

LICENSE AGREEMENT – CONCOURSE B RAMP TOWER

THIS LICENSE AGREEMENT FOR CONCOURSE B RAMP TOWER (the “**License Agreement**”) is made and entered into as of the date stated on the City signature page below, by and between the **CITY AND COUNTY OF DENVER** (the “**City**”), for and on behalf of its Department of Aviation (“**DEN**” or “**Airport**”), and **UNITED AIRLINES, INC.**, a Delaware corporation authorized to do business in Colorado (“**United**”).

WITNESSETH:

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

WHEREAS, the Parties entered into a Special Facilities and Ground Lease Agreement, as amended and restated in the Second Amendment to the 2017 Amended and Restated Special Facilities and Ground Lease Agreement (“**Special Facilities Lease**”) (Contract No. 202366957-02) for the facilities constructed with Airport Bond Funds when the Airport was built; and

WHEREAS, the Concourse B Ramp Tower (“**Ramp Tower**”) forms part of the bond-funded facilities in the Special Facilities Lease and which the City leases back from United for DEN’s ramp control operations; and

WHEREAS, the Parties entered into a License Agreement regarding the City’s use of portions of the Ramp Tower dated December 11, 2013 (Contract No. 201311198-00), a First Amendment on July 11, 2016 (Contract No. 201311198-01), a Second Amendment, on February 10, 2019 (Contract No. 201311198-02) and a Third Amendment on (Contract No. 202158328-00) (collectively “**Legacy License Agreement**”); and

WHEREAS, the Legacy License Agreement is set to expire on October 1, 2023, and the Parties desire to enter into this License Agreement for the continued use of portions of Concourse B Ramp Tower at DEN until the earlier of the (a) expiration or early termination of the Special Facilities Lease or (b) termination of this License Agreement in accordance with the terms of this License Agreement; and

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

1. GRANT OF LICENSE; TERM.

1.1 Grant of License. United hereby licenses to the City the premises delineated on *Attachment A* to this License Agreement (“**Licensed Premises**”), depicting a portion of the Concourse B Ramp Tower, for DEN’s ramp control operations. The City’s use or occupancy of the Licensed Premises shall be limited to airport operations. This grant is subject to the conditions of this License Agreement, and shall be subordinate to the terms of the Special Facilities Lease of which the Licensed Premises forms a part.

1.2 Term. The Term of this License Agreement shall commence on October 2, 2023 (“**Commencement Date**”) and terminate on October 1, 2032 (“**Expiration Date**”), unless terminated sooner in accordance with the terms of this License Agreement. Either party may terminate this License Agreement, without cause, upon no less than 90-days advanced written notice to the other party.

2. COSTS AND PAYMENT.

2.1 Base License Fee. The City will pay United as a license fee for the right to occupy and use the Licensed Premises (“**Base License Fee**”). The Base License Fee shall be paid annually, in advanced, on the anniversary of the effective date of this License Agreement. The first annual payment to United will be due within 30 days of the Effective Date of this License Agreement.

2.2. Maximum Fee; Appropriation. Any other provision of this License Agreement notwithstanding, in no event shall the City be liable for a total License Fee under this License Agreement in excess of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000.00). All payments under this License Agreement shall be paid solely and exclusively from the City’s funds of the Airport System. The obligations of the City under this License Agreement shall extend only to monies appropriated and encumbered for the purposes of this License Agreement.

2.3 Electricity and Water. United agrees that consumption of electricity and water by the City is included in the Base License Fee and is not separately or additionally payable, but only so long as such consumption is reasonable and not excessive, as reasonably determined by United. It is understood and agreed, that in the event and to the extent that the City’s usage of electricity or other utilities becomes excessive, as reasonably and in good faith determined by United, the City shall pay to United, within thirty-five (35) days of United’s written notice the incremental charges attributable to such excess usage.

3. LICENSED PREMISES.

3.1 Acceptance of Licensed Premises. By its execution of this License Agreement, the City represents and acknowledges that (A) the City has had adequate opportunity to investigate and examine the condition of the Licensed Premises; (B) based on City’s investigation and examination, the City approves and accepts the Licensed Premises in their current condition as satisfactory for the conduct of the City’s business and operations thereon; and (C) United shall not be obligated to improve, repair or otherwise prepare the Licensed Premises on account of this License Agreement.

3.2 Alterations. The City further acknowledges and agrees that any alterations or improvements to the Licensed Premises shall be performed, if at all, at the City’s sole cost and expense, and shall be subject to the consent of United in each instance, which consent may be withheld in United’s reasonable discretion.

3.3 Ownership of Alterations at License Agreement Termination. All installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements, temporary or permanent, except movable furniture, trade fixtures and equipment belonging to the City, in or upon the Licensed Premises, whether placed there by the City or United, shall become the City's property upon expiration or earlier termination of this License Agreement, and shall remain on and be surrendered with the Licensed Premises at the expiration of the Term, all without compensation, allowance or credit to United, and this License Agreement shall constitute a bill of sale for such property.

3.4 Use of Licensed Premises. The City's use or occupancy of the Licensed Premises shall be limited to airport operations.

3.5 Condition and Care of Licensed Premises. During the term of this License Agreement, the City will take good care of the Licensed Premises, and maintain same in good order and repair, and a clean, orderly, tidy, and sanitary condition. With the exception of any damage directly caused by the negligence or willful misconduct of United, its employees, or agents, and any condition, damage or defect that the City is not required to repair under the express provisions of this License Agreement, the City shall, at its own expense, promptly and adequately repair all damage to the Licensed Premises caused by the City or any of its employees, agents, or invitees, including replacing or repairing all damaged or broken glass, fixtures and appurtenances resulting from any such damage, under the supervision and with the approval of United and within any reasonable period of time specified by United. United shall properly maintain and promptly repair all exterior, structural and systems components of the building of which the Licensed Premises are a part.

3.6 Services. United will not be obligated to provide any additional services or utilities to the City, except as provided for herein.

4. CITY OBLIGATIONS.

4.1 Security. The City agrees that United does not undertake or assume any obligations for the safety or security of the Licensed Premises, its occupants or users. It is agreed and understood that failure to take any security measures shall not be deemed to constitute negligence on the part of United. United will have no obligation or responsibility for any injury to persons or loss of or damage to such property from any cause whatsoever except and unless such damage is caused by the negligence or willful misconduct of United, its employees or agents. The City shall take all appropriate measures, at its sole cost and expense, to safeguard and protect the security of the Licensed Premises, the City's operations therein, and the City's employees, agents, invitees, licensees, and guests. The Parties are responsible for compliance with Airport Security Regulations and 49.C.F.R. Parts 1542 (Airport Security) and 139 (Airport Certification and Operations).

4.2 Assignment; Sublicensing. The City may not assign this License Agreement or further sublicense the Licensed Premises to another party without first obtaining the consent of United, which consent may be withheld in United's sole and absolute discretion.

4.3 Bond Ordinances. This License Agreement is in all respects subject and subordinate to any and all City applicable bond ordinances for the City's airport system and to any future bond ordinance which should amend, supplement or replace such bond ordinances. The Parties acknowledge and agree that all property subject to this License Agreement, which was financed by the net proceeds of tax-exempt bonds is owned by the City, and United 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. In particular, United agrees to make, and hereby makes, an irrevocable election not to claim depreciation or an investment credit with respect to any property subject to this License Agreement 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.

4.4 No Liens. The City will not file, and will not permit or authorize any laborer's, materialmen's, mechanic's, or other similar lien to be filed or otherwise imposed on any part of the Lease Premises.

4.5 Compliance with Laws. The Parties' occupancy and access to Licensed Premises shall comply with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

5. RIGHTS RESERVED TO UNITED.

5.1 The City recognizes and agrees that United has reserved certain of the following rights, exercisable without notice and without liability to the City for damage or injury to property, person or business and without effecting an eviction or disturbance of the City's use or possession or without giving rise to any claim for setoff or abatement of License fee or without affecting any of the City's obligations under this License Agreement.

A. United may install and maintain signs on the exterior and interior of Licensed Premises.

B. United may enter the Licensed Premises upon reasonable prior notice (except in case of emergency) at reasonable hours for reasonable purposes, including inspection and supplying any service to be provided to the City hereunder.

6. TERMINATION, LIABILITY, INDEMNIFICATION, AND INSURANCE.

6.1 Termination. In the event either Party fails to perform or improperly or negligently performs any obligation to be performed under this License Agreement, or is not diligently curing the same within a reasonable period of time, the other Party may give written notice specifying such failure and, if any such failure shall continue for thirty (30) business days

after the breaching Party's receipt of such notice, the nonbreaching Party may forthwith terminate this License Agreement.

6.2 Indemnification. The Parties' indemnification obligations shall be subject to and in accordance with the obligations outlined in the Special Facilities Lease.

6.3 CGIA. Notwithstanding any other provision in this License Agreement, the Parties understand and agree that 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 License Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act ("CGIA"), C.R.S. § 24-10-101 to 120, or otherwise available to the City and County of Denver, its officers, officials and employees.

6.4 Insurance. The City agrees that all insurance requirements imposed on United under the Special Facilities Lease shall apply with equal force to City, but only to the extent applicable to the City's occupancy and use of the Licensed Premises under this License Agreement. Initially, and without prejudice to United's right to revise the insurance requirements or increase the policy amounts of the coverages prescribed below, the City hereby agrees to maintain during the term of this License Agreement as same may be extended or renewed, with respect to the Licensed Premises and all operations conducted thereon or therein, all insurance coverage in the amounts and subject to all the conditions required by the Lease, as follows:

A. Comprehensive General Liability Coverage (broad form coverage, including aviation and contractual liability, war risk and allied perils, products/completed operations covering bodily injury and property damage arising from on-airport operations, covering liability arising out of any bodily injury (including death of any person) and any damage to (including destruction of) property, in an amount not less than \$100,000,000 combined single limit, for each occurrence, \$100,000,000 in the aggregate, which insurance may be provided by a combination of primary and umbrella coverages;

B. Workers Compensation insurance in statutory amounts, and Employer's Liability insurance in an amount of \$1,000,000 per employee by accident, \$1,000,000 per employee by disease and \$1,000,000 policy limit by disease;

C. Commercial Automobile Liability Insurance, covering all owned, leased, non-owned and hired automobiles, trucks and trailers, in an amount not less than \$5,000,000, combined single limit for each occurrence, \$5,000,000 in the aggregate.

D. All insurance policies required to be carried by the City will (i) be written on an occurrence basis by companies of generally recognized financial strength and responsibility and otherwise reasonably acceptable to United (provided, however, that in the event that any insurance coverage required hereunder is not

commercially available on an occurrence basis, United shall accept such coverage on a claims-made basis, subject to the City's procurement of a reporting tail prescribed by United); (ii) name United as an additional insured on all coverages specified in Subsections A and C above; and endorse the coverages required in Subsection B to waive subrogation against United; (iii) include a provision that no act or omission of the City or any party acting under its direction will affect or limit the obligations of the insurance company in respect to any additional insured; (iv) provide insurance coverage which is primary, without right of contribution by any insurance carried by United, and (v) provide that the prescribed coverages may not be reduced, canceled, or nonrenewed without at least thirty (30) days' prior written notice to United, except in the case of a cancellation for nonpayment of premium, in which case only ten (10) days' prior written notice will be sufficient.

E. Notwithstanding the forgoing, the City may self insure for Subsections B and C.

F. It is acknowledged and agreed that the insurance coverages required herein will neither limit nor expand the City's duty to defend, indemnify, and hold harmless pursuant to this License Agreement.

G. Not later than five (5) business days after the execution of this License Agreement and upon each renewal thereafter during the term of this License Agreement, the City shall deliver to United certificates of insurance showing the insurance coverages specified above to be in effect with premiums paid and showing United to be named as an additional insured, or state the coverages for which the City will self-insure. In addition, all endorsements required above shall be provided to United.

7. GENERAL PROVISIONS.

7.1 Entire Understanding; Amendments; Counterparts. The Parties agree that the provisions herein constitute the entire agreement between United and the City with respect to the subject matter hereof, and there are no other oral or written agreements between them with respect to the Licensed premises. This License Agreement may not be changed, altered or modified in any respect except by an agreement in writing signed by the duly authorized representatives of both Parties. In the event that any provision of this License Agreement shall be deemed invalid, unenforceable or illegal, all remaining provisions of this License Agreement shall remain in full force and effect; provided, however, that if, in such event, the purpose of this License Agreement is defeated, significantly compromised or frustrated, then the Parties agree to use their respective good faith efforts to negotiate the reformation or modification of this License Agreement, as appropriate, in order to carry out their intent. In the event that the Parties are unable to agree on a mutually acceptable reformation or modification, either Party may terminate this License Agreement upon thirty (30) days' prior written notice to the other Party. This License Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7.2 Construction; Headings; Interpretation. This License Agreement shall be construed on the premise that both Parties jointly and equally contributed to its formation and negotiation, and no uncertainty or ambiguity will be interpreted against any one Party. All section headings and titles are intended solely for convenience and reference, and are not intended to explain, modify, limit or place any construction upon any of the provisions herein. In the event that any provision of this License Agreement is capable of more than one construction, and one construction would render the provision void, invalid or unenforceable and the other would render the provision valid, the provision shall have the meaning that renders it valid. If there is any conflict between the Special Facilities Lease and this License Agreement, the Special Facilities Lease will control, except to the extent that, as to said conflict, the License Agreement is more restrictive of the City's rights and duties than the Special Facilities Lease.

7.3 Attorneys' Fees. In the event any dispute between or among the Parties hereto, each Party will be responsible for its own attorneys' fees.

7.4 Notices. All notices or other communication given pursuant to this License Agreement shall be in writing, and sent by United States Postal Service registered or certified mail, return receipt requested; a nationally recognized overnight courier service. Mailed notices shall be postage prepaid, return receipt requested and addressed as follows:

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

with a copy to: Airport Finance Office
Denver International Airport
8500 Pena Boulevard, 8th Floor
Denver, Colorado 80249-6340

To United: United Airlines, Inc.
233 S. Wacker Drive
Chicago, IL 60606
Attn.: Vice President – Corporate Real Estate

with a copy to: United Airlines, Inc.
233 S. Wacker Drive
Chicago, IL 60606
Attn: General Counsel

Provided that the Parties may designate in writing, from time to time, the addresses of substitute or supplementary persons in connection with said notices. All notices shall be effective upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed.

7.5 No Partnership. Neither this License Agreement, nor any performance hereunder, nor any relationship between or among the Parties resulting from their execution of or performance under this License Agreement shall be deemed to create a partnership, joint venture or agency relationship between or among the Parties to this License Agreement.

7.6 No Third-Party Beneficiaries. Nothing in this License Agreement is intended to confer any rights to, or impose any obligations on, any person not a Party hereto or its duly authorized successors and assigns. Any person or entity other than the City receiving services or benefits under this License Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this License Agreement.

7.7 No Memorandum of License. The City shall not record this License Agreement or any memorandum or other evidence thereof.

7.8 Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, epidemics, pandemics, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

7.9 Books of Account and Auditing.

A. United shall keep or make available upon request true and complete records and accounts of all payment obligations, payments made, site capacity and other such documents as are relevant to United's compliance with the terms of this License Agreement and related agreements. In connection with items toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of United which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

B. United agrees that until the expiration of three (3) years after the final payment under this License Agreement, any duly authorized representative of the City, including the DEN Chief Executive Officer or the City Auditor or their representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records involving transactions related to this License Agreement, without regard to whether payment was made in whole or in part with federal funds or was otherwise related to a federal grant program.

7.10 Agreements with United States. This Permit is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the

City and the United States, attached hereto as *Appendix A*, 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.

7.11 Governing Law. This License Agreement and any action in tort arising in connection with this License Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Colorado, without regard to any choice of law principles.

**[END OF LICENSE AGREEMENT; SIGNATURE PAGES
AND ATTACHMENTS FOLLOW]**

Contract Control Number: PLANE-202369469-00
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-202369469-00
United Airlines, Inc.

By: DocuSigned by:
Michael Yost
B42A886E25A04B4...

Name: Michael Yost
(please print)

Title: Managing Director, Corporate Real Estate
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX 1

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Tenant, and the term "sponsor" shall mean the "City."

During the term 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 will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex 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 Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, 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 Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations, or 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 (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, 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 nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA 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 such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

GENERAL CIVIL RIGHTS PROVISIONS

The Tenant 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. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. This provision obligates the Tenant for the period during which the property is owned, used or possessed by the Tenant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION,
MAINTENANCE, OPERATION OF FACILITIES

As used below, the term "sponsor" will mean City.

Tenant, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, 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 Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and 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 from time to time, 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.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR
ACCESS TO FACILITIES

As used below, the term "sponsor" will mean City.

- A. Tenant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, 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 Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

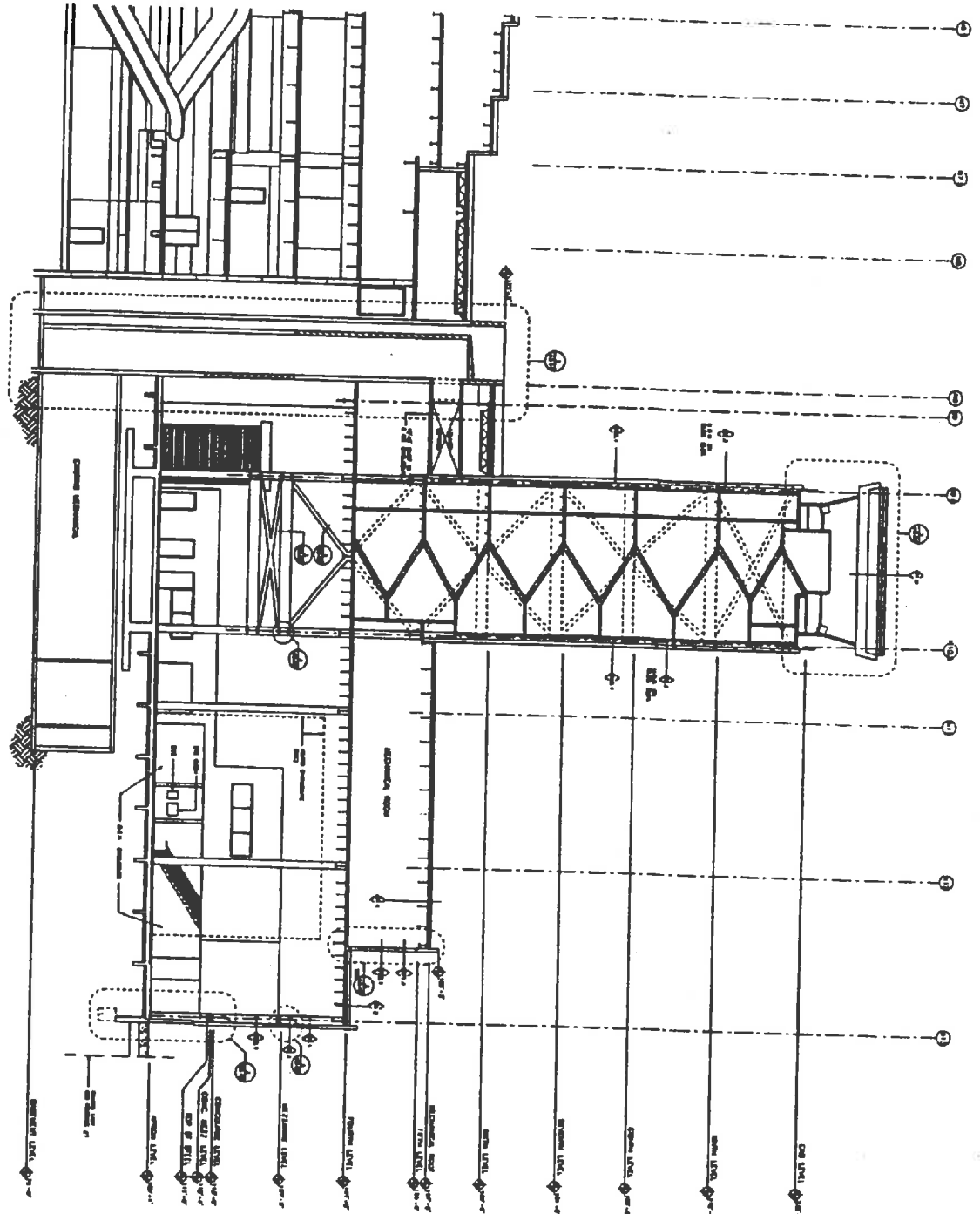
TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Tenant and the term "sponsor" will mean City.

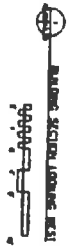
During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 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);
- 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 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).



P. 1 of 3

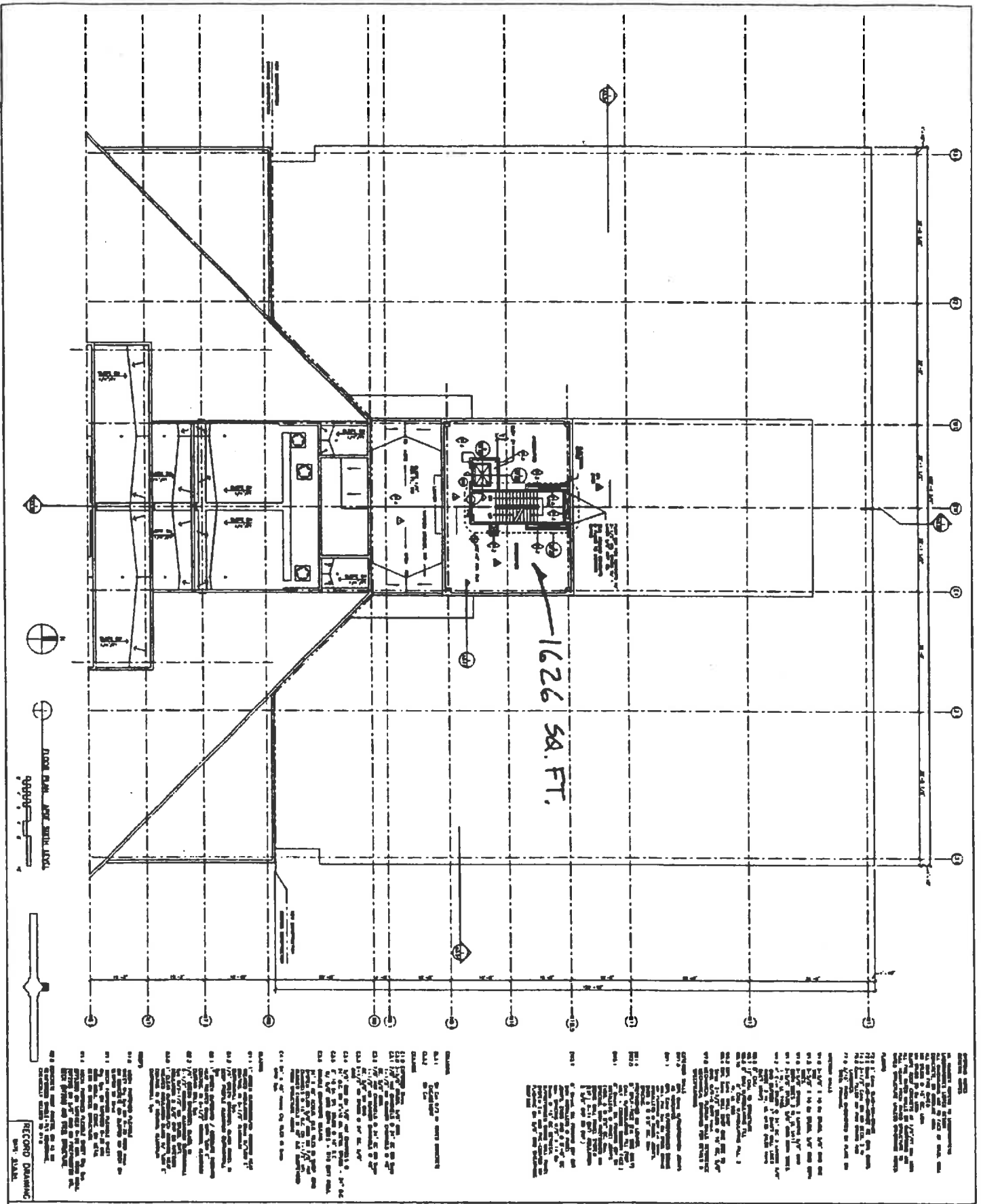


NOTES:
 1. REFER TO ARCHITECTURAL DRAWINGS FOR MATERIALS AND FINISHES.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER BUILDING CODE.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
 7. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT.
 8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE.
 9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AT ALL TIMES.
 11. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT.
 12. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE.
 13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AT ALL TIMES.
 15. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT.
 16. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE.
 17. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AT ALL TIMES.
 19. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT.
 20. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE.

RECORD DRAWING
 SHEET 11111
 DATE 11/11/11

CITY & COUNTY OF DENVER
 DENVER INTERNATIONAL AIRPORT
 AIRCRAFT PARTS DISTRIBUTION FACILITY

ATTACHMENT A



NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.
3. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER BUILDING CODE.
4. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE.
5. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER ELECTRICAL CODE.
6. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER MECHANICAL CODE.
7. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER FIRE CODE.
8. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER SAFETY CODE.
9. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER HEALTH CODE.
10. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER ENVIRONMENTAL CODE.
11. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER TRANSPORTATION CODE.
12. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER UTILITIES CODE.
13. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PUBLIC WORKS CODE.
14. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PUBLIC UTILITIES CODE.
15. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PUBLIC SAFETY CODE.
16. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PUBLIC HEALTH CODE.
17. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PUBLIC ENVIRONMENTAL CODE.
18. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PUBLIC TRANSPORTATION CODE.
19. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PUBLIC UTILITIES CODE.
20. ALL WORK IS TO BE IN ACCORDANCE WITH THE CITY OF DENVER PUBLIC WORKS CODE.

RECORD DRAWING

DATE: 04.07

SCALE: 1/8" = 1'-0"

PROJECT: AIRCRAFT PARTS DISTRIBUTION FACILITY

CITY & COUNTY OF DENVER
DENVER INTERNATIONAL AIRPORT

