

**OFFICE SPACE LEASE**

**between**

**CITY AND COUNTY OF DENVER**

**and**

**MorphoTrust USA, LLC**

**at**

**DENVER INTERNATIONAL AIRPORT**



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## **OFFICE SPACE LEASE**

**THIS OFFICE SPACE LEASE**, ("Lease"), is entered into as of the date indicated on the City signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the "City"), Party of the First Part, and **MorphoTrust USA, LLC**, a Delaware limited liability company authorized to do business in the State of Colorado ("Tenant"), Party of the Second Part.

### **SECTION 1 - GENERAL**

#### **1.01 CONSIDERATION**

City enters into this Office Space Lease for and in consideration of the payment of rent, the construction of all improvements by Tenant as herein provided, and the performance and observance by Tenant of the covenants and agreements herein.

#### **1.02 INCORPORATION OF ATTACHED SUMMARY PAGE, EXHIBITS AND ADDENDA**

The Summary Page attached to this Office Space Lease and the Exhibits attached to this Office Space Lease as described on the Summary Page shall be deemed incorporated in this Office Space Lease. Appendices 1, 2 and 3 of the Companion Agreement (Standard Federal Assurances) are also incorporated herein by this reference.

### **SECTION 2 – DEFINITIONS**

#### **2.01 AIRPORT**

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

#### **2.02 AUDITOR**

"Auditor" shall mean the City's Auditor and his authorized representative.

#### **2.03 COMPANION AGREEMENT**

"Companion Agreement" shall mean the concession agreement(s) set forth on the Summary Page, and shall include the plural where applicable.

#### **2.04 COMMENCEMENT DATE**

Commencement Date shall mean July 1, 2014.

#### **2.05 CONCOURSES**

"Concourses" shall mean Concourses A, B and C located at the Airport but specifically excepts the Terminal as herein defined.

#### **2.06 DIA DESIGN STANDARDS**

"DIA Design Standards" shall mean the design standards and criteria for Denver International Airport, and as hereafter amended.

## **2.07 DIA TENANT DEVELOPMENT GUIDELINES**

"DIA Tenant Development Guidelines" shall mean the criteria established at DIA for tenants and concessionaires for design, construction, installation, signage and related matters, and as hereafter amended.

## **2.08 MANAGER**

"Manager" shall mean the City's Manager of Aviation, or its successor in function.

## **2.09 MANAGER'S AUTHORIZED REPRESENTATIVE**

Whenever reference is made herein to "Manager or his authorized representative," or words of similar import are used, the City's Deputy Manager for Revenue and Business Development shall be such authorized representative of the Manager, unless notice otherwise is given to the Tenant by the Manager.

## **2.10 PAST DUE INTEREST RATE**

"Past Due Interest Rate" shall mean interest accruing at 18% per annum commencing on the fifth business day after the date such amount is due and owing until paid to City.

## **2.11 OFFICE SPACE**

"Office Space" shall mean the Office Space as generally depicted on the Office Space Plan attached hereto as **Exhibit A**, which is located within the Terminal and/or Concourses and contains the number of square feet set forth on the Summary Page. "Office Space" shall include the plural where applicable. The City and Tenant acknowledge and agree that the dimensions of the Office Space as set forth in **Exhibit A** are approximate and that, following the completion of construction, the precise dimensions and square footage shall be determined by the Manager to conform to such measurement and a revision to the Summary Page and **Exhibit A** will be made, if necessary, depicting the dimensions and square footage of the Office Space as actually constructed, each of these actions to be mutually agreed upon and taken without the requirements of a formal amendment to this Office Space Lease. The Manager may add or subtract square footage of up to 10% of the Office Space with the prior written consent of the Tenant without City Council approval.

In order to maximize the highest and best use of the City's airline facilities, the Manager, at his sole discretion and upon thirty (30) days prior written notice, may require Tenant, and Tenant agrees, to relocate its Office Space, at its own cost and expense, in which case, the Manager will revise the Summary Page and **Exhibit A** without formal amendment to this Office Space Lease.

## **2.12 TERMINAL**

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

## **SECTION 3 - LEASE OF OFFICE SPACE**

### **3.01 OFFICE RIGHTS GRANTED**

City grants to Tenant the right to occupy and use the Office Space consistent with and subject to all of the terms and provisions of this Office Space Lease.

### **3.02 USE OF OFFICE SPACE**

Tenant may use the Office Space only for office use solely in support of the Companion Agreement(s), and for no other purposes, unless otherwise authorized in writing by the Manager.

### **3.03 MEANS OF ACCESS**

Tenant, its agents and employees, have a non-exclusive right of ingress to and egress from the Office Space by a means of access located outside the boundaries of such space as specified by 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 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. The City has established access corridors and access door locations for the Office Space, and such plans are available from Airport Engineering.

Nothing in this Office Space 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 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 Tenant.

### **3.04 RIGHT OF INSPECTION**

City retains the full right of entry in and to the Office Space 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.

## **SECTION 4 – TERM**

### **4.01 TERM**

"Term" shall mean the period commencing at noon on the Effective Date stated on the Summary Page and expiring at noon on the Expiration Date stated on the Summary Page. In addition, to the foregoing, the parties intend that the term shall be co-terminus with the term of the Companion Agreement(s) listed on the Summary Page. Therefore, by written notice to Tenant signed by the Manager intended to accomplish this purpose, the Term may be extended or terminated to the extent of and under the same conditions as any extension or termination of the Companion Agreement(s) listed on the Summary Page. Any provision to the contrary notwithstanding, this Office Space Lease may be terminated by the City prior to the Expiration Date or any extension thereof, with or without cause, upon thirty (30) days written notice to



Tenant signed by the Manager. In the event that the Transportation Security Administration (TSA) requires Tenant to relocate to a location other than the Office Space, Tenant may terminate this Agreement upon ninety (90) days written notice to the Manager.

#### **4.02 SURRENDER OF OFFICE SPACE**

Upon the expiration or earlier termination of this Office Space Lease or on the date specified in any demand for possession by City after any Default by Tenant, Tenant covenants and agrees to surrender possession of the Office Space to City in the same condition as when first occupied, ordinary wear and tear excepted.

#### **4.03 HOLDING OVER**

If Tenant holds over after expiration of the Term or any extension thereof, thereafter Tenant's occupancy shall be deemed a month-to-month tenancy at a monthly rental equal to 150% of the monthly rent provided in Section 5 herein unless otherwise modified in writing. Tenant shall be subject to all other terms and conditions of this Office Space Lease not specifically modified above. The Manager, in his sole discretion, may waive the additional rent and allow Tenant to holdover at the rates stated in Section 5. Nothing herein shall be construed to give Tenant the right to hold over, and City may exercise any remedy at law or in equity to recover possession of the Office Space, as well as any damages incurred by City.

### **SECTION 5 – RENT**

#### **5.01 RENT**

Tenant covenants and agrees, without offset, deduction or abatement, to pay City the established rentals, rates, fees and charges for office space set forth on the Summary Page as annual rent for the rights and privileges herein granted by City, which sum is reserved to the City and shall be payable in monthly installments. Said obligation to pay rent shall commence upon the Commencement Date set forth in Section 2.04 herein and continue through the Term hereof.

#### **5.02 PAYMENT OF MONTHLY RENT**

The Annual Rent shall be payable by Tenant to City in twelve equal installments ("Monthly Rent" in advance and without demand on the Commencement Date and on the first day of each month thereafter.

#### **5.03 INTEREST ON PAST DUE AMOUNTS**

Any payments not made to City when due shall accrue interest at the Past Due Interest Rate, as herein defined.

#### **5.04 PLACE AND MANNER OF PAYMENTS**

All sums payable to City hereunder shall be made without notice at the following:

Airport Revenue Fund  
Denver International Airport  
PO Box 492065

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

#### **5.05 REESTABLISHMENT OF RENTALS, FEES AND CHARGES**

The City, through the Manager, may from time to time, at intervals of not more than five (5) years, at the Manager's sole discretion, and subject to the requirements of any outstanding bond ordinance pertaining to the Airport, reestablish the rentals, fees and charges provided for herein. The City agrees that such reestablished schedule of rentals, fees and charges shall be reasonable in relation to the cost of providing, operating and maintaining property, services and facilities of the airport system.

If the Manager proposes any change in the schedule of rentals, fees and charges, the City will give notice thereof to Tenant not less than 90 days before the same is to become effective. Should the proposed rentals, fees and charges result in an increase of more than 5% in the dollar amount of compensation paid by Tenant for the prior calendar year, then Tenant may decline to pay compensation at the new rate(s). Tenant shall promptly advise the Manager (but in no event less than 60 days prior to the proposed effective date of such schedule of rentals, fees and charges) of its intention to cancel and terminate this Office Space Lease. Upon such notice of intent to cancel and terminate, Tenant shall surrender the Office Space upon a date specified by the Manager. Should Tenant fail to give such notice of cancellation and termination, then it shall be deemed to have accepted the new rate(s) of compensation as promulgated by the Manager.

No failure by the City to reestablish the rentals, fees and charges at a five (5) year interval date shall constitute a waiver of the City's right to reestablish the rentals, fees and charges at any time thereafter.

### **SECTION 6 - USE OF OFFICE SPACE**

#### **6.01 CARE OF AREA**

Tenant agrees that it will keep the Office Space 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. Tenant, 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 in any public area in the Airport.

#### **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 Office Space except with the written permission of the Manager or his 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**

Tenant agrees not to use or permit the Office Space 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 Office Space 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.

Tenant agrees to submit any report, reports or information which the City is required by law or regulation to obtain from Tenant or which the Manager may reasonably request relating to Tenant's operations. Tenant further agrees that the City's Auditor or his authorized representative shall have the right to inspect or examine any books and records of Tenant which are directly pertinent to Tenant's obligations under this Office Space Lease.

In the operation of its office facilities, Tenant shall comply with the Standard Federal Assurances described in Appendices 1, 2 and 3 of the Companion Agreement(s), and those Appendices are incorporated herein by reference.

### **6.04 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS**

Tenant, in conducting any activity on the Office Space, 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 office 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 Office Space Lease the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticides, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute. Tenant 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).

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

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

Wastewater from maintenance or operational activities shall be pretreated with sand and grease traps.

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

#### **6.05 WASTE OR IMPAIRMENT OF VALUE**

Tenant agrees that nothing shall be done or kept in the Office Space which might impair the value of the City's property or which would constitute waste.

#### **6.06 HAZARDOUS USE**

Tenant agrees that nothing shall be done or kept in the Office Space and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Office Space which might be unsafe or hazardous to any person or property. Further, Tenant shall not do or permit to be done any act or thing upon the Office Space which will invalidate, suspend or increase the rate of any fire insurance policy required under this Office Space Lease, or carried by the City, covering the Office Space or the buildings in which the Office Space is located or which, in the opinion of the Manager or his authorized representative, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Office Space Lease. If, by reason of any failure by Tenant to comply with the provisions of this section, after receipt of notice in writing from the City, any fire insurance rate on the Office Space or on the buildings in which the same is located, shall at any time be higher than it normally would be, then Tenant shall pay the City, on demand, that part of all fire insurance premiums paid by the City which have been charged because of such violation or failure of Tenant; provided, that nothing herein shall preclude Tenant from bringing, keeping or using on or about the Office Space such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on the normal operations contemplated herein.

#### **6.07 STRUCTURAL OR ELECTRICAL OVERLOADING**

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

#### **6.08 NOISE, ODORS, VIBRATIONS AND ANNOYANCES**

Tenant shall conduct its operations in an orderly and proper manner so as not to commit any nuisance in the Office Space or annoy, disturb or be offensive to others in 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, gases, vapors, odors and vibrations.

## **6.09 ACCESSIBILITY**

Tenant shall not do or permit to be done anything which might interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof on the Office Space or elsewhere on the Airport, nor do or permit to be done anything which may interfere with free access and passage in the Office Space or the public areas adjacent thereto, or hinder police, firefighting or other emergency personnel in the discharge of their duties. Further, Tenant shall not do or permit to be done anything which might interfere with the effectiveness or accessibility of elevators or escalators in or adjacent to the Office Space, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto.

Tenant shall not place any additional lock of any kind upon any window or interior or exterior door in the Office Space, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the Office Space, nor refuse, upon the expiration or sooner termination of this Office Space Lease, to surrender to the City any and all keys to the interior or exterior doors on the Office Space, whether said keys were furnished to or otherwise procured by Tenant. If any keys furnished to Tenant by City are lost, Tenant shall pay the City, on demand, the cost for replacement thereof.

## **6.10 NO AUCTION**

Tenant agrees not to allow or permit any sale by auction or hawking on the Office Space.

## **6.11 CONSTRUCTION OF IMPROVEMENTS/RESTRICTION ON CHANGES**

Tenant shall at its sole cost and expense construct and install the initial Improvements as defined in **Exhibit X**, "Provisions for Design and Construction of Improvements," which is attached to the Companion Agreement and incorporated herein by this reference. The Improvements are subject to the prior written approval of the Manager and shall be constructed in accordance with the Airport's Tenant Development Guidelines, the requirements of **Exhibit X**, and pursuant to the City's building permit process and the customary terms and conditions thereof.

Tenant shall, unless otherwise instructed, complete its design, obtain building permits and complete construction no later than 30 days after execution of this Office Space Lease. Such period may be extended by the Manager if completion of Improvements was delayed through no fault of Tenant; however, in no event shall such extension affect the date upon which rent is due.

Thereafter, Tenant agrees not to alter, add to, remove or demolish any of the Improvements on the Office Space without the prior written approval of the Manager. All such alterations or changes shall be made in accordance with the Airport Tenant Development Guidelines and the requirements of **Exhibit X**.

## **6.12 TITLE TO IMPROVEMENTS**

Tenant agrees that all improvements to the Office Space, including approved changes and renovations, which are affixed to the realty, shall become the property of the City upon their completion and acceptance by City.

## **6.13 REMOVAL OF TENANT'S EQUIPMENT**

Tenant shall retain title to and shall remove, at its sole cost, prior to the expiration or termination of this Office Space Lease, all of Tenant's Equipment, as hereinafter defined. "Tenant's Equipment" shall mean all equipment, apparatus, machinery, furnishings, trade fixtures and personal property installed by Tenant and used in the operation of the business of Tenant (as distinguished from the use and operation of the Office Space) which is listed on an annual inventory list submitted by Tenant and approved by the City and maintained in the City's Airport Property Office. If such removal shall injure or damage the Office Space, Tenant agrees, at its sole cost, at or prior to the expiration or termination of this Office Space Lease, to repair such injury or damage in good and workmanlike fashion and to place the Office Space in the same condition as the Office Space would have been if such Tenant's Equipment had not been installed. If Tenant fails to remove any of Tenant's Equipment by the expiration or termination of this Office Space Lease, City may, at its option, keep and retain any such Tenant's Equipment or dispose of the same and retain any proceeds therefrom, and City shall be entitled to recover from Tenant any costs of City in removing the same and in restoring the Office Space in excess of the actual proceeds, if any, received by City from disposition thereof.

## **SECTION 7 - UTILITIES AND SERVICES**

### **7.01 HEATING AND AIR CONDITIONING (HVAC)**

Tenant shall, at its expense, furnish, install and maintain any ductwork and other connections within or leading into its Office Space required to connect and complete the HVAC from the Airport's central system for the Office Space.

City shall, at its expense, furnish normal and reasonable quantities of central air from the central HVAC system to the Office Space and all necessary power and electricity for such central air circulation. Subject to conditions beyond its control, the City shall maintain under normal conditions a temperature adequate for comfortable occupancy according to the season; provided, that Tenant properly maintains the ductwork and other connections within or leading into its Office Space and complies with the recommendations of the City's engineer regarding reasonable use of the Office Space.

### **7.02 ELECTRICITY**

Tenant shall, at its expense, furnish, install and maintain an electric meter at a location and of a type specified by the City, and shall pay all costs for electricity used within the Office Space. Electricity may be metered under an adjacent Office Space of a Companion Agreement if authorized by the City. Tenant shall furnish, install and maintain all power circuits and connections required for equipment and mechanical systems used in the Office Space. Any bills by the City for such costs shall be due within 30 days and shall accrue interest at the Past Due Interest Rate if not paid when due.

### **7.03 WATER SERVICE**

If Tenant requires water service to the Office Space, Tenant shall, at its expense, furnish, install and maintain a water meter for the Office Space at a location and of a type specified by the City and shall pay all costs for water used within the Office Space. Tenant shall be responsible for all pipe tie-in and water hook-up of its equipment.

#### **7.04 LIGHTING**

Tenant shall, at its expense, furnish, install and maintain all lighting fixtures and wiring for general illumination of the Office Space. Levels of illumination and wattage requirements shall be subject to approval by City.

#### **7.05 JANITORIAL SERVICES AND MAINTENANCE**

Tenant shall, at its expense, be responsible for janitorial services for the Office Space.

#### **7.06 STRUCTURAL MAINTENANCE**

City shall, at its expense, maintain all structural parts of the Terminal and Concourses, including exterior glass, walls and roof but specifically excluding improvements made by Tenant.

#### **7.07 COMMON USE SERVICES**

The Manager may establish common use services at the Airport, including but not limited to trash and refuse removal, deliveries, industrial waste handling, recycling and security guards. The Manager reserves the right to establish charges for common use services based upon documented actual costs. Trash, sewer and deliveries will be common use services, which Tenant may be required to use and pay its prorata actual share; however, other common use services may be utilized at Tenant's option. Tenant agrees to pay the charges for those common use services which are utilized by Tenant.

#### **7.08 INTERRUPTION OF SERVICES**

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

### **SECTION 8 - INDEMNITY, INSURANCE AND BONDS**

#### **8.01 INDEMNITY**

Tenant hereby agrees to release and indemnify and save harmless the City, its officers, agents and employees from and against any and all loss of or damage to property, or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expense, liability, actions, penalties or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, its operations in connection herewith, or its use or occupancy of any portion of the Airport and including acts and

omissions of officers, employees, representatives, suppliers, invitees, contractors and agents of the Tenant; provided, that the Tenant need not release, indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and employees. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Tenant hereunder.

## 8.02 INSURANCE

A. The Tenant shall obtain and keep in force during the entire term of this Office Space Lease, insurance policies as described in the City's form of insurance certificate attached to this Office Space Lease as **Exhibit C** and incorporated herein unless otherwise provided for in the Companion Agreement. The certificate specifies the minimum insurance requirements the Tenant and subcontractors must meet under this Office Space Lease. Such amounts may be adjusted by the Manager in his sole discretion at any time during the term of this Office Space Lease. The original of such certificate shall be executed by the authorized party as specified on the certificate.

B. Prior to the Commencement Date, the Tenant shall submit to the Airport Property Management Office a fully completed and executed original of the insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, the Tenant shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company. The Tenant shall deliver to the Airport Property Office a certificate evidencing the renewal of all policies, at least ten days prior to each policy's expiration date.

C. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

D. The Tenant shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

E. Unless specifically excepted in writing by the City's Risk Management Administrator, the Tenant shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) and receipts of payment of premium, for each subconsultant. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and the Tenant shall insure that each subconsultant complies with all of the coverage requirements.

F. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Office Space Lease, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.



### **8.03 PERFORMANCE SURETY**

Upon execution of this Office Space Lease, Tenant shall deliver to the Manager, and maintain in effect at all times throughout the Term an irrevocable letter of credit, or such other acceptable surety as first approved in writing by City, in an amount equal to six (6) months of monthly rent, which amount is subject to increase by the Manager. Such guarantee shall be payable without condition to the City and guarantee to the City full and faithful performance of (i) all of the terms and provisions of this Office Space Lease as it may be amended, supplemented or extended and (ii) all obligations and duties under all general rules and regulations adopted by the City or the Manager for the management, operation and control of the Airport as amended or supplemented. All irrevocable letters of credit shall be in a form, and issued by a bank, acceptable to the City.

### **8.04 NO PERSONAL LIABILITY**

No director, officer or employee of either party hereto shall be held personally liable under this Office Space Lease or because of its execution or attempted execution.

### **8.05 TAXES, LICENSES, LIENS AND FEES**

Tenant 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 Office Space and further agrees not to permit any of said taxes, excises, license fees or permit fees to become delinquent. Tenant also agrees not to permit any mechanic's or materialman's or any other lien to become attached or be foreclosed upon the Office Space or improvements thereto, or any part thereof, by reason of any work or labor performed or materials furnished by any mechanic or materialman. Tenant agrees to furnish to the Manager, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by it of Social Security, unemployment insurance and worker's compensation insurance, and all required licenses and all taxes. Tenant 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 Office Space or improvements thereon which will in any way impair the rights of the City under this Office Space Lease.

## **SECTION 9 - DEFAULT AND REMEDIES**

### **9.01 DEFAULT**

Tenant shall be in default under this Office Space Lease if Tenant:

A. Fails to timely pay when due to City the compensation, rent or any other payment required hereunder; or

B. Tenant is in default under any Companion Agreement or any other Agreement with the City at the Airport; or

C. Becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

D. Transfers its interest under this Office Space Lease, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation; or

E. Abandons, deserts or vacates the Office Space; or

F. Suffers any lien or attachment to be filed against the Office Space, the Airport or City's property because of any act or omission of Tenant, and such lien or attachment is not discharged or contested by Tenant in good faith by proper legal proceedings within 20 days after receipt of notice thereof by Tenant; or

G. Fails to keep, perform and observe any other promise, covenant or agreement set forth in this Office Space Lease and such failure continues for a period of more than 30 days after delivery by Manager of a written notice of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Tenant within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control; or

H. Uses or gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Tenant for its use under this Office Space Lease.

## **9.02 REMEDIES**

If Tenant defaults in any of the covenants, terms and conditions herein, the City may exercise any one or more of the following remedies:

A. The City may elect to allow this Office Space Lease to continue in full force and effect and to enforce all of City's rights and remedies hereunder, including without limitation the right to collect rent as it becomes due together with Past Due Interest; or

B. The City may cancel and terminate this Office Space Lease and repossess the Office Space, with or without process of law, and without liability for so doing, upon giving 30 days written notice to Tenant of its intention to terminate, at the end of which time all the rights hereunder of the Tenant shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days. Notwithstanding the foregoing, Tenant shall be allowed only two notices of default hereunder which it may cure within the time specified in this section. The third notice shall be final and the City shall at its option (1) cancel and terminate all of the rights hereunder of the Tenant, reenter the Office Space, remove therefrom all property of the Tenant and store the same at the expense of the Tenant, or (2) elect to proceed under subparagraph C. below.

If City elects to terminate, Tenant shall be liable to City for all amounts owing at the time of termination, including but not limited to rent due plus interest thereon at the Past Due Interest Rate together with any other amount to fully compensate City for all loss of rent, damages, and

costs, including attorney fees, caused by Tenant's failure to perform its obligations hereunder, or which in the ordinary course would likely result therefrom.

C. The City may elect to reenter and take possession of the Office Space and expel Tenant or any person claiming under Tenant, and remove all effects as may be necessary, without prejudice to any remedies for damages or breach. Such reentry shall not be construed as termination of this Office Space Lease unless a written notice specifically so states; however, the City reserves the right to terminate this Office Space Lease at any time after reentry. Following reentry, the City may relet the Office Space, or any portion thereof, for the account of Tenant, on such terms and conditions as the City may choose, and may make such repairs or improvements as it deems appropriate to accomplish the reletting. The City shall not be responsible for any failure to relet or any failure to collect rent due for such reletting.

Tenant shall be liable to City for all costs of reletting, including attorney fees and repairs or improvements. Notwithstanding re-entry by the City, Tenant shall continue to be liable for all amounts due as rent under this Office Space Lease, on the dates specified and in such amounts as would be payable if default had not occurred. Upon expiration of the Term, or any earlier termination of this Office Space Lease by the City, the City, having credited to the account of Tenant any amounts recovered through reletting, shall refund, without interest, any amount that exceeds the rent, damages and costs payable by Tenant under this Office Space Lease.

### **9.03 REMEDIES CUMULATIVE**

The remedies provided in this Office Space Lease shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

### **9.04 ADMINISTRATIVE HEARING**

Disputes arising out of this Office Space Lease shall be resolved by administrative hearing before the Manager following the procedures outlined in Denver Revised Municipal Code Section 5-17; provided, that 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.

### **9.05 WAIVERS**

No failure of City to insist upon the strict performance of a term, covenant or agreement contained in this Office Space Lease, no failure by City to exercise any right or remedy under this Office Space Lease, and no acceptance of full or partial payment during the continuance of any default by Tenant 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 Tenant.

## **SECTION 10 - DAMAGE, DESTRUCTION OR LOSS**

### **10.01 DAMAGE TO OR DESTRUCTION OF OFFICE SPACE**

If the Office Space, or any portion thereof, is destroyed or damaged by fire or otherwise to an extent which renders it unusable, City may rebuild or repair any portions of the building structure destroyed or damaged, and, if the cause was beyond the control of Tenant, the obligation of

Tenant to pay the rent hereunder shall abate as to such damaged or destroyed portions during the time they are unusable. If the City elects not to proceed with the rebuilding or repair of the building structure, it shall give notice of its intent within 90 days after the destruction or damage. Tenant may then, at its option, cancel and terminate this Office Space Lease.

#### **10.02 COOPERATION IN THE EVENT OF LOSS**

If the City elects to rebuild, this Office Space Lease shall continue in full force and effect subject to the abatement of rent during the time the damaged or destroyed portions are unusable. City and Tenant shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss or damage.

#### **10.03 LOSS OR DAMAGE TO PROPERTY**

City shall not be liable for any loss of property by theft or burglary from the Airport or for any damage to person or property on the Airport resulting from operating the elevators, or electric lighting, or water, rain or snow, which may come into or issue or flow from any part of the Airport, or from the pipes, plumbing, wiring, gas or sprinklers thereof or that may be caused by the City's employees or any other cause, and Tenant agrees to make no claim for any such loss or damage at any time, except for any abatement of rent or right to insurance proceeds provided for in this Section.

#### **10.04 MUTUAL WAIVER/INSURANCE COVERAGE**

City and Tenant each waive any and every claim for recovery from the other for any and all loss of or damage to the Office Space or to the contents thereof, which loss or damage is covered by valid and collectible fire and extended insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Since this mutual waiver will preclude the assignment of any such claim by subrogation or otherwise to an insurance company or any other person, Tenant agrees to give to each insurance company which has issued, or may issue, to the Tenant policies of fire and extended coverage insurance, written notice of the terms of this mutual waiver, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of this waiver.

### **SECTION 11 - MISCELLANEOUS PROVISIONS**

#### **11.01 ADVERTISING AND PUBLIC DISPLAYS**

Tenant shall not install or have installed or allow to be installed upon or within the Office Space, without the prior written approval of the Manager or his 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 Office Space.

## **11.02 AGREEMENT BINDING UPON SUCCESSORS**

This Office Space 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.

## **11.03 AGREEMENT MADE IN COLORADO**

This Office Space Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Colorado.

## **11.04 OFFICE SPACE LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES**

This Office Space 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. The provisions of Appendices 1, 2 and 3 to the Companion Agreement are incorporated herein by reference.

## **11.05 ASSIGNMENT**

Any assignment is subject to the "Assignment" provision in the Companion Agreement.

## **11.06 BOND ORDINANCES**

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

## **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 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 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.

### **11.08 INCONVENIENCES DURING CONSTRUCTION**

Tenant recognizes that from time to time during the Term of this Office Space Lease, it may be necessary for City to commence or complete extensive programs of construction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be 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 Tenant in its operation at the Airport. Tenant agrees that no liability shall attach to City, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences, and Tenant waives any right to claim damages or other consideration therefrom.

### **11.09 MASTER PLAN**

Tenant 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.

### **11.10 INDEPENDENT CONTRACTOR**

Tenant shall at all times have the status of an independent contractor without the right or authority to impose tort or contractual liability upon the City.

### **11.11 NOTICES**

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

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

with a copy to:                                  Airport Commercial Division  
Denver International Airport  
Airport Office Building, 9th Floor  
8500 Peña Boulevard  
Denver, CO 80249-6340

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

With a copy to:

MorphoTrust USA, LLC  
Attn: General Counsel  
296 Concord Rd., Ste. 300  
Billerica, MA 01821

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Tenant or Manager.

#### **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 Office Space Lease.

#### **11.13 PATENTS AND TRADEMARKS**

Tenant 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 Office Space Lease. Tenant 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 Tenant under this Office Space Lease.

#### **11.14 SECURITY**

Tenant shall cause its officers, contractors, agents and employees to comply with any and all existing and future security regulations adopted by the City or the Transportation Security Administration (TSA), including 49 CFR Subtitle B, Chapter XII, as amended from time to time.

#### **11.15 SEVERABILITY**

In the event, any of the provisions, or applications thereof, of this Office Space Lease are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

#### **11.16 SURVIVAL OF PROVISIONS**

All terms and conditions of this Office Space Lease which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Office Space Lease (by expiration of the term or otherwise) shall survive such termination and continue to be enforceable as provided herein.

#### **11.17 THIRD PARTIES**

This Office Space Lease shall not be deemed or construed to confer upon any third party or parties (except parties to whom the Tenant may assign this Office Space 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 Tenant because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

#### **11.18 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**

Tenant, 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. Tenant shall also prohibit consumption of alcohol within the Office Space. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Tenant from City facilities or participating in City operations.

#### **11.19 CITY SMOKING POLICY**

Tenant and its officers, agents and employees shall cooperate and comply with the provisions of Denver Revised Municipal Code Sec. 24-301, et. seq. prohibiting smoking in City buildings and facilities, the City's Executive Order No. 99 dated December 1, 1993 and Executive Order No. 13 dated July 31, 2002 prohibiting the sale or advertising of tobacco products, the provisions of Denver Revised Municipal Code §§ 24-301 et. seq. and the Colorado Indoor Clean Air Act, C.R.S. §§ 25-14-201 et. seq. Tenant agrees that it will prohibit smoking by its employees and the public in the Office Space and will not sell or advertise tobacco products.

#### **11.20 NONDISCRIMINATION**

In connection with the performance of work under this Office Space Lease, Tenant 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 Tenant further agrees to insert the foregoing provision in all subcontracts hereunder.

#### **11.21 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 Office Space Lease.

#### **11.22 FINAL APPROVAL**

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

**[SIGNATURE PAGE FOLLOWS]**



**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-201415821-00

**Contractor Name:** Robert Eckel

By: 

Name: ROBERT ECKEL  
(please print)

Title: CEO  
(please print)

**ATTEST: [if required]**

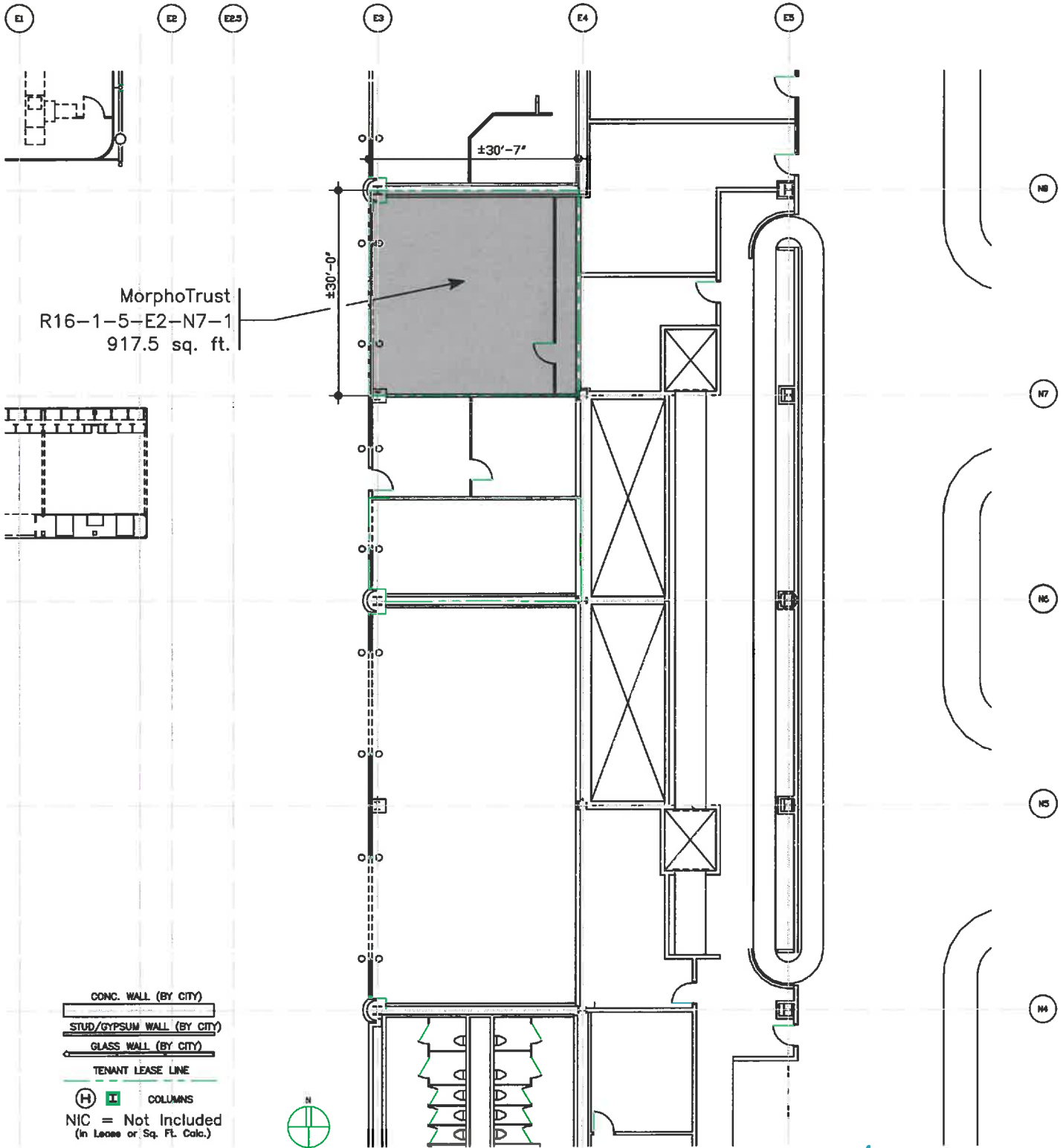
By: \_\_\_\_\_

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

Title: \_\_\_\_\_  
(please print)



EXHIBIT A



NOTE:

This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details.

*Paula Loom*  
MANAGER OF DESIGN

<p>KEY PLAN TERMINAL AREA</p>		REVISED	DENVER INTERNATIONAL AIRPORT
		EXHIBIT A Terminal Level 5 MorphoTrust USA, LLC	
		CC#: mort	DATE: 03/11/14

R16-1-5-11-2

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS DEPARTMENT OF AVIATION**

---

Certificate Holder:

CITY AND COUNTY OF DENVER  
Attn: Risk Management, Suite 8810  
Manager of Aviation  
Denver International Airport  
8500 Pena Boulevard, Room 8810  
Denver CO 80249

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: MorphoTrust - Special Site Access Permit**

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**I. MANDATORY COVERAGE**

Colorado Workers' Compensation and Employer Liability Coverage

**Coverage:** COLORADO Workers' Compensation

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

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

And Employer's Liability Limits:

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

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

Commercial General Liability Coverage

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

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

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

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

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy \_\_\_Project \_\_\_Location\_\_\_, if applicable

EXHIBIT C

Business Automobile Liability Coverage

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

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

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

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

**II. ADDITIONAL COVERAGE**

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area Minimum Limits of Liability (In Thousands)	<b>Each Occurrence and aggregate</b>	<b>\$1,000</b>
Umbrella Liability, Unescorted airside access Minimum Limits of Liability (In Thousands)	<b>Each Occurrence and aggregate</b>	<b>\$9,000</b>

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

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

Property Coverage

Coverage:

Personal Property, Contents, Fixtures, Storage, Tenant Improvements and Betterments

Minimum Limits of Liability (in Thousands):

- o 100% of the Replacement Cost value of Personal Property, Contents, Fixtures, Tenant Improvements and Betterments
- o Covered Cause of Loss – Special Form including glass coverage and signs
- o Replacement Cost Endorsement

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

1. City, its officers, officials and employees as additional insureds.
2. Waiver of Subrogation Applies to City as Landlord for any protected Landlord Property.
3. In the event of payment of any Loss involving Tenant Improvements and Betterments, permanent fixtures, etc, the insurance carrier shall pay the City (as Landlord) its designee first for said property loss

## EXHIBIT C

### III. ADDITIONAL CONDITIONS

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

1. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
2. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
3. Advice of renewal is required
4. All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
5. Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
6. No changes, modifications or interlineations on these Insurance Requirements shall be allowed without the review and approval of the Risk Administrator prior to contract execution.
7. The Insured named above shall promptly advise the City in the event any general aggregates or other aggregate limits are reduced below the required per occurrence limits. At the Insured's expense, the Insured will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the City a new Certificate showing such coverage is in force.

### IV. NOTICE OF CANCELLATION

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