2021 LEASE AMENDMENT

THIS 2021 LEASE AMENDMENT (the "2021 Lease Amendment"), is made and entered into as of the date stated on the signature page ("Effective Date"), by and between the City and County of Denver, a municipal corporation of the State of Colorado ("City"), and United Airlines, Inc., 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 ("United" or "Airline"):

WITNESSETH:

WHEREAS, the City owns the Denver International Airport (the "<u>Airport</u>");

WHEREAS, the City and United entered into an Airport Use and Facilities Lease Agreement dated January 7, 1992, as amended and supplemented by a Stipulated Order dated November 21, 2003, providing for the assumption of the lease as amended, pursuant to Section 365(a) of the Bankruptcy Code, and by the 2005, 2005-2, 2006, 2007, 2009, 2012, 2014, 2015, and 2020 lease Amendments (collectively, the "<u>Use and Lease Agreement</u>") with respect to certain facilities at Denver International Airport (the "<u>Airport</u>" or "<u>DEN</u>"); and

WHEREAS, the Parties seek to amend the Use and Lease Agreement as provided in this 2021 Lease Amendment to, among other matters, (a) properly identify all leased space currently leased by United from the City and memorialize United's lease thereof, (b) memorialize temporary use of certain space by United, (c) identify several planned changes that will occur in connection with the Great Hall redevelopment project, and the gate expansion projects in Concourse B, (d) memorialize United's lease from the City, on a preferential basis, of gates and other space in Concourse B, the Concourse A East Ground Load Facility and on an exclusive use basis of space in Concourse B for a United Club, (e) set forth United's rights and obligations with respect to the baggage system in Concourse B installed and exclusively used by United, (f) set forth the terms governing United's use of the common baggage system,(g) address Airline's operation of the B-West aircraft de-icing system, and (h) memorialize the parties' understanding regarding the affiliate airline designation process; and

WHEREAS, capitalized terms used, but not defined herein shall have the meaning given to such terms in the Use and Lease Agreement.

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

PART I - AMENDMENTS TO LEASE SPACE

1.01 UNITED'S DEMISED PREMISES.

- A. Existing **Exhibit** C is hereby deleted in its entirety and replaced with the new **Exhibit** C attached hereto.
- B. Existing **Exhibit D** is hereby deleted in its entirety and replaced with the new **Exhibit D** attached hereto.

- C. The premises described and delineated in the attached **Exhibits C and D** are collectively referred to as the "<u>Demised Premises</u>."
- D. Gate B-19 is hereby added to the Airline's Demised Premises as part of Airline's Preferential Use Premises as depicted in Exhibits C and D.
- E. Concourse B building East Gates.
 - 1. Airline is currently leasing and operating at Gates B81, B83, B85, B87, B89, and B91 on the north side of the area commonly known as the B-East South Finger, as depicted in **Exhibit C-3** (the "<u>South Finger Gates</u>").
 - As part of the City's concourse expansion program, the City is building the area commonly known as the B-East North Finger, which will include, on its south side, new gates B62, B64, B66, B68, and B70 and associated holdroom space (the "<u>New B-East North Finger Premises</u>") as described in Exhibit C (page 2) and Exhibit D-3, both attached hereto.
 - 3. The "Lease Commencement Date of the New B-East North Finger Premises" means the date on which Airline commences its operations at the New B-East North Finger Premises. The City shall deliver the New B-East North Finger Premises to United in a condition such that the new B-East North Finger Premises are ready for United to perform its tenant finishes and start operating at the New B-East North Finger Premises. The City currently expects to deliver the New B-East North Finger Premises to Airline in the condition set forth above by the fourth quarter of 2021. Commencing on the date of such delivery by City to Airline and continuing until the Lease Commencement Date of the New B-East North Finger Premises, the City hereby grants to Airline a license to enter upon the New B-East North Finger Premises and perform the work to prepare the New B-East North Finger Premises for its operations. Airline will use diligent efforts to complete its tenant finishes and start operating at the New B-East North Finger Premises. The Lease Commencement Date of the New B-East North Finger Premises shall be memorialized by United and the City in a written instrument signed by the Parties.
 - 4. Commencing on the Lease Commencement Date of the New B-East North Finger Premises, and continuing for the term of the Agreement, the New B-East North Finger Premises shall be leased to United on a preferential use basis and shall be deemed to be part of United's Preferential Use Premises. United's lease of the New B-East North Finger Premises shall be on the same terms and conditions as United's lease of Preferential Use Premises as set forth in the Agreement.
 - 5. The Parties agree that the City will provide the New B-East North Finger Premises as set forth in **Exhibit D-3** attached hereto; provided, however, that the Parties recognize and agree that the attached **Exhibit D-3** is at this time a

conceptual plan which is subject to change, although the new gate assignments established in this 2021 Lease Amendment will not change. The City shall provide utilities, utility lines, and utility connections to the New B-East North Finger Premises.

- 6. United's obligation to pay all applicable rent, charges and other fees with respect to the New B-East North Finger Premises, in accordance with the Use and Lease Agreement (including Section 3.03 of the Use and Lease Agreement), shall commence on the Lease Commencement Date for the New B-East North Finger Premises.
- 7. The Parties acknowledge and agree that **Exhibit D-3** attached hereto shall be replaced with a revised **Exhibit D-3**, that reflects the final "as built" drawings showing the graphic representation of the New B-East North Finger Premises. In order to replace **Exhibit D-3** attached hereto, such revised **Exhibit D-3** must bear the initials of both Parties indicating their agreement.
- 8. Upon the Lease Commencement Date for the New B-East North Finger Premises, Airline may no longer operate from the South Finger Gates.
- 9. Notwithstanding the City's obligation to provide the New B-East North Finger Premises in the condition and as set forth in this Section 1.01.E, all of Airline's costs and expenses associated with (i) its move to the New B-East North Finger Premises and (ii) the removal of its property following termination of its use of the South Finger Gates shall be at Airline's sole cost and expense.
- F. New B-East Airline Club.
 - Effective on the "Lease Commencement Date of the New Concourse B Club" (as defined below) and continuing for the term of the Use and Lease Agreement, the City shall lease to United and United shall lease from the City approximately 550 square feet in Concourse B for United's construction of a United Club (the "<u>New Concourse B Club</u>"). The proposed location of the New Concourse B Club is identified in Exhibit D-8 attached hereto. The Parties recognize and agree that the attached Exhibit D-8 is at this time a conceptual plan. The Parties further acknowledge and agree that Exhibit D-8 attached hereto shall be replaced with a revised Exhibit D-8, that reflects the final "as built" drawings showing the graphic representation of the New B-East North Finger Premises. In order to replace Exhibit D-8 attached hereto, such revised Exhibit D-8 must bear the initials of both Parties indicating their agreement
 - 2. The City agrees to deliver the New Concourse B Club to United in a "white shell" condition. The City shall provide utilities, utility lines, and utility connections to the New Concourse B Club. United will be responsible for the actual build out of the New Concourse B Club, in accordance with United's

specifications and standards. Any such build-out by United shall comply with the requirements set forth in Section 4.02 of the Use and Lease Agreement.

- 3. The New Concourse B Club shall be leased to United on an exclusive use basis and shall be deemed to be part of United's Exclusive Use Premises. Except as specifically set forth in this 2021 Lease Amendment, United's lease of the New Concourse B Club shall be on the same terms and conditions as United's lease of Exclusive Use Premises as set forth in the Use and Lease Agreement.
- 4. The "Lease Commencement Date of the New Concourse B Club" means the date on which the City delivers the New Concourse B Club to United as set forth in Section 1.01.F.2 above. The City currently expects to deliver the New Concourse B Club to United by the fourth quarter of 2021. The Lease Commencement Date of the New Concourse B Club shall be memorialized by United and the City in a written instrument signed by the Parties. United's obligation to pay all applicable rent, charges and other fees with respect to the New Concourse B Club, in accordance with the Use and Lease Agreement (including Section 3.03 of the Use and Lease Agreement), shall commence on the Lease Commencement Date for the New Concourse B Club.

PART II - TEMPORARY LEASE SPACE

2.01 FLIGHT ATTENDANTS SPACE RIGHTS GRANTED.

As part of the Demised Premises, the City leases to the Airline the space depicted on **Exhibit D-1** for use exclusively as a flight attendants' office (the "<u>Flight Attendants Space</u>").

2.02 TERM OF FLIGHT ATTENDANTS SPACE.

The Term of the Use and Lease Agreement with respect to the Flight Attendants Space shall be deemed to have commenced on February 1, 2018, and shall terminate on January 31, 2023, unless sooner terminated in accordance with the terms of the Use and Lease Agreement. Such five-year Term with respect to the Flight Attendants Space, as set forth above, shall only apply to the Flight Attendants Space and shall not alter the existing Term of any other Demised Premises as established in the Use and Lease Agreement.

2.03 TERMINAL RELOCATION.

The Airline will be required to temporarily relocate all or portions of the Airline's ticket counter during the construction phase of the Great Hall Project; provided, however, the City shall coordinate any such relocation with Airline and shall provide Airline at least sixty (60) days' prior written notice of such temporary relocation. The City agrees that it will be responsible for (a) all reasonable costs related to such temporary relocation, with such reimbursement to be net of any costs owed by Airline to the City, and (b) all reasonable costs associated with (i) the build-out of United's long term ticket counter space for space that is the same or better in terms of quality and design to the ticket counter space from which United is relocated to the temporary space, and (ii) United's subsequent relocation from such temporary space to the long term ticket counter space.

2.04 A CONCOURSE BREAKROOM AND SUPPORT SPACE.

As part of the Demised Premises, the City leases to the Airline the space depicted on **Exhibits D-2** on the A Concourse for use as an employee breakroom and for Airline support space (the "<u>A Concourse Space</u>").

2.05 TERM OF A-CONCOURSE SPACE.

The Term of the Use and Lease Agreement with respect to the A Concourse Space shall be the same as the term for the A East Ground Load Facility, as set forth below in Section 4.02 of this 2021 Lease Amendment. Such Term of the Use and Lease Agreement with respect to the A Concourse Space shall only apply to the A Concourse Space and shall not alter the existing Term of any other Demised Premises as established in the Use and Lease Agreement.

PART III - CONCOURSE B BAGGAGE SYSTEM

3.01 CONCOURSE B BAGGAGE SYSTEM.

United installed the Concourse B Baggage System (the "<u>Concourse B Baggage System</u>"), consisting of a loop system of conveyors to be installed in the current baggage system rights of way in the ceiling of the Concourse B basement and flat plate make-up units that have been installed in the ramp level of Concourse B. The Concourse B Baggage System sorts transfer bags and bags brought from the Jeppesen Terminal (the "<u>Terminal</u>") that are inducted into the Concourse B Baggage System. The Concourse B Baggage System was designed by Airline so that it will be capable of being integrated with a future spine system that would transfer bags to and from the Terminal.

3.02 CONCOURSE B BAGGAGE SYSTEM LEASE AREA.

Commencing on January 1, 2020 and continuing for the term of the Use and Lease Agreement, the City leases to the Airline the space depicted on **Exhibit D-4** (the "<u>Concourse B</u> <u>Baggage System Lease Area</u>"), which Concourse B Baggage System Lease Area will be used for the operation and maintenance of the Concourse B Baggage System.

3.03 BAGGAGE SYSTEM LEASE RATE.

- A. The rental rate of the Concourse B Baggage System Lease Area shall be as follows:
 - Ten percent (10%) of Terminal Rental Rate (provided in the Final Report Rentals, Rates, Fees and Charges for each fiscal year and provided in December of each fiscal year to the air carriers operating at the Airport (the "<u>Final Rates</u> <u>and Charges Report</u>")) for the portions of Concourse B Baggage System Lease Area where equipment is installed at ten (10) feet or higher from the ground, as depicted in Concourse B Baggage System Lease Area;
 - 2. Fifty percent (50%) of the Terminal Rental Rate, as provided in the Final Rates and Charges Report, for portions of the Concourse B Baggage System Lease

Area where equipment is installed lower than ten (10) feet from the ground, as depicted in the Concourse B Baggage System Lease Area, or that otherwise renders the area below the Concourse B Baggage System Lease Area, solely as a result of Airline's installation of its equipment, unusable for storage, office space and circulation purposes by the City or other third parties; and

- 3. Sixty-five percent (65%) of the Terminal Rental Rate, as provided in the Final Rates and Charges Report, for the basement control rooms in the Concourse B Baggage Lease Area, as depicted in the Baggage System Lease Area.
- B. The Terminal Rental Rate shall be determined as stated in the Final Rates and Charges Report for each applicable fiscal year.
- C. The rental payments for the Concourse B Baggage System Lease Area commenced on May 1, 2020, which was the first day of the month following the date of completion of construction of the Concourse B Baggage System, as evidenced by a "certificate of occupancy" issued by Denver Department of Community Planning and Development. The rental payments 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.

3.04 USE OF THE CONCOURSE B BAGGAGE SYSTEM LEASE AREA.

The Airline shall have the use of the Concourse B Baggage System Lease Area for the handling of outbound and inbound baggage and for such other purposes as may be authorized in writing from time to time by the CEO.

3.05 DISPOSITION OF EXISTING BAGGAGE SYSTEM.

During the Construction of the Concourse B Baggage System, the Airline was required to remove and recycle the prior baggage system that was being replaced by the Concourse B Baggage System. The Airline shall be responsible for the cost of any such removal and Airline shall be entitled to retain all proceeds from the recycling, sale or other disposition of the prior baggage system; provided, however, that the Airline shall use such proceeds for projects at the Airport and for no other purposes.

3.06 CONCOURSE B BAGGAGE SYSTEM OPERATION AND MAINTENANCE.

- A. The Airline has the sole obligation for ownership, maintenance, repair, replacement and operation of the Concourse B Baggage System.
- B. The Airline agrees to maintain the Concourse B Baggage System on a preventative maintenance basis such that equipment is inspected regularly and changed/repaired prior to actual failure so that equipment operates continuously without unexpected failure.
- C. The Airline shall keep detailed records of all repairs, manpower and spare parts

required to perform preventative maintenance tasks consistent with and as required by its standard procedures.

D. At the City's request, Airline shall provide City a written summary report of all operations and maintenance no more than once each quarter during the term of the Use and Lease Agreement.

3.07 CONCOURSE B BAGGAGE SYSTEM OWNERSHIP.

- A. The Airline will own and operate and have exclusive use of the Concourse B Baggage System. The Airline grants to the City an exclusive purchase option which can be exercised by the City at any time during the term of the Use and Lease Agreement. The purchase price (the "<u>Baggage System Purchase Price</u>") paid by the City to United for City's purchase of the Concourse B Baggage System shall be the Unamortized Cost of the Concourse B Baggage System, as defined below. The "<u>Unamortized Cost of the Baggage System</u>" is \$106,721,206.00. The Baggage System Purchase Price shall be paid by the City to the Airline
- B. If City elects to exercise its purchase option, then it must give at least 270 days' prior written notice (the "<u>Purchase Option Notice</u>") to the Airline specifying the proposed date for City's acquisition of the Concourse B Baggage System.
- C. Upon receipt of the Purchase Option Notice, the parties shall negotiate in good faith other terms of the City's purchase of the Concourse B Baggage System not contemplated herein.
- D. On and after the sale of the Concourse B Baggage System to the City, Airline shall nevertheless have the continued right to use and lease the Concourse B Baggage System for the term of the Use and Lease Agreement. If the City exercises its option to purchase the Concourse B Baggage System, Airline shall be pay for the use and lease of the Concourse B Baggage System in the form of an incremental lease cost (amortized over the useful life of the Concourse B Baggage System) reflecting the Baggage System Purchase Price.

PART IV - CONCOURSE A EAST GROUND LOAD FACILITY

4.01 CONCOURSE A EAST GROUND LOAD FACILITY.

A. The City leases to Airline, on a preferential use basis, certain concourse facilities, known as the Concourse A East Ground Load Facility (the "<u>A East Ground Load</u> <u>Facility</u>"), as designated in Exhibit D-5. The right of preferential use includes the right of the Airline and its Affiliates, as defined below, to enplane and deplane passengers and to schedule and use the A East Ground Load Facility, subject to the conditions set forth in the Use and Lease Agreement and in the Airport Rules and Regulations regarding the operation and use of concourses as such reasonable and nondiscriminatory rules and regulations exist or may be promulgated in the future. Airline's right of preferential use with respect to the A East Ground Load Facility is

expressly understood to be a non-exclusive right, and the City retains the right to allow other airlines the use of the Airline's preferential use areas within the A East Ground Load Facility to the extent such other use does not infringe on the Airline's preferential use as herein defined.

B. The Airline's preferential use and scheduling rights on its passenger holdroom(s), associated passenger ground load gates, and the aircraft ramp and apron areas (collectively, the "<u>A East Ground Load Preferential Use Gates</u>"), are subject to the gate usage requirements in the Use and Lease Agreement.

4.02 TERM OF CONCOURSE A EAST GROUND LOAD FACILITY.

The term of the Use and Lease Agreement with respect to the A East Ground Load Facility (the "<u>A East Ground Load Term</u>") shall be deemed to have commenced on May 16, 2019 and shall terminate on either (i) the Lease Commencement Date of the New B East Premises, as that term is defined in Section 1.03 of the 2020 Lease Amendment (United Contract No. 111137-20; City Contract No. XC2X000-09), or (ii) an alternative termination date to be mutually agreed-upon by the Parties as part of the phasing of airline moves necessitated by DEN's on-going gate expansion project. Provided further, however, that the term of the Use and Lease Agreement with respect to the A East Ground Load Facility may be subject to sooner termination in accordance with the terms of the Use and Lease Agreement. The term of the Use and Lease Agreement with respect to the A East Ground Load Facility shall only apply to the A East Ground Load Facility and shall not in any way alter or modify the existing term of any other Demised Premises as established in the Use and Lease Agreement, including as amended.

4.03 RENTAL FOR THE A EAST GROUND LOAD FACILITY.

Rentals for the A East Ground Load Facility commenced on June 1, 2019 and are payable 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. In addition to the fixed rates, fees, and charges provided herein, Airline shall pay for other common use facilities, equipment, services and maintenance utilized by Airline at the A East Ground Load Facility at the rates set forth in **Exhibit K** attached hereto to the extent such amounts are not included in rentals paid by the Airline for the A East Ground Load Facility. Said rates, fees and charges shall be paid monthly, in advance, and adjusted, if necessary, based on such actual costs. Any additional amount due from the Airline or refund owed to the Airline, as the case may be, based on such actual costs, shall be paid by the Airline or credited by the City, as the case may be, to rates, fees and charges. Such services may include, but are not limited to, industrial waste, sewer and water and trash. The methodology for calculating the Airline's rates, fees and charges, for the A East Ground Load Facility, are set forth as **Exhibit K** to this 2021 Lease Amendment and the Use and Lease Agreement.

4.04 OTHER PROVISIONS RELATING TO THE A EAST GROUND LEASE FACILITY.

Except for the provisions set forth specifically in this Section 4 of this 2021 Lease Amendment, all other terms and conditions set forth in the Use and Lease Agreement will apply

in full force and effect for Airline's use and occupancy of the A East Ground Load Facility.

PART V - GENERAL PROVISIONS

5.01 EXHIBIT F.

Effective January 1, 2021, the current **Exhibit F** to the Use and Lease Agreement is deleted and replaced with the new **Exhibit F** attached hereto.

5.02 Part V of the Use and Lease Agreement is amended by adding the following new Section 5.06 to read as follows:

"5.06 Payment of City Minimum Wage. Airline shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Airline expressly acknowledges that Airline is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Airline, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

PART VI – BAGGAGE SYSTEM

6.01 DEFINITIONS FOR PURPOSES OF THIS PART VI. For purposes of this Part VI, capitalized terms not defined elsewhere in this 2021 Lease Amendment shall have the meaning given to them in this Section 6.01.

- A. "Airline Baggage Subcommittee" means the Airline Baggage Subcommittee of the Denver Airlines-Airport Affairs Committee or any successor entity established by the Signatory Airlines in place of such Subcommittee for the purpose of coordinating common use of and establishing cost allocation matters relating to the Baggage System.
- B. "Baggage System" or "Baggage System Facilities" means, collectively, all structures, improvements, equipment, belts, carts, walkways, impact protection, EDS modules, carousels, parts inventories, spare parts, tools, hardware and software, and other components of the baggage systems in the Terminal for processing, screening, and delivering checked baggage, as illustrated on the attached Exhibit L.
- C. "**Non-Contracting User**" means an airline which has access to or use of the Baggage System but is a Non-Signatory Airline as defined in Airport Rules and Regulations.
- D. "Baggage System Operation and Maintenance Costs" means those costs incurred by the City and the Operator, and chargeable to and paid by the Signatory Airlines and Non-Contracting Users, associated with the management, operation, maintenance, repair (emergency or otherwise) of the Baggage System at the Airport, including costs of providing labor, equipment, spare parts and materials in connection herewith, but

excluding space rental charges and capital costs, modification and improvements of equipment and space provided by the City and subject to allocation under this Agreement.

E. "**Operator**" means the company selected by the City or the Airline Baggage Subcommittee, or both, to operate and maintain the Baggage System on behalf of the Airlines.

6.02 BAGGAGE SYSTEM LICENSE AND RIGHT OF USE.

The City hereby agrees to make available for Airline's use the Baggage System Facilities as illustrated on the attached **Exhibit L**, and hereby grants to Airline a nonexclusive license to use those portions of the Baggage System Facilities reasonably required for the purpose of loading and unloading baggage, screening bags, and accessing the Baggage System for activities reasonably necessary or convenient in connection with the foregoing. Such license and right of use is conditioned upon and subject to Airline complying with all terms and conditions of this Agreement. The Airline is not granted any leasehold or other property interest by this Agreement except as otherwise set forth herein. The Airline shall have the right to perform its own baggage handling services or to have such services performed by another handling company, provided such person is a person authorized by the CEO and the Airline Baggage Subcommittee to perform baggage services at the Airport.

6.03 COMMON RIGHT OF USE AND ACCESS.

- A. The Airline's right of use shall be in common with all other Signatory Airlines, Non-Contracting Users, or others authorized by the City to do so, and is conditioned upon the payment of Baggage System rates, fees, and charges and upon compliance with reasonable and nondiscriminatory terms and conditions upon which the Baggage System is made available for such use, and in accordance with Airport Rules and Regulations.
- B. The Airline's use of and access to the Baggage System shall be conducted so as not to interfere with the safe and efficient operation of the Baggage System by the Operator or the Transportation Security Administration.
- C. Airline agrees not to prevent or interfere with the exercise of any right of use or obligation of the City, the Transportation Security Administration, other Signatory Airlines, Non-Contracting Users, or the Operator as provided for in this Agreement or the Operator Agreement.
- D. The parties agree that certain baggage belt areas behind ticket counters in the Terminal Building which are part of the Airline's Demised Premises, if applicable, shall be considered exclusively leased to the Airline for the purpose of passenger operations, but nonetheless those baggage belts are part of the Baggage System for the purpose of Baggage System Operation and Maintenance, in accordance with the terms and conditions of the City's agreement with the operator.

6.04 CONDITIONS OF USE.

- A. Airline shall use the Baggage System in accordance with all reasonable and nondiscriminatory Airport Rules and Regulations and in accordance with any applicable reasonable standards of care, procedures, or rules established by the Airline Baggage Subcommittee. The City will provide not less than 30 days' notice to Airline when any rule or regulation affecting Airline's use of the Baggage System is proposed, and will post rules and regulations when final.
- B. Airline's use of the Baggage System is conditioned on timely payment of Baggage System fees, rates, and charges in accordance with this Agreement.
- C. Airline shall use and shall cause its officers, employees, agents, and contractors to use a commercially reasonable degree of care when using the Baggage System and shall follow all reasonable safety and security rules and instructions set forth herein or established by the City, the Transportation Security Administration, the Operator or the Airline Baggage Subcommittee.

6.05 RESERVATION OF RIGHTS.

- A. It is expressly agreed and understood that the foregoing right of use for the Baggage System is not a property right and shall not be assigned, subleased or otherwise alienated or hypothecated in any manner whatsoever by the Airline; except that, in the case of a merger of Airline with another airline or the acquisition of substantially all of Airline's assets by another airline, Airline's right of use shall be transferable to the surviving airline.
- B. The Airline acknowledges and agrees that the Baggage System shall be managed, operated, and maintained for the benefit of the air carriers by the Operator. The Airline's use of and access to the Baggage System shall be conducted so as not to interfere with the safe and efficient operation of the Baggage System by the Operator.
- C. The City may from time to time make alterations to, or reconstruct, or modify the Baggage System installations or design or any portion or portions of them, either temporarily or permanently, provided that reasonably equivalent Baggage System Facilities are made available to the Airline.

6.06 EFFICIENCY-IN-USE AND REASSIGNMENTS.

- A. The Airline agrees that its use of the Baggage System is in common with others and agrees to allow any other incoming or incumbent airline the opportunity to share use of its assigned portions of the Baggage System. The City retains the right to allow other airlines the use of the Baggage System.
- B. After consultation with the Airline Baggage Subcommittee, in order to maximize the highest and best use of the City's Baggage System Facilities, the CEO may at his or her sole discretion, relocate and reassign the Airline's use of any Baggage System

assigned areas upon 30 days' advance written notice.

- C. The City reserves the right to immediately reassign Baggage System assigned areas as may be necessary in case of emergency, by reason of accident and repairs, security issues, or other happenings beyond the control of the City.
- D. The City will reasonably allocate the costs related to any such relocations and/or reassignments after consultation with the Airline Baggage Subcommittee.
- E. Should the Airline refuse another airline the opportunity to use the Baggage System or any portions thereof, the CEO, the Airline Baggage Subcommittee, or both, may review the Airline's usage, and should the CEO or the Airline Baggage Subcommittee reasonably determine the Airline unreasonably refused usage by such other airline, the CEO may immediately require the Airline to permit the incoming or incumbent airline to use the Baggage System.

6.07 PAYMENT OF RATES, FEES AND CHARGES FOR THE USE OF THE BAGGAGE SYSTEM.

The fees and charges for the Baggage System Operation and Maintenance System shall be as established from time to time in accordance with this Agreement. Fees and charges for the Baggage System 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.

6.08 NON-CONTRACTING USERS.

Non-contracting Users of the Baggage System will be charged at a twenty-five percent (25%) premium over the signatory rate charged to Signatory Airlines.

6.09 ASSIGNMENTS AND GROUNDHANDLING ARRANGEMENTS.

The Airline may assign or otherwise transfer its rights to use the Baggage System only to a handling company (including an airline) that has been approved by the CEO and the Airline Baggage Subcommittee to provide baggage services for the Airline. An airline's status as a handling company shall not relieve the Airline from its obligations under this Agreement.

6.10 OPERATOR AGREEMENT.

- A. The City, on behalf of and in coordination with the Airline Baggage Subcommittee, has entered into an Operation and Maintenance Services Agreement ("Operator Agreement") providing for the operation, maintenance, and management of the Baggage System Facilities. The City may extend the Operator Agreement as necessary, or replace the Operator Agreement from time to time through a competitive selection process, with the participation of the Airline Baggage Subcommittee in the selection of the Operator.
- B. The Operator Agreement shall set forth the Operator's responsibilities with respect to

the Baggage System, and shall include the following duties and responsibilities of the Operator:

- 1. The obligation to operate the Baggage System and to pay all costs incurred in connection therewith;
- 2. The obligation to keep complete and accurate records of the use of the Baggage System, prepare and submit management reports recording the performance of the Baggage System, and report costs to the City and the Airline Baggage Subcommittee in a timely manner and in a form approved by the City and the Airline Baggage Subcommittee in order that the costs may be fairly allocated among the airlines in accordance with the methodology set forth in Exhibit M or any other reasonable allocation methodology that may be proposed by the Airline Baggage Subcommittee;
- 3. The obligation to maintain and manage the Baggage System in good, safe, and sanitary operation condition and repair and in accordance with approved operation and maintenance manuals and applicable laws and regulations governing the Baggage System and the Airport promulgated by the City or the Transportation Security Administration;
- 4. At the request of the City, provide summaries of all interruptions to normal services with an explanation of the cause and duration of any such interruptions, in an approved format and frequency within the limitations of the Baggage System software;
- 5. The obligation to maintain a parts inventory and provide inventory control and performance reporting, and
- 6. The obligation to provide indemnification and maintain insurance policies in the manner and kind required by the City.

6.11 MAINTENANCE OF BAGGAGE SYSTEM FACILITIES.

- A. The Operator shall provide services and maintenance of the Baggage System and Baggage System Facilities as indicated in the Operator Agreement, and the Airline shall pay its pro rata share of such costs pursuant to **Exhibit M** and the provisions of this Agreement.
- B. The Airline agrees that it will at all times keep those portions of the Baggage System that it uses in a neat, clean, safe and orderly condition, and in keeping with the general decor of the area in which they are situated, and that it will perform, or cause to be performed, those maintenance services shown on **Exhibit E** to be performed by the Airline and be responsible for payment of the maintenance services to be performed by the Operator.
- C. The Airline specifically agrees to keep the baggage make-up areas and carousels in the

Terminal clean, neat, safe and free of trash and debris.

D. The Airline agrees to pay or reimburse the City for the repair of any damages caused by the misuse or abuse by the Airline, its Affiliated Airlines, or its agents to any portion of the Baggage System. This excludes normal wear and tear.

6.12 ALTERATIONS, REPAIRS, AND IMPROVEMENTS.

The City agrees that it shall perform or have performed by the Operator or other contractors such capital additions, modifications and improvements as may be reasonably determined necessary by the City after consultation with the Airline Baggage Subcommittee or as may be reasonably requested by the Airline Baggage Subcommittee and approved by the City, with the cost of such improvements to be charged as provided for in **Exhibit F** of this Agreement governing the calculation of rates and charges. Title to any improvements, parts, components, or items of the Baggage System, whether installed or in use on the Baggage System or held in inventory shall be and shall remain in the City at all times.

6.13 RIGHT TO ENTER AND MAKE REPAIRS.

- A. The City and the Operator and their authorized officers, employees, agents, contractors, subcontractors, Transportation Security Administration (TSA) employees and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Airline's operations as is reasonably practicable) to enter Airline's Premises or the Baggage System Facilities for the following purposes:
 - 1. To inspect the Baggage System Facilities,
 - 2. To perform maintenance and make repairs and replacements in any case where the City or the Operator is obligated to do so, or where either of them in their reasonable judgment, determine that it is necessary or desirable to do so,
 - 3. To test or maintain the EDS modules and related screening equipment, or any other TSA equipment, and
 - 4. For emergency purposes in the exercise of the City's police power.

6.14 ABANDONMENT OF BAGGAGE SYSTEM LICENSE AREA.

If the Airline ceases to occupy and use any assigned portion of the Baggage System for a continuous period of six (6) consecutive months or longer, the City, acting by and through the CEO, may consider such portion of the Baggage System area abandoned, and if needed for another use may, upon not less than thirty (30) days' written notice to the Airline, terminate the license for such portion of the Baggage System.

6.15 DESTRUCTION OF PREMISES.

- A. If by reason of any cause the Baggage System, or any portion thereof, is damaged or destroyed by fire or other casualty, then:
 - 1. The City, after consultation with the Signatory Airlines, shall forthwith repair, reconstruct and restore the damaged or destroyed portions of the Baggage System to substantially the same condition, character, utility and value as existed prior to such damage or destruction, unless the City and the Signatory Airlines agree that no such reconstruction is necessary, or that reconstruction to some other condition, character, utility and value is appropriate or desired; and
 - 2. If such Baggage System is damaged to such an extent that the System is unusable, the City, acting by and through the CEO, will make all reasonable efforts to provide substantially equivalent substitute facilities, and such substitute facilities will be made available to Airline 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.

PART VII - AFFILIATES

7.01 DESIGNATION OF AFFILIATES.

- A. The term "<u>Affiliate</u>" means any passenger air transportation company that is (i) a wholly owned subsidiary, sister or parent of Airline or is majority-owned by Airline, or (ii) operates under the same trade name as the Airline or under the same trade name of Airline's wholly owned subsidiary, or (iii) any passenger carrier flying under its own livery, or (iv) any passenger carrier operating on behalf of Airline pursuant to a capacity purchase, revenue-sharing or fixed-fee or similar agreement with Airline; and in any of the four abovementioned situations is (a) also not selling any seats in its own name and is selling all seats on certain aircraft in the name of the Airline and (b) only if such passenger carrier has been designated in writing by Airline as an "Affiliate" of Airline.
- B. Airline may designate one or more other passenger carriers an "Affiliate" by (i) confirming that each such passenger carrier meets the definition of an Affiliate provided above, and (ii) submitting to City the designation form attached to this Agreement as Exhibit N-1, which includes a copy of the Affiliate's executed Affiliate Operating Agreement.
- C. The designation of an Affiliate shall become effective on the first day of the calendar month following at least fifteen (15) days from receipt by City of the designation in the form of **Exhibit N-1**. The designation shall remain in effect for so long as the conditions for designating the Affiliate continue to be met or until Airline withdraws its designation of the Affiliate by submitting to City the withdrawal of designation form attached to this Agreement as **Exhibit I-2**. A withdrawal of designation of an Affiliate shall become effective on the last day of the calendar month following at least fifteen (15) days from receipt by City of the withdrawal of designation in the form of **Exhibit**

N-2.

- D. If Airline designates one or more other passenger carriers as its Affiliate, as between the City and Airline (but without affecting any obligation the Affiliate may have to Airline pursuant to any agreement between an Affiliate and Airline), Airline shall be responsible for the actions and obligations of each of its Affiliates during the time and to the extent carrier is acting as an Affiliate of Airline, including without implied limitation the obligation to pay all charges owed to City on account of Affiliate activities at the Airport and the duty to provide information, insurance and indemnification. Airline will be responsible for ensuring that each of its Affiliates complies with all terms and conditions of this Agreement to the same extent that Airline is responsible for compliance, including without implied limitation compliance with the environmental provisions of this Agreement. Airline shall be the financial guarantor of all amounts owed to City by each of Airline's Affiliates during the time and to the extent carrier is acting as an Affiliate of Airline.
- E. More than one Signatory Airline may from time to time designate the same passenger carrier as its Affiliate, and each such Signatory Airline shall only be responsible for such passenger carrier's operations when such passenger carrier operates as such Signatory Airline's Affiliate.

PART VIII - CONCOURSE B WEST AIRCRAFT DEICING

8.01 CONCOURSE B WEST AIRCRAFT DEICING.

The Concourse B West expansion project included the installation of infrastructure related to the receipt, storage, and distribution of aircraft deicing fluid ("<u>ADF</u>") in support of Airline's aircraft deicing operations, collectively referred to herein as the Concourse B Aircraft Deicing System ("<u>CCB ADS</u>"). The CCB ADS is depicted in **Exhibit D-6** attached hereto. In general, this infrastructure includes, but is not limited to, separate storage tanks for Type I and Type IV ADF; truck loading stations; associated pumps, piping, and valving to transmit ADF to/from the loading stations; and, a workstation(s) to control and manage the CCB ADS. In support of its operation of the CCB ADS, Airline shall exclusively lease and use the B West Deicing Support Space, as depicted in **Exhibit D-7**.

8.02 CCB ADS MAINTENANCE, OPERATION AND MANAGEMENT SERVICES.

A. Airline shall:

- 1. Maintain the CCB ADS to ensure reliable, safe, and efficient operating conditions and repairs.
- 2. Receive and store ADF at the CCB ADS for use in and by the users of the CCB ADS.
- 3. Maintain an accurate inventory record of ADF supplies and distributions.

- 4. Distribute ADF to/from the truck loading stations on Concourse B.
- 5. Operate and maintain the infrastructure necessary to provide the services described above.
- 6. Track and assess the condition of the infrastructure necessary to provide the services described above.
- B. The Airline must maintain the infrastructure associated with the CCB ADS to ensure reliable, safe, and efficient operating conditions and repairs. All CCB ADS elements and equipment must be kept in working order and follow manufacturer recommendations for operations and maintenance. Specifically, the Airline shall engage experienced contractors to maintain the CCB ADS in working order with the ability to respond 24-hours a day, 7 days a week, 365 days a year. The Airline must develop a maintenance plan for the CCB ADS, and maintenance must be performed in accordance with that plan and routine scheduled schedule, the CCB ADS manufacturer(s) recommendations, and all applicable local, state, federal, and commercial industry standards, codes, and regulations. **Exhibit O** attached hereto identifies all manufacturer and construction manuals for the operation and maintenance of the CCB ADS.

8.03 PREVENTIVE MAINTENANCE.

Preventive maintenance must include all the routine work that is provided in the manufacturer's written recommendations. This includes daily, weekly, monthly, quarterly, and/or annual maintenance or repairs as required to keep the CCB ADS components in working order. Requirements will vary from device to device and must be included in the Airline's maintenance plan and the routine maintenance schedule.

8.04 ROUTINE TESTING AND INSPECTIONS.

Routine testing and inspections must include additional inspections that must be performed to verify the proper operation of the CCB ADS. Some of these inspections may be performed by third party inspectors at the Airline's sole cost and expense.

8.05 OPERATOR'S MAINTENANCE PLAN.

The Airline will have ninety (90) days from the Effective Date of this 2021 Amendment to develop and provide the DEN Airline Affairs Manager a comprehensive maintenance plan for the CCB ADS. The Airline must recertify the plan, with addendums as needed, annually by February 1 of each year.

8.06 EQUIPMENT REPLACEMENT.

The Airline shall notify the DEN Airline Affairs Manager of the need to replace any capital equipment owned and provided by DEN. Capital equipment replacement is subject to approval by the CEO. All other equipment and its replacement will be provided by the Airline as part of

Airline's operation and maintenance of the CCB ADS.

8.07 EMERGENCY MAINTENANCE.

Equipment failures may require emergency maintenance to return the CCB ADS to full operation. When performing this work, the Airline must communicate with the DEN Airline Affairs Manager to determine if the repair is like-for-like (or routine) maintenance, or a process improvement that must be completed as a design build service for which a permit document and/or review by qualified personnel is required for the emergency maintenance activity. If so, unless otherwise arranged with the DEN Airline Affairs Manager, the Airline will engage with its engineer and/or a qualified contractor to review the repair and provide necessary documentation.

PART IX – MISCELLANEOUS

9.01 Except as modified by this 2021 Lease Amendment, all of the terms and conditions of the Use and Lease Agreement shall remain in full force and effect.

9.02 This 2021 Lease Amendment shall not be effective or binding on the City until approved and fully executed by all applicable signatories of the City and County of Denver.

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Contract Control Number:	PLANE-202056416-10 / XC 2X000-10
Contractor Name:	UNITED AIRLINES INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

REGISTERED AND COUNTERSIGNED:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: Contractor Name:

PLANE-202056416-10 / XC 2X000-10 UNITED AIRLINES INC

DocuSigned by: Nathan Lopp ______CC83A1EEB390413. _____ By:

	Nathan	Lopp
Name:		
	(please pi	rint)

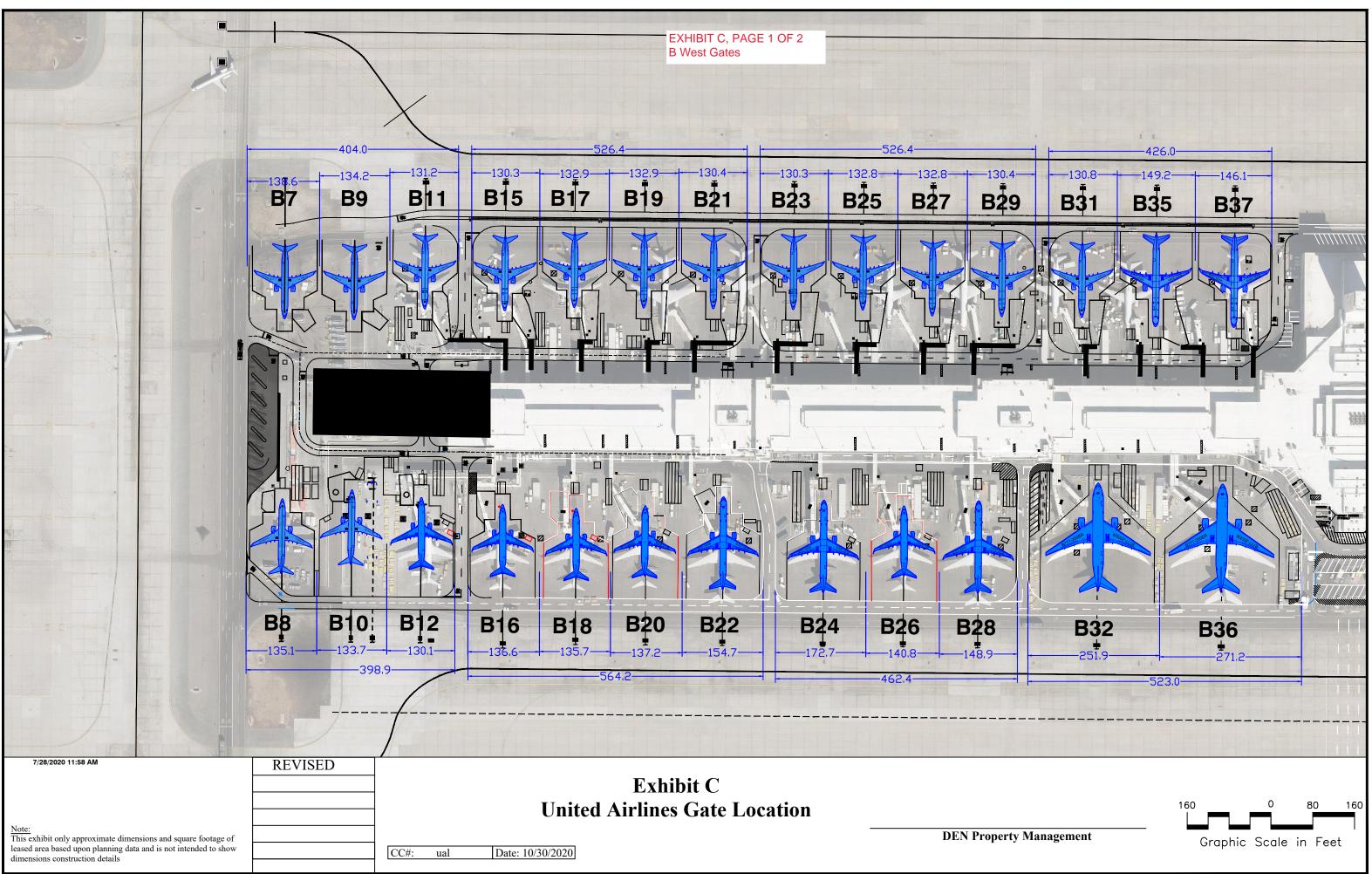
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ATTEST: [if required]

By: _____

Name: (please print)

EXHIBIT C



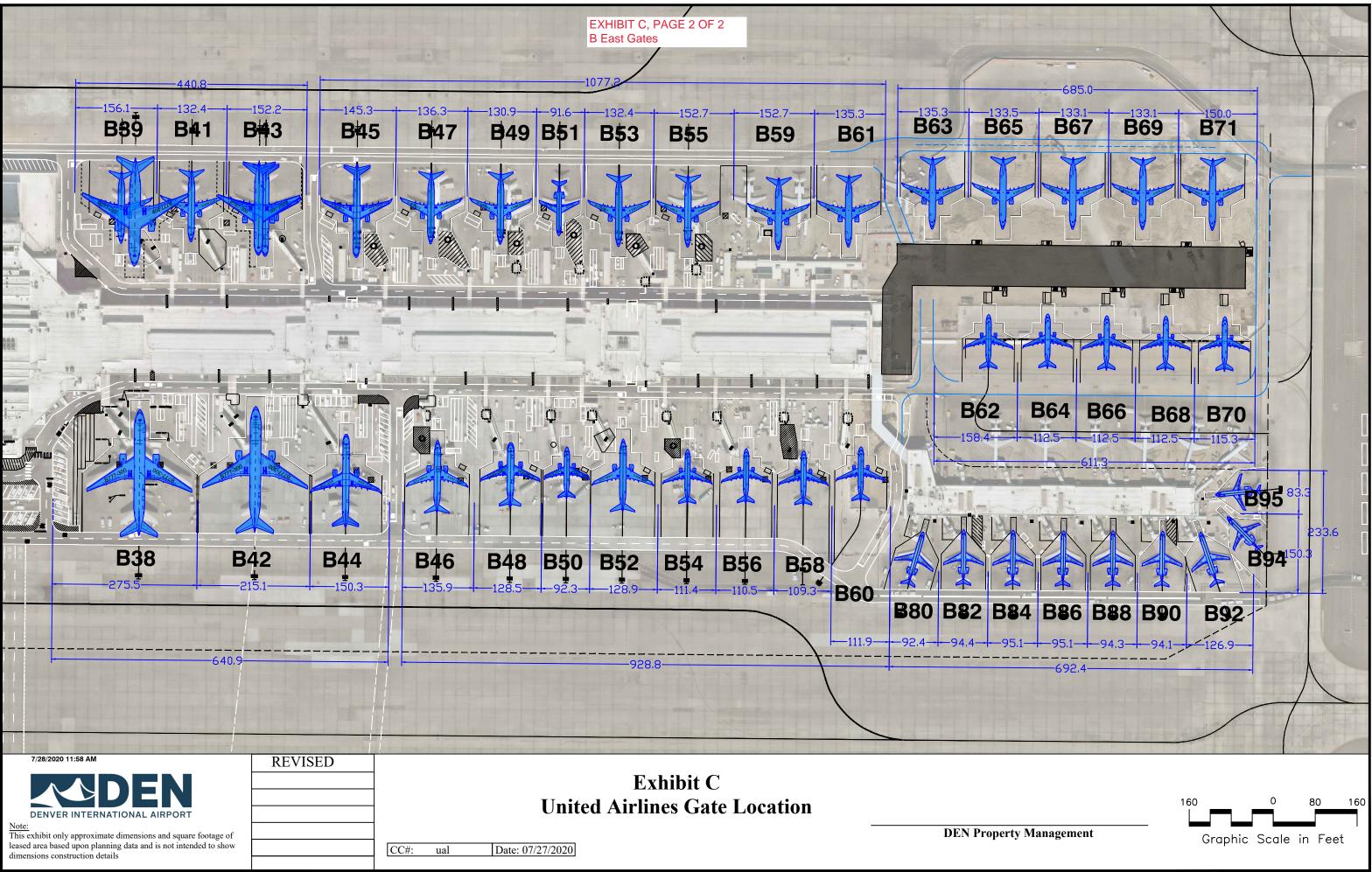
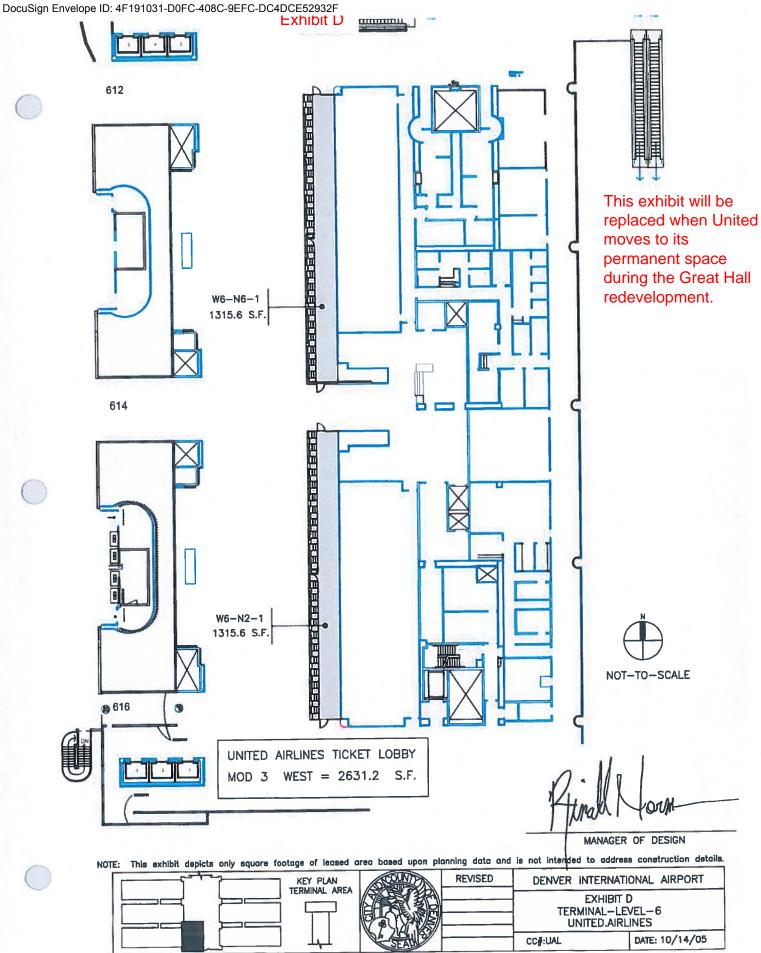
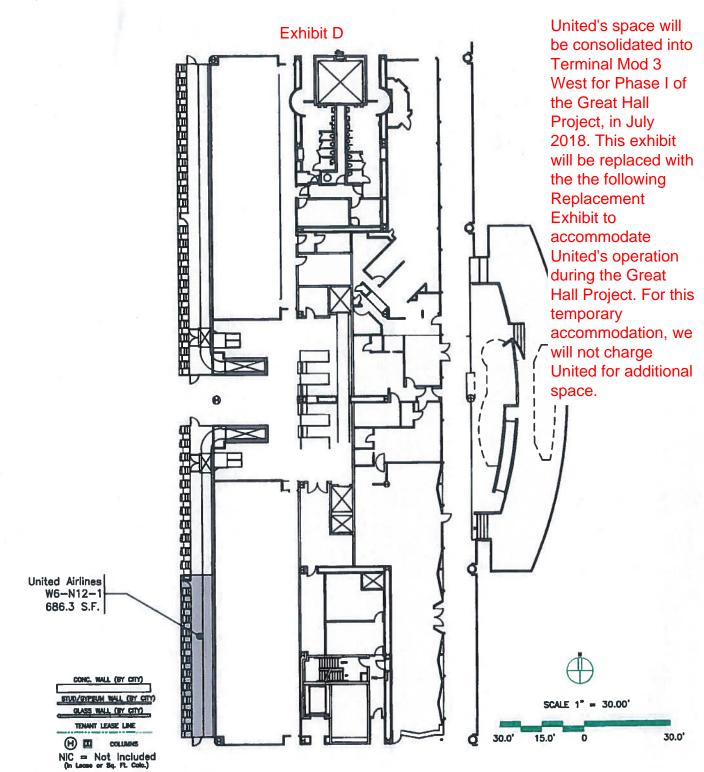


EXHIBIT D





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NOTE:

This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details.

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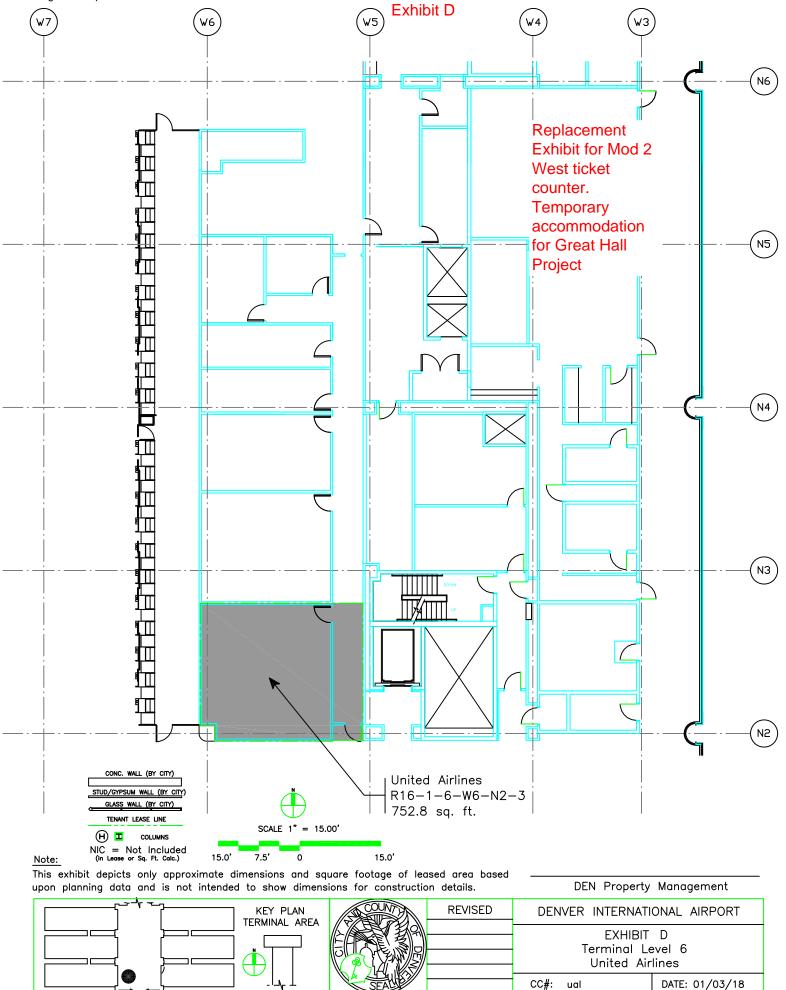
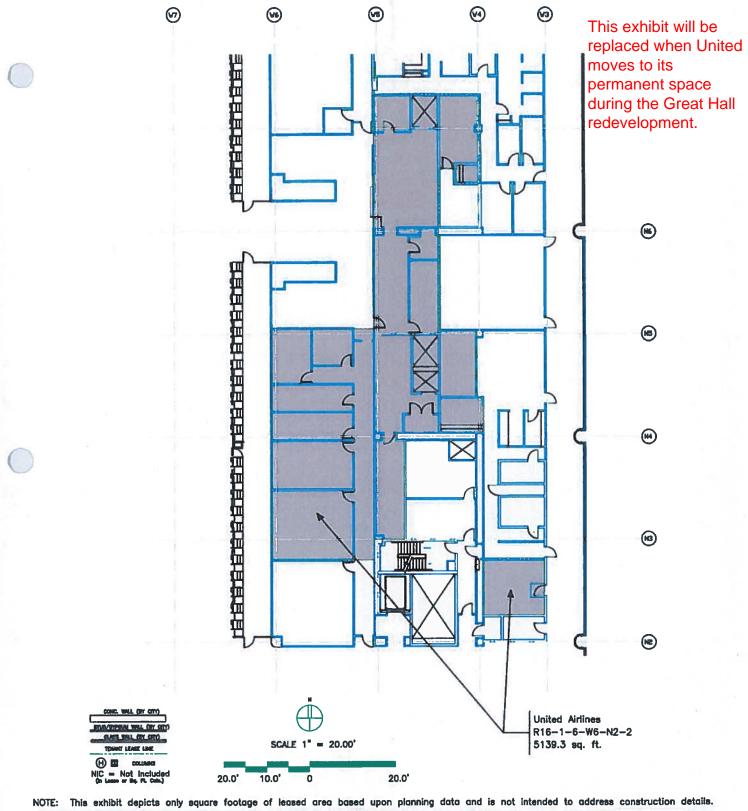


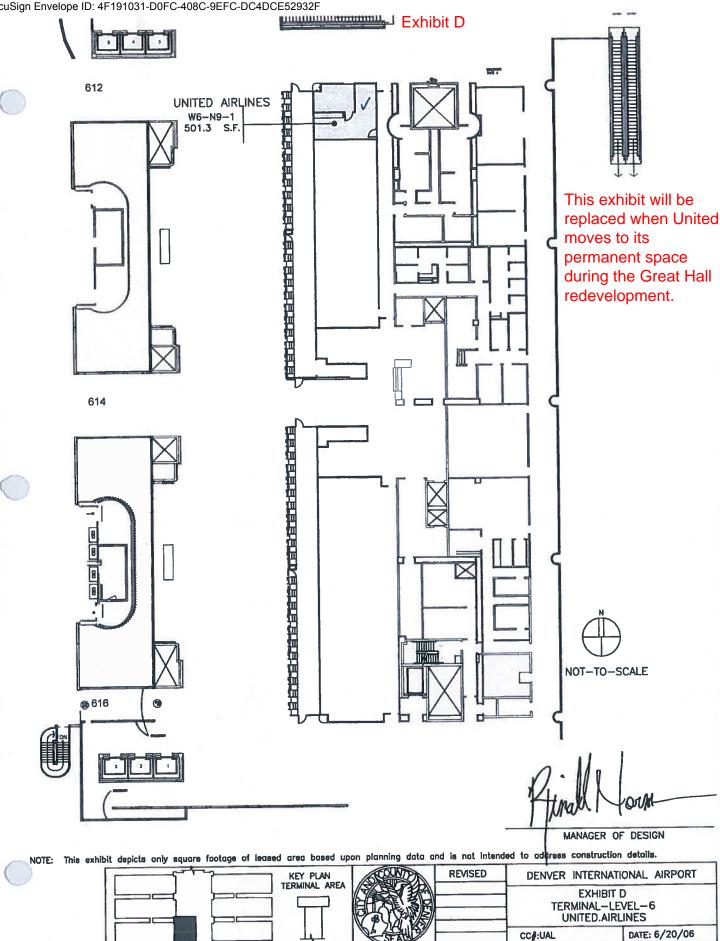
Exhibit D



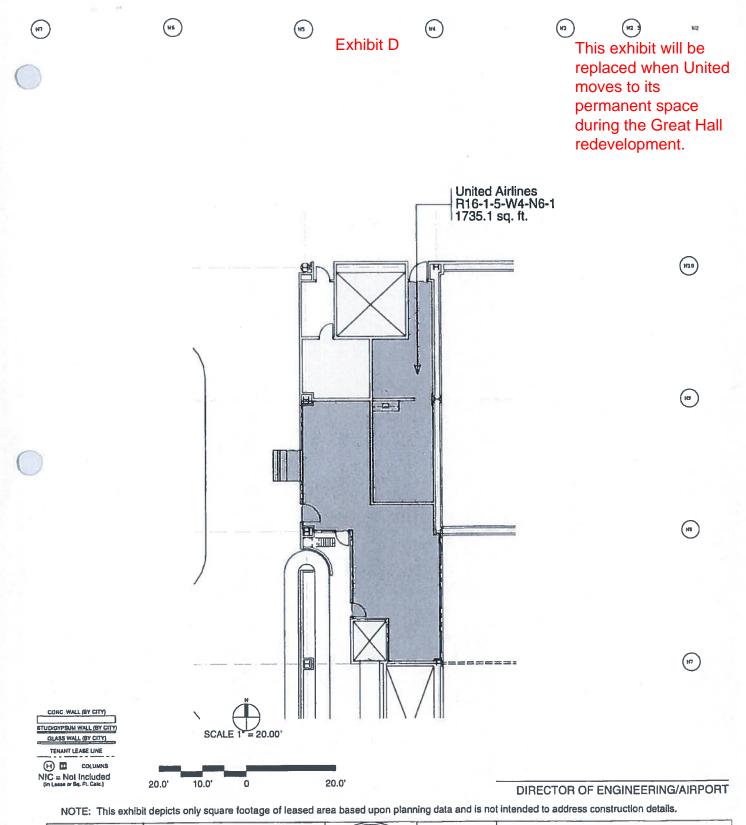
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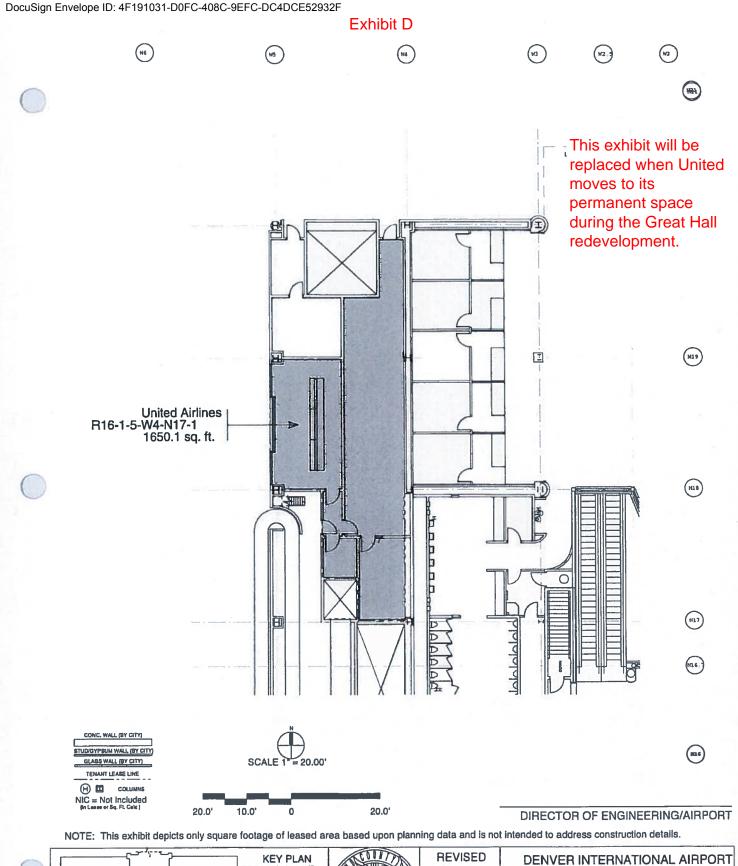


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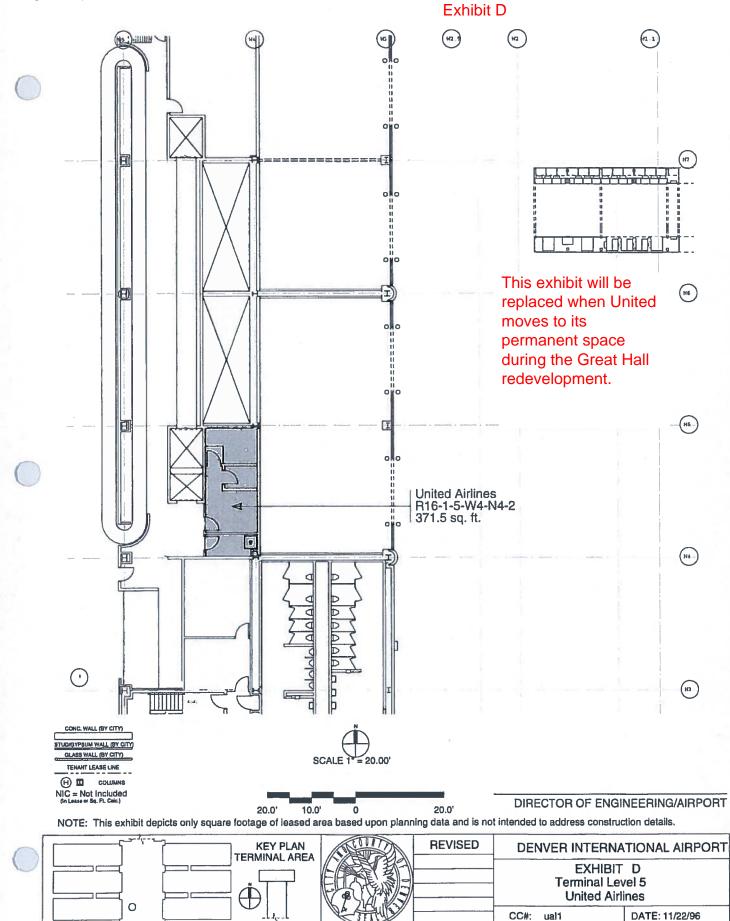
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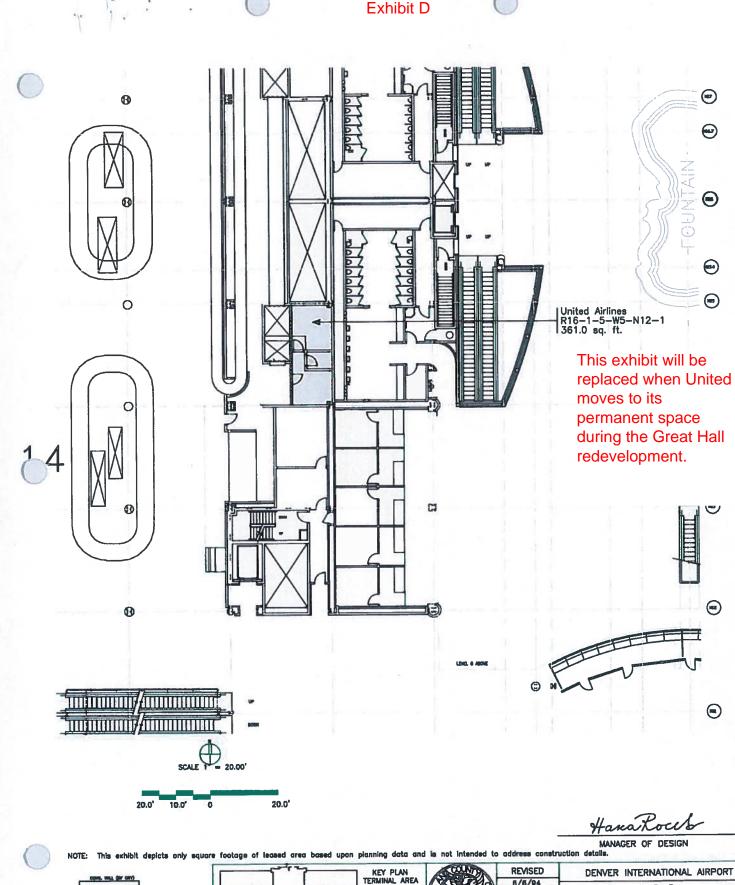


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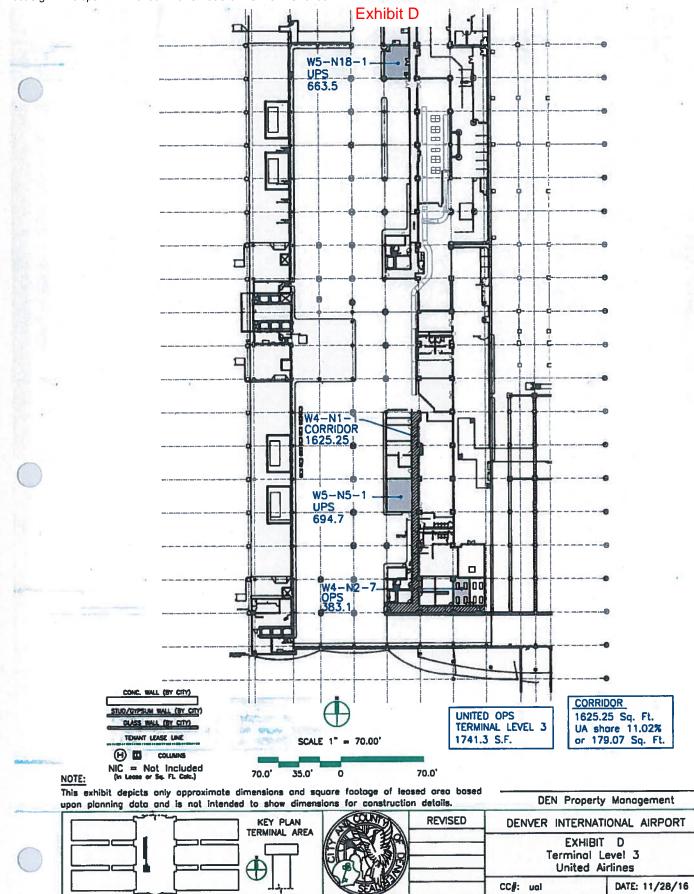
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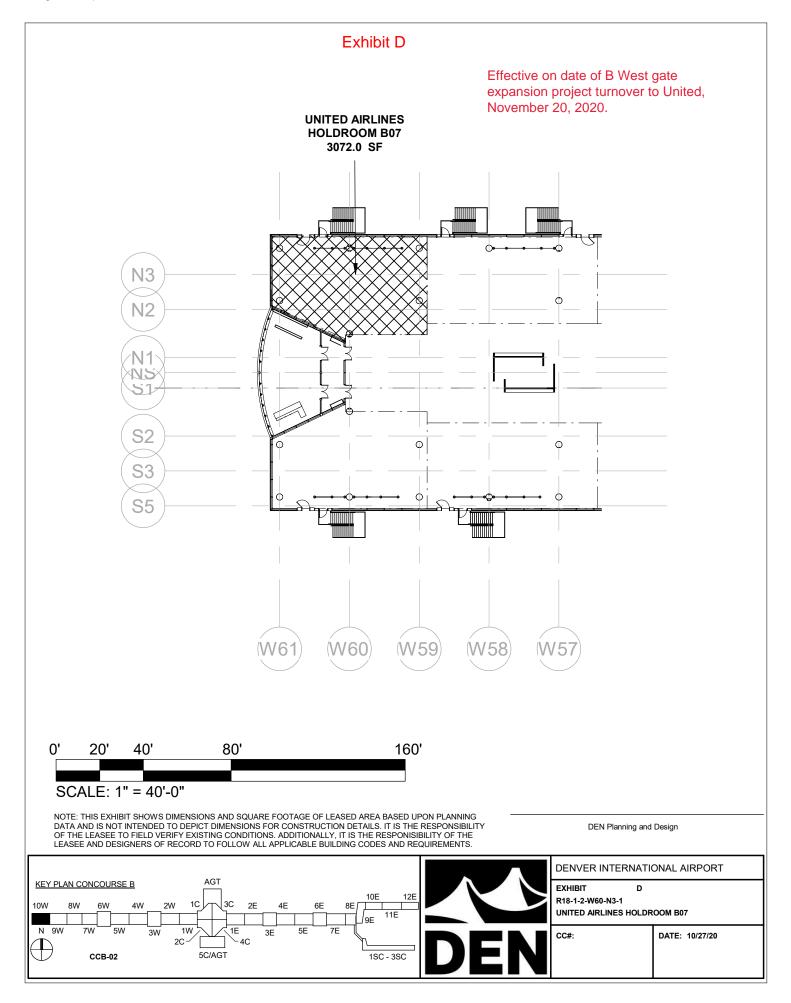
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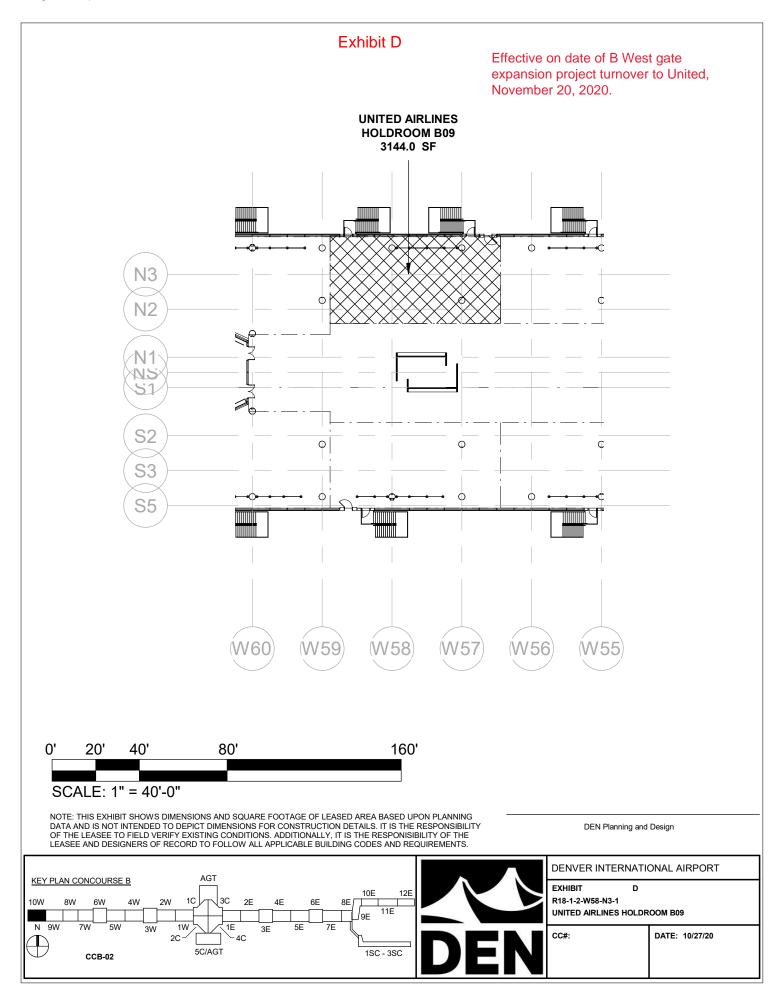
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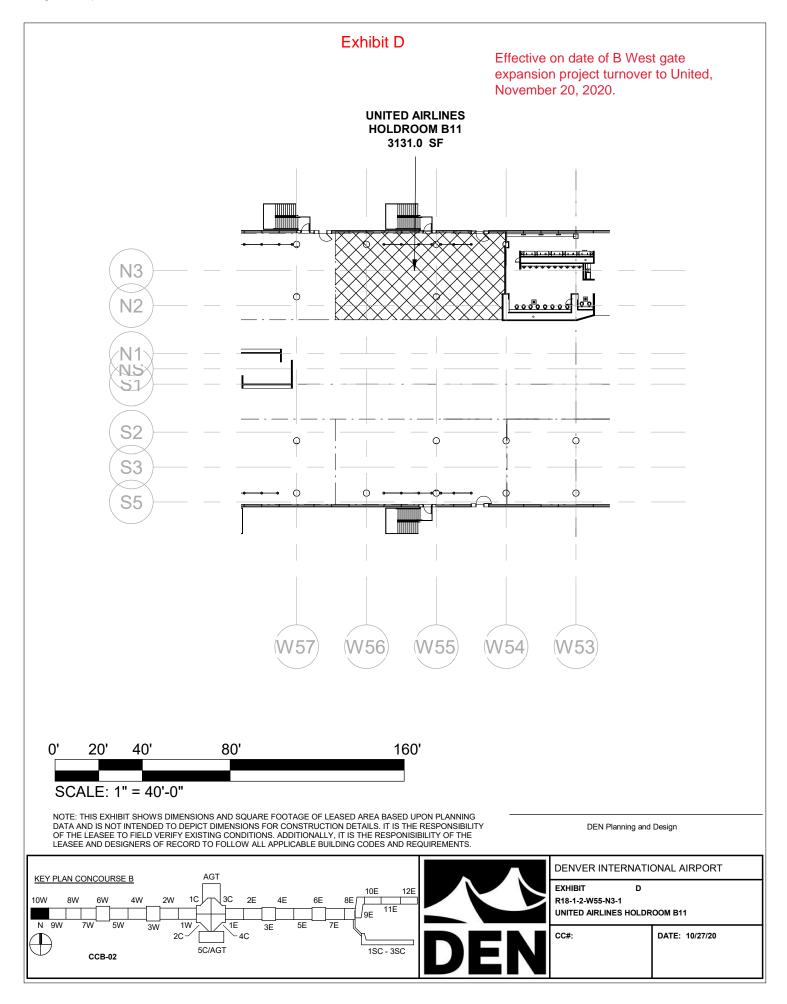
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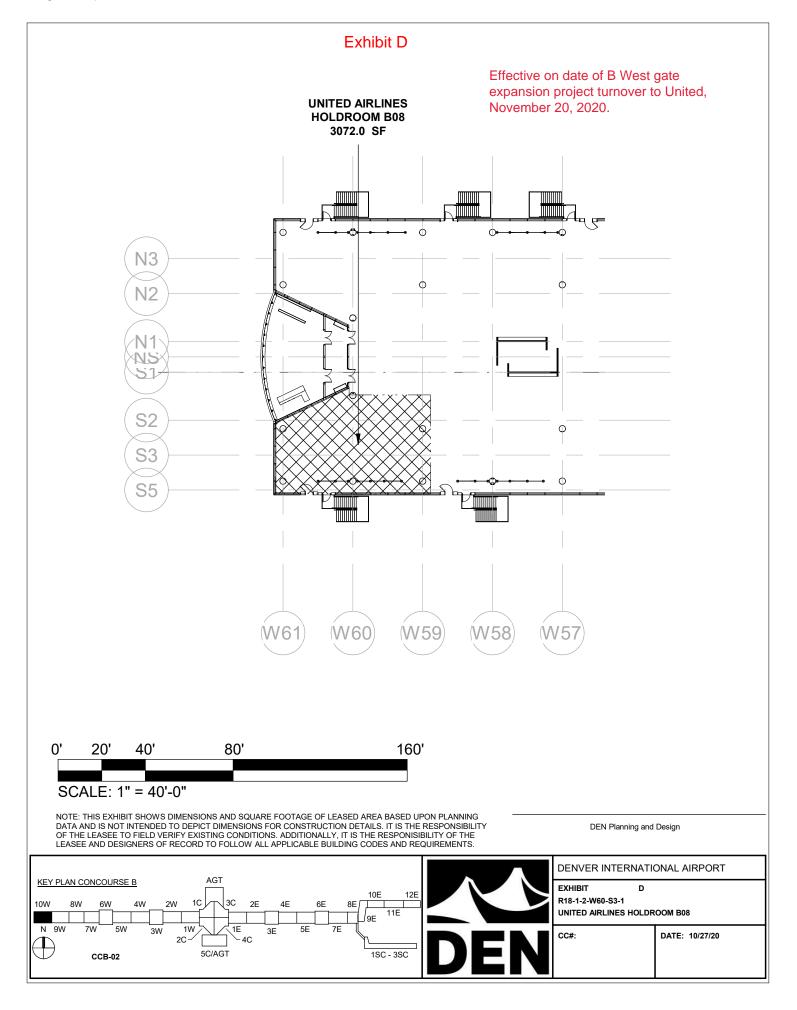


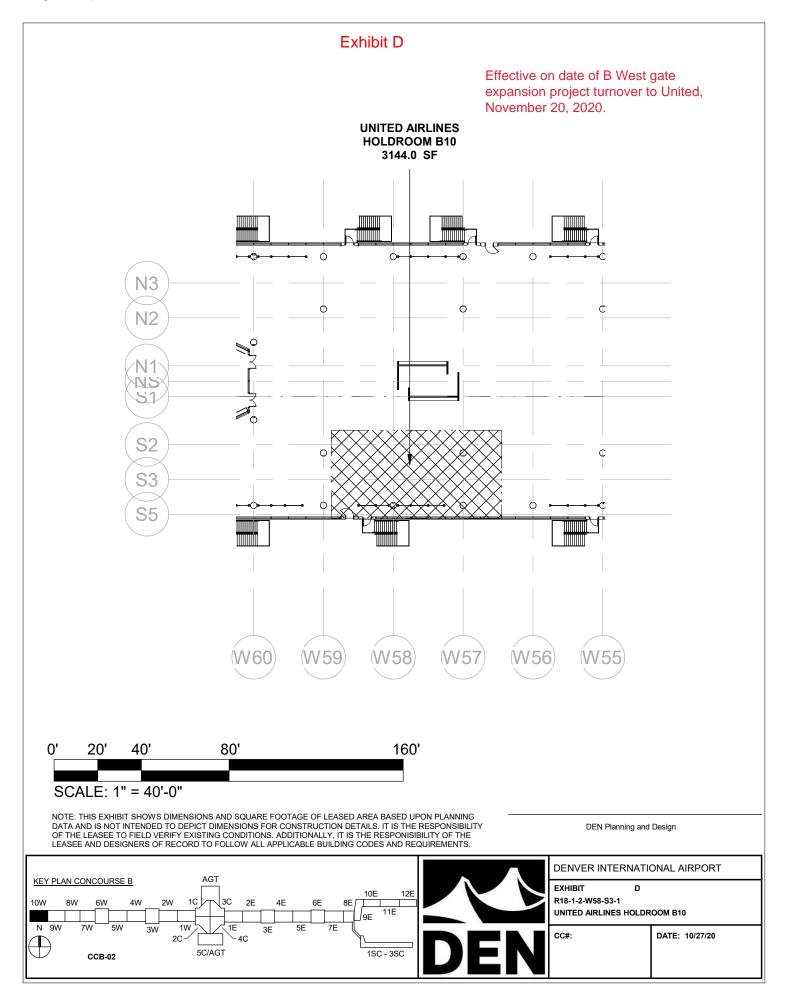
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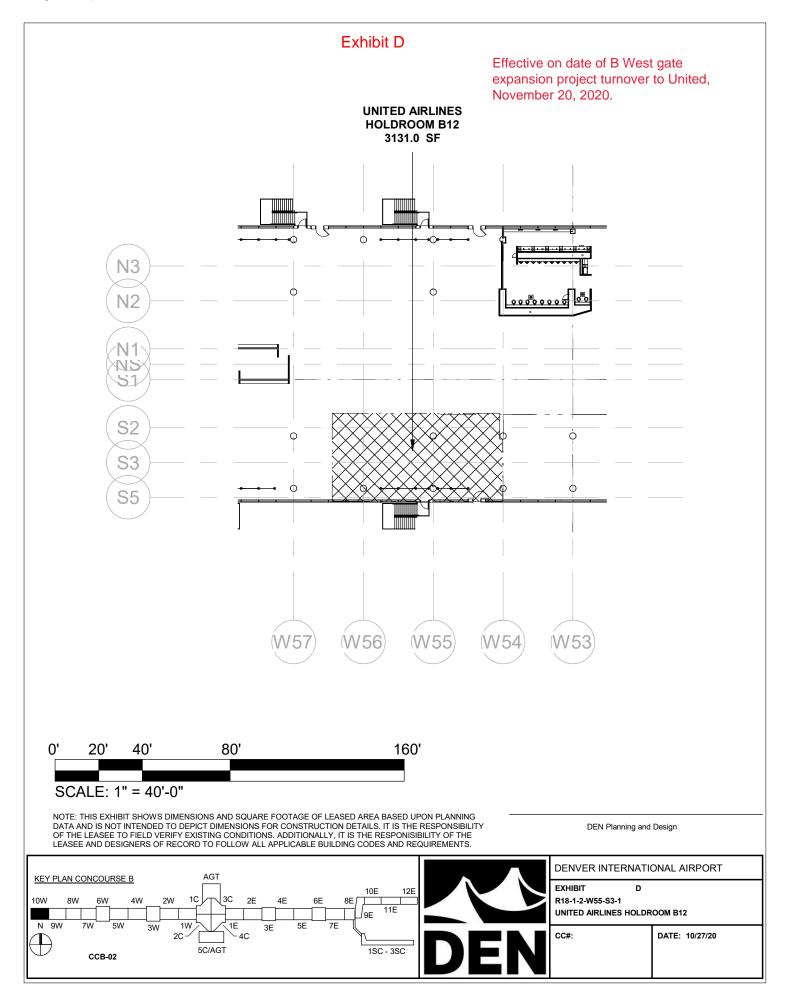


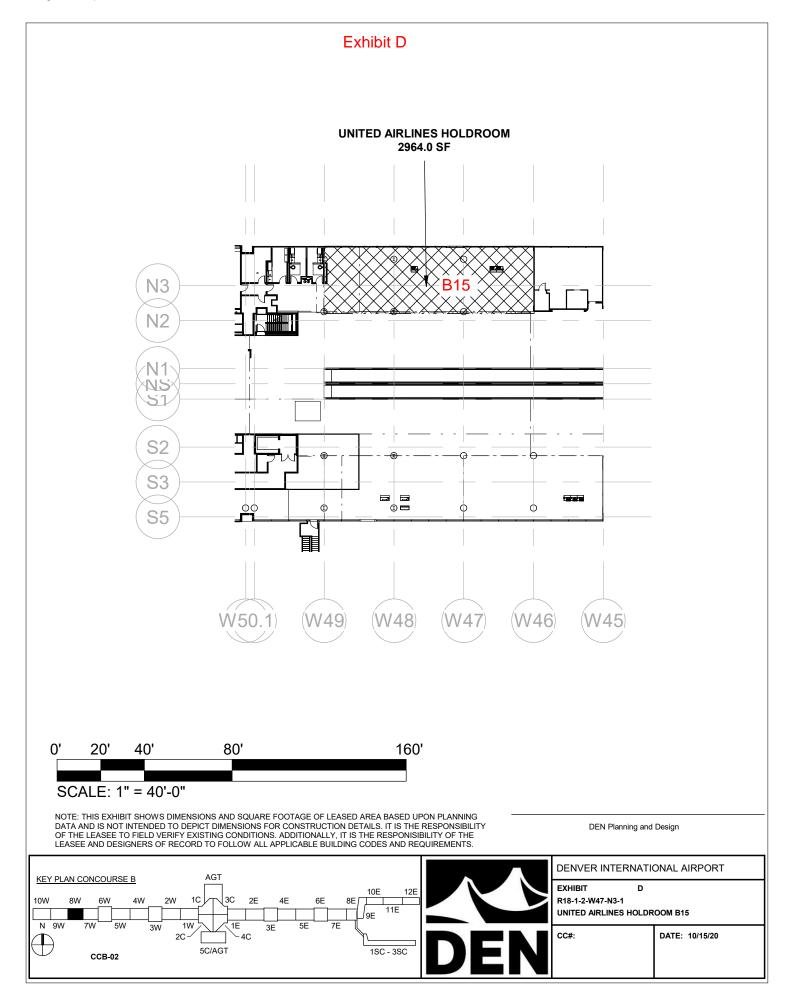


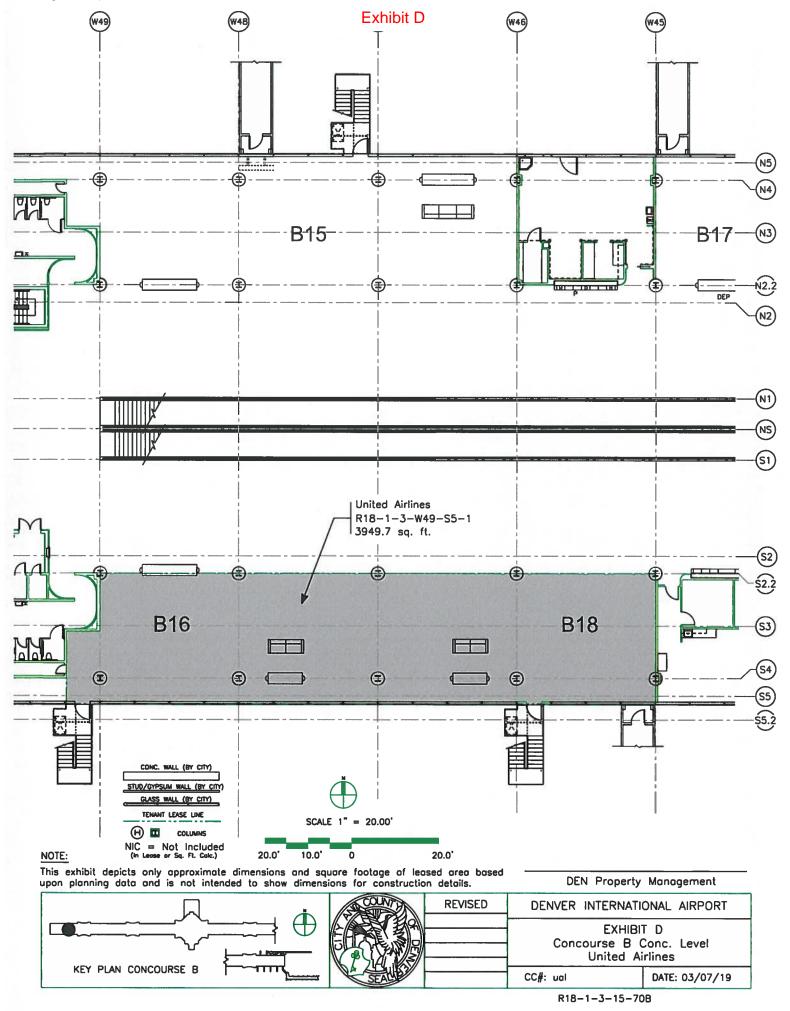


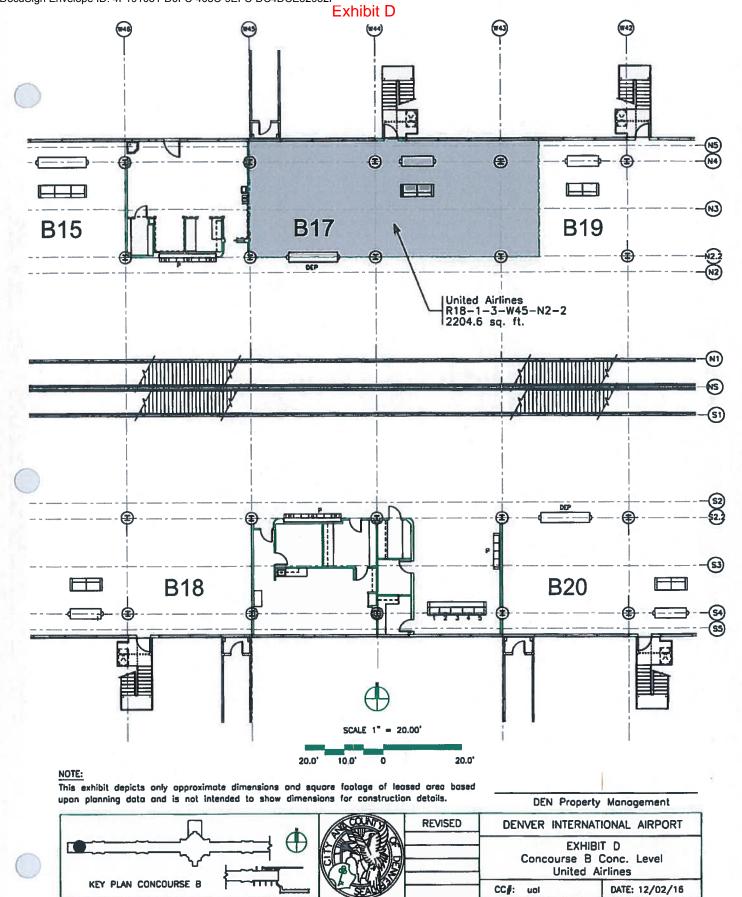




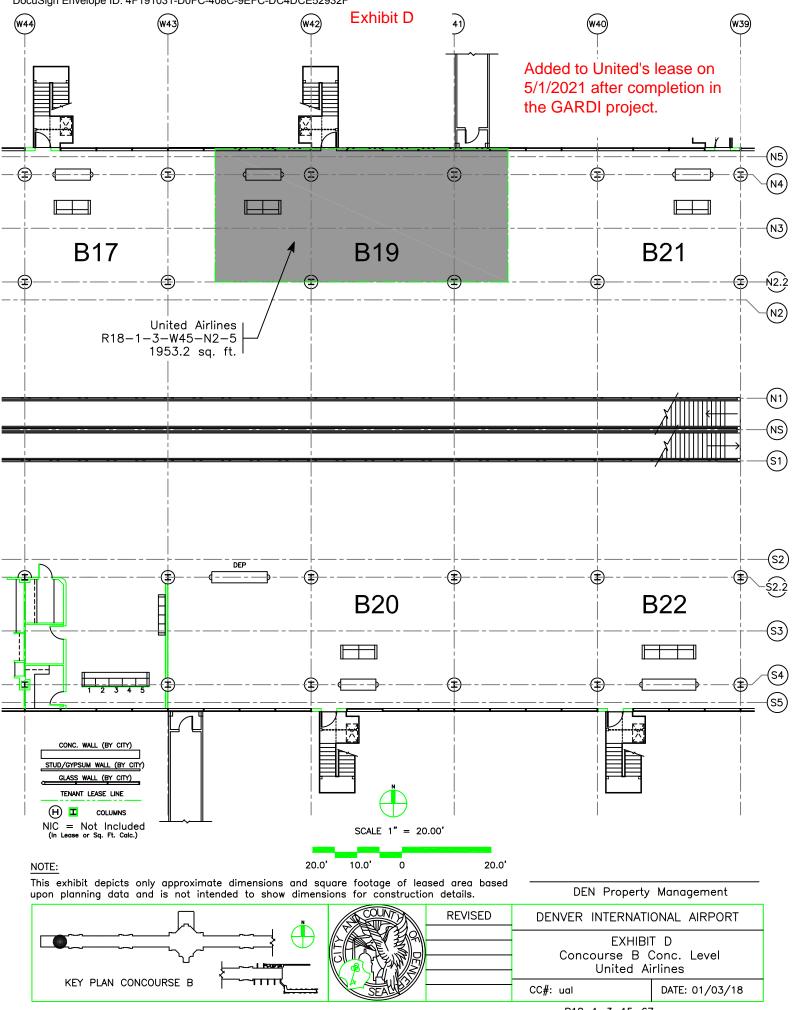


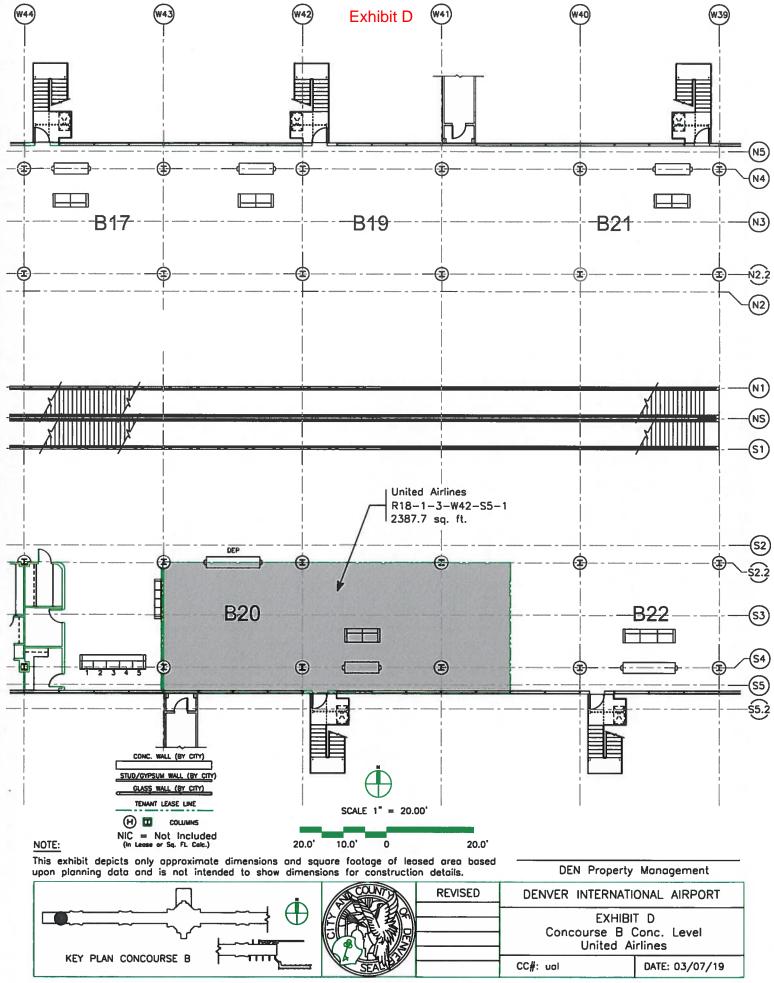


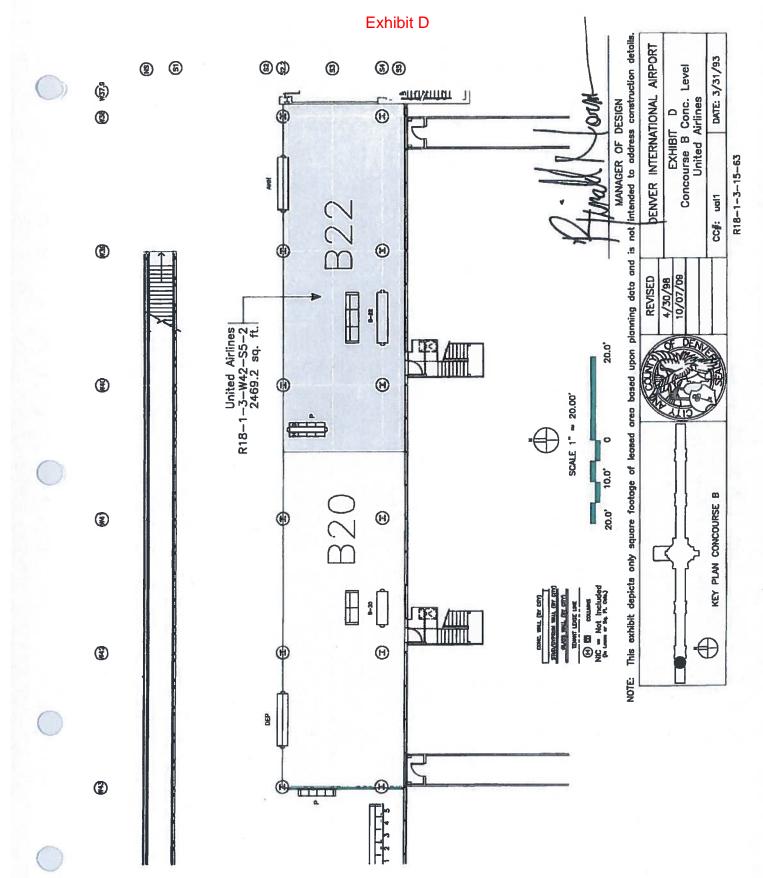


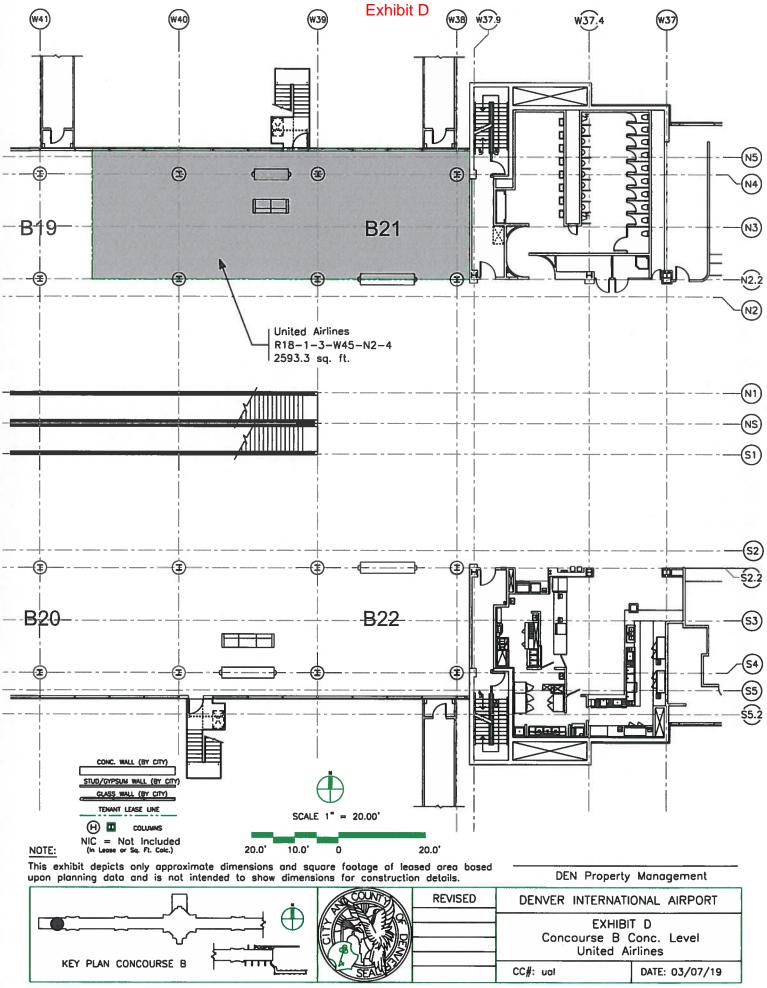


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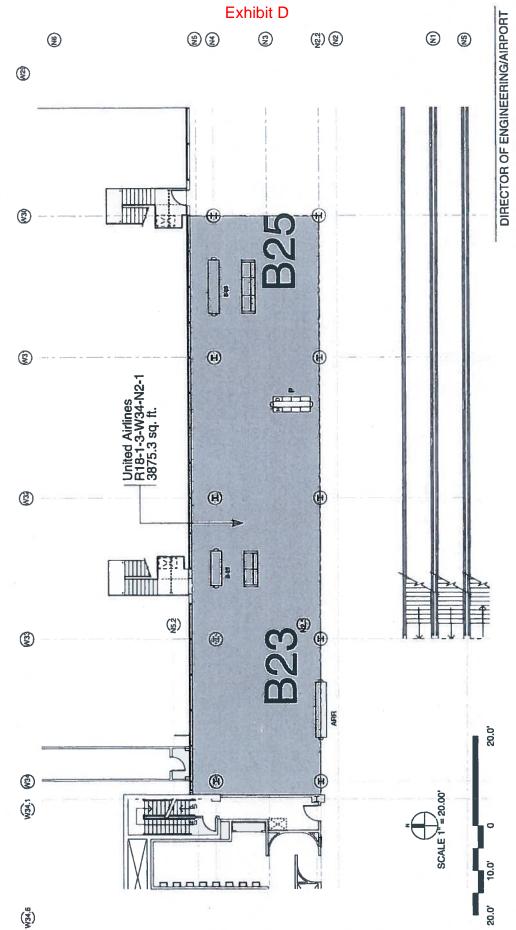


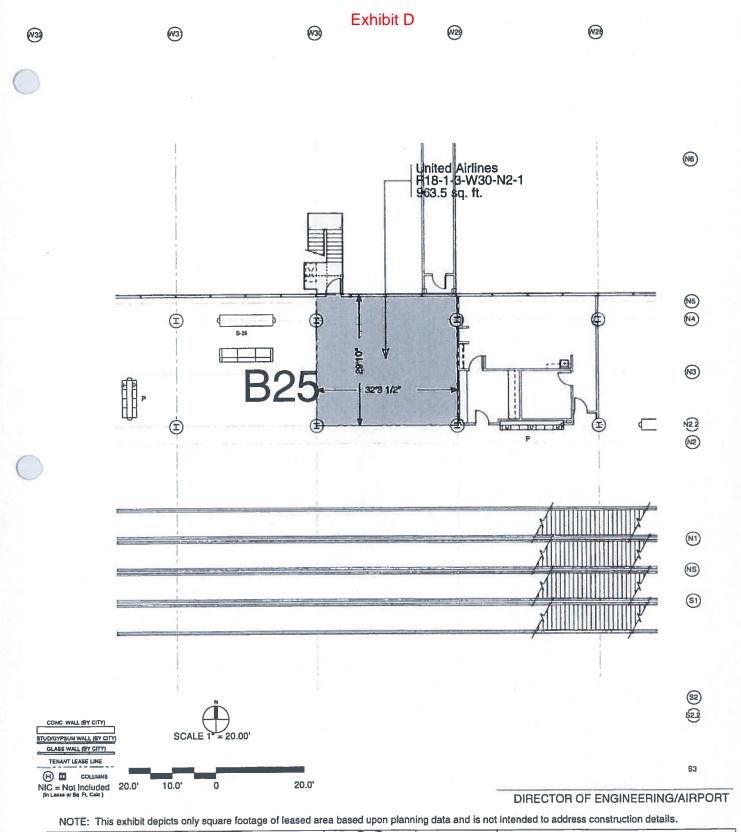
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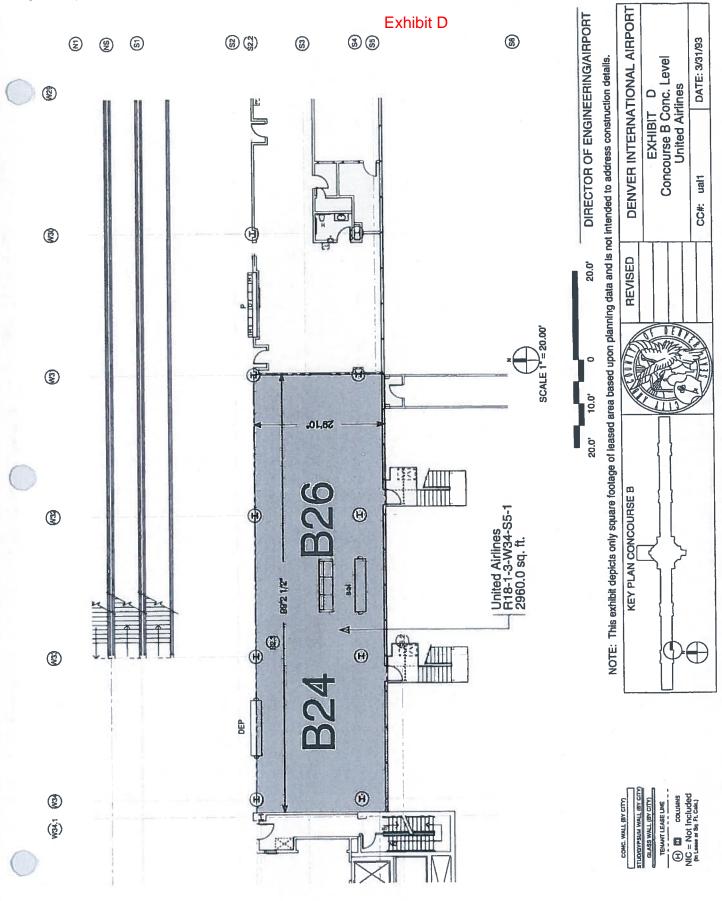
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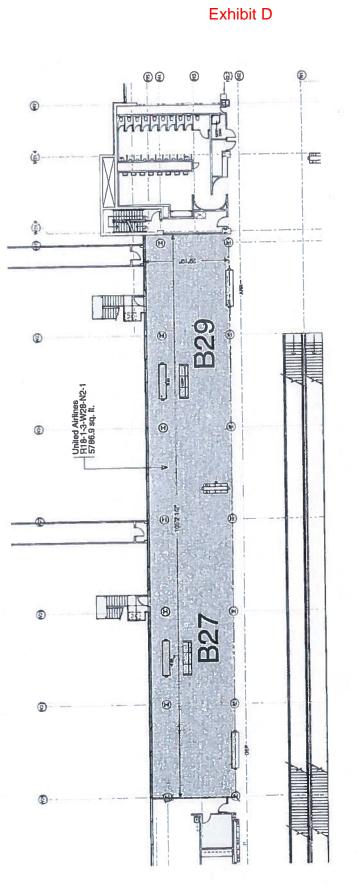
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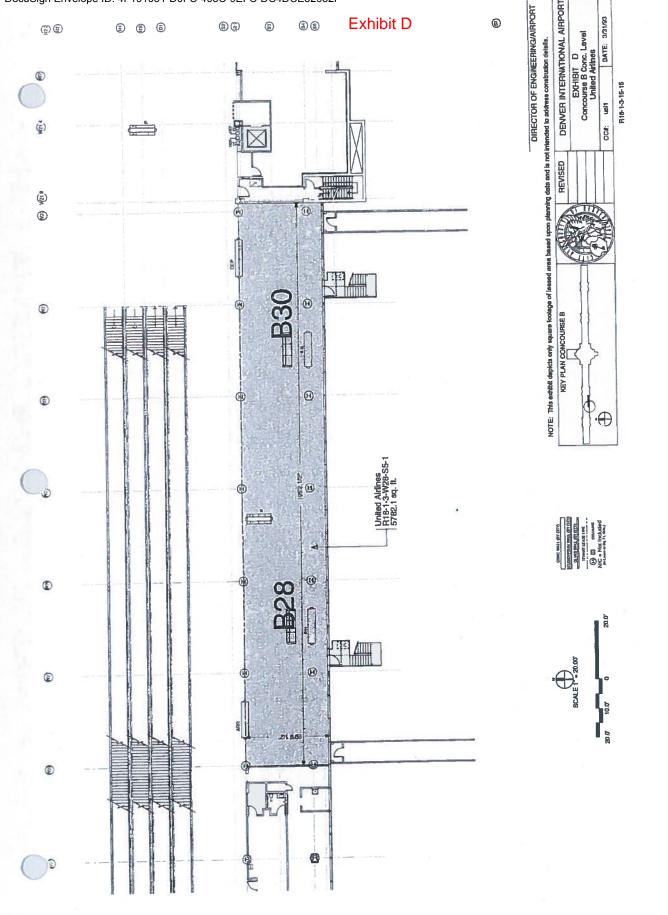
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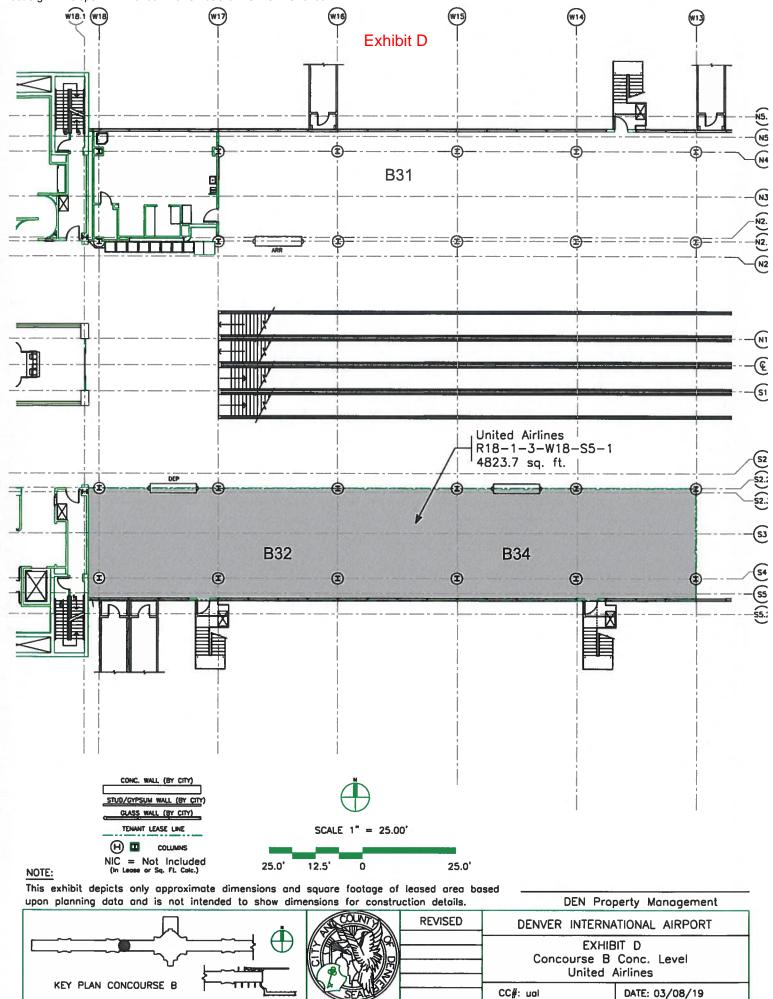


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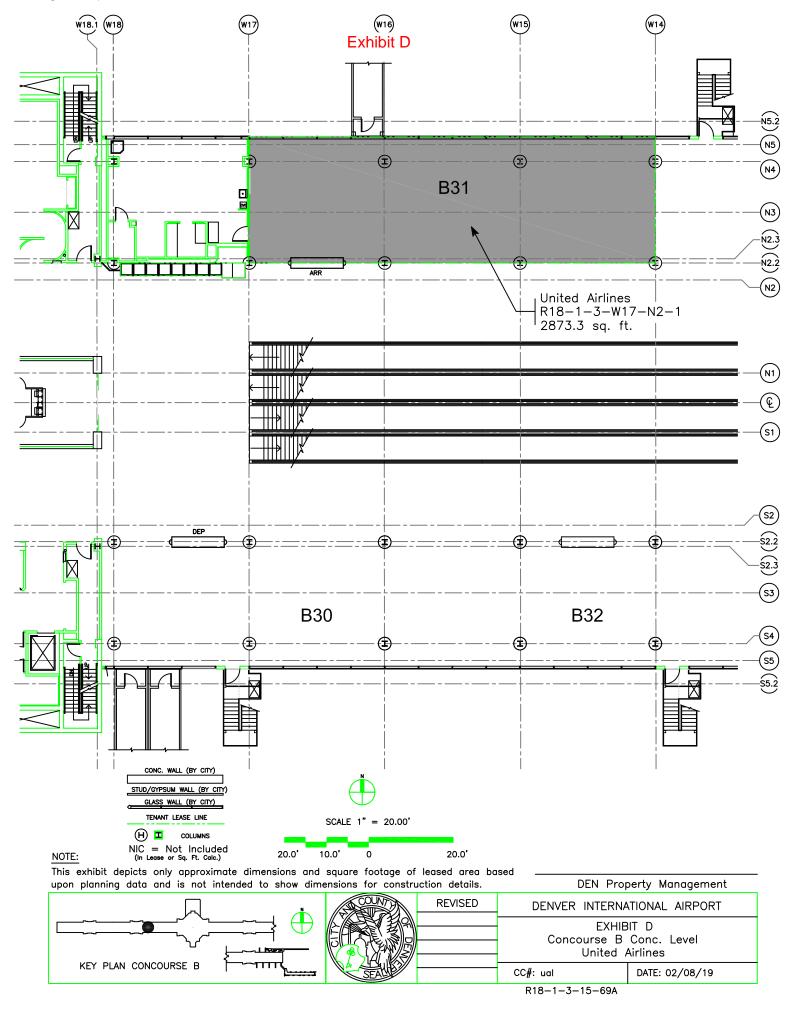


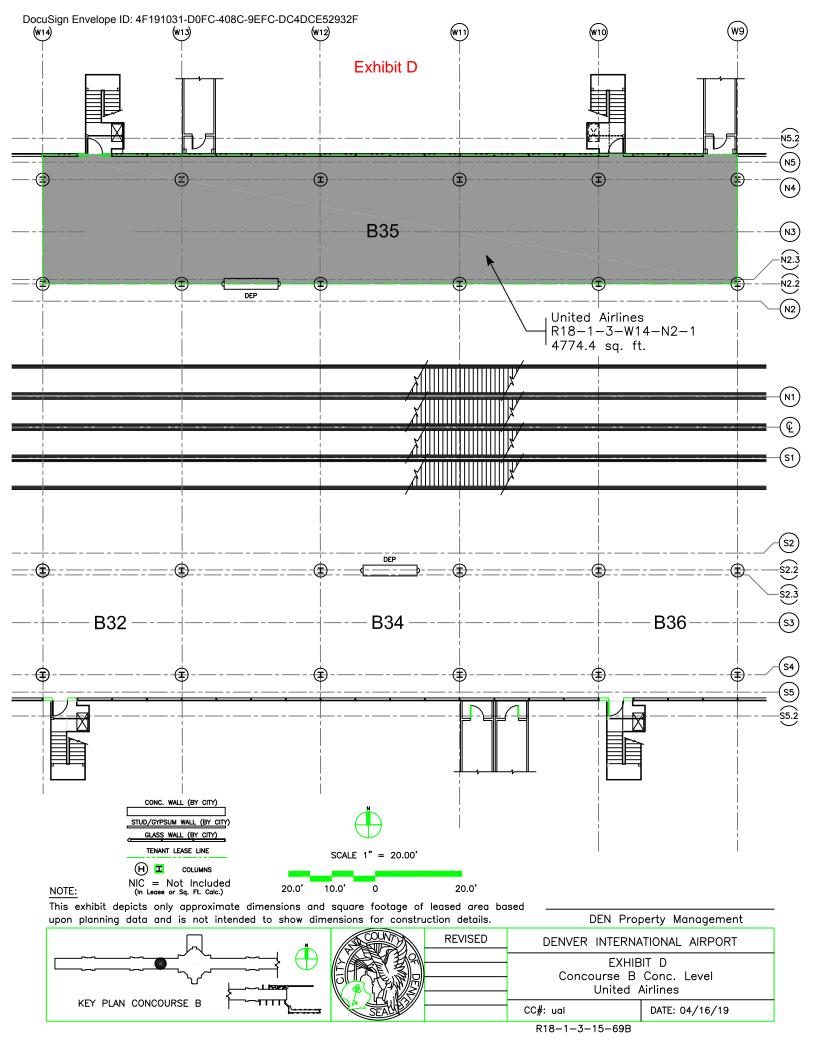


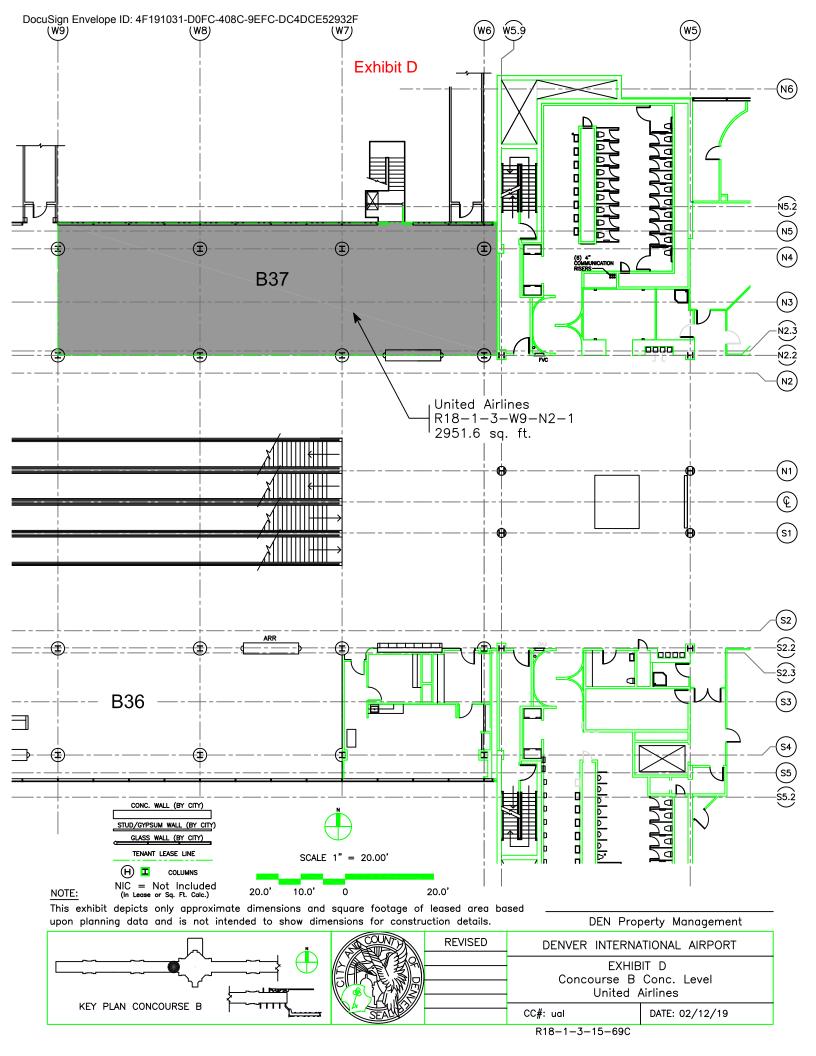
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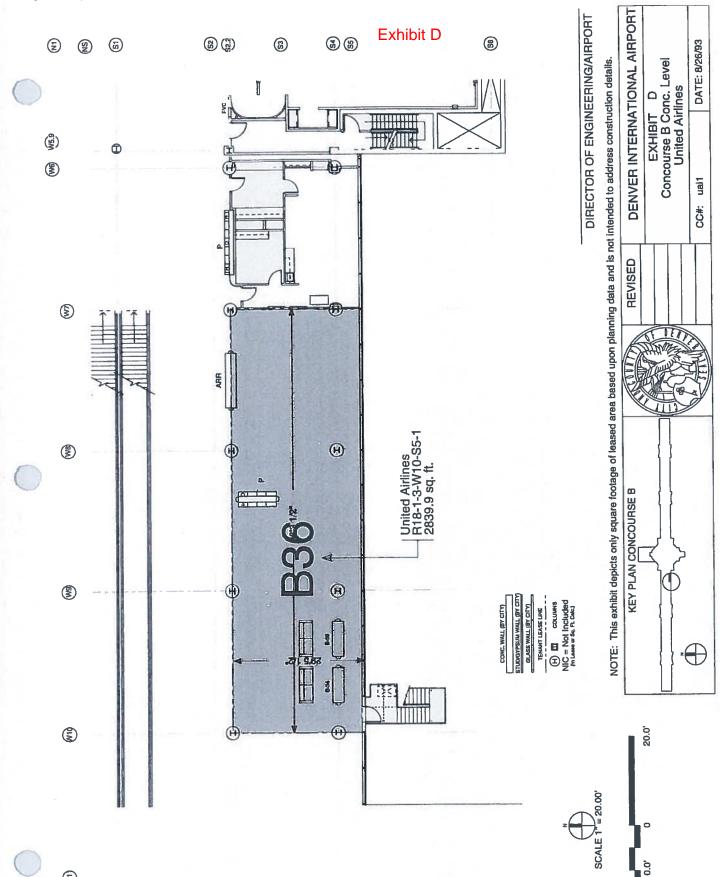


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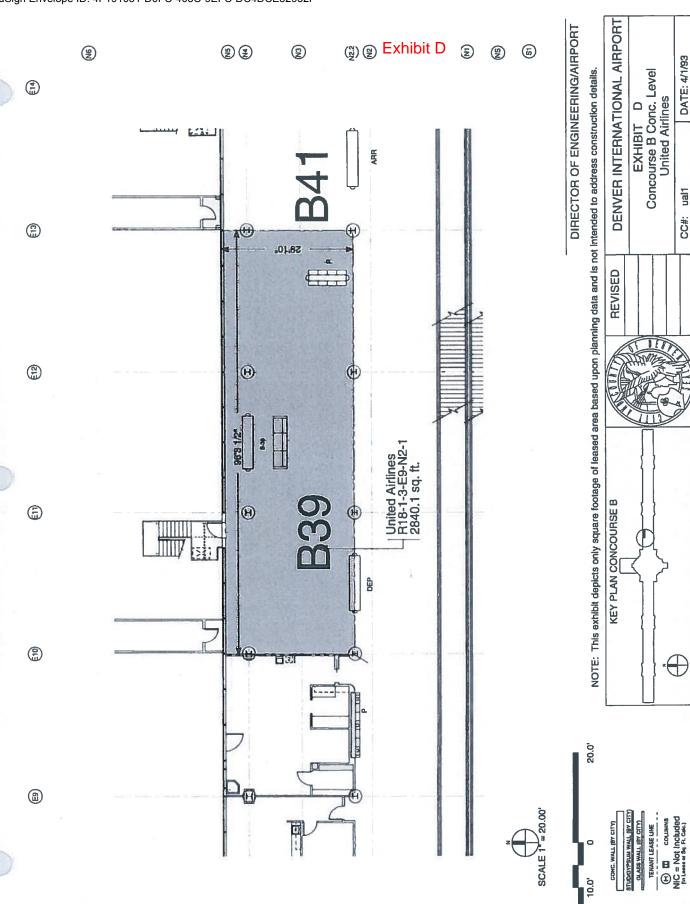


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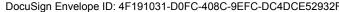
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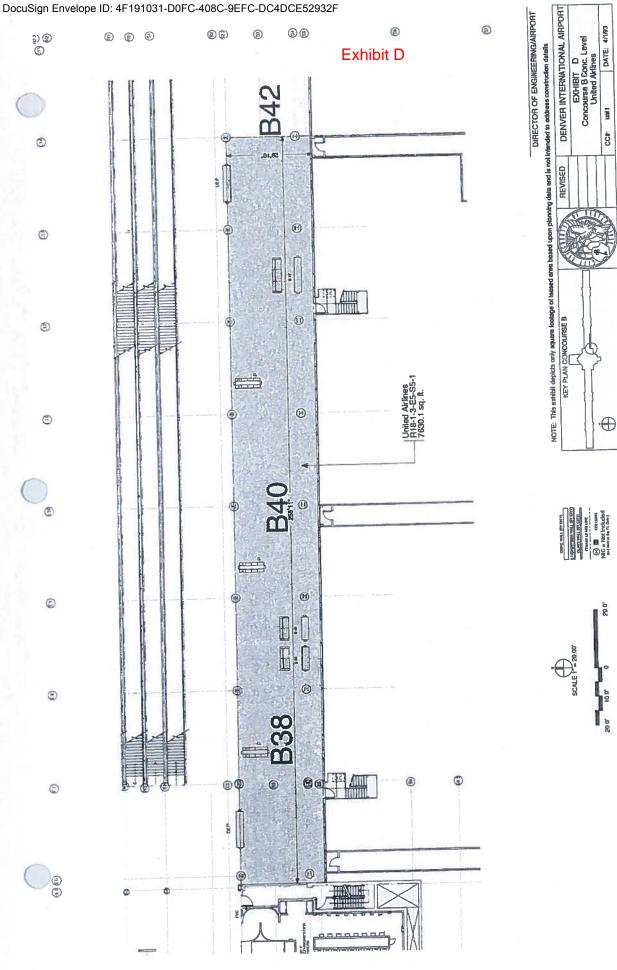


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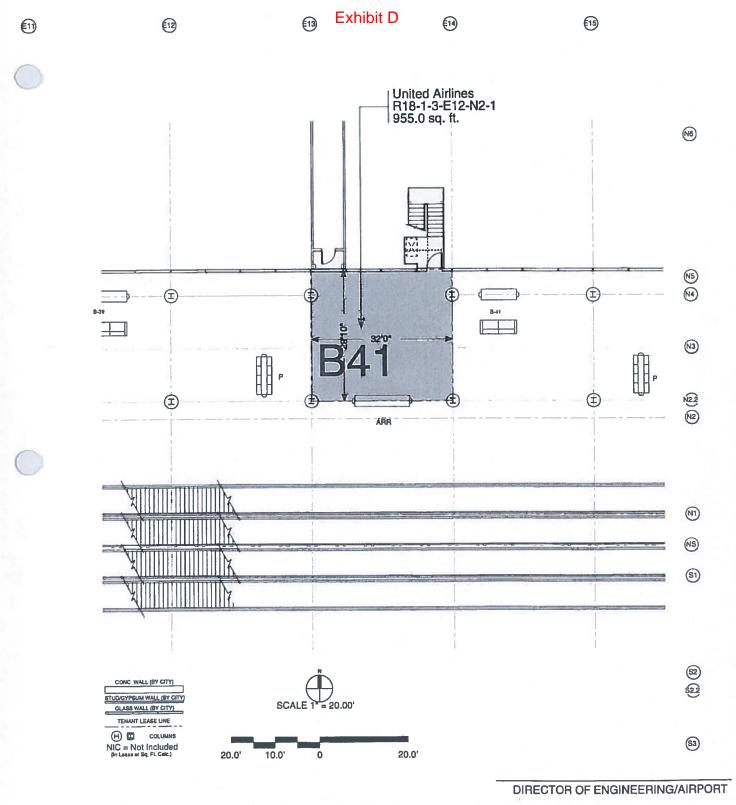




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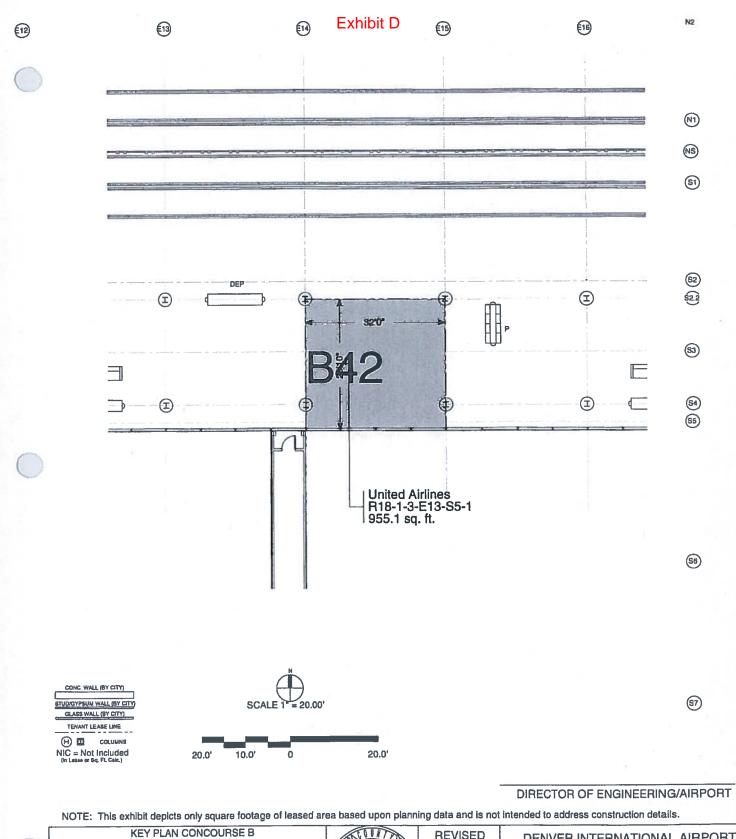
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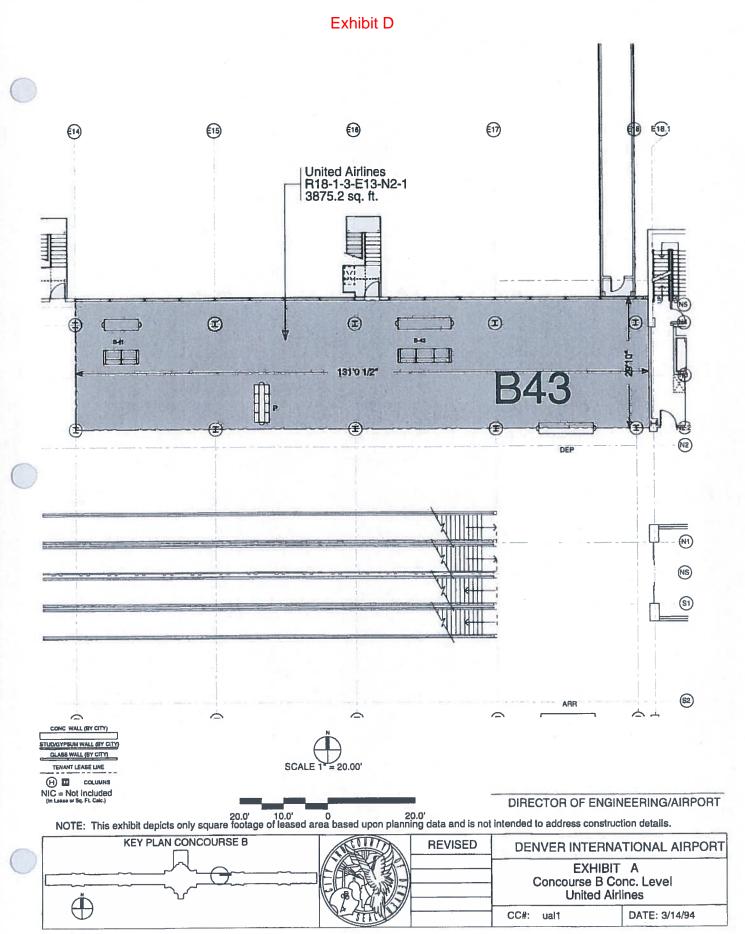
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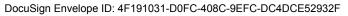


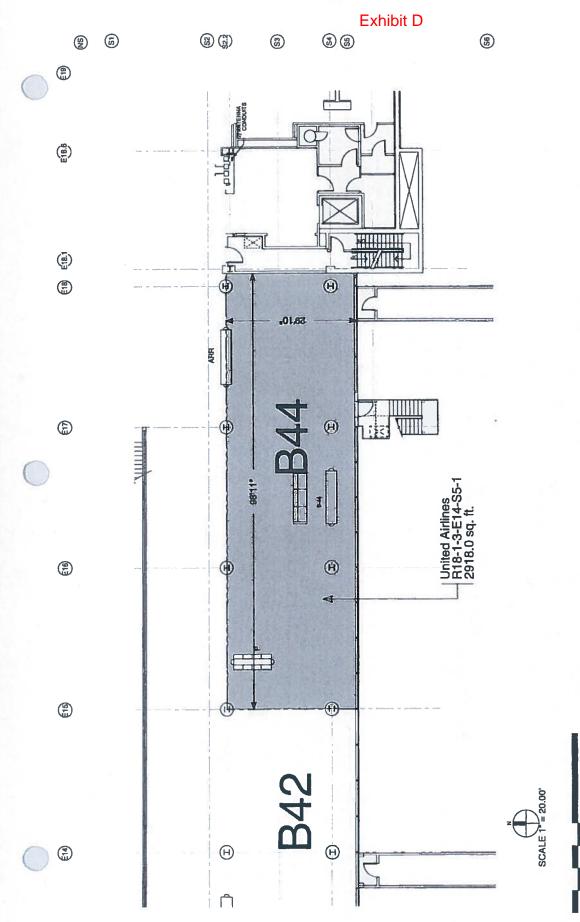


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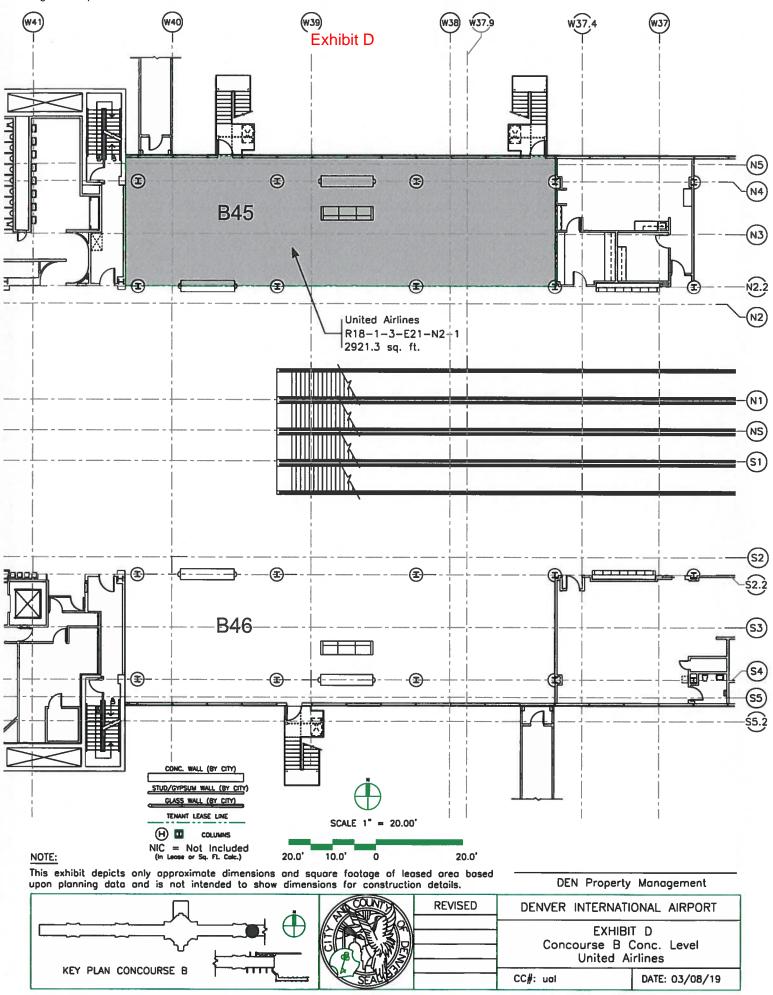
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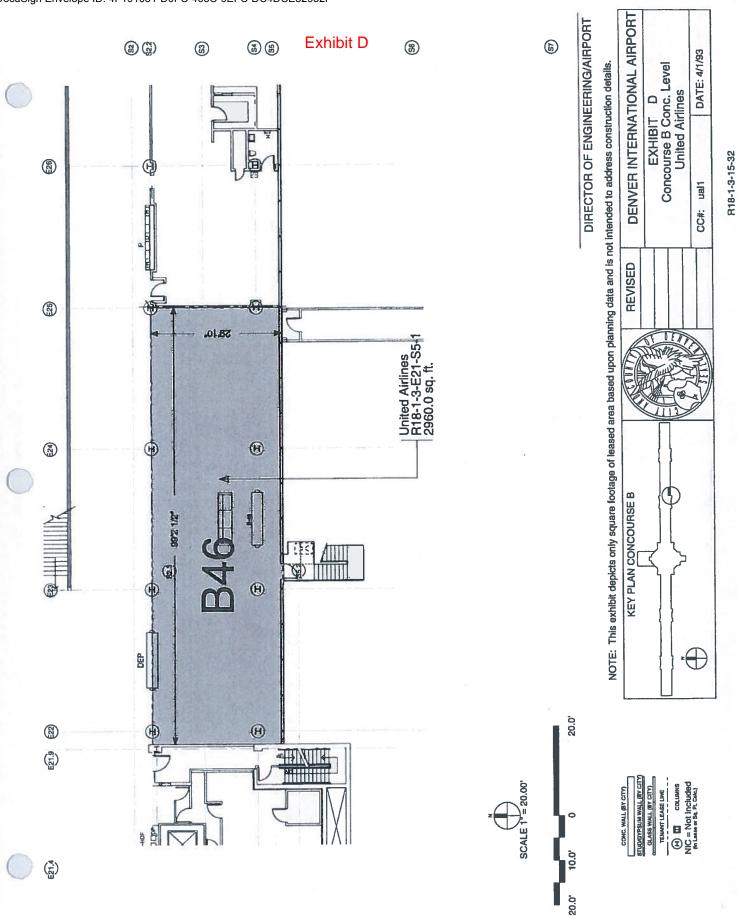
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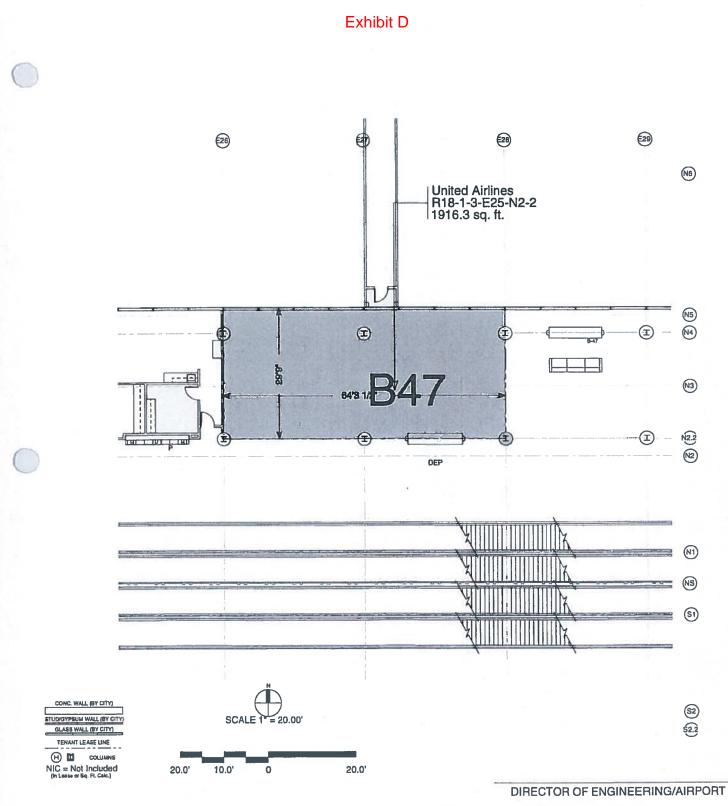
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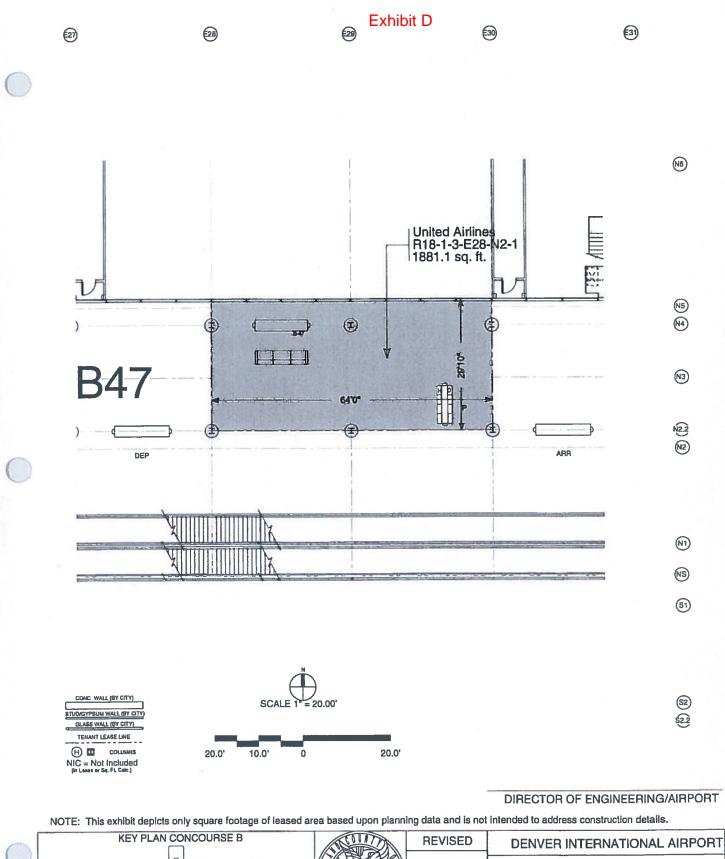
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NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

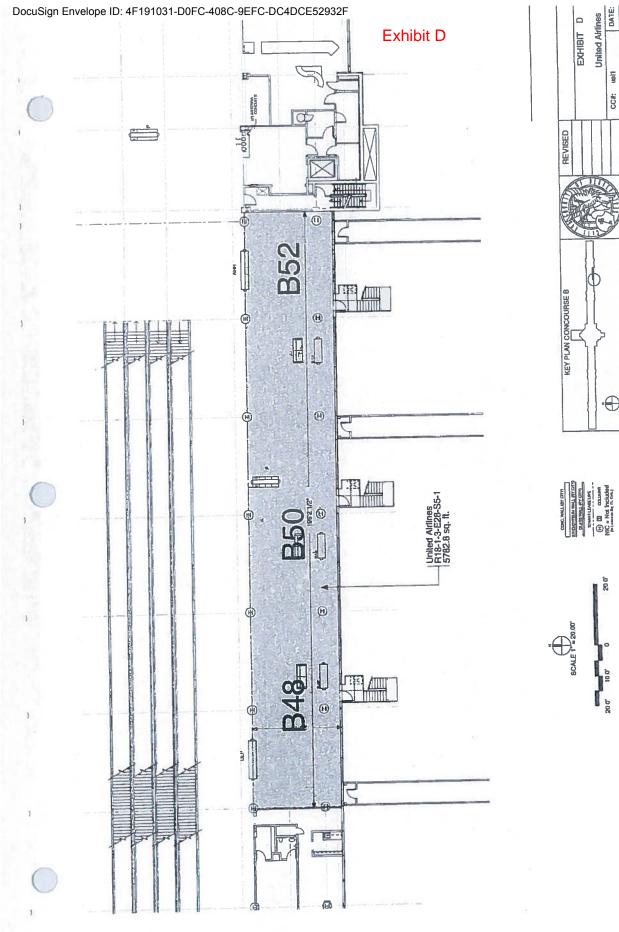
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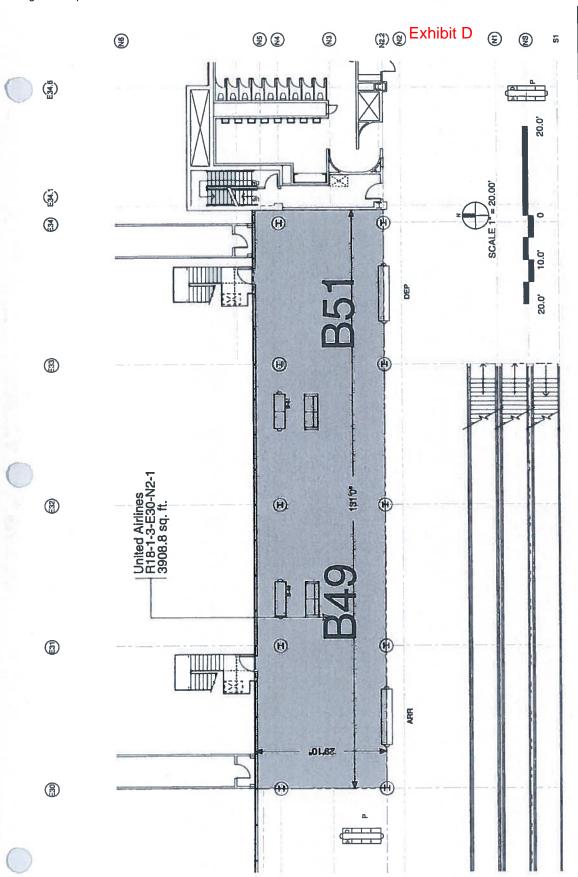
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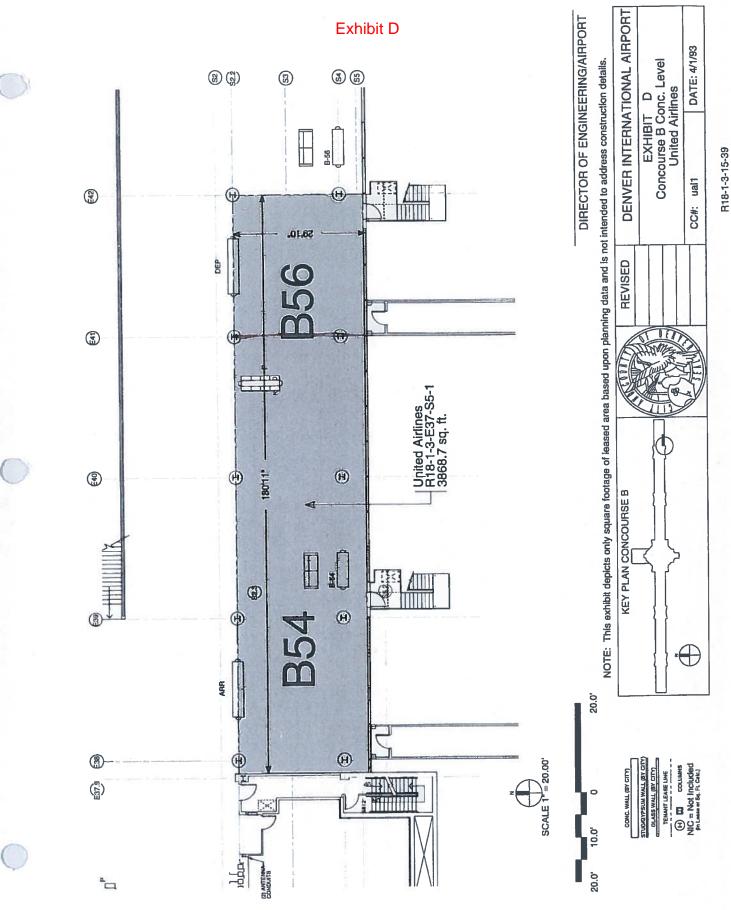
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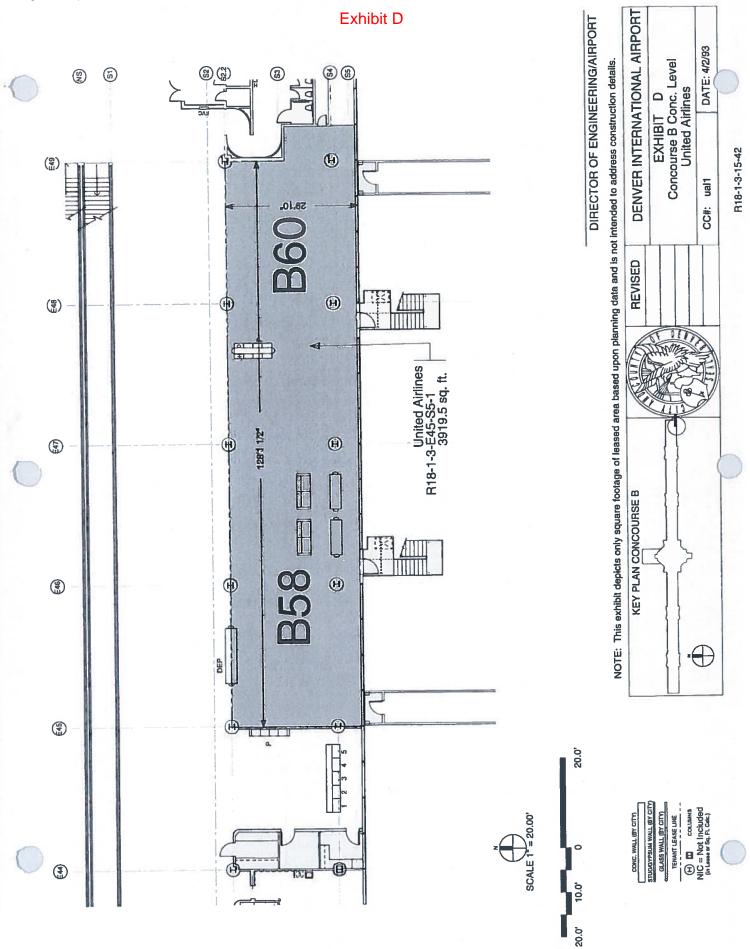
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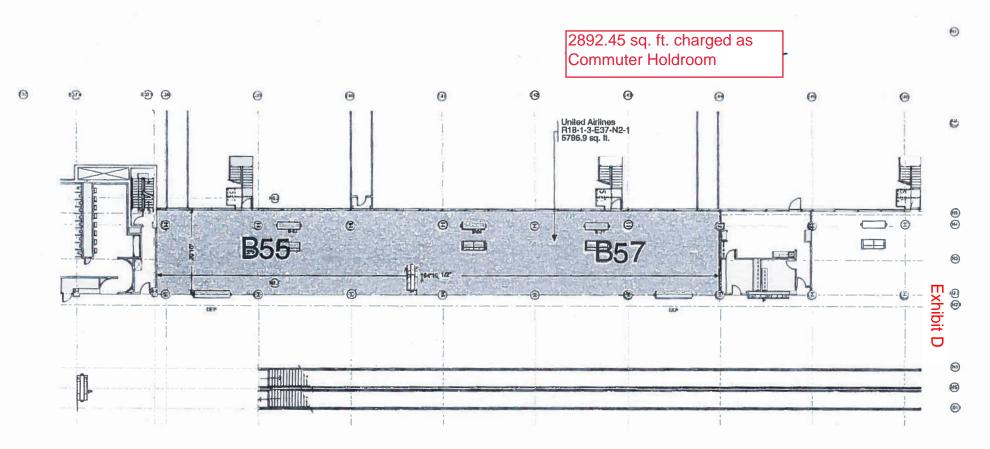


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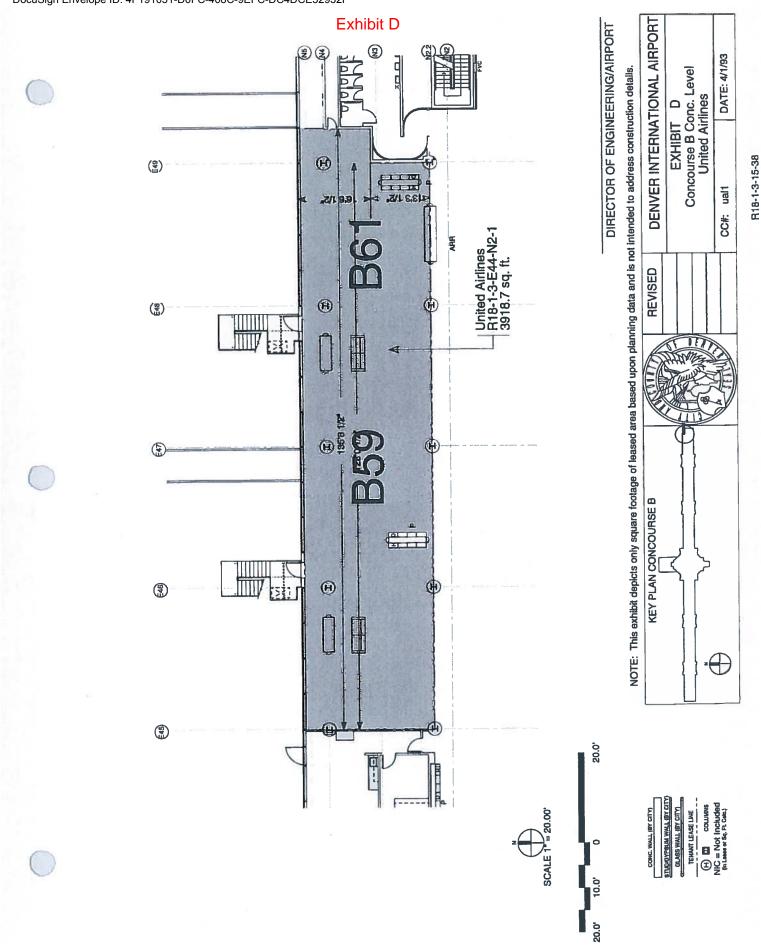
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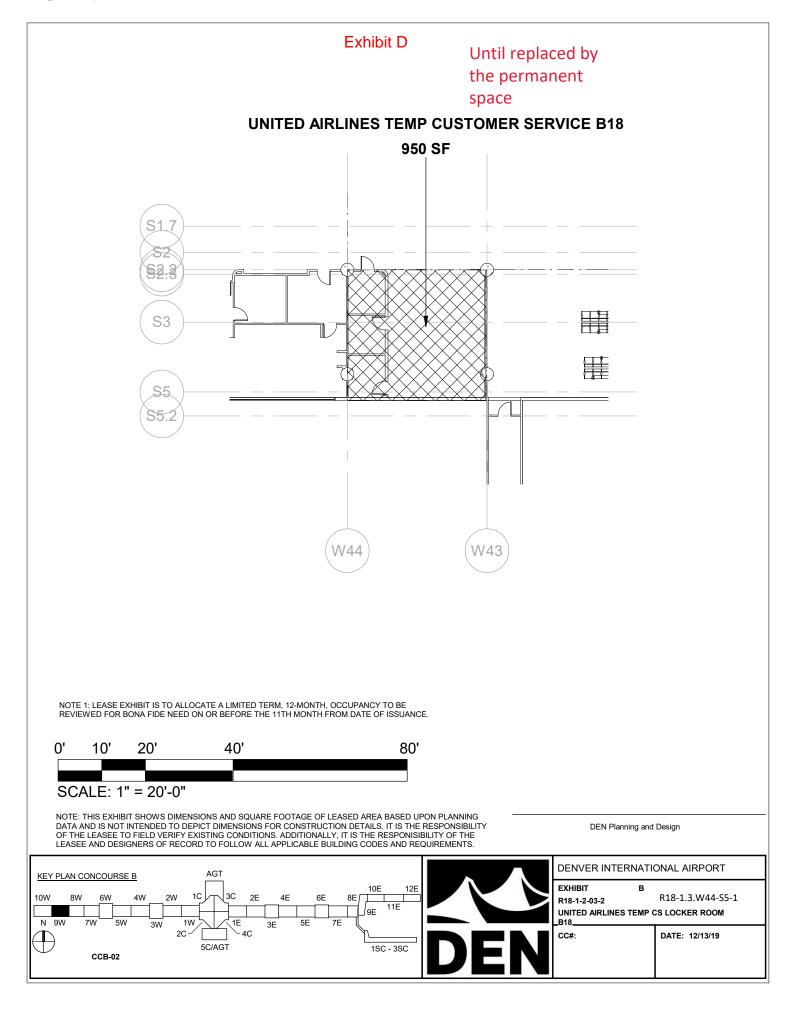
DIRECTOR OF ENGINEERING/AIRPORT

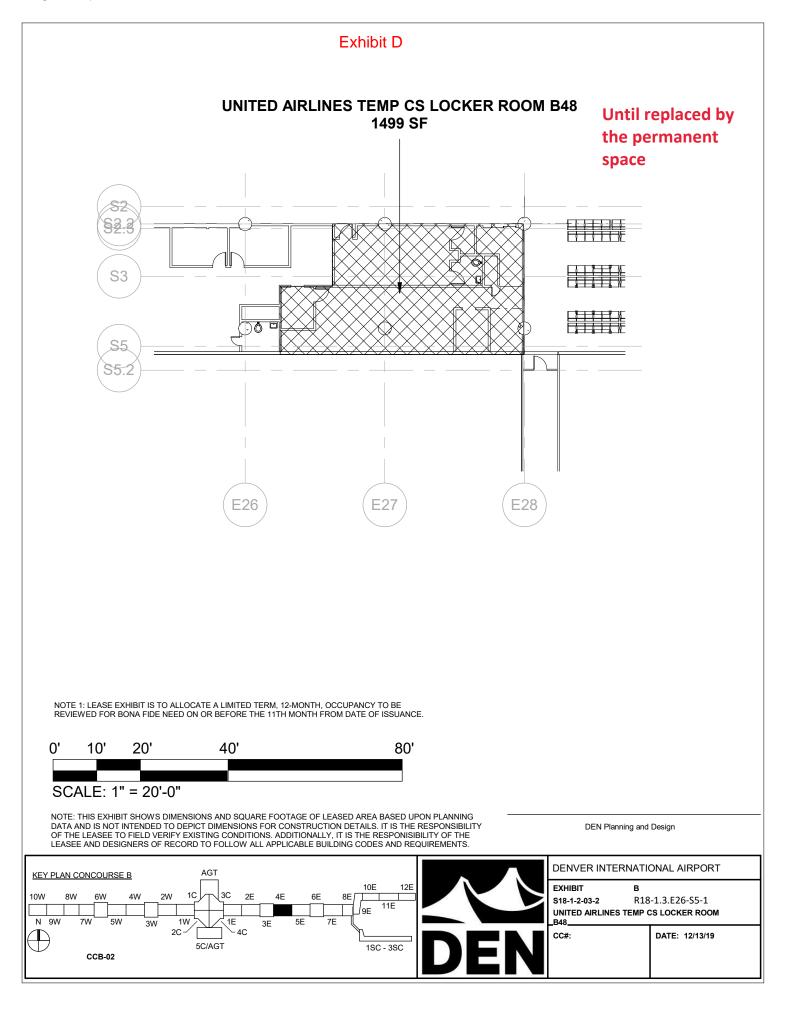


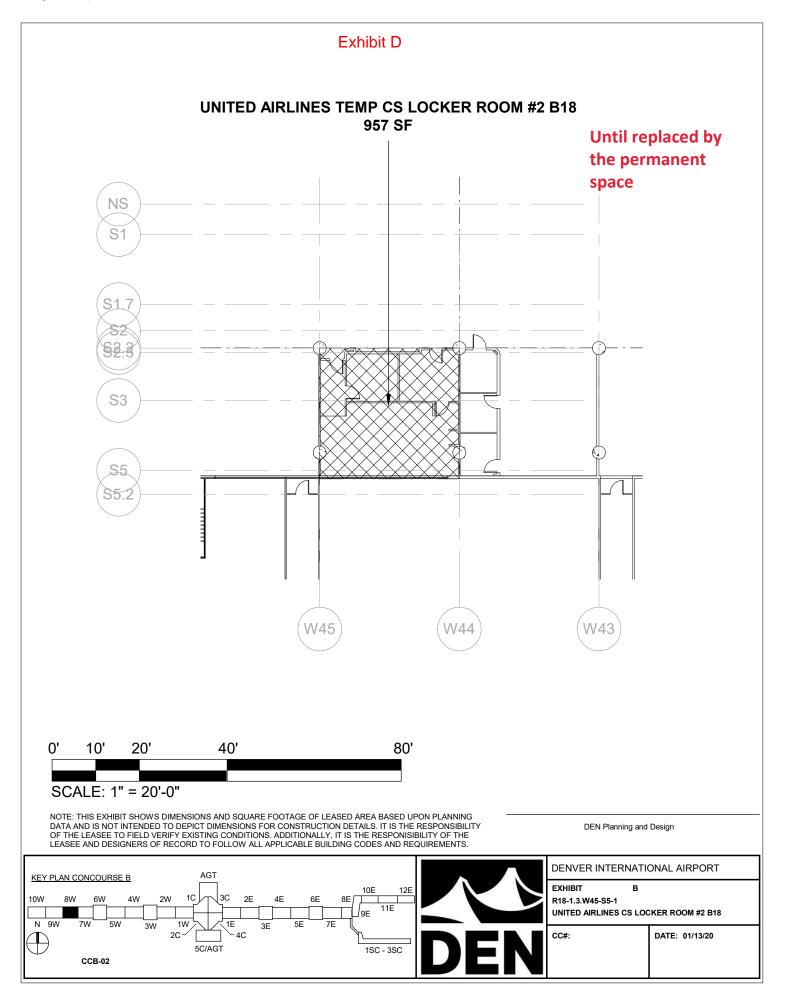


R18-1-3-15-36









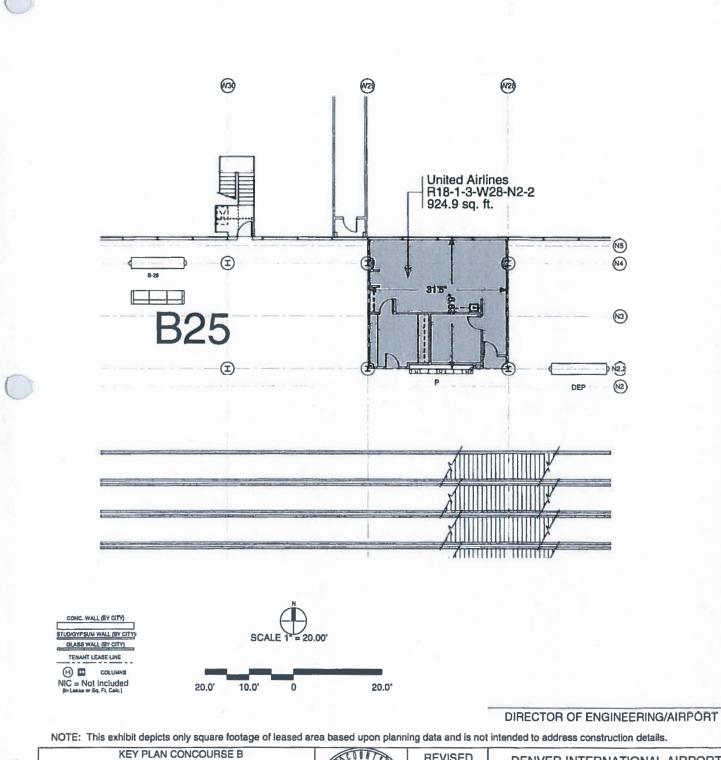
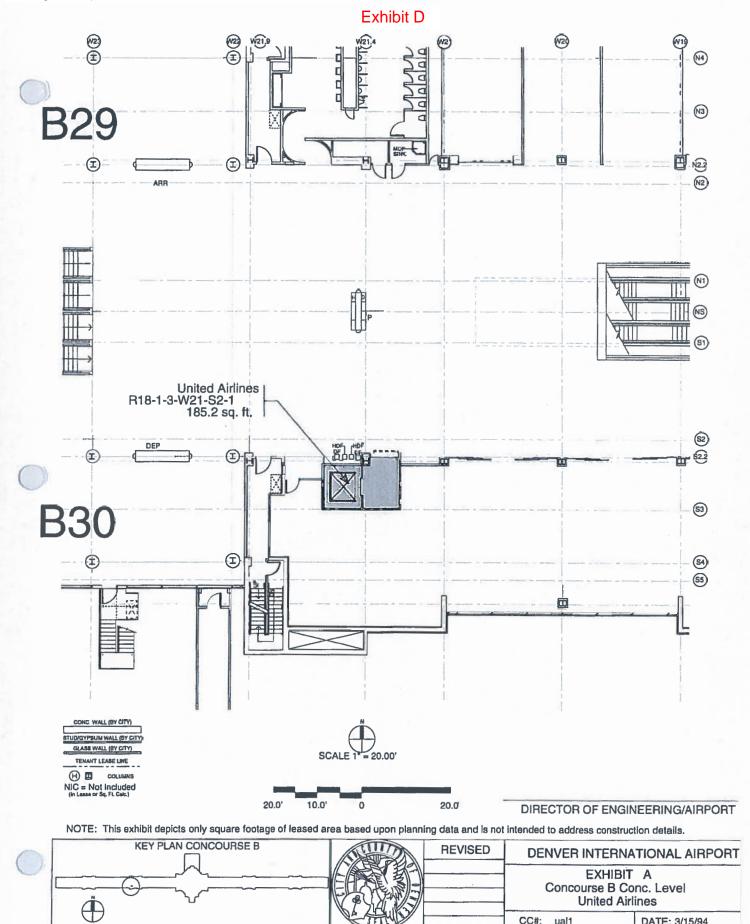


Exhibit D

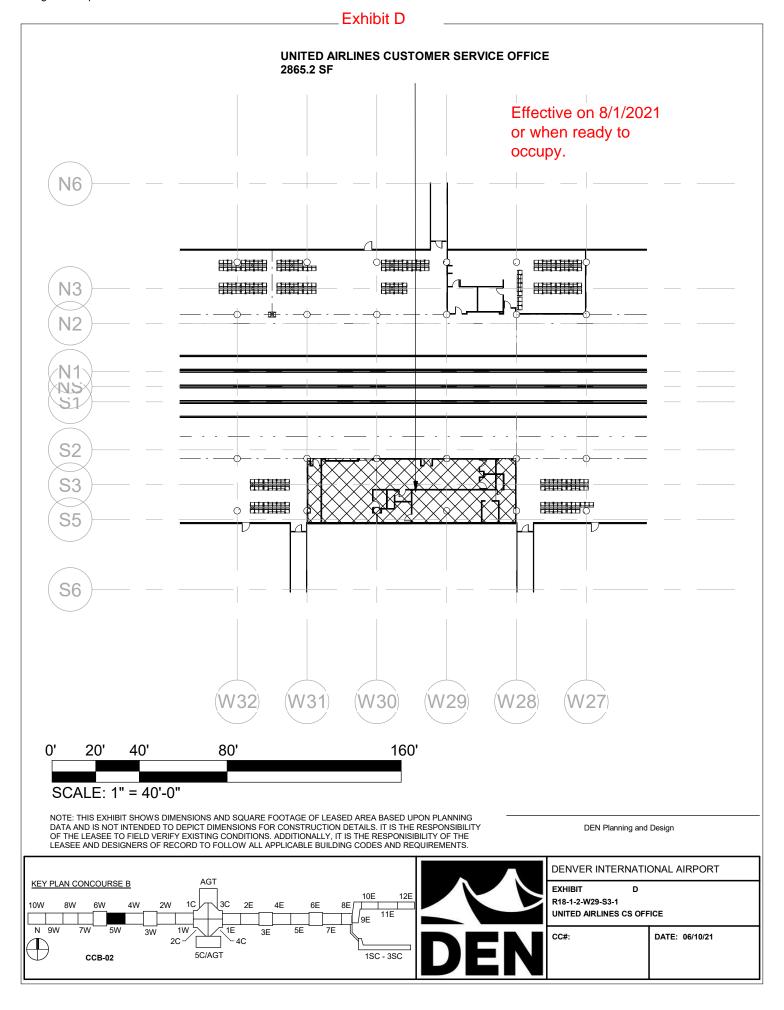


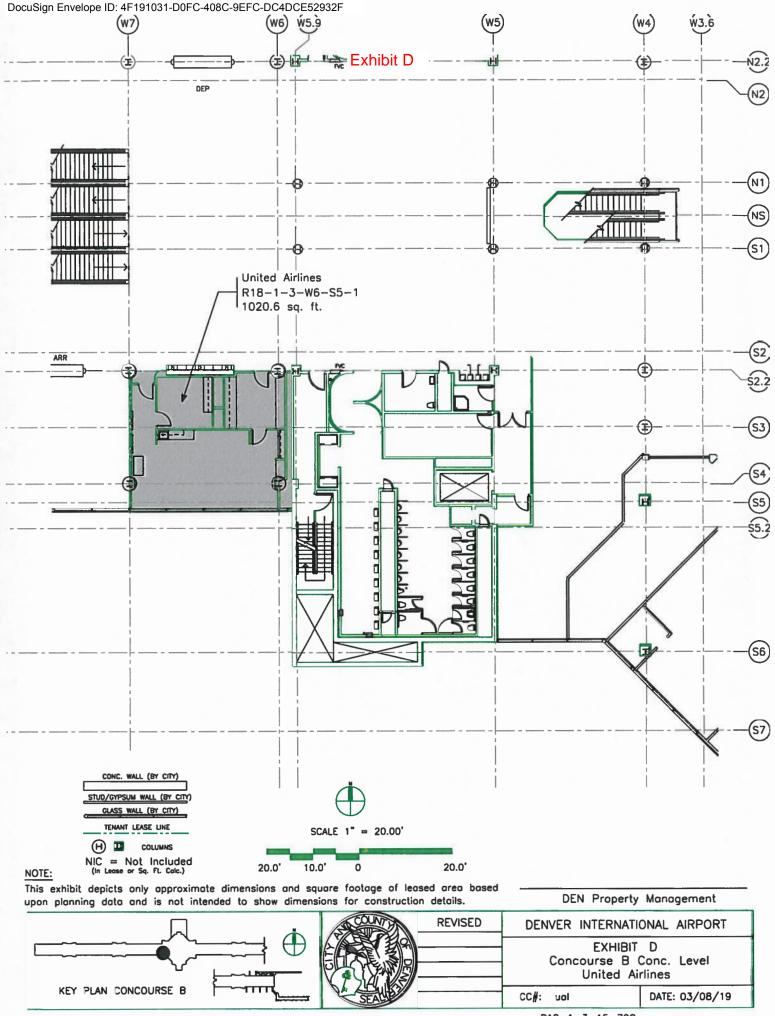


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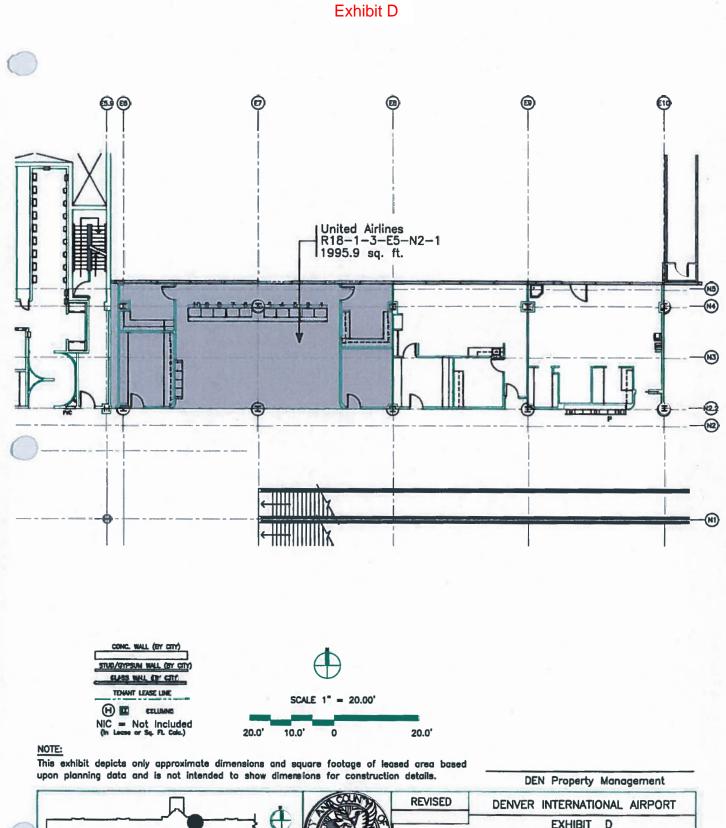
DATE: 3/15/94

CC#:

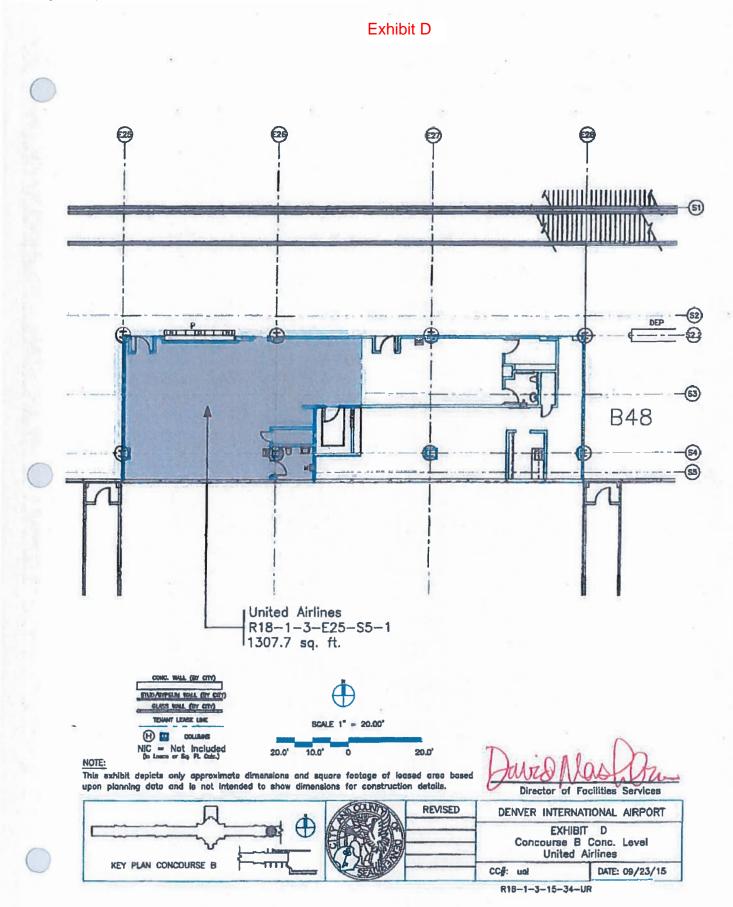




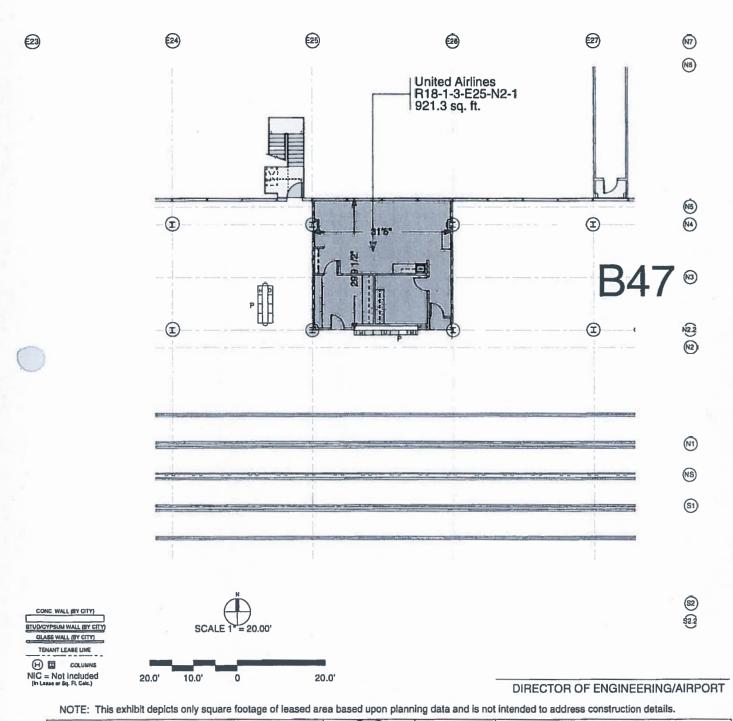
R18-1-3-15-70G













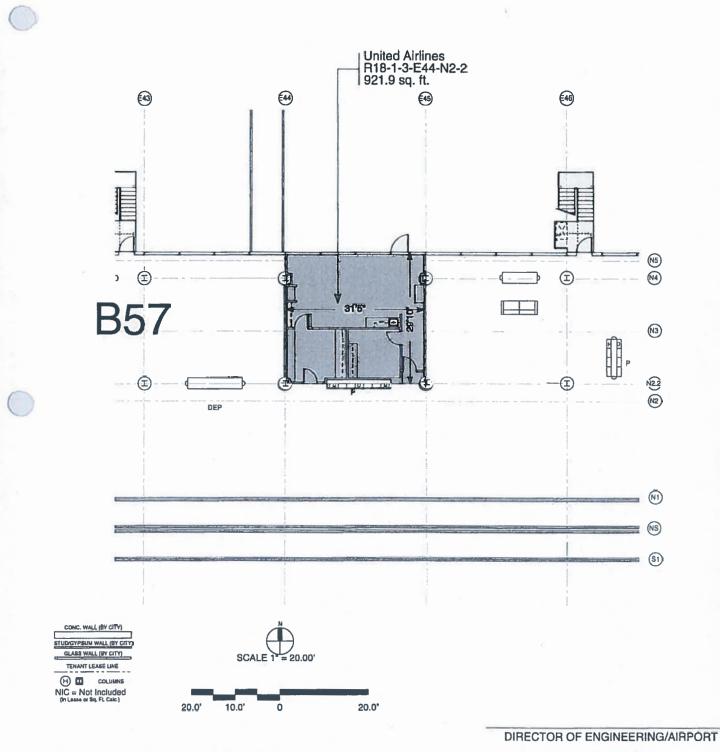
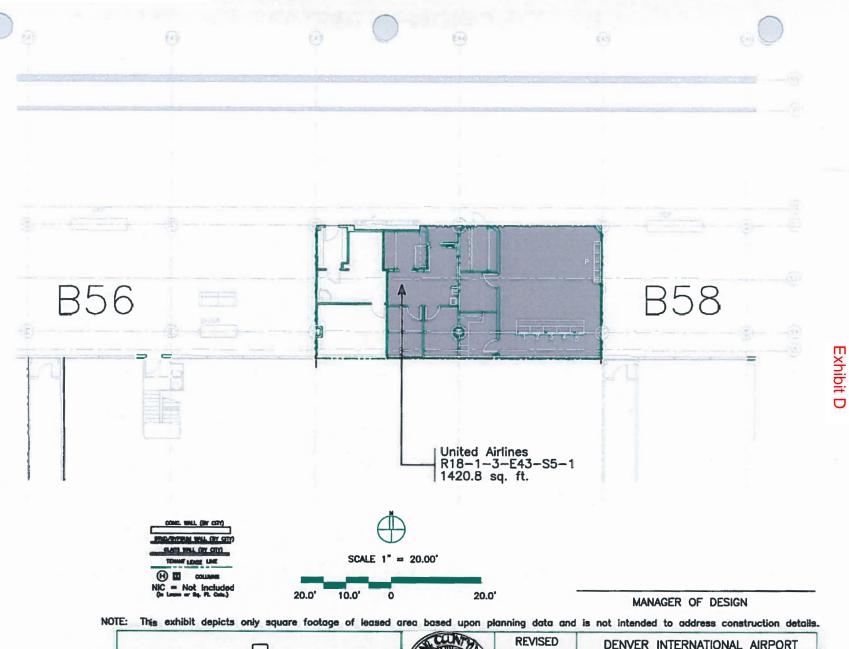


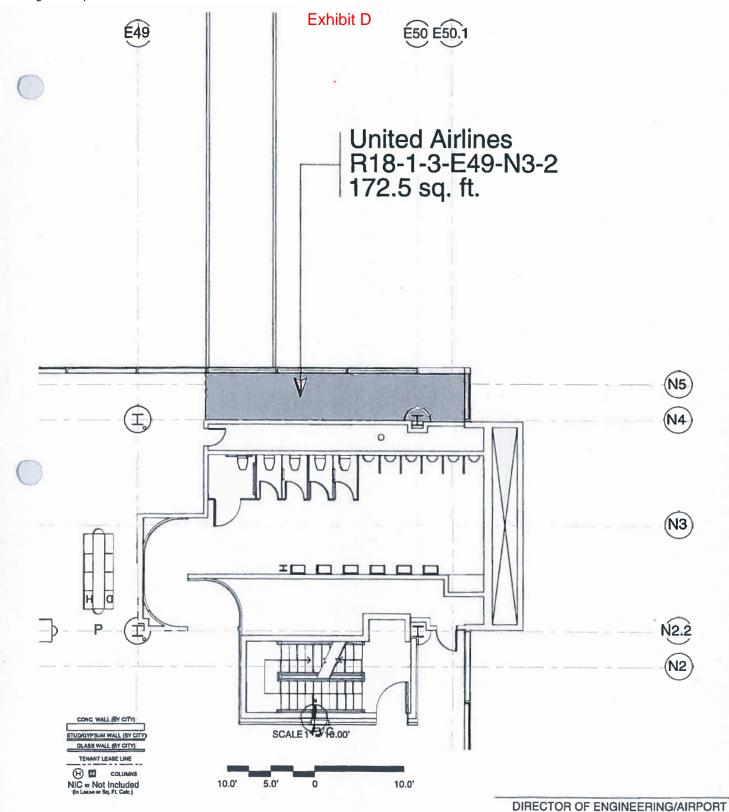
Exhibit D





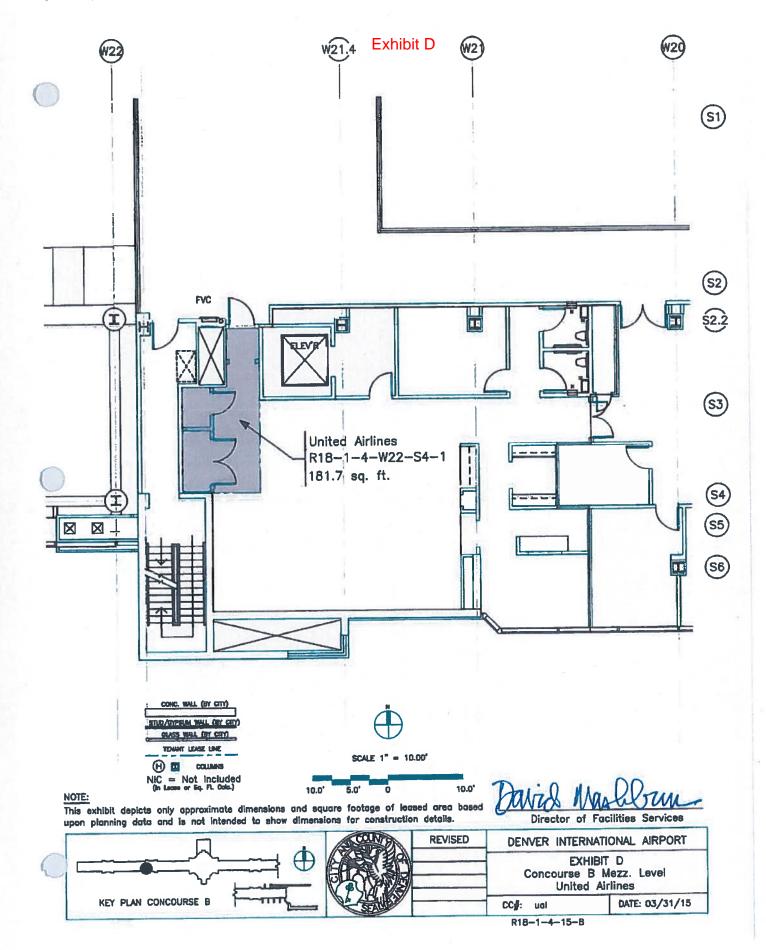


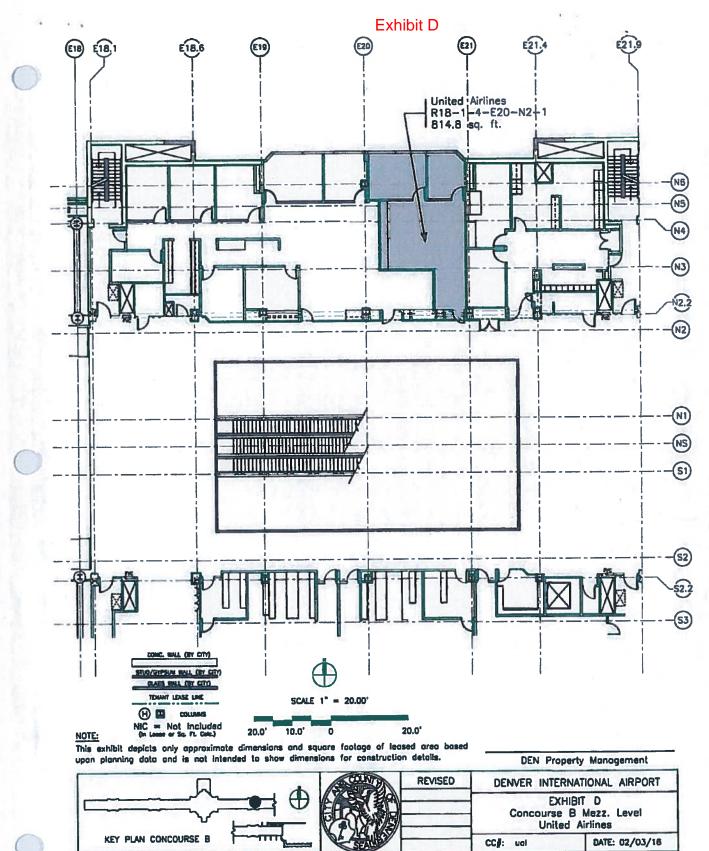




NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

	KEY PLAN CONCOURSE B		REVISED	DENVER INTER	INATIONAL AIRPORT	
				EXHIBIT 1 Concourse B Conc. Level		
	(Å) V	C. SAME		United Airlines		
l	₩	CITTING S		CC#: ual1	DATE: 9/25/95	





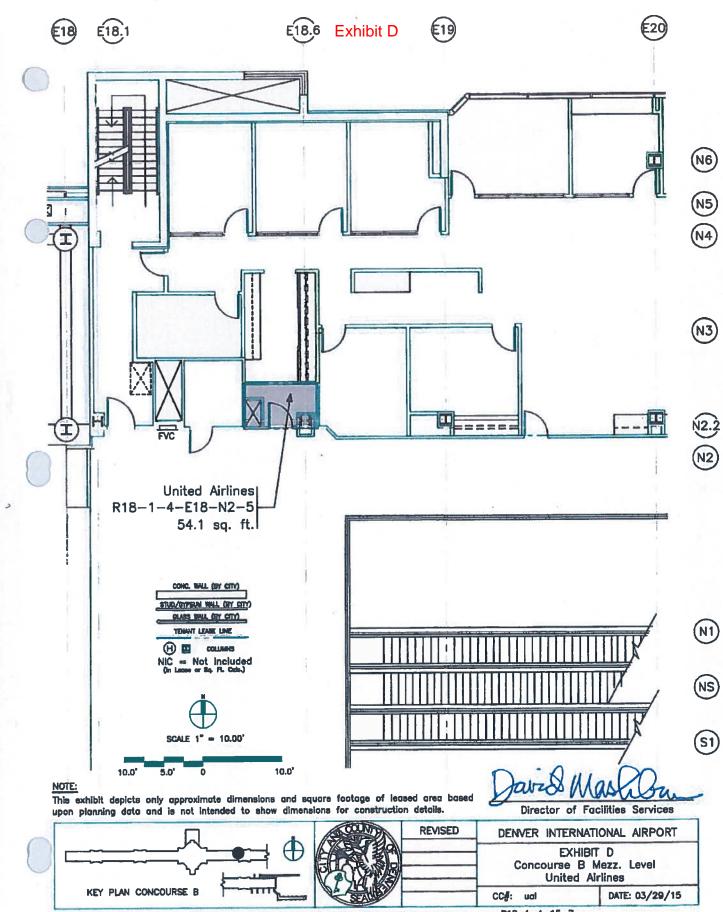
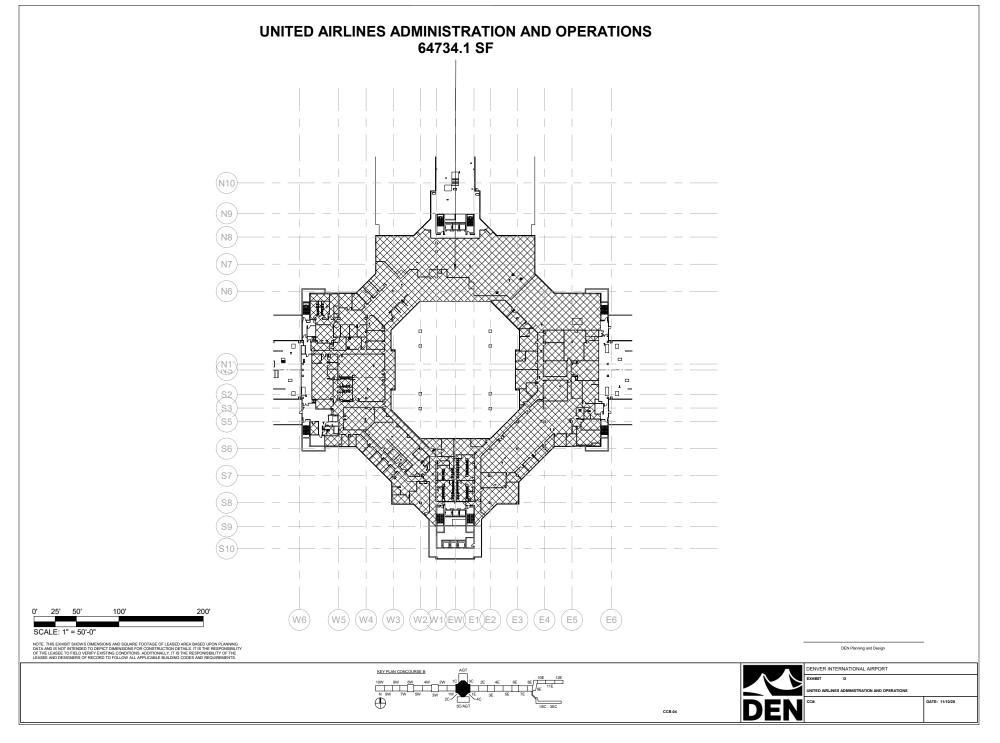


Exhibit D



(

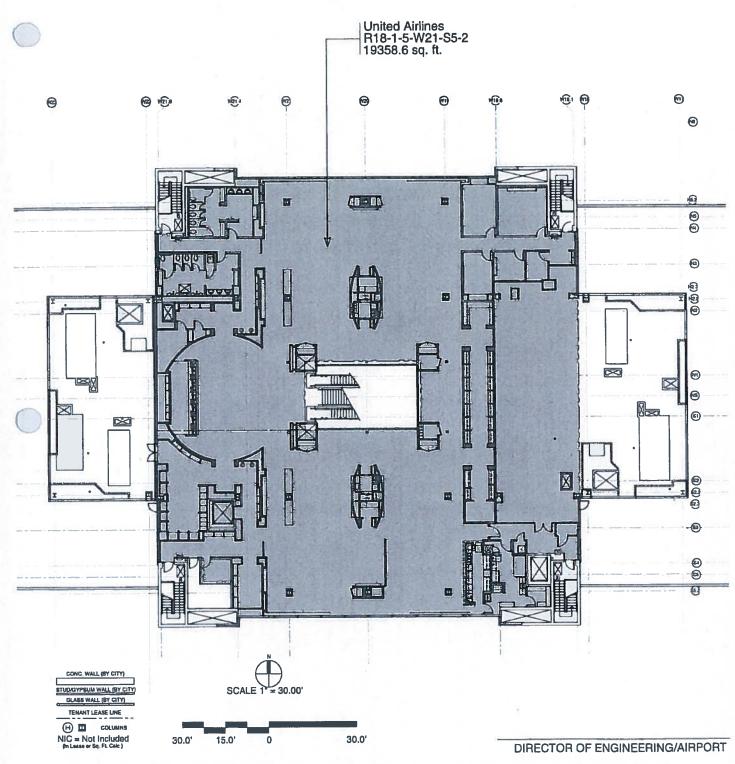


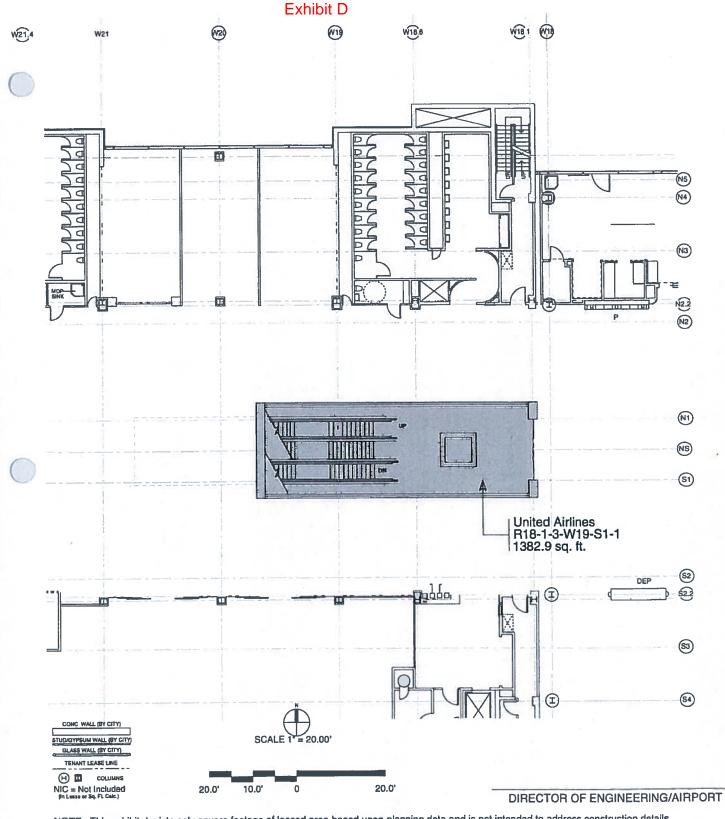
Exhibit D

NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

KEY PLAN CONCOURSE B		REVISED	DENVER INTER	NATIONAL AIRPORT
			EXHIBIT 1 Concourse B Level 4 United Airlines	
\oplus	CA HINAS		CC#: ual1	DATE: 9/11/95

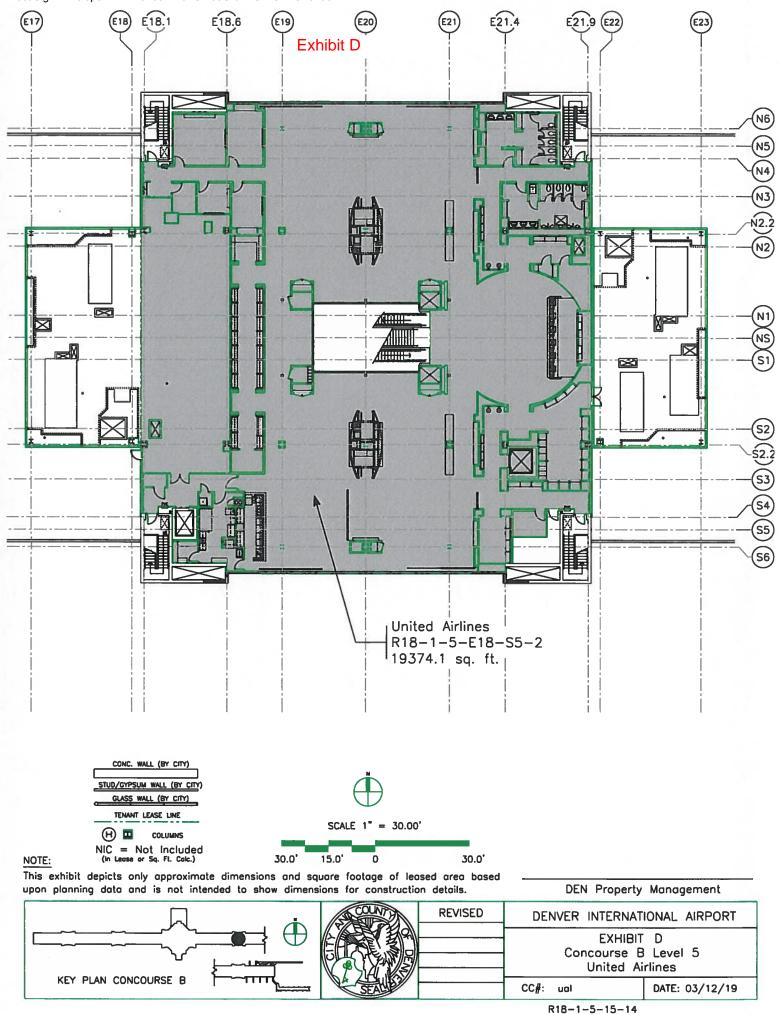
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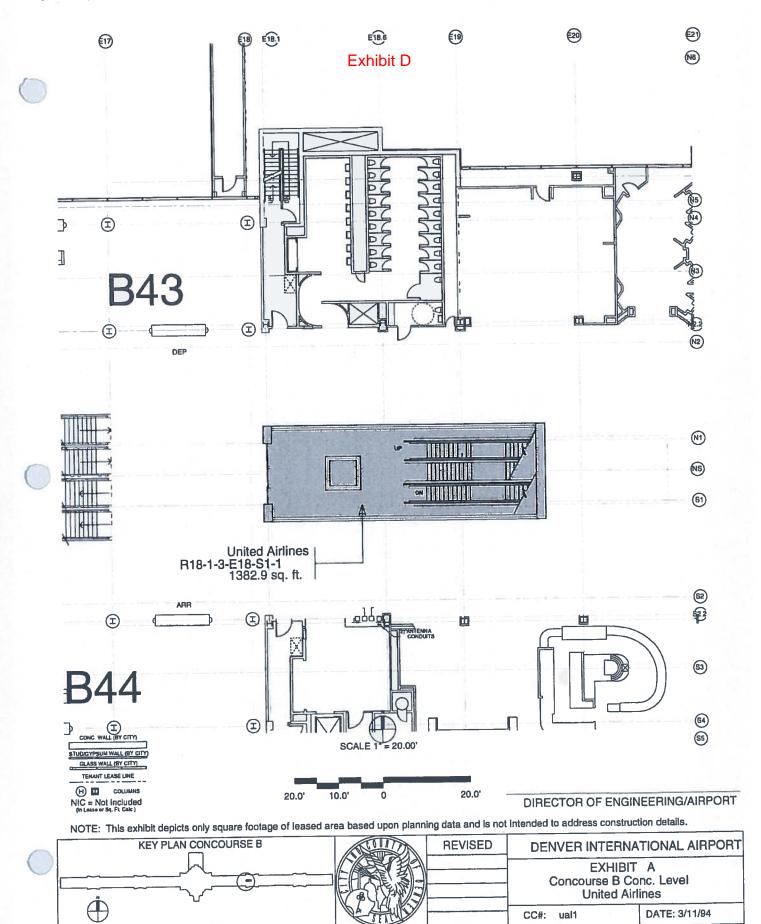
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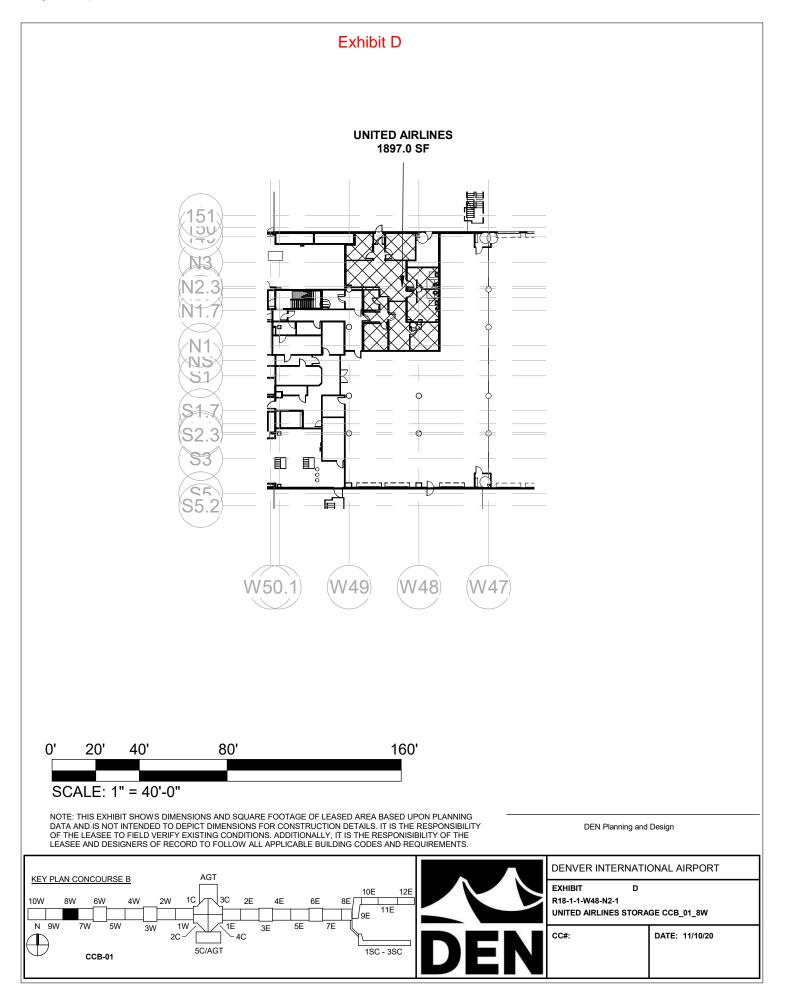
0	KEY PLAN CONCOURSE B		REVISED	DENVER INTERNA	TIONAL AIRPORT
				EXHIBIT A Concourse B Conc. Level United Airlines	
	\square	A THINK		CC#: ual1	DATE: 3/8/94

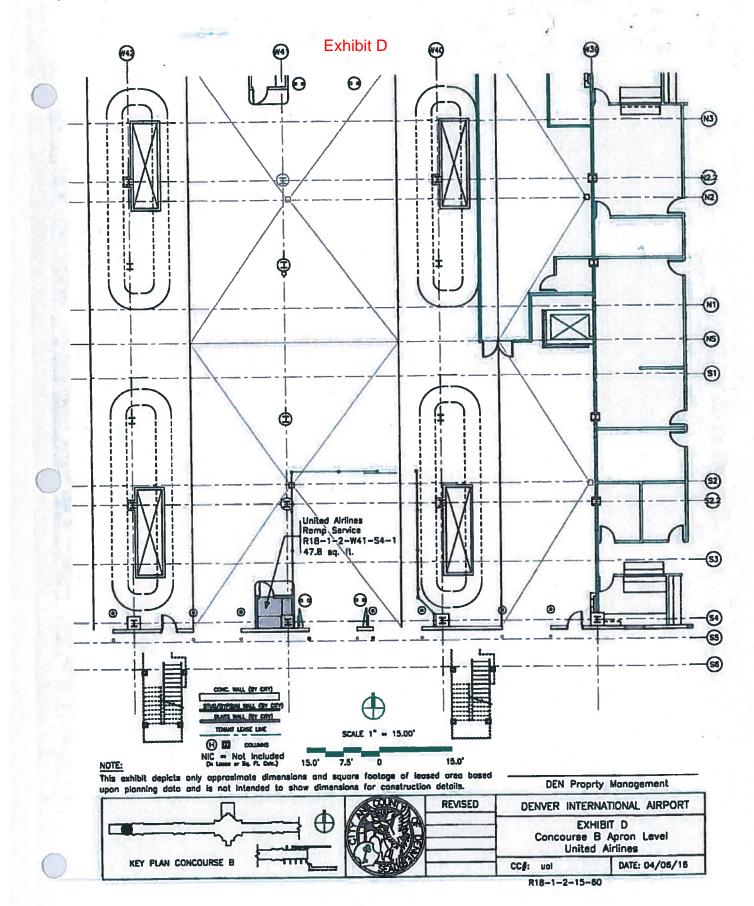


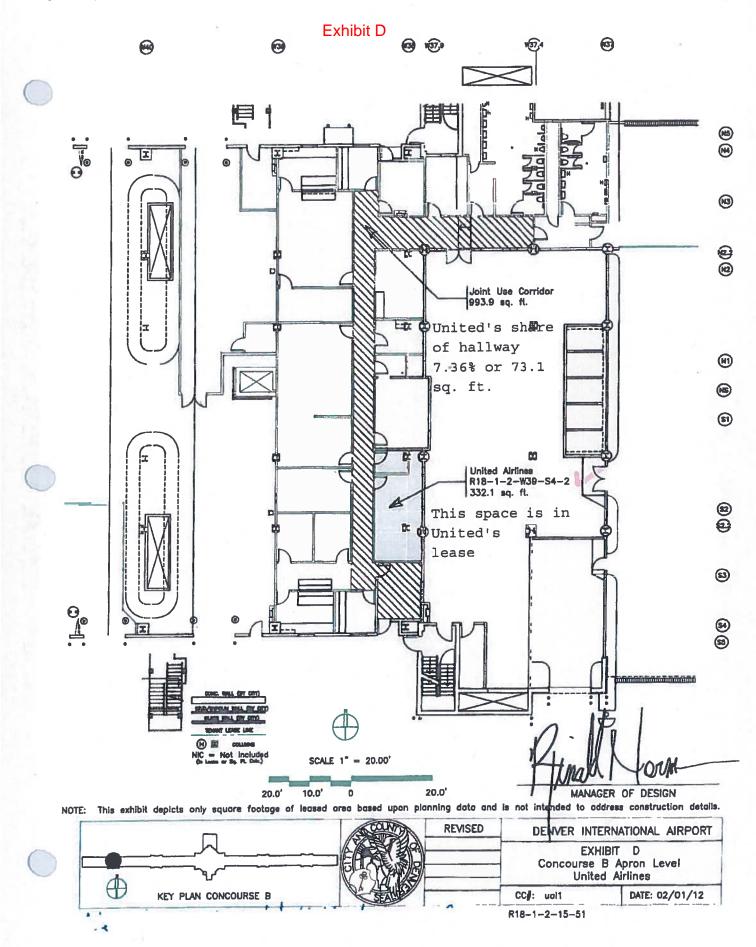


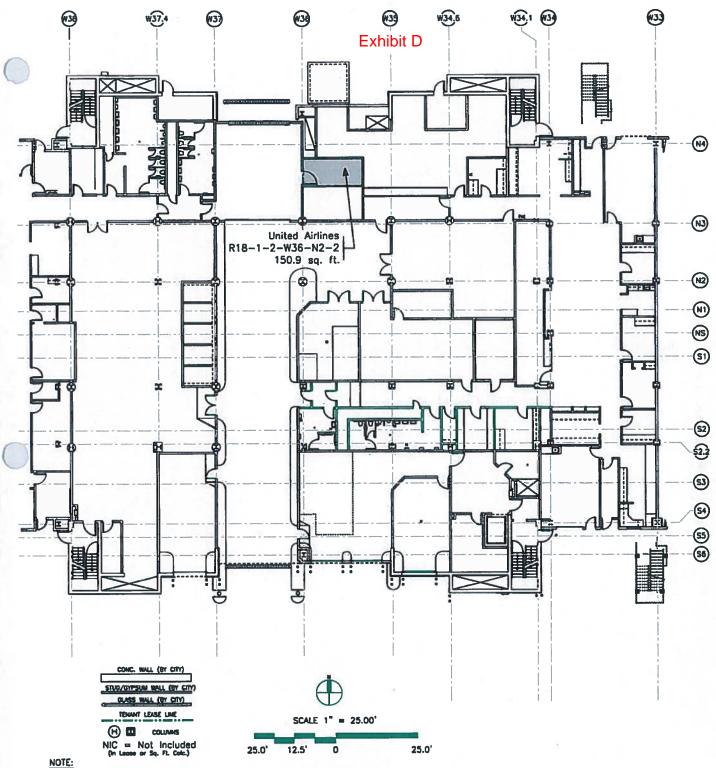
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KEY PLAN CONCOURSE B

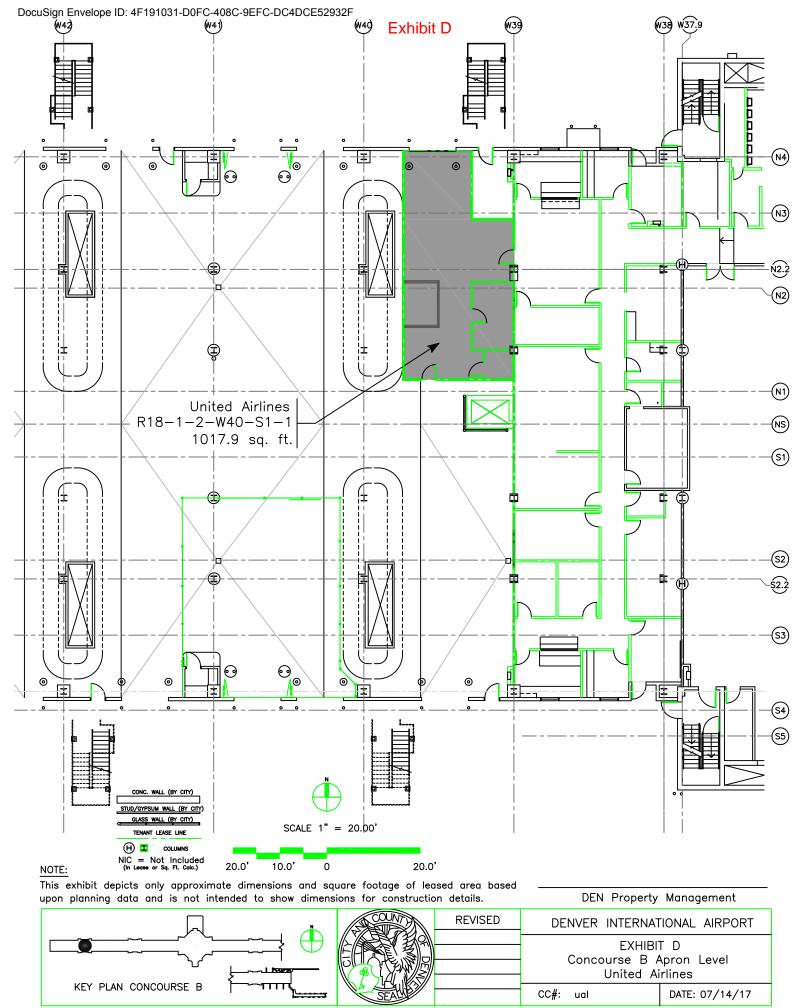
This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details. **DEN Property Management** COUM REVISED DENVER INTERNATIONAL AIRPORT EXHIBIT A Concourse B Apron Level United Airlines

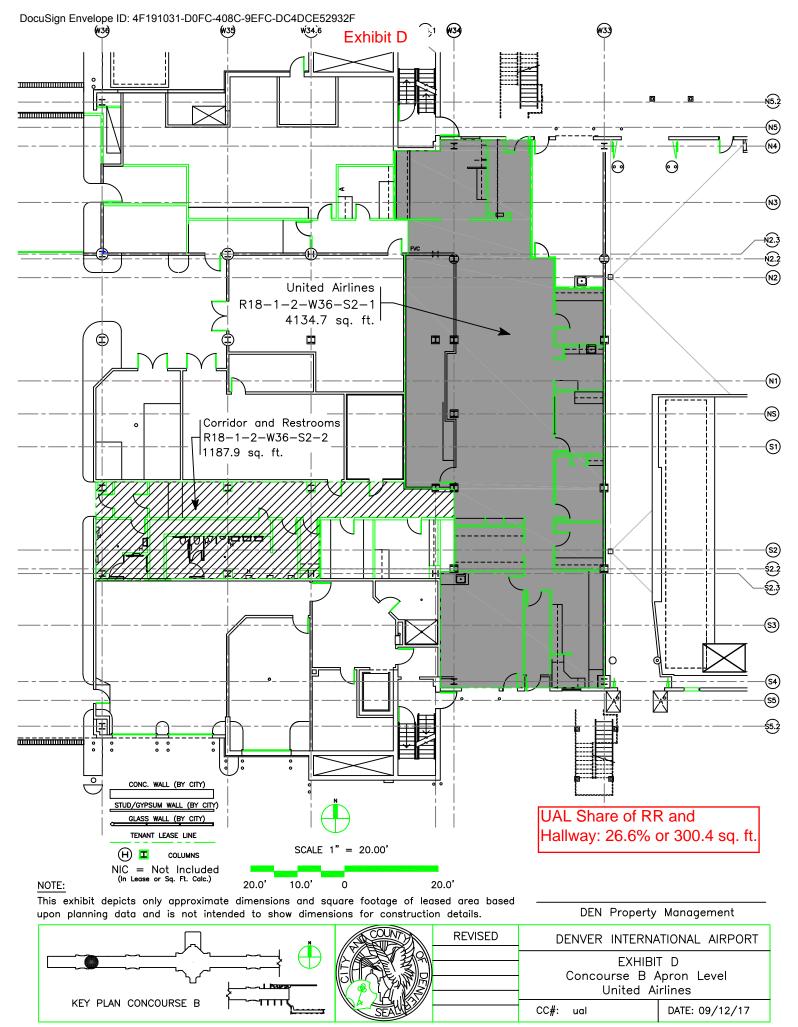
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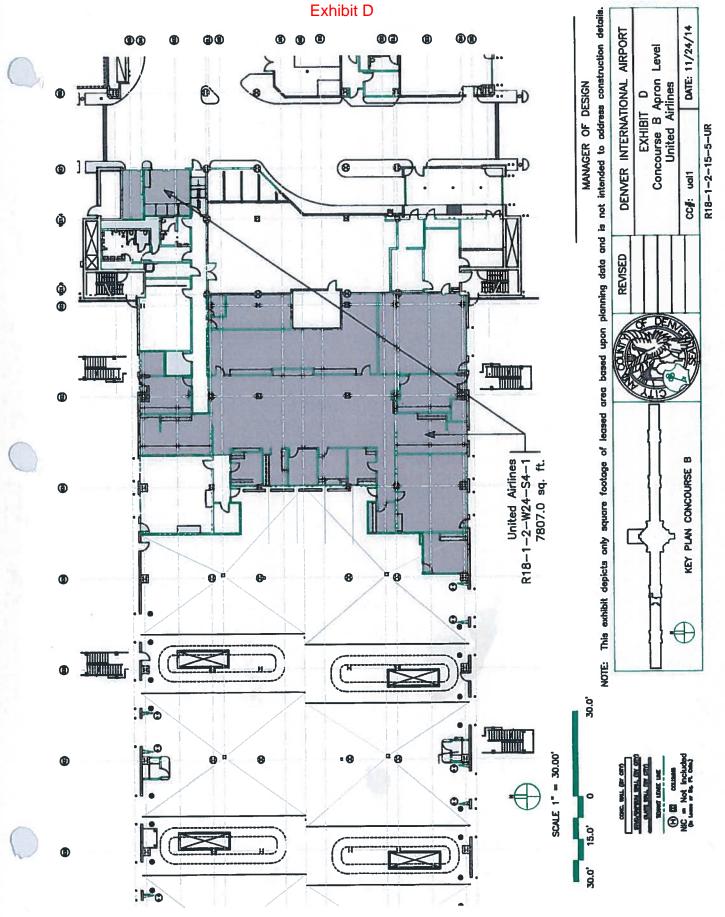
ual

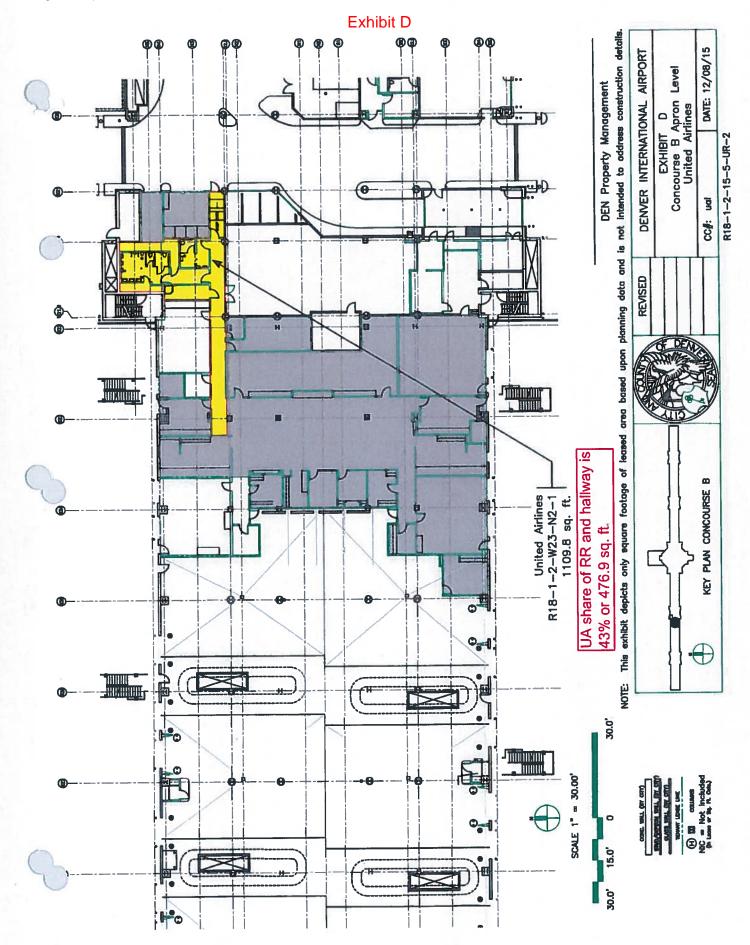
DATE: 04/12/16

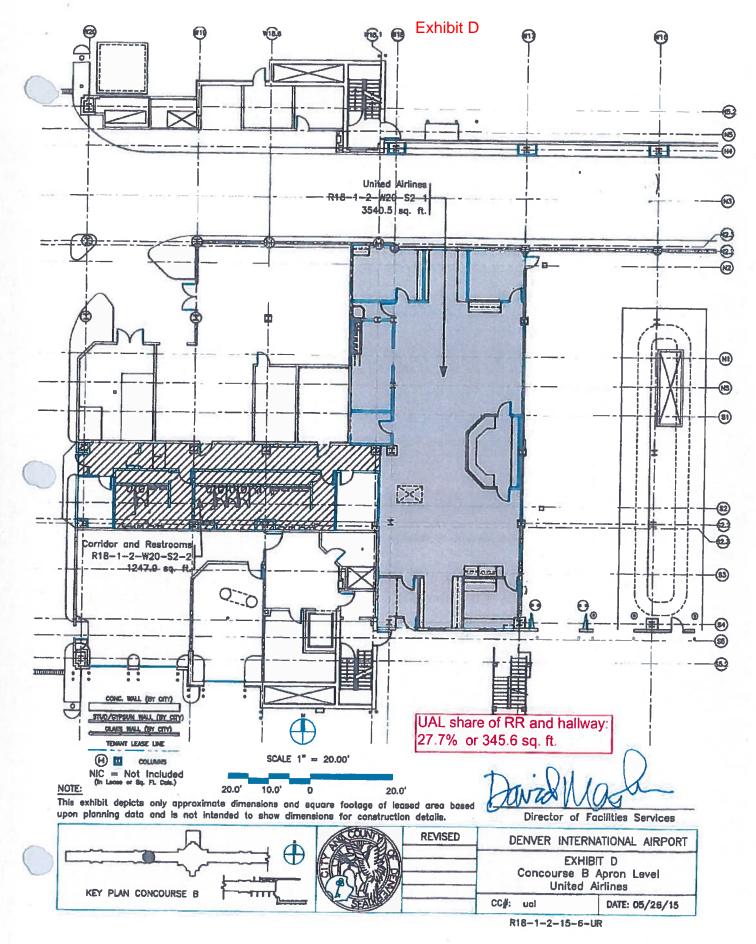
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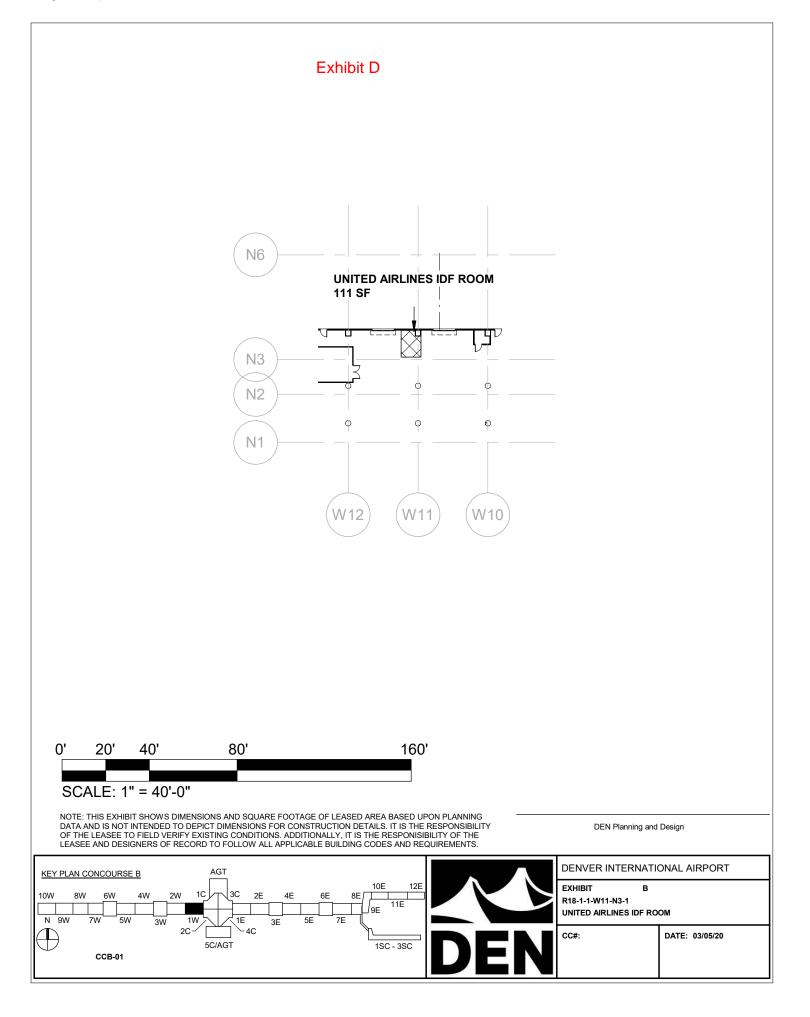


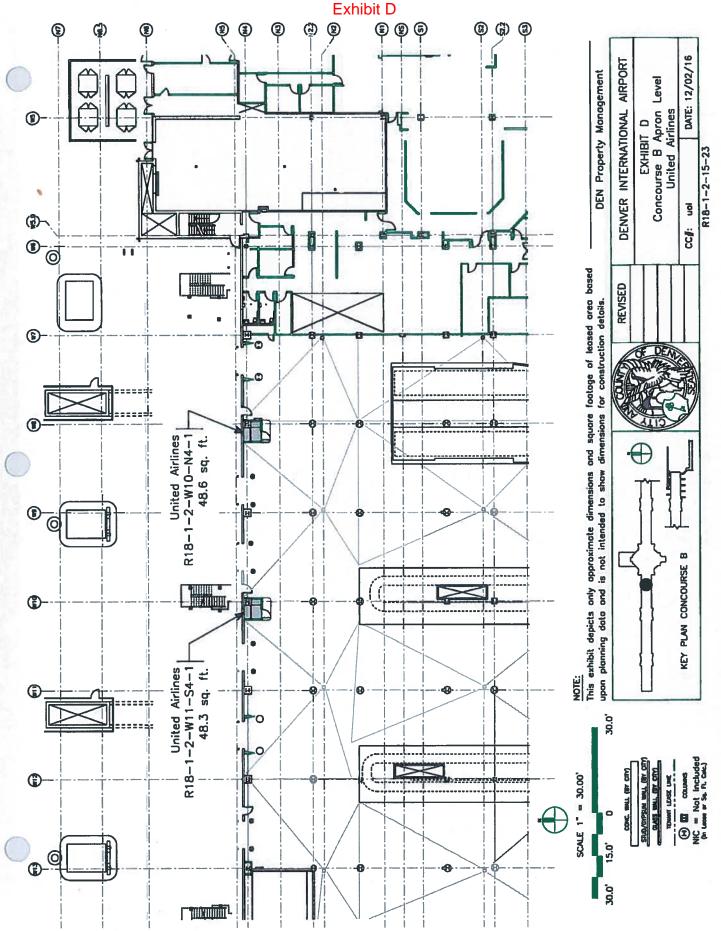


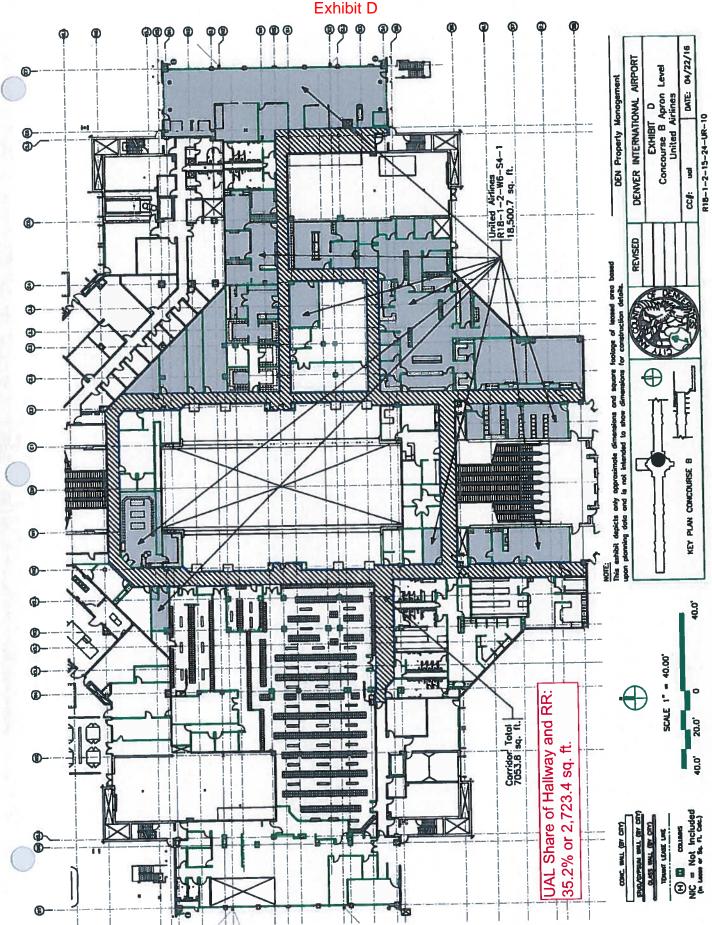




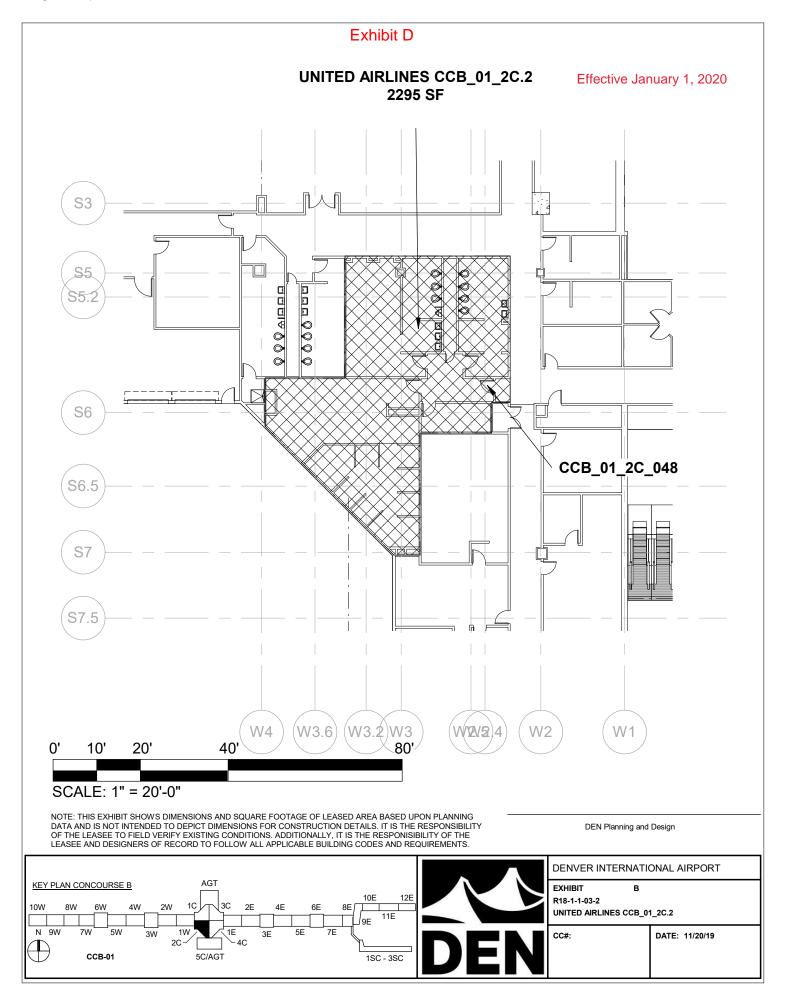


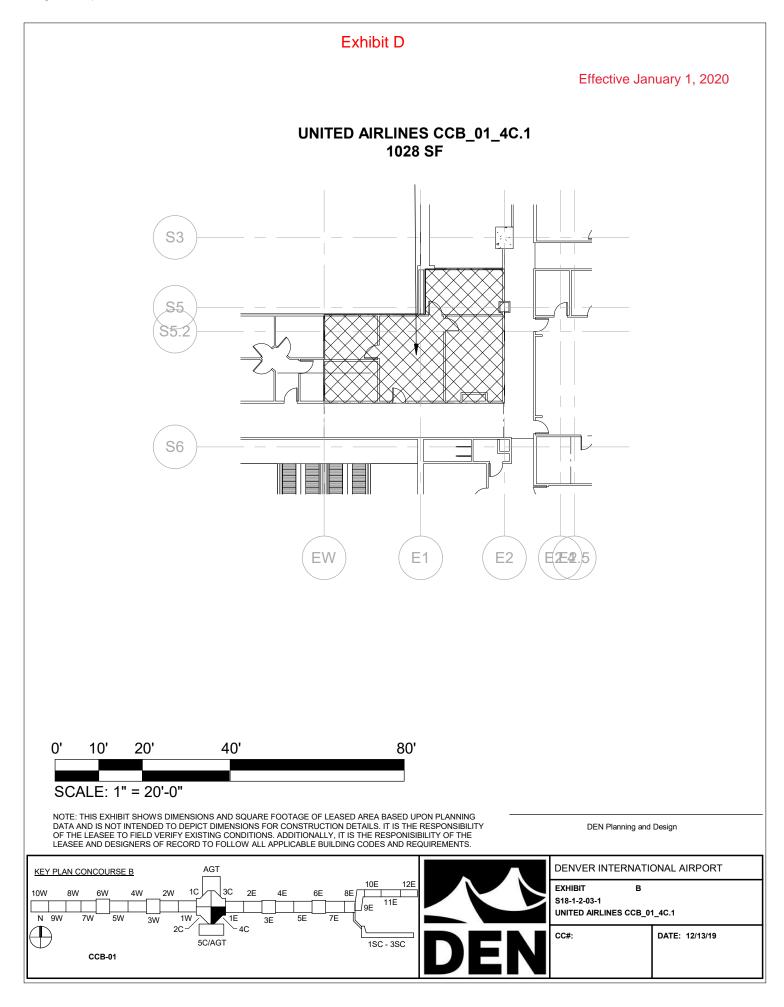


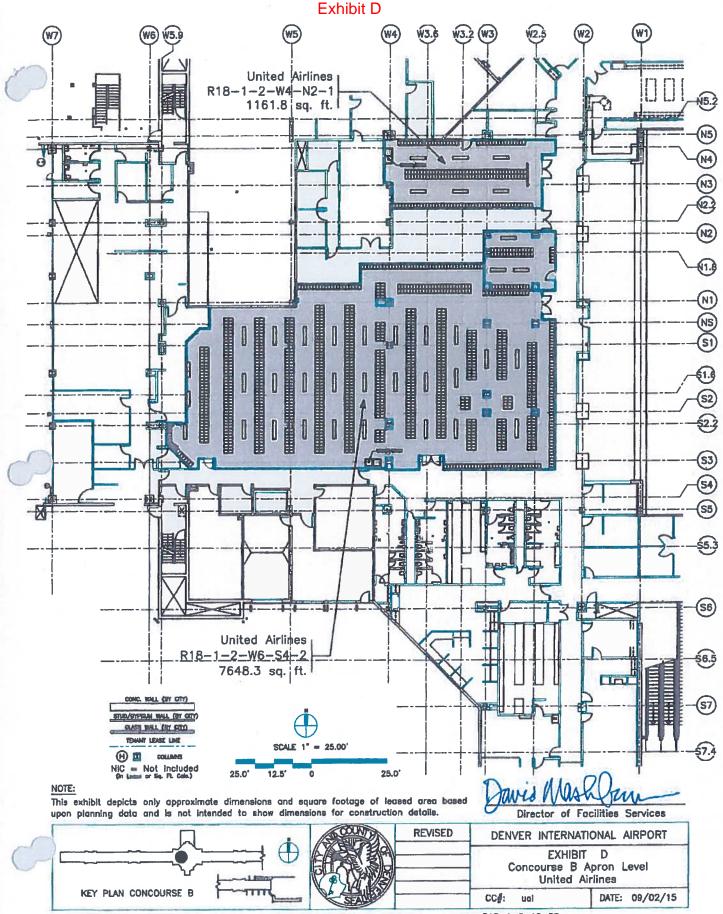




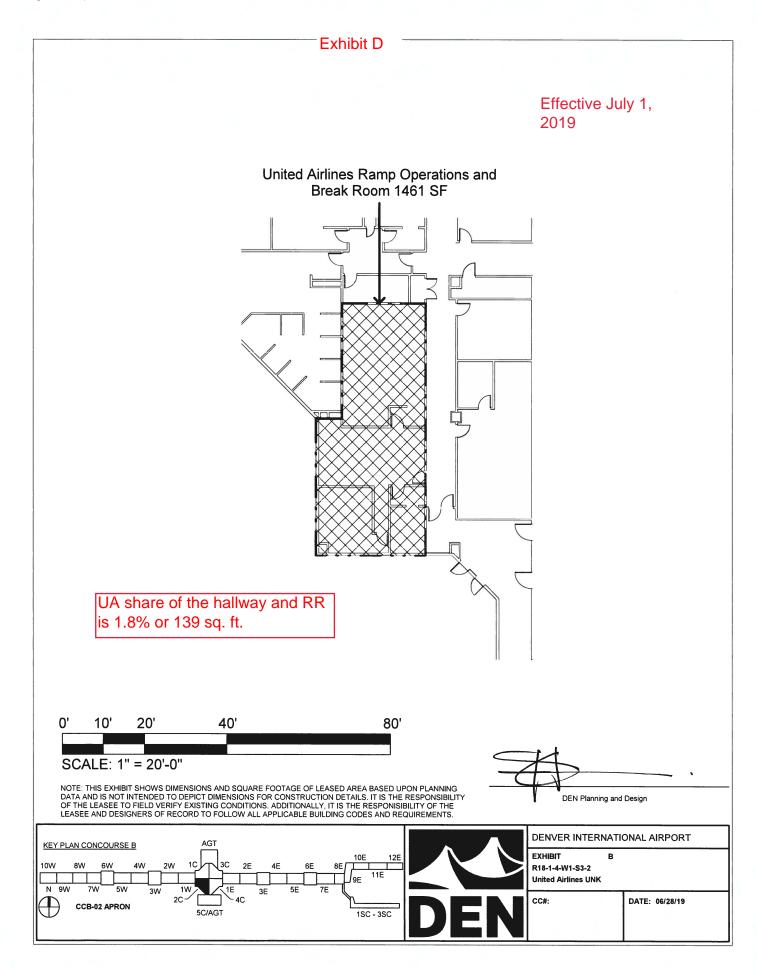
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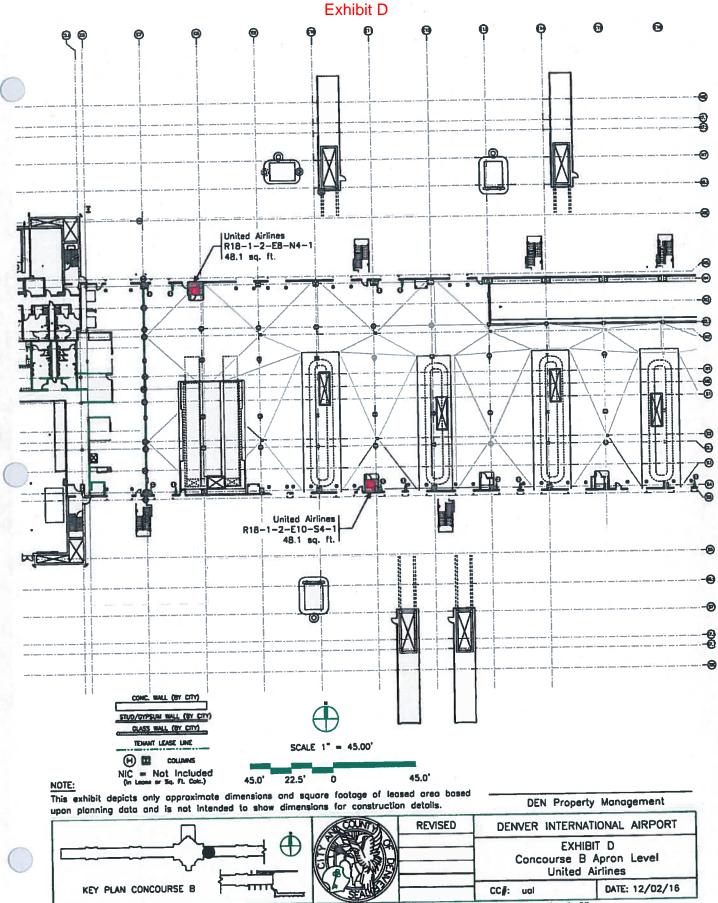




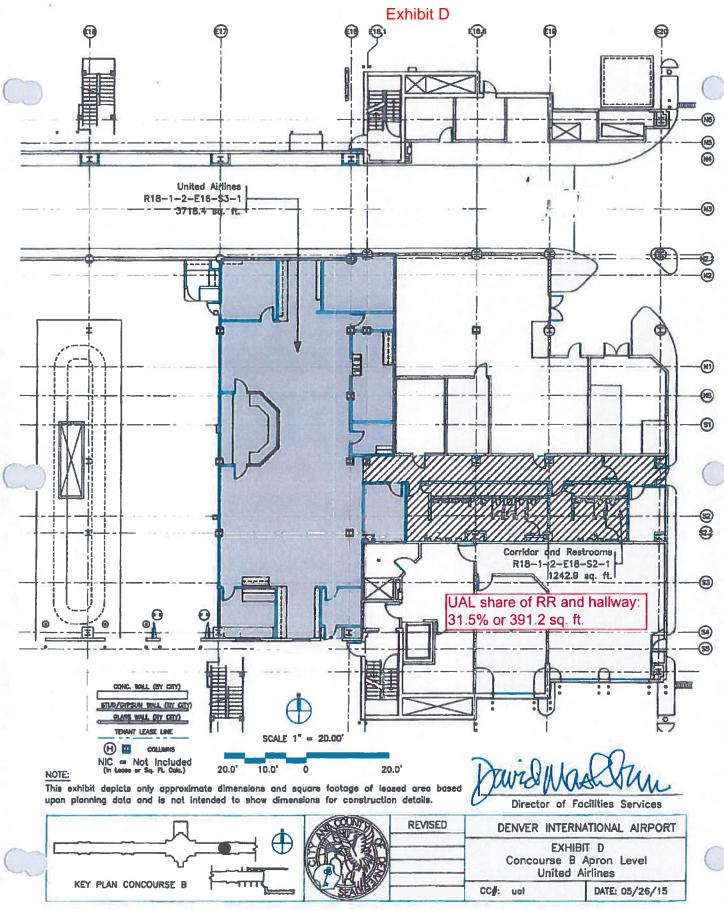


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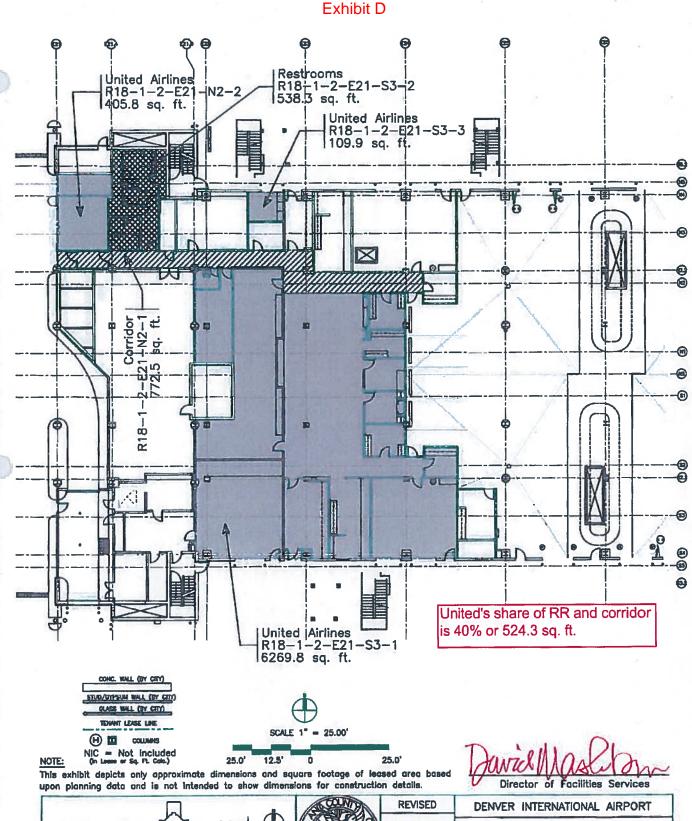




R18-1-2-15-37



R18-1-2-15-13-UR





R18-1-2-15-14-UR

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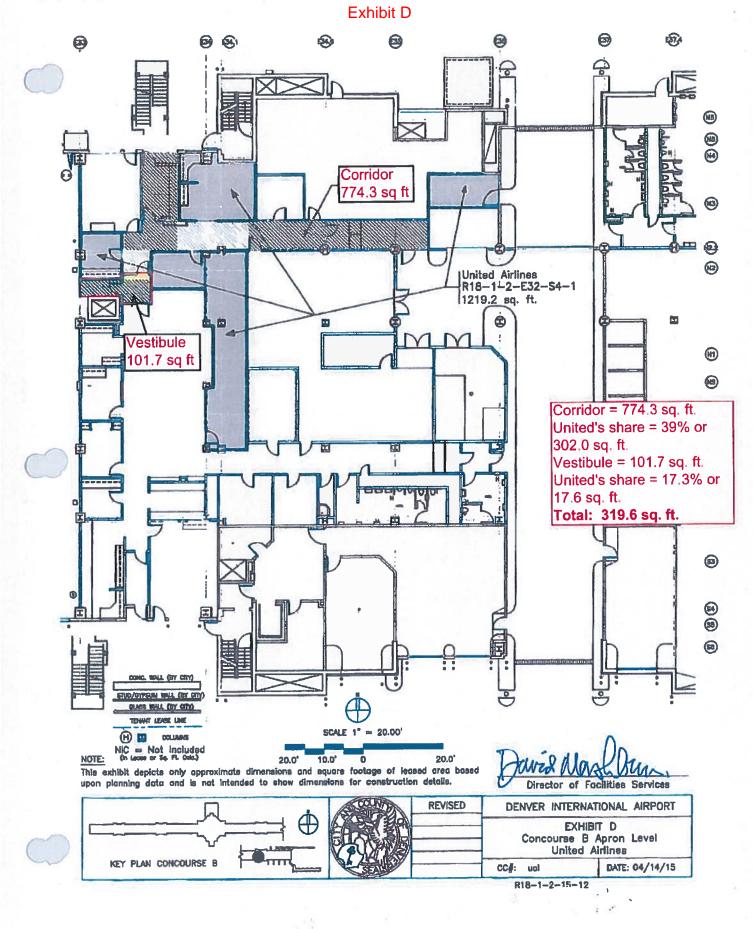
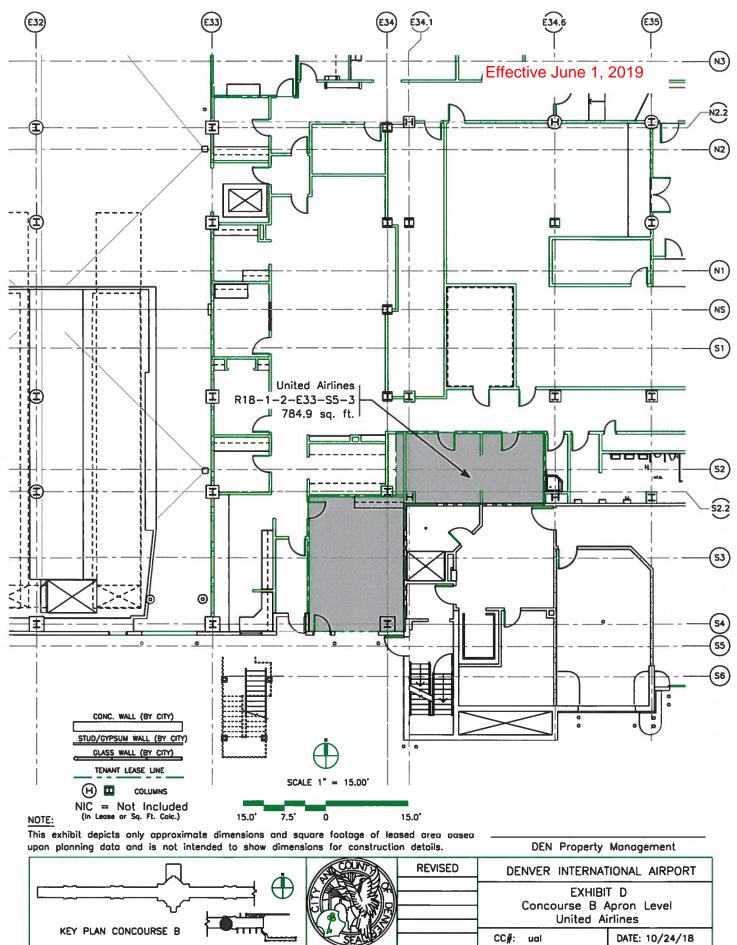
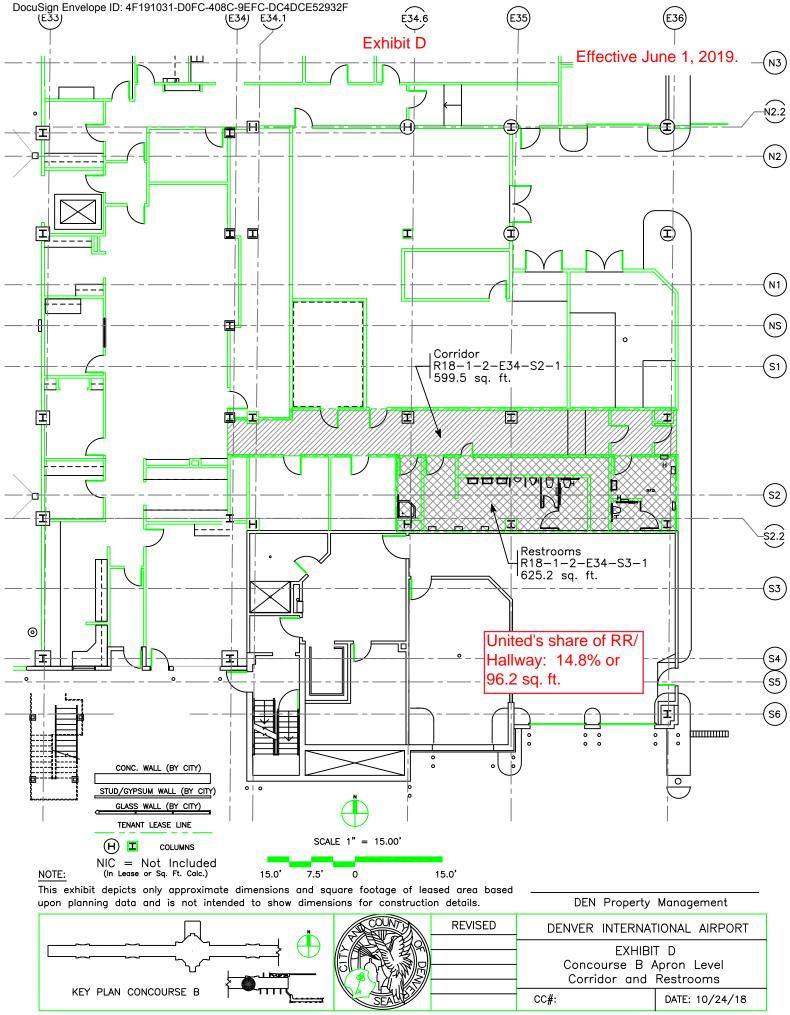
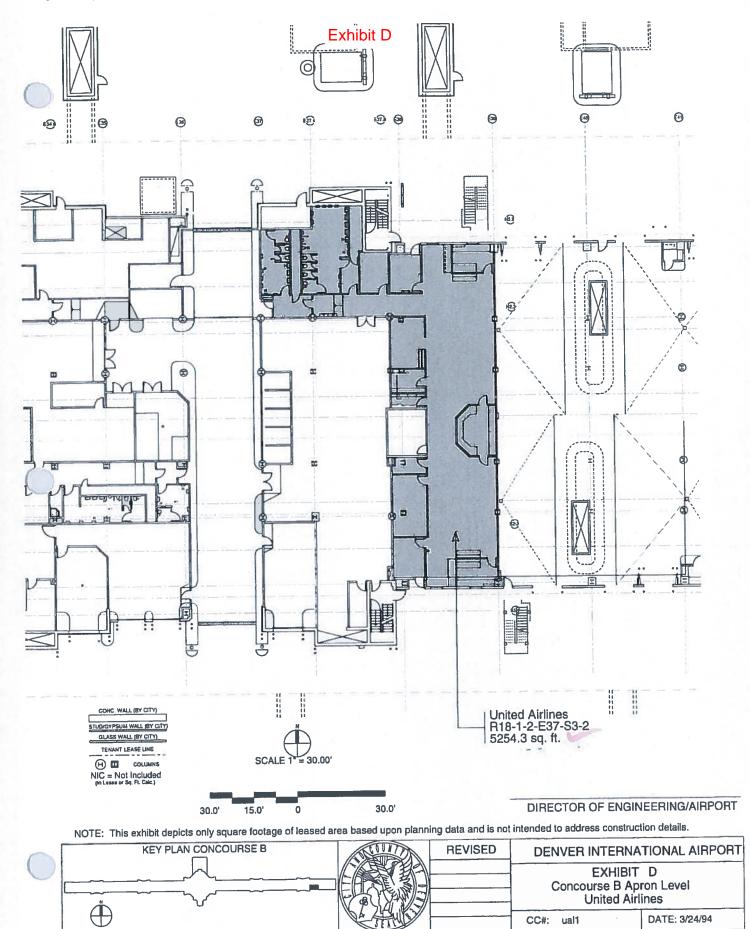


Exhibit D

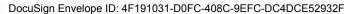


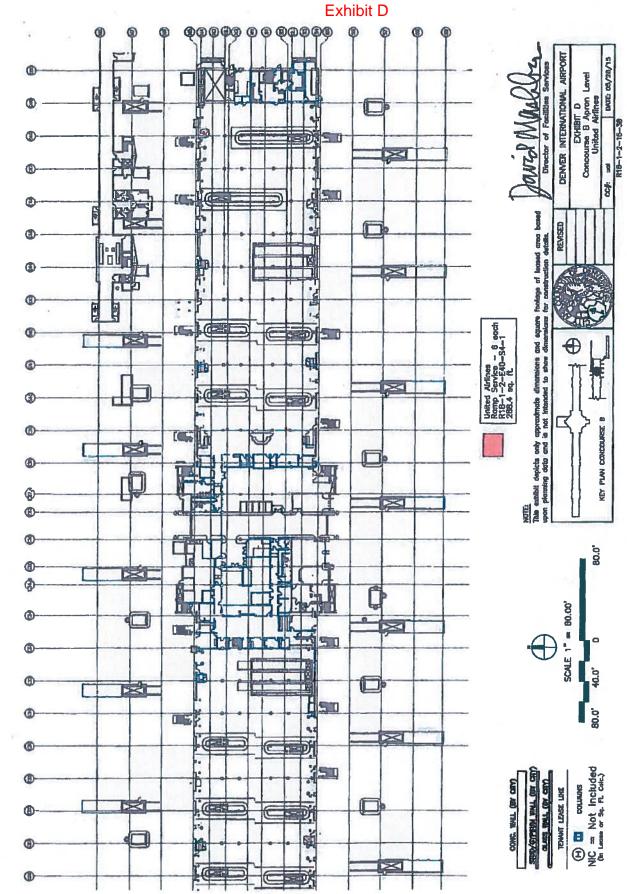
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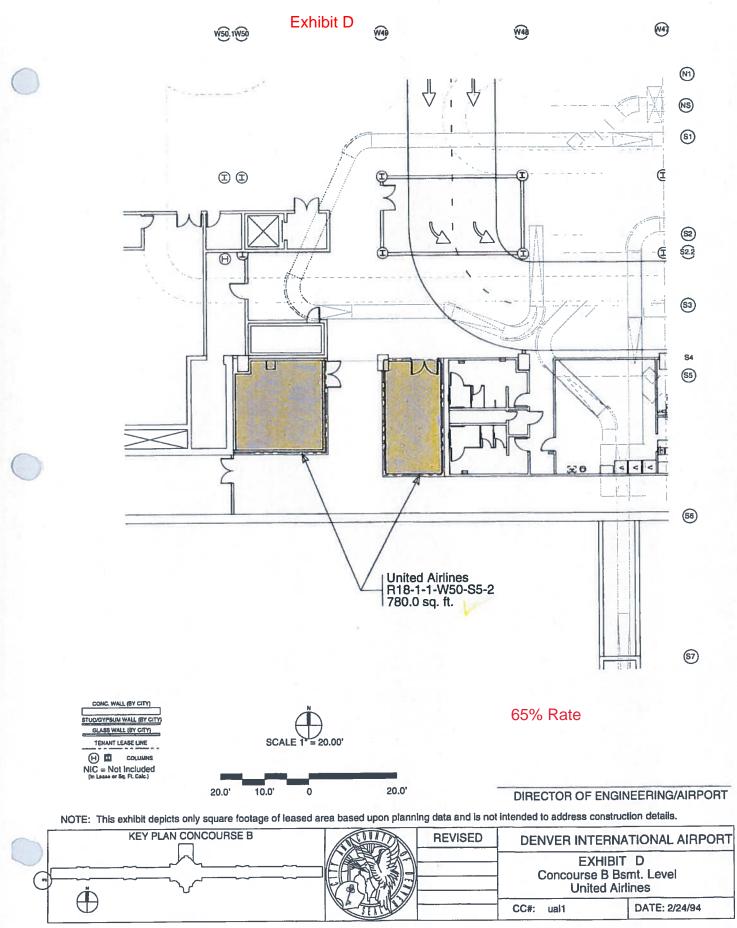


R18-1-2-15-35

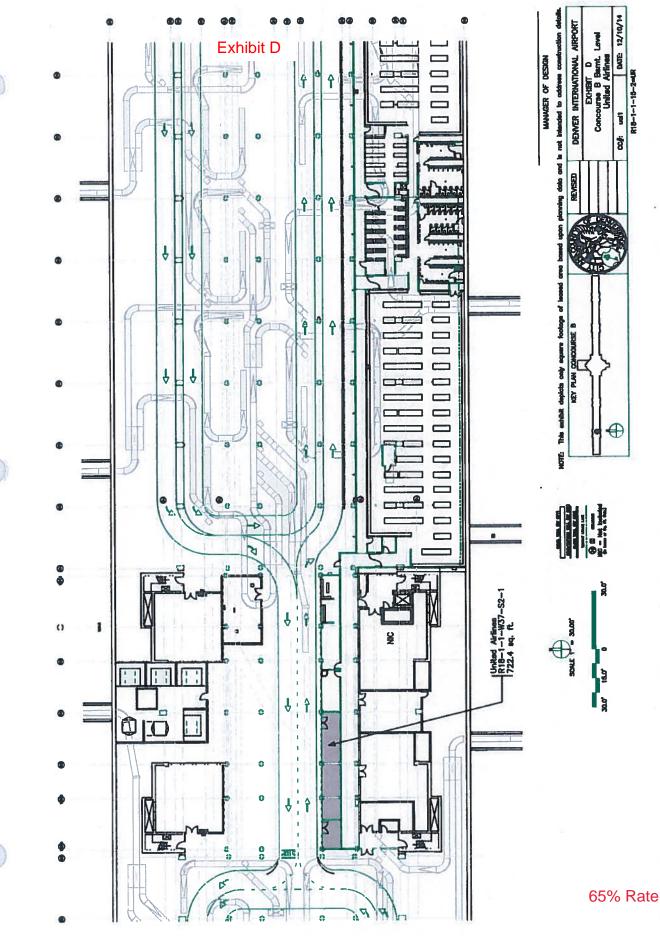


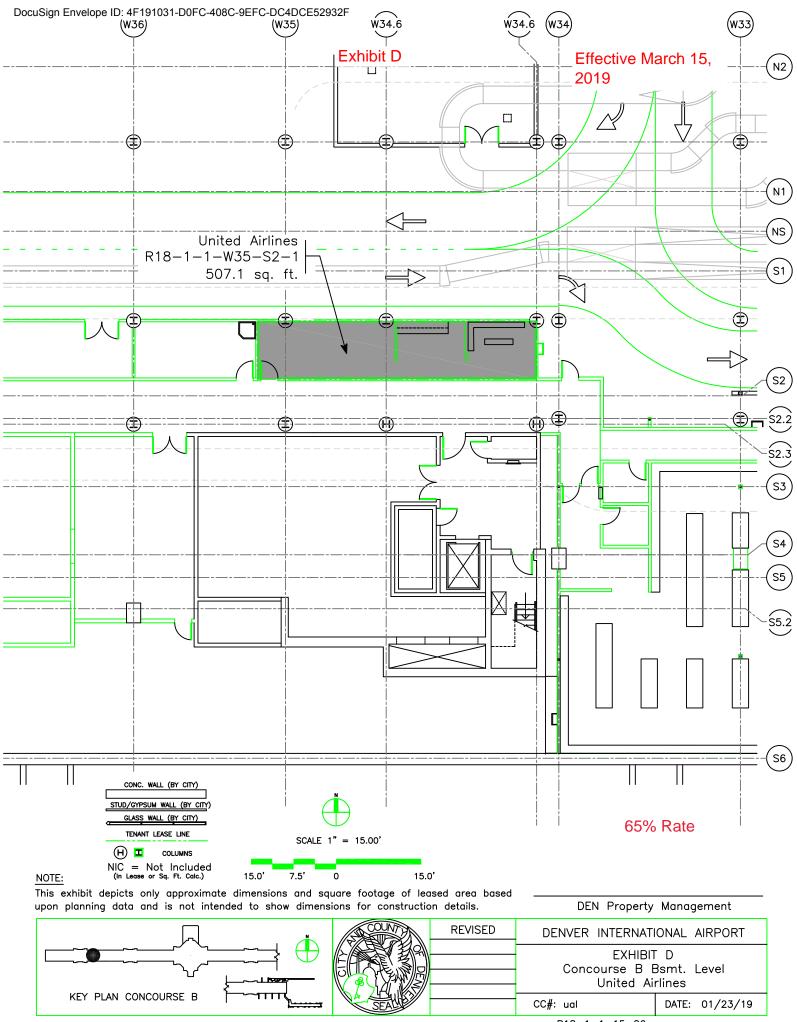


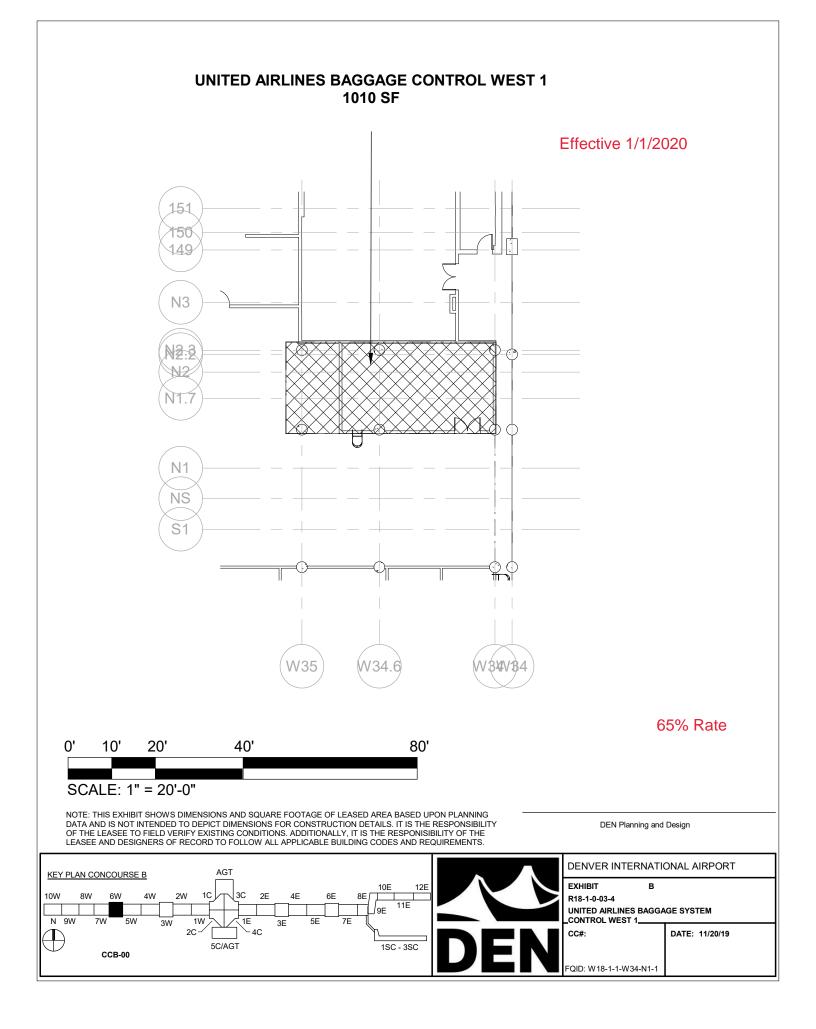
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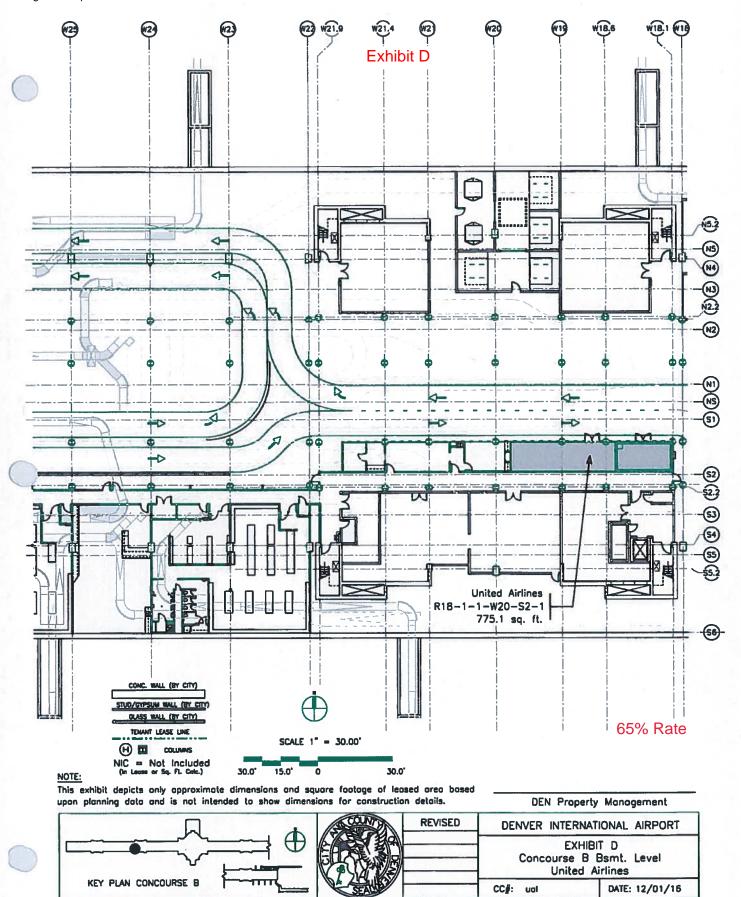


R18-1-1-15-10

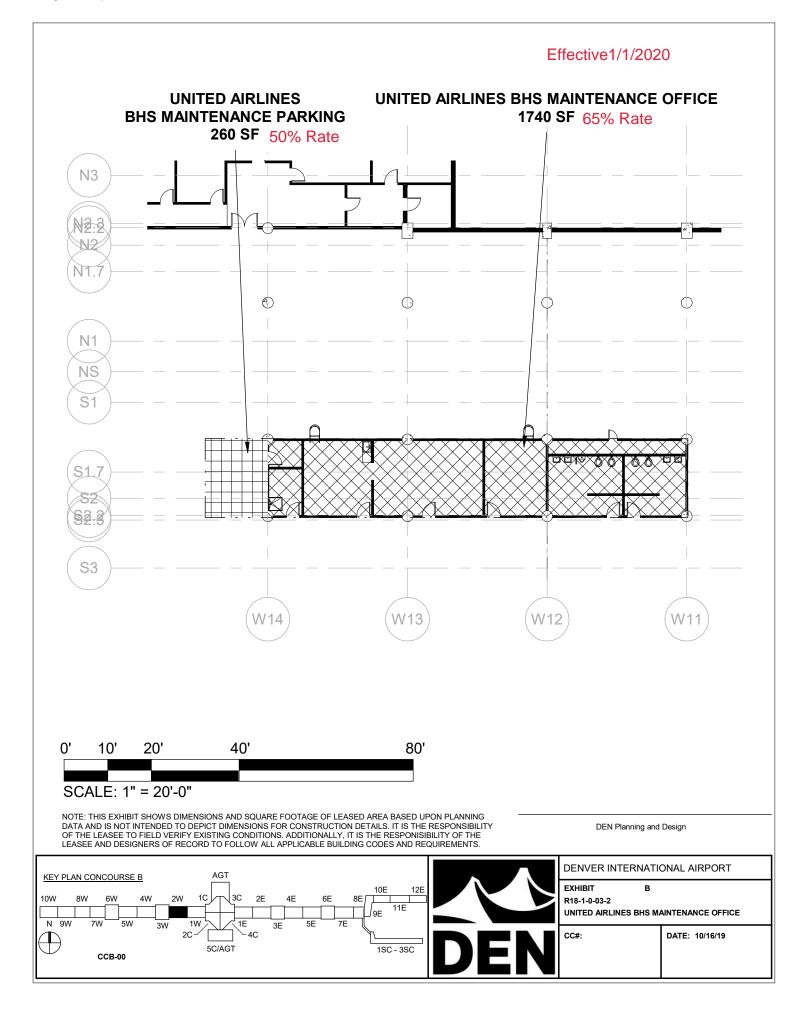


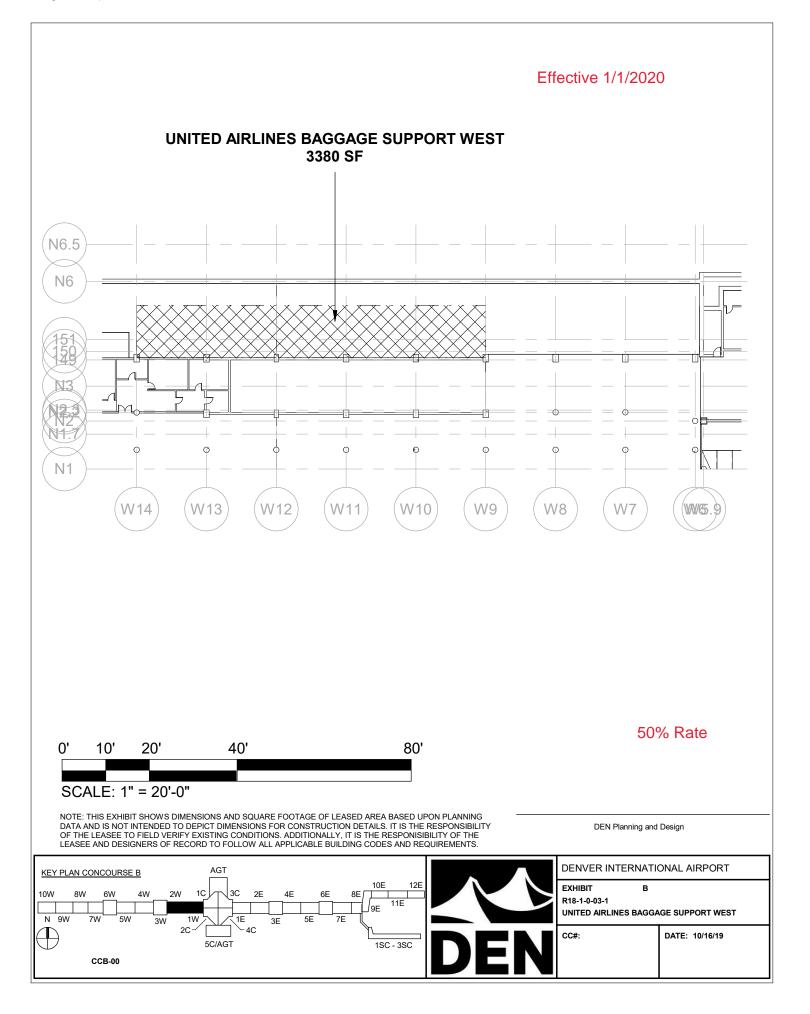


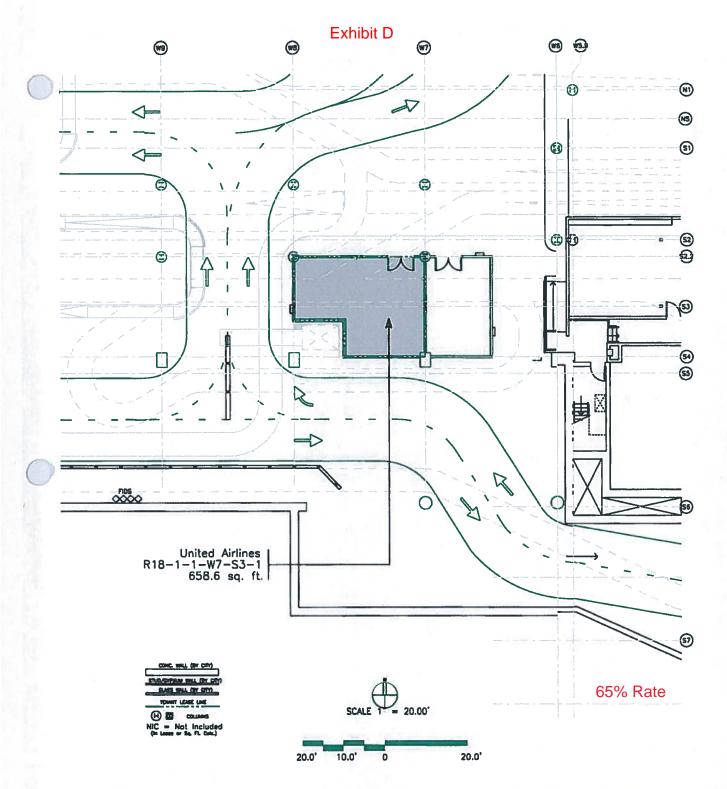




R18-1-1-15-11-UR-4

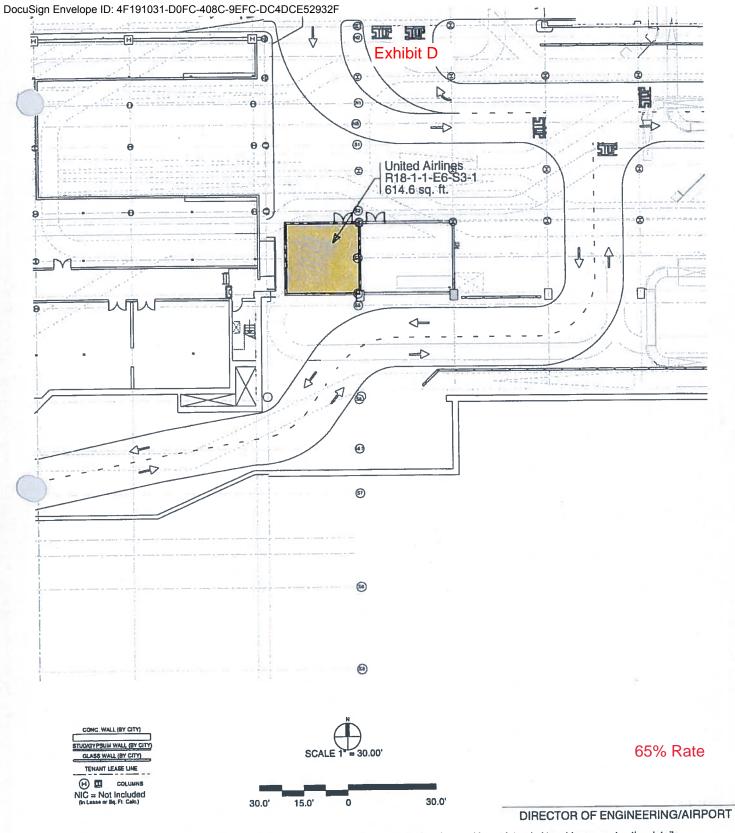








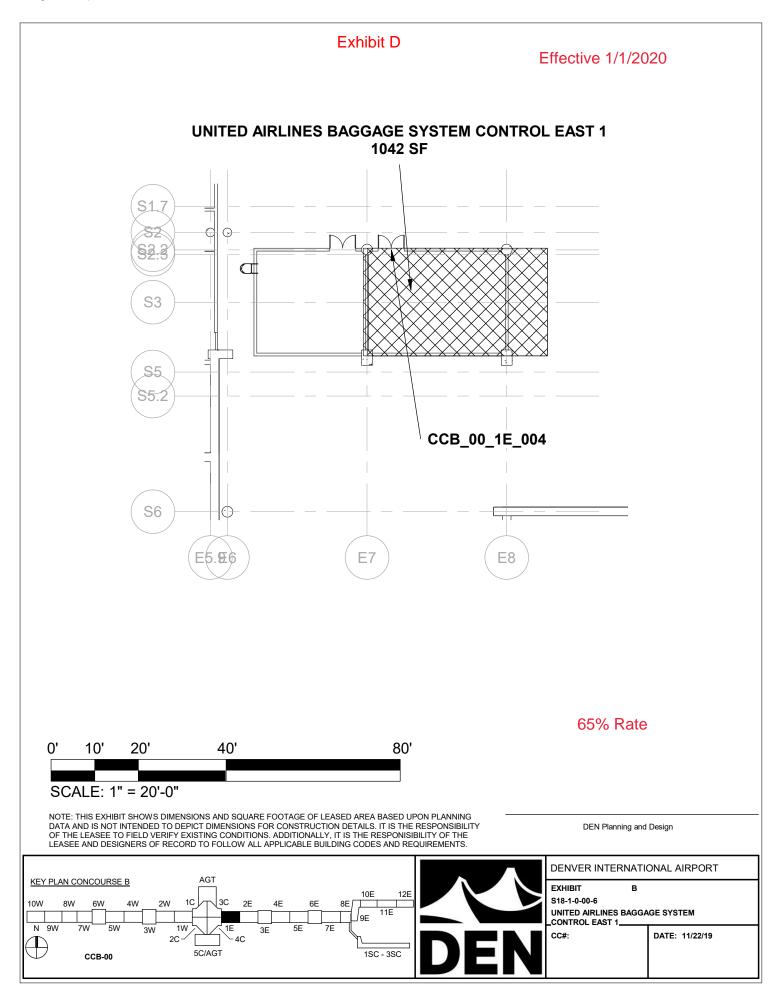


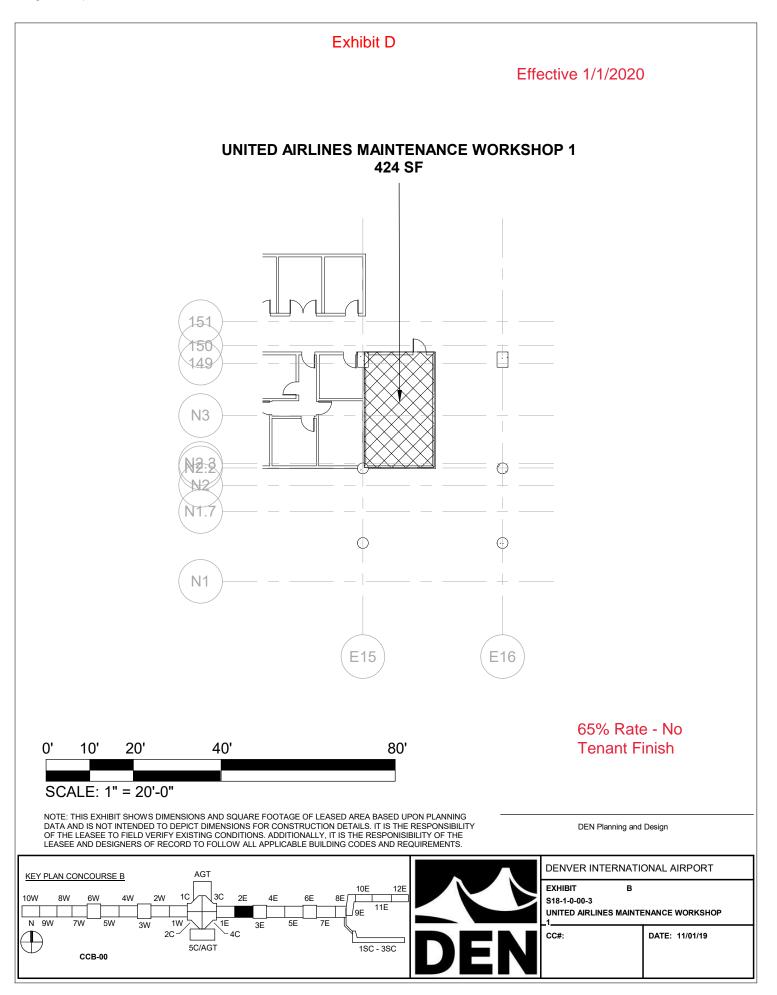


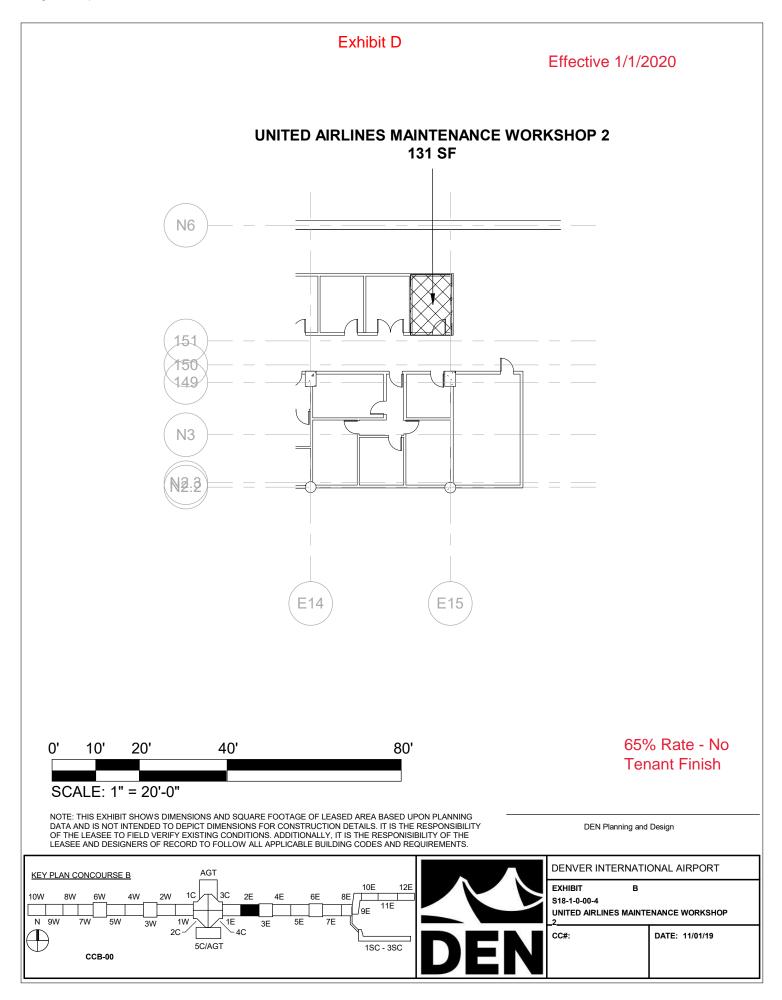
NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

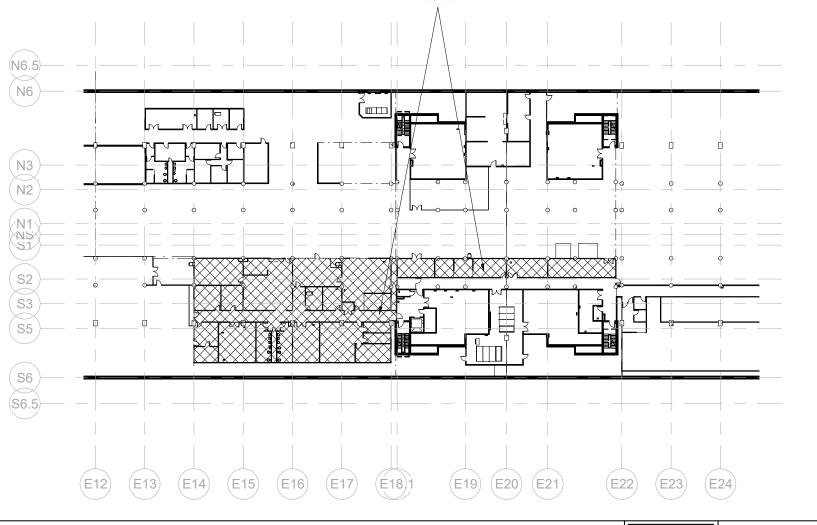
-	KEY PLAN CONCOURSE B	REVISED	DENVER INTERN	ATIONAL AIRPORT
\bigcirc			EXHIBIT D Concourse B Bsmt. Level United Airlines	
	\oplus		CC#: ual1	DATE: 3/28/94

R18-1-1-15-7

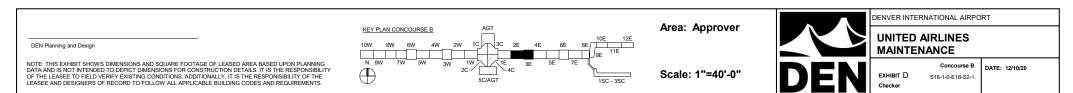


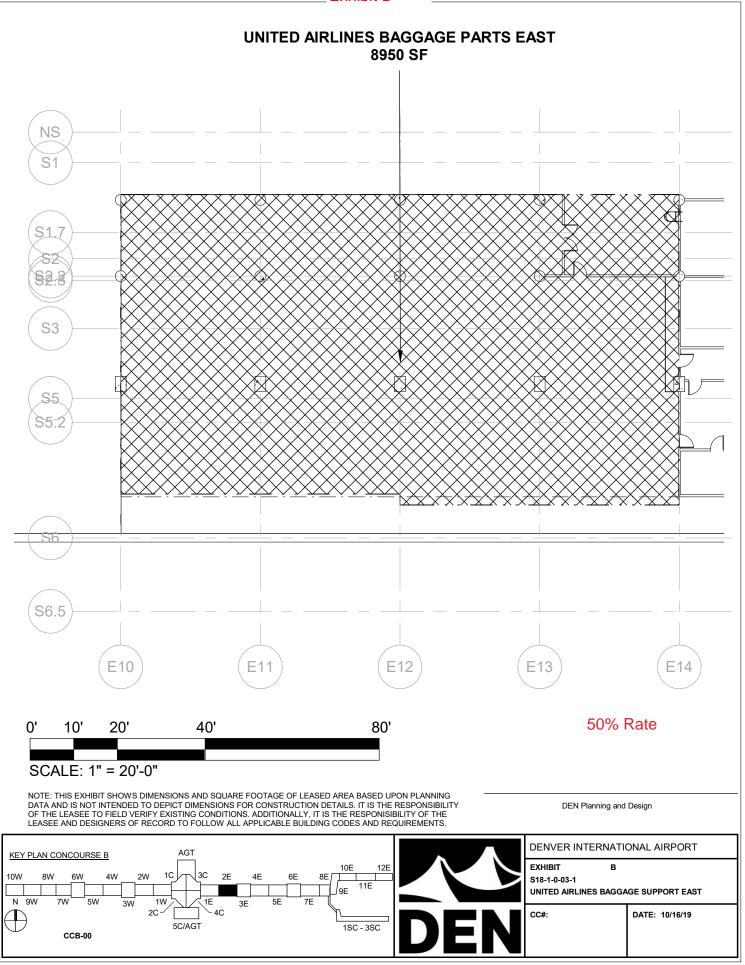




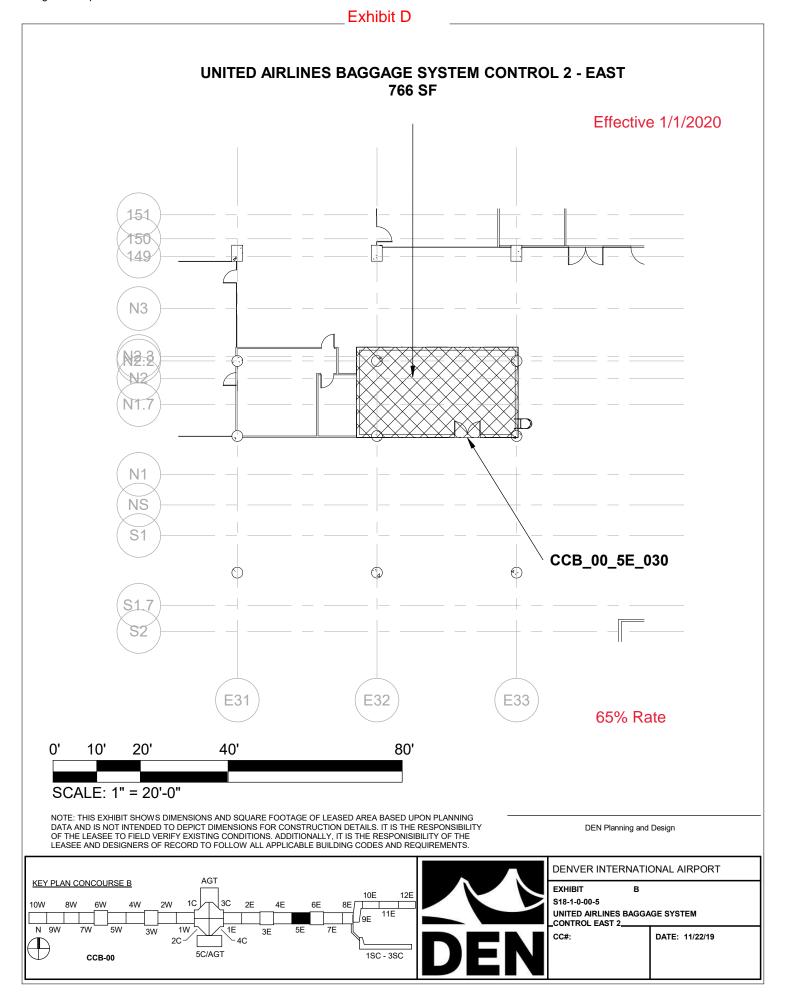


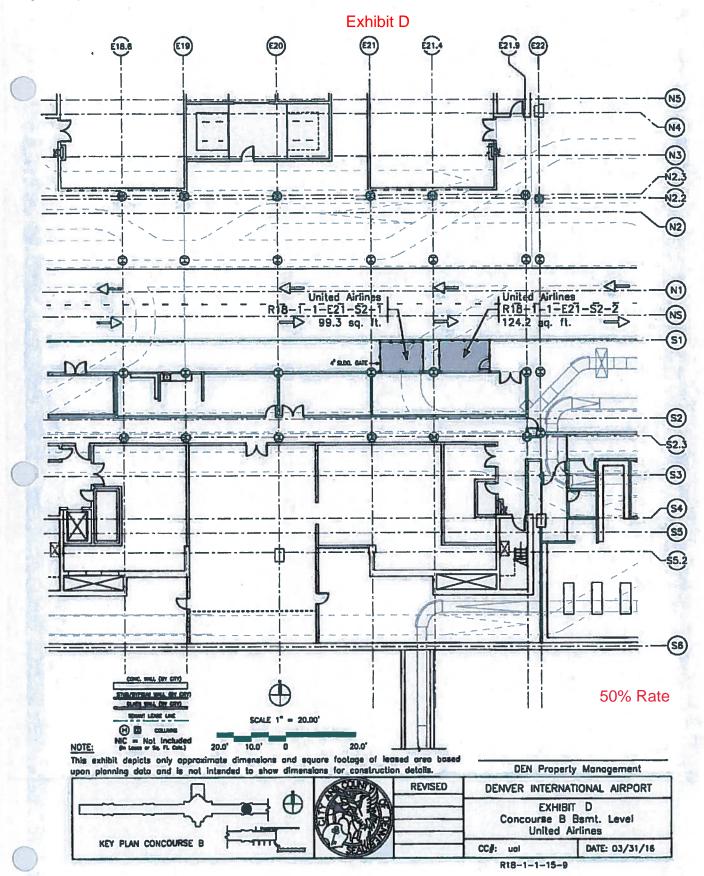
UNITED AIRLINES MAINTENANCE AREA CCB_00 EAST 10610.6



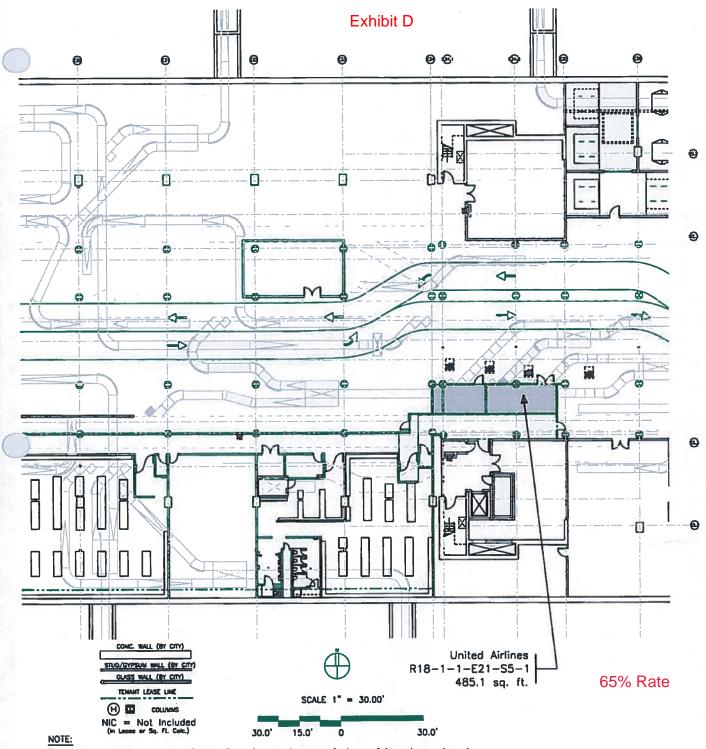


__Exhibit D

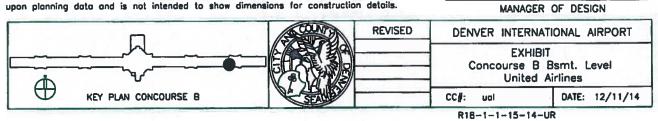


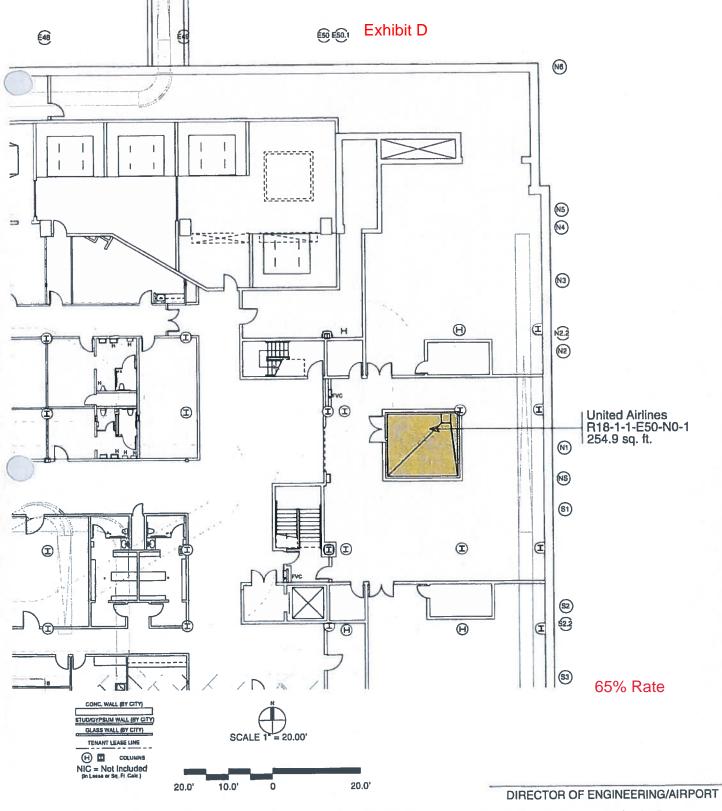


And the second



This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details.

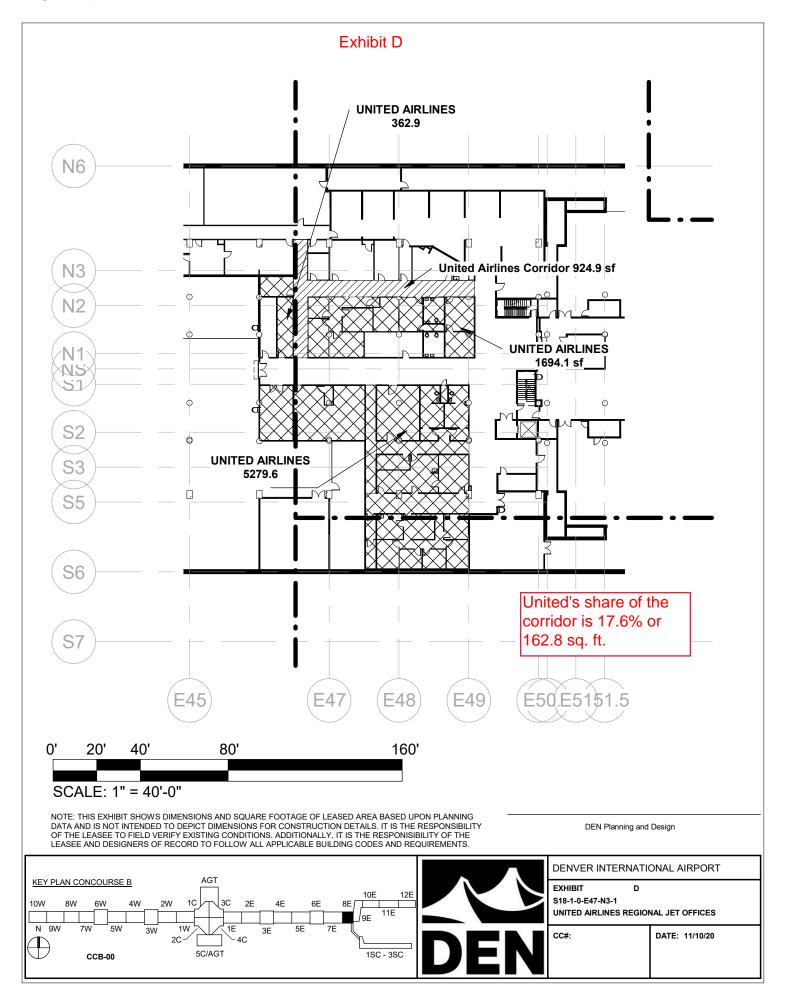


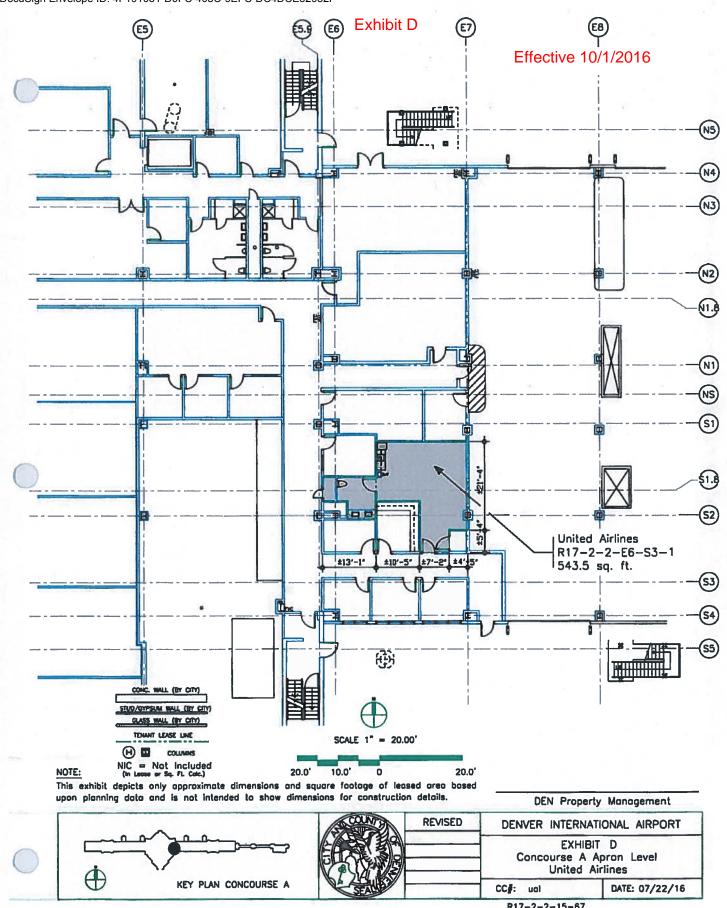


NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

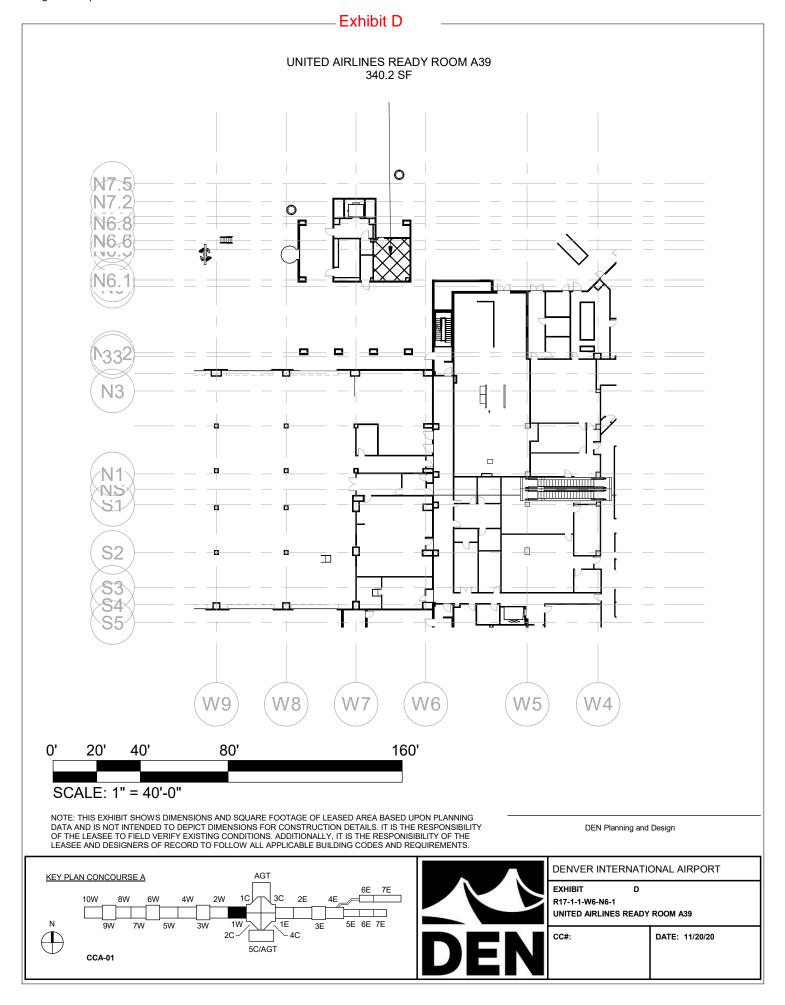
		ONCOURSE B	REVISED	DENVER INTER	RNATIONAL AIRPORT
	/			EXHIBIT D Concourse B Bsmt. Level	
					Airlines
	\oplus	A HIND		CC#: ual1	DATE: 3/14/94

R18-1-1-15-16





R17-2-2-15-67



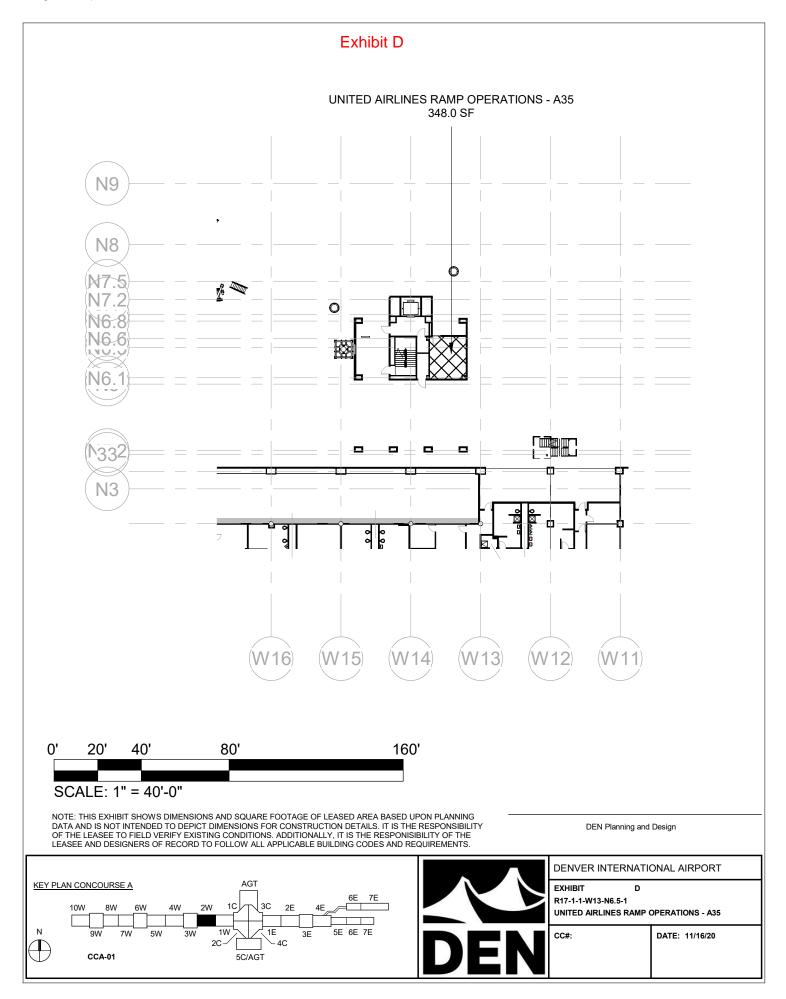
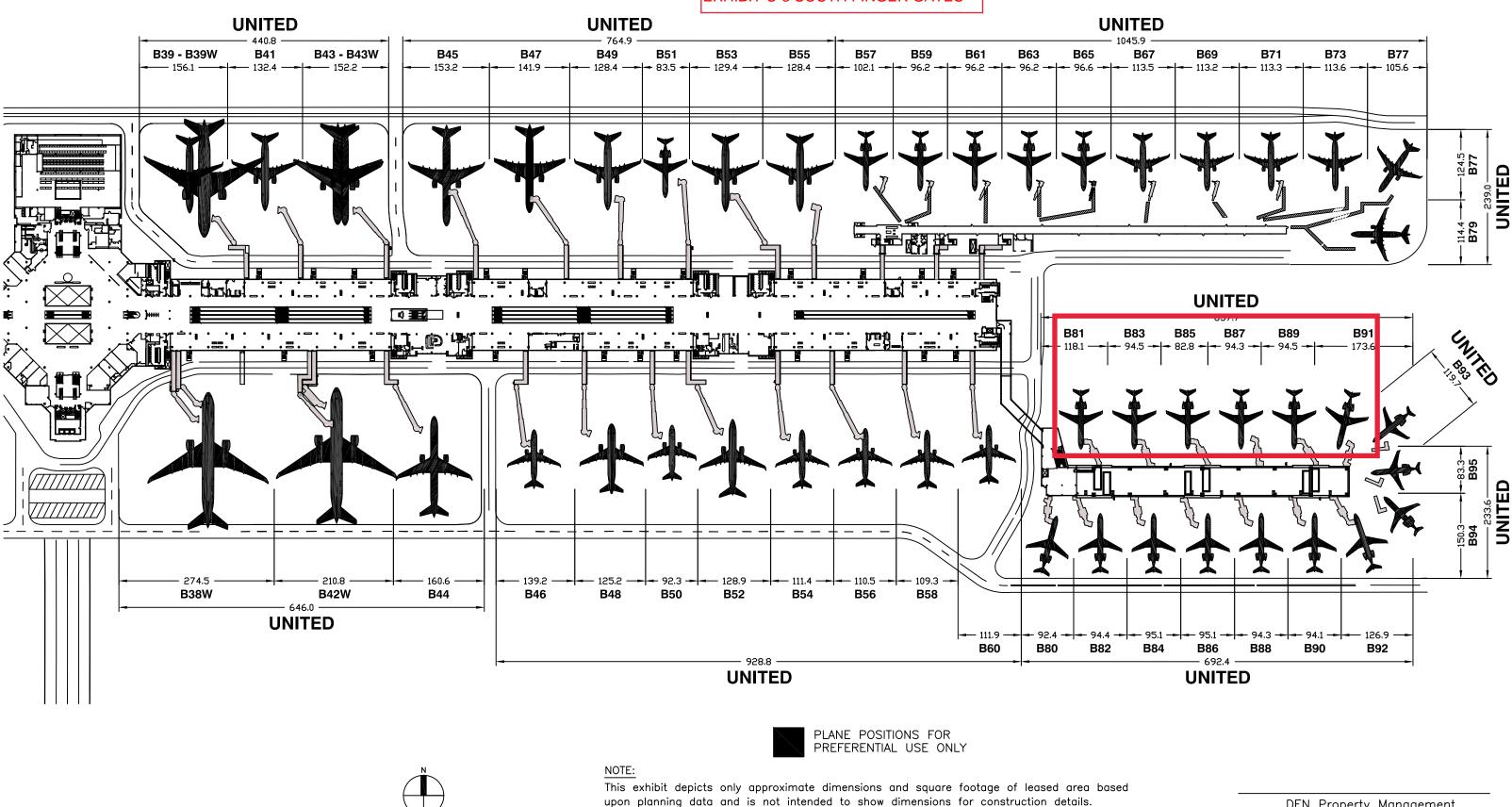


EXHIBIT C-3

EXHIBIT C-3 SOUTH FINGER GATES



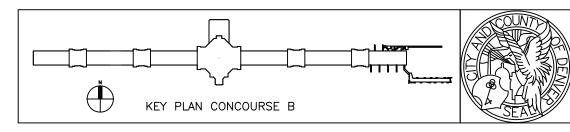
SCALE 1" = 160.00'

0

160.0'

160.0'

80.0'



	DEN Property	Management			
REVISED	DENVER INTERNATI	DENVER INTERNATIONAL AIRPORT			
	United Air	EXHIBIT C -3 United Airlines Gate Location			
	CC#: ual	DATE: 02/15/18			
AC-PKG-UAL-2018					

EXHIBIT D-3

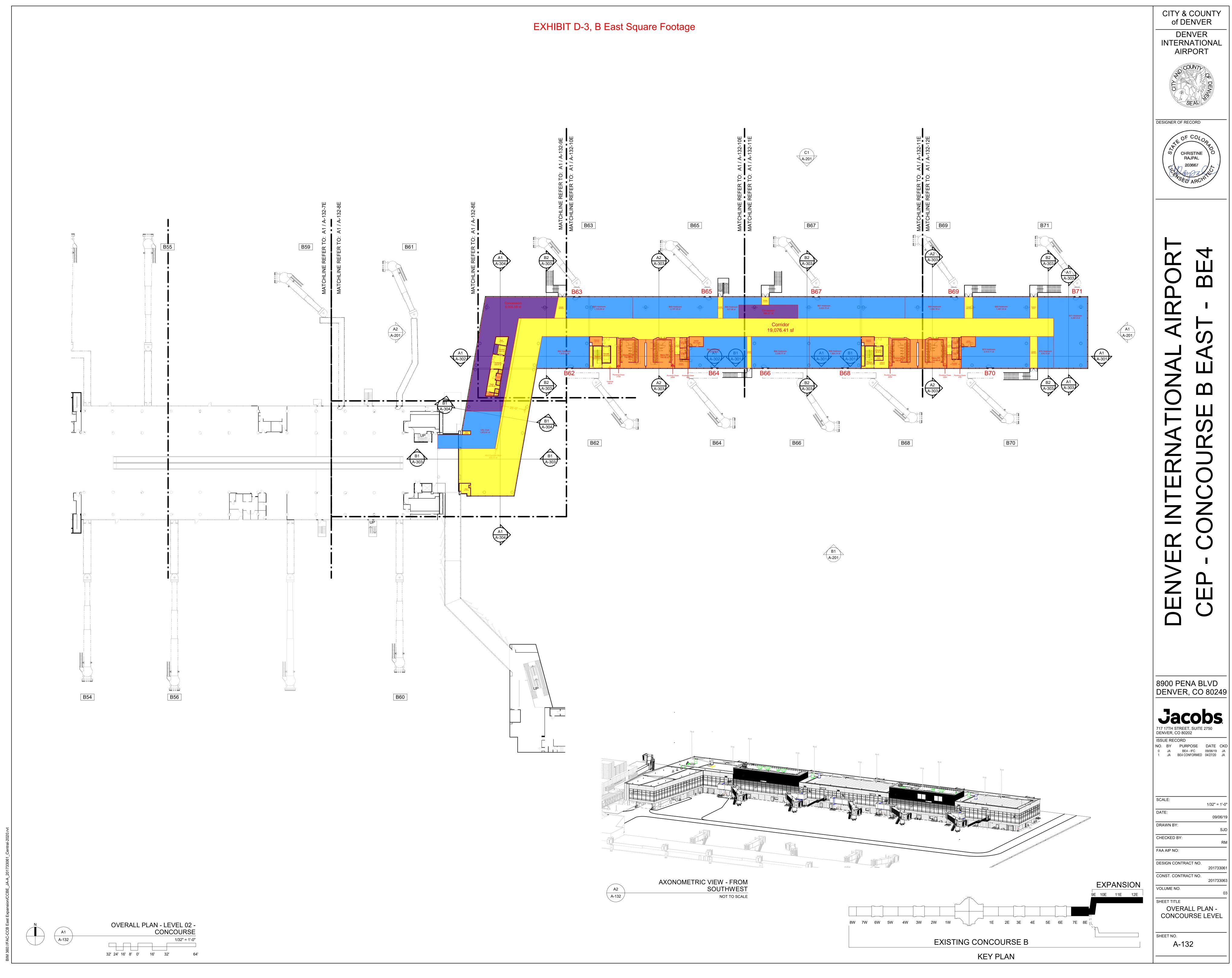


EXHIBIT D-8

B EAST CLUB LITE | SITE PLAN

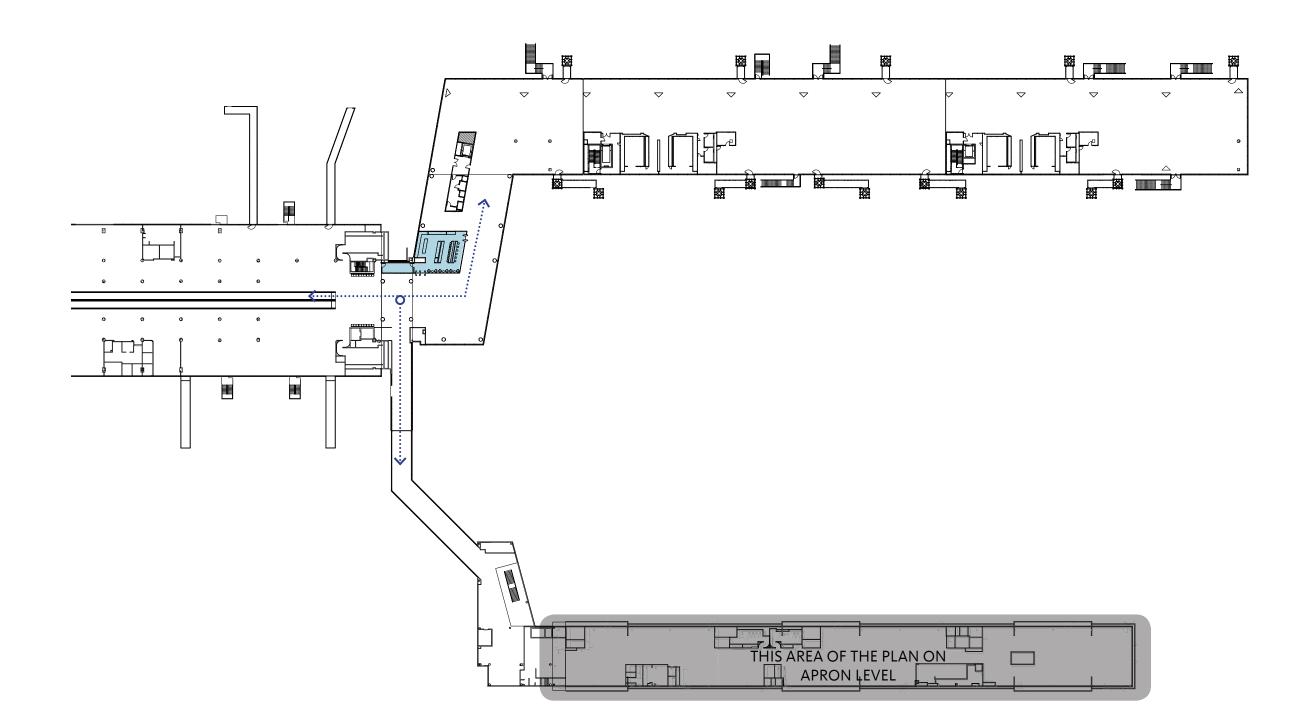
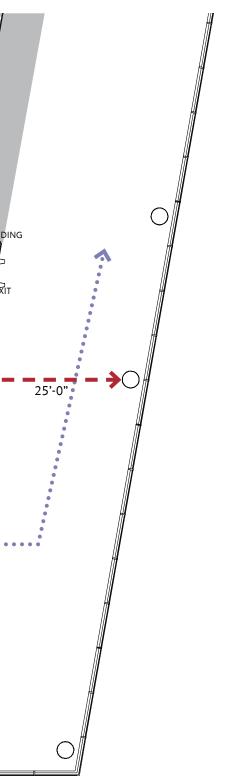




EXHIBIT D-8, B East Club Page 2 of 2

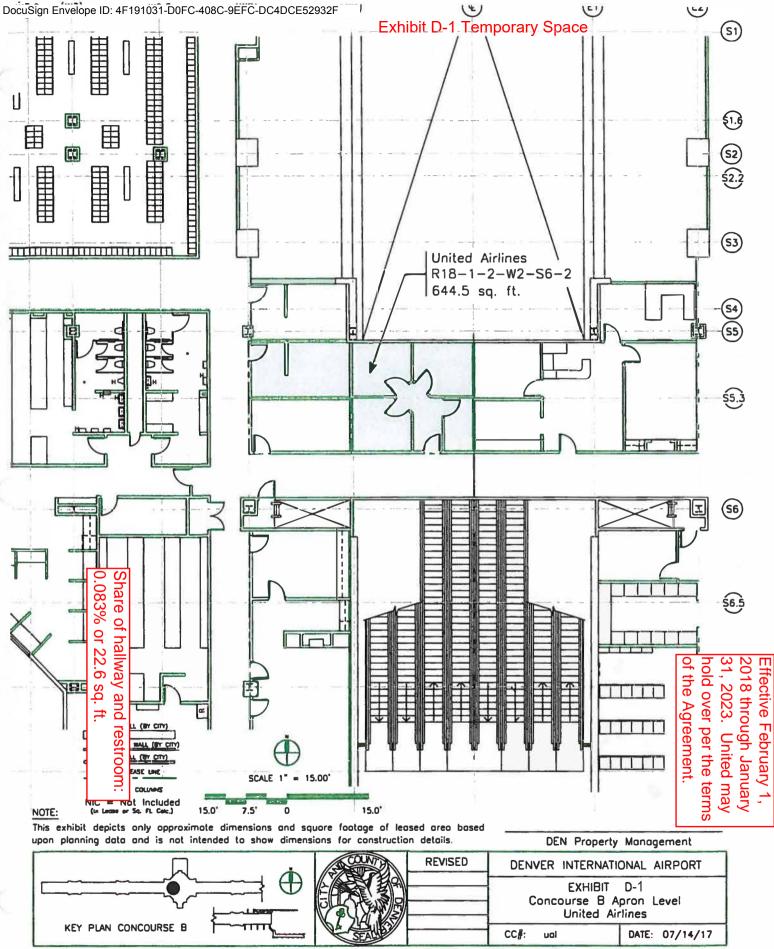
B EAST CLUB LITE | ENLARGED SITE PLAN CONCESSIONAIRES 罞 $^{\prime}\mathrm{O}$ GRAB AND GO PACKAGED FOOD BERVICE SELF-SERVE DRINKS \bigcirc |||STORAGE AREA / JANITOR BRANDING $\textcircled{}$ APPROX. 38'-0" APPROX. 25'-6" NAGE VFINDING SIGNAGE ABOVE WAYFINDING SIGN ABOVE **&**..... \bigcirc \bigcirc



APPROX. 1,582 SF

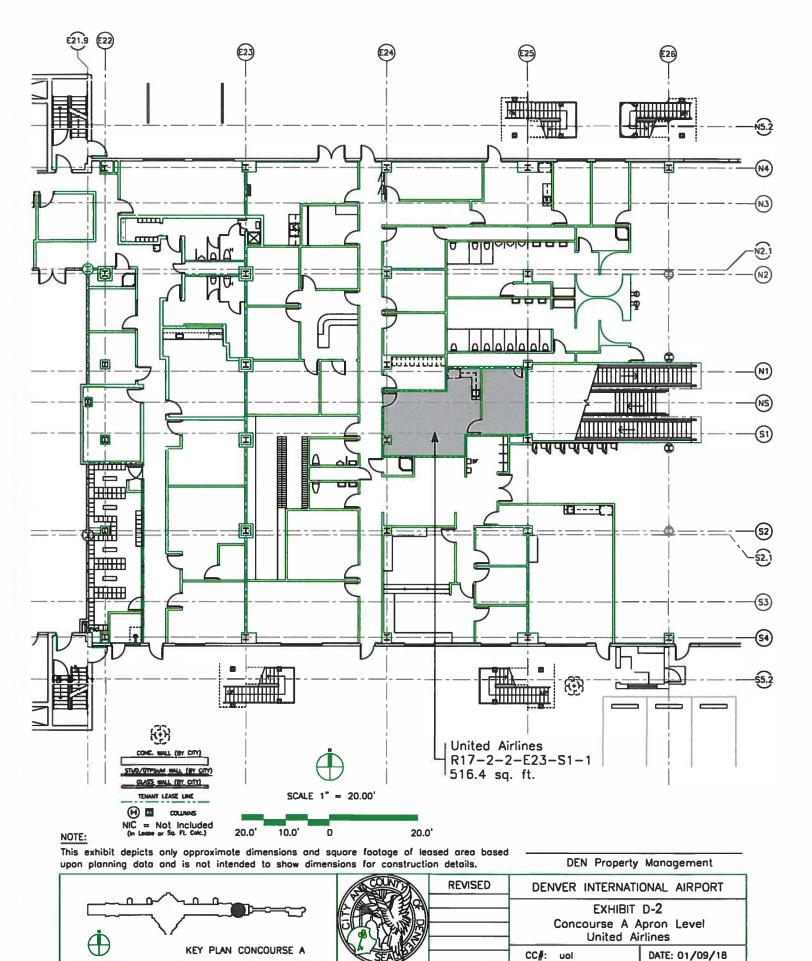
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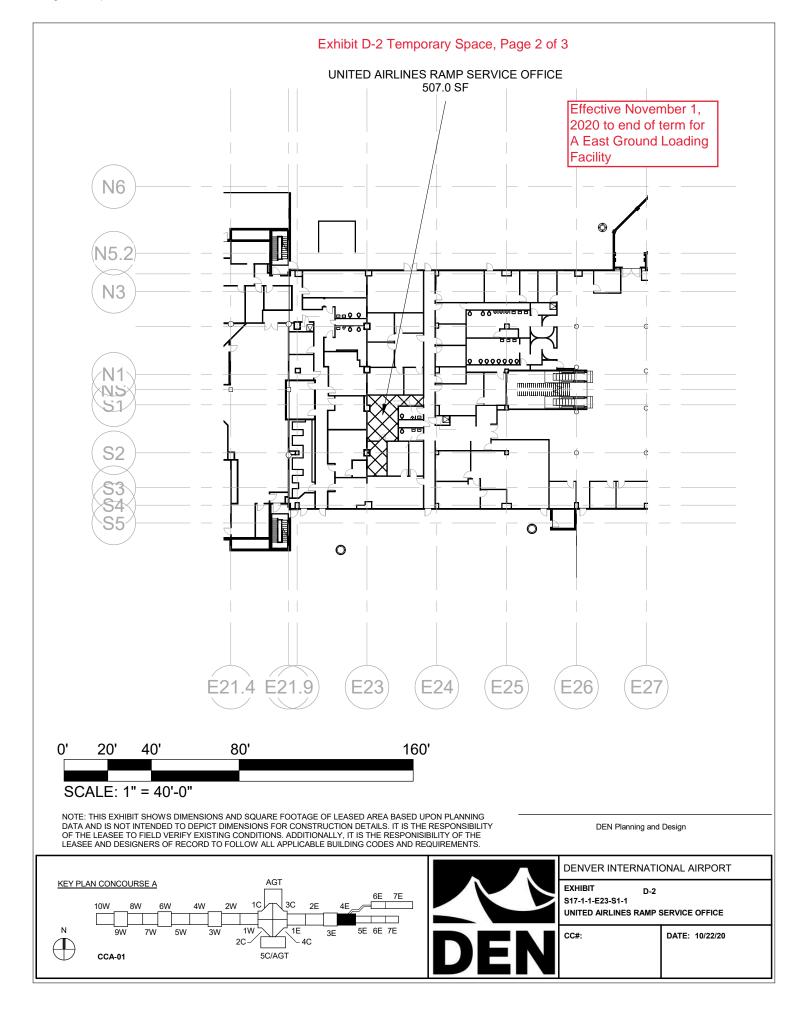
EXHIBIT D-1



R18-1-2-15-65

EXHIBIT D-2





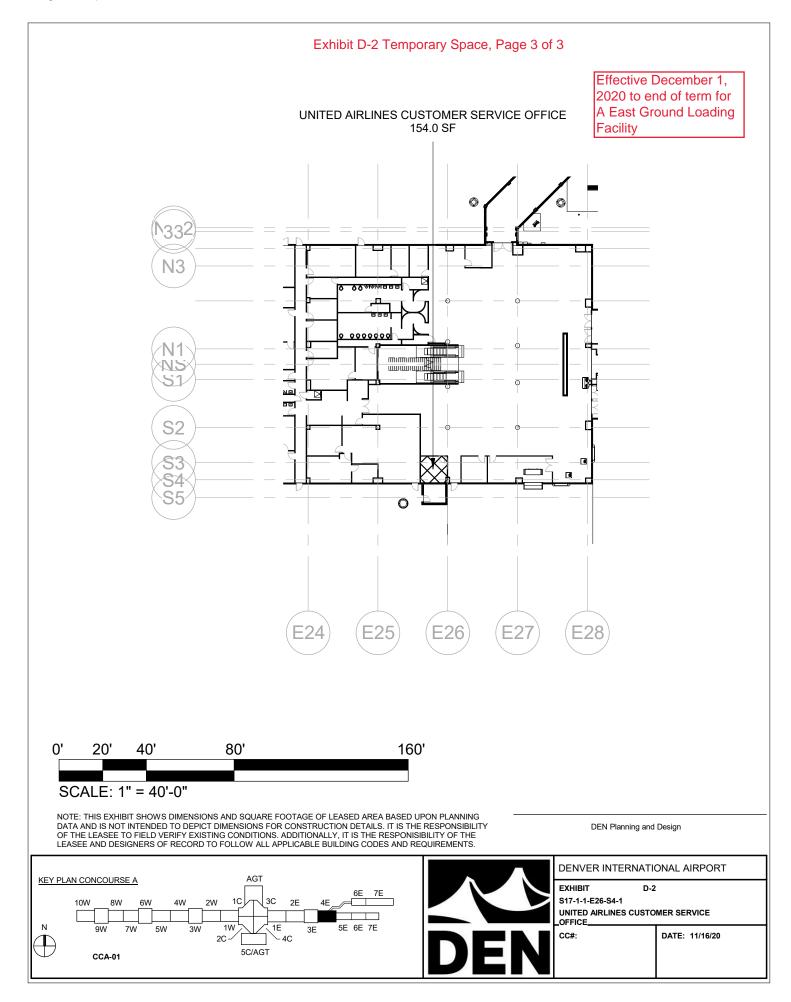
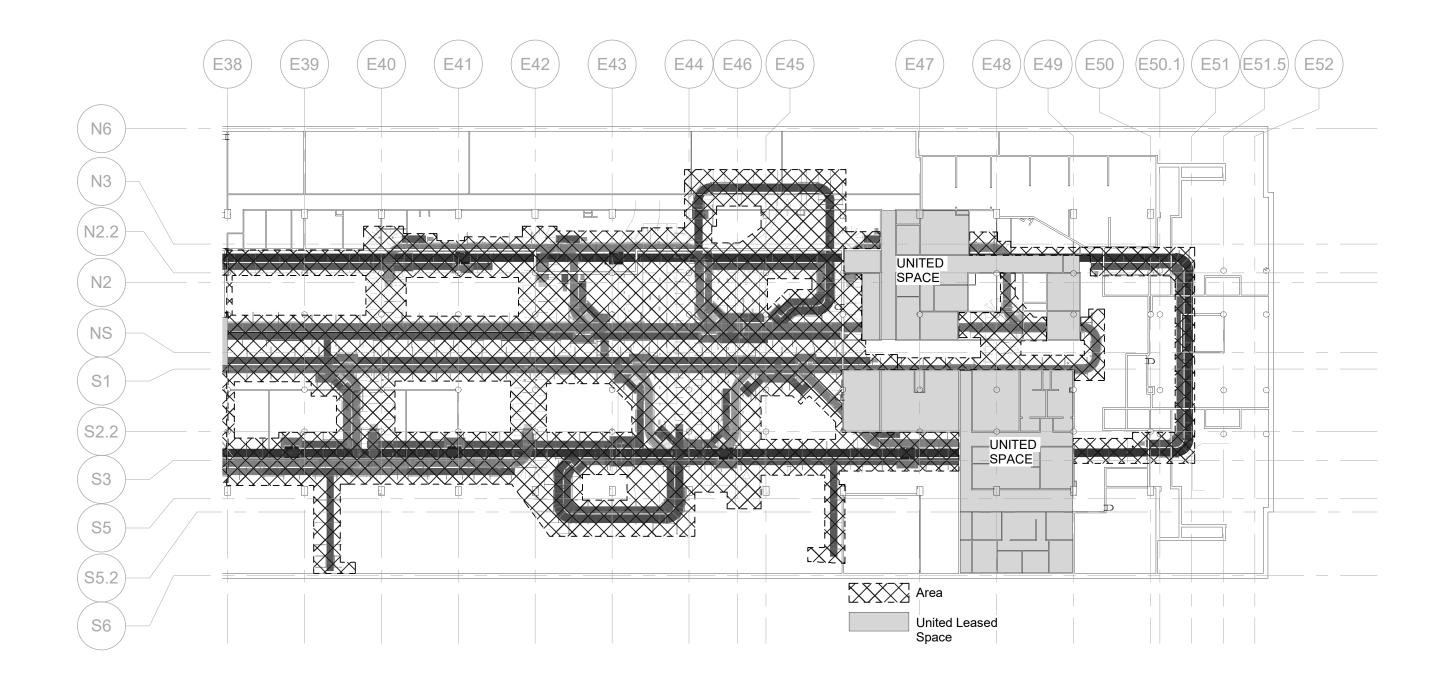
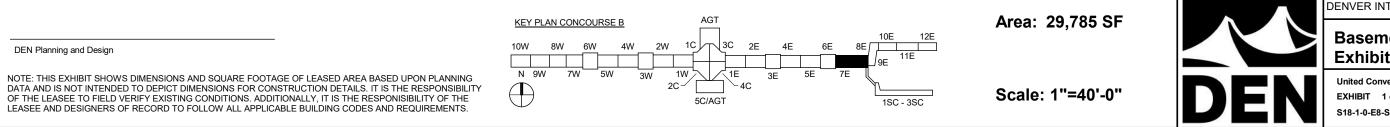


EXHIBIT D-4

Exhibit D-4 United Baggage System, Page 1 of 16





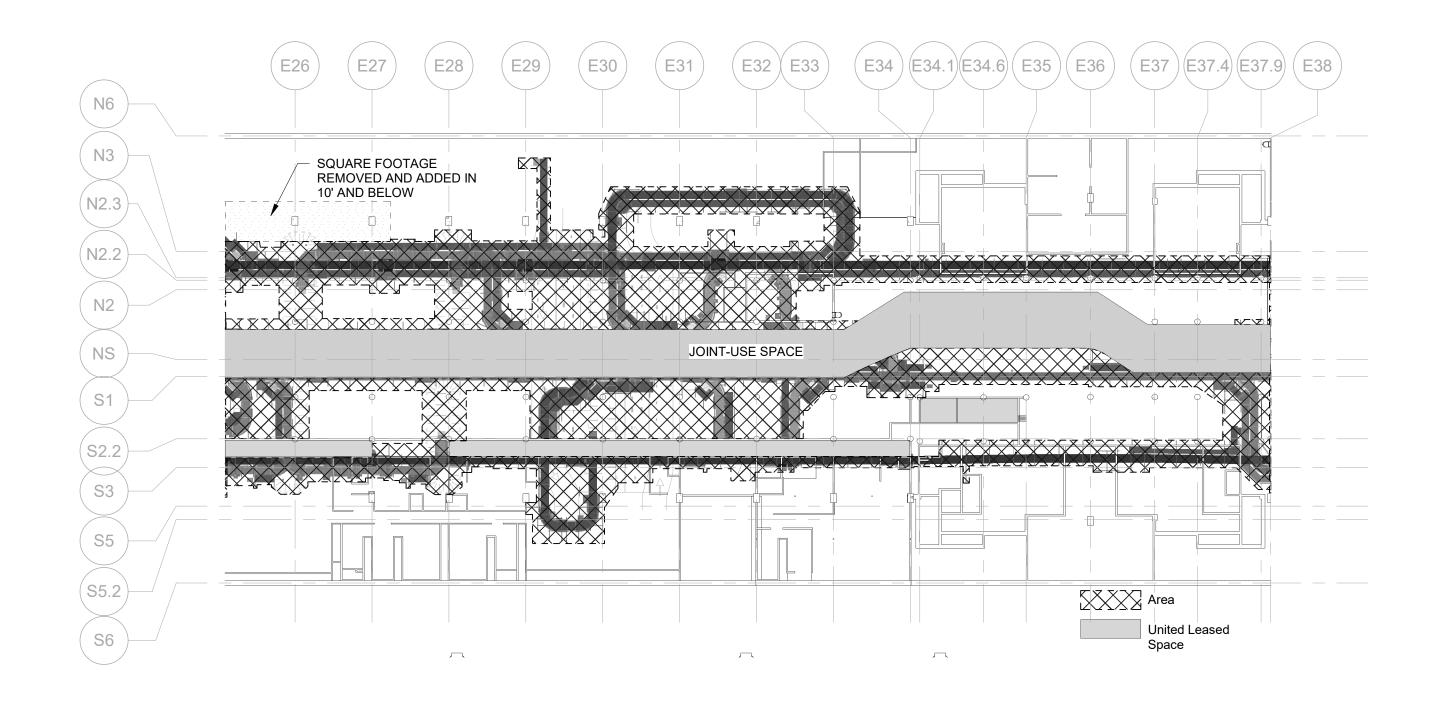
DENVER INTERNATIONAL AIRPORT

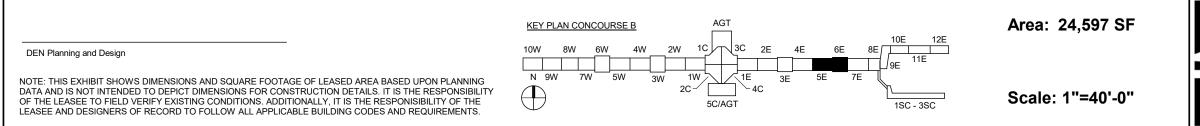
Basement Level, Lease Exhibit, 10'-0" and Above

United Conveyor EXHIBIT 1 of 16 S18-1-0-E8-S3-9

Concourse B

Exhibit D-4 United Baggage System, Page 2 of 16





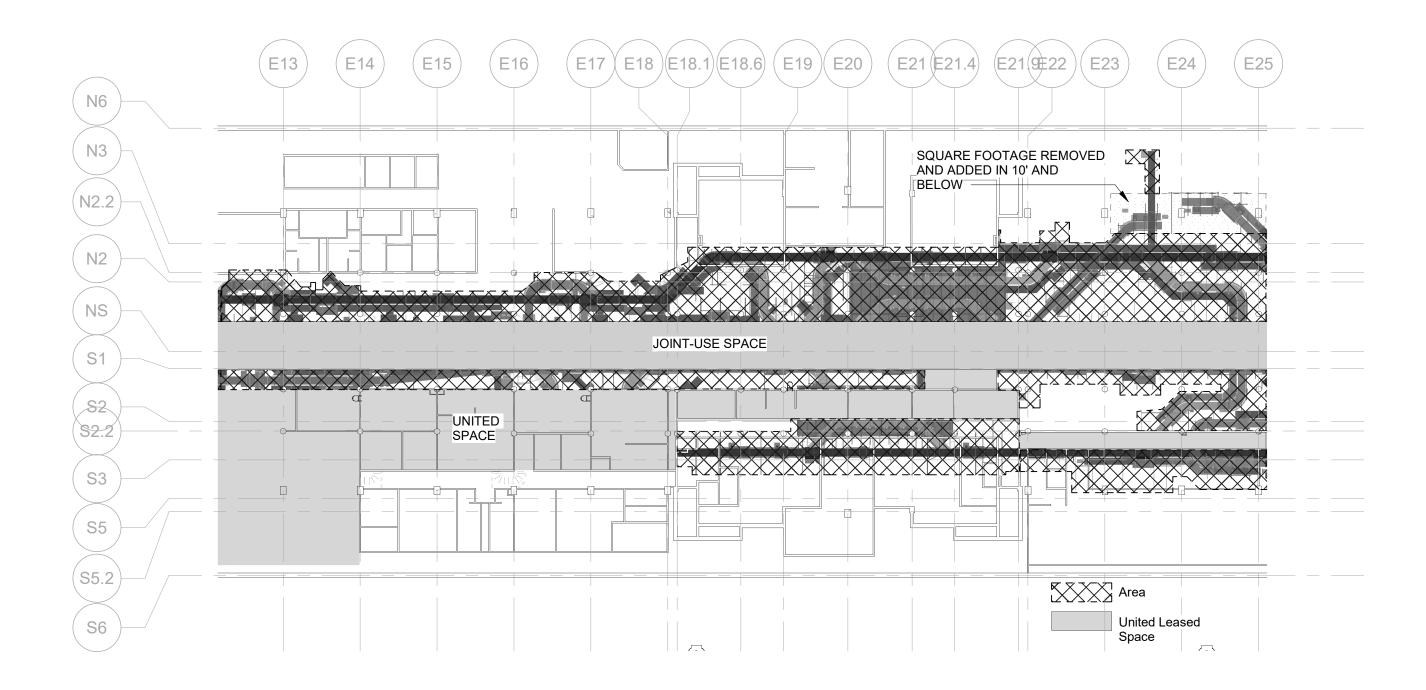


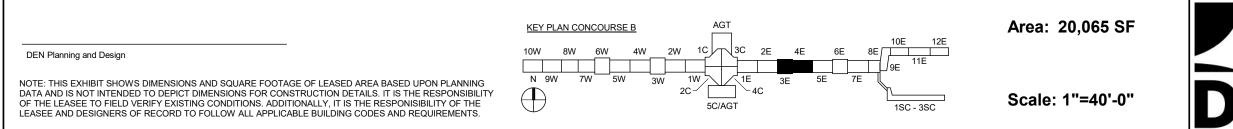
DENVER INTERNATIONAL AIRPORT

Basement Level, Lease Exhibit, 10'-0" and Above

United Conveyor EXHIBIT 2 of 16 S18-1-0-E8-S3-8 Concourse B

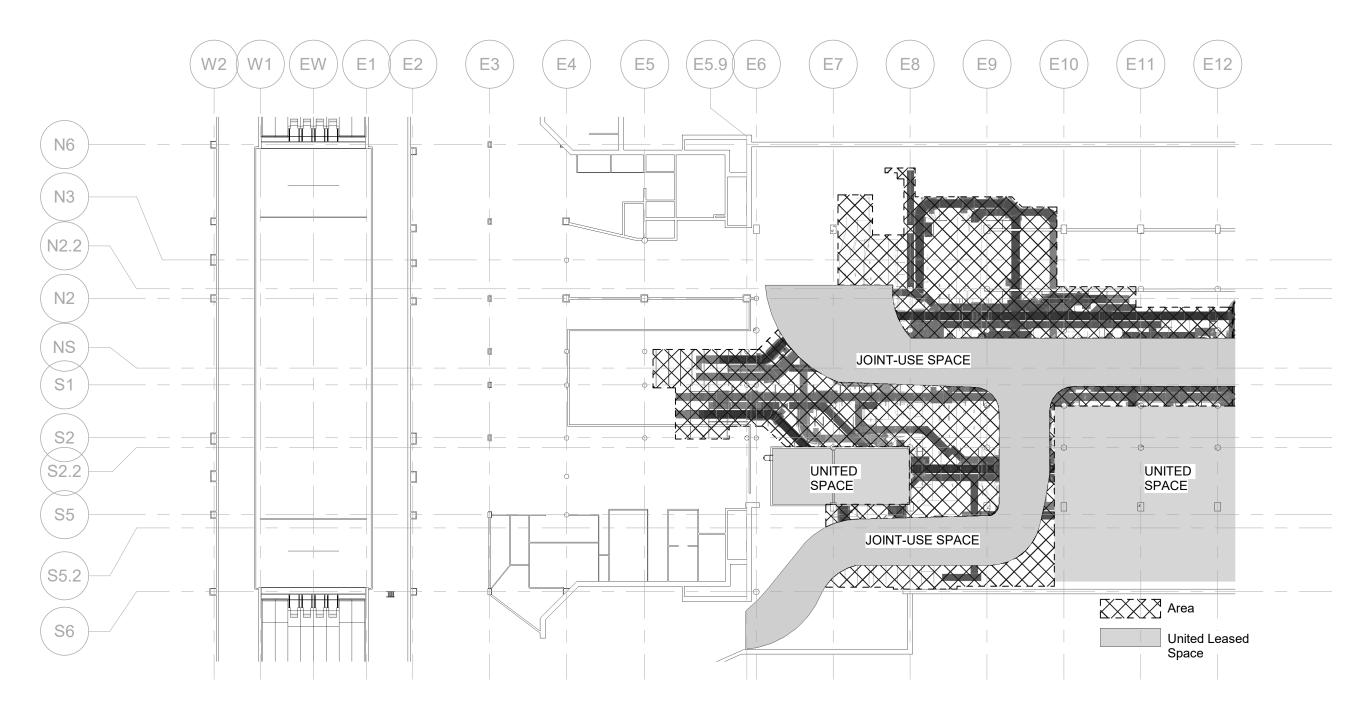
Exhibit D-4 United Baggage System, Page 3 of 16





	DENVER INTERNATIONAL AIRPORT										
	Basement L Exhibit, 10'-	•									
EN	United Conveyor EXHIBIT 3 of 16 S18-1-0-E8-S3-7	Concourse B	DATE: 10/30/20								

Exhibit D-4 United Baggage System, Page 4 of 16



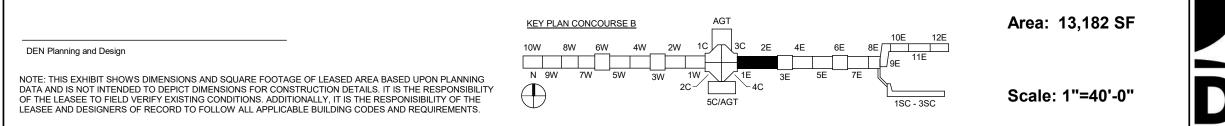
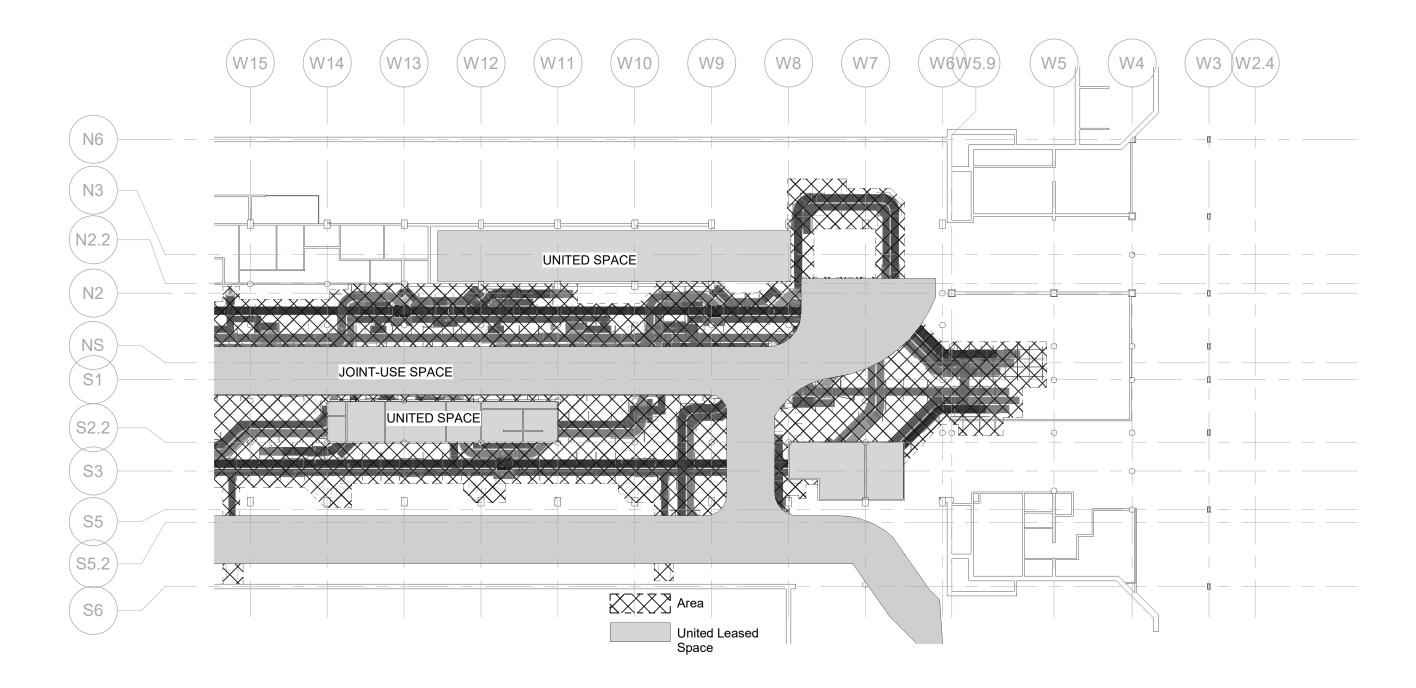
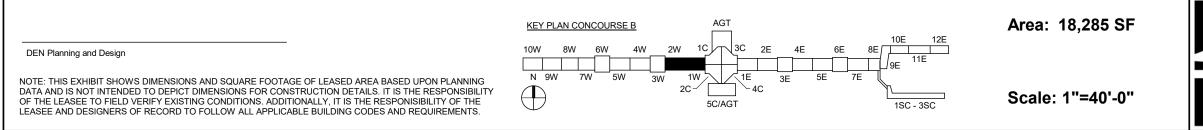
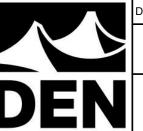




Exhibit D-4 United Baggage System, Page 5 of 16





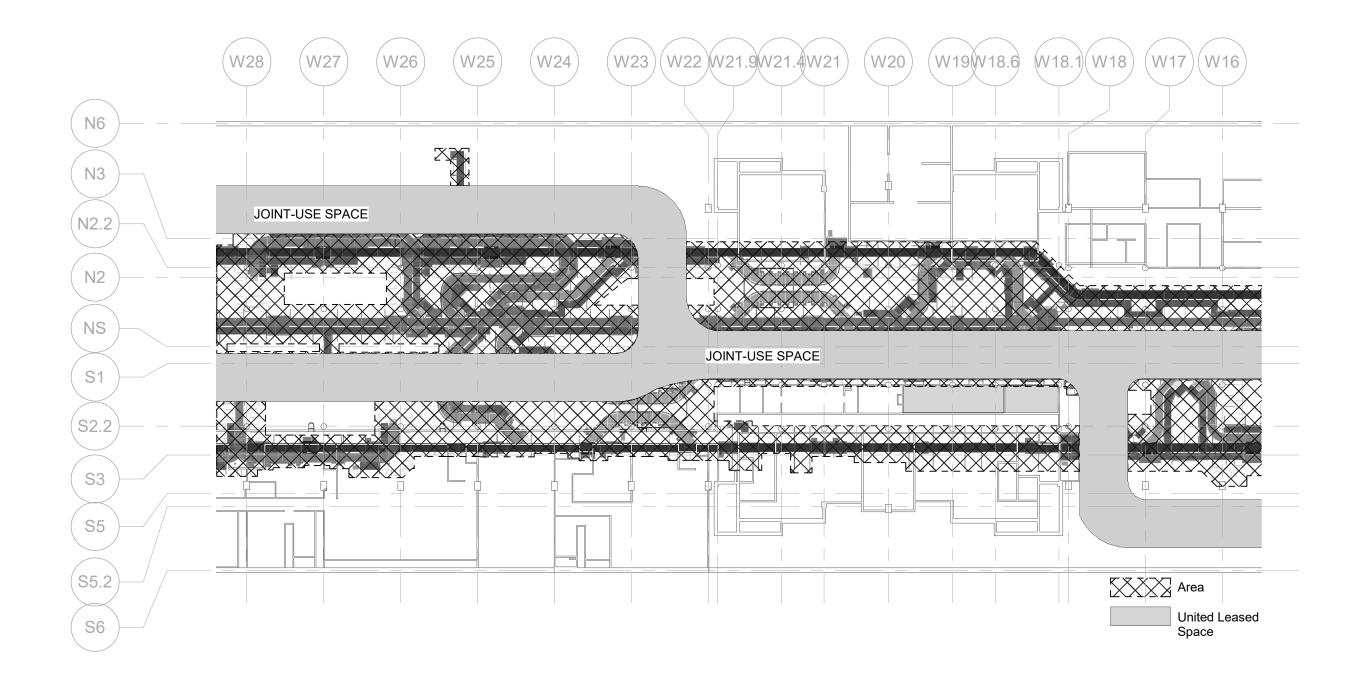


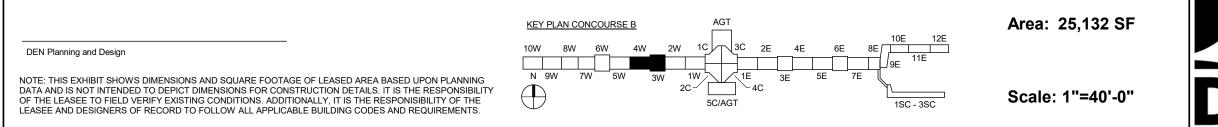
DENVER INTERNATIONAL AIRPORT

Basement Level, Lease Exhibit, 10'-0" and Above

United Conveyor EXHIBIT 5 of 16 R18-1-0-W35-N2-6 Concourse B

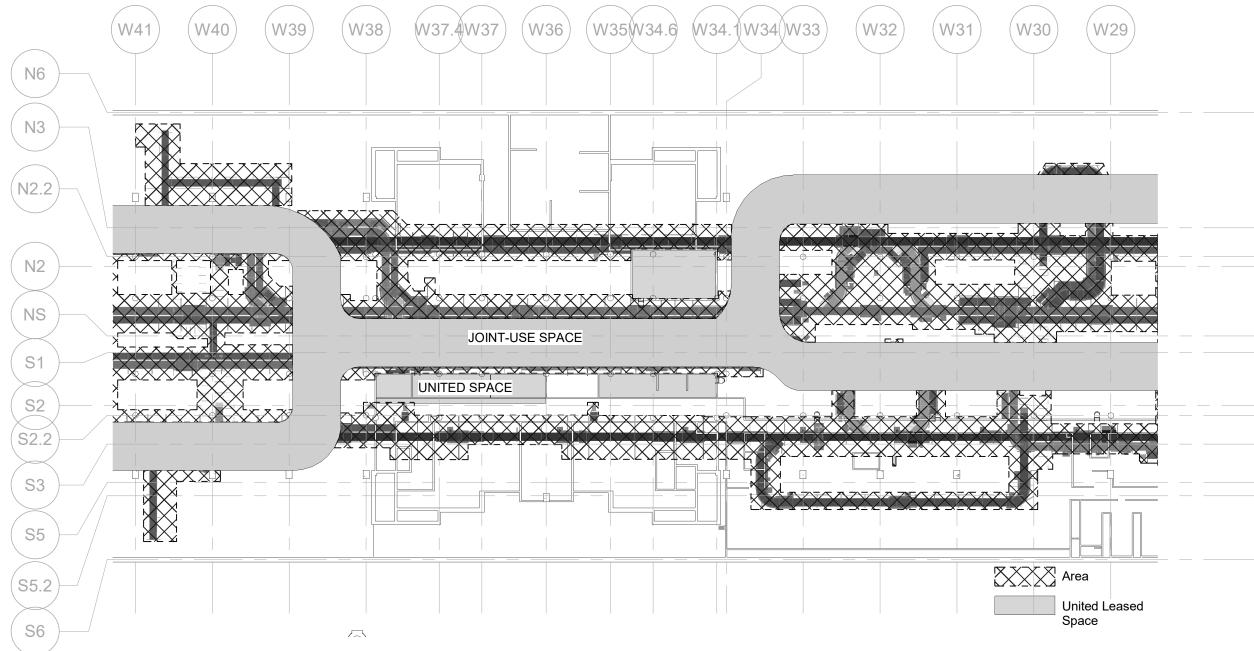
Exhibit D-4 United Baggage System, Page 6 of 16

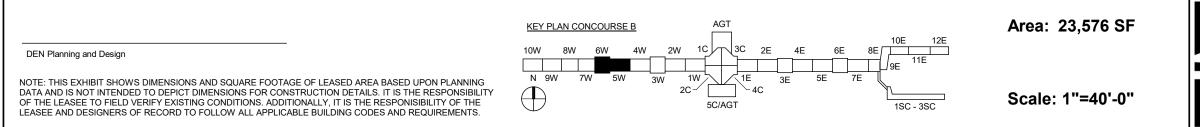




	DENVER INTERNAT	DENVER INTERNATIONAL AIRPORT										
	Basement Level, Lease Exhibit, 10'-0" and Above											
DEN	United Conveyor EXHIBIT 6 of 16 R18-1-0-W35-N2-7	Concourse B	DATE: 10/30/20									

Exhibit D-4 United Baggage System, Page 7 of 16





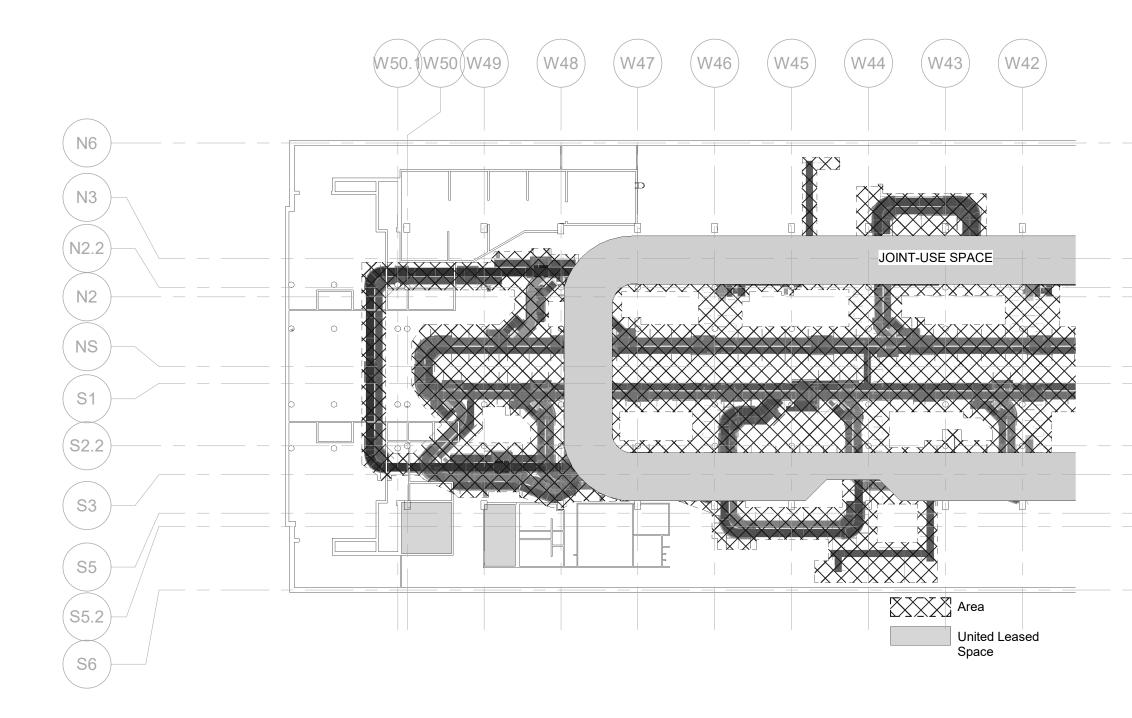


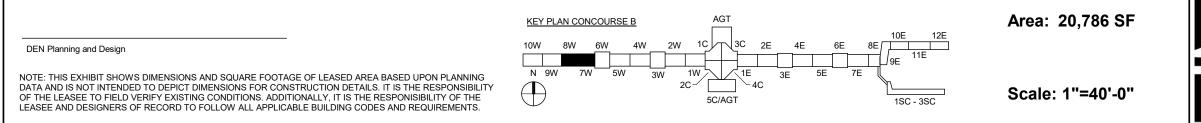
DENVER INTERNATIONAL AIRPORT

Basement Level, Lease Exhibit, 10'-0" and Above

United Conveyor EXHIBIT 7 of 16 R18-1-0-W35-N2-8 Concourse B

Exhibit D-4 United Baggage System, Page 8 of 16





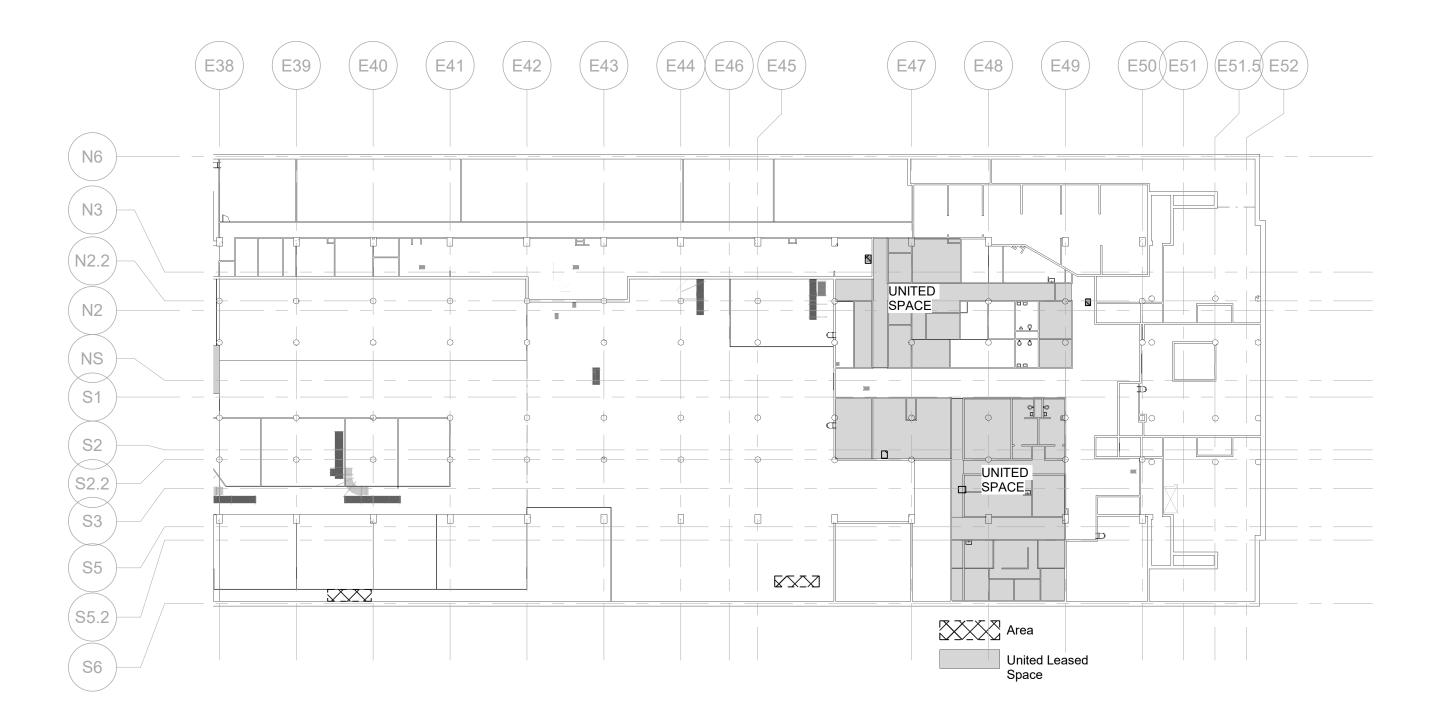


DENVER INTERNATIONAL AIRPORT

Basement Level, Lease Exhibit, 10'-0" and Above

United Conveyor EXHIBIT 8 of 16 R18-1-0W35-N2-9 Concourse B

Exhibit D-4 United Baggage System, Page 9 of 16



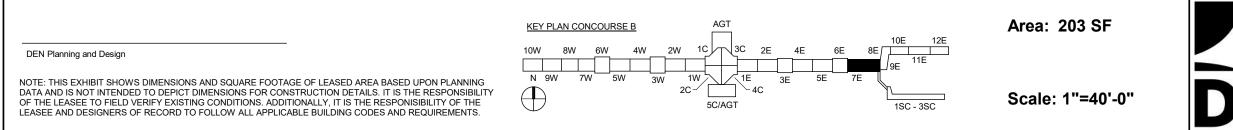
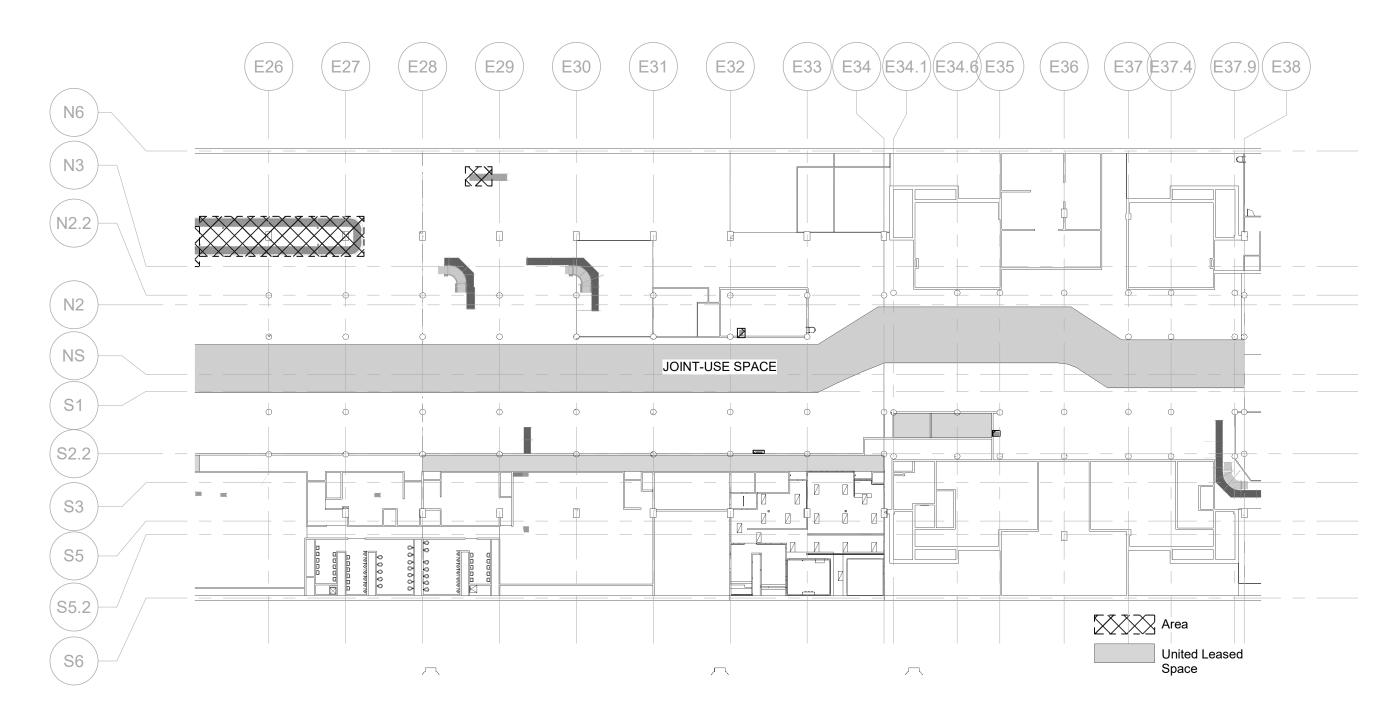




Exhibit D-4 United Baggage System, Page 10 of 16



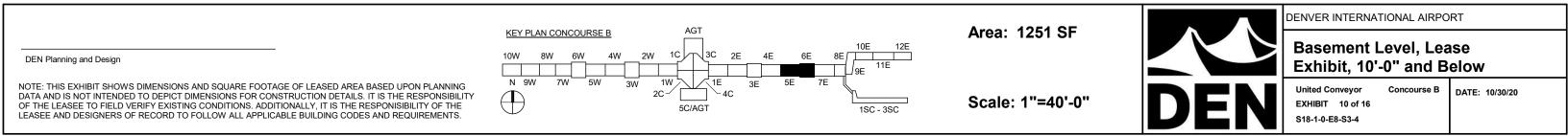
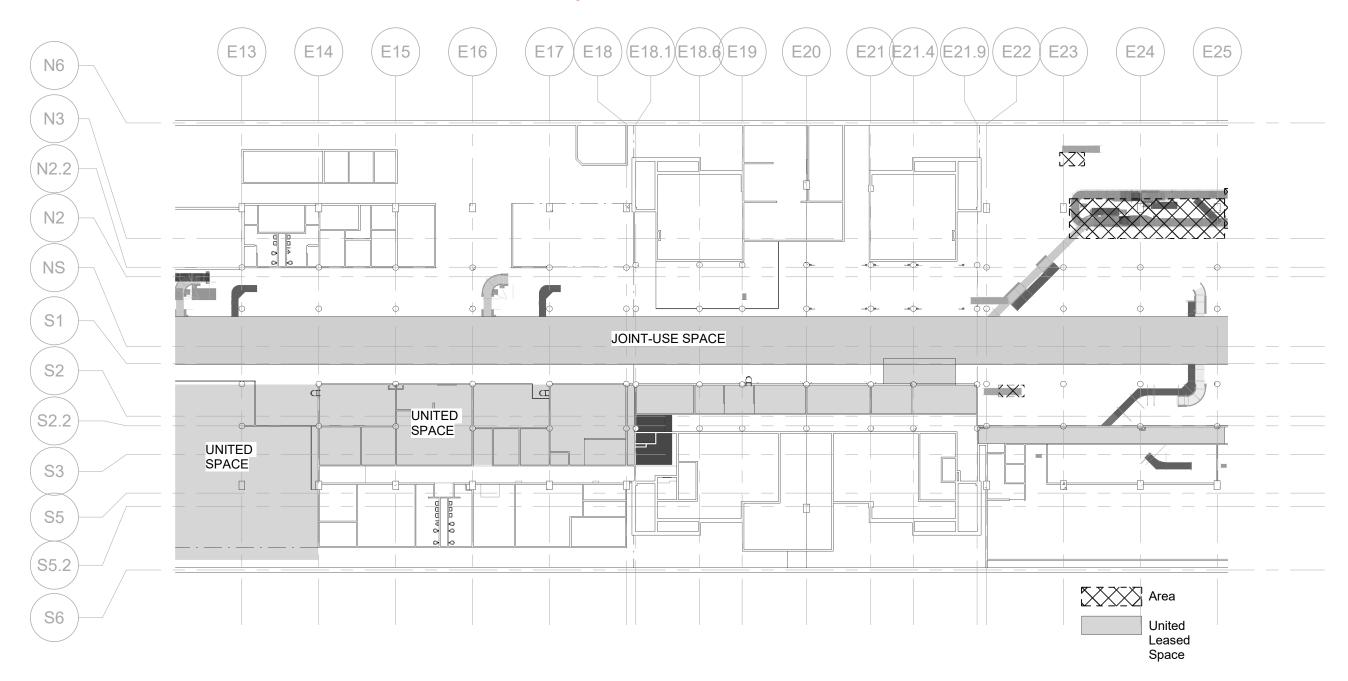


Exhibit D-4 United Baggage System, Page 11 of 16



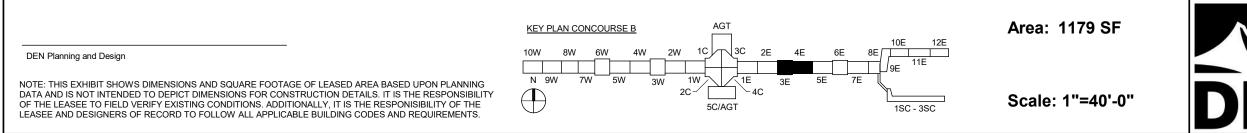
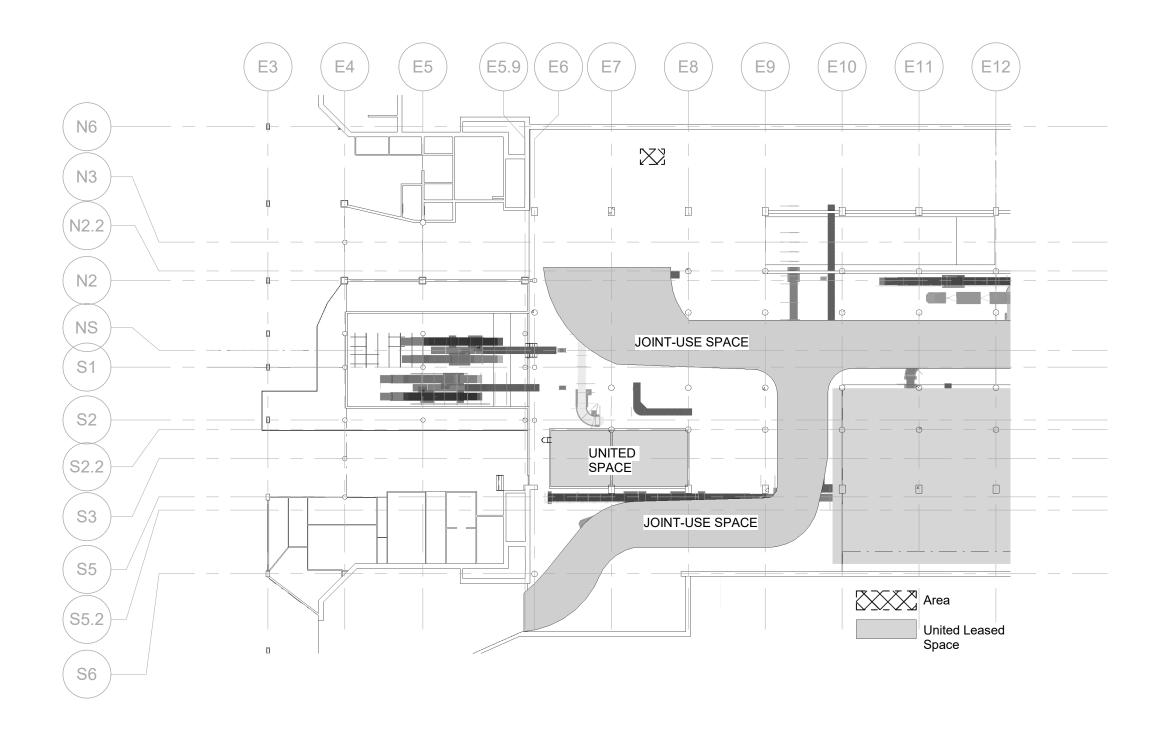
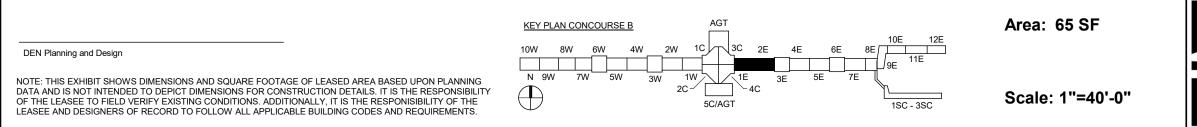




Exhibit D-4 United Baggage System, Page 12 of 16





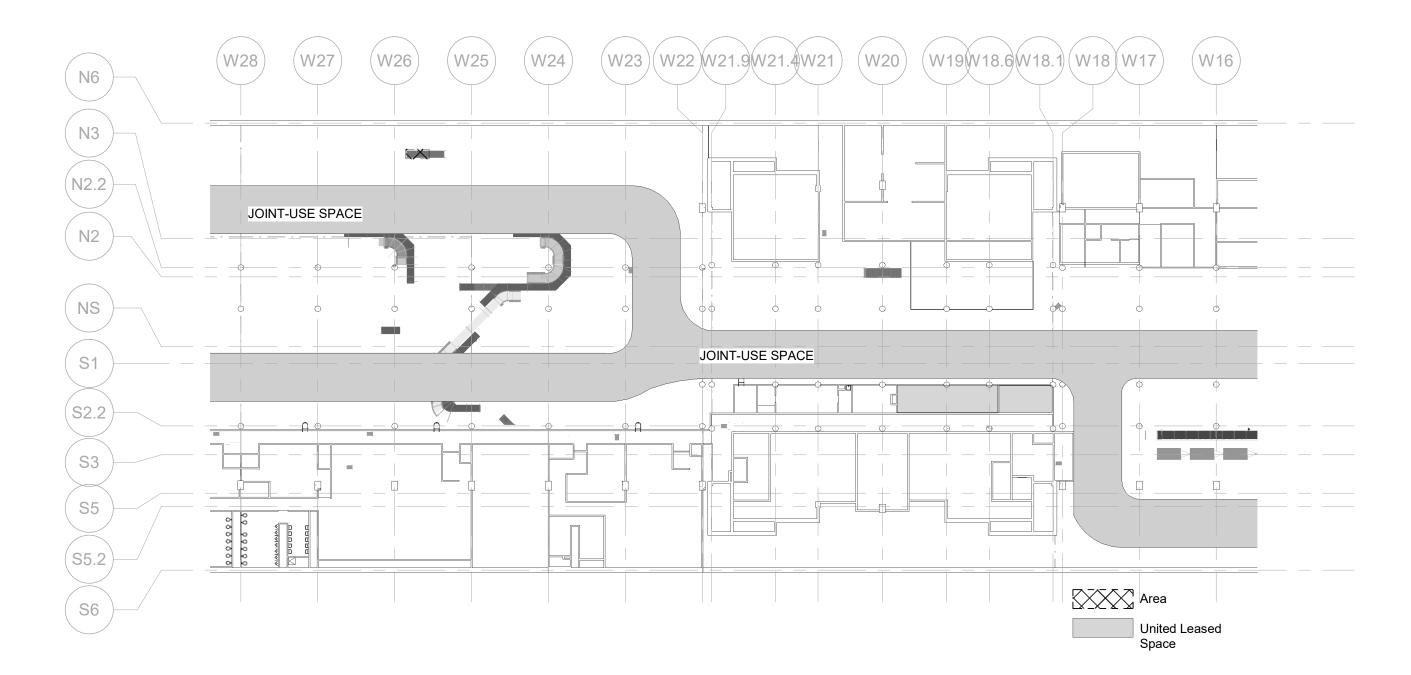


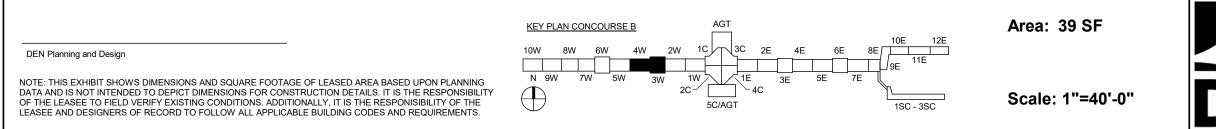
DENVER INTERNATIONAL AIRPORT

Basement Level, Lease Exhibit, 10'-0" and Below

United Conveyor EXHIBIT 12 of 16 S18-1-0-E8-S3-2 Concourse B

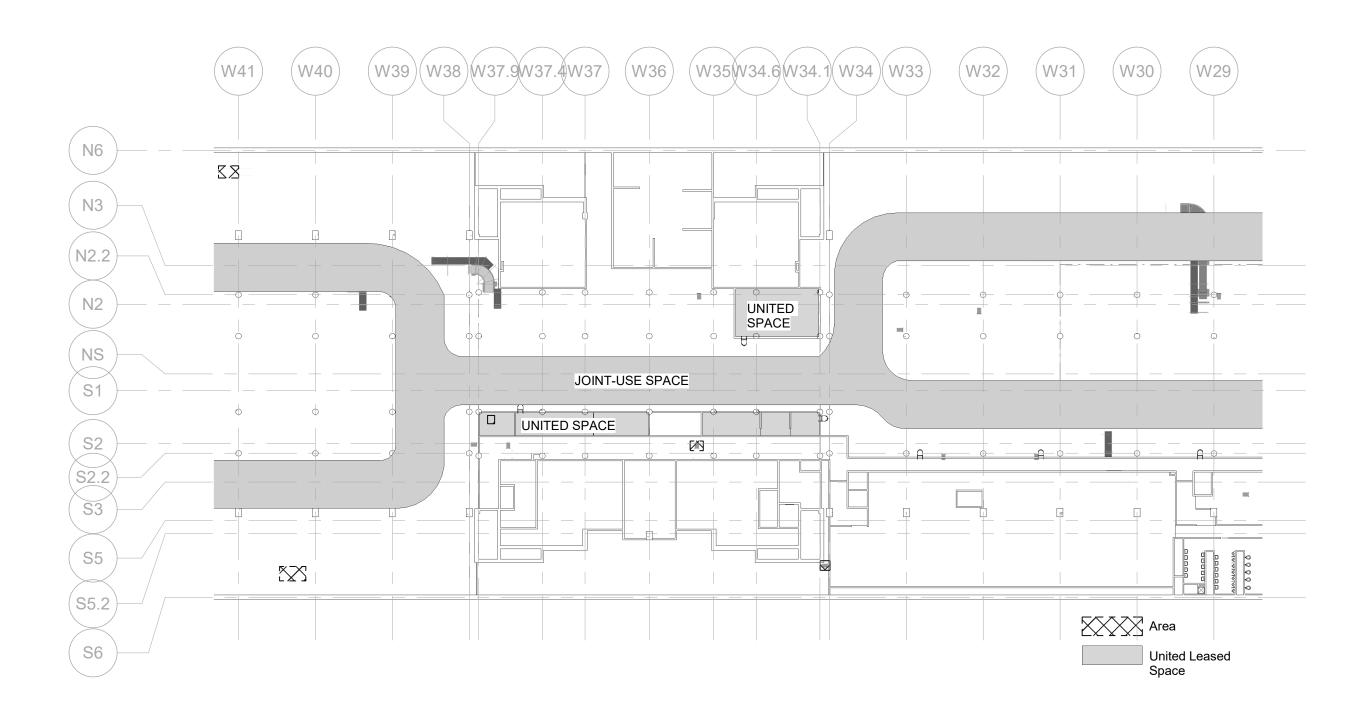
Exhibit D-4 United Baggage System, Page 13 of 16

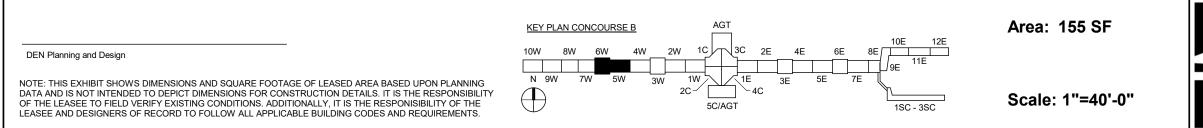




	DENVER INTERNATIONAL AIRPC	DENVER INTERNATIONAL AIRPORT										
	Basement Level, Lea Exhibit, 10'-0" and B											
DEN	United Conveyor Concourse B EXHIBIT 13 of 16 R18-1-0-W35-N2-3	DATE: 10/30/20										

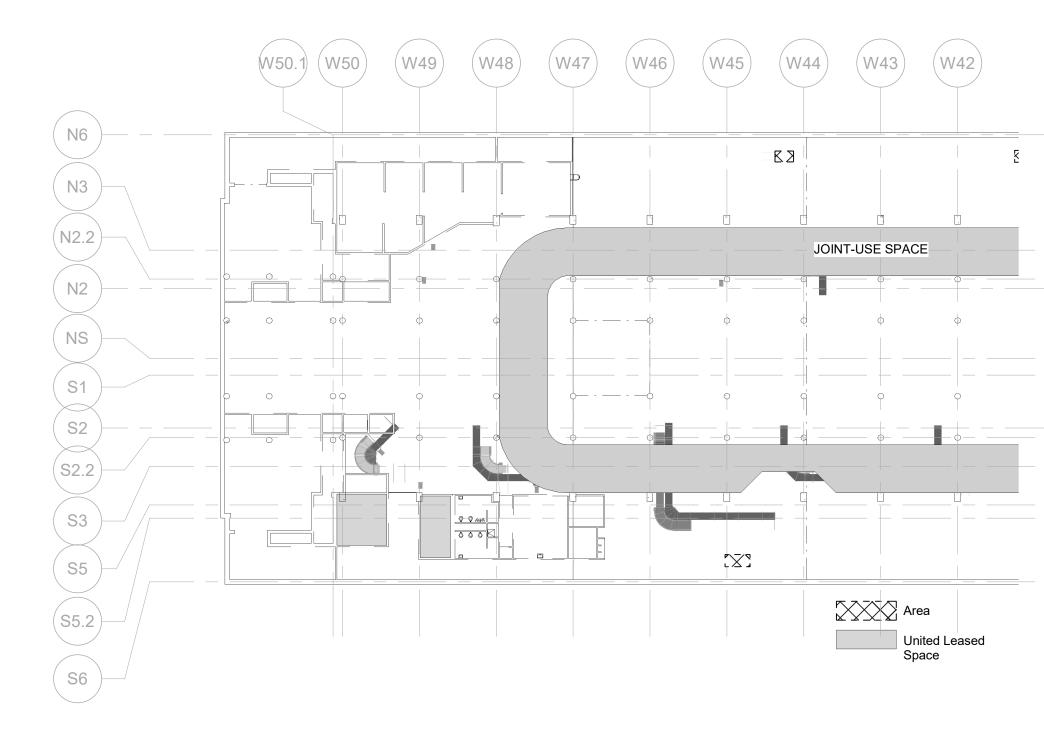
Exhibit D-4 United Baggage System, Page 14 of 16

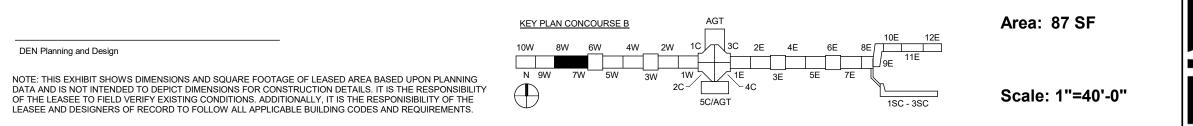




	DENVER INTERNATIONAL AIRPORT									
	Basement Level, Lease Exhibit, 10'-0" and Below									
DEN	United Conveyor Concourse B EXHIBIT 14 of 16 R18-1-0-W35-N2-4	DATE: 10/30/20								

Exhibit D-4 United Baggage System, Page 15 of 16





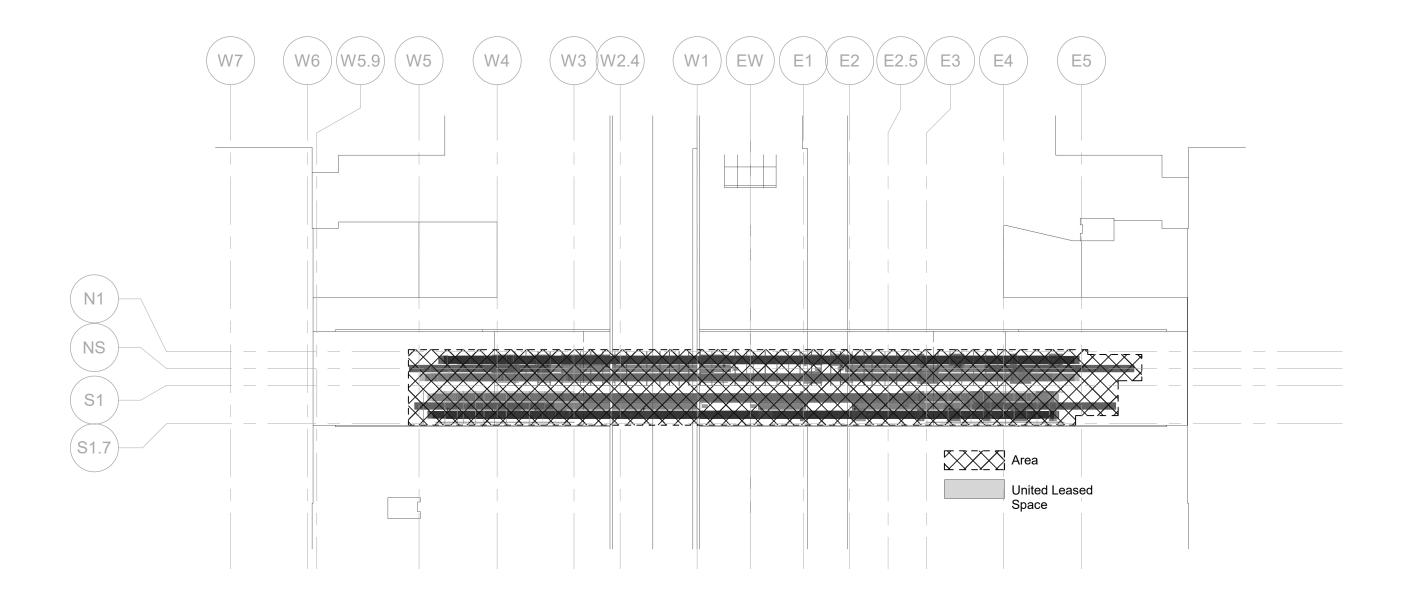


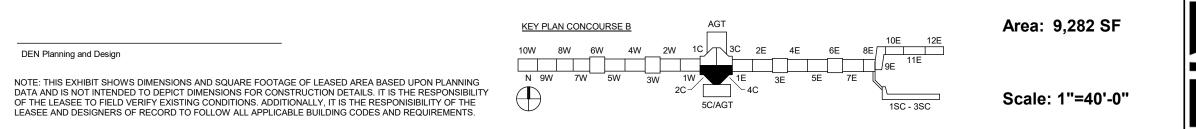
DENVER INTERNATIONAL AIRPORT

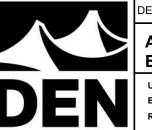
Basement Level, Lease Exhibit, 10'-0" and Below

United Conveyor EXHIBIT 15 of 16 R18-1-0-W35-N2-5 Concourse B

Exhibit D-4 United Baggage System, Page 16 of 16





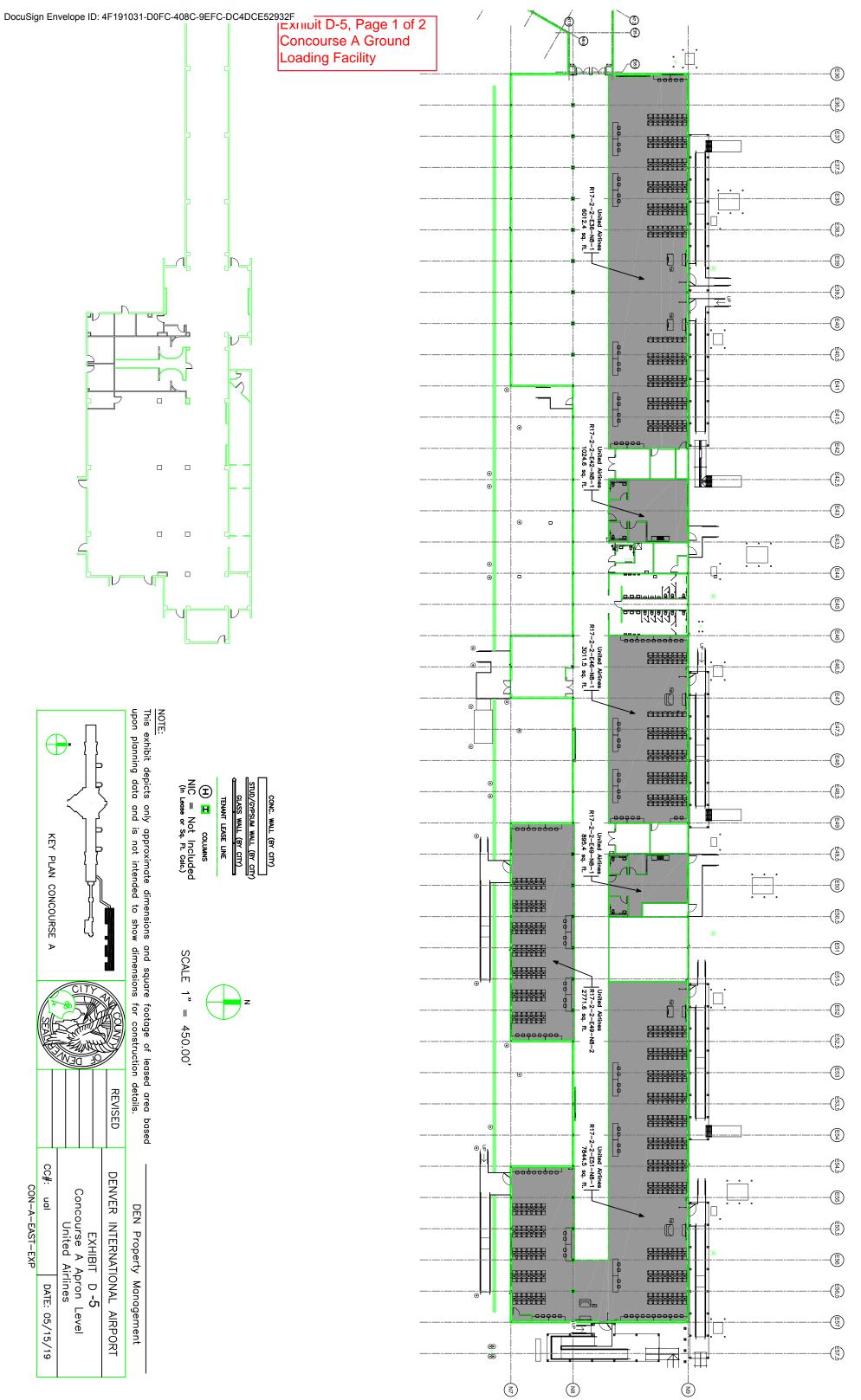


DENVER INTERNATIONAL AIRPORT

ABS Tunnel Level, Lease Exhibit, 10'-0" and Above

United Conveyor EXHIBIT 16 of 16 R18-1-0-W35-N2-0 Concourse B

EXHIBIT D-5



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			V RE	nstruction details.
			REVISED	ils.
	Linited Airlines		DENVER INTERNATIONAL AIRPORT	DEN Property Management
DATE: 05/15/19	lines	ר - ה-	ONAL AIRPORT	Management

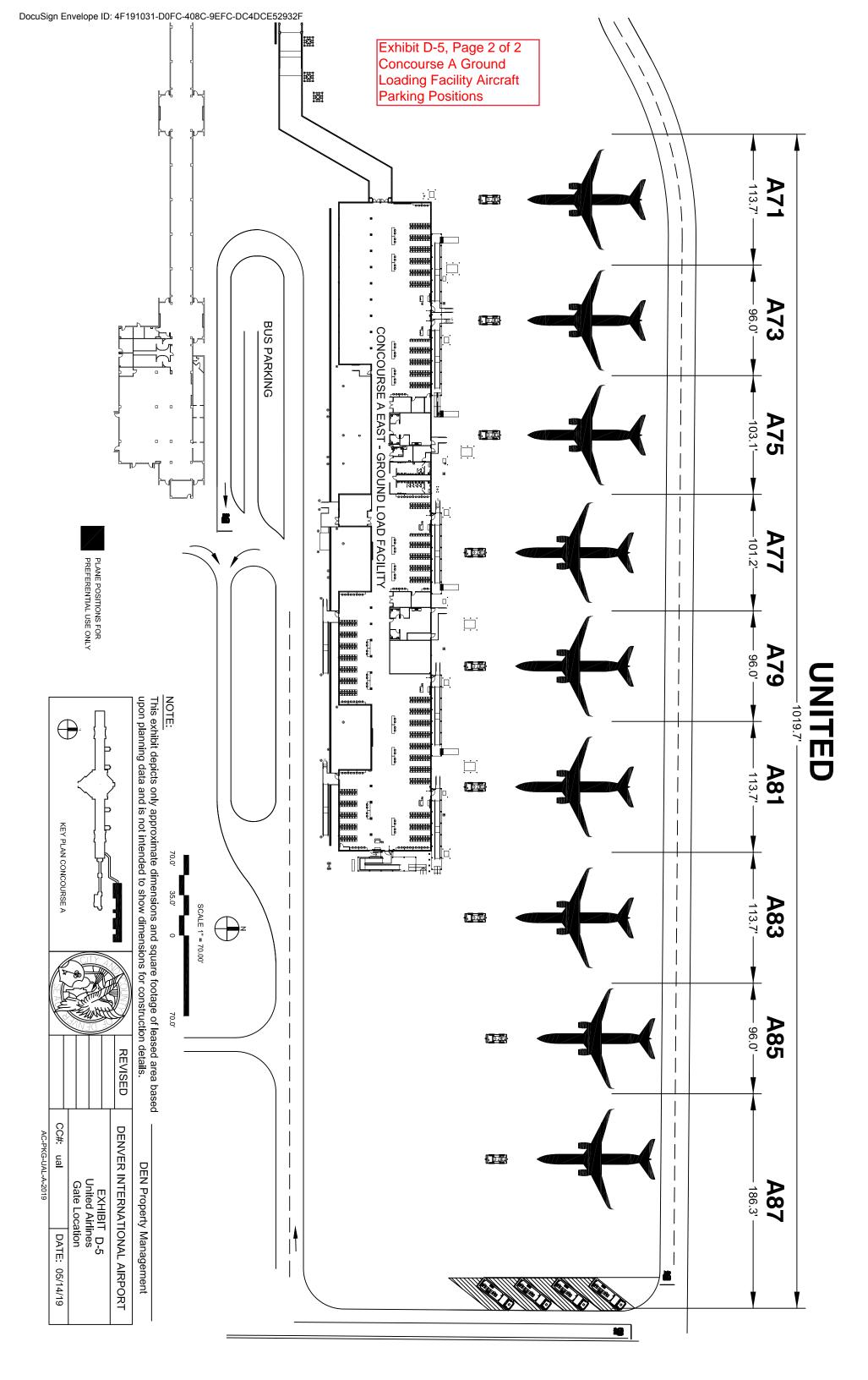


EXHIBIT K

Exhibit K Page 1 of 7

GROUND LOADING FACILITY

Denver International Airport

	_	Estimate 2019
		[B]
Operation and Maintenance Expenses	[A]	\$786,769
 + Amortization charges (Terminal & TF&E) 	[B]	2,350,355
+ Joint use allocation	[C]	451,232
GLF rentable linear feet		509.85
* Ramp rate		\$912.93
	[D]	465,457
Total Requirement	[E=A+B+C+D]	4,053,813
= Net Requirement		\$4,053,813
		=======

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Exhibit K Page 2 of 7

Calculation of Concourse A joint use costs allocable to Ground Loading Facility (GLF):	Estimate 2019
Total Concourse A requirement	\$7,648,000
+ Total Concourse A airline rentable space + Concourse A GLF space (a)	344,057 21,560
	365,617
x GLF space as a percent of total Concourse A rentable space	5.90%
= Allocable joint use costs (b)	\$451,232
	========

(a) International space is not counted as "rentable" space in calculating the Concourse A rentable space listed above.

(b) Joint use costs are allocated based on operations space and holdroom space.

Exhibit K Page 3 of 7

Estimate 2019 DETAIL OF OPERATIONS AND MAINTENANCE EXPENSES BY COST CENTER AND ALLOCATION OF INDIRECT EXPENSES TO DIRECT COST CENTERS Denver International Airport (1 of 2)

				Direct Cost Centers			
				Airline			
	Airfield Area	Terminal Complex	International Facilities	Conventional Baggage System	AGTS and Tunnels	CUSE	Concourse A commuter facility
Operating revenues (a)	179,445,031	187,420,178	11,648,461	28,008,291	49,108,683	418,687	0
Percent of total	22.6%	23.6%	1.5%	3.5%	6.2%	0.1%	0.0%
Operation and Maintenance Expenses							
Direct Cost Center expenses	20,516,353	38,529,855	395,308	800,000	22,410,916	293,145	227,049
Indirect expenses allocated to Direct Cost Centers							
Police and Security	8442920	18703693	0	121190	161587	0	0
Access and Terminal Roads	0	1168509	0	0	0	0	0
Service Roadways	0	0	0	0	0	0	0
Aircraft Rescue and Fire Fighting (ARFF) (b)	12541431	3463988	0	0	0	0	0
Airport Maintenance (overhead)	29313509	35778422	0	354242	2214011	0	0
Snow Removal	2417032	0	0	0	0	0	0
	52714891	59114611	0	475432	2375598	0	0
Expenses excluding Airport Administration Cost Center	73231245	97644466	395308	1275432	24786514	293145	227049
Percent of total	24.7%	32.9%	0.1%	0.4%	8.3%	0.1%	0.1%
Airport Administration expenses							
50% based on percentage of operating revenues	17016148	17772404	1104583	2655929	4656806	39703	0
50% based on percentage of O&M Expenses	18541853	24723181	100090	322934	6275844	74223	57488
Allocated Airport Administration expenses		42.495.585	1.204.673	2.978.863	10.932.650		57.488
Total Operation and Maintenance Expenses	108,789,246	140,140,051	1,599,981	4,254,295	35,719,164	407,071	284,537

Exhibit K Page 4 of 7

Estimate 2019 DETAIL OF OPERATIONS AND MAINTENANCE EXPENSES BY COST CENTER AND ALLOCATION OF INDIRECT EXPENSES TO DIRECT COST CENTERS Denver International Airport (1 of 2)

				Direct Cost Centers			
				Airline			
	Airfield Area	Terminal Complex	International Facilities	Conventional Baggage System	AGTS and Tunnels	CUSE	Concourse A commuter facility
Operating revenues (a)	179,445,031	187,420,178	11,648,461	28,008,291	49,108,683	418,687	0
Percent of total	22.6%	23.6%	1.5%	3.5%	6.2%	0.1%	0.0%
Operation and Maintenance Expenses							
Direct Cost Center expenses	20,516,353	38,529,855	395,308	800,000	22,410,916	293,145	227,049
Indirect expenses allocated to Direct Cost Centers							
Police and Security	8442920	18703693	0	121190	161587	0	0
Access and Terminal Roads	0	1168509	0	0	0	0	0
Service Roadways	0	0	0	0	0	0	0
Aircraft Rescue and Fire Fighting (ARFF) (b)	12541431	3463988	0	0	0	0	0
Airport Maintenance (overhead)	29313509	35778422	0	354242	2214011	0	0
Snow Removal	2417032	0	0	0	0	0	0
	52714891	59114611	0	475432	2375598	0	0
Expenses excluding Airport Administration Cost Center	73231245	97644466	395308	1275432	24786514	293145	227049
Percent of total	24.7%	32.9%	0.1%	0.4%	8.3%	0.1%	0.1%
Airport Administration expenses							
50% based on percentage of operating revenues	17016148	17772404	1104583	2655929	4656806	39703	0
50% based on percentage of O&M Expenses	18541853	24723181	100090	322934	6275844	74223	57488
			4 004 070				
Allocated Airport Administration expenses	35,558,001	42,495,585	1,204,673	2,978,863	10,932,650	113,926	57,488
Total Operation and Maintenance Expenses	108,789,246	140,140,051	1,599,981	4,254,295	35,719,164	407,071	284,537
	=========			=========			=========

Estimate 2019 DETAIL OF OPERATIONS AND MAINTENANCE EXPENSES BY COST CENTER AND ALLOCATION OF INDIRECT EXPENSES TO DIRECT COST CENTERS Denver International Airport (1 of 2)

												Other Cost Centers										
	Direct Cost Centers			Airline (con't)	Direct Cost Cent	ers				NO LONGER INCLUDED IN EXH CHECK DEN MGMT MM - CALL ON 4/1 DOES NOT			Employee and	Commercial		Airline Maintenance	General	Airport		Other		
	Airfield Terminal International Conventional AGTS and Concourse A Area Complex Facilities Baggage System Tunnels CUSE commuter facility		Concourse B Concou		Concourse Ramp Area	Fueling System	Nonairline centers (c)	Total	Hotel (d)	APPEAR IN Total PRINT RANGE	Rental car facilities	Public Parking	Employee and Vehicle Facilities	Cargo Area	and Support Areas	Aviation Area	General Mail 1 Facility	Transit Center/ Plaza	Revenues Concessions	Subtotal	Hotel	Joint Marke Concessio
perating revenues (a) ercent of total	179,445,031187,420,17811,648,46128,008,29149,108,683418,687022.6%23.6%1.5%3.5%6.2%0.1%0.0%	Operating revenues (a) Percent of total	\$3,758,000 0.5%	\$3,055,000 0.4%	\$12,864,000 1.6%	\$11,453,000 1.4%	\$305,515,000 38.5%	\$792,694,000 Exc 100.0%	lude from AA	\$792,694,000 O.K. 100.0% O.K.	\$77,305,903 9.8%	\$198,351,443 25.0%	\$17,177,601 2.2%	\$10,363,403 1.3%	\$1,972,186 0.2%	. ,	•	\$0 0.0%	\$0 \$ 0.0%	305,515,000 38.5%	ude from AA \$0 0.0%	4
ration and Maintenance Expenses ect Cost Center expenses	20,516,353 38,529,855 395,308 800,000 22,410,916 293,145 227,049	Operation and Maintenance Expenses Direct Cost Center expenses	\$304,000	\$397,000	\$697,000	\$30,000	\$57,915,000	\$142,515,000	\$31,377,000	\$173,892,000 O.K.	\$324,000	\$49,089,000	\$4,929,000	\$600,000	\$50,000	\$400,000	\$,000	\$1,176,000	\$1,347,000	\$57,915,000	\$31,377,000	3,200
rect expenses allocated to Direct Cost Centers lice and Security cess and Terminal Roads rvice Roadways craft Rescue and Fire Fighting (ARFF) (b) port Maintenance (overhead) ow Removal	8442920187036930121190161587000116850900000000000012541431346398800000293135093577842203542422214011002417032000000	Indirect expenses allocated to Direct Cost Centers Police and Security Access and Terminal Roads Service Roadways Aircraft Rescue and Fire Fighting (ARFF) (b) Airport Maintenance (overhead) Snow Removal	\$,000 ,000 ,000 ,000 ,000 ,000	\$,000 ,000 ,000 ,000 ,000 ,000	\$121,000 ,000 ,000 577,000 2,037,000 930,000	\$162,000 ,000 ,000 365,000 443,000 ,000	\$12,685,000 1,890,000 ,000 1,681,000 18,421,000 372,000	\$40,397,000 3,059,000 ,000 18,629,000 88,560,000 3,719,000	\$,000 ,000 ,000 ,000 ,000 ,000	\$40,397,000 O.K. 3,059,000 O.K. ,000 O.K. 18,629,000 O.K. 88,560,000 O.K. 3,719,000 O.K.	\$3,111,000 532,000 ,000 248,000 1,683,000 ,000	1,061,000 ,000 363,000 14,524,000	\$1,697,000 297,000 ,000 115,000 1,771,000 37,000	\$242,000 ,000 ,000 363,000 89,000 74,000	\$364,000 ,000 ,000 ,000 354,000 ,000	\$,000 ,000 ,000 ,000 ,000 ,000	\$,000 ,000 ,000 ,000 ,000 ,000	\$,000 ,000 ,000 478,000 ,000 ,000	\$,000 ,000 ,000 115,000 ,000 ,000	\$12,685,000 1,890,000 ,000 1,681,000 18,421,000 372,000	\$,000 ,000 ,000 ,000 ,000 ,000	
	52714891 59114611 0 475432 2375598 0 0		\$,000	\$,000	\$3,665,000	\$969,000	\$35,049,000	 \$154,363,000	\$,000	\$154,363,000 O.K.	 \$5,573,834	\$23,480,092	\$3,916,411	\$768,332	 \$717,813	 \$0	 \$0	\$477,660	\$114,638	\$35,048,779	\$,000	
nses excluding Airport Administration Cost Center ent of total	732312459764446639530812754322478651429314522704924.7%32.9%0.1%0.4%8.3%0.1%0.1%	Expenses excluding Airport Administration Cost Center Percent of total	\$304,000 0.1%	\$397,000 0.1%	\$4,361,000 1.5%	\$999,000 0.3%	\$92,964,000 31.3%	\$296,878,000 100.0%	\$31,377,000 0.0%	\$328,255,000 O.K. 100.0% O.K.	\$5,898,023 2.0%	\$72,568,596 24.4%	\$8,845,045 3.0%	\$1,368,497 0.5%	\$767,813 0.3%	+ • • • • • • •	•	\$1,653,837 0.6%	\$1,461,762 0.5%	\$92,963,573 31.3%	\$31,377,000 0.0%	\$3,20
rport Administration expenses 0% based on percentage of operating revenues 0% based on percentage of O&M Expenses	17016148 17772404 1104583 2655929 4656806 39703 0 18541853 24723181 100090 322934 6275844 74223 57488	Airport Administration expenses 50% based on percentage of operating revenues 50% based on percentage of O&M Expenses	\$356,000 77,000	100,000	\$1,220,000 1,104,000	\$1,086,000 253,000	\$28,971,000 23,538,000	\$75,168,000 75,168,000	,000	\$75,168,000 O.K. 75,168,000 O.K.	7,331,000 1,493,000	18,374,000	2,240,000	983,000 346,000	187,000 194,000	•	•	,000, 419,000	370,000	28,970,927 23,538,000	,000 ,000	810
Allocated Airport Administration expenses	35,558,001 42,495,585 1,204,673 2,978,863 10,932,650 113,926 57,488	Allocated Airport Administration expenses	\$433,000	\$390,000	\$2,324,000	\$1,339,000	\$52,509,000	\$150,337,000		\$150,337,000 O.K.	\$8,824,000	\$37,183,000	\$3,868,000	\$1,329,000	\$381,000	\$134,000	\$,000	\$419,000	\$370,000		\$,000	\$810
Operation and Maintenance Expenses		Total Operation and Maintenance Expenses	 \$738,000 =======		\$6,685,000 =======	\$2,338,000	\$145,472,000 =======	\$447,215,000 ==================================	\$31,377,000 ======	\$478,592,000 O.K.	\$14,722,000	\$109,752,000 =========	\$12,713,000 =========	\$2,698,000 ========	\$1,149,000 =========	\$534,000 =======	\$,000 ======	\$2,073,000	\$1,832,000 \$		\$31,377,000 =======	\$4,010 ======
		Source: Denver International Airport Finance Office, except as noted.								396,000 ← "ok" due to r	ounding	Linked	d into Exhibit A-13 CARRA ⁻ \$4,380,900 ←	TES - Amount allocable to Ter	nant Leased Areas.]	'					
											3.1%	22.9%	2.7%	0.6%	0.2%	0.1%	0.0%	0.4%	0.4%		6.6%	
										YEAR END ONLY C												
											\$ 63,196 (260,993)			\$ 682,481 82,316	\$ 53,957	\$ 25,411	\$ - \$	1,497,981	\$ 1,708,298 \$ 361,174	53,020,391		

ALLOCATION PERECENTAGES OF INDIRECT COST CENTERS

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ALLOCATION PERCENTAGES OF INDIRECT COST CENTER

OPERATION AND MAINTENANCE EXPENSES TO DIRECT COST CENTERS Denver International Airport

				Airli	ne Cost Centers			
	Airfield	Terminal	International	Conventional	AGTS and		Concou	
	Area	Complex	Facilities	Baggage	Tunnel	CUSE	comm	
Indirect cost centers								
Police & Security	20.90%	46.30%	0.00%	0.30%	0.40%	0.00%		
Access and terminal roads	0.00%	38.20%	0.00%	0.00%	0.00%	0.00%		
Secondary roads	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
Aircraft rescue and fire fighting (ARFF) (b)	67.32%	18.59%	0.00%	0.00%	0.00%	0.00%		
Airport maintenance overhead	33.10%	40.40%	0.00%	0.40%	2.50%	0.00%		
Snow Removal	65.00%	0.00%	0.00%	0.00%	0.00%	0.00%		

(a) Includes Rental Car Facilities, Public Parking Area, Employee Parking Area, Commercial Vehicle Facilities, Cargo Area, Airline Maintenance and Support Areas, General Aviation Area, and Airport Mail Facility Cost Centers.

(b) ARFF allocations updated for 2013 Year end based on DIA management review of allocations with additional updates for 2016 rates and charges and 2016 year end. (see work table below showing reallocation of 2.5% from the Hotel per DIA management as the hotel is directly allocated for ARFF).

d proportionately real	llocating into re	maining cost ce	nters.									
Airline Cost Centers												
Airfield	Terminal	International	Conventional	AGTS and		Concourse A						
Area	Complex	Facilities	Baggage	Tunnel	CUSE	commuter						
65.64%	18.13%	0.00%	0.00%	0.00%	0.00%	0.00						
67.32%	18.59%	0.00%	0.00%	0.00%	0.00%	0.00						
	Airfield Area 65.64%	Airfield AreaTerminal Complex65.64%18.13%	Airfield AreaTerminal ComplexInternational Facilities65.64%18.13%0.00%	Airfield AreaTerminal ComplexInternational FacilitiesConventional Baggage65.64%18.13%0.00%0.00%	Airfield Terminal International Conventional AGTS and Area Complex Facilities Baggage Tunnel 65.64% 18.13% 0.00% 0.00% 0.00%	Airfield Terminal Complex International Facilities Conventional Baggage AGTS and Tunnel CUSE 65.64% 18.13% 0.00% 0.00% 0.00% 0.00%						

Estimate 2019 DETAIL OF OPERATIONS AND MAINTENANCE EXPENSES BY COST CENTER AND ALLOCATION OF INDIRECT EXPENSES TO DIRECT COST CENTERS Denver International Airport (2 of 2)

urse A				oncourse	
nuter	RJ facility	Bridges	dges (U/	amp Area	1
0.00%	0.00%	0.00%	0.00%	0.30%	
0.00%	0.00%	0.00%	0.00%	0.00%	
0.00%	0.00%	0.00%	0.00%	0.00%	
0.00%	0.00%	0.00%	0.00%	3.10%	
0.00%	0.00%	0.00%	0.00%	2.30%	
0.00%	0.00%	0.00%	0.00%	25.00%	
Irse A	ncourse		al Loadi	oncourse	
uter		-		amp Area	
		Diluges	uges (0/		•
0.00%	0.00%	0.00%	0.00%	3.02%	
0.00%		0.00%	0.00%	3.10%	
0.00%	0.00%	0.00%	0.00%	3.10%	

Fueling

System

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5 of 7	

Fu
Joint Marketing
Concessions
\$0
0.0%
3,200,000
\$,000
\$,000
\$,000 \$,000
\$,000
\$,000
\$,000
\$3,200,000 1.1%
,000 810,000
\$810,000
\$4,010,000 =========

stem centers (b)	Subtotal	Hotel	Total	Rental Car Facilities	Public Parking Area	Vehicle Facilities	Cargo Area	Maintenance and Support Areas	Aviation Area	Mail Facility	Transit Center/ Plaza	Revenues Concessions	Subtotal	Hotel
0.40% 31.40%	6 100.00%	0.0%	100%	7.70%	18.00%	4.20%	0.60%	0.90%	0.00%	0.00%	0.00%	0.00%	31.40%	0.00%
0.00% 61.80%	6 100.00%	0.0%	100%	17.40%	34.70%	9.70%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	61.80%	0.00%
0.00% 0.00%	<i>ы</i> 100.00%	0.0%	100%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1.96% 9.03%	6 100.00%	0.0%	100%	1.33%	1.95%	0.62%	1.95%	0.00%	0.00%	0.00%	2.56%	0.62%	9.03%	0.00%
0.50% 20.80%	6 100.00%	0.0%	100%	1.90%	16.40%	2.00%	0.10%	0.40%	0.00%	0.00%	0.00%	0.00%	20.80%	0.00%
0.00% 10.00%	<i>а</i> 100.00%	0.0%	100%	0.00%	7.00%	1.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%

ng em	Other cost centers (b)	Subtotal	Hotel	Total Without Hotel	Rental Car Facilities	Employee and Public Parking Area	Commercial Vehicle Facilities	Cargo Area	Airline Maintenance and Support Areas		Airport Mail Facility	Transit Center/ Plaza	Other Revenues Concessions	Subtotal	Hotel
1.91%	8.80%	97.50%	0.0%	97.50%	1.30%	1.90%	0.60%	1.9	0% 0.00%	0.00%	0.00%	6 2.50%	0.60%	8.80%	0.00%
1.96%	9.03%	97.50%	0.00%	97.50%	1.33%	1.95%	0.62%	1.9	5% 0.00%	0.00%	0.00%	6 2.56%	0.62%	9.03%	0.00%

ALLOCATION PERECENTAGES OF INDIRECT COST CENTERS

Exhibit K Page 6 of 7

RANGE:OMINDALL

ALLOCATION PERCENTAGES OF INDIRECT COST CENTER

OPERATION AND MAINTENANCE EXPENSES TO DIRECT COST CENTERS

Denver International Airport

		Airline Cost Centers									
	Airfield	Terminal	International	Conventional	AGTS and		Concourse A	Concourse B	Loading	Dual Loading	Concourse
	Area	Complex	Facilities	Baggage	Tunnel	CUSE	commuter	RJ facility	Bridges	Bridges (UAL)	Ramp Area
Indirect cost centers											
Police & Security	20.90%	46.30%	0.00%	0.30%	0.40%	0.00%	0.00%	0.00%	0.00%	0.00%	0.30%
Access and terminal roads	0.00%	38.20%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Secondary roads	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Aircraft rescue and fire fighting (ARFF) (b)	67.32%	18.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.10%
Airport maintenance overhead	33.10%	40.40%	0.00%	0.40%	2.50%	0.00%	0.00%	0.00%	0.00%	0.00%	2.30%
Snow Removal	65.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	25.00%

(a) Includes Rental Car Facilities, Public Parking Area, Employee Parking Area, Commercial Vehicle Facilities, Cargo Area, Airline Maintenance

and Support Areas, General Aviation Area, and Airport Mail Facility Cost Centers.

(b) ARFF allocations updated for 2013 Year end based on DIA management review of allocations with additional updates for 2016 rates and charges and 2016 year end.

(see work table below showing reallocation of 2.5% from the Hotel per DIA management as the hotel is directly allocated for ARFF).

Work Table - Reallocating 2.5% for ARFF out of the hotel and proportionately reallocating into remaining cost centers.

	Airline Cost Centers										
	Airfield	Terminal	International	Conventional	AGTS and		Concourse A	Concourse B	Loading	Dual Loading	Concourse
	Area	Complex	Facilities	Baggage	Tunnel	CUSE	commuter	RJ facility	Bridges	Bridges (UAL)	Ramp Area
ARFF reallocation of 2.5% (prior allocated to the hotel)											
Aircraft rescue and fire fighting allocations without hotel	65.64%	18.13%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.02%
NEW ARFF allocation by cost center for 2016 YE:	67.32%	18.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.10%

Exhibit K DocuSign Envelope ID: 4F191031-D0FC-408C-9EFC-DC4DCE52932F Page 7 of 7 Employee and Commercial Airline Airport General Fueling Other cost **Rental Car** Public Parking Vehicle Mail Cargo Maintenance and Aviation Transit Cer Hotel Total Facilities Area Facilities Support Areas Facility Plaza System centers (b) Subtotal Area Area 0.40% 18.00% 0.90% 31.40% 100.00% 0.0% 100% 7.70% 4.20% 0.60% 0.00% 0.00% 0 0.00% 61.80% 100.00% 0.0% 100% 17.40% 34.70% 9.70% 0.00% 0.00% 0.00% 0.00% 0.00% 100.00% 0.00% 0.0% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 100% 1.96% 9.03% 100.00% 0.0% 0.00% 0.00% 100% 1.33% 1.95% 0.62% 1.95% 0.00% 0.50% 20.80% 100.00% 0.0% 100% 1.90% 16.40% 2.00% 0.10% 0.40% 0.00% 0.00% 10.00% 100.00% 0.00% 0.00% 0.0% 100% 0.00% 7.00% 1.00% 2.00% 0.00% 0.00%

Fueling System	Other cost centers (b)	Subtotal	Hotel	Total Without Hotel	Rental Car Facilities	Employee and Public Parking Area	Commercial Vehicle Facilities	Cargo Area	Airline Maintenance and Support Areas	General Aviation Area	Airport Mail Facility	Transit Center/ Plaza	Other Revenues Concessions	Subtotal	Hotel
1.91%	8.80%	97.50%	0.0%	97.50%	1.30%	1.90%	<mark>0.60%</mark>	1.90%	<mark>0.00%</mark>	<mark>0.00%</mark>	<mark>0.00%</mark>	2.50%	<mark>0.60%</mark>	8.80%	<mark>0.00%</mark>
1.96%	9.03%	97.50%	0.00%	97.50%	1.33%	1.95%	0.62%	1.95%	0.00%	0.00%	0.00%	2.56%	0.62%	9.03%	0.00%

Center/	Other Revenues			
za	Concessions	Subtotal	Hotel	
0.00%	0.00%	31.40%	0.00%	
0.00%	0.00%	61.80%	0.00%	
0.00%	0.00%	0.00%	0.00%	
2.56%	0.62%	9.03%	0.00%	
0.00%	0.00%	20.80%	0.00%	
0.00%	0.00%	10.00%	0.00%	

EXHIBIT F

DENVER INTERNATIONAL AIRPORT AIRLINE RATE-MAKING METHODOLOGY

GENERAL RATE-MAKING CONCEPTS

The City will use a "compensatory" methodology to establish Terminal Complex rental rates. The Airlines will pay the fully allocated cost of the space that they lease in the Landside Terminal building and airside concourses.

Landing fees will be established according to a "cost center residual cost" methodology, under which the airlines will pay the costs of the Airfield, after first deducting airfield revenues from other sources (primarily general aviation landing fees and fuel flowage fees).

RATE-MAKING PROCEDURES AT THE AIRPORT

At the Airport, the City intends to use cost accounting concepts and rate-making procedures as described in the following sections.

1. <u>COST CENTERS</u>

- A. Direct (revenue-producing) cost centers include the following:
 - 1. **Terminal Complex** All levels of space in the Landside Terminal and airside Concourses A, B, and C, including the pedestrian bridge to Concourse A, public escalators, elevators and moving walkways.
 - 2. **Commuter and Regional Jet Facilities** All levels of space in facilities in the Terminal Complex airside Concourses A and C primarily used for commuter and regional jet operations. The Commuter and Regional Jet Facilities cost center excludes the Concourse B Commuter Facility which is allocated to the Concourse B Tenant Finish cost center as outlined in the Stipulated Order dated November 21, 2003. Any additional commuter facilities on Concourse B will be allocated to the Commuter and Regional Jet Facilities. Sub-cost centers will be established for each respective facility. Commuter and Regional Jet ramp areas are assessed separately.
 - 3. Airline Tenant Finishes and Equipment Airline space finishes and equipment in the Terminal Complex, ticketing facilities, loading bridges, communications equipment, baggage and flight information display systems, and baggage sortation systems which shall include related equipment and space within Concourses A and B (and additional concourses as such sortation systems are operational), and approved modifications to the Automated Baggage system and Space. Sub-cost centers will be established for the Landside Terminal, International Facilities, each airside concourse and each airline as applicable.
 - 4. Interline Bag Transfer Area All space in the Landside Terminal used

by airlines for interline baggage transfer operations.

- 5. **Common Use Terminal Equipment** All costs associated with the installation and maintenance of the City's common use terminal equipment. The airline is responsible for its proprietary equipment.
- 6. **Concourse Joint Use Facilities** All space and related equipment in Concourses A, B, and C for tug space (parking, drives, and circulation) and common use facilities, (including, but not limited to, pre-conditioned air facilities, triturators, etc.). The apron level on Concourse C shall be included in the Concourse C tug circulation space (excluding the space occupied by the baggage carousels on the Concourse C Apron).
- 7. **Baggage Claim** All baggage claim space and equipment in the Landside Terminal including carousels, input conveyors and related inbound baggage handling space in the Landside Terminal.
- 8. Automated Baggage System and Space The inbound and outbound automated DCV baggage systems (AABS and UABS), including their equipment and related space (excluding the Tunnel space allocated to the AGTS and Tunnel cost center) in the Landside Terminal and in the Tunnel from the Landside Terminal to the Concourses, separately serving Concourse A (the "AABS") and separately serving Concourse B (the "UABS"), including the costs of the maintenance space, control room equipment and related control room space, (excluding the costs of baggage sortation system equipment and space in the concourses and the costs of approved modifications to the automated systems which are included in the baggage sortation for each concourse).
- 9. **Conventional Baggage System** The outbound conveyor baggage system and equipment, including all costs of baggage equipment, and construction costs to accommodate the Conventional Baggage System and related operations, Landside Terminal tug spaces (parking, drives and circulation), porter warming shelters, and odd size lift space in the Landside Terminal, Baggage Sortation space in the Landside Terminal, related maintenance space and the Baggage Sortation Space in the parking structure used for the Conventional Baggage System.
- 10. **AGTS and Tunnels** The Automatic Guideway Transit System ("AGTS"), including vehicles and equipment, the AGTS tunnels and the baggage and tug tunnels between the Landside Terminal and the airside concourses and tunnel modifications for tug and cart operations.
- 11. **International Facilities** International gates on Concourse A and related holdrooms, sterile circulation space, ramp areas, operations space, international baggage recheck belt space and equipment, and the FIS area in the Landside Terminal, and the international portion of the connector to

Concourse A.

- 12. **Concourse Ramp Area** The aircraft parking aprons and pushback zones located adjacent to the airside concourses.
- 13. **Airfield Area** The runway and taxiway system, deicing and related facilities, undeveloped acreage, and 50% of the costs incurred to develop the North Cargo Site prior to February 28, 1995.
- 14. **Public Parking Area** All space allocated for public parking in the parking structure and all other public parking lots (excluding the cost of the parking structure space allocated to the Conventional Baggage System in the Conventional Baggage System cost center in the event the average number of cars in the Parking Structure exceeds 12,000 for 22 consecutive days).
- 15. **Employee Parking Area** The employee parking lot(s).
- 16. **Fueling System** The fuel storage and distribution system, including hydrant fueling pits at the aircraft parking aprons.
- 17. **Commercial Vehicle Facilities** The surface parking area and building to be used for staging commercial vehicles and the dedicated commercial roadways serving the Terminal Complex. Commercial vehicles include but not limited to hotel/motel courtesy vans, taxis and limousines.
- 18. **Rental Car Facilities** Areas and roadways provided for rental car operations (excluding the Terminal Complex).
- 19. **Cargo Area** The joint use air cargo facilities (including apron, building, ground service equipment, and truck parking areas) and other areas provided for air cargo carriers and freight forwarders. Sub-cost centers will be established for cargo building, cargo apron, cargo tenant finishes, and cargo ground service equipment areas.
- 20. **Airline Maintenance and Support Area** Areas provided for airline maintenance facilities, cargo facilities, ground service equipment facilities and inflight kitchens.
- 21. Airport Mail Facility Areas provided for the Airport mail facility.
- 22. **Future Concourses** Costs related to all levels of space and associated apron areas of any airside concourses in addition to Concourses A, B, and C shall be allocated to new cost centers to be established.
- 23. **Future Baggage Systems** Costs related to all levels of space and equipment for future baggage systems.

- B. Indirect (nonrevenue-producing) cost centers are to include, but not limited to:
 - 1. Access, Terminal, and Service Roadways Peña Boulevard, other secondary access roads, the terminal area roadways, the terminal curbsides, the perimeter circulation roadway, and other secondary internal roadways.
 - 2. Airport Maintenance Airport maintenance facilities and indirect (unallocated) maintenance expenses.
 - 3. Airport Administration Airport administrative facilities and administrative expenses.
 - 4. **Aircraft Rescue And Fire Fighting (ARFF)** The rapid response stations, structural fire station(s) and ARFF operating expenses.

2. <u>CERTAIN COST CENTER ALLOCATIONS</u>

The net requirement of the Terminal Complex will be recovered through rental rates. Net Terminal Complex requirements will be divided by total Rentable Space in the Terminal Complex to determine the average rental rate per square foot of rentable space. For purposes of calculating the average Terminal Complex rental rate, Rentable Space shall be the sum of (a) 65% of approximately 99,000 square feet of Concourse B Basement Space on Concourse B, and (b) 100% of all other airline and nonairline Rentable Space in the Terminal Complex. Concourse B Basement Space shall be defined as exclusive use space on Concourse B located in the basement below the apron level. Concourse B Basement Space shall not include Baggage Sortation Space, Automated Baggage System Space, or Concourse Joint Use Facility space. The rental rate per square foot charged for 99,000 square feet of Basement Space on Concourse B will be equal to 65% of the average Terminal Complex rental rate. The rental rate for all other airline space shall be equal to 100% of the average Terminal Complex rental rate. Space costs associated with baggage claim, Automated Baggage System and Space, International Facilities, and baggage sortation space on Concourse B shall be determined using the average Terminal Complex rental rate.

The net requirement of Commuter and Regional Jet Facilities shall be computed independently for each airside concourse. The requirement of each concourse Commuter and Regional Jet Facilities shall include all allocated Airport Costs. The requirement of each concourse Commuter and Regional Jet Facilities will be recovered through separate fees assessed based on the City's estimate of full utilization of the respective facility and allocated based on landed weight.

Charges for the Interline Bag Transfer Area will be assessed among airlines based on their respective linear feet of baggage shelving area in the Interline Baggage Transfer Area as a percent of total linear baggage shelving area.

The requirement for the Common Use Terminal Equipment (CUTE) will be recovered through a fee assessed to airlines utilizing the system. The CUTE fee will be assessed based on the City's estimate of full utilization of the equipment and allocated based on landed weight.

The net requirement of the Concourse Ramp Area will be recovered through separate ramp fees assessed on a per-lineal-foot basis measured two hundred and fifty (250) feet from the exterior

walls of each concourse. Commuter and regional aircraft ramp fees will be calculated based on a 50% of the sum of the per-lineal-foot measurement of the respective ramp area.

The net requirement of the Airfield Area will be recovered through landing fees assessed on the basis of the total landed weight of all aircraft using the Airport.

International fees will be assessed as follows to recover costs allocable to the International Facilities cost center. A fee will be assessed per deplaned international passenger for the FIS area and a separate fee will be assessed per enplaned and deplaned passenger for the gate-use fee. The City will record the shortfall of revenues each year as a payment-in-aid and will keep a cumulative account of this shortfall. If revenues exceed expenses in any given year the cumulative payment-in-aid will be reduced.

Fueling system charges will be distributed 10% equally and 90% on a gallonage basis among airlines to recover all of the costs associated with the fueling system.

Charges for the AGTS and Tunnels will be assessed among airlines on the basis of their respective (a) originating and destination passengers at the Airport for domestic flights, (b) originating passengers at the Airport for international flights for the preceding three-month period, and (c) numbers of connecting passengers who deplane their inbound flight in one concourse and enplane their outbound flight in another concourse, with such numbers to be based upon estimates and set forth in Rule 120 of the Airport Rules and Regulations.

Baggage Claim space will be costed at the average rental rate in the Terminal Complex. This amount will be added to the Baggage Claim cost center costs. Charges for the Baggage Claim cost center will be allocated among airlines on the basis of their respective deplaned domestic destination passengers for the preceding three-month period until outbound bag tracking information is available when charges will be allocated based upon the respective number of outbound bags including odd-size bags.

Landside Terminal space allocated to the Conventional Baggage System will be costed at the average rental rate of the Terminal Complex. The cost of this space shall be allocated to airlines based on Airline rented square footage in the Landside Terminal. Space in the Public Parking Area will be costed at the average cost per square foot of the Parking Structure, and, when applicable, will be added to the Conventional Baggage System cost center. Charges for the Conventional Baggage System cost center, including equipment, construction costs and related Baggage Sortation Space in the Landside Terminal, and related Public Parking Area space will be allocated to a sub-cost center for each of the modules presently developed in the Landside Terminal and Parking Structure (additional modules will be added when developed). The costs of each module shall be charged to the airline(s) leasing or using those facilities. In the event the Conventional Baggage System equipment and/or space is jointly used by two or more airlines, such costs will be allocated among such airlines on the basis of their proportional number of carousels in the module exclusively used by each airline to the total number of carousels in their module. Furthermore, if a carousel is jointly used by two or more airlines, the costs allocated to such carousel will be further allocated to each carrier using the carousel based on their proportional share of originating passengers.

The cost of the Parking Structure and Baggage Sortation Space in the Landside Terminal will be allocated to each module based on the square footage of that module used for the Conventional Baggage System. However, the airlines will not be charged for such costs until the average number of cars in the Parking Structure exceeds 12,000 for 22 consecutive days.

The cost of Concourse Joint Use Facilities shall be determined on the basis of the average Terminal Complex rate. The cost of the Joint Use Facilities in each concourse shall be separately allocated based on Airline rentable square footage within the respective concourse and charged to the respective airlines using the facilities in each concourse based on their proportional share of rented square footage to the total airline rentable square footage. Airline rentable space used to allocate the cost of Concourse Joint Use Facilities on Concourse C shall include approximately 83,855 square feet of undeveloped space on that concourse. If the approximately 83,855 square feet of undeveloped as airline rentable and the remainder of the approximately 83,855 square feet shall remain a part of the airline rentable space used to allocate the cost of Concourse C.

The space associated with the Automated Baggage System and Space in the Terminal Complex will be costed at the average rental rate of the Terminal Complex. This amount will be added to the equipment costs of the Automated Baggage System and Space and allocated 65% to UABS serving Concourse B and 35% to AABS serving Concourse A and assessed among the airlines on each respective concourse on the basis of their respective originating and destination passengers on each concourse for the preceding three-month period. Debt service on Bonds issued to construct the Airport originally, amortization charges, and variable rate bond fees included in the 35% of costs allocable to the AABS shall be reduced by PFC revenues, which shall be allocated to the AABS. The PFC revenue allocated to the AABS will be adjusted from time to time by the City and the City will use its best efforts to achieve a 12% premium in the weighted average effective rate per square foot on Concourse A in comparison to the weighted average effective rate on Concourse C. The methodology to calculate the weighted average effective rate per square foot on each concourse is described below. The amount of PFC revenue allocated to the AABS shall not exceed the portion of the Automated Baggage System and Space that is eligible to be funded with PFC revenues under the Record of Decision. The Record of Decision states that Baggage Systems are 47.22% eligible.

The weighted average effective rate per square foot for each concourse shall be equal to the sum of: (a) the average Terminal Complex rental rate, (b) the average tenant finish and equipment rate per square foot applicable to each concourse, (c) the cost of Concourse Joint Use Facilities divided by airline rentable space on each concourse, (d) baggage sortation equipment charges divided by total airline rented space on each concourse, and (e) Automated Baggage System and Space charges divided by total airline rented space on each concourse. For purposes of calculating the weighted average effective rate per square foot, Concourse A total airline rented space shall be 91,760 square feet.

Airline Tenant Finish and Equipment costs, excluding the costs of the baggage sortation equipment and approved modifications to the Automated Baggage System and Space to provide for the automated system on Concourses A and B, shall be allocated to the applicable sub-costs centers and then divided by total airline rentable space in that cost center to determine the average tenant finish rate per square foot. The cost of Baggage Sortation Space located on concourses shall be determined using the average Terminal Complex rental rate and allocated based on airline rentable space located on each respective concourse.

The costs of the Concourse A baggage sortation system equipment and approved modifications, so long as such equipment is not being leased or utilized, shall be allocated exclusively to the airlines operating on Concourse A on the basis of their respective passenger enplanements on Concourse A. One-half of Concourse A baggage sortation equipment is located on the east side of Concourse A and one-half of said equipment is located on the west side of Concourse A.

If an airline or airlines lease or utilize all of the baggage sortation system equipment on Concourse A, or a portion of said equipment on both the east and west sides of Concourse A, the costs of such equipment shall be allocated exclusively to such airline or airlines leasing or utilizing all the equipment on the basis of their respective Concourse A passenger enplanements. To the extent all of the Concourse A baggage sortation equipment is leased or utilized by an airline or airlines, all other airlines operating on Concourse A will not be responsible for costs associated with the Concourse A baggage sortation equipment.

If an airline or airlines lease or utilize all or any portion of the Concourse A baggage sortation system equipment at only one of the two locations, 50% of the cost of the Concourse A baggage sortation system equipment shall be allocated exclusively to such airline or airlines on the basis of their respective passenger enplanements on Concourse A. Costs of the Concourse A baggage sortation system equipment not being leased or utilized by an airline or airlines shall continue to be allocated to all airlines operating on Concourse A on the basis of their respective passenger enplanements on Concourse A.

The costs of the Concourse B baggage sortation system equipment and approved modifications shall be allocated exclusively to the airlines operating on Concourse B on the basis of their respective passenger enplanements on Concourse B. The costs of the Concourse C baggage sortation system equipment as of February 28, 1995 shall be allocated to the Concourse B sortation system equipment until such equipment is otherwise utilized or leased by other airlines.

In the event an automated baggage system is constructed for Concourse C or for any additional airside concourse, the costs related to such baggage system(s), equipment and space shall be allocated to Concourse C, or the new concourse as applicable, and charged exclusively to the airlines operating on such concourse.

In the event a Future Baggage System is constructed for any concourse or concourses, the costs related to such baggage system(s), equipment and space shall be charged to the airlines operating on such concourse(s) as the City and airlines may reasonably allocate. Costs associated with the planning and design, excluding construction documents, for the Future Baggage System will be allocated to the Terminal Complex Cost Center.

Costs associated with undeveloped acreage will be allocated to the Airfield Area until the land is developed. Costs and revenues associated with developed acreage will be allocated to the applicable cost center.

Not more than forty percent (40%) of the costs (debt service and operating and maintenance expenses) associated with the Access and Terminal Roadways shall be allocated to the Terminal Complex.

Costs associated with the Service Roadways shall be allocated back to the direct cost centers based primarily on which cost centers benefit from such Service Roadways.

Not more than eighty percent (80%) of the costs associated with Aircraft Rescue and Fire Fighting shall be allocated to the Airfield Area cost center.

Costs associated with the Airport Administration cost center will be allocated based on a 50/50 revenue/direct expense formula: fifty percent (50%) on the percentage distribution of operating revenue by cost center and the remaining fifty percent (50%) allocated on the percentage distribution of direct Operation and Maintenance Expenses by cost center.

Undeveloped space shall include space in which no buildout has occurred.

Rentable Space shall mean space leased pursuant to an agreement or on a per use basis, or typically available for lease in the Terminal Complex except for: (i) mechanical and electrical space, (ii) public spaces including restrooms, circulation spaces, stairwells, stairways, escalators, elevators, public lounges and public queuing space, (iii) Undeveloped Space, (iv) approximately 83,855 square feet of space in the basement of Concourse C until such space is leased or utilized, (v) the space in level 3 of the Landside Terminal interior to the tug circulation rights-of-way not otherwise leased or used, (vi) approximately 108,000 square feet of baggage sortation space on Concourse A, (vii) baggage sortation space in the Landside Terminal, unless the average number of cars in the parking structure exceeds 12,000 for 22 consecutive days, (viii) approximately 105,100 square feet of Concourse B baggage sortation space, (ix) space in the Administration Office Building and (x) space for security checkpoint areas and areas for explosive detection systems and explosive trace detection. The City shall determine what constitutes the various types of space and associated square footage in this paragraph and shall have the right, from time to time, to revise the categories of space and the square footage of each category.

If the 108,000 square feet of former baggage sortation Concourse A space is leased, the space will not be included in the calculation of airline rates and charges and, specifically, the calculation of the average Terminal Complex rental rate. The annual rental rate per square foot charged for Concourse A baggage sortation space shall be equal to 50% of the average Terminal Complex rental rate in that year.

Baggage Sortation Space includes all areas where out-bound baggage is sorted for delivery to departing aircraft.

3. <u>AIRPORT COSTS</u>

- A. Airport Costs (also referred to as "requirements") include without limitation:
 - 1. Operation and Maintenance Expenses.
 - 2. Deposits to the Operation and Maintenance Reserve Account of the General

Bond Ordinance

- 3. Debt service including variable rate bond fees on Bonds issued for Airport and any other amounts required under the General Bond Ordinance except debt service paid by PFC revenues.
- 4. Debt service including variable rate bond fees on Bonds used for Airport land acquisition.
- 5. Equipment and capital outlays
- 6. Amortization of 50% of the City's Airport expenditures incurred prior to January 1, 1990, from Capital Fund and Operating Fund moneys used for (a) pre-1990 planning and administrative costs, (b) Airport land acquisition, (c) Airport project costs, and (d) debt service including variable bond fees, on Bonds used for Airport land acquisition.
- 7. Amortization of all investments made for the New Airport project from other than Bonds or grants after January 1, 1990 and prior to February 28, 1995.
- 8. Amortization of the City's investment in the Airport Coverage Account to be accumulated prior to February 28, 1995.
- 9. For the purposes of items (6), (7), and (8) above, amortization charges are to be calculated over 15 years at the weighted average effective interest cost on all Airport fixed-rate Bonds as originally issued prior to January 1, 1997. Except and only to the extent, if any, that the rights of the owners of its airport revenue bonds (including, without limitation, the rights arising from the rate maintenance covenant) are not thereby materially impaired, the City will cause, by January 1, 1997 (or as soon thereafter as possible consistent with the City's aforesaid obligations to owners of its airport revenue bonds), amortization of the net unamortized balance of City's investments in items (6), (7) and (8) above on a straight-line basis for the balance of the period through March 1, 2025.
- 10. Amortization of reimbursements made to United Airlines related to costs for modifications to the United Airlines automated DCV baggage system, not to exceed \$45 million, from other than bonds shall be calculated on a straight line basis over 30 years, effective as of the date of any such reimbursement, at the weighted average effective interest rate of all Airport fixed-rate bonds prior to January 1, 1997.
- 11. Amortization of the City's investments from the Capital Fund, subsequent to February 28, 1995, shall be amortized at the average rate of the Airport fixed-rate bonds over 15 years or the life of the asset, whichever is shorter, and charged to the Airlines.

- 12. All airline bad debt will be allocated to the airfield cost center.
- 13. Notwithstanding anything to the contrary in paragraphs (9) and (11) above, amortization charges shall be calculated and charged to the Airlines as follows:
 - a. Amortization on Existing City Investments. From and after January 1, 2015, the unamortized amount of all City investments from the Capital Fund made prior to January 1, 2015 that are charged to Airlines will be amortized at an interest rate of 4.5%.
 - b. Amortization on Future City Investments. From and after January 1, 2015, the City will amortize any City investments from the Capital Fund made on or after January 1, 2015 that are charged to Airlines based on the life for each project, as reasonably determined by the City up to the economic life of the project, and calculated using an interest rate set to equal the average ali-in cost of Airport debt sold by the City during the calendar year when such project is put in service or, if no Airport debt was sold, set to equal comparable published average borrowing costs.

4. <u>PFC REVENUES</u>

PFC Revenues will not be treated as Gross Revenues for the purpose of establishing airline rates, fees and charges. For rate-making purposes, PFC revenues shall be allocated to the extent available, to at least fifty percent (50%) of the capital costs and/or debt service associated with the following eligible projects in the following order of priority: (1) facilities for the Federal Inspection Services, (2) the portion of Pena Boulevard from an interchange with E-470 to the Terminal Complex and terminal area roads, (3) the AGTS and Tunnels. That portion of the capital costs or debt service paid for by PFC revenues will not be included in the calculation of the airline rate base.

5. <u>AIRPORT "CREDITS"</u>

- A. **Interest Income** Interest income on the Bond Reserve Fund (provided that the minimum Bond Reserve Requirement has been funded) and on the Interest and Principal Accounts of the Bond Fund that are Gross Revenues shall be credited to the cost centers of the Airport in the same proportion as the debt service allocation.
- B. **Other Credit** To the extent the City receives revenues for the use and lease of all, or any part, of the 108,000 square feet of undeveloped Concourse A baggage sortation space, such revenues will be allocated to the cost centers of the Airport in the same proportion as debt service on Bonds issued for the Original Airport Project.
- C. **Airline Revenue Credit** The City shall establish accounts within the Capital Fund as illustrated in Figure 1. Net Revenues of the Airport System, as defined in the General Bond Ordinance, flowing to the Capital Fund each year are to be used

to replenish reserve funds or accounts as required in the General Bond Ordinance and the Coverage Account and to fund the Equipment and Capital Outlay Account for equipment and capital outlays included in the operating budget. Remaining Net Revenues are to be allocated as follows: (a) 75% from March 1, 2000 through February 28, 2006 and 50% thereafter, up to a maximum of \$40 million to flow into the Airline Revenue Credit Account to be applied as a credit against Signatory Airlines rates and charges in the following fiscal years and (b) the balance to flow into the Capital Improvement Account.

The City shall maintain a Coverage Account and fund that account up to an amount equal to twenty-five percent (25%) of Debt Service Requirements on Bonds issued to finance the Airport, improvements at the Airport and land acquired for the Airport. Bonds shall not include Special Facilities Bonds and other Bonds to finance support facilities such as cargo, maintenance and food preparation facilities). The Coverage Account shall be considered as Other Available Funds (as defined in the General Bond Ordinance) for the purpose of meeting the Rate Maintenance Covenant of the General Bond Ordinance.

6. <u>REDUCTION OF AIRLINE RATES AND CHARGES</u>

The City will reduce all airline rates and charges by \$4 million per year from 2004 through 2010. The sources available to the City for the rates and charges cost reductions include, but are not limited to: \$1.50 PFC revenues, the City's share of revenue credit, and annual debt service interest savings from refunding outstanding airport revenue bonds.

The rates and charges cost reductions outlined above shall cease if (i) there is an insufficient annual deposit to the Capital Improvement Account to make the annual \$1.5 million payment to Stapleton Development Corporation, (ii) the City is unable to meet its annual irrevocable commitment to pay debt with PFC revenues under the Bond Ordinance, or (iii) regulatory or other legal action precludes payment of these rates and charges cost reductions (cost reductions will be deferred during the pendency of any such actions, and reinstated and extended as necessary upon a successful conclusion to such action to ensure that all airlines receive the full benefit of these reductions).

The City's rates and charges cost reduction contribution shall be reduced if Airport management (i) determines in good faith that there is a deficiency in any of the required Airport fund balances, (ii) receives an official written communication from any rating agency that a downgrade of the Airport's existing credit rating is likely unless a reduction to the City's rates and charges cost reduction contribution is made, or (iii) determines in good faith that operating cash balances are insufficient and contributions would jeopardize the ongoing operation of the airport.

7. <u>MISCELLANEOUS</u>

All defined terms used herein shall be consistent and subordinate to the defined terms in the General Bond Ordinance.

8. <u>CONCOURSE A BAGGAGE SORTATION SPACE</u>

The City redeemed Airport project Bonds equal to the principal outstanding associated with

approximately 108,000 square feet of Concourse A baggage sortation space.

Debt service costs associated with Bonds issued by the City to redeem the Bonds associated with the 108,000 square feet of Concourse A baggage sortation space shall be allocated to the cost centers of the Airport in the same proportion as debt service on Bonds issued for the Original Airport Project.

EXHIBIT L



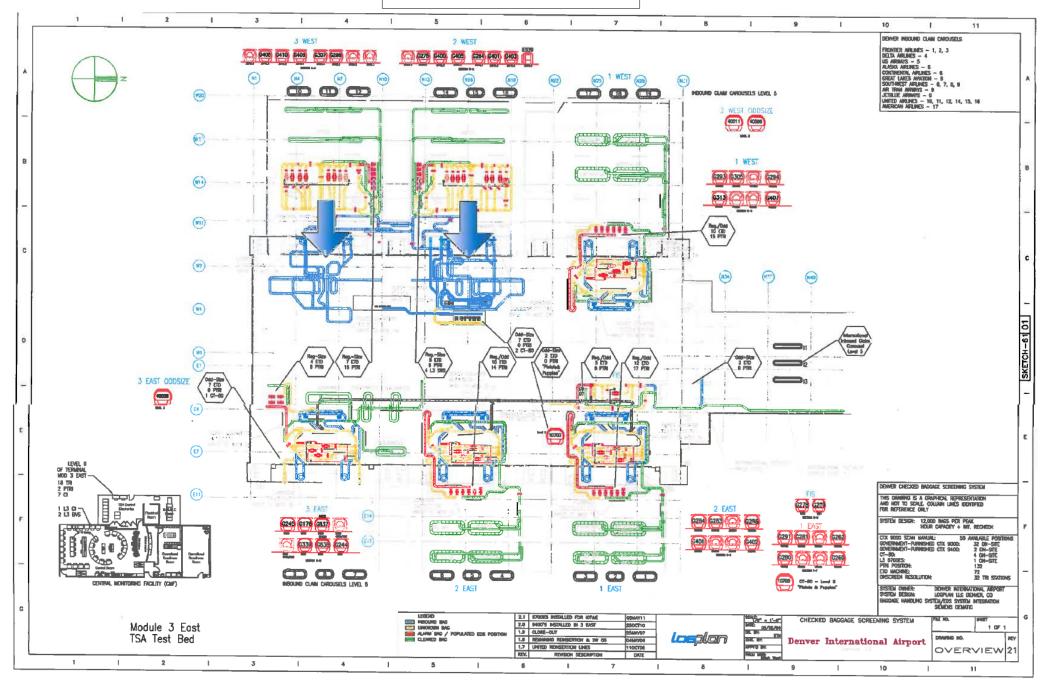


EXHIBIT M

EXHIBIT M

BAGGAGE SYSTEM COST CENTERS AND ALLOCATION METHODOLOGY FOR OPERATION AND MAINTENANCE COSTS

The City agrees that it will establish and fix rates, fees and charges for the use of the Baggage System Facilities in accordance with cost-accounting principles. The aggregate dollar amount payable each Fiscal Year by all Users of the Baggage System shall be sufficient to pay for the Operation and Maintenance Costs. The City will annually review with the Airline Baggage Subcommittee the rates, fees, and charges, cost centers, and cost allocations for the Baggage System Facilities.

Cost Centers

The City, to the extent practicable, shall establish the following Baggage System Cost Centers and shall apply the cost allocation methodology described herein separately for each cost center.

Domestic Cost Center – Includes Operation and Maintenance Costs (defined in Section 1.12 of this agreement) associated with the inbound and outbound Baggage System equipment located in Modules 1W, 1E, 2E and 3E of the Terminal and garage structure and all associated controls associated with both hardware and software.

International Cost Center – Includes Operation and Maintenance Costs associated with the inbound system in the International arrival hall, the equipment and system that feeds this area from level three of the terminal, the International outbound recheck system and all the equipment, controls, hardware and software associated with this system.

United Cost Center - Includes Operation and Maintenance Costs associated with the inbound and outbound Baggage System equipment located in Modules 2W and 3W of the Terminal and garage structure and all associated controls associated with both hardware and software.

Cost Center Allocations

The net requirement of the Domestic Cost Center will be assessed based on domestic originating passengers for those airlines operating in Modules 1W, 1E, 2E and 3E of the Terminal and garage structure.

The net requirement of the International Cost Center will be assessed based on international destination passengers for those airlines utilizing the International inbound and outbound baggage system.

The net requirement of the United Cost Center will be assessed based on domestic originating passengers for those airlines operating in Modules 2W and 3W of the Terminal and garage structure.

Allocation of Costs to Cost Centers

Labor costs including the operator of the baggage system and the City's baggage system consultant and minor capital equipment costs will be allocated to the baggage system cost centers based on the following percentages:

Domestic - 56.7%

International – 6.3%

United – 37.0%

<u>Parts</u>

Parts costs will be allocated separately to the Domestic and International Cost Centers and to the United Cost Center. The Domestic Cost Center will be allocated 90% and the International Cost Center 10% of the Domestic and International Cost Center parts costs. United Cost Center will be allocated a separate parts costs.

The City expects to bill parts at cost, based on actual supported expenditures, 30 days in arrears.

EXHIBIT N-1

EXHIBIT N-1

AFFILIATE DESIGNATION FORM

Date: _____

Airline: _____

Affiliate: _____

Pursuant to Part VI of the Airline Use and Lese Agreement between the [Airline ("Airline")] and the City and County of Denver (the "City")(Contract No.

) (the "Agreement"), Airline hereby notifies the City of its designation of the Affiliate named above as an Affiliate under the Agreement. In connection with this designation, Airline hereby certifies as follows:

1. The Affiliate meets the following definition of an Affiliate under the Agreement [check as appropriate]:

Affiliate is a passenger carrier that is a wholly owned subsidiary of Airline or is majority-owned by Airline

_____ Affiliate is a passenger carrier operating under the name of the Airline or under the name of Airline's wholly owned subsidiary

_____ Affiliate is a passenger carrier flying under its own livery

_____ Affiliate is a passenger carrier operating under a revenue-sharing or fixed-fee agreement with Airline

- 2. Affiliate not selling any seats in its own name and all seats are being sold in the name of the Airline.
- 3. Affiliate is a party to an Affiliate Operating Agreement with City.
- 4. Airline shall be responsible for the actions and obligations of Affiliate, including without implied limitation the obligation to pay all charges owed to City on account of Affiliate's activities at the Airport and the duty to provide information, insurance and indemnification to City.
- 5. Airline shall be the financial guarantor of all amounts owed to City by Affiliate.
- 6. The Airline shall be responsible for ensuring that Affiliate complies with all of the terms and conditions of the Agreement to the same extent that Airline is

responsible for compliance.

By: ______ Title:

EXHIBIT N-2

EXHIBIT N-2 AFFILIATE WITHDRAWAL OF DESIGNATION FORM

Airline: _____

Affiliate: _____

- Airline notifies City that it is hereby withdrawing the designation of the
 [_____] [insert Affiliate name] as an Affiliate of the Airline at the Airport.
- 2. From and after the last day of the calendar month following at least 15 (fifteen) days from the City's receipt of this Affiliate Withdrawal Form (the "Withdrawal Effective Date"), Airline's obligations pursuant to that certain Affiliate Designation Form dated ______ shall be of no further force and effect.
- 3. All of Airline's obligations with respect to Affiliate which were incurred prior to the Withdrawal Effective Date shall survive and shall be satisfied in full by Airline within thirty (30) days of the Withdrawal Effective Date.

By:			
Name:			
Title:			

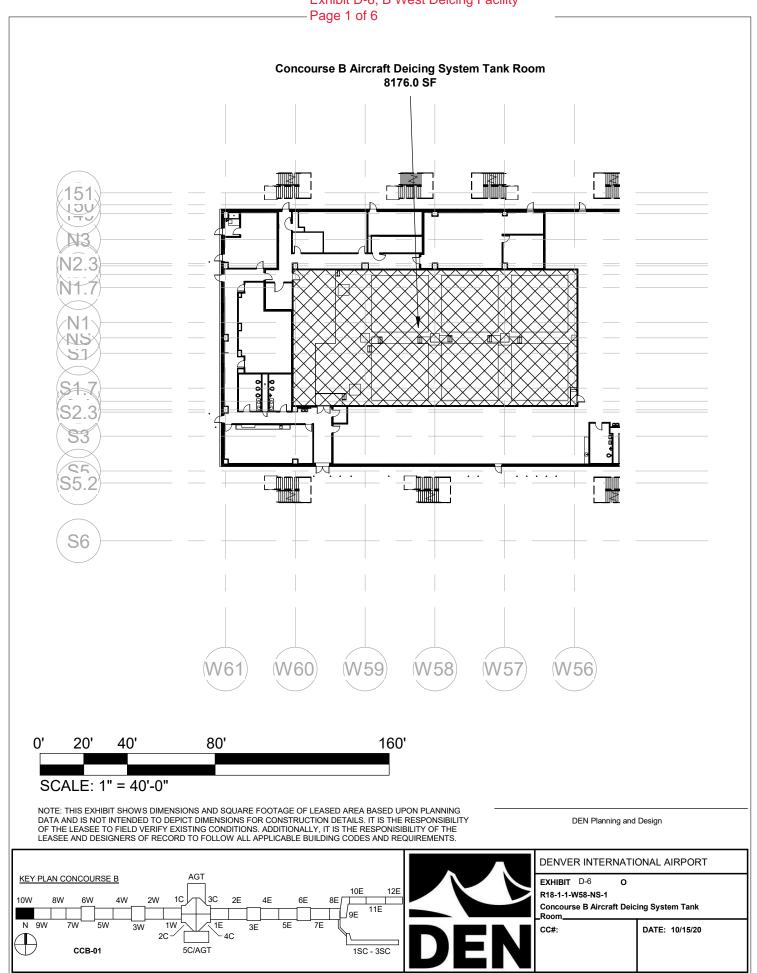
City hereby acknowledges that Airline has given notice of its withdrawal of its designation of [_____] [insert Affiliate name] as an Affiliate, and that the Withdrawal Effective Date is _____.

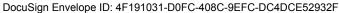
CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION

By:	 	
Name:		
Title:		

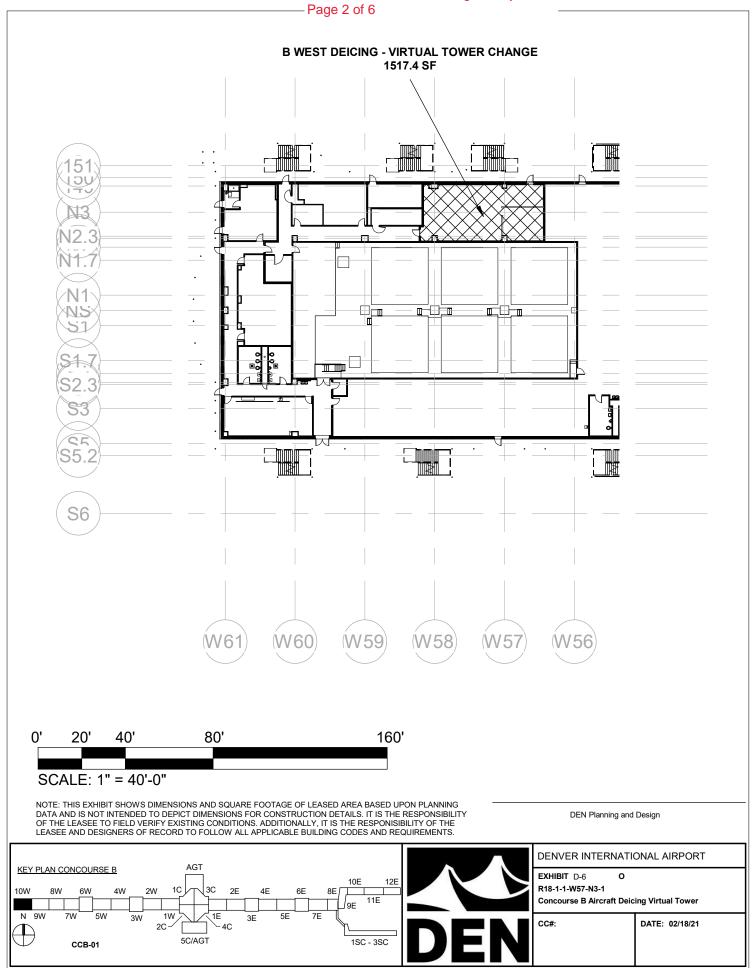
EXHIBIT D-6



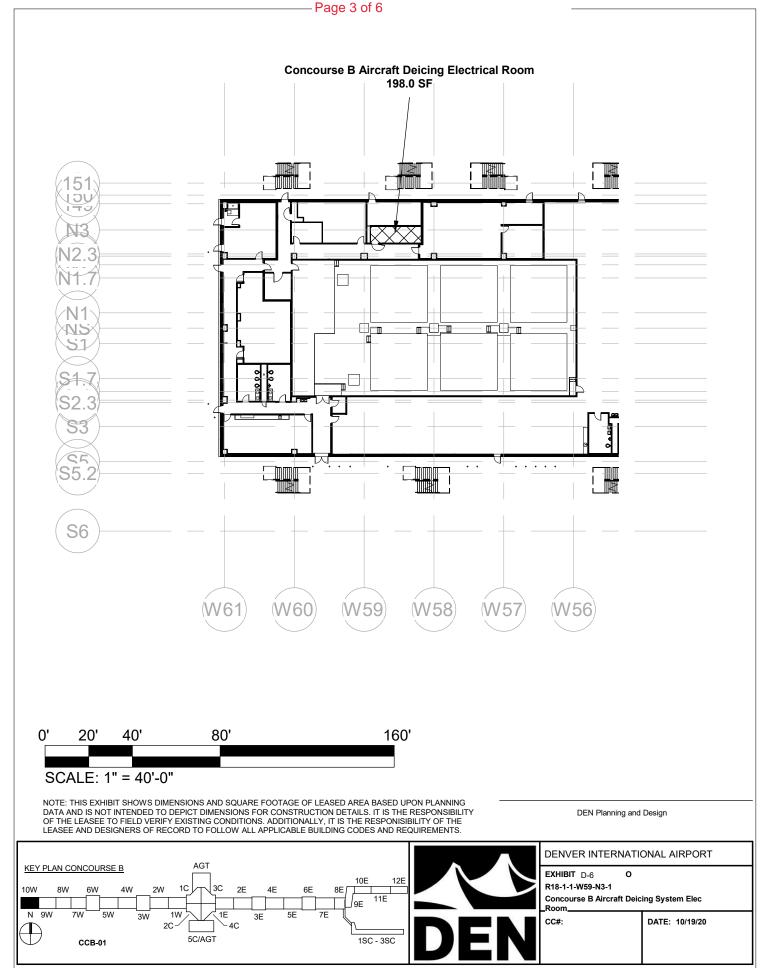






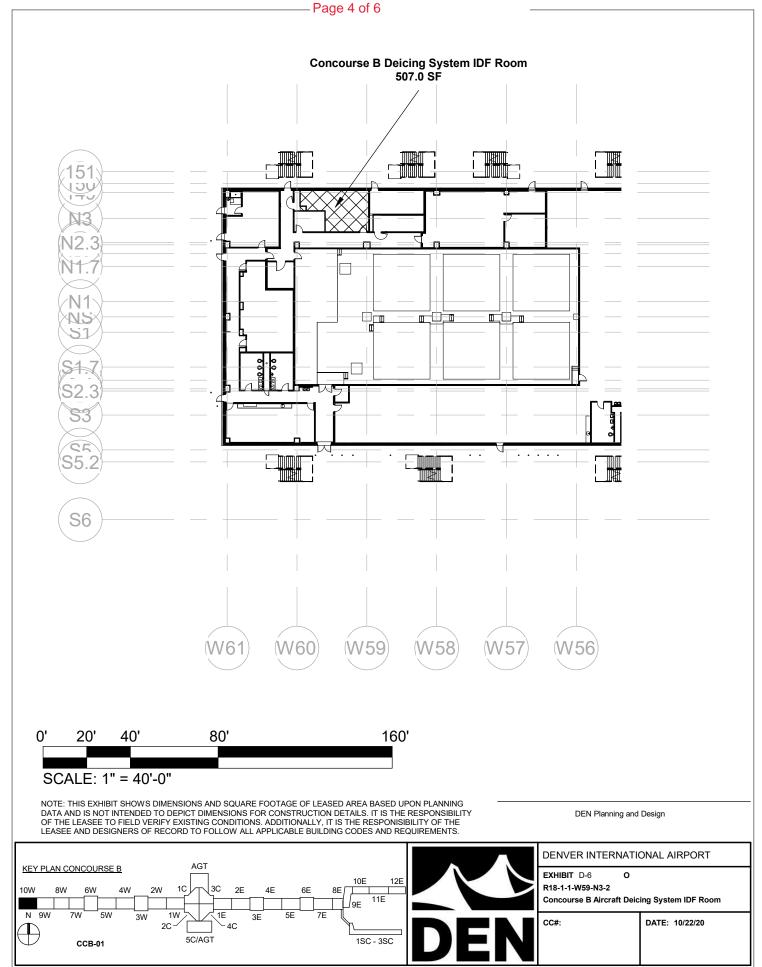


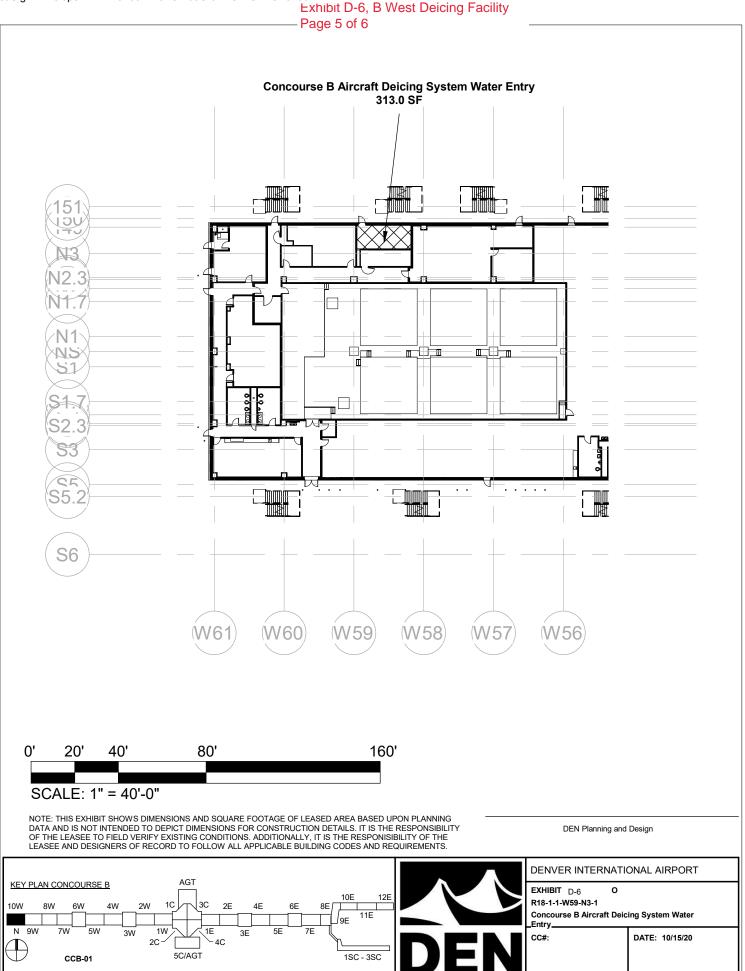




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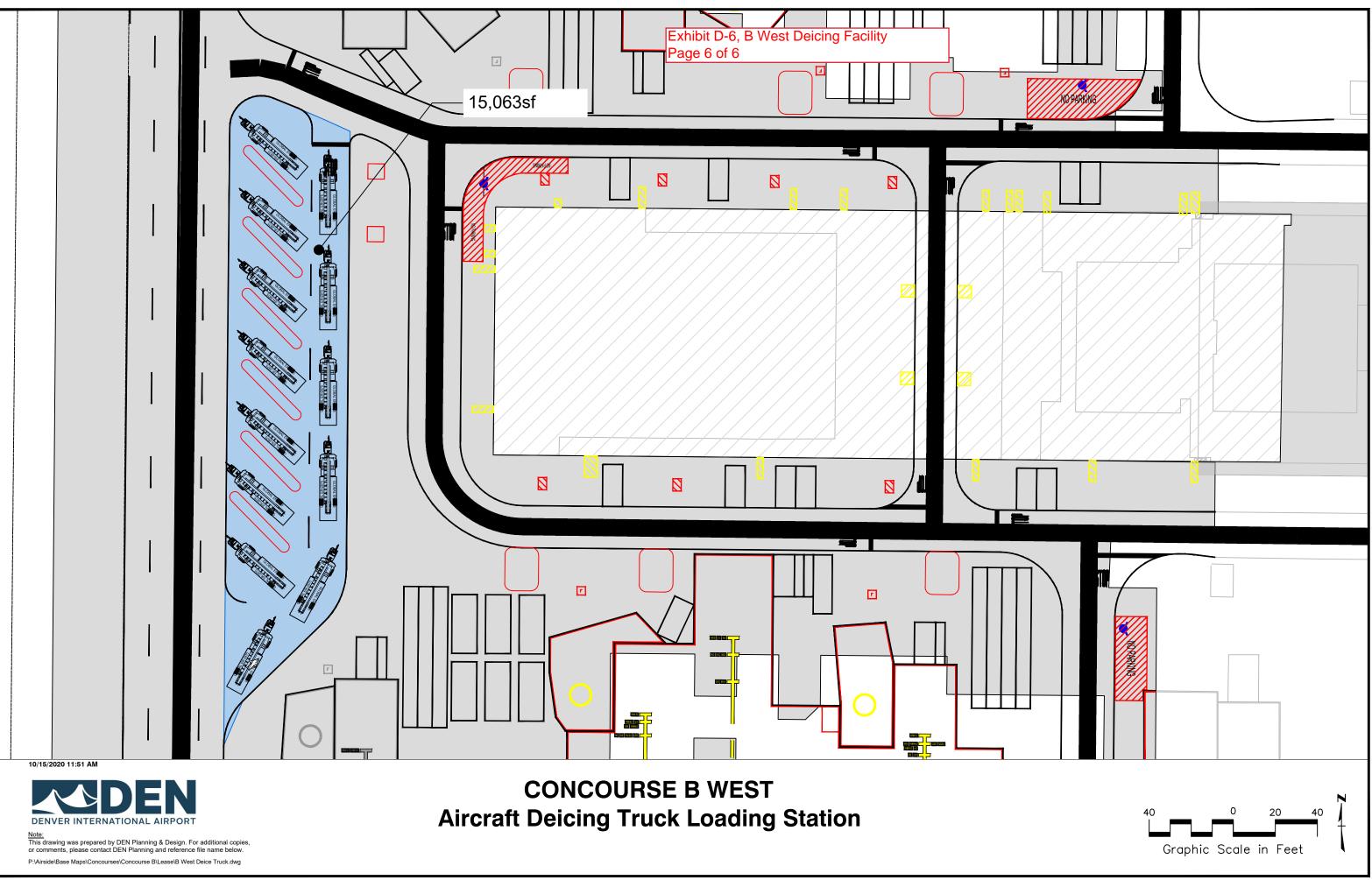
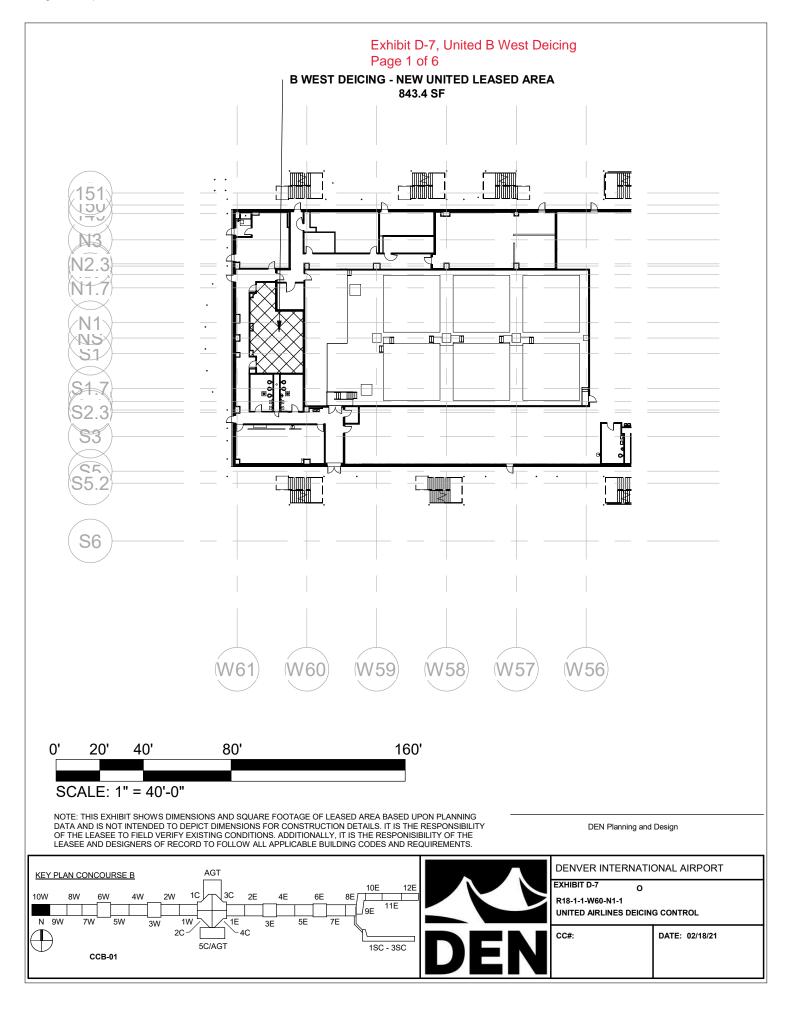
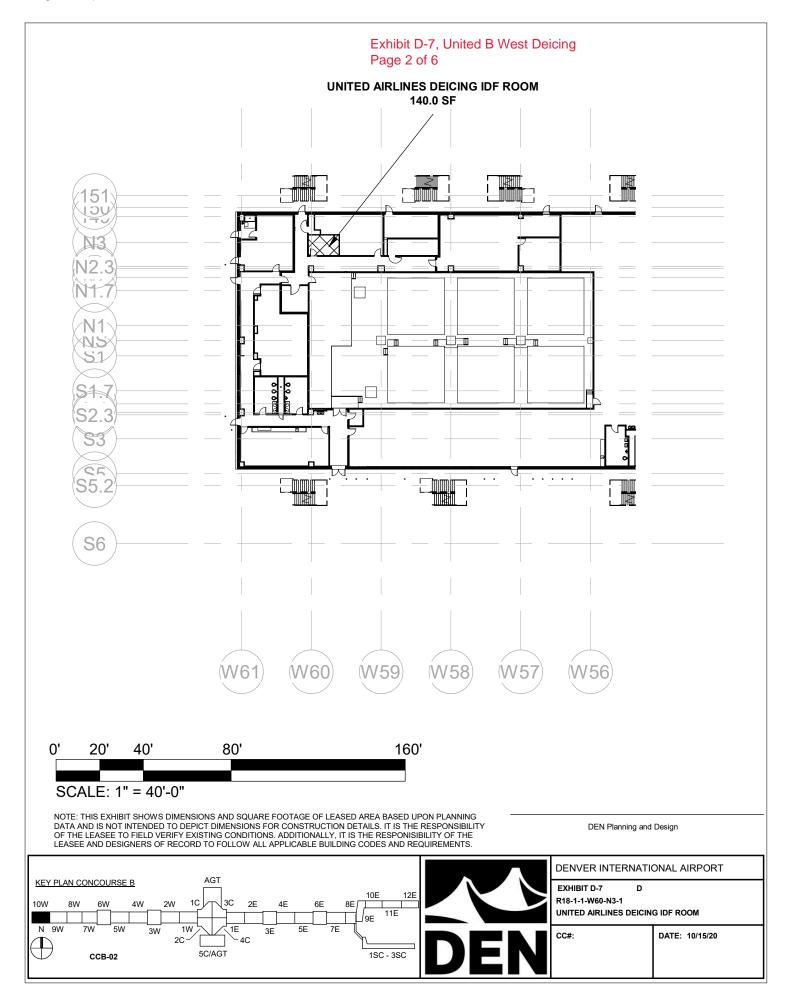
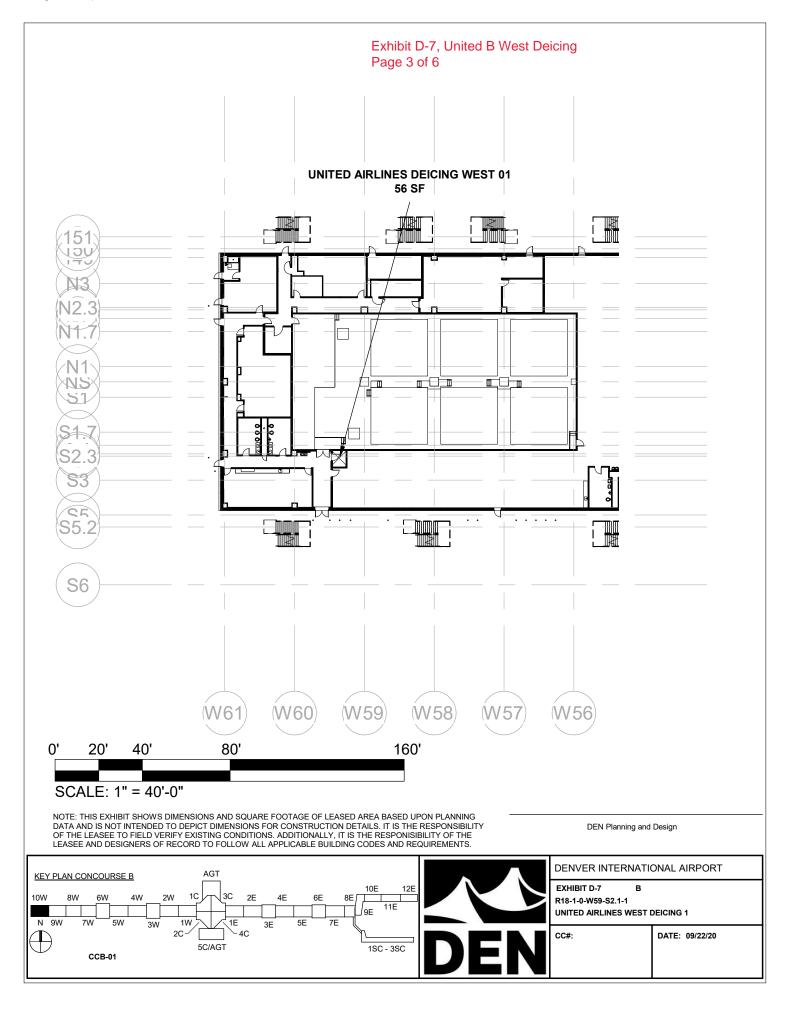


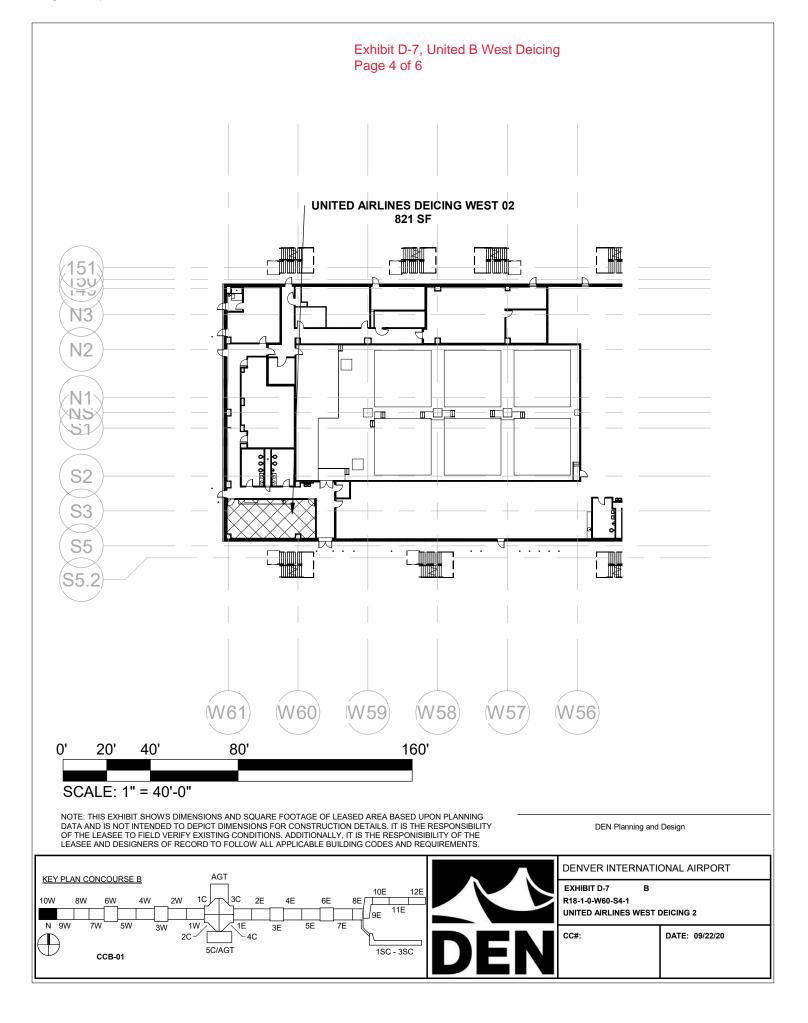


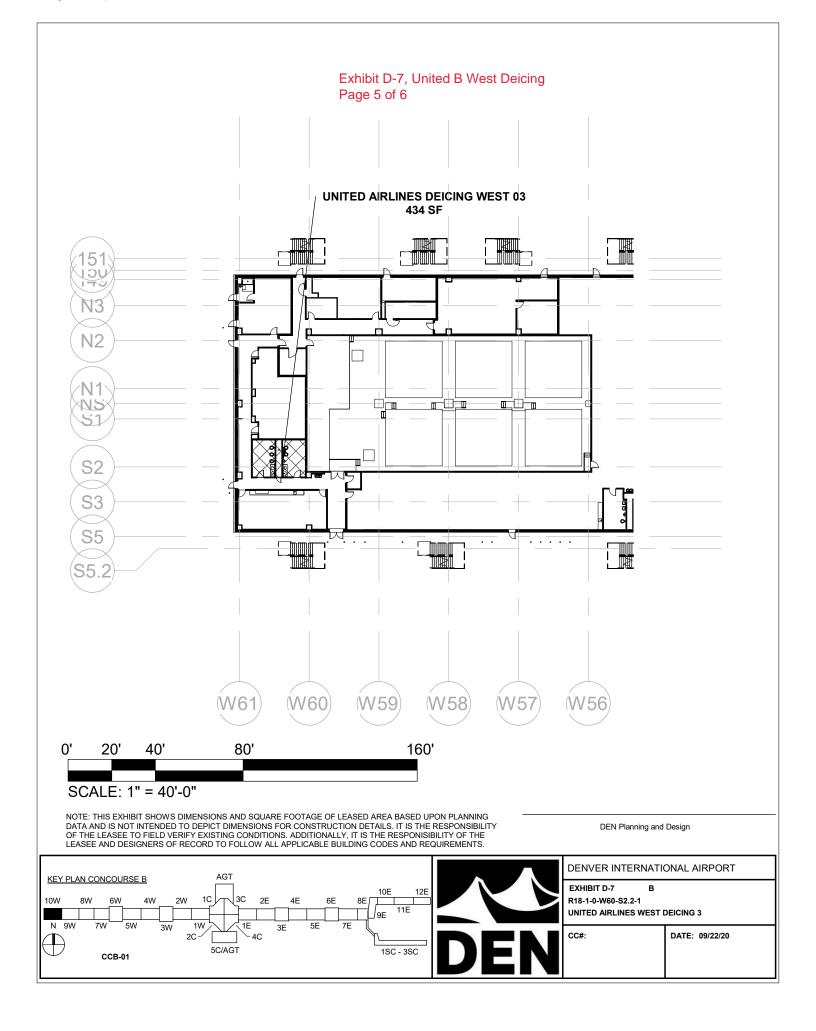
EXHIBIT D-7











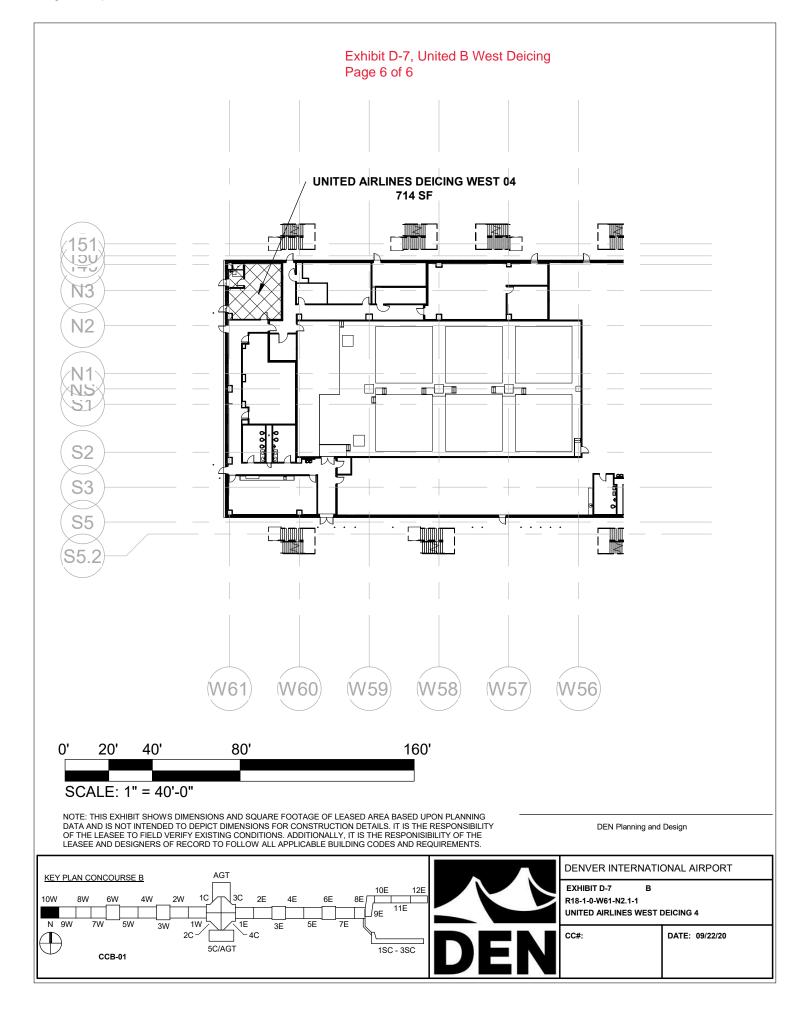


EXHIBIT O

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EXHIBIT O

Record #	Record Title	Spec. #	Spec. Description	Submittal Register	Submitted Date
SUB-03505	BW06-230900-Instrum/Control/Seq for Deicing-O&M	230	900 INSTRUMENTATION AND CONTROL FOR HVAC	SREG-322	12/21/2020 11:00 AM
SUB-03326	BW06-017900-Videos for Deicing Controls O&M	17	900 DEMONSTRATION AND TRAINING	SREG-036	11/18/2020 08:43 AM
SUB-03222	BW06-232123-Deicing & Anti-Icing Pumps-O&M	232	123 HYDRONIC PUMPS	SREG-351	11/12/2020 08:41 AM
SUB-03217	BW06-133423-Deicing Island Enclosures-O&M	133	423 FABRICATED STRUCTURES	SREG-213	11/12/2020 08:13 AM
SUB-03156	BW06-262923-Variable Freq Motor Controllers-O&M	262	923 VARIABLE-FREQUENCY MOTOR CONTROLLERS	SREG-488	11/02/2020 10:16 AM
SUB-02982	BW06-232116-Deicing System Strainer O&M	232	116 HYDRONIC PIPING SPECIALTIES	SREG-350	09/28/2020 03:18 PM
SUB-02921	BW06-Deicing System-412210 Monorail Crane O&M	412210 CEP BW	Monorail Cranes	SREG-877	09/22/2020 12:44 PM
SUB-02790	BW06-133423-Deicing Island Cabinet Heaters-O&M	133	423 FABRICATED STRUCTURES	SREG-213	08/17/2020 12:18 PM
SUB-02787	BW06-232123-Deicing & Anti-Icing Pumps-O&M	232	123 HYDRONIC PUMPS	SREG-351	08/17/2020 11:44 AM
SUB-02786	BW06-235019-Pressure Gauges for Deicing-O&M	230	519 METERS AND GAGES FOR HVAC PIPING	SREG-305	08/17/2020 11:00 AM
SUB-02784	BW06-230923.23-Pressure Switch-O&M	23092	.23 PRESSURE INSTRUMENTS	SREG-334	08/17/2020 10:36 AM
SUB-02783	BW06-230923.14-Flow Instruments-O&M	23092	14 FLOW INSTRUMENTS	SREG-327	08/17/2020 10:32 AM
SUB-02782	BW06-230923.11-Control Valves-O&M	23092	.11 CONTROL VALVES	SREG-324	08/17/2020 10:24 AM
SUB-02780	BW06-230923.17-Level Transmitters-O&M	23092	1.17 LEVEL INSTRUMENTS	SREG-329	08/17/2020 10:15 AM
SUB-02779	BW06-230923.17-Level Switches-O&M	23092	1.17 LEVEL INSTRUMENTS	SREG-329	08/17/2020 10:10 AM
SUB-02778	BW06-230923.22-Position Instruments-O&M Data	23092	22 POSITION INSTRUMENTS	SREG-333	08/17/2020 10:05 AM
SUB-02777	BW06-230523.14-Deicing Check Valve O&M	23052	.14 CHECK VALVES FOR HVAC PIPING	SREG-309	08/17/2020 09:53 AM
SUB-02620	BW06-230523.14-Deicing Check Valve O&M	23052	14 CHECK VALVES FOR HVAC PIPING	SREG-309	07/20/2020 09:55 AM