

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is made and entered into on the date of the City’s signature page by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City”), acting for and on behalf of its Department of Aviation, and AIRPORT RESORT PARKING, LLC, a Colorado limited liability company (“Tenant”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement, Contract No. AR5A005, for property on Denver International Airport (“DEN”), with an Effective Date of July 5, 2005, and a Commencement Date of January 5, 2006 (the “Existing Agreement”), to allow Tenant to build "car condos" on approximately an acre of DEN land; and

WHEREAS, the Parties desire to amend the Existing Agreement to extend the term of the Existing Agreement and further amend the Existing Agreement as set forth in this First Amendment;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Section 4.01, entitled “Term,” is amended and restated to read as follows:

A. "Term" shall mean the period commencing on April 1, 2006, and ending March 31, 2028.

B. At the sole option of the CEO, the Term of this Lease Agreement may be extended for up to three (3) additional one-year periods, on the same terms and conditions, by written “Notice of Extension” from the CEO. The Notice of Extension will be sent to Tenant thirteen (13) months prior to an expiration date, as laid out in the table below. If DEN does not issue such a Notice of Extension by the date stated, the Lease Agreement will terminate on the then-current expiration date.

Expiration Date	Extension Notification Date
3/31/2028	2/28/2027
3/31/2029	2/29/2028
3/31/2030	2/28/2029

2. **Section 4.02, entitled “Surrender of Lease Premises,”** is amended and restated to read as follows:

Upon the expiration or earlier termination of this Lease Agreement or on the date specified in any demand for possession by City after any uncured Default by Tenant, Tenant covenants and agrees that Tenant shall surrender possession of the Lease Premises to City in good and safe condition. Good and safe condition” shall mean, *inter alia*, the Lease Premises are in commercially reasonable condition for the age of the Improvements; mechanically sound and functional for continued commercial use; and free of hazardous materials or any contamination caused by or related to Tenant’s activities on the Lease Premises.

In addition to the requirements of Section 6.07 *infra*, Tenant may perform any testing it deems necessary to confirm the absence of hazardous materials or contamination, and shall remediate any such issues discovered on or under the Lease Premises as is necessary to restore the Lease Premises to either their condition immediately prior to the Effective Date or to a condition in compliance with all applicable local, state, federal or Airport laws, rules, regulations, or orders, at the City's sole discretion. This work shall be performed at Tenant's expense and the City shall have the right to review and inspect all such work at any time using consultants and representatives of the City's choice. Tenant shall make available to the City copies of all correspondence to and from any regulatory agency regarding a suspected or confirmed spill or release including any records documenting verbal spill notifications. Assessment and/or remediation of spills/releases from Tenant’s activities that will require intrusive work deeper than six inches (6”) below ground surface or use of mechanized equipment are specifically not included in the rights granted by this Lease. An access agreement will be required for such activities.

3. **Section 4.03, entitled “Holding Over,”** is amended and restated to reads as follows:

A. If the Company holds over after expiration of the Term or any extension thereof, thereafter the Company's occupancy shall be deemed a month-to-month tenancy.

B. If a holdover is due to the Tenant’s negligence or fault in 1) failing to vacate the premises when the Tenant is required to vacate, or 2) failing to sign a new agreement presented to it in good faith by the City if the City and Tenant wish to continue the lease, the rent for such holdover shall be equal to 150 percent of the then-current pro rata daily Ground Rent provided for herein, but otherwise the Tenant shall be bound by all compensation, terms, and conditions of this Lease in the absence of a duly executed agreement or amendment to the contrary.

C. If the holdover is at the request of the City, or with the written permission of the City, or upon mutual agreement of the City and Tenant, the rent for such holdover shall be the same as the Ground Rent provided for herein, and Tenant shall be bound by all compensation, terms and conditions of this Lease.

D. Nothing herein shall be construed to give the Company the right to hold over at any time, and the City may exercise any remedy at law or in equity to recover possession of the Lease Premises, as well as any damages incurred by the City.

4. **Section 5.01, entitled “Compensation,”** is hereby amended and restated to read as follows:

A. **Ground Rent**. Commencing on January 1, 2026, Tenant shall pay a ground rent at an annual rate of \$1.03 per square foot per year for the property described in Exhibit A for a total of Three Thousand One Hundred Thirty-Five Dollars and Fifty-Eight Cents (**\$3,135.58**) per month; payment for any partial month shall be pro-rated. The amount of the Ground Rent shall be reestablished effective January 1 of each calendar year during the Term, including any Holdover Period, in accordance with this agreement and the Airport’s rules, regulations, and policies, including DEN Rule 120.01-9.

B. **Percentage Privilege Fee**. As consideration for the privileges granted herein to operate at the Airport, Tenant covenants to pay a “**Privilege Fee**” to City for each month, or portion thereof, during the Term of ten percent (10%) of **Gross Revenues**.

1. **Monthly Reporting Form**. By the twentieth (20th) day of each month, Tenant shall furnish to DEN a true and accurate verified statement signed by an officer of Tenant of its Gross Receipts, and shall pay the appropriate Privilege Fee. The monthly statement shall generally be in the form attached as **Exhibit E**, but this form may be modified from time to time by DEN.

2. **Gross Revenues**. “Gross Revenues” include all monies paid or payable to Tenant or due or received from customers by Tenant for sales made, services rendered, and customer orders fulfilled at or from the Premises, regardless of when or where the customer order is placed (including outside the Premises), and any other receipts, credits, rebates, allowances, internet sales, or revenues of any type arising out of or in connection with Tenant’s or its agents’ operations at the Premises, including, but not limited to, Gross Revenue shall not include: (a) Any taxes imposed by law that are separately stated to and paid by a customer and directly payable to the taxing authority by Tenant; (2) Amounts and credits received in settlement of claims for loss of, or damage to, Tenant property; (3) Insurance proceeds received from the settlement of claims for the loss of or damages to Tenant’s property at or on the Premises other than the proceeds from business interruption insurance; (4) Gratuities for services performed by employees paid by Tenant or by its customers except to the extent Tenant may be entitled to receive a portion of the gratuities.

5. **Section 8.01, entitled “Indemnity,”** is hereby amended and restated to read as follows:

A. Tenant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Lease 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 Tenant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

**6. Section 8.02, entitled "Insurance," is hereby amended and restated to read as follows:**

"A. Effective April 1, 2026. Tenant shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit C-1** ("**Insurance Requirements**") during the remaining Term of this Lease Agreement, including any holdover periods, extensions of the Lease Agreement, or other extended period stipulations stated in Exhibit C. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

1. Until April 1, 2026, Tenant shall keep in force all of the minimum insurance coverage forms and amounts set forth in the Exhibit C that was in effect as of August 1, 2025.

B. Tenant shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Tenant from liabilities arising out of the performance of the terms and conditions of this Lease Agreement by Tenant, its agents, representatives, employees, or subcontractors. Tenant shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Tenant is not relieved of any liability or other obligations assumed or undertaken pursuant to this Lease Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Tenant; (ii) damage, theft, or destruction of Tenant's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Lease Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

F. City reserves the right to modify any Insurance Requirements stated herein. The Parties agree to modify Exhibit C by written notice executed by DEN to reflect any such modifications, without need for formal amendment to this Lease Agreement .

**7. A new Section 11.23, entitled "Examination of Records and Audits," is hereby added to the Existing Agreement, as follows:**

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Tenant's performance pursuant to this Lease Agreement, provision of any goods or services to the City, and any other transactions related to this Lease Agreement. Tenant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Lease Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

- B. Additionally, Tenant agrees until the expiration of three (3) years after the final payment under the Lease Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Tenant related to Tenant's performance of this Lease Agreement, including communications or correspondence related to Tenant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.
- C. In the event the City receives federal funds to be used toward the services performed under this Lease Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Tenant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Tenant further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

8. A new Section 11.24, entitled "Compliance With Denver Wage Laws.," is hereby added to the Existing Lease Agreement, as follows:

**Compliance With Denver Wage Laws.** To the extent applicable to the Tenant's activities under this Lease Agreement, Tenant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Lease Agreement, Tenant expressly acknowledges that it is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Tenant, or any other individual or entity acting subject to this Lease Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

9. The Exhibits A and B (Land Depiction and Survey) attached to the Existing Agreement are hereby deleted and respectively replaced by the **Exhibit A-1** and **Exhibit B-1** attached to this First Amendment; such attachment is incorporated into the Existing Agreement by this reference.

10. The Exhibit C (Insurance) attached to the Existing Agreement is hereby deleted and replaced by the **Exhibit C-1** attached to this First Amendment; such attachment is incorporated into the agreement by this reference.

11. The Exhibit D (Sample Sublease) attached to the Existing Agreement is hereby deleted and replaced by the **Exhibit D-1** attached to this First Amendment; such attachment is incorporated into the agreement by this reference.

12 The new **Exhibit E** (Sales Reporting) attached to this First Amendment is incorporated into the agreement by this reference and the reference in the amended and restated section 5.01.B.1 stated above.

13. Except as modified by this First Amendment, all of the terms and conditions of the Existing Agreement shall remain in full force and effect, and are hereby ratified and reaffirmed.

14. This First Amendment to Lease Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver and approved by Denver's City Council.

**[SIGNATURE PAGES AND EXHIBITS FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

PLANE-202579096-01 / LEGACY-AR5A005-01  
AIRPORT RESORT PARKING, LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

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

\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202579096-01 / LEGACY-AR5A005-01  
AIRPORT RESORT PARKING, LLC

By:

DocuSigned by:

Mark Throckmorton

91BBFFBFTC46484...

Name:

Mark Throckmorton

(please print)

Title:

Vice President, L. C. Fulenwider, Inc, Manager of Airport Resort Parking, LLC

(please print)

ATTEST: [if required]

By:

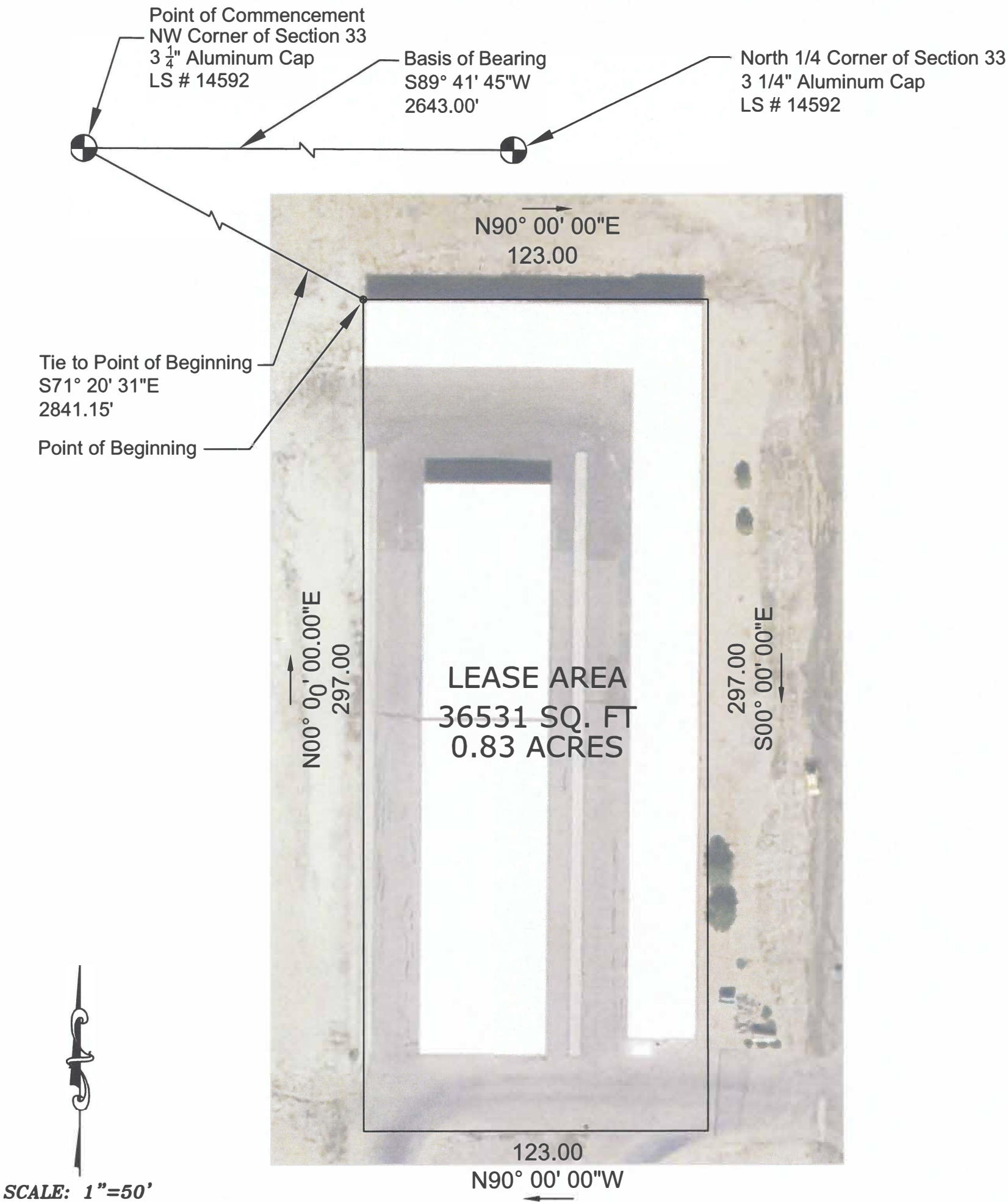
Name:

(please print)

Title:

(please print)

EXHIBIT "A-1" Contract 202579096-01  
LEASE FOR AIRPORT RESORT PARKING LLC, PHASE 1



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

  
Jeffrey C Scanniello  
COLO. PLS# 36565

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



CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION  
DENVER INTERNATIONAL AIRPORT

REVISED		
NO.	DATE	NAME

**Lease Area for Airport Resort Parking LLC, Phase 1**  
Situating in Section 33Township 2 South, Range 65  
West of the 6th Principal Meridian, City and County of  
Denver, State of Colorado.

REQUESTED BY: Tea Schook	DATE 07/09/25	SCALE 1"=50'	DRAWN BY: JCS FIELD BY: JCS / CB CHECKED BY:CB	SHEET NO.1 OF 2SHEETS	DRAWING NO.
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**LEASE AREA FOR AIRPORT RESORT PARKING LLC, Phase 1**  
**EXHIBIT "B-1" Contract 202579096-01**  
**PARCEL DESCRIPTION**

A parcel of land located in the Northwest  $\frac{1}{2}$  Section 33, Township 2 South, Range 65 West of the 6<sup>TH</sup> P.M., City and County of Denver, State of Colorado.

Basis of Bearings: Assuming the North Line of the Northwest  $\frac{1}{4}$  of Section 33, Township 2 South, Range 65 West of the 6<sup>TH</sup> Principal Meridian, as monumented by a 3  $\frac{1}{4}$ " Aluminum Cap marked "LS 14592" at the Northwest Corner of Section 33 and a

3  $\frac{1}{4}$ " Aluminum Cap marked "LS 14592" at the North  $\frac{1}{4}$  Corner of Section 33 bearing S 89° 41' 45" E, 2643.00 feet with all bearings contained herein relative thereto.

A parcel of land located in the Northwest  $\frac{1}{2}$  of said Section 33, being particularly described as follows:

Commencing at the Northwest Corner of Section 33,

THENCE South 71° 20' 31" East, 2841.15 feet to the Point of Beginning;

THENCE North 90°00'00" East, 123.00 feet;

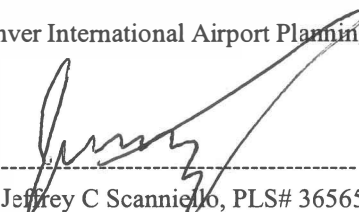
THENCE South 0°00'00" East, 297.00 feet;

THENCE North 90°00'00" West, 123.00 feet;

THENCE North 0°00'00" East, 297.00 feet, to the Point of Beginning

Containing 36,531 square feet or 0.83 acres more or less

This legal description was prepared by Jeffrey C. Scanniello, LS# 36565, for Denver International Airport Planning Department

  
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Jeffrey C Scanniello, PLS# 36565  
Den Airport Surveyor  
July 9, 2025

**EXHIBIT C-1**

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
CAR RENTAL GROUND LEASE AGREEMENT**

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard  
Denver CO 80249  
Attn/Submit to: [DENCOI@flydenver.com](mailto:DENCOI@flydenver.com)

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

**B. Defined Terms**

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

**C. Coverages and Limits**

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$2,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$2,000,000 combined single limit for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement unless a different limit of liability is listed below. Total number of seats includes the driver.

Vehicles with 16-32 seats	\$ 3,000,000 combined single limit
Vehicles with 33 seats or more	\$ 5,000,000 combined single limit
Unescorted Vehicle Operations Airside	\$10,000,000 combined single limit

- a. If Contractor does not have blanket coverage on all owned and/or operated vehicles and unescorted airside driving privileges are required, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
  - b. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
3. **Workers' Compensation and Employer's Liability Insurance**

Contractor shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

  - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing Contractor exemption status must be submitted with the Certificate of Insurance.
4. **Builder's Risk Insurance or Installation Floater**

During the duration of any Contractor buildout activity, Contractor shall provide, Builders' Risk Insurance on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:

  - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
  - b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
  - c. include interests of the DEN and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the project;
  - d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
  - e. include a Beneficial Occupancy Clause and shall specifically permit occupancy of the building during construction. City and County of Denver Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
  - f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).
5. **Cyber Liability**

Contractor shall maintain a minimum limit of \$2,000,000 per occurrence and \$2,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

6. **Pollution Legal Liability**

Contractor shall maintain minimum limits of \$2,000,000 per occurrence and \$2,000,000 annual policy aggregate. Policy to include coverage for bodily injury, property damage, emergency response, clean-up costs, and defense costs including costs and expenses incurred during an investigation.

7. **Property Insurance – Contractor Improvements and Betterments**

Contractor shall maintain All-Risk Form Property Insurance on a replacement cost basis. If leased property is located in a flood or earthquake zone (including land subsidence), flood and/or earthquake insurance shall be provided separately or within the property policy.

a. City shall be included as First Loss Payee, as its interests may appear.

b. The City and County of Denver shall maintain All-Risk Form Property Insurance coverage for the real property occupied by Contractor.

8. **Property Insurance – Business Interruption Coverage**

Business Interruption Coverage in such amounts as will reimburse Contractor for direct or indirect loss of earnings attributable to the perils commonly covered by business interruption insurance, which shall include losses arising from mechanical failures on or interruption of services to DEN premises.

9. **Property Insurance – Business Personal Property**

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

10. **Unmanned Aerial Vehicle (UAV) Liability**

If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

a. Express written permission must be granted by DEN.

b. Express written permission must be granted by the Federal Aviation Administration (FAA).

c. Drone equipment must be properly registered with the FAA.

d. Drone operator(s) must be properly licensed by the FAA.

e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

11. **Excess/Umbrella Liability**

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

**D. Reference to Project and/or Contract**

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

**E. Additional Insured**

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

**F. Waiver of Subrogation**

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's

insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

#### **G. Notice of Material Change, Cancellation or Nonrenewal**

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

#### **H. Cooperation**

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

#### **I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this

Agreement is completed or the Agreement is terminated, whichever is later.

8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

**J. Part 230 and the DEN Airport Rules and Regulations**

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

**AIRPORT RESORT PARKING , Contract 202579096-01**  
**INDIVIDUAL GARAGE UNIT SUBLEASE**  
**Gross Lease**

THIS SUBLEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“**Effective Date**”) by and between AIRPORT RESORT PARKING, LLC (“**Landlord**”) and \_\_\_\_\_ (“**Tenant**”).

1. BASIC SUBLEASE PROVISIONS.

A. Property Address: 7779 Harry B. Combs Parkway, Denver, Colorado

B. Tenant: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone 1: \_\_\_\_\_  
Phone 2: \_\_\_\_\_  
Email: \_\_\_\_\_

C. Landlord’s Address: Airport Resort Parking, LLC  
c/o L.C. Fulenwider, Inc.  
270 St. Paul Street, Suite 300  
Denver, Colorado 80206

D. Term: Effective Date through \_\_\_\_\_, subject to Section 4 below.

E. Rent: \$\_\_\_\_\_ prepaid for Term, subject to Section 7 below.

F. Premises: Unit \_\_\_\_\_ totaling 291.16 square feet

G. Description of Prime Lease: Lease Agreement between City and County of Denver and Airport Resort Parking LLC dated July 5, 2005, Contract Control #AR5A005.

H. Prime Landlord Notice Address:  
City and County of Denver  
Co-Managers of Aviation  
Denver International Airport  
8500 Pena Boulevard, 9th Floor  
Denver, Colorado 80249-6340

with a copy to: Airport Property Office  
Denver International Airport  
8500 Pena Boulevard, 9th Floor  
Denver, Colorado 80249-6340

2. PRIME LEASE. Landlord is the tenant of the Property under the Prime Lease described above. Landlord represents and warrants to Tenant that (a) the Prime Lease is, as of the Effective Date, in full force and effect, (b) no event of default has occurred under the Prime Lease and, to Landlord’s knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure, and (c) Landlord has full authority to enter into this Sublease under the terms of the Prime Lease.

3. SUBLEASE. Landlord, for and in consideration of the rents herein paid and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby subleases to the Tenant, and the Tenant accepts from the Landlord, the Premises described above in Section 1(F), subject to all terms and conditions set forth herein.

4. TERM. The term of this Sublease (“**Term**”) is as stated above in Section 1(D). Notwithstanding the foregoing, and subject to Section 7 below, Landlord shall have the right to terminate this Sublease prior to the expiration of the Term by giving 60 days’ written notice to Tenant in the event the Prime Landlord exercises its right to early termination of the Prime Lease.

5. POSSESSION. As of the Effective Date, Landlord shall deliver possession of the Premises in good repair and suitable condition for the Permitted Uses (defined below). By entering into this Sublease Tenant shall be deemed to have accepted the Premises in their current condition as of the Effective Date.

6. TENANT’S USE OF THE PREMISES; LANDLORD INSPECTION RIGHT. The Premises shall be used and occupied only for parking and storage within the Premises of motor vehicles and other personal property customarily stored in a garage (the “**Permitted Uses**”); provided, however, Tenant shall not store in the Premises any hazardous materials or create any hazardous condition with respect to the Premises or other tenants. Tenant shall not conduct a business out of the Premises. Landlord shall have the right to inspect the Premises without prior notice to Tenant for the purpose of confirming Tenant is complying with the provisions of this Section 6.

7. RENT. By execution hereof, Landlord acknowledges receipt of Rent prepaid by Tenant in advance for the Term. Notwithstanding the foregoing, if Landlord exercises its right to terminate this Sublease prior to the expiration of the Term pursuant to Section 4, Landlord shall refund to Tenant the prorated amount of prepaid Rent for the balance of the Term within 10 days after the effective date of the early termination of this Sublease. The obligations of Landlord under this Section 7 shall survive any early termination of this Sublease.

8. TRANSPORTATION TO DENVER INTERNATIONAL AIRPORT. Landlord shall have no obligation to provide Tenant with transportation from the Property to Denver International Airport (“**DEN**”), and it shall be Tenant’s obligation to arrange transportation to and from DEN and the Property. To the extent DEN cargo operations provides shuttle service serving the Property and/or adjacent properties, Tenant shall have the right to use such services on the terms and conditions established by such shuttle operator, but Landlord makes no representations or warranties that such service is or shall be made available.

9. TENANT’S OBLIGATIONS.

- A. Tenant shall be responsible for all maintenance of and repairs and replacements to the interior of the Premises, provided Tenant shall not make any alterations in or additions to the Premises.
- B. Tenant shall be responsible for and shall pay for any and all insurance coverage desired by Tenant with respect to Tenant’s property stored at the Premises. Tenant waives any claims against Prime Landlord and Landlord with respect to property damage to the Premises or its contents.
- C. Tenant shall, at Tenant’s sole cost and expense, comply with all laws and ordinances, and all orders, rules and regulations of all governmental authorities with respect to Tenant’s use and occupancy of the Premises pursuant to this Sublease.

10. QUIET ENJOYMENT. So long as Tenant is not in default in the performance of its covenants and agreements in this Sublease, Tenant’s quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by Landlord, or by any person claiming by, through, or under Landlord.

11. RULES. Tenant shall comply with all reasonable rules and regulations Landlord has made or may hereafter from time to time promulgate for the Property, initially set forth on Exhibit A attached hereto. These Rules and Regulations are in addition to, and shall not be construed to modify or amend in any way, in whole or in part, the terms, covenants, agreements and conditions of this Sublease. Landlord may waive any one or more of these Rules and Regulations, but no such waiver by Landlord shall prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Property.

12. CASUALTY. In the event of a casualty affecting the Premises, Landlord shall, to the extent required under the Prime Lease, promptly repair and reconstruct the improvements on the Property, including the Premises.

13. SURRENDER. Upon the expiration or earlier termination of this Sublease, Tenant shall surrender and deliver up the Premises to Landlord in good condition and repair and broom clean, reasonable wear and tear excepted. Any personal property remaining in the Premises shall be deemed abandoned by Tenant and may be disposed of as Landlord sees fit with no obligation to account to Tenant therefor.

14. HOLDING OVER. Tenant shall have no right to occupy the Premises after the expiration or earlier termination of this Sublease. If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a month-to-month tenant at sufferance and Tenant shall pay monthly Rent equal to 200% of the pro rata Rent paid during the last month of the Term and Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Sublease. The provisions of this Section 14 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Sublease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure.

15. ENCUMBERING TITLE. Tenant shall not do any act which shall in any way encumber the fee simple title of or Landlord's leasehold interest in the Property. Without limiting the generality of the foregoing, Tenant shall not permit the Premises or the Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant.

16. INDEMNITY AND HOLD HARMLESS.

A. Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord, Prime Landlord, and their agents, employees, members and managers, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and occupancy of the Premises by Tenant, or any negligence of Tenant, its agents, employees or invitees. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord or Prime Landlord) litigated and/or reduced to judgment. The provisions of this Section 16(A) shall survive the expiration or termination of this Sublease.

B. Neither Landlord nor Prime Landlord shall be liable for any loss of property by theft or burglary or for any damage to person or property resulting from electric lighting, or water, rain or snow, which may come into or issue or flow from any part of DEN or from the pipes thereof, or that may be caused by Prime Landlord or its employees or agents, except for the gross negligence or willful misconduct of Prime Landlord or its employees or agents.

17. DEFAULTS. Any of the following events shall constitute Tenant Events of Default:

- A. Tenant fails to pay within 10 days after notice from Landlord any payment required hereunder; or
- B. Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, and such default shall continue for 30 days after notice thereof in writing to Tenant; or
- C. Tenant becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

18. LANDLORD REMEDIES. Upon the occurrence of a Tenant Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

- A. Terminate this Sublease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of (1) all Rent accrued hereunder through the date of termination, and (2) all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Premises, (ii) removing and storing any personal property in the Premises, (iii) repairing, restoring, altering, remodeling, or otherwise putting the Premises into the condition required at the expiration of the Term, (iv) if Tenant is dispossessed of the Premises and this Sublease is not terminated, reletting all or any part of the Premises (including reasonable brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (v) performing Tenant's obligations which Tenant failed to perform, and (vi) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the default;
- B. Perform any act Tenant is obligated to perform under the terms of this Sublease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, except to the extent caused by Landlord's gross negligence or willful misconduct in performing such obligation, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Sublease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the rate of 18% per annum.

Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Any and all remedies set forth in this Sublease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

19. NOTICES AND CONSENTS. All notices that may or are required to be given by either party to the other shall be in writing and sent to the addresses specified in Sections 1(B) and 1(C) or such other place as either party may from time to time designate by notice to the other. Notice shall be deemed given when received or refused if sent by United States registered or certified mail, postage prepaid, return receipt requested, or when received if sent by overnight commercial courier service or when sent if sent by email.

20. ASSIGNMENT. Tenant shall not assign this Sublease or sublet the Premises without the prior written consent of Landlord, in Landlord's sole discretion.

21. BROKERAGE. Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Sublease, and covenants to pay, hold harmless and indemnify the other party from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Sublease or the negotiation thereof on behalf of such party.

22. FORCE MAJEURE. Neither party shall be deemed in default with respect to any of the terms, covenants and conditions of this Sublease to be performed, if such failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, interruption or failure of power or other services of any kind, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, or any other cause beyond the reasonable control of such party, provided payment of any amounts owed by Tenant shall not be subject to Force Majeure.

23. MISCELLANEOUS.

- A. This Sublease shall be binding upon the parties, their personal and legal representatives, heirs, successors and assigns and be governed by the laws of the State of Colorado.
- B. Any litigation between the parties hereto concerning this Lease shall be initiated in the state district court in and for the City and County of Denver and the prevailing party in any such action or proceeding shall be entitled to reasonable attorneys' fees.
- C. The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Sublease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Property shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Property, and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. The provisions of this Section shall survive any expiration or termination of this Sublease.

The parties have executed this Sublease the day and year first above written.

LANDLORD:

AIRPORT RESORT PARKING, LLC,  
a Colorado Limited Liability Company

By: L.C. Fulenwider, Inc., a Colorado corporation,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

[entity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **RULES AND REGULATIONS**

#### **Airport Resort Parking Garage Units**

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Premises or elsewhere on the Property without the prior written consent of the Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule.
2. Landlord will provide 1 remote control to the Premises and may impose a reasonable charge for additional or lost remotes. Tenant shall not change the locks without consent of Landlord. Tenant shall reimburse Landlord upon demand for any costs incurred by Landlord due to Tenant's violation of this rule.
3. Tenant shall not obstruct access to the Premises or any other garage unit. The driveways, sidewalks, passages, exits, or entrances are not for the general public, and Landlord shall in all cases retain the right to control and prevent access to the Property of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Property and its tenants, provided that nothing contained in this rule shall be construed to prevent such access to tenant, tenant's employees, agents, clients customers, invitees and guests unless such persons are engaged in illegal activities. No tenant and no employee or invitee of any tenant shall go upon the roof of any of the garage units.
4. All exterior cleaning and maintenance services for the Property shall be provided exclusively through Landlord. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Property. Landlord shall not in any way be responsible to any Tenant for a loss to property in the Premises or elsewhere on the Property, however occurring, or for any damage to any of Tenant's property by the cleaning and maintenance contractors or any other employee or other person.
5. Tenant shall not use any method of heating or air conditioning in the Premises.
6. Tenant shall close and lock the doors of the Premises and entirely shut off lights before Tenant leaves the Premises.
7. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device inside the Premises or elsewhere on the Property.
8. Except as approved by Landlord, Tenant shall not mark, drive nails, screw or drill into partitions, woodwork, metal or plaster or in any way deface the Premises, cut or bore holes for wires, or fix any floor covering to the floor of the Premises. Tenant shall repair any damage resulting from noncompliance with this rule.
9. Tenant shall be responsible for all trash removal from the Premises and will discard all trash in exterior trash receptacles on the Property, if provided, or shall dispose of all trash off of the Property. Tenant shall not place in any trash receptacle any material which cannot be disposed of in the ordinary and customary manner of trash removal.

10. The requirements of Tenant will be attended to only upon appropriate application to the office of the Property manager by an authorized individual.
11. Tenant shall not allow unauthorized vehicles to use the Premises and, shall not repair or authorize service to vehicles parked in the Premises or on the Property.
12. Tenant shall be responsible for the observance of all of these rules and regulations by Tenant's employees, agents, clients, customers, invitees and guests.
13. Tenant shall notify its employees, agents, clients, customers, invitees and guests that by use of the Property and Premises they assume all risk of loss or damage.

EXHIBIT E, Contract 202579096-01  
Denver International Airport  
PARKING TENANT STATEMENT OF GROSS RECEIPTS AND RENTS DUE



MONTH/YEAR

UNIT COUNT

COMPANY

CONTACT

dba

EMAIL

MONTHLY REVENUES and COUNTS									
	Tenant Count	GROUND RENT	GROSS REVENUE	TAXES	REFUNDS	AUTHORIZED DEDUCTIONS	TOTAL DEDUCTIONS	REPORTABLE REVENUE	PERCENT COMPENSATION FEE (10%)
JANUARY									
FEBRUARY									
MARCH									
APRIL									
MAY									
JUNE									
JULY									
AUGUST									
SEPTEMBER									
OCTOBER									
NOVEMBER									
DECEMBER									
TOTALS									

LATE PAYMENTS ARE ASSESSED INTEREST AND PENALTY CHARGES PER CONTRACT. LATE REPORTS MAY BE ASSESSED \$100/DAY/REPORT. MAKE CHECKS PAYABLE TO AIRPORT REVENUE FUND. MAIL CHECK TO P.O. Box 492065, Denver CO 80249. Email this report to [DENRevenueReports@flydenver.com](mailto:DENRevenueReports@flydenver.com) and to [ARDEPT@flydenver.com](mailto:ARDEPT@flydenver.com).

**OATH OF CONCESSIONAIRE:** The undersigned states that the revenues, rent payments and calculations shown by this statement are correct to the best of her or his knowledge and belief, and the percentage shown is due the City and County of Denver in accordance with the Lease.