

SECOND AMENDMENT TO THE AIRPORT USE AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE AIRPORT USE AND LEASE AGREEMENT is made and entered into as of the date stated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation ("the City") and **DEUTSCHE LUFTHANSA AG, (a/k/a LUFTHANSA GERMAN AIRLINES)**, a corporation organized and existing under and by virtue of the laws of the country of Germany, and authorized to do business in the State of Colorado ("Airline").

WITNESSETH

WHEREAS, the City owns and operates Denver International Airport ("DEN" or the "Airport"); and

WHEREAS, the parties hereto entered into a certain Use and Lease Agreement, which was effective January 1, 2012, and a First Amendment dated December 21, 2016 (the "Existing Agreements"), under which the Airline and the City agree to the terms of the Airline's use and lease of certain premises and facilities at the Airport; and

WHEREAS, the City, in 2017, required the Airline to relocate some of its storage space and the parties now wish to memorialize these changes to the existing Demised Premises; and

WHEREAS, the City, in 2018, began relocating the Airline's ticket counter and other operations in the Jeppesen Terminal for the Great Hall project (the "Relocation Project"); and

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

1. "Exhibit D" found in the Existing Agreement shall be deleted in its entirety and replaced with the new "Exhibit D" attached hereto.
2. In accordance with section 4.08 of the Agreement, the City is responsible for reasonable costs related to the Relocation Project. The City will contract for the relocation and will pay the relocation contractor directly for the relocation expenses. Any cost which exceeds the reasonable costs for such relocation will be paid by the Airline.
3. Any subsequent expenses directly incurred by the Airline must be submitted to the City with sufficient documentation to support the expenses. The City will reimburse the actual cost of these expenses; however, the City shall not be liable for any expenses which exceed the Maximum Relocation Liability.
4. The following is added to the Agreement as Section 10.25:

10.25. PAYMENT OF MINIMUM WAGE

Airline shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84

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

5. Except as modified by this Amendment, all of the terms and conditions of the Existing Contract shall remain in full force and effect.

6. This Amendment to Contract shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

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 _____

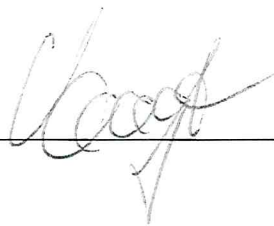
By _____

By _____



Contract Control Number: PLANE-201206581-02

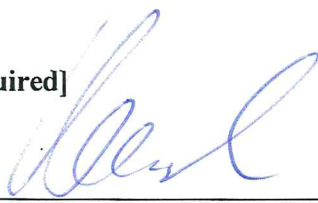
Contractor Name:

By: _____


Name: _____
(please print)

Lufthansa Group
Marcus Vaagt
Senior Director
Head of Ground Operations
North America, Midwest & West Coast

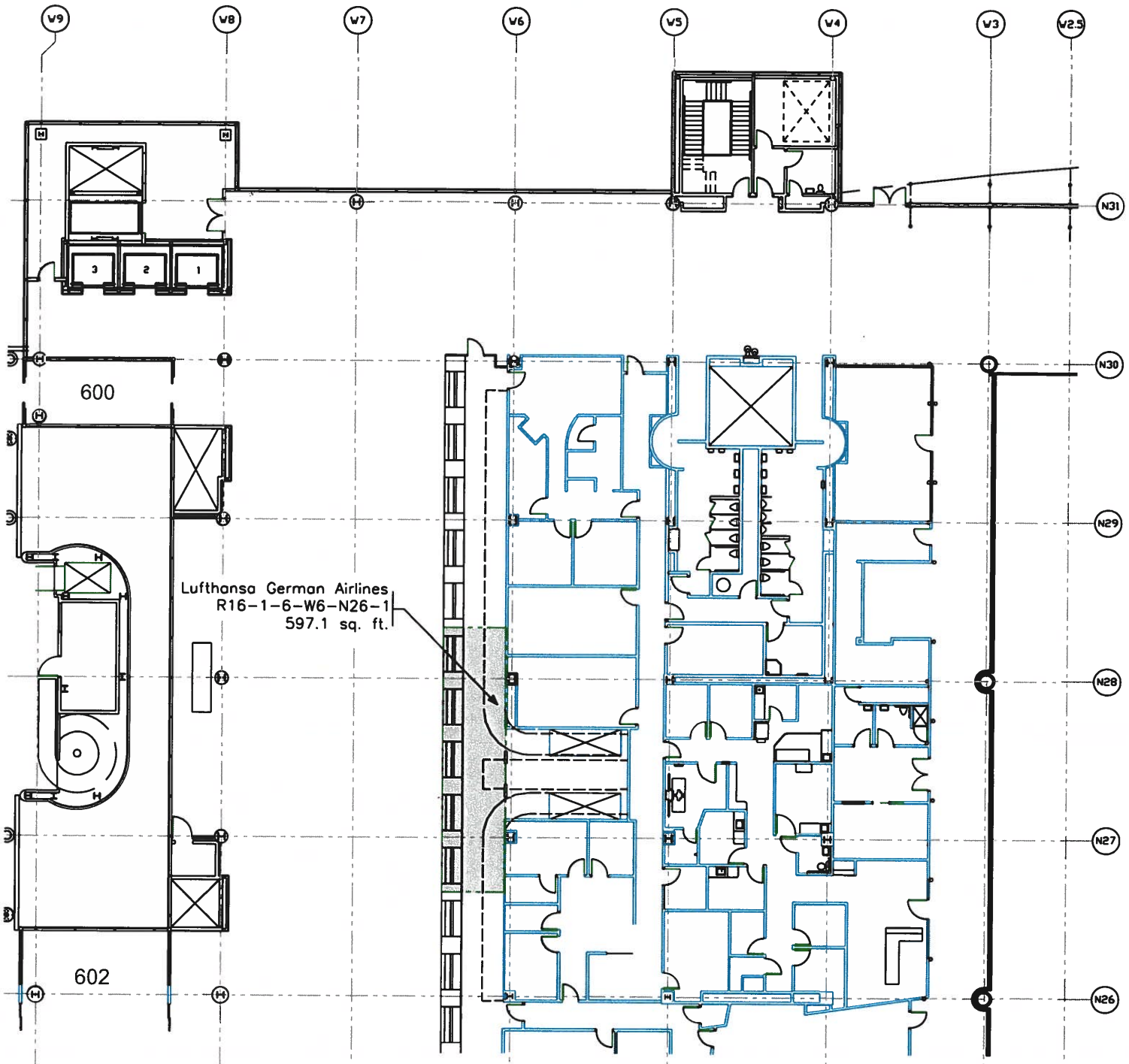
Title: _____
(please print)

ATTEST: [if required]
By: _____


Name: FRANK WEINEBEICH
(please print)

Title: Head of Regional Hub NAM
(please print)





Lufthansa German Airlines
 R16-1-6-W6-N26-1
 597.1 sq. ft.

- CONC. WALL (BY CITY)
- STUD/GYPSUM WALL (BY CITY)
- GLASS WALL (BY CITY)
- TENANT LEASE LINE
- COLUMNS

NIC = Not Included
 (In Lease or Sq. Ft. Calc.)

SCALE 1" = 25.00'

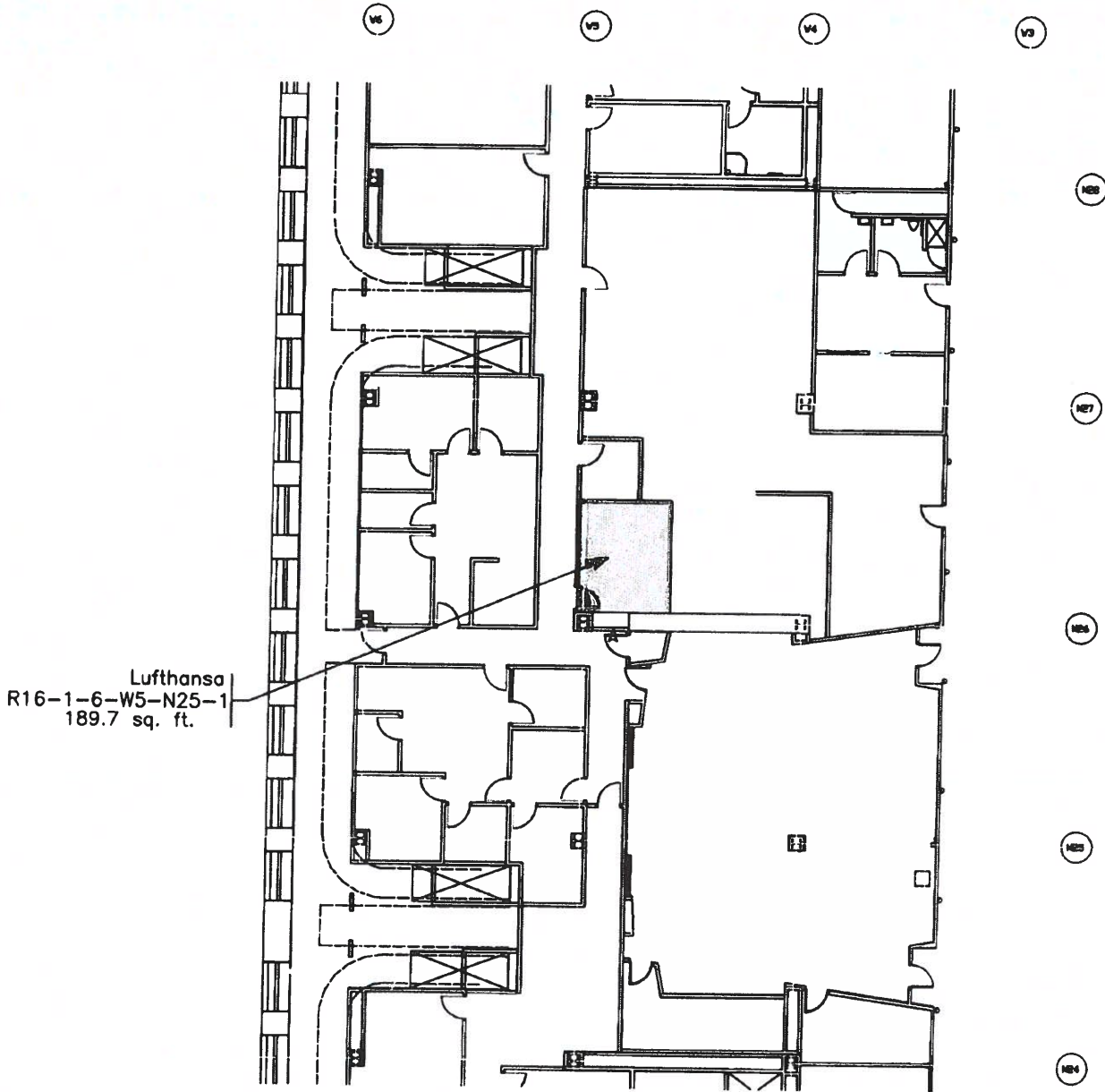


NOTE: This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details.

DEN Property Management

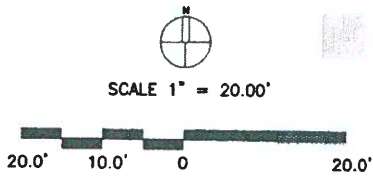
<p>KEY PLAN TERMINAL AREA</p>	<p>CITY AND COUNTY OF DENVER SEAL</p>	REVISED	DENVER INTERNATIONAL AIRPORT
		EXHIBIT D Terminal Level 6 Lufthansa German Airlines	
		CC#: lgal	DATE: 07/02/18

R16-1-6-15-25



Lufthansa
R16-1-6-W5-N25-1
189.7 sq. ft.

CONC. WALL (BY CITY)
STUD/STYRENE WALL (BY CITY)
GLASS WALL (BY CITY)
TENANT LEASE LINE
COLUMNS
NIC = Not Included
(In Lease or Sq. Ft. Calc.)



EXCLUSIVE USE PREMISES

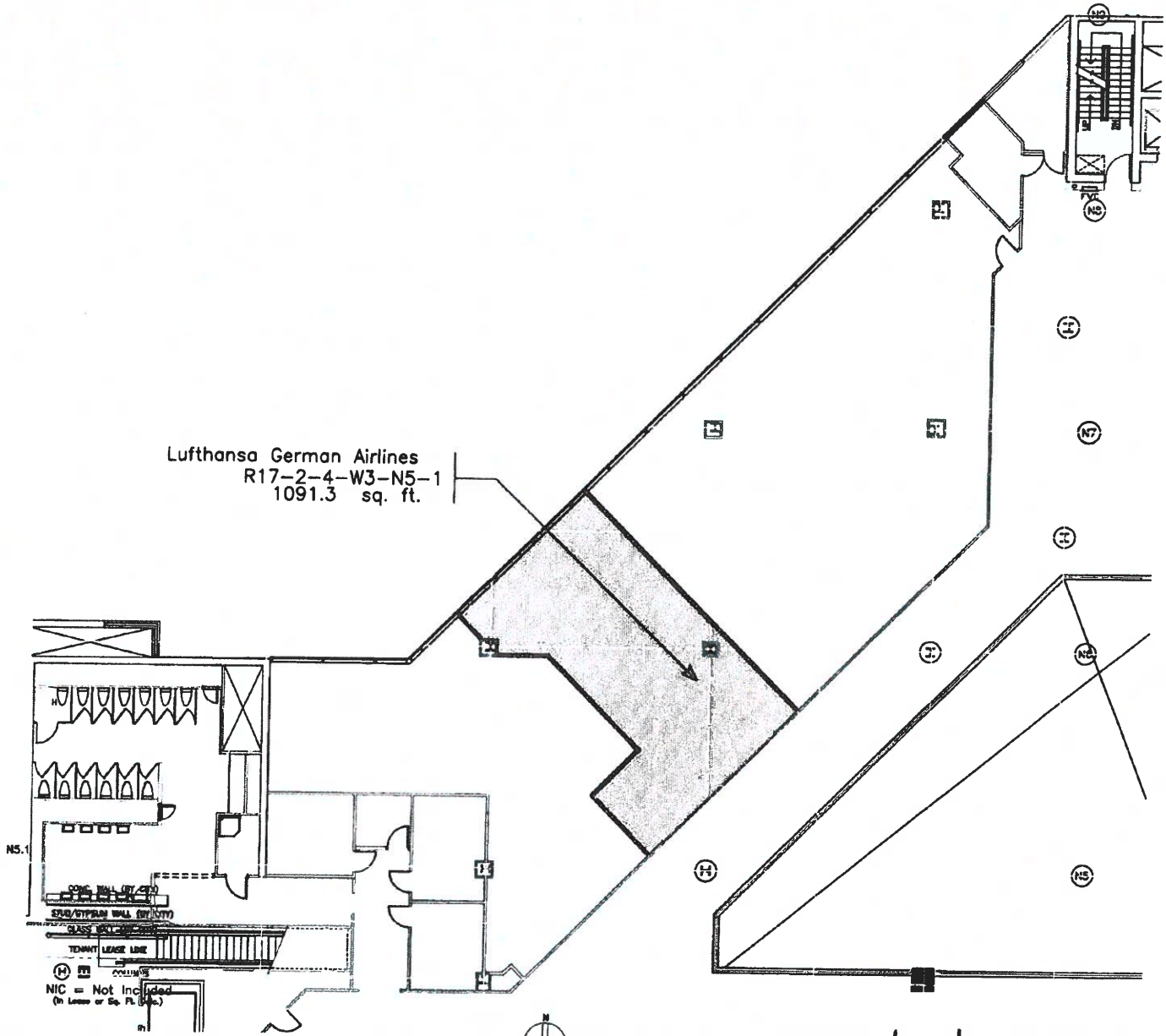
Ronald Horn
MANAGER OF DESIGN

NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

<p>KEY PLAN TERMINAL AREA</p>		REVISED	DENVER INTERNATIONAL AIRPORT
		EXHIBIT D Terminal Level 6 Lufthansa German Airlines	
		CC#: Igal	DATE: 11/01/05

R16-1-6-15-19

W5 W4 W3 W2 W1



Lufthansa German Airlines
R17-2-4-W3-N5-1
1091.3 sq. ft.



SCALE 1" = 20.00'



Ronald Horn
MANAGER OF DESIGN

NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

 KEY PLAN CONCOURSE A		REVISED	DENVER INTERNATIONAL AIRPORT
		EXHIBIT D Concourse A Mezz. Level Federal Aviation Administration	
		CC#: lgal	DATE: 2/9/06

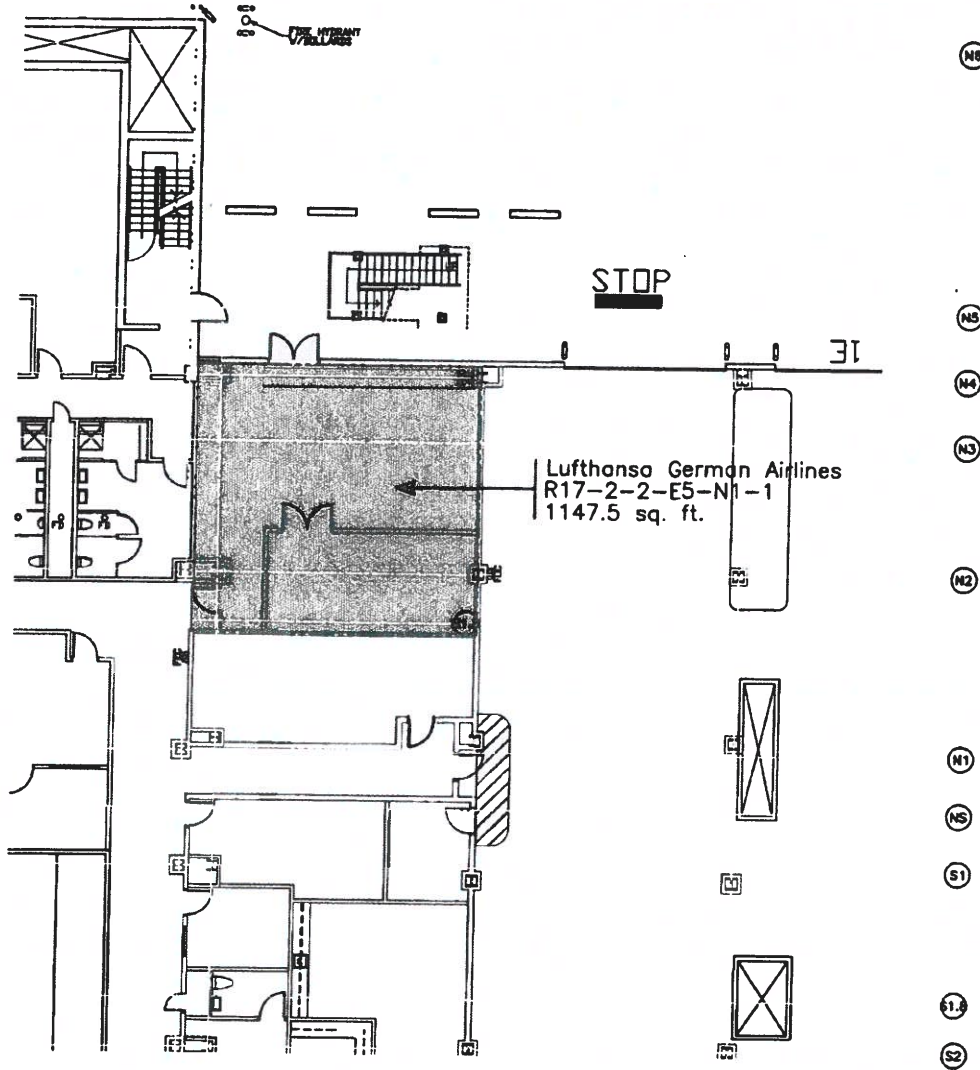
R17-2-4-16-5

E5 E6

E7

E8

CRANE
INTERCEPTOR



CONCR. WALL (BY CITY)
 STAIN/OUTSIDE WALL (BY CITY)
 GLASS WALL (BY CITY)
 TYPICAL LEASE LINE
 COLUMNS
 NIC = Not Included
 (In Lease or Sup. Pl. Cont.)



SCALE 1" = 20.00'



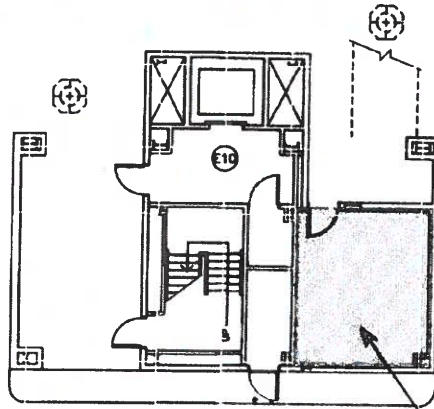
Ronald Horn
 MANAGER OF DESIGN

NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

 KEY PLAN CONCOURSE A		REVISED 5/10/05	DENVER INTERNATIONAL AIRPORT	
		EXHIBIT D Concourse A Apron Level Lufthansa German Airlines		
		CC#: lgal	DATE: 1/16/01	

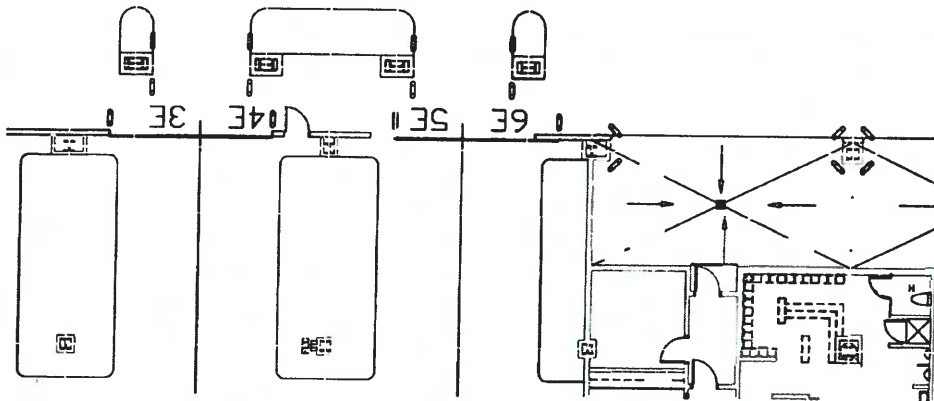
R17-2-2-15-37

E9 E10 E11 E12



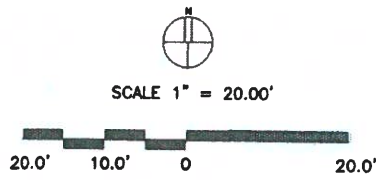
Lufthansa
R17-2-2-E10-N6-1
314.7 sq. ft.

N7.2
N6.8
N6.6
N6.1



N5.1
N4
N3
N2

CONC. WALL (BY CITY)
STUD/DIFFERENTIAL WALL (BY CITY)
GLASS WALL (BY CITY)
TENANT LEASE LINE
COLUMNS
NIC = Not Included
(In Lease or Site Plan Code.)

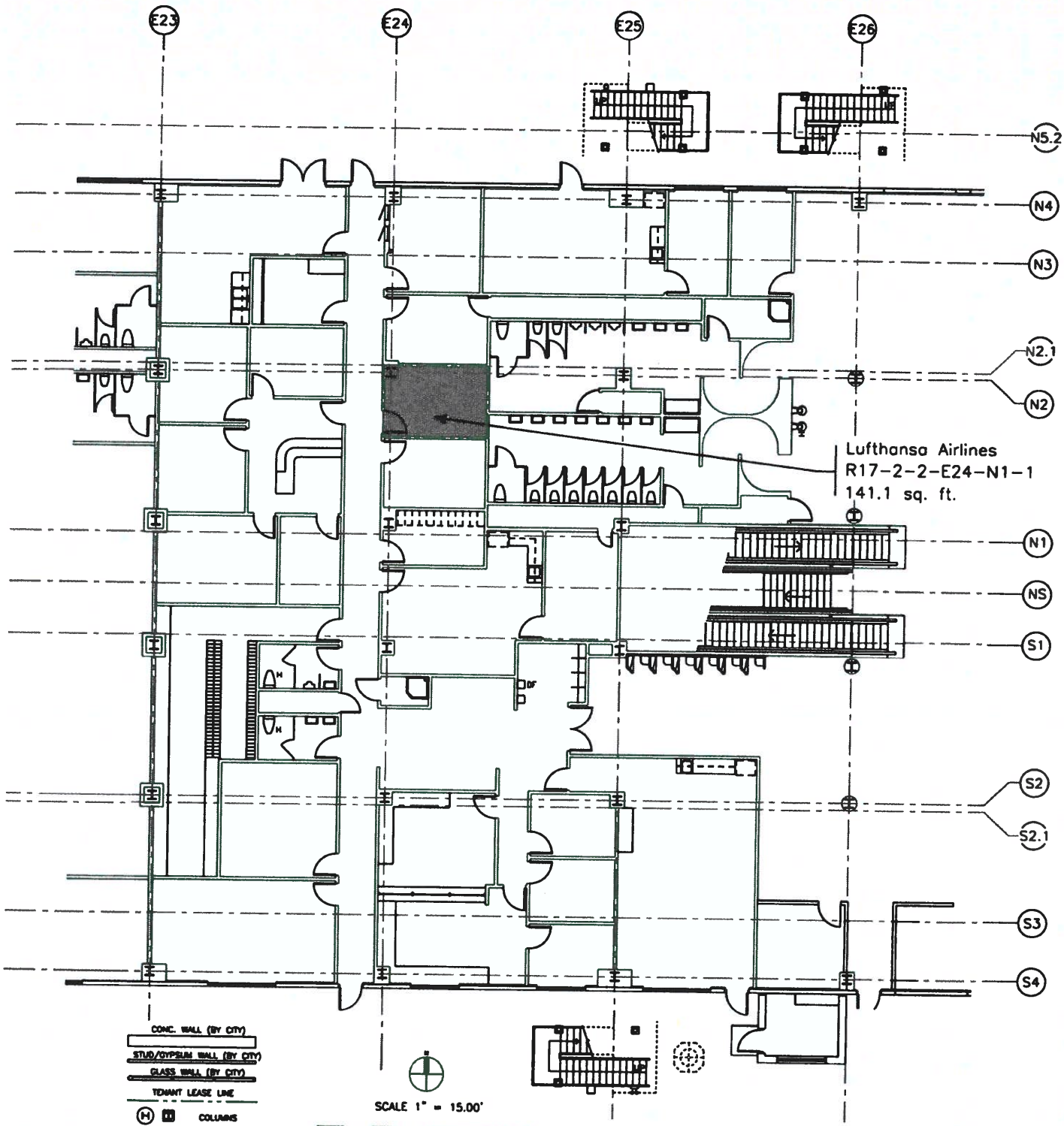


Ronald Horn
MANAGER OF DESIGN

NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

 KEY PLAN CONCOURSE A		REVISED	DENVER INTERNATIONAL AIRPORT
		EXHIBIT D Concourse A Apron Level Lufthansa	
		CC#: LGAL	DATE: 7/01/10

R17-2-2-1



Lufthansa Airlines
R17-2-2-E24-N1-1
141.1 sq. ft.

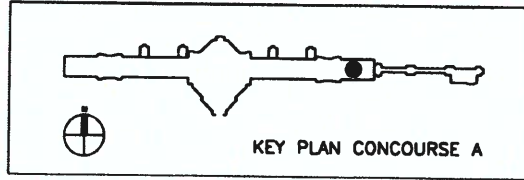
- CONC. WALL (BY CITY)
- STUB/CYPRIN WALL (BY CITY)
- CLASS WALL (BY CITY)
- TENANT LEASE LINE
- (H) (C) COLUMNS

SCALE 1" = 15.00'



NOTE:
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DEN Property Management



REVISED	DENVER INTERNATIONAL AIRPORT	
	EXHIBIT D Concourse A Apron Level Lufthansa Airlines	
CC#: Igal	DATE: 03/28/18	

R17-2-2-15-177