

98-595-B

SECOND AMENDMENT  
TO MASTER LEASE AND DISPOSITION AGREEMENT

THIS SECOND AMENDMENT TO MASTER LEASE AND DISPOSITION AGREEMENT ("Second Amendment") is made and entered into as of the 20<sup>th</sup> day of April, 2000, by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, for and on behalf of the Department of Aviation (the "City"), and STAPLETON DEVELOPMENT CORPORATION, a Colorado nonprofit corporation ("SDC").

WITNESSETH:

WHEREAS, the City and SDC entered into an agreement entitled Master Lease and Disposition Agreement dated July 21, 1998, as amended by the First Amendment to the Master Lease and Disposition Agreement approved by City Council on December 20, 1999 between the City and SDC (the "Agreement"), concerning the disposition of the Stapleton Site as defined in the Agreement; and

WHEREAS, the City and SDC desire to further amend the Agreement as follows:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and SDC hereby agree as follows:

1. Defined Terms. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Agreement.

2. Amendment of the Recitals. New recitals G and H shall be added to the Agreement as follows and the existing recital H shall be redesignated as recital I:

G. Pursuant to the MLD Agreement, after conducting a competitive process, SDC has engaged in negotiations with potential Purchasers, as defined below, relating to the purchase of the Option Property.

H. SDC has entered into a contract with a Purchaser for the purchase of substantially all of the Option Property from SDC.

3. Additional Defined Terms. The following new defined terms shall be added to the Agreement as follows:

A. "Additional Stipulated Amounts" shall have the meaning set forth in Section 11.01(c) below.

B. "AER" means Attributable Environmental Remediation which includes the remediation of impacts to soil, groundwater, improvements or other

media caused by or related to the historical operations of Continental Airlines, Inc., Delta Airlines, Inc., and United Airlines, Inc. at the sites at which they operated on the Stapleton Site, which sites are specified in Exhibit 2 of the Stipulated Agreement, to the extent necessary to satisfy all applicable Federal, State of Colorado, City or other local laws, rules, regulations or requirements.

C. "Environmental Laws" means all applicable local, state and federal environmental rules, regulations, statutes, laws and orders, as amended from time to time, including, but not limited to, all such rules, regulations, statutes, laws and orders regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment.

D. "Environmental Claim" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of noncompliance or violation, whether written or oral, by any person, organization or agency alleging potential liability, including without limitation potential liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties arising out of, based on or resulting from the presence or release into the environment of any Hazardous Materials at any location, whether or not owned by the City, or resulting from circumstances forming the basis of any violation or alleged violation of any Environmental Laws, and any and all claims by any person, organization or agency seeking damages, contribution, indemnification, costs, recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Materials.

E. "Environmental Remediation" means the cleanup of any release, spill, emission, leaking, injection, deposit, disposal, discharge, leaching or migration into the atmosphere, soil, surface water, groundwater or property in accordance with the Environmental Remediation Standards and Protocols as set forth in Exhibit C.

F. "Environmental Remediation Standards and Protocols" means those cleanup standards and protocols attached hereto as Exhibit C.

G. "EPA" shall mean the United States Environmental Protection Agency.

H. "Failure Notice" shall have the same meaning as set forth in Section 24(a).

I. "First Measuring Date" shall have the same meaning as set forth in Section 24(a).

J. "Fourth Measuring Date" shall have the same meaning as set forth in Section 24(a).

K. "Initial Closing Date" shall mean the date that SDC purchases at least two hundred (200) Developable Acres.

L. "Land Development Schedule" shall mean the Land Development Schedule attached hereto as Exhibit G setting forth the location, phasing and timing (on an annual basis) of the purchases of the Property.

M. "Land Parcel" means a parcel of real property within the Option Property that is not improved either with Remaining Structures or with other structures identified by mutual agreement of the City and SDC.

N. "Minimum Purchase Requirements" shall have the meaning set forth in Section 24.

O. "NAER" means Nonattributable Environmental Remediation, which includes and is limited to:

(i) The remediation of impacts to soil, groundwater, improvements or other media caused by or related to operations on the Stapleton Site to the extent necessary to satisfy all applicable Federal, State of Colorado, City or other local laws, rules, regulations or requirements where the responsible party(s) cannot be determined after reasonable investigation by the City.

(ii) The remediation of impacts to soil, groundwater, improvements or other media caused by or related to operations on the Stapleton Site to the extent necessary to satisfy all applicable Federal, State of Colorado, City or other local laws, rules, regulations or requirements where the responsible party(s) can be determined, but where recovery or further recovery from such party(s) is barred as a matter of law or made impossible by bankruptcy, frustration of reasonable collection efforts or other circumstances beyond the City's control.

(iii) The remediation of impacts to soil, groundwater, improvements or other media caused by or related to operations on the Stapleton Site to the extent necessary to satisfy all applicable Federal, State of Colorado, City or other local laws, rules, regulations or requirements where the responsible party(s) can be determined but the costs cannot be allocated to, or allocated between or among, the party(s).

(iv) The remediation of impacts to soil, groundwater, improvements or other media caused by or related to operations on the Stapleton Site that are discovered after January 1, 1999 to the extent necessary to satisfy all applicable Federal, State of Colorado, City or other local laws, rules, regulations or requirements.

(v) Removal of concrete and other paved surfaces, including certain underground improvements, fixtures and equipment, pipe lines and

hydrants on the Stapleton Site, and removal, backfill and grading of the underlying soils on the Stapleton Site.

(vi) Demolition, removal and backfill of buildings and other improvements and structures on the Stapleton Site.

(vii) Any AER costs, including fines as specified and limited in Paragraphs 3.2 and 3.3 of the Stipulated Agreement, that exceed the payment amounts set forth in Paragraph 3.2 of the Stipulated Agreement.

P. "NFAD" shall have the meaning as set forth in Section 11.02(d).

Q. "POCA Plume" shall have the meaning as set forth in Section 14.02(c).

R. "Remaining Structures Parcel" shall mean those parcels within the Option Property improved with Remaining Structures.

S. "Second Measuring Date" shall have the same meaning as set forth in Section 24(a).

T. "Stipulated Agreement" shall mean the Stipulated Agreement Relating to Disposition of Stapleton International Airport between the City and various airlines.

U. "Table 4 Contaminants" shall have the meaning specified in Section 11.01(c) below.

V. "Third Measuring Date" shall have the same meaning as set forth in Section 24(a).

W. "Title 32 Districts" shall mean the Stapleton Metropolitan District and the Westerly Creek Metropolitan District and any other special district(s) created pursuant to Title 32 of the Colorado Revised Statutes for the purpose of funding and carrying out the design, development, construction and maintenance of the infrastructure at the Stapleton Site.

4. Deletion of Certain Defined Terms. The following defined terms and the definitions thereof set forth in Section 2 of the Agreement shall be deleted from the Agreement: "Appraisal Amount," "Arterial Street," "Average Sales Amount," "Cash Reserve," "Collection Period," "Differential Amount," "Direct Rents," "Gross Sales Price," "Initial Price," "Management Agent Fee," "Net Sale Proceeds," "Past Due Interest Rate," "Percentage Factor," "Reserve Amount," "Reset Date," and "Sublease Rent."

5. Amending Certain Defined Terms. The following defined terms shall be amended and restated as follows:

A. "Bowes Appraisal" shall mean the appraisal of the Property as of December 17, 1999, conducted by Bowes and Company and reflected in an appraisal report dated January 27, 2000, to reflect the current fair market value of the Property, pursuant to Public Law 100-223, December 30, 1987, requiring FAA approval of the transaction.

B. "CPI" shall mean, with respect to any Closing Date, the Consumer Price Index last published by the Bureau of Labor Statistics of the United States Department of Labor, Denver-Boulder, CO, All Items and Major Groups Figures for Urban Wage Earners and Clerical Workers (1982-84=100).

C. "Demolition Work" shall have the meaning set forth in Section 11.01(h).

D. "Developable Acre" shall mean any acre of Land that is not Open Space.

E. "Excluded Land" shall mean the real property consisting of approximately 100 acres, as depicted in Exhibit J, as adjusted so that the northern boundary is directly adjacent to the 56<sup>th</sup> Avenue right-of-way.

F. "Improvements" shall mean the Buildings and all other fixtures and improvements presently existing on the Land or constructed hereafter prior to the purchase of the Option Property by SDC.

G. "Land" shall mean the real property more particularly described on Exhibit A attached hereto, containing approximately 4,200 acres. The term "Land" shall expressly exclude water rights and groundwater rights appurtenant to the Land.

H. "Leased Premises" shall mean the Land and Improvements, excluding (i) the Land and Improvements encumbered by Direct Leases for so long as each Direct Lease is in force and effect, (ii) all Option Property following conveyance to SDC or a Purchaser, and (iii) all Open Space following conveyance to SDC.

I. "Overhead" shall mean all of SDC's costs and expenses, (i) including, but not limited to, (a) salaries and related expenses for all employees and contract employees, (b) general and administrative expenses (including, supplies, rent, and utilities allocated to SDC's offices, etc.), (c) professional services, and (d) marketing and advertising, (ii) but excluding costs and expenses related to (a) Demolition Work, (b) Environmental Remediation, (c) construction of Necessary Site Improvements, (d) Direct Maintenance of Buildings and Land, (e) Closing Costs, (f) Rent, (g) payments to the City in respect of any Purchase Price and (h) premiums relating to additional insurance required by the Manager in accordance with Section 8.02(a).

J. "Stapleton Gross Proceeds" shall mean all revenues or any other consideration received on or after January 1, 1999 by SDC, or any successor or

assign, from sales, leases or any other transactions related to or dispositions of the Stapleton Site, excluding for such sales, leases or other transactions or dispositions customary and reasonable actual closing costs. Stapleton Gross Proceeds shall not include revenues from sales, leases or any other transactions or dispositions of the Stapleton Site by any other party, such as, by way of example only, a master developer, that has purchased or leased Option Property from the City or SDC or any successor or assign. Stapleton Gross Proceeds shall also not include impact fees or system development fees paid by any Purchaser of Option Property pursuant to Section 13.07. This exclusion from the definition of Stapleton Gross Proceeds is based on the express understanding and agreement of the City and the airlines that the sale of Option Property to any Purchaser shall be for a price not less than the appraised fair market value, including any price adjustment mechanism, which appraised fair market value and price adjustment mechanism have been approved by the FAA.

6. Amendment of Section 3.02. Section 3.02 of the Agreement entitled USE OF LEASED PREMISES shall be amended by adding the following two sentences to the end of such section:

SDC agrees that it shall not circumvent or attempt to avoid the City's cable franchise or any other City franchise agreement. SDC further covenants that SDC shall require through contract that its Purchasers shall not circumvent or attempt to avoid the City's cable franchise or any other City franchise agreement.

7. Environmental Remediation. The words "environmental remediation" shall be replaced with the words "Environmental Remediation" in the following sections of the Agreement: 3.05, 3.07, 4.02, 6.01, 6.12, 7.01(b), 7.03, 8.01, 12.01(b), 12.02(a), 12.02(e).

8. Amendment of Section 3.06. Section 3.06 of the Agreement entitled EASEMENTS shall be amended and restated as follows:

### **3.06 EASEMENTS**

The City reserves to itself the right to install utilities upon areas of the Stapleton Site or grant easements for utilities on the Stapleton Site as the City deems necessary or desirable; provided that the use of such areas or the grant of such use or easements does not interfere substantially with SDC's Option or its use of the Stapleton Site or the use of the Stapleton Site by the Direct Tenants or the Subtenants; and provided further that so long as any Purchase Agreement remains in effect, the City shall consult and cooperate with the related Purchaser or potential Purchaser under such Purchase Agreement prior to installing any such utilities or granting any such easements for utilities.

9. Amendment of Section 3.07. Section 3.07 entitled DESIGNATION OF SDC AS MANAGEMENT AGENT UNDER EXISTING LEASES shall be amended as follows:

A. The words "management agent" shall be replaced with the words "property manager", including, without limitation, in the title of the section.

B. The word "above" shall be replaced with the word "below" in the third sentence of Section 3.07(a).

C. Sections 3.07(d) through (g) shall be deleted from the Agreement.

10. Deletion of Section 3.09. Section 3.09 entitled LAND THAT MAY BE ADDED TO LEASED PREMISES shall be deleted from the Agreement.

11. Amendment of Section 4.01. Section 4.01 entitled TERM shall be amended and restated as follows:

**4.01            TERM.**

"Term" shall mean the period commencing as of noon on July 1, 1998 (the "Commencement Date") and expiring on the earlier to occur of (i) the fifteenth anniversary of the Initial Closing Date or (ii) the date that SDC completes its purchase of all the Developable Acres (whichever first occurs, the "Expiration Date"); provided that the Expiration Date shall be extended to coincide with the term of any effective Purchase Agreement and as provided for in Section 24(a). Notwithstanding any other provision in this Agreement, in no event shall the term of this Agreement extend beyond the earlier to occur of (a) the twenty-fifth anniversary of the Initial Closing Date or (b) December 11, 2025. Each twelve-month period from the Commencement Date shall be a "Lease Year."

12. Amendment of Section 5.01. Section 5.01 entitled RENT shall be amended and restated as follows:

**5.01            RENT.**

Effective as of January 1, 1999, on or prior to the fifteenth day of each month, SDC covenants and agrees, without offset, deduction or abatement, to pay the City as monthly rent (the "Rent") the Stapleton Gross Proceeds received by SDC during the immediately prior month less (i) Overhead (subject to Section 22.01) and expenditures in respect of Direct Maintenance of Buildings and Land for such month and (ii) any monies previously paid to the City in respect of the Purchase Price for Option Property pursuant to Section 14.01 below.

13. Amendment of Section 6.03(f). Section 6.03(f) shall be amended and restated as follows:

F. At the Manager's reasonable request, SDC shall permit the City to conduct testing and monitoring as is necessary to determine whether any Hazardous Materials have entered the soil, groundwater, or surface water on or under the Stapleton Site. Such testing shall be at SDC's cost if the release of Hazardous Materials is a result of SDC's activities; provided that SDC shall not

be obligated to pay for the costs of any such testing if the release of Hazardous Material is a result of any Direct Tenant's activities. SDC and the City shall provide copies to each other of all results of such testing and monitoring.

14. Amendment of Section 6.05. Section 6.05 of the Agreement entitled HAZARDOUS USE shall be amended by deleting the last sentence of such section.

15. Amendment of Section 8.01. Section 8.01 of the Agreement entitled INDEMNITY shall be amended by replacing the words "management agent" with the words "property manager".

16. Amendment of Section 8.02. Section 8.02 of the Agreement entitled INSURANCE AND SUBROGATION shall be amended as follows:

A. The fifth sentence of Section 8.02(a) shall be amended and restated as follows: Premiums attributable to such additional insurance shall not be included in Overhead for purposes of this Agreement.

B. The following sentence shall be added to the end of Section 8.02(a): Premiums attributable to such additional insurance shall be paid by SDC from the funds described in Section 20.01 herein.

17. Amendment of Section 8.03. Section 8.03 of the Agreement entitled TAXES, LICENSES, LIENS AND FEES shall be amended by amending and restating the first sentence of such section as follows: SDC and the City intend that property owned or held by SDC will be exempt from all real and personal property taxes.

18. Amendment of Section 10.02. Section 10.02 of the Agreement entitled SUBLEASE REQUIREMENTS shall be amended as follows:

A. The defined term "Sublease Rent" shall be deleted in the first sentence of such section.

B. The following paragraph shall be added to the end of such section:

The parties acknowledge that the total cost of demolition will be lessened by providing for an efficient demolition process. Accordingly, SDC agrees not to initiate any additional subleases (except for the Remaining Structures) with the exception of those subleases in the process of negotiation as of February 15, 2000, which subleases SDC has determined will not interfere with planned Environmental Remediation and Demolition Work at the Stapleton Site.

19. Amendment of Section 11. Section 11 of the Agreement entitled DEMOLITION WORK AND ENVIRONMENTAL REMEDIATION shall be amended and restated as follows:



**SECTION 11**  
**DEMOLITION WORK AND ENVIRONMENTAL REMEDIATION**

**11.01 DEMOLITION WORK AND ENVIRONMENTAL  
REMEDICATION.**

A. The City shall complete the Environmental Remediation and Demolition Work on the Stapleton Site in accordance with the Environmental Remediation Standards and Protocols (excluding Table 4 thereof) and the Land Development Schedule (except as set forth in Section 11.01 (i)). In furtherance of such activities, the City shall be obligated to expend all funds available which are allocable to AER and NAER in accordance with the existing Stipulated Agreement plus the proceeds, if any, resulting from claims paid to the City under any and all environmental insurance policies relating to the Stapleton Site. The City shall use commercially reasonable efforts to file and pursue claims against the provider of environmental insurance policies (to the extent of coverage under such policies) to the extent necessary to assure completion of the Environmental Remediation and any covered environmental aspects of Demolition Work. The City shall have the right of entry to the Stapleton Site (i) to perform Environmental Remediation and Demolition Work and (ii) in consultation with SDC with respect to location and duration, to temporarily stockpile materials related to Environmental Remediation (except Hazardous Materials) and Demolition Work. SDC shall not be obligated pursuant to this Agreement to perform or pay for any Environmental Remediation or Demolition Work.

B. The City shall timely provide to SDC all split samples (except that duplicate samples may be provided when split samples are not technically available) and all other data and factual information concerning the presence of contaminants or exposure or potential exposure to humans of such contaminants obtained during the City's testing of the Stapleton Site in the planning and implementation of Environmental Remediation and Demolition Work in sufficient quantities to allow scientific analysis.

C. Upon the request of SDC and in accordance with the Land Development Schedule, the City shall spend up to the Twenty Million Dollars (\$20,000,000) funding provided for in accordance with the Stipulated Agreement (the "Additional Stipulated Amount") (i) to remediate any contaminants to the Stapleton Site that are listed on Table 4 of the Environmental Remediation and Protocols (Exhibit C) if discovered by the City, SDC or any Purchaser on sites being remediated by the City's remediation contractors and/or (ii) to remediate any contaminants to the Property in order to meet the Environmental Standards and Protocols (Exhibit C) and as necessary to comply with all Federal, State of Colorado, City laws, rules and regulations, on sites other than those being remediated by the City's remediation contracts, as soon as is commercially reasonable, and to the extent allowed under the Stipulated Agreement.

D. After the City determines that it has completed Environmental Remediation and Demolition Work under the City's remediation and demolition contracts for the Stapleton Site, if SDC reasonably determines that further work is necessary to comply with the Environmental Standards and Protocols in accordance with the Land Development Schedule, the City shall complete such work, utilizing the following funds in the following order of priority: (i) remaining amounts attributable to AER or NAER to the extent allowed under the Stipulated Agreement; (ii) amounts available under any environmental insurance policies; and (iii) funds remaining, if any, from the Additional Stipulated Amount available under the Stipulated Agreement. SDC hereby acknowledges that (x) the City will be obligated to complete the Environmental Remediation and Demolition Work described in Section 11.01(c) or (d) only to the extent that there are funds available from the sources set forth in clauses (i) through (iii) above and (y) except as provided for in this Section 11.01(d), the Additional Stipulated Amount shall not be utilized by the City to perform any Environmental Remediation (other than remediation of the Table 4 Contaminants) or Demolition Work.

E. [Reserved]

F. [Reserved]

G. SDC assigns to the City all rights, if any, it may have in any damages, award settlements, proceeds, insurance, indemnification, reimbursement, cost recovery, contribution or any other sums, and any rights for injunctive relief or penalties arising under common law, equity, contract, or statute in relation to obligations owed by third parties to the City to restore the Stapleton Site or remove equipment or improvements located on the Stapleton Site. Any of SDC's obligations pursuant to Section 7.02 or 7.03 shall be set off against any amounts collected by the City pursuant to this Section 11.01(g).

H. The "Demolition Work" to be completed by the City, acting by and through the Manager of Public Works, shall consist of the following:

(i) Demolition of all Buildings and Improvements on the Stapleton Site, excluding runways, taxiways and the Remaining Structures and the existing bridge over Interstate 70 at Yosemite Street, and the removal of the subgrade foundations thereof. The area left upon removal of the subgrade foundations shall be filled with soil otherwise acceptable under the Environmental Remediation Standards and Protocols for the depth of the soil in question, and will be compacted to the extent necessary to prevent excess settlement;

(ii) The removal of all concrete, including the in-place Portland cement concrete pavement, cement treated base, underlying asphalt pavement, aggregate base course, and any course aggregates (whether imbedded or loose), but not including concrete used in any

Buildings or Improvements which will be demolished under (i) above or, except as provided for in clause (iii) below, soil cement or other pavement types as defined by the Stapleton Permit For Stapleton Runway Removal Issued to Recycled Materials Company, Inc., dated February 23, 1999;

(iii) The fracturing of the soil cement or other pavement type which is left in place following the removal of the concrete runways to the extent contemplated by the permit referenced in clause (ii) above.

The Demolition Work shall be performed in compliance with applicable laws. SDC's option to purchase any particular portion of the Property for which such Demolition Work has not been completed will be conditioned upon the completion of the Demolition Work for such portion of the Property in accordance with the above standards. Within a reasonable period of time after it has knowledge of the same, the City shall provide SDC with written notice of the completion of the Demolition Work for any portion of the Stapleton Site.

I. The Land Development Schedule was developed in coordination with the appropriate agencies of the City. Subject to the Minimum Purchase Requirements, SDC may modify the Land Development Schedule at its discretion in order to meet the demands of the market. Any such modification shall be completed in collaboration with the appropriate agencies of the City in order to assure that the City is capable of completing the appropriate Demolition Work and Environmental Remediation. Any such modified Land Development Schedule shall not be effective unless delivered to the City. SDC acknowledges that the City is not obligated to complete the Environmental Remediation and Demolition Work in accordance with any modified Land Development Schedule unless (i) the City reasonably concludes that it is capable of completing the Environmental Remediation and Demolition Work in accordance with such modified Land Development Schedule and (ii) the City has been provided assurances acceptable to the Manager that it will receive funds in respect of any increased costs incurred by the City in completing the Environmental Remediation and Demolition Work in accordance with such modified Land Development Schedule which was necessary to obtain an NFAD. The City and SDC agree that both of these conditions shall be deemed to have been satisfied unless the Manager delivers a written notice to SDC within 120 days of receiving a written modified Land Development Schedule specifying that the City is unable to complete the Environmental Remediation and Demolition Work in accordance with such modified Land Development Schedule. Notwithstanding this Section 11.01(i), SDC shall cause any Purchaser that purchases Option Property at or near the intersection of Quebec Street and Smith Road on which a retail center consisting of approximately 85 acres will be constructed to pay to the City the increased costs under existing contracts for Environmental Remediation and Demolition attributable to such Purchaser's request that Environmental Remediation and Demolition be undertaken on an accelerated basis to accommodate such development.

11.02 ENVIRONMENTAL REMEDIATION STANDARDS  
AND PROTOCOLS.

A. [Reserved]

B. SDC assigns to the City all rights it may have in any damages, awards, settlements, proceeds, insurance, indemnification, reimbursement, cost recovery, contribution or any other sums, and any rights for injunctive relief or penalties, arising under the common law, equity, contract or statute in relation to the presence or alleged presence, now or in the future, of any Hazardous Materials at, on, under or about the Stapleton Site.

C. In addition to the obligations of the City under Section 11.01(b), the City shall (i) provide to any potential Purchaser any factual information and data in the City's possession that is related to the environmental condition of the related Option Property that is available for public inspection under the Colorado Open Records Act, and (ii) cooperate with SDC in addressing any environmental issues for purposes of satisfying the Environmental Requirements pursuant to Section 13.04(a).

D. On or prior to 180 days following the delivery of a Notice of Exercise, the City shall seek in good faith any determinations, not previously obtained, from State of Colorado agencies that completion of the Environmental Remediation, in accordance with Tables 1 through 3 of the Environmental Remediation Standards and Protocol, will result in a "No Further Action Determination" (a "NFAD"). Completion of the Environmental Remediation in accordance with Tables 1 through 4 of the Environmental Remediation Standards and Protocols, submission of a completion report to the agency having jurisdiction over the cleanup and, at SDC's option, receipt of a NFAD as set forth in Exhibit C or similar written assurance from the appropriate state agencies and the EPA shall be a condition precedent to SDC's obligations with respect to any particular closing pursuant to this Agreement. The sole remedy available to SDC for failure to obtain such NFAD or to satisfy the condition precedent in the preceding sentence shall be to extend this Agreement as set forth in Section 24A.

E. Notwithstanding any provision in this Agreement, the City shall retain all rights it may have against third parties, which rights may be concurrent with those of SDC with respect to Subtenants pertaining to the presence or alleged presence, now or in the future, of any Hazardous Materials at, on, under or about the Stapleton Site, including without limitation all rights to enforce any provisions of the Direct Leases and Subleases that the City Attorney, in his or her sole discretion, deems necessary or appropriate to: (i) compel compliance with the Environmental Requirements as defined in Section 6.03(a) herein; (ii) recover any of the City's costs of environmental investigation and remediation; and/or (iii) assert any claims or defenses related to environmental conditions at the Stapleton Site in any existing or future administrative, judicial or arbitration proceedings.

F. Any sums collected pursuant to the assignment and retention as set forth in this Section 11.02 shall be set off against any related obligation due and owing to the City by SDC under Section 8.01.

G. The City shall (i) provide to SDC written progress reports of ongoing Environmental Remediation on at least a monthly basis and (ii) meet with SDC and any related Purchaser at least monthly to discuss the status of ongoing and planned Environmental Remediation. In addition, within a reasonable period of time after it has knowledge of the same, the City shall provide SDC with written notice of the completion of the Environmental Remediation for any portion of the Stapleton Site.

### **11.03 EXCLUDED LAND.**

SDC hereby grants to the City an access easement and license to utilize the Excluded Land for concrete and asphalt recycling and storage and uses related to Environmental Remediation and Demolition Work until the earlier date that (i) such property is conveyed to a Purchaser; or (ii) completion of Environmental Remediation and Demolition work at the Stapleton Site. Thereafter SDC shall be entitled to quiet enjoyment, as set forth in Section 3.03, of the Option Property which was the Excluded Land in accordance with the terms hereof. If the Excluded Land is sold to any Purchaser before Environmental Remediation and Demolition Work is complete, SDC will provide substitute land in a location mutually acceptable to SDC and the City.

20. Amendment of Section 12.01. Section 12.01 of the Agreement entitled TRANSFER OF OPEN SPACE shall be amended as follows:

A. The following sentence shall be added as the fourth sentence of Section 12.01(a): In addition to the permitted uses in the immediately prior sentence, personal property owned by individuals to be designated by SDC may be located in the building located on Open Space parcel 7B, and a short-term lease may be granted to an existing tenant as a substitute location for such tenant's prior location in a building scheduled for demolition.

B. Section 12.01(b) shall be amended and restated as follows:

B. Unless otherwise waived by the Manager, as a condition precedent to the transfer of each Open Space parcel (i) the City shall obtain an environmental liability insurance policy covering such Open Space parcel from such carrier and with such coverage limits, - endorsements and deductible as the Manager shall determine, listing the City as an additional insured or with a waiver of subrogation in favor of the City, (ii) SDC shall provide to the City a legal description and a boundary survey for such Open Space parcel and (iii) the City shall determine pursuant to City standards for the Stapleton Site, as determined

by the Manager of Environmental Health, that such Open Space requires no further environmental remediation for its intended use.

21. Amendment of Section 12.02. Section 12.02 of the Agreement entitled RESTRICTIONS COMMON TO ALL OPEN SPACE shall be amended as follows:

A. The last sentence of Section 12.02(b) shall be amended and restated as follows: If SDC sells any Open Space to a Purchaser under this provision, SDC shall pay to the Airport System all of the Stapleton Gross Proceeds with respect to such Open Space, which shall be equal to the gross acreage of such Open Space multiplied by the price per acre paid for such Open Space less the Closing Costs for such sale. Such sale shall be treated as the sale of Developable Acres covered by the Bowes Appraisal.

B. Sections 12.02(c) and (d) shall be amended and restated as follows:

C. The City acknowledges and agrees that from time to time SDC may convey Open Space to third parties subject to the Use Restrictions. SDC shall pay to the Airport System any Stapleton Gross Proceeds that SDC receives for any such conveyance, which shall be equal to the gross acreage of such Open Space multiplied by the price per acre paid for such Open Space less the Closing Costs for such conveyance.

D. SDC covenants not to apply to the Great Outdoors Colorado Trust Fund for any grant to be used to restore, maintain, improve or benefit Open Space unless either (i) SDC has obtained the prior written consent of the Mayor of the City or (ii) the City is a co-applicant for such grant.

C. Section 12.02(f) shall be amended and restated as follows:

F. Except for the insurance premium for the coverage described in Section 12.01(b) above, SDC covenants that it shall not use any funds it receives from (i) the City, the source of which is the Airport System, or (ii) Stapleton Gross Proceeds to operate and maintain Open Space or perform any Environmental Remediation or Demolition Work on the Open Space or to construct Necessary Site Improvements on the Open Space.

22. Amendment of Section 12.03. Section 12.03 of the Agreement entitled MAINTENANCE OF OPEN SPACE shall be amended by replacing the words "will or will cause" with the words "will cause".

23. Amendment of Section 13.01. Section 13.01 of the Agreement entitled GRANT OF OPTION shall be amended and restated as follows:

### 13.01 GRANT OF OPTION

Subject to the terms and conditions of this Agreement, in consideration of SDC's obligations under this Agreement to maintain, manage and dispose of the Stapleton Site and in consideration of future payments to be received by the City upon each exercise of the Option, but without the payment of any additional consideration for the grant of the Option, the City hereby grants to SDC an option (the "Option") to purchase all or, from time to time, any portions of the Stapleton Site, plus all rights, privileges and easements appurtenant to the Land, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the Land to the extent owned by the City, as well as all development rights, air rights and ditch rights of way (collectively or singularly, as the case may be, the "Option Property"), in any acreage amounts, in any location, at any time, provided that the configuration of an Option Property does not result in the remainder of the Leased Premises containing any unmarketable or uneconomical irregular parcels, strips, gores or islands as determined by the Manager, based on the survey required by Section 13.03.

24. Amendment of Section 13.03. Section 13.03 of the Agreement entitled FORM OF NOTICE OF EXERCISE OF OPTION shall be amended and restated as follows:

#### 13.03 FORM OF NOTICE OF EXERCISE OF OPTION

Whenever SDC exercises the Option to a portion of the Option Property, SDC shall do so by a written notice (the "Notice of Exercise") which contains the legal description of such Option Property, including the acreage involved and an ALTA boundary survey of such property certified to SDC and the City.

25. Amendment of Section 13.04. Section 13.04(a) and (b) of the Agreement shall be amended and restated as follows:

##### (a) Satisfaction of Environmental Requirements

The Manager must be reasonably satisfied that (i) the Option Property for which the Option is being exercised has been environmentally remediated or if the City has begun Environmental Remediation on such Option Property at the time of the Notice of Exercise but has not yet completed such remediation, SDC will provide to the City a license for access, acceptable to the Manager, to such Option Property in order to complete the Environmental Remediation; or (ii) in conjunction with SDC's purchase of Option Property that SDC is concurrently selling to a Purchaser, such Purchaser has contractually agreed to assume all environmental liability for such Option Property and has agreed to remediate such Option Property in accordance with the Environmental Remediation Standards and Protocols and to provide an environmental indemnity to the City and SDC satisfactory to the Manager and SDC; or (iii) the Manager has accepted any other proposal of SDC for the Environmental Remediation of such Option Property.

(b) Approval of the City's Manager of Public Works

SDC shall have obtained from the City's Manager of Public Works its certification that the City has retained sufficient temporary or permanent rights of access or easements to the Option Property for which the Option is to be exercised for public health and safety issues and to maintain working public utilities serving adjacent property.

26. Amendment of Section 13.06. Section 13.06 of the Agreement entitled POTENTIAL PURCHASERS INTRODUCED BY THE CITY shall be amended and restated as follows:

**13.06 POTENTIAL PURCHASERS INTRODUCED BY THE CITY**

In the event that there are no effective Purchase Agreements in existence with respect to any relevant portion of the Stapleton Site, SDC shall consider all offers for such portion of the Option Property by potential Purchasers introduced to SDC by the Manager.

27. Amendment of Sections 14 and 15. Sections 14 AND 15 of the Agreement entitled DETERMINATION OF PURCHASE PRICE FOR OPTION PROPERTY TO BE SOLD SIMULTANEOUSLY TO A PURCHASER and DETERMINATION OF PURCHASE PRICE FOR OPTION PROPERTY NOT BEING SOLD SIMULTANEOUSLY TO A PURCHASER shall be amended and restated as follows:

**SECTION 14**

**DETERMINATION OF PURCHASE PRICE FOR OPTION PROPERTY**

**14.01 CALCULATION OF PURCHASE PRICE.**

The Purchase Price to be paid to the Airport System at Closing for any portion of the Option Property shall equal the Land Parcel Purchase Price or the Remaining Structures Parcel Purchase Price, as applicable, minus SDC's share of the Closing Costs for both SDC's purchase of the Option Property from the City and SDC's simultaneous sale of such property to a Purchaser.

**14.02 CALCULATION of LAND PARCEL PURCHASE PRICE AND REMAINING STRUCTURES PARCEL PURCHASE PRICE.**

A. The "Land Parcel Purchase Price" for any Land Parcel shall be at a minimum equal to the product of (i) the fair market value per acre determined by the Bowes Appraisal multiplied by the gross acreage of the Land Parcel in



question, as determined from the survey delivered in accordance with Section 13.03 and (ii) the CPI Increase.

B. The "Remaining Structures Parcel Purchase Price" for any Remaining Structures Parcel shall be at a minimum the product of (i) the sum of the fair market value per acre determined by the Bowes Appraisal multiplied by the gross acreage of the Remaining Structures Parcel, as determined from the survey delivered in accordance with Section 13.03, plus the purchase price attributable to the Building(s) located on the Remaining Structures Parcel as set forth on the Bowes Appraisal and (ii) the CPI Increase.

C. A portion of the Property generally situated adjacent to the location of the demolished Ports of Call building is affected by petroleum hydrocarbon soil and groundwater contamination generated by the operations of Ports of Call (the "POCA Plume"). At the Closing for any parcel of Option Property contaminated by the POCA Plume, the City and SDC shall deposit in an escrow account at the title company, with escrow instructions mutually acceptable to the City, SDC and the Purchaser that is purchasing such Option Property from SDC (i) the Purchase Price for such Option Property and (ii) the deed or deeds for such Option Property. The escrowed amounts shall be used by the escrow agent to pay the contractor(s) actually conducting the Environmental Remediation, which contractor(s) shall be selected, retained and managed by the City. The City and SDC anticipate that the Environmental Remediation will be conducted pursuant to a fixed price contract. Following the completion of such Environmental Remediation, any remaining amounts in escrow shall be released to the City and the deed or deeds shall be released to the Purchaser. In no event shall City be obligated to incur costs for such Environmental Remediation in excess of the Purchase Price for such Option Property.

D. If the Manager waives the requirement of Section 13.04 relating to Environmental Remediation and a Purchaser assumes the City's obligation to perform certain Environmental Remediation and/or Demolition Work, then at Closing, the City and SDC shall deposit in an escrow account at the title company, with escrow instructions mutually acceptable to the City, SDC, and the Purchaser assuming the performance of such Environmental Remediation and/or Demolition Work, a portion of the Purchase Price equal to the then anticipated cost of conducting such Environmental Remediation and any necessary Demolition Work for the portion of the Property being purchased. The escrowed amounts shall be used to pay the contractor(s) actually conducting such Environmental Remediation and/or Demolition Work. The City and SDC anticipate that any such Environmental Remediation or Demolition Work will be conducted pursuant to a fixed price contract.

E. If any Purchase Agreement permits a Purchaser to purchase from SDC any Option Property that contains certain title defects with an offset to the purchase price by an amount necessary to cure such title defects (the "Title Defect Offset"), then a portion of the Land Parcel Purchase Price or Remaining

Structures Parcel Purchase Price, as applicable, equal to the Title Defect Offset shall be deposited in an escrow account at the title company, with escrow instructions mutually acceptable to the City, SDC and such Purchaser. Such escrowed amounts shall be used to pay the cost of curing or removing such title defects. In no event shall the Title Defect Offset cost exceed the Purchase Price for such Option Property.

F. If, as a result of excavations caused by Environmental Remediation and Demolition Work, any portion of the Option Property requires the importation of fill soil to restore the ground to the grade existing prior to the City's excavation, the following procedure shall apply. At Closing for such portion of the Option Property, SDC and the City shall deposit into an escrow account with the Title Company, with accompanying escrow instructions mutually acceptable to the City, SDC and the Purchaser that is purchasing such Option Property from SDC (i) the Purchase Price for such Option Property and (ii) the deed or deeds for such Option Property. The escrowed amount shall be used by the escrow agent to pay the actual costs of purchase and transportation of the necessary fill soil. Following the procurement and delivery of such fill soil, any remaining amounts in escrow shall be released to the City and the deed or deeds shall be released to the Purchaser. In no event shall City be obligated to incur costs for such fill material in excess of the Purchase Price for such Option Property.

G. The aggregate of the Land Parcel Purchase Price and the Remaining Structures Parcel Purchase Price for all of the Option Property shall be Seventy-Nine Million Four Hundred Thousand Dollars (\$79,400,000) (as set forth in the Bowes Appraisal) adjusted by the applicable CPI Increase.

## SECTION 15

### TITLE 32 DISTRICTS

Following the purchase by SDC of 1,000 Developable Acres, the City shall file with the boards of the appropriate Title 32 Districts a petition in writing requesting that the remainder of the Developable Acres be included in the Westerly Creek Metropolitan District or such other special district created pursuant to Title 32 of the Colorado Revised Statutes to provide services and facilities to the Option Property as may be specified by SDC.

28. Amendment of Section 16.01. Section 16.01 of the Agreement entitled CLOSING DATE AND PAYMENT shall be amended by adding the following sentence to the end of such section:

At each closing, SDC shall and it shall also cause the Purchaser purchasing the Option Property from SDC to provide to the City a written waiver of any Environmental Claim which it now has or in the future may have against SDC and/or the City; provided, however, such waiver shall not apply to any

environmental claim affecting or relating to any portion of the Option Property conveyed by SDC to such Purchaser which arises after such Purchaser's acquisition of such portion of the Option Property as a result of any actions by the City on, or at or under such portion of the Option Property after the date of the conveyance in question.

29. Amendment of Section 16.03. Section 16.03 of the Agreement entitled CLOSING COSTS shall be amended by adding the following sentence to the end of such section: All such costs shall be considered within the definition of Closing Costs.

30. Amendment of Section 16.04. Section 16.04 of the Agreement entitled PURCHASE PRICE shall be amended by replacing the words "purchase agreement" with "Purchase Agreement".

31. Amendment of Section 16. Section 16 of the Agreement entitled CLOSING ON OPTION PROPERTY shall be amended by adding a new section 16.05 as follows:

#### **16.05                   DOWN PAYMENT**

Unless otherwise permitted in writing by the Manager, SDC shall require any potential Purchaser that has the right and/or obligation to purchase substantially all of the Option Property from SDC to deliver a down payment as security for the purchase price to be paid by such Purchaser. Such down payment may be in the form of cash or a surety bond. Upon receipt of any down payment, SDC shall pay such down payment or, in the case of a surety bond, deliver such surety bond to the City's Aviation Department. The City shall credit any such down payment against the Purchase Price of the final sale of parcels of available Developable Acres having an aggregate purchase price of at least the amount of any such down payment. If any such down payment becomes refundable to a Purchaser pursuant to a related Purchase Agreement, SDC shall deliver notice to the City's Aviation Department that such down payment is due and payable to such Purchaser. Within seven (7) business days of receiving any such notice, the City's Aviation Department shall pay SDC the amount of such down payment, or, in the case of a surety bond, deliver such surety bond to SDC. SDC shall require that such down payment delivered to the City pursuant to this Section 16.05 will be forfeited to the City as liquidated damages upon default of the potential Purchaser under the related Purchase Agreement.

32. Amendment of Section 19. Section 19 of the Agreement entitled CITY'S CONVEYANCE OF SCHOOL SITE shall be amended by adding the following sentence as the third sentence of such section: Such commitment shall be the total consideration for such conveyance, and no monetary consideration shall be paid to the City by SDC or the Denver Public Schools.

33. Amendment of Section 20.01. Section 20.01 of the Agreement entitled CITY'S CAPITAL FUNDING COMMITMENT shall be amended by replacing the word "Fund" with the word "Funds" in the first sentence of such section.

34. Amendment of Section 21. Section 21 of the Agreement entitled LIMITATIONS ON SDC'S USE OF FUNDS AND REVENUES shall be amended as follows:

A. Section 21.01 of the Agreement entitled LIMITATION ON OVERHEAD EXPENSES OF SDC shall be deleted in its entirety and replaced with the word [RESERVED].

B. Sections 21.05 and 21.06 of the Agreement entitled LIMITATION ON USE OF SUBLEASE RENTS AND MANAGEMENT AGENT FEE and FUNDS FROM SOURCES OTHER THAN THE CITY, respectively, shall be deleted from the Agreement.

35. Amendment of Section 22. Section 22 of the Agreement entitled LIMITATION ON USES OF NET SALE PROCEEDS shall be amended and restated as follows:

## SECTION 22

### LIMITATION ON USES OF STAPLETON GROSS PROCEEDS

#### 22.01 LIMITATION ON OVERHEAD EXPENSES OF SDC.

During the Term of this Agreement, except to the extent that the Manager approves in writing SDC's expenditure of a greater amount, SDC covenants that, from Stapleton Gross Proceeds, it shall not pay or expend on Overhead in any Fiscal Year more than the amounts specified in the table below for such Fiscal Year.

Fiscal Years	Maximum Amount Spent on Overhead in any Fiscal Year
1999 and 2000	\$1,500,000
2001 and 2002	500,000
2003 and 2004	500,000
2005 and 2006	500,000
2007 and 2008	500,000
2009 and 2010	500,000

2011 and 2012	500,000
2013 and 2014	500,000

SDC, with approval of the Manager, may exceed the maximum amount of Overhead expenditures paid from Stapleton Gross Proceeds set forth in the table above in any year provided that the maximum amount in any one year does not exceed \$3 million and that the total amount does not exceed \$10 million for years 1999 through 2014.

**22.02 [RESERVED]**

**22.03 GENERAL LIMITATION**

Subject to the permitted uses in Section 22.04, SDC shall only use Stapleton Gross Proceeds for the following purposes in any Fiscal Year and all Stapleton Gross Proceeds in any Fiscal Year shall be used to pay only for each of the following categories of expenses or capital costs:

- (a) Direct Maintenance of Buildings and Land;
- (b) Overhead;
- (c) Premiums relating to additional insurance required by the Manager in accordance with Section 8.02(A).

Any remaining Stapleton Gross Proceeds shall be paid to the Airport System. Notwithstanding anything to the contrary herein, SDC covenants that it shall not use any funds it receives from the City for which the source is the Airport System or Stapleton Gross Proceeds for the construction of Necessary Site Improvements or in any other way that is inconsistent with federal law.

**22.04 SPECIFIC LIMITATION; PRICE ADJUSTMENT MECHANISM.**

SDC covenants that it will not use any Stapleton Gross Proceeds to purchase or otherwise acquire any real property. The escrow amounts described in Section 14 shall constitute a price adjustment mechanism provided for in the Stipulated Agreement.

36. Amendment of Section 23.01(e). Section 23.01(e) of the Agreement shall be amended and restated as follows:

E. Suffers any lien or attachment to be filed against the Stapleton Site, or the City's property because of any act or omission of SDC, and is not discharged or contested by SDC in good faith by proper legal proceedings within thirty (30)

days after receipt of notice thereof by SDC; provided that system impact or development fees, an urban renewal plan, or any special district taxes, fees or charges with respect to any or all of the Stapleton Site shall not constitute a lien or an encumbrance on the Stapleton Site; or

37. Amendment of Section 24. Section 24 of the Agreement entitled TERMINATION OF THE AGREEMENT shall be amended as follows:

A. Section 24(a) of the Agreement shall be amended and restated as follows:

A. The City shall have the option of terminating this Agreement by providing thirty (30) days prior written notice from the Manager to SDC (i) if the City elects to terminate this Agreement pursuant to Section 23.02 following a default by SDC and the expiration of any cure period or (ii) with respect to the Second, Third and Fourth Measuring Dates, if (x) SDC has not sold to Purchasers at least the number of cumulative Developable Acres required to satisfy the Minimum Purchase Requirements for such Measuring Date, (y) the City has provided SDC with written notice of such failure to satisfy the Minimum Purchase Requirements (a "Failure Notice") within thirty (30) days of such Measuring Date, and (z) SDC has failed to satisfy the Minimum Purchase Requirements within thirty (30) days of receiving a Failure Notice. For purposes of this Agreement, "Minimum Purchase Requirements" shall mean the purchase of

(a) subject to extension as set forth below, not less than 200 Developable Acres on or before December 11, 2000 (the "First Measuring Date"),

(b) subject to extension as set forth below, not less than an additional 800 Developable Acres on or before the fifth anniversary of the Initial Closing Date (the "Second Measuring Date"),

(c) subject to extension as set forth below, not less than an additional 1,000 Developable Acres on or before the fifth anniversary of the expiration of the period set forth in clause (b) above (the "Third Measuring Date"), and

(d) subject to extension as set forth below, not less than an additional 1,000 Developable Acres on or before the fifth anniversary of the expiration of the period set forth in clause (c) above (the "Fourth Measuring Date").

For purposes of this Agreement, "Measuring Date" shall mean each of (i) the First Measuring Date, (ii) the Second Measuring Date, (iii) the Third Measuring Date, and (iv) the Fourth Measuring Date. If the City fails to provide a Failure Notice within thirty (30) days following any of the Second, Third or Fourth Measuring Dates, then the City may provide a Failure Notice only on a date that is within

thirty (30) days of the second anniversary or the fourth anniversary of such Measuring Date if, as of the date of any such Failure Notice, SDC has failed to sell to Purchasers at least the number of cumulative Developable Acres required to satisfy the Minimum Purchase Requirements for such Measuring Date. If (a) SDC delivers a Notice of Exercise relating to any portion of the Option Property for which, according to the Land Development Schedule, the Environmental Remediation and Demolition Work was expected to be completed by July 1 of the year in which the Notice of Exercise is delivered and (b) the Environmental Remediation or Demolition Work is not completed by July 1 of such year, then SDC may extend the term of this Agreement and each of the Minimum Purchase Requirements. Extensions shall be up to a maximum of ten (10) annual extensions of one year each. Annual extensions shall be evidenced in writing in the form attached hereto as Exhibit L, to be executed and delivered by SDC and the Manager as soon as practicable following any applicable July 1. Notwithstanding the conditions set forth above with respect to SDC's ability to elect an annual extension, SDC shall be entitled to elect one of its annual extensions if the Environmental Remediation and Demolition Work on the Initial Property is not completed by December 6, 2000. For purposes of this Section 24(a), the term Land Development Schedule shall include any modified Land Development Schedule unless the Manager delivers a written notice to SDC within 120 days of receiving a written modified Land Development Schedule pursuant to section 11.01(i) specifying that the City is unable to complete the Environmental Remediation and Demolition Work in accordance with such modified Land Development Schedule. SDC's obligations to satisfy the Minimum Purchase Requirements are subject to (1) completion of Environmental Remediation in accordance with the Environmental Remediation Standards and Protocols and the Land Development Schedule, together with the submission of a completion report to the agency having jurisdiction over the cleanup and, at SDC's option, receipt of a NFAD or similar written assurance from the appropriate state agencies and the EPA, (2) completion of Demolition Work and concrete removal in accordance with the Land Development Schedule, and (3) the satisfaction or waiver of any conditions that are required to be satisfied in a Purchase Agreement prior to a Purchaser being required to purchase any Option Property; provided that any such Purchaser is obligated to purchase all of the Option Property on or before the fifteenth anniversary of the First Measuring Date, subject to the provisions for annual extensions as provided above.

B. The second paragraph of Section 24(b) shall be amended and restated as follows:

This Section 24(b) shall be automatically terminated separate from all other provisions in this Agreement upon the FAA releasing all rights of reverter encumbering the Stapleton Site.

38. Amendment of Section 25. Section 25 of the Agreement entitled AUDIT RIGHTS shall be amended by adding the following section:

**25.03 REPORTING REQUIREMENTS**

Throughout the term of this Agreement SDC shall provide to the City Council an annual written report of the operations and developments, including diversity in employment and contracting, development of affordable housing, activities relating to disposition and development of the Stapleton Site and externally audited financial statements of SDC. At the request of the President of the City Council, SDC shall also provide periodic briefings to the City Council or designated committees relating to the foregoing.

39. Amendment of Section 27. Section 27 of the Agreement entitled MISCELLANEOUS PROVISIONS shall be amended as follows:

A. Section 27.01 of the Agreement entitled CITY SHALL NOT SELL THE STAPLETON SITE shall be amended and restated as follows:

**27.01 CITY SHALL NOT SELL THE STAPLETON SITE**

During the term of this Agreement, except as is consistent with this Agreement and any effective Purchase Agreement, the City shall not enter into any contract to sell, convey or otherwise dispose of all or any portion of the Stapleton Site, even though subject to this Agreement.

B. Section 27.10 of the Agreement entitled NOTICES shall be amended and restated as follows:

**27.10 NOTICES**

All notices required to be given to the City or SDC hereunder shall be in writing and sent by certified mail, return receipt requested, or hand delivered to:

CITY: Mayor  
1437 Bannock Street, Room 350  
Denver, Colorado 80202

with a copy to: Manager of Aviation  
Denver International Airport  
8500 Pena Boulevard, 9<sup>th</sup> Floor  
Denver, Colorado 80249-6340  
Attn: Airport Legal Services

and

City Attorney  
1437 Bannock Street, Room 353  
Denver, Colorado 80202



SDC: Stapleton Development Corporation  
Chief Executive Officer  
3090 Syracuse Street  
Denver, Colorado 80207

with copies to: Richard Gonzales, Esq.  
Stapleton Development Corporation  
3090 Syracuse Street  
Denver, Colorado 80207

Eugene L. Hohensee  
Arnold & Porter  
1700 Lincoln Street, Suite 4000  
Denver, Colorado 80203

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices. The effective date of service of any such notice shall be three (3) days after such notice is mailed or on the day of hand delivery during normal business hours.

C. Section 27.17(a) shall be amended and restated as follows:

A. SDC agrees that all construction and improvements made to the Stapleton Site, pursuant to this Agreement, shall be made in accordance and conformed with the Denver Prevailing Wage Ordinance (DRMC § 20-76). SDC further agrees that all other contracts involving operations, maintenance, repairs, installation or modifications or replacement of improvements to the Stapleton Site, pursuant to this Agreement, shall contain a provision which requires SDC, its contractors or subcontractors of any tier: (i) to pay its workers, mechanics and laborers the prevailing wage if established for those positions under DRMC § 20-76 by the City and County of Denver Career Service Authority, and (ii) if requested by the City or the City Auditor to fully comply with the procedural requirements in DRMC § 20-76 by submitting to the City or the City Auditor true and accurate copies of the payroll records of all workers, laborers and mechanics employed.

D. A new Section 27.26 entitled JOINTLY DRAFTED; RULES OF CONSTRUCTION shall be added to the Agreement as set forth below, and previous Sections 27.26 through 27.31 shall become Sections 27.27 through 27.32:

**27.26 JOINTLY DRAFTED; RULES OF CONSTRUCTION**

SDC and the City agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

E. Section 27.32 (formerly Section 27.31 prior to this amendment) shall be amended and restated as follows:

**27.32            AGREEMENT SUBORDINATE TO THE STIPULATED  
                  AGREEMENT RELATING TO DISPOSITION OF  
                  STAPLETON INTERNATIONAL AIRPORT.**

The City and SDC hereby agree that to the extent that any provision of this Agreement is inconsistent with the terms and conditions of the Stipulated Agreement Relating to Disposition of Stapleton International Airport (the "Stipulated Agreement"), the Stipulated Agreement shall supercede and control this Agreement, including, but not limited to, the following provisions of this Agreement: 5.01; 5.02; 5.03; 14.02; 22.01; and 21.03. The City and SDC agree to append the Stipulated Agreement to this Agreement following City Council approval. Without in any way limiting the foregoing, the City and SDC further agree as follows:

A. From the Effective Date of the Stipulated Agreement, all gross revenue received by the City or SDC, or any agent, successor or assign of SDC, from leases, sales or any other uses of the Stapleton property or derived in any way by the City or SDC, or any agent, successor or assign of SDC, from the Stapleton property shall be treated as Stapleton Gross Proceeds as that term is defined in Paragraph 1.4D of the Stipulated Agreement. Stapleton Gross Proceeds shall not include revenues from sales, leases or any other transactions or dispositions of Stapleton property by any party, such as, by way of example only, a master developer, that has purchased or lease Stapleton property from the City or SDC or any successor as assign.

B. All Stapleton Gross Proceeds, upon receipt by the City or SDC, or any agent, successor or assign of SDC, retroactive to the Effective Date of the Stipulated Agreement, shall be turned over to the City for deposit by the City into the Stapleton Gross Proceeds Account in the DIA Capital Fund as set forth in Paragraph 5.1 of the Stipulated Agreement.

C. Following receipt of and subsequent transfer of all Stapleton Gross Proceeds to the Stapleton Gross Proceeds Account in the DIA Capital Fund, neither SDC, nor any agent, successor or assign of SDC, nor the City, shall be entitled to use or spend, in anyway, any Stapleton Gross Proceeds except as provided in Paragraph 4.3 and 5.2 of the Stipulated Agreement.

D. The City and SDC shall use reasonable efforts to maximize Stapleton Gross Proceeds and neither the City nor SDC shall enter into any sale or lease of the Stapleton property which would be inconsistent with that objective or which would reduce the maximum amount of Stapleton Gross Proceeds; provided, however, the sale of Stapleton property by SDC shall not be for less than the appraised fair market value, including any price adjustment per a price adjustment

mechanism, which appraised fair market value and price adjustment mechanism have been approved by the Federal Aviation Administration ("FAA").

E. The City and SDC agree that the Systems Development Fee, as set forth in § 13.07 of this Agreement shall be limited to an impact fee of \$15,000 per acre paid by the purchaser(s) of developable Stapleton property and that said impact fee shall be paid by the purchaser(s) to the City or SDC over and above the appraised fair market value per acre, as adjusted per a price adjustment mechanism, which appraised fair market value and price adjustment mechanism shall be as approved by the FAA. Therefore, said impact fees shall not be considered part of Stapleton Gross Proceeds, as that terms is defined in Paragraph 1.4D of the Stipulated Agreement.

F. The audit rights in § 25.02 of this Agreement are hereby extended to the airlines operating at DIA through their DENAAAC committee. In the event that airlines acting through DENAAAC request an outside audit, the City shall provide such an audit by an entity mutually chosen by the airlines, acting through DENAAAC, and the City with the understanding that the cost shall be charged to the airlines in their rates and charges at DIA.

G. A new section 27.33 shall be added as follows:

**26.33 MINOR CHANGES TO APPENDICES.**

The parties acknowledge that the rights and obligations of each of them as set forth in this Agreement will extend over a period of years. The Appendices hereto are intended to set forth the parties' current understandings and expectations with respect to the intended development of the Stapleton Site and such understandings and expectations may change over time. Therefore the parties reserve the right to make minor adjustments to such Appendices from time to time as may be mutually acceptable without affecting the underlying rights and obligations as set forth herein. The Manager is expressly authorized to make any such adjustments, all of which shall be evidenced in writing.

40. Amendment of Exhibit C. Exhibit C to the Agreement shall be replaced with the exhibit attached to this Second Amendment as Exhibit A.

41. Amendment of Exhibit D. Exhibit D to the Agreement shall be replaced with the exhibit attached to this Second Amendment as Exhibit B.

42. Amendment of Exhibit F. Exhibit F to the Agreement shall be replaced with the exhibit attached to this Second Amendment as Exhibit C.

43. Amendment of Exhibit G. Exhibit G to the Agreement shall be replaced with the exhibit attached to this Second Amendment as Exhibit D.

44. Amendment of Exhibit I-A. Exhibit I-A to the Agreement shall be deleted and replaced with the word [RESERVED].

45. Exhibit L. An additional exhibit in the form attached to this Second Amendment as Exhibit E shall be added to the Agreement as Exhibit L.

46. Full Force And Effect. Except as otherwise modified or amended herein, all terms and conditions of the Agreement shall remain in full force and effect as though set out in full herein.

47. Final Approval. This Second Amendment shall not be effective or binding on the City until approved by the Denver City Council and fully executed by all signatories of the City and County of Denver.

48. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Master Lease and Disposition Agreement the day and year first above written.



ATTEST:

CITY AND COUNTY OF DENVER

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

By *Wally Eckert*  
Mayor

APPROVED AS TO FORM:

RECOMMENDED AND APPROVED:

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

By *J. Wall*  
Assistant City Attorney

By *Bruce Baumgartner*  
Manager of Aviation

REGISTERED AND  
COUNTERSIGNED:

By *[Signature]*  
Auditor

ATTEST:

STAPLETON DEVELOPMENT  
CORPORATION

*Richard Gonzalez*  
Secretary

By *Paul L. Anderson*  
Title *President*

EXHIBIT C

ENVIRONMENTAL REMEDIATION STANDARDS AND PROTOCOLS

The Environmental Remediation shall be conducted to obtain a No Further Action (NFA) Determination Letter(s) for each site from the appropriate regulatory agency, the language of which is attached hereto as Appendix M1 and M2 and which will expressly state that the remediation standard that has been applied to the property is unrestricted residential use, except that the use of groundwater shall be restricted and that no further action is required to assure that the property has been remediated to a standard that is protective of unrestricted residential use and does not pose an unacceptable risk to human health or the environment, provided that groundwater at the property is not used for consumption, household, irrigation or recreational purposes.

All soils and groundwater at the Property shall at least meet the Stapleton Numeric Criteria, attached hereto as Appendix M, Tables 1 through 4, and all applicable Federal, State, and local laws. These criteria have been prepared by the City and are designed to assure that the parcel will be remediated to a standard that is protective of unrestricted residential use and will not pose an unacceptable risk to human health or the environment, provided that use of groundwater at the property will be restricted. The Stapleton Point of Compliance (POC) Monitoring Wells have been determined. The list of the POC well locations and the POC Well Location Map are attached as Appendix M, Table 5 and POC Well Location Map. If additional POC wells are required by a regulatory agency, Appendix M, Table 5 and POC Well Location Map shall be amended accordingly.

Upon each NFA determination, all wells shall be abandoned and the site returned to the original grade.

DRAFT DOCUMENT

Date

Manager of Aviation  
Department of Aviation  
City and County of Denver  
Denver International Airport  
8500 Pena Boulevard  
Denver, Colorado 80249

Re: No Further Action Determination for the Stapleton International  
Airport (SIA) Property

To the Manager of Aviation:

The Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and Environment ("the Division") has reviewed your letter dated \_\_\_\_, requesting a "no further action" determination for the \_\_\_\_\_ project site at Stapleton International Airport (the "property"). According to the information provided, the property will be redeveloped primarily for residential and commercial uses by Forest City and the remediation standard that has been applied to the property is unrestricted residential use, except that use of the groundwater will be restricted. In support of the request, you have furnished a copy of [Closure Report] prepared by \_\_\_\_\_.

NO FURTHER ACTION DETERMINATION

Based on the information provided in the Closure Report, and attainment of the quantitative remedial standards previously approved for remediation at the property on August \_\_\_\_, 1999 and any other requirements that have been imposed by the Division which are attached to the Closure Report, it is the opinion of the Colorado Department of Public Health and Environment that no further action is required to assure that the property has been remediated to a standard that is protective of unrestricted residential use and does not pose an unacceptable risk to human health or the environment, provided that groundwater at the property is not used for consumption, household, irrigation or recreational purposes.

Please be aware, however, that this letter does not relieve the property owner or occupant from liability or the need for further action should problems arise from contamination remaining at the property.

Sincerely,

DRAFT DOCUMENT

Date

Manager of Aviation  
Department of Aviation  
City and County of Denver  
Denver International Airport  
8500 Pena Boulevard  
Denver, Colorado 80249

Re: No Further Action Determination for the Stapleton International  
Airport (SIA) Property

To the Manager of Aviation:

The Oil Inspection Section of the Colorado Department of Labor and Employment ("the Section") has reviewed your letter dated \_\_\_\_, requesting a "no further action" determination for the \_\_\_\_\_ project site at Stapleton International Airport (the "property"). According to the information provided, the property will be redeveloped primarily for residential and commercial uses by Forest City and the remediation standard that has been applied to the property is unrestricted residential use, except that use of the groundwater will be restricted. In support of the request, you have furnished a copy of [Closure Report] prepared by \_\_\_\_\_.

NO FURTHER ACTION DETERMINATION

Based on the information provided in the Closure Report, and attainment of the quantitative remedial standards previously approved for remediation at the property on August \_\_\_\_, 1999 and any other requirements that have been imposed by the Section, it is the opinion of the Colorado Department of Labor and Employment that no further action is required to assure that the property has been remediated to a standard that is protective of unrestricted residential use and does not pose an unacceptable risk to human health or the environment, provided that groundwater at the property is not used for household or irrigation purposes.

Please be aware, however, that this letter does not relieve the property owner or occupant from liability or the need for further action should problems arise from contamination remaining at the property.

Sincerely,



Table IIA

## Stapleton Numeric Criteria for Groundwater

Contaminant Name	CAS Number	Remedial Goal ( $\mu\text{g/L}$ )	
		Groundwater Ingestion (MCLs) <sup>1</sup>	Indoor Air Inhalation <sup>2</sup>
Aldrin	000309-00-2	0.002/0.05 <sup>DL</sup>	
Benzene	000071-43-2	5	15
Benzidine	000092-87-5	0.0002/100 <sup>DL</sup>	
Benzo(a)pyrene	000050-32-8	0.01/10 <sup>DL</sup>	
Bis(2-chloroethyl)ether	000111-44-4	0.03/10 <sup>DL</sup>	
bis(2-ethylhexyl)phthalate	000117-81-7	6/10 <sup>DL</sup>	
Bromodichloromethane	000075-27-4	0.56/1 <sup>DL</sup>	
Bromoform	000075-25-2	4	
Carbon Tetrachloride	000056-23-5	0.3/1 <sup>DL</sup>	
Chlordane (total) (alpha- and gamma-)	000057-74-9	0.03/0.05 <sup>DL</sup>	
Chlorobenzene	000108-90-7	100	
Chloroform	000067-66-3	6	
Cyanide	000057-12-5	200	
Dalapon (Dichloropropanic Acid)	000075-99-0	200	
DDE, 4,4'-	000072-55-9	0.1	
DDT, 4,4'-	000050-29-3	0.1	
Dibromo-3-chloropropane, 1,2-	000096-12-8	0.2/2 <sup>DL</sup>	
Dibromochloromethane	000124-48-1	0.42/1 <sup>DL</sup>	
Dichlorobenzene, 1,2-	000095-50-1	600	
Dichlorobenzene, 1,3-	000541-73-1	620	
Dichlorobenzene, 1,4-	000106-46-7	75	
Dichloroethane, 1,2-	000107-06-2	0.4/1 <sup>DL</sup>	
Dichloroethene, 1,1-	000075-35-4	7	
Dichloroethene, trans-1,2-	000156-60-5	100	
Dichloroethylene, cis-1,2-	000156-59-2	70	
Dichlorophenol, 2,4-	000120-83-2	21	
Dichlorophenoxyacetic Acid, 2,4-	000094-75-7	70	
Dichloropropane, 1,2-	000078-87-5	0.56/1 <sup>DL</sup>	
Dieldrin	000060-57-1	0.002/0.1 <sup>DL</sup>	
Dinitrophenol, 2,4-	000051-28-5	14/50 <sup>DL</sup>	
Dinoseb (DNBP)	000088-85-7	7	
Diphenylhydrazine, 1,2-	000122-66-7	0.05/10 <sup>DL</sup>	
Endrin	000072-20-8	2	
Endrin Aldehyde	007421-36-3	0.2	
Ethylbenzene	000100-41-4	680	18,000
Ethylene Glycol	000107-21-1	73,000 <sup>P</sup>	
Heptachlor	000076-44-8	0.008/0.05 <sup>DL</sup>	
Heptachlor Epoxide	001024-57-3	0.004/0.05 <sup>DL</sup>	

Table IIA

## Stapleton Numeric Criteria for Groundwater

Contaminant Name	CAS Number	Remedial Goal ( $\mu\text{g/L}$ )	
		Groundwater Ingestion (MCLs) <sup>1</sup>	Indoor Air Inhalation <sup>2</sup>
Hexachlorobutadiene	000087-68-3	1/10 <sup>DL</sup>	
Hexachlorocyclohexane, alpha-	000319-84-6	0.006/0.5 <sup>DL</sup>	
Hexachlorocyclohexane, gamma- (Lindane)	000058-89-9	0.2	
Hexachlorocyclopentadiene	000077-47-4	50	
Isophorone	000078-59-1	40	
Methoxychlor	000072-43-5	40	
Methylene chloride (dichloromethane)	000075-09-2	5	
Naphthalene	000091-20-3		30,000
Nitrobenzene	000098-95-3	3.5	
PCBs, total		0.005/1 <sup>DL</sup>	
Pentachlorobenzene	000608-93-5	6/10 <sup>DL</sup>	
Pentachlorophenol	000087-86-5	1/50 <sup>DL</sup>	
Picloram	001918-02-1	500	
Propylene Glycol	000057-55-6	730,000 <sup>P</sup>	
Styrene	000100-42-5	100	
Tetrachlorobenzene, 1,2,4,5-	000095-94-3	2/10 <sup>DL</sup>	
Tetrachloroethene	000127-18-4	5	
Toluene	000108-88-3	1,000	6,900
Toxaphene	008001-35-2	0.03/5 <sup>DL</sup>	
Trichlorobenzene, 1,2,4-	000120-82-1	70	
Trichloroethane, 1,1,1-	000071-55-6	200	
Trichloroethane, 1,1,2-	000079-00-5	3	
Trichloroethylene	000079-01-6	5	
Trichlorophenol, 2,4,6-	000088-06-2	2/10 <sup>DL</sup>	
Trichlorophenoxypropionic acid, 2,4,5-	000093-76-5	50	
Vinyl Chloride	000075-01-4	2	
Xylenes, total	001330-20-7	10,000	14,000

## Notes:

- <sup>1</sup> Values must be achieved at all point of compliance wells.
- <sup>2</sup> Values must be achieved at all locations.
- <sup>DL</sup> Denotes maximum achievable detection limit currently available.
- <sup>P</sup> Denotes standard proposed by CDPHE and OIS.
- Source: Colorado Basic Standards for Groundwater 5CCR1002-41

## EXHIBIT C, TABLE 2

Table IIB

Stapleton Numeric Criteria for Petroleum Contaminated Sites  
Based on OIS Tier I Risk Based Screening Levels (RBSLs)

Contaminant Name	CAS Number	Remedial Goal (mg/kg)
Acenaphthene	000083-32-9	3,700
Anthracene	000120-12-7	18,000
Benzene	000071-43-2	0.26
Benzo(a)-anthracene	000056-55-3	0.61
Benzo(a)-pyrene	000050-32-8	0.061
Benzo(b)-fluoranthene	000205-99-2	0.61
Benzo(k)-fluoranthene	000207-08-9	6.1
Chrysene	000218-01-9	6.1
Dibenzo(a,h)-anthracene	000053-70-3	0.061
Ethylbenzene	000100-41-4	200
Ethylene Glycol	000107-21-1	4,870 <sup>P</sup>
Fluoranthene	000206-44-0	2,500
Fluorene	000086-73-7	2,500
Indeno(1,2,3-CD)-pyrene	000193-39-5	0.61
Naphthalene	000091-20-3	310
Propylene Glycol	000057-55-6	4,870 <sup>P</sup>
Pyrene	000129-00-0	1,800
Toluene	000108-88-3	170
Xylenes, Total	001330-20-7	1,900

Total Petroleum Hydrocarbons (TPH) 250\*  
Notes:

<sup>P</sup> Denotes standard proposed by CDPHE and OIS.

Source: DOLE/OIS Tier I RBSLs (remedial goal represents the lowest concentration of the various pathways)

\*TPH values apply to soils from current grade to 20 feet below current grade.

Table IIC

Stapleton Numeric Criteria for Non-Petroleum Contaminated Soils  
Based on CDPHE Soil Remediation Objectives

Contaminant Name	CAS Number	Remedial Goal (mg/kg)
Aroclor 1016	012674-11-2	2.99
Aroclor 1254	011097-69-1	0.63
Cadmium	007440-43-9	99.5
Carbon Tetrachloride	000056-23-5	0.23
Chromium (VI)	007440-47-3	53.94
Copper	007440-50-8	2570
DDT, 4,4'-	000050-29-3	0.58
Dichloroethene, 1,1-	000075-35-4	0.05
Dichloroethane, 1,1-	000075-34-3	16.5
Dieldrin	000060-57-1	0.01
Lead	007439-92-1	400
Mercury	007439-97-6	17.66
Pentachlorophenol	000087-86-5	0.045
Phenol	000108-95-2	23.675
Tetrachloroethylene	000127-18-4	1.875
Trichloroethane: 1,1,1-	000071-55-6	62.5
Trichloroethylene	000079-01-6	0.675
Vinyl Chloride	000075-01-4	0.02

Source: Tier 2 Table 1 Soil Cleanup Table Value Standards found in the Colorado Department of Public Health and the Environment Soil Remediation Objectives Policy (remedial goal represents the lowest concentration of the various pathways)

Table 4

**Stapleton Numeric Criteria for Non-Petroleum Contaminated Soils  
Based on Risk Based Modelling**

Contaminant Name	CAS Number	Remedial Goal (mg/kg)	
		Soil Standard Protective of Groundwater	Surface Soil Standard
Acetone	000067-64-1		1,000
Aldrin	000309-00-2		0.00793
Arsenic	007440-38-2		8.6*
Barium	007440-39-3		1,560
Benzoic Acid	000065-85-0		139,000
Benzyl Alcohol	000100-51-6		10,400
BHC (Lindane), gamma-	000058-89-9		0.197
bis(2-Ethylhexyl) phthalate	000117-81-7		8.85
Bromobenzene	000108-86-1		1,390
Bromodichloromethane	000075-27-4		7.5
Bromoform	000075-25-2	0.045	?
Bromomethane	000074-83-9		3.1
Butanone, 2-	000078-93-3		1,000
Butyl benzyl phthalate	000085-68-7		6,950
Butylbenzene, n-	000104-51-8		700
Butylbenzene, sec-	000135-98-8		695
Butylbenzene, tert-	000098-06-6		695
Carbon Disulfide	000075-15-0		530
Chlordane (total) (alpha- and gamma-)	000057-74-9		0.731
Chloroaniline, 4-	000106-47-8		140
Chlorobenzene	000108-90-7		35.1
Chloroethane	000075-00-3		1,000
Chloroform	000067-66-3		0.334
Chloronaphthalene, 2-	000091-58-7		5,560
Chlorophenol, 2-	000095-57-8		350
DDD, 4,4'-	000072-54-8		1.25
DDE, 4,4'-	000072-55-9		0.885
Dibenzofuran	000132-64-9		131
Dibromo-3-chloropropane, 1,2-	000096-12-8		0.33
Dibromochloromethane	000124-48-1		5.53
Dibromoethane, 1,2-	000106-93-4		0.00506
Dichlorobenzene, 1,2-	000095-50-1		843
Dichlorobenzene, 1,3-	000541-73-1		2,090
Dichlorobenzidine, 3,3-	000091-94-1		1.03
Dichlorodifluoromethane	000075-71-8		13,900
Dichloroethane, 1,2-	000107-06-2	0.004	
Dichloroethene, trans-1,2-	000156-60-5		76
Dichloroethylene, cis-1,2-	000156-59-2		700
Dichlorophenol, 2,4-	000120-83-2	0.285	
Dichloropropane, 1,2-	000078-87-5		6.84

Table 4

**Stapleton Numeric Criteria for Non-Petroleum Contaminated Soils  
Based on Risk Based Modelling**

Contaminant Name	CAS Number	Remedial Goal (mg/kg)	
		Soil Standard Protective of Groundwater	Surface Soil Standard
Dichloropropene (total), 1,3-	000542-75-6		2.58
Diethyl phthalate	000084-66-2		27,800
Dimethyl phthalate	000131-11-3		348,000
Dimethylphenol, 2,4-	000105-67-9		700
Di-n-butyl phthalate	000084-74-2		3,270
Dinitrophenol, 2,4-	000051-28-5	0.052/0.33 <sup>DL</sup>	
Dinitrophenol, 2,4-	000051-28-5		70
Dinitrotoluene, 2,4-	000121-14-2		0.2
Dinitrotoluene, 2,6-	000606-20-2		0.198
Di-n-octyl phthalate	000117-84-0		379
Endosulfan I	000959-98-8		209
Endosulfan II	033213-65-9		209
Endosulfan Sulfate	001031-07-8		209
Endrin	000072-20-8		10.4
Endrin Aldehyde	007421-36-3		10.4
Fluoride	016984-48-8		4,170
Heptachlor	000076-44-8		299
Heptachlor Epoxide	001024-57-3		0.0148
Hexachlorobenzene	000118-74-1		0.134
Hexachlorobutadiene	000087-68-3		2.86
Hexachlorocyclohexane, alpha-	000319-84-6		0.0406
Hexachlorocyclohexane, gamma- (Lindane)	000319-85-7		0.142
Hexachlorocyclopentadiene	000077-47-4		0.255
Hexachloroethane	000067-72-1		17.9
Isophorone	000078-59-1		142
Isopropylbenzene	000098-82-8		863
Methoxychlor	000072-43-5		174
Methyl-2-Pentanone (Methyl isbutyl ketone)	000108-10-1		279
Methyl-4,6-dinitrophenol, 2-	000534-52-1		3.5
Methylene chloride (dichloromethane)	000075-09-2	0.056	
Methylnaphthalene, 2-	000091-57-6		77.3
Methylphenol, 2-	000095-48-7		1,000
Methylphenol, 4-	000106-44-5		170
Nitrate	014797-55-8		110,000
Nitrite	014797-65-0		6,950
Nitroaniline, 2-	000088-74-4		45,900
Nitrobenzene	000098-95-3	0.029/0.033 <sup>DL</sup>	
Nitrophenol, 4-	000100-02-7		1,000
Nitrosodi-n-propylamine, n-	000621-64-7		0.093

Table 4

**Stapleton Numeric Criteria for Non-Petroleum Contaminated Soils  
Based on Risk Based Modelling**

Contaminant Name	CAS Number	Remedial Goal (mg/kg)	
		Soil Standard Protective of Groundwater	Surface Soil Standard
Phosphorous	007723-14-0		1.39
Propylbenzene, n-	000103-65-1		700
Selenium	007782-49-2		346
Silver	007440-22-4		174
Styrene	000100-42-5	13	
Tetrachloroethane, 1,1,1,2-	000630-20-6		3.46
Tetrachloroethane, 1,1,2,2-	000079-34-5		0.477
Thallium	007440-28-0		5.56
Total Petroleum Hydrocarbons (TPH) <sup>1</sup>	RFW000-07-1	250	
Trichlorobenzene, 1,2,4-	000120-82-1		564
Trichloroethane, 1,1,2-	000079-00-5	0.077	
Trichlorofluoromethane	000075-69-4		223
Trichlorophenol, 2,4,5-	000095-95-4		1,000
Trichlorophenol, 2,4,6-	000088-06-2		12.3
Trichloropropane, 1,2,3-	000096-18-4		77
Trichlorotrifluoroethane (Freon 113)	000076-13-1		2,090,000
Trimethylbenzene, 1,2,4-	000095-63-6		3,480
Trimethylbenzene, 1,3,5-	000108-67-8		63
Zinc	007440-66-6		20,300

**Notes:**

- <sup>1</sup> TPH values apply to soils from current grade to 20 feet below current grade.
- DL Denotes maximum achievable detection limit currently available.
- \* Value derived from Sand Creek Superfund Site.

Additions to Table 4 Analytes

Numeric Criteria for Groundwater (Groundwater Ingestion (MCLs)) (achieved at POCs)

Antimony 6 ug/L  
Arsenic 50  
Barium 2,000  
Beryllium 4  
Cadmium 5  
Chromium, total 100  
Fluoride 4,000  
Lead 50  
Mercury 2  
Nickel 100  
Nitrate 10,000  
Selenium 50  
Silver 50  
Thallium 2

Numeric Criteria for Non-Petroleum Contaminated Soils Based on CDPHE SRO

PCBs, Total .07 mg/kg



TABLE III  
POC WELLS

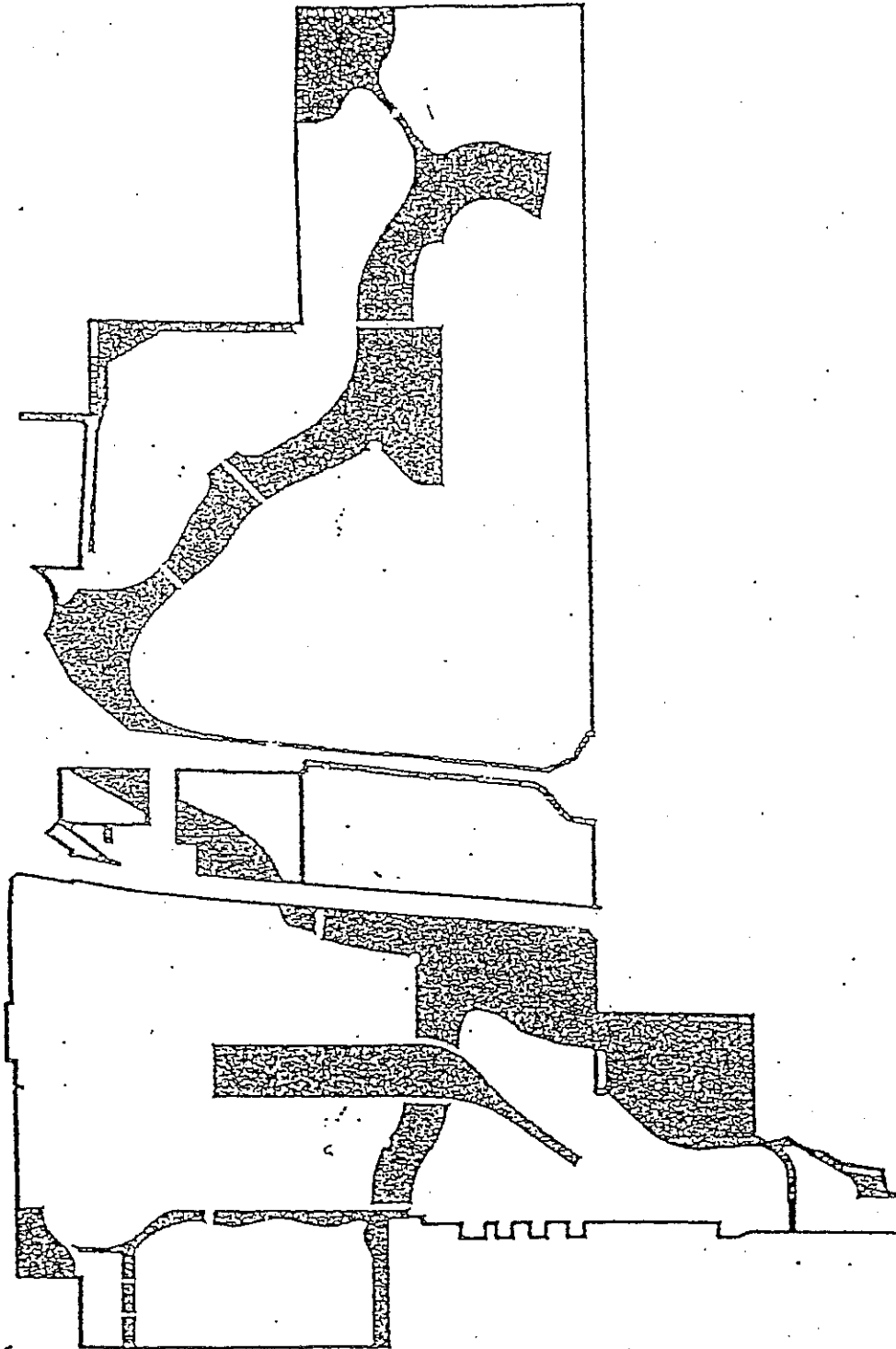
SIA Project Site	Well Designation
B Concourse	CB-MW-23 MW-16:AHD 1 NEW WELL
Bulk Fuel Farm (BFF)	BF-MW-15 R12 S-3 S-4
Consortium Fuel Farm (CFF)	CFF-94-10 CF-MW-07 CF-MW-09 CHMW-8
Concourse D Plume	SC-93-1 D-94-7 GTI-2 MW-16 2 NEW WELLS
Buildings/USTs	
Building 4	MW-13 MW-25 NMW-5 1 NEW WELL
Building 10	D-94-6 MW-ER NMW-6
A Concourse	MW-6:AHD 2 NEW WELLS
Pipelines and Hydrants (deicing area)	D-94-5 D-94-8
Old Fire Training Area	To Be Determined
Avis Rent-A-Car System (Avis)	To Be Determined
Budget Rental Car (Budget)	To Be Determined
Hertz Rental Car (Hertz)	To Be Determined
National Rental Car	To Be Determined
Conoco Pipeline	To Be Determined

EXHIBIT D  
LIST OF REMAINING STRUCTURES



EXHIBIT B TO THIS  
SECOND AMENDMENT

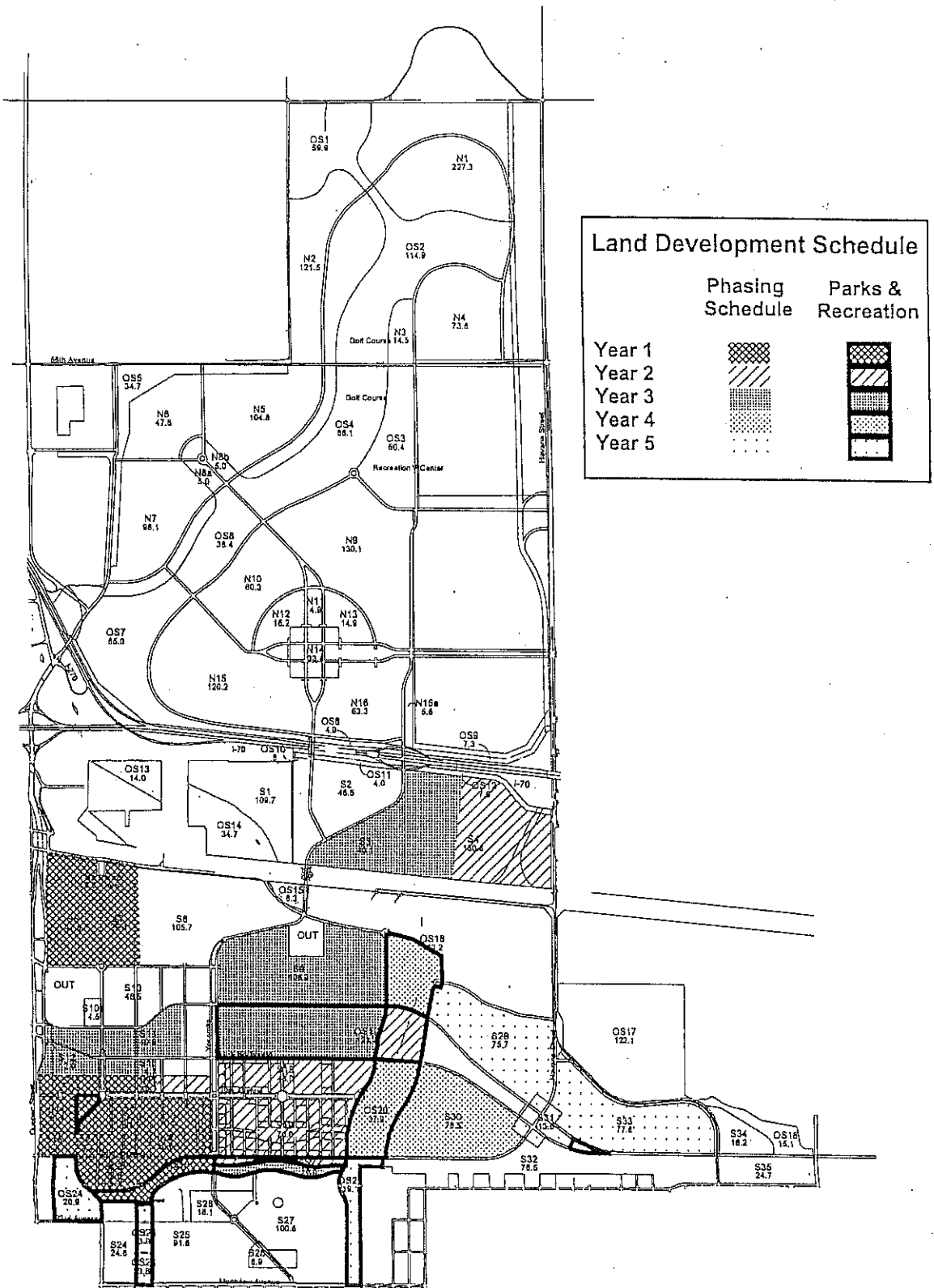
1. Colorado Studios
2. Bladium
3. Police Academy
4. Building #61

DEPICTION OF OPEN SPACE



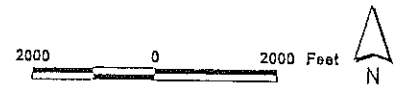
*Stapleton Trunk Open Space Plan*

-  Stapleton Property Boundary
-  Trunk Open Space

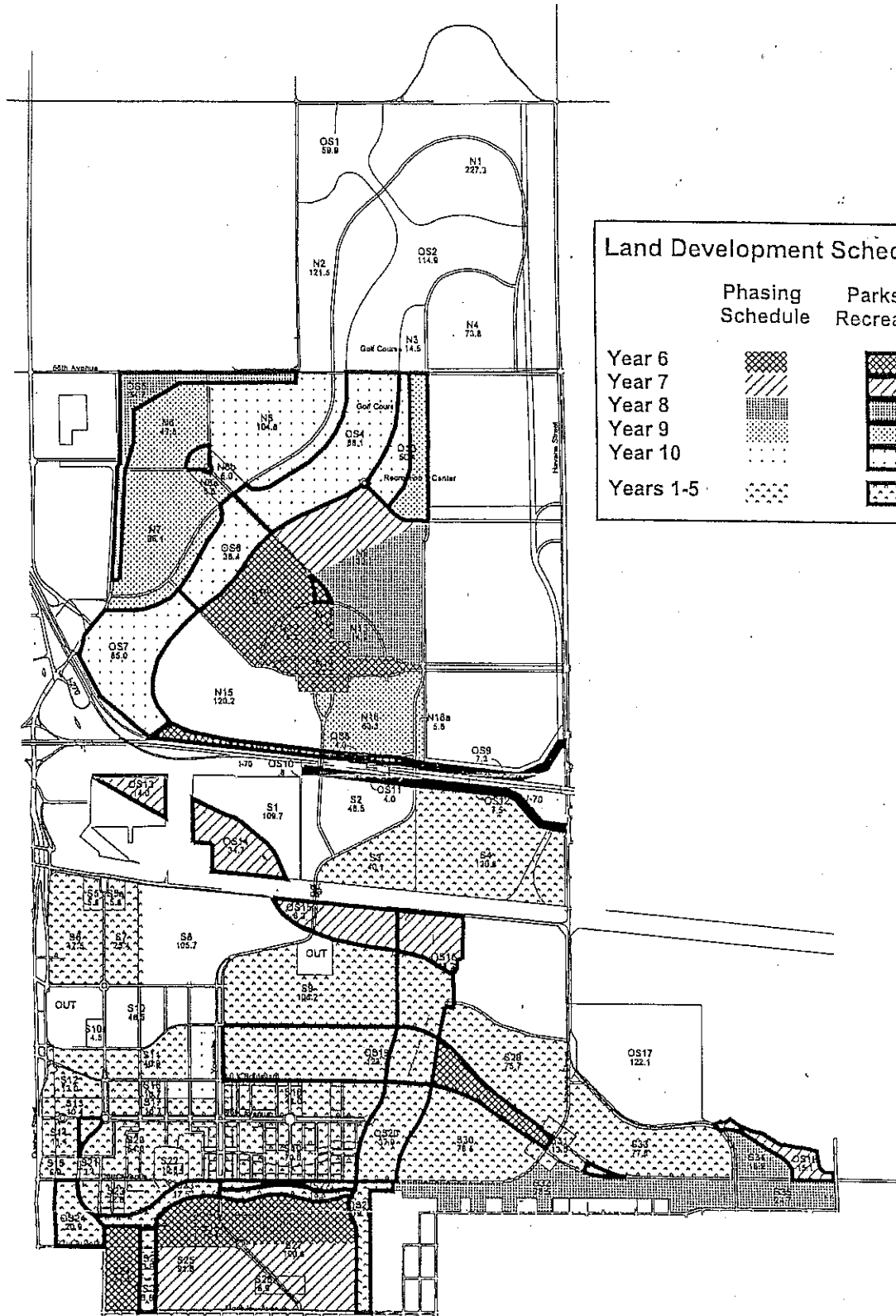


**Land Development Schedule**

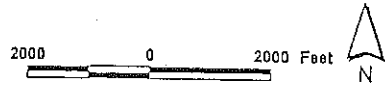
	Phasing Schedule	Parks & Recreation
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		



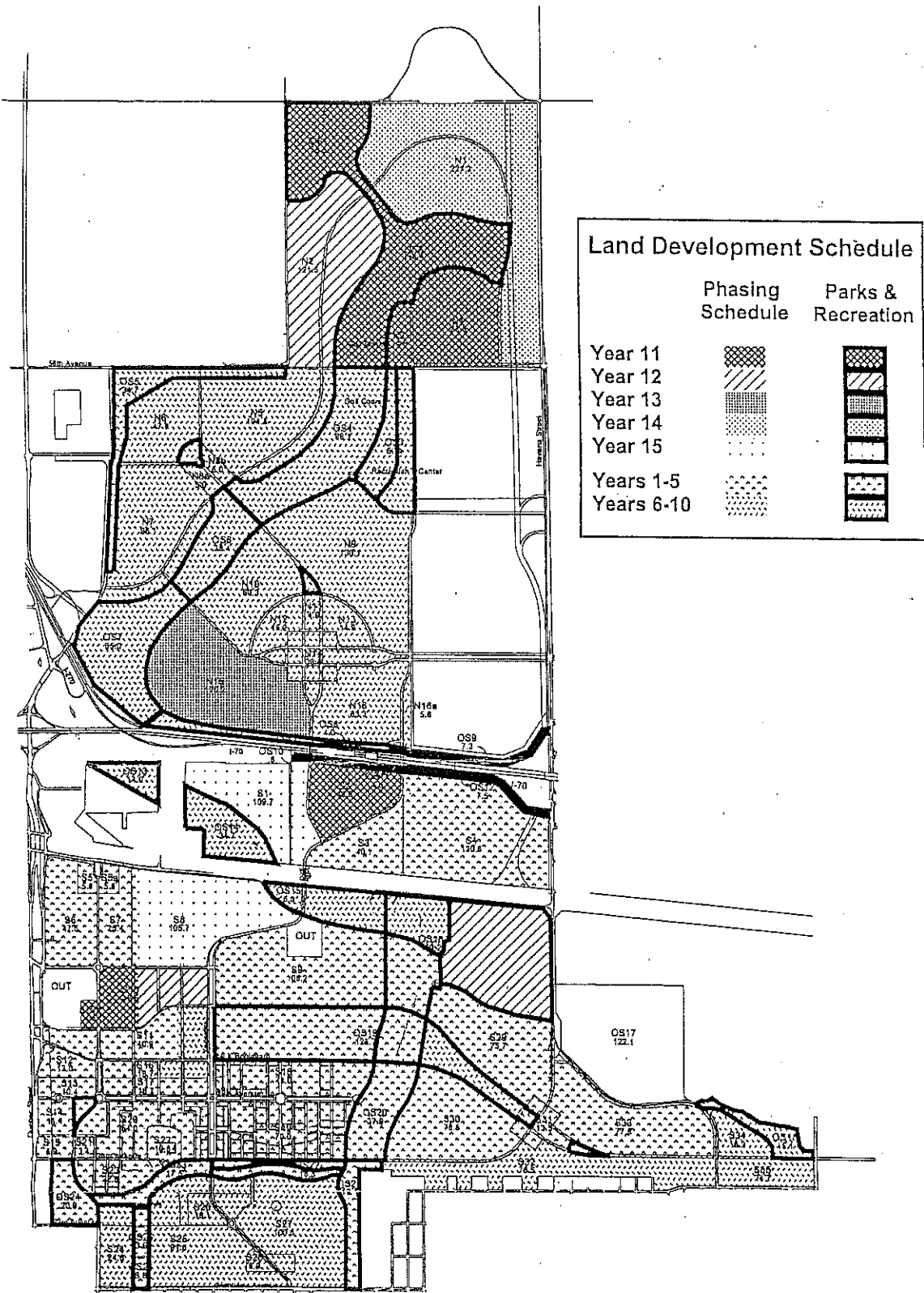
**Land Development Schedule Years 1-5**



Land Development Schedule		
Phasing Schedule	Parks & Recreation	
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Years 1-5		



Land Development Schedule Years 6-10



**Land Development Schedule Years 11-15**

EXHIBIT E TO THIS  
SECOND AMENDMENT

EXHIBIT L

FORM OF EXTENSION

THIS EXTENSION (this "Extension"), dated as of the [ ] day of July, 20[ ] is by and between the STAPLETON DEVELOPMENT CORPORATION ("SDC"), a Colorado nonprofit corporation, and CITY AND COUNTY OF DENVER for and on behalf of the Department of Aviation ("City").

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Master Lease and Disposition Agreement, as defined below.

RECITALS

A. The City and SDC entered into an agreement entitled Master Lease and Disposition Agreement dated July 21, 1998, as amended by the First Amendment to the Master Lease and Disposition Agreement approved by City Council on December 20, 1999, and as further amended by the Second Amendment to the Master Lease and Disposition Agreement approved by City Council on [ , 2000] (the "Master Lease and Disposition Agreement"), concerning the disposition of the Stapleton Site.

B. Pursuant to Section 24(a) of the Master Lease and Disposition Agreement, City and SDC have agreed to extend the Minimum Purchase Requirements and the term of the Master Lease and Disposition Agreement.

NOW, THEREFORE, SDC and City do hereby agree as follows:

1. Pursuant to Section 24(a) of the Master Lease and Disposition Agreement, SDC and City hereby agree to extend each of the Minimum Purchase Requirements and the term of the Purchase Agreement by one (1) year to \_\_\_\_\_ 20[ ]. This extension shall constitute one of a maximum of ten (10) annual extensions allowed under the Master Lease and Disposition Agreement. Subject to the terms and conditions of the Master Lease and Disposition Agreement, SDC has a maximum of [ ] annual extensions written.

STAPLETON DEVELOPMENT CORPORATION,  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DEPARTMENT OF AVIATION

By: \_\_\_\_\_  
Manager of Aviation