

APPENDIX 4-E

LIST OF KEY TURNOVER AND DELIVERY DATES

The key turnover and delivery dates listed below are based upon a Commercial Close date of August 28, 2017. Any delay in achieving Commercial Close will result in day-for-day schedule adjustment until Commercial Close is achieved.

Description	Date
Scheduled Turnover Dates for each Construction Work Area:	
Construction Work Area #1	05/01/2019
Construction Work Area #2	01/30/2020
Construction Work Area #3	10/23/2020
Construction Work Area #4	11/03/2021
Baseline Level 5.5 Completion Deadline	01/30/2020
Baseline Developer TSA Screening Area Handover Date	06/15/2020
Baseline Owner TSA Screening Area Handback Deadline	10/23/2020 (TSA Handover + 90 days)
Baseline Functional Area Readiness Dates:	
Functional Area #1 (Level 6 West Curbside) Phase 4	11/03/2021
Functional Area #2 (Level 6 East Curbside) Phase 4	11/03/2021
Functional Area #3 (Airline Space – West Module 3) Phase 2	01/30/2020
Functional Area #4 (Airline Space – East Module 3) Phase 2	01/30/2020

Functional Area #5 (Airline Space – West Module 2) Phase 1	05/01/2019
Functional Area #6 (Airline Space – East Module 2) Phase 1	05/01/2019
Functional Area #7 (Security Screening Area West – Module 1) Phase 3	10/23/2020
Functional Area #8 (Security Screening Area East – Module 1) Phase 3	10/23/2020
Functional Area #9 (Expanded North Balcony – Vertical conveyance L6 to L5) Phase 4	11/03/2021
Functional Area #10 (Level 6 South Bridge Expansion) Phase 4	11/03/2021
Functional Area #11 (AOB Corridor)	01/10/2020
Functional Area #12 (Landside Plaza) Phase 4	11/03/2021
Functional Area #13 (Airside Plaza – Center Mod 2) Phase 4	11/03/2021
Functional Area #14 (Airside Plaza – Center Mod 1) Phase 4	11/03/2021
Functional Area #15 (AGTS Access – Vertical conveyance L5 to L4 Mod 1 & 2) Phase 4	11/03/2021
Functional Area #16 (AGTS Access – Escalators L5 to L4 center Mod 2) Phase 1	05/01/2019
Functional Area #17 (AGTS Area – Level 4) Phase 1	05/01/2019
Functional Area #18 (Goods and Materials Delivery and Screening Facility) Phase 4	11/03/2021
Functional Area #19 (Central Monitoring Facility)	05/01/2019

Area #21 (Baggage Claim West – Level 5) Phase 3	10/23/2020
Area #22 (Baggage Claim East – Level 5) Phase 3	10/23/2020
Baseline Project Substantial Completion Date	11/04/2021

APPENDIX 4-F
FORM OF INTERIM OFFICE LEASE AGREEMENT

(See attached.)

**CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT AT WORLDPORT
INTERIM OFFICE SPACE LEASE**

This Interim Office Space Lease is entered into this ____ day of _____, 2017, between the CITY AND COUNTY OF DENVER ("City") on behalf of its Department of Aviation ("DEN"), and _____ ("Lessee"), a _____ corporation authorized to do business in Colorado.

RECITALS

WHEREAS, Lessee and City are parties to a Development Agreement, known by contract number _____ (the "DA"), which provides for the remodel of the Jeppesen Terminal at Denver International Airport (the "Project"). During the design and construction period of the DA, it is in the best interest of all parties for the Lessee to have temporary office space for its personnel at Worldport; and

WHEREAS, City has identified office and parking space at the Worldport building, owned and operated by DEN (the "Property") for Lessee to utilize in accordance with the terms of this Interim Office Space Lease (the "Lease") for its personnel on a temporary basis at the Property; and

NOW THEREFORE, the City and Lessee hereby set forth the terms and conditions for Lessee's use of the Property as follows:

SECTION 1

Purpose

1.1 The purpose of this Lease is to facilitate the Lessee's non-exclusive use of the Property as described in **Exhibit A** for office use and parking purposes. The parties agree that this Lease is not a lease of the Property. Lessee specifically acknowledges and understands that this Lease is temporary, and that the uses granted in this Lease are revocable by the City. Any improvements made on or to the Property are made at Lessee's risk and shall not obligate the City hereunder to enter into a lease for the Property, or to pay Lessee hereunder for such improvements or the removal of such improvements. The Lessee agrees that all activities it conducts on the Property shall be performed in accordance with the terms and conditions set forth in this Lease.

SECTION 2
City's Rights

2.1 City reserves the right to control, monitor, and establish reasonable procedures applicable to Lessee's use of the Property. The City reserves the right to revoke or modify this Lease at any time. The City also reserves the right of title, use, and occupancy of the Property, subject to the rights granted herein, provided that the City shall not unreasonably interfere with Lessee's exercise of the Lease rights granted hereunder.

SECTION 3
General Requirements and Conditions

3.1 Specific Terms and Conditions. This Lease is subject to the following terms and conditions:

a. To the extent that it requires the same, Lessee, at its own expense, shall provide for use of its employees all offices supplies necessary to operate an A&E and Construction office, including but not limited to copiers, printers, plotters and supplies needed to complete large scale drawings along with any other incidental office supplies and equipment.

b. Lessee, at its own expense, shall provide all necessary technology, excluding Wi-Fi, for its employees and contractors, technology includes but is not limited to computers, routers, and long distance calling services.

c. Lessee will, at its own cost and expense, keep the Property in a neat, clean, safe, sanitary, and orderly condition at all times, and further agrees that it will keep such areas free at all times of all rubbish and debris.

d. Lessee, at its own expense, shall collect and deposit all trash and refuse at frequent intervals during the term at collection station locations specified by the City.

e. Accumulation of boxes, cartons, barrels, or other similar items are not permitted.

f. Alcoholic beverages and smoking are not allowed.

g. Owner will provide utilities.

h. Lessee will follow the other terms and conditions stated in this Lease.

Any property of the City damaged or destroyed by Lessee incident to the exercise of the privileges granted by this Lease shall be promptly repaired or replaced by Lessee to its previous condition to the reasonable satisfaction of the Owner's Authorized Representative.

3.2 Insurance. Denver Great Hall LLC shall obtain and keep in force during the entire term of this Lease, insurance policies as described in Section 2 of Appendix 18 of the Development Agreement entered into by the City and County of Denver, a municipal corporation of the State of Colorado, through and on behalf of its Department of Aviation and Denver Great Hall LLC ("**Development Agreement**") relating to Project Operating Period.

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

3.3 Indemnification. Lessee agrees to defend, indemnify and hold harmless the City, its agents, officers, officials, and employees against all liabilities, claims, judgments, suits, investigations, legal or administrative proceedings, or demands for damages to persons or property caused by Lessee's use or occupancy of the Property, except to the extent caused by or resulting from the negligence, willful misconduct or intentional misconduct of the City. Lessee's duty to defend and indemnify shall arise at the time of written notice of the claim. The minimum insurance requirements prescribed herein shall not be deemed to limit or define the obligations of Lessee hereunder.

3.4 Compliance with all Laws. Lessee shall, while occupying the Property pursuant to this Lease, observe and comply with the applicable provisions of the charter, ordinances, and rules and regulations of the City, and with all Colorado and federal laws which in any manner limit, control or apply to the work performed by Lessee. Lessee shall also comply with all applicable rules and regulations of the City and County of Denver and its Department of Aviation. Lessee will be solely responsible for any and all claims, costs, and liabilities, including reasonable attorney/consultant fees and costs, arising out of or in connection with Lessee's operations on the Property and including restoration or cleaning on the Property associated with Lessee's use of hazardous materials on the Property.

3.5 Personal Grant. The rights of Lessee hereunder are personal to the Lessee and so shall not constitute an interest in real property and shall not run with the land. This Lease may not be assigned by Lessee, and nothing contained in this Lease shall give or allow any such claim or right of action by any other or third person based on this Lease. The City and the Lessee expressly intend that any person other than the

City or the Lessee receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

3.6 Lease Subordinate to Agreements with United States. This Lease is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the development of the City's airport system.

3.7 Bond Ordinances. This Lease is in all respects subject and subordinate to any and all City applicable bond ordinances for the City's airport system and to any other bond ordinance which should amend, supplement or replace such bond ordinances.

3.8 Liens. Lessee agrees to promptly pay when due all bills, debts and obligations incurred by it in connection with its activities on the Property hereunder and not to Lease the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Property or improvements thereon.

3.9 Nondiscrimination. In connection with the performance of work under this Lease, Lessee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Lessee further agree to insert the foregoing provision in all subcontracts hereunder.

3.10 Hazardous Materials. Lessee agrees that nothing shall be done or kept on the Property and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Property which might be unsafe or hazardous to any person or property.

3.11 Electrical Overload. Lessee agrees that nothing shall be done or kept on the Property and no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Property which might impair the structural soundness of the building, result in an overload of utility lines serving the Property.

3.12 Improvements. Lessee, after receiving written approval from the City, shall at its sole cost and expense construct and install any Improvements necessary for it to conduct its business operations on the Property. Any improvements made on or to the Property are made at Lessee's risk and shall not obligate the City to pay Lessee hereunder (unless otherwise agreed) for such improvements or the removal of such improvements. The Improvements are subject to the prior written approval of the City and shall be constructed in accordance with the Airport's Tenant Development Guidelines, and pursuant to the City's building permit process and the customary terms and conditions thereof.

SECTION 4

Term, Consideration, Notices, and Miscellaneous

4.1 Term. This Lease shall commence on with the Effective Date of the DA and terminate six months after the Project Final Acceptance Date (as defined in the DA).

4.2 Consideration. The parties acknowledge that reasonable lease expenses of a contractor's jobsite office would be paid by the City as part of the contractor's general conditions. Therefore, for this Project, the City agrees to provide use of the Property to the Lessee for its jobsite office, in exchange, the Lessee has removed all of its lease costs associated with a project office from the cost of the Work. Furthermore, the Lessee agrees to use the Property solely in support of the Work.

4.3 Notices. All notices required to be given to the City or Lessee hereunder shall be in writing and sent by certified mail, return receipt requested, to:

City: Chief Executive Officer Denver International Airport
8500 Pena Boulevard, 9th Floor
Denver, Colorado 80249-6340

with a copy to:

Airport Property Office Denver International Airport
8500 Pena Boulevard, 9th Floor
Denver, Colorado, 80249-6340

Lessee:

with a copy to:

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

4.4 Entire Agreement. No amendments, unless expressly reserved to the Aviation CEO herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Lease.

4.5 Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to them in Appendix 1 in the Development Agreement.

4.6 Legal Authority. The undersigned representative of the Lessee assures, guarantees, and warrants that he or she possesses the legal authority to execute this Lease and has complete authority to sign on behalf of and bind Lessee. The Lessee also warrants and guarantees that the person or persons signing and executing this Lease on behalf of the Lessee has been fully authorized by the Lessee to execute this Lease on behalf of the Lessee and to validly and legally bind the Lessee to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Lease if there is a dispute as to the legal authority of either the Lessee or the person signing the Lease to enter into this Lease.

4.7 Development Agreement. This Interim Office Space Lease is ancillary to and in support of the Development Agreement which was approved by City Council. Any provision contained in this Interim Office Space Lease which conflicts with any provision in the Development Agreement, the provision contained in the Development Agreement shall govern and control.

Exhibit A

Description of Property

(To be completed in execution version.)

Exhibit B

Insurance

(See attached.)

Property Insurance

Coverage: All Risk Form Property Insurance, Replacement Cost basis

Personal Property, Contents, Fixtures, Tenant Improvements and Betterments

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

Business Income including Loss of Rents

Amount equal to all Minimum Annual Rent and Other Sums payable under the Lease

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

1. The City and County of Denver, Department of Aviation shall be named as loss payee as its interest may appear.
2. Waiver of Subrogation Applies to City as Landlord for any protected Landlord Property.
3. In the event of payment of any Loss Involving Tenant Improvements and Betterments, permanent fixtures, etc, the insurance carrier shall pay the City (as Landlord) its designee first for said property loss.
4. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy.

III. ADDITIONAL CONDITIONS

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

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"/VII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

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