

FIRST AMENDMENT TO THE 2017 AMENDED AND RESTATED SPECIAL FACILITIES AND GROUND LEASE AGREEMENT

This **FIRST AMENDMENT TO THE 2017 AMENDED AND RESTATED SPECIAL FACILITIES AND GROUND LEASE AGREEMENT** (the “First Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation (the “**CITY**”), and **UNITED AIRLINES, INC.**, a corporation organized and existing under and by virtue of the laws of Delaware and authorized to do business in the State of Colorado, (the “**Airline**”), collectively the “**Parties**.”

WITNESSETH

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

WHEREAS, the United Air Lines, Inc. (“**Old United**”) and the City entered into that Special Facilities and Ground Lease Agreement (City Contract No. AC2X020), dated October 1, 1992 (as amended by the First Amendment to Lease, dated June 28, 2007, and subsequently Airline (successor-in-interest by merger to Old United) and the City into the 2017 Amended and Restated Special Facilities and Ground Lease Agreement, dated September 29, 2017 (the “**Existing Agreement**”); and

WHEREAS, Airline has requested an additional 170,559 sq. ft. (3.92 acres) of ground space to be added to its leased area near the Airline’s existing aircraft maintenance facility to be used for deicing truck and other ground service equipment parking and storage at the Airport (the “**Additional Ground**”).

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:

1. Capitalized terms not defined in this First Amendment shall have the meaning given to such terms in the Existing Agreement.
2. The purpose of this First Amendment is to amend Exhibits A and B to the Existing Agreement to reflect the addition of the Additional Ground to the Leased Property and, as such, as provided in Sections 3.1(e) and 3.2(b) of the Existing Agreement, this First Amendment shall not be considered an amendment of the Existing Agreement for purposes of Article XI of the Ordinance.
3. The Additional Ground is hereby added to and shall be deemed part of the Leased Property leased by Airline pursuant to the Existing Agreement. The Additional Ground is depicted in attached Exhibit B-6, which is hereby deemed added to and shall be part of the Existing Agreement.

4. The Additional Ground may be used for the parking and storage of deicing trucks and other ground service equipment. However, no aircraft deicing operations or truck maintenance shall be allowed within the Additional Ground.
5. In Exhibit A to the Existing Agreement, the definition of Aircraft Maintenance Facility is hereby deleted and replaced with the following:

AIRCRAFT MAINTENANCE FACILITY

This component is an eight bay hangar complex encompassing approximately 294,000 square feet of enclosed aircraft servicing areas, accommodating up to six narrowbody and two widebody aircraft simultaneously; 200,000 square feet of support facilities; 32 acres of paved ramp adjacent to the hangar complex; and approximately 170,559 square feet of paved ground adjacent to the hangar complex for deicing equipment and ground support equipment vehicle parking.

6. Except as otherwise provided herein, all of the terms, provisions, and conditions of the Existing Agreement shall remain in full force and effect as though set out in full here and are hereby ratified and reaffirmed.
7. This First Amendment shall become effective on the date set forth on the City's signature page below.

[SIGNATURES TO FOLLOW]

Contract Control Number: PLANE-202262054-01
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:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number: PLANE-202262054-01
Contractor Name: UNITED AIRLINES INC

By:  DocuSigned by:
Michael Yost
06D1E08BB63B44E...

Name: Michael Yost
(please print)

Title: Managing Director Airport Affairs
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT B-6, Page 1

LEGAL DESCRIPTION FOR UNITED AIRLINES DE-ICE TRUCK PARKING LEASE AREA

Date: August 11, 2022

A parcel of land situated in the Southwest Quarter of Section 16, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, more particularly described as follows:

Bearings used in this legal description are based on the south line of the southwest quarter of said Section 16, which bears South 89°23'12" East, a distance of 2638.21 feet, monuments as shown.

Commencing at the Southwest corner of said Section 16;

Thence South 89°23'12" East along said south line, a distance of 1423.04 feet;

Thence North 00°31'22" East, a distance of 418.96 feet to the Point of Beginning;

Thence North 89°28'38" West, a distance of 226.56 feet;

Thence North 45°16'00" West, a distance of 204.05 feet;

Thence North 00°05'52" East, a distance of 338.05 feet;

Thence North 89°19'47" East, a distance of 375.41 feet;

Thence South 00°31'22" West, a distance of 488.14 feet to the Point of Beginning.

Said Parcel contains 170,559 square feet or 3.92 acres.

See Exhibit B-1, Page 2

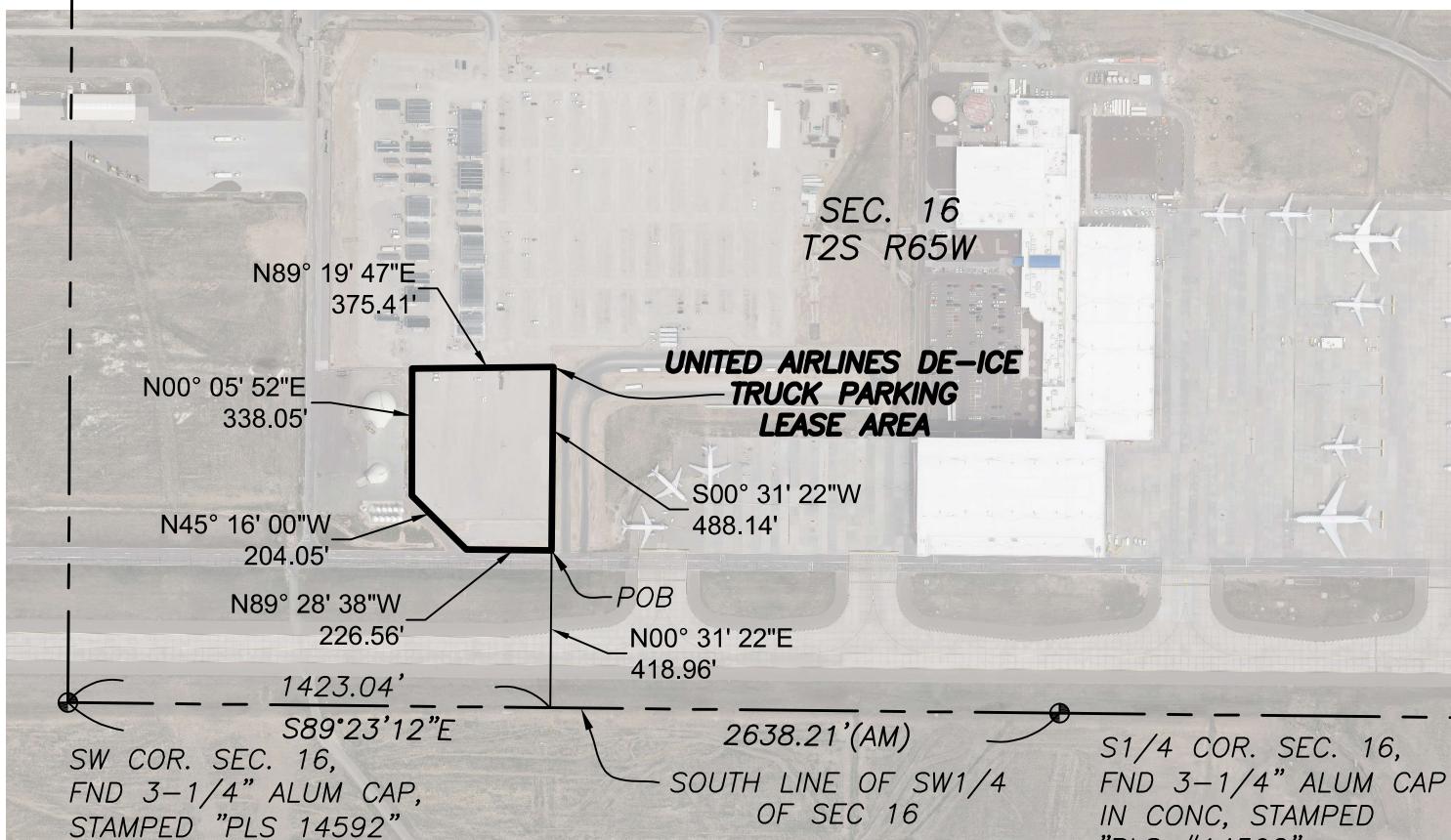
EXHIBIT B-6 Page 2

SCALE
1" = 500'

LEGEND

POB = POINT OF BEGINNING
SQ FT = SQUARE FEET
(AM) = AS MEASURED
ALUM = ALUMINUM
COR. = CORNER
SEC. = SECTION

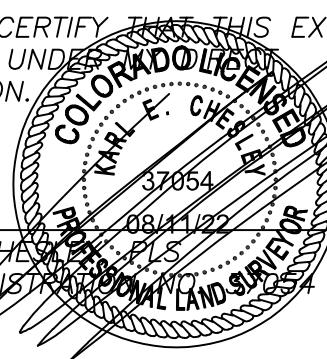
W1/4 COR. SEC. 16,
FND 3-1/4" ALUM. CAP
IN CONC, PLS #14592



UNITED AIRLINES DE-ICE TRUCK
PARKING LEASE AREA: 170,559 SQ FT
OR 3.92 ACRES

I HEREBY CERTIFY THAT THIS EXHIBIT WAS
PREPARED UNDER THE
SUPERVISION.

KARL E. CHESTER, PLS
COLO. REGISTRATION NO. 44
PROFESSIONAL LAND SURVEYOR



NOTE: THIS DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOR DOES IT REPRESENT A TITLE SURVEY BY THIS SURVEYOR. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.