

**AIRCRAFT PARKING GROUND
LEASE AGREEMENT**

Between

CITY AND COUNTY OF DENVER

And

UNITED AIRLINES, INC.

At

DENVER INTERNATIONAL AIRPORT

**AIRCRAFT PARKING GROUND
LEASE AGREEMENT**

THIS AIRCRAFT PARKING GROUND LEASE AGREEMENT (the “**Lease**”), is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, acting for and on behalf of its Department of Aviation (the “**City**”), and **UNITED AIRLINES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Delaware and authorized to do business in the State of Colorado (the “**Airline**”) (collectively, the City and the Airline are the “**Parties**”).

WITNESSETH

WHEREAS, the City owns and operates Denver International Airport (the “**Airport**”) and has the power to grant rights and privileges with respect thereto, as hereinafter provided; and

WHEREAS, the Airline is a certificated air carrier in the business of providing scheduled air passenger service and transporting property, cargo and mail, or one or more thereof, to and from the Airport by aircraft; and

WHEREAS, the City and Airline entered into an Airport Use and Facilities Lease Agreement dated January 7, 1992, as amended and supplemented by a Stipulated Order dated November 21, 2003, providing for the assumption of the lease as amended, pursuant to Section 365(a) of the Bankruptcy Code, and by the 2005, 2005-2, 2006, 2007, 2009, 2012, 2014, 2015, 2020, 2021, 2022, and 2023 Lease Amendments (collectively, the “**Use and Lease Agreement**”) with respect to certain facilities at the Airport; and

WHEREAS, the Airline seeks to construct, operate, and maintain, at its sole cost, an aircraft parking area for parking up to 5 wide-body aircraft or 20 narrow-body aircraft, to be located south of taxiway Zulu (the “**ZS RAP Pad**”); and

WHEREAS, the Parties now wish to enter into this Lease to govern, for the Term (as defined Part V hereof), the Parties’ rights and obligations with respect to the Airline’s use and lease of the Ground (as defined below) for the purposes of designing, constructing, and operating at the ZS RAP Pad.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Airline do hereby mutually undertake, promise and agree, each for itself and its successors, as follows:

**PART I
LEASE AND USE OF THE PROPERTY**

1.01 LEASE OF GROUND.

The City hereby leases to the Airline, and the Airline hereby leases from the City, the ground as set forth in *Exhibit A* (the “**Ground**”), on the terms and conditions set forth in this Lease. The City expressly reserves from this Lease (i) all water, gas, oil and mineral rights in and

under the soil and (ii) a public right of flight through the air space above the Ground, as defined below. The Parties agree that the total square footage of the Ground equals **909,439.5** square feet. The Ground, together with the ZS RAP Pad, shall be referred to collectively as the “**Property.**”

1.02 USE AND OWNERSHIP OF THE ZS RAP PAD AND AIRLINE’S RIGHTS TO BUY-OUT COSTS.

A. The Airline shall have the right to use the Ground for the purposes of (i) designing and constructing the ZS RAP Pad and other related improvements, in accordance with the Project Documents, as defined in Section 2.04, and (ii) operating and maintaining the ZS RAP Pad on the Ground once the construction is complete.

B. The following operations or uses shall be prohibited at the ZS RAP Pad: (i) aircraft deicing; (ii) aircraft fueling (but de-fueling aircraft at the ZS RAP Pad shall be permitted, provided such de-fueling operations comply with all applicable rules and regulations); (iii) aircraft maintenance and repair work, except for emergency repair work as may be authorized under DEN Rule 140.08 or other light maintenance work on the aircraft parked at the ZS RAP Pad; and (iv) aircraft runup operations. Notwithstanding the foregoing, Airline shall be allowed to use the ZS RAP Pad for deicing activities subject to the Airline’s design and construction of required and necessary deicing infrastructure, which would include, but is not limited to, dedicated stormwater collection for both active deicing and fugitive runoff areas, storage (ponds/tanks) for high and low concentration stormwater, and conveyance(s) for moving high concentration glycol-containing fluids to the glycol recycling plant and low concentration glycol-containing fluids to a pond. Airline will need approval from the CEO prior to commencing any deicing activities at the Property, which approval is contingent on the CEO’s confirmation (which confirmation shall not be unreasonably conditioned, withheld or delayed), that the ZS RAP Pad was in fact designed and built as required to allow deicing activities.

C. Upon Substantial Completion, as defined below, ownership of the ZS RAP Pad, including all improvements, fixtures and equipment which are constructed on the Ground, shall vest in Airline. Upon the expiration or early termination of this Lease, title to the ZS RAP Pad shall automatically transfer to the City, at no cost to the City. Airline shall have the exclusive use of the Property until the expiration or early termination of this Lease.

D. Notwithstanding Sections 1.02.C, 1.03 and 1.04, the City shall have the following rights with respect to the Property:

1. Subject to the City’s obligation to pay Airline the Buy-Out Amount, as provided in Section 1.02.H below, if the City (x) requires the use of all or any portion of the Property for construction and improvements related to a taxiway or concourse improvement project that the City is undertaking, or (y) intends to use the Property for City common use aircraft parking positions, then the City shall have the right, upon no less than three months’ prior written notice from the City to Airline, to remove from the Lease (a “**City Removal**”), and thus take ownership of, any or all of the Property. After such removal and so long as City has paid to the Airline the Buy-Out Amount (which payment shall be made in accordance with

the timing requirements set forth in Section 1.02.H), Airline will no longer have exclusive use of such portion of the Property that is subject to City Removal. A City Removal may include the entire ZS RAP Pad (in which case this Lease will be terminated), a portion of the ZS RAP Pad, or individual aircraft parking positions. Following any City Removal, that portion of the Property removed by the City will no longer be subject to this Lease, and the City will provide Airline with updated ***Exhibits A and B*** depicting the portions of the Property that remain in Airline's leasehold interest.

2. Notwithstanding anything contained herein to the contrary, if the City exercises its right set forth above with respect to only a portion, but not all, of the Property and Airline, in its reasonable judgement determines the area remaining as United's leasehold under this Lease after the City Removal is insufficient or otherwise not suitable for Airline's use or operations, Airline shall have the right to terminate this Lease with respect to all or any portion of the Property remaining subject to this Lease. Upon any such termination by Airline, City shall have the obligation to reimburse Airline as set forth in Section 1.02.H below.

E. Airline shall have the right to assign or sublet, all or a portion of, its interests in the Property by giving the City 120-days' advanced notice (an "**Assignment Notice**") of Airline's intent to assign or sublet all or a portion of its interest in the Property. The City shall have 45-days from receipt of the Assignment Notice to either approve or deny Airline's assignment or sublease request, which approval or denial shall be at the CEO's reasonable discretion, taking into account the City's FAA Grant Assurance obligations. If the City does not respond to Airline's request for an assignment or sublease in the 45-day period provided above, the Airline's request shall be deemed approved. If an assignment or sublease is approved, Airline shall provide the City with a copy of the assignment or sublease agreement demonstrating that the assignee or sublease tenant is obligated to comply with the terms and conditions of this Lease. If the City denies the Airline's assignee or sublease request, then Airline shall have the right to terminate this Lease with respect to either all of the Property or the portion of the Property with respect to which the Airline was entering an assignment or sublease, and in case of such termination, the City shall reimburse Airline the Buy-Out Amount as provided in Section 1.02.H below.

F. If, in Airline's reasonable judgment, City construction, including any construction as contemplated in Section 8.02.B and C hereof, adversely affects Airline's use or occupancy of the Property or Project, Airline shall have the right to terminate this Lease with respect to all or a portion of the Property upon thirty (30) days' prior written notice to the City and, in case of such termination, the City shall reimburse Airline the Buy-Out Amount as provided in Section 1.02.H below.

G. If either the City or the Airline exercises its right to terminate this Lease in connection with the expiration or termination of the Airport Use and Lease Agreement as set forth in Section 5.01 below (except for termination by the City of the Airport Use and Lease Agreement in case of Airline's default thereunder), the City shall pay to Airline the Buy-Out Amount as set forth below.

H. If (1) Airline exercises its right to terminate this Lease pursuant to Section 1.02.D.2, Section 1.02.E, Section 1.02.F, Section 1.02.G above or Part V below, (2) City exercises its right to terminate this Lease pursuant to Section 1.02.G or Section 5.01 below, or (3) at any time the City exercises its City Removal right as set forth in Section 1.02.D.1 above, the City shall reimburse Airline Airline's unamortized Project cost (the "**Buy-Out Amount**"), on a per-square foot basis, for (x) in case of (1) and (2) above, that portion of the Property with respect to which Airline terminates this Lease, and (y) in case of a City Removal, that portion of the Property subject to the City Removal. Airline's unamortized costs shall be calculated based on the actual Project costs, including hard and soft costs, (collectively, the "**Project Costs**") incurred by Airline to construct the Project, calculated using a straight-line depreciation of Airline's Project Costs based upon a 30-year depreciation period. Within 60 days after the effective date of Airline's termination of this Lease with respect to all or a portion of the Property as provided above or the effective date of the City Removal, as applicable, Airline shall provide the City with the detailed invoices identifying the Project Costs, which Project Costs will be used to calculate the Buy-Out Amount. Within 60 days of its receipt of the invoices substantiating the Project Costs documents, City shall pay to Airline the Buy-Out Amount via ACH or wire transfer using instructions that will be provided by Airline. The provisions of this Section 1.02.H shall survive the expiration or earlier termination of this Lease.

1.03 ACCESS.

Subject to any rules and regulations adopted and promulgated by the City regarding the Airport, including, without limitation, any nondiscriminatory rules and regulations governing entrance to and use of the Airport, the Airline has the right of access, ingress to and egress from the Property for the Airline's aircraft and associated ground service equipment; provided that nothing herein shall change the Airline's obligations under the Use and Lease Agreement.

1.04 MODIFICATION OF ACCESS ROUTE.

Upon reasonable prior written notice to the Airline, the City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such access, ingress and egress to and from the Property, and any other area at the Airport, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided is substituted therefor and is concurrently made available therefor. The Airline hereby releases and discharges the City from any and all claims, demands or causes of action which the Airline may have against the City from time to time, arising or alleged to arise out of the closing of any roadway, taxiway/apron or other right-of-way for such access, ingress and egress to or from the Property, or other area at the Airport, so long as the City makes concurrently available a means of access, ingress and egress reasonably equivalent to that existing prior to each such modification.

PART II CONSTRUCTION OF THE PROJECT

2.01 DEFINITIONS.

A. **Definitions.** As used in this Lease:

1. As used in this Part II only, “**City**” means the City and County of Denver and its departments or agencies, but not the DDOA.
2. “**Contractor**” means, collectively, Jviation Inc. (“**JVI**”), with whom the Airline has entered into an agreement for the design of the Project, and Flatiron Construction Corp., with whom the Airline has entered into an agreement for the management and performance of the preconstruction and construction of the Project and the Work, and each of their successors and assigns or other entities with Airline may enter into agreements for the design and construction of the Project.
3. “**Contractor Agreements**” means Airline’s agreements with the Contractors, including all Contract Documents as defined therein, whereby the applicable Contractor will provide design, preconstruction and construction services in connection with the construction of the Project.
4. “**Construction Period**” means that period that begins on the Effective Date of this Lease and ends on (and including) the issuance by the Contractor of the Certificate of Substantial Completion.
5. “**DDOA**” means the Denver Department of Aviation.
6. “**Current Facility Plans**” shall mean the Project design plans existing as of the Effective Date.
7. “**Project**” shall mean the design, construction, and management of the construction of the ZS RAP Pad, as generally depicted in *Exhibit B*.
8. “**Work**” means all construction and services, including all design and preconstruction services and construction services, required by the Contractor Agreements and the Contract Documents to perform and complete the ZS RAP Pad, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contractor Agreements. The Work includes all alterations, amendments, or extensions made by change order or other written orders or directives of Airline.

2.02 ACCEPTANCE AND INSPECTION OF THE GROUND.

The Airline covenants and represents that the Airline is familiar with the Ground and has had sufficient time and opportunity to independently examine and is sufficiently familiar with the

Ground layout and materials, the character and nature of all Ground constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Airline's own geotechnical investigation shall be the sole basis for knowledge used for design and construction in response to subsurface conditions and for establishment of the Project.

2.03 PROJECT COST.

A. Airline will be exclusively responsible for all costs, fees, and expenses associated with the construction of the Project as set forth in the Contractor Agreements and below. The City and the DDOA are not contributing any funds to the Project but have an interest in the Project as it concerns the functioning of the Airport. The Airline shall be responsible for the following costs and expenses:

1. Wages, salaries, and other such costs for Airline employees dedicated to the Project and for taxes, employee insurance benefits, and benefits required by law or collective bargaining agreements applicable to those persons.
2. Permit and inspection coordination, submission and any permit fees.
3. Costs of the premiums for any bonds and liability insurance that the Airline is required to maintain pursuant to the Lease.
4. Costs incurred by Airline for reproduction, telegrams, facsimile transmissions, long-distance telephone calls, and postage & express delivery charges in connection with the Work.
5. Costs incurred by Airline for the reasonable travel expenses incurred while traveling in discharge of duties in connection with the Work.
6. Costs associated with the implementation of any safety program for the Project, including any City inspection or audit of such safety program.
7. Costs incurred by Airline for any design professionals, consultants or third parties providing services to the Project.
8. Governmental sales, use or similar taxes directly attributable to the Work for which the Airline is liable and not subject to exemption.
9. Mock-up costs, and the costs of all tests, inspections and approvals, as may be required by the Project Contract Documents or applicable laws, ordinances or public authority for the performance of the Work.
10. Intellectual property royalties and licenses for items specifically required by the Contract Documents which are, or will be, incorporated into the Work.

11. Costs of debris and waste removal from the Ground and its proper and legal disposal.
12. Costs for temporary and permanent power, lighting, heat, sewer and water services as required to complete the Work and costs for snow removal as required.
13. Costs incurred by the Airline resulting from the failure of Airline or its consultants to coordinate their work with that of the City and its consultants, if any, after agreeing to the schedules thereof, or failure of Airline to comply with directives of the City not in conflict with said schedules.
14. Costs incurred by Airline to comply with the DDOA's PFAS Material Management Plan.
15. Costs incurred by the Airline to perform any and all reviews required under the National Environmental Policy Act.

2.04 THE PROJECT CONTRACT DOCUMENTS.

A. It is agreed by the Parties that the instruments, drawings and documents relating to the construction of the Project, listed in Subsection B below, constitute and shall be referred to as the "**Project Contract Documents**" and all of said instruments, drawings and documents taken together as a whole are hereby fully incorporated into the Lease as if they were set out verbatim and in full herein. The Project Contract Documents represent the entire and complete integration of all understandings between the City and the Airline for the construction of the Project and supersede all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the Parties. The intent of the Project Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Project. Airline shall execute the Project as set forth in Project Contract Documents.

B. The Project Contract Documents include the following and the parties agree the following have been previously provided to the City:

1. The Contractor Agreements (*Exhibit C*);
2. The Current Facility Design Plans (*Exhibit D*);
3. Airline's QA/QC Plan (*Exhibit E*);
4. Airline Construction Site Specific Safety Plan (*Exhibit F-1*);
5. Phasing Plan (*Exhibit F-2*);

6. Technical Specifications for the Project (*Exhibit G*);
7. Performance and Payment Bonds (in the form set forth in *Exhibit H*) and;
8. Safety Risk Assessment (*Exhibit I*).

2.05 SCOPE OF WORK.

A. Airline shall cause the Contractor to design and construct the Project in accordance with the Project Contract Documents, as well as the DDOA's Design Standards Manual and any applicable FAA requirements. Airline shall cause the Contractor to perform the Work under the Contractor Agreements in the most expeditious and economical manner, consistent with the interests of the Airline and the DDOA, and in a manner which satisfies the DDOA's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs.

B. The Project shall be designed and constructed in accordance with any applicable FAA requirements, as well as the ordinances and any applicable code or rule and regulation of the City and County of Denver, including the Airport Rules governing tenant construction specifications and other non-technical requirements in accordance with the Denver International Airport Design Standards Manual and Denver International Airport Environmental Management System Guidelines, and in accordance with the requirements of 42 U.S.C.A. § 1210 *et seq.*, 49 U.S.C.A. § 41705, and 14 C.F.R. § 382, and pursuant to any required building permit to be obtained from the City and according to the customary terms and conditions thereof. Material modifications of the Project Contract Documents (except for those identified in Sections 2.04.B.1) shall be subject to approval by the DDOA and the City, as applicable, which shall not be unreasonably withheld. The Airline may immediately commence and undertake the performance of any and all Work upon receipt of all required approvals from the DDOA and the City. Upon completion of the Construction Period, the Airline will furnish to the DDOA final "as built" drawings for the ZS RAP Pad in both hard-copy and electronic formats; DDOA shall specify the format requested for such copies.

C. Upon completion of the Work, Contractors shall issue of Certificate of Substantial Completion ("Substantial Completion") for the ZS RAP Pad, the Parties shall execute a letter, in the form attached as *Exhibit J*, confirming that the construction is completed and acknowledging that all Project requirements under this Part II of the Lease have been satisfied.

2.06 COORDINATION AND COOPERATION.

A. The Parties agree to fully cooperate and coordinate fully with each other in the performance of the Work. Airline shall provide the DDOA with its proposed construction schedule for the Project, and DDOA will have 30-days to review and approve the proposed construction schedule. If the DDOA fails to review and approve the construction schedule for the Project within such 30-day period, such schedule shall be deemed approved.

B. The Airline shall, as a continuing work item during the Construction Period, facilitate coordination, communication and cooperation regarding its performance hereunder with the City and DDOA. In addition, the Airline shall coordinate its efforts under this Part II of the Lease with all involved governmental and regulatory entities; provided that any required communications with the FAA for the Project shall only be undertaken by the DDOA.

C. **Airline general management and oversight of the Project.**

1. As between the City, DDOA, and Airline, Airline shall have the sole and exclusive right to (a) select any and all design professionals, contractors, and program management professionals as it shall reasonably require to timely and efficiently complete the Project; and (b) manage the design, construction, and operations of the Project and Contractor on a day-to-day basis, which shall be exercised in accordance with all applicable laws and requirements as set forth in the Lease. Airline shall manage the Project in such a manner that the Airport operates efficiently during such construction so as to minimize disruptions to Airport operations.

D. **Communications with, and Approvals by, the City and DDOA.**

1. The Airline will be responsible to apply for and obtain, at its cost, all required federal, state or local permits needed for the Work, including review and clearance under NEPA. Where DDOA consent is required, DDOA shall not unreasonably withhold consent. To the extent the Airline is required under the Project Contract Documents to obtain approvals of the DDOA, said approvals (or denials) shall be provided by the DDOA within ten (10) business days of a written request from Airline and if DDOA fails to respond in such ten (10) business day period, it shall be deemed to have provided its approval. To the extent approvals are required by the City, the Airline will obtain such approvals. The DDOA agrees to assist Airline, in a reasonable manner, with obtaining such City approvals, but Airline acknowledges that DDOA cannot control the response, including response time, of other City departments. In addition to any other notice requirement set forth in this Lease, the Airline will provide the DDOA Project Manager with monthly reports concerning the ongoing construction of the Project along with appropriate supporting documentation. Airline shall hold, and invite DDOA Project Manager participation, bi-weekly construction coordination meetings and safety meetings, to be conducted pursuant to Sections 2.06.B of the Contractor Agreements.

E. The DDOA may have available for Airline's use for the Work certain recycled concrete or soil (from Airport "**borrow-site**") materials. Airline shall coordinate with the DDOA project manager if Airline wishes to use any such materials for the Work. DDOA will charge Airline for any such materials used by Airline or its Contractors based on the price sheet attached as *Exhibit K*.

2.07 BONDS AND INSURANCE DURING CONSTRUCTION PERIOD.

A. Bonds Required of Airline and Contractor.

1. During the Construction Period, Airline shall require payment and performance bonds from the Contractor as set forth in in the form provided in *Exhibit H*. Contractor shall name the City and County of Denver and the Denver Department of Aviation as dual obligees on said Bonds with the appropriate rider. Payment and performance bonds must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor and the CEO. Before the Work can begin on the Project, Airline shall have furnished such surety bonds and appropriate Powers of Attorney.

B. Insurance.

1. Airline will cause its general contractors, construction managers, architects, and subcontractors to obtain the insurance required in *Exhibit L*, which shall apply only for the term of the performance of the Work during the Construction Period.

2.08 PREVAILING WAGE REQUIREMENTS.

A. Airline shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, Denver Revised Municipal Code (“**D.R.M.C.**”) including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date. Airline shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

B. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date this Lease was fully executed.

C. Airline shall provide the Denver Auditor with a list of all contractors and subcontractors providing any services under the contract with respect to the Work. As used herein, the “**Denver Auditor**” is the City official whose office and duties are established in Article V of the City and County of Denver Charter.

D. Airline shall provide the Denver Auditor with electronically-certified payroll records for all covered workers employed under Contractor Agreements.

E. Airline shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

F. If Airline fails to pay workers as required by the Prevailing Wage Ordinance, the Auditor may enforce the Prevailing Wage Ordinance in a manner provided by law, including the

Prevailing Wage Ordinance. The City also may, by written notice, suspend or terminate Work if Airline fails to pay required wages and fringe rates.

2.09 COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISES REQUIREMENTS.

A. This Lease is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”); and any Rules and Regulations promulgated pursuant thereto. The Airline’s Goal Commitment for MWBE participation for this Lease is 25% as stipulated in the Division of Small Business Opportunity’s (“**DSBO**”) MWBE Commitment Form submitted by the Airline.

B. Under § 28-68, D.R.M.C., the Airline has an ongoing, affirmative obligation to maintain for the duration of this Lease, at a minimum, compliance with the MWBE participation upon which this Lease was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Lease through change order, contract amendment, or other modification under § 28-70, D.R.M.C. The Airline acknowledges that:

1. If directed by DSBO, the Airline is required to develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Airline must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
2. If change orders or any other contract modifications are issued under the Lease, the Airline shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
3. If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Lease, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Airline shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Airline must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope

or participation. The Airline shall supply to DSBO all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

5. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Airline is required to comply with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

6. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

7. Failure to comply with these provisions may subject Airline to sanctions set forth in § 28-76 of the MWBE Ordinance.

8. Should any questions arise regarding specific circumstances with respect to the DSBO requirements, the Airline should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

PART III PAYMENTS UNDER THIS LEASE

3.01 PAYMENT OF MONTHLY RENT.

A. Rental payments for the Ground shall commence on the Effective Date. The rental fee for the Ground ("**Ground Rent**" or "**Monthly Rent**") shall be paid per month, pro-rata for any partial month, based upon the rental rates set forth in the City's Airport Rules and Regulations ("**Airport Rules**"), Part 120 Fees and Charges, at Section 120.01.09, available at the Airport website, https://www.flydenver.com/about/administration/rules_regulations. The current applicable rental rate under Rule 120.01.09 is \$1.03 per square foot. At the current rental rate as set forth in Rule 120, the annual Ground Rent is \$936,722.69 per year, payable in monthly installments of \$78,060.22. This Ground Rent rate is subject to change as the City may update, amend or change the applicable rental rate through the Airport Rules so long as the City provides public notice of such update, amendment or change.

B. There shall be no Aircraft Parking rent, under Airport Rule 120, owed by Airline for the ZS RAP Pad ("**Parking Rent**") during the Term of this Lease, it being recognized and agreed that Airline is paying all costs for the construction, operation and maintenance of the ZS RAP Pad in lieu of paying any Parking Rent. If Airline's use and occupancy of the Property extends into holdover status following the expiration or early termination of this Lease, then Airline shall be required to pay Parking Rent, in addition to Ground Rent, to the City at the then-existing rate established in the Airport's Rates and Charges set forth in the Airport Rules, and based upon the final size (square feet) of the ZS RAP Pad, as set forth in the "as-built" plans. In this case, the Parking Rent shall be included within the term Monthly Rent.

**PART IV
PROVISIONS RELATING TO THE PROPERTY**

4.01 MAINTENANCE OF THE PROPERTY.

A. **Airline Maintenance Responsibilities.** Airline shall be responsible for the maintenance of all (i) pavement within the Property, including, without limitation, pothole repairs, joint sealing, concrete slab replacement and required FAA paint markings, and (ii) all improvements, fixtures and equipment which are constructed on the Ground by or on behalf of the Airline. All costs of maintenance, care and necessary or appropriate replacement of any part of the Property pavement shall be borne exclusively by the Airline during the Term of this Lease. The Airline covenants and agrees at its expense and without any cost or expense to the City, that:

1. The Airline shall keep the Property in good order and condition and will make all necessary and appropriate repairs and replacements to the Property, including, as applicable, electrical system, drainage system, lined detention pond, oil/water separators, pavement, and all other systems, equipment and infrastructure within the Property and exclusively serving the Property, in all cases subject to ordinary wear and tear;
2. The Airline shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health or likely to create a fire hazard or conducive to deterioration, to remain on any part of the Property or to be disposed of improperly;
3. The Airline shall at all times maintain the Property in accordance with all applicable codes of the City, including but not limited to, the Airport Rules, as may be amended or otherwise modified from time to time;
4. The Airline shall be responsible for maintaining all FAA required markings within the Property.
5. All Property maintenance and operation of the ZS RAP Pad and the Property conducted by Airline shall comply in all respects to all FAA requirements, including but not limited to all 14 C.F.R. Part 139 requirement, applicable to the use and operation of the ZS RAP Pad and the Property. In the event Airline receives written notice from the City, including the DEN Operations team, that Airline, in its maintenance and operations obligations at the ZS RAP Pad, has failed to comply with applicable FAA requirements, as set forth herein, Airline shall correct such non-compliance within 72 hours of written notice from the City, or such other time as agreed to by the parties. If the nature of the failure is such that such failure cannot be corrected in the time period provided above, Airline shall begin to diligently correct such failure in the time-period provided above. Notice of such maintenance or operational issues does not need to comply with the formal Notice requirements at Section 10.10, but such notice shall be in writing (and may take form of an email) sent to mark.h.adams@united.com and LeaseAdmin-CRE@united.com or to such other person(s) who may be designated by United for

such notices from time to time. Within 24 hours of Airline's remedy of any such non-compliance, Airline shall notify the City of such completion by sending an email to #DIA-AirsideAOM@flydenver.com.

6. Airline shall be responsible for snow removal within the Property, provided that Airline's snow removal operations shall not impede any City operations on any taxiways or other City-managed roadways. Airline shall coordinate its snow removal operations with the City to ensure there will be no interference with any airport operations resulting from Airline's snow removal activities.

4.02 ALTERATIONS TO THE PROPERTY.

A. Alterations to the Property.

1. Following Substantial Completion of the Work, any improvements, alterations, and additions to the Property shall in all respects be constructed in accordance with any applicable FAA requirements, as well as the ordinances and any applicable code or rule and regulation of the City and County of Denver, including the Airport Rules governing tenant construction specifications and other non-technical requirements in accordance with the Denver International Airport Design Standards Manual and Denver International Airport Environmental Management System Guidelines, and in accordance with the requirements of 42 U.S.C.A. § 1210 *et seq.*, 49 U.S.C.A. § 41705, and 14 C.F.R. § 382, and pursuant to any required building permit to be obtained from the City and according to the customary terms and conditions thereof. City approval shall be required for any Airline proposed or planned improvements, alterations, and additions to the Property.

2. Following Substantial Completion of the Work, the Airline agrees that it shall include in its contracts with its general contractors, pertaining to any construction on the Property, covenants that require the construction contractor and its subcontractors of any tier to pay all workers, mechanics and laborers according to rates and classifications established under the federal Davis-Bacon Act and Section 20-76 of the D.R.M.C., whichever is greater. The Airline further agrees, if requested by the City, to fully comply with the procedural requirements of Section 20-76 of the D.R.M.C.

4.03 RIGHT TO ENTER AND MAKE REPAIRS.

A. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right at such times as may be reasonable under the circumstances, upon reasonable prior written notice to the Airline, provided that no written notice is required in an emergency, and with as little interruption to the Airline's operations as is reasonably practicable, to enter upon the Property for the following purposes, it being understood and agreed that no such entry by or on behalf of the City shall cause or constitute a termination of

this Lease, be deemed to constitute an interference with the possession thereof by the Airline, or be considered a trespass by City:

1. To inspect the Property at reasonable intervals during regular business hours (or at any time in case of an emergency) to determine whether the Airline has complied and is complying with the terms and conditions of this Lease with respect to the Property.
2. To perform maintenance and make repairs and replacements in any case where the Airline is obligated to do so and has failed after reasonable prior written notice to do so, in which event the Airline shall reimburse the City for the reasonable cost thereof promptly upon demand and production by the City of documentation with respect thereto.
3. To perform maintenance and make repairs and replacements in any case where the City is obligated to do so, and in any other case where the City, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of the Property or to correct any condition likely to cause injuries or damages to persons or property; provided however, that Airline will be responsible to reimburse City for City's reasonable costs under this Section 4.03.A.
4. In the lawful exercise of the City's police power.

4.04 ABANDONMENT OF THE PROPERTY.

If the Airline ceases to occupy and use the Property for a period of six (6) consecutive months other than in connection with a Casualty or due to force majeure as described in Section 7.06 below, the City, acting by and through its CEO, may consider the Property, as the case may be, abandoned, and upon not less than thirty (30) days prior written notice to the Airline, may terminate this Lease. Such notice by the City shall not relieve the Airline of its obligations under this Lease related to the termination of this Lease.

4.05 DESTRUCTION OF PROPERTY.

If the Property or any portion thereof, is damaged or destroyed by fire, flood or natural disaster (a "Casualty"), then: (i) the Airline, after consultation and agreement with City, shall forthwith repair, reconstruct and restore the damaged or destroyed portions thereof to substantially the same condition, character, utility and value as existed prior to such Casualty, unless the City and the Airline agree that no such reconstruction is necessary or that reconstruction to some other condition, character, utility and value is appropriate or desired; or (ii) less than three years remain before the expiration of the Term, then Airline may terminate the Lease, in which case Airline shall, within 180 days of its termination notice, restore the Property to the condition that existed before the Effective Date.

4.06 ENVIRONMENTAL.

A. Definitions.

1. “**Environmental Law**” means federal, state and local laws, ordinances, rules, regulations and common law related in any way to the protection of the environment, health or safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (“**CERCLA**”), 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, whether now in effect or hereinafter enacted, promulgated, modified or amended, and including the regulations promulgated thereunder.

2. “**Hazardous Materials**” means any “hazardous material”, “hazardous substance,” “hazardous waste” “toxic substance”, “pollutant”, “contaminant,” “petroleum” and “natural gas liquids,” as those terms are defined or used in Section 101 of CERCLA or any other federal, State or local law, statute, ordinance, rule or regulation applicable to the Property, including any amendment of any of the foregoing, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos (whether encapsulated or not), urea formaldehyde, radioactive materials, and per-and polyfluoroalkyl substances.

3. An “**Airline Environmental Issue**” means any Adverse Environmental Condition for which Airline shall be primarily responsible under the terms of this Section 4.06 to remedy such Adverse Environmental Condition.

4. “**Remediation**” (or its verb form “**Remediate**”) means any cleanup, response, removal, remedial, corrective or other action to clean up, detoxify, decontaminate, treat, contain, prevent, cure, mitigate or otherwise remedy any release, threatened release, spill, or discharge of Hazardous Materials, and any action to comply with any Environmental Law with respect to a release, threatened release, spill or discharge of Hazardous Materials.

5. “**Adverse Environmental Condition**” means any violation of Environmental Law or any release, threatened release, spill, or discharge of contamination or hazardous materials on, at, under, from, or about the Property.

B. The Airline’s use of the Property shall comply with the DEN Environmental Management System Guidelines, which is subject to periodic change. The current version of the Environmental Guidelines is available at: https://www.flydenver.com/about/administration/environmental_management#guidelines. Airline is responsible for keeping itself apprised of any future updated versions of the Environmental Management System Guidelines.

C. **Environmental Audits.** With respect to the environmental condition of the Ground, within ninety (90) days before the expiration or earlier termination of the Lease (so long

as Airline has ample notice of such earlier termination of the Lease), the Airline shall obtain, at Airline's sole cost, and provide the City with a copy of, a Phase I Environmental Site Assessment performed in accordance with the then-existing standard for Phase I Environmental Site Assessments (the "**Airline Phase I**"), prepared by an environmental consultant reasonably acceptable to the City and authorizing the City to rely on the Airline Phase I. In the event Airline fails to obtain the Airline Phase I, the City may obtain a Phase I Environmental Site Assessment, the cost of which shall be reimbursed by Airline within thirty (30) days of receipt from the City of the invoice(s) for the Phase I Environmental Site Assessment.

D. Remediation of Adverse Environmental Conditions.

1. Airline shall be responsible for any Adverse Environmental Conditions which occur during the Term; provided, however, that (i) Airline shall have no responsibility and liability for any contamination or Hazardous Materials which have migrated onto the Property, except to the extent the off-site release was caused by Airline or the Airline's officers, employees, contractors, subcontractors, or agents; (ii) Airline shall have no responsibility or liability to the extent such Adverse Environmental Condition was caused by the City, or its officers, employees, contractors, subcontractors, invitees, or agents (and therefore, the City shall be responsible to the extent it caused such Adverse Environmental Condition); and (iii) Airline shall have no responsibility or liability for any Adverse Environmental Condition that occurred prior to the commencement of the Term or after expiration of the Term, unless any such Adverse Environmental Condition occurring after the expiration of the Term was directly caused by Airline.

2. If there is any sudden or accidental release or threat of release of any Hazardous Materials at the Property during the Term, then Airline shall (i) have the primary responsibility for making the appropriate initial reports to the applicable Federal, state or local administrative agency with applicable authority over the adverse environmental condition (the "**Regulator**"), and (ii) have the primary responsibility for taking the appropriate emergency actions to respond to the release or threat of release, including stopping and containing such release or threatened release.

3. Conduct of Remediation by Airline of an Adverse Environmental Condition. The following provisions shall apply when Airline is required under this Lease and any applicable Environmental Law to Remediate an Adverse Environmental Condition. All of the work required to be performed by Airline under this Section shall be at Airline's sole cost and expense.

a. Airline shall be primarily responsible for making any and all required reports, including, during the Term, initial notification of any Airline Environmental Issue, to the Regulator. In the event the Airline is no longer in possession of the Property or no longer has access to the Airport, City shall be responsible for initial notification of any Adverse Environmental Condition to the Regulator.

b. Airline will conduct the Remediation of any Airline Environmental Issue in full compliance with all applicable Environmental Law, including when necessary, removal and proper disposal of contaminants and Hazardous Materials. Unless otherwise directed by a Regulator, Airline's Remediation shall restore the applicable contaminated soils and groundwater to non-residential cleanup standards or their equivalent. Airline will cause all such Remediation to be performed by a fully certified and licensed contractor in full compliance with applicable local, state, and federal laws, regulations, and ordinances, including Airport Rules.

c. Airline will cause all such Remediation, including the submittal of any required periodic reports to the Regulator, to be commenced and performed within a reasonable time and with reasonable due diligence, keeping in mind Airline's business needs, until all legally applicable Remediation standards have been met and the Regulator has issued a "No Further Action Letter", or its reasonable equivalent, stating that no further Remediation is presently required under Environmental Law (a "**No Further Action Letter**").

d. Airline shall provide the City with a copy of any environmental report prepared by Airline or its agents that is submitted to a Regulator within thirty (30) days after its submission.

e. Airline shall provide the City with quarterly progress reports while there is any on-going Remediation being performed by Airline. The quarterly reports shall be submitted to the City on April 1, July 1, October 1 and January 5.

f. Within ten (10) days of receiving the No Further Action Letter (or its equivalent), Airline shall deliver a copy of the No Further Action Letter (or its equivalent) to the City. By no later than sixty (60) days (or if more than sixty (60) days is needed to perform such action, such reasonable time period as is necessary) after Airline's receipt of the No Further Action Letter (or its equivalent), Airline shall, at its sole cost and expense, restore the Property, and any improvements located on any other portion of the Airport impacted by the Remediation, to the condition that existed before the commencement of any Remediation, reasonable wear and tear excepted, by the Airline to address the adverse environmental condition.

g. In the event the Airline is no longer in possession of the Property, or no longer has access to the Airport as necessary to perform Remediation, then prior to entry onto the Property to conduct such Remediation, Airline shall provide seven (7) days prior written notice to the City, which notice shall include the identity of the entities and individuals who will require access and a description of the work to be performed. Airline agrees that, prior to accessing the Property or Airport to undertake any Remediation,

Airline shall provide or cause its contractors, agents and consultants to provide the City with certificates of insurance, from an insurance company licensed to do business in the State of Colorado, for each and every entity entering the Property or Airport, as reasonably required by the City.

E. The obligations set forth in Section 4.06 shall survive the expiration or early termination of the Lease; however, such period shall not exceed the time periods set for in the applicable statute of limitations period.

PART V TERM OF LEASE

5.01 TERM OF LEASE.

A. The term of this Lease shall commence on the Effective Date and unless terminated sooner in accordance with the terms of this Lease, shall expire thirty (30) years from the Effective Date (the “**Term**”).

B. Notwithstanding the foregoing, this Lease may be terminated at either the City’s or the Airline’s option upon thirty (30) days’ notice if the Airport Use and Lease Agreement expires or is terminated in accordance with its terms and, in case of any such expiration or termination (except for termination by the City of the Airport Use and Lease Agreement for Airline’s default thereunder), City shall pay Airline the Buy-Out Cost as set forth in Section 1.02.H above.

5.02 TERMINATION OF LEASE BY AIRLINE.

A. The Airline, at its option, may declare this Lease terminated upon the happening of any one or more of the following events:

1. If by reason of any action or non-action of any federal or other governmental agency having jurisdiction to grant a certificate of convenience and necessity, or similar document, authorizing the Airline to operate aircraft in or out of the Airport (including action in the nature of alteration, amendment, modification, suspension, cancellation or revocation of any such certificate, permit or document), the Airline shall cease to have authority to operate aircraft in or out of the Airport pursuant to such a certificate or document, provided that a. such governmental action or non-action was not requested by the Airline, and the Airline made all reasonable efforts to prevent such governmental action or non-action, or in the alternate, b. the City had a reasonable opportunity to appear before such federal or other governmental agency and be heard in opposition to such governmental action or non-action prior to the occurrence, if it desired to do so or, in the alternate, c. the Airline gave the City reasonable advance notice that such governmental action or non-action was being requested or might occur, and the Airline made a reasonable effort to the end that the City might have an opportunity to appear and be heard as aforesaid; or

2. If by legislative action of the United States the Airline is deprived of such certificate or similar document; or
3. If a court of competent jurisdiction issues an injunction or restraining order against the City or any successor body to the City preventing or restraining the Airport for airport purposes in its entirety, or the use of any part thereof which may be used by the Airline and which is substantially necessary to the Airline for its operations, and if such injunction remains in force for a period of ninety (90) days or more and is not stayed by appeal or a writ of error; or
4. If the City's operation of the Airport is substantially restricted by action of any federal or other governmental agency having jurisdiction with respect thereto which substantially and adversely affects, for a period of at least ninety (90) days, the Airline's use of the Airport in the conduct of its air transportation business; provided, however, that none of the foregoing is due primarily to any fault of the Airline; or
5. If the Airport Use and Lease Agreement expires or is terminated.

5.03 SURVIVAL OF CERTAIN PROVISIONS.

Upon termination of this Lease, the parties hereto shall be relieved from all obligations hereunder except as set forth in Sections 1.02.H, 2.07, 4.06, 7.02, 7.05, 10.02, and 10.10. The right of any party hereto to terminate this Lease shall not in any manner affect or limit such party's right to exercise any other right or remedy it may then have under applicable law.

5.04 SURRENDER AND HOLDING OVER.

A. The Airline covenants that at the expiration or early termination of the Lease, it will quit and surrender such Property in good state and condition, except for reasonable wear and tear, and damage due to the negligent or willful act or omission by the City. The City shall have the right on such termination to enter upon and take possession with or without process of law, without liability for trespass.

PART VI GENERAL PROVISIONS

6.01 "CEO" DEFINED.

As used in this Lease, the term the "CEO" shall mean the Chief Executive Officer of the City's Department of Aviation or the CEO's successor in function having jurisdiction over the management, operation and control of the Airport.

6.02 CEO'S AUTHORIZED REPRESENTATIVE.

Wherever reference is made herein to the "CEO's authorized representative," or words of similar import are used, it shall mean the Chief Financial Officer of the City's Department of

Aviation or his/her successor in function (the “CFO”). The CFO shall be such authorized representative of said CEO until notice otherwise is hereafter given to the Airline.

6.03 AGREEMENTS WITH THE UNITED STATES.

This Lease is subject and subordinate to the provisions of any agreements between the City and the United States relative to the operation or maintenance of the Airport, 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, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Improvement Act of 1982, as amended. The provisions of *Appendix 1*, attached hereto, are incorporated herein.

6.04 BOND ORDINANCE.

A. This 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.

B. To the extent property subject to this Lease was financed by the net proceeds of tax-exempt bonds and such property is owned by the City, Airline 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. To the extent any such property is subject to this Lease, the Airline agrees to make an irrevocable election (binding on itself and all successors in interest under this Lease) not to claim depreciation or an investment credit with respect to any property subject to this 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.

6.05 LAWS, REGULATIONS AND AGREEMENTS TO BE OBSERVED; DISPUTE RESOLUTION.

A. The Airline shall not use, or permit the use by parties authorized by the Airline, the Property, or any other portion thereof, or any part of the Airport to which it is granted a right of use or occupancy by this Lease, for any purpose or use other than those authorized by this Lease, or hereafter authorized in writing by the CEO. No use shall be considered authorized by this Lease if such use would adversely affect the tax-exempt status of Airport Revenue Bonds.

B. The Airline shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with the rules and regulations governing the use of the Property and any other portion of the Airport used by the Airline pursuant to this Lease as may from time to time be adopted and promulgated by the City for the management, operation and control of the Property, including those pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided, however,

such rules and regulations shall not be inconsistent with the rights herein granted to the Airline; provided, further, that nothing herein shall be considered to restrict the lawful police power of the City.

C. The Airline shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by federal, state, local or other governmental bodies (including without limitation the City Charter, the D.R.M.C., City Executive Orders, and the City's fiscal rules) and applicable to or affecting the Airline and its operations and activities in and at the Airport, including the Property, and also including using the Airfield Area in accordance with the Federal Aviation Administration's flight tracks and other restrictions and limitations regarding noise emanating from departing aircraft from the Airport, as set forth in the Final Environmental Impact Statement for the New Denver Airport.

D. It is agreed and understood by the parties hereto that if the Airline disputes any determination made by or on behalf of the City pursuant to the authority of the manager of aviation related to this Lease, such dispute shall be subject to Section 5-17, D.R.M.C.

E. The Lease shall be deemed to have been made in the City and County of Denver, State of Colorado, and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the D.R.M.C., Rules, Regulations, Executive Orders and fiscal rules of the City.

PART VII PERFORMANCE BOND, INDEMNIFICATION AND INSURANCE

7.01 GUARANTY OF PERFORMANCE.

A. The guaranty of performance Airline has agreed to in the Use and Lease Agreement shall extend to Airline's obligations under this Lease. Nevertheless, in the event this Lease extends past the Term of any applicable use and lease agreement with Airline, the following provisions shall apply to this Lease:

1. Except as otherwise provided by Airport Rules, as they may be adopted or amended from time to time, upon execution of this Lease, the Airline shall deliver to the CEO, and shall maintain in effect at all times during the term of this Lease, including a period of six (6) months after expiration or earlier termination of the Lease, a valid, corporate performance bond or an irrevocable Letter of Credit, in an amount equal to three (3) months of Monthly Rent, payable without condition to the City, with surety acceptable to and approved by the City's CEO, which bond or irrevocable letter of credit shall guarantee to the City full and faithful performance of all of the terms and provisions of this Lease to be performed by the Airline, and as said Lease may be amended, supplemented or extended.

2. Alternatively, the Airline may modify any Use and Lease Agreement letter of credit or performance bond to include this Lease, deliver the same to the CEO upon the commencement of the term of this Lease and maintain modified Use and

Lease Agreement letter of credit or performance bond in effect at all times during the term of this Lease, including a period of six (6) months after expiration or earlier termination of the Lease.

B. Notwithstanding the foregoing, if at any time during the term hereof, the CEO reasonably deems the amount of the guaranty insufficient to properly protect the City from loss hereunder because the Airline is or has been in arrears with respect to such obligations or because the Airline has, in the reasonable opinion of the CEO, violated other terms of this Lease, the Airline agrees that it will, after receipt of reasonable, prior written notice, increase the surety bond to an amount required by the CEO in its reasonable discretion; provided however, the percentage increase in the amount of the surety bond shall not exceed the annual percentage increase that has occurred with respect to the Airline's rental and fee rates in effect under this Lease.

7.02 INDEMNIFICATION.

A. Airline agrees to indemnify and save harmless the City, its officers, agents and employees, from and against (1) any and all loss of or damage to property, or injuries to, or death of, any person or persons, including property and officers, employees and agents of the City; and (2) all claims, damages, suits, costs, expense, penalties, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, which in any way result from, or arise out of, Airline's operations under this Lease and the acts, omissions, or wrongful conduct of officers, employees, agents, contractors or subcontractors of the Airline, including without limitation, the provision or failure to provide security as herein required and the use, disposal, generation, transportation or release of Hazardous Substances at the Airport by the Airline, its contractors, employees, agents, customers, or anyone claiming or acting by or through the Airline.

B. Airline further agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Airfield, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Airline's employees, agents, contractors or subcontractors and such incursion or breach results in a civil penalty action being brought against the City by the United States Government, Airline agrees to reimburse the City for all expenses, including reasonable attorneys' fees, incurred by the City in defending against the civil penalty action and for any civil penalty or settlement amount paid by the City as a result of such incursion or breach of airfield or sterile area security. The City shall notify Airline of any allegation, investigation, or proposed or actual civil penalty sought by the United States Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this Paragraph include but are not limited to those paid or incurred as a result of violation of Transportation Security Administration regulations, including 49 C.F.R., Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

C. The terms of this indemnity include an agreement by Airline to indemnify, defend and hold harmless the City from and against any and all expense, loss, claim, damage, or liability suffered by City by reason of Airline's breach of any Environmental Law in connection with any of Airline's acts, omissions, operations or uses of property relating to this Lease, or such a breach by the act or omission of any of Airline's officers, employees, agents, or invitees, whether direct

or indirect, or foreseen or unforeseen, including (but not limited to) all cleanup and remedial costs actually and reasonably incurred to satisfy any applicable obligation required by Environmental Law; and reasonable legal fees and costs incurred by City in connection with enforcement of this provision, but excluding damages solely relating to diminution in value of City real property.

D. The City agrees that (1) the Airline need not save harmless or indemnify the City against damage to or loss of property, or injury to or death of persons, caused by the negligence or willful acts of the City, its officers, employees, contractors and agents, and (2) the City will give prompt written notice to the Airline of any claim or suit and the Airline shall have the right to assume the defense and compromise or settle the same to the extent of its own interest.

7.03 INSURANCE.

A. At all times during the term of this Lease, the Airline is required and agrees, at its own cost and expense, to provide and keep in force for the benefit of the Airline and the City, a policy, or policies, of insurance coverage not less than the types and amount specified in *Exhibit L*. In the event that additional insurance, not specified therein, is required during the term of this Lease and available, the Airline shall supply such insurance at the City's cost. The CEO may increase the limit of insurance required when, in the CEO's reasonable discretion, he deems the amount stated herein is insufficient.

B. Such insurance policy, or policies, and certificates of insurance evidencing the existence thereof shall cover all operations of the Airline on the Property (except the coverage required and provided pursuant to federal or state law or regulation), and shall be with a company reasonably acceptable to and approved by the CEO and City Attorney, acting reasonably, and shall insure the Airline's agreement to indemnify the City as set forth in the indemnification provisions set forth in Section 7.02. The amount of insurance required hereunder shall in no way limit the liability of the Airline as provided in Section 7.02 of this Lease. The City shall be named an additional insured on all liability insurance to the extent the same is allowed under said policies. Each such policy or certificate (to the extent allowed under applicable law) shall contain a special endorsement stating "This policy will not be materially changed or altered or canceled without first giving thirty (30) days written notice by certified mail, return receipt requested, to the CEO of Department of Aviation, Denver International Airport, AOB - 9th Floor, 8500 Peña Boulevard, Denver, Colorado 80249-6340." All such policies of insurance, or copies thereof, shall be made available for review by the City at such times and places as reasonably required by the CEO. Certificates of Insurance evidencing the existence of said policies shall be delivered to and left in the possession of said CEO.

C. The Airline further covenants and agrees at all times to maintain adequate Worker's Compensation Insurance in accordance with any present or future Colorado law with an authorized insurance company, or through the Colorado State Compensation Insurance Fund, or through an authorized self-insurance plan approved by the State of Colorado insuring the payment of compensation to all its employees.

7.04 LIENS.

A. Except to the extent inconsistent with other provisions of this Lease, the Airline covenants and agrees to pay promptly all lawful taxes, excises, license fees and permit fees applicable to its operations on the Property and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon said Property, and further agrees not to permit any of said taxes, excises or license fees to become delinquent. The Airline also covenants and agrees not to permit any mechanic's, materialman's, or any other lien related to the Airline's construction of alterations, including the ZS RAP Pad, to be foreclosed upon the Ground and improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished at the request of the Airline by any mechanic or materialman. The Airline further covenants and agrees, except for amounts contested by the Airline, to pay promptly when due all bills, debts and obligations incurred by it in connection with its operation of said business on the Airport, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Ground which will in any way impair the rights of the City under this Lease. The Airline shall have the right to contest any such mechanic's, materialman's or any other lien, and the Airline shall not, pending the termination of such contest, be obligated to pay, remove or otherwise discharge such lien or claim so long as Airline gives the City reasonable advanced notice of Airline's election to contest the lien. The Airline agrees to indemnify and save harmless the City from any loss as a result of the Airline's action as aforesaid.

B. If the Airline shall in good faith proceed to contest any such tax, assessment or other public charge, or the validity thereof, by proper legal proceedings which shall operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such taxes, assessments or other public charges, the Airline shall not be required to pay, discharge or remove any such tax, assessment or other public charge so long as such proceeding is pending and not disposed of; provided, however, that the Airline, not less than five (5) days before any such tax, assessment or charge becomes delinquent, shall give notice to the City of the Airline's intention to contest its validity. If such notice is so given by the Airline to the City and such contest is conducted in good faith by the Airline, the City shall not, pending the termination of such legal proceedings, pay, remove or discharge such tax, assessment or other charge.

7.05 LOSS OR DAMAGE TO PROPERTY.

The City shall not be liable for any loss of property by theft, burglary, damage or Casualty at or from the Property or for any damage to person or property on the Property resulting from (i) airport operations during the term of this Lease including but not limited to operating electric lighting, (ii) wind, water, rain or snow, which may come into or issue or flow from any part of said Property, (iii) any pipes, plumbing, wiring, gas or sprinklers (iv) any Casualty, or (v) other cause whatsoever, and the Airline hereby covenants and agrees to make no claim for any such loss or damage at any time. This Section 7.05 shall not apply to any environmental issues at the Property.

7.06 FORCE MAJEURE.

Neither the City nor the Airline shall be deemed to be in breach of this Lease by reason of failure to perform any of its obligations under this Lease if, while and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, extreme weather conditions, earthquake, riots, rebellion and any circumstances for which it is not responsible and which are not within its reasonable control. This provision shall not apply to failures by the Airline to pay Monthly Rental or other charges, or to make any other money payment whatsoever required by this Lease, except in those cases where provision is made in this Lease for the abatement of such rents, fees, charges or payments under such circumstances.

PART VIII QUIET ENJOYMENT; INCONVENIENCES DURING CONSTRUCTION; PROPERTY TAKE-BACK

8.01 COVENANT OF QUIET ENJOYMENT.

Unless an event of default shall have occurred and is continuing, and without prejudice to the City's rights available for uncured defaults by the Airline, the City covenants that the Airline shall peacefully have and quietly enjoy the Property; provided, however, it is recognized that certain temporary inconveniences may occur during construction, as described more fully in Section 8.02, below.

8.02 INCONVENIENCES DURING CONSTRUCTION.

A. The Airline recognizes that from time to time during the term of this Lease it will be necessary for the City to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Airline in its operations at the Airport. The Airline agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by reason of minor inconvenience or minor discomfort as a result of such action and, for and in further consideration of the Lease, the Airline waives any right to claim damages or other consideration for such minor inconvenience or minor discomfort except to the extent caused by the City's negligence or willful misconduct; provided, however, nothing contained herein shall relieve the City from its obligations to reimburse Airline as set forth in Section 1.02.H or affect Airline's rights as set forth in Sections 1.02.F and G. In exercising its rights hereunder, City shall provide as much prior written notice to the Airline as reasonably possible, provided that no written notice is required in an emergency, and the City shall cause as little interruption to the Airline's operations and its rights under this Lease as is reasonably practicable.

B. Notwithstanding Section 8.02.A, Airline understands and agrees that the Property is adjacent, and likely connected to, the City's planned future Taxiway ZS. If and when the City

undertakes the construction and subsequent operation of Taxiway ZS, there may be impacts to the Airline’s use of the Property. The Airline hereby releases and discharges the City from any and all claims, demands or causes of action which the Airline may have against the City from time to time, arising or alleged to arise out of the City’s construction and use of Taxiway ZS; provided, however, nothing contained herein shall relieve the City from its obligations to reimburse Airline as set forth in Section 1.02.H or affect Airline’s rights as set forth in Sections 1.02.F and G.

C. Notwithstanding Section 8.02.A, Airline further understands and agrees that the City reserves the right to construct and operate its own aircraft parking positions on the land immediately west of the Property, and that such additional aircraft parking may be constructed as a physically-connected continuation of the ZS RAP Pad. If and when the City undertakes the construction and subsequent operation of such additional aircraft parking positions, there may be impacts to the Airline’s use of the Property. The Airline hereby releases and discharges the City from any and all claims, demands or causes of action which the Airline may have against the City from time to time, arising or alleged to arise out of the City’s construction and use of such additional aircraft parking positions; provided, however, nothing contained herein shall relieve the City from its obligations to reimburse Airline as set forth in Section 1.02.H or affect Airline’s rights as set forth in Sections 1.02.F and G.

**PART IX
EVENTS OF DEFAULT AND REMEDIES**

9.01 EVENTS OF DEFAULT DEFINED.

A. The occurrence of any one or more of the events described in the following subsections (1)-(3) of this Section 9.01 shall constitute a “**default**” for all purposes of this Lease; and each such default shall, after the giving of notice, if any, passage of time, if any, or occurrence of an event, if any, specified in the subsection describing such default, constitute an “**event of default**” for all purposes of this Lease:

1. Failure by the Airline to pay when due any Monthly Rental required to be paid under Part III, after fifteen (15) days’ written notice and an opportunity to cure.
2. Any material breach by the Airline of any of its representations or warranties made in this Lease, any failure by the Airline to make any payment required to be made by it hereunder (other than a failure to pay any Monthly Rental, which is addressed at Section 9.01.A.1 or any failure by the Airline to observe and perform any of its covenants, conditions or agreements made on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice specifying such breach, failure to pay or failure to observe and perform and requesting that it be remedied, given to the Airline by the City in writing, unless (i) the City shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach, failure to pay or failure to observe and perform be such that it can be corrected but cannot be corrected within the applicable period, corrective action is instituted by the Airline within the applicable period and is being diligently pursued.

3. The dissolution or liquidation of the Airline; or the filing by the Airline of a voluntary petition in bankruptcy; or the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, against the Airline; or the filing of a petition or answer proposing the entry of an order for relief against the Airline under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or proposing the reorganization, arrangement or debt readjustment of the Airline under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within ninety (90) days after the filing thereof; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of the Airline) of all or a substantial part of the property of the Airline, and the failure of such a custodian to be discharged within ninety (90) days after such appointment; or the taking by such a custodian of possession of the Airline or a substantial part of its property, and the failure of such taking to be discharged within ninety (90) days after such taking; or the Airline's consent to or acquiescence in such appointment or taking; or assignment by the Airline for the benefit of its creditors; or the entry by the Airline into an agreement of composition with its creditors.

9.02 REMEDIES ON EVENTS OF DEFAULT.

A. Whenever any event of default referred to in Section 9.01 shall have happened and be continuing, the City shall have the right, at the City's election, then or at any time thereafter until such event of default has been cured or obviated, and subject to Section 9.03, to exercise any one or more of the following remedies:

1. The City may terminate this Lease, effective at such time as may be specified by written notice to the Airline, and demand (and, if such demand is refused, recover) possession of the Ground from the Airline. The City shall, by notice in writing to the Airline upon the occurrence of an event of default described in Section 9.01 hereof, declare all Monthly Rentals payable under this Lease to be due and payable immediately, and upon any such declaration the Monthly Rentals shall become and be immediately due and payable; provided, however, that the City shall not be required to take any action under this Section 9.02.A with respect to an event of default under Section 9.01 hereof;

2. The Airline shall remain liable to the City for damages in an amount equal to the Monthly Rentals and other payments required to be paid under this Lease and any other sums which would have been owing by the Airline hereunder for the balance of the term; provided, the City shall have a duty to mitigate its damages and use commercially reasonable efforts to relet the Ground as provided below;

3. The City may reenter and take possession of the Ground or any part thereof, without demand or notice to the extent allowed by law, and repossess the same and expel the Airline and any party claiming by, under or through the Airline, and remove the effects of both using such force for such purposes as may be necessary,

to the extent allowed by law, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Ground by the City shall be construed as an election by the City to terminate this Lease unless a written notice of such intention is given to the Airline. No notice from the City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by the City to terminate this Lease unless such notice specifically so states. The City reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving the Airline such written notice, in which event the Lease will terminate as specified in said notice. After recovering possession of the Ground, the City shall use commercially reasonable efforts to relet the Ground for such term or terms and on such conditions and upon such other terms as the City, in its sole reasonable discretion, may determine. The City may make such repairs, alterations or improvements as the City may consider appropriate to accomplish such reletting, and the Airline shall reimburse the City upon demand for all costs and expenses, including reasonable attorneys' fees, which the City may incur in connection with such reletting. The City may collect and receive the rents for such reletting, but the City shall in no way be responsible or liable for any failure to relet the Property following the use of commercially reasonable efforts to do so, or for any failure to collect any rent due upon such reletting. Notwithstanding the City's recovery of possession of the Property, the Airline shall continue to pay on the dates herein specified, the rental payments payable under Part III hereof and other amounts which would be payable hereunder if such repossession had not occurred, subject to offset for any rent paid to the City as a result of a reletting of the Property.

B. The City may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the Airline under this Lease.

9.03 NO REMEDY EXCLUSIVE.

No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given to such party under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**PART X
MISCELLANEOUS PROVISIONS**

10.01 LEASE BINDING.

This Lease shall be binding on and extend to any successors of the respective parties hereto.

10.02 PROPRIETARY OR CONFIDENTIAL INFORMATION.

A. Each party hereto understands and agrees that the Airline and the City, as applicable, may have access to private or confidential information that may be owned or controlled by the other party and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the party to whom such information belongs. Each party agrees that all non-public information disclosed by one party to the other shall be held in confidence and used only in performance of the Lease or in connection with such party's operations at the Airport. Each party shall exercise the same standard of care to protect such information as a reasonably prudent party would to protect its own proprietary data. For purposes of this Section 10.02, (a) physical information disclosed by a party will be deemed proprietary or confidential information only if such information is clearly identified as "confidential" or "proprietary" by the owner or such information, whether the City or Airline and (b) information disclosed orally or visually shall be deemed to be proprietary or confidential information only if the owner thereof, whether the City or Airline, identifies it as such at the time of disclosure or provides to the other party a written summary of such orally or visually disclosed information marked "confidential," "proprietary," or the like within five (5) business days after disclosure.

B. Notwithstanding the requirements of Section 10.02.A, Airline acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Airline agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City

C. In the event of a request to the City for disclosure of such information, the City shall advise Airline of such request in order to give Airline the opportunity to object to the disclosure of any material Airline may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Airline objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Airline agrees it will either waive any claim of privilege or confidentiality or shall have the right to intervene in such legal process to protect materials Airline does not wish disclosed. Airline agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Airline's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff.

10.03 PARAGRAPH HEADINGS AND INDEX.

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

10.04 CONDUCT OF CONTRACTOR'S PERSONNEL.

A. All contractors or subcontractors hired by Airline must conduct themselves in an orderly and disciplined manner while engaged in the performance of the Project both on and off of the Ground. The DDOA expects and will demand that the Airline enforce acceptable and appropriate conduct by all contractors or subcontractors to enhance job and public safety and to present to the public the best possible image of City and DDOA construction activities.

B. Should any employees or agents of contractors or subcontractor behave in a disorderly manner or be abusive to others by language or actions while engaged in the performance of the Project either on or off the Ground or the Temporary Access Property, and if the Airline fails to properly discipline the offender and provide reasonably satisfactory assurance that such behavior will not recur, the City or DDOA is authorized to demand that the Airline no longer assign the offender to the Project. Upon such written demand and so long as Airline is not violating its agreement with such party, the Airline shall promptly remove that individual from the Project.

10.05 LEASE DOCUMENTS; ORDER OF PRECEDENCE.

A. This Lease consists of Articles I through X which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "**Lease Documents**"):

Appendix 1	Standard Federal Assurances
Exhibit A	Ground
Exhibit B	Project
Exhibit C	Contractor Agreements
Exhibit D	Current Facility Design Plans
Exhibit E	Airline's QA/QC Plan
Exhibit F-1	Airline Construction Site Specific Safety Plan
Exhibit F-2	Phasing Plan
Exhibit G	Technical Specifications for the Project
Exhibit H	Form of Performance and Payment Bonds
Exhibit I	Safety Risk Assessment
Exhibit J	Substantial Completion Notice
Exhibit K	Recycled Concrete and Fill Price Sheet
Exhibit L	Insurance Requirements

B. In the event of an irreconcilable conflict between a provision of Articles I through X and any of the listed attachments or between provisions of any attachments, such that it is

impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix 1
- Articles I through X
- Exhibit A
- Exhibit L
- Exhibit H
- Exhibit G
- Exhibit D
- Exhibit F-1
- Exhibit F-2
- Exhibit E
- Exhibit I
- Exhibit J
- Exhibit C
- Exhibit B
- Exhibit K

10.06 SIGNS.

The Airline agrees that no signs or advertising displays shall be painted on or erected in any manner upon the Ground or ZS RAP Pad without the prior written approval of the City's CEO or the CEO's authorized representative which consent shall be at the City's sole, but reasonable, discretion; and that signs identifying the Airline will conform to reasonable standards established by the CEO, or the CEO's authorized representative, with respect to type, size, design, location and content. Notwithstanding the foregoing, the Airline shall have the right to, at its own expense, install a sign, approximately equal in size to the existing sign, subject to the approval of the City, such approval not to be unreasonably withheld, and subject also to any limitations in place from federal regulatory entities.

10.07 PURCHASES BY AIRLINE.

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

10.08 NON-DISCRIMINATION.

A. The Airline, for itself, its successors and assigns, as a part of the consideration of this Lease does hereby agree as follows:

1. As more fully set forth in *Appendix 1* attached hereto and incorporated herein by reference, if facilities are constructed, maintained or otherwise operated on the Ground for purposes in which federal financial assistance is extended under a Department of Transportation program or activity, or for another purpose involving the provision of a similar service or benefit, the Airline shall maintain and operate the Property and services in compliance with all requirements of 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

2. The Airline will, in all of its operations and activities in and at the Property, comply with all applicable requirements of the Air Carrier Access Act, 49 U.S.C.A. § 41705, and regulations implementing such Act at 14 C.F.R. Part 382, and the Americans with Disabilities Act, 42 U.S.C.A. § 12101 *et seq.*, and all regulations implementing such Act.

10.09 NO PERSONAL LIABILITY.

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

10.10 NOTICES.

A. All notices hereunder must be in writing addressed to the person at the address specified herein (or to such other address of which the party notifies the other, in writing), and shall be sent by electronic communication to the email address set forth below followed by: (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) registered or certified mail, postage prepaid, addressed as set forth below. Notices shall be deemed delivered upon receipt or upon attempted delivery where such delivery is refused or mail unclaimed.:

If to City:

Chief Executive Officer
Department of Aviation
Denver International Airport
AOB - 9th Floor
8500 Peña Boulevard
Denver, Colorado 80249-6340

With a copy to:

Chief Financial Officer
Department of Aviation
Denver International Airport
AOB - 9th Floor
8500 Peña Boulevard
Denver, Colorado 80249-6340

If to Airline:

United Airlines
Corporate Real Estate Attn: Lease Administrator
233 S. Wacker Drive, 11th Floor
Chicago, IL 60606

With a copy to:

LeaseAdmin-cre@united.com

B. Provided that the parties or either of them, may designate in writing from time to time the addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Airline or said CEO.

10.11 PLACE AND MANNER OF PAYMENTS.

A. In all cases where the Airline is required by this Lease to pay Monthly Rental to the City, such payments shall be due and payable without notice and shall be made at the office of the Airport Revenue Fund, Denver International Airport, P.O. Box 492065, Denver, Colorado 80249-2065 or at such other place in the City and County of Denver as the City may hereafter designate by notice in writing to the Airline, and shall be made in legal tender of the United States. Any check shall be received by the City subject to collection, and the Airline agrees to pay any bank charges for the collection of any such check.

B. Any payment not made to the City or the Airline when due shall accrue interest at the rate of eighteen percent (18%) per annum commencing five (5) business days after such due date.

10.12 SEVERABILITY.

In the event any covenant, condition or provision contained in this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained if the invalidity of any such covenant, condition or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Lease.

10.13 SECURITY.

A. It is understood and agreed by the Airline that in addition to the Airline's responsibilities to maintain the Property as stated in Section 4.01, it shall take reasonable security precautions to maintain the Property in a manner as to keep it secure from unauthorized intrusion and shall with respect to any area of the Property opening to an Air Operations Area of the Airport provide for an adequate security system designed to prevent unauthorized persons or vehicles from entering such Air Operations Area. An "**Air Operations Area**" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "**adequate security system**" is further defined as providing for security at a standard no less than required and set out in Transportation Security Administration regulations, including 49 C.F.R., Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

B. It is further understood and agreed by the Airline that at any time during the term of this Lease when requested in writing by the CEO, or their authorized representative, the Airline shall submit to the CEO the security plans that are to be used and are being used by the Airline on any or all of the Ground or ZS RAP Pad.

10.14 WAIVERS.

A. No waiver of default by either party of any of the terms, covenants or conditions of this Lease to be performed, kept and observed by the Airline or the City shall be construed, or operate, as a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained to be performed, kept and observed by the Airline or the City.

B. The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by the Airline of any term, covenant or condition of this Lease other than the failure of the Airline to pay the particular rental so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.

10.15 AIRLINE BOOKS AND RECORDS.

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

10.16 CITY SMOKING POLICY.

The Airline and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99, or any successor executive order prohibiting smoking in all indoor buildings and facilities. The Airline agrees that it will take reasonable

actions to prohibit smoking by its employees and the public in the ZS RAP Pad except in specially designated areas.

10.17 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.

The Airline and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto, or any successor executive order concerning the use, possession or sale of alcohol or drugs.

10.18 THIRD PARTIES.

This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties (excepting any permitted successor to the City or Airline, as the case may be) any right to claim damages or to bring any suit, action or other proceeding against either the City or the Airline because of any breach of this Lease or because of any of the terms, covenants, agreements and conditions herein contained.

10.19 MASTER PLAN.

Without affecting and subject to the City's obligation to Airline the Buy-Out amount, Airline 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.

10.20 CITY NON-DISCRIMINATION.

In connection with the performance of work under the Agreement, Airline may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Airline shall insert the foregoing provision in all subcontracts.

10.21 COMPLIANCE WITH DENVER WAGE LAWS.

To the extent applicable to Airline's provision of Services hereunder, Airline shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law 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 and Civil Wage Theft Ordinances 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.

10.22 ENTIRE LEASE.

The provisions contained in this Lease constitute the entire agreement and understanding between the parties with respect to the subject matter thereof. The parties agree 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. This Lease cannot be changed or terminated orally. No alterations, amendments, changes or modification shall be valid unless executed by an instrument in writing by both parties hereto with the same formality as this Lease.

10.23 CONDITION; FINAL APPROVAL.

This Lease is expressly subject to, and shall not be or become effective or binding on the City until approved by Denver City Council and fully executed by all signatories of the City and a fully executed copy has been delivered to the Airline. This Lease shall not be binding on the Airline until it is binding on the City. The date of the final City Signature as reflected in the City's signature page below shall be the Effective Date.

10.24 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.

The Parties agree to the use of electronic signatures. This Lease may be signed electronically by either Party in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Lease 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 Lease 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.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-202366876-00
Contractor Name: United Airlines, Inc.

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

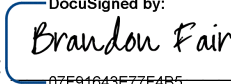
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202366876-00
United Airlines, Inc.

By:  _____
07F91643E77F4B5...

Name: Brandon Fair
(please print)

Title: Vice President Corporate Real Estate
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract / Lease / Agreement to which this Appendix is attached.

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

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

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Sponsor will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

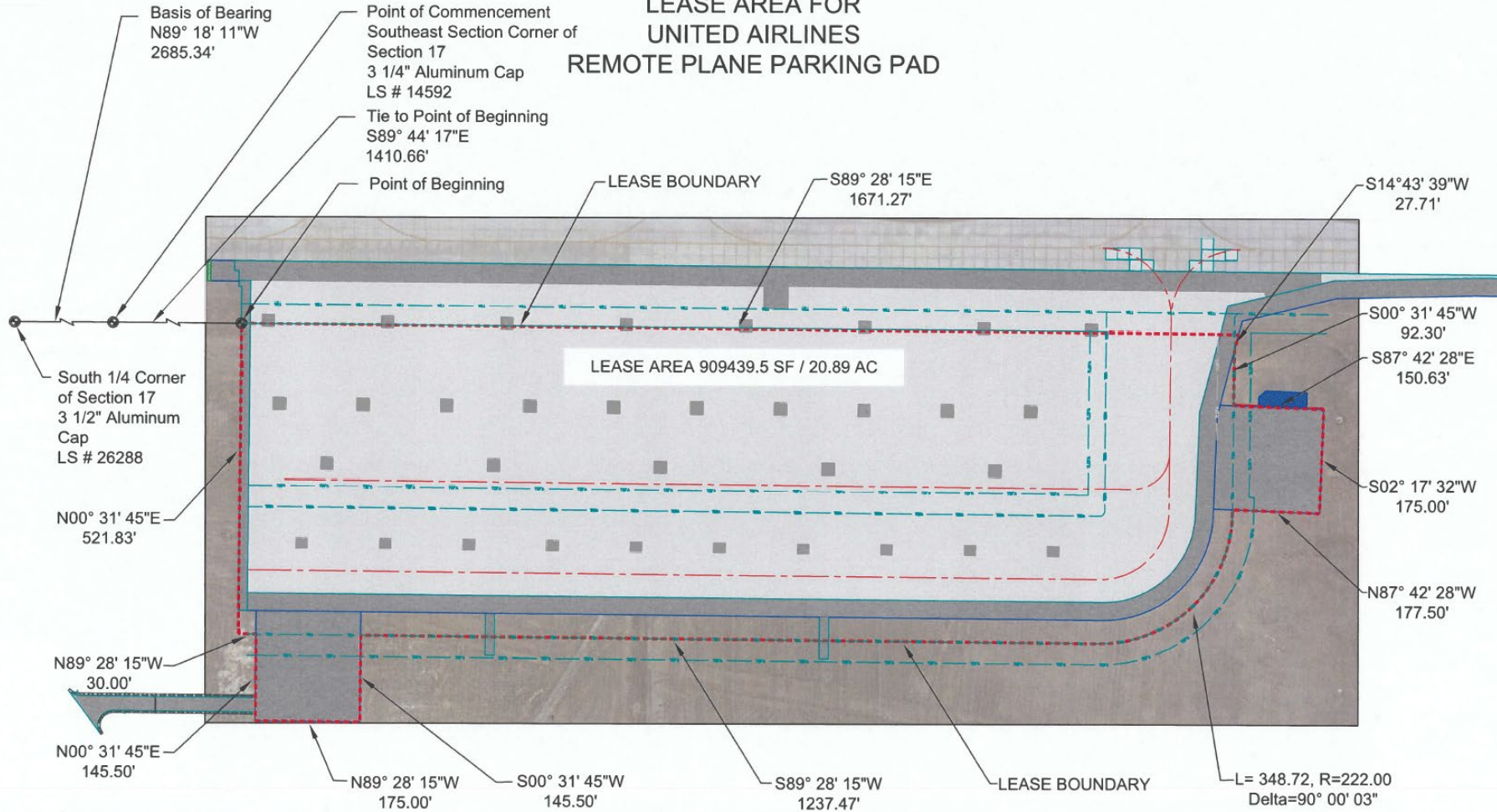
given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A LEASE AREA FOR UNITED AIRLINES REMOTE PLANE PARKING PAD



Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Right-of-Ways of record. It is intended only to depict the attached description

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.
 Jeffrey C. Scanniello
 COLO PLS# 36565



CITY AND COUNTY OF DENVER
 DEPARTMENT OF AVIATION
 DENVER INTERNATIONAL AIRPORT

United Airlines Lease Area
 Remote Aircraft Parking Pad
 Situated in Section 21 Township 2 South, Range 65 West of the
 6th Principal meridian, City and County of Denver, State of
 Colorado

SCALE	1"=60'
DATE	10/1/2024
DRAWN BY:	J.C.S.
CHECKED BY:	CB/RL
REQUESTED BY:	
SHEET NO.	

EXHIBIT B

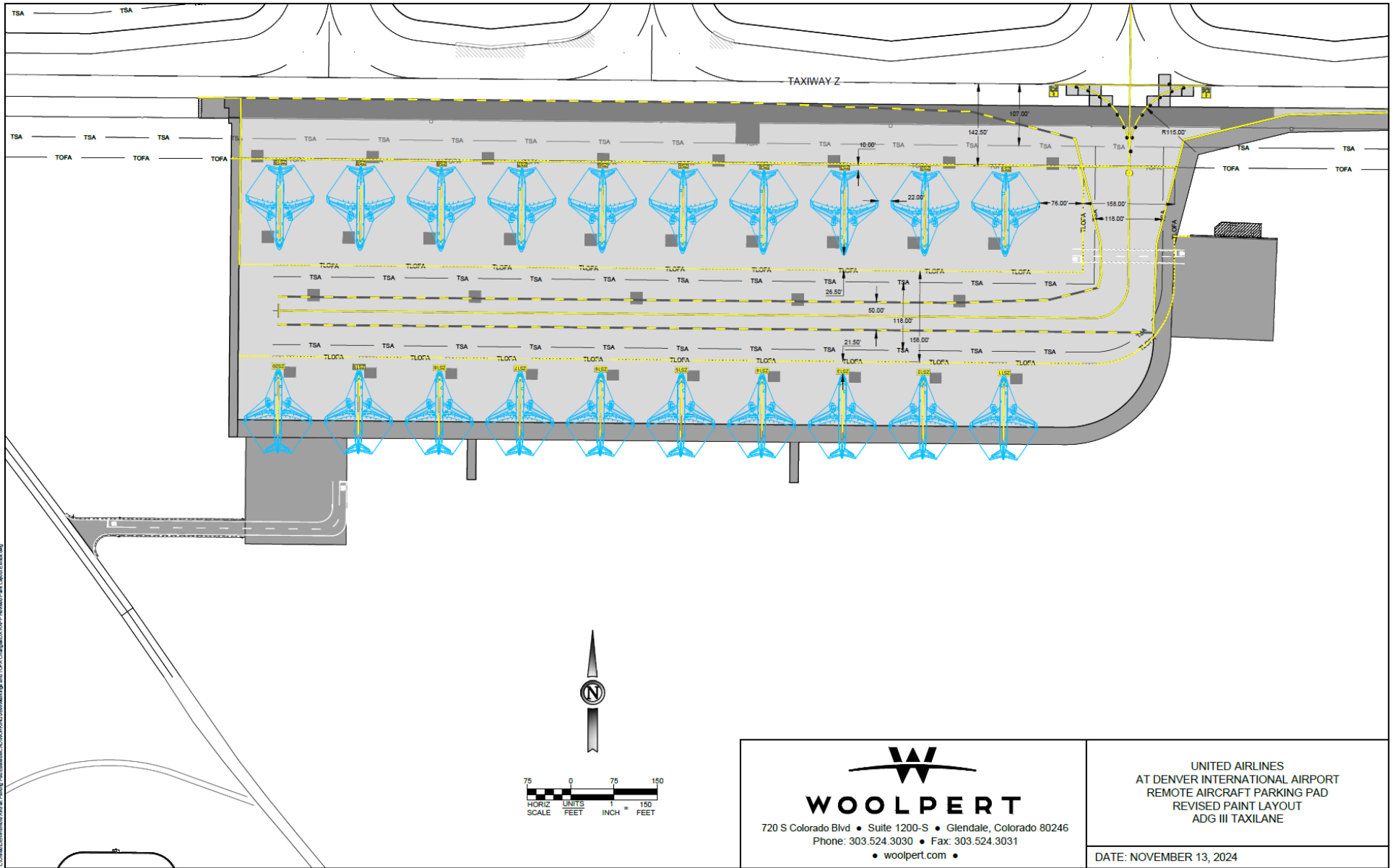


EXHIBIT C

CONTRACTOR AGREEMENTS

**United Airlines, Inc.
Aircraft Parking Ground Lease Agreement**

Contract No. 202366876-00

**Incorporated by Reference as found in File #20250023
at the Denver Office of the Clerk and Recorder**

EXHIBIT D

CURRENT FACILITY DESIGN PLANS

**United Airlines, Inc.
Aircraft Parking Ground Lease Agreement**

Contract No. 202366876-00

**Incorporated by Reference as found in File #20250022
at the Denver Office of the Clerk and Recorder**

EXHIBIT E

AIRLINE'S QA/QC PLAN

**United Airlines, Inc.
Aircraft Parking Ground Lease Agreement**

Contract No. 202366876-00

**Incorporated by Reference as found in File #20250021
at the Denver Office of the Clerk and Recorder**

EXHIBIT F-1

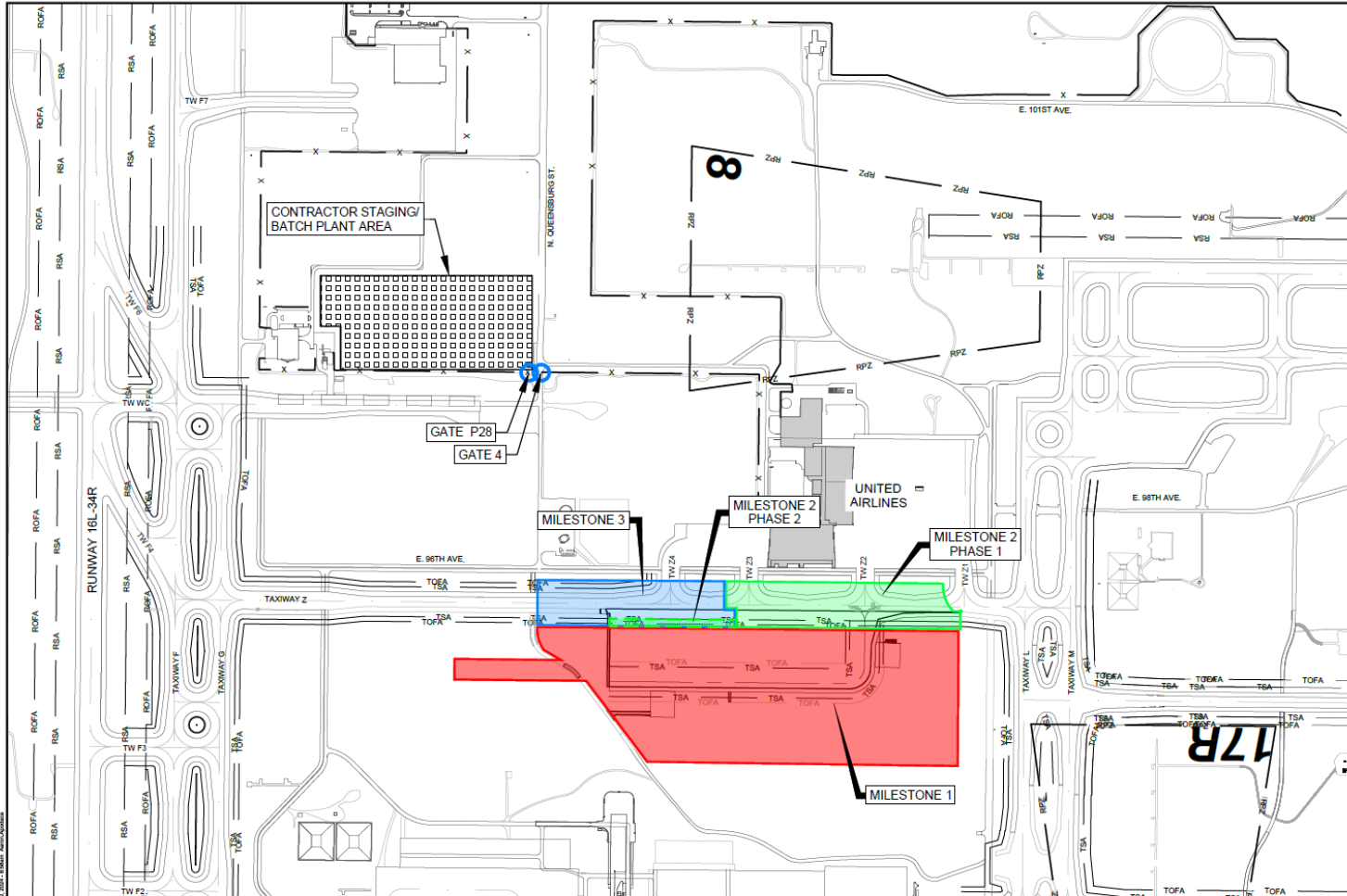
SITE SPECIFIC SAFETY PLAN

**United Airlines, Inc.
Aircraft Parking Ground Lease Agreement**

Contract No. 202366876-00

**Incorporated by Reference as found in File #20250020
at the Denver Office of the Clerk and Recorder**

EXHIBIT F-2



LEGEND

- ROFA RUNWAY OBJECT FREE AREA (ADG V)
- RSA RUNWAY SAFETY AREA (ADG V)
- TOFA TAXIWAY OBJECT FREE AREA (ADG V)
- TSA TAXIWAY SAFETY AREA (ADG V)
- TLOFA TAXILANE OBJECT FREE AREA (ADG V)
- X EXISTING PERIMETER FENCE
- EXISTING GATE LOCATIONS

- MILESTONE NOTES**
1. THE PROJECT CONSTRUCTION WILL BEGIN IN 2024.
 2. ANY LONG LEAD-TIME ITEMS SHOULD BE IDENTIFIED AS SOON AS POSSIBLE AND COORDINATED WITH THE RPR TO UNDERSTAND ANY IMPACTS ASSOCIATED WITH SUCH ITEMS ON THE PROJECT.
 3. THE CONTRACTOR SHALL COORDINATE ARFF ACCESS THROUGH THE ACTIVE WORK AREAS WITH THE RPR AND DEN AIRPORT OPERATIONS.
 4. A 10 DAY NOTICE SHALL BE GIVEN TO AIRPORT OPERATIONS IN WRITING PRIOR TO OPENING OR CLOSING WORK AREA FOR A MILESTONE.
 5. MILESTONE 2 WORK SHALL OCCUR DURING THE 2024 TYPICAL DEN CONSTRUCTION SEASON AND MAY NOT START ON THE CALENDAR DAY SHOWN IN THE CHART.
 6. TAXIWAY Z MUST BE OPEN TO AIRCRAFT TRAFFIC OCTOBER TO MAY.
 7. SCHEDULE SHOWN DOES NOT INCORPORATE ANY POTENTIALLY REQUIRED WINTER SHUTDOWN PERIODS THAT MAY BE REQUIRED.

CITY & COUNTY OF DENVER

UNITED AIRLINES
DENVER INTERNATIONAL AIRPORT
9900 PENNA BLVD.
DENVER, CO 80249

AVIATION
A WOOLPERT COMPANY

REMOTE AIRCRAFT PARKING PAD EASTSIDE

ISSUE RECORD

NO.	REV.	DESCRIPTION	DATE	FOR
1	1	ISSUE	03/08/2024	CLG



SCALE: 1" = 800'

DATE: MAY 27, 2023

DRAWN BY: A.P.A.

CHECKED BY: C.L.G.

FAX AP NO:

WORK BREAKDOWN NO.

DESIGN CONTRACT NO. UA23CRE03 XXXXX

CONST. CONTRACT NO.

VOLUME NO. 1

SHEET TITLE: **OVERALL MILESTONES**

SHEET NO. G-020

19 OF 268

CADD FILE NO. _JAL-2305-EA01-1-MILE-020

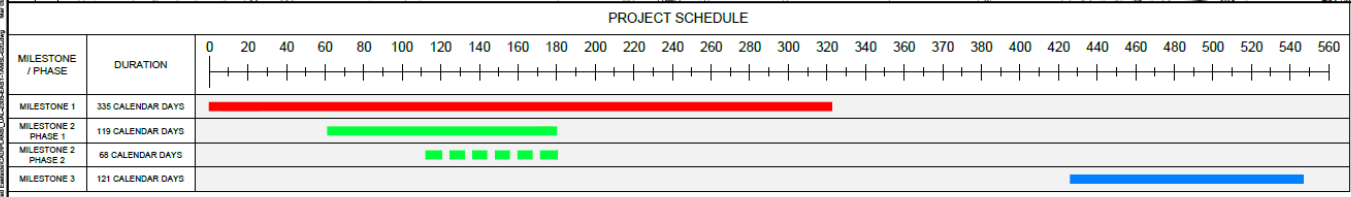
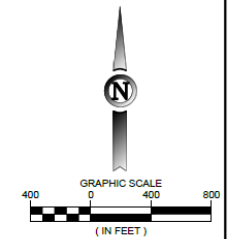


EXHIBIT G

TECHNICAL SPECIFICATIONS

**United Airlines, Inc.
Aircraft Parking Ground Lease Agreement**

Contract No. 202366876-00

**Incorporated by Reference as found in File #20250019
at the Denver Office of the Clerk and Recorder**

EXHIBIT H

Bond No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ (“Principal”), and _____, Surety herein, a corporation duly
organized under the laws of the State of _____ and authorized to issue surety bonds in the
State of Colorado, are held and firmly bound unto UNITED AIRLINES, INC. (“Airline” and/or
“Obligee”) in the sum of _____ DOLLARS (\$_____.00) for the payment of
which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has entered into that certain _____ Agreement, hereinafter
referred to as the “Contract,” with Airline dated the ____ day of _____, 2025, for pre-construction
and construction services related to the Airlines' ZS Remote Aircraft Parking Position project at the
Denver International Airport, Denver, Colorado (the “Project”); and

WHEREAS, the CITY AND COUNTY OF DENVER (“DEN”) is the owner of the real
property on which the improvements are to be constructed; and

WHEREAS, the DEN DEPARTMENT OF AVIATION (“DDOA”) manages the Denver
International Airport; and

WHEREAS, pursuant to that certain Aircraft Parking Ground Lease Agreement dated _____
_____, 2025 (the “Lease”) by and among the DEN and Airline, Airline is responsible for the
construction of the Project;

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal (a)
shall faithfully construct the improvements as provided in the Contract in accordance with the plans,
specifications, and contract documents, and (b) shall fully indemnify and save harmless Obligee from
all costs and damage which Obligee may suffer by reason of Principal’s default, and (c) shall reimburse
and repay Obligee all outlay and expense which Obligee may incur in making good such default, then
this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be, in default under the Contract,
Obligee, having performed Obligee’s obligations thereunder, may call upon the Surety who shall
promptly remedy the default and:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and
conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a
contract between such bidder and Obligee, and make available as work progresses (even
though there should be a default or a succession of defaults under the contract or contracts of
completion arranged under this paragraph) sufficient funds to pay the cost of completion less
the balance of the contract price; but not exceeding, including other costs and damages for
which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof.

The term “balance of the contract price” as used in this paragraph shall mean total amount payable by Obligee to Principal under, the Contract and any amendment; thereto, less the amount properly paid by Obligee to Principal.

Surety, for value received, stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of the laws of the State of Colorado. If any legal action be filed upon this Bond, exclusive venue shall lie in Denver County, State of Colorado.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this _____ day of _____ 2025.

Principal:

By:
Its:

Surety:

By:
Its:

[Attach Power of Attorney for Surety’s Attorney-in-Fact]

Approved:

UNITED AIRLINES, INC.

By:
Its:

Bond No.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, (“Principal”), and _____, Surety herein, a corporation duly organized under the laws of the State of __, and authorized to issue surety bonds in the State of Colorado, are held and firmly bound unto UNITED AIRLINES, INC. (“Airline” and/or “Obligee”) in the sum of _____ DOLLARS (\$_____.00) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into that certain _____ Agreement, hereinafter referred to as the “Contract,” with Airline dated the ____ day of __, 2025, for pre-construction and construction services related to the Airlines' ZS Remote Aircraft Parking Position project at the Denver International Airport, Denver, Colorado (the “Project”); and

WHEREAS, the CITY AND COUNTY OF DENVER (“DEN”) is the owner of the real property on which the improvements are to be constructed; and

WHEREAS, the DEN DEPARTMENT OF AVIATION (“DDOA”) manages the Denver International Airport; and

WHEREAS, pursuant to that certain Aircraft Parking Ground Lease Agreement dated _____, 2025 (the “Lease”) by and among the DEN and Airline, Airline is responsible for the construction of the Project;

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall make payments of all amounts lawfully due to all persons supplying or furnishing Principal or Principal's subcontractors with labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment, or other supplies performed, used or consumed in the prosecution of the work provided for under the Contract and duly authorized normal and usual extras thereto, and, further, that Principal indemnifies and saves harmless Airline, the DEN, and DDOA to the extent of any payments in connection with the carrying out of any such Contract which they may be required to make under the law, then this obligation shall be void; otherwise to remain in full force and effect.

Principal and Surety further warrant that if Principal fails to pay any person who supplies laborers, rental machinery, tools, or equipment, all amounts due as the result of the use of such laborers, machinery, tools, or equipment, in the prosecution of the Work under the Contract, Surety will pay the same in an amount not exceeding the penal sum specified herein together with interest at the rate of eight percent (8%) per annum.

Provided, however, that Airline, DEN, and DDOA, having required Principal to furnish this Bond in order to comply with the provisions of COLO. REV. STAT. §§38-26-106 and 38-24-101, *et seq.*, as applicable, all rights and remedies under this Bond shall be accordance with the provisions, conditions, and limitations of said statutes to the same extent as if they were copied at length herein. This Bond is given pursuant to the provisions of the law of the State of Colorado. If any legal action be

filed upon this Bond, exclusive venue shall lie in Denver County, State of Colorado.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this _____ day of _____ 2025.

Principal:

By:

Its:

Surety:

By:

Its:

[Attach Power of Attorney for Surety's Attorney-in-Fact]

Approved:

UNITED AIRLINES, INC.

By:

Its:

Bond No. _____

**JOINT OBLIGEE RIDER
TO PERFORMANCE BOND AND PAYMENT BOND**

WHEREAS, _____, has entered into that certain _____ Agreement, hereinafter referred to as the “Contract”, with UNITED AIRLINES, INC. (“Airline” and/or “Obligee”) dated the _____ day of _____ 2025 for pre-construction and construction services related to the Airlines' ZS Remote Aircraft Parking Position project at the Denver International Airport, Denver, Colorado (the "Project"); and

WHEREAS, _____, as Principal, and _____ as Surety (hereinafter referred to as “Surety”), made, executed, and delivered to Airline, as Obligee, their joint and several Performance Bond and a Payment Bond (collectively, the “Bonds”); and

WHEREAS, the CITY AND COUNTY OF DENVER (“DEN”) is the owner of the real property on which the improvements are to be constructed; and

WHEREAS, the DEN DEPARTMENT OF AVIATION (“DDOA”) manages the Denver International Airport; and

WHEREAS, pursuant to that certain Aircraft Parking Ground Lease Agreement dated _____, 2025 (the “Permit”) by and among the DEN and Airline, Airline is responsible for the construction of the Project; and

WHEREAS, DEN and DDOA have requested Principal and its Surety to join with Airline in execution and delivery of this Rider, and they have agreed to do so upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows: The bonds as aforesaid shall be and it is hereby amended as follows:

1. The DEN and DDOA are hereby added to the Bonds as Joint Obligees (the “Governmental Obligees”).
2. The aggregate liability of the Surety under said Bonds to Obligee and the Governmental Obligees, as their interests may appear, is limited to the penal sums of the Bonds.
3. Surety's obligation to perform hereunder is included within its obligations under the Bonds to which this rider is attached; provided that such obligation shall be conditioned on Governmental Obligees having performed as required under the Agreement and, provided further, that such obligation shall be without regard for Obligee’s compliance under the Contract.
4. All rights and remedies under the Bonds with regard to the Governmental Obligees shall be determined in accordance with the provisions, conditions, and limitations of the laws of the

State of Colorado.

5. Except as herein modified, said Bonds shall be and remain in full force and effect.
6. No right of action shall accrue hereunder to or for the use of any person, firm, or corporation other than Airline and the Governmental Obligees named herein.

N WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this _____ day of _____, 2025.

P Principal:

By:
Its:

Surety:

By:
Its:

[Attach Power of Attorney for Surety's Attorney-in-Fact]

Approved:

UNITED AIRLINES, INC.

By:
Its:

THE CITY AND COUNTY OF DENVER

By: ____
Its: Mayor

By: ____
Its: CEO, Department of Aviation

Approved As To Form:
_____, Attorney for the City and County of Denver

By: _____
David Steinberger, Senior Assistant City Attorney

EXHIBIT I



DEN SAFETY RISK ASSESSMENT ZS RON PAD DEN SAFETY SRA 24-15

United Airlines, Inc.
Contract No. 202366876



DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15

Executive Summary

Overview:

This risk assessment was conducted to evaluate the hazards associated with United Airlines building a RON (Remain Overnight) Pad for aircraft south of Taxiway Zulu at Denver International Airport (DEN), known as the Zulu Sierra Pad. The assessment identifies specific risks and proposes mitigation strategies to ensure the safety of construction employees, ground vehicle operators, flight crews, passengers, aircraft, and ground equipment on the RON Pad.

Key Hazards Identified:

- **Incursion into Movement Area:** The elevated possibility of a construction vehicle or personnel accidentally entering the movement area raises the risk of collision with aircraft which can lead to injury or death. Construction and flight crews are at risk.
- **Foreign Object Debris (FOD):** Construction debris such as tools, materials, or equipment could be blown by wind or displaced onto active runways or taxiways. This elevates the risk of damage to aircraft leading to accidents. Flight crews, aircraft passengers, and ground personnel are at risk.
- **Jet Blast and Prop Wash:** The location of the construction site for the RON Pad elevates the risk of objects and debris becoming airborne due to high-velocity jet exhaust or prop wash from nearby taxiing aircraft. This puts construction workers and equipment at risk of injury and damage.
- **Restricted Line of Sight for Flight Deck and ATC:** Construction equipment or temporary structures can block the line of sight between aircraft flight decks, ground vehicle operators, and Air Traffic Control Tower operators. This elevates the risk of collisions due to poor visibility, putting flight crews, passengers, and ground personnel at risk.
- **Aircraft Movement Near Construction Zones:** Aircraft taxiing too close to construction zones elevates the risk for wingtip collisions or other incidents. This can lead to the loss of power to navigational aids, lighting, and communication systems affecting flight operations. Passengers, flight crews, and ground personnel are at risk.
- **Haul Routes:** Haul routes used by construction vehicles may cross or be adjacent to active runways, active taxiways, or service roads used by aircraft or ground vehicles. Haul routes can also degrade due to heavy construction traffic causing potholes, debris, or uneven surfaces leading to accidents. This hazard raises the risk of damage to aircraft and ground equipment, as well as injury to construction crews, ground personnel, passengers, and flight crews.
- **Storage of Construction Materials Near Taxiways:** Improperly stored materials or equipment near active airfield areas may create FOD or obstruct the movement of aircraft or ground service vehicles, raising the risk of aircraft and ground vehicle damage, as well as the collision risk between construction vehicles and aircraft or other ground vehicles. This puts construction crews, ground vehicle operators, flight crews, and passengers at risk of injury.
- **Construction Crew Human Factors:** Long shifts causing fatigue or distractions among construction drivers on haul routes can lead to mistakes and accidents, especially near active taxiways. Accidents could involve construction vehicles, aircraft, or other ground vehicles.
- **Emergency Response and Evacuation Plans:** Inadequate planning for emergencies such as fires, chemical spills, or accidents involving construction personnel or aircraft can lead to delayed or ineffective responses to emergencies. This can raise the risk of injuries or fatalities. Construction crews, ground personnel, airside personnel, flight crews, and passengers can all be at risk.



DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15

- **Seasonal Weather:** Changing weather conditions causing snow, ice, or excessive heat can significantly impact construction and snow removal operations and can cause low visibility. This elevates the risks of accidents involving vehicles, slips and falls, increased stress on construction crews, and delays in construction schedules. All personnel operating equipment and operating outdoors are at risk.
- **Environmental:** Construction activities may generate dust, debris, or runoff that can affect nearby areas including water sources, wildlife habitats, or sensitive airport environments (fuel farms or stormwater drains). This raises the risk for contamination and health effects to construction personnel, wildlife, and the local population, as well as regulatory violations leading to fines and project shutdowns.

Proposed Mitigation Strategies:

- Clearly marked construction zones
- Adequate training for construction workers on airfield safety
- Escort protocols for vehicles
- Coordination with Airfield Operations for all movements
- Rigorous FOD management program with regular sweeps of the construction area and airfield
- Use equipment designed to minimize loose materials
- Erect barriers or fencing to shield the construction area
- Avoid work during peak aircraft movements
- Notify Air Traffic Control of construction zones
- Conduct thorough maps of utility lines before starting construction
- Use dig-safe practices
- Coordinate construction with Airport Engineering
- Establish taxiway restrictions and clear markings
- Utilize wing walkers or marshaling personnel to assist aircraft in avoiding construction zones
- Establish designated and clearly marked haul routes for construction vehicles separate from taxiways and operational airside roads
- Use traffic control measures such as barricades and signage for haul routes
- Coordinate with ATC for haul routes
- Enforce work hour limits and provide adequate breaks
- Conduct regular safety briefings for all drivers
- Develop a detailed emergency response plan that includes specific procedures for evacuating construction zones, coordinating with airport fire and rescue teams, and managing hazardous material spills
- Conduct regular emergency drills
- Plan for seasonal weather impacts by scheduling high-risk construction activities during safer conditions
- Provide shelter and hydration stations during extreme weather



DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15

- Implement snow/ice management protocols to keep work zones and haul routes clear
- Conduct environmental assessments
- Follow airport's environmental management guidelines
- Implement erosion control, dust suppression, and stormwater management

DEN Safety Recommendation:

Construction projects at DEN are a routine and well-regulated practice under airport and federal regulations. DEN Safety is comfortable with the risks and mitigations identified and is willing to accept the medium-level risks below as designated on the risk matrix. United and Flat Iron have a long history of partnership and collaboration with DEN. As issues arise, DEN Safety has no concerns that those entities would not participate in finding solutions. Should unforeseen issues arise, these partnerships will allow continued collaboration and risk reduction.



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- II. Panel Participants
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 - a. DEN Risk Matrix



Introduction

This Safety Risk Assessment (SRA) was initiated in response to a proposal for United Airlines to hire construction workers to build a Remain Overnight (RON) Pad, known as the ZS Pad, south of Taxiway Zulu at Denver International Airport (DEN). The proposal was made to increase the aircraft RON space for narrow and widebody aircraft, accommodating the growth needs of the airport and United Airlines. This Safety Risk Assessment was done in accordance with DEN's Safety Policy to ensure that safety is the primary consideration of airport decisions, and hazards are identified with mitigation recommendations.



Panel Participants

Representative present from:

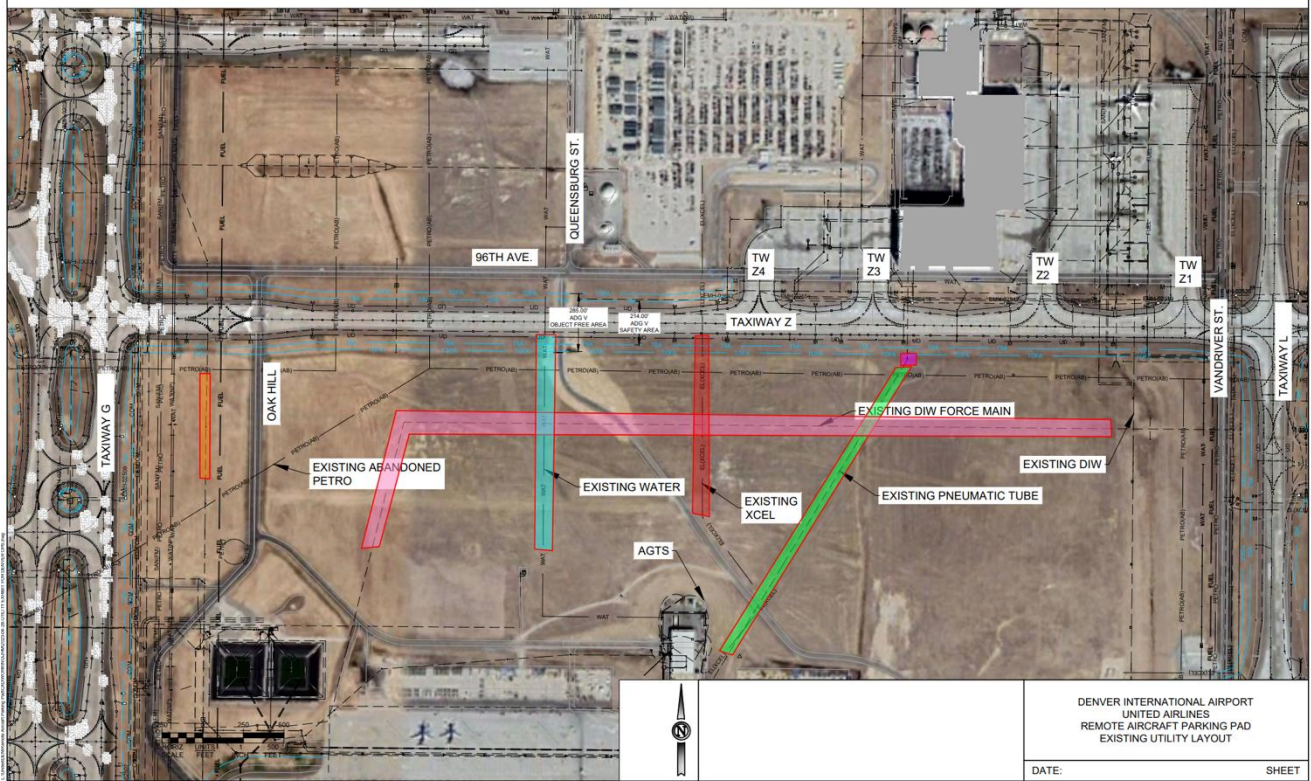
- DEN Airfield Operations
- DEN Airline Affairs
- DEN Maintenance
- DEN Planning
- DEN Ramp Tower
- DEN Safety
- DEN Security
- Federal Aviation Administration (FAA)
- United Airlines



Current System State



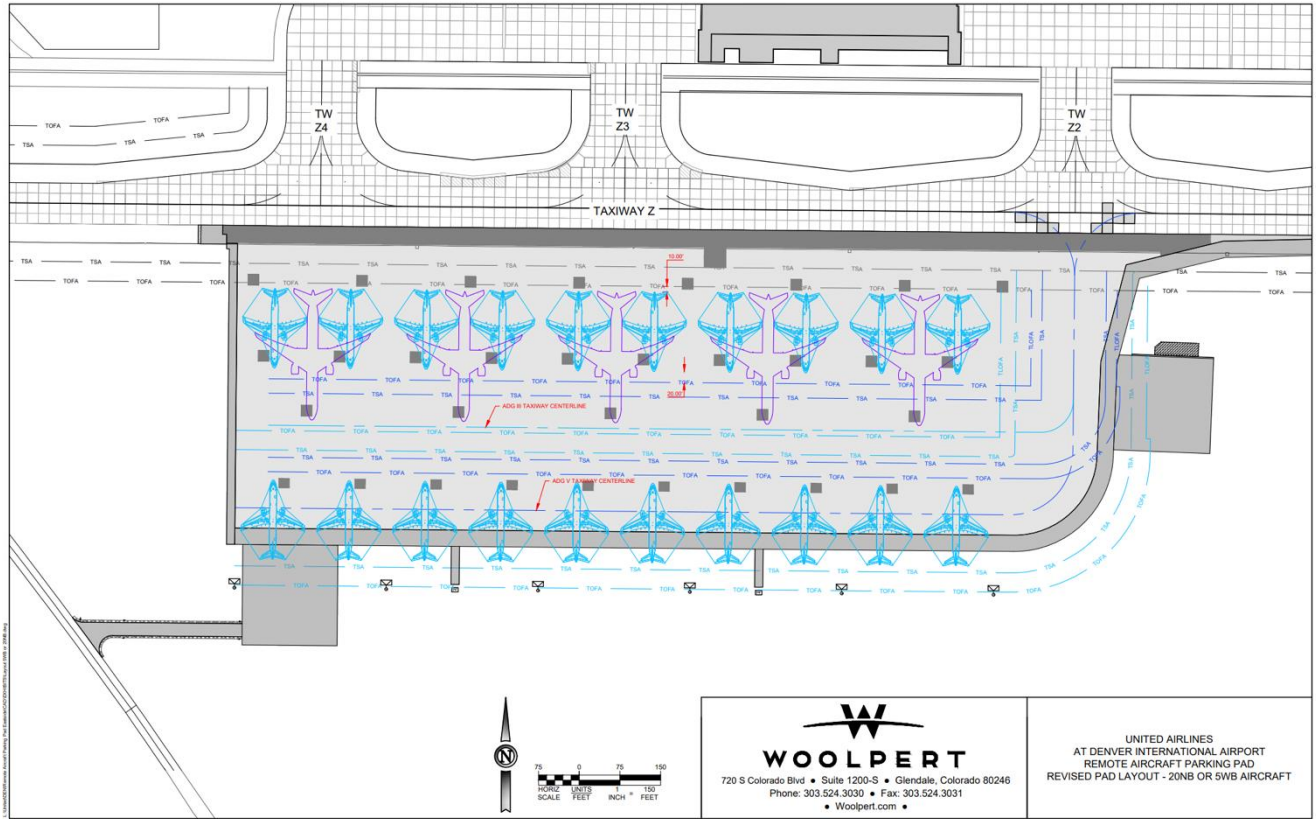
DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15



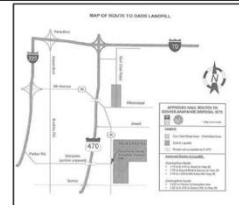
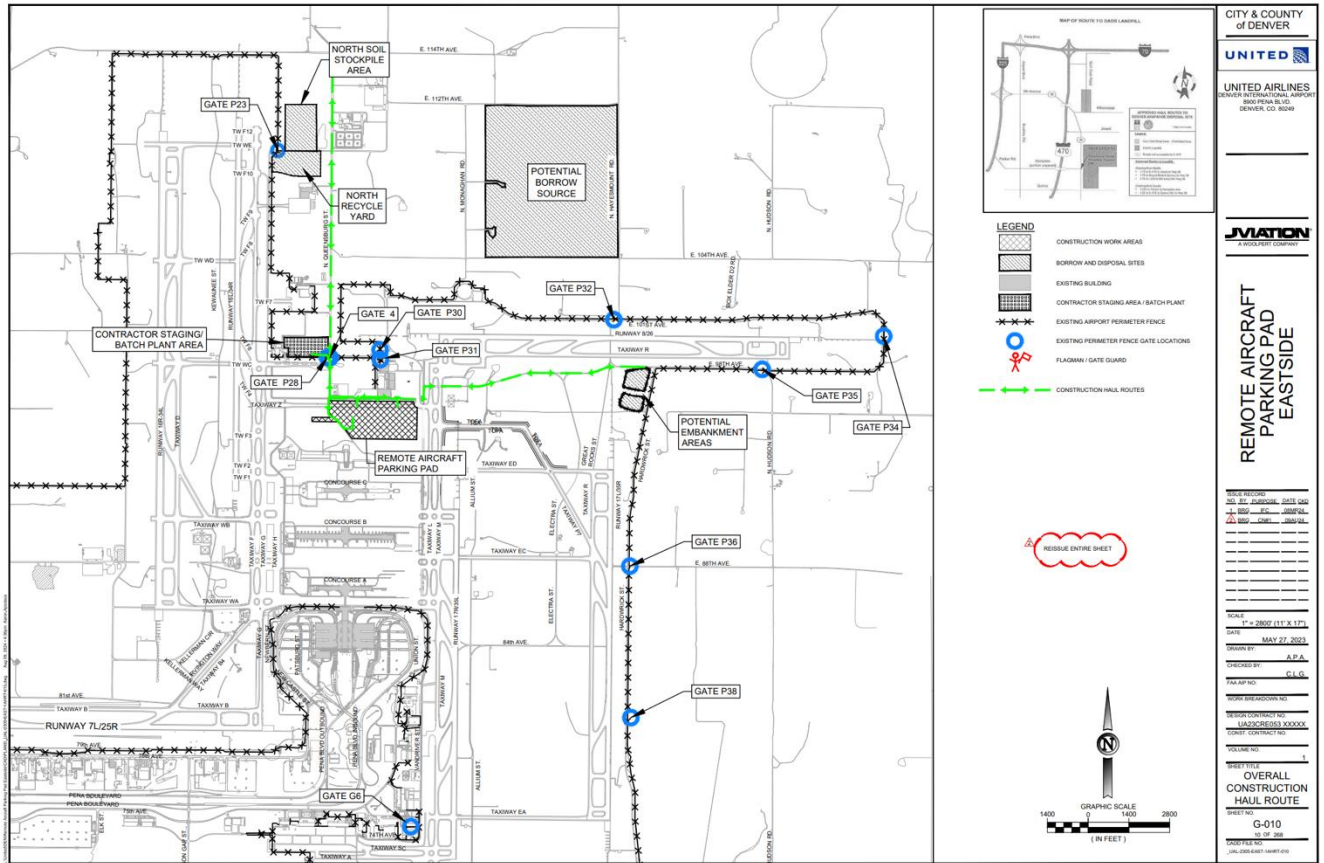
DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15



Proposed System Change



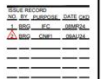
DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15



CITY & COUNTY
of DENVER



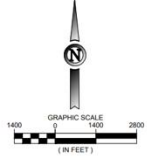
UNITED AIRLINES
DENVER INTERNATIONAL AIRPORT
8501 PEAK BLVD.
DENVER, CO 80249



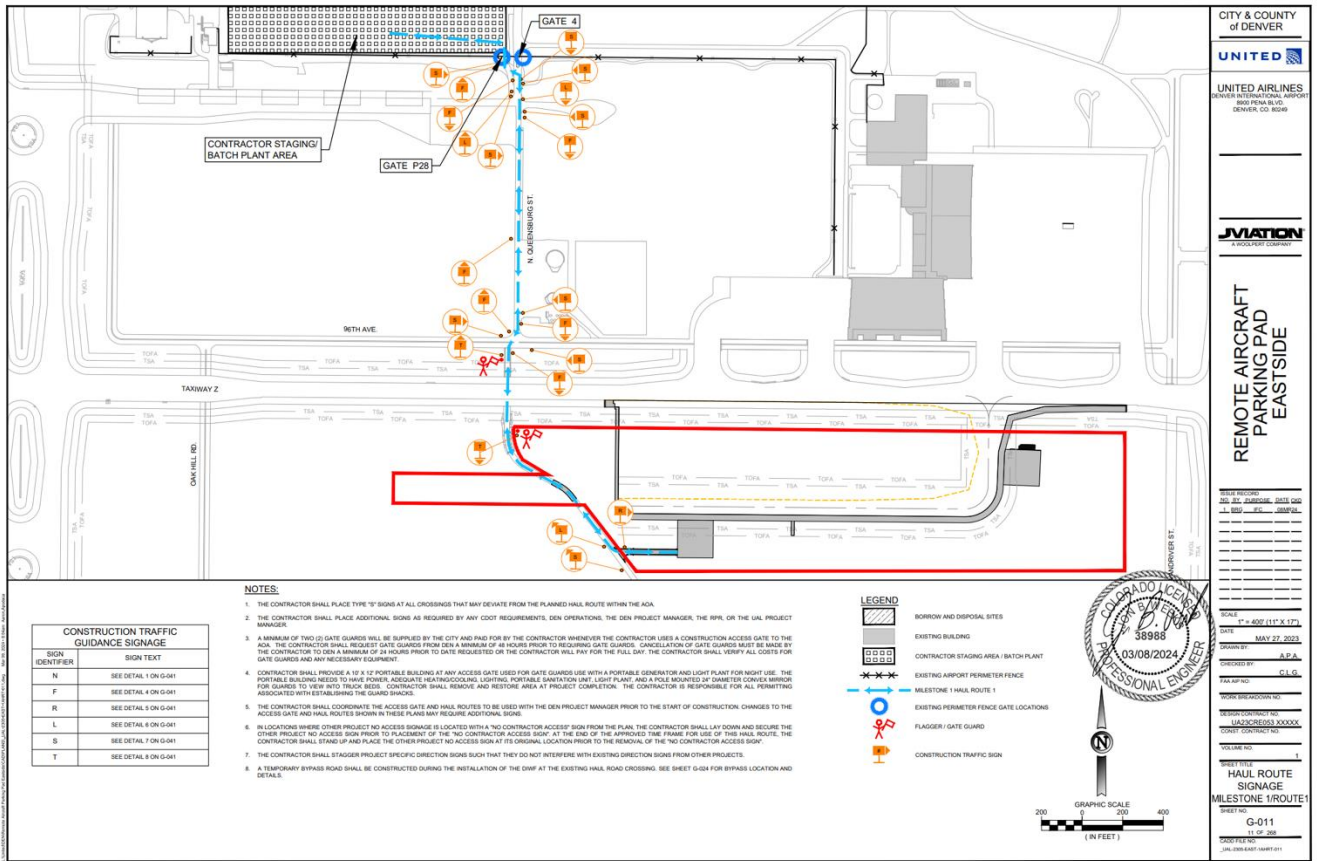
**REMOTE AIRCRAFT
PARKING PAD
EASTSIDE**

DATE: MAY 27, 2023
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
P.A.M. NO.:
PROJECT NO.:
CONTRACT NO.:
SHEET NO.: 1
VOLUME NO.:
OVERALL
CONSTRUCTION
HAUL ROUTE
SHEET NO. G-010
DATE: 05-27-2023
PROJECT NO.:
CONTRACT NO.:

- LEGEND**
- CONSTRUCTION WORK AREAS
 - BORROW AND DISPOSAL SITES
 - EXISTING BUILDING
 - CONTRACTOR STAGING AREA / BATCH PLANT
 - EXISTING AIRPORT PERIMETER FENCE
 - EXISTING PERIMETER FENCE GATE LOCATIONS
 - FLAGMAN / GATE GUARD
 - CONSTRUCTION HAUL ROUTES



DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15



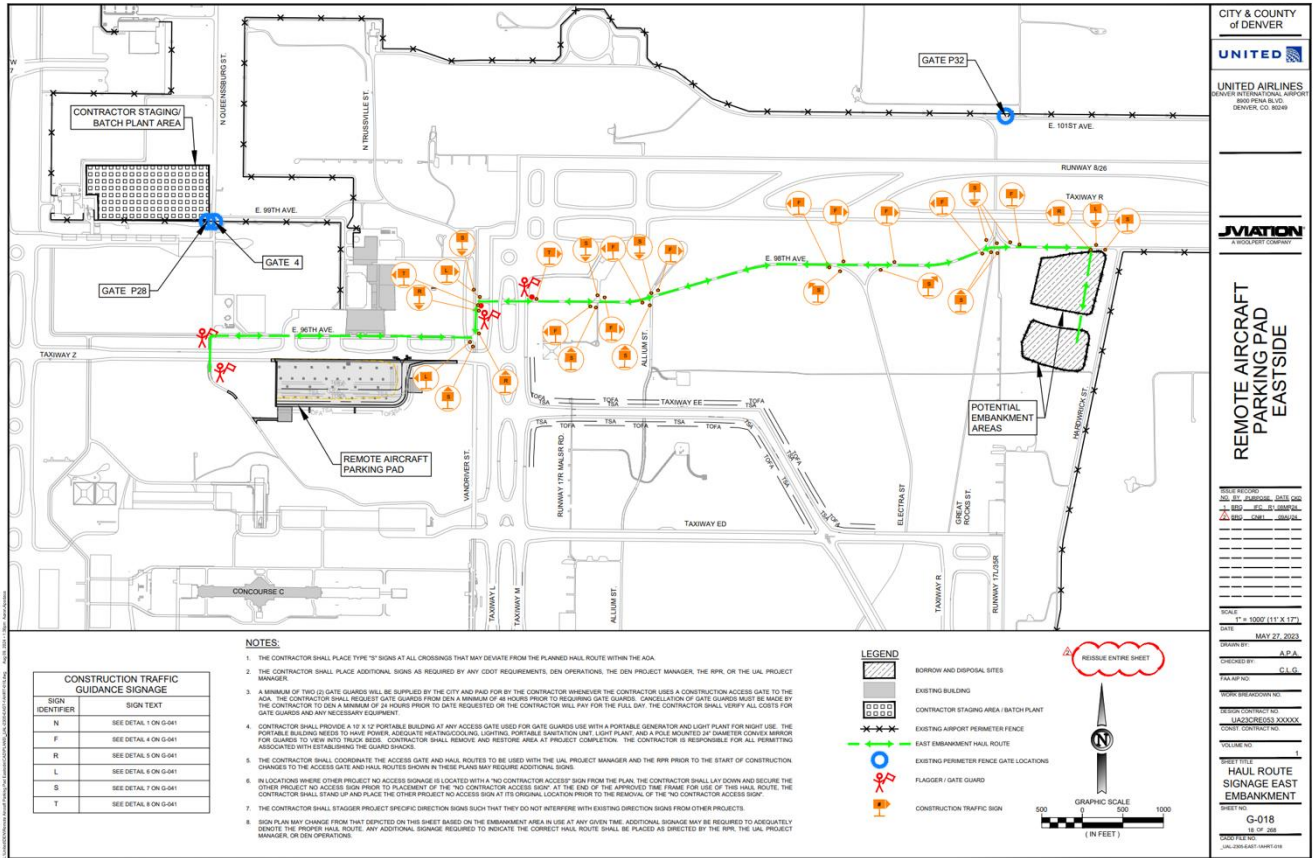
CITY & COUNTY OF DENVER
UNITED
 UNITED AIRLINES
 DENVER INTERNATIONAL AIRPORT
 8500 PENN BLVD
 DENVER, CO 80249

JVIATION
 A JACOBS COMPANY

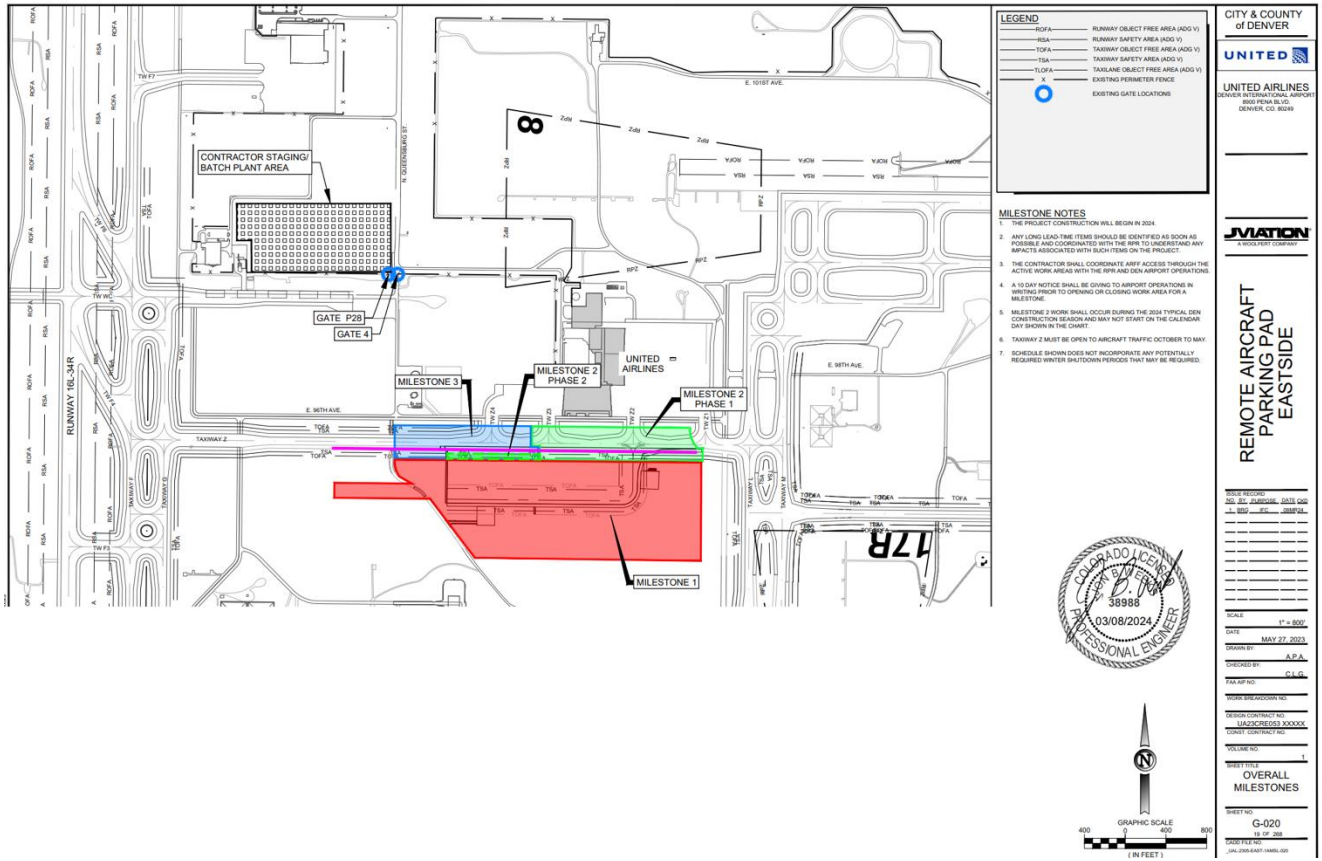
**REMOTE AIRCRAFT
 PARKING PAD
 EASTSIDE**

DATE: 03/08/2024
 TIME: 11:00 AM
 SHEET NO: G-011
 OF 11 SHEETS

DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15



DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15





Hazard Identification

The addition of a RON Pad south of Taxiway Zulu at Denver International Airport (DEN) introduces several hazards that need to be carefully considered to ensure the safety of construction employees, ground vehicle operators, flight crews, passengers, aircraft, and ground equipment.

DEN Risk Analysis

Name of Assessor:	Travis Krabbenhoft	Task being assessed: UAL ZS PAD	
Date of Assessment:	23 SEPTEMBER 2024	SRM #: 24-15	
Initial Hazards			
Additional hazards to be included during risk assessment.			
	Noise Exposure		Hot Works (Welding, Grinding, Cutting etc.)
X	Lighting		Isolated work areas, where there are no other <u>persons</u> present.
	Congestion		Compressed Gas (Storage & Use)
X	Slips, Trips & Falls	X	Vehicle movements near aircraft operations
	Pinch / Crushing		
X	Human Factors		
X	Weather		
X	Aircraft movement		
	Fire Hazard		
	Flammable Materials		
	Confined Spaces		
X	Access/Egress		



DEN Hazard Analysis Worksheet

DEN Risk Analysis

Hazard Description	Possible Effect/who is at risk	Existing Controls	Risk Level	Mitigation Recommendations/Notes	Final Risk Level
An incursion into Movement Areas Construction vehicles or personnel accidentally enter active taxiways	Risk of collision with aircraft, leading to injury or death. Both construction crews and aircraft personnel are at risk.	DT	M6	Clearly mark construction zones, train workers on airfield safety, and implement escort protocols for vehicles. Coordinate with Airfield Ops for all movements.	M6
Foreign Object Debris (FOD) Construction debris, such as tools, materials, or equipment, could become FOD on active taxiways or runways.	Risk of damage to aircraft, potentially leading to accidents. Aircraft, passengers, and ground personnel are at risk.	AF inspections Truck boss / sweepers Covered loads	M10	Implement a rigorous FOD management program with regular sweeps of the construction area and airfield. Use equipment designed to minimize loose materials.	M9
Jet Blast and Prop Wash High-velocity jet exhaust or prop wash from aircraft taxiing near construction areas.	Can cause objects or debris to become airborne, leading to injuries or damage. Construction workers and equipment operators are at risk.	Fence 98 th and L/M E pad / 98?	M6	Erect barriers or fencing to shield the construction area, avoid work during peak aircraft movements, and notify air traffic control (ATC) of construction zones.	L5
Restricted Line of Sight for Aircraft and ATC: Construction equipment or temporary structures blocking the line of sight between aircraft, ground vehicles, and air traffic control towers.	Increased risk of collisions due to poor visibility. Pilots, ATC, and ground personnel are at risk.				
Aircraft Movement Near Construction Zones: Aircraft taxiing too close to construction zones, risking wingtip collisions or other incidents.	Dust issues	Water trucks Stop work in de-ice	M6		L5

Hyden@denver-air.org



DENVER INTERNATIONAL AIRPORT ZS RON PAD
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vehicles, and air traffic control towers.					
Aircraft Movement Near Construction Zones: Aircraft taxiing too close to construction zones, risking wingtip collisions or other incidents.	Loss of power to navigational aids, lighting, or communication systems, affecting flight operations. Risk to passengers, pilots, and ground personnel. Dust Control	Water trucks actively mitigating the site	M6	Conduct thorough mapping of utility lines before starting construction, use dig-safe practices, and coordinate with airport engineering teams.	L5
Haul routes Haul Routes used by construction vehicles may cross or be adjacent to taxiways or service roads used by aircraft or airport ground vehicles. Improper Maintenance of Haul Routes Haul routes can degrade due to heavy construction traffic, leading to potholes, debris, or uneven surfaces, which can cause accidents.	Potential damage to aircraft and injury to personnel. Construction crews and aircraft crew/passengers are at risk.	Regularly inspect and maintain haul routes to ensure they are clear of debris and in good condition. Implement temporary road closures if repairs are needed. Fl Mx haul road.	M6	Establish taxiway restrictions and clear markings, and utilize wing walkers or marshaling personnel to assist aircraft in avoiding construction zones.	L5
Storage of Construction Materials Near Taxiways Improperly stored materials or equipment near active airfield areas may create Foreign Object Debris (FOD) or obstruct the movement of aircraft or ground service vehicles.	Risk of collisions between construction vehicles and aircraft or other airport vehicles, leading to severe damage and potential injuries. At risk are construction workers, vehicle operators, and aircraft passengers.	Outside of AOA and reduction of stockpile when able. Continue to inspect what is being maintained.	L5	Establish designated and clearly marked haul routes for construction vehicles, separate from taxiways and operational airside roads. Use traffic control measures, such as barricades and signage, and ensure coordination with ATC.	L5
Fatigue or Distraction Among Construction Drivers / Workers Long shifts or distractions among construction vehicle drivers on haul routes can lead to mistakes and accidents, especially near active taxiways	Fatigue-related accidents could involve construction workers, aircraft, and other vehicles on the airfield.	Currently restrictions and limitations listed in ROICIP 6 days / 10hrs	L5	Enforce work-hour limits, provide adequate breaks, and conduct regular safety briefings for all drivers.	L5
Emergency Response and Evacuation Plans Inadequate planning for emergencies such as fires, chemical spills, or accidents involving construction personnel or aircraft.	Delayed or ineffective responses to emergencies could result in injuries or even fatalities. Construction crews, airside personnel, and passengers could all be at risk.	Southbound on Van Driver remains unrestricted for emergency response. DFD Awareness	M6	Develop a detailed emergency response plan that includes specific procedures for evacuating construction zones, coordinating with airport fire and rescue teams, and managing hazardous material spills. Ensure regular emergency drills are conducted.	L5
Seasonal Weather Considerations (Snow/Ice/Heat) Changing weather conditions can significantly impact construction operations, including snow removal operations and low visibility.	Accidents involving vehicles or slips and falls, increased stress on construction workers, and delays in construction schedules put all personnel working outdoors or operating equipment at risk.	CCD Maint will attempt to manage snow south of Z Twy just past the twy edge lights (plows square off), reduce snow being blown into the site. No additional mitigation on Van Driver.	L2	Plan for seasonal weather impacts by scheduling high-risk construction activities during safer conditions, providing shelter and hydration stations during extreme weather, and implementing snow/ice management protocols to keep haul routes and work zones clear.	L1
Environmental Impact: Construction activities may generate dust, debris, or runoff that could affect nearby areas, including water sources, wildlife habitats, or sensitive airport environments (e.g., fuel farms or stormwater drains).	Environmental contamination or legal violations could lead to fines or project shutdowns. Construction personnel, wildlife, and the local environment could be affected.	Water trucks	M7	Conduct environmental impact assessments and follow the airport's environmental management guidelines. Implement erosion control, dust suppression methods, and stormwater management systems to reduce environmental impact.	L5



Consequence Identification

Each of the identified hazards within the SRA present associated consequences that were collectively agreed upon by the SRA members during our deliberations. The major hazards and their respective consequences are outlined as follows:

Incursion into Movement Area:

The elevated possibility of a construction vehicle or personnel accidentally entering the movement area raises the risk of collision with aircraft which can lead to injury or death. Construction and flight crews are at risk.

Foreign Object Debris (FOD):

Construction debris such as tools, materials, or equipment could be blown by wind or displaced onto active runways or taxiways. This elevates the risk of damage to aircraft leading to accidents. Flight crews, aircraft passengers, and ground personnel are at risk.

Jet Blast and Prop Wash:

The location of the construction site for the RON Pad elevates the risk of objects and debris becoming airborne due to high-velocity jet exhaust or prop wash from nearby taxiing aircraft. This puts construction workers and equipment at risk of injury and damage.

Restricted Line of Sight for Flight Deck and ATC:

Construction equipment or temporary structures can block the line of sight between aircraft flight decks, ground vehicle operators, and Air Traffic Control Tower operators. This elevates the risk of collisions due to poor visibility, putting flight crews, passengers, and ground personnel at risk.

Aircraft Movement Near Construction Zones:

Aircraft taxiing too close to construction zones elevates the risk for wingtip collisions or other incidents. This can lead to the loss of power to navigational aids, lighting, and communication systems affecting flight operations. Passengers, flight crews, and ground personnel are at risk.

Haul Routes:

Haul routes used by construction vehicles may cross or be adjacent to active runways, active taxiways, or service roads used by aircraft or ground vehicles. Haul routes can also degrade due to heavy construction traffic causing potholes, debris, or uneven surfaces leading to accidents. This hazard raises the risk of damage to aircraft and ground equipment, as well as injury to construction crews, ground personnel, passengers, and flight crews.

Storage of Construction Materials Near Taxiways:

Improperly stored materials or equipment near active airfield areas may create FOD or obstruct the movement of aircraft or ground service vehicles, raising the risk of aircraft and ground vehicle damage, as well as the collision risk between construction vehicles and aircraft or other ground vehicles. This puts construction crews, ground vehicle operators, flight crews, and passengers at risk of injury.

Construction Crew Human Factors:

Long shifts causing fatigue or distractions among construction drivers on haul routes can lead to mistakes and accidents, especially near active taxiways. Accidents could involve construction vehicles, aircraft, or other ground vehicles.

Emergency Response and Evacuation Plans:



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DEN SAFETY SRA 24-15

Inadequate planning for emergencies such as fires, chemical spills, or accidents involving construction personnel or aircraft can lead to delayed or ineffective responses to emergencies. This can raise the risk of injuries or fatalities. Construction crews, ground personnel, airside personnel, flight crews, and passengers can all be at risk.

Seasonal Weather:

Changing weather conditions causing snow, ice, or excessive heat can significantly impact construction and snow removal operations and can cause low visibility. This elevates the risks of accidents involving vehicles, slips and falls, increased stress on construction crews, and delays in construction schedules. All personnel operating equipment and operating outdoors are at risk.

Environmental:

Construction activities may generate dust, debris, or runoff that can affect nearby areas including water sources, wildlife habitats, or sensitive airport environments (fuel farms or stormwater drains). This raises the risk for contamination and health effects to construction personnel, wildlife, and the local population, as well as regulatory violations leading to fines and project shutdowns.



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Mitigations

To address the identified hazards and ensure the safe implantation of the ZS RON Pad at DEN, the following mitigation strategies are proposed:

- Clearly marked construction zones
- Adequate training for construction workers on airfield safety
- Escort protocols for vehicles
- Coordination with Airfield Operations for all movements
- Rigorous FOD management program with regular sweeps of the construction area and airfield
- Use equipment designed to minimize loose materials
- Erect barriers or fencing to shield the construction area
- Avoid work during peak aircraft movements
- Notify Air Traffic Control of construction zones
- Conduct thorough maps of utility lines before starting construction
- Use dig-safe practices
- Coordinate construction with Airport Engineering
- Establish taxiway restrictions and clear markings
- Utilize wing walkers or marshaling personnel to assist aircraft in avoiding construction zones
- Establish designated and clearly marked haul routes for construction vehicles separate from taxiways and operational airside roads
- Use traffic control measures such as barricades and signage for haul routes
- Coordinate with ATC for haul routes
- Enforce work hour limits and provide adequate breaks
- Conduct regular safety briefings for all drivers
- Develop a detailed emergency response plan that includes specific procedures for evacuating construction zones, coordinating with airport fire and rescue teams, and managing hazardous material spills
- Conduct regular emergency drills
- Plan for seasonal weather impacts by scheduling high-risk construction activities during safer conditions
- Provide shelter and hydration stations during extreme weather
- Implement snow/ice management protocols to keep work zones and haul routes clear
- Conduct environmental assessments
- Follow airport's environmental management guidelines
- Implement erosion control, dust suppression, and stormwater management



DENVER INTERNATIONAL AIRPORT ZS RON PAD
DEN SAFETY SRA 24-15

Attachments

DEN Risk Matrix

CONSEQUENCE			LIKELIHOOD				
People	Facility/Assets	Reputation	SEVERITY	Improbable: Rare, but possible in unusual situations.	Remote: Uncommon but possible in normal situations.	Probable: Likely during normal operations.	Frequent: Expected during typical operations.
Fatalities	Unplanned Surface or Facility Closure or Complete Loss of an Operationally Required Asset	Large-Scale National or International Coverage	Catastrophic	M11	H13	E15	E16
Serious Injury or Health Effects	Unplanned Closure of Non-primary Surface or Facility or Loss of an Operationally Required Asset for an Extended Time	Considerable National News Coverage	Major	M9	M10	H12	E14
Minor Injury or Health Effects	Temporary Airport Operational Disruption or Temporary Loss of an Operationally Required Asset	Local News Coverage	Minor	L5	M6	M7	M8
First Aid No Lost Time	Minimum Damage: No Operational Impact or Damage of an Operationally Required Asset	Internal DEN Impact	Minimal	L1	L2	L3	M4

Extreme Risk:

- Immediate mitigation is needed.
- Accountable Executive approval is required.
- Comprehensive documentation, tracking, and monitoring are mandatory.

High Risk:

- Max accepted risk.
- Mitigation is essential.
- Responsible Executive approval is necessary.
- Thorough documentation, tracking, and monitoring.

Medium Risk:

- Acceptable risk.
- Director of Airport Safety approval is needed.
- Mitigation possible.
- Documentation, tracking, and monitoring are required.

Low Risk:

- Acceptable risk.
- Approval from SMS risk trained front line supervisor is needed.
- No restrictions.
- Documentation needed.

Exhibit J

Substantial Completion Notice

1. The City and Airline are parties to that certain Aircraft Parking Ground Lease Agreement (City Contract No. 202366876-00) with an Effective Date of _____, 2025 (the “Agreement”).
2. The Agreement governs the Parties’ rights and obligations with respect to the Airline’s use and lease of the Ground for the purposes of designing, constructing, and operating at the ZS RAP Pad.
3. This notice, issued in accordance with Section 2.05.C of the Agreement, confirms that Substantial Completion of the Work was completed as of _____.
4. Because Substantial Completion of the Work was obtained, the Parties hereby confirm that the provisions in Part II of the Agreement have been satisfied.
5. Capitalized terms that are not defined herein have the meaning set forth in the Agreement.

CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION	UNITED AIRLINES, INC.
BY _____ [Title]	BY _____ [Title]

Exhibit K

Fill Material Price Sheet

[RESERVED]

United Airlines, Inc.
Contract No. 202366876

EXHIBIT L

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GROUND LEASE AGREEMENT**

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: airlineaffairsadmin.sharedmailbox@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Pollution Legal Liability
Contractor shall maintain minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate. Policy to include coverage for bodily injury, property damage, emergency response, clean-up costs, and defense costs including costs and expenses incurred during an investigation. Contractor may also self-insure for this coverage requirement subject to approval from the City.
5. Builder's Risk Insurance:
During the duration of the construction or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
 - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
 - b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
 - c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
 - d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
 - e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
 - f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

6. **Property Insurance**

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

7. **Unmanned Aerial Vehicle (UAV) Liability:**

If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

8. **Excess/Umbrella Liability**

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement. Additional Insured will be shown on the Certificate of Insurance.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.

3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better or an equivalent rating service.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.

14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.