

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

**Lease No. 690EG4-21-L-00011
DEN #PLANE-202056562-00
DENC RTR& DEND RTR
Denver, CO**

The **LESSOR, CITY AND COUNTY OF DENVER** (also “CITY,” “DEN” or “AIRPORT”) leases to the **UNITED STATES OF AMERICA**, on behalf of **DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION (FAA)** hereinafter called the **GOVERNMENT**, the following described premises on the terms stated herein, including the General Provisions attached hereto.

1. LOCATION OF LEASED PREMISES: 24558 E. 75th Avenue, Denver, CO 80249

2. DESCRIPTION OF LEASED PREMISES: approximately 1400 SF of warehouse space located in the WorldPort West Warehouse Facility, Denver International Airport as further identified in Exhibit A.

3. TERM: To have and to hold for the Term beginning on November 1 2020 through September 30, 2021 inclusive, provided that adequate appropriations are available for the payment of rental.

4. TERMINATION: Both the Government and the Lessor may terminate this lease at any time by giving at least thirty (30) days written notice.. Said notice shall be computed commencing with the day after the date of mailing.

5. RENTAL: The Government shall pay the Lessor rent of \$933.00 per month in arrears. Rent for less than a month shall be prorated based on a 30-day month. All payments shall be made payable by electronic funds transfer as required by P.L. 104-134 (10 USC 3332), made payable to: County Service Area 60. Payments shall be considered paid on the day an electronic funds transfer is made.

6. SERVICES AND UTILITIES TO BE PROVIDED BY LESSOR AS PART OF THE LEASE:

-utilities (electricity)

7. HOLDOVER: If after the expiration of the lease, the Government remain on the lease premises, the Lease shall continue in full force and effect on a month-to-month basis, not to exceed the time it takes to sign a new lease, if applicable. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

8. NON-RESTORATION: It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the lease, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

9. ALTERATIONS: The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

10. NOTICES: All notices and correspondence shall be in writing, reference the lease number and be addressed to as follows:

to City: CEO of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, CO 80249-6340

with a copy to: Property Management Section
Attn: Commercial Business Development
Denver International Airport
Airport Office Building, 10th Floor
8500 Peña Boulevard, 9th Floor
Denver, CO 80249-6340

to Government: Claire Wilson
Federal Aviation Administration
Western Service Area, AAQ 930
2200 S. 21 6th St.
Des Moines, WA 98198

CITY AND COUNTY OF DENVER



Signature

Chief Executive Officer
Title

Date: November 5, 2020

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Claire K
Wilson

Digitally signed
by Claire K Wilson
Date: 2020.11.05
14:55:52 -08'00'

Signature

____ Real Estate Contracting Officer____
Title

Date: _____

GENERAL PROVISION

1. MAINTENANCE OF PREMISES

The Lessor shall maintain the premises and property furnished under this lease in good repair and tenable condition during the continuance of this lease, except in case of damage arising from the act or negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may, at reasonable times approved by the Government, enter and inspect the same and make any necessary repairs thereto.

2. DAMAGE BY FIRE OR OTHER CASUALTY

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

3. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

4. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

5. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

6. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

8. EXAMINATION OF RECORDS

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

9. GRATUITIES TO GOVERNMENT EMPLOYEES

(a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this lease if it is found, after notice and hearing, by the Real Estate Contracting Officer (RECO) or his/her duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such leases; provided, that the existence of facts upon which the RECO or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (1) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the lease by the Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the RECO or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

10. CONTRACT DISPUTES

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C.

46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted. All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323,
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

11. INSTRUCTIONS

Whenever the lease is executed by an attorney, agent, or other person, or corporation on behalf of the Lessor, the name of the Lessor shall appear above the signature of the person signing.

CITY STANDARD TERMS AND CONDITIONS

SECTION 1 – GENERAL

1.01 INCORPORATION OF ATTACHED EXHIBITS AND ADDENDA

The Exhibits and Addenda attached to this Lease shall be deemed incorporated herein.

SECTION 2 – LEASE OF PREMISES

2.01 USE OF DEMISED PREMISES

The Government may use the Demised Premises illustrated by *Exhibit A* (“**Demised Premises**”) as a workspace for upgrade and replacement of radio equipment and for no other purposes, unless otherwise authorized by the Parties.

2.02 MEANS OF ACCESS

The Government, its agents and employees have a non-exclusive right of ingress to and egress from the Demised 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 herein entitled “Security,” and the City may at any time access, close, relocate, reconstruct or modify existing means of access, provided that a reasonably convenient and adequate means of ingress and egress is available for the same purposes.

The City has established access corridors and access door locations for the Demised Premises, and such plans are available from Airport Planning and Design.

Nothing in this Lease shall be construed to prevent the City from charging the operators of vehicles carrying passengers and property a fee for the privilege of entering upon the Airport or using the roadways in or on the Airport, or soliciting passengers upon the Airport, or otherwise operating on the Airport; and 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 Government.

SECTION 3 – OPERATION AND USE OF DEMISED PREMISES

3.01 COMPLIANCE WITH LAWS AND REGULATIONS

The Government agrees not to use or permit the Demised Premises to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the ordinances or charter of the City and County of Denver, or not authorized hereunder, and it further agrees that it will use the Demised Premises in accordance with all applicable federal, state and local laws and all general rules and regulations and amendments or supplements thereto adopted by the City or the

Chief Executive Officer (“CEO”) for the management, operation and control of the Airport, either promulgated by the City on its own initiative or in compliance with regulations or actions of the Federal Aviation Administration or other authorized federal agency. The Government further agrees to submit any report or reports or information which the City is required by law or regulation to obtain from the Government or which the CEO may request relating to the Government’s operations, unless prohibited by law. Where there is a conflict between State and local laws, and ordinances and Federal laws and regulations, Federal laws and regulations shall control.

In the operation of its Demised Premises, the Government shall comply with the insurance requirements documented by *Exhibit B* (“Self-insurance Letter”) as required by DEN Risk Management.

3.02 WASTE OR IMPAIRMENT OF VALUE

The Government agrees that nothing shall be done or kept in the Demised Premises which might impair the value of the City’s property or which would constitute waste.

SECTION 4 – UTILITIES AND SERVICES

4.01 INTERRUPTION OF SERVICES

The Government 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 compensation or operate to release the Government from any of its obligations hereunder, except as otherwise provided in the section entitled “Damage, Destruction or Loss.”

SECTION 5 – MISCELLANEOUS PROVISIONS

5.01 LEASE BINDING UPON SUCCESSORS

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

5.02 ASSIGNMENT

The Government covenants and agrees not to assign, pledge or transfer its rights in this Lease, in whole or in part, nor grant any license or concession hereunder, except as otherwise provided herein, without the prior written consent of the CEO. Any attempt by the Government, except as required herein, to assign or in any way transfer its interest in this Lease, in whole or in part, without such prior written consent of the CEO shall, at the option of said CEO, automatically terminate this Lease and all rights of the Government hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO, but will not be unreasonably withheld.

In the event of any assignment, subletting or transfer of the Government's interest, the Government shall remain fully liable and responsible to the City for the payment of rentals and the performance of all of the terms and conditions of this Lease.

5.03 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 Office Space Lease due to causes beyond the control of that party, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, pandemic 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 Tenant to reduce or abate its obligation to pay the rent herein, or any other compensation due hereunder.

5.04 INCONVENIENCES DURING CONSTRUCTION

The Government recognizes that from time to time during the Term of this 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 Government in its operation at the Airport. The Government agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences.

5.05 MASTER PLAN; RELOCATION FOR AVIATION PURPOSES

- A. Master Plan. The Government agrees that no liability shall attach to the City, its officers, agents and employees by reason of any effort 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 there from.

- B. Relocation for Aviation Purposes. In the event the CEO determines that the City requires the use of the location of the Demised Premises for aviation purposes during the Term of this Lease, and that such aviation purposes will require relocation of the Government's use of the Demised Premises, the City shall have the right to require relocation of the Demised Premises upon six (6) months prior written notice to the Government. Upon such determination that relocation is required, the City agrees to use good faith efforts to provide the Government with suitable alternate space in the Terminal, similar in size and general location. The Government shall have the right to terminate this Lease if the City's determination of suitable substitute space is not adequate for the Government's operations, upon sixty (60) days written notice after the City notifies the Government of the substitute space.

5.06 NOTICE

Referenced above in Section 10.

5.07 PARAGRAPH HEADINGS

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

5.08 SECURITY

The Government 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 49 C.F.R. Part 1542 and 14 C.F.R. Part 139 , Federal Air regulations of the Federal Aviation Administration, as it may be amended from time to time.

5.09 RIGHT OF INSPECTION

The City retains the full right of entry in and to the Demised 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 it deems necessary. Unless under imminent threat to life, limb or property, the City will give the Government thirty-six (36) hours prior notice before inspecting the Demised Premises. The Government may, on a case by case basis, waive the notice requirement. The City and the Government agree to cooperate on the City's inspection of the Demised Premises.

5.10 RELEASE OF CITY

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

5.11 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Government, its officers, agents and employees assigned to work at the Demised Premises shall cooperate and comply with the provisions of the Federal Drug-Free Workplace Act of 1988 and Denver Executive Order 94, or any successor thereto, concerning the use, possession or sale of alcohol or drugs. The Government shall also prohibit consumption of alcohol within the Demised Premises. Violation of these provisions or refusal to cooperate with the implementation of the policy can result in the City's barring the Government from the City facilities or participating in City operations.

5.12 CITY SMOKING POLICY

The Government acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways to the Airport, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. The Government and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the

Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

5.13 NONDISCRIMINATION

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

5.14 ENTIRE LEASE

The parties acknowledge and 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 alterations, amendments, changes or modifications, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Lease.

5.15 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

5.16 FINAL APPROVAL

This Lease is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver.

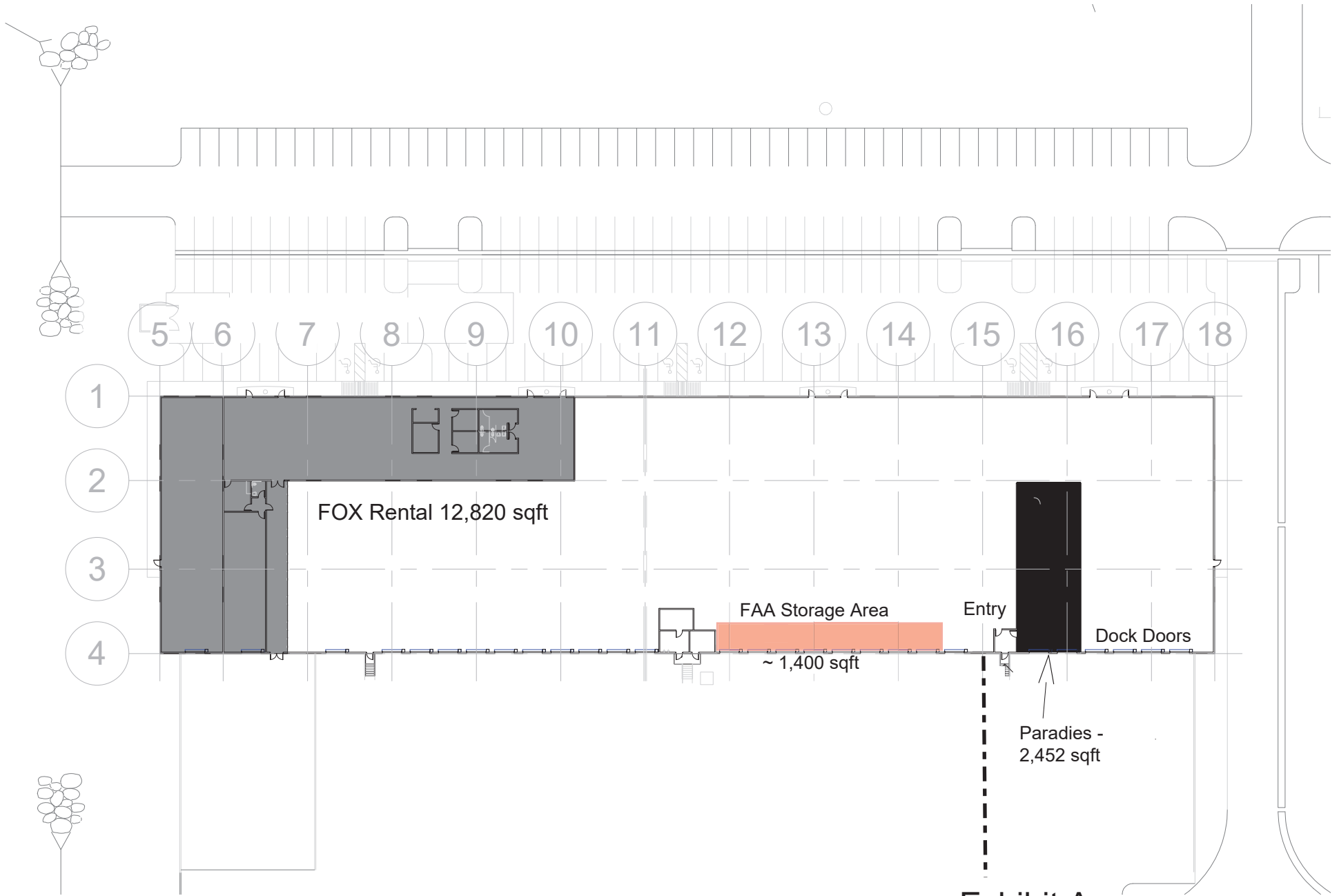


Exhibit A

Warehouse Space Lease

Denver International Airport

Exhibit B



U.S. Department
of Transportation
**Federal Aviation
Administration**

**Northwest Mountain Region
Western Logistics Service Center**

2200 S. 216th Street
Des Moines, WA 98198

Real Estate & Utilities Group

October 21, 2020

Property Management Section
Attn: Commercial Business Development
Denver International Airport
Airport Office Building, 10th Floor
8500 Peña Boulevard
Denver, CO 80249-6340

This letter is in response to your request for insurance coverage pertaining to the proposed lease for 1400 SF of warehouse space in the WorldPort West Warehouse Facility at the Denver International Airport. The Federal Aviation Administration (FAA) as an agency under Department of Transportation is self-insured.

Furthermore, the procurement of private insurance for coverage against property damage or loss as a result of Government's activities is prohibited by Federal Appropriation Law.

Additionally, any claims and liability against the Government are subject to the procedures prescribed under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346, 2671, et seq.

Thank you for your understanding and cooperation. If you have any questions or concerns, please contact me at (206) 231-3066 or by email at claire.k.wilson@faa.gov.

Sincerely,

Claire K
Wilson

Digitally signed
by Claire K
Wilson
Date: 2020.10.28
16:10:19 -07'00'

Claire K. Wilson
Real Estate Contracting Officer

Enclosures

Contract Control Number:
Contractor Name:

PLANE-202056562-00
UNITED STATES OF AMERICA FEDERAL AVIATION
ADMINISTRATION

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202056562-00
UNITED STATES OF AMERICA FEDERAL AVIATION
ADMINISTRATION

By: Please see attached on Pg. 3

Name: Claire K. Wilson
(please print)

Title: Real Estate Contracting Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)