

**FIRST AMENDMENT TO DEN USE AND CARGO FACILITIES LEASE
AGREEMENT**

THIS FIRST AMENDMENT TO DEN USE AND CARGO FACILITIES LEASE AGREEMENT (this “**First Amendment**”), is made and entered into as of the date indicated on the City’s signature page (the “**First Amendment Effective Date**”), 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 **DHL EXPRESS (USA), INC.**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, and authorized to do business in the State of Colorado, hereinafter referred to as (the “**LESSEE**”), (collectively “**Parties**”).

WITNESSETH:

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

WHEREAS, the Parties entered into a certain DEN Use and Cargo Facilities Lease Agreement, City Contract No. 202265979, executed May 22, 2023 (the “**Existing Agreement**”); and

WHEREAS, the City desires to, and the Lessee agrees to allow the City to, temporarily and exclusively use a portion of the Demised Premises, as described in the Existing Agreement, for the development and operation of a satellite badging office (the “**DEN Satellite Badging Office**”), such portion being identified on **Exhibit C-4**, including the use of certain common areas and parking areas; and

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

1. “**Exhibit C-4**” and “**Exhibit C-5**” attached hereto are incorporated into the Existing Agreement as further described below.
2. Part III, Section 3.05 is added to the Existing Agreement:

“3.05. **DEN SATELLITE BADGING OFFICE.**”

A. Commencing on the First Amendment Effective Date, the City shall reserve the area identified on **Exhibit C-4**, consisting of approximately 4,756.4 square feet (“**Satellite Badging Premises**”), for its exclusive use as the DEN Satellite Badging Office. The Satellite Badging Premises shall be deemed to include 4,756.4 square feet of building space and 22,511 square feet of ground space identified on **Exhibit C-4**. During the City’s use of the Satellite Badging Premises pursuant to this Section 3.05, the Lessee will not be required to pay any base or

additional rent or expenses for the square footage in the Satellite Badging Premises, nor shall such area be deemed a part of the Demised Premises until it is returned to Lessee in the condition required by this First Amendment, and notwithstanding anything in the Existing Agreement to the contrary, all of Lessee's obligations and liabilities under the Existing Agreement, with respect to the Satellite Badging Premises, shall be suspended and of no force or effect until City has ceased using the Satellite Badging Premises and returned it to Lessee in the condition required by this First Amendment. Without limiting the foregoing, the City shall be responsible for the maintenance and repair of the Satellite Badging Premises in the manner required by the Existing Agreement, and Lessee's insurance, indemnity, hold harmless, and similar obligations under the Existing Agreement shall expressly exclude the Satellite Badging Premises.

B. The City shall cease its use of the Satellite Badging Premises on March 1, 2027, upon which date the City shall deliver the Satellite Badging Premises back to the Lessee. Should the City hold over its use or occupancy of any portion of the Satellite Badging Premises after March 1, 2027, such holding over shall be deemed a month-to-month use. All conditions as described in this Section 3.05 shall remain the same, except for the date at which the City shall deliver the Satellite Badging Premises back to the Lessee. If the City holds over pursuant to this Section 3.05.B, either party may, with or without cause, terminate the City's use of the Satellite Badging Premises by giving not less than thirty (30) days prior written notice to the other party. Said notice shall set out the date of such cancellation and termination.

C. The City, in its sole discretion, may alternatively choose to terminate its use of the Satellite Badging Premises earlier than March 1, 2027, upon 30 days' written notice to the Lessee, in the form attached hereto as **Exhibit C-5**. The City shall return the Satellite Badging Premises to Lessee in the same condition as before the City commenced its use of the Satellite Badging Premises (including removal of all alterations and improvements, and all furniture, fixtures and equipment, if any, installed by City), normal wear and tear excepted.

D. The Parties agree to fully cooperate and coordinate with each other in the City's occupation and use of the Satellite Badging Premises. The City shall be responsible for all utilities and services consumed on the Satellite Badging Premises. If any such utilities or services are not separately metered or submetered, or otherwise separately charged and billed to the City, and are instead paid by Lessee, then the City shall reimburse Lessee for a proportionate share of the costs of such utilities and services. The Parties have agreed that the Satellite Badging Premises constitute approximately 7.9% of the utilities and services for the Leased Premises, and such percentage shall be the percentage share used for any utilities and services that Lessee is required to pay with respect to the Satellite Badging Premises. City shall pay any such invoice within thirty (30) days after receipt.

E. The City hereby releases the Lessee from and against any and all claims, liabilities, losses, damages, judgments, fines, and penalties arising out of the following: (1) the use or occupancy by the City or its employees, agents, or contractors of the Satellite Badging Premises and any adjacent areas of the Leased Premises; (2) any negligence on the part of the City or its employees, agents, or contractors occurring in or on the Satellite Badging Premises and any adjacent areas of the Leased Premises; and (3) any accident, injury to or death of any person, or

damage to or destruction of any property occurring in or on the Satellite Badging Premises caused by the City or its employees, agents, or contractors.

F. Upon termination of the City's use of the Satellite Badging Premises as described in Section 3.05.B or 3.05.C, this Section 3.05 shall have no force and effect."

3. Except as modified by this First Amendment, all of the terms and conditions of the Existing Agreement shall remain in full force and effect.
4. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Existing Agreement.
5. This First Amendment to the Existing Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: PLANE-202582841-01 / LEGACY-202265979-01
Contractor Name: DHL EXPRESS (USA), 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-202582841-01 / LEGACY-202265979-01
DHL EXPRESS (USA), INC.

By: See Attached

Name: Ryan Johnson
(please print)

Title: CFO
(please print)

ATTEST: [if required]

By: See Attached

Name: Ed Verret
(please print)

Title: VP Transactions
(please print)

Contract Control Number:
Contractor Name:

PLANE-202582841-01 / LEGACY-202265979-01
DHL EXPRESS (USA), INC.

By: DocuSigned by:
Ryan Johnson
8720319F46EA4BA...

Name: Ryan Johnson
(please print)

Title: CFO
(please print)

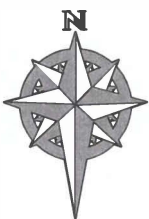
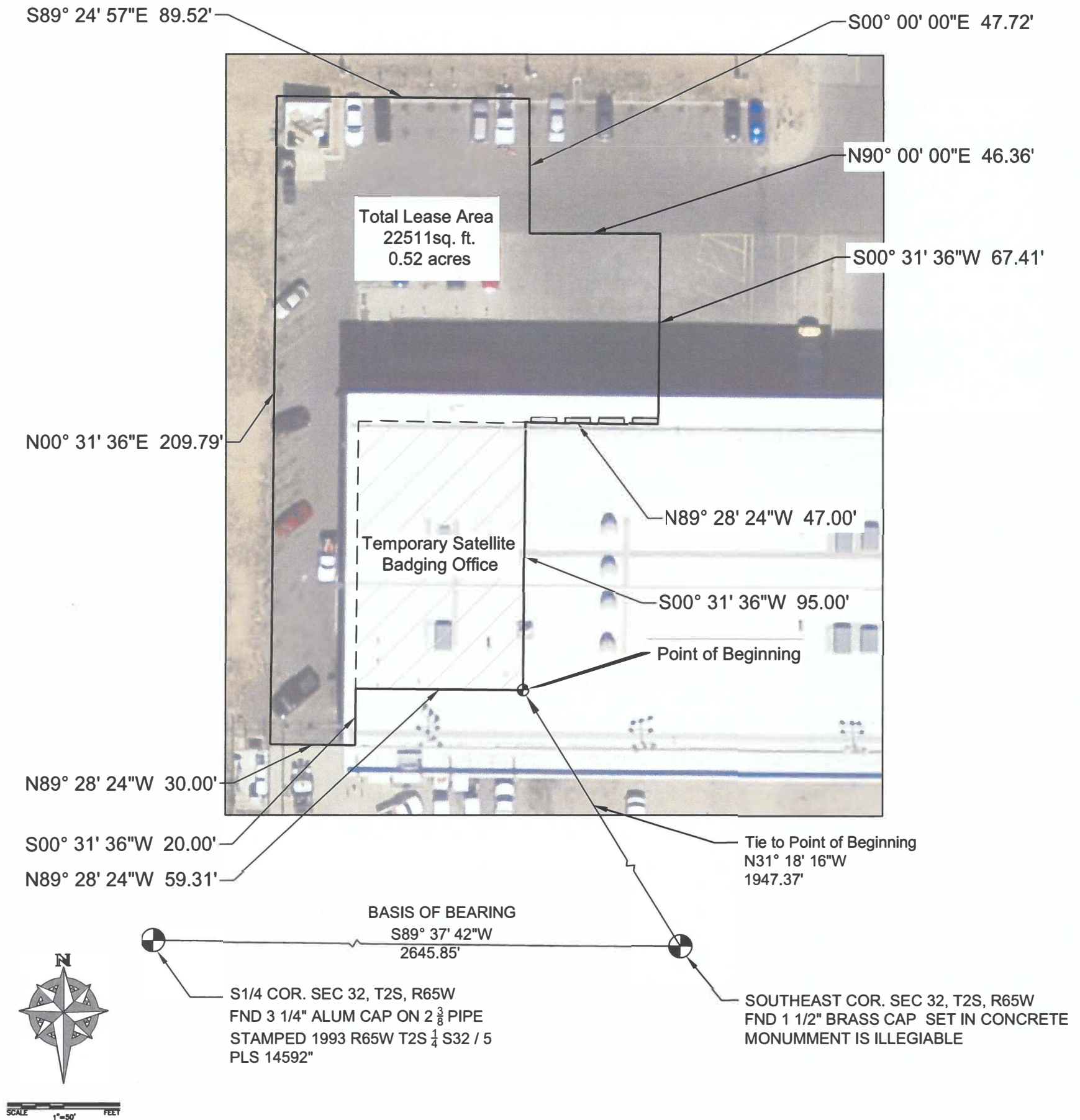
ATTEST: [if required]

By: DocuSigned by:
Ed Verret
8A1EEBD77A5049C...

Name: Ed Verret
(please print)

Title: VP Transactions
(please print)

EXHIBIT C-4; Page 1 of 3
Lease Area for
Temporary Satellite Badging Office



SCALE 1"=50' FEET

Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way 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
Jeffrey C Scanniello
COLO. PLS# 36565


	<p>CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT</p>																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISED</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>NAME</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISED			NO.	DATE	NAME										<p>Temporary Satellite Badging Office</p>			<p>Situated in SE $\frac{1}{4}$ Section 32 Township 2 South, Range 66 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.</p>
REVISED																			
NO.	DATE	NAME																	
<p>REQUESTED BY: Airline Affairs</p>	<p>DATE 12/04/25</p>	<p>SCALE 1"=50'</p>	<p>DRAWN BY: <u>JCS</u> FIELD BY: <u>JCS</u> CHECKED BY: <u>RL</u></p>																
		<p>SHEET NO. <u>1</u> OF <u>2</u> SHEETS</p>	<p>DRAWING NO.</p>																

EXHIBIT C-4; Page 2 of 3
PARCEL DESCRIPTION
LEASE AREA FOR TEMPORARY SATELLITE BADGING OFFICE

A parcel of land located in the Southeast ¼ Section 32, Township 2 South, Range 66 West of the 6TH P.M., City and County of Denver, State of Colorado.

Basis of Bearings: Assuming the Southerly Line of Section 32, Township 3 South, Range 66 West of the 6TH Principal Meridian, as monumented by a 1 ½" Brass Cap (Monument is Illegible) at the Southeast Corner of Section 32 and a 3 1/4" Aluminum Cap on 2 3/8" diameter pipe, cap stamped "LS 14582" at the South ¼ Corner of Section 32 bearing S 89° 37' 42" W, 2645.85 feet with all bearings contained herein relative thereto.

Commencing at the Southeast Corner of Section 32

THENCE N 31° 18' 16" West, 1947.37 feet to the Point of Beginning;

THENCE North 89°28'24" West, 59.31 feet;

THENCE South 0°31'36" West, 20.00 feet to a point;

THENCE North 89°28'24" West, 30.00 feet to a point;

THENCE North 0°31'36" East, 209.79 feet to a point;

THENCE South 89°28'24" East, 89.52 feet to a point;

THENCE South 0°00'00" East, 47.72 feet to a point;

THENCE North 90°00'00" East, 46.36 feet to a point;

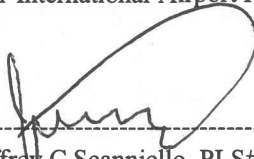
THENCE South 0°31'36" West, 67.41 feet to a point;

THENCE North 89°28'24" West, 47.00 feet to a point;

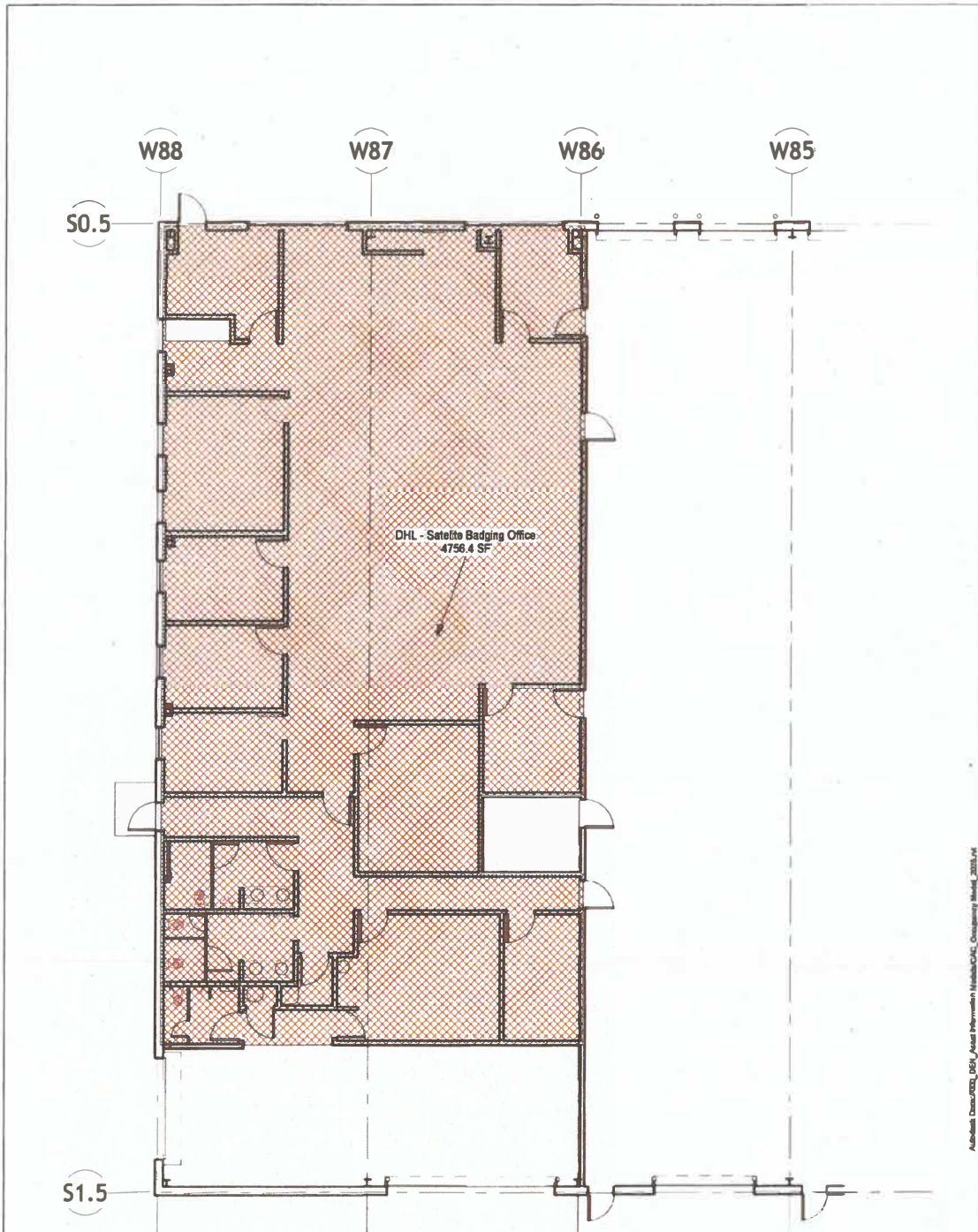
THENCE South 0°31'36" West, 95.00 feet to a point, To the Point of Beginning

Containing 22511 square feet or 0.52 acres more or less

This legal description was prepared by Jeffrey C. Scanniello, LS# 36565, for Denver International Airport Planning Department



Jeffrey C Scanniello, PLS# 36565
Den Airport Surveyor
December 4, 2025



SCALE: 3/32" = 1'-0"

NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LESSEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY, IT IS THE RESPONSIBILITY OF THE LESSEE AND DESIGNERS OF RECORD TO FOLLOW ALL APPLICABLE BUILDING CODES AND REQUIREMENTS.

Rohini S. Digitally signed by Rohini Sakwana
Date: 2025.12.22 11:17:02-0700

DEN Planning and Design

AutoCAD Document: D:_Asset Information\Hatch\CAC_Contouring Model_2025.rvt 11/20/2025 11:18:59 AM

KEY PLAN DHL BUILDING			DENVER INTERNATIONAL AIRPORT	
			EXHIBIT A CAC 01 W87 S1 25001 CAC BUILDING SBO	
		REQUESTED BY: SM DRAWN BY: AL		DATE: 11/24/25



DENVER INTERNATIONAL
8500 Peña Blvd. | Denver, Colorado 80249-6340 | (303) 342-2000

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Date: _____

DHL Express (USA), Inc.
1210 South Pine Island Road,
Plantation, FL 33324
Attn: Marty Zamorano

RE: **30 Days' Notice of Cessation of Use of Satellite Badging Premises.**

Dear Mr. Zamorano,

This letter serves as formal notice that the City and County of Denver, acting for and on behalf of its Department of Aviation, will cease use and occupancy of the space currently utilized as the DEN Satellite Badging Office pursuant to Section 3.05 of Contract No. 202265979, effective thirty (30) days from the date of this notice.

The final day of use will be _____.

Sincerely,

George Karayiannakis
Senior Vice President, Airline Affairs
Denver International Airport