Inn		9/1/10-8/31/11		1,750.00			
Midwest Inn		12/1/10-11/30/11		1,000.00			
Quality Inn and Suites DIA		9/1/10-8/31/11		3,027.74			
Sam Corp, LLC		9/1/10-8/31/11		1,750.00			
Summit Inn DIA - Room Over		9/1/10-8/31/11		1,750.00			
Summit Inn Denver Grand		9/1/10-8/31/11		1,200.00			
Summit Inn Hotel		9/1/10-8/31/11		1,200.00			
Summit Inn Hotel DIA		9/1/10-8/31/11		1,450.00			

Courtesy: Phoenix Awards

Ally Dianna Meris  
Baymont Inn & Suites (to Capriodome Signage)  
Carrier Inn  
Comfort Sable  
Continental Wealth Health  
Country Inn and Suites  
Crowne Plaza DIA  
Dee Brewer Hotel  
Deerberry Suites Hotel Denver - Aurora (4444 N. Havana)  
Endeavor Suites Hotel DIA  
Executive Inn (The Summit Group)  
First Inn Management  
Hampton Inn (to Capriodome Management)  
Hampton Inn (to Capriodome Management)  
La Quinta  
Marriott DIA  
Marriott Inn  
Midwest Inn  
Quality Inn and Suites DIA  
Sam Corp, LLC  
Summit Inn DIA - Room Over  
Summit Inn Denver Grand  
Summit Inn Hotel  
Summit Inn Hotel DIA

CLEAR CHANNEL AIRPORTS  
DENVER INTERNATIONAL AIRPORT  
2011 SALES

Exhibit J

Client	Display	Contract Term	Jan-11	Feb-11	Mar-11	Apr-11
Springhill Suites	Credit Feb 8 1/2 of April 2008 -	6/1/10-5/31/11; 6/1/11-5/31/12	1,425.00	1,425.00	1,425.00	1,425.00
Springbridge Suites	Previous owners not trespassing	12/1/10-11/30/11	1,575.00	1,575.00	1,575.00	1,575.00
Super 8 D/a	Resort Hotel Properties	6/15/10-5/31/11; 6/15/11-5/31/12	2,438.00	2,502.74	2,757.26	2,590.43
		6/1/10-3/31/11	1,400.00	1,400.00	1,400.00	1,400.00

REPORT TOTAL

\$598,818.30 \$676,763.92 \$664,702.39 \$667,233.53

TOTAL GROSS REVENUE

\$659,818.30 \$676,763.92 \$664,702.39 \$667,233.53

PERCENTAGE FEE (@ 61%)

\$402,489.10 \$412,825.99 \$405,468.46 \$407,812.45

MINC

CONCESSION PAYMENT TO DIA

\$365,279.16 \$412,825.92 \$405,468.46 \$394,812.45

Denver Detailed Inventory

Exhibit J  
(Sample)

Diorama	Location Number	AE	Current Advertiser	Start Date	End Date	AE	Incoming Advertiser	Start Date	End Date
Level 5 - Arrivals	6D1	mv	PSA Filler Army National Guard	8.1.10					
	6D2		PSA Frog Filler	12.15.09					
	6D3		PSA Filler - JMF	1.20.11					
	6D4		PSA Filler-Geoffrey Bean	1.20.11					
	6D5		MapQuest Filler	8.1.10					
	6D6	mv	Isle of Capri Bonus	8.15.10	4.31.11				
	6D7	mv	University of Colorado	8.15.10	8.14.11				
	6D8	mv	University of Colorado	8.15.10	8.14.11				
	6D9	mv	TicketsWest	1.1.11	3.31.11				
	6D10	mv	TicketsWest	1.1.11	3.31.11				
	6D11		Flysmart Filler	8.23.10					
	6D12	mv	CSU Brand Bonus	2.1.11	2.28.11				
	6D13		PSA Filler - Nat'l Sports Center for Disabled	2.1.10					
	6D14		Flysmart Filler	8.23.10					
	6D15		MapQuest Filler	1.20.11					
	6D16		PSA Filler - FBL	1.20.11					
	6D17		PSA Filler - Special Olympics	4.20.09					
	6D18		Flysmart Filler	8.23.10					
	6E1		PSA Filler - Nat'l Sports Center for Disabled	1.7.09					
	6E2		CCA Filler						
	6E3	in	Children's Museum - Filler	8.1.10					
	6E4	JJ	La Quinta Bonus	3.1.07	2.28.11				
	6E5	mh	Barracuda Bonus	6.1.10	3.31.11				
	6E6	mv	Boa Bonus	1.1.11	1.31.11				
	6E7	mv	CSU MBA Filler	12.1.10	12.31.10				
	6E8	mv	Mission Yogurt Bonus - Pizza Hut	4.1.10	8.31.11				
	6E9		PSA - FBL	9.1.10					
	6E10	mv	Tusca Bonus	12.15.11	3.14.11				
	6E11	pr	Verizon Bonus	4.1.10	12.31.11				
	6E12	mh	Barracuda	3.6.10	2.28.11				
	6E13	mv	Boa Bonus	1.1.11	1.31.11				
	6E14		PSA Filler - JMF	1.20.11					
	6E15	mv	Isle of Capri Bonus	8.1.10	4.30.11				
	6E16	mv	CSU Cont Education Filler	7.1.10					
	6E17		Denver Theater and Arena Filler	2.1.10					
	6E18	mv	Colo School of Mines Bonus	7.1.08	6.30.11				
	6E19		CCA Filler	2.1.10					
	6E20	mv	Boa Bonus	1.1.11	1.31.11				
	6E21		Flysmart Filler	2.1.11					
	6E22	mv	MapQuest Filler	3.1.10					
	6E23		Isle of Capri Bonus	8.1.10	4.30.11				
	6E24	mv	Colo School of Mines Bonus	7.1.08	6.30.11				
	6E25	mv	CSU MBA Filler	12.1.10	12.31.10				
	6E26		Hill, Inc PSA Filler	11.20.10					
	6E27		PSA Filler - FBL	2.1.10					
	6E28	in	Children's Museum - Filler	8.1.10					
	6E35		PSA Filler - Nat'l Sports Center for Disabled						
	6E36		Denver Theater and Arena Filler	12.15.09					
	6E37		Flysmart Filler	8.23.10					
	6E38		PSA Filler - AAOS						
	5W1		American Veteran PSA Filler	9.18.08					
	5W2		CCA Filler						
	5W3		PSA Filler - Geoffrey Beene	10.10.10					
	5W4		PSA Filler USO						
	5W5		PSA Filler - ChildFund.org						
	5W6		PSA Filler - USO	1.1.10					
	5W7		Flysmart Filler	8.23.10					
	5W8		PSA Filler - UNHCR	2.1.10					
	5W9		PSA Filler - Special Olympics	2.1.10					
	5W10	mv	Boa Bonus	1.1.11	1.31.11				
	5W11	mv	CSU MBA Filler	12.1.10	12.31.10				
	5W12	JJ	La Quinta Bonus		12.31.11				
	5W13	mv	Boa Bonus	1.1.11	1.31.11				
	5W14	mv	Tusca Bonus	12.15.10	3.14.11				
	5W15		PSA Filler - Hill, Inc	11.15.10			5470 Hols		
	5W16	mv	Colo School of Mines Bonus	7.1.08	6.30.11				
	5W17	RB	Barracuda Networks	10.1.08	2.28.11				
	5W18	mv	CSU Cont Education Filler	7.1.10	6.31.11				
	5W19		PSA Filler - FBL	2.1.11					
	5W20	mv	Boa Bonus	1.1.11	1.31.11				
	5W21		Verizon Bonus	7.1.10	12.31.10				
	5W22		PSA Filler USO						
	5W23		PSA Filler - Hill, Inc	11.20.10					
	5W24		PSA Filler - Nat'l Assoc. of Credit Counseling	2.1.10					
	5W25	mv	Colo School of Mines Bonus	7.1.08	6.30.11				
	5W26	mv	Isle of Capri Bonus	8.1.10	4.30.11				
	5W27	mv	CSU MBA Filler						
	5W28		Flysmart Filler	8.23.10					
	5W29		Isle of Capri Bonus						
	5W30		PSA Filler - FBL						
	5W31		Denver Theater and Arena Filler	12.15.09					
	5W32	in	PSA Filler - ChildFund.org	8.1.10					
	5W33	mv	Denver Theater and Arena Filler						
	5W34		Flysmart Filler	8.23.10					
Level 6 Departures	6D1		PSA Filler - Nat'l Sports Center for Disabled	8.1.10					
	6D2	mh	Barracuda Bonus	2.1.07	2.28.11				
	6D3	mv	CSU Extension	1.1.11	1.31.11				
	6D4	mv	CSU Extension	1.1.11	1.31.11				
	6D5	RB	Verizon	1.1.07	12.31.11				
	6D6	DM	Barracuda Networks	2.1.07	2.28.11				
	6D7	RB	Verizon	1.1.07	12.31.11				
	6D8		Flysmart Filler	8.23.10					
	6D9	mv	CSU Bonus	2.1.11	2.28.11				
	6D10	mv	IQ Navigator Filler	10.1.10	10.31.10				
	6D11	mv	Map Quest Filler	1.20.11					
	6D12	mv	Map Quest Filler	1.20.11					
	6D13	mv	Husleed Law Firm Bonus	9.15.08	3.14.11				
	6D14		Barracuda Bonus	1.20.11	2.28.11				
	6D15		Tusca Bonus	1.20.11	3.31.11				
	6D16	mv	Colorado School of Mines Bonus	7.1.08	6.30.11				
	6D17	mv	TicketsWest Bonus	1.1.11	3.31.11				
	6D18	mv	TicketsWest Bonus	1.1.11	3.31.11				
6D19	mv	CSU Bonus	12.1.10	12.31.10					
6D20		Flysmart Filler	8.23.10						
6D21		PSA Filler-FBL	1.20.11						
6D22		national sport for the disabled Filler							

Denver Detailed Inventory

		Exhibit J (Sample)					
	6D23	PSA Filer - American Veterans					
	6D24	CSU Wall Filer					
	6D25	PSA Filer - Guide Dogs	6.1.10				
	T6NW1	mv Husband Law Firm Bonus	6.16.07	3.14.11			
	T6NW2	Flyemart Filer	1.20.11				
	T6NW3	PSA Filer - EarthJustice	1.20.11				
	T6NE1	mh Barracuda	1.20.11	2.28.11			
	T6NE2	PSA Filer - Habitat Humanity	1.20.11			E470 Hold	
	T6NE3	PSA Filer - Hdl, Inc	1.20.11				
	T6SW1	PSA Filer - Red Rocks	1.20.11				
	T6SW2	mv CSU Bonus	2.1.11	2.28.11			
	T6SW3	mv Husband Law Firm Bonus	6.16.07	3.14.11			
	Y6SE1	PSA Filer - FBL	1.20.11				
	T6SE2	mv Embar Scale Filer	4.1.				
	T6SE3	KCA Radio Filer	10.16.09				
<b>Concourse A</b>							
even - arriving	ABB1	mv Quizno/Mesa Verde	3.1.10	2.28.11			
uneven - depart.	ABB2	mv Quizno/Chief Jimmy's	3.1.10	2.28.11	mv	First Bank Hold	3.1.11 12.31.11
	ABB3	mv Quizno/Mesa Verde	3.1.10	2.28.11			
	ABB4	mv Quizno/Chief Jimmy's	3.1.10	2.28.11			
	ABB5	mv Quizno/Mesa Verde	3.1.10	2.28.11			
	ABB6	mv Quizno/Chief Jimmy's	3.1.10	2.28.11			
	ABB7	mv Quizno/Chief Jimmy's	3.1.10	2.28.11	mv	First Bank Hold	3.1.11 12.31.11
	ABB8	mv Quizno/Mesa Verde	3.1.10	2.28.11			
<b>Concourse B</b>							
	BE23w	PSA Filer - Denver Theaters and Arenas	12.1.10				
	BE24w	mv Mission Yogurt - Pizza Hut Bonus	6.16.10	6.31.11			
	BE25w	PSA Filer - Paradise Bakery					
	BH1/RB	PSA Filer					
	BH1	mv FirstBank Bonus	1.1.11	2.28.11			
	BH2	pr Juniper Filer	12.18.10	1.18.11			
	BH3/44	PSA Filer	8.1.10				
	BH3	mv FirstBank Bonus	1.1.11	2.28.11			
	BH4	pr Juniper Filer	12.18.10	1.18.11			
	BBB1	mv Mission Yogurt - Que Pasa	6.1.06	5.31.11			
	BBB2	mv Mission Yogurt - Izza Wrap	6.1.06	5.31.11			
	BBB3	mv Mission Yogurt - Pizza Hut	6.1.06	5.31.11			
	BBB4	mv Mission Yogurt - Que Pasa	6.1.06	5.31.11			
	BBB5	mv Mission Yogurt - Pizza Hut Bonus	6.1.06	5.31.11			
	BBB6	mv Mission Yogurt - Que Pasa	6.1.06	5.31.11			
	BBB7	mv Mission Yogurt - Izza Wrap	6.1.06	5.31.11			
	BBB8	mv Mission Yogurt - Que Pasa	6.1.06	5.31.11			
	BW17w	mv Marriott Courtyard Filer	6.14.10	11.13.10			
	BW18w	mv Flyemart Filer	6.23.10				
	BW19w	mv Denver Theater and Arenas Filer	12.16.09				
<b>Concourse C</b>							
	CH1	mv University of Colorado	6.1.10	6.15.11			
	CH2	mv University of Colorado	6.1.10	6.15.11			
	CH3	mv Juice Bonus	12.16.10	3.14.11			
	CH4	pr Verizon Bonus	4.1.10	12.31.11			
	CHW1	mv Einstein Bonus	1.1.11	10.31.11			
	CHW2	mv Timberline - Smk Bear Bonus	1.1.11	10.31.11			
	CHW3	mv Einstein Bonus	6.1.06	10.31.11			
	CHW4	mv Smoking Bear Bonus	11.1.10	10.31.11			
	CB1	mv Timberline Bonus	1.1.11	10.31.11	mv	FirstBank Bonus Hold	3.1.11
	CB2	mv Timberline Bonus	1.1.11	10.31.11			
	CB3	mv Einstein Bonus	1.1.11	10.31.11	mv	FirstBank Bonus Hold	3.1.11
	CB4	mv FirstBank	11.1.10	2.28.11	mv	FirstBank Bonus Hold	3.1.11
	CB5	mv FirstBank	11.1.10	2.28.11			
	CB6	mv Einstein Bonus	1.1.11	10.31.11			
	CB7	pr Verizon Bonus	12.1.10	12.31.11			
	CB8	mv Timberline Bonus	1.1.11	10.31.11	mv	FirstBank Bonus Hold	3.1.11
<b>DIORAMAS</b>							
<b>Concourse A</b>							
double dioramas	AE1/2	PSA Filer - FBL	1.20.11				
	AE2	mv The Husband Law Firm Bonus	7.25.10				
	AE3/4						
	AE5	mv CSU Bonus	10.1.10	12.31.10			
	AE4	mv PSA Filer-Natl Sports Ctr	2.1.11				
	AE5/6						
	AE6	mv PSA Filer - Geoffrey Bean	1.20.11				
	AE7	mv Barracuda Bonus		2.28.11			
	AE7/8						
	AE7	mv Colo School of Mines Bonus	3.1.10	6.30.11			
	AE8	pr Juniper	12.18.10	1.18.11			
	AE9/10						
	AE9	mv Barracuda Networks Bonus	10.1.06	2.28.11			
	AE10	mv CSU Sampath Filer	3.1.10	10.31.10			
	AE11/12						
	AE11	mv Mission Yogurt - Pizza Hut Bonus		6.31.11			
	AE12	mv MapQuest Filer	4.1.10				
	AW1/2						
	AW1	mv Ticket West Bonus	1.1.11	3.31.11			
	AW2	mv Aeras Bonus	1.1.11	6.14.12		E470 Hold	
	AW3/4						
	AW3	mv PSA Filer - Geoffrey Bean	1.20.11				
	AW4	pr Juniper	12.23.10	1.18.11			
	AW5/6						
	AW5	pr Juniper	12.18.10	1.18.11	mv	Husband Law Firm Bonus	1.20.11
	AW6	mv Accenture Bonus	1.1.11	10.31.11			
	AW7/3						
	AW7	mv Ticket West Bonus	1.1.11	3.31.11			
	AW8	mv Colo School of Mines Bonus	6.16.10	6.30.11			
<b>Concourse B</b>							
	BE1/2						
	BE1	mv Verizon	1.1.07	12.31.11			
	BE2	mv Marriott Courtyard Filer	6.14.10	11.13.10			
	BE3/4						
	BE3	mv Barracuda	3.8.10	2.28.11			
	BE4	pr Juniper	12.18.10	1.18.11	mv	Husband Law Firm Bonus	1.20.11
	BE5/6						
	BE5	mv Accenture	10.1.07	10.31.11			
	BE6	mv Accenture	10.1.07	10.31.11			
	BE7/8						

Denver Detailed Inventory

		Exhibit J (Sample)					
	BE7	mv	FI Lewis College Bonus	11.1.10	4.30.11		
	BE8	mv	Husted Law Firm Bonus	1.1.11	3.31.11		
	BE10	mv	CSU MBA Filer	12.1.10	12.31.10		
	BE10	mv	CSU MBA Filer	12.1.10	12.31.10		
	BE11	mv	Marriott Courtyard Filer	8.14.10	11.13.10		
	BE12	mv	Tusca Bonus	12.15.10	3.14.11		
	BE13	PR	Accenture Bonus	11.1.08	10.31.11		
	BE14	mv	Pizza Hut Bonus	4.20.10			
	BE15	PR	Accenture Bonus	1.20.11	10.31.11		
	BE16	RS	Barracuda Network	1.15.08	2.28.11		
	BE17	mv	Mission Yogurt - Izza Wrap	8.1.08	5.31.11		
	BE18	mv	CSU Extension Bonus	1.1.11	1.31.11		
	BE19	mv	Husted Bonus	8.15.10	3.15.11		
	BE20		Marriott Filer	12.1.10			
	BW12	mv	CU Bonus	1.1.11			
	BW12	pr	Juniper	12.18.10	1.18.11	mv	Husted Law Firm Bonus 1.20.11
	BW34	RS	Verizon	1.1.07	12.31.11		
	BW44	mv	Marriott Courtyard Filer	8.14.10	11.13.10		
	BW56	mv	Tusca Bonus	1.1.11	3.14.11	E479 Hold	
	BW76	mv	Husted Law Firm Bonus	12.1.10			
	BW77	mv	TicketsWest	1.1.11	3.31.11		
	BW78	mv	TicketsWest	1.1.11	3.31.11		
	BW90	mv	CSU Extension	1.1.11	1.31.11		
	BW10	mv	CSU Extension	1.1.11	1.31.11		
	BW11	mv	Marriott Courtyard Filer	8.14.10	11.13.10		
	BW12	mv	Jockey Filer	11.1.10	12.31.10		
	BW13	mv	Marriott Courtyard Filer	8.14.10	11.13.10		
	BW14	mv	PSA-Army Mail Guard Filer	2.1.11			
	BW15	mv	Accenture Bonus	1.20.11	10.31.11		
	BW16	pr	Juniper	12.18.10	1.18.11		
Concourse C	CE1	mv	PSA Filer - Hill, Inc	1.20.11			
	CE2	mv	Barracuda	3.8.10	2.28.11		
	CE3	pr	Juniper	12.18.10	1.18.11		
	CE4	mv	Avaya Bonus	1.1.11	6.14.12		
	CE5	pr	Juniper	12.18.10	1.18.11		
	CE6	mv	Mapquest Filer	2.1.11			
	CE7	mv	Smoking Bear Bonus	12.15.07	5.31.11		
	CE8	mv	Barracuda Bonus	1.1.11	2.28.11		
	CW1	mv	CSU Extension	1.1.11	1.31.11		
	CW2	mv	CSU Extension	1.1.11	1.31.11		
	CW3	mv	CSU MBA Filer	12.1.10	12.31.10		
	CW4	mv	CSU MBA Filer	12.1.10	12.31.10		
	CW5	mv	First Bank Filer	10.1.10	12.31.10		
	CW6	mv	First Bank Filer	10.1.10	12.31.10		
	CW7	mv	Barracuda	3.8.10	2.28.11		
	CW8	mv	Tusca Bonus	1.1.11	3.15.11		
Concourse A	E1A2A	mv	Icon Lasic	3.1.10	12.31.11		
	E1A						
	E2A						
Concourse C	E1C2C	mv	Isle of Capri	10.1.10	4.30.11		
	E1C						
	E2C						
Escalator							
Spectacular							
Level 5 - Arrivals	5N JJ		Southwest Airlines	1.1.07	12.31.11		
	5S JJ		Southwest Airlines	8.1.08	12.31.11		
Concourse A	E5A	am	Jeep Filer	8.1.10	12.31.10	pr	Xerox 2.1.11 12.31.11
	E5A		PSA Filer				
Concourse B	E5B	mv	MWH	1.1.09	2.28.11		
	E5B	mv	Sports Authority	8.1.10	5.31.12		
Concourse C	E5C	am	Jeep Filer	8.1.10	12.31.10	pr	Xerox 2.1.11 12.31.11
	E5C		PSA Filer - FBL				
Spectacular							
Level 5 - Arrivals	5S1	mv	University of Colorado	9.15.10	6.14.11		
	5S2	pr	Xerox Filer	9.7.10	12.8.10		
	5S3		CCA Filer	12.1.10			
	5S4	mv	First Bank Bonus	12.1.10	2.28.11		
	5S5	mv	First Bank Bonus	1.1.11	2.28.11	mh	Waters Corp 5.27.11 6.30.11
Level 6 - Departures							
	6S4	ph	Chase United Filer	12.1.10	12.31.10		
	6S5	mv	Colo School of Mines Bonus	7.1.08	6.30.11		
	6S7	mv	CSU Brand Bonus	2.1.11	2.28.11		
	6S8	ph	Chase United Filer	12.1.10	12.31.10		
Concourse A	AS1	mv	CSU Brand Bonus	2.1.11	2.28.11		
	AS2	RB	Verizon	1.1.10	12.31.11		



Denver Detailed Inventory

			Exhibit J (Sample)				
	ASS	RB Verizon	1.1.10	12.31.11			
	AS4	mv University of Colorado	8.15.10	8.14.11			
	BS1	mv First Bank	7.1.10	2.28.11			
	BS2	mv First Bank	10.1.10	2.28.11	Ile of Capri Hold	3.1.11	4.30.11
	BS3	mv Access	8.15.10	7.14.12			
	BS4	mv Ile of Capri	7.1.10	4.30.11	MVH Hold	3.1.11	12.31.11
	B36	mv Colo School of Mines Bonus	7.1.08	8.30.11	Children's Hospital Hold	2.1.11	
Concourse C	CS1	mv CSU Cont Ed Filer	1.1.11				
	CS2	mv First Bank	1.1.11	2.28.11			
	CS3	mv First Bank	1.1.11	2.28.11			
	CS4	mv Smoking Bear - Timberline	8.16.08	5.31.11			
<b>Banner</b>							
Concourse A	ZAE1	mv CSU MBA Filer	12.1.10	12.31.10	UNC Hold		
	ZAE2	mv MVH	1.1.08	2.28.11	MVH Hold Bonus	1.1.11	12.31.11
	ZAE3	mv CSU Brand	2.1.11	5.31.11			
	ZAE4	mv CSU Brand	2.1.11	5.31.11			
	ZAW1	mv UNC	11.1.10	4.30.11	E470 Hold	4.1.11	10.31.11
	ZAW2	mv SkLoom - Bonus	10.15.10		mv	Bonitanic Gardens Bonus	5.1.11
	ZAW3	mv Sport Authority Bonus	8.1.10	5.31.12			
	ZAW4	mv Sport Authority Bonus	8.1.10	5.31.12			
Concourse B	ZBE5	mv Ft Lewis College	11.1.10	4.30.11			
	ZBE6	mv psa filer	11.1.10		mv	Bonitanic Gardens	8.1.11
	ZBE7	mv CSU Brand	2.1.11	5.31.11			
	ZBE8	mv CSU Brand	2.1.11	5.31.11			
	ZBE9	ph JP Morgan Chase	1.1.11	8.30.11			
	ZBE10	ph JP Morgan Chase	1.1.11	8.30.11			
	ZBE11	mv Filer - Denver Theater and Arena	11.20.11				
	ZBE12	mv Sport Authority Bonus	8.1.10	5.31.12			
	ZBE13	mv Colorado School of Mines Bonus	7.23.10	8.30.11			
	ZBE14	mv Hustead Bonus					
	ZBE16	mv SkLoom Bonus	1.1.11				
	ZBE18	mv PSA Filer	11.15.10		E470 Hold	4.1.11	10.31.11
	ZBE17	mv UNC	11.1.10	4.30.11			
	ZBE18	mv Stranahane Filer	10.11.10				
	ZBE19	mv Colorado School of Mines	7.23.10	8.30.11			
	ZBE20	mv MVH Bonus	8.1.10	2.28.11			
	ZBE21	mv SkLoom Bonus	12.1.10				
	ZBE22	mv PSA Filer - FBL	8.1.10				
	ZBE23	mv SkLoom Bonus	7.8.10				
	ZBE24	mv Denver Theater and Arena Filer	8.1.10				
	ZBE25	mv Oakley Filer	11.15.10	1.14.11			
	ZBE26	mv SkLoom Bonus	7.8.10				
	ZBE27	mv Easter Seals Filer	2.1.10				
	ZBE28	mv SkLoom Bonus	1.20.11				
	ZBE29	mv Denver Theater and Arena Filer	10.11.10				
	ZBE30	mv Oakley	11.15.10	1.14.11			
	ZBE31	mv Colorado School of Mines Bonus	11.1.10	8.30.11			
	ZBE32	mv SkLoom Bonus	7.8.10				
	ZBW6	mv UNC	11.1.10	4.30.11	mv	Bonitanic Gardens	5.1.11
	ZBW8	mv MVH	1.1.07	2.28.11			
	ZBW7	ph JP Morgan Chase	1.1.11	8.30.11			
	ZBW8	ph JP Morgan Chase	1.1.11	8.30.11			
	ZBW9	mv CSU Brand	2.1.11	5.31.11			
	ZBW10	mv CSU Brand	2.1.11	5.31.11			
	ZBW11	mv SkLoom Bonus	1.1.11				
	ZBW12	mv PSA Filer - FBL	1.20.11				
	ZBW13	mv Colorado School of Mines Bonus	7.23.10	8.30.11			
	ZBW14	mv Mission Yogurt - Pizza Hut	8.1.08	5.31.11			
	ZBW15	mv Colorado School of Mines	7.23.10	8.30.11			
	ZBW16	mv Ile of Capri Filer	5.1.10	4.30.11			
	ZBW17	mv PSA Filer - JMF	1.20.11				
	ZBW18	mv Denver Theater and Arena Filer	9.1.10				
	ZBW19	mv PSA Filer - Easter Seals	10.11.10				
	ZBW20	mv Mission Yogurt - Pizza Hut	8.1.08	5.31.11			
	ZBW21	mv Ile of Capri Bonus	8.1.10	4.30.11			
	ZBW22	mv SkLoom Bonus	7.8.10				
	ZBW23	mv Stranahane Filer	9.1.10				
	ZBW24	mv PSA Filer - Saskatchewan	10.11.10				
	ZBW25	mv PSA Filer	1.1.11				
	ZBW26	mv SkLoom Bonus	1.20.11				
	ZBW27	mv Mission Yogurt - Pizza Hut	10.11.10				
	ZBW28	mv PSA Filer - FBL	8.1.10	8.31.11			
	ZBW29	mv SkLoom Bonus	4.1.08	3.31.11			
	ZBW30	mv SkLoom Bonus	1.20.11				
	ZBW31	mv SkLoom Bonus (obarmeyer)	1.20.10				
	ZBW32	mv Denver Theater and Arena Filer	10.11.10				
Concourse C	ZCE1	mv Colorado School of Mines	8.16.10	8.30.11			
	ZCE2	mv SkLoom Bonus	12.1.10		mv	Denver Bonitanic Garden Bonus	5.1.11
	ZCE3	mv UNC Bonus	11.1.10	4.30.11			
	ZCE4	mv Einstein Bergal Bonus	1.1.11		E470 Hold		
	ZWC1	mv SkLoom Bonus	12.1.10				
	ZWC2	mv Colorado School of Mines	8.16.10	8.30.11			
	ZWC3	mv Sport Authority Bonus	8.1.10	8.31.12			
	ZWC4	mv Sport Authority Bonus	8.1.10	8.31.12			
<b>Rotating Sign Boards</b>							
<b>Main Terminal</b>							
	MTR1/2	ph JP Morgan Chase	1.1.11	8.30.11			
	MTR3/4	ph JP Morgan Chase	1.1.11	8.30.11			
	MTR5/6	ph JP Morgan Chase	1.1.11	8.30.11			
	MTR7/8	ph JP Morgan Chase	1.1.11	8.30.11			
Concourse A	AR1	mv PSA Filer	11.15.10				
	AR2	mv PSA Filer	11.15.10				
	AR3	mv Xing Tea Bonus	1.1.11	1.14.11			
	AR4	mv Xing Tea Bonus	1.1.11	1.14.11			
	AR5	mv Orange Revolution Filer	10.1.10	10.31.10			
	AR6	mv Orange Revolution Filer	10.1.10	10.31.10			
	AR7	mv Tusco Bonus	12.15.10	3.14.11			
	AR8	mv Tusco Bonus	12.15.10	3.14.11			
	AR9	mv MISSION YOGURT	11.1.08	10.31.12			
	AR10	mv MISSION YOGURT	11.1.08	10.31.12			
Concourse B	BR1	mv Xing Tea	8.1.10	1.31.11			
	BR2	mv Xing Tea	8.1.10	1.31.11			
	BR3	mv Xing Tea	8.1.10	1.31.11			
	BR4	mv Xing Tea	8.1.10	1.31.11			
	BR5	mv PSA Filer	12.1.10				

Denver Detailed Inventory

			Exhibit J (Sample)				
	BR6	PSA Filler	12.1.10				
	BR7	mv Tusca	12.15.10	3.14.11			
	BR8	mv Tusca	12.15.10	3.14.11			
	BR9	DS SKYPORT	12.1.09	11.30.12			
	BR10	DS SKYPORT	12.1.09	11.30.12			
	BR11	DS SKYPORT	12.1.09	11.30.12			
	BR12	DS SKYPORT	12.1.09	11.30.12			
	BR13	DS MISSION YOGURT	11.1.09	10.31.10			
	BR14	DS MISSION YOGURT	11.1.09	10.31.10			
	MEZZR1	DS SKYPORT	12.1.09	11.30.15			
	MEZZR2	DS SKYPORT	12.1.09	11.30.15			
	MEZZR3	DS SKYPORT	12.1.09	11.30.15			
	MEZZR4	DS SKYPORT	12.1.09	11.30.15			
	MEZZR5	DS SKYPORT	12.1.09	11.30.15			
	MEZZR6	DS SKYPORT	12.1.09	11.30.15			
<b>Concourse C</b>							
	CR1	PSA Filler	12.1.10				
	CR2	PSA Filler	12.1.10				
	CR3	mv Xing Tea Bonus	1.1.11	1.14.11			
	CR4	mv Xing Tea Bonus	1.1.11	1.14.11			
	CR5	jm Orange Revolution Filler	10.1.10	10.31.10			
	CR6	jm Orange Revolution Filler	10.1.10	10.31.10			
	CR7	mv First Bank Filler	4.1.10	9.30.10			
	CR8	mv First Bank Filler	4.1.10	9.30.10			
	CR9	DS MISSION YOGURT	11.1.09	10.31.10			
	CR10	DS MISSION YOGURT	11.1.09	10.31.10			

TSA Security Wraps

Terminal 5							
	TSA1A	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA1B	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA1C	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA1D	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA2A	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA2B	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA2C	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA2D	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA3A	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA3B	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA3C	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA3D	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA4A	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA4B	JJ Southwest Airlines	1.1.09	12.31.11			
	TSA4C	JJ Southwest Airlines	1.1.09	12.31.11			

LCD SCREENS

	LCD-1				mv	Korbal	3.1.11	3.31.11
	LCD-2					E470 Hold		
	LCD-3					One Sid Hill Hold		
	LCD-4	mv	Tusca	12.15.10	3.14.10			
	LCD-5	ph	MLT Vacation	2.7.11	2.28.11	Colorado Mtn College Hold		
	LCD-6							

Floor Exhibit

Concourse A							
	AEX1	MP	Bose	1.1.11			
	AEX2	GS	Berclay	1.1.11			
	AEX3	GS	Berclay	1.1.11			
	AEX4						
	AEX5	GS	Berclay	1.1.11			
	AEX6	GS	Berclay	1.1.11			
<b>Concourse B</b>							
	BEX1	GO	Chase	4.15.11			
	BEX2	MP	Bose	1.1.11			
	BEX3	GO	Chase	4.15.11			
	BEX4	MP	Bose	1.1.11			
	BEX5	JM	Courtyard by Marriott bonus	9.78.10	11.14.10		
<b>Concourse C</b>							
	CEX1						
	CEX2						
	CEX3						
	CEX4	GS	Chase	1.1.11			
	CEX5						
	CEX6						

CONCOURSE TRAIN STATION WALL WRPS

Concourse A									
	AWWIA1								
	AWWIA2								
	AWWIA3								
	AWWB1								
	AWWB2								
	AWWB3	mv	Colorado Mountain College	12.1.10	12.31.10	mv	CSU	6.1.11	6.30.11
	AWWB4	mv	Colorado Mountain College	12.1.10	12.31.10	mv	CSU	6.1.11	6.30.11
	AWWB5	mv	Colorado Mountain College	12.1.10	12.31.10	mv	CSU	6.1.11	6.30.11
	AWWB6								
	AWWIA4								
	AWWIA5								
	AWWIA6								
	AWWQA1								
	AWWQB1								
	AWWQB2								
	AWWQB3								
	AWWQB4								
	AWWQB5								
	AWWQB6								
	AWWQB7								
	AWWQA2								
	AWWQA3								
<b>Concourse B</b>									
	BWWIA1	mv	BOA	1.1.11	1.31.11				
	BWWIA2	mv	BOA	1.1.11	1.31.11				
	BWWIA3	mv	BOA	1.1.11	1.31.11				
	BWWB1	mv	BOA	1.1.11	1.31.11				
	BWWB2	mv	BOA	1.1.11	1.31.11				
	BWWB3	mv	BOA	1.1.11	1.31.11				
	BWWB4	mv	BOA	1.1.11	1.31.11	mv	CSU	6.1.11	6.30.11
	BWWB5	mv	BOA	1.1.11	1.31.11	mv	CSU	6.1.11	6.30.11
	BWWB6	mv	BOA	1.1.11	1.31.11	mv	CSU	6.1.11	6.30.11
	BWWIA4	mv	BOA	1.1.11	1.31.11				
	BWWIA5	mv	BOA	1.1.11	1.31.11				
	BWWIA6	mv	BOA	1.1.11	1.31.11				
	BWWQA1								
	BWWQB1								
	BWWQB2								
	BWWQB3								

Denver Detailed Inventory

			Exhibit J (Sample)					
	BWWOB4							
	BWWOB5							
	BWWOB6							
	BWWOB7							
	BWWOA2							
	BWWOA3							
<b>Concourse C</b>	CWWA1							
	CWWA2							
	CWWA3							
	CWWB1							
	CWWB2							
	CWWB3	mv	Colorado Mountain College	12.1.10	12.31.10	mv	CSU	6.1.11 6.30.11
	CWWB4	mv	Colorado Mountain College	12.1.10	12.31.10	mv	CSU	6.1.11 6.30.11
	CWWB5	mv	Colorado Mountain College	12.1.10	12.31.10	mv	CSU	6.1.11 6.30.11
	CWWA4							
	CWWA5							
	CWWA6							
	CWWA7							
	CWWA8							
	CWWOA1							
	CWWOA1a							
	CWWOA1b							
	CWWOB1							
	CWWOB2							
	CWWOB3							
	CWWOB4							
	CWWOB5							
	CWWOB6							
	CWWOB7							
	CWWOA2							
	CWWOA3							
<b>Main Terminal</b>	MTWW1	ph	JP Morgan	6.1.10	6.30.11			
	MTWW2	ph	JP Morgan	6.1.10	6.30.11			
	MTWW3	ph	JP Morgan	6.1.10	6.30.11			
	MTWW4	ph	JP Morgan	6.1.10	6.30.11			
<b>Monster Media</b>	BMM1		CCA Filler					
	BMM2	ph	Chase	6.1.10	6.30.11			
<b>BROCHURE RACKS</b>	ABR1	mv	Colorado Activities Center	12.1.09	11.30.11			
	BBR1	mv	Colorado Activities Center	12.1.09	11.30.11			
	BBR2	mv	Colorado Activities Center	12.1.09	11.30.11			
	CBR1	mv	Colorado Activities Center	12.1.09	11.30.11			
<b>Train Car Cards</b>	TCC1	mv	BOA	1.1.11	1.31.11			
	TCC2							
	TCC3	mv	Isle of Capri Bonus	5.1.10	4.30.11			
	TCC4	mv	Colo Division of Wildlife Filler	7.15.10	6.15.10			
	TCC5	mv	Quintess Bonus	6.20.10				
	TCC6	mv	Axess Bonus	6.15.10	1.14.11			
	TCC7	mv	Public Service Credit Union	11.1.10	12.31.10			
	TCC8	mv	Colo School of Mines Bonus	7.1.08	6.30.11			
	TCC9							
	TCC10	mv	Colo Scuba Retailers Assoc	12.1.10	9.31.11			
	TCC11	mv	Axess Bonus	6.15.10	1.14.11			
	TCC12	mv	Colorado Mountain College Bonus	11.20.10	12.31.10			
<b>Free Charge Stations</b>	AFC1							
	AFC2							
	BFC1					PR	Xerox	2.1.11 10.31.11
	BFC2							
	BFC3							
	BFC4							
	CFC1							
	CFC2							

CNN TV (PKG 24)	CNN TV	CNN						
<b>Hotel Boards</b>	1	MV	Hilton Garden Inn	3.15.08	3.14.11			
	2	MV	Hampton Inn	1.1.08	12.31.10			
	3	mv	Ram One	6.1.10	6.31.11			
	4	mv	Ram One	9.1.10	8.31.11			
	5	MV	Homewood Suites	6.1.08	5.31.11			
	6	JJ	La Quinta	3.1.07	2.28.11			
	7		CCA Filler					
	8	MV	Micortel Inn	9.1.10	8.31.11			
	9	MV	Comfort Suites	1.1.08	12.31.11			
	10	MV	Hyatt Place	9.15.09	9.14.11			
	11	MV	Embassy Suites Aurora	11.1.08	10.31.11			
	12	MV	Staybridge Suites	5.15.08	6.14.11			
	13	MV	Embassy Suites DIA	11.1.07	10.31.11			
	14	MV	Comfort Inn	1.1.08	12.31.10			
	15							
	16	MV	Country Inn	12.1.07	11.30.11			
	17	MV	Fairfield Inn	11.1.09	10.31.11			
	18	MV	Residence Inn	7.1.08	6.30.11			
	19	mv	Aloft	11.1.09	10.31.11			
	20	MV	Double Tree	3.1.06	2.26.11			
	22	MV	Marriott	11.1.07	10.31.11			
	23	MV	Crown Plaza	6.1.06	2.26.11			
	24	MV	Red Lion Aurora	9.1.10	8.31.11			
	25	RB	Summerfield	5.1.10	4.30.12			
	26	MV	Spring Hill	12.1.07	11.30.11			
	27	MV	Red Lion Central	6.1.08	5.31.11			
	28	MV	Sleep Inn	6.1.07	5.31.11			
	29	MV	Quality Inn	12.15.07	12.14.11			
	30	MV	Aloft	11.1.08	10.31.11			
	31	MV	Baymont Suites	12.1.09	11.30.11			
	32							
	36	MV	Super 8	4.1.10	3.31.11			

## EXHIBIT N DIA ENVIRONMENTAL REQUIREMENTS

**Section 1. General Requirements.** As used below the term "Tenant" shall mean and include the "Party of the Second Part. Tenant, in conducting any activity on DIA property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for DIA's Environmental Management System (EMS), as summarized in DIA Rules and Regulations Part 180. DIA's Environmental Guidelines, Environmental Policy, and all Rules and Regulations are available at [www.flydenver.com](http://www.flydenver.com). These Environmental Requirements address, but are not limited to, requirements regarding the storage, use, and disposal of Hazardous Materials, solid and hazardous waste, or petroleum products; the National Environmental Policy Act (NEPA); and other federal, state, and local water, wastewater, and air quality regulations.

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

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

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

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

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

**Section 2. Review of Environmental Documents.** Tenant, at the request of the City, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any or all of the documents and materials that the Tenant has prepared pursuant to any Environmental Requirement hereunder or submitted to any governmental or regulatory agency. If there is a requirement to file any notice or report of a release or threatened release of a substance on, under or about the work conducted on DIA property, Tenant shall provide a copy of such report or notice to the City.

**Section 3. Access for Environmental Inspection.** The City shall have an unimpeded right of access to the occupancy or work areas without prior notice to Tenant to

inspect the same in order to confirm that Tenant is conducting its activities in accordance with this Agreement. At the City's request, Tenant shall conduct any testing and analysis at its cost as is necessary to ascertain whether the Tenant is in compliance with this Agreement.

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

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

**Section 6. Environmental Remediation.** Tenant shall undertake all actions necessary to remedy or remove any released or spilled materials and any other contamination discovered on or under DIA property introduced by or affected by Tenant and shall restore the Access Premises to either its condition immediately prior to the initiation of this Agreement or to a condition in compliance with all applicable local, state, federal, or airport laws, rules, regulations, or orders, at the City's sole discretion. This work shall be performed at Tenant's expense and the City shall have the right to review the project plan and review and inspect all such work at any time using consultants and representatives of the City's choice. Tenant shall further conduct surface and subsurface monitoring pertaining to Tenant's activities hereunder to ensure compliance with applicable laws, rules, regulations, and permits or as determined by the Manager of Aviation.

**Section 7. Environmental Requirements for Construction.** Tenant agrees to ensure that its premises are designed, constructed, operated, and maintained in a manner that minimizes environmental impacts through application of appropriate preventive measures and complies with all federal, state, and local environmental requirements. Tenant shall comply with the DIA Tenant Development Guidelines, as amended, for any alterations to existing facilities or the construction of any new facilities. In addition, the Tenant shall comply with *Exhibit X* of this agreement.

**EXHIBIT X**  
**PROVISIONS FOR DESIGN AND CONSTRUCTION OF IMPROVEMENTS**  
**GENERAL PROVISIONS**

**SECTION 1: GENERAL.** Except as the context otherwise requires and unless otherwise expressly provided herein, the capitalized terms in this *Exhibit X* to the Agreement shall have the same meaning as any similarly capitalized terms defined in the Agreement or any exhibit thereto. Reference to Denver International Airport (DIA), Department of Aviation or Manager of Aviation shall mean that entity specifically, or that division or individual authorized to represent that entity. As used below the term "Tenant" shall mean and include the "Licensee" as context requires.

**SECTION 2: IMPROVEMENTS.** "Improvements," which may also be known as "Concession Improvements" or "Tenant Improvements," shall mean any new construction, finishes, fixtures, systems, furnishings and furniture installed by Tenant, as well as modifications or alterations to existing construction, finishes, fixtures, systems, furnishings and furniture which conform to drawings and specifications approved in writing by the Manager of Aviation. Such drawings and specifications must provide for the necessary and proper operation of the business contemplated under this Agreement.

**SECTION 3: COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant agrees to comply with and require its contractors to comply with all applicable federal, state and local laws and all general rules and regulations applicable to construction at DIA, including but not limited to payment of prevailing wages and sales and use taxes, compliance with the Americans with Disabilities Act, 42 USC 12,000 et seq. and its regulations.

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

- The Denver Municipal Airport System Rules and Regulations
- DIA Design Standards
- DIA Tenant Development Guidelines

**SECTION 4: PAYMENT OF PREVAILING WAGE RATES.** Tenant shall require its contractor and all of its subcontractors to pay every worker, laborer or mechanic employed by them in the performance of the construction of the Improvements prevailing wages, including fringe benefits or their cash equivalent, for the same class and kind of work in the City and County of Denver, as determined by the Career Service Board under the provisions of Section 20-76 of the Denver Revised Municipal Code. The wages shall be those prevailing at the time of the contractor's final bid, and the Tenant shall require the contractor to submit with its bid the wage schedule applicable. The contractor shall post in a prominent and easily accessible place at the site of the Improvements the scale of wages to be paid by the contractor and all subcontractors at any tier working under the contractor. The contractor shall furnish to the Mayor's Office of Contract Compliance and to the Auditor, or the Manager's authorized representative, each week during which work is in progress, a true and correct copy of the payroll records of all workers employed to perform the work. All payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such

worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all workers performing the work, either for the contractors or subcontractors, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as of the contractor's final bid for the work. Compliance with above requirements shall be deemed a work "specification" as such word is used in Section 5-18(d), Denver Revised Municipal Code. Violation of the prevailing wage requirement and its documentation, hereinabove set forth, shall result in an order from the Manager of Aviation for the work to cease until there is satisfactory evidence that the violation has been remedied and will not reoccur. The issuance of a stop-work order shall not relieve contractor's surety of any liability on contractor's bond or bonds, but such a stop-work order shall be deemed a default by the contractor insofar as said surety's obligation is concerned.

**SECTION 5: SBE AND MBE/WBE PARTICIPATION.** This Agreement is subject to the requirements of Articles III and VII of the Denver Revised Municipal Code.

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

Tenant agrees that it shall provide for participation of Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") in the design and construction of Improvements, in compliance with the requirements of Article III, Divisions 1 and 3 of Chapter 28, of the Denver Revised Municipal Code ("MBE/WBE Ordinance"), or applicable successor ordinance, during the life of this Agreement. Tenant agrees to comply with rules and regulations issued by the Director of the Division of Small Business Opportunity ("DSBO"), a division of the Mayor's Office of Economic Development. The goal for percentage of design and construction work to be performed by MBE/WBE firms is set forth on the Construction Summary Page, and Tenant shall meet, or make a good faith effort to meet, such goals as have been set in accordance with the ordinance. Further, the City and County of Denver encourages Tenants to utilize MBE/WBE firms and to divide the design and construction work into economically feasible units or segments to allow the most opportunity for subcontracting.

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

**SECTION 7: EVIDENCE OF INSURANCE.** Certified copies of required insurance policies, or certificates, in the standard form required, evidencing the existence thereof, or binders, shall be delivered to the DIA Division of Planning and Development at least 15 days prior to the commencement of any design work to be performed by Tenant's consultants and any

construction work for Improvements. If a binder is delivered, it shall be replaced within 30 days by a certified copy of the policy or the required certificate. Policies shall be in a form and of a company acceptable to and approved by the City, and certificates shall be on standard City and County of Denver Certificate of Insurance forms.

Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without 45 days prior written notice (10 days for nonpayment of premium) given by certified mail, return receipt requested, to the Manager of Aviation, 8500 Peña Boulevard, Denver, Colorado 80249-6340.

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

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

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

## **DESIGN PROVISIONS**

**SECTION 9: DESIGN PROCEDURES.** Refer to Manual 1 of the DIA Tenant Development Guidelines for procedures and requirements regarding design, including but not limited to design process and schedule, submittal requirements, review and approval process, design modifications and project coordination.

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

Tenant CADD Submittal Requirements: All issue for construction and project record drawings shall be provided by the Tenant to DIA in AutoCAD Rel. 2007 .dwg file format in accordance with DIA CADD standards set forth in Design Standards Manual 1. All design drawings submitted by the Tenant to the DIA shall be provided in the latest release of AutoCAD format in accordance with the DIA's Design Standards Manual.

Concession CADD Submittal Requirements: AutoCAD 2007 .dwg format CADD files that match the Tenant's hardcopy drawings must be submitted via: CD-ROM or DVD-ROM in MS-Windows



format. All drawings must represent precision input and follow industry standard CADD practices. The drawings must reflect true design dimensioning and must NOT be graphic representations of the design. All site, civil and utility drawings MUST be produced using units in feet and the DIA Grid Coordinate System. The DIA Project Manager must approve submittal and may require adherence to the requirements set forth in DIA design standards.

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

**SECTION 10: DESIGN STANDARDS.** First-class standards of design and construction are required, and all Improvements shall conform to applicable statutes, ordinances, building codes, and regulations as well as the DIA Design Standards and DIA Tenant Development Guidelines, as they may be amended from time to time and any other applicable design, construction and maintenance standards.

Approval of the Manager of Aviation shall extend to and include consideration of architectural and aesthetic matters and the City reserves the right to reject any designs submitted and to require the Tenant to resubmit designs and layout proposals until they meet with the City's approval. If any portion of the plans and specifications is disapproved by the City, the Tenant shall promptly submit necessary modifications and revisions thereof. The approval given by the Manager of Aviation shall not constitute a representation or warranty as to such conformity; therefore, responsibility remains with the Tenant at all times.

#### **CONSTRUCTION PROVISIONS**

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

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

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

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

access to the construction site and to monitor and inspect the construction of all Improvements to insure that all Improvements are constructed and installed in compliance with approved drawings and specifications. DIA shall have the right to halt construction of the Improvements or deny access to the site at any time if construction is at material variance from the approved drawings and specifications until such variance is corrected, or if such construction poses an immediate safety hazard at the Airport, until such safety hazard is eliminated. The City shall cooperate and use its best efforts to alleviate and resolve any such variance or impediment to the safe operation of the Airport so as to permit continued construction as expeditiously as possible.

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

No change order or other contract modification that materially changes the scope of the Improvements shall be executed without prior approval of the Manager of Aviation, whose approval shall not be unreasonably withheld. The City will approve, conditionally approve or disapprove submissions of change orders that materially change the scope of the work within a reasonable period of time following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason for the condition.

The Building Inspection Division of the City and County of Denver shall also receive copies of all change orders. Any conditional approval or disapproval shall be accompanied by an explanation of the reasons.

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

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

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

**SECTION 13: MODIFICATIONS AND ALTERATIONS.** Modifications and alterations to existing Tenant improvements are subject to the same requirements and provisions as new tenant improvements as itemized in this *Exhibit X* and this Agreement.

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

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

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

**APPENDIX NO. 1  
STANDARD FEDERAL ASSURANCES**

**NOTE:** As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City."

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

**1. Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided,

however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX NO. 2  
STANDARD FEDERAL ASSURANCES**

**NOTE:** As used below, the term "DOT" means the United States Department of Transportation.

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

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

### **APPENDIX NO. 3**

#### **NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES**

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide or is in the form of personal property or real property or an interest therein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, Licensees and contractors to discriminate against any person because of race, color, national origin, sex, creed or handicap in public services and employment opportunities.

## **APPENDIX NO. 10**

### **DISADVANTAGED BUSINESS ENTERPRISES - REQUIRED STATEMENTS**

**Policy.** It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the ACDBE requirements of 49 CFR Part 23 apply to this agreement.

**ACDBE Obligation.** The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, sex, creed or national origin in the award and performance of DOT-assisted contracts.

49 CFR 23.5 defines a DOT-assisted contract as "any contract or modification of a contract between a recipient and a contractor which is paid for in whole or in part with DOT financial assistance or any contract or modification of a contract between a recipient and a lessee." "Contractor" means ... "and includes lessees." The City is the "recipient."



**Contract Control Number:** PLANE-201205012-00

**Contractor Name:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereunto set their hands and affixed their seals at Denver, Colorado as of the day on the City's signature page.

**Contract Control Number:** 201205012

**Vendor Name:** CLEAR CHANNEL OUTDOOR, INC.,  
d/b/a CLEAR CHANNEL AIRPORTS

By: 

Name: BRYAN Packee  
(please print)

Title: EVP Real Estate  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

