

LICENSE AGREEMENT

This License Agreement for the Denver International Airport (“**DEN**”) (“**Agreement**”) is entered into as of the date stated on City’s signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation (hereinafter “**City**”), Party of the First Part, and **GRAB ATYOURGATE JV, LLC**, a Delaware company authorized to do business in Colorado (“**Grab DEN**”), Party of the Second Part (collectively, “**Parties**”).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

PART I CONTRACT PROVISIONS

1.01 SUMMARY OF CONTRACT PROVISIONS

City Address for Notices	ATTN: Chief Executive Officer City and County of Denver Department of Aviation Denver International Airport Airport Office Building, 9th Floor 8500 Peña Boulevard Denver, CO 80249-6340
Grab DEN Address for Notices	3302 Canal Street, Suite 13 Houston, Texas 77003
Premises:	See Exhibit A
Term	Effective Date plus three (3) years with two one-year options to extend
Effective Date	Date of City Execution
Expiration Date	Effective Date plus three (3) years. Expiration Date may be extended upon election of one or more options to extend.
Minimum Annual Guarantee (“MAG”)	Initial MAG -N/A; beginning the second year of agreement term, the MAG shall be equal to 85% of the total percentage fees paid to the City in the first year of the contract and shall be adjusted annually.
Percentage Fee	5.0% of Delivery Fee

1.02 MODIFICATIONS TO SUMMARY OF CONTRACT PROVISIONS

A. The Parties acknowledge and agree certain provisions stated in the Summary of Contract Provisions are estimates as of the Effective Date.

B. The Parties further acknowledge and agree that the provisions stated in the Summary of Contract Provisions, excepting for the length of the Term, are subject to change in accordance with the provisions of this Agreement, and the Parties agree to modify the Summary of Contract Provisions as needed by letter executed by the CEO or an Authorized Representative without formal amendment.

PART II DEFINITIONS, CONTRACT CONSTRUCTION, AND DISPUTE RESOLUTION

2.01 DEFINITIONS

A. The following terms have the stated meanings when used in this Agreement:

1. **Actual Opening Date:** The first date the services under this Agreement is Open for Business.
2. **Appendix:** Any appendix attached to this agreement in order to further describe additional terms and conditions concerning a particular Grab DEN Service offering or comply with legal obligations as mandated by the Federal Aviation Administration.
3. **Approved Project:** Grab DEN's construction, furnishing, fixturing, refurbishing, and remodeling of any portion of the Premises as reviewed and approved by City in accordance with the Concessions Handbook.
4. **Business Day:** A day other than a Saturday, Sunday or public holiday in the United States when banks are not open for business.
5. **Business Hours:** The period from 9:00 a.m. to 5:00 p.m. Mountain Standard Time on any Business Day.
6. **Channels:** The channels used by Purchasers to access the Grab Platform in the Location, such as the Grab mobile app, Grab DEN's webpage or any third-party mobile app, webpage or platform which supports the Grab Platform (by way of embedding a link to the Grab Platform or otherwise).
7. **Channel Partner:** A third party (other than Partner) with which Grab DEN enters into a written agreement whereby such third party provides a Channel in the Location.
8. **Chief Executive Officer or CEO:** The Chief Executive Officer of Denver International Airport, formerly referred to as the Manager of Aviation, and/or any successor in function and/or title, as amended by Executive Order 140.

9. **Concessions Handbook:** The compilation of DEN's standards, procedures, requirements, directives, delegations of authority, directions, and instructions governing the operations of Grab DENs and actions of their employees, representatives, agents, contractors, and vendors, which is incorporated herein by reference. City reserves the right to amend the Concession Handbook. Grab DEN agrees that it has no vested right to any particular version of the Concession Handbook, and any amendment of the Concession Handbook will be binding on Grab DEN without amendment to this Agreement, excepting that if any amendment of the Concessions Handbook conflicts with substantive terms and conditions of this Agreement, this Agreement shall control.
10. **Commission:** Means the commission payable by each Customer to Grab DEN in respect of Orders, as further set out in Section 7.03, Pricing.
11. **Contract Year:**
 - a. With respect to the first Contract Year during the Term, the period commencing on Effective Date and continuing through December 31st of the same calendar year.
 - b. With respect to each Contract Year thereafter during the Term, each twelve-month period commencing on January 1st and ending on the last day of the calendar year, provided that if the Term expires or is terminated on a day other than the last day of a Contract Year, the last Contract Year will then end as of the date of such expiration or termination.
12. **Concessionaires:** A food and beverage service provider located at the Location operated by Customer.
13. **Convenience Fee:** A convenience fee chargeable by Grab DEN to Purchasers in respect of Orders.
14. **Customer:** Each counterparty with which Grab DEN has entered into written terms for the provision of the Grab Platform to such counterparty's Concessionaires based at the Location.
15. **Customer Agreement:** The written terms entered into by Grab DEN and a Customer for the provision of the Grab Platform to such Customer's Concessionaires based at the Location.
16. **Date of Possession:** The date on which City makes the Premises available for occupation by the Grab DEN.
17. **Delivery Partner:** The selected delivery service for in-terminal delivery services.

18. **Delivery Services:** The furtherance of in-terminal delivery services as defined in Exhibit B.
19. **DEN's Rules and Regulations:** The Denver Municipal Airport System's Rules and Regulations initially adopted January 11, 1994, for an effective date of March 9, 1994, and including as they have been or may be modified from time to time by the CEO pursuant to the authority granted in the Denver Revised Municipal Code.
20. **Effective Date:** The date of full execution of this Agreement by City, as set forth on City's signature page.
21. **Equipment:** Any hardware or equipment used in connection with the Services.
22. **Expiration Date:** The Effective Date plus three (3) years. Expiration Date may be extended upon election of one or more options to extend.
23. **First Class:** A manner of operation of the License, a standard of quality of materials and construction, a standard of quality of goods and services, and sustainability practices creating a high performing License contributing to a four (4) to five (5) star rating in food and beverage, retail, consumer services, and airport staff from the SKYTRAX rating service or a similar standard chosen by the City.
24. **Grab Data:** Any anonymous and aggregated information derived from Orders for Concessionaires' products accessible via the Grab Platform.
25. **Grab DEN Personnel:** All personnel or subcontractors engaged by or on behalf of Grab DEN to perform its obligations under or in connection with this Agreement (whether employed directly, supplied by an agency, engaged by any subcontractor to Grab DEN or otherwise).
26. **Grab Hub:** Has such meaning as set forth in Section 6.04.
27. **Grab Platform:** Grab DEN's proprietary online remote ordering platform and associated services made available to Purchasers.
28. **Hosting Services:** The displaying of the Grab Platform on the Partner Channels by Partner from time to time.
29. **Location:** Denver International Airport.
30. **Open For Business:** The date Grab DEN has met the requirements stated in the Concessions Handbook to be open to the public for business and has commenced generating Gross Revenue from the Premises.

31. **Order:** Fully paid and completed orders processed by the Grab Platform and submitted to Concessions at the Location and which are initiated by Purchasers using the Partner
32. **Partner Channels:** Channels owned or operated by the Partner, including (i) software applications running on mobile devices or websites owned or operated by Partner; (ii) the Location's public-facing Wi-Fi landing page/portal (upon request by Grab DEN); and (iii) any other channels as agreed by the parties from time to time.
33. **Premises Improvements:** All improvements and equipment that are structural in nature or are affixed to the Premises and cannot be removed without material damage to the Premises including, but not limited to, mechanical, electrical and plumbing work, floors, ceilings, demising walls, store fronts, lighting fixtures, and built-in shelving.
34. **Premises:** The specific area of DEN that Grab DEN is authorized to occupy and use for the purposes set forth herein, as described and/or depicted in the Summary of Contract Provisions and Exhibit A.
35. **Refunds:** Any Orders which at any time are subject to a refund (and such refunds may be approved and processed at the discretion of Grab DEN and, without limitation, Grab DEN shall be free to comply with each Concessionaire's refund policy).
36. **Required Opening Date:** The date stated on the Summary of Contract Provisions by which the services under this Agreement must be Open For Business.
37. **Revenue Share:** shall mean the Percentage Fee and Minimum Annual Guarantee set forth at Section V, below.
38. **Term:** The period of time beginning on the earlier of the Actual Opening Date or the Required Opening Date and ending on the Expiration Date.
39. **Trade Fixtures:** All furniture, fixtures, and major equipment installed by Grab DEN, for use in its performance of the License, removable from the Premises without causing material damage to the Premises.

2.02 CONTRACT CONSTRUCTION

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

Exhibit A	Premises Description
Exhibit B	Permitted Uses
Exhibit C	Monthly License Report
Exhibit D	<i>Not used</i>
Exhibit E	Insurance Requirements

Exhibit F	<i>Not used</i>
Appendix A	Compliance with Nondiscrimination Requirements
Appendix C	Standard Federal Assurances and Nondiscrimination in Construction, Maintenance, Operation of Facilities
Appendix B	<i>Not Used</i>
Appendix D	Standard Federal Assurances and Nondiscrimination in Construction, Use, Or Access to Facilities
Appendix E	Title VI List of Pertinent Nondiscrimination Authorities
Appendix 1	Disadvantaged Business Enterprises- Required Statements
Appendix 2	ACDBE Nondiscrimination and Assurance Requirements
Appendix 3	ACDBE/DBE Policy and Objective Statements

The Parties acknowledge and agree that certain provisions of the above Exhibits are subject to change in accordance with the provisions of this Agreement.

B. Grab DEN's Proposal. Grab DEN will conform to all representations and assurances made in Grab DEN's competitively bid proposal, Proposal No. 202159255 DEN Concessions Food Delivery Services ("**Grab DEN's Proposal**"), except to the extent this Agreement provides otherwise.

C. Interpretations. As used herein, day(s) shall mean calendar day(s).

2.03 ADMINISTRATIVE HEARING

Disputes arising under or related to this Agreement, and Grab DEN's disputes of all decisions, determinations, or other actions by City arising out of this Agreement, shall be resolved by administrative hearing initiated and conducted according to the procedures outlined in D.R.M.C. §5-17 and DEN Rule 250, excepting that City shall retain its right to obtain an order of eviction in accordance with applicable state law. The parties agree that the determination resulting from said administrative hearing shall be final, subject only to any Party's right to appeal the determination under the Colorado Rules of Civil Procedure, Rule 106.

2.04 GOVERNING LAW AND VENUE

A. Governing Law. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision, or condition herein shall be construed, interpreted, and applied in accordance with, governed by, and enforced under the laws of the State of Colorado, as well as the Charter and Ordinances of the City and County of Denver.

B. Venue for Disputes. The Parties agree that venue for any action arising from this Agreement shall be in the District Court for the City and County of Denver.

C. Governing Law and Venue for ACDBE and DSBO Contracts. Grab DEN agrees that any contract upon which Grab DEN will rely on to comply with ACDBE or DSBO goals or requirements stated infra in this Agreement, including, e.g., joint venture or service agreements, will state that such contract is governed by Colorado law, and that venue for any action arising from such contract shall be in the District Court for the City and County of Denver, unless the City approves in writing an alternate choice of law or venue.

2.05 DELEGATION OF AUTHORITY

The CEO exercises the City's authority and discretion under the Agreement. The CEO has delegated authority and discretion under this Agreement to DEN's Executive Vice President, Chief Commercial Officer ("EVP"), who has delegated authority for all day-to-day management responsibilities and decisions to DEN's Senior Vice President of Concessions. The CEO and/or EVP may rescind or amend any delegation of authority and discretion under the Agreement upon written notice to Grab DEN. Any City employee delegated with proper authority and discretion is referred to herein as an "Authorized Representative."

PART III PREMISES

3.01 PREMISES DESCRIPTION

City hereby grants to Grab DEN, as of the Date of Possession under this Agreement, the privilege to occupy, improve, and use the Premises depicted in **Exhibit A**. Compensation for use of the Premises is included in Percentage Fee or Minimum Annual Guarantee set forth in Part V, below. Through a letter executed by the CEO or an Authorized Representative, City may modify Exhibit to incorporate any additional as-built areas and other spaces and any corresponding changes to compensation owed without need for formal amendment to this Agreement.

3.02 MODIFICATIONS AND CLOSING OF PREMISES

City shall have the right to close or make modifications to any portion of the Premises, at the sole discretion of City, to accommodate health and safety, security, maintenance, business, or other operational needs of DEN.

3.03 INGRESS AND EGRESS

Grab DEN will have the privilege of ingress to and egress from DEN and the Premises, subject to DEN's Rules and Regulations and all applicable laws, rules, regulations, and security requirements established now or in the future by governmental authority. Nothing in this Agreement shall be construed to prevent the City from charging operators of vehicles a fee for the privilege of entering upon DEN, using DEN's roadways, soliciting passengers upon DEN, or otherwise operating vehicles at DEN.

3.04 PREMISES ACCEPTANCE AS-IS

Grab DEN accepts the Premises in its present condition, as-is, with all faults, and with absolutely no warranties as to condition or suitability for use. The City has no obligation, liability, or responsibility to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature on or to the Premises other than as explicitly stated in this Agreement.

3.05 NO WARRANTY FOR ECONOMIC VIABILITY

City makes no warranty, promises, or representations as to the economic viability of the services, Grab DEN's business concept, or any other matter pertinent to Grab DEN's business

operations. Airline gate usage and other aspects of DEN operations are subject to change without notice, and City makes no warranty regarding passenger numbers or traffic, or airline gate usage.

PART IV TERM

4.01 TERM

This Agreement shall be effective and binding upon the Parties as of the Effective Date. The Term of operation shall begin on the Effective Date and continue through the Expiration Date, unless earlier terminated.

4.02 TEMPORARY OPERATIONS

The City, in its sole discretion, may grant Grab DEN the privilege of conducting temporary License operations at DEN. If granted, such privilege will be subject to any additional conditions determined by the City and incorporated in this Agreement by letter executed by the CEO or Authorized Representative and acknowledged by Grab DEN, without need for formal amendment to this Agreement.

4.03 HOLDOVER

A. Only with the City's prior written approval may Grab DEN continue to exercise the privileges granted herein after the Expiration Date. Any such approved performance will be on a month-to-month basis and subject to all provisions of this Agreement until the City gives written notice to surrender the Premises. Nothing herein shall be construed to give Grab DEN the right to hold over.

B. Any exercise by Grab DEN of the privileges granted herein after the Expiration Date or after termination of this Agreement without the written approval of City constitutes a trespass, in accordance with D.R.M.C. § 38-115. In the event of such trespass, Grab DEN shall indemnify City against all damages arising out of the Grab DEN's trespass, including but not limited to, any costs incurred by City to evict Grab DEN, regain possession of the Premises or any portion(s) thereof. All insurance policies, Surety, and Guarantees required to be obtained and maintained by Grab DEN as set forth in this Agreement shall continue in full force and effect during any period of holdover or trespass.

4.04 PRIVILEGES AND OBLIGATIONS UPON EXPIRATION OR TERMINATION

A. Grab DEN shall, upon expiration or termination of this Agreement, surrender the Premises to the City peaceably, quietly, and in as good order and condition as provided on the Date of Possession or otherwise improved, reasonable wear and tear excepted, together with all Premises Improvements, which will remain as the property of the City. Prior to surrendering the Premises, Grab DEN shall remove all Trade Fixtures, brand proprietary property, inventory, and other personal property; if Grab DEN fails to remove said property within thirty (30) days from the date of expiration or termination of the Agreement, then the City may, at its option, take title to such property and use, sell, lease, salvage, or dispose of the same, as permitted by law. Grab DEN shall at its expense comply with any City directives regarding walkthroughs, repairs, cleaning, removal of property, safety requirements, or any other actions that the City reasonably

deems necessary for acceptable surrender of the Premises. The City's acceptance of the surrendered Premises will be valid only if such acceptance is in writing and signed by the City.

B. City shall be entitled to exercise the non-judicial remedy of locking Grab DEN out of the Premises as a means of enforcing City's right of possession, regardless of whether Grab DEN is delinquent in compensation payments, including without limitation, the de-activation of Grab DEN's security badges or credentials.

C. Upon termination or expiration of the Agreement, at the written request of the City and to the extent permitted by applicable law, Grab DEN shall convey the rights to any permit or license applicable to the Premises to any designee of the City for the designee's use on an as-is basis without warranties.

D. The Parties understand and agree that all terms of this Agreement which by reasonable implication contemplate continued performance or compliance beyond termination or expiration of this Agreement will survive the expiration or earlier termination of this Agreement and continue to be fully enforceable.

PART V

COMPENSATION, FEES, OTHER CHARGES, REPORTING, AND ACCOUNTING RECORDS

5.01 PERCENTAGE FEE AND MINIMUM ANNUAL GUARANTEE

A. Grab DEN covenants to pay a Percentage Fee of 5% of the Delivery Fee, during the first Contract Year. During the first Contract Year, the initial Minimum Annual Guarantee ("MAG") is not applicable.

B. Subsequent Contract Years. During each Contract Year thereafter, including any holdover period, shall pay the greater of 5% of all Delivery Fees or the MAG. The MAG beginning with the second Contract Year will equal eighty-five percent (85%) of the total Percentage Fees payable in the first Contract Year and shall be recalculated each Contract Year to equal eighty-five (85%) of the prior Contract Year amount paid to the City. The MAG applicable to the last Contract Year will be pro-rated if such Contract Year is less than twelve (12) months.

C. Partial Months. For any payment period of less than one month, the applicable MAG shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the MAG is payable.

5.02 OTHER FEES AND CHARGES

A. Other Fees and Charges. Grab DEN covenants to pay in a timely manner other damages due to City, or charges and fees as City or DEN assesses, in accordance with its procedures and requirements stated in the Concessions Handbook, and also other fees that Grab DEN incurs in the normal course of business, including but not limited to telephone, badging, fingerprinting, plus any applicable taxes.

5.03 FORM OF PAYMENT

All payments due under this Agreement shall be paid in lawful money of the United States of America by the method specified in the Concession Handbook or as otherwise directed by the City from time to time.

5.04 FAILURE TO MAKE TIMELY PAYMENTS

A. Immediately upon Grab DEN's receipt of monies from sales, services, or doing business under this Agreement, the percentages of said monies owed to City shall immediately vest in and become the property of City. Grab DEN shall be responsible as a trustee for said monies until delivered to City. Grab DEN shall pay all compensation, damages, charges, and fees under this Agreement independent of any obligation of City. The City may accept payments without prejudice to its right to recover any amount due and to pursue any other available remedies.

B. If Grab DEN is delinquent in the payment of compensation, damages, charges, or fees hereunder for a period of five (5) business days after the payment is due, City reserves the right to charge interest on such amount at eighteen percent (18%) per annum, or to the maximum amount permitted by law. Said interest is lawful compensation and is not to be construed as a penalty or a limitation or waiver of any of the City's rights or remedies herein.

5.05 RECORD KEEPING, REPORTS, ANNUAL STATEMENT, AND END OF YEAR ADJUSTMENT

A. Bookkeeping System. Grab DEN agrees to establish and maintain a system of bookkeeping satisfactory to the City Auditor. Such system shall be kept in a manner that distinguishes each License location that is operated by Grab DEN from all other License locations operated by Grab DEN.

B. Records Maintenance. Grab DEN shall maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records that include all financial transactions in the performance of this Agreement. Grab DEN shall retain such books and records for a period in accordance with this Agreement and shall make such books and records available for inspection by representatives of the City, including, without limitation, the City's Auditor and independent auditors hired by the City. Such books and records shall include, without limitation, all sales slips, cash register tapes, stand sheets, sales books, bank books or duplicate deposit slips, and all other evidence of total receipts, Commission, Direct Operating Expenses, Net Operating Profits, Net Operating Losses, Minimum Guaranteed Payments, City Commissions, Monthly Reports, Weekly Reports, Annual Reports, and CCC Business Incentive Fund, Marketing Fund, Additional Expenditures, and Reserve Fund balances (collectively, the "**Financial Records**").

C. Required Onsite Records. Grab DEN shall keep within the License location proper, adequate, and accurate accounting books and records prepared in accordance with a bookkeeping system approved in writing by the City documenting all business and transactions engaged in by Grab DEN pursuant to this Agreement. Such onsite books and records shall include, without limitation, daily receipts and expenses, daily bank deposits, daily sales records, and copies of all business tax returns filed with the State of Colorado and all federal income tax returns.

D. Financial Reports. Grab DEN covenants to prepare and submit reports to City as specified by the City. City reserves the right to change the form and frequency of reports and statements, including, but not limited to, the **Exhibit C** Monthly License Report, and to require the submission by Grab DEN of other statistics and information pertaining to the Commission hereunder. Grab DEN agrees to change the form of the required reports and statements as requested by City and to provide any additional statistics and information City may request.

E. Annual Statement. No later than February 28 after the end of each year of operation after the Required Opening Date, Grab DEN shall, at its sole cost and expense, provide a certified Annual Statement to City prepared by an Independent CPA. There may be no limitation on the scope of the engagement that would preclude the Independent CPA from expressing an unqualified opinion as to the correctness and completeness of the reported Commission. The engagement shall include all information identified in the Concessions Handbook. The engagement must be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion from the Independent CPA on whether the schedule of Commission, Privilege Fees, and all other fees or charges payable under this Agreement have been completely and accurately presented, calculated, reported, and paid according to the terms of this Agreement. City reserves the right to reject Grab DEN's choice of Independent CPA, where in City's view the Independent CPA does not have the appropriate standing, reputation, or independence from the Grab DEN.

F. Findings. City reserves the right to challenge any findings or conclusions of the Annual Statement. In such event, City may conduct its own audit under the provisions in Section 5.06 or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by City of any dispute will be final. Delivery of an Annual Statement containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

G. End of Year Adjustment. If Grab DEN has paid to City an amount greater than Grab DEN is required to pay as Privilege Fee for a Contract Year under the terms hereof, Grab DEN shall be entitled to a credit against Grab DEN's MAG for the amount of the overpayment. If Grab DEN has paid less than the amount required to be paid as Privilege Fee for such Contract Year, then Grab DEN shall pay the difference to City in the next payment of the MAG.

H. Acceptance of Reporting. Acceptance of monthly reports, quarterly income statements, and/or Annual Statements or payments by City does not constitute agreement by City with the amounts reported and paid. City reserves the right to reject any reports submitted by Grab DEN.

5.06 CITY'S RIGHT TO PERFORM AUDITS, INSPECTIONS, ATTESTATION ENGAGEMENTS

A. Any authorized agent of the City, including the City Auditor, his or her representative, or independent auditors hired by the City, has the right to access and the right to examine and/or audit any Financial Records and other pertinent books, documents, papers and records of Grab DEN (together with the Financial Records, the "**Records**"), involving transactions

related to this Agreement until the later of three (3) years after the final payment under this Agreement or expiration of any applicable statute of limitations. Grab DEN shall make its Records available to the City within fourteen (14) calendar days of its receipt of a written request from the City for the same. Grab DEN may satisfy this requirement by either: (i) making the Records available for examination within the Denver metropolitan area; or (ii) paying the City, in full and in advance, travel and related expenses for a City representative to travel to any location outside the Denver metropolitan area for such examination. Upon completing such travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Grab DEN as appropriate.

B. Grab DEN agrees that the City, and any of the City's agents including the City's Auditor or an authorized representative of the Auditor, may inspect any document, return, data or report filed pursuant to Chapter 53 of the Denver Revised Municipal Code by Grab DEN with the City's Manager of Finance and any related reports, document, data or other information generated by the City's Manager of Finance or employees under the control of the Manager of Finance in connection with any investigation or audit of Grab DEN by the City's Department of Finance. Grab DEN authorizes and permits the inspection of such documents, data, returns, reports and information by the City and any of its agents, including but not limited to the City's Auditor or an authorized representative of the Auditor, and waives any claim of confidentiality that it may have in connection with such documents, returns, data, reports and information.

C. If City requests and Grab DEN fails to furnish any records in a timely manner, City reserves the right to, in addition to all other remedies available hereunder, at law, or in equity, have an independent forensic accounting firm attempt to reconstruct the missing records. Grab DEN covenants to reimburse City for the reasonable cost associated with reconstructing any missing records, including but not limited to, the cost of the independent forensic accounting firm, attorney's fees, and litigation expenses incurred. Engagements will be conducted in accordance with the procedures identified in the Concessions Handbook. The Parties recognize that City will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree City may collect liquidated damages, as set forth in Article VIII, for the records requested and not received.

D. If the City determines after an audit for any Contract Year that any payment(s) made to the City were understated or materially misstated in the Annual Report, Grab DEN shall pay the amount of the deficiency plus interest at two percent (2%) per month compounded daily computed from the date due until the date paid. If such payments were understated or materially misstated by more than one percent (1%), Grab DEN shall pay to the City the cost of the audit in addition to the deficiency and interest. If the City determines after an audit that the City was overpaid, the City shall have the option to either credit an overpayment against a subsequent amount due or provide a refund to Grab DEN.

E. Grab DEN will include a provision providing City the same rights to initiate and perform audits, inspections, or attestation engagements in any sub-agreement that it enters and cause its subcontractors to include the statements in further sub-agreements.

PART VI PERMITTED USES

6.01 PERMITTED USES

Grab DEN shall only operate within the Airport property for the purpose of performing Services under this license as set forth on **Exhibit B**, (“**Permitted Uses**”). Grab DEN shall not use the airport property for any other purpose whatsoever without the prior written consent of the City.

6.02 NON-EXCLUSIVE RIGHTS

The privileges granted herein are non-exclusive. The City may, at any time, award third parties the same or similar privilege.

6.03 PERMITS AND LICENSES

Grab DEN will obtain and maintain all permits, certificates, licenses, or other authorizations required in connection with the operation of the License. Copies of all required permits, certificates, licenses, or other authorizations will be appropriately displayed within the Premises and forwarded to the City upon issuance and each renewal.

6.04 PROPRIETARY RIGHTS

A. Data. As applicable, Grab DEN will provide City with mutually agreed Grab Data, accessible via Grab DEN's web-based portal (the “**Grab Hub**”). Further, City expressly acknowledges and agrees that Grab DEN will monitor City’s, Concessionaires’, and Purchasers’ use of the Grab Platform and compile aggregated, anonymized statistical and performance information related to the provision and operation of the Grab Platform (“**Aggregated Statistics**”). As between Grab DEN and City, all right, title and interest in and to the Grab Data, the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Grab DEN.

B. License. Subject to City's compliance with the terms and conditions contained in this Agreement, Grab DEN hereby grants to City, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use:

1. the Grab Hub solely to access the Grab Data and the Aggregated Statistics;
and
2. the Grab Data and the Aggregated Statistics solely for data analysis to assist City in gaining an understanding of Purchaser and Concessionaire activity at the Location.

C. Reservation of Rights. Except as expressly granted in this Agreement, there are no other licenses granted to City, express, implied or by way of estoppel. All rights not granted in this Agreement are reserved by Grab DEN and its third-party licensors.

D. Use Restrictions. Data. City shall not directly or indirectly do, nor permit any third party, to do any of the following:

1. store, copy, disclose, transfer or use the Grab Data and/or the Aggregated Statistics other than: (i) as may be necessary for the performance by City of its obligations under this Agreement; (ii) as expressly provided for under this Agreement; and/or (iii) as otherwise expressly authorized in writing by Grab DEN in advance;
2. use any part of the Grab Data and/or of the Aggregated Statistics to provide a data service to any third party for any commercial purpose or otherwise;
3. use the Grab Data and/or the Aggregated Statistics in any way which (i) is detrimental to Grab DEN's goodwill, reputation or commercial position or (ii) breaches Grab DEN's intellectual property rights;
4. permit any third party to, attempt to circumvent any technological protection measures that are applied to the Grab Data and/or the Aggregated Statistics;
5. attempt to de-anonymize the Grab Data and/or the Aggregated Statistics and identify individuals from such data;
6. contact any Purchasers for transactions through non-City Channels; DEN may contact customers who order through DEN's channels, but not through third part channels (airline apps).

E. Use Restrictions - Grab Platform and Grab Hub. City shall not directly or indirectly do, nor permit any third party, to do any of the following:

1. use any part of the Grab Platform and/or Grab Hub to provide a data service to any third party for any commercial purpose or otherwise;
2. use the Grab Platform and/or the Grab Hub in any way which (i) is detrimental to Grab DEN's goodwill, reputation or commercial position or (ii) breaches Grab DEN's intellectual property rights;
3. permit any third party to, attempt to circumvent any technological protection measures that are applied to the Grab Platform and/or the Grab Platform;
4. copy, modify, create derivative works of, publish, sublicense, sell, market or distribute the Grab Platform and/or Grab Hub or any information provided by Grab DEN to City via the Grab Platform and/or Grab Hub;
5. reverse engineer, decompile, disassemble or attempt to gain access to the source code form of the Grab Platform and/or Grab Hub;
6. use the Grab Platform and/or Grab Hub in violation of export control laws and regulations;

7. remove any proprietary notices from the Grab Platform and/or Grab Hub;
8. access the Grab Platform and/or Grab Hub in order to build a competitive product or service, or to copy any features, functions or graphics thereof;
9. sell, resell, rent or lease the Grab Platform and/or Grab Hub (including any information provided by Grab DEN to City via the Grab Platform and/or Grab Hub), including, without limitation, use the Grab Platform and/or Grab Hub on a service bureau or time sharing basis or otherwise for the benefit of a third party;
10. use the Grab Platform and/or Grab Hub to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
11. use the Grab Platform and/or Grab Hub to store or transmit malicious code;
12. interfere with or disrupt the integrity or performance of the Grab Platform and/or Grab Hub or any data contained therein; or
13. attempt to gain unauthorized access to the Grab Platform and/or Grab Hub or their related data, systems or networks.

City shall use the Grab Platform and Grab Hub only in accordance with applicable laws and government regulations. City may not use the Grab Platform and/or Grab Hub, including any data captured by the Grab Platform and/or Grab Hub, with any service or product (whether provided by City or a third party) that competes with the Grab Platform and/or Grab Hub or other products or services offered by Grab DEN, except with Grab DEN's prior written consent.

F. City shall take reasonable precautions to preserve the integrity of, and prevent the corruption, unauthorized disclosure or loss of, any Grab Data and/or Aggregated Statistics which are in its possession or control or which are processed by it.

G. Feedback. As between Grab DEN and City, all right, title and interest in the use of the Grab Platform and Grab Hub, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by City regarding Grab DEN or the use of the Grab Platform and/or Grab Hub, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Grab DEN or Grab DEN's licensors and providers, as applicable. City hereby does and will irrevocably assign to Grab DEN all evaluations, ideas, feedback and suggestions made by City to Grab DEN regarding the use of the Grab Platform and/or Grab DEN Hub (collectively, "**Feedback**") and all intellectual property rights in the Feedback.

H. Trademarks. Each party acknowledges that the ownership, right, title and interest in and to the other party's trademarks rests with the other party, and both parties agree that neither will do anything inconsistent with such ownership. Except that City should obtain the written consent of Grab DEN prior to including any mention of this Agreement or of the Grab Platform in City's sales and marketing materials, and that City should include the words "powered by Grab" in association with any such approved use, each party ("**Grantor**") hereby grants, during the term

of this Agreement, to the other party (“**Grantee**”) a non-exclusive, non-sublicensable, non-transferable right to use the Grantor's trademarks, service marks, logos, trade names, trade dress and URLs (“**Trademarks**”) solely for the purposes contemplated hereby, including, without limitation, using Trademarks in connection with marketing the Grab Platform and/or Grab Hub, using Trademarks as part of sales and marketing materials in written form or otherwise, and displaying City’s logo or other Trademarks on Grab DEN’s website(s) and mobile application(s). Each party shall abide by any Trademark usage guidelines made available by the other party from time to time and shall provide specimens for review and approval by the other party upon request.

PART VII PERFORMANCE AND OPERATING STANDARDS

7.01 CITY’S RIGHT TO MONITOR PERFORMANCE

A. Objections. City in its sole discretion shall have the right to raise reasonable objections to the condition of the Premises, the quality and quantity of goods and services, the character of the service, the hours of operation, the sustainability practices of Grab DEN, and/or the appearance and performance of service personnel, and to require any such conditions or practices objectionable to City to be remedied by Grab DEN.

B. Performance Audits. City reserves the right to conduct periodic Performance Audits as defined and described in the Concessions Handbook. Repeated violations and deficiencies in performance may be cause, at City’s sole discretion, to terminate this Agreement.

C. Annual Review. Grab DEN and City will meet annually to review and evaluate the financial, customer service, and operational performance of the License, as further described in the Concessions Handbook. Grab DEN shall undertake and comply with any Remediation Plan as prescribed by the Concessions Handbook.

7.02 QUALITY OF GOODS AND SERVICES

A. If City notifies Grab DEN of any deficiencies with respect to the operations, Grab DEN shall correct such deficiencies within a thirty-day (30 day) cure period. If Grab DEN fails to correct within the allowed cure period, City may collect liquidated damages as described in Article VIII.

7.03 PRICING

A. Pricing. Pricing under this License Agreement shall be as follows:

FEE NAME	APPROVED FEE
Delivery Fee	\$2.99 - \$7.99 approved range \$2.99 for employees and \$4.99 for travelers projected at launch
Pickup Fee	Up to \$1.00 per transaction
Service/Technology fee	Up to 8% per transaction

7.04 HOURS OF OPERATION

A. Hours of Operation. Except as otherwise expressly agreed between the Parties, Delivery Services shall be open for business from 9:00 a.m. and 6:00 p.m. prevailing Mountain Time, 7 days per week. Operating Hours and Schedule may be amended from time to time; amended operating hours are to be mutually agreed upon by the Parties.

B. Failure to Open. Unless previously authorized by the City in writing, failing to open for business by the required opening time, or closing early, shall constitute a violation of this Section for which City may collect liquidated damages as set forth in Article VIII.

7.05 PERSONNEL

A. Staffing. Grab DEN shall hire, train, supervise, and deploy a sufficient number of Personnel to service customers in a timely and efficient manner and to meet Grab DEN's obligations herein

B. General Manager. Grab DEN shall appoint at least one General Manager to oversee and manage the performance of the License, and represent and act on behalf of Grab DEN, as further described in the Concessions Handbook. The General Manager shall be full time and work onsite.

C. Customer Service Training. In addition to compliance with DEN's Service Values, Service Standards, and Image Standards, Grab DEN shall cause its employees to complete any customer service training program established by the City for Licensee employees at DEN.

D. City's Right to Object. City reserves the right to object to unprofessional behavior, conduct, or appearance of any personnel of Grab DEN or those doing business with it, in accordance with the procedures outlined in the Concessions Handbook.

7.06 PAYMENT OF CITY MINIMUM WAGE

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

7.07 SECURITY REQUIREMENTS

Grab DEN shall be responsible for ensuring personnel, agent, vendor, and contractor compliance with all security rules, regulations, and procedures including, but not limited to, those issued by the FAA, TSA, and City. The rules, regulations, and procedures of the FAA, TSA, and City regarding security matters may be modified at any time and Grab DEN shall comply with all such modifications. Grab DEN shall adhere to the procedures and security requirements in the Concessions Handbook and shall not open for business without an approved Security Plan.

7.08 EMPLOYEE PARKING

Nothing in this Agreement shall be deemed to obligate the City to provide parking to Grab DEN's personnel.

7.09 CREDIT CARD REQUIREMENTS

Grab DEN's credit card requirements must meet the standards described determined by the City. City shall have the right to monitor and test all of Grab DEN's procedures and controls and require Grab DEN to make changes to its procedures. Grab DEN or its CPA, whichever the case may be, must yearly certify Grab DEN's operations are compliant with Payment Card Industry Data Security Standards. City reserves the right to receive reports required by the Payment Card Industry Security Standards Council.

7.10 OPERATING PROCEDURES AND STANDARDS

A. Health and Safety Standards. Grab DEN shall comply with all health and sanitary regulations adopted by City, State of Colorado, and any other governmental authority with jurisdiction

B. Grab DEN's Standards. Grab DEN shall submit to City a copy of its standards, plans, and manuals for customer service and operation, according to the procedures stated in the Concessions Handbook. Grab DEN shall ensure continuous adherence to Grab DEN's own standards, in addition to other standards as set forth herein.

7.11 PAGING, AUDIO, VIDEO SYSTEMS, AND FREQUENCY PROTECTION

If Grab DEN installs, only after City's approval, any type of radio transceiver, beacon technology, or other wireless equipment, Grab DEN will provide frequency protection in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. If frequency interference occurs because of Grab DEN's installation, City may shut down Grab DEN's installation without notice until appropriate remedies to the frequency interference are made by Grab DEN at Grab DEN's sole expense.

7.12 PROHIBITED ACTS

If Grab DEN fails to adhere to DEN's Rules and Regulations, Operating Directives, or fails to prevent any other of the prohibited acts set forth in this Part VII, City may collect liquidated damages as set forth in Article VIII until such prohibited act is ended. Moreover, if the prohibited act is not corrected as directed by City, City or its representative shall have the right to enter upon the Premises and take corrective action, and Grab DEN agrees to promptly reimburse City for any related costs, and an administrative fee equal calculated as a percent of the corrective action costs, calculated as stated in the Concessions Handbook.

PART VIII
FAILURE TO COMPLY WITH PERFORMANCE/OPERATING STANDARDS

8.01 LIQUIDATED DAMAGES

A. Violations. Grab DEN acknowledges City's objective to provide the public and air travelers with the level and quality of service as described herein, and that Grab DEN's failure to meet these standards will result in financial loss to City. Grab DEN also acknowledges it can be difficult to measure the harm suffered by the City when these standards are not met or when Grab DEN violates certain provisions of this Agreement. Accordingly, the Parties have agreed upon a series of liquidated damages, as set forth in the table below, that the City may assess for certain breaches or violations. Grab DEN and City agree that the damages set forth herein are reasonable estimates of the significant but difficult to predict harm to the City, and Grab DEN further agrees to pay to City such liquidated damages in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation, upon written demand by City. Grab DEN further acknowledges that the liquidated damages are not exclusive remedies, and City may therefore pursue other remedies as allowed for in this Agreement and as may be available at law, in City's sole discretion and option. City's waiver of any payment provided for in this Section shall not be construed as a waiver of the violation or Grab DEN's obligation to remedy the violation. Further, City's assessment of liquidated damages for past violations does not preclude City from opting for and pursuing other available remedies for subsequent violations.

B. Payment. Payment of liquidated damages will be due within fifteen (15) days from the date of invoice.

C. Table. The following table lists the liquidated damages assessable under this Agreement. References to Sections are for convenience only. Any discrepancy in such reference does not affect the validity or enforceability of said damages.

LIQUIDATED DAMAGES*		
TYPES OF INFRACTIONS	SECTION	LIQUIDATED DAMAGES
Deficient Goods or Services	Contract § 7.02;	If not cured within seven-day cure period, then \$100 per day dating back to the date of Notice, for each day until corrected.
Pricing Policy	Contract § 7.03;	\$100 per day until corrected.
Late Open or Early Close	Contract § 7.04;	\$100 per hour or fraction thereof.
Prohibited Acts	Contract § 7.19;	\$100 per day until corrected.
Security Infraction	Contract § 7.08;	\$500 per occurrence for violations not otherwise addressed in TSA or DEN's Rules and Regulations.
Late Monthly License Report	Handbook § 12.03	\$100 per day until corrected.

Late Quarterly Income Statement	Handbook § 12.03	\$100 per day until corrected.
Late Annual Report	Handbook § 12.03	\$350 per day until corrected.
Offering Goods or Services Not Permitted		\$100 per day until ceased.
Failure to Address City Objections for Unprofessional Personnel		\$100 per day until cured.
Failure to Provide Records for Financial Audit		\$100 per day until provided.
Failure of Performance Audit		\$100 per day after cure time until corrected.
Closure Due to Operational Deficiency or Failure to Maintain	Contract § 7.15; § 7.16	\$1,000 per day for each full or partial day Concession is closed.
Failure to Meet Required Opening Date	Contract § 10.06(D)	\$1,000 per day until Actual Opening Date.

*LDs are subject to escalation of damages for continued violations. Such liquidated damages may increase by a multiple of two (x2) after ten (10) days of uncured violations, and thereafter increase by an additional multiple every ten (10) days until corrected (e.g. x3 after 20 days, etc.). However, in no event will liquidated damages escalate higher than a multiple of five (x5).

D. If any or all of the provisions of this Article VIII are found to be unenforceable, any affected violation shall then be immediately covered by Article XIII, and City shall have a right to all remedies available at law, including but not limited to the remedies provided in Article XIII.

PART IX FEDERAL AID REQUIREMENTS

9.01 NON-DISCRIMINATION

A. Grab DEN covenants to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Grab DEN transfers its obligation to another, the transferee is obligated in the same manner as the Grab DEN. This provision binds Grab DEN and sub tier contractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Grab DEN covenants it will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are attached hereto as **Appendix E** and herein incorporated by reference and made a part of this Agreement.

C. Grab DEN covenants, with regard to the work performed under this Agreement, it will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Grab DEN covenants it will not participate directly or indirectly in the discrimination prohibited by any Federal Acts and or Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

D. In all solicitations, either by competitive bidding, or negotiation made by Grab DEN for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Grab DEN of the Contractor's obligations under this Agreement and the Federal Acts and Regulations relative to Non-discrimination.

E. Grab DEN covenants it will provide all information and reports required by the Federal Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by City or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Grab DEN is in the exclusive possession of another who fails or refuses to furnish the information, Grab DEN will so certify to City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

F. In the event of Grab DEN's noncompliance with the non-discrimination provisions of this Agreement, City will impose such sanctions as it or the FAA may determine to be appropriate including, but not limited to terminating or suspending this Agreement, in whole or in part, and re-entering the Premises as if this Agreement had never been made.

G. This provision will not be effective until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

H. Grab DEN covenants it will include the provisions of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Grab DEN covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.

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

9.02 CITY'S ACDBE POLICY

As a condition of eligibility for financial assistance from the FAA, City through its Division of Small Business Opportunity ("DSBO") developed and implemented an ACDBE Policy and Program for DEN. The ACDBE Program was developed and implemented in accordance with DOT's Final Rule 49 CFR Part 23. DEN's Director of the Airport Commerce Hub ("**Director**," as used in this Article IX only) has been delegated as the ACDBE Liaison Officer for DEN. In that

capacity, the Director is responsible for compliance with all aspects of the ACDBE program. The Director has established ACDBE goals for DEN and may also establish ACDBE concession specific goals as a percentage of annual Commission for this Agreement. The applicable concession specific ACDBE goal, if any, is stated in the Summary of Contract Provisions of this Agreement. If its actions or failure to act violates its ACDBE responsibilities under its Agreement or the ACDBE regulations of the DOT as they may be adopted or amended from time to time, such actions shall constitute a material breach by Grab DEN of its Agreement and, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

9.03 ACDBE NON-DISCRIMINATION

A. Grab DEN and any subcontractor of Grab DEN will not discriminate based on race, color, national origin, or sex in performance of this Agreement. Grab DEN will carry out applicable requirements of 49 CFR Part 23 and 26 in the award and administration of agreements. Failure by Grab DEN to carry out these requirements is a material breach of this Agreement, in addition to all other remedies available to City, City may, in its sole discretion, terminate this Agreement.

B. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23 and 26. Grab DEN 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 and 26.

C. Grab DEN agrees to include the statements in paragraphs A and B above in any subsequent concessions agreement or Contracts covered by 49 CFR Part 23 and 26 that it enters and cause those businesses to include the statements in further agreements.

9.04 ACDBE PARTICIPATION AND COMPLIANCE

Not Applicable – No stated ACDBE goal.

9.05 FAIR LABOR STANDARDS ACT

This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets federal minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Grab DEN agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Grab DEN has full responsibility to monitor compliance to the referenced regulation. Grab DEN must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9.06 OCCUPATIONAL SAFETY AND HEALTH ACT

This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Grab DEN must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Grab DEN retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R.

Part 1910). Grab DEN must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor, Occupational Safety and Health Administration.

PART X CONSTRUCTION

10.01 CONSTRUCTION BY GRAB DEN

Grab DEN shall not make any improvements or modifications, do any construction work on the Premises, or alter, modify, or make additions, improvements, replacements or repairs, except emergency repairs, to any structure now existing or built without prior written approval of City. Grab DEN shall not install any fixtures, other than Trade Fixtures, without the prior written approval of City. In the event any construction, improvement, alteration, modification, addition, repair, excluding emergency repairs, or replacement is made without City approval, or done in a manner other than as approved, City may, at its discretion, (i) terminate this Agreement in accordance with the provisions herein; or (ii) require Grab DEN to remove the same; or (iii) require Grab DEN to change the same to the satisfaction of City. In case of any failure on the part of Grab DEN to comply, City may, in addition to any other remedies available to it at law or in equity, effect the removal or change referenced above in this Section and Grab DEN shall pay the cost thereof to City plus an administrative charge, to be calculated as a percentage of the City's costs, as stated in the Concession's Handbook.

PART XI DISCLAIMER OF LIENS

11.01 LIENS

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

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

satisfactory to City to secure payment of such lien, if requested by City, while Grab DEN contests to conclusion the claim giving rise to such lien.

PART XII MAINTENANCE, UTILITIES AND REPAIRS

12.01 GRAB DEN'S MAINTENANCE OBLIGATIONS

A. Except for such maintenance of the Premises as-is to be provided by City hereunder, Grab DEN shall, at its own cost and expense, maintain the Premises and every part thereof, including Trade Fixtures personal property, in good appearance and repair, in a safe First-Class condition.. Grab DEN shall maintain, repair, replace, paint, or otherwise finish all Premises Improvements on the Premises, including, without limitation, walls, partitions, floors, ceilings, windows, doors, glass and all furnishings, fixtures, and equipment therein, whether installed by Grab DEN or by City. All of the maintenance, repairs, finishing and replacements shall be of quality equal to or better than the original in materials and workmanship. All work, including finishing colors, shall be subject to the prior written approval of City.

B. If it is determined the maintenance does not comply with this Agreement, City will follow the procedures identified in the Concessions Handbook.

C. Grab DEN covenants and agrees that nothing shall be done or kept in the Premises that might impair the value of City's property or that would constitute waste. Any hazardous or potentially hazardous condition on the Premises shall be corrected immediately upon receipt of a verbal or written notice from City. At the sole discretion of City, Grab DEN shall close the Premises or affected portion thereof until the hazardous or potentially hazardous condition is corrected.

D. Grab DEN covenants to comply with all present and future laws, orders, and regulations, including any rules, regulations, and procedures promulgated by City regarding City provided maintenance within DEN. If any system for City provided maintenance is put in place that can allocate to Grab DEN its proportional share of the cost. Grab DEN must pay its proportional share of the actual costs for City provided maintenance.

12.02 MAINTENANCE SERVICES AND UTILITY OBLIGATIONS

A. City shall provide structural maintenance of DEN and, except as provided below, maintain and repair the exterior windows and walls of the Premises in DEN. However, maintenance of all interior and exterior walls constructed or remodeled by Grab DEN shall be Grab DEN's responsibility.

B. City provides utility mains and lines throughout DEN. Grab DEN, at its sole cost, shall tie into the utility mains and lines at the locations as specified by City. Supplemental heated or cooled air, electrical or other utilities required by Grab DEN in excess of what is customarily available in DEN will be, if approved by City, at the expense of Grab DEN.

C. City may, at City's sole discretion, maintain the utilities within the Premises and in doing so shall be permitted to enter upon the Premises at all times to make any repairs, replacements and alterations when and as may, in the opinion of City, be deemed necessary.

Furthermore, Grab DEN will permit City or its representatives access to construct or install over, on, in, or under the Premises, new systems, pipes, lines, mains, wires, conduits, ducts and equipment; provided, however, that City shall exercise such right in a manner that minimizes interference with Grab DEN's operations. Moreover, during an emergency, City, or its agents, may enter the Premises forcibly, if necessary.

D. City agrees that it will at all times maintain and keep utility mains and lines in good repair in DEN and all appurtenances, facilities and services now or hereafter connected therewith. Grab DEN understands, accepts, and agrees that City shall not be liable for Grab DEN's loss 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 City and causes City to be unable to furnish such utility services. City shall not be liable for damages to persons or property for any such discontinuance due to causes beyond the control of City, nor shall such discontinuance in any way be construed as cause for abatement of Compensation or operate to release Grab DEN from any of its obligations hereunder.

E. City owns and maintains DEN's cabling infrastructure supporting telephone and data transmission generated within, to and from the Premises (hereinafter referred to as "**Data Network Distribution System**"). Grab DEN may use City's Data Network Distribution System for voice and data connectivity. Grab DEN is required to pay City, or pay a competitive local exchange carrier, for dial tone or internet access for its telephone services and communication systems. City will provide annual maintenance and any needed repairs for the fiber optic cable within the Data Network Distribution System. Relocation of the fiber cable or additional strands of fiber cable will be at Grab DEN's expense. If Grab DEN installs Electronic Visual Information Display systems ("**EVIDS**"), Grab DEN will be required to use City's Data Network Distribution System. Installation and ongoing maintenance of EVIDS will be at Grab DEN's expense and, at Grab DEN's discretion, may be performed by City or an outside vendor approved by City, subject to a Tenant Work Permit.

PART XIII TERMINATION RIGHTS

13.01 TERMINATION FOR CAUSE

A. Subject to any cure period(s) set forth in this Agreement, City may terminate this Agreement for cause due to the actions or inactions of the Grab DEN upon fifteen (15) business days written notice to Grab DEN. In doing so, City will not be deemed to have thereby accepted a surrender of the Premises, and Grab DEN will remain liable for all payments or other sums due under this Agreement up to and including the date of termination, and for all damages suffered by City because of Grab DEN's breach of any of the covenants of this Agreement including, but not limited to, all cost of relicensing, reasonable attorney's fees, repairs, and improvements. Cause for termination includes, but are not limited to the following:

1. the failure or omission by Grab DEN to perform any material obligations under this Agreement or the material breach of any terms, conditions, and covenants required herein.

2. the failure to pay, in full, to City within five (5) days of when due any fees, costs, expenses damages, or other charges applicable hereunder except where such failure is cured within ten (10) days after written notice by City of Grab DEN's failure to pay.
3. Grab DEN's material breach under any other agreement with City at DEN that is not cured within any applicable cure period set forth therein.
4. the appointment of a Trustee, custodian, or receiver of all or a substantial portion of Grab DEN's assets.
5. the divestiture of Grab DEN's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
6. the insolvency of Grab DEN; or if Grab DEN will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Grab DEN of a voluntary petition of bankruptcy or the institution of proceedings against Grab DEN for the adjudication of Grab DEN as bankrupt pursuant thereto.
7. Grab DEN's cancellation or other expiration of the Surety without City's prior written consent, and not reestablished promptly after written notice by City.
8. an assignment, sublicense, or transfer of Grab DEN's interest under this Agreement by reason of death, operation of law, assignment, sublease, sale in bulk of any of its assets, or otherwise to any other person or business entity other than in compliance with the provisions of this Agreement.
9. if Grab DEN abandons, deserts, vacates, or ceases operations under this Agreement for five (5) consecutive business days, unless undergoing repairs or renovations first approved by City.
10. Grab DEN's failure to maintain any type of insurance or level of insurance coverage required hereunder (and in the event Grab DEN has failed to remedy such failure within ten (10) days after notice thereof from City, City may affect such coverage and recover the cost thereof immediately from the Surety or from Grab DEN).
11. any lien or attachment to be filed against the Premises, DEN, or other City property because of any act or omission of Grab DEN, and such lien or attachment is not discharged or contested by Grab DEN in good faith by proper legal proceedings within fifteen (15) days after receipt of notice thereof by Grab DEN.

12. Grab DEN use, permission to use, or failure to prevent use of any portion of DEN made available to Grab DEN for its use under this Agreement for any illegal purpose.
13. Grab DEN's license or franchise agreement related to the License it is authorized to operate at DEN is terminated, expires, or is amended so that compliance with the amended provisions will cause Grab DEN to be in breach of its obligations under this Agreement.
14. the conduct of any business or performance of any acts at DEN not specifically authorized in this Agreement or by any other agreement between City and Grab DEN, and Grab DEN's failure to discontinue that business or those acts within thirty (30) days of receipt by Grab DEN of City's written notice to cease said business or acts.
15. any other breach of this Agreement by Grab DEN that is not cured within thirty days of receipt by Grab DEN of City's written notice.
16. repeated instances.

B. Nothing in this Section shall be construed to grant a right to Grab DEN to cure a material breach, which by its nature is not capable of being cured. City reserves the right, in its sole discretion, to treat each License Location individually for the purpose of declaring a material breach and terminating this Agreement for Cause.

13.02 TERMINATION FOR CONVENIENCE

A. This Agreement may be terminated without cause by City, in whole or in part, whenever, in the City's sole and absolute discretion, such termination is in the best interest and convenience of City's development, maintenance, and operation of DEN or necessitated by an emergency or requirement of law. Termination shall be affected by giving not less than thirty (30) days' written notice specifying the date upon which such termination becomes effective. Promptly after receipt of such notice of termination, Grab DEN shall prepare to wind down operations at DEN and turn the Premises or portion thereof over to City in accordance with Sections 4.03 and 4.04 hereunder.

B. Grab DEN shall not be compensated and City shall not be liable for any inconvenience to Grab DEN or for any interruption of Grab DEN's business, consequential damages, and/or loss profits because of a termination as provided above.

13.03 TERMINATION BY GRAB DEN

Grab DEN may terminate this Agreement for its convenience by giving City one hundred eighty (180) days prior written notice. Grab DEN shall be liable for all obligations arising hereunder for the entire one hundred eighty-day notice period.

13.04 CITY'S REMEDIES IN LIEU OF TERMINATION

A. In the event of any of the foregoing events listed in Section 13.01, and following fifteen (15) days' notice by City and Grab DEN's failure to remedy, City, at its election, may in lieu of termination for cause exercise any one or more of the following remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law. Unless the cause for termination, as stated in such notice, is by its nature curable and shall have been cured within such fifteen (15) days. City Remedies are as follows:

1. Allow this Agreement to continue in full force and effect and enforce City's right to collect Compensation as it becomes due together with past due interest and draw upon the Surety in any amount necessary to satisfy the damages sustained or reasonably expected from Grab DEN's material breach; and/or
2. Treat this Agreement as remaining in existence, and reenter and take possession of the Premises and expel Grab DEN and those claiming through or under Grab DEN and remove the effects of as may be necessary with or without process of law, without liability for trespass, using such force as may be necessary, and without prejudice to any remedies for damages or breach. No such reentry shall be construed as an election on City's part to terminate this Agreement. City reserves the right to terminate the Agreement at any time after reentry. Following reentry, City may relicense the Premises, and make alterations, repairs or improvements as City deems appropriate for relicensing. City shall not be responsible for any failure to relicense the Premises or any failure to collect compensation due for such relicensing. City shall not be liable to Grab DEN for any claim for damages resulting from remedial action by City. Grab DEN shall continue to be liable for all amounts due as under this Agreement on the dates specified plus interest thereon at the Past Due Interest Rate together with such amounts as would be payable, including costs, attorney's fees, repairs, and improvements.

B. No delay, failure, or omission of City to re-enter the Premises or to exercise any right, power, privilege, or option arising from any material breach nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such breach or relinquishment, or acquiescence of the Premises. No option, right, power, remedy, or privilege of City will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed each and all of the rights, powers, options, or remedies given to City by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by City will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law. In the event City terminates this Agreement or reclaims the Premises under this Section 13.04, City has no liability to Grab DEN for any Unamortized Investment or any other costs or expenses incurred by Grab DEN.

PART XIV INDEMNIFICATION

14.01 DEFENSE AND INDEMNIFICATION

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

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

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

PART XV INSURANCE

15.01 INSURANCE REQUIREMENTS

A. Grab DEN shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit E (“Insurance Requirements”)** during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in **Exhibit E**. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Grab DEN 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 Grab DEN from liabilities arising out of the performance of the terms and conditions of this Agreement by Grab DEN, its agents, representatives, employees, or subcontractors. Grab DEN shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Grab DEN is not relieved of any liability or other obligations assumed or undertaken pursuant to this 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 Grab DEN; (ii) damage, theft, or destruction of Grab DEN'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 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.

PART XVI PROPERTY DAMAGE

16.01 COMPLETE DESTRUCTION

A. If Premises, the Concourse in which the Premises is located, or any portion thereof is destroyed or damaged to an extent that 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 Grab DEN, Grab DEN's obligation to pay the Compensation hereunder shall abate as to such damaged or destroyed portions during the time they are unusable. If 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. At its option, Grab DEN may then terminate this Agreement effective as of the date of such event.

B. If City elects to rebuild, Grab DEN must replace all Premises Improvements at its sole cost and in accordance with the Capital Investment, subject to increase for inflation. Such replacements must be in accordance with the performance standards set forth herein. City and Grab DEN shall cooperate with each other in the collection of any insurance proceeds that may be payable in the event of any loss or damage.

16.02 DAMAGE TO LOCATION

Grab DEN shall defend and hold City harmless from and hereby waives any claims arising out of damage to the same or damage to Grab DEN's business, including subrogation claims by Grab DEN's insurance carrier. Grab DEN shall give immediate telephone notice to City in case of

fire, casualty, or accidents in the Premises or in the building of which the Premises is a part, of defects therein, or in any fixtures or equipment. Grab DEN shall promptly thereafter confirm such notice in writing. Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of, paid for by Grab DEN, and will be of equivalent quality to that originally installed hereunder. City will not be responsible to Grab DEN for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises regardless of the cause of damage.

16.03 ALTERNATE SPACE

City will use its best efforts to provide Grab DEN with alternate areas acceptable to Grab DEN to continue its operation while City makes repairs to the Premises, in accordance with the terms of this Article, except for damages caused by Grab DEN's acts, omissions, or negligence.

16.04 WAIVER OF SUBROGATION

To the extent insurance permits, and then only to the extent collected or collectable by Grab DEN under its property insurance coverage, Grab DEN waives any and all claims against City and its directors, officers, agents, servants and employees for loss or damage to property.

PART XVII DAMAGING ACTIVITIES

17.01 PROHIBITED STORAGE OR USE OF CERTAIN GOODS, MATERIALS, MACHINERY, OR HAZARDOUS SUBSTANCES.

A. No goods or materials will be kept, stored, or used in or on the Premises that are flammable, explosive, hazardous, or that may be offensive or cause harm to the general public or cause damage to the Premises.

B. Grab DEN is responsible for compliance and shall require its Contractors to comply with all federal, state, and local environmental rules, regulations, and requirements, including as they may be amended after the Effective Date. This includes compliance with DEN's Rule and Regulation, Rule 180 incorporated hereto by reference.

C. Grab DEN shall obtain all necessary federal, state, local, and DEN permits and comply with all permit requirements.

D. Nothing will be done on the Premises other than as provided in this Agreement that will increase the rate of or suspend the insurance on the Premises or on any structure of City.

E. No machinery or apparatus will be used or operated on the Premises that will damage the Premises or adjacent areas; provided, however, that nothing in this Article will preclude Grab DEN from bringing or using on or about the Premises, with approval by City, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Grab DEN's business under this Agreement.

F. Grab DEN agrees that nothing shall be done or kept on the Premises that might impair the value of City's property or that would constitute waste.

G. Grab DEN covenants that all materials, equipment, and all other items used in the performance of this Agreement will be kept in compliance with Occupational Safety and Health Administration (OSHA).

17.02 PROTECTION OF INFRASTRUCTURE

Grab DEN agrees that nothing shall be done or kept on the Premises and no improvements, changes, alterations, additions, maintenance, or repairs made that 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 DEN. In the event of violations hereof, Grab DEN agrees immediately to remedy the violation at Grab DEN's own cost and expense.

17.03 DAMAGE CAUSED BY OPERATIONS

Grab DEN shall be responsible for any damage caused by Grab DEN to the Premises, other DEN property or operations, other City property or operations, or the property of any other Grab DEN, person, or entity, either by act, omission, or because of the operations of Grab DEN. In the event of such damage, Grab DEN will give City immediate notice thereof, and Grab DEN will immediately make the necessary repairs at its own cost and expense. Grab DEN shall be required to comply with the obligations set forth in Article X with respect to all work required to be performed in accordance with this Section. City reserves the right, if in the best interest of City, to perform the necessary repairs immediately itself. Grab DEN covenants to reimburse City, for the costs and expenses associated with necessary repairs plus an administrative fee of fifteen percent (15%). If Grab DEN causes the same type of damage, such as a water leakage, electrical service interruption, or other damage, more than once in a twelve (12) month period, then Grab DEN shall submit a Remediation Plan, as set forth in Section 7.01.

PART XVIII COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, AND RULES

18.01 COMPLIANCE

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

PART XIX AIRPORT SECURITY

19.01 FAA AND TSA REQUIREMENTS

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

19.02 CHANGES IN REQUIREMENTS

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

PART XX GENERAL PROVISIONS

20.01 AMERICANS WITH DISABILITIES ACT

Grab DEN will comply with the applicable requirements of the Americans with Disabilities Act of 1990 ("ADA") 42 USC § 12101 et seq., and any similar or successor laws, ordinances, rules, standards, codes, guidelines and regulations and will cooperate with City concerning the same subject matter. In the event that compliance cannot be achieved, Grab DEN shall proceed formally to the federal, state, or local agency having jurisdiction for a waiver of compliance.

20.02 FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become invalid, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

20.03 RIGHT OF FLIGHT

Grab DEN's privilege to use the Premises for the purposes set forth in this Agreement shall be secondary and subordinate to the operation of DEN. Grab DEN acknowledges that because of the location of the Premises at DEN, noise, vibrations, fumes, debris, and other interference with the Permitted Use(s) will be caused by DEN operations. Grab DEN hereby waives all rights or remedies against City arising out of any noise, vibration, fumes, debris, and/or interference that is

caused by the operation of DEN. 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 DEN. Additionally, City reserves for itself 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. Grab DEN expressly agrees for itself, its successors, and assigns, to prevent any use of the Premises, which would interfere with or adversely affect the operation or maintenance of DEN, or otherwise constitute an airport hazard.

20.04 FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of DEN or the portion thereof wherein the Premises are located, for public purposes, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and City will be released and fully discharged from any and all liability hereunder. In the event of such termination, Grab DEN's obligation to pay compensation will cease; however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

20.05 PROPERTY RIGHTS RESERVED

This Agreement is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between City and the United States, when the execution of such agreements has been or may be required as a condition precedent to the transfer of federal rights or property to City for DEN purposes and the expenditure of federal funds for the extension, expansion, or development of DEN. The provisions of the attached **Appendices 1 and 2** are incorporated herein by reference and in the event that the FAA or its successors requires modifications or changes to this Agreement as a condition precedent to the granting of funds for the improvement of DEN, or otherwise. Grab DEN understands, accepts, and 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.

20.06 ASSIGNMENT AND SUBCONTRACT

A. Grab DEN may not assign, subcontract, and/or sublease its privileges, interests, or obligations in whole or in part under this Agreement without the prior written consent of City in City's sole and absolute discretion. Grab DEN shall not grant any license or concession hereunder, or permit any other person or persons, company, or corporation to occupy the Premises without first obtaining written consent of City in City's sole and absolute discretion. Any attempt by Grab DEN to in any way directly transfer all or part of its interest in this Agreement (including any attempt to transfer ownership of the equity or voting interest in the stock of Grab DEN if Grab DEN is a corporate entity or the ownership interest in such other entity or control of Grab DEN or Grab DEN's operations through sale, exchange, merger, consolidation, or other such transfer) without prior written consent of City shall, at the option of the CEO, automatically terminate this Agreement and all privileges of Grab DEN hereunder. Subject to the terms and conditions set forth in this Section, and only after it has received City's written approval and consent, Grab DEN shall be permitted to subcontract with respect to all or any portions of the Premises.

B. Each party to a subcontract and each subcontract, and any contemporaneous or subsequent addendum, amendment, modification or other agreement relating to any such subcontract, must be approved in advance by City. The subcontract must contain substantially the same business terms and conditions as those found in this Agreement, and the subcontract must acknowledge the existence of this Agreement and that the subcontracting parties are jointly bound by the terms and conditions of this Agreement, and state that the subcontracting parties shall comply with the satisfy the requirements and obligations of Grab DEN hereunder. All compensation, fees, charges, or other monies due and payable hereunder which are, pursuant to any subcontract, to be paid by a subcontractor shall not be marked-up by Grab DEN. Subcontractors must independently operate any subcontracted premises, adhere to, and comply with all of the terms, conditions, requirements, restrictions, obligations and standards set forth herein, including without limitation, all audit standards incorporated herein. Subleasing parties shall be jointly bound by the terms and conditions of this Agreement, and the subcontracting parties shall comply with the requirements and obligations of Grab DEN hereunder.

20.07 CORPORATE TENANCY

A. If Grab DEN is a corporation, partnership, or limited liability business organization, the undersigned officer of Grab DEN hereby warrants and certifies to City that Grab DEN is a corporation in good standing, is authorized to do business in the State of Colorado, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto.

B. Further, If Grab DEN is a partnership or other business organization, each member shall be deemed to be jointly and severally liable if such members are subject to personal liability.

C. No director, officer, or employee of City shall be held personally liable under this Agreement because of its good faith execution or attempted execution.

20.08 NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

20.09 RIGHT TO DEVELOP AIRPORT

A. Grab DEN recognizes that from time to time, it may be necessary for City to commence or complete extensive programs of construction, expansion, relocation, maintenance, and repair in order for DEN and its facilities to be maintained, improved, completed, and operated in accordance with any present or future master layout plan. Further, Grab DEN acknowledges that such construction, expansion, relocation, maintenance, and repair may inconvenience Grab DEN in its operation at DEN. Grab DEN agrees that no liability shall attach to City, its officers, agents, employees, Contractors, subcontractors, and representatives by way of such inconveniences. Grab DEN agrees to waive any right to claim damages or other consideration therefrom.

B. It is covenanted and agreed that City reserves the right to further develop or improve DEN and all landing areas and taxiways as it may see fit, regardless of the desires or views of Grab DEN or its subcontractors and without interference or hindrance.

C. Further, Grab DEN agrees that no liability shall attach to City, its officers, agents, and employees due to any efforts or action toward implementation of any present or future Master Layout Plan for DEN. Grab DEN agrees that no liability shall attach to City, its officers, agents, and employees due to any efforts or action toward implementation of any present or future Concessions Master Plan for DEN. Grab DEN waives any right to claim damages or other consideration arising therefrom.

20.10 ATTORNEY'S FEES AND COSTS

In the event legal action is required by City to enforce this Agreement, City will be entitled to recover costs and attorneys' fees, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. 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.

20.11 RIGHT TO AMEND

In the event that the FAA or its successors requires amendments, modifications, revisions, supplements, or deletions in this Agreement as a condition precedent to the granting of funds for the improvement of DEN, Grab DEN agrees to consent to such amendments, modifications, revisions, supplements, or deletions to this Agreement as may be required to obtain such funds.

20.12 NOTICES AND COMMUNICATIONS

All notices or communication, whether to City or to Grab DEN pursuant hereto, will be deemed validly given, served, or delivered upon receipt by the party by three (3) days after depositing such notice or communication in a postal receptacle, return receipt requested, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

By Grab DEN to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

With a copy to:

Senior Vice President, Concessions
Denver International Airport
8500 Pena Boulevard
Denver, CO 80249-6340

And by City to:

Grab AtYourGate JV, LLC
Attn. Jeff Livney
3302 Canal St., Suite 13
Houston, TX 77003

or to such other address or parties within the State of Colorado as either party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article. If the notice is sent through a mail system, a verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

20.13 BOND ORDINANCES

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

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

20.14 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, understandings, 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, and in no event shall this paragraph be construed to allow Grab DEN to reduce or abate its obligation to pay the any obligation due herein.

20.15 RELATIONSHIP OF THE PARTIES

Grab DEN is and will be deemed an independent Contractor and operator responsible to all parties for its respective acts or omissions, and City will in no way be responsible, therefore. It is further expressly understood and agreed that City shall not be construed by a third party or held by Grab DEN to be a partner, associate, or joint venture partner of Grab DEN in the conduct of its business.

20.16 CITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by City, it is understood that the CEO, or a designee of the CEO, is hereby empowered to act on behalf of City. Further, except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given by the CEO, it is understood that the CEO may further delegate such authority through the Concession Handbook and/or Tenant Work Permit Handbook.

20.17 INVALIDITY OF CLAUSES

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

20.18 TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

20.19 TAXES

Grab DEN will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and possessory interest taxes of any kind, against Grab DEN's Premises, the real property and any improvements thereto, Trade Fixtures and other personal property used in the performance of the License or estate which are created herein, or which result from Grab DEN's occupancy or use of the Premises or assessed on any payments made by Grab DEN hereunder, whether levied against Grab DEN or City. Grab DEN will also pay any other taxes, fees, or assessments against the Premises or estate created herein. Grab DEN will pay the

taxes, fees, or assessments reflected in a notice Grab DEN receives from City within thirty (30) days after Grab DEN's receipt of that notice or within the period prescribed in the tax bill. City will attempt to cause the taxing authority to send the applicable tax bills directly to Grab DEN and Grab DEN will remit payment directly to the taxing authority, in such instance. Grab DEN may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to City of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of City. Grab DEN shall pay to City, with each payment of Premises Compensation, Support Space Compensation, Privilege Fee, and License Services Fees to City, all sales or other taxes which may be due with respect to such payments, and upon receipt, City shall remit such taxes to the applicable taxing authorities.

20.20 PATENTS AND TRADEMARKS

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

20.21 AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Grab DEN is not a resident of the State of Colorado, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Grab DEN does designate an agent for the service of process with the Secretary of State, State of Colorado, in any court action between it and City arising out of or based upon this Agreement, service will be made as provided by the laws of the State of Colorado for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Grab DEN does not have a duly noted resident agent for service of process, as an alternative method of service of process, Grab DEN may be personally served with such process out of this State, by the registered mailing of such complaint and process to Grab DEN at the address set out in this Agreement. Such service will constitute valid service upon Grab DEN as of the date of mailing. Grab DEN will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Grab DEN hereby agrees to the process so served, submits to the jurisdiction of the court, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

20.22 COMPLIANCE WITH PUBLIC RECORDS LAW

A. Agreement Subject to Colorado Open Records Act. Grab DEN acknowledges, understands, and accepts that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq. Grab DEN agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Grab DEN asserts is confidential or otherwise exempt from disclosure. Grab

DEN acknowledges all documents prepared or provided by Grab DEN 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 Grab DEN to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Grab DEN agrees that any disclosure of information by City consistent with the provisions of the Open Records Act shall result in no liability of City. Grab DEN agrees to defend, indemnify, hold harmless, and fully cooperate with City in the event of a request for disclosure or legal process arising under such act for the disclosure of any documents or information, which Grab DEN asserts is confidential and exempt from disclosure.

B. Indemnification in Event of Objection. In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Grab DEN of such request in order to give Grab DEN the opportunity to object to the disclosure of any material Grab DEN may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Grab DEN objects to disclosure, City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Grab DEN agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Grab DEN does not wish disclosed. Grab DEN agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Grab DEN's objection to disclosure including prompt reimbursement to City of all reasonable attorney fees, costs, and damages that City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

20.23 DATA SECURITY AND CONFIDENTIALITY

A. Grab DEN will establish and maintain safeguards against the destruction, loss, or alteration of City data or third-party data that Grab DEN may gain access to or be in possession of in the performance of this Agreement. Grab DEN will not attempt to access, and will not allow its personnel access to, City data or third-party data that is not required for the performance of the services of this Agreement by such personnel. Grab DEN shall not disclose to any third parties and shall maintain as strictly confidential any and all data and other information designated by City as confidential.

B. Grab DEN will adhere to and abide by the security measures and procedures established by City. In the event Grab DEN or Grab DEN's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to City data or third party data, Grab DEN will promptly: (i) notify City of such breach or potential breach; and (ii) if the applicable City data or third party data was in the possession of Grab DEN at the time of such breach or potential breach, Grab DEN will investigate and cure the breach or potential breach.

20.24 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS

Grab DEN, 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.

20.25 CITY'S SMOKING POLICY

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

20.26 PROMPT PAYMENT

Grab DEN agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each invoice and acceptance of work or services. Grab DEN agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both MWBE/SBE and non-MWBE/SBE subcontractors.

20.27 WAIVERS

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

20.28 COMPLETE CONTRACT

This Agreement, together with the Concession Handbook and the Tenant Work Permit Handbook, including as they may be amended, represents the complete understanding between the Parties, and any prior Contracts or representations, whether written or verbal, are hereby

superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any other document incorporated herein, this Agreement will control.

20.29 BROKER'S COMMISSION

A. Grab DEN 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. Grab DEN shall defend, indemnify, and hold City harmless against all liabilities arising from any such claims caused or incurred by it (including the cost of attorney fees in connection therewith).

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

20.30 NO LIMIT ON CITY'S POWERS

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

20.31 SIGNATURES

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

[SIGNATURE PAGES, EXHIBITS, AND APPENDICES FOLLOW]