

CAR RENTAL FACILITIES

AND

GROUND LEASE

between

THE CITY AND COUNTY OF DENVER

For and on behalf of its Department of Aviation

and

DTG OPERATIONS, INC.

d/b/a Dollar, Thrifty, and Firefly Rent A Car

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DESCRIPTION OF THE FACILITIES

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PROVISIONS FOR DESIGN AND CONSTRUCTION OF IMPROVEMENTS

CAR RENTAL FACILITIES AND GROUND LEASE

This **CAR RENTAL FACILITIES AND GROUND LEASE** is dated as of the date stated on the City signature page below (this "**Facilities Lease**"), by and between **the City and County of Denver**, a Colorado, a municipal corporation existing under the Constitution and laws of the State of Colorado (**the "City"**, "Party of the First Part"), and **DTG Operations, Inc.**, an Oklahoma corporation authorized to do business in Colorado (**the "Company"**, "Party of the Second Part").

RECITALS

WHEREAS, the City owns, operates and maintains a municipal airport known as "Denver International Airport" for the use and benefit of the public ("**DIA**" or the "**Airport**"); and

WHEREAS, the Company is engaged in the principal business of renting motor vehicles to the public and operates a car rental concession at the Airport; and

WHEREAS, certain facilities at the Airport have been constructed and equipped for use by the Company in the rental of motor vehicles to the public, including service, maintenance, storage, and administrative facilities, as described herein and as described in **Exhibits A and B** herein; and

WHEREAS, the City proposes to lease to the Company the Facilities and the Ground in accordance with this Facilities Lease; and

WHEREAS, the Company and the City have entered into a Concession Agreement and Terminal Building Premises Lease (the "Concession Agreement").

NOW, THEREFORE, in consideration of the respective representations and agreements contained herein, the City and the Company hereby agree as follows:

SECTION 1 GENERAL

1.01 CONSIDERATION. The City enters into this Facilities Lease for and in consideration of the payment by the Company as herein provided and of the performance and observance by the Company of the covenants and agreements herein.

1.02 INCORPORATION OF ATTACHED EXHIBITS. The Exhibits attached to this Facilities Lease shall be deemed incorporated in this Facilities Lease herein by reference.

SECTION 2 DEFINITIONS

2.01 AIRPORT or DIA. "Airport" or "DIA" shall mean Denver International Airport.

2.02 AUDITOR. "Auditor" shall mean the City's Auditor and his authorized representatives.

2.03 CANOPIES AND ROADWAYS. "Canopies and Roadways" shall mean the canopies for the east and west waiting areas outside the Terminal and the widened roadways in connection therewith.

2.04 CONCESSION AGREEMENT. "Concession Agreement" shall mean the "Concession Agreement and Terminal Building Premises Lease" between the City and the Company dated on or about the same date as this Facilities Lease.

2.05 DIA DESIGN STANDARDS. "DIA Design Standards" shall mean the design standards and criteria for the Airport, including as they may be hereafter amended.

2.06 DIA TENANT DEVELOPMENT GUIDELINES. "DIA Tenant Development Guidelines" shall mean the criteria established at the Airport for tenants and concessionaires for design, construction, installation, signage, and related matters, including as they may be hereafter amended.

2.07 FACILITIES. "Facilities" shall mean the real property, buildings, and improvements substantially described in **Exhibit A** to this Facilities Lease, and any property classified as a fixture under applicable law. The Facilities shall not include Company Property as defined in Section 6.11 hereof.

2.08 FACILITIES RENTALS. "Facilities Rentals" shall mean the payments to be made by the Company in accordance with Section 5.01 below. Facilities Rentals do not include any amounts payable by the Company in respect of Ground Rentals, Concession Fees, Terminal Premises Rentals, or other fees.

2.09 GROUND RENTALS. "Ground Rentals" shall mean the payments to be made by the Company pursuant to Section 5.01 of this Facilities Lease with respect to such Company's use of the Ground.

2.10 GROUND. "Ground" shall mean the parcels of real property legally described and generally depicted in **Exhibit B** attached hereto.

2.11 LEASE PREMISES. "Lease Premises" shall mean the Ground together with the Facilities. The City expressly reserves from the Lease Premises (i) all oil, gas, and other mineral rights and water rights and (ii) a public right of flight through the air space above the Lease Premises.

2.12 MANAGER. "Manager" shall mean the City's Manager of Aviation.

2.13 MANAGER'S AUTHORIZED REPRESENTATIVE. Whenever a reference is made herein to "Manager or her authorized representative," or words of similar import are used,

the City's Deputy Manager of Aviation – Commercial shall be such authorized representative of the Manager, unless notice otherwise is given to the Company by the Manager.

2.14 PAST DUE INTEREST RATE. "Past Due Interest Rate" shall mean interest accruing at 18% per annum based on a 365 day year, commencing on the fifth business day after the date such amount is due and owing until paid to the City.

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

2.16 TERMINAL BUILDING PREMISES. "Terminal Building Premises" shall mean the space within the Terminal assigned to the Company pursuant to the Concession Agreement.

SECTION 3 LEASE OF PREMISES

3.01 LEASE OF GROUND. The City hereby leases to the Company, and the Company hereby leases from the City, the Ground, subject to the easements and other restrictions as described in the attached **Exhibit A and B**, on the terms and conditions set forth in this Facilities Lease and the Company's agreement to pay Ground Rentals to the City in accordance with Section 5.02. The Ground shall be for the exclusive use of the Company subject to the easements and other restrictions described in **Exhibit B**. The City expressly reserves from the lease of the Ground (i) all water, gas, oil and mineral rights in and under the soil and (ii) a public right of flight through the air space above the Facilities.

3.02 LEASE OF FACILITIES.

A. The City hereby leases to the Company, and the Company hereby leases from the City, the Facilities, as depicted on Exhibits A and B and as defined herein, on the terms and conditions set forth in this Facilities Lease.

B. The Company shall place or cause to be placed on each item of equipment constituting the Facilities a permanent adhesive nameplate identifying the ownership interest of the City in such item as follows: "OWNED BY THE CITY AND COUNTY OF DENVER, COLORADO." The Company shall not allow the name of any person other than the City to be placed on any item of equipment constituting the Facilities as a designation that might be interpreted as a claim of ownership or any interest therein; provided, however, that nothing herein contained shall prohibit the Company from placing its customary colors and insignia on the Facilities. The Company shall describe the Facilities in **Exhibit A** hereto in such detail to enable an engineer not otherwise familiar with the Facilities to identify and locate the various components of the Facilities. **Exhibit A** shall be revised by the Company, from time to time to reflect additions to, deletions from, and changes to the Facilities made in accordance with this Facilities Lease, subject to any approvals by the City as required by the Charter or applicable ordinances of the City. A supplement or amendment to **Exhibit A** shall not be considered as an amendment of this Facilities Lease.

3.03 USE OF LEASE PREMISES. The Company shall use the Lease Premises solely for the purpose of renting motor vehicles to the public and operating a nonexclusive car rental concession at the Airport and for no other purposes, unless otherwise authorized in writing by the Manager. The Manager's authorization shall not be unreasonably withheld.

The Company agrees that it will not sell or undertake any activity in connection with the retail sale of used motor vehicles at the Airport. The Company shall not undertake any major overhaul, major body repair or major painting of motor vehicles upon the Lease Premises. The Company shall not install any display or device upon the Lease Premises which in any way obstructs the public view of any of the other Companies or any of the other tenants of the Airport. If the Company desires to undertake minor repairs or minor painting of motor vehicles, the procedure must be pre-approved in writing by the Manager based on terms and conditions acceptable to the Manager.

THE COMPANY SPECIFICALLY ACKNOWLEDGES THAT THE CITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE LEASE PREMISES OR THEIR CONDITION OR THAT THEY WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

3.04 QUIET ENJOYMENT. Provided the Company is not in default under the terms of this Facilities Lease, the Company shall and may peacefully have, hold and enjoy the Lease Premises and shall not be disturbed or interfered with by the City or by any person claiming by, through or under the City.

3.05 FACILITIES LEASES WITH OTHER CAR RENTAL COMPANIES. The City reserves the right to grant to other companies the right to engage in the rental of motor vehicles to the public and operate car rental concessions at the Airport in locations other than the Lease Premises, and the Company understands and agrees that its right to engage in the rental of motor vehicles to the public is not exclusive.

The City agrees that during the Term of this Facilities Lease it will not enter into a Facilities Lease with another car rental company which provides for terms and conditions more favorable than those contained herein unless the same terms and conditions are offered to the Company.

3.06 MEANS OF ACCESS. The Company, its agents, employees, suppliers, vendors, and customers have a non-exclusive right of ingress to and egress from the Lease Premises by a means of access located outside the boundaries of such space as specified by the City. In non-public areas, such access shall be restricted under the Airport's security requirements as described in the Section 11.14 herein. The City may at any time close, relocate, reconstruct or modify such means of access, provided that a reasonably convenient and adequate means of ingress and egress is available for the same purposes.

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

City shall not charge the Company for the costs of Canopies and Roadway improvements for which the Company has previously paid.

3.07 RIGHT OF INSPECTION. The City retains the full right of entry upon and to the Lease Premises for any purpose necessary, incidental to, or in connection with its obligations hereunder, or in the exercise of its governmental functions, or for the purpose of making any inspection or conducting any testing it deems necessary; and to perform periodic maintenance and make repairs and replacements in any case where the Company is obligated but has failed to do so, after the City has given the Company reasonable notice so to do, in which event the Company shall reimburse the City for the reasonable cost thereof promptly upon demand; and to do any and all things which the City deems necessary for the proper general conduct, security and operation of the Airport or in the proper exercise of the City's police power; provided, however, that nothing contained in this Section 3.07 shall limit the power of the City and its authorized officers, employees and agents to enter upon the Lease Premises as provided by law in a capacity other than as lessor under this Facilities Lease. No such entry by or on behalf of the City upon the Lease Premises shall cause or constitute a termination of the Lease or be deemed to constitute an interference with the possession thereof by the Company.

3.08 ALTERATIONS TO LEASE PREMISES. The Company may, with prior written approval of the Manager, at its own cost, expense and risk, install in the Lease Premises any improvement or do or make alterations or do remodeling, germane to the use herein or hereafter granted. Any equipment, improvement, and other property installed, erected, or placed by the Company in, on or about such Lease Premises shall be deemed to be personal and shall be and remain the property of the Company, except as otherwise provided herein, and the Company shall have the right at any time during the term hereof to remove any or all of its property, subject to the Company's obligation to repair damage, if any, resulting from such removal. All such equipment and other property installed shall be removed from said Lease Premises by the expiration or earlier termination of letting and the Lease Premises restored to the condition existing at the time of the letting, reasonable wear and tear excepted, unless the City, acting by and through the Manager, shall have advised the Company in writing at the time of such installation or not less than sixty (60) days in advance of such earlier termination, of its willingness to accept title to such improvements, equipment, and other property in lieu of restoration of the Lease Premises. It is understood and agreed that during such period and until such personal property is removed, the company shall pay to the City the full rental applicable to those Lease Premises, as determined by the Manager, which are directly associated with said property and which Lease Premises are not useable by others until said personal property is removed.

It is understood and agreed that the Company shall obtain approval, in writing from the Manager or his designated representative, for all alterations, modifications, changes, improvements, additions, deletions, repairs, and maintenance of the Lease Premises ("Improvements"). Improvements shall be completed in accordance with the ordinances and applicable rules and regulations of the City and County of Denver, including the Airport Rules and Regulations governing tenant improvements, in accordance with the attached Exhibit X, "Provisions for Design and Construction of Improvements," which is incorporated herein by reference, and pursuant to any required building permit to be obtained from the City and according to the customary terms and conditions thereof. Said completion of improvements and alterations shall comply with Ordinance No. 513, Series of 1990, or any successor ordinance, of

the Revised Municipal Code of the City and County of Denver and any procedures adopted thereto.

SECTION 4 TERM

4.01 TERM. The term of this Facilities Lease shall commence on January 1, 2014 and shall terminate on December 31, 2014. The Manager may, in her sole discretion, and upon written notice to the Company, offer an extension of the Term by any amount of time up to one (1) year, upon the same terms and conditions. If the Company agrees and the Term is extended, the Agreement as extended shall be terminable by the Manager upon six (6) months' written notice to the Company.

4.02 SURRENDER OF LEASE PREMISES. Upon the expiration or earlier termination of this Facilities Lease or on the date specified in any demand for possession by the City after any default by the Company, the Company covenants and agrees that the Company shall surrender possession of the Lease Premises to the City and restore the Lease Premises consistent with the provisions set forth in Section 6.13 herein. Upon failure of the Company to comply with the conditions herein, the City may cause such removal and restoration to be done at the Company's expense.

4.03 EVIDENCE OF TERMINATION. At the termination of this Facilities Lease, the City shall deliver to the Company any documents and take such actions as may be requested of it to effectuate the cancellation and evidence the termination of this Facilities Lease.

4.04 HOLDING OVER. If the Company holds over after expiration of the Term or any extension thereof, thereafter the Company's occupancy shall be deemed a month-to-month tenancy. If the holdover is due to the Company's negligence or fault in a) failing to vacate the premises when the Company intends to vacate, or b) failing to sign a new agreement presented to it in good faith by the City when the Company intends to continue its occupancy, the Lease Premises Rentals for such holdover shall be equal to 150 percent of the Lease Premises Rentals provided for in Section 5.01 herein, but otherwise the Company shall be bound by all compensation, terms and conditions of this Facilities Lease in the absence of a duly executed agreement or amendment to the contrary. Nothing herein shall be construed to give the Company the right to hold over at any time, and the City may exercise any remedy at law or in equity to recover possession of the Lease Premises, as well as any damages incurred by the City.

4.05 REVERSION. Upon termination of this Facilities Lease, the Company shall cease to have any rights with respect to the Lease Premises under this Facilities Lease.

SECTION 5 GROUND AND FACILITIES CHARGES

5.01 GROUND AND FACILITY RENTALS.

- A. The Company agrees to pay as Ground and Facilities Rentals to the City each month an amount equal to one-twelfth of the following annual rentals for the Ground and Facilities:

(i)	Ground for the Facilities leased by the Company pursuant to Section 3.01 hereof	567,777 square feet at \$1.071 psf \$608,089.00
(ii)	Facilities Rentals leased by the Company pursuant to Section 3.03 hereof	\$663,445.00

- B. Ground and Facilities Rentals shall be payable by the Company on the first day of each month, in advance, during the term of this Facilities Lease. Ground and Facilities Rentals shall immediately be deposited by the City in the Revenue Fund created under the General Airport Bond Ordinance for use as provided therein.
- C. The amount of the Ground and Facilities Rent shall be reestablished on January 1 of each year, provided however, the reestablished rates will not be greater than a 5% increase for 2015.
- D. The Ground or Facilities Rentals for any partial month payable during the Term shall be prorated on a per diem basis.
- E. If the City provides common use services to the Lease Premises, the Company agrees to pay the cost of such services, which may include, but are not limited to, insurance, snow removal, landscape watering, law enforcement and/or security officers, industrial waste handling, sewer, and trash/refuse removal.

5.02 PLACE AND MANNER OF PAYMENTS TO THE CITY. All rental payments and other charges required to be paid by the Company to the City under this Facilities Lease shall be made without demand or notice at the Office of the Director of Finance of the Department of Aviation, Denver International Airport, Denver, Colorado or at such other place in the City as the Manager may hereafter designate by notice in writing to the Company and shall be made in legal tender of the United States. Any check given to the City shall be received by the City subject to collection and the Company agrees to reimburse the City for any charges, fees, or costs incurred by the City for such collection, including reasonable attorney's fees.

5.03 PAYMENTS UNDER FACILITIES LEASE IN ADDITION TO OTHER PAYMENTS. All amounts payable by the Company under this Facilities Lease shall be in addition to amounts payable by the Company under the Concession Agreement. All expenses incurred by the Company in connection with its operation and use of the Facilities shall be paid by the Company directly without reduction of any other amounts payable by the Company under this Facilities Lease and without right of reimbursement.

5.04 OBLIGATIONS OF COMPANY UNDER FACILITIES LEASE UNCONDITIONAL.

- A. The obligations of the Company to make the payments required

hereunder and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set off, counterclaim, abatement or otherwise, unless specifically stated herein, and, until such time as this Facilities Lease has been paid in full the Company (i) will not suspend or discontinue, or permit the suspension or discontinuance of any payments required to be paid hereunder. (ii) will perform and observe all other agreements contained in this Facilities Lease, and (iii) will not suspend the performance of its obligations hereunder for any cause, including, without limiting the generality of the foregoing, its early termination of this Facilities Lease, surrender or abandonment of the Lease Premises, or the relocation of the Company's car rental concession to a site other than the Lease Premises, any acts or circumstances that may constitute failure of consideration, failure of or a defect of title to the Facilities or any part thereof, eviction or constructive eviction, destruction, damage or condemnation to or of all or any part of the Facilities, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, or any failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Facilities Lease.

B. Nothing contained in this **Section 5.04** shall be construed to release the City from the performance of any of the agreements on its part herein contained, and in the event the City shall fail to perform any such agreement on its part, the Company may institute such action against the City as the Company may deem necessary to compel performance, provided that no such action shall (i) violate the agreements on the part of the Company contained in the first paragraph of this **Section 5.04** or (ii) diminish the payments and other amounts required to be paid by the Company hereunder. The Company may, however, at its own cost and expense and in its own name or in the name of the City (provided the City is a necessary party) prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its rights hereunder with respect to the Lease Premises and the financing of the Facilities, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request; provided that the City shall not be required to take any act which, in the opinion of the City Attorney, would be prejudicial to the rights or interests of the City in connection with such action or proceeding or the facts giving rise thereto.

C. In the event the Company shall fail to make any of the payments required hereunder, the payment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid and the Company will pay interest on such amount at the Past Due Interest Rate.

5.05 BOOKS OF ACCOUNT AND AUDITING.

The Company agrees that the Manager and the Auditor of the City or any of their duly authorized representatives, until the expiration of three (3) years after the termination of this Facilities Lease, shall have the right, at any reasonable time and at their own expense, to have access to and the right to examine any books, documents, papers and records of the Company pertinent to this Facilities Lease. The Company, upon request by either, shall make all such books and records available for examination and copying in Denver.

The Company expressly agrees that the Manager and Auditor and their authorized representatives may inspect any sales and/or use tax return or report, property tax returns, and accompanying schedules, petitions, and data which the Company may file with the City pursuant to the tax provisions of the City Code and waives any claim of confidentiality which it may have in connection therewith for the sole purpose of allowing the City to use said records in the course of an audit.

SECTION 6 MAINTENANCE AND USE OF LEASE PREMISES

6.01 CARE OF AREA. The Company agrees that it will keep the Lease Premises in a neat, clean, safe, sanitary, and orderly condition at all times, and further agrees that it will keep such area free at all times of all paper, rubbish, spills, and debris. The Company, at its own expense, shall collect and deposit all trash and refuse at frequent intervals at collection station locations specified by the City. Accumulation of boxes, cartons, barrels or other similar items shall not be permitted on the Lease Premises.

6.02 VENDING MACHINES. No amusement or vending machines or other machines operated by coins, tokens, or credit cards shall be installed or maintained in or upon the Lease Premises except with the written permission of the Manager or her authorized representative. This prohibition includes, but not by way of limitation, sales from vending machines of such items as cigarettes, candy, maps, coffee, soft drinks, newspapers, stamps, and insurance policies; telephones; dispensation of cash, money orders and checks; and operation of mechanical or electronic game devices, electronic video games, and entertainment devices.

6.03 COMPLIANCE WITH ALL LAWS AND REGULATIONS.

A. The Company agrees not to use or permit the Lease Premises to be used for any purpose prohibited by the laws of the United States or the State of Colorado, the ordinances or Charter of the City and County of Denver or this Facilities Lease, and it further agrees that it will use the Lease Premises in accordance with all applicable federal, state, and local laws and all general rules and regulations adopted by the City or the Manager for the management, operation, and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations or actions of the Federal Aviation Administration or other authorized federal agency. The Company further agrees to submit any report or reports or information which the City is required by law or regulation to obtain from the Company or which the Manager may request relating to the Company's operations.

B. Prevailing Wage. Company shall require its contractors and all of its subcontractors and subtenants to pay every worker, laborer, or mechanic employed by them in the performance of the construction of improvements on the Lease Premises prevailing wages, including fringe benefits or their cash equivalent, for the same class and kind of work in the City and County of Denver, as determined by the Career Service Board under the provisions of Section 20-76 of the Denver Revised Municipal Code. The wages shall be those prevailing at the time of the contractor's final bid, and Company shall require the contractor to submit with its bid the wage schedule applicable. The contractor shall post in a prominent and easily accessible place at the site of the improvements the scale of wages to be paid by the contractor and all subcontractors at any tier working under the contractor. The contractor shall furnish to the Auditor or his authorized representative, each week during which work is in progress, a true and correct copy of the payroll records of all workers employed to perform the work. All payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement concerning the records of all workers performing the work, either for the contractors or subcontractors, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as of the contractor's final bid for the work. Compliance with above requirements shall be deemed a work "specification" as such word is used in Section 49-173, Denver Revised Municipal Code. Violation of the prevailing wage requirement and its documentation, herein above set forth, shall result in an order from the Manager of Aviation for the work to cease until there is satisfactory evidence that the violation has been remedied and will not recur. The issuance of a stop-work order shall not relieve the contractor's surety of any liability on the contractor's bond or bonds, but such a stop-work order shall be deemed a default by the contractor insofar as said surety's obligation is concerned.

C. Division of Small Business Opportunity. The Director of the Division of Small Business Opportunity (DSBO) will review the employment practices of Company's contractors and all levels of subcontractors and suppliers, and the utilization by the contractors of Minority and Women Business Enterprises (MBE and WBE) and/or Disadvantaged Business Enterprises (DBE), in connection with any work performed on the Lease Premises. The reviews will be made to determine whether or not all applicable rules, regulations, ordinances, and laws governing equal employment opportunity, affirmative action programs, and MBE, WBE, and DBE requirements are complied with. This Facilities Lease is subject to all applicable provisions of Divisions 1 and 3 of Article III of Chapter 28 of the City's Revised Municipal Code and the MBE and WBE Program's Rules and Regulations. Company acknowledges its continuing duty, pursuant to Denver's MBE and WBE Ordinances, to maintain throughout the duration of construction compliance with the level of SBE participation upon which the City approved the award of this Lease to the Company.

6.04 WASTE OR IMPAIRMENT OF VALUE. The Company agrees that nothing shall be done or kept in the Lease Premises which might impair the value of the City's property or which would constitute waste or a public or private nuisance.

6.05 STRUCTURAL OR ELECTRICAL OVERLOADING. The Company agrees that nothing shall be done or kept on the Lease Premises and no improvements, changes, alterations, additions, maintenance, or repairs shall be made to the Lease Premises which might result in an overload of utility lines serving the Airport or interfere with electric, electronic, or other equipment at the Airport. In the event of violations hereof, the Company agrees to immediately remedy the violation at the Company's expense.

6.06 NOISE, ODORS, VIBRATIONS, AND OTHER ANNOYANCES. The Company shall conduct its operations in an orderly and proper manner so as not to commit any nuisance on the Lease Premises or annoy, disturb, or be offensive to others at the Airport and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable noise, vapors, odors, lights, and vibrations. The City acknowledges that the Company is operating a concession for the rental of motor vehicles to the public on the Lease Premises.

6.07 ACCESSIBILITY. The Company shall not do or permit to be done anything which might interfere with free access and passage of the public areas adjacent thereto, or hinder police, firefighting, or other emergency personnel in the discharge of their duties.

6.08 NO AUCTION. The Company agrees not to allow or permit any sale by auction or hawking on the Lease Premises.

6.09 NO WARRANTY OF CONDITION OR SUITABILITY BY THE CITY. The Company specifically acknowledges that the City makes no warranty, express or implied, as to the Facilities or their condition or that they will be suitable for the Company's purposes or needs.

6.10 TITLE TO IMPROVEMENTS. The Company agrees that all Improvements to the Facilities which are affixed to the realty, including approved changes and renovations, shall become the property of the City upon their completion and acceptance by the City. Notwithstanding the foregoing, title to the fuel system storage tanks and fueling lines shall remain the property of the Company and shall be Company Property as defined below. The City expressly denies any ownership, responsibility, or liability for the operation, maintenance, or removal of the tanks at any time during the term or after the termination of this Facilities Lease.

6.11 COMPANY PROPERTY.

A. The Company may from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property on or upon the Lease Premises. All such personal property so installed by the Company shall remain the sole property of the Company in which the City shall have no interest except as otherwise provided herein.

B. Notwithstanding anything herein to the contrary, any personal property installed by the Company pursuant to this Section 6.11 other than the fuel system, storage tanks, and fueling lines shall constitute Lease Premises rather than property of

the Company if such property is affixed to the Lease Premises so as to be classified as a fixture under applicable law. The Company shall have the right at any time during the term of this Facilities Lease, when not in default hereunder, to remove any or all of the property installed by the Company pursuant to this Section 6.11, at its own expense, subject to the Company's obligation to repair, at its own expense, all damage, if any, resulting from such removal.

6.12 PURCHASES BY COMPANY. Property, services, and materials (except as otherwise provided in this Facilities Lease) may be purchased or otherwise obtained by the Company from any person or corporation of its choice and no unjust or unreasonable discriminatory limitations, restrictions, charges, or conditions shall be imposed by the City, directly or indirectly, against the Company or its suppliers for the privilege of purchasing, selling, using, storing, withdrawing, handling, consuming, loading, unloading, or delivering any personal property of the Company, by the Company or its suppliers, or for the privilege of transporting such personal property to, from or on the Lease Premises.

6.13 REMOVAL OF COMPANY PROPERTY AND RESTORATION.

A. The Company shall remove, at the Company's sole cost, within 60 days following the expiration or termination of this Facilities Lease, all of the Company Property, as hereinafter defined, unless the Company and the City have entered into a new lease of the Facilities. If the Company fails to remove any of the Company Property within 60 days following the expiration or termination of this Facilities Lease, the City may, at its option, keep and retain any such Company Property or dispose of the same and retain any proceeds there from, and the City shall be entitled to recover from the Company any costs of the City in removing the same and in restoring the Lease Premises in excess of the actual proceeds, if any, received by the City from disposition thereof. If the City removes any of the Company Property, the Company hereby specifically agrees to indemnify and hold the City harmless from all costs, losses, expenses, or damages incurred in relation to the removal of the Company Property, including all costs of associated remedial actions, fines or penalties, reasonable attorney fees and other professional expert fees.

B. The Lease Premises shall be surrendered as provided herein, unless the Company shall have notified the City at least 120 days prior to the date of the expiration or earlier termination of the Term of the Facilities Lease of the Company's desire not to remove the property installed by the Company pursuant to Section 6.11 hereof, or any portion thereof, and of its request there for, which request shall describe such property with reasonable particularity, and unless the City, acting by and through its Manager, shall have notified the Company not less than 60 days in advance of such expiration or earlier termination of its willingness to accept title to such property in lieu of restoration of the Facilities.

C. Upon the City's written request, the Company shall provide within 10 business days after the Company's receipt of a request for a written plan setting forth the schedule for removing such Company Property. The Company shall cooperate in good faith with the City and any new company or licensee of the Lease Premises to stagger the removal of the Company Property during such 60-day period, so as to minimize disruption of the rental of motor vehicles to Airport users.

6.14 NO OBSTRUCTION TO AIR NAVIGATION. The Company agrees that no obstruction to air navigation and/or air field surface and air traffic controller site lines as determined by application from time to time of the criteria of the Federal Aviation Administration, or its successor, will be permitted on the Ground after the Facilities shall have been completed, and any such obstruction placed on the Ground by the Company shall be removed by it at its own cost and expense. The City agrees that it will not add to or realign the runways at the Airport in such manner that the Facilities shall be deemed in the future to constitute such an obstruction.

SECTION 7 UTILITIES AND SERVICES

7.01 UTILITIES.

A. The City, at its sole expense, shall construct, install and maintain, or have constructed, installed and maintained, within the utility corridor adjacent to the Ground, sanitary sewer gravity main, electrical primary line, telecommunication primary cabling, non-potable water main and potable water distribution conduit.

B. The Company, at its sole expense, shall construct, install, and maintain, or shall have constructed, installed and maintained, all necessary storm sewer culverts, storm sewer mains, potable water system, fire hydrants, natural gas mains, roadway lighting, lot lighting, electrical primary service upgrade, tap lines, laterals, switchgear equipment, transformers, cabling, and facilities. The Company shall pay all charges for utility services and shall provide and maintain, at its sole expense, such telecommunication facilities and services as it may deem necessary. Any power and telecommunication lines constructed or installed by or for the Company shall be placed underground. The City is under no obligation to furnish at its expense snow removal or janitorial services, or any other utility or services for the Facilities. The Company agrees to pay a pro-rata share of any sewerage charges levied against the Airport based upon water consumption.

7.02 MAINTENANCE. The cost of maintenance, care and any necessary replacement of the Facilities and Lease Premises shall be borne by the Company. The Company agrees, at its expense and without cost or expense to the City, during the Term hereof that:

- A. The Company shall keep the Lease Premises in good order and condition and will make all necessary and appropriate repairs and replacements thereof promptly and in a good and workmanlike fashion without diminishing the original quality of such improvements;
- B. The Company shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Lease Premises or to be disposed of improperly;
- C. The Company shall provide and maintain obstruction lights and all similar equipment or devices now or at any time required by any applicable law,

ordinance or municipal, state or federal regulation;

- D. The Company shall appropriately light, maintain, and repair all surface areas for the parking of vehicles on the Lease Premises; and
- E. The Manager or her authorized representative shall have the right to make reasonable objections regarding the maintenance and appearance of the Lease Premises. The Company agrees to promptly discontinue or remedy any objectionable condition within five (5) days after written notice by the Manager or her authorized representative.
- F. The Company agrees, at its own cost and expense, to maintain the off-site storm water detention basin and/or water quality pond areas, culverts, and landscaped public rights-of-way described in **Exhibit K** hereto, not constituting Lease Premises, as provided in the DIA Environmental Guidelines for Tenant Operations.

7.03 INTERRUPTION OF SERVICES. The Company agrees that the City shall not be liable for failure to supply any utility services. The City reserves the right to temporarily discontinue utility services at such time as may be necessary by reason of accident, unavailability of employees, repairs, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other happenings beyond the control of the City, the City is unable to furnish such utility services. The City shall not be liable for damages to persons or property for any such discontinuance, nor shall such discontinuance in any way be construed as cause for abatement of rent or operate to release the Company from any of its obligations hereunder, except as otherwise provided in Section 10 herein.

SECTION 8 INDEMNITY, INSURANCE AND BONDS

8.01 INDEMNITY.

A. The Company shall pay, and shall protect, defend, indemnify, and save the City and its agents, officers and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses (including attorneys' fees and expenses of the Company and the City), causes of action, suits, claims, demands, and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out of any of the following, except when caused by the willful misconduct or gross negligence of the City or its respective agents, officers or employees: (i) the Company's operations in connection with this Facilities Lease or the Company's use or occupancy of the Lease Premises or any other portion of the Airport and including acts and omissions of the Company's contractors, subcontractors, suppliers, and agents; (ii) the provision or failure to provide security as herein required, (iii) the use, disposal, generation, transportation, or release of pollutants, including but not limited to fuel, oil, glycol, toxic or hazardous materials at Denver International Airport by the Company, its contractors, employees, agents, customers, or anyone claiming or acting by or through the Company, (iv) violation by the Company of any agreement,

representation, warranty, covenant, or condition of this Facilities Lease; (v) violation by the Company of any other contract, agreement, or restriction relating to the Lease Premises; or (vi) violation by the Company of any law, ordinance, regulation, or court order affecting the Lease Premises or the ownership, occupancy, or use thereof.

The Company shall pay, and shall protect, defend, indemnify, and save the City and its agents, officers and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses (including attorneys' fees and expenses of the Company and the City), causes of action, suits, claims, demands and judgments of whatsoever kind and nature in connection with the Company's operations hereunder arising out of, based upon or related to any federal, State or local antitrust or trade regulation statute, ordinance, rule or regulation, as may from time to time be in effect, including but not limited to federal laws such as the Sherman Antitrust Act, 15 U.S.C. §§ 1-7, the Clayton Act, as amended by the Robinson Patman Act, 15 U.S.C. §§ 12-27, and the Federal Trade Commission Act, 15 U.S.C. §§41-58, and any State antitrust or trade regulation statute, rule and regulation.

B. The Company 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, provided however, the City shall promptly notify the Company in writing of any claim or action brought against the City in respect of which indemnity may be sought against the Company. 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.

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

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

8.02 INSURANCE. The Company agrees to secure at its own expense and to keep in force at all times during the Term hereof, the following insurance:

A. Property Insurance. A comprehensive property insurance policy for the benefit of the Company and the City insuring the Lease Premises against loss or damage (in excess of \$50,000 in any one occurrence) by fire, lightning, tornado, windstorm, hail, flood, earthquake, explosion, riot, riot attending a strike, civil commotion, vandalism or malicious mischief, sprinkler leakage, aircraft, vehicles and smoke, or any other casualty, in amounts not less than 100% of the replacement value of the Facilities. The replacement value of the Lease Premises shall be re-established at intervals of at least three (3) years, commencing on the date of the Agreement, by an independent qualified appraiser, employed by the Company and approved by the Manager.

B. Liability Insurance. A comprehensive general liability policy, or policies, of insurance written on a single limit each occurrence basis with limits of not less than

\$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage arising from any operation of the Company at the Airport, and including contractual liability coverage, with coverage at least as broad as that provided by ISO form CG0001 (1/96) or equivalent. The City shall be listed as an additional insured, and coverage for defense costs shall be provided outside the limits of insurance. Umbrella liability coverage of not less than \$2,000,000 shall be provided in excess of and at least as broad as the primary policy, or in the alternative, a minimum of \$3,000,000 CSL through a combination of underlying and umbrella policies.

C. Vehicle Liability Insurance. Comprehensive Automobile Liability Insurance covering owned, hired, and non-owned vehicles against death, bodily injury, and property damage claims in a combined single limit amount of not less than \$1,000,000.

D. Environmental Liability/Pollution Liability Insurance. Environmental Impairment/Pollution Liability Insurance to cover loss, leakage, or spillage of fuel, gasoline products, chemical solvents, or other hazardous materials or hazardous waste, in a single limit basis with limits of not less than \$1,000,000 dedicated to this location, the Airport. Self-insurance is not acceptable.

E. Worker's Compensation Insurance. Adequate worker's compensation insurance (including occupational disease) in accordance with Colorado state law, with an authorized insurance company, or through the State Compensation Insurance Fund, or through an authorized self-insurance plan approved by the State, insuring the payment of compensation to all its employees.

The Manager may reevaluate the reasonableness of the insurance coverage pursuant to this Section 8.02 every five (5) years, and if such amounts have become inadequate to provide the coverage intended the Manager may require such additional policy amounts as necessary to provide such intended coverage.

Each such policy or certificate shall be in form and with company acceptable to the City's Risk Manager and shall provide that any coverage afforded the City as additional insured shall apply as primary insurance and other insurance issued to the City shall apply as excess and noncontributing insurance. A waiver of subrogation in favor of the City shall be provided for each policy. The Company shall include as insureds all subcontractors, if any, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

F. Payment of Insurance Proceeds. All insurance policies obtained pursuant to Section 8.02.A & D hereof shall provide for payment of the proceeds to the City and the Company, as their respective interests may appear.

G. Continued Obligation to Pay Rentals. No loss or damage, regardless of whether it is wholly or partially insured, shall in any way relieve the Company of its obligation to make payments as provided in Section 5 hereof.

H. Limitations as to Policies. The insurance policy, or policies, and certificates of insurance evidencing the existence thereof required by Section 8.02 hereof shall insure

the Company's agreement to indemnify the City as set forth in the indemnification provisions hereof; provided, however, that the City, in the sole discretion of the Manager, may permit the Company to self insure for all or a portion of the insurance otherwise required by Section 8.02 hereof with the exception of the insurance referenced in paragraph 8.02.04. The City shall not be a named insured of any insurance required by Section 8.02 hereof. All such certificates of insurance, and all certificates of self insurance permitted by the City shall be delivered by the Company to the Manager. The Company shall deliver to the Manager any renewal certificates for such insurance at least 15 days prior to the expiration of any such policies. The City agrees to treat such, certificates of insurance or certificates of self insurance as confidential information.

I. Failure of Company to Provide Insurance. If at any time the Company shall fail or neglect to insure the Facilities, as aforesaid, or to deliver such policies or certificates as aforesaid, the City may affect such insurance by obtaining policies issued by companies satisfactory to the City. The amount of the premium or premiums paid for such insurance by the City shall be payable by the Company to the City with the installment of Ground Rent thereafter next due under the terms of this Facilities Lease, with interest thereon at the rate of 18% per annum from the date of payment of such premium or premiums by the City to the date of such reimbursement by the Company. The City shall not be limited in the proof of any damage which the City may claim against the Company arising out of or by reason of the Company's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by the Company and which would have been payable upon such insurance, but the City shall also be entitled to recover as damages for such breach the uninsured amount of any loss, damages, cost and expenses of suit suffered or incurred by reason of damage to, or destruction of, or liability appertaining to, the Facilities occurring during any period when the Company shall have failed or neglected to provide insurance as aforesaid.

J. Notification of Loss and Compliance with Policies. The Company shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by the Company, and the Company shall promptly notify the City of any claim or loss under such insurance policies. The City shall not be under any obligation to prosecute, settle or adjust any claim which may accrue under any policy of insurance required herein lodged with the City, or to give any notice to the insurance company, except in regard to liability insurance, but the City shall give notice in all cases to the Company as provided in Section 8.01 hereof.

8.03 PERFORMANCE BOND. Upon execution of this Facilities Lease, the Company shall deliver to the Manager and maintain in effect at all times throughout the Term a valid corporate performance bond or such other acceptable surety as first approved in writing by the City, in an amount equal to three (3) months of Ground Rentals and Facilities Rentals, which amount is subject to increase by the Manager, should the Manager deem the amount insufficient because the Company is or has been in arrears on payments or has violated other terms of this Facilities Lease. The City agrees to accept a single bond to secure the Company's performance bond obligations under this Facilities Lease entered into by the City and the Company. Such bond shall be payable without condition to the City and guarantee to the City full and faithful performance of all of the

terms and provisions of this Facilities Lease by the Company, as said Lease may be amended, supplemented or extended.

8.04 NO PERSONAL LIABILITY. No director, officer or employee or other agent of either party hereto shall be held personally liable under or in connection with this Facilities Lease or because of its execution or attempted execution.

8.05 TAXES, LICENSES, LIENS AND FEES.

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

B. In the event that any taxes, assessments, payments in lieu of taxes or other charges are levied on the City with respect to any amount to be paid hereunder, the Company agrees to pay a prorated portion of the same promptly and to hold the City harmless therefrom. In the event the Company shall pay any such tax, assessment or other charge, the Company shall be subrogated to the City's right, if any, to contest the validity of the levy of such tax, assessment or other charge and shall be entitled to recovery from the parties to whom the same was paid, as compensatory damages, of an amount up to the amount of such tax, assessment or other charge so paid by the Company plus, to the extent permitted by law, the amount of legal fees incurred in connection with such contest.

C. The Company shall have the right on giving the City prior notice to contest any such mechanic's, materialman's or any other lien or encumbrance; and the Company shall not, pending the termination of such contest, be obligated to pay, remove or otherwise discharge such lien or claim, provided, however, that the contest, in the judgment of the City, will not affect the possession, use or control of the Facilities. The Company agrees to indemnify and save harmless the City, its City Council and its officers, employees and other agents and representatives from any loss as a result of the Company's action as aforesaid.

D. If the Company shall in good faith proceed to contest any general tax, assessment, excise, license fee, permit fee, or other public charge or the validity thereof by proper legal proceedings which shall operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such taxes, assessments, excises, fees, or other public charges, the Company shall not be required to pay, discharge or remove any such tax, assessment, excise, fee, or other public charge so long as such proceeding is pending and undisposed of; provided, however, that the Company, not less than five days before any such tax, assessment, excise, fee, or other public charge shall become delinquent, shall give notice to the City of the Company's intention to contest its validity and provided further that the nonpayment, in the judgment of the City, will not affect the possession, use, or control of the Lease Premises. If such notice is so given by the Company to the City and such contest is conducted in good faith by the Company, the City shall not, pending the termination of such legal proceedings, pay, remove or discharge such tax, assessment, excise, fee or other public charge. The Company agrees to indemnify and save harmless the City, its City Council and its officers, employees and other agents and representatives from any loss as a result of the Company's action as aforesaid.

SECTION 9 DEFAULT AND REMEDIES

9.01 EVENTS OF DEFAULT DEFINED. The Company shall be in default under this Facilities Lease if the Company:

- A. Fails to pay when due any Ground or Facilities Rentals or Fees required to be paid under Section 5 hereof;
- B. Materially breaches any of its representations or warranties made in this Facilities Lease, fails to make any payment required to be made by it hereunder or fails to observe and perform any of its covenants, conditions or agreements made on its part to be observed or performed hereunder, other than a breach, failure to pay or failure to observe and perform referred to in subsection (a) of this Section 9.01, for a period of 30 days after written notice specifying such breach, failure to pay or failure to observe and perform and requesting that it be remedied, given to the Company by the City, unless (i) the City shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach, failure to pay or failure to observe and perform be such that it can be corrected but cannot be corrected within the applicable period, corrective action is instituted by the Company within the applicable period and is being diligently pursued;
- C. Dissolves or liquidates the Company, or files a voluntary petition in bankruptcy; or causes entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, against the Company; or the filing of a petition or answer proposing the entry of an order for relief against the Company under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or proposing the reorganization, arrangement or debt readjustment of the

Company under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within 90 days after the filing thereof; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of the Company) of all or a substantial part of the property of the Company, and the failure of such a custodian to be discharged within 90 days after such appointment; or the taking by such a custodian of possession of the Company or a substantial part of its property and the failure of such taking to be discharged within 90 days after such taking; or the Company's consent to or acquiescence in such appointment or taking; or assignment by the Company for the benefit of its creditors; or the entry by the Company into an agreement of composition with its creditors. The term "dissolution or liquidation of the Company," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Company resulting from a merger or consolidation of the Company into or with another corporation or a dissolution or liquidation of the Company following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 11.02 hereof;

D. Abandons, surrenders or vacates the Facilities or ceases to operate the concession; or

E. Is in default under the Concession Agreement.

The foregoing provisions of Section 9.01.B are subject to the following limitations: If by reason of Force Majeure the Company is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of the Company contained in Section 8.01 hereof, or to make payments required hereunder, the Company shall not be deemed in default during the continuance of such inability. The Company agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Company and the Company shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of the opposing party or parties when such course is in the sole judgment of the Company unfavorable to the Company.

9.02 REMEDIES ON DEFAULT. Whenever any default referred to in Section 9.01 hereof shall have occurred and be continuing, the City shall have the right to exercise any one or more of the following remedies:

A. The City may terminate this Facilities Lease, effective at such time as may be specified by written notice to the Company, and demand and (if such demand is refused) recover possession of the Lease Premises from the Company;

B. The Company shall remain liable to the City for damages in an amount equal to the Ground Rentals and Facilities Rentals payable pursuant to Section

5.01 hereof, respectively, and other sums which would have been owing by the Company hereunder for the balance of the Term, had this Facilities Lease not been terminated, less the net proceeds, if any, of any reletting of the Lease Premises by the City subsequent to such termination, after deducting all of the City's reasonable expenses in connection with such recovery of possession or reletting;

- C. The City shall be entitled to collect and receive such damages from the Company on the days on which the Ground Rentals and Facilities Rentals payable pursuant to Section 5.02 hereof would have been payable if this Facilities Lease had not been terminated. Alternatively, at the option of the City, the City shall be entitled to recover forthwith from the Company, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of termination of this Facilities Lease, represents the excess, if any, of (a) the aggregate of the Ground Rentals and Facilities Rentals payable pursuant to Section 5.02 hereof and all other sums payable by the Company hereunder that would have accrued for the balance of the Lease Term, over (b) the aggregate rental value of the Ground for the balance of the Term of the Lease, and the aggregate rental value of the Facilities for the balance of the Term of this Facilities Lease;
- D. The City may reenter and take possession of the Lease Premises or any part thereof, without demand or notice, and repossess the same and expel the Company and any party claiming by, under or through the Company and remove the effects of both using such force for such purposes as may be necessary, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Lease Premises by the City shall be construed as an election by the City to terminate this Facilities Lease unless a written notice of such intention is given to the Company. No notice from the City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by the City to terminate this Facilities Lease unless such notice specifically so states. The City reserves the right, following any reentry or reletting, to exercise its right to terminate this Facilities Lease by giving the Company such written notice, in which event the Facilities Lease will terminate as specified in said notice. After recovering possession of the Lease Premises, the City may, from time to time, but shall not be obligated to, relet the Lease Premises, or any part thereof, for such term or terms and on such conditions and upon such other terms as the City, in its sole discretion, may determine. The City may make such repairs, alterations or improvements as the City may consider appropriate to accomplish such reletting, and the Company shall reimburse the City upon demand for all costs and expenses, including attorneys' fees, which the City may incur in connection with such reletting. The City may collect and receive the rents for such reletting, but the City shall in no way be responsible or liable for any failure to relet the Lease Premises, or any part thereof, or for any failure to collect any rent due upon

such reletting. Notwithstanding the City's recovery of possession of the Lease Premises, the Company shall continue to pay on the dates herein specified, the rental payments payable under Section 5 hereof and other amounts which would be payable hereunder if such repossession had not occurred. Upon the expiration or earlier termination of this Facilities Lease, the City shall refund to the Company any amount, without interest, by which the amounts paid by the Company, when added to the net amount, if any, recovered by the City through any reletting of the Ground and the Facilities, exceeds the amounts payable as Ground Rentals and Facilities Rentals, if any, by the Company under this Facilities Lease. If, in connection with any reletting, the new lease term extends beyond the existing term, or the premises covered thereby include other premises not part of the Lease Premises, a fair apportionment of the rent received from such reletting of the Lease Premises and the expenses incurred in connection therewith will be made in determining the net amount recovered from such reletting;

- E. The City may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Facilities Lease;
- F. To the extent that any event of default referred to in Section 9.01 hereof shall have resulted from the failure on the part of the Company to observe or perform any covenant, condition or agreement on its part to be observed or performed pursuant to the provisions of this Facilities Lease relating to amounts payable to the City, the City shall be entitled in its own name and for its own account, to the exclusion of or in addition to any exercise by the City of any other remedy provided for in this Facilities Lease or now or hereafter existing at law or in equity or by statute, to institute such action against the Company as the City may deem necessary to compel performance or observance of such covenant, condition or agreement or to recover damages for the Company's nonperformance or nonobservance of the same; and
- G. No action taken pursuant to this Section shall relieve the Company from the Company's obligations to make any payments required to be made by it hereunder.

9.03 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any right or power or shall be construed to be a waiver thereof, but any right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Section 9, it shall

not be necessary to give any notice, other than such notice as may be herein expressly required.

9.04 AGREEMENT TO PAY FEES AND EXPENSES OF COUNSEL. In the event the Company should default under any of the provisions of this Facilities Lease and the City should employ Counsel or incur other expenses for the collection of the amounts due hereunder or the enforcement or performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the City or, if so directed by the City, to the Counsel for the City, the reasonable fees of such Counsel and such other expenses so incurred by or on behalf of the City.

9.05 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless it is in writing and signed by the party making the waiver.

9.06 ACTION OR INACTION BY CITY. Notwithstanding anything in this Facilities Lease to the contrary, the City shall not be required to take or refrain from taking any action under Section 9.02 hereof (except the giving of the written notice declaring the Facilities Lease to be in default pursuant to the terms thereof) which shall require the City to expend or risk its own funds or otherwise incur any financial liability.

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

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

SECTION 10 DAMAGE, DESTRUCTION OR LOSS

10.01 DAMAGE OR DESTRUCTION AND RESTORATION. In case of damage or loss of all or any portion of the Lease Premises, the Company will give prompt notice thereof to the City; and, except as otherwise hereinafter provided in Section 10.02, the Company shall promptly commence and complete, or cause the prompt commencement and completion, with due diligence (subject to delays beyond its control), the restoration of the Lease Premises as nearly as reasonably practicable to the value and condition thereof

immediately prior to such damage or destruction (with alterations at the Company's election, pursuant to Section 6 hereof) or, with the consent of the City, the replacement of the Lease Premises, in whole or in part, with other facilities permitted by the General Airport Bond Ordinance. In the event of such damage or destruction, the Company shall be entitled to use or receive reimbursement from the proceeds of all property insurance policy or policies for the Lease Premises and shall be obligated to provide any additional moneys necessary for such restoration, except as otherwise provided in Section 10.02 hereof.

10.02 COMPANY'S ELECTION NOT TO RESTORE DAMAGED PROPERTY. In the case of the damage or destruction of all or any part of the Lease Premises to such extent that, in the reasonable opinion of the Company, the repair or replacement thereof would not be economical, the Company, within 120 days thereafter, may elect not to restore or replace the Lease Premises as provided in Section 10.01. Within 180 days after the Company elects not to restore or replace the Lease Premises as provided in Section 10.01 hereof, the City may raze the Lease Premises and may restore the related portion of the Lease Premises at the Company's expense as nearly as reasonably practicable to the value and condition thereof immediately prior to the commencement of the acquisition and construction of the Lease Premises, and the Company shall be obligated to reimburse the City for the costs of such restoration, except to the extent any proceeds of insurance are available to defray such restoration costs. There shall not be included in the computation of said 180-day period any periods during which it is impracticable for the City to proceed with such restoration because of war, strike or other reason beyond the control of the City.

10.03 CITY'S RETENTION OF EXCESS INSURANCE PROCEEDS. In the event there remain any insurance proceeds in excess of the cost of the restoration of the Lease Premises pursuant to Section 10.01 hereof and/or to raze the Lease Premises and restore the related portion of the Lease Premises pursuant to Section 10.02 hereof, the City shall deposit in the Revenue Fund under the General Airport Bond Ordinance such excess insurance proceeds.

10.04 LOSS OR DAMAGE TO PROPERTY. The City shall not be liable for any loss of property by theft or burglary from the Airport or for any damage to person or property on the Airport resulting from electric lighting or water, rain or snow, which may come into or issue or flow from any part of the Airport or Airport Site, or from the pipes thereof, or that may be caused by the City's employees or any other cause, and the Company agrees to make no claim for any such loss or damage at any time.

10.05 CONDEMNATION. The term "Taking," as used in this Section 10.05, shall mean the taking of all or any portion of the Lease Premises as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or the sale of all or part of the Lease Premises under the threat of condemnation. The term "Substantial Taking," as used in this Section 10.05, shall mean a Taking of so much of the Lease Premises that, in the judgment of the Company, the Lease Premises cannot thereafter be reasonably used by the Company for carrying on, at substantially the same level or scope, the business theretofore conducted by the Company on the Lease Premises. The term "Insubstantial Taking," as used in this Section 10.05, shall mean a Taking such that, in the judgment of the Company, the Lease Premises can thereafter continue to be used by the Company for

carrying on, at substantially the same level or scope, the business theretofore conducted by the Company on the Lease Premises.

In the case of a Substantial Taking of the Lease Premises, except as otherwise hereinafter provided in this Section 10.05, the Company shall promptly commence and complete, or cause the prompt commencement and completion, with due diligence (subject to delays beyond its control), the restoration or replacement of the Lease Premises as nearly as reasonably practicable to the value and condition thereof immediately prior to such Substantial Taking or, with the consent of the City, other property permitted by the General Airport Bond Ordinance. In the event that the Company shall elect to restore or replace the Lease Premises, the Company shall be entitled to use or receive reimbursement from the proceeds of condemnation awards attributable to the Taking of the Lease Premises and shall be obligated to provide any additional moneys necessary for such restoration or replacement.

In the event of an Insubstantial Taking of the Lease Premises, this Facilities Lease shall continue in full force and effect, the Company shall proceed forthwith to cause the Lease Premises to be restored as nearly as practicable to the condition thereof immediately prior to such Insubstantial Taking and there shall be no abatement of rentals payable under Section 5 hereof except as otherwise provided in this Section 10.05.

The total award, compensation, damages or consideration received or receivable as a result of a Taking (the "Award") shall be paid to and be held by the City for the purposes as provided herein, whether the Award shall be made as compensation for diminution of the value of the leasehold or the fee of the Lease Premises or otherwise, and the Company hereby assigns to City all of the Company's right, title and interest in and to any such Award. The Company covenants and agrees to execute, immediately upon demand by the City, such documents as may be necessary to facilitate collection by the City of any such Award. In the event of a Taking, the Ground Rentals and Facilities Rentals shall be abated and proportionately reduced in the ratio which the area of the Lease Premises which is taken bears to the entire area of the Lease Premises immediately prior to such Taking.

SECTION 11 MISCELLANEOUS PROVISIONS

11.01 ADVERTISING AND PUBLIC DISPLAYS. The Company shall not install or have installed or allow to be installed upon or within the Lease Premises, without the prior written approval of the Manager or her authorized representative, any sign, either lighted or unlighted, poster, or other display of advertising media, including material supplied by manufacturers of merchandise offered for sale, as well as other types of display specified in the DIA Design Standards. Permission will not be granted for any advertising which fails to comply with DIA Design Standards or DIA Tenant Development Guidelines, or any advertising material, fixture or equipment which extends beyond the Lease Premises. Subject to such limitations and prior approval by the Manager, the Company may paint or erect such sign or signs reasonably necessary to identify the Company or the Facilities or both.

11.02 COMPANY TO MAINTAIN ITS CORPORATE EXISTENCE. The Company agrees that during the term of this Facilities Lease it will maintain in good standing its corporate existence, will remain duly qualified to do business in the State, will

not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another corporation; provided, however, that the Company may, without violating the agreement contained in this Section 11.02, consolidate with or merge into another corporation either incorporated and existing under the laws of the State or qualified to do business in the State as a foreign corporation, or sell or otherwise transfer to another such corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided (i) the resulting, surviving or transferee corporation, as the case may be, is not "insolvent" within the meaning of the Colorado Uniform Commercial Code, (ii) the resulting, surviving or transferee corporation has not ceased to pay its debts in the ordinary course of business, can pay its debts as they become due, and is not insolvent within the meaning of the federal bankruptcy law, and (iii) the resulting, surviving, or transferee corporation irrevocably and unconditionally assumes in writing and agrees to perform by means of an instrument which is delivered to the Manager, all of the obligations of the Company herein.

11.03 ASSIGNMENTS AND SUBLEASES BY COMPANY. Except as otherwise provided in Section 11.02 hereof, the Company shall not assign or otherwise transfer its interest in this Facilities Lease, in whole or in part, or any right or leasehold interest or interests granted to it by this Facilities Lease or sublet or otherwise transfer any interest in or to the Lease Premises without the prior written consent of the Manager in her sole discretion.

11.04 AGREEMENT MADE IN COLORADO. This Facilities Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado.

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

11.06 BOND ORDINANCES. This Facilities Lease is in all respects subject and subordinate to any and all of the City bond ordinances applicable to the Airport and airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances.

11.07 FORCE MAJEURE. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Facilities Lease due to causes which were not reasonably foreseeable and 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, but in no event shall this paragraph be construed so as to allow the Company to reduce or abate its obligation to pay the rent herein.

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

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

11.10 INDEPENDENT CONTRACTOR. The Company shall at all times have the status of an independent contractor and not an agent or employee of the City.

11.11 NOTICES. All notices required to be given to the City or the Company hereunder shall be in writing and sent by certified mail, return receipt requested, to:

If to the City:

Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340
Attention: Manager of Aviation

and

Airport Property Office
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80248-6340
Attention: Assistant Deputy Manager

If to the Company:

DTG Operations, Inc.
24890 E. 78th Avenue
Denver, Colorado 80249
Attention: Jackie Agan

And

DTG Operations, Inc.
225 Brae Boulevard
Park Ridge, NJ 07656
Attn: Vice-Pres., Real Estate & Concessions

The City and the Company may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. No notice need be given to any party listed in this Section 11.11 if such party is no longer a party to the transactions contemplated by this Facilities Lease.

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

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

11.14 SECURITY. The Company shall cause its officers, contractors, agents, and employees to comply with any and all existing and future security regulations adopted by the City pursuant to regulations of the Federal Aviation Administration or the Transportation Security Administration.

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

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

11.17 SALE OF FOOD AND BEVERAGES. The Company shall not sell or permit the sale of food, food products, or beverages, both alcoholic and non-alcoholic, upon the Lease Premises except by a concessionaire to whom the City has granted the right to provide such services on the Lease Premises.

11.18 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS. The Company, 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. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Company from City facilities or participating in City operations.

11.19 CITY SMOKING POLICY. The Company agrees that it will prohibit smoking by its employees and the public in the Lease Premises. The Company further agrees not to sell or advertise tobacco products. The Company and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order 99 dated December 1, 1993, Executive Order No. 134 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.*

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

11.21 PREVIOUS AGREEMENTS. It is expressly understood that the terms and provisions of this Facilities Lease shall in no way affect or impair the terms, obligations or conditions of any existing or prior agreement between the Company and the City.

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

11.23 EXECUTION AND FINAL APPROVAL. This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver. This Agreement may be signed electronically by either party in the manner specified by the City.

**END OF AGREEMENT
SIGNATURE PAGES AND EXHIBITS FOLLOW**

APPENDIX NO. 1
STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

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

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Company for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Company for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Company shall use the premises in compliance with all other requirements imposed by

or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. **NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES**

The Company assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201415630-00

Contractor Name: DTG Operations, Inc.

By: Michael E. Holdgrafer

Name: Michael E. Holdgrafer
(please print)



Title: Vice President, Real Estate and Concessions
(please print)

ATTEST: [if required]

By: Al-Lynn Symmons

Name: Al-Lynn Symmons
(please print)

Title: Assistant Secretary
(please print)



EXHIBIT A

DESCRIPTION OF CAR RENTAL FACILITIES – DENVER INTERNATIONAL AIRPORT

The Company accepts the below-described facilities, systems, equipment, all site conditions, and other property located on the Lease Premises in an “as is” condition and shall be responsible for maintenance, care, and any necessary replacement of same in accordance with Airport standards and as provided in Sections 6 and 7:

ADMINISTRATIVE OFFICES/CHECK-IN/CAR WASH/MAINTENANCE BUILDING

Administrative offices, support space, public restrooms, lobby and reception areas, check-in counter, mechanical services, electrical systems, plumbing systems, life safety systems, vehicle maintenance bay(s), hydraulic lift equipment, car wash bay(s), chemical solvent storage areas, signage and graphics, and security systems.

SITE WORK

Pavement sections, roads, fencing, security guard posts, traffic control devices, lighting, traffic aisles, pavement striping, ready car lot paving, return car lot paving, employee/visitor lots, exit booths and all utilities including storm sewer, sanitary sewer, water, gas, electrical.

IT SYSTEMS AND EQUIPMENT

Telephone, computer, and telecommunications utilities and equipment necessary to the Company's operations.

VEHICLE FUEL DISPENSING SYSTEMS

Fuel dispensers, vapor recovery systems, fuel storage tanks and related piping, cathodic protection system, and required fuel leak monitoring and emergency shut-off valves.

UPS EQUIPMENT

Uninterruptable Power Supply (UPS) equipment essential to the Company's operations.

CAR WASH EQUIPMENT

Water reclaim car wash system and related equipment, water storage tanks, sand-oil separators, chemical solvent storage tanks.

VACUUM SYSTEM

Vacuums, pylons, air compressors, associated piping, electrical feeds, and subsoil pressure lines.

ELECTRICAL

Electrical distribution wiring, transformers, meters, outlets, power conditioner devices, and monitored circuit breakers.

MISCELLANEOUS BUILDING ACCESSORIES

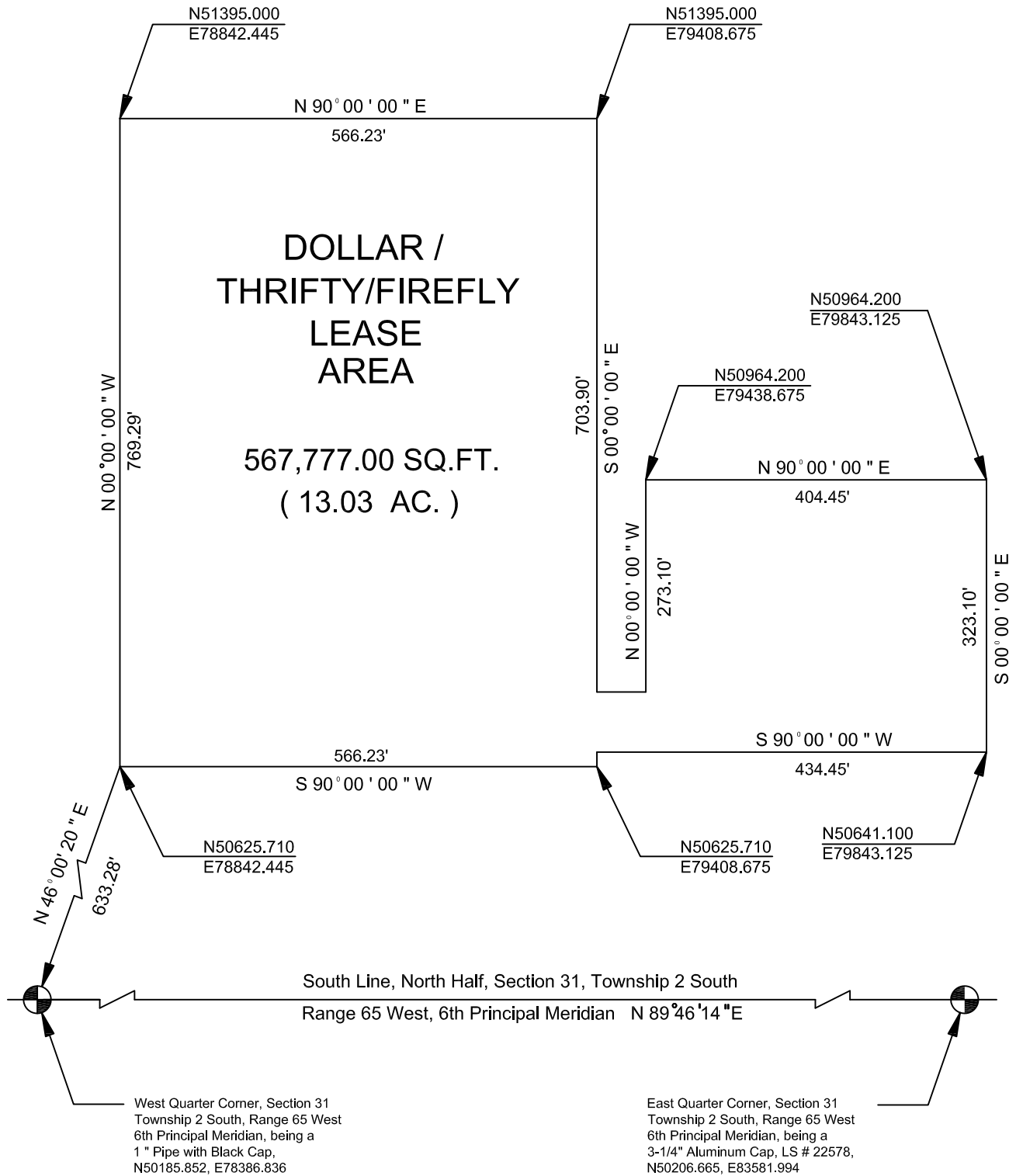
Miscellaneous building accessories including attached storage sheds, queuing ropes, and stanchions.

OFF-SITE STORMWATER DETENTION BASIN/LANDSCAPING EASEMENTS

Off-site detention basin, landscaping, irrigation systems, and pavement areas as noted on Exhibit K hereto.

DOLLAR /
THRIFTY/FIREFLY
LEASE
AREA

567,777.00 SQ.FT.
(13.03 AC.)



The Basis of Bearings and Survey Coordinate System values are taken from the Denver International Airport (DIA) grid central map.

EXHIBIT D

ENVIRONMENTAL REQUIREMENTS

1. General Requirements. The Company, in conducting any activity on the Lease Premises, including any environmental response or remedial activities, shall comply with all applicable local, state, or federal environmental rules, regulations, statutes, laws or orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes and regarding releases or threatened releases of Hazardous Materials or Special Wastes to the environment. For purposes of this Special Facilities Lease, the terms "Hazardous Materials" and "Special Wastes" shall refer to those materials including, without limitation, asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, radioactive source material, special nuclear material, and byproduct materials regulated or hereafter regulated under the Atomic Energy Act (42 U.S.C. Sec. 2011 et seq. (1990)), pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act (17 U.S.C. Sec. 136 et seq. (1990)), and any hazardous waste, toxic substance or related material including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute, rule or regulation, as amended in each case.

The Company agrees to ensure that the Facilities are designed, constructed, operated and maintained in a manner that minimizes environmental impact through appropriate preventive measures and complies with all federal, state and local environmental requirements. The Company agrees to evaluate methods to reduce the generation and disposal of waste materials.

The Company shall financially reimburse the City for penalties incurred by the City as a result of the release by the Company of any pollutant or contaminant from the Lease Premises and other areas made available for the use of the Company under the Special Facilities Lease, except to the extent caused by an act or omission of the City, its design engineers, contractors, employees or agents. The Company shall have the right to contest any such penalty but any such contest shall not relieve the Company from the requirement to reimburse the City for such penalties.

The Company shall conduct all necessary environmental monitoring pertaining to Company construction, operation, and maintenance activities to ensure compliance with standards set by appropriate environmental laws, codes, regulations, ordinances and permits. Records of measurements shall be retained and available for inspection. The Company is required to release any collected environmental data upon request from the City.

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

In the case of a release, spill, or leak as a result of Company construction, operation and maintenance activities, the Company shall immediately control and remediate the contaminated media to applicable federal, state and local standards.

Pollutants or contaminants may not be released by the Company into the groundwater exceeding uncontaminated background conditions.

2. Review of Environmental Documents. The Company, at the request of the City, shall make available for inspection and copying at the City's expense, upon reasonable notice and at reasonable times, any or all of the documents and materials that the Company has prepared pursuant to any Environmental Requirement or submitted to any governmental agency. If there is an Environmental Requirement to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Lease Premises, the Company shall provide a copy of such report or notice to the City.

3. Access for Environmental Inspection. The City shall have a right of access to the Lease Premises and to any of the improvements thereon without prior notice to inspect the same to confirm that the Company is using the Lease Premises in accordance with the Environmental Requirements. The Company, at the request of the City, shall conduct such testing and analysis as is reasonably necessary to ascertain whether the Company is using the Lease Premises in compliance with all Environmental Requirements. Any such tests shall be conducted by qualified independent experts chosen by the Company and subject to the reasonable approval of the City. Copies of reports from any such testing shall be provided to the City.

4. Correction of Environmental Non-Compliance. If the Company fails to comply with any applicable Environmental Requirement, the City, in addition to its rights and remedies described elsewhere in this Special Facilities Lease, at its election, may enter the Lease Premises and take such measures as may be necessary to ensure compliance with the Environmental Requirements, all at the Company's expense.

5. Duty to Notify City. In the event of a release or threatened release of Hazardous Materials or Special Wastes to the environment relating to or arising out of the Company's use or occupancy of the Lease Premises, or in the event any claim, demand, action or notice is made against the Company with regard to the Company's failure or alleged failure to comply with any Environmental Requirements, the Company immediately shall notify the City in writing and shall provide the City with copies of any written claims, demands, notices or actions so made.

6. Environmental Remediation. The Company shall undertake any action as is necessary to remedy or remove any Hazardous Materials and Special Wastes and any other environmental contamination discovered on or under the Lease Premises and introduced by or

caused by the Company, as is necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Lease Premises into compliance with all applicable Environmental Requirements in effect as of the date thereof.

The work shall be performed at the Company's expense after the Company submits to the City and any appropriate state and federal agencies a written plan for completing such work and receive the prior written approval of the City and such other state and federal agencies. The City shall have the right to review and inspect all such work at any time using consultants and representatives of the City's choice. Specific cleanup levels for any environmental remediation work shall be designed to comply with applicable requirements under local, state and federal statutes, regulations and guidelines. In the event that the City is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Lease Premises, the Company shall indemnify the City for any costs, damages or fines that might be found against the City, as occasioned by the Company's use of the Lease Premises.

7. Environmental Requirements for Construction. Throughout the construction activities for the Lease Premises, the Company is responsible for complying with all of the requirements under Denver International Airport Technical Specifications Section 01566, Environmental Controls and Denver International Airport Technical Specifications Section 01563, Temporary Erosion and Sedimentation Control.

(a) Air Pollution. All activities associated with the construction of the Facilities shall be performed under the City's fugitive dust permit for the site. The Company is responsible for complying with the terms of the Denver International Airport permit. Fugitive dust mitigation measures specified in the Airport permit are based on requirements cited in Regulation No. 1, Colorado Department of Health (CDH) Air Quality Control Division.

In order to comply with the above-referenced permit requirements, the Company shall implement the procedures and techniques identified in subsection 3.01 of Denver International Airport Technical Specifications Section 01566.

(b) Water Pollution Controls. The Company shall comply with the environmental specifications identified in subsection 3.02 of Denver international Airport Technical Specifications Section 01566.

(c) Soil Erosion and Sedimentation Control. The Company's contractor shall submit a drawing and specifications for City review and approval pertaining to proposed measures to control soil erosion and sedimentation during construction. The plan shall comply with Denver International Airport Technical Specifications Section 01563 -Temporary Erosion and Sedimentation Control. These specifications address topsoil stripping, soil stockpiling, runoff control, sedimentation (traps), air and water pollution,

maintenance and inspection. The Company shall implement "best management practices" in preventing soil erosion and controlling sedimentation.

(d) Solid and Hazardous Waste Controls. This subsection applies to solid and hazardous waste. Solid waste is defined as all putrescible and non-putrescible solid, semi-solid and liquid wastes, but does not include hazardous waste. The Company is responsible to minimize the amount of solid and hazardous waste generated during construction activities. An attempt should be made to recycle generated waste. The Company is responsible for the safe disposal of all solid and hazardous waste and shall dispose of such waste in accordance with all applicable laws, regulations and ordinances.

The Company is responsible for complying with the solid and hazardous waste control requirements listed in subsection 3.04 of Denver International Airport Technical specifications Section 01566 and Denver International Airport Hazardous Waste Management Plan.

The Company shall submit a hazardous material and waste management plan that contains the items listed in subsection 3.04 H, Denver International Airport Technical Specifications Section 01566.

The Company shall minimize the land disposal of construction waste to the maximum extent practicable. Activities under this provision include the recycling of rebar, concrete, oil, asphalt and drywall.

(e) Noise and Vibration Control. The Company agrees to comply with noise and vibration control requirements listed in subsections 3.05 and 3.06 of Denver International Airport Technical Specifications Section 01566.

8. Environmental Requirements for Operation and Maintenance.

(a) Vehicle Maintenance and Fueling. All underground storage tanks, pipelines and any other underground metallic structures installed in or upon the Lease Premises shall be integrated into the Airport area-wide cathodic protection system and shall comply with the Airport design standards for such system. Airport Environmental Office officials shall be notified of any removal, addition, or modification of underground tanks, piping and other metallic structures.

Wastewater from maintenance activities shall be pretreated with sand, oil and grease interceptor traps.

The Company shall be responsible for all containment, recycling, treatment and disposal of all fuel spills, chemical solvent spills, and ethylene glycol spills associated with

the Company's operations using best management practices. The Company shall make all best efforts to reuse or recycle recovered product. A spill prevention containment and control plan shall be prepared and submitted according to federal and state requirements.

Fuel storage tanks shall be installed according to appropriate federal, state and Denver Fire Department requirements, underground within an open concrete vault to allow for tank inspection. Underground storage tanks shall comply with EPA regulations cited in 40 CFR Part 280, the Uniform Fire Code and the City's Joint Memorandum of Understanding dated July 17, 1993.

(b) Water Conservation. The Company agrees to consider the use of reclaimed water for compatible water use activities including watering of exterior landscaping. The Company shall connect to the Airport's reclaimed non-potable water system within 60 days of availability of the reclaimed water in the event it decides to make use of such water.

The Company shall comply with the City's Ordinance 196, as amended on March 18, 1991 (amendments to the City Uniform Public Code related to water conservation fixtures).

(c) Air Emission Controls. The Company is responsible for complying with the air quality control regulations of the City and County of Denver Health Department, the Air Pollution Control Division of the Colorado Department of Health, and the federal Clean Air Act as administered by the U.S. EPA. The Company shall complete an Application for Air Pollution Emission Permit and an Air Pollution Emission Notice (APEN) for submittal to the City upon completion of preliminary design activities and prior to the emission of any pollutants. The APEN will identify the Company's sources of air pollution, types of pollution estimated volumes of emissions, and emission control practices. The Company shall implement all air emission controls as deemed necessary for the City to maintain compliance with the Airport air emissions permit. The Company shall be held legally responsible for any activities that cause the City to violate the condition of the Airport air emissions permit. In addition to its responsibilities under the Airport air emissions permit, the Company may be required to obtain individual air quality control permits related to specific activities from Air Pollution Control Division of the City.

The Company shall consider the adoption of employee travel reduction measures including the use of flexible work schedules, compressed work weeks, telecommuting and incentive to promote mass transit (i.e. bus passes, car or van pools) in order to reduce air pollution.

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

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

(e) Pollution Prevention/Waste Minimization. Within 90 days of the start of the Company's operations at the Airport, the Company shall submit for approval from the city the plans, reports, and analyses listed below. These plans shall focus on preventing pollution by reducing the source of pollution wherever feasible. For cases where the generation of waste cannot be prevented, recycling of wastes into a renewable resource shall be considered. In the absence of feasible prevention or recycling opportunities, pollution shall be treated; disposal or releases into the environment must be used as a last resort.

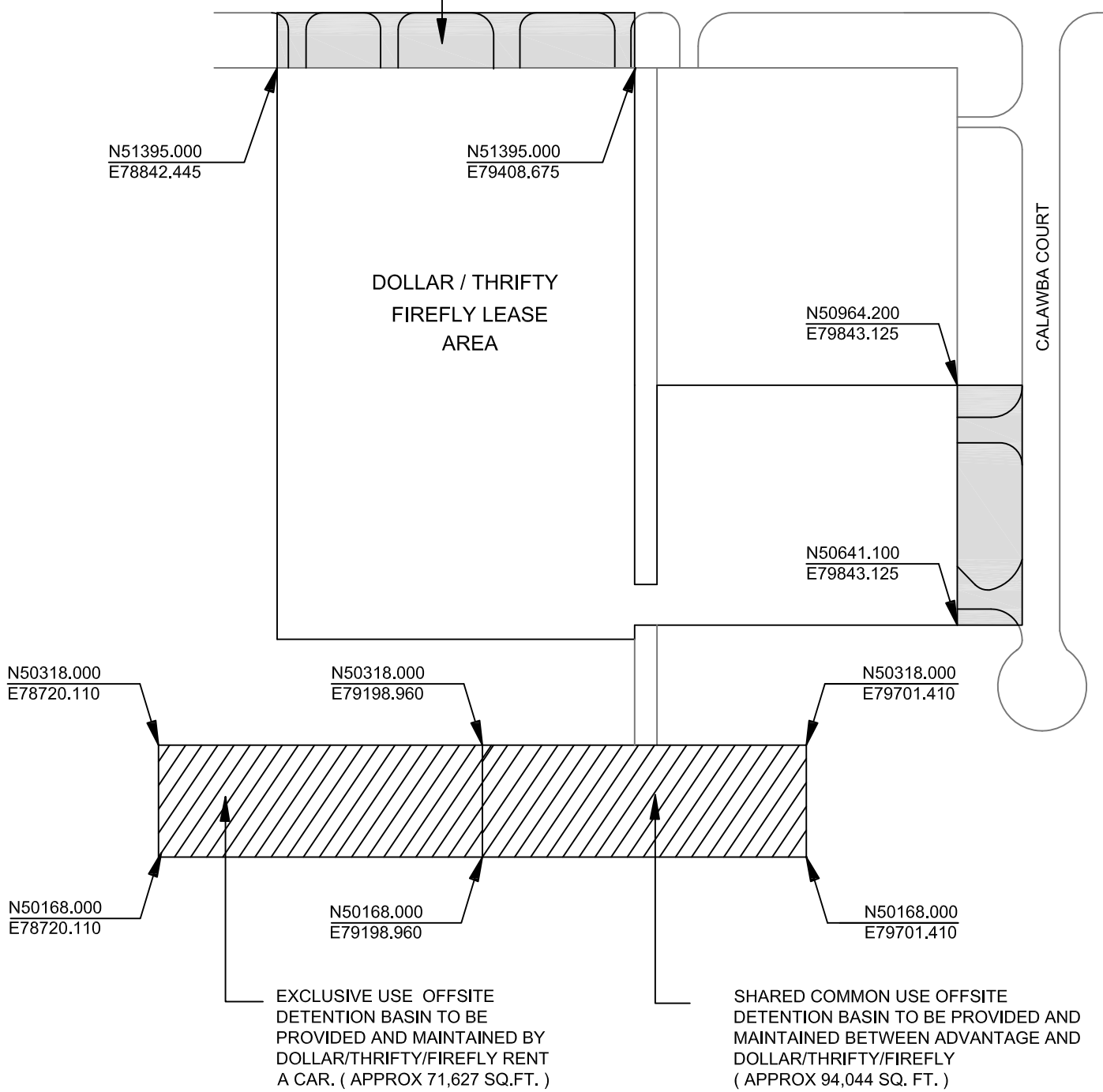
(i) Water Use Plan. The Company shall prepare and submit to the City a water conservation plan. This plan shall identify: (1) all water use activities associated with Company activities; (2) estimated water used for each activity and (3) proposed water conservation measures. The plan shall identify all areas where the use of reclaimed water is compatible with Company operations. The plan shall also verify the installation of drought resistant landscape by a certified landscape architect.

(ii) Energy Conservation Plan. The Company shall prepare and submit to the City an energy conservation plan. This plan shall identify: (1) all energy use activities, (2) estimated energy consumption for each activity and (3) proposed energy conservation measures. The Company shall use its best efforts to comply with ASHRAE 90.1 or equivalent energy conservation design standards.

(iii) Hazardous Waste Minimization Plan. The Company shall prepare and submit to the City a hazardous waste minimization plan. The plan shall: (1) identify all hazardous waste stored or used during Company operations, (2) estimate the quantities used or stored for each compound, (3) provide justification for the use of the chemical, (4) identify proposed waste minimization activities, and (5) specify a treatment or disposal method.

(iv) Solid Waste Management Plan. The Company shall prepare and submit to the City a solid waste management plan detailing efforts for solid waste minimization.

Landscaping, irrigation systems and pavement sections within all shaded areas on this drawing to be provided and maintained by Dollar/Thrifty/Firefly Rent A Car per Airport Standards.



The Basis of Bearings and Survey Coordinate System values are taken from the Denver International Airport (DIA) grid central map.

EXHIBIT X

PROVISIONS FOR DESIGN AND CONSTRUCTION OF IMPROVEMENTS

GENERAL PROVISIONS

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

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

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

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

The Denver Municipal Airport System Rules and Regulations

DIA Design Standards

DIA Tenant Development Guidelines

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

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

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

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

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

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

SECTION 7: EVIDENCE OF INSURANCE. Certified copies of required insurance policies, or certificates, in the standard form required, evidencing the existence thereof, or binders, shall be delivered to the DIA Division of Planning and Development at least 15 days prior to the commencement of any design work to be performed by Tenant's consultants and any construction work for Improvements. If a binder is delivered, it shall be replaced within 30 days by a certified copy of the policy or the required certificate. Policies shall be in a form and of a company acceptable to and approved by the City, and certificates shall be on standard City and County of Denver Certificate of Insurance forms.

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

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

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

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

DESIGN PROVISIONS

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

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

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

Concession CADD Submittal Requirements: AutoCAD 2007 .dwg format CADD files that match the Tenant's hardcopy drawings must be submitted via: CD-ROM or DVD-ROM in MS-Windows format. All drawings must represent precision input and follow industry standard CADD practices. The drawings must reflect true design dimensioning and must NOT be graphic representations of the design. All site, civil and utility drawings MUST be produced using units in feet and the DIA Grid Coordinate System. The DIA project manager must approve submittal and may require adherence to the requirements set forth in DIA design standards.

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

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

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

CONSTRUCTION PROVISIONS

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

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

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

City Inspection: All construction work, materials, and installations involved in or incidental to the construction of the improvements undertaken by the Tenant throughout the term hereof shall be subject at all times to inspection and approval by the City. DIA shall at all times have the right of access to the construction site and to monitor and inspect the construction of all Improvements to insure that all Improvements are constructed and installed in compliance with approved drawings and specifications.

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

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

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

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

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

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

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

SECTION 13: MODIFICATIONS AND ALTERATIONS. Modifications and alterations to existing tenant improvements are subject to the same requirements and provisions as new tenant improvements as itemized in this Exhibit X and the Lease Agreement.

Advance Notice of Modification: The Tenant shall give or cause to be given to the City advance notice before performing any material modification to the improvements.

Expense of Alterations. Any work necessary to make any alterations, improvements, or additions to the facility throughout the term of this Agreement shall be done at the Tenant's cost and expense, in accordance with and subject to all of the required approvals, submittals, and procedures, and all other requirements of whatsoever nature, as set forth herein.

SECTION 14: AS-BUILT DOCUMENTS. Not later than 60 days after completion of all work for the Improvements, Tenant shall provide DIA two complete sets of as-built documents prepared in accordance with DIA requirements. If Tenant fails to provide as-built documents after written notice from DIA, DIA may elect to have the documents completed and charge the Tenant for the costs associated therewith. Tenant agrees that, upon the request of DIA, Tenant will inspect the Improvements jointly with DIA to verify as-built documents.