

2020 LEASE AMENDMENT

THIS **2020 LEASE AMENDMENT** (this “**2020 Lease Amendment**”), is made and entered into as of the **Effective Date**, by and between the City and County of Denver, a municipal corporation of the State of Colorado (“**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 (“**United**” or “**Airline**”):

WITNESSETH:

WHEREAS, the City owns the Denver International Airport (the “**Airport**”);

WHEREAS, the City and United (each a “**Party**” and together, the “**Parties**”) are parties to 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, and 2015 lease Amendments (collectively, the “**Use and Lease Agreement**”); and

WHEREAS, the City is undertaking a gate expansion program across concourses A, B and C; and

WHEREAS, the Parties seek to amend the Use and Lease Agreement to memorialize, among other matters, the additional gates and support space United will lease in support of its long-term growth plans; and

WHEREAS, the Parties agree that Gates B57, B59, B61, B63, B65, B67, B69, B71, B73, B75, B77, and B79 (the “**Prior B East Gates**”), which United previously leased pursuant to the Use and Lease Agreement, are deemed removed from United’s leasehold effective May 20, 2019; and

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

**PART I
ADDITIONAL UNITED CONCOURSE GATES**

1.01 Concourse B.

As part of its gate expansion program, the City is redeveloping Concourse B to increase its current gate count of sixty-six (66) gates (currently comprising of thirty-three (33) mainline contact (and jetbridge equipped) gates and thirty-three (33) regional jetbridge equipped and ground loading position gates) to sixty-seven (67) gates (comprised of approximately sixty-five (65) mainline and regional contact (and jetbridge equipped) gates and two (2) regional ground loading gates).

1.02 Concourse B West.

Effective on the “Lease Commencement Date of the New B West Premises” (as defined below) and continuing for the term of the Use and Lease Agreement, the City shall lease to United and United shall lease from the City, an additional four (4) mainline contact (and jetbridge equipped) gates, identified as Gates B7, B8, B9, and B10 (the “**New B West Gates**”) and six (6) new holdrooms for the New B West Gates and Gates B11 and B14 (the “**New B West Holdrooms**”) and, together with the New B West Gates, the “**New B West Premises**”). The New B West Premises shall also include ancillary support space facilities, as mutually agreed upon by United and the City, associated with the New B West Gates and the New B West Holdrooms.

- (A) The New B West Premises shall be leased to United on a preferential use basis and shall be deemed to be part of United’s Preferential Use Premises. Except as specifically set forth in this 2020 Lease Amendment, United’s lease of the New B West Premises shall be on the same terms and conditions as United’s lease of Preferential Use Premises as set forth in the Use and Lease Agreement.
- (B) The Parties agree that the City will provide the New B West Premises as set forth in **Exhibit 1** (consisting of sheets 1-A and 1-B) attached hereto; provided, however, that the Parties recognize and agree that the attached **Exhibit 1** is at this time a conceptual plan which is subject to change, although the new gate assignments established in this 2020 Lease Amendment will not change. The City shall provide utilities, utility lines, and utility connections to the New B West Premises.
- (C) The “**Lease Commencement Date of the New B West Premises**” means the date on which the City delivers the New B West Premises to United in a condition such that the New B West Premises are ready for United to perform its tenant finish work (such as millwork, podium installations, etc., collectively referred to as “**Tenant Improvements**”) thereon. The City currently expects to deliver the New B West Premises to United by the end of the fourth quarter of 2020. The Lease Commencement Date of the New B West Premises shall be memorialized by United and the City in a written instrument signed by the Parties.
- (D) United’s obligation to pay all applicable rent, charges and other fees with respect to the New B West Premises, in accordance with the Use and Lease Agreement (including Section 3.03 of the Use and Lease Agreement), shall commence on the Lease Commencement Date for the New B West Premises.
- (E) The Parties acknowledge and agree that **Exhibit 1** attached hereto shall be replaced with a revised **Exhibit 1**, that reflects the final “as built” drawings showing the graphic representation of the New B West Premises. In order to replace **Exhibit 1** attached hereto, such revised **Exhibit 1** must bear the initials of both Parties indicating their agreement.

1.03 Concourse B East.

Effective on the “Lease Commencement Date of the New B East Premises” (as defined below) and continuing for the term of the Use and Lease Agreement, the City shall lease to United and United shall lease from the City seven (7) mainline contact (and jetbridge equipped) gates, identified as Gates B59, B61, B63, B65, B67, B69, and B71 on the east side of Concourse B (the “**New B East Gates**”) and seven (7) new holdrooms (the “**New B East Holdrooms**,” and together with the New B East Gates, the “**New B East Premises**”). The New B East Premises shall also include ancillary support space facilities, as mutually agreed upon by United and the City, associated with the New B East Gates and the New B East Holdrooms.

- (A) The New B East Premises shall be leased to United on a preferential use basis and shall be deemed to be part of United’s Preferential Use Premises. Except as specifically set forth in this 2020 Lease Amendment, United’s lease of the New B East Premises shall be on the same terms and conditions as United’s lease of Preferential Use Premises as set forth in the Use and Lease Agreement.
- (B) The Parties agree that the City will provide the New B East Premises as set forth in **Exhibit 2** (consisting of sheets 2-A and 2-B) attached hereto; provided, however, that the Parties recognize and agree that the attached **Exhibit 2** is at this time a conceptual plan which is subject to change, although the new gate assignments established in this 2020 Lease Amendment will not change. The City shall provide utilities, utility lines, and utility connections to the New B East Premises.
- (C) The “**Lease Commencement Date of the New B East Premises**” means the date on which the City delivers the New B East Premises to United in a condition such that the New B East Premises are ready for United to perform its Tenant Improvements thereon. The City currently expects to deliver the New B East Premises to United by the end of the third quarter of 2021. The Lease Commencement Date of the New B East Premises shall be memorialized by United and the City in a written instrument signed by the Parties.
- (D) United’s obligation to pay all applicable rent, charges and other fees with respect to the New B East Premises, in accordance with the Use and Lease Agreement (including Section 3.03 of the Use and Lease Agreement), shall commence on the Lease Commencement Date for the New B East Premises.
- (E) The Parties acknowledge and agree that **Exhibit 2** attached hereto shall be replaced with a revised **Exhibit 2** that reflects the final “as built” drawings showing the graphic representation of the New B East Premises. In order to replace **Exhibit 2** attached hereto, such revised **Exhibit 2** must bear the initials of both Parties indicating their agreement.

1.04 New Concourse A Gates.

Effective on the “Lease Commencement Date of the New A Premises” (as defined below) and continuing for the term of the Use and Lease Agreement, the City shall lease to United and United shall lease from the City twelve (12) mainline contact (and jetbridge equipped) gates on Concourse A, identified as gates A14-A25 (both inclusive) (the “**New A Gates**”) and twelve (12) new holdrooms (the “**New A Holdrooms**,” and together with the New A Gates, the “**New A Premises**”).

- (A) The New A Premises shall be leased to United on a preferential use basis and shall be deemed to be part of United’s Preferential Use Premises. Except as specifically set forth in this 2020 Lease Amendment, United’s lease of the New A Premises shall be on the same terms and conditions as United’s lease of Preferential Use Premises as set forth in the Use and Lease Agreement.
- (B) The Parties agree that the City will provide the New A Premises as set forth in **Exhibit 3** (consisting of sheets 3-A and 3-B) attached hereto; provided, however, that the Parties recognize and agree that the attached **Exhibit 3** is at this time a conceptual plan which is subject to change, although the new gate assignments established in this 2020 Lease Amendment will not change. The City shall provide utilities, utility lines, and utility connections to the New A Premises.
- (C) The “**Lease Commencement Date of the New A Premises**” means the date on which the City delivers the New A Premises to United in a condition such that the New A Premises are ready for United to perform its Tenant Improvements thereon. The City currently expects to deliver the New A Premises to United by the end of the fourth quarter of 2021. The Lease Commencement Date of the New A Premises shall be memorialized by United and the City in a written instrument signed by the Parties.
- (D) United’s obligation to pay all applicable rent, charges and other fees with respect to the New A Premises, in accordance with the Use and Lease Agreement (including Section 3.03 of the Use and Lease Agreement), shall commence on the Lease Commencement Date for the New A Premises.
- (E) The Parties acknowledge and agree that **Exhibit 3** attached hereto shall be replaced with a revised Exhibit 3 that reflects the final “as built” drawings showing the graphic representation of the New A Premises. In order to replace **Exhibit 3** attached hereto, such revised **Exhibit 3** must bear the initials of both Parties indicating their agreement.

1.05 Existing Concourse A Gates.

Effective on the “Lease Commencement Date of the Existing A Premises” (as defined below) and continuing for the term of the Use and Lease Agreement, the City shall lease to United and United shall lease from the City eleven (11) contiguous mainline contact (and jetbridge equipped) gates on Concourse A, which are expected to be identified as Gates A26, A27, A28,

A29, A30, A31, A32, A34, A36, A38, and A40 (the “**Existing A Gates**”), and eleven (11) holdrooms (the “**Existing A Holdrooms**,” and together with the Existing A Gates, the “**Existing A Premises**”).

- (A) The Existing A Premises shall be leased to United on a preferential use basis and shall be deemed to be part of United’s Preferential Use Premises. Except as specifically set forth in this 2020 Lease Amendment, United’s lease of the Existing A Premises shall be on the same terms and conditions as United’s lease of Preferential Use Premises as set forth in the Use and Lease Agreement.
- (B) The Parties agree that the City will provide the Existing A Premises as set forth in **Exhibit 4** (consisting of sheets 4-A and 4-B) attached hereto; provided, however, that the Parties recognize and agree that the attached **Exhibit 4** is at this time a conceptual plan which is subject to change, although the new gate assignments established in this 2020 Lease Amendment will not change. The City shall provide utilities, utility lines, and utility connections to the Existing A Premises.
- (C) The “**Lease Commencement Date of the Existing A Premises**” means the date on which the City delivers the Existing A Premises to United in a condition such that the Existing A Premises are ready for United to perform its Tenant Improvements thereon. The City currently expects to deliver the Existing A Premises to United by the end of the fourth quarter of 2021. The Lease Commencement Date of the Existing A Premises shall be memorialized by United and the City in a written instrument signed by the Parties.
- (D) United’s obligation to pay all applicable rent, charges and other fees with respect to the Existing A Premises, in accordance with the Use and Lease Agreement (including Section 3.03 of the Use and Lease Agreement), shall commence on the Lease Commencement Date for the Existing A Premises.
- (E) The Parties acknowledge and agree that **Exhibit 4** attached hereto shall be replaced with a revised **Exhibit 4** that reflects the final “as built” drawings showing the graphic representation of the Existing A Premises. In order to replace **Exhibit 4** attached hereto, such revised **Exhibit 4** must bear the initials of both Parties indicating their agreement.

1.06 Concourse A Gates Utilization Requirement.

- (A) The Parties agree that United’s lease of the New A Gates and Existing A Gates shall be subject to the same gate utilization requirements as applicable to all other carriers operating at preferentially leased gates in Concourse A, as such utilization requirements may be altered or amended from time to time. The Parties agree that at no time will United be subject to a higher gate utilization requirement than that imposed by the City on other carriers preferentially leasing gates on Concourse A; likewise, unless the Parties agree otherwise, at no time will United be allowed a less restrictive gate utilization requirement than that imposed upon other carriers preferentially leasing gates on Concourse A. The City shall allow United, if United

so chooses, to participate in negotiations related to the Concourse A gate utilization requirements.

- (B) The current gate utilization requirements applicable to all other carriers operating at preferentially leased gates in Concourse A, as set forth in the current Use and Lease Agreements applicable to carriers preferentially leasing gates on Concourse A is as follows: for concourse- level Preferential Use Gates with passenger loading bridges designed for use by turbojet aircraft with more than 95 seats: four (4) departure equivalents (as set forth below) per day, per applicable gate, as averaged over any calendar quarter (i.e., the sum of all departure equivalents at all of Airline's gates for a calendar quarter, divided by the number of Airline's gates, divided by the number of total days in such calendar quarter). "Departure equivalents" shall mean and be counted as follows:
- (1) Aircraft with more than 300 seats count as three departures;
 - (2) Aircraft with more than 200, but less than 301, seats count as two departures;
 - (3) Aircraft with more than 150, but less than 201, seats count as one and one- quarter departures;
 - (4) Aircraft with more than 95, but less than 151, seats count as one departure; and
 - (5) Aircraft with 95 seats or less count as six-tenths of one departure.

PART II

CONCOURSE A UNITED CLUB AND OTHER CONCOURSE A SUPPORT SPACE

2.01 Concourse A United Club.

- (A) Effective on the "Lease Commencement Date of the Concourse A Club Space" (as defined below) and continuing for the term of the Use and Lease Agreement, the City shall lease to United and United shall lease from the City 24,000 square feet in Concourse A for United's construction of a United Club (the "**Concourse A Club Space**"). The Parties agree to work together, in good faith, to identify the specific location of the Concourse A Club Space.
- (B) The City agrees to deliver the Concourse A Club Space to United in a "white shell" condition. The City shall provide utilities, utility lines, and utility connections to the Concourse A Club Space.
- (C) United will be responsible for the actual build out of the Tenant Improvements for the Concourse A Club Space, in accordance with United's specifications and standards. Any such build-out by United shall comply with the requirements set forth in Section 4.02 of the Use and Lease Agreement.
- (D) The Concourse A Club Space shall be leased to United on an exclusive use basis

and shall be deemed to be part of United's Exclusive Use Premises. Except as specifically set forth in this 2020 Lease Amendment, United's lease of the Concourse A Club Space shall be on the same terms and conditions as United's lease of Exclusive Use Premises as set forth in the Use and Lease Agreement.

- (E) The "**Lease Commencement Date of the Concourse A Club Space**" means the date on which the City delivers the Concourse A Club Space to United in a condition such that the Concourse A Club Space is ready for United to perform its Tenant Improvements thereon. The City currently expects to deliver the Concourse A Club Space to United by the fourth quarter of 2021. The Lease Commencement Date of the Concourse A Club Space shall be memorialized by United and the City in a written instrument signed by the Parties. United's obligation to pay all applicable rent, charges and other fees with respect to the Concourse A Club Space, in accordance with the Use and Lease Agreement (including Section 3.03 of the Use and Lease Agreement), shall commence on the Lease Commencement Date for the Concourse A Club Space.

2.02 Other Concourse A Support Space.

- (A) Effective on the "Lease Commencement Date of the Concourse A Support Space" (as defined below) and continuing for the term of the Use and Lease Agreement, the City shall lease to United and United shall lease from the City 50,000 square feet in Concourse A for United's construction of United support space (the "**Concourse A Support Space**"). The Parties agree to work together, in good faith, to identify the specific location(s) of the Concourse A Support Space.
- (B) The City agrees to deliver the Concourse A Support Space to United as follows: for newly constructed space, the City agrees to deliver such space in a "white shell" condition; for existing space, the City agrees to deliver such space in its then-current condition. The City shall provide utilities, utility lines, and utility connections to the Concourse A Support Space.
- (C) United will be responsible for the actual build out of the Tenant Improvements for the Concourse A Support Space, in accordance with United's specifications and standards. Any such build-out by United shall comply with the requirements set forth in Section 4.02 of the Use and Lease Agreement.
- (D) The Concourse A Support Space shall be leased to United on an exclusive use basis and shall be deemed to be part of United's Exclusive Use Premises. Except as specifically set forth in this 2020 Lease Amendment, United's lease of the Concourse A Support Space shall be on the same terms and conditions as United's lease of Exclusive Use Premises as set forth in the Use and Lease Agreement.
- (E) The "**Lease Commencement Date of the Concourse A Support Space**" means the date on which the City delivers the Concourse A Support Space to United in a condition such that the Concourse A Support Space is ready for United to perform its Tenant Improvements thereon. The City currently expects to deliver the

Concourse A Support Space to United by the fourth quarter of 2021. The Lease Commencement Date of the Concourse A Support Space shall be memorialized by United and the City in a written instrument signed by the Parties.

- (F) United's obligation to pay all applicable rent, charges and other fees with respect to the Concourse A Support Space, in accordance with the Use and Lease Agreement (including Section 3.03 of the Use and Lease Agreement), shall commence on the Lease Commencement Date for the Concourse A Support Space.

PART III AGTS PAYMENTS

3.01 The Parties acknowledge the City is contemplating a change in the methodology for fees charged to all carriers operating at DEN in connection with the Airport Guideway Train System (the "AGTS"), with the goal of addressing charges for passengers traveling to connecting flights between concourses (by way of illustration and not limitation, from Concourse C to Concourse B or from Concourse B to A and vice versa), and the Parties hereby agree that any such change in methodology shall be subject to the Parties' mutual agreement, memorialized in an instrument signed by the Parties, and, upon mutual agreement of the Parties, applied to all air carriers, including United, operating at DEN.

PART IV OTHER PROVISIONS

4.01 Except as set forth in this 2020 Lease Amendment, all other terms and conditions of the Use and Lease Agreement shall remain in full force and effect.

4.02 All Tenant Improvements authorized in this 2020 Lease Amendment shall be undertaken at United's sole cost and expense.

4.03 Capitalized terms used but not defined in this 2020 Lease Amendment shall have the meaning given to them in the Use and Lease Agreement.

4.04 The "Effective Date" of this 2020 Lease Amendment shall be the date of final City signatures to this 2020 Lease Amendment, as indicated on the City signature page hereto.

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

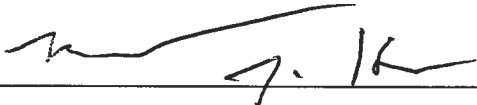
By _____

By _____



Contract Control Number: PLANE-XC2X000-09

Contractor Name: United Airlines, Inc.

By: 

Name: Brett J. Hart
(please print)

Title: Executive Vice President
Chief Administrative Officer
(please print)

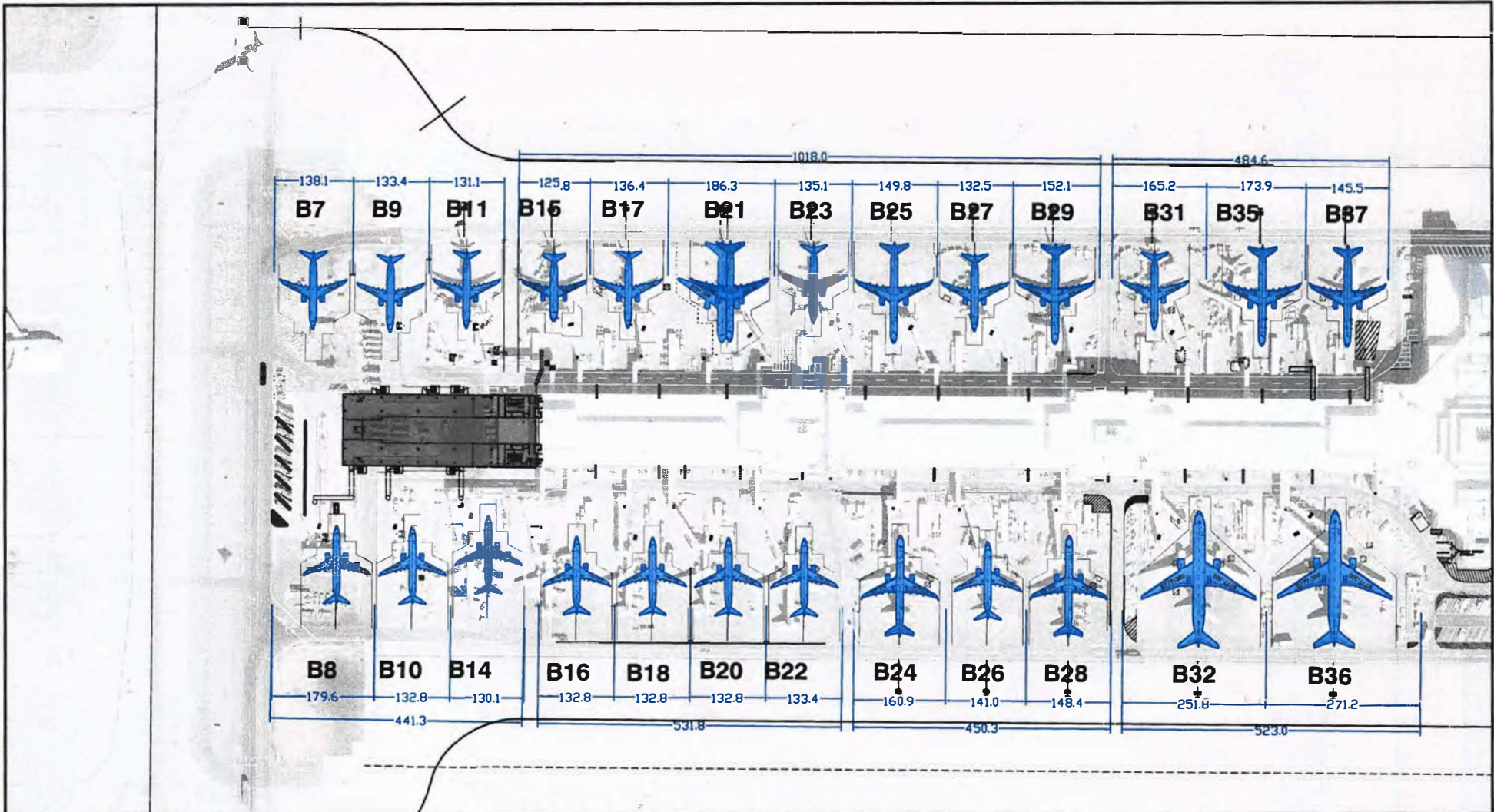
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





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

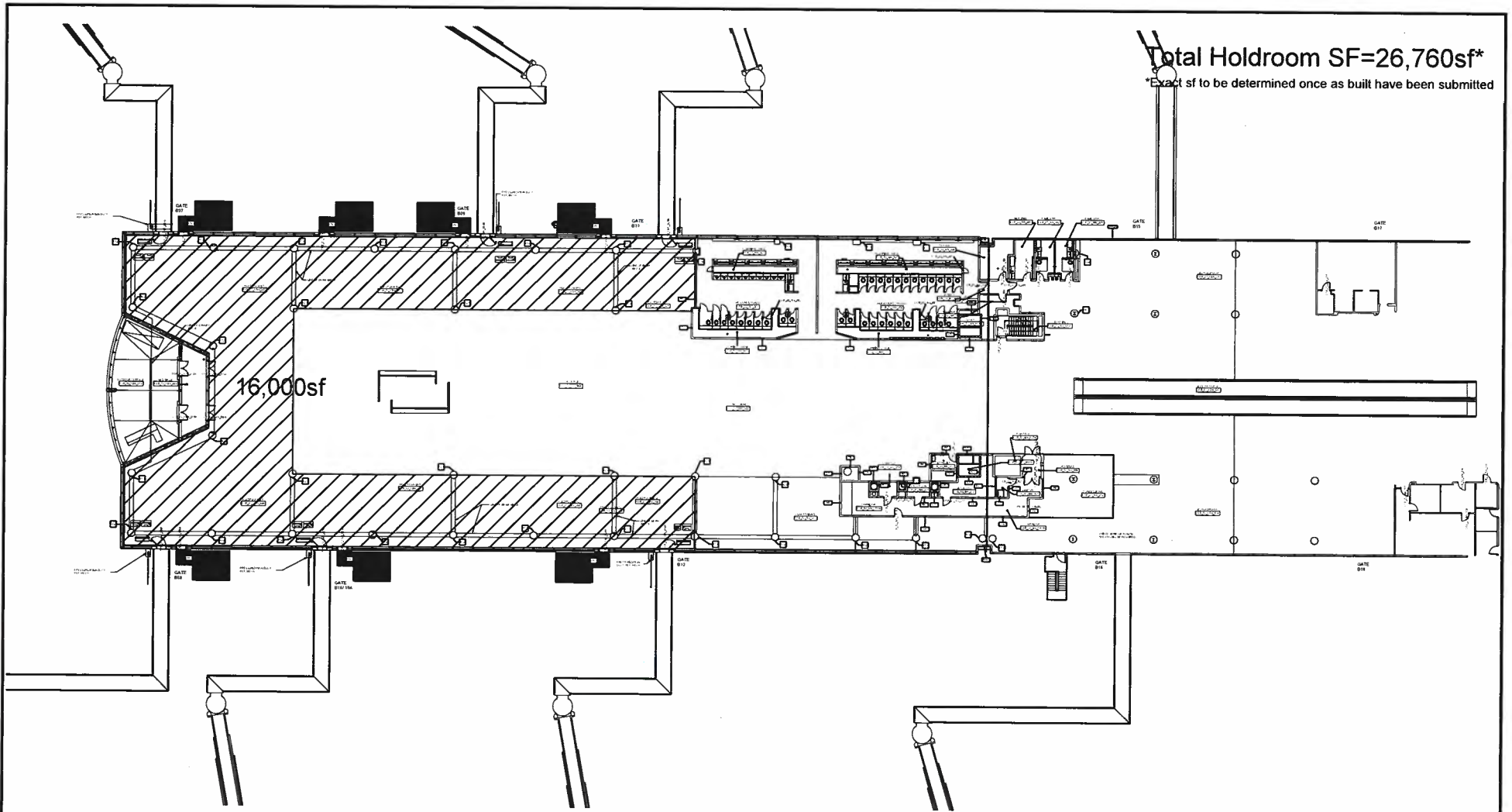
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Exhibit 1-A United Airlines Gate Location

DEN Property Management



CC# Date: 12/20/2019



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

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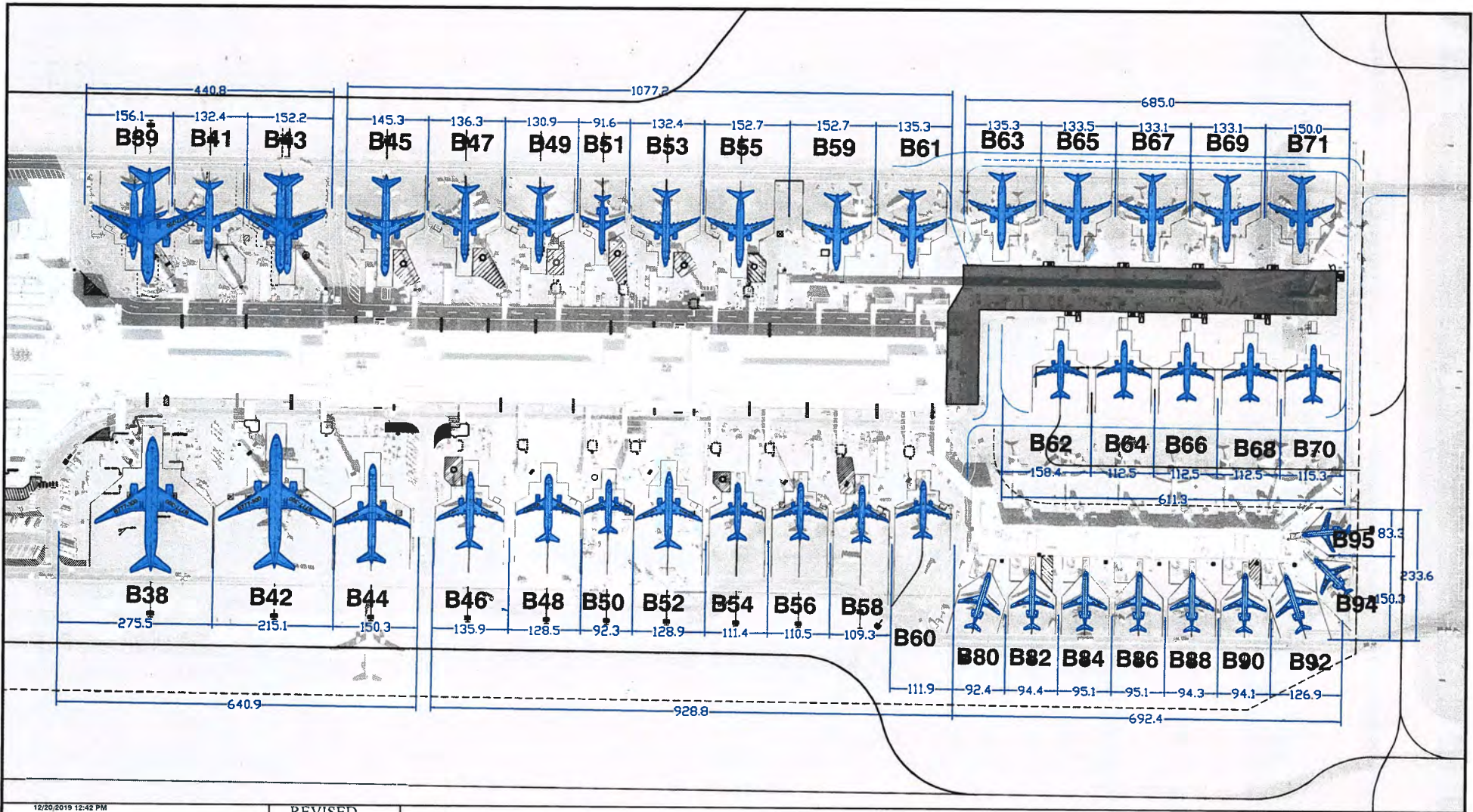
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**EXHIBIT 1-B
CONCOURSE B WEST
CONCOURSE LEVEL**

DEN Property Management

Graphic not to scale



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

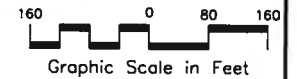
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CC# ual Date 12/20/2019

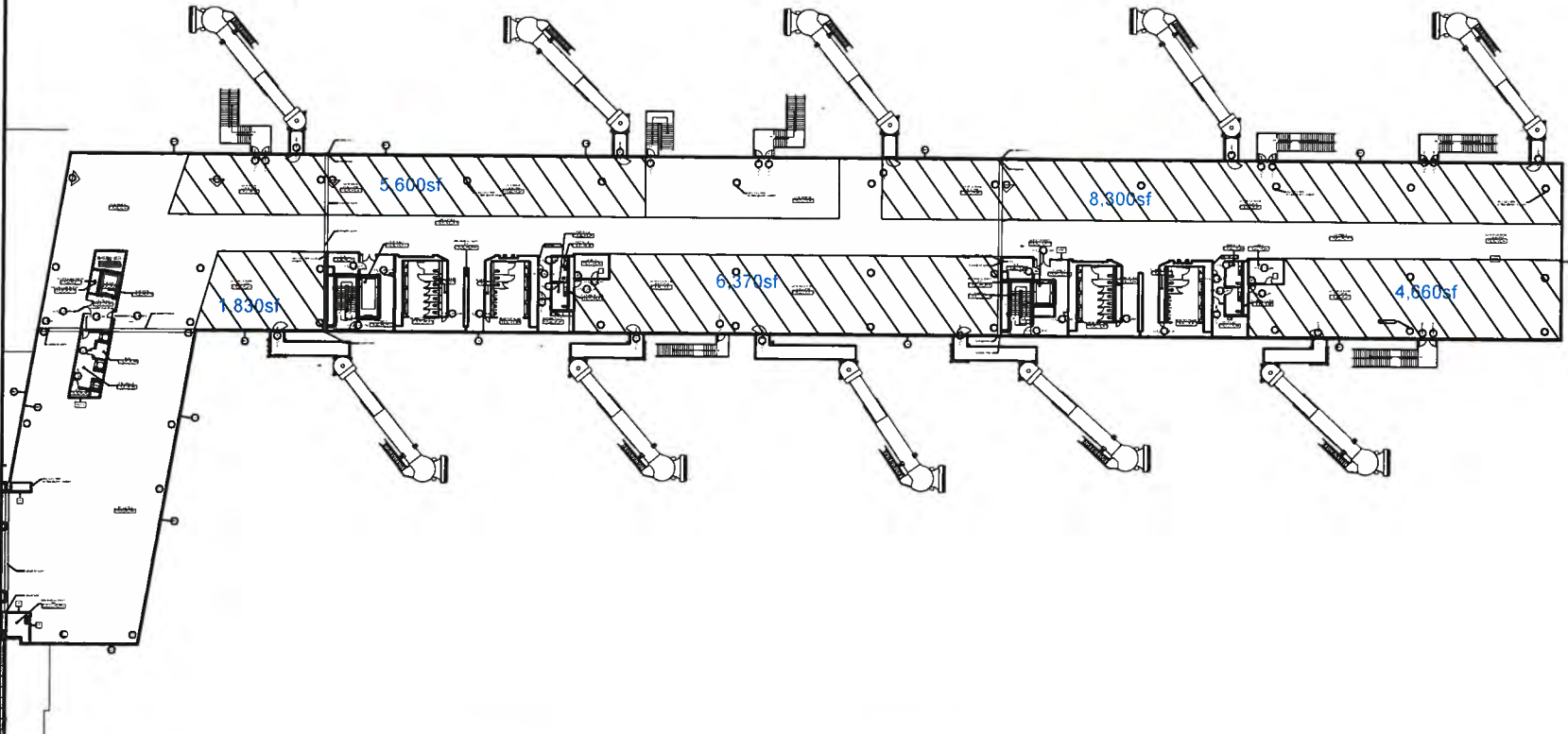
Exhibit 2-A United Airlines Gate Location

DEN Property Management



Total Holdroom SF=26,760sf*

*Exact sf to be determined once as built have been submitted



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

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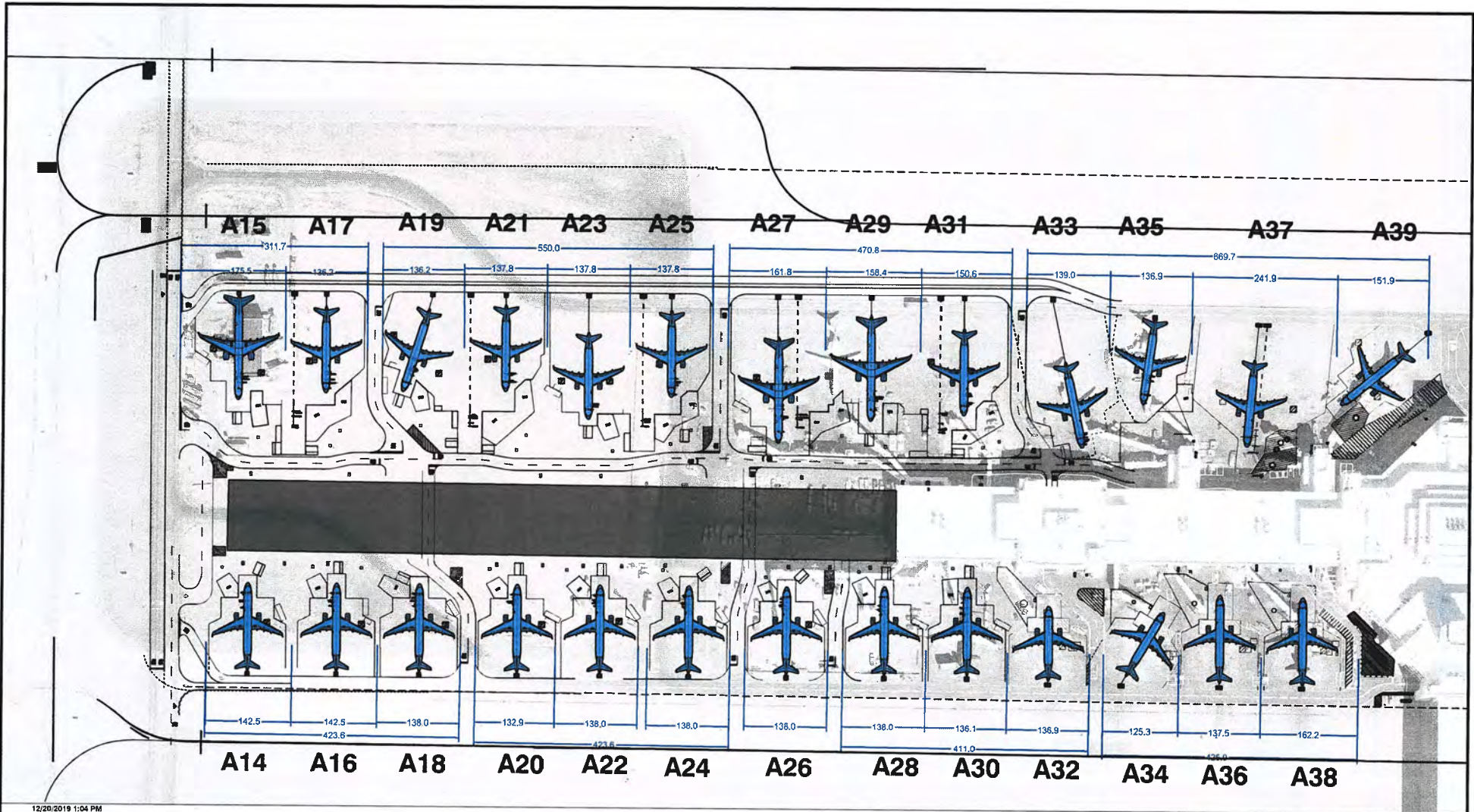
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**EXHIBIT 2-B
CONCOURSE B EAST
CONCOURSE LEVEL**

DEN Property Management

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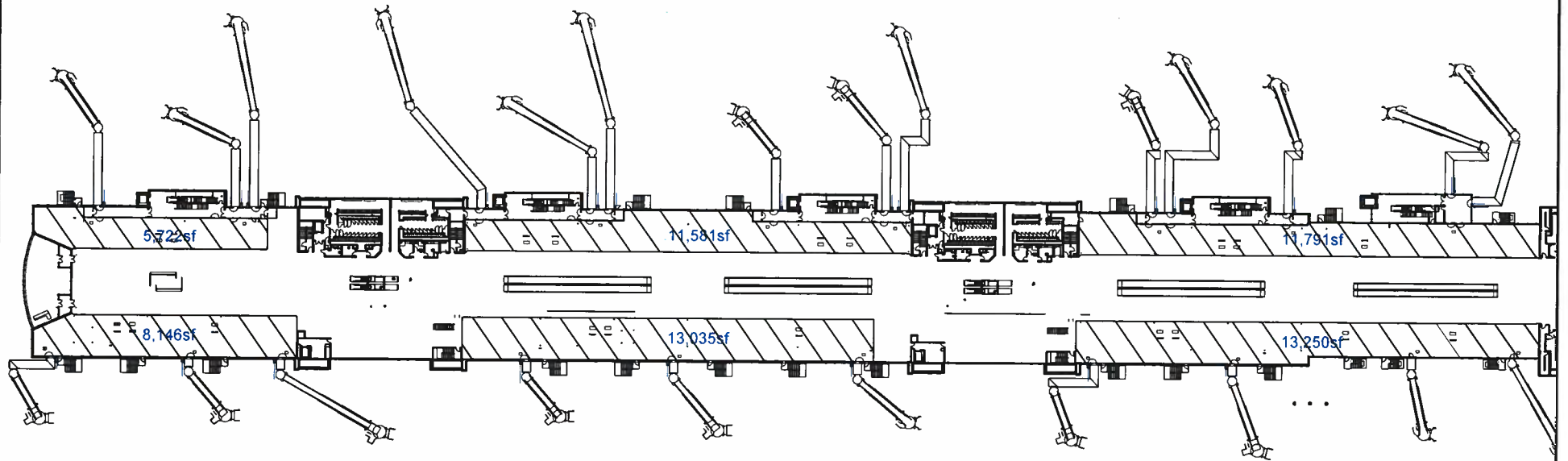
**EXHIBIT 3-A
CONCOURSE A WEST
LEASE LINES**

Note
This drawing was prepared by DEN Planning & Design. For additional copies
or comments, please contact DEN Planning and reference file name below
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Total Holdroom SF=63,525sf*

*Exact sf to be determined once as built have been submitted



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

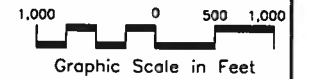
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**EXHIBIT 3-B
CONCOURSE A WEST
CONCOURSE LEVEL**

CC#: ua | Date 12/23/2019

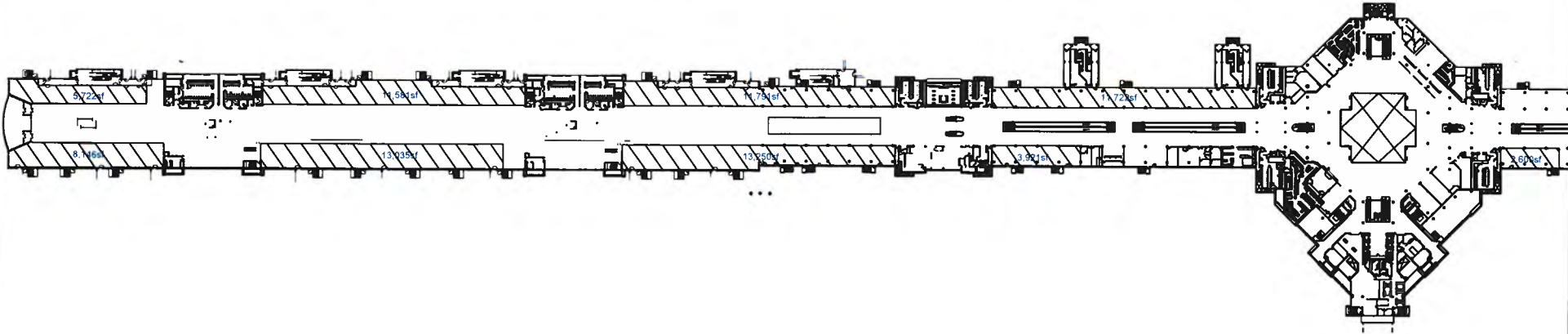
DEN Property Management



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Total Holdroom SF=81,768sf*

*Exact sf to be determined once as built have been submitted
*Existing holdroom SF=31,562sf



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

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**EXHIBIT 4-B
CONCOURSE A WEST
CONCOURSE LEVEL**

CC# ual Date 12/23/2019

DEN Property Management

