

DEN USE AND CARGO FACILITIES LEASE AGREEMENT

THIS DEN USE AND CARGO FACILITIES LEASE AGREEMENT (the “**Lease Agreement**”), is made and entered into as of the date indicated on the City’s signature page, 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 **FEDERAL EXPRESS CORPORATION**, 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, 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 Lessee is engaged in the business of transporting property, cargo and mail, or one or more thereof, by aircraft; and

WHEREAS, the Parties desire to enter into this Lease Agreement for the use and lease of certain cargo premises and facilities at DEN as more fully hereinafter set forth; and

WHEREAS, the Parties were parties to that certain 1992 Airport Use and Cargo Facilities Lease Agreement, identified as City Contract No. AC2X021, as amended in 1996, 2000, and 2002 (collectively, the “**Legacy Lease**”); and

WHEREAS, the Term of the Legacy Lease has expired, and the Parties wish to enter into a new Lease Agreement utilizing the same terms and conditions as the Legacy Lease, but with a new Lease Term.

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. The 1992 Airport Use and Cargo Facilities Lease Agreement is attached hereto as **Attachment 1** and is incorporated herein by reference.
2. The 1996 amendment to the 1992 Airport Use and Cargo Facilities Lease Agreement is attached hereto as **Attachment 2** and is incorporated herein by reference.
3. The 2000 amendment to the 1992 Airport Use and Cargo Facilities Lease Agreement is attached hereto as **Attachment 3** and is incorporated herein by reference.
4. The 2002 amendment to the 1992 Airport Use and Cargo Facilities Lease Agreement is attached hereto as **Attachment 4** and is incorporated herein by reference.

5. The terms and conditions of the Legacy Lease, as incorporated herein through Attachments 1-4, inclusive, shall remain in full force and effect and shall apply to this Lease Agreement as though set out in full herein, with the following specific exceptions:

- a. Section 2.01(C) of the Legacy Lease is replaced with the following new Section 2.01(C), and new **Exhibits C-1, C-2, C-3, and C-4** are attached hereto:

(C) The Demised Premises consists of the following, as set forth in **Exhibits C-1, C-2, C-3, C-4**:

Ground Lease: 919,921.5 square feet, more or less (**Exhibits C-1, C-2, C-3, C-4**).

Air Cargo Building(s): 83,432.5 square feet, more or less (**Exhibit C-1**) (exclusive use premises).

Landside Lease Area: 335,137 square feet, more or less (**Exhibit C-2**) (exclusive use premises).

Cargo Ramp Area: 501,352 square feet, more or less (**Exhibit C-3 and C-4**) (preferential use premises).

It is acknowledged and agreed that the Demised Premises under this Agreement constitute non-residential real property. Except to the extent required for the performance of any of the obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the Demised Premises except as approved by the City.

- b. New Section 3.07, "Future Repairs," and accompanying **Exhibit H**, is hereby added to the Legacy Lease and reads as follows:

3.07 DEMISED PREMISES IMPROVEMENTS

The City shall perform, or cause the performance of, the work identified in **Exhibit H** (the "**City Work**"). The amount the City will spend for the City Work, inclusive of all costs and expenses, shall not to exceed \$6,500,000 (the "**Cap**"). If the City Work cannot be completed for an amount less than or equal to the Cap, the City shall have no obligation to perform any City Work in excess of the Cap. If it reasonably appears to the Parties that the City Work might exceed the Cap, the Parties agree to work in good faith to prioritize the City Work that can and will be completed within the Cap, with the goal of working to ensure that the items most significant to the Tenant are completed first.

- c. Section 5.01 of the Legacy Lease is replaced with the following new Section 5.01:

5.01 TERM OF LEASE


The Term of this Lease shall commence on March 1, 2023 and shall terminate at 12:00 noon, M.S.T. on February 28, 2028, unless this Lease Agreement is earlier cancelled or terminated as hereinafter provided.

6. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same agreement. It may also be executed and delivered by an electronic, digital or encrypted signature (each for purposes of this provision an "Electronic Signature"), or by e-mailing a signed scanned document, and the parties agree that such Electronic Signature or email delivery of a signed, scanned document shall have the same force and effect as delivery of an original document with an ink-to-paper signature (a "Wet Signature"), and that each party may use such Electronic Signatures or email delivery of a signed, scanned document as evidence of the execution and delivery of this Fourth Amendment by all parties to the same extent that a Wet Signature could be used. For the avoidance of doubt, if a party requires documents with Wet Signatures for record purposes, these documents will be provided for replication purposes only (of the executed e-mail document) and will not constitute a new agreement. Neither party is obligated to use an Electronic Signature to execute this Fourth Amendment and may so choose to use a Wet Signature.
7. This Lease Agreement is subject to and shall not be or become effective or binding upon the City and County of Denver until approved by the Denver City Council and fully executed by all the signatories of the City and County of Denver.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202265981-00
FEDERAL EXPRESS CORPORATION

By: 

Name: Brandon Tolbert
(please print)

Title: Vice President P+E
(please print)

Approved by Legal: cjm 07/26/2023

FedEx CBS Lease Accounting Approval: BLJ 08/08/2023

ATTEST: [if required]

By: 

Name: James A. Davis
(please print)

Title: Vice President / Asst. Sec.
(please print)



Attachment 1

92-819 Federal Express

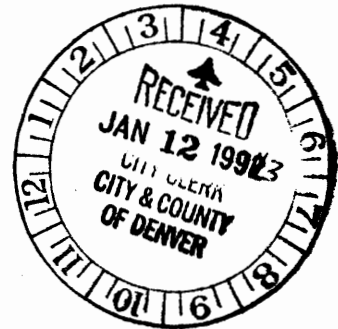
AIRPORT USE AND CARGO FACILITIES

LEASE AGREEMENT

Between

CITY AND COUNTY OF DENVER

and



FEDERAL EXPRESS CORPORATION

at

DENVER INTERNATIONAL AIRPORT

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ATTACHMENT 1 (Parcel 1)
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APPENDIX

**AIRPORT USE AND CARGO FACILITIES
LEASE AGREEMENT**

December 30th
for **THIS AIRPORT USE AND CARGO FACILITIES LEASE AGREEMENT**
(the "Agreement"), made and entered into as of this 30th day of ~~March~~, 1992, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", Party of the First Part, and FEDERAL EXPRESS CORPORATION, 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, hereinafter referred to as the "LESSEE", Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the City is constructing and will own, operate and maintain a municipal airport known as Denver International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto, as hereinafter provided;

WHEREAS, the Lessee is engaged in the business of transporting property, cargo and mail, or one or more thereof, by aircraft; and

WHEREAS, the parties desire to enter into this Agreement for the use and lease of certain premises and facilities at the Airport all as more fully hereinafter set forth;

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:

**PART I
AIRFIELD AREA AND CARGO FACILITIES**

1.01 "AIRFIELD AREA" DEFINED

As used herein, the phrase "Airfield Area" shall mean (a) runways; (B) taxiways; (C) ramp and apron areas; and (D) any extensions or additions to the above and any other space or facilities provided by the City at the Airport for public and common use by aircraft operators in connection with the landing and taking off of aircraft, or in connection with operations hereinafter authorized to be performed by aircraft operators upon the aforesaid runways, taxiways and ramp and apron area; but only as and to the extent that they are from time to time provided by the City at the Airport for public and common use by the aircraft operators.

1.02 "CARGO FACILITIES" DEFINED

As used herein, the phrase "Cargo Facilities" shall mean cargo ramp and apron areas and any extensions or additions to the above and any other cargo space or facilities provided by the City at the Airport for public and common use by cargo aircraft operators.

1.03 AIRFIELD AREA AND CARGO FACILITIES TO BE PROVIDED

The City agrees to provide, operate and maintain in good condition and repair at the Airport, in accordance with good airport maintenance practices, and to make available for use by aircraft operators, the Airfield Area and Cargo Facilities shown upon the attached drawings of the Airport marked Exhibits B1 and B2, respectively, which drawings are incorporated herein and made a part hereof by reference, and any additions or extensions thereto. The City and the Lessee acknowledge and agree that Exhibits B1 and B2 are conceptual, and that upon completion of construction of the Airport, a revised Exhibits B1 and B2 may be substituted and attached to this Agreement without the requirements of a formal amendment to this Agreement.

The City may from time to time make alterations to, or reconstruct or relocate, or modify the design and type of construction of, or close the Airfield Area or Cargo Facilities, or any portion or portions of them, either temporarily or permanently, provided that reasonably equivalent Airfield Area or Cargo Facilities are made available to the Lessee.

1.04 USE OF AIRFIELD AREA AND CARGO FACILITIES

The Lessee shall be entitled to use the Airfield Area and Cargo Facilities for the following purposes:

- (A) Runways for the purpose of the landing and taking off of aircraft.
- (B) Taxiways for the purpose of the ground movement of aircraft.
- (C) Cargo ramp and apron areas may be used in accordance with rules and regulations promulgated by the Manager of Public Works.
- (D) Any other use normally incident to the foregoing.

The use of the Airfield Area and Cargo Facilities shall be in common with others authorized by the City to do so, upon compliance with the reasonable and nondiscriminatory terms and

conditions (including the payment of rates, fees and charges) upon which they are made available for such use, and in conformity with the reasonable rules and regulations prescribed by the City with respect to use thereof.

1.05 RAMP SERVICES

Ramp services and facilities may be provided at the cargo ramp and apron areas in accordance with the rules and regulations promulgated by the Manager of Public Works (the "Airport Rules and Regulations"). The Lessee shall leave the ramp area used by it for any such purposes in a neat, clean, safe and orderly condition upon completion of such services.

1.06 RATES, FEES AND CHARGES FOR THE USE OF AIRFIELD AREA

The rates, fees and charges for the use of the Airfield Area shall be as established from time to time by the City in accordance with cost-accounting concepts and ratemaking procedures established and adopted by the Manager of Public Works. For each landing of an aircraft by Lessee at the Airport, Lessee shall be assessed a landing fee in an amount equal to the number of thousands of pounds of maximum allowable gross landed weight of that aircraft, multiplied by the landing fee rate.

The rates, fees and charges for the use of the Airfield Area Facilities shall be payable without notice not later than fifteen (15) days after the close of each calendar month of the term hereof, and shall be accompanied by a signed statement, in a format provided or agreed to by the City, showing the number of landings of the Lessee at the Airport by aircraft type, model and design during the preceding calendar month grouped according to the maximum allowable gross landing weight at the Airport for each such type, model and design of aircraft and segregated to show:

- (1) landings from which the Lessee derived revenue,
and
- (2) landings from which the Lessee derived no revenue.

The maximum allowable gross landing weight shall be determined based on the current FAA Type Certificate Data Sheet applicable to the particular type, design and model of aircraft.

The City reserves the right during the term and any extensions hereof for its Manager of Public Works, subject to the requirements of any outstanding bond ordinances pertaining to the Airport, to alter, modify and change the rates, fees and charges for the use of the Airfield Area; provided however, that said

rates, fees and charges shall be reasonable in relation to the cost of providing, operating and maintaining the Airport.

**PART II
LEASE AND USE OF DEMISED PREMISES**

2.01 DEMISED PREMISES

(A) Ground Lease

The City, for and in consideration of the covenants and agreements hereinafter contained, hereby leases to the Lessee, subject to the conditions hereinafter expressed, that certain parcel of real property depicted on Attachment I (Parcel 1), which is incorporated herein by reference, and situated in the City and County of Denver, State of Colorado, hereinafter referred to as the "demised premises."

The City and the Lessee acknowledge and agree that the legal description of the Ground as set forth in Attachment I (Parcel 1), is approximate and that, following completion of a formal survey, an exact metes and bounds description shall be provided and substituted by the City as a revised Attachment I without the requirements of a formal amendment to this Agreement.

The City further grants Lessee a right of first refusal to lease that certain parcel of real property depicted on Attachment II (Parcel 2), which is incorporated herein by reference, and situated in the City and County of Denver, State of Colorado.

The City and the Lessee acknowledge and agree that the legal description of the Ground as set forth in Attachment II (Parcel 2), is approximate and that, following completion of a formal survey, an exact metes and bounds description shall be provided and substituted by the City as a revised Attachment II without the requirements of a formal amendment to this Agreement.

Lessee's right of first refusal must be exercised by written notice to the City within sixty (60) days from the date of notice from the City to Lessee that the City has a use for the property described in Attachment II (Parcel 2).

(B) Facilities Lease (Exclusive Use Premises)

The City hereby leases to the Lessee and the Lessee hereby agrees to lease from the City an Air Cargo Building at the Airport designated on the attached drawing marked Exhibit C (which drawing is incorporated herein and made a part hereof by reference). The City and Lessee acknowledge and agree that the dimensions of the Air Cargo Building as set forth in Exhibit C are approximate and that, following the completion of construction, the precise dimensions and square footage shall be determined by the City, acting by and through its Manager of Public Works, to conform to such measurement, and a new Exhibit C will be attached, if necessary, depicting the dimensions and square footage of the Air Cargo Building as actually constructed, each of these actions to be taken without the requirements of a formal amendment to this Agreement. The City, acting by and through its Manager of Public Works, may add or subtract square footage from the Air Cargo Building.

(C) The Demised Premises shall consist of the following:

Ground Lease Site:	<u>Parcel 1 (Attachment I):</u> Ground Lease of approximately 12.5 acres
Air Cargo Building:	46,000 square feet, more or less (exclusive use premises)
Vehicle Parking:	35,000 square feet, more or less
Ground Service	
Equipment Area:	110,000 square feet, more or less
Cargo Apron:	330,000 square feet, more or less

It is acknowledged and agreed that the Demised Premises under this Agreement constitute non-residential real property. Except to the extent required for the performance of any of the obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the Demised Premises except as approved by the City.

2.02 USE OF DEMISED PREMISES

The Lessee shall use the Demised Premises for the following purposes during the term of the letting thereof, and for such other purposes as may be authorized in writing from time to time by the Manager of Public Works, but for no other purpose or purposes:

- (A) The portion of the Demised Premises designated "Warehouse and Office Space" upon the aforementioned Exhibit C for the exclusive use of Lessee as follows:
- (1) For the reception, handling, build-up, breakdown, sorting and distribution of air cargo transported or to be transported on aircraft owned or operated for and on behalf of the Lessee; and the receipt, handling and distribution of other documents and packages.
 - (2) For the reception, storage and distribution of repair parts, supplies and other personal property owned by, or in the possession of Lessee for the performance of minor repairs to personal property of the Lessee or that of its aircraft operators.
 - (3) For the training of personnel employed or to be employed by the Lessee in connection with its air cargo operations.
 - (4) For the use as crew quarters in connection with the air cargo operations of the Lessee.
 - (5) For normal office purposes associated with the conduct of an air cargo business by Lessee.
 - (6) Vending machines may be permitted for the use of Lessee's employees pursuant to paragraph 8.05 herein.
- (B) The portion of the Demised Premises designated "Ground Service Equipment Area" upon the aforementioned Exhibit C for the exclusive use of Lessee for Ground equipment storage and circulation.
- (C) The portion of the Demised Premises designated "Vehicle Parking" upon the aforementioned Exhibit C for the exclusive use of Lessee for loading and unloading of cargo and for parking of motor vehicles by employees, customers, patrons, contractors, agents and invitees of Lessee.
- (D) The portion of the Demised Premises designated "Vehicle Circulation Area" upon the aforementioned

Exhibit C for the common use as a means of access or ingress to or egress from the premises.

- (E) Cargo ramp and apron areas for the purpose of unloading and loading freight, mail, supplies and cargo to and from aircraft (but the use of aircraft parking positions shall be on a preferential use and non-exclusive basis); for the purpose of performing fueling and other ramp services; for the purpose of parking mobile equipment while being actively used in connection with ramp operations, or for any such purpose; but aircraft carrying property, cargo and mail shall use ramp areas designated by the Manager of Public Works, or his authorized representatives, for cargo operations.

Positions on the cargo ramp for the purpose of loading and unloading aircraft will be at all times under control of the Manager of Public Works or his authorized representative. No services will be permitted by the Lessee to aircraft occupying such loading or unloading positions other than those services (herein called "ramp services") incidental to the immediate preparation of aircraft for scheduled departure, such services to include, among others, fueling, inspection, interior cleaning and routine maintenance involving minor repairs and the replacement or adjustment of equipment of an emergency nature or in order to insure the safe departure of the aircraft, unless otherwise authorized by the Manager of Public Works or his authorized representative. Ramp services may be provided at loading and unloading positions in accordance with the rules and regulations of the Manager of Public Works. The Lessee shall leave the cargo ramp areas used by it for any such purposes in a neat, clean, safe and orderly condition upon completion of such services.

2.03 PAYMENT OF FIXED AND VARIABLE RATES, FEES AND CHARGES

Rentals for the Demised Premises shall commence at DBO and shall be paid in twelve (12) equal monthly installments, and shall be due and payable, in advance, without notice on or before the first day of the then current month.

Rental fees for the Demised Premises are estimated as follows:

	Estimated Amount Per Square Feet <u>Per Year</u>
Ground Lease Site	\$0.49
Air Cargo Building Rent (includes Vehicle Parking)	\$7.00
Ground Service Equipment Area Rent	\$0.46
Apron Area Rent	\$0.76

The City will establish and fix Lessee rentals, rates, fees and charges in accordance with cost-accounting concepts and ratemaking procedures established and adopted by the Manager of Public Works. In addition to the fixed rental rates, fees and charges provided herein, Lessee shall pay for other common use facilities, equipment, services and maintenance utilized by Lessee. Said common use rates, fees and charges shall be paid monthly, in advance, and adjusted, if necessary, every six (6) months, based upon the latest documented actual costs. Such services may include, but are not limited to, insurance, snow removal, law enforcement and/or security officers (as the case may be), industrial waste, sewer, and trash/refuse removal from the Demised Premises.

The City further reserves the right during the term and any extensions hereof for its Manager of Public Works, subject to the requirements of any outstanding bond ordinances pertaining to the Airport, to alter, modify and change the rental rates, fees and charges in accordance with a schedule of rental rates, fees and charges adopted or modified from time to time by the Manager of Public Works; provided, however, that such adopted or modified schedules of rentals, fees and charges must be reasonable in relation to the cost of providing, operating and maintaining the particular air cargo facilities and services furnished to the Lessee. During any calendar year, Lessee may terminate this Agreement if Lessee's fixed rental rates, fees and charges, as provided herein, for the Demised Premises, as defined in Section 2.01(C) herein, exceeds One Million Two Hundred Thousand Dollars (\$1,200,000.00). In addition, Lessee may terminate this Agreement if Lessee's fixed rental rates, fees and charges, as provided herein, for the Demised Premises, as defined in Section 2.01(C) herein, increases more than fifteen percent (15%) in any five (5) year period over the immediate prior five (5) year period, commencing as of the term of this Agreement as set forth in Section 5.01 herein.

2.04 PROJECTION OF RENTALS, RATES, FEES AND CHARGES

The City shall furnish Lessee with a projection of the rentals, rates, fees and charges for the next ensuing year for certain cost revenue centers of the Airport. The City shall convene a meeting not later than thirty (30) days prior to the end of each year to review the projection of rentals, fees and charges for the next ensuing year.

2.05 FINAL AUDIT AND RECONCILIATION

Upon release by the City's independent auditors of the audited financial statements of the Airport, the City shall furnish Lessee with a copy of the annual audit report, prepared in accordance with Generally Accepted Accounting Principles and certified by an independent accountant, covering the operation of the Airport for such preceding fiscal year. If the rentals, fees and charges actually paid by Lessee were greater than the respective amounts chargeable to Lessee, Lessee shall receive credits promptly in the amount of such overpayment against future rentals, fees and charges. If the rentals, fees and charges actually paid by Lessee were less than the respective amounts chargeable to Lessee, Lessee shall pay promptly the amount of any such deficiency.

2.06 PREFERENTIAL USE OF CARGO RAMP AND APRON AREAS

The City hereby grants to the Lessee preferential use of cargo ramp and apron areas as designated on Exhibit D. The City and the Lessee acknowledge and agree that Exhibit D is conceptual, and that upon completion of construction of the Airport, a revised Exhibit D may be substituted and attached to this Agreement by the City without the requirements of a formal amendment to this Agreement. Preferential use includes the right of the Lessee and its wholly owned subsidiaries to schedule and use such premises as defined herein, subject to the conditions set forth herein and in the Rules and Regulations Regarding the Operation and Use of the Cargo Ramp and Apron Areas as such rules and regulations exist or may be amended in the future. Preferential use is expressly understood to be a non-exclusive right, and the City retains the right to allow other companies the use of the Lessee's preferential use areas to the extent such other use does not infringe on the Lessee's preferential use as herein defined.

Notwithstanding any language to the contrary in this Agreement, it is expressly agreed and understood that the foregoing preferential use is not a property right and shall not be assigned, subleased or otherwise alienated or hypothecated in any manner whatsoever by the Lessee.

Exhibits C and D are hereby incorporated herein and made a part hereof by reference for all purposes.

PART III PROVISIONS RELATING TO DEMISED PREMISES

3.01 MAINTENANCE OF DEMISED PREMISES

The Lessee agrees to provide at its own expense all utilities, equipment, trash and janitorial services, and maintenance of the Demised Premises, including, but not by way of limitation, snow removal of the Demised Premises; fire extinguishers; maintenance, repair and replacement of doors and windows; water; gas; electricity; light; heat; power and telephone service.

The Lessee shall be responsible for all maintenance and repair of the Demised Premises except for latent defects in the Demised Premises or repairs necessitated by the negligence or willful acts of the City, its employees, agents and contractors.

The Lessee further agrees that it will at all times maintain its Demised Premises in a neat, clean, safe and orderly condition, in keeping with the general decor of the area in which they are situated.

3.02 ALTERATIONS TO DEMISED PREMISES

The Lessee may, with the prior written approval of the City's Manager of Public Works, which shall not be unreasonably withheld, at its own cost and expense, install in the Exclusive Use Premises any fixture or improvement or do or make alterations or do remodeling, germane to the use herein or hereafter granted. Any fixtures, improvements, equipment and other property installed, erected or placed by the Lessee in, on or about such Exclusive Use Premises shall be deemed to be personal and shall be and remain the property of the Lessee, except as otherwise provided herein, and the Lessee shall have the right at any time during the term hereof to remove any or all of its property, subject to the Lessee's obligation to repair damage, if any, resulting from such removal. All such fixtures, improvements equipment and other property shall be removed from said Exclusive Use Premises by the expiration or earlier termination of letting and the Exclusive Use Premises restored to the condition existing at the time of the letting, reasonable wear and tear excepted, unless the City, acting by and through its Manager of Public Works, shall have advised the Lessee in writing at the time of such installation or not less than sixty (60) days in advance of such expiration or not less than thirty (30) days in advance of

such earlier termination, of its willingness to accept title to such fixtures, improvements, equipment and other property in lieu of restoration of the Exclusive Use Premises. It is understood and agreed that during such period and until such personal property is removed, the Lessee shall pay to the City the full rental applicable to those Exclusive Use Premises, as determined by the City's Manager of Public Works, which are directly associated with said personal property and which Exclusive Use Premises are not usable by others until said personal property is removed.

Said improvements, and all alterations thereof and additions thereto, shall in all respects be constructed in accordance with the ordinances and any applicable code or rule and regulation of the City and County of Denver, including the Airport Rules and Regulations governing tenant construction specifications and other nontechnical requirements, and pursuant to any required building permit to be obtained from the City and according to the customary terms and conditions thereof. Said construction of improvements and alterations shall comply with Ordinance No. 513, Series of 1990, of the Revised Municipal Code of the City and County of Denver and any procedures adopted thereto.

3.03 SUBLETTING, ASSIGNMENT AND GROUND HANDLING ARRANGEMENTS

No interests or rights under this Agreement may be transferred except as provided under this Section 3.03.

Lessee may sublet, assign or otherwise transfer the Demised Premises, in whole or in part, to another company, or use the Demised Premises for the handling by Lessee's personnel of air transportation operations of other companies, subject, however, to each of the following conditions:

- (A) No sublease, assignment, ground handling agreement or other transfer shall relieve Lessee from primary liability for any of its obligations hereunder, and Lessee shall continue to remain primarily liable for the payment of rentals, fees and charges applicable to such premises and facilities hereunder;
- (B) Lessee shall provide written notice to the City and a copy of the proposed sublease, assignment, ground handling agreement or other transfer not less than thirty (30) days prior to the effective date of such arrangement;

- (C) Any sublease, assignment, ground handling agreement or other transfer shall be subject to the prior written approval of the Manager of Public Works; and
- (D) Any authorization by Lessee for use of a Preferential Use Area by another company shall require such other company to remit directly to the City a non-preferential use area fee as established by the Airport Rules and Regulations. All such fees shall be credited in the calculation of rentals, rates, fees and charges.

Any sublease, assignment or other transfer hereunder to any affiliate or subsidiary corporation of Lessee shall be permitted without compliance with any of the conditions set forth in subparagraphs (C) and (D) above.

3.04 RIGHT TO ENTER AND MAKE REPAIRS

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Lessee's operations as is reasonably practicable) to enter upon the Demised Premises for the following purposes:

- (A) To inspect the Demised Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Lessee has complied and is complying with the terms and conditions of this Agreement with respect to the Demised Premises.
- (B) To perform maintenance and make repairs and replacements in any case where the Lessee is obligated to do so and has failed after reasonable notice to do so, in which event the Lessee shall reimburse the City for the reasonable cost thereof promptly upon demand.
- (C) To perform maintenance and make repairs and replacements in any case where the City is obligated to do so, and in any other case where the City, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of the Demised Premises or the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.

- (D) In the exercise of the City's lawful police power. No such entry by or on behalf of the City upon such Demised Premises leased to Lessee shall cause or constitute a termination of the letting thereof or deemed to constitute an interference with the possession thereof by the Lessee.

3.05 ABANDONMENT OF DEMISED PREMISES

If the Lessee ceases to occupy and use a material portion of the Demised Premises for a continuous period of six (6) consecutive months or longer, the City, acting by and through the Manager of Public Works, may consider such portion of the Demised Premises abandoned, and upon not less than thirty (30) days' written notice to the Lessee, may terminate the lease for such portion of the Demised Premises.

3.06 DESTRUCTION OF PREMISES

If by reason of any cause, Lessee's Demised Premises, or any portion thereof, are damaged or destroyed by fire or other casualty, then:

- (A) The City, after consultation and agreement with Lessee, shall forthwith repair, reconstruct and restore the damaged or destroyed portions of the Demised Premises to substantially the same condition, character, utility and value as existed prior to such damage or destruction, unless the City and Lessee agree that no such reconstruction is necessary or that reconstruction to some other condition, character, utility and value is appropriate or desired; and
- (B) If such Demised Premises are damaged to such an extent that the Demised Premises are untenable, the City, acting by and through the Manager of Public Works, will make all reasonable efforts to provide substantially equivalent substitute premises and facilities, and such substitute premises and facilities will be made available to Lessee, subject to Lessee's approval, consistent with those rentals, fees and charges for the use of The Airport established and modified from time to time by the City in accordance with this Agreement.
- (C) For the portions of the Demised Premises that are untenable, Lessee shall receive a pro rata abatement of rentals, fees and charges applicable

thereof from the date of such occurrence to the date upon which such portions of the Demised Premises are repaired and restored.

PART IV GENERAL PROVISIONS

4.01 "MANAGER OF PUBLIC WORKS" DEFINED

As used in this Agreement, the term "Manager of Public Works" or "Manager" shall mean the Manager of the City's Department of Public Works or Manager's successor in function having jurisdiction over the management, operation and control of the Airport.

4.02 MANAGER'S AUTHORIZED REPRESENTATIVE

Wherever reference is made herein to the "Manager's authorized representative", or words of similar import are used, the City's Deputy Manager of Public Works - Aviation shall be such authorized representative of said Manager until notice otherwise is hereafter given to the Lessee.

4.03 AGREEMENTS WITH THE UNITED STATES

This Agreement is subject and subordinate to the provisions of any agreements between the City and the United States relative to the operation or maintenance of the Airport, 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, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Improvement Act of 1982, as amended.

4.04 BOND ORDINANCE

This Agreement is subject and subordinate to the General Bond Ordinance for the Airport System; provided, however, that this Agreement is not subject or subordinate to any revision to the General Bond Ordinance or to any provision of a supplemental or successor bond ordinance adopted subsequent to the date of this Agreement which provision substantially impairs the rights of Lessee established herein.

4.05 LAWS, REGULATIONS AND AGREEMENTS TO BE OBSERVED

- (A) The Lessee shall not use or permit the use by parties authorized by the Lessee of the Demised Premises, or any other portion thereof, or any part of the Airport to which it is granted a right of use or occupancy by this Agreement, for any purpose or use other than those authorized by this Agreement, or hereafter authorized in writing by the Manager of Public Works. No use shall be considered authorized by this Agreement if such use would adversely effect the tax exempt status of Airport Revenue Bonds.
- (B) The Lessee shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with such reasonable rules and regulations governing the use of the Demised Premises and any other portion of the Airport as may from time to time be adopted and promulgated by the City for the management, operation and control of the Airport, including those pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided, however, such rules and regulations shall not be inconsistent with the rights herein granted to the Lessee; provided, further, that nothing herein shall be considered to restrict the police power of the City.
- (C) The Lessee shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by federal, state, local or other governmental bodies and applicable to or affecting the Lessee and its operations and activities in and at the Airport.
- (D) It is agreed that any disputes regarding laws, ordinances, rules and regulations regarding the Airport issued by the City shall first be presented to administrative hearing before the Manager of Public Works or the Manager's authorized representative following the procedure outlined in Denver Revised Municipal Code Section 56-106. It is further agreed that no action shall be brought against the City contesting any such laws, ordinances, rules and

regulations until there has been full compliance with the terms of said Section 56-106. Nothing herein shall be construed to prevent Lessee from contesting in good faith any laws, ordinances, rules or regulations without being considered in breach hereof during such time as is required to exhaust the administrative hearing procedures, so long as such contest is diligently commenced and prosecuted by Lessee.

- (E) The City represents that, to the best of its knowledge, the Premises are in full compliance with all applicable environmental laws, rules, requirements, orders, directives, ordinances and regulations of the United States of America or the State of Colorado and the City and County of Denver or any other lawful authority having jurisdiction over or affecting the Premises.
- (F) The City represents and the Lessee acknowledges that the Premises and any common use areas comply with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, and that the Premises shall remain in compliance with such laws, regulations and building codes throughout the term of this Agreement and any extensions thereto.

PART V

TERM OF THE AGREEMENT

5.01 TERM OF AGREEMENT

The term of this Agreement shall commence on the Date of Beneficial Occupancy ("DBO") (as defined in Exhibit A attached hereto and made a part hereof) of the Airport and shall terminate at 12:00 noon M.S.T. on the later of (A) the day that is twenty (20) years after DBO, or (B) the 31st day of December, 2013, unless this Agreement is earlier canceled or terminated as hereinafter provided.

5.02 CLOSING OF STAPLETON

The City and Lessee agree that, upon the later of (A) commencement of commercial flight operations at the Airport, or (B) thirty (30) days after DBO of the Airport, Stapleton International Airport ("Stapleton") shall be closed permanently to all commercial/revenue flight operations. The Lessee's

commitments and obligations under this Agreement to lease and occupy areas and facilities at the Airport are subject to and conditioned upon such permanent closing of Stapleton.

5.03 TERMINATION OF LEASE BY CITY

The City, acting by and through its Manager of Public Works, may declare this Agreement terminated in part or in its entirety, as the Manager of Public Works deems appropriate, upon the happening of any one or more of the following events and may exercise all rights of entry and reentry with or without process of law, without liability for trespass upon the Demised Premises:

- (A) If the rentals, rates, fees, charges or other money payment which the Lessee herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due; or
- (B) If the Lessee shall use or permit the use of the Demised Premises covered hereby at any time for any purpose for which the use thereof at that time is not authorized by this Agreement or by the subsequent written consent of the Manager of Public Works, or shall use or permit the use thereof in violation of any law, rule or regulation to which the Lessee has agreed in this Agreement to conform; or
- (C) If the Lessee shall be in violation of any provision of Section 3.03 with respect to the subletting of Demised Premises hereunder; or
- (D) If, during the term of this Agreement, the Lessee shall (a) apply for or consent to, in writing signed on behalf of the Lessee by any of its officers or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of the Lessee or of all or a substantial part of its assets, (b) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due, (c) make a general transfer for the benefit of creditors, (d) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law, or (e) file an answer admitting the material allegations of a petition filed against the Lessee in any bankruptcy, reorganization or insolvency proceeding, or if during the term of this Agreement an order, judgment or decree shall be entered by any court

of competent jurisdiction, on the application of a creditor, adjudicating the Lessee as bankrupt or so insolvent, or approving a petition seeking a reorganization of the Lessee or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstated and in effect for any period of ninety (90) consecutive days, then, and in any of such events, the City may give to the Lessee a notice of intention to end the term of this Agreement in its entirety after the expiration of thirty (30) days from the date of service of such notice, and on the date set forth in said notice the term of this Agreement and all right, title and interest of the Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and the Lessee will then voluntarily and peaceably quit and surrender the Demised Premises covered hereby to the City, but the Lessee shall remain liable as herein provided; or

5.04 TERMINATION OF LEASE BY LESSEE

The Lessee, at its option, may declare this Agreement terminated in part or in its entirety upon the happening of any one or more of the following events:

- (A) If by reason of any action or non-action of any federal or other governmental agency having jurisdiction to grant a certificate of convenience and necessity, or similar document, authorizing the Lessee to operate aircraft in or out of the Airport (including action in the nature of alteration, amendment, modification, suspension, cancellation or revocation of any such certificate, permit or document), the Lessee shall cease to have authority to operate aircraft in or out of the Airport pursuant to such a certificate or document, provided that (1) such governmental action or non-action was not requested by the Lessee, and the Lessee made all reasonable efforts to prevent such governmental action or non-action, or in the alternate, (2) the City had a reasonable opportunity to appear before such federal or other governmental agency and be heard in opposition to such governmental action or non-action prior to the occurrence, if it desired to do so or, in the alternate, (3) the Lessee gave the City reasonable advance notice that such governmental action or

non-action was being requested or might occur, and the Lessee made a reasonable effort to the end that the City might have an opportunity to appear and be heard as aforesaid; or

- (B) If by legislative action of the United States the Lessee is deprived of such certificate or similar document; or
- (C) If a court of competent jurisdiction issues an injunction or restraining order against the City or any successor body to the City preventing or restraining the Airport for airport purposes in its entirety, or the use of any part thereof which may be used by the Lessee and which is substantially necessary to the Lessee for its operations, and if such injunction remains in force for a period of ninety (90) days or more and is not stayed by appeal or a writ of error; or
- (D) If the City's operation of the Airport is substantially restricted by action of any federal or other governmental agency having jurisdiction with respect thereto, or the occurrence of any fire or other casualty, substantially and adversely affects, for a period of at least ninety (90) days, Lessee's use of the Airport in the conduct of its air cargo transportation business; provided, however, that none of the foregoing is due primarily to any fault of Lessee.
- (E) If the Demised Premises are damaged or destroyed by fire or other casualty as set forth in paragraph 3.06 herein, and the City and Lessee mutually agree that such destruction of the premises is beyond repair and that substantially equivalent substitute premises and facilities are not available.

5.05 EFFECTIVE DATE OF TERMINATION

Notwithstanding anything to the contrary in this Agreement, no termination declared by either party shall be effective until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect and the cause for which it is being terminated (and if such termination is by reason of a default under this Agreement for which termination is authorized, specifying such default with reasonable certainty). No such termination shall be effective if such cause shall have been

cured or obviated during such 30-day period, or in the event such cause is a default under this Agreement (for which termination is authorized) and if by its nature such default cannot be cured within such 30-day period, such termination shall not be effective if the party in default commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable; provided that the 30-day period shall not apply to termination declared for failure of the Lessee to make money payments hereunder, for which termination may be declared by the City upon fifteen (15) days' written notice, unless Lessee remedies such default within such fifteen day period; and provided further that the Lessee will be allowed only two (2) notices of default with respect to money payments in any one year which it may cure. Upon termination of this Agreement, the parties hereto shall be relieved from all obligations hereunder except as set forth in Sections 5.06, 5.07, 6.02, 8.08, and 8.14. The right of any party hereto to terminate this Agreement shall not in any manner affect or limit such party's right to exercise any other right or remedy it may have rather than its right of termination.

5.06 SURRENDER AND HOLDING OVER

The Lessee covenants that at the expiration of the period for which the Demised Premises are leased to it, or at the earlier termination of the letting thereof, it will quit and surrender such Demised Premises in good state and condition, reasonable wear and tear, acts of God or other casualty and damage due to the negligent or willful act or omission of City excepted, and, except as otherwise provided in Section 3.02, the Lessee shall forthwith remove therefrom all equipment, trade fixtures and personal property belonging to it. The City shall have the right on such termination to enter upon and take possession of such Demised Premises with or without process of law, without liability for trespass.

Should the Lessee hold over the use of or continue to occupy any portion of such Demised Premises after the expiration of the term of this Agreement, such holding over shall be deemed merely a tenancy from month to month. Rent, fees and charges for each month of such holding over shall be paid as provided herein and in a sum equal to the monthly rental required for the month prior to the end of the term hereof or as reestablished as provided for herein. All conditions as herein or hereafter provided shall remain the same, except for term.

5.07 TERMINATION OF HOLDOVER

If the Lessee holds over pursuant to Section 5.06 hereof, either party may, with or without cause, cancel or

terminate said tenancy by giving not less than thirty (30) days written notice to the other party. Said notice shall set out the date of such cancellation and termination.

PART VI

PERFORMANCE BOND, INDEMNIFICATION AND INSURANCE

6.01 PERFORMANCE BOND

Prior to DBO of the Airport, as defined in Exhibit A, the Lessee shall deliver to the Manager of Public Works for the City and County of Denver, and shall maintain in effect at all times during the term of this Agreement, including a period of six (6) months after expiration (or earlier termination of the letting of the Demised Premises hereunder) of said Agreement, a valid corporate Performance Bond, or an irrevocable Letter of Credit, in the amount of Three Million Dollars (\$3,000,000.00), or an amount equal to three (3) months of rates, fees, rentals and other charges payable hereunder, whichever is less, payable without condition to the City and County of Denver, with surety acceptable to and approved by the City's Manager of Public Works, which bond or irrevocable letter of credit shall guarantee to the City full and faithful performance of all of the terms and provisions of this Agreement to be performed by the Lessee, and as said Agreement may be amended, supplemented or extended.

Notwithstanding the foregoing, if at any time during the term hereof, said Manager of Public Works reasonably deems the amount of the surety insufficient to properly protect the City from loss hereunder because the Lessee is or has been in arrears with respect to such obligations or because the Lessee has, in the reasonable opinion of the Manager of Public Works, violated other terms of this Agreement, the Lessee agrees that it will, after receipt of notice, increase the surety to an amount required by said Manager of Public Works; provided however, the percentage increase in the amount of surety shall not exceed the annual percentage increase that has occurred with respect to the Lessee's rental and fee rates in effect under this Agreement.

6.02 INDEMNIFICATION

The Lessee, in further consideration hereunder, agrees to release and to indemnify and save harmless the City, its officers, agents and employees, from and against (A) any and all loss of or damage to property, or injuries to, or death of, any person or persons, including property and officers, employees and agents of the City; and (B) all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting

from, or arising out of, the acts and omissions and wrongful conduct of officers, employees, agents, contractors, and subcontractors of the Lessee.

Provided however, the City agrees that (I) the Lessee need not release, save harmless or indemnify the City against damage to or loss of property, or injury to or death of persons, caused by the sole negligence or willful acts of the City, its officers, employees, contractors and agents, and (II) the City will give prompt notice to the Lessee of any claim or suit and the Lessee shall have the right to compromise the same to the extent of its own interest.

6.03 INSURANCE

At all time during the term of this Agreement, unless otherwise required by federal or state governmental law or regulation, the Lessee is required and agrees, at its own cost and expense, to provide and keep in force for the benefit of the Lessee and the City, a policy, or policies, of insurance written on a single limit each occurrence basis with limits of not less than Two Hundred Million Dollars (\$200,000,000.00) for bodily injury and property damage arising from any operation of the Lessee at the Airport and contractual liability coverage. The Manager of Public Works may increase the limit of insurance required when, in his discretion, he deems the amount stated herein is insufficient.

Such insurance policy, or policies, and certificates of insurance evidencing the existence thereof shall cover all operations of the Lessee at the Airport (except the coverage required and provided pursuant to federal or state law or regulation), and shall be with a company acceptable to and approved by the Manager and City Attorney, and shall insure the Lessee's agreement to indemnify the City as set forth in the indemnification provisions hereof. The amount of insurance required hereunder shall in no way limit the liability of the Lessee as provided in Section 6.02 of this Agreement. The City shall not be named insured of said insurance. Each such policy and certificate shall contain a special endorsement stating "This policy will not be materially changed or altered or canceled without first giving thirty (30) days written notice by certified mail, return receipt requested, to the Manager of Public Works, City and County of Denver, City and County Building, Denver Colorado." All such policies of insurance, or copies thereof, shall be made available for review by the City at such times and places as required by the Manager of Public Works. Certificates of insurance evidencing the existence of said policies shall be delivered to and left in the possession of said Manager.

6.04 LIENS

Except to the extent inconsistent with other provisions of this Agreement, the Lessee covenants and agrees to pay promptly all lawful taxes, excises, license fees and permit fees applicable to its operations at the Airport and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon said Airport, and further agrees not to permit any of said taxes, excises or licenses fees to become delinquent. The Lessee further covenants and agrees at all times to maintain adequate Worker's Compensation Insurance in accordance with any present or future Colorado law with an authorized insurance company, or through the Colorado State Compensation Insurance Fund, or through an authorized self-insurance plan approved by the State of Colorado insuring the payment of compensation to all its employees. The Lessee also covenants and agrees not to permit any mechanic's or materialman's or any other lien to be foreclosed upon the Airport and improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished at the request of the Lessee by any mechanic or materialman. The Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operation of said business on the Airport, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against said premises or improvements thereon which will in any way impair the rights of the City under this Agreement. The Lessee shall have the right on giving the City prior written notice to contest any such mechanic's materialman's or any other lien, and the Lessee shall not, pending the termination of such contest, be obligated to pay, remove or otherwise discharge such lien or claim. The Lessee agrees to indemnify and save harmless the City from any loss as a result of the Lessee's action as aforesaid.

If the Lessee shall in good faith proceed to contest any such tax, assessment or other public charge, or the validity thereof, by proper legal proceedings which shall operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such taxes, assessments or other public charges, the Lessee shall not be required to pay, discharge or remove any such tax, assessment or other public charge so long as such proceeding is pending and undisposed of; provided, however, that the Lessee, not less than five (5) days before any such tax, assessment or charge shall become delinquent, shall give notice to the City of the Lessee's intention to contest its validity. If such notice is so given by the Lessee to the City and such contest is conducted in good faith by the Lessee, the City shall not, pending the termination

of such legal proceedings, pay, remove or discharge such tax, assessment or other charge.

6.05 LOSS OR DAMAGE TO PROPERTY

The City shall not be liable for any loss of property by theft or burglary from the airport or for any damage to person or property on said Airport resulting from airport operations including but not limited to operating the elevators or electric lighting, or wind, water, rain or snow, which may come into or issue or flow from any part of said Airport, or from the pipes, plumbing, wiring, gas or sprinklers thereof or any other cause whatsoever, and the Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. Lessee shall not be responsible for loss or damage to property caused by latent defects in the Demised Premises.

6.06 FORCE MAJEURE

Neither the City nor the Lessee shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations under this Agreement if, while and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion and any circumstances for which it is not responsible and which are not within its reasonable control. This provision shall not apply to failures by the Lessee to pay rents, fees or other charges, or to make any other money payment whatsoever required by this Agreement, except in those cases where provision is made in this Agreement for the abatement of such rents, fees, charges or payments under such circumstances.

PART VII

QUIET ENJOYMENT; OCCUPANCY PRIOR TO DBO; INCONVENIENCES DURING CONSTRUCTION; SUBSTANTIAL COMPLETION

7.01 COVENANT OF QUIET ENJOYMENT

Upon the payment by Lessee of all rentals, rates, fees and charges properly assessed to Lessee and the performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peacefully have and enjoy the premises, appurtenances, facilities, licenses and privileges granted herein; provided, however, it is recognized that certain temporary inconveniences may occur during construction.

7.02 OCCUPANCY PRIOR TO DBO

Upon receipt from the City of a construction access permit and with the prior coordination of any remaining construction activities, Lessee, its officers, directors, employees, agents, consultants, contractors and sub-contractors, and all other persons or entities reasonably deemed reasonably necessary or appropriate by Lessee, shall have the right to enter the Demised Premises and such other portions of the Airport, prior to DBO, as may be reasonably necessary or appropriate in order to inspect, design, construct, equip or otherwise prepare the demised premises for use by Lessee. Notwithstanding any such entry or other actions, Lessee shall not be required to pay any operating and maintenance expenses of the Airport or any interest on Airport System Revenue Bonds used to finance the Airport until the opening of the Airport at DBO.

7.03 INCONVENIENCES DURING CONSTRUCTION

The Lessee recognizes that from time to time during the term of this Agreement it will be necessary for the City to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Lessee in its operations at the Airport. The Lessee agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by reason of minor inconvenience or minor discomfort as a result of such action and, for and in further consideration of the lease of the Demised Premises, the Lessee waives any right to claim damages or other consideration for such minor inconvenience or minor discomfort.

7.04 SUBSTANTIAL COMPLETION

The City will use its best efforts to substantially complete construction of Lessee's exclusive use facilities hereunder prior to DBO of the Airport. In the event Lessee's exclusive use facilities are not substantially complete by DBO, the City and Lessee recognize and acknowledge that the consequences therefrom, and any risks associated therewith, shall be mutually shared, and that the mitigation plan (attached Appendix) shall adequately compensate Lessee for any and all liabilities and damages resulting therefrom, as liquidated damages therefor.

**PART VIII
MISCELLANEOUS PROVISIONS**

8.01 ADDITIONAL COVENANTS

- (A) The City agrees that it will charge no more favorable rates to, nor enter into a more favorable agreement with, any airline or air cargo company operating at Denver International Airport, without offering the Lessee the same rate or agreement.
- (B) The Lessee acknowledges the Noise Mitigation Measures on page 5.18 of the Final Environmental Impact Statement for the New Denver Airport (FEIS) and agrees to use the Airfield Area in accordance with the Federal Aviation Administration's (FAA) 1995 Phase I, Preferred Alternative Representative Air Traffic Departure Flows as set forth on Exhibit 5.4 of the FEIS, or as it may be supplemented by the FAA.

8.02 LEASE BINDING

This Agreement shall be binding on and extend to any successors of the respective parties hereto.

8.03 PARAGRAPH HEADINGS AND INDEX

The paragraph or Section headings and index or table of contents contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

8.04 SIGNS

The Lessee agrees that no signs or advertising displays shall be painted on or erected in any manner upon its Demised Premises without the prior written approval of the City's Manager of Public Works or the Manager's authorized representative; and that signs identifying the Lessee will conform to reasonable standards established by the Manager of Public Works, or the Manager's authorized representative, with respect to type, size, design and location. Lessee's timetables and other advertising materials of like size and character may be displayed without such prior approval, but the Lessee agrees to remove any such material determined by the Manager of Public Works to be unsightly or otherwise objectionable.

8.05 VENDING MACHINES

No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained in or upon the Lessee's Demised Premises except with the permission of the Lessee and the Manager of Public Works and the number, type, kind and locations thereof shall be in the discretion of the Manager of the Public Works and the Lessee. The Lessee shall not permit the installation of any such machines, except by a concessionaire authorized by the Manager of Public Works and subject to and in accordance with the concessionaire's agreement with the City. If and when the Lessee permits the installation of vending machines in its Demised Premises, the Lessee shall make no charge to the concessionaire for the privilege of installing or maintaining such machines, except that if the Lessee provides the electric current or water to the concessionaire a reasonable charge may be made to cover the cost of the electricity and water consumed, and all fees paid by the concessionaire for the privilege shall be the property of the City.

8.06 PURCHASES BY LESSEE

Property, services and materials (except as otherwise provided in this Agreement) may be purchased or otherwise obtained by the Lessee from any person or corporation of its choice and no unjust or unreasonable discriminatory limitations, restrictions, charges or conditions shall be imposed by the City, directly or indirectly, against the Lessee or its suppliers for the privilege of purchasing, selling, using, storing, withdrawing, handling, consuming, loading, unloading or delivering any personal property of the Lessee, by the Lessee or its suppliers, or for the privilege of transporting such personal property to, from or on the Airport.

8.07 NON-DISCRIMINATION

The Lessee, for itself, its successors and assigns, as a part of the consideration hereof does hereby agree that in the event facilities are constructed, maintained or otherwise operated on the Demised Premises for purposes for which a Department of Transportation program or activity is extended or for another purpose involving the provision of a similar service or benefit, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

8.08 NO PERSONAL LIABILITY

No director, office or employee of either party shall be held personally liable under this Agreement or because of its execution or attempted execution.

8.09 NOTICES

All notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to the Manager of Public Works, City and County Building, Denver, Colorado 80202; all notices required to be given to the Lessee hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to: Vice President, Airport Relations and Development, Federal Express Corporation, 2003 Corporate Avenue, Memphis, Tennessee 38132, provided that the parties or either of them, may designate in writing from time to time the addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Lessee or said Manager.

8.10 PLACE AND MANNER OF PAYMENTS

In all cases where the Lessee is required by this Agreement to pay any rentals, fees or other charges or to make other payments to the City, such payments shall be due and payable without notice and shall be made at the office of the City's Director of Aviation, Denver International Airport, or at such other place in the City and County of Denver as the City may hereafter designate by notice in writing to the Lessee, and shall be made in legal tender of the United States. Any check shall be received by the City subject to collection, and the Lessee agrees to pay any bank charges for the collection of any such check.

Any payment not made to the City or Lessee when due shall accrue interest at the rate of 18% per annum commencing five (5) days after such due date.

8.11 SEVERABILITY

In the event any covenant, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained if the invalidity of any such covenant, condition or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

8.12 SECURITY

It is understood and agreed by the Lessee that in addition to the Lessee's responsibilities to maintain the Demised Premises as provided herein, it shall take reasonable security precautions to maintain the Demised Premises in a manner as to keep them secure from unauthorized intrusion and shall with respect to any area of the premises opening to an air operations area of the Airport provide for an adequate security system designed to prevent unauthorized persons or vehicles from entering such air operations area. An "air operations area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at a standard no less than required and set out in Part 107 of the Federal Aviation Regulations of the Federal Aviation Administration, as may be amended.

It is further understood and agreed by the Lessee that at any time during the term hereof when requested in writing by the Manager of Public Works, or his authorized representative, the Lessee shall submit to the said Manager of Public Works the security plans that are to be used and are being used by the Lessee on any or all of the Demised Premises.

8.13 WAIVERS

No waiver of default by either party of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Lessee or the City shall be construed, or operate, as a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained to be performed, kept and observed by the Lessee or the City.

The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant or condition of this Agreement other than the failure of the Lessee to pay the particular rental so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.

8.14 LESSEE BOOKS AND RECORDS

The Lessee agrees that the Auditor of the City or any of the Auditor's duly authorized representatives, until the expiration of three (3) years after the termination of this Agreement, shall have the right, at any reasonable time and at its own expense, to have access to and the right to examine any

books, documents, papers and records of the Lessee pertinent to this Agreement.

The Lessee shall have the right, pursuant to the Colorado Open Records law, to examine the City's books, documents, papers and records pertinent to this Agreement.

8.15 CITY SMOKING POLICY

The Lessee and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99, or any successor executive order prohibiting smoking in all indoor buildings and facilities. Lessee agrees that it will take reasonable actions to prohibit smoking by its employees and the public in the Demised Premises except in specially designated areas.

8.16 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Lessee and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto, or any successor executive order concerning the use, possession or sale of alcohol or drugs.

8.17 THIRD PARTIES

This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties (excepting parties to whom the Lessee may assign this Agreement in accordance with Section 3.03 hereof, and excepting any successor to the City) any right to claim damages or to bring any suit, action or other proceeding against either the City or the Lessee because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained.

8.18 ENTIRE AGREEMENT

The parties acknowledge and agree that the provisions contained in this Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter thereof, and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. This Agreement cannot be changed or terminated orally. No alterations, amendments, changes or modification, unless expressly reserved to the Manager of Public Works herein, shall be valid unless executed by an instrument in writing by all the parties with the same formality as this Agreement.

8.19 CONDITION; FINAL APPROVAL

This Agreement is expressly subject to, and shall not be or become effective or binding on the City until approved by Denver City Council and fully executed by all signatories of the City and a fully executed copy has been delivered to Lessee.

8.20 SUPPLEMENTAL INFORMATION TO BE SUPPLIED BY LESSEE

Not later than fifteen (15) calendar days after the end of each month, the Lessee shall complete and file with the City written activity reports for the preceding month on forms provided or agreed to by the City. Information to be provided will include, but not be limited to, mail, in and out and express and freight, in and out.

EXHIBIT A

DENVER INTERNATIONAL AIRPORT

SELECTED DEFINITIONS

"Date of Beneficial Occupancy" ("DBO") shall mean the date established by the City as provided for in a notice from the City to the Lessee.

"Exclusive Use Premises" means, at any time, those areas and facilities which are leased to a Lessee for its exclusive use and occupancy. Such areas and facilities may not be used or occupied by others unless authorized by Lessee and approved by the City.

"General Bond Ordinance" shall mean the 1984 Airport System General Bond Ordinance approved by the City Council of the City and County of Denver on November 29, 1984, Or. 626, Series of 1984, as supplemented or succeeded.

"Preferential Use Premises" means, at any time, those areas and facilities to which a Lessee is granted the preferential use and occupancy. Such areas and facilities may be used and occupied by others, but only with the prior approval of the City, and only if such other use and occupancy does not conflict with Lessee's use and occupancy, which shall have priority.

TO DENVER

48TH AVE.

56TH AVE.

64TH AVE.

72ND AVE.

80TH AVE.

88TH AVE.

96TH AVE.

104TH AVE.

112TH AVE.

120TH AVE.

BUCKLEY RD.

TOWER RD.

TRIALAYA ST.

PICCADILLY R.

GUN CLUB RI

MAHESSE MI.

PBMATON MI.

MONAGIAN MI.

HAYSHOUNT MI.

HUDSON MI. I

WATKINS MI. R

WABODEN MI. RD

7L

AIRPORT BLVD.

25R

16L

8R

28L

17R

17L

35L

35R



1 MILE

0

1 MILE

EXHIBIT B1
PAGE 1 OF 1



DENVER INTERNATIONAL AIRPORT

OPENING DAY DEVELOPMENT

REVISED:

DATE: 8/91

A. 1000000 - 1000000	1. 1000000000 - 1000000000
B. 1000000 - 1000000	2. 1000000000 - 1000000
C. 1000000000 - 1000000	3. 1000000000 - 1000000
D. 1000000000 - 1000000	4. 1000000000 - 1000000
E. 1000000000 - 1000000	5. 1000000000 - 1000000
F. 1000000000 - 1000000	6. 1000000000 - 1000000
	7. 1000000000 - 1000000
	8. 1000000000 - 1000000
	9. 1000000000 - 1000000

DENVER INTERNATIONAL AIRPORT

AUGUST, 1992

NTS

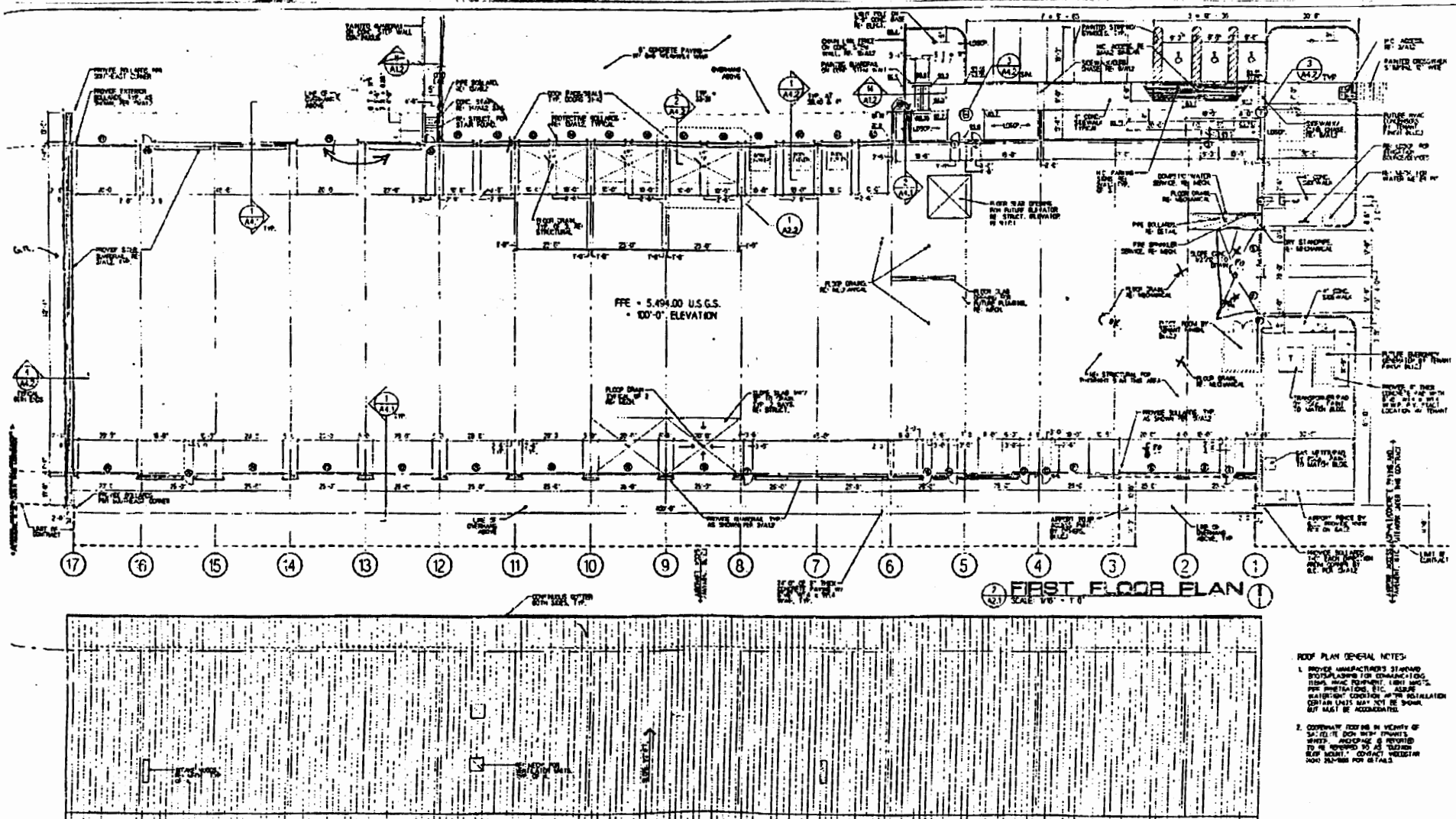


EXHIBIT C
FACILITIES PREMISES
DENVER INTERNATIONAL AIRPORT
AUGUST, 1992
NTS

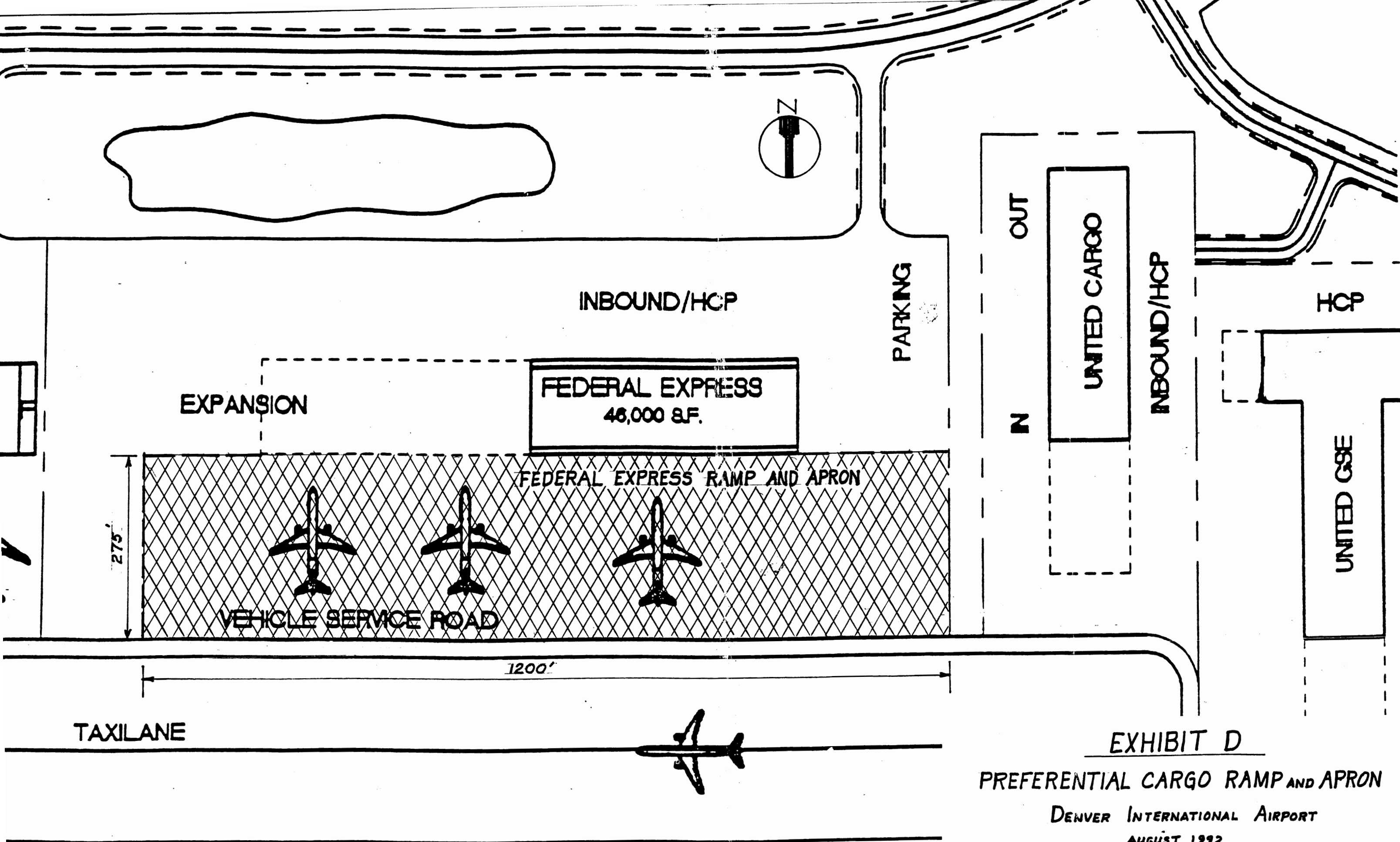


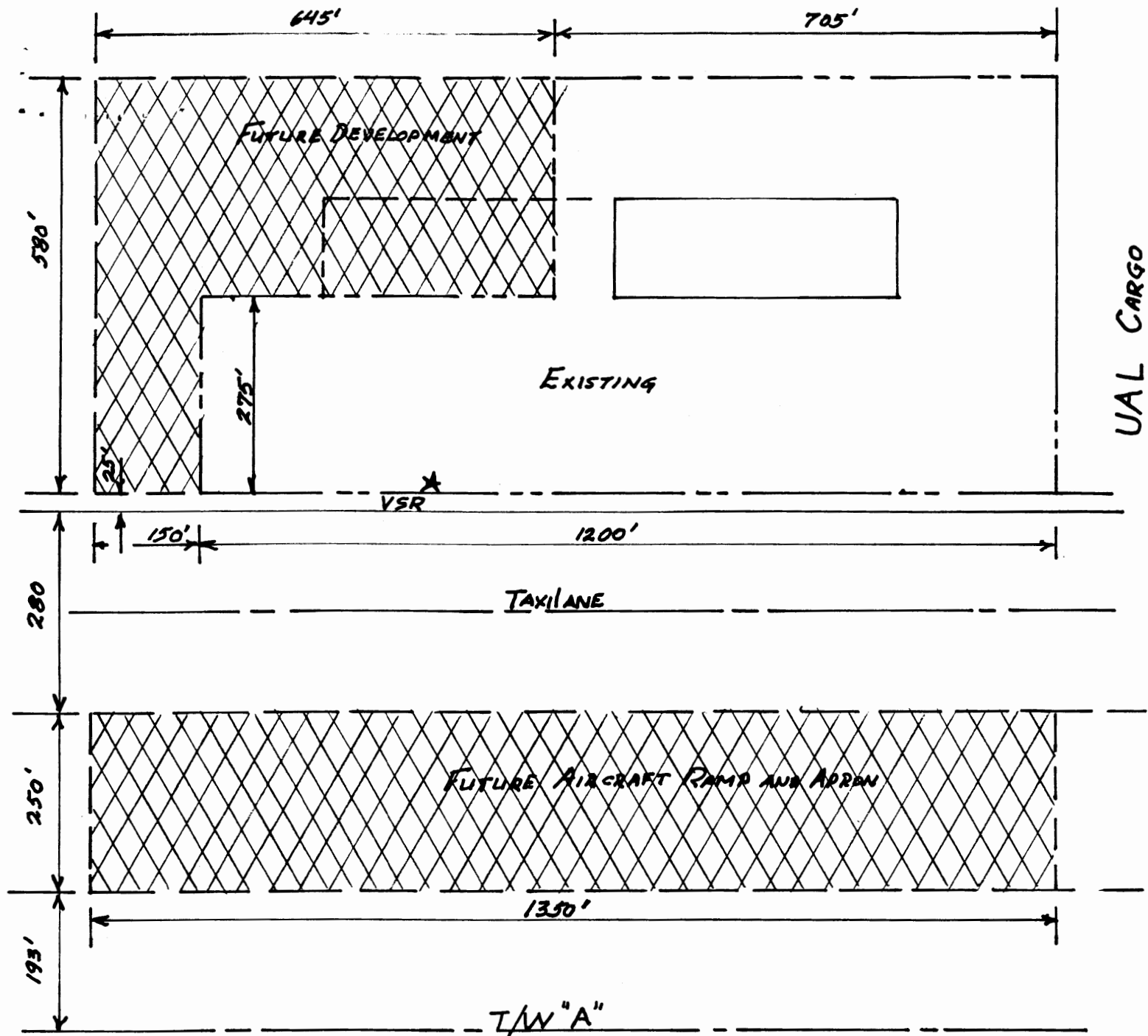
EXHIBIT D

PREFERENTIAL CARGO RAMP AND APRON

DENVER INTERNATIONAL AIRPORT

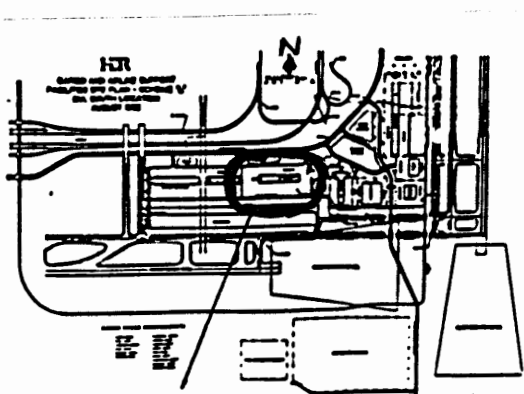
AUGUST, 1992

NTS



TOTAL SQ. FOOTAGE - 575,475

TOTAL ACERAGE - 13.2±



FEDERAL EXPRESS SITE

ATTACHMENT-2 (PARCEL-2) FEDERAL EXPRESS SITE DENVER INTERNATIONAL AIRPORT

AUGUST, 1992
1" = 200'

NOTE-

* 25' VEHICLE SERVICE ROAD (VSR) NOT INCLUDED.

APPENDIX

Mitigation Plan

The City will use its best efforts to grant Lessee nonexclusive access to its exclusive use premises prior to July 1, 1993 to allow Lessee to construct tenant finish items. In the event Lessee cannot access its exclusive use premises by July 1, 1993 for such purpose, the following milestones and respective contingency plans shall be implemented by the parties hereto as may be required to allow Lessee to operate by DBO:

Milestone 1

If non-exclusive access is not available to Lessee by July 1, 1993, the City and the Lessee will, at the request of Lessee, provide for the following items:

	<u>Estimated Costs</u> (to be equally shared by City and Lessee)	<u>Subtotal</u>
<u>LEASE TRAILERS</u>		
6 Units x 720 x 1.00/SF/MO x 5 MO	\$ 21,600	
3 Units x 600 x .75/SF/MO x 5 MO	<u>6,750</u>	\$ 28,350
<u>DELIVERY/SETUP/ANCHOR</u>		
3 DBL x \$1,500 LS	\$ 4,500	
3 SINGLE x \$ 500 LS	<u>1,500</u>	\$ 6,000
<u>HANDICAP RAMPS</u>		
6 Units - 2 Ramps x \$3,000 EA	\$ 6,000	
3 Units - 3 Ramps x \$3,000 EA	<u>9,000</u>	\$ 15,000
<u>BOTTLED WATER</u>		
2 - \$100/MO x 5 MO	\$ 500	
3 - \$ 50/MO x 5 MO	<u>250</u>	\$ 750

TOILETS OR REFUSE TANK

2 - \$500/MO x 5 MO	\$ 2,500	
3 - \$200/MO x 5 MO	<u>1,000</u>	\$ 3,500

CAGES

150/LF x \$ 15/LF	\$ 2,250	
3 Gates x \$500/LS	<u>1,500</u>	\$ 3,750

ELECTRICAL

Power to Lifts 4 x \$500	\$ 2,000	
25-20 Amp Circuits 110V x \$200 EA	5,000	
6-Units Allow	10,000	
3-Units Allow	4,000	
Power to Scales 4 x \$200	800	
Site Lighting 5 x \$500	2,500	
A&E Design/Testing/LS	<u>10,000</u>	\$ 34,300

Milestone 2

If non-exclusive access is not available to Lessee by August 15, 1993, the City and the Lessee will, at the request of Lessee, provide for the following items:

<u>Estimated</u>	
<u>Costs</u>	
(to be equally	
shared by City	
and Lessee)	<u>Subtotal</u>

CONTAINER LOCKS

50 Units x \$25	\$ <u>1,250</u>	\$ 1,250
-----------------	-----------------	----------

RELOCATE COMMUNICATIONS
(from SIA to DIA)

Voice	\$ 3,000	
Data	1,000	
FXTV	<u>5,000</u>	\$ 9,000

EMPLOYEE PARKING

80 Spaces x 400 SF/Space = 32,000 SF x \$1.50/SF \$ 48,000

OPTIONAL RELOCATION COSTS

Offices Allowance \$ 1,000

Sort Equipment Allowance 4,000

5 EMP x 5 MO x 40 HRS x

4.3 WKS/MO x 12.50 = 53,750

\$ 58,750

OPTIONAL TEMPORARY STRUCTURE \$ 63,000

\$ 63,000

TOTAL

\$ 271,650
=====

The obligation of the City under this Mitigation Plan is limited to the expenditure of not more than \$135,825 to provide for the above items.

Attachment 2

**CITY CLERK
OFFICIAL COPY**

91-0929-001
AC 2X021

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT, made and entered into this 19th day of June, 1996 by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the "CITY"), Party of the First Part, and **FEDERAL EXPRESS CORPORATION**, 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, hereinafter referred to as the "LESSEE," Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the Parties hereto entered into an Airport Use and Cargo Facilities Lease Agreement under the date of December 30, 1992 (hereinafter referred to as the "Existing Agreement") to lease certain property for the operation of an air cargo business upon Denver International Airport property; and

WHEREAS, the City and the Lessee desire to amend the Existing Agreement effective as of the date hereof as hereinafter provided;

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

1. Section 2.01, "Demised Premises" of the Existing Agreement is amended effective as of December 1, 1995 to add to the demised premises an additional parcel, for use as an employee parking area, which parcel is described and depicted as "Federal Express Additional Lease Area" on Exhibit 2-A, attached hereto

92-819-A

CITY CLERK
91-0929-001
AC 2X021

and incorporated herein by reference, consisting of 18,750 square feet of space, more or less.

Section 2.01 of the Existing Agreement is further amended to provide that the Lessee may exercise its right of first refusal separately for either of the areas depicted on Exhibit 1-A, which is attached hereto and incorporated herein by reference, by providing written notice to the City for such area as provided in the said Existing Agreement, and to further provide that in the event the Lessee has not exercised its right of first refusal for the parcel consisting of 237,975 square feet of space, more or less, identified on Exhibit 1-A, within one year following the date of this First Amendatory Agreement as set forth on the first page hereof, then the Lessee's leasehold interest in the Federal Express Additional Lease Area depicted on Exhibit 2-A shall terminate effective as of one year from the date of this First Amendatory Agreement and the Lessee shall restore the said additional lease area to the condition in which it existed prior to occupancy by the Lessee hereunder.

2. Section 2.03, "Payment of Fixed and Variable Rates, Fees and Charges" of the Existing Agreement is amended to provide that the Tenant shall pay to the City an additional rental fee in the estimated amount of \$0.588 per square foot per year throughout the term of the Existing Agreement for the additional demised premises provided for herein, as such rental amount may be reestablished by the City under the terms and conditions of the Existing Agreement. If a termination of Lessee's leasehold

interest in the Federal Express Additional Lease Area occurs in accordance with the terms of the preceding paragraph, Lessee will no longer have the obligation to pay the additional rental fee required by this paragraph.

3. CITY NONDISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Lessee agrees not to fail or 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 the Lessee further agrees to insert the foregoing provision in all subcontracts hereunder.

4. Except as otherwise amended herein, all of the terms and provisions of the said Existing Agreement shall remain in full force and effect as though set out in full herein.

5. This First Amendatory Agreement is expressly subject to and shall not be or become effective or binding on the City until approved by the City Council and fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendatory Agreement to be executed as of the day and year first above written.



ATTEST:

By *Elbra Wedgeworth*
ELBRA WEDGEWORTH, Clerk and
Recorder, Ex-Officio Clerk of
the City and County of Denver

CITY AND COUNTY OF DENVER

By *Paul E. Smith*
Mayor

RECOMMENDED AND APPROVED:

By *James D. Deery*
Manager of Aviation

APPROVED AS TO FORM:

DANIEL E. MUSE, Attorney
for the City and County of
Denver

By *Dianne Lucio*
Assistant City Attorney

COUNTERSIGNED AND REGISTERED:

By *[Signature]*
Auditor

PARTY OF THE FIRST PART

FEDERAL EXPRESS CORPORATION

[Signature]
V. P. PROPERTIES AND FACILITIES
PARTY OF THE SECOND PART

[Signature]
4/8/96

APPROVED
AS TO LEGAL FORM
[Signature] 4/14/96
LEGAL DEPT.

PARKING

FEDERAL EXPRESS
RIGHT OF FIRST REFUSAL
237975 sq. ft.

FEDERAL EXPRESS

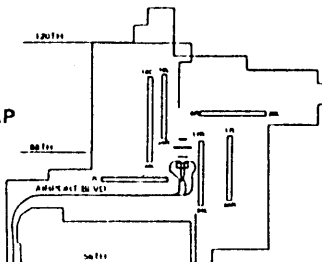
UAL
CARGO

RAMP AREA RIGHT OF FIRST REFUSAL
337500 sq. ft.

TAXIWAY SA

John W. Brennan 12-7-95
DIRECTOR OF ENGINEERING/AIRPORT

DIA
KEY MAP



SCALE 1" = 200.00'

200.0' 100.0' 0 200.0'



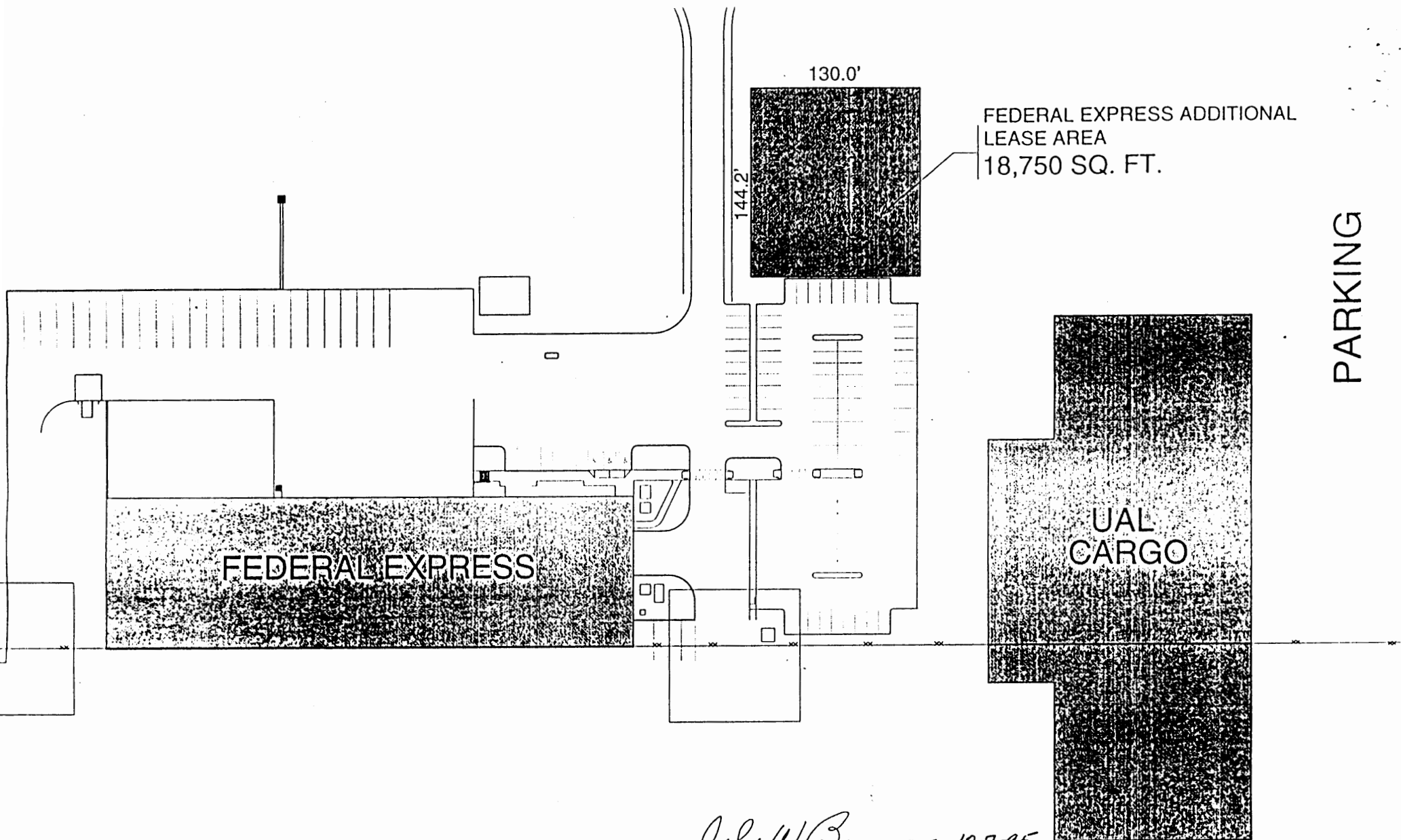
REVISED

DENVER INTERNATIONAL AIRPORT

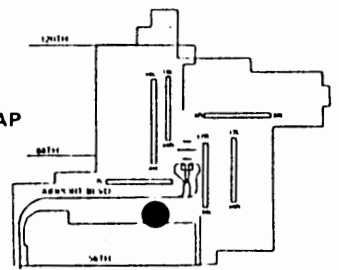
EXHIBIT 1-A
FEDERAL EXPRESS
ADDITIONAL LANDSIDE AND RAMP ARE

SHEET: 1

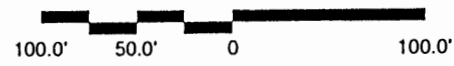
DATE: 11/15/95



DIA
KEY MAP



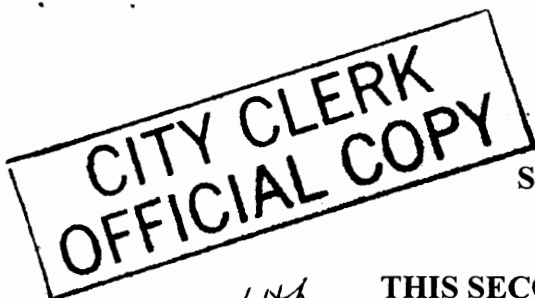
SCALE 1" = 100.00'



John W. Brennan 12-7-95
DIRECTOR OF ENGINEERING/AIRPORT

	REVISED	DENVER INTERNATIONAL AIRPORT	
		EXHIBIT 2-A FEDERAL EXPRESS ADDITIONAL PARKING	
		SHEET: 1	DATE: 11/14/95

Attachment 3



AC2x021

91-0929-002

92-819-B

SECOND AMENDATORY AGREEMENT

4th THIS SECOND AMENDATORY AGREEMENT is made and entered into this day of February, 2000, ~~1999~~ by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation ("CITY"), Party of the First Part, and **FEDERAL EXPRESS CORPORATION**, 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, hereinafter referred to as the "LESSEE", Party of the Second Part.

WHEREAS, the City owns, operates and maintains a municipal airport known as Denver International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto, as hereinafter provided; and

WHEREAS, the Lessee is engaged in the business of transporting property, cargo and mail, or one or more thereof, by aircraft; and

WHEREAS, the parties entered into an Airport Use And Cargo Facilities Lease Agreement dated December 30, 1992 and a First Amendatory Agreement dated June 19, 1996 (collectively hereinafter, the "Existing Agreement") for the use and lease of certain premises and facilities at the Airport; and

WHEREAS, the parties now desire to amend the Existing Agreement all as set forth herein;

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. The Existing Agreement is hereby amended to provide that references to "Manager of Public Works" or "Manager" shall mean the Manager of Aviation or his authorized designee.

2. The Existing Agreement is hereby amended by deleting entirely the following documents - Attachments 1 and 2, Exhibits B-1, B-2, C and D and Exhibits 1-A and 1-B - and replacing said documents with Exhibits B-1, B-2, C-1, C-2 and C-3 which are appended hereto and incorporated herein by this reference and which are effective as of January 1, 1999.

3. Section 1.03, Airfield Area And Cargo Facilities To Be Provided, of the Existing Agreement is hereby amended by deleting said section entirely and replacing it with the following:

1.03 AIRFIELD AREA AND CARGO FACILITIES TO BE PROVIDED

The City agrees to provide, operate and maintain in good condition and repair at the Airport, in accordance with good airport maintenance practices, and to make available for use by aircraft operators, the Airfield Area and Cargo

Facilities shown upon the attached drawing of the Airport marked Exhibits B-1 and B-2, which drawings are incorporated herein and made a part hereof by reference, and any additions or extensions thereto.

The City may from time to time make alterations to, or reconstruct, or relocate, or modify the design and type of construction of, or close the Airfield Area Facilities, or any portion or portions of them, either temporarily or permanently, provided that reasonably equivalent Airfield Area Facilities or Cargo Facilities are made to the Lessee.

4. Section 2.01, Demised Premises, of the Existing Agreement is hereby amended to add to the demised premises additional ramp space consisting of approximately 86,832 square feet effective as of January 1, 1999 by deleting said section entirely and replacing it with the following:

2.01 DEMISED PREMISES

(A) The City, for and in consideration of the covenants and agreements hereinafter contained, hereby leases to the Lessee and the Lessee hereby agrees to lease from the City, subject to the conditions hereinafter expressed, an Air Cargo Building and those certain parcels of real property at the Airport depicted and described on Exhibits C-1, C-2 and C-3 which are situated in the City and County of Denver, State of Colorado (collectively, the "Demised Premises"). It is acknowledged and agreed that the Demised Premises under this Agreement constitute non-residential real property. Except to the extent required for the performance of the obligations of the Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the air space above the Demised Premises except as approved by the City.

(B) The Demised Premises shall consist of the following:

Ground Lease Site	917,027 square feet, more or less
Air Cargo Building (Building Lease Area, Exhibit C-1)	46,000 square feet, more or less (exclusive use premises)
Vehicle Parking (Landside Lease Area, Parcels Nos. 1 and 2, Exhibit C-2)	375,195 square feet, more or less (exclusive use premises)
Cargo Ramp Area (Ramp Area Parcels A, B & C, Exhibit C-3)	495,832 square feet, more or less (preferential use premises)

5. Subsections A, B and C and D of Section 2.02, Use of Demised Premises, of the Existing Agreement are hereby amended by deleting said subsections entirely and replacing them with the following:

(A) The Cargo Building portion of the Demised Premises for the exclusive use of Lessee as follows:

- (1) For the reception, handling, build-up, breakdown, sorting and distribution of air cargo transported or to be transported on aircraft owned or operated for and on behalf of the Lessee's customers; and the receipt, handling and distribution of other documents and packages.
- (2) For the reception, storage and distribution of repair parts, supplies and other personal property owned by, or in the possession of Lessee for the performance of minor repairs to personal property of the Lessee or that of its aircraft operators.
- (3) For the training of personnel employed or to be employed by the Lessee in connection with its air cargo operations.
- (4) For the use as crew quarters in connection with the air cargo operations of the Lessee.
- (5) For normal office purposes associated with the conduct of an air cargo business by Lessee.
- (6) Vending machines may be permitted for the use of Lessee's employees pursuant to paragraph 8.05 herein.

(B) [RESERVED – (No Ground Service Equipment Leased Herein)]

(C) The portion of the Demised Premises designated "Vehicle Parking" for the exclusive use of Lessee for loading and unloading of cargo and for parking of motor vehicles by employees, customers, patrons, contractors, agents and invitees of Lessee, and as a means of access or ingress to or egress from the premises.

(D) [RESERVED (No Vehicle Circulation Area Designated Herein)]

6. Section 2.03, Payment of Fixed and Variable Rates, Fees and Charges, of the Existing Agreement, is hereby amended to provide that the Lessee shall pay to the City the following estimated rental fees which are effective as of January 1, 1999 and as such amounts may be reestablished by the City under the terms and conditions of the Existing Agreement:

	Estimated Amount Per Square Feet Per Year
Ground Lease Site	\$0.641
Air Cargo Building Rent	\$9.656
Ramp and Apron Area Improvement Rent	\$0.735
Ground Equipment Service Equipment Area Improvement Rent	\$0.276

7. Section 2.06, Preferential Use of Cargo Ramp and Apron Areas, is hereby amended by deleting said section entirely and replacing it with the following:

2.06 PREFERENTIAL USE OF CARGO RAMP AND APRON AREAS

The City hereby grants to the Lessee preferential use of cargo ramp and apron areas as designated in Exhibit C-3. Preferential use includes the right of the Lessee and its wholly owned subsidiaries to schedule and use such premises as defined herein, subject to the conditions set forth herein and in the Rules and Regulations regarding the Operation and Use of the Cargo Ramp and Apron Areas as such rules and regulations exist or may be amended in the future. Preferential use is expressly understood to be a non-exclusive right, and the City retains the right to allow other companies the use of the Lessee's preferential use areas to the extent such other use does not infringe on the Lessee's preferential use as herein defined.

Notwithstanding any language to the contrary in this Lease, it is expressly agreed and understood that the foregoing preferential use is not a property right and shall not be assigned, subleased or otherwise alienated or hypothecated in any manner whatsoever by the Lessee.

8. Section 3.03, Subletting, Assignment And Ground Handling Arrangements, of the Existing Agreement is hereby amended by deleting said section entirely and replacing it with the following:

3.03 SUB-LETTING, ASSIGNMENT AND GROUND HANDLING ARRANGEMENTS

The interests and rights of Lessee under this Agreement may not be transferred except as provided under this Section 3.03.

- (A) No sub-lease, assignment, ground handling agreement or other transfer shall relieve Lessee from primary liability for any of its obligations hereunder, and Lessee shall continue to remain primarily liable for the payment of rentals, fees and charges applicable to such premises and facilities hereunder;
- (B) Lessee shall provide written notice to the City and a copy of the proposed sublease, assignment, ground handling agreement or other transfer not less than thirty (30) days prior to the effective date of such arrangement;
- (C) Any sublease, assignment, ground handling agreement or other transfer shall be subject to the prior written approval of the Manager of Aviation.
- (D) Any authorization by the City for use of a Preferential Use Gate by another airline shall require such other airline to remit directly to the City a non-preferential use gate fee as established by the Airport Rules and Regulations. All such fees shall be credited in the calculation of rentals, rates, fees and charges.

9. Section 5.01, Term of Lease, of the Existing Agreement, is hereby amended by deleting said section and replacing it with the following:

5.01 TERM OF LEASE

The term of this Lease shall commence on the Date of Beneficial Occupancy ("DBO") as defined in Exhibit A attached hereto and made a part hereof, of the Airport and shall terminate at 12:00 noon, M.S.T. on February 28, 2015, unless this Lease is earlier cancelled or terminated as hereinafter provided.

10. Section 8.05, Vending Machines, of the Existing Agreement, is hereby amended by deleting said section and replacing it with the following:

8.05 VENDING MACHINES

No amusement or vending machines or other machines operated by coins or tokens, cards, paper currency, or any imaging or voice process, and no cash machines or pay telephones shall be installed or maintained in or upon the Lessee's Demised Premises except with the permission of the Manager of Aviation and the number, type, kind and locations thereof shall be in the discretion of the Manager of Aviation. This prohibition includes, but not by way of limitation, sales from vending machines of such items as cigarettes, candy, maps, coffee, soft drinks, newspapers, stamps and insurance policies; telephones;

dispensation of cash, money orders and checks; and operation of mechanical or electronic game devices, electronic video games, and entertainment devices. The Lessee shall not permit the installation of any such machines, except by a concessionaire authorized by the Manager of Aviation and subject to and in accordance with the concessionaire's agreement with the City. If and when the Manager permits the installation of vending machines in the Lessee's Demised Premises, the Lessee shall make no charge to the concessionaire for the privilege of installing or maintaining such machines, except that if the Lessee provides the electric current or water to the concessionaire a reasonable charge may be made to cover the cost of the electricity and water consumed.

11. Except as otherwise modified or amended 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 herein.

12. This Second Amendatory Agreement is subject to and shall not be or become effective or binding upon the City and County of Denver until approved by the Denver City Council and fully executed by all the signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

By Rosemary E. Rodriguez
ROSEMARY E. RODRIGUEZ, Clerk
and Recorder, Ex-Officio Clerk of
the City and County of Denver



By Wally Smith
Mayor

RECOMMENDED AND
APPROVED:

By Gene Baumgartner
Manager of Aviation

APPROVED AS TO FORM:

DANIEL E. MUSE, Attorney for
the City and County of Denver

By Daniel E. Muse
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By [Signature]
Auditor

PARTY OF THE FIRST PART

ATTEST:

FEDERAL EXPRESS CORPORATION

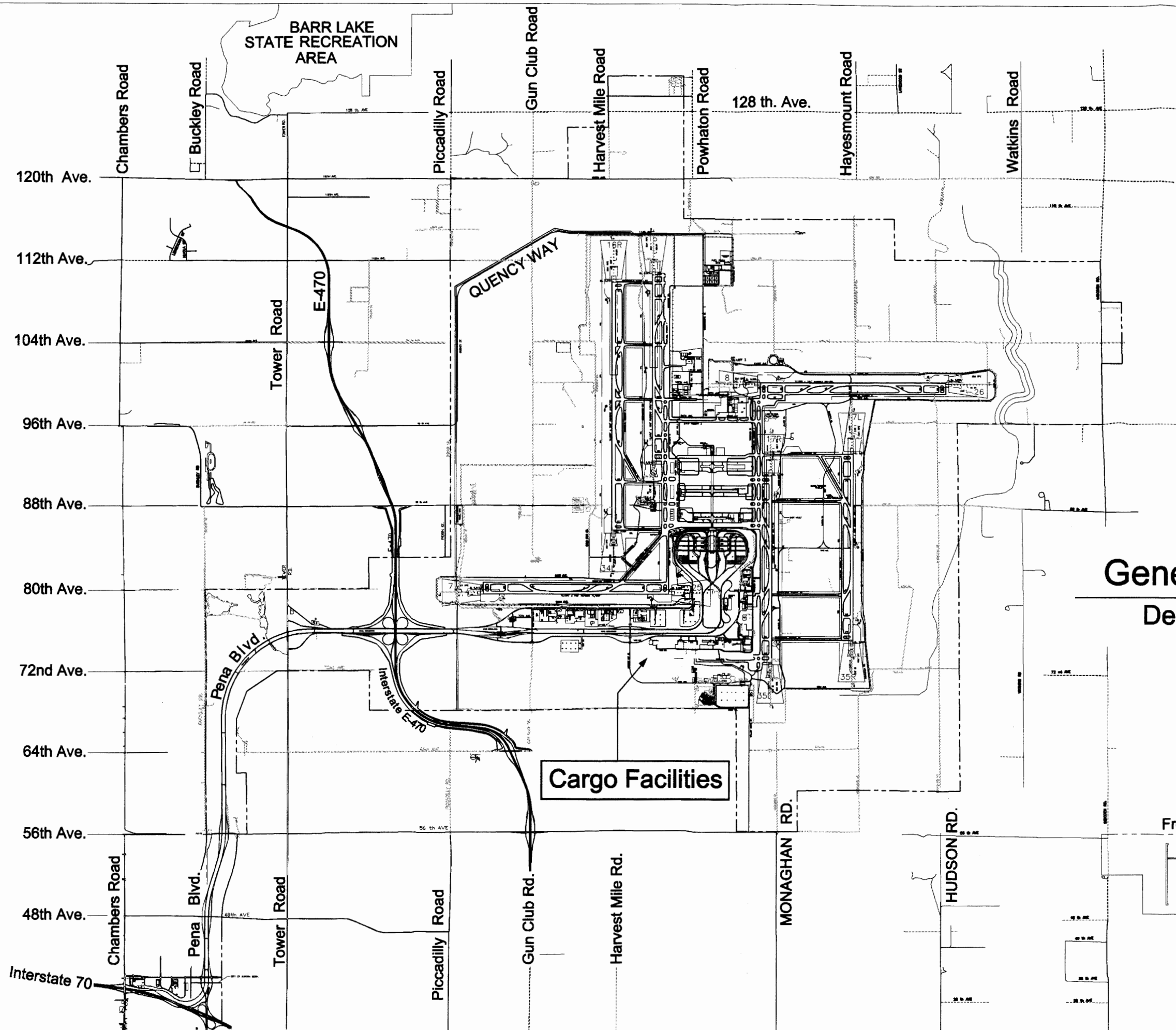
By Christine P. Redden
Assistant Secretary
Title _____

By Graham Jones
Title VP

PARTY OF THE SECOND PART

Approved
Legal Department
12/7/99 blp

114 Dec 99



General Airport Area Map

Denver International Airport

April - 1999



SCALE 1" = 6,500.00'

Exhibit-B1

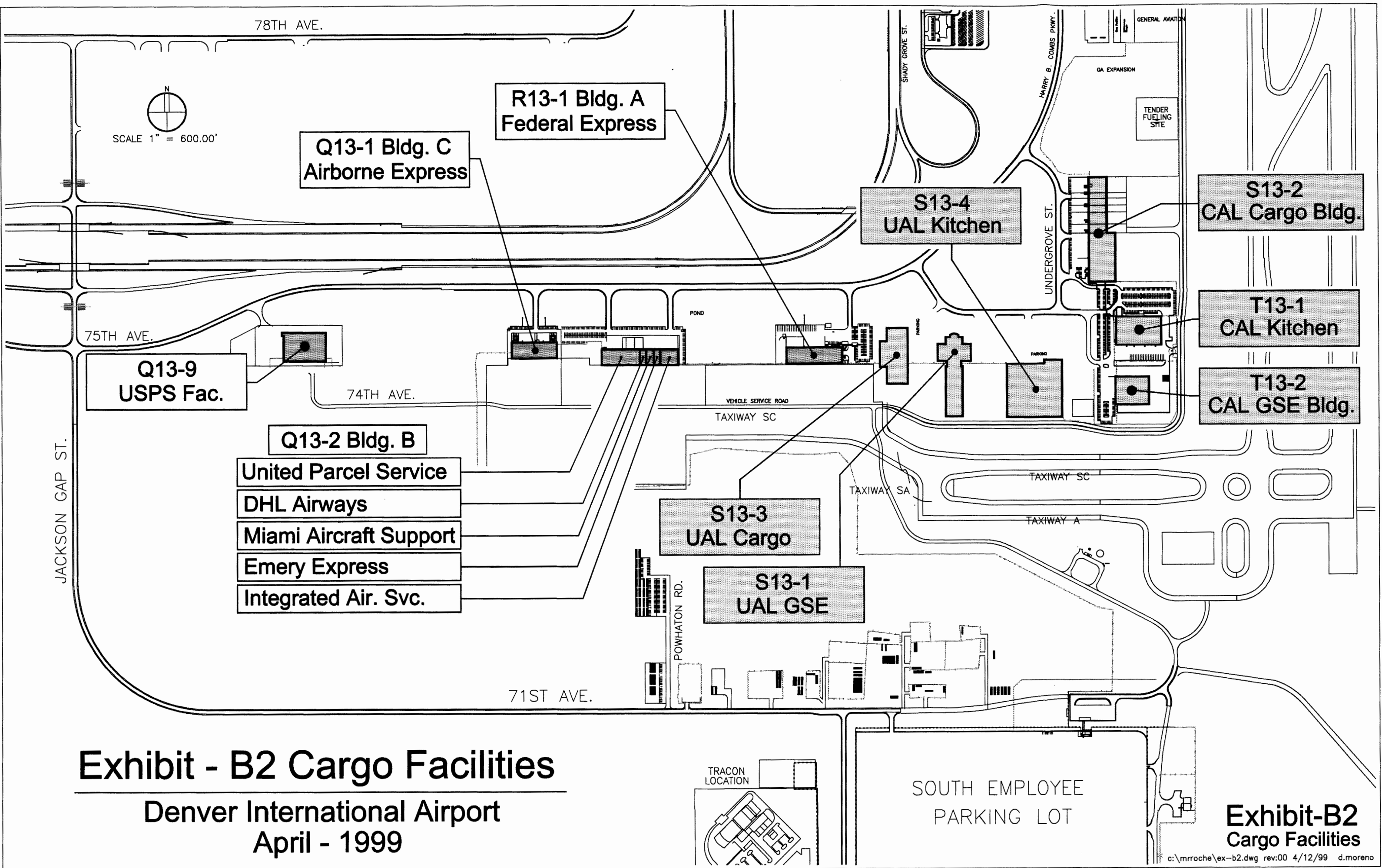


EXHIBIT C-1 PAGE 1

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS BUILDING LEASE AREA

DATE: 18 OCTOBER 93

A parcel of land located in the Southwest one quarter of Section 33, Township 2 South, Range 65 West of the 6th Principal Meridian, City and County of Denver, State of Colorado, being more particularly described as follows:

Commencing at the West quarter corner of Section 33 (N 50209.912 E 88894.441);

Thence S 44°1'30" E, 1303.01 feet to the POINT OF BEGINNING (N 49273.000 E 89800.000);

Thence N 90°00'00" E, 400.00 feet (N 49273.000 E 90200.000);

Thence S 00°00'00" E, 115.00 feet (N 49158.000 E 90200.000);

Thence S 90°00'00" W, 400.00 feet (N 49158.000 E 89800.000);

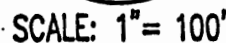
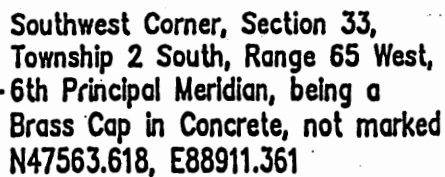
Thence N 00°00'00" W, 115.00 feet to the POINT OF BEGINNING, containing 46,000 square feet or 1.0560 acres, more or less.

The bearings used in the above description are based on the West line of the Southwest quarter of Section 33 as being S 00°21'59" E. Found a 1" pipe at the West quarter corner and found a brass cap in concrete, not marked at the Southwest corner of Section 33.

The basis of bearings and survey coordinate system values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA construction site, Survey office, 25701 East 88th Avenue, Commerce City, CO 80022.



EXHIBIT C-1 PAGE 2



Note: This does not represent a monumented land survey. It is intended only to depict the attached description.

John W. Brannon 11-9-93

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
DENVER INTERNATIONAL AIRPORT

FEDERAL EXPRESS.
BUILDING LEASE AREA

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS LANDSIDE LEASE AREAS

DATE: 18 OCTOBER 93 REV: 3 APRIL 97

Bearings used in this legal description are based on the West Line of the Southwest Quarter of Section 33, Township 2 South, Range 65 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado as being S 00°21'59" E. Found a Brass Cap in Concrete, not marked, at the Southwest corner and found a 3" Brass Cap in Westbound Pena Blvd., L.S. #14592, at the West Quarter Corner of said Section 33.

PARCEL NO. 1

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 47°21'24" E, 1120.96 feet to the POINT OF BEGINNING (N 49450.500, E 89719.000);

Thence N 90°00'00" E, 556.00 feet (N 49450.500, E 90275.000);

Thence N 00°00'00" W, 152.50 feet (N 49603.000, E 90275.000);

Thence N 90°00'00" E, 149.00 feet (N 49603.000, E 90424.000);

Thence S 00°00'00" E, 455.00 feet (N 49148.000, E 90424.000);

Thence S 90°00'00" W, 224.00 feet (N 49148.000, E 90200.000);

Thence N 00°00'00" W, 125.00 feet (N 49273.000, E 90200.000);

Thence S 90°00'00" W, 400.00 feet (N 49273.000, E 89800.000);

Thence S 00°00'00" E, 125.00 feet (N 49148.000, E 89800.000);

Thence S 90°00'00" W, 81.00 feet (N 49148.000, E 89719.000);

Thence N 00°00'00" W, 302.50 feet to the POINT OF BEGINNING, containing 185,895 square feet or 4.2696 acres, more or less.

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS LANDSIDE LEASE AREAS
(cont'd)

PARCEL NO. 2

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 13°03'23" E, 797.50 feet to the POINT OF BEGINNING (N 49433.000, E 89074.600);

Thence N 90°00'00" E, 294.40 feet (N 49433.000, E 89369.000);

Thence N 00°00'00" W, 17.50 feet (N 49450.500, E 89369.000);

Thence N 90°00'00" E, 45.50 feet (N 49450.500, E 89414.500);

Thence S 00°00'00" E, 22.80 feet (N 49427.700, E 89414.500);

Thence N 90°00'00" E, 21.00 feet (N 49427.700, E 89435.500);

Thence N 00°00'00" W, 22.80 feet (N 49450.500, E 89435.500);

Thence N 90°00'00" E, 283.50 feet (N 49450.500, E 89719.000);

Thence S 00°00'00" E, 302.50 feet (N 49148.000, E 89719.000);

Thence S 90°00'00" W, 644.40 feet (N 49148.000, E 89074.600);

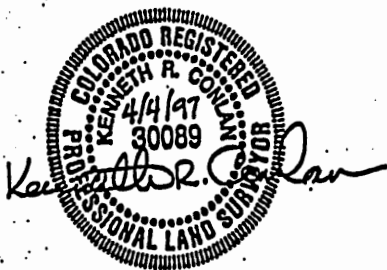
Thence N 00°00'00" W, 285.00 feet to the POINT OF BEGINNING, containing 189,300 square feet or 4.3457 acres, more or less.

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS LANDSIDE LEASE AREAS
(cont'd)

The basis of bearings and survey coordinate system values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA Engineering Section, Survey office, 7141-Powhaton Rd., Denver, CO. 80249.

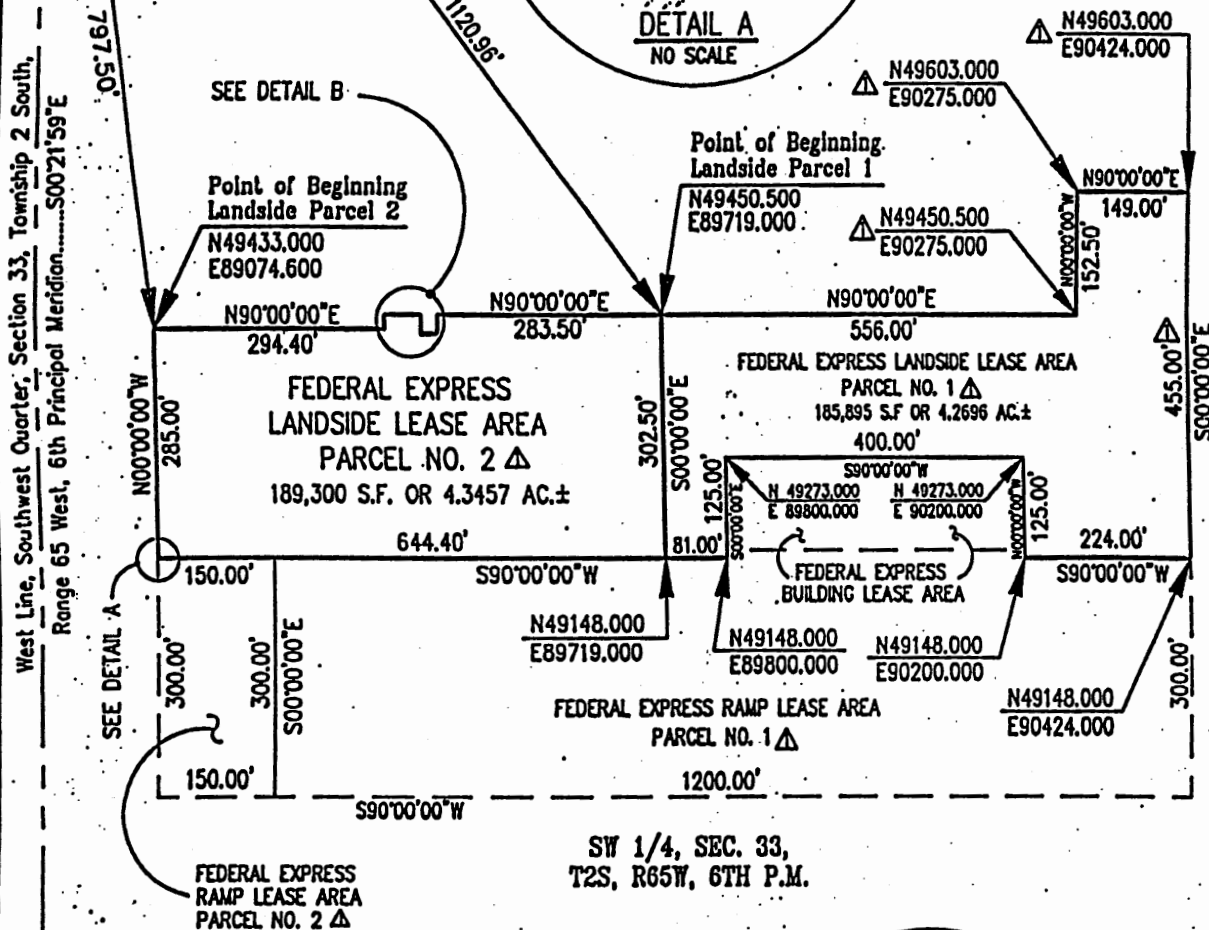
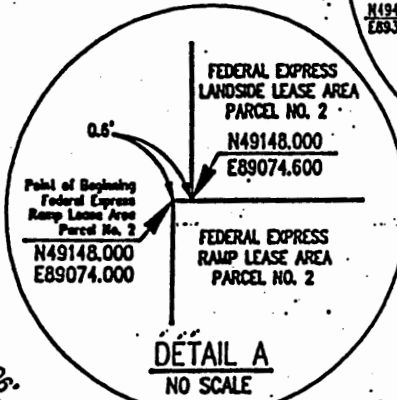
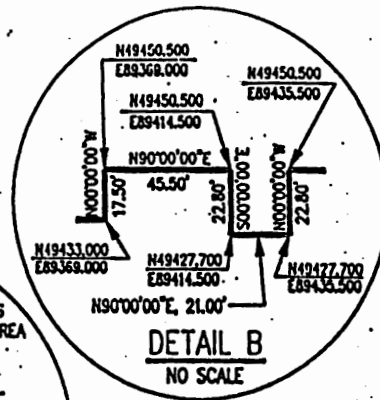
This legal description was prepared by Kenneth Conlan for the Denver International Airport Engineering Section, 8500-Pena Blvd., Denver, Colorado 80249.

I hereby certify that this
legal description was prepared
under my direct supervision.
Kenneth R. Conlan



Approved by: *Michael H. Steffens* 4/4/97
Michael H. Steffens, P.E. Date
Manager of Construction

POINT OF COMMENCEMENT
West Quarter Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a 3" Δ
Brass Cap in Westbound Pena Blvd.,
L.S. #14592, N50209.879, E88894.437 Δ



Southwest Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a
Brass Cap in Concrete, not marked
N47563.618, E88911.361



SCALE: 1" = 200'

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.

The Basis of Bearings and Survey Coordinate System values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA Engineering Section, Survey Office, 7141-Powhatan Rd., Denver, Co. 80249

NO.	DATE	NAME
1	4/14/92	Michael H. Steffens P.E.

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT

FEDERAL EXPRESS
LANDSIDE LEASE AREAS
PARCELS NO. 1 & 2
EXHIBIT C-2

Michael H. Steffens P.E.

4/14/92
Date

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS RAMP AREA

DATE: : 27 OCT 93 REV: 21 FEB 97 REV: 3 APRIL 97 REV: 28 DEC 98

Bearings used in this legal description are based on the West Line of the Southwest Quarter of Section 33, Township 2 South, Range 65 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado as being S 00°21'59" E. Found a Brass Cap in Concrete, not marked, at the Southwest corner and found a 3" Brass Cap in Westbound Pena Blvd., L.S. #14592, at the West Quarter Corner of said Section 33.

PARCEL A

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 17°14'32"E, 1111.85 feet to the POINT OF BEGINNING (N 49148.000, E 89224.000);

Thence N 90°00'00" E, 576.00 feet (N 49148.000, E 89800.000);

Thence N 00°00'00" W, 10.00 feet (N 49158.000, E 89800.000);

Thence N 90°00'00" E, 400.00 feet (N 49158.000, E 90200.000);

Thence S 00°00'00" E, 10.00 feet (N 49148.000, E 90200.000);

Thence N 90°00'00" E, 224.00 feet (N 49148.000, E 90424.000);

Thence S 00°00'00" E, 300.00 feet (N 48848.000, E 90424.000);

Thence S 90°00'00" W, 1200.00 feet (N 48848.000, E 89224.000);

Thence N 00°00'00" W, 300.00 feet to the POINT OF BEGINNING, containing 364,000 square feet or 8.3563 acres, more or less.

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS RAMP AREA (cont'd)

TOGETHER WITH

PARCEL B

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 17°14'32" E, 1111.85 feet to the POINT OF BEGINNING (N 49148.000, E 89224.000);

Thence S 00°00'00" E, 300.00 feet (N 48848.000, E 89224.000);

Thence S 90°00'00" W, 150.00 feet (N 48848.000, E 89074.000);

Thence N 00°00'00" W, 300.00 feet (N 49148.000, E 89074.000);

Thence N 90°00'00" E, 150.00 feet to the POINT OF BEGINNING, containing 45,000 square feet or 1.0331 acres, more or less.

TOGETHER WITH

PARCEL C

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the Southwest corner of said Section 33 (N 47563.618, E 88911.361);

Thence N 53°43'59" E, 1233.01 feet to the POINT OF BEGINNING (N 48293.000, E 89905.500);

Thence N 00°00'00" W, 226.00 feet (N 48519.000, E 89905.500);

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS RAMP AREA (cont'd)

PARCEL C (cont'd)

Thence N 90°00'00" E, 265.40 feet to a point of curve (N 48519.000, E 90170.899);

Thence along said curve to the right, having a radius of 365.00 feet, a central angle of 19°37'36", a distance of 125.03 feet (N 48497.794, E 90293.500)

Thence S 00°00'00" E, 204.79 feet (N 48293.000, E 90293.500);

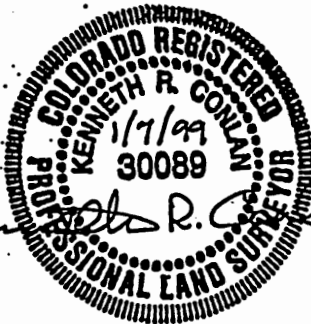
Thence S 90°00'00" W, 388.00 feet to the **POINT OF BEGINNING**, containing 86,832 square feet or 1.9934 acres, more or less.

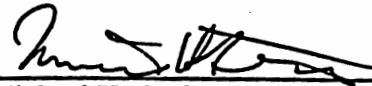
The basis of bearings and survey coordinate system values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA Engineering Section, Survey office, 7141-Powhaton Rd., Denver, CO. 80249.

This legal description was prepared by William Armbruster for the Denver International Airport Engineering Section, 8500-Pena Blvd., Denver, Colorado 80249.

I hereby certify that this
legal description was prepared
under my direct supervision.

Kenneth R. Conlan



Approved by:  Michael H. Steffens, P.E.
Manager of Construction

Date 1/7/99

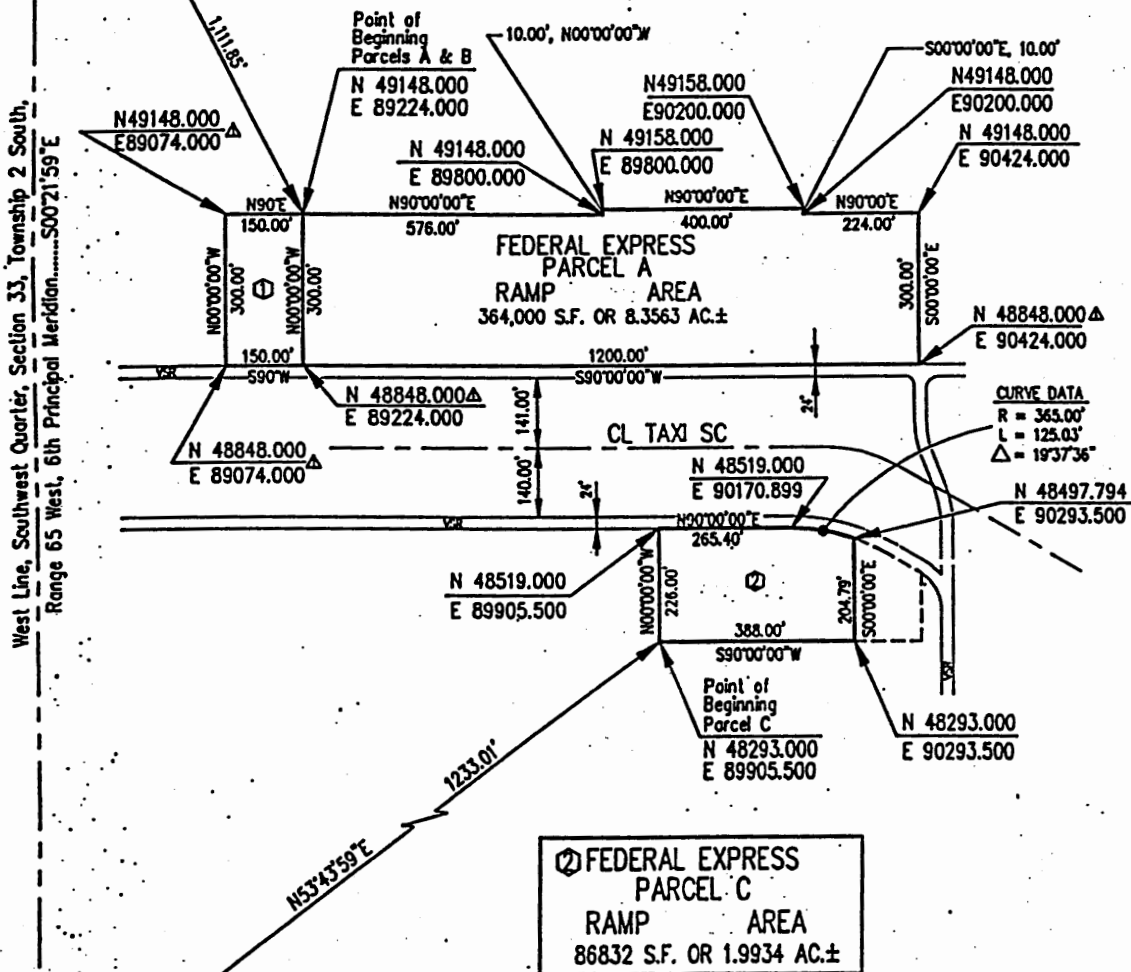
Point of Commencement, Parcels A&B,
West Quarter Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a 3" Brass
Cap in Westbound Pena Blvd.
L.S. #14592... N50209.879, E88894.437

EXHIBIT C-3 PAGE 4



SCALE: 1" = 300'

① FEDERAL EXPRESS
PARCEL B
RAMP AREA
45,000 S.F. OR 1.0331 AC.±



Point of Commencement, Parcel C,
Southwest Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a
Brass Cap in Concrete, not marked
N47563.618, E88911.361

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.

The Basis of Bearings and Survey Coordinate System values
are taken from the Denver International Airport (DIA) grid
control map, which may be reviewed at the DIA Engineering
Section, Survey Office, 7141-Powhatan Rd., Denver, Co. 80249

NO.	DATE	NAME
1	8/20/01	RS

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT
FEDERAL EXPRESS

Attachment 4

**CITY CLERK
OFFICIAL COPY**

AC 2x021(3)

91-0929-003

THIRD AMENDATORY AGREEMENT

8th day of January, 2002, ~~2001~~ by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, for and on behalf of its Department of Aviation ("CITY"), Party of the First Part, and **FEDERAL EXPRESS CORPORATION**, 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, hereinafter referred to as the "LESSEE", Party of the Second Part.

WHEREAS, the City owns, operates and maintains a municipal airport known as Denver International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto, as hereinafter provided; and

WHEREAS, the Lessee is engaged in the business of transporting property, cargo and mail, or one or more thereof, by aircraft; and

WHEREAS, the parties entered into an Airport Use And Cargo Facilities Lease Agreement dated December 30, 1992, that was amended by agreement on June 19, 1996 and February 4, 2000 (collectively hereinafter, the "Existing Agreement") for the use and lease of certain premises and facilities at the Airport; and

WHEREAS, the parties desire to amend the Existing Agreement to provide for the design and construction of an air cargo handling facility, referred to herein as the "Air Cargo Building No. 2," to be constructed on Parcel A-2 of Exhibit C-1 attached hereto, together with related on-site improvements, as more particularly described in ATTACHMENT A and referred herein as the "Project," and that will be leased by the Lessee as provided herein; and

WHEREAS, the Lessee agrees as set forth herein to pay as a part of its rates and charges the costs relating to the design and construction of the Project to be constructed on Parcel 2 and used by the Lessee according to the terms of the Existing Agreement as amended; and

WHEREAS, the parties now desire to amend the Existing Agreement all as set forth herein;

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. Section 2.01, Demised Premises, of the Existing Agreement is hereby amended to add to the Demised Premises the new additional cargo facilities referred to herein as the "Air Cargo Building No. 2," as more particularly described in the attached Exhibit C-1, *Revised 22 Feb 01*, which shall be in addition to the Air Cargo Building currently leased by the Lessee under the

92-819-C

Existing Agreement. Further, such construction will necessitate a reconfiguration of other portions of the Demised Premises.

2. Exhibits C-1, C-2 and C-3 to the Existing Agreement will be replaced by the new exhibits attached hereto:

C-1 Revised 22 Feb 01
C-2 Revised 23 Feb 01
C-3 Revised 10 Jan 01

3. Section 2.01(B), Demised Premises, of the Existing Agreement is hereby amended as follows:

2.01 DEMISED PREMISES

(B) The Demised Premises shall consist of the following:

Ground Lease Site	917,657 square feet, more or less
Air Cargo Buildings (Building Lease Area, Exhibit C-1)	
Parcel A-1	46,000 square feet, more or less (exclusive use premises)
Parcel A-2	37,433 square feet, more or less (exclusive use premises)
Vehicle Parking (Landside Lease Area, Parcels Nos. 1 and 2, Exhibit C-2)	335,137 square feet, more or less (exclusive use premises)
Cargo Ramp Area (Ramp Area Parcels A, B & C, Exhibit C-3)	499,087 square feet, more or less (preferential use premises)

4. The Air Cargo Building No. 2 shall be considered as a Cargo Building for the purposes of identifying the permitted uses of the Air Cargo Building No. 2 under the terms of the Existing Agreement.

5. Section 2.03, Payment of Fixed and Variable Rates, Fees and Charges, of the Existing Agreement, is hereby amended to provide that the Lessee shall pay to the City the following additional estimated rental fees, rates and charges applicable to the use and lease of the Air Cargo Building No. 2. All other rental fees, rates and charges provided for by the Existing

Agreement are not affected by this amendment and shall be fully payable by the Lessee in accordance with the Existing Agreement.

The lessee shall pay to the City as the rental fee for the Air Cargo Building No. 2 (the "Building No. 2 Rent") all costs and expenses incurred by the City in the design, construction and financing of the Project, payable in equal monthly amounts determined by amortizing all such costs and expenses over an amortization period of 25 years.

Such costs and expenses include, but are not limited to the design, engineering and architectural fees associated with the design and construction oversight, costs of construction of the structure and systems, surrounding site improvements, change orders and claims, necessary surety bonds and insurance, construction and project management, including inspection, testing and quality assurance, and all related costs of necessary financing and issuance and costs of annual debt service. The costs of necessary financing and issuance and costs of annual debt service shall be those apportioned costs of prior financing attributable to the funds expended by the City for the Project and shall include, but not be limited to, a debt service reserve fund, capitalized interest, bond insurance premium, and such other customary costs of issuance.

Payment of the Building No. 2 Rent shall commence on the first day of the month 120 days following the issuance of a (Temporary) Certificate of Occupancy of the Air Cargo Building No. 2 (the "Commencement Date") and shall continue during each month of the Term of the Lease. The commencement of Building No. 2 Rent is anticipated to be approximately March 1, 2003, however, this date is not to be considered any representation that the Air Cargo Building No. 2 may be delayed or completed sooner.

6. The City shall provide to the Lessee an accounting of the costs and expenses of the Project to be used to calculate the Building No. 2 Rent to be paid by Lessee within ninety (90) days following issuance of the (Temporary) Certificate of Occupancy.

7. The parties recognize that City intends to utilize The Denver Municipal Airport System General Obligation and Revenue funds for design and construction of the proposed air cargo facilities. The improvements shall be property of the Denver Municipal Airport System and be designed and constructed in accordance with City requirements to permit maximum ability for the City to lease the facilities to air cargo operators.

8. The City agrees to enter into a design contract for the design of the Project. The anticipated cost of design is \$563,263.00. The design fee may increase or decrease as may be determined necessary in the event the scope of the project is revised as may be agreed upon by the parties hereto.

9. The City agrees to utilize the completed design to competitively bid the construction of the Project in accordance with the City Charter, ordinances, and policies and procedures. The City shall award the construction contract to the lowest, qualified bidder in accordance with the City's Charter. It is anticipated the Notice to Proceed with the construction will be issued prior to or during the first quarter of 2002.

10. In the event that the lowest, qualified bidder's bid exceeds the total amount of \$6,300,000.00, the City shall seek the concurrence of the Lessee to the award of the construction contract. The Lessee shall have the option to either concur with the award of the construction contract, or terminate its obligations with respect to the Air Cargo Building No. 2. If the Lessee elects to terminate its obligations with respect to the Air Cargo Building No. 2 or fails to timely concur with the award, the City may reject all bids and the Lessee shall immediately pay to the City all of the City's costs and expenses incurred relating to the design of the Air Cargo Building No. 2 and surrounding site improvements.

11. Notwithstanding any provision to the contrary, during the design and construction phases, the Lessee may request, in writing, that the City modify the scope of the Project by the issuance of written change orders executed by the City under the terms of the construction contract. Approvals of any modifications are subject to the Manager of Aviation's sole discretion. All costs associated with any modifications shall be included in the total costs and expenses used to determine the Lessee's rental fee for the Air Cargo Building No. 2.

12. Notwithstanding any provision to the contrary, the Lessee agrees that all construction costs of the Project shall be included in the final costs and expenses to be amortized for payment by the Lessee. The construction costs shall include all costs paid to the construction contractor, including costs for change orders issued pursuant to the terms of the construction contract. The Lessee shall be responsible for any cost of termination in the event that the Lessee defaults in its obligations under the Existing Agreement.

13. The Project shall be constructed by the City under contract let by the Department of Aviation in accordance with the City's Charter, ordinances and Department of Aviation's policies and procedures.

14. The City may permit the Lessee to have access to the Air Cargo Building No. 2 facility prior to the Commencement Date to permit the Lessee to install its systems and tenant fixtures. The Lessee will be required to provide evidence of insurance for such work. The work performed by the Lessee or its contractors shall be subject to the terms of the Existing Agreement, and the work shall be coordinated with the City and its construction contractor so as to not interfere with the construction of the Project and the timely completion of the facilities and improvements, and otherwise pursuant to the terms of the construction contract

15. The Lessee agrees to permit the City's consultants and contractors full access to the Parcel 2 for all purposes related to the design and construction of the Project. The Lessee shall remain obligated to pay all rentals, fees, rates and charges for Parcel 2. The City and the Lessee shall coordinate the construction activities. The Lessee shall designate an on-site representative to meet regularly with the City's Project Manager to discuss the schedules and activities on site.

16. Section 5.01, Term of Lease, of the Existing Agreement, is hereby amended by deleting said section and replacing it with the following:

5.01 TERM OF LEASE

The term of this Lease shall commence on the Date of Beneficial Occupancy ("DBO") as defined in Exhibit A attached hereto and made a part hereof, of the Airport and shall terminate at 12:00 noon, M.S.T. on February 28, 2023, unless this Lease is earlier cancelled or terminated as hereinafter provided.

17. Except as otherwise modified or amended 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 herein.

18. This Third Amendatory Agreement is subject to and shall not be or become effective or binding upon the City and County of Denver until approved by the Denver City Council and fully executed by all the signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

DEPUTY CITY CLERK
By Rosemary E. Rodriguez
ROSEMARY E. RODRIGUEZ, Clerk
and Recorder, Ex-Officio Clerk of
the City and County of Denver



By Molly Smith
Mayor

RECOMMENDED AND
APPROVED:

By Bruce Bannerman
Manager of Aviation

APPROVED AS TO FORM:

J. WALLACE WORTHAM, JR.
Attorney for
the City and County of Denver

By John Weinstein
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

Deputy Auditor

By Frank D. Sneyer
Auditor
AC 2X6.21(3)

PARTY OF THE FIRST PART

ATTEST:

By G. B. J.
Title Assistant Secretary

FEDERAL EXPRESS CORPORATION

By Graham Smith
Title V.P. PROPERTIES AND FACILITIES

PARTY OF THE SECOND PART OT

Approved
Legal Department
JAD. 10/25/01

ATTACHMENT A

30% construction documents prepared by Betram Bruton and Associates, architects, for Denver International Airport, dated February 23, 2001. Including the following sheets:

A0000	COVER SHEET
A0010	SCHEDULE OF DRAWINGS
A0020	ABBREVIATIONS
A0030	LEASE PLAN
C1	CIVIL SITE DRAINAGE PLAN
C2	CIVIL SITE UTILITIES
A1010	SITE PLAN
A1050	SITE DETAILS
A2010	ADDITION FLOOR PLAN
A2030	ADDITION ROOF PLAN
A3010	ADDITION ELEVATIONS
A3030	BUILDING SECTIONS
A3040	WALL SECTIONS
A3041	WALL SECTIONS
A3042	WALL SECTIONS
A4010	ENLARGED FLOOR PLAN
A5010	INTERIOR ELEVATIONS
A6010	ADDITION REFLECTED CEILING PLAN
A8010	EXTERIOR DETAILS
A9010	ENLARGED DETAILS
S0001	STRUCTURAL PLANS
S2001	STRUCTURAL PLANS
S2002	STRUCTURAL PLANS
S3001	STRUCTURAL PLANS
S3002	STRUCTURAL PLANS
M0.1, M1.00	MECHANICAL PLANS
PO.1, P1.000, P1.00, P2010	PLUMBING PLANS
E0000, ED-010, E1000, E1010, E1020, E1030, E2000, E2010, E3000 and E4000	ELECTRICAL PLANS
L1000, L1050	LANDSCAPE PLANS

Along with the following specifications:

DESIGN DEVELOPMENT ANALYSIS REPORT. dated February 23, 2001.

**LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS BUILDING LEASE AREAS
A-1 & A-2**

DATE: 29 OCTOBER 93 REV: 10 JAN 01 REV: 22 FEB 01

Bearings used in this legal description are based on the West Line of the Southwest Quarter of Section 33, Township 2 South, Range 65 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado as being S 00°21'59" E. Found a Brass Cap in Concrete, not marked, at the Southwest corner and found a 3" Brass Cap in Westbound Pena Blvd., L.S. #14592, at the West Quarter Corner of said Section 33.

PARCEL A-1

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 44°01'34" E, 1302.99 feet to the **POINT OF BEGINNING** (N 49273.000, E 89800.000);

Thence N 90°00'00" E, 400.00 feet (N 49273.000, E 90200.000);

Thence S 00°00'00" E, 115.00 feet (N 49158.000, E 90200.000);

Thence S 90°00'00" W, 400.00 feet (N 49158.000, E 89800.000);

Thence N 00°00'00" W, 115.00 feet to the **POINT OF BEGINNING**, containing 46,000 square feet or 1.0560 acres, more or less.

TOGETHER WITH

PARCEL A-2

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 44°01'34" E, 1302.99 feet to the **POINT OF BEGINNING** (N 49273.000, E 89800.000);

Thence S 00°00'00" E, 115.00 feet (N 49158.000, E 89800.000);

**LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS BUILDING LEASE AREAS
A-1 & A-2 (cont'd)**

Thence S 90°00'00" W, 325.50 feet (N 49158.000, E 89474.500);

Thence N 00°00'00" W, 115.00 feet (N 49273.000, E 89474.500);

Thence N 90°00'00" E, 325.50 feet to the **POINT OF BEGINNING**, containing 37,432.50 square feet or 0.8593 acres, more or less.

The basis of bearings and survey coordinate system values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA Engineering Section, Survey office, 7121-Powhaton Rd., Denver, CO. 80249.

This legal description was prepared by William Armbruster for the Denver International Airport Engineering Section, 8500-Pena Blvd., Denver, Colorado 80249.

I hereby certify that this
legal description was prepared
under my direct supervision.

Kenneth R. Conlan



Approved by: Michael H. Steffens, P.E.
Manager of Construction

Date

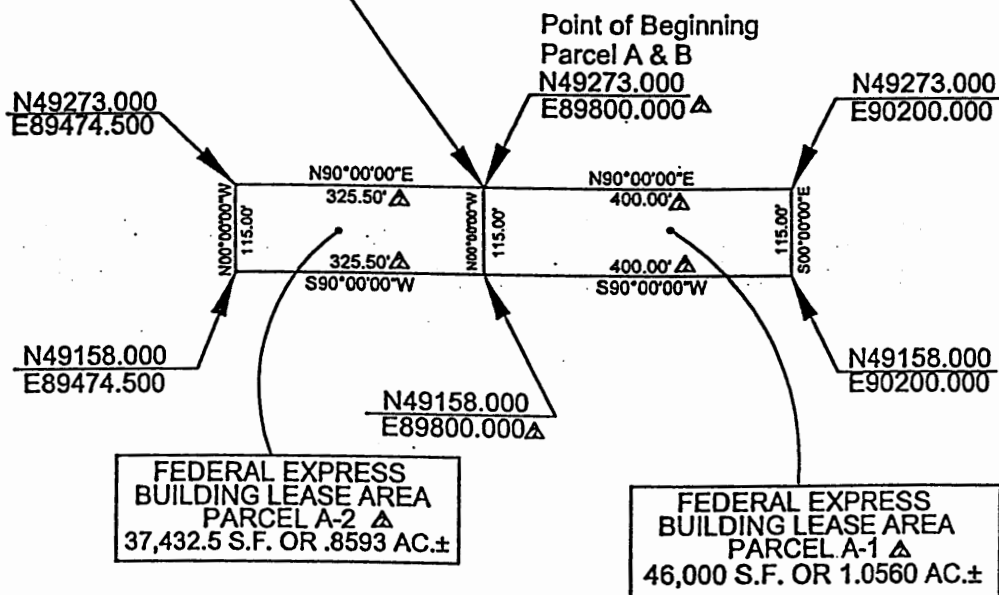
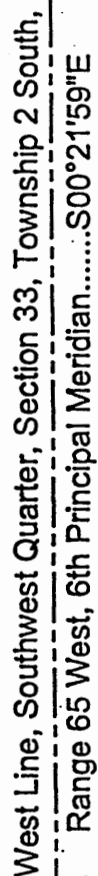
2/26/01

West Quarter Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a 3" Brass
Cap in Westbound Pena Blvd., L.S. #14592
N50209.879, E88894.437



SCALE: 1" = 200'

SW 1/4, SEC. 33
T2S, R65W, 6th P.M.



Southwest Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a
Brass Cap in Concrete, not marked
N47563.618, E88911.361

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.

The Basis of Bearings and Survey Coordinate System values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA Eng. Section, Survey Office, 7121-Powhatan Rd., Denver, Colorado 80249

[illegible]

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT**

**FEDERAL EXPRESS
BUILDING LEASE AREA
A-1 and A-2
EXHIBIT**

Michael H. Steffens, P.E. Date _____
Manager of Construction

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS LANDSIDE LEASE AREAS

DATE: 18 OCTOBER 93 REV: 3 APRIL 97 REV: 11 JAN 01 REV: 23 FEB 01

Bearings used in this legal description are based on the West Line of the Southwest Quarter of Section 33, Township 2 South, Range 65 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado as being S 00°21'59" E. Found a Brass Cap in Concrete, not marked, at the Southwest corner and found a 3" Brass Cap in Westbound Pena Blvd., L.S. #14592, at the West Quarter Corner of said Section 33.

PARCEL NO. 1

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 48°10'32" E, 1106.51 feet to the *POINT OF BEGINNING* (N 49472.000, E 89719.000);

Thence N 90°00'00" E, 501.00 feet (N 49472.000, E 90220.000);

Thence N 14°22'52" W, 80.52 feet (N 49550.000, E 90200.000);

Thence N 00°00'00" W, 10.00 feet (N 49560.000, E 90200.000);

Thence N 90°00'00" E, 224.00 feet (N 49560.000, E 90424.000);

Thence S 00°00'00" E, 412.00 feet (N 49148.000, E 90424.000);

Thence S 90°00'00" W, 224.00 feet (N 49148.000, E 90200.000);

Thence N 00°00'00" W, 125.00 feet (N 49273.000, E 90200.000);

Thence S 90°00'00" W, 481.00 feet (N 49273.000, E 89719.000);

Thence N 00°00'00" W, 199.00 feet to the *POINT OF BEGINNING*, containing 187,227 square feet or 4.2981 acres, more or less.

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS LANDSIDE LEASE AREAS
(cont'd)

TOGETHER WITH

PARCEL NO. 2

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 48°10'32" E, 1106.51 feet to the *POINT OF BEGINNING* (N 49472.000, E 89719.000);

Thence S 00°00'00" E, 199.00 feet (N 49273.000, E 89719.000);

Thence S 90°00'00" W, 244.50 feet (N 49273.000, E 89474.500);

Thence S 00°00'00" E, 125.00 feet (N 49148.000, E 89474.500);

Thence S 90°00'00" W, 326.50 feet (N 49148.000, E 89148.000);

Thence N 00°00'00" W, 255.00 feet (N 49403.000, E 89148.000);

Thence N 90°00'00" E, 235.00 feet (N 49403.000, E 89383.000);

Thence N 00°00'00" W, 70.00 feet (N 49473.000, E 89383.000);

Thence N 29°58'53" E, 90.05 feet (N 49551.000, E 89428.000);

Thence N 00°00'00" W, 29.00 feet (N 49580.000, E 89428.000);

Thence N 90°00'00" E, 73.00 feet (N 49580.000, E 89501.000);

Thence S 00°00'00" E, 108.00 feet (N 49472.000, E 89501.000);

Thence N 90°00'00" E, 218.00 feet to the *POINT OF BEGINNING*, containing 147,910 square feet or 3.3956 acres, more or less.

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS LANDSIDE LEASE AREAS
(cont'd)

The basis of bearings and survey coordinate system values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA Engineering Section, Survey office, 7121-Powhaton Rd., Denver, CO. 80249.

This legal description was prepared by William Ambruster for the Denver International Airport Engineering Section, 8500-Pena Blvd., Denver, Colorado 80249.

I hereby certify that this
legal description was prepared
under my direct supervision.
Kenneth R. Conlan

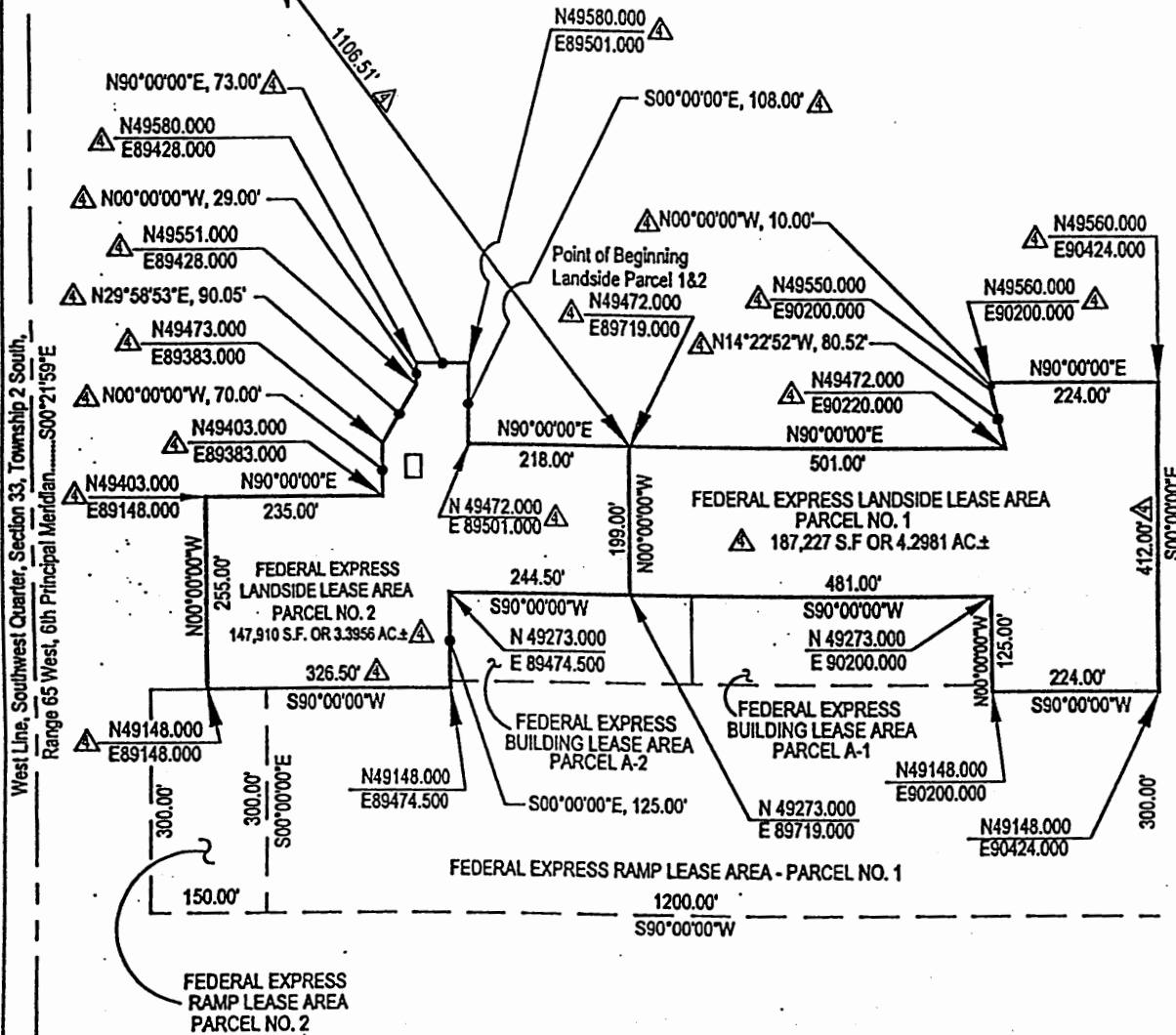


Approved by: Michael H. Steffens 2/26/01
Manager of Construction Date

POINT OF COMMENCEMENT
West Quarter Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a 3"
Brass Cap in Westbound Pena Blvd.,
L.S. #14592, N50209.879, E88894.437



SCALE: 1" = 200'



SW 1/4, SEC. 33,
T2S, R65W, 6TH P.M.

Southwest Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a
Brass Cap in Concrete, not marked
N47563.618, E88911.361

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.

The Basis of Bearings and Survey Coordinate System values
are taken from the Denver International Airport (DIA) grid
control map, which may be reviewed at the DIA Engineering
Section, Survey Office, 7121-Powhatan Rd., Denver, Co. 80249

NO.	DATE	NAME
1	8/20/07	W.A.
2	8/20/07	W.A.
3	8/20/07	W.A.
4	8/20/07	W.A.
5	8/20/07	W.A.
6	8/20/07	W.A.
7	8/20/07	W.A.
8	8/20/07	W.A.
9	8/20/07	W.A.
10	8/20/07	W.A.
11	8/20/07	W.A.
12	8/20/07	W.A.
13	8/20/07	W.A.
14	8/20/07	W.A.
15	8/20/07	W.A.
16	8/20/07	W.A.
17	8/20/07	W.A.
18	8/20/07	W.A.
19	8/20/07	W.A.
20	8/20/07	W.A.

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT

FEDERAL EXPRESS
LANDSIDE LEASE AREAS
PARCELS NO. 1 & 2
EXHIBIT

Michael H. Steffens, P.E.
Manager of Construction
Date 2/26/01

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS RAMP LEASE AREAS

DATE: 27 OCT 93 REV: 21 FEB 97 REV: 3 APRIL 97 REV: 28 DEC 98
REV: 10 JAN 01

Bearings used in this legal description are based on the West Line of the Southwest Quarter of Section 33, Township 2 South, Range 65 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado as being S 00°21'59" E. Found a Brass Cap in Concrete, not marked, at the Southwest corner and found a 3" Brass Cap in Westbound Pena Blvd., L.S. #14592, at the West quarter corner of said Section 33.

PARCEL A

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 17°14'32"E, 1111.85 feet to the **POINT OF BEGINNING** (N 49148.000, E 89224.000);

Thence N 90°00'00" E, 250.50 feet (N 49148.000, E 89474.500);

Thence N 00°00'00" W, 10.00 feet (N 49158.000, E 89474.500);

Thence N 90°00'00" E, 725.50 feet (N 49158.000, E 90200.000);

Thence S 00°00'00" E, 10.00 feet (N 49148.000, E 90200.000);

Thence N 90°00'00" E, 224.00 feet (N 49148.000, E 90424.000);

Thence S 00°00'00" E, 300.00 feet (N 48848.000, E 90424.000);

Thence S 90°00'00" W, 1200.00 feet (N 48848.000, E 89224.000);

Thence N 00°00'00" W, 300.00 feet to the **POINT OF BEGINNING**, containing 367,255 square feet or 8.4310 acres, more or less.

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS RAMP LEASE AREAS (cont'd)

TOGETHER WITH

PARCEL B

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33 (N 50209.879, E88894.437);

Thence S 17°14'32" E, 1111.85 feet to the POINT OF BEGINNING (N 49148.000, E 89224.000);

Thence S 00°00'00" E, 300.00 feet (N 48848.000, E 89224.000);

Thence S 90°00'00" W, 150.00 feet (N 48848.000, E 89074.000);

Thence N 00°00'00" W, 300.00 feet (N 49148.000, E 89074.000);

Thence N 90°00'00" E, 150.00 feet to the POINT OF BEGINNING, containing 45,000 square feet or 1.0331 acres, more or less.

TOGETHER WITH

PARCEL C

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the Southwest corner of said Section 33 (N 47563.618, E 88911.361);

Thence N 53°43'59" E, 1233.01 feet to the POINT OF BEGINNING (N 48293.000, E 89905.500);

Thence N 00°00'00" W, 226.00 feet (N 48519.000, E 89905.500);

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS RAMP LEASE AREAS (cont'd)

PARCEL C (cont'd)

Thence N 90°00'00" E, 265.40 feet to a point of curve (N 48519.000, E 90170.899);

Thence along said curve to the right, having a radius of 365.00 feet, a central angle of 19°37'36", a distance of 125.03 feet (N 48497.794, E 90293.500);

Thence S 00°00'00" E, 204.79 feet (N 48293.000, E 90293.500);

Thence S 90°00'00" W, 388.00 feet to the **POINT OF BEGINNING**, containing 86,832 square feet or 1.9934 acres, more or less.

The basis of bearings and survey coordinate system values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA Engineering Section, Survey office, 7121-Powhaton Rd., Denver, CO. 80249.

This legal description was prepared by William Armbruster for the Denver International Airport Engineering Section, 8500-Pena Blvd., Denver, Colorado 80249.

I hereby certify that this
legal description was prepared
under my direct supervision.

Kenneth R. Conlan



Approved by : Michael H. Steffens, P.E. Date 1/11/01
Manager of Construction

Exhibit C1 – C3

EXHIBIT C-1 PAGE 1

**LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS BUILDING LEASE AREAS
A-1 & A-2**

DATE: December 14, 2022

Bearings used in these legal descriptions are based on the West Line of the Southwest Quarter of Section 33, Township 2 South, Range 65 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado as being S 00°21'59" E. Found a Brass Cap in Concrete, not marked, at the Southwest corner and found a 3" Brass Cap in Westbound Pena Blvd., L.S. #14592, at the West Quarter Corner of said Section 33.

PARCEL A-1

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33;

Thence S 44°01'34" E, 1302.99 feet to the ***POINT OF BEGINNING***;

Thence N 90°00'00" E, 400.00 feet;

Thence S 00°00'00" E, 115.00 feet;

Thence S 90°00'00" W, 400.00 feet;

Thence N 00°00'00" W, 115.00 feet to the ***POINT OF BEGINNING***
containing 46,000 square feet or 1.0560 acres, more or less.

EXHIBIT C-1 PAGE 2

PARCEL A-2

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33;

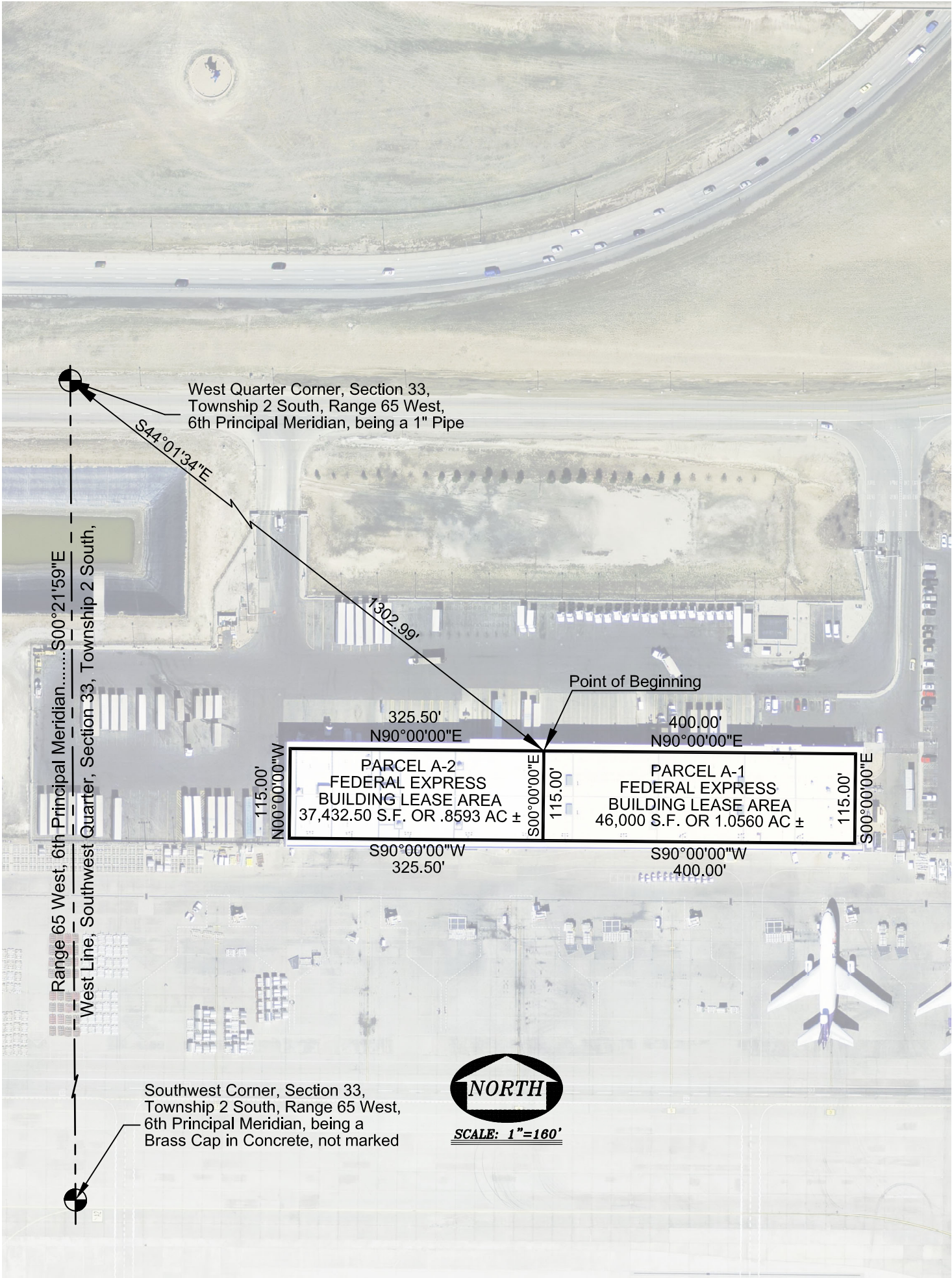
Thence S 44°01'34" E, 1302.99 feet to the ***POINT OF BEGINNING***;

Thence S 00°00'00" E, 115.00 feet;

Thence S 90°00'00" W, 325.50 feet;

Thence N 00°00'00" W, 115.00 feet;

Thence N 90°00'00" E, 325.50 feet to the ***POINT OF BEGINNING***
containing 37,432.50 square feet or 0.8593 acres, more or less.



The Basis of Bearings and Survey Coordinate System values are taken from the Denver International Airport (DIA) grid control map, which may be reviewed at the DIA Eng. Section, Survey Office, 7121-Powhaton Rd., Denver, Colorado 80249

Note: This does not represent a monumented land survey. It is intended only to depict the attached description.

NO. DATE NAME			CITY AND COUNTY OF DENVER			
			DEPARTMENT OF AVIATION			
			DENVER INTERNATIONAL AIRPORT			
			FEDERAL EXPRESS			
			PARCEL A-1, A-2			
			BUILDING LEASE AREA			
			EXHIBIT			
REVISED	DATE	SCALE	DRAWN BY	SHEET NO.	DRAWING NO.	
	12/14/22	1"= 160'	KEC KEC CAB	1 OF 1 SHEETS	S:\VMS\LEASES\SC FEDERBLDG2	

EXHIBIT C-2 PAGE 1

TOGETHER WITH

PARCEL NO. 2

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33;

Thence S 48°10'32" E, 1106.51 feet to the ***POINT OF BEGINNING***;

Thence S 00°00'00" E, 199.00 feet;

Thence S 90°00'00" W, 244.50 feet;

Thence S 00°00'00" E, 125.00 feet;

Thence S 90°00'00" W, 326.50 feet;

Thence N 00°00'00" W, 255.00 feet;

Thence N 90°00'00" E, 235.00 feet;

Thence N 00°00'00" W, 70.00 feet;

Thence N 29°58'53" E, 90.05 feet;

Thence N 00°00'00" W, 29.00 feet;

Thence N 90°00'00" E, 73.00 feet;

Thence S 00°00'00" E, 108.00 feet;

Thence N 90°00'00" E, 218.00 feet to the ***POINT OF BEGINNING***

containing 147,910 square feet or 3.3956 acres, more or less.

EXHIBIT C-2 PAGE 2

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS LANDSIDE LEASE AREAS

DATE: December 15, 2022

Bearings used in these legal descriptions are based on the West Line of the Southwest Quarter of Section 33, Township 2 South, Range 65 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado as being S 00°21'59" E. Found a Brass Cap in Concrete, not marked, at the Southwest corner and found a 3" Brass Cap in Westbound Pena Blvd., L.S. #14592, at the West Quarter Corner of said Section 33.

PARCEL NO. 1

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33;

Thence S 48°10'32" E, 1106.51 feet to the **POINT OF BEGINNING**;

Thence N 90°00'00" E, 501.00 feet;

Thence N 14°22'52" W, 80.52 feet;

Thence N 00°00'00" W, 10.00 feet;

Thence N 90°00'00" E, 224.00 feet;

Thence S 00°00'00" E, 412.00 feet;

Thence S 90°00'00" W, 224.00 feet;

Thence N 00°00'00" W, 125.00 feet;

Thence S 90°00'00" W, 481.00 feet;

Thence N 00°00'00" W, 199.00 feet to the **POINT OF BEGINNING**

containing 187,227 square feet or 4.2981 acres, more or less.

REVISED	DATE 12/15/22	SCALE 1"= 200'	DRAWN BY <u>KEC</u> DESIGN BY <u>KEC</u> CHECKED BY <u>CAB</u>	SHEET NO. <u>1</u> OF <u>1</u> SHEETS	DRAWING NO.
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EXHIBIT C-3 PAGE 1

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS RAMP LEASE AREAS

Bearings used in this legal description are based on the West Line of the Southwest Quarter of Section 33, Township 2 South, Range 65 West, of the 6th Principal Meridian, City and County of Denver, State of Colorado as being S 00°21'59" E. Found a Brass Cap in Concrete, not marked, at the Southwest corner and found a 3" Brass Cap in Westbound Pena Blvd., L.S. #14592, at the West quarter corner of said Section 33.

PARCEL A

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33;

Thence S 17°14'32"E, 1111.85 feet to the **POINT OF BEGINNING**;

Thence N 90°00'00" E, 250.50 feet;

Thence N 00°00'00" W, 10.00 feet;

Thence N 90°00'00" E, 725.50 feet;

Thence S 00°00'00" E, 10.00 feet;

Thence N 90°00'00" E, 224.00 feet;

Thence S 00°00'00" E, 300.00 feet;

Thence S 90°00'00" W, 1200.00 feet;

Thence N 00°00'00" W, 300.00 feet to the **POINT OF BEGINNING**, containing 367,255 square feet or 8.4310 acres, more or less.

EXHIBIT C-3 PAGE 2

LEGAL DESCRIPTION FOR THE FEDERAL EXPRESS RAMP LEASE AREAS (cont'd)

PARCEL B

A parcel of land located in the Southwest one quarter of said Section 33, being more particularly described as follows:

Commencing at the West quarter corner of said Section 33;

Thence S 17°14'32" E, 1111.85 feet to the **POINT OF BEGINNING**;

Thence S 00°00'00" E, 300.00 feet;

Thence S 90°00'00" W, 150.00 feet;

Thence N 00°00'00" W, 300.00 feet;

Thence N 90°00'00" E, 150.00 feet to the **POINT OF BEGINNING**, containing 45,000 square feet or 1.0331 acres, more or less.

Point of Commencement, Parcels A&B,
West Quarter Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a 3" Brass
Cap in westbound Pena Blvd.
L.S. #14592.



SCALE: 1" = 300'

**① FEDERAL EXPRESS
PARCEL B
RAMP LEASE AREA
45,000 S.F. OR 1.0331 AC.±**

Point of Beginning
Parcels A & B

-10.00', N00°00'00"W

N90°00'00"E

—S00°00'00"E, 10.00'

N90°00'E

**FEDERAL EXPRESS
PARCEL A
RAMP LEASE AREA
367,255 S.F. OR 8.4310 AC.±**

1200.00'

CL TAXI SC

Southwest Corner, Section 33,
Township 2 South, Range 65 West,
6th Principal Meridian, being a
Brass Cap in Concrete, not marked.

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.

[illegible]

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT

**FEDEX EXPRESS
RAMP LEASE AREAS
PARCELS A & B**

REVIEWED	DATE 01/17/23	SCALE 1" = 300'	DRAWN BY <u>KEC</u> DESIGN BY <u>KEC</u> CHECKED BY <u>CAB</u>	SHEET NO. <u>1</u> OF <u>1</u> SHEETS	DRAWING NO.
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EXHIBIT C-4, Page 1

LEGAL DESCRIPTION FOR FEDEX RAMP LEASE AREA

A parcel of land situated in the Southwest Quarter of Section 33, 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 west line of said Section 33, which bears North 00°09'43" East, a distance of 2646.26 feet, monuments as shown.

Commencing at the Southwest corner of said Section 33;

Thence North 00°09'43" East along the west line of said Section 33, a distance of 729.34 feet to a point 193 feet north of and parallel with the centerline of Taxiway Alpha (A);

Thence South 89°28'24" East along said parallel line, a distance of 826.71 feet to a point 659.40 feet east of and parallel with the centerline of Taxiway Alpha-2 (A2), also being the Point of Beginning;

Thence North 00°33'17" East along said parallel line, a distance of 226.02 feet to a point 164 feet south of and parallel with the centerline of Taxiway Sierra-Charlie (SC);

Thence South 89°28'24" East along said parallel line, a distance of 394.20 feet to a point 1053.60 feet east of and parallel with said centerline of Taxiway A2;

Thence South 00°33'17" West along said parallel line, a distance of 226.02 feet to a point 193 feet north of and parallel with the centerline of Taxiway A;

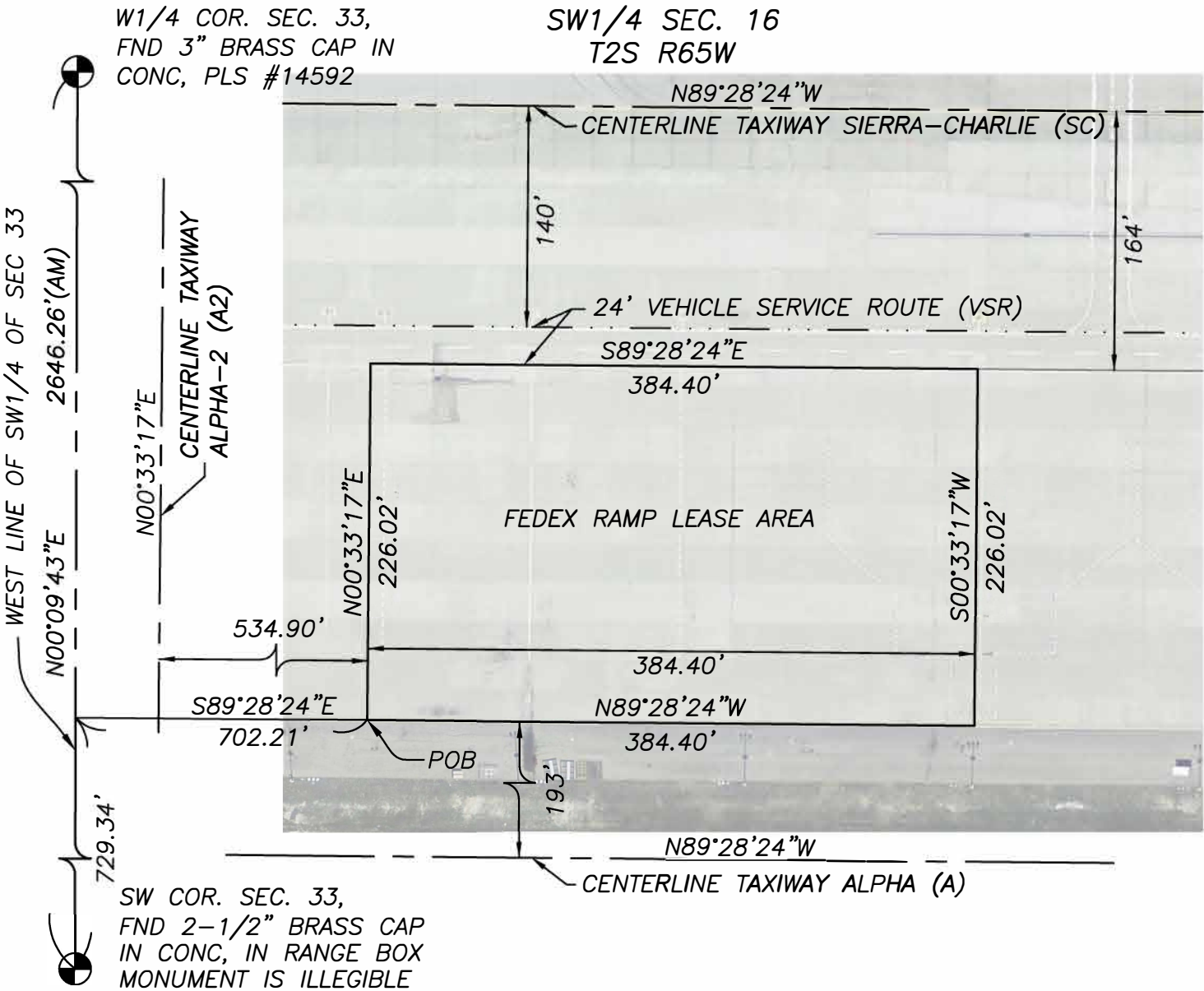
Thence North 89°28'24" West along said parallel line, a distance of 394.20 feet to the Point of Beginning.

Said Lease contains 89,097 square feet or 2.04539 acres.

See Exhibit C-3, Page 2

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

SCALE
1"= 100'



FEDEX RAMP LEASE AREA:
89,097 SQ FT OR 2.04539 ACRES

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.


		CITY AND COUNTY OF DENVER DEPARTMENT OF AVIATION DENVER INTERNATIONAL AIRPORT			
REVISED		FEDEX RAMP LEASE AREA SITUATED IN SW1/4 SEC 33, TOWNSHIP 2 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF DENVER, STATE OF COLORADO.			
NO.	DATE				
REQUESTED BY: SUSAN E MOORE		DATE 10/01/22	SCALE 1"=100'	DRAWN BY: <u>KEC</u> FIELD BY: <u>KEC</u> CHECKED BY: <u>CAB</u>	SHEET NO. <u>1</u> OF <u>1</u> SHEETS
		DRAWING NO. FEDEX			

Exhibit H

Exhibit H

SOW VERIFICATION MATRIX FOR FEE PROPOSAL
DEN - Fed Ex Facility Building Repairs

January 12, 2023
RS&H

REPORT No.	LOCATION No.	REPORT ITEM	DESCRIPTION	LOCATION	RECOMMENDATIONS FROM REPORT	ESTIMATED COST	ALTERNATE OPTIONS FROM REPORT	ESTIMATED COST	UPDATED PROPOSED SCOPE FOLLOWING SITE VISIT January 11, 2023	ESTIMATED COST
3.2.1 /3.2.1.1	C.1	Public Paving and Parking	Storm water draining toward building and ADA parking and ramp do not meet code	Northeast Corner of Building	1. Remove concrete walk and trench drain at front entrance. Regrade to slope away from building. Install new concrete walk. 2. Mill asphalt at ADA parking. Install new asphalt to meet ADA slope requirements. 3. Grind down asphalt at handicap ramp, NE of building to meet ADA transition requirements	\$75,000	None		Did not view at site walk. Continue with recommendation.	\$75,000
3.2.2.1	C.2	Paving at Northside of Building	Asphalt paving failure	North of building including entry drives	1. Remove asphalt paving and sub-grade. 2. Compact sub-grade. 3. Install new 7.5" sub-base. 4. Install new 11" asphalt paving. 5. 20 to 30 year lifespan. 6. Phasing Option: First, replace north parking zone, north 30' of drive and half of entrance lanes. Second, replace other half of entrance lanes. Third, replace sections of south 30' of drive.	\$1,000,000	1. Mill asphalt. 2. Install reinforcing mesh. 3. Overlay with new asphalt paving. 4. Install in sections during slow times to maintain Fed Ex operations. 5. This is a temporary fix (8 to 10 year lifespan)	\$600,000	Go with alternate option to mill and overlay. Need to develop construction phasing plan with Fed Ex. Need to verify with DEN about the long term plans for the facility for Fed Ex long term lease. Current lease is only for 5 years, starting Feb 2023. Proceed with recommendation from report to remove and replace asphalt paving.	\$600,000
3.2.2.2	C.3	Loading Dock Paving	Concrete paving failure	North side of building	1. Remove damaged concrete paving at 3 locations along dock doors. 2. Compact subgrade. 3. Install new 9" reinforced concrete paving. 4. Sections will need to be phased to maintain Fed Ex operation. 5. See Item 4.2.4 (S.7, S.8, S.9) for associated work to replace retaining walls.	\$314,000	1. Seal cracks in concrete paving at 3 locations along dock doors. 2. This is a temporary fix (Will need to be repeated every 2 years)	\$10,000	Continue with recommendation. Need to develop construction phasing plan with Fed Ex.	\$314,000
3.2.2.3	C.4	Paving at Westside of Building	Asphalt cracking	West of building	1. Mill asphalt. 2. Install reinforcing mesh. 3. Overlay with new asphalt paving. 4. Will require temporary storage location for trailers, potentially off site.	\$450,000	None		Continue with recommendation. Need to develop construction phasing plan with Fed Ex.	\$450,000
	C.5	New Item from Site Walk - Replace Existing Exterior Concrete Stair	Concrete slab heaving/settling	North side of building. At "patio" west of the public entry			Main concern with the locker rooms is that the plumbing is not working. Note that even with this proposal, temporary facilities will still be required. Please also proceed with a full renovation of the locker rooms as noted in the recommendation from the report. This will include upgrades to finishes, fixtures, etc. and not just new floor tile and base.		1. DEN and Fed Ex identified a new issue that needed to be corrected. Existing stair was unsafe due to heaving/settling concrete paving. 2. Remove railing. 3. Install new prefabricated stair/railing over existing concrete stair. 4. Grind down concrete at top landing.	\$15,000
4.2.1	S.1	Slab-On-Grade	Concrete slab heaving/settling	Locker Rooms	1. Provide mobile/temporary locker rooms. 2. Demo locker room, slab and subgrade. 3. Replace leaking pipes. 4. Install new concrete slab over void form supported by new piers. 5. Install new locker rooms. 6. Decommission mobile/temporary locker rooms. 7. Does not include CMU walls associated with Item 4.2.2 (S.5).	\$780,000	None		Updated proposal. Fix sanitary sewer lines throughout the facility so they are operational and sealed, some may need replacement (See new Item P.4 below). Item S.1 to be reduced to the following: 1. Remove floor tile and base in the restroom area of the Men's restroom area. 2. Float floor to meet code and slopes to floor drain. 3. Install new floor tile and base. 4. In other areas patch and repair cracks in tile floors/walls and gypsum board walls.	\$100,000
	S.2	Slab-On-Grade	Concrete slab heaving/settling	Package Devliery Area, 20' south of north wall between grids 6-14	Fed Ex unable to stop work in this area for required repairs.		None		No work at this time. Confirmed.	
	S.3	Slab-On-Grade	Concrete slab heaving/settling	Office Area, north of south wall between grids 5-10	1. Provide mobile/temporary offices. 2. Demo office area, windows, slab and subgrade. 3. Install new concrete slab over void form supported by new piers. 4. Install new office area and windows. 5. Decommission mobile/temporary offices. 6. Will verify that window replacement is included in the cost. 7. Does not include CMU walls associated with Item 4.2.2 (S.5).	\$850,000	1. Repair ceilings, walls, window jambs. 2. Include control/expansion joint products to prevent damage on replaced finishes in case further building movement persists.	\$85,000	Go with alternate option for cosmetic fixes. Include replacement of broken windows. Future problems of floor settling/heaving should be mitigated by fixing the water problems (New Item P.1 and by fixing roof leaks Item R.1). Confirmed.	\$100,000
	S.4	Slab-On-Grade	Concrete slab failure	South face of building, between grids 3-10:	1. Cut bottom of exterior metal panel. 2. Grind down concrete paving.	\$10,000	None		Modify recommendation. Only cut bottom of exterior metal panel, seal bottom edge of panel and exposed wall. Grinding down the exterior paving can be isolated to exterior door locations if needed.	\$10,000
4.2.2	S.5	Slab-On-Grade/CMU Wall	Concrete slab heaving/settling causing CMU cracking	CMU Walls, on grids 6 and 8	1. Further investigation is needed to determine if CMU walls can be repaired or replaced. 2. Evaluation cost includes site observation, structural analysis and design. 3. Cost for repairs or replacement TBD.	\$18,000	None		Continue with recommendation. Design fee would be around \$18,000. Construction Cost would be TBD.	TBD
4.2.3	S.6	X-Brace	Brace is sagging, not in tension	South Wall, between grids 15-16	Replace X-Brace.	\$10,000	None		Continue with recommendation. This will require some additional structural investigation to confirm design.	\$10,000

REPORT No.	LOCATION No.	REPORT ITEM	DESCRIPTION	LOCATION	RECOMMENDATIONS FROM REPORT	ESTIMATED COST	ALTERNATE OPTIONS FROM REPORT	ESTIMATED COST	UPDATED PROPOSED SCOPE FOLLOWING SITE VISIT January 11, 2023	ESTIMATED COST
4.2.4	S.7, S.8, S.9	Retaining Walls	Walls are deflecting laterally	North side of building	1. Replace 3 concrete retaining walls along ramps. 2. Work will have to be phased to maintain Fed Ex operations. 3. See Items 3.2.2.2 (C.3) and 5.2.3 for associated work.	\$150,000	1. Clean weep holes by DEN or Fed Ex operations. 2. Ongoing monitoring to see if conditions worsen.	\$0	Updated proposal. Replace west retaining wall only. Utilize alternate option at the middle and east retaining walls. Proceed with recommendation from report to replace all three concrete retaining walls.	\$50,000
	P.1	New Item from Site Walk - Underslab Sewer Lines (Sanitary and Storm)	Failed systems are backing up and adding moisture underslab causing slab to heave/settle	Facility wide	1. Provide mobile/temporary locker rooms. 2. Demo locker room, slab and subgrade. 3. Replace leaking pipes. 4. Install new concrete slab over void form supported by new piers. 5. Install new locker rooms. 6. Decommission mobile/temporary locker rooms. 7. Does not include CMU walls associated with Item 4.2.2 (S.5).		None		New proposal. Fix sanitary sewer lines throughout the facility so they are operational and sealed, some may need replacement (See Item AI.4 below). Remove floor tile and base in the restroom area of the Men's restroom area, float floor, and install new floor tile and base. In other areas patch and repair cracks in tile floors/walls and gypsum board walls.	\$400,000
5.2.1	AR.1	Roof	Roof gutter system is filled with sediment	North and south side of building	1. Clean dirt and debris from gutter. 2. Clean dirt and debris from drain system.	\$25,000	None		Continue with recommendation. There was some mention at the site walk that this scope had already been performed by DEN? Need verification from DEN. Continue with recommendation.	\$25,000
	AR.2	Roof	Metal roof panels at original building roof showing wear	East half of building	1. Clean roof surface. 2. Small repairs and joint sealing. 3. Install roof sealant membrane over roof, silicone overlay	\$300,000	None		Continue with recommendation. Work may require removal/re-installation of systems on roof (i.e. lighting protection)	\$320,000
	AR.3	Roof	Metal parapet base Trim has settled and is sloping in wrong direction	North side of building, west area	1. Replace metal trim. 2. Provide positive drainage away from parapet (225 lf)	\$40,000	None		Continue with recommendation.	\$40,000
	AR.4	New Item from Site Walk - Additional Roof Leaks	Openings in roof deck causing water leaks in the warehouse.	West edge of building.					Patch holes in the west half of the building.	\$10,000
5.2.2.1	AW.1	South fascia paint peeling	Original building fascia panels are peeling paint	South face of building, east half	1. Remove the existing paint from metal fascia panels. 2. Clean and prep surfaces per manufacturer's instructions. 3. Repaint the metal panels. 4. Work will require extensive containment and scaffolding.	\$93,000	None		Continue with recommendation. Verify means and methods, can lifts be utilized for mobile flexibility in lieu of scaffolding.	\$93,000
5.2.2.2	AW.2	South soffit sagging	South soffit sagging	South face of building, between grids W3 and W7	1. Remove existing metal soffit and fascia panels including trim. 2. Repair or replace damaged framing. 3. Reinstall metal soffit and fascia panels including trim. Replace damaged panels and trim as necessary.	\$150,000	None		Continue with recommendation. Will need to remove some panels during design to verify required fix.	\$150,000
5.2.2.3	AW.3	South soffit staining	Fire suppression system leaks have caused staining of the exterior soffit panels	South face of building expansion, 75 lf adjacent to original building	1. Remove existing metal soffit panels. 2. Repair leaks in fire suppression system. 3. Install new metal soffit panels. 4. Estimated cost to replace metal panels is \$65,000. 5. Estimated cost to repair leaks TBD.	\$100,000	Paint stained soffit panels?		Continue with recommendation. Affected panels are rusted, will need to be replaced. Work may require additional investigation of soffit lighting to ensure they are operating properly.	\$110,000
5.2.3	AG.1, AG.2, AG.3	Retaining Wall Guardrails	Damaged	North side of building	Replace guardrails on concrete retaining walls at 3 locations. Estimated cost is an allowance.	\$22,000	None		Continue with recommendation.	\$22,000
Misc.	Allowance 1	Concrete Grinding in Doorways		Building wide	Identify locations both interior and exterior. Grind concrete slab as necessary to meet ADA transition requirements and eliminate tripping hazards.	\$5,000	None		Continue with recommendation.	\$5,000

Estimated Cost Total **\$4,392,000**

Estimated Cost Total **\$2,773,000**
Delta **(\$1,619,000)**

Estimated Cost Sub-Total **\$2,899,000**
Delta **(\$1,493,000)**

No.	RECOMMENDATIONS FOR ADDITIONAL INVESTIGATIONS	UPDATED PROPOSED SCOPE FOLLOWING SITE VISIT January 11, 2023	ESTIMATED COST
AI.1	The Consultant observed areas on ceilings and walls that appear to be mold. The Consultant recommends that an Environmental Engineer or Industrial Hygienist be obtained to perform further investigations of these areas.	Add to scope. Provide allowance.	\$10,000
AI.2	Retaining walls at loading docks that are not replaced should be regularly monitored for further deterioration and be re-evaluated by a structural engineer to determine the need for replacement.	Future monitoring of the middle and east walls will be required. See items S.7, S.8 and S.9	
AI.3	Hydrant and fire department connection (FDC) behind fence at FedEx Building and access by the fire department is impeded. Assessment needs to be performed.	Add to scope, provide clear open path for the FDC	\$25,000
AI.4	The Blair Facility and Maintenance scoping work found a deteriorated/collapsed sanitary line at the north side of the facility. This line was found to be completely blocked during this assessment, and is assumed that it was abandoned, perhaps when the expansion building was built. It is possible that roof drains were previously tied to this line. It is assumed here that water infiltration into the soil is not a concern from this damaged pipe, but additional investigation should be performed to determine if it should be repaired. Reference Appendix for additional notes on this work.	Add to scope. Recommend fixing sanitary sewer lines throughout the facility so they are operational and sealed, some may need replacement. Major cause of slab settling and heaving. See new Item P.1	
AI.5	The interior CMU wall separating the office space and Sorting area along Gridline E3 does not represent a structural concern at this time, however, should be regularly monitored for any additional signs of distress/damage. Re Chap. 4.	See Item S.5	
AI.6	The personnel fire door in ground service equipment building (GSE) binds due to floor slab movement. An allowance has been included for additional floor grinding at doors and should be monitored and repaired as necessary to allow fire doors to	See Misc. Item.	
AI.7	Overhead doors must be monitored for proper function and repaired as necessary.	Future monitoring will be required	
AI.8	DEN, Nic Martin, 5/19/22 - please add investigation of fire line referenced in section 5.2.2.3 to further investigation list.	Repairs will be covered in AW.3	

Estimated Cost Total **\$2,934,000**
Delta **(\$1,458,000)**