

FIRST AMENDMENT TO THE AIRPORT USE AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE AIRPORT USE AND LEASE AGREEMENT (“**First Amendment**”) is made and entered into as of the date state on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, on behalf of its Department of Aviation (the “**City**”); and **SOUTHWEST AIRLINES CO.**, a corporation organized and existing under and by virtue of the laws of the State of Texas, and authorized to do business in the State of Colorado (“**Airline**”).

WITNESSETH

WHEREAS, the City owns and operates Denver International Airport (“**DEN**” or the “**Airport**”); and

WHEREAS, the parties hereto entered into a certain Use and Lease Agreement, City Contract No. 202053303, executed on March 20, 2020, (the “**Existing Agreement**” which shall hereafter include this First Amendment); and

WHEREAS, the Parties wish to amend the Existing Agreement to (i) adjust the Demised Premises leased to Airline; (ii) allow Airline to construct certain baggage system equipment on the C-Concourse; (iii) allow Airport to lease and operate certain property and equipment related to aircraft de-icing; and (v) make other changes as set forth herein.

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

1. All capitalized terms used in this First Amendment but not defined shall have the meaning given to them in the Existing Agreement.
2. “Exhibit C” in the Existing Agreement is hereby deleted in its entirety and replaced with the new “Exhibit C” attached hereto.
3. “Exhibit D” in the Existing Agreement is hereby deleted in its entirety and replaced with the new “Exhibit D” attached hereto.
4. Section 3.06 in the Existing Agreement shall be deleted in its entirety and replaced with the following:

“3.06 INTENTIONALLY DELETED.”

5. The following is added to the Existing Agreement as Sections 3.08 through 3.15:

“3.08 CONCOURSE C BAGGAGE SYSTEM LEASE AREA.

Commencing on the Effective Date of this First Amendment and continuing for the Term of the Existing Agreement, the City leases to the Airline the space depicted on Exhibit D-1 (the “**Concourse C Baggage System Lease Area**”), which Concourse C Baggage System Lease Area

will be used for the operation and maintenance of the Concourse C Baggage System. The **“Concourse C Baggage System”** shall be defined as the cross-belt baggage sortation system for Concourse C, as set forth in any plans for the Baggage System Work submitted to and approved by the City. The Parties hereby acknowledge and agree that Part XI of the Existing Agreement shall not apply to the Concourse C Baggage System. The operations and maintenance of the Concourse C Baggage System shall be governed solely by Sections 3.08 through 3.14 of the Existing Agreement. Airline’s use of the Concourse C Baggage System will be on an exclusive use basis until such time as the City may purchase the Concourse C Baggage System pursuant to Section 3.13 below, at which time the City may decide to allow other airlines to use the Concourse C Baggage System.

3.09 CONSTRUCTION OF THE CONCOURSE C BAGGAGE SYSTEM.

(A) Except as set forth below in Section 3.14, Airline shall construct the Concourse C Baggage System at its sole cost and expense (the **“Baggage System Work”**). The Concourse C Baggage System shall be constructed in compliance with the Existing Agreement, including without limitation Section 4.02 of the Existing Agreement, and all other applicable Airport requirements.

(B) The Parties agree to fully cooperate and coordinate fully with each other in the performance of the Baggage System Work. Airline will coordinate its work with the City to ensure that there are no conflicts between Airline’s construction of the Concourse C Baggage System and any other construction projects or work by the City or other tenants. To ensure that the Tenant Improvements are designed and constructed to meet City requirements, Airline shall follow all procedures and requirements set forth in the DEN Design Standards Manual and the City Standard Specifications for Construction General Contract Conditions.

(C) All plans and designs for the Concourse C Baggage System shall comply in all respects with the DEN Design Principles and the DEN Design Standards, which can be found at <https://www.flydenver.com/business-and-community/tenant-information/#designstandards>. The 30%, 60%, 90% and “issued for construction” plans for the Concourse C Baggage System must be submitted to and approved by the City before any construction or installation commences.

(D) The following provisions shall apply during and with respect to the Airline’s construction of the Concourse C Baggage System:

(1) For the term of the Existing Agreement, Airline shall maintain detailed records, including all of its contractor and subcontractor invoices, of all costs incurred by Airline in performing the Baggage System Work, as necessary to determine the Baggage System Purchase Price, as defined below.

(2) Airline or its contractor shall comply with the following MWBE and EDI Plan requirements for the Baggage System Work:

(i) This First Amendment is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (**“D.R.M.C.”**), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the **“MWBE**

Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The Airline’s Goal Commitment for MWBE participation for this First Amendment is 4% as stipulated in the Division of Small Business Opportunity’s (“**DSBO**”) MWBE Commitment Form submitted by the Airline.

- (ii) In accordance with § 28-68, D.R.M.C., the Airline will maintain for the duration of Baggage System Work, at a minimum, compliance with the MWBE participation upon which this BHS Permit was awarded, unless the Airline initiates a material modification to the scope of work affecting MWBEs performing on the Baggage System Work through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Airline acknowledges that:
 - 1. If directed by DSBO, the Airline will develop and comply with a Utilization Plan in accordance with § 28-62(b), D.R.M.C. Along with the Utilization Plan requirements, the Airline must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
 - 2. If change orders or any other contract modifications are issued under for the Baggage System Work, the Airline shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.
 - 3. If Airline’s performance of the Baggage System Work includes any change orders or other amendments or modifications that include an increase in the scope of the Baggage System Work (a “**Scope Change**”), which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.
 - 4. A Scope Change that involves a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Airline shall satisfy the goal with respect to such Scope Change by soliciting new MWBEs in accordance with § 28-70, D.R.M.C.

5. The Airline must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Airline shall supply to DSBO all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
6. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Airline is required to ensure that its Contractor complies with § 28-72, D.R.M.C. regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
7. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.
8. Failure to comply with these provisions may subject the Airline to sanctions set forth in § 28-76 of the MWBE Ordinance.
9. Should any questions arise regarding specific circumstances, the Airline should consult the MWBE Ordinance or may contact the Baggage System Work's designated DSBO representative at (720) 913-1999.

(3) The Airline shall comply with the following prevailing wage requirements as may be applicable to the construction project:

- (i) Airline shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Airline shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.
- (ii) Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the date the First Amendment was fully executed. Unless expressly provided for in this Agreement, Airline will receive no additional compensation for increases in prevailing wages or fringe benefits.
- (iii) Airline or its contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract. As used

herein, the “**Auditor**” is the City official whose office and duties are established in Article V of the City and County of Denver Charter

- (iv) Airline shall request that its contractors provide the Auditor with electronically-certified payroll records for all covered workers employed under the applicable contract.
- (v) Airline shall require that its contractors prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.
- (vi) If Airline or its contractor fails to pay workers as required by the Prevailing Wage Ordinance, the Auditor may enforce the Prevailing Wage Ordinance in a manner provided by law, including the Prevailing Wage Ordinance. The City also may, by written notice, suspend or terminate Baggage System Work if Airline fails to pay required wages and fringe rates.

3.10 CONCOURSE C BAGGAGE SYSTEM LEASE RATE.

(A) The rental rate of the Concourse C Baggage System Lease Area shall be as follows:

- (1) 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 “**Final Rates and Charges Report**”)) for the portions of Concourse C Baggage System Lease Area where equipment is installed at ten (10) feet or higher from the ground, as depicted in Concourse C 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 C Baggage System Lease Area where equipment is installed lower than ten (10) feet from the ground, as depicted in the Concourse C Baggage System Lease Area, or that otherwise renders the area below the Concourse C 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 C 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 C Baggage System Lease Area will become due on the first day of the month following the date of completion of construction of the Concourse C 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.

3.11 USE OF THE CONCOURSE C BAGGAGE SYSTEM LEASE AREA.

The Airline shall have the exclusive use of the Concourse C Baggage System 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. Airline’s right to exclusive use of the Concourse C Baggage System shall terminate if the City purchases the Concourse C Baggage System.

3.12 CONCOURSE C BAGGAGE SYSTEM OPERATION AND MAINTENANCE.

(A) Unless and until the City purchases the Concourse C Baggage System pursuant to Section 3.13 below, the Airline has the sole obligation for ownership, maintenance, repair, replacement and operation of the Concourse C Baggage System.

(B) The Airline agrees to maintain the Concourse C 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.

3.13 CONCOURSE C BAGGAGE SYSTEM OWNERSHIP.

(A) The Airline will own and operate and have exclusive use of the Concourse C Baggage System, unless the City purchases the Concourse C Baggage System, as set forth herein. 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; provided, however, that if the City exercises the purchase option as set forth in this Section 3.13, the parties must nevertheless mutually agree to the sale of the Concourse C Baggage System to the City. The purchase price (the “**Baggage System Purchase Price**”) paid by the City to Airline for City’s purchase of the Concourse C Baggage System shall be the Unamortized Cost of the Concourse C Baggage System, as defined below. For amortization purposes, the Parties agree that the “**Useful Life**” of the Concourse C Baggage System shall be twenty (20) years. The cost of the Concourse C baggage System is estimated to be \$55,000,000.00, but the actual cost may differ. The “**Unamortized Cost of the Baggage System**” shall be the remaining unamortized cost of the Concourse C Baggage

System and any point in time based on a twenty (20) year straight-line depreciation. 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 "**Purchase Option Notice**") to the Airline specifying the proposed date for City's acquisition of the Concourse C Baggage System.

(C) Upon receipt of the Purchase Option Notice, and if Airline agrees to City's purchase of the Concourse C Baggage System, the parties shall negotiate in good faith other terms of the City's purchase of the Concourse C Baggage System not contemplated herein, including method of payment to Airline.

(D) On and after the sale of the Concourse C Baggage System to the City, Airline shall nevertheless have the continued right to use and lease the Concourse C Baggage System for the term of the Existing Agreement, and any extension thereof. If the City purchases the Concourse C Baggage System, Airline shall pay for the use and lease of the Concourse C Baggage System in the form of an incremental lease cost (amortized over the useful life of the Concourse C Baggage System) reflecting the Baggage System Purchase Price.

(E) Notwithstanding the City's purchase option, at the expiration or early termination of the Existing Agreement, ownership of the Concourse C Baggage System shall automatically become, at no cost to the City, the sole property of the City. However, if the Term of the Existing Agreement expires before the end of the Concourse C Baggage System's Useful Life, and the City does not offer to enter into a new use and lease agreement with the airline to operate at DEN, then the City shall be required to pay Airline the Unamortized Cost of the Baggage System.

(F) If the City purchases the Concourse C Baggage System, then following the purchase, the Airline will, so long as Airline continues to lease the Concourse C Baggage System, be solely responsible for the operation and maintenance of the Concourse C Baggage System; provided that if there are any capital equipment improvements or replacements needed that exceed \$2,500, then (i) Airline shall obtain the City's prior written approval of such improvements or replacements, and (ii) the City will reimburse Airline for those approved costs through a rent credit

3.14 PROJECT INDEMNITY AND INSURANCE.

(A) As used in this Section 3.14, Work shall mean the Baggage System Work.

(B) With respect to the Work, Airline hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees, contractors and sub-contractors for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property to the extent arising out of, resulting from, or related to the Work by Airline, Contractor or their agents, representatives, subcontractors, or suppliers ("**Work Claims**"). This indemnity shall be interpreted in the broadest possible manner to indemnify the City. Airline agrees this agreement expressly applies to warranties to materials, equipment, workmanship or other items held by the City that are impacted or reduced in coverage or value by Airline's conduct of its Work.

(C) Airline's duty to defend and indemnify City shall arise at the time written notice of the Work Claim is first provided to City regardless of whether suit has been filed and even if Airline is not named as a Defendant.

(D) Airline will defend any and all Work Claims which may be brought or threatened against City and will pay on behalf of City any and all expenses incurred by reason of such Work Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Work Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(E) Airline shall, and shall require its contractors and subcontractors to, waive and release any and all claims they may have at any time against the City related to the Work. This provision in no way limits or waives the City's immunities and protections under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

(F) Airline or Contractor shall provide a Payment and Performance Bond for the Work in the form set forth in Exhibit I.

(G) Airline or its Contractor shall obtain and maintain, during the Baggage System Work, the insurance requirements set forth in Exhibit J.

3.15 SNOW TRAILER AND SNOW TRAILER PARKING.

Commencing on the Effective Date of this First Amendment and continuing for the Term of the Existing Agreement, the City leases to the Airline the space depicted on Exhibit K (the "**Snow Trailer Parking Area**"). Airline may use the Snow Trailer Parking Area as the location of an office trailer and the storage/parking of Airlines' de-icing equipment. No vehicle fueling or maintenance, and no discharge of de-icing fluids, may be undertaken at the Snow Trailer Parking Area. Airline will pay the City for its use of the Snow Trailer Parking Area based upon the City's rates and charges, as established in Part 120.01-9 of the DEN Rules and Regulations."

6. The following is added to the Existing Agreement as Section 4.09:

"4.09 J-PAD DEICING EQUIPMENT.

Airline was given access to make certain improvements to deicing infrastructure located within the "J-Pad" deicing area. The infrastructure improvements (the "**Deicing Improvements**") and the costs for such improvements are set forth in Exhibit L. Airline shall be solely responsible for costs of the Deicing Improvements. However, City shall have an option to purchase the Deicing Improvements for a not-to-exceed cost of \$2.5 million dollars. If the City agrees to purchase the Deicing Improvements, City shall send Airline a "**Deicing Purchase Option Notice**" setting forth the City's intent to purchase the Deicing Improvements. Within 30 days of Airline's receipt of the Deicing Purchase Option Notice, Airline shall provide the City with all invoices and back-up documentation showing the cost incurred with respect to the Deicing Improvements. Within 30 days of the City's receipt of the Airline's invoices, the City will notify Airline of the City's decision to proceed with the City's purchase of the Deicing Infrastructure. If the City

decides to issue the Deicing Purchase Option Notice for the Deicing Improvements and agrees with all the invoices and supporting documents provided by Airline, the City will do so by providing a check or rent credit to Airline.”

7. The following is added to the Existing Agreement as Part XI:

“PART XI - BAGGAGE SYSTEM

11.01 BAGGAGE SYSTEM LICENSE AND RIGHT OF USE.

The City hereby agrees to make available for Airline’s use the “**Baggage System Facilities**,” which is defined as those facilities illustrated on the attached Exhibit B, 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.

11.02 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.

11.03 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.

11.04 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.

11.05 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.

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

The fees and charges for the Baggage System Operation and Maintenance 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.

11.07 NON-CONTRACTING USERS.

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

11.08 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.

11.09 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 H 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.

11.10 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 H 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.

11.11 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.

11.12 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.

11.13 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.

11.14 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

(B) 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.”

8. The following is added to the Existing Agreement as Part XII:

“PART XII - AFFILIATES

12.01 DESIGNATION OF AFFILIATES.

(A) 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 as defined in this Agreement, (ii) confirming that each such other passenger carrier is flying in or out of the Airport solely for the benefit of Airline, (iii) submitting to City the designation form attached to this Agreement as Exhibit M-1, which includes a copy of the Affiliate’s executed Affiliate Operating Agreement.

(B) 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 M-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 M-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 M-2.

(C) If Airline designates one or more other passenger carriers as its Affiliate, Airline shall be responsible for the actions and obligations of each of its Affiliates, 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 Affiliate.

(D) 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.”

9. “Exhibit F” found in the Existing Agreement shall be deleted in its entirety and replaced with the new “Exhibit F” attached hereto.
10. Except as modified by this First Amendment, all of the terms and conditions of the Existing Agreement shall remain in full force and effect.
11. The “**Effective Date**” for this First Amendment shall be the date reflected on the City’s signature page.
12. This First Amendment to the Existing Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES TO FOLLOW]

Exhibit B

Exhibit C



9/13/2024 2:11 PM



REVISED

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

P:\Airside\Exhibits\Lease Exhibits\Concourse C\Concourse C Lease Lines SEP 2024 SW Exhibit.dwg

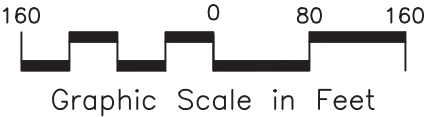
Exhibit C
Southwest Airlines Gate Location

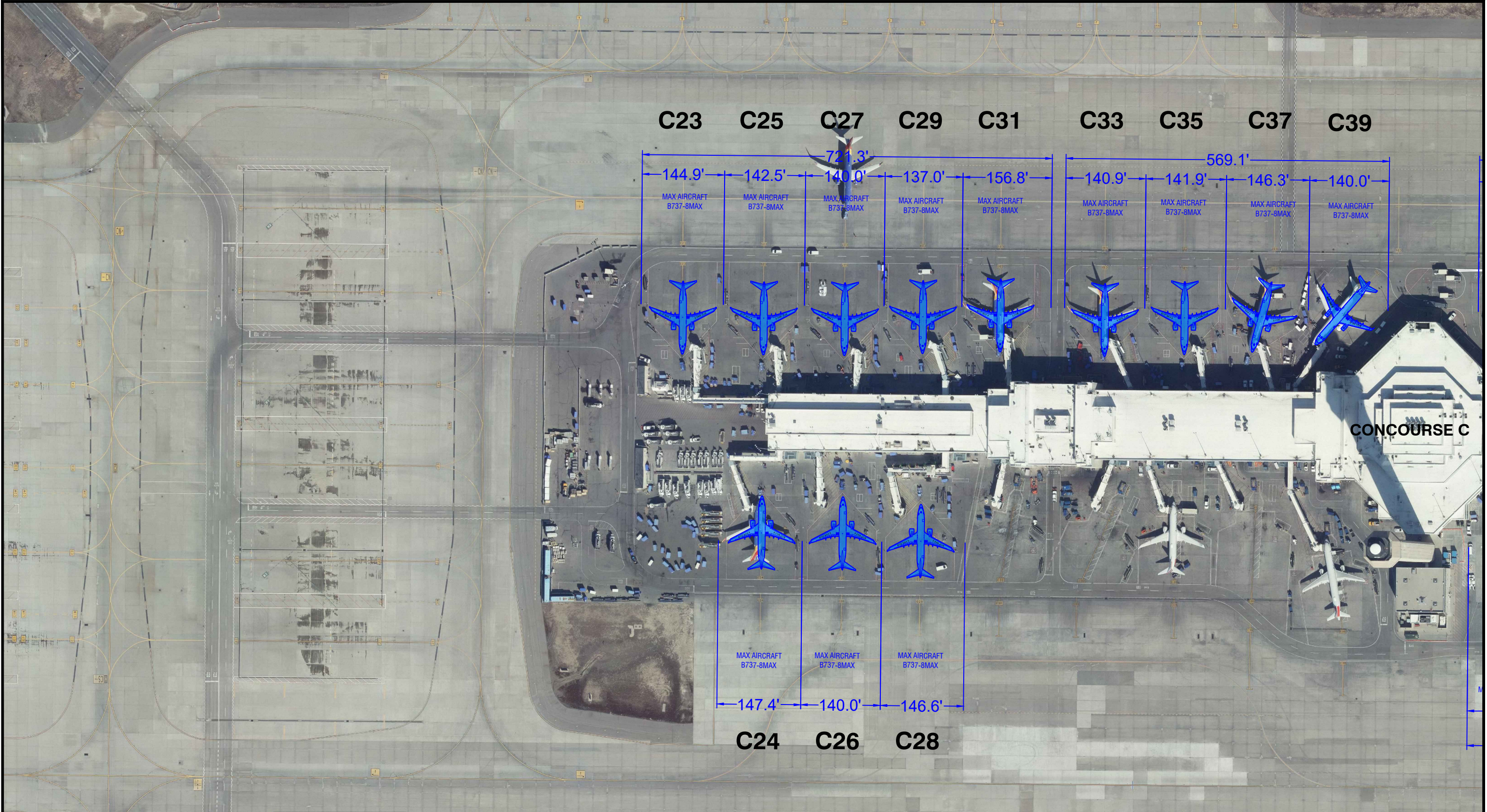
CC#: Date: 9/13/2024

Rohini S.

Digitally signed by
Rohini Saksena
Date: 2025.03.27
21:15:01-06'00'

DEN Property Management





7/25/2025 9:25 AM

REVISED

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

P:\4.0 Concourse-Ramps\4.6 C Concourse\4.4.X Lease Exhibits\Southwest Lease Lines (40 gates).dwg

Exhibit C

Southwest Airlines Gate Location

CC#:

Date: 7/25/2025

DEN Property Management

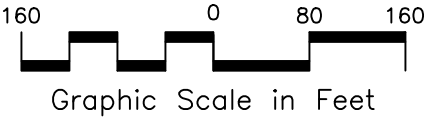
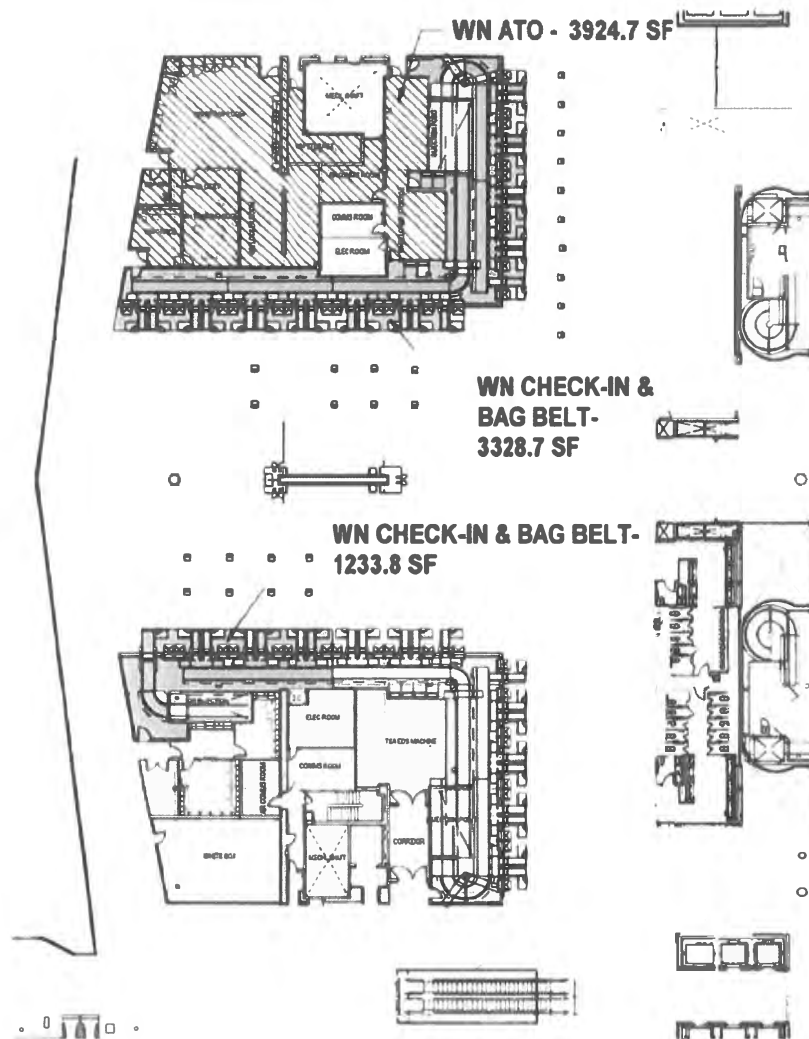


Exhibit D



finished

Rohini S.

Digitally signed by
Rohini Saksena
Date: 2025.03.27
21:14:40-06'00'

DBN Planning and Design

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

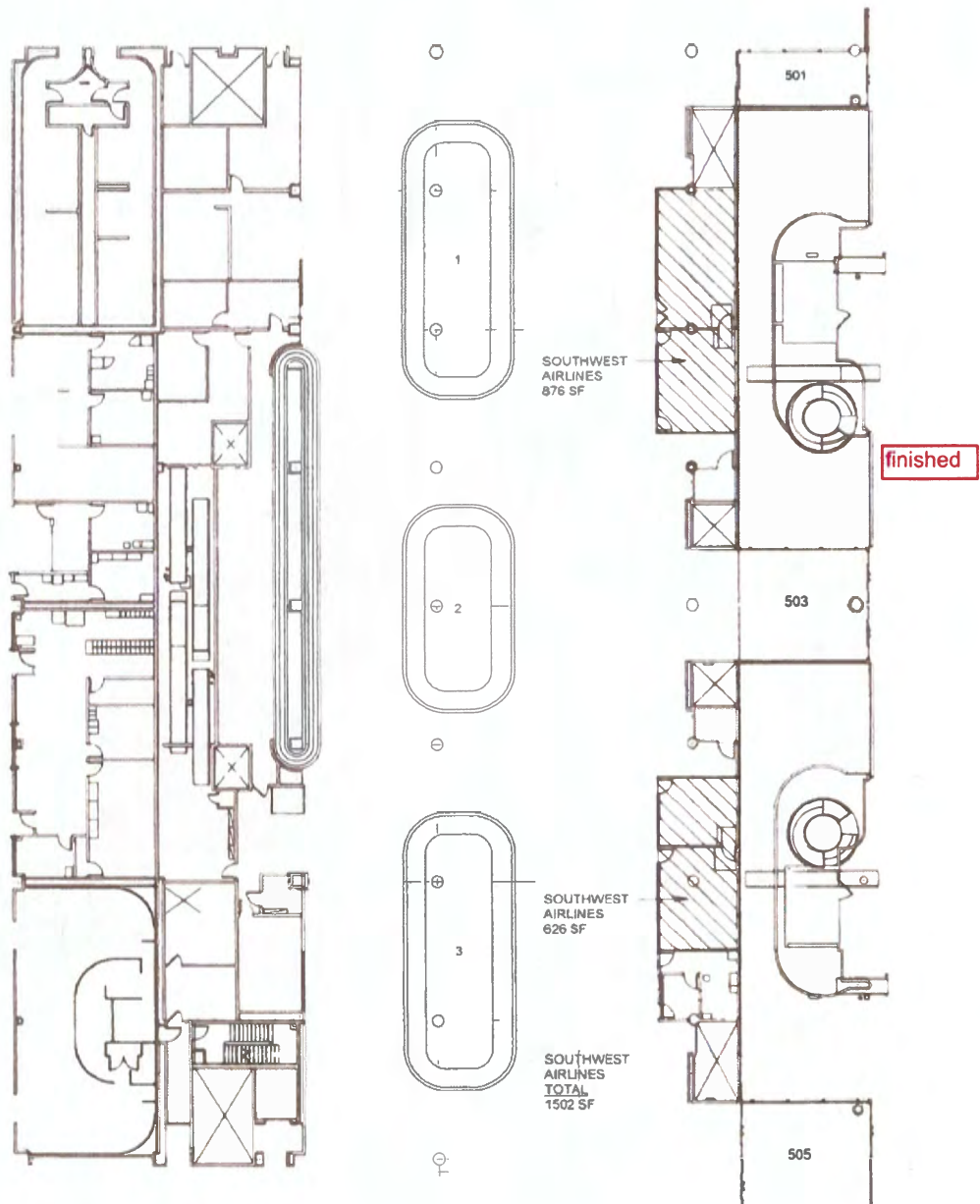
TERMINAL KEY PLAN



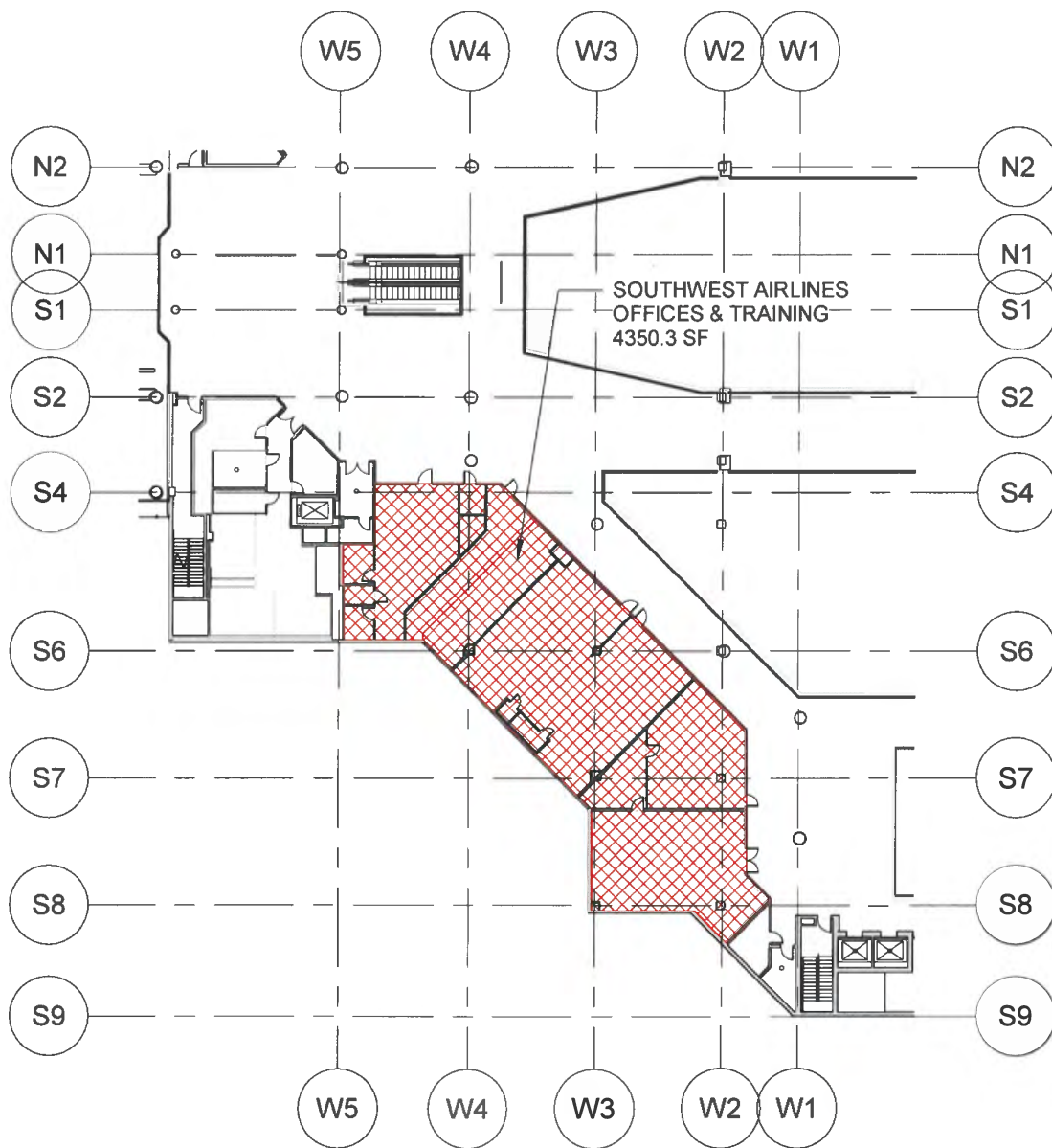
DENVER INTERNATIONAL AIRPORT

EXHIBIT
TML L6 WN LEASE
LXD L6M2E - 101

ID
S16-1-6-E4-N15-1
DATE: 08/29/21
Scale: 1"=32'-0"



			DENVER INTERNATIONAL AIRPORT	
NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LESSEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY, IT IS THE RESPONSIBILITY OF THE LESSEE AND DESIGNERS OF RECORD TO FOLLOW ALL APPLICABLE BUILDING CODES AND REQUIREMENTS.			EXHIBIT TML L5 SOUTHWEST AIRLINES LEASE	ID R 16-1-5-E7-N23
LXD L5M1E - 107	DATE: 04/18/2022 Scale: 3/64" = 1'-0"			



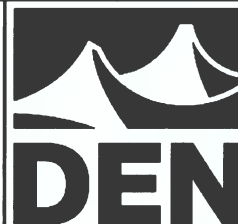
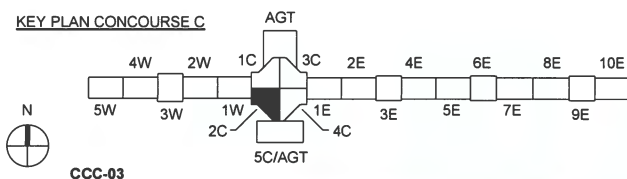
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Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
21:13:53-06'00'

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

DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

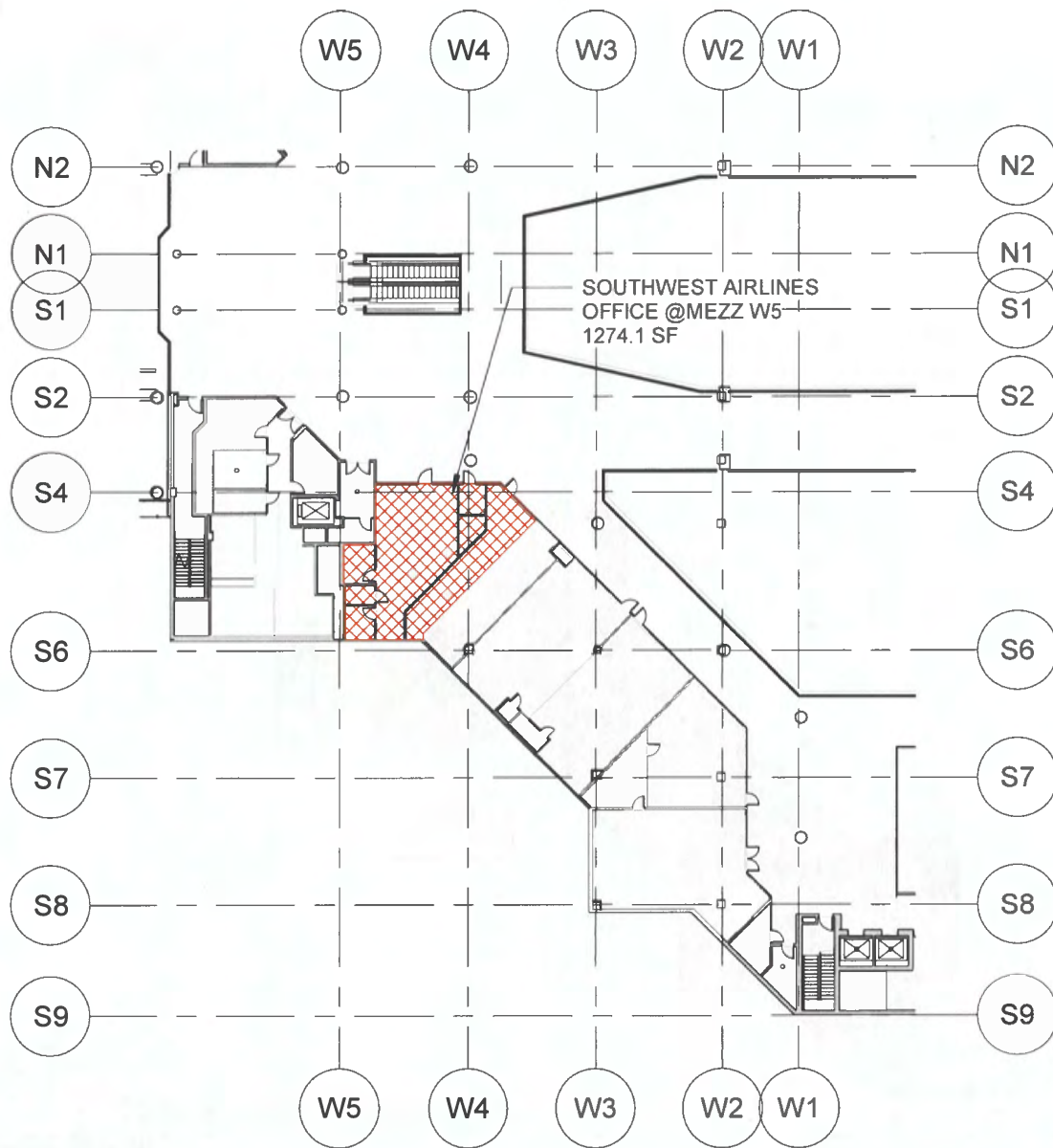
EXHIBIT

R19-1-4-W4-S9

SOUTHWEST AIRLINES OFFICES & TRAINING

CC#: C

DATE: 11/07/24



SCALE: 1" = 40'-0"

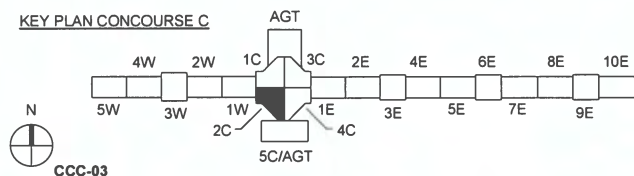
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Rohini S.

Digitally signed by
Rohini Saksena
Date: 2025.03.27
21:13:18-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT

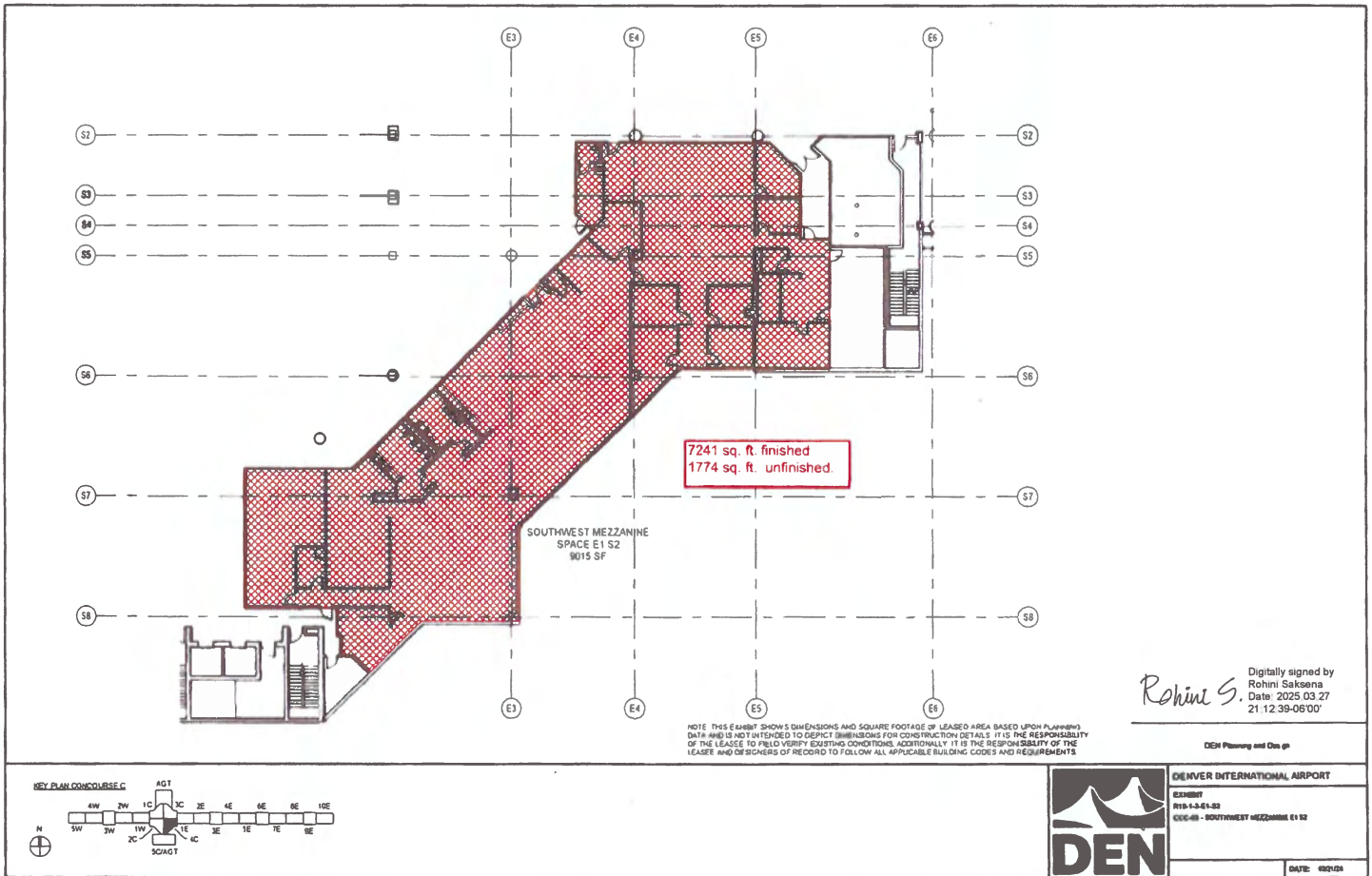
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SOUTHWEST AIRLINES OFFICE @MEZZANINE
W5

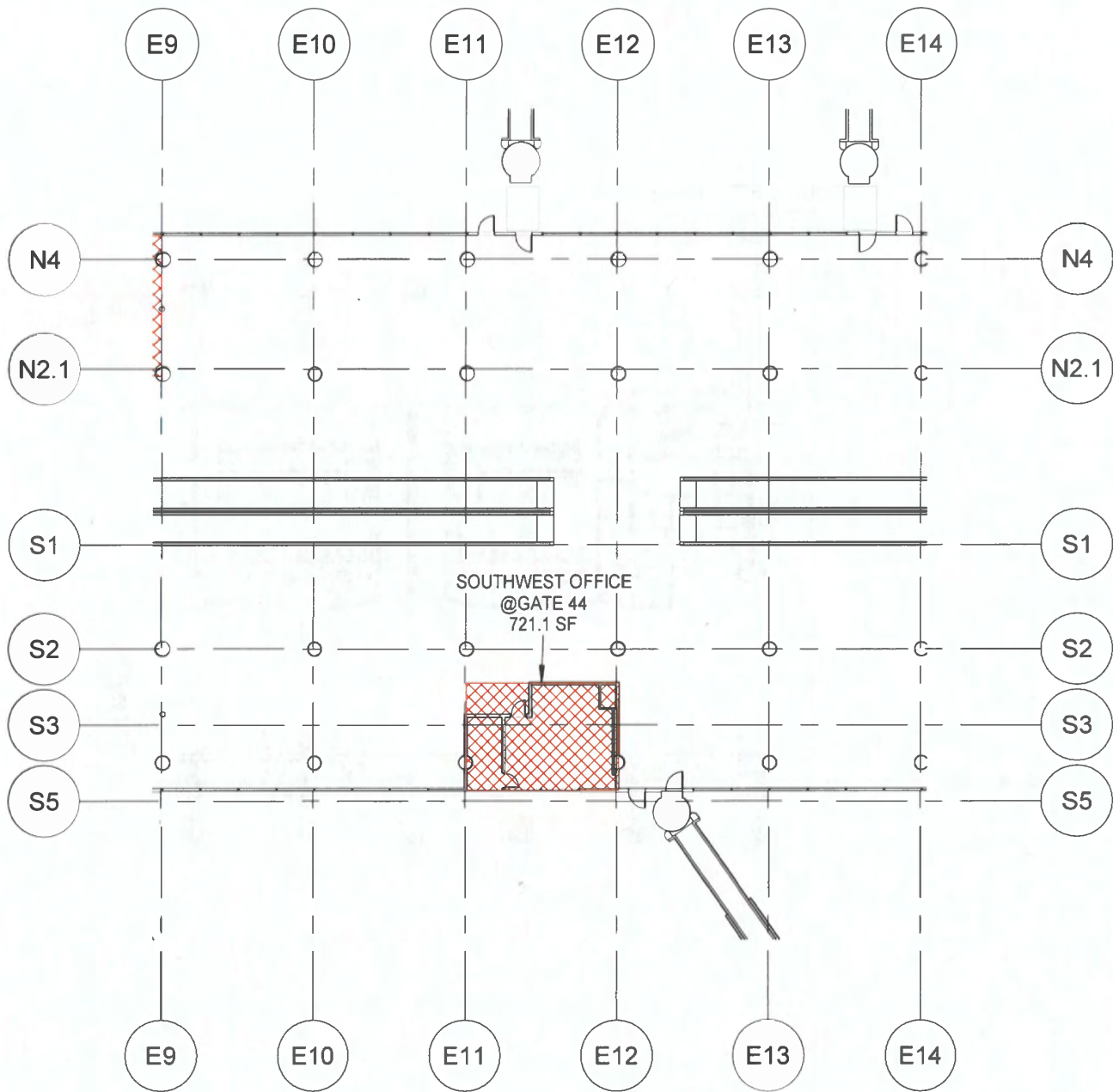
CC#: C

DATE: 11/07/24

CCON NTF - 1774 sf

CCON Operations - 7241 sf
finished





SCALE: 1" = 30'-0"

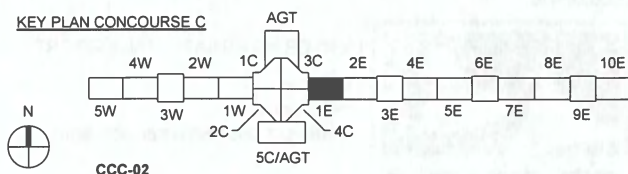
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Rohini S.

Digitally signed by Rohini
Saksena
Date: 2025.03.27 21:11:54-06'00'

DEN Planning and Design

KEY PLAN CONOURSE C



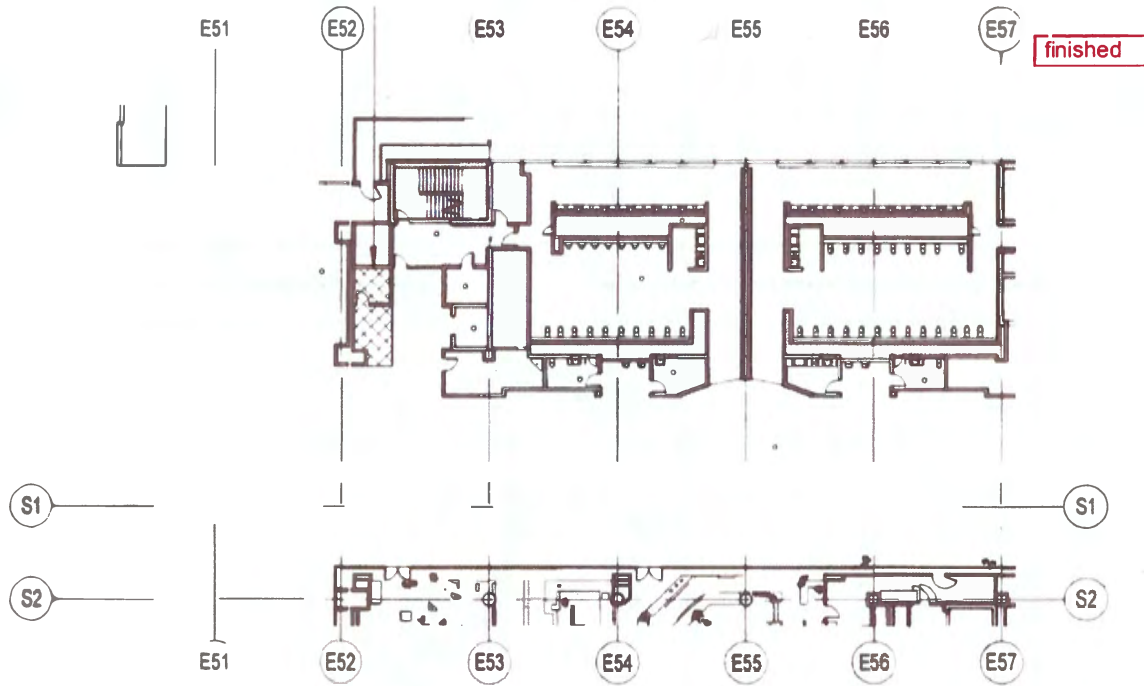
DENVER INTERNATIONAL AIRPORT

EXHIBIT D
R19-1-3-E11-S4-2
SOUTHWEST OFFICE @GATE 44

CC#: C

DATE: 08/27/24

SOUTHWEST CUSTOMER
SERVICE @C61
194.8 SF



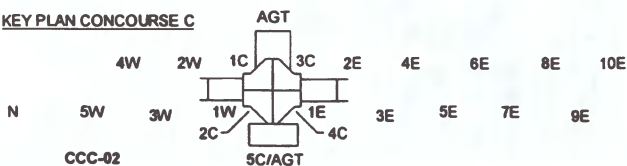
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Rohini S.
Digitally signed by
Rohini Saksena
Date: 2025.03.27
21:02:29-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT

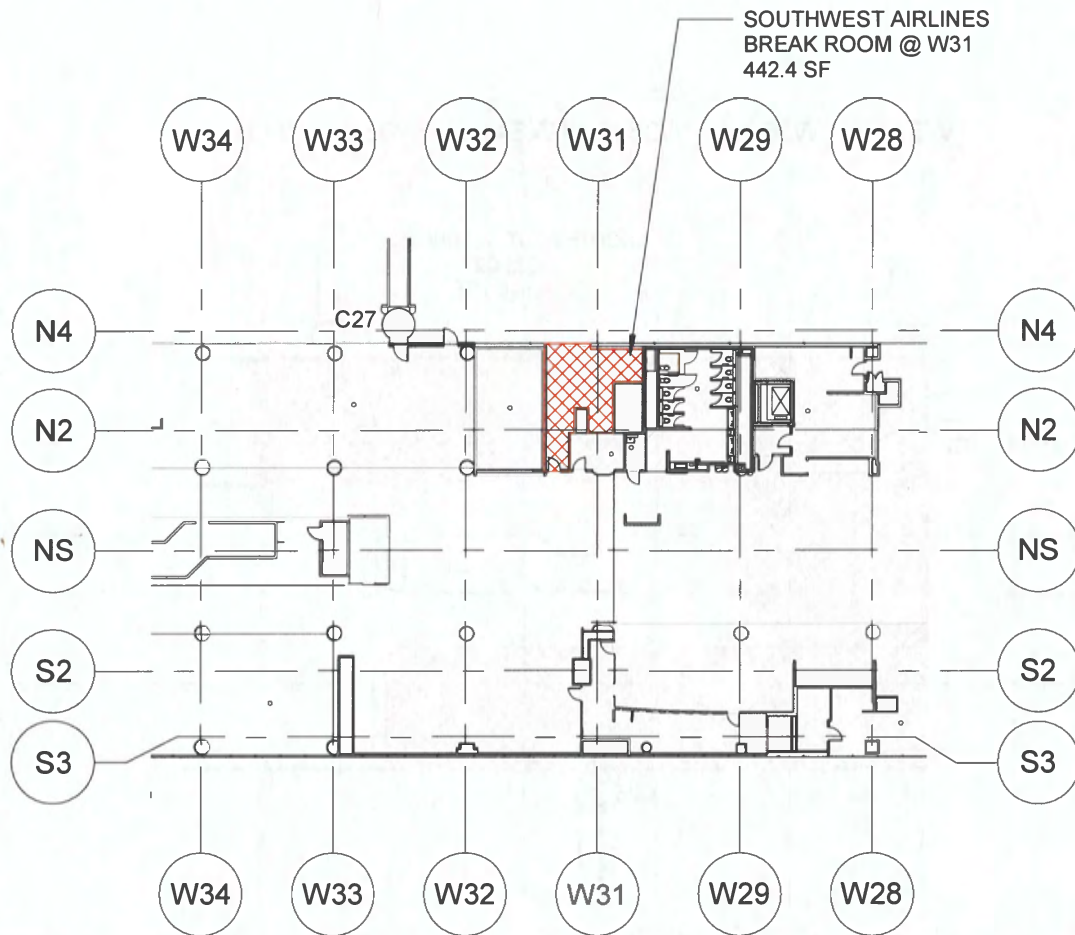
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SOUTHWEST CUSTOMER SERVICE @C61

CC#: LEVEL 02

DATE: 03/12/24

27.9 ntf
414.5 tf



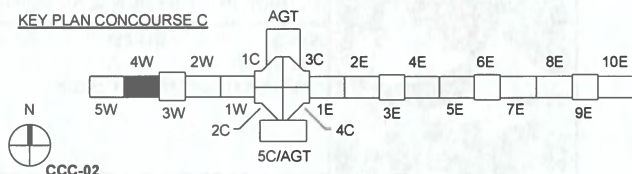
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Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

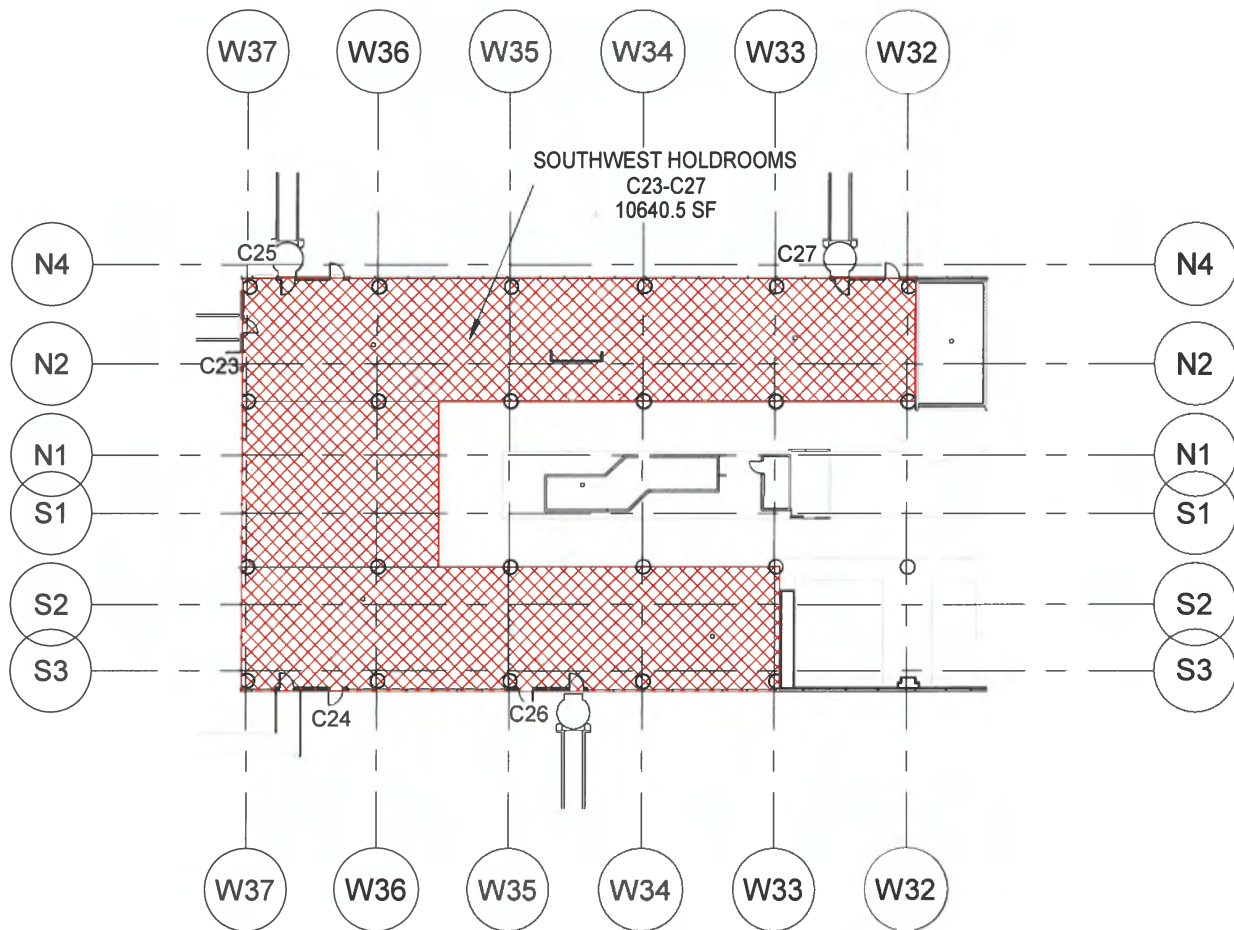


DENVER INTERNATIONAL AIRPORT

EXHIBIT
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SOUTHWEST AIRLINES BREAK ROOM @ W31

CC#: CCC

DATE: 11/07/24



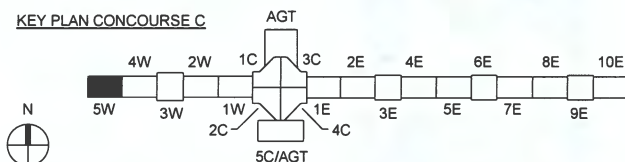
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

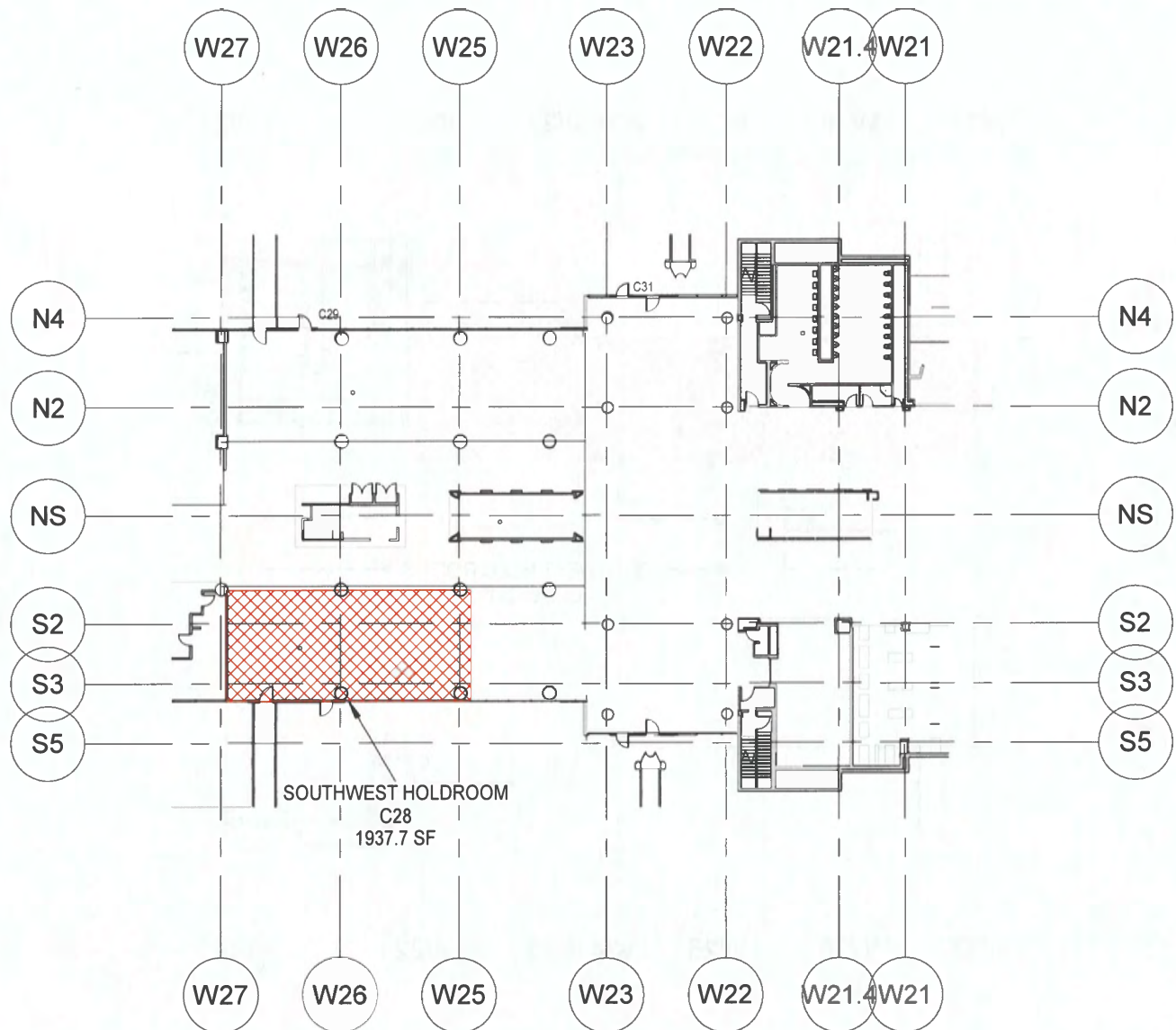


DENVER INTERNATIONAL AIRPORT

EXHIBIT C23-C27
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SOUTHWEST HOLDROOMS C23-C27

CC#: LEVEL 2

DATE: 8/26/2024



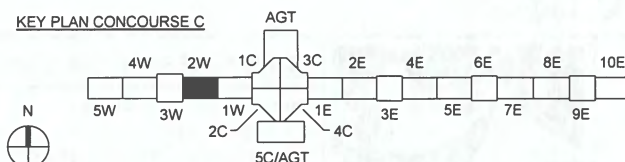
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

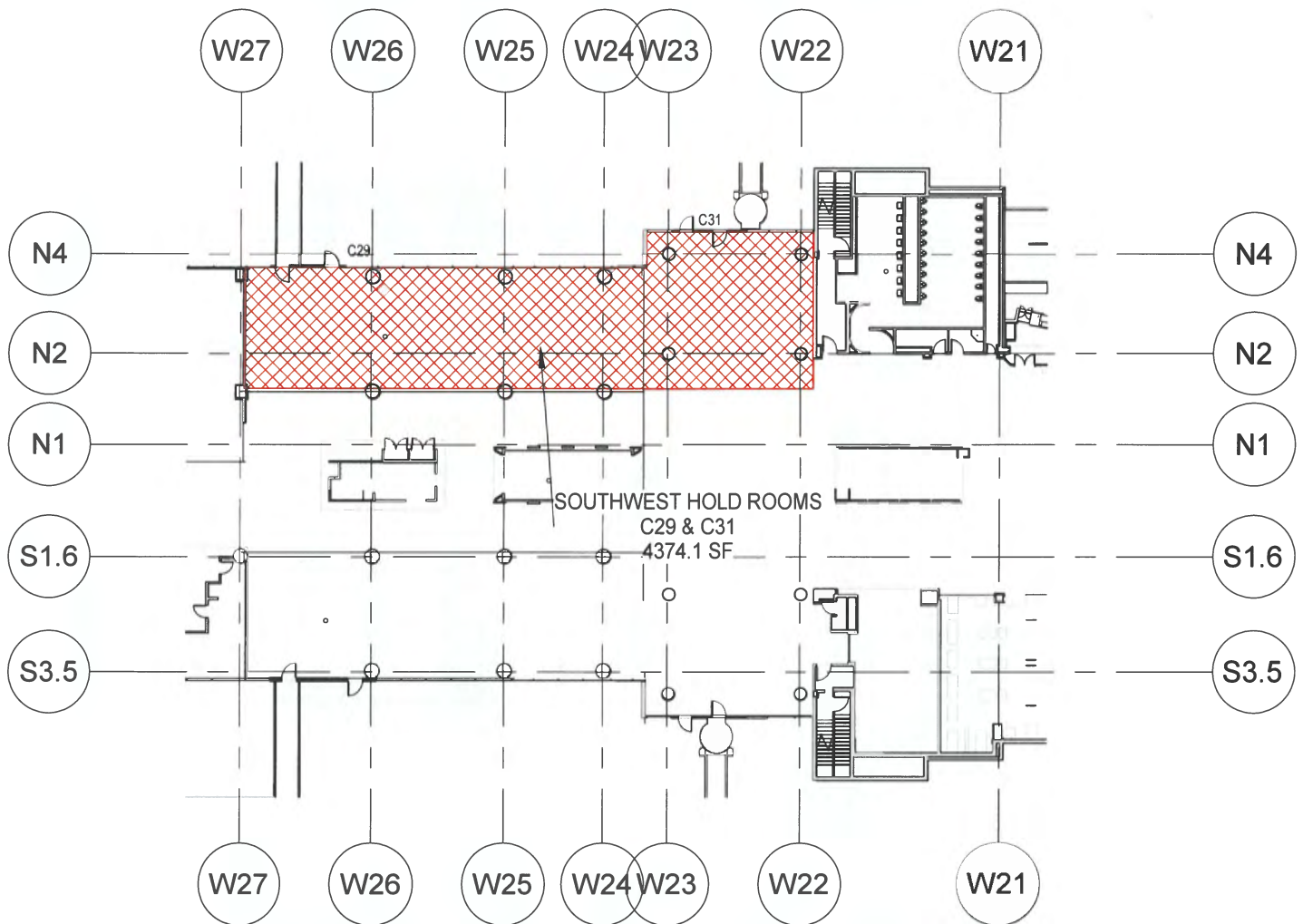


DENVER INTERNATIONAL AIRPORT

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SOUTHWEST HOLDROOM C28

CC#: LEVEL 2

DATE: 04/08/24



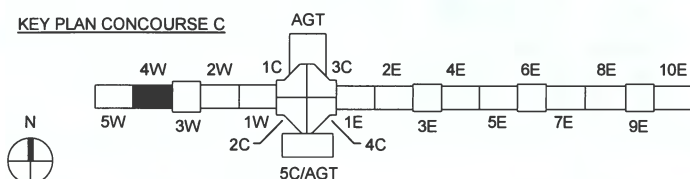
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

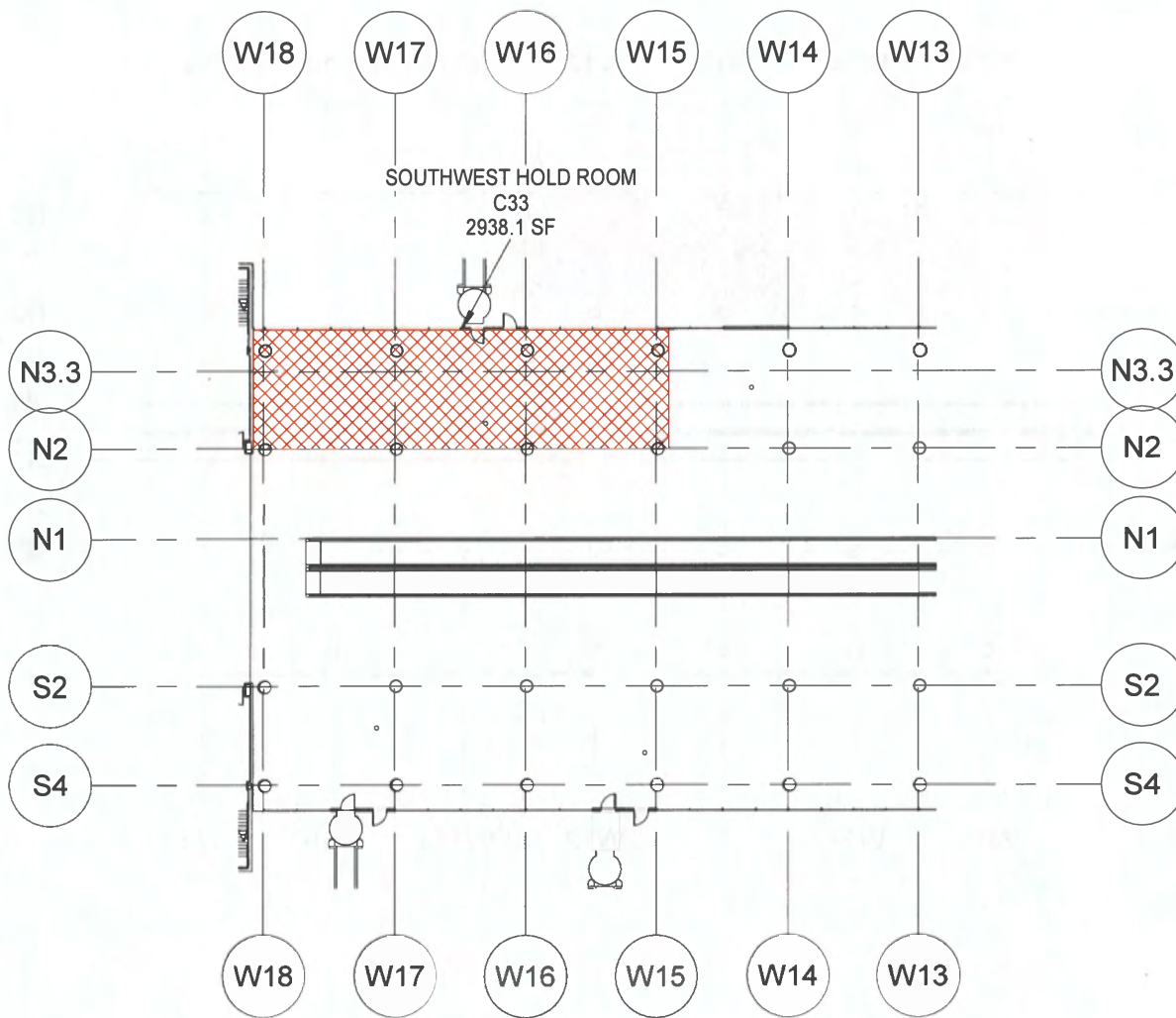


DENVER INTERNATIONAL AIRPORT

EXHIBIT C29&C31
R19-1-03-W27-N1
SOUTHWEST HOLDROOMS C29 & C31

CC#: LEVEL 2

DATE: 04/08/24



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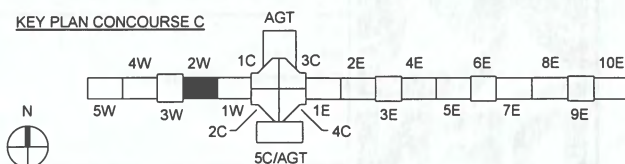
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Rohini S.

Digitally signed by Rohini
Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C



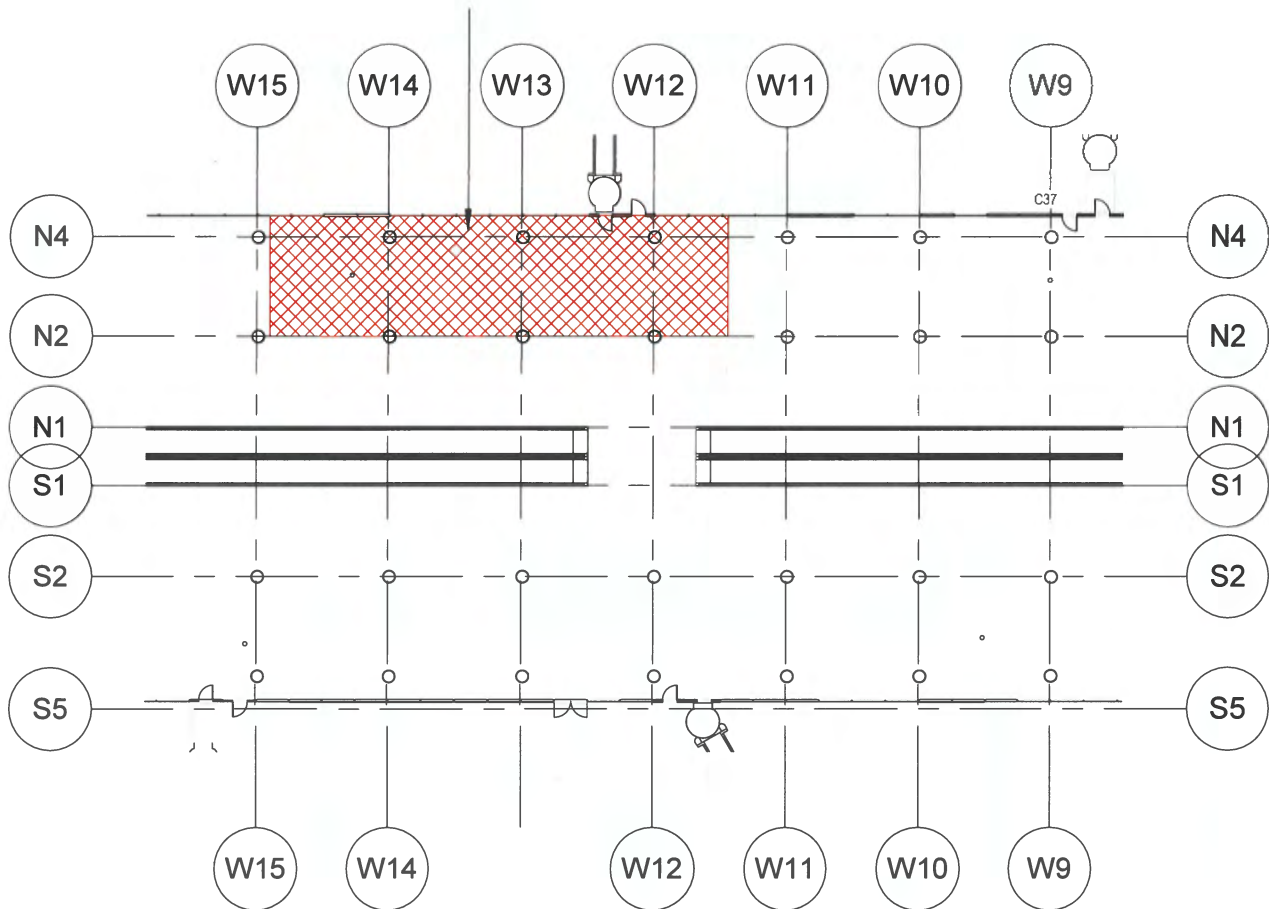
DENVER INTERNATIONAL AIRPORT

EXHIBIT C33
R19-1-03-W18-N1
SOUTHWEST HOLDROOM C33

CC#: LEVEL 2

DATE: 08/26/2024

SOUTHWEST HOLDROOM C35
3322.2 SF



SCALE: 1" = 40'-0"

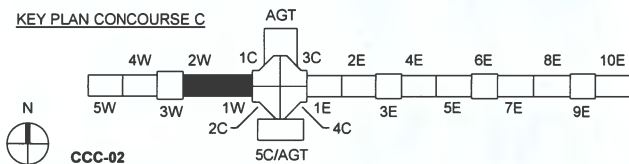
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Rohini S.

Digitally signed by Rohini
Saksena
Date: 2025.03.27
20:56:02-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



CCC-02



DENVER INTERNATIONAL AIRPORT

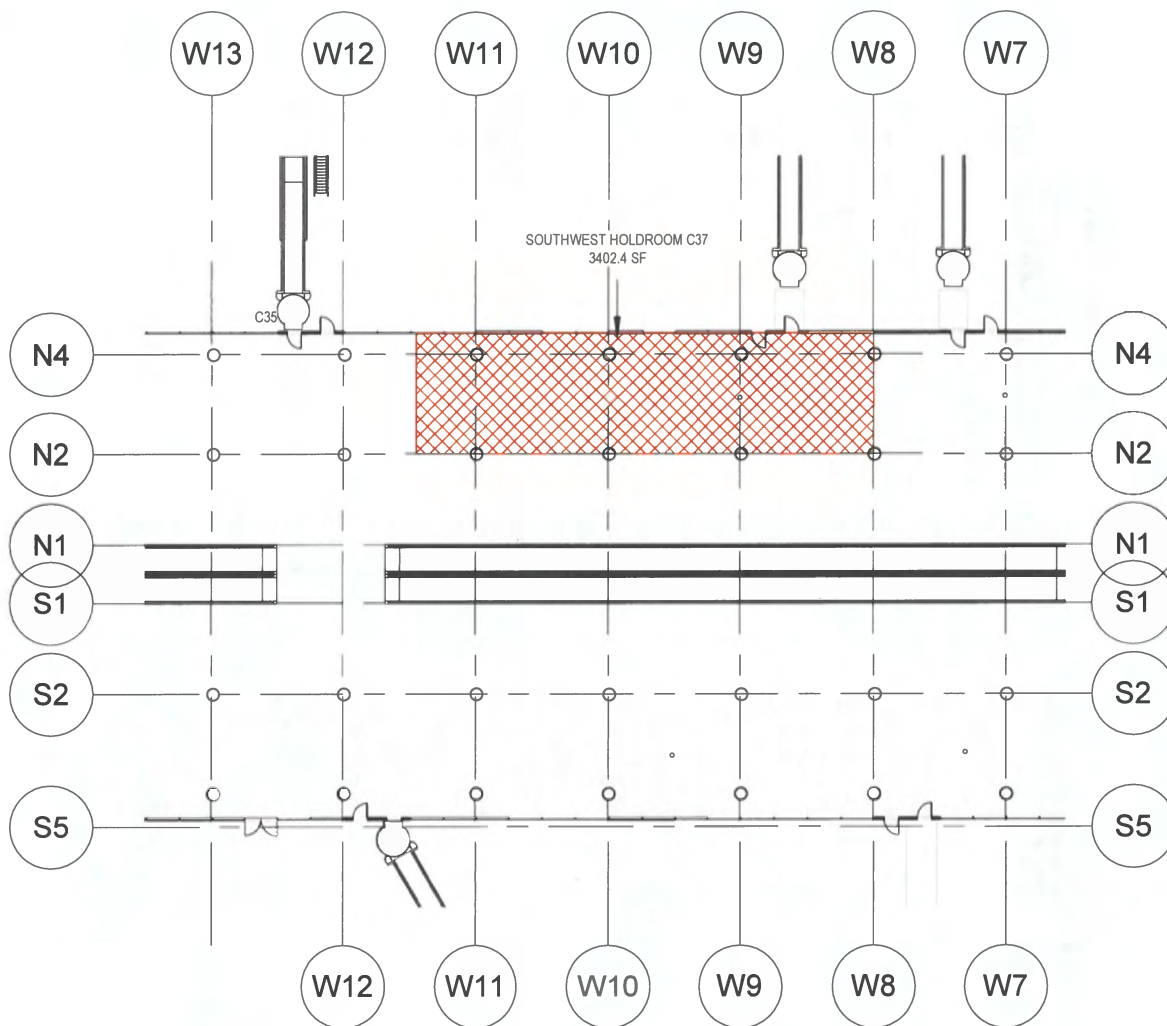
EXHIBIT

R19-1-3-W15-N2

SOUTHWEST HOLDROOM C35

CC#: LEVEL 02

DATE: 04/08/24



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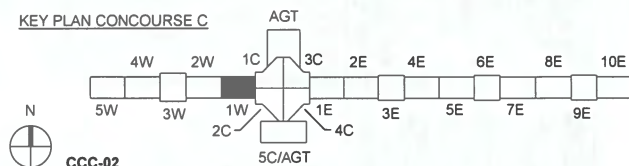
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Rohini S.

Digitally signed by Rohini
Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONOURSE C

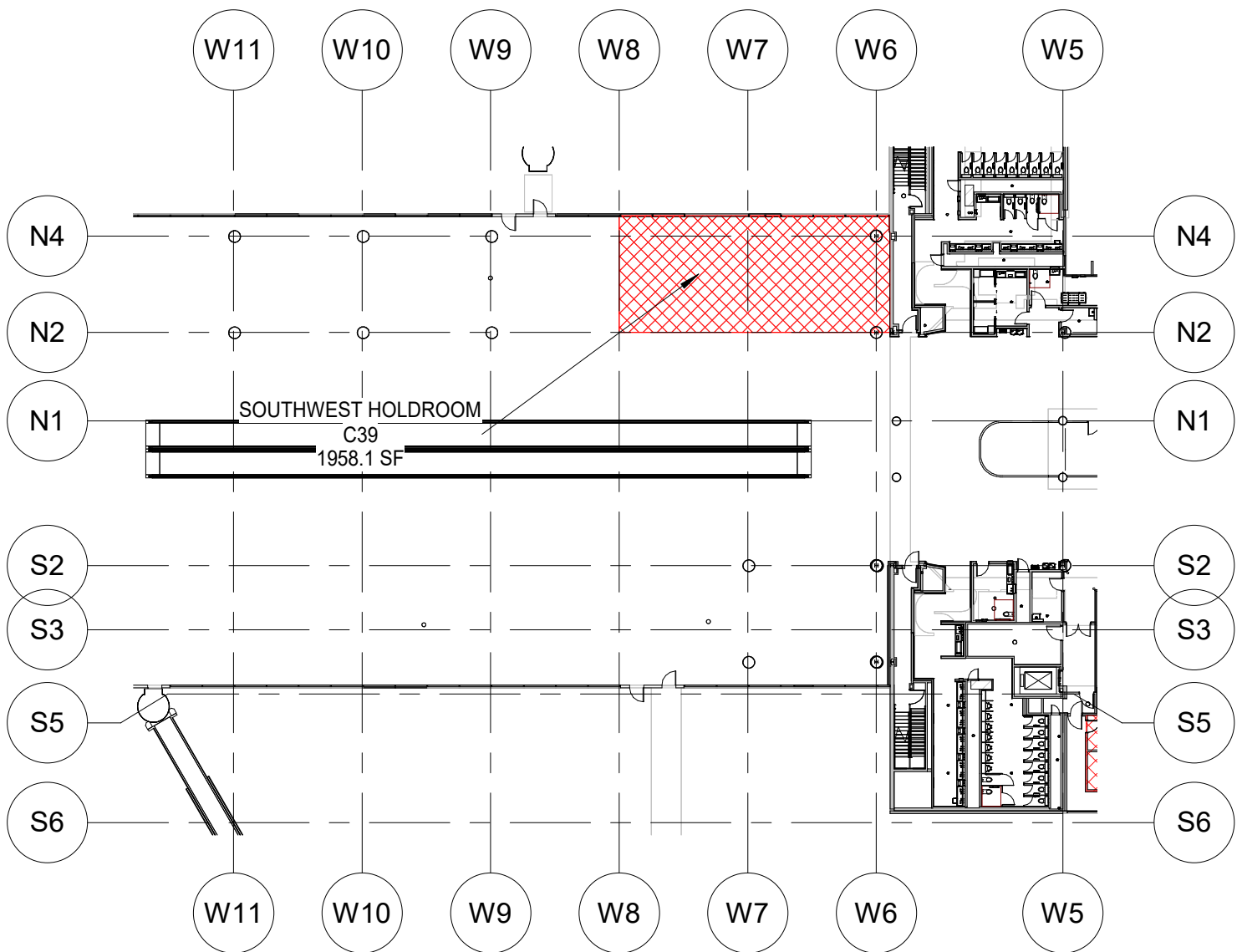


DENVER INTERNATIONAL AIRPORT

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SOUTHWEST HOLDROOM C37

CC#: LEVEL 02

DATE: 4/17/2024

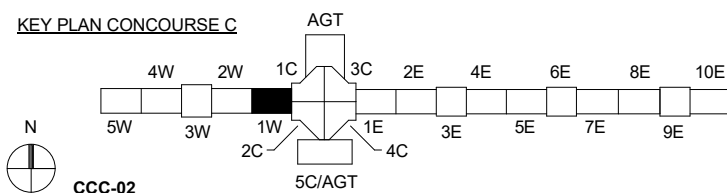


SCALE: 1" = 40'-0"

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

DEN Planning and Design

KEY PLAN CONCOURSE C

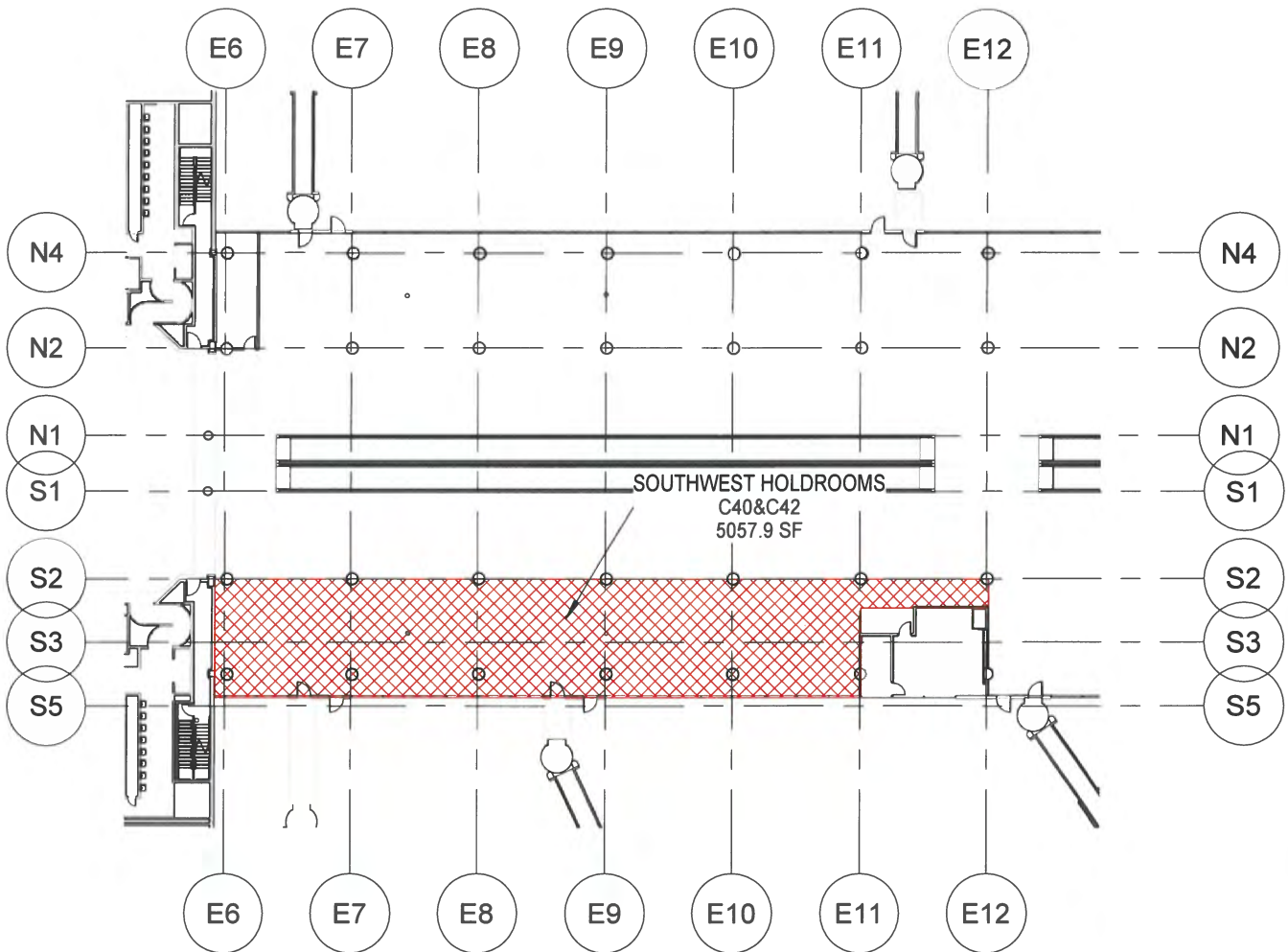


DENVER INTERNATIONAL AIRPORT

EXHIBIT C39
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SOUTHWEST HOLDROOM C39

CC#: LEVEL 02

DATE: 7/25/2025



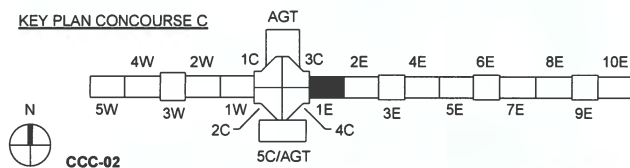
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Digitally signed by
Rohini S. Rohini Saksena
 Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONOURSE C

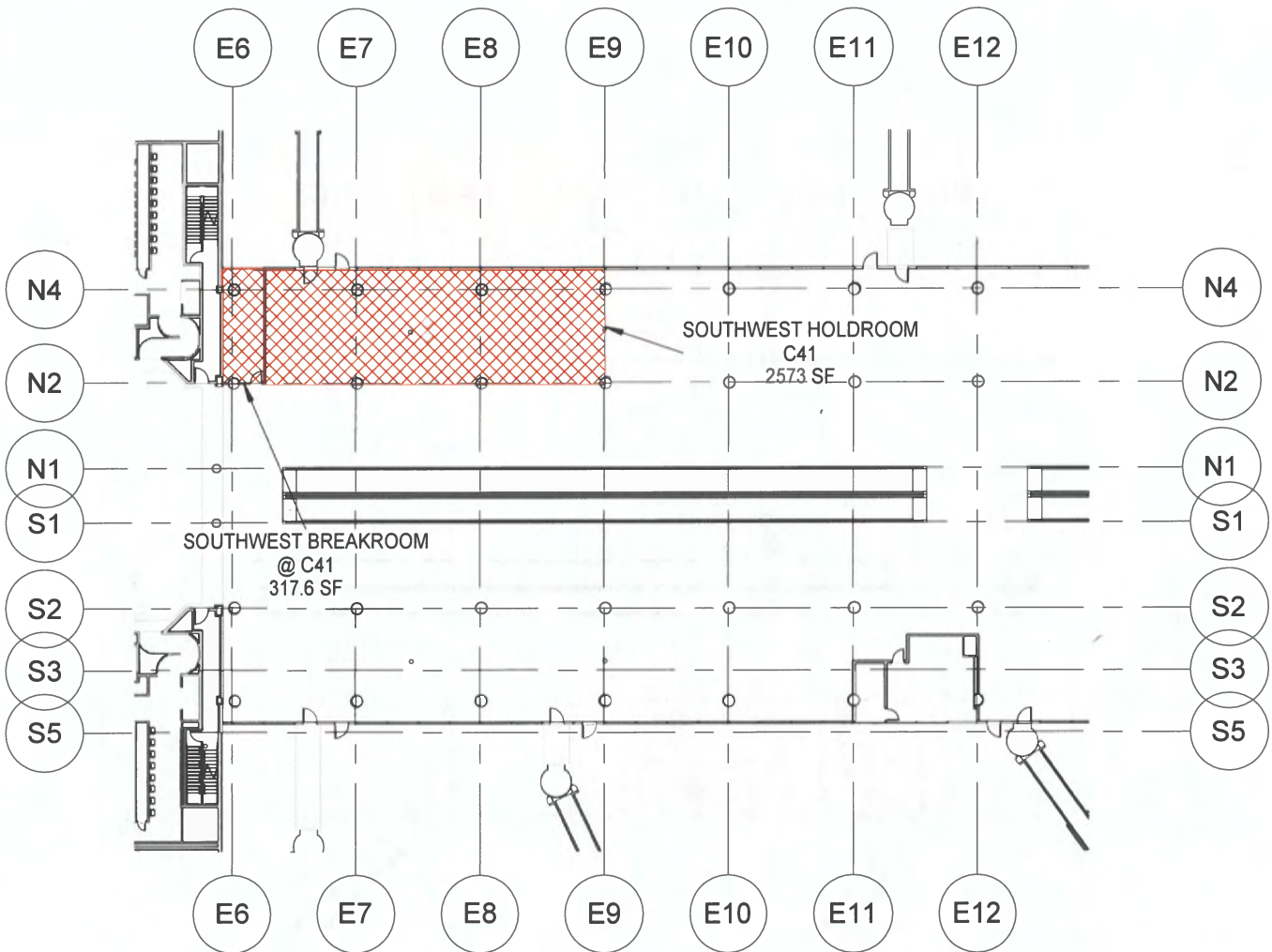


DENVER INTERNATIONAL AIRPORT

EXHIBIT C40&C42
 R19-1-03-E6-S4-1
 SOUTHWEST HOLDROOM C40 & C42

CC#: LEVEL 02

DATE: 8/26/2024



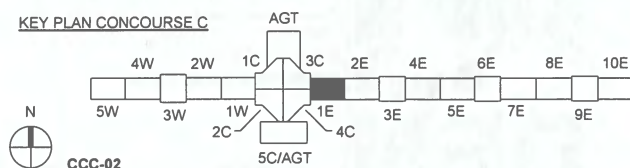
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Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
20:55:06-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C

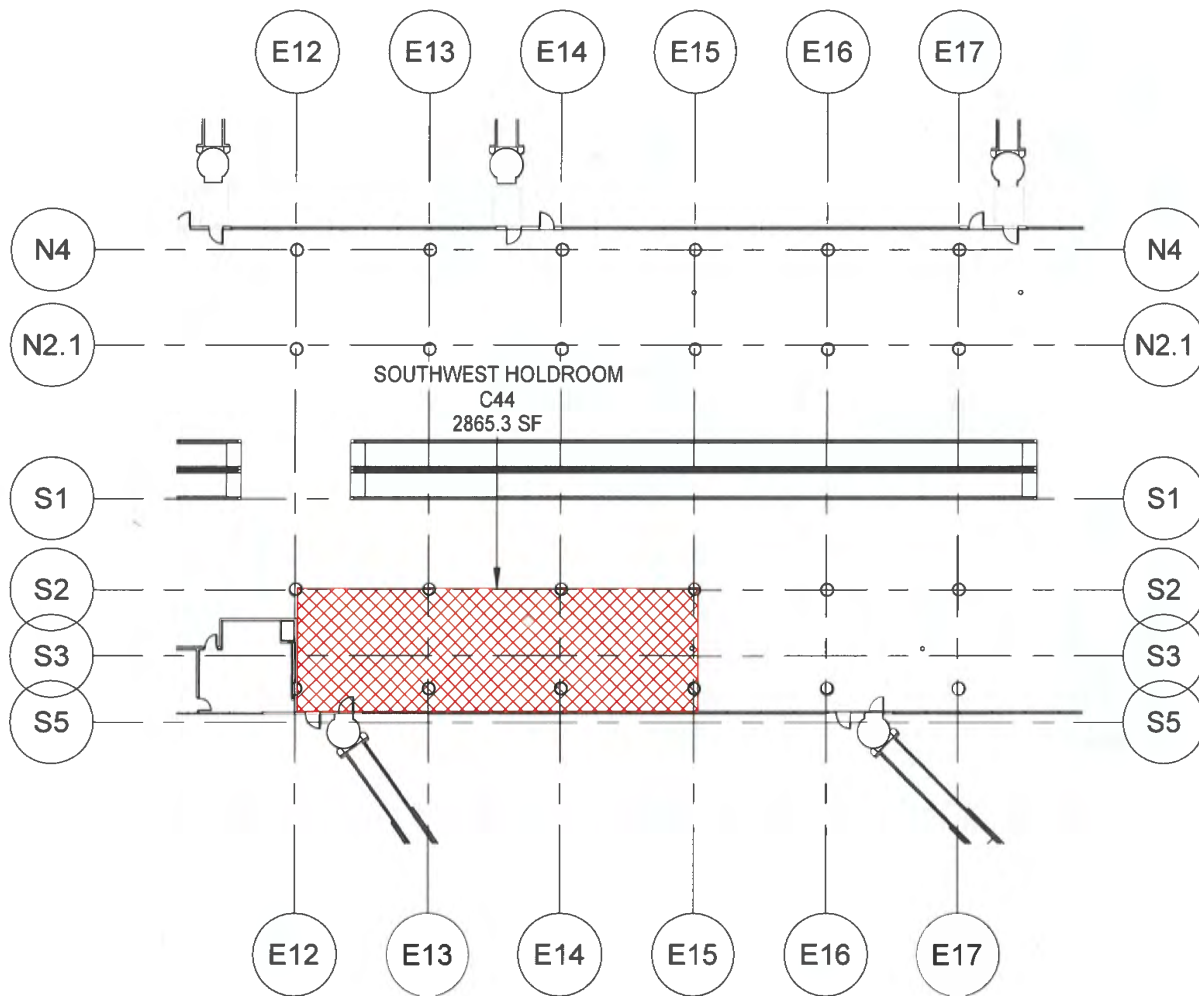


DENVER INTERNATIONAL AIRPORT

EXHIBIT C41
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SOUTHWEST HOLDROOM C41

CC#: LEVEL 02

DATE: 8/26/2024



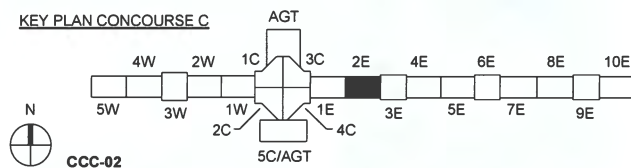
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini S. Rohini Saksena
 Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONOURSE C

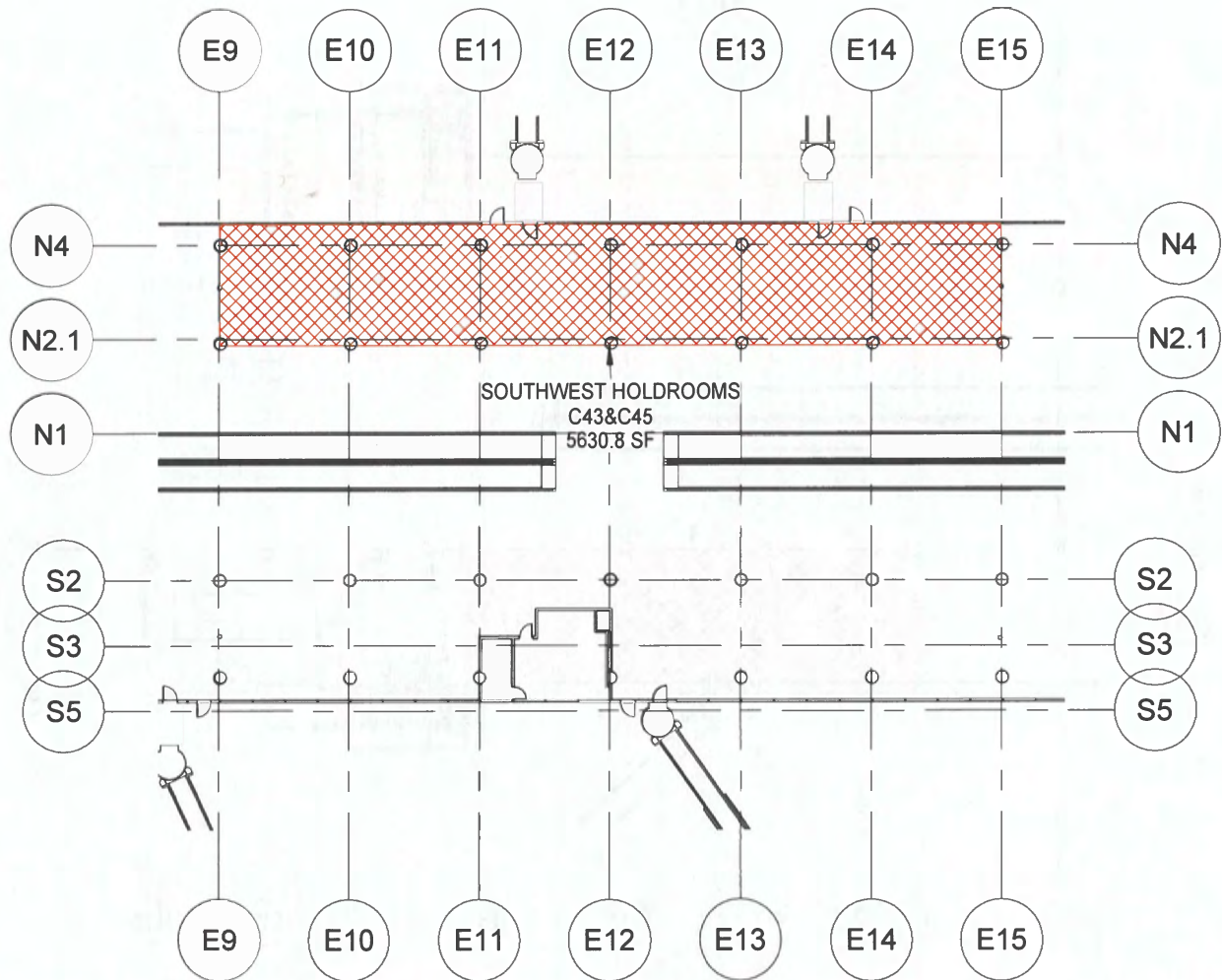


DENVER INTERNATIONAL AIRPORT

EXHIBIT C44
 R19-1-03-E12-S3-1
 SOUTHWEST HOLDROOM C44

CC#: LEVEL 02

DATE: 8/26/2024



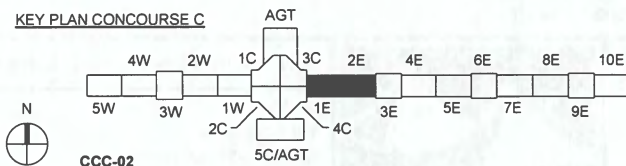
SCALE: 1" = 40'-0"

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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C



CCC-02

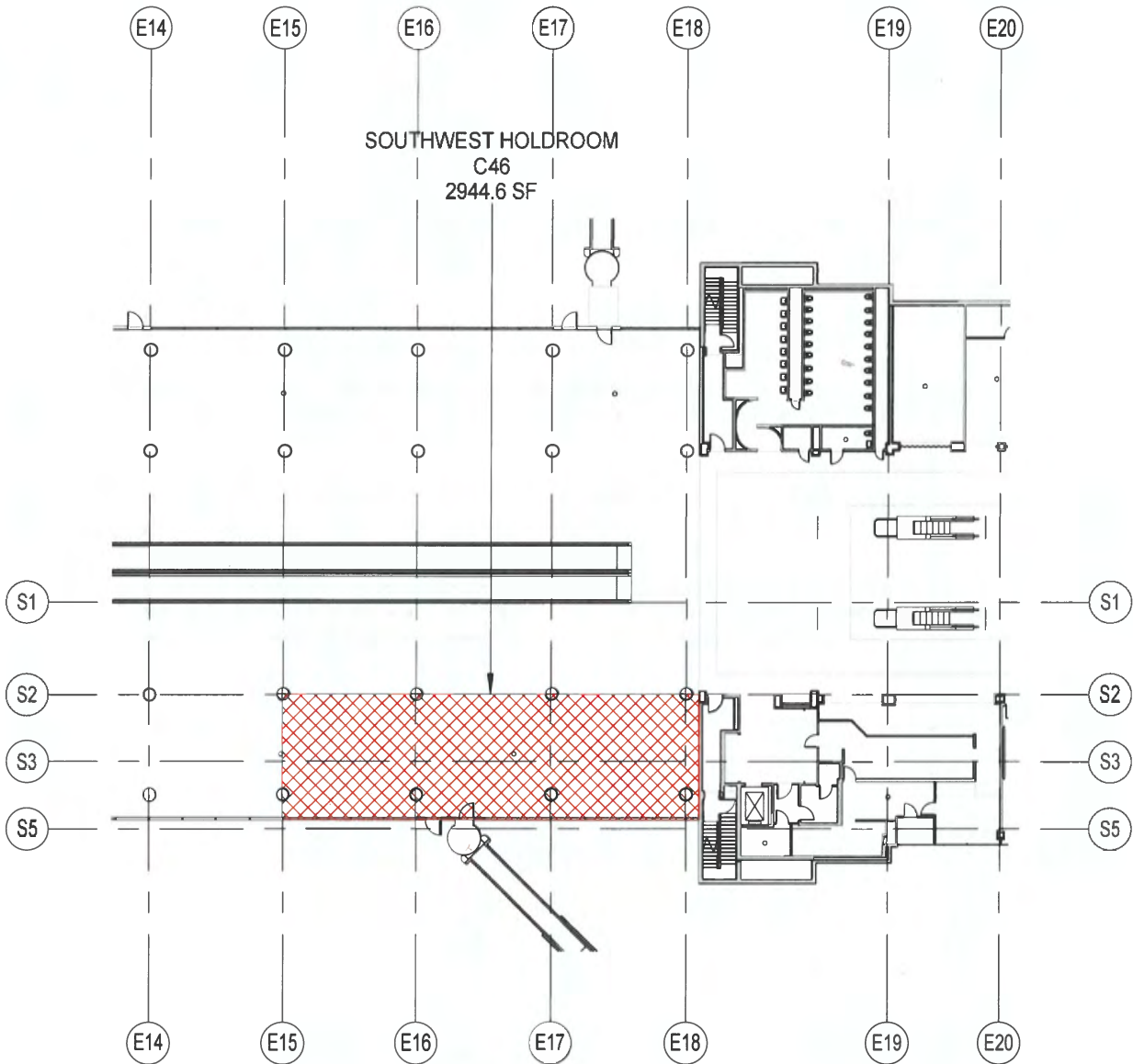


DENVER INTERNATIONAL AIRPORT

EXHIBIT C43&C45
R19-1-03-E9-N1-1
SOUTHWEST HOLDROOM C43 & C45

CC#: LEVEL 02

DATE: 8/26/2024



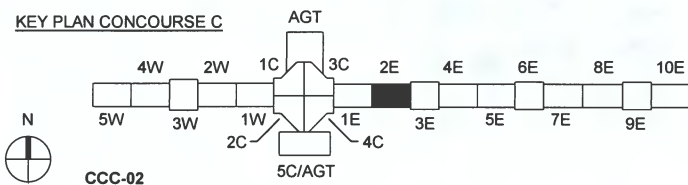
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
20:53:34-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C

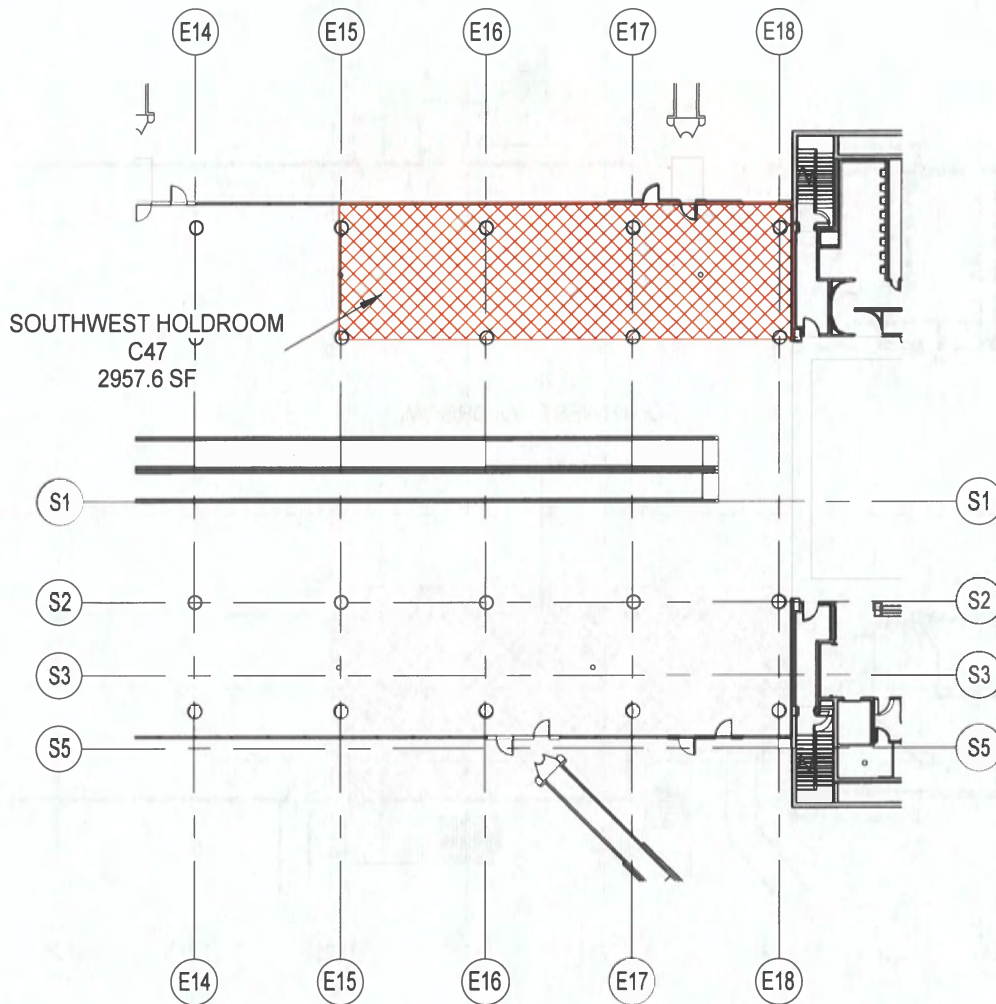


DENVER INTERNATIONAL AIRPORT

EXHIBIT
R19-1-3-E15-S5
SOUTHWEST HOLDROOM C46

CC#: LEVEL 02

DATE: 01/03/24



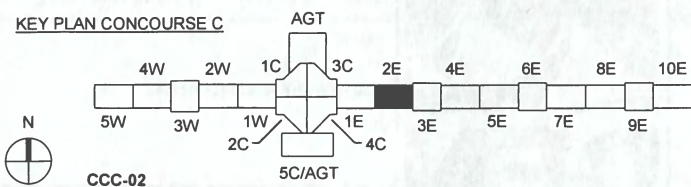
SCALE: 1" = 40'-0"

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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

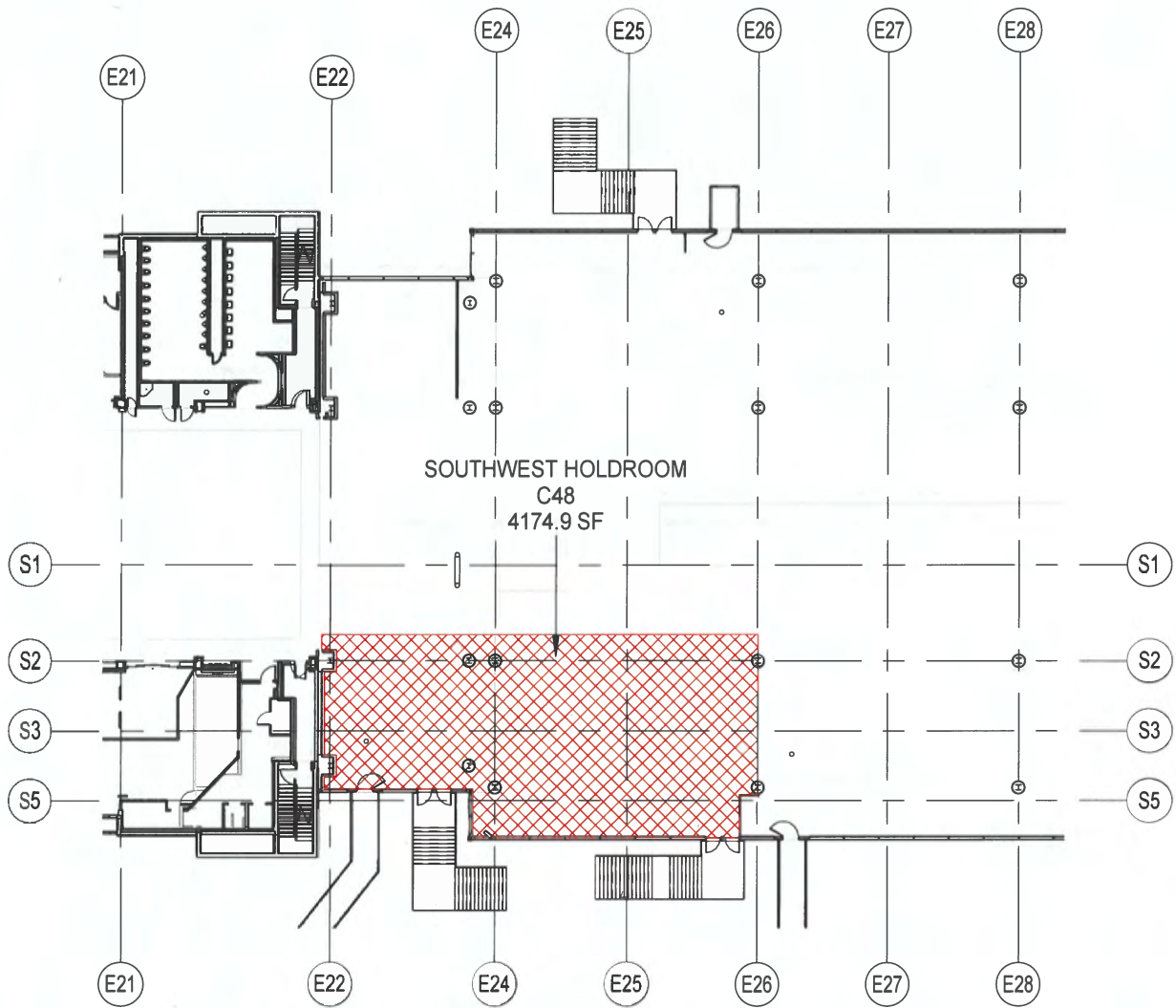


DENVER INTERNATIONAL AIRPORT

EXHIBIT C47
R19-1-03-E15-N1-1
SOUTHWEST HOLDROOM C47

CC#: LEVEL 02

DATE: 01/03/24



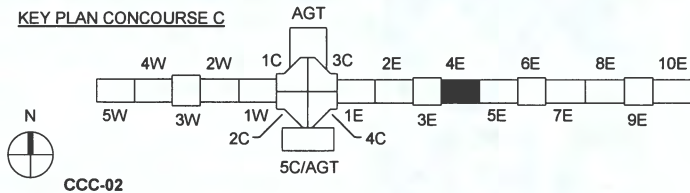
SCALE: 1" = 40'-0"

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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C



CCC-02



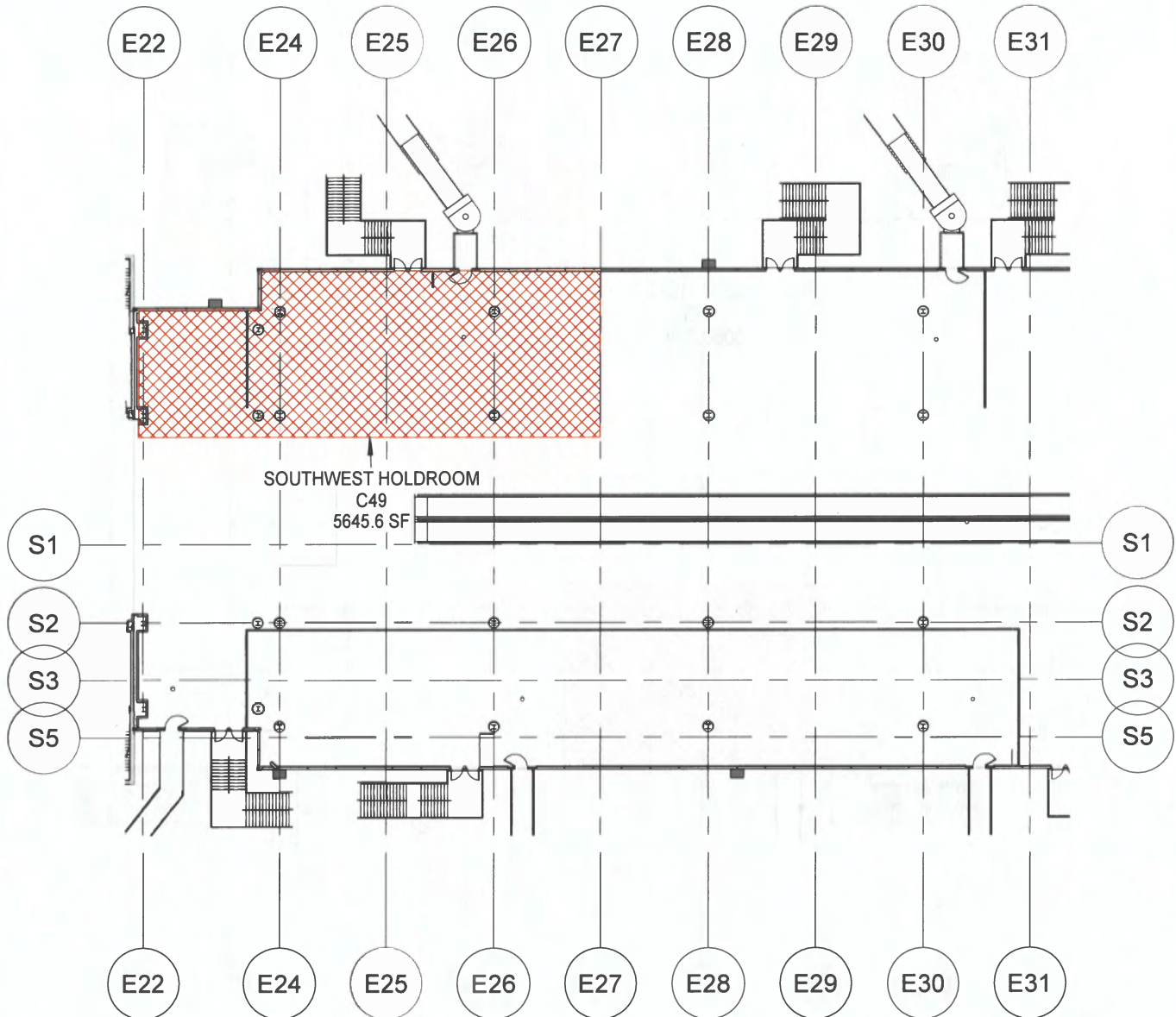
DENVER INTERNATIONAL AIRPORT

EXHIBIT C48
R19-1-03-E22-S5
SOUTHWEST HOLDROOM C48

CC#: LEVEL 02

DATE: 07/12/23

Finished



SCALE: 1" = 40'-0"

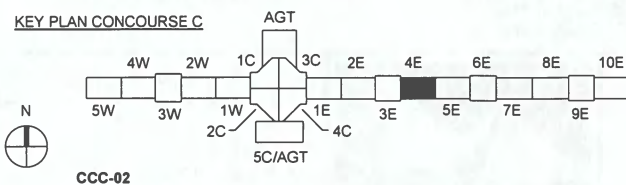
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Rohini S.

Digitally signed by Rohini
Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

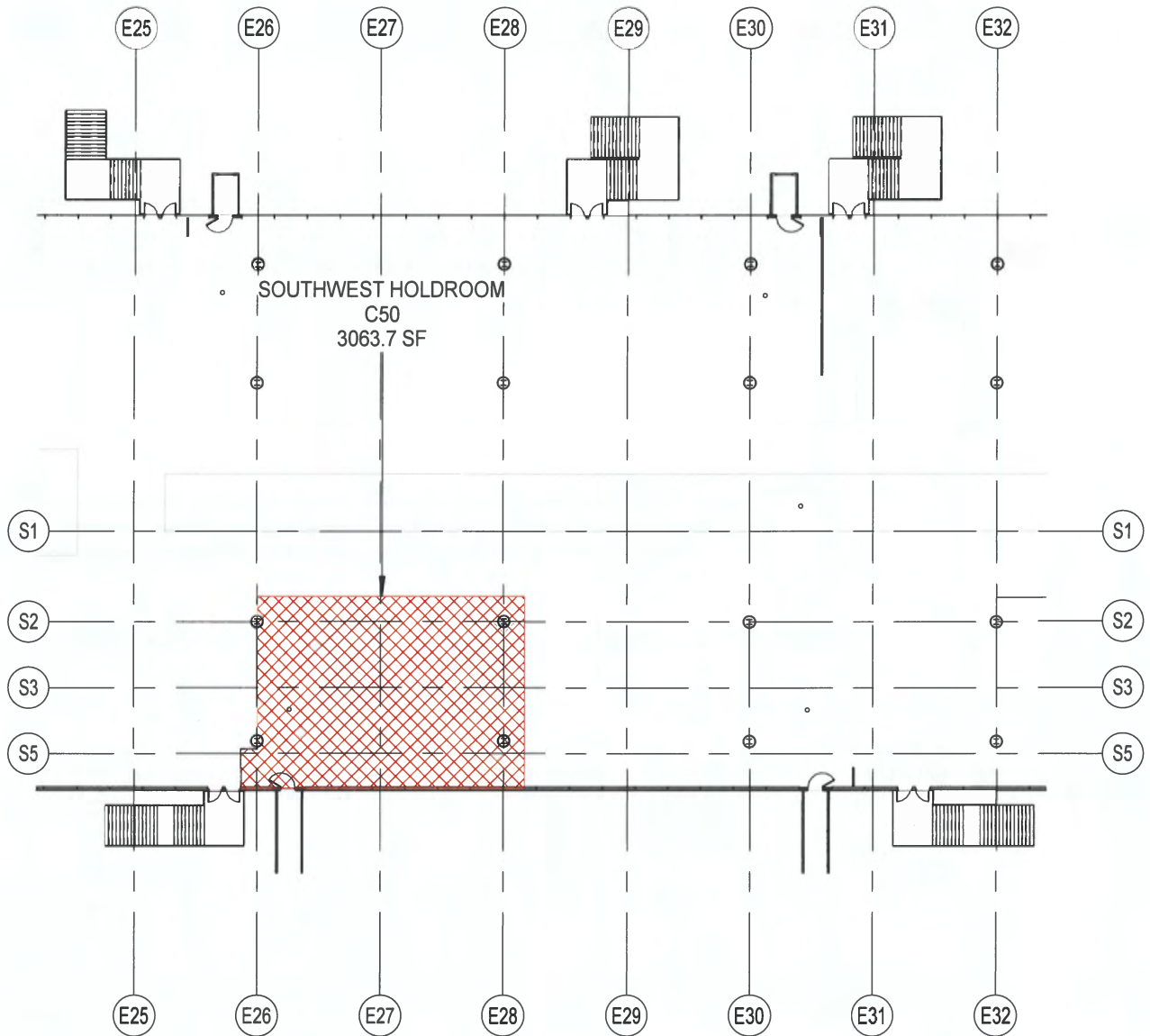


DENVER INTERNATIONAL AIRPORT

EXHIBIT C49
R19-1-03-E24-N1-1
SOUTHWEST HOLDROOM C49

CC#: LEVEL 02

DATE: 8/22/24



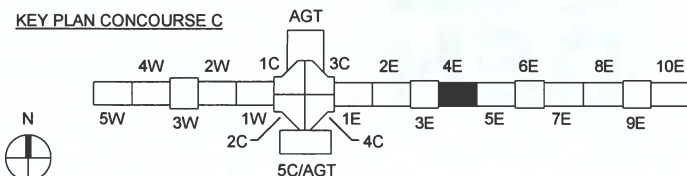
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C



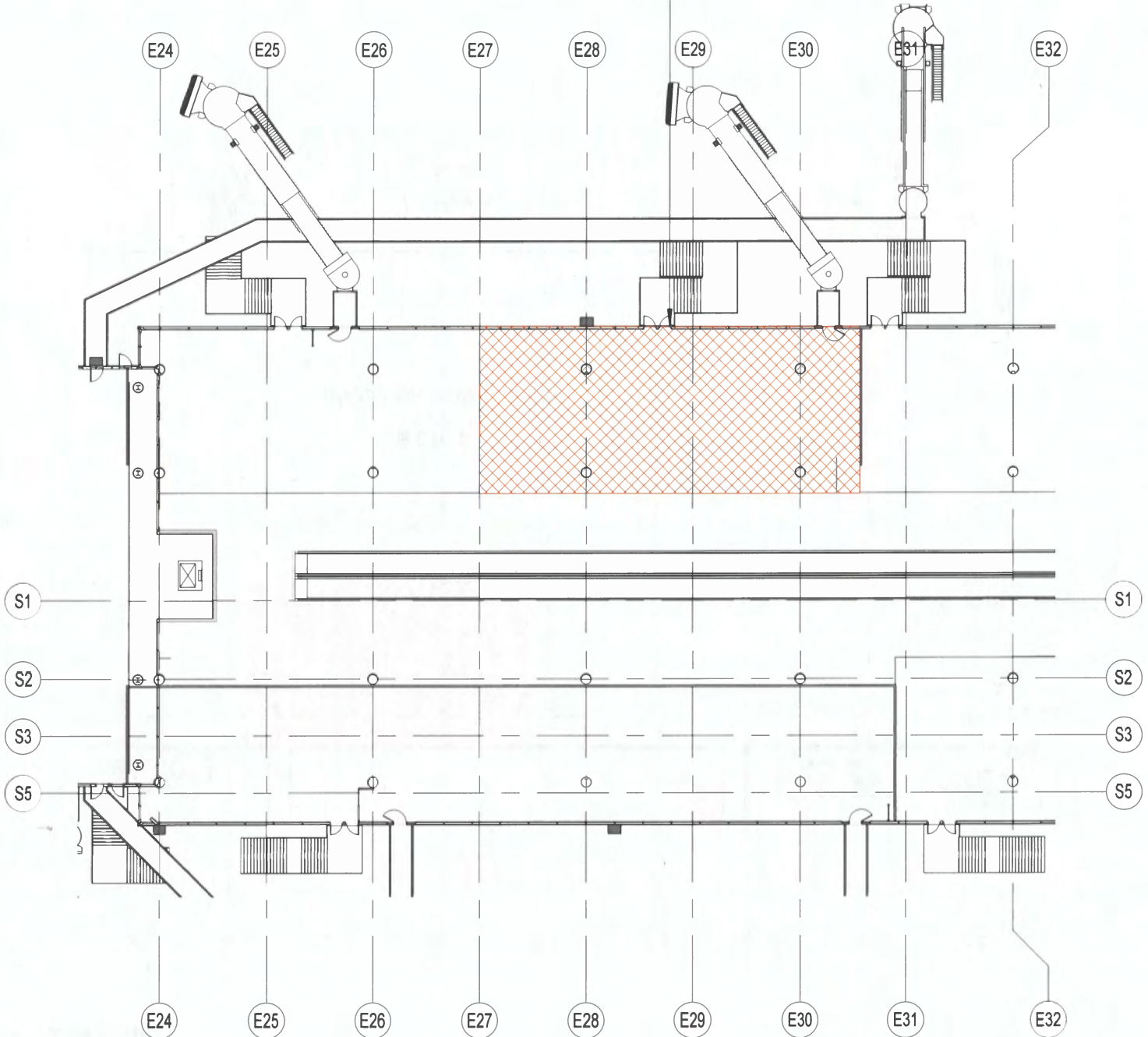
DENVER INTERNATIONAL AIRPORT

EXHIBIT C50
R19-1-03-E26-S5-1
SOUTHWEST HOLDROOM C50

CC#: LEVEL 2

DATE: 04/08/24

SOUTHWEST HOLDROOM
C51
4996.5 SF



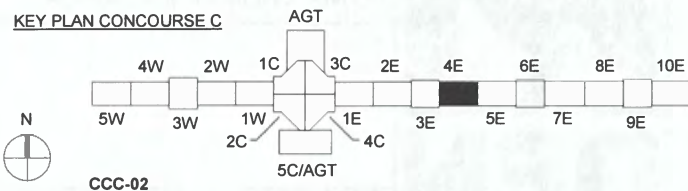
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S.
Digitally signed by Rohini
Saksena
Date: 2025.03.27
20:45:02-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

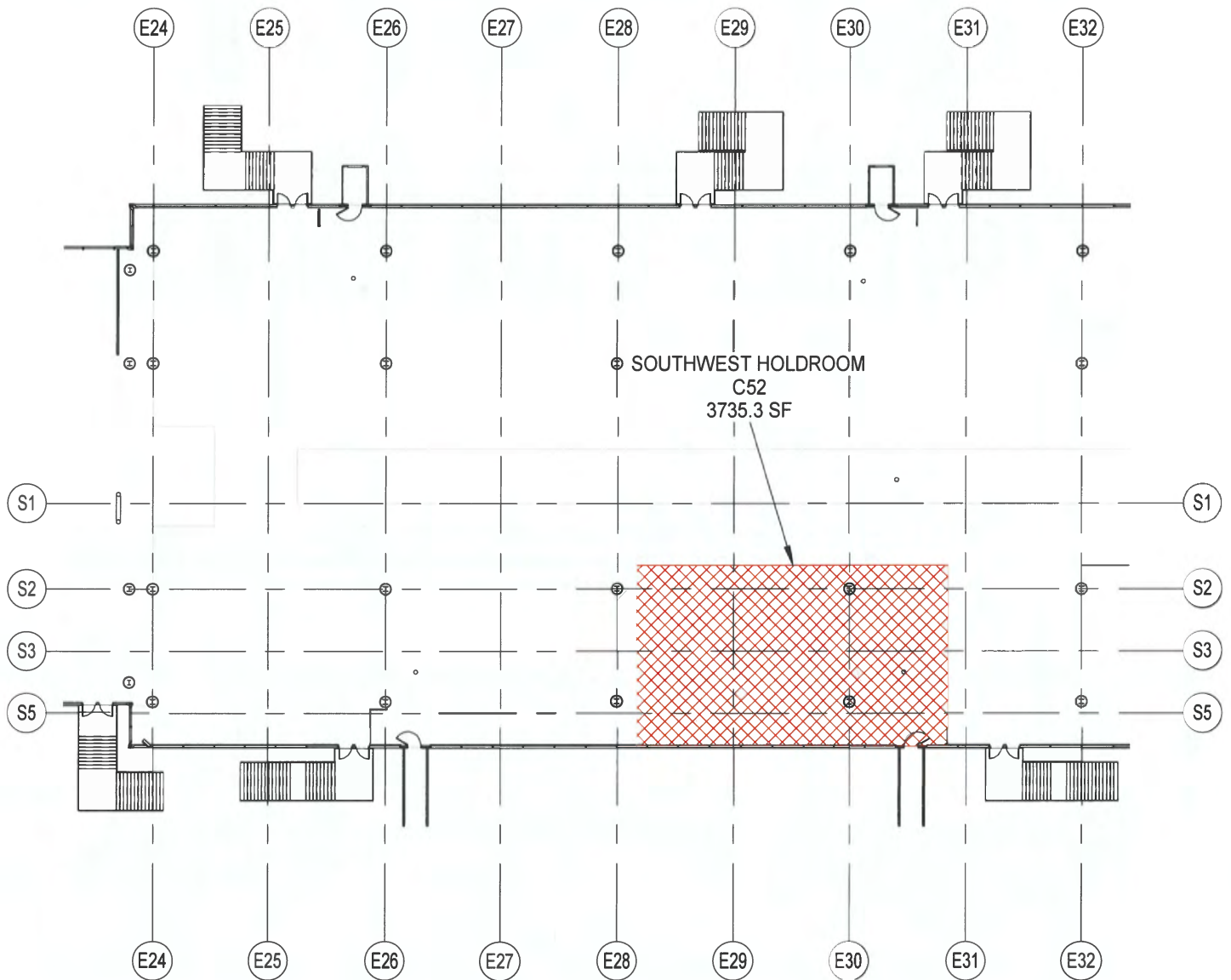
EXHIBIT

S19-1-2-E27-S1

SOUTHWEST HOLDROOM C51

CC#: LEVEL 02

DATE: 12/14/22



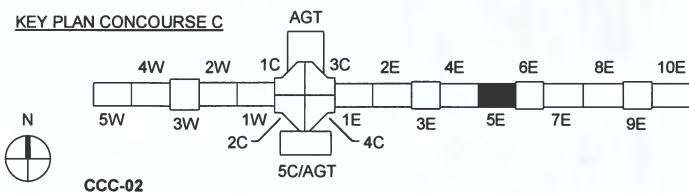
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

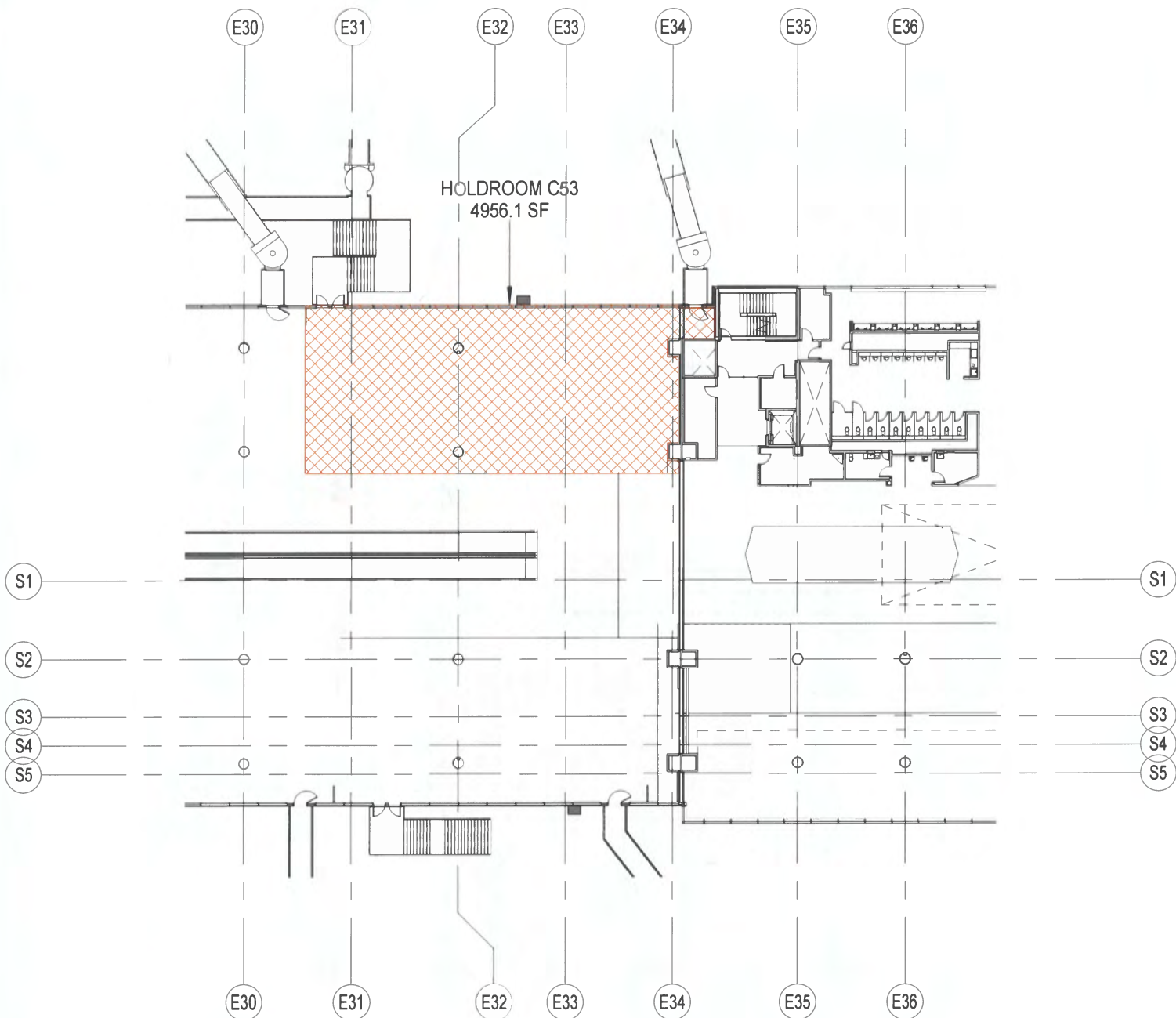


DENVER INTERNATIONAL AIRPORT

EXHIBIT C52
R19-1-03-E29-S5
SOUTHWEST HOLDROOM C52

CC#: LEVEL 02

DATE: 05/31/23



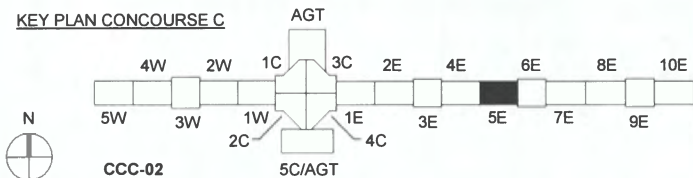
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini S. Rohini Saksena
 Date: 2025.03.27
 20:43:53-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C

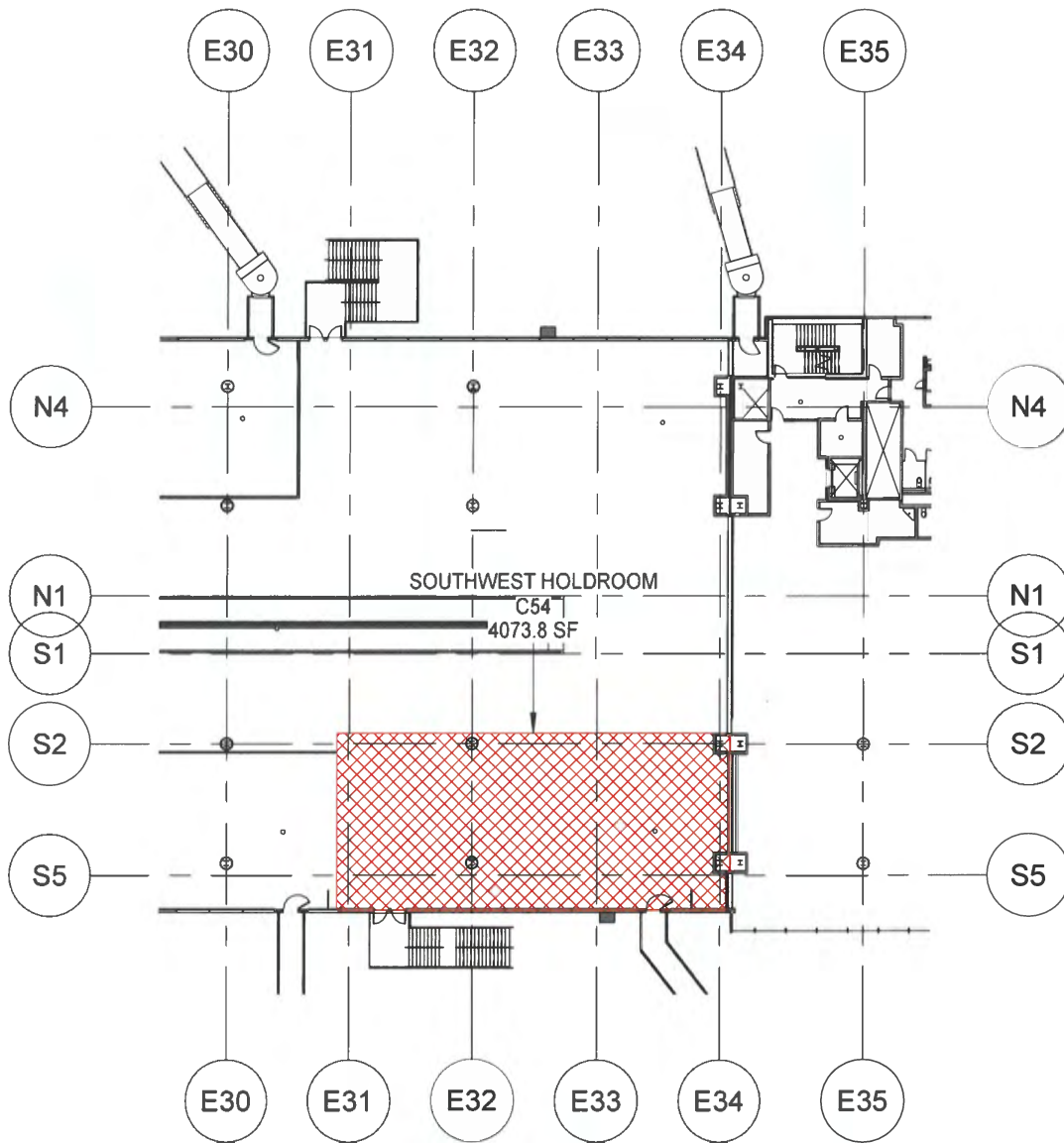


DENVER INTERNATIONAL AIRPORT

EXHIBIT
 S19-1-2-E30-S1
 HOLDROOM C53

CC#:

DATE: 11/08/22



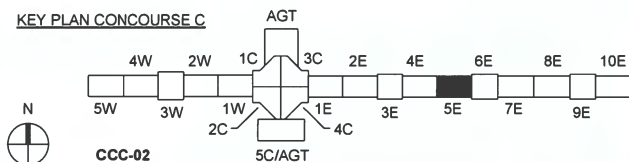
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

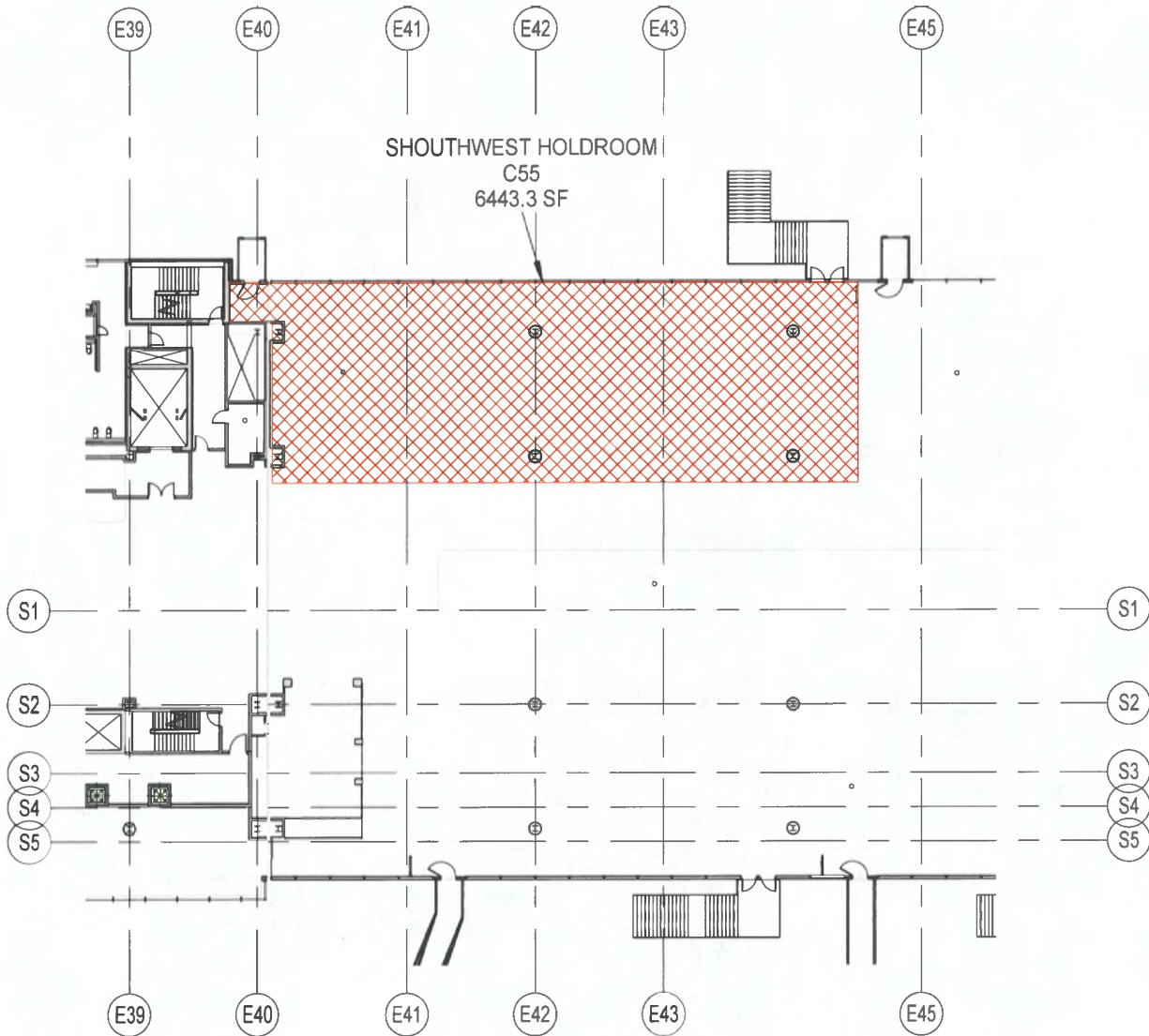


DENVER INTERNATIONAL AIRPORT

EXHIBIT C54
R19-1-03-E31-S5
SOUTHWEST HOLDROOM C54

CC#: LEVEL 02

DATE: 8/26/2024



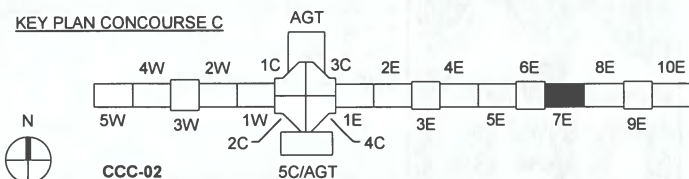
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini S. Rohini Saksena
 Date: 2025.03.27
 20:42:27-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT C55
 S19-1-03-E40-N1
 SOUTHWEST HOLDROOM C55

CC#: LEVEL 02

DATE: 11/08/22



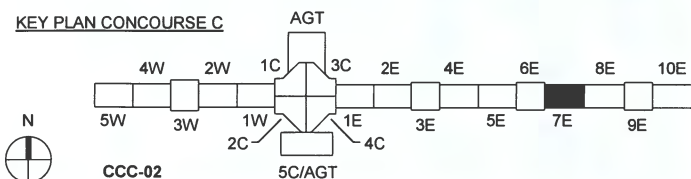
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

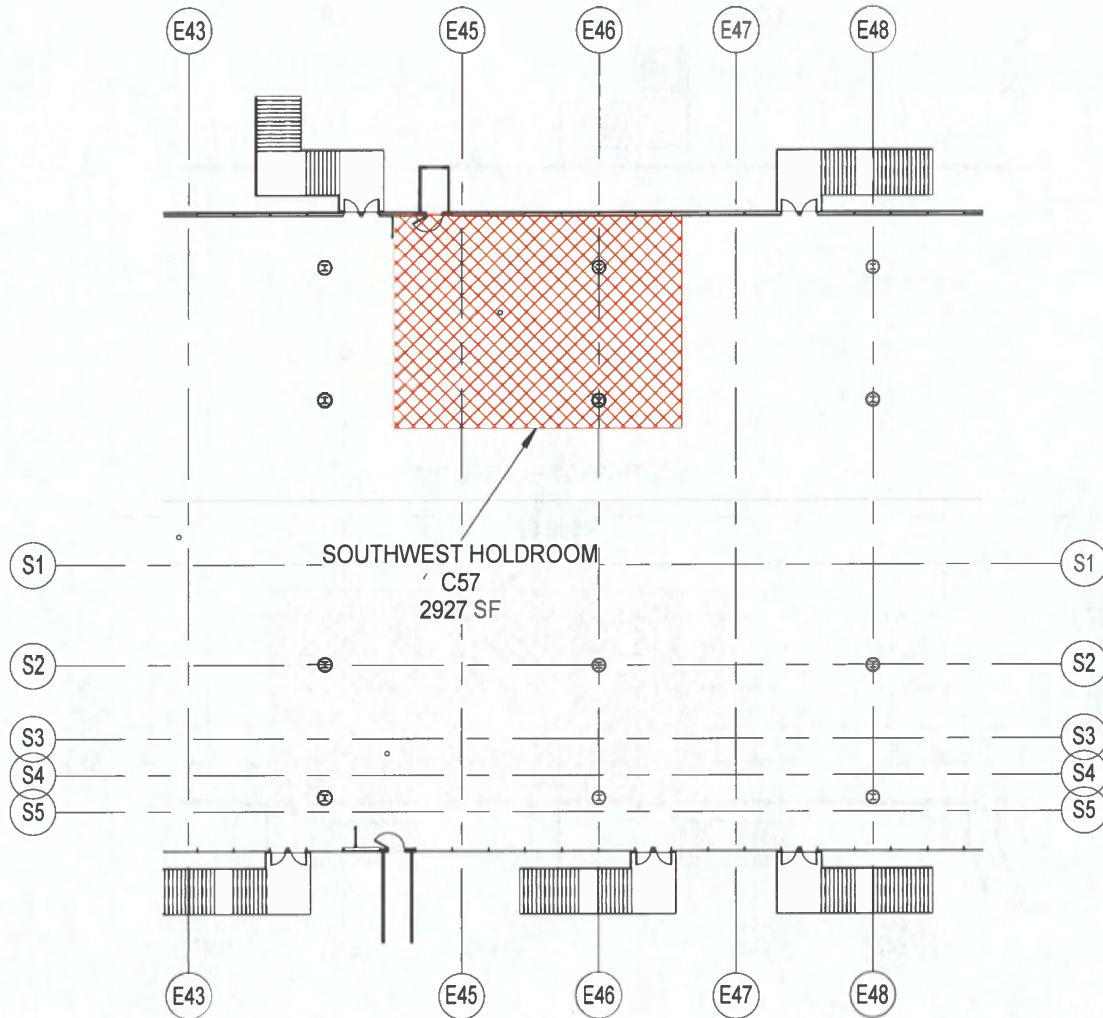


DENVER INTERNATIONAL AIRPORT

EXHIBIT C56
S19-1-03-E41-S5
SOUTHWEST HOLDROOM C56

CC#: LEVEL 02

DATE: 11/08/22



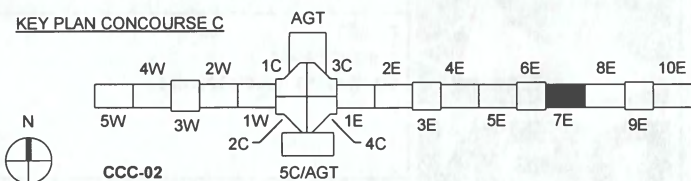
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

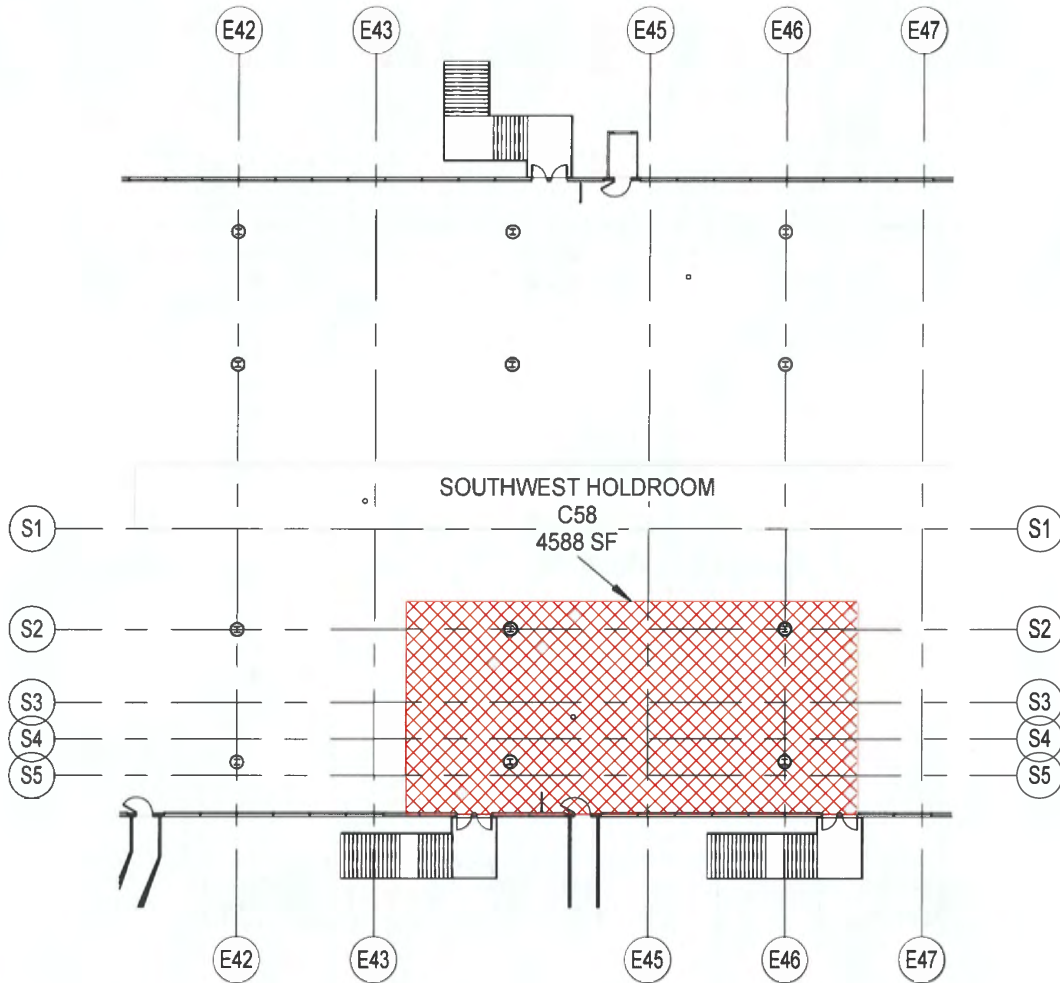


DENVER INTERNATIONAL AIRPORT

EXHIBIT C57
S19-1-03-E45-N1
SOUTHWEST HOLDROOM C57

CC#: LEVEL 02

DATE: 11/08/22



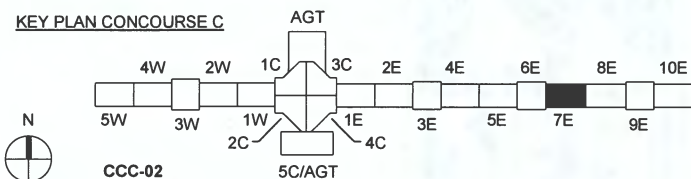
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

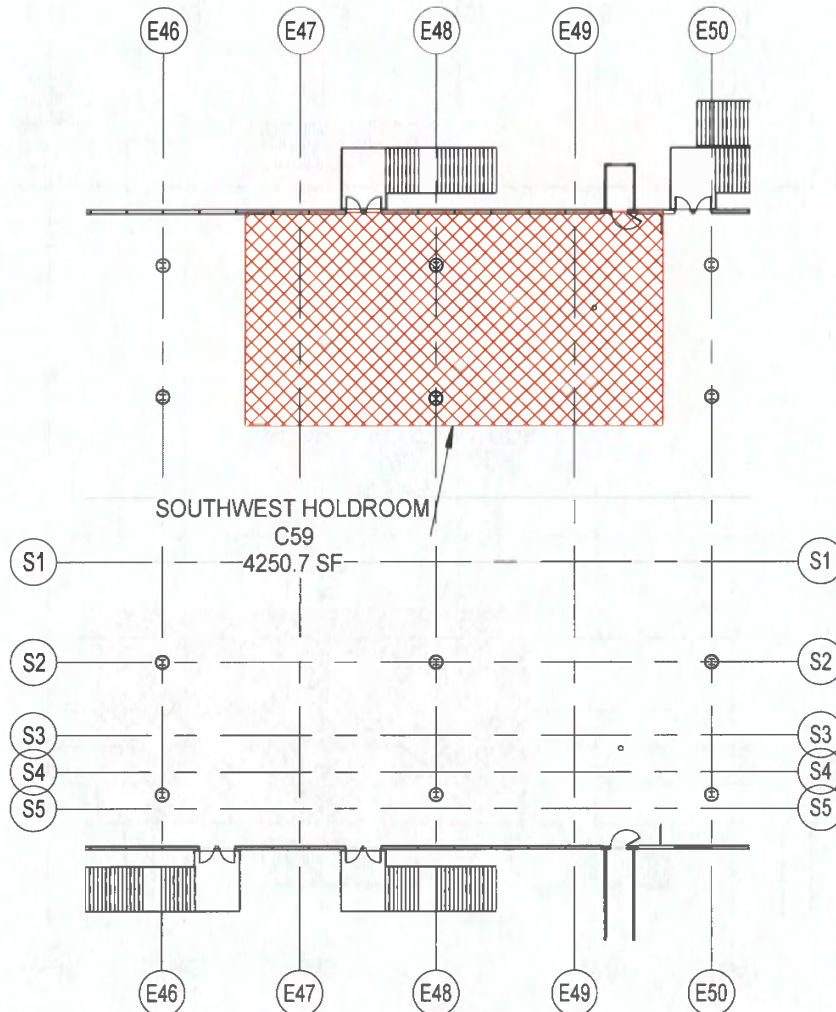


DENVER INTERNATIONAL AIRPORT

EXHIBIT C58
S19-1-03-E45-S5
SOUTHWEST HOLDROOM C58

CC#: LEVEL 02

DATE: 11/08/22



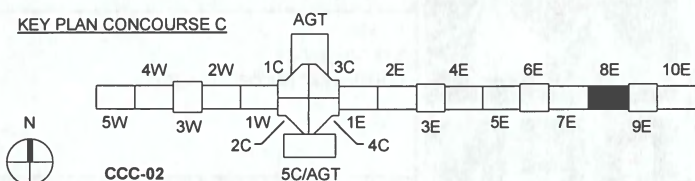
SCALE: 1" = 40'-0"

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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

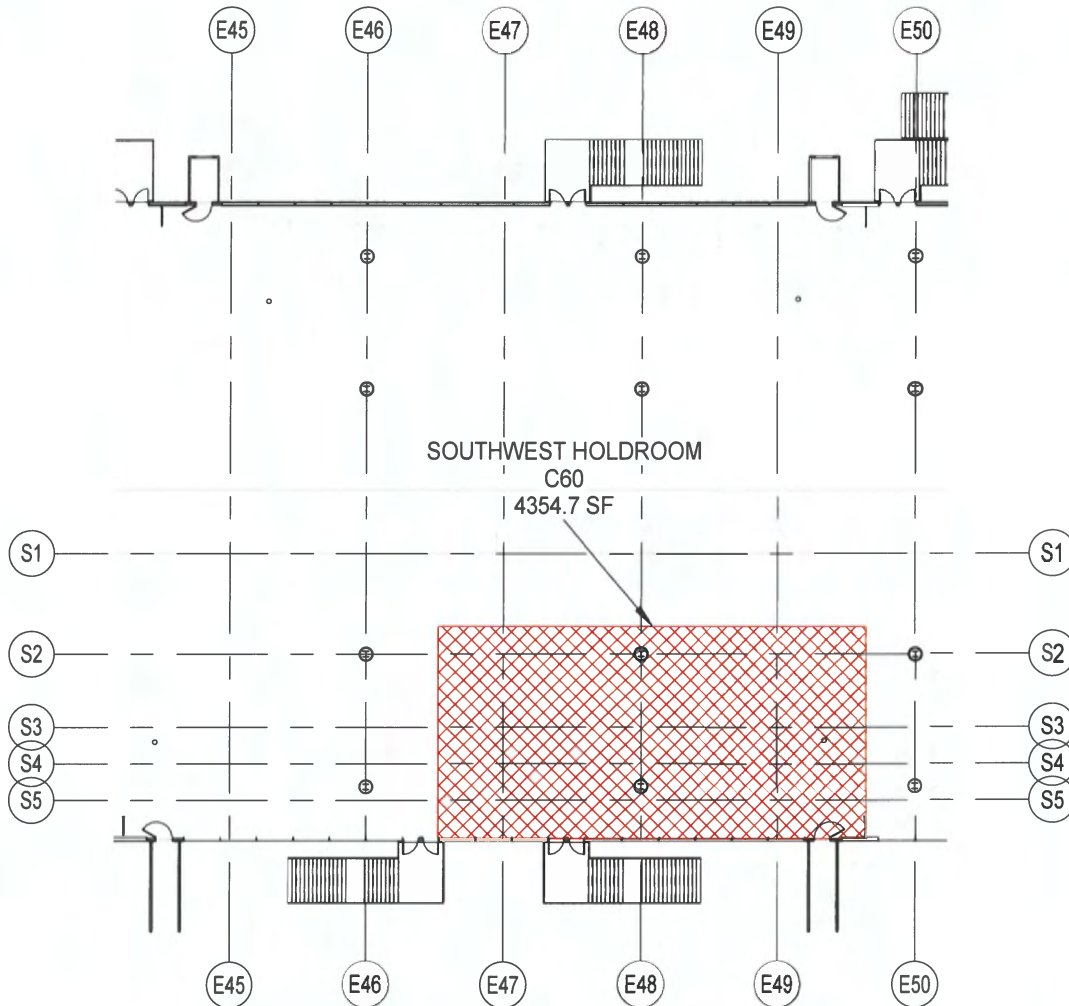


DENVER INTERNATIONAL AIRPORT

EXHIBIT C59
S19-1-03-E47-N1
SOUTHWEST HOLDROOM C59

CC#: LEVEL 02

DATE: 11/08/22



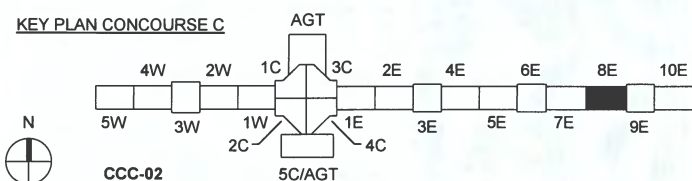
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

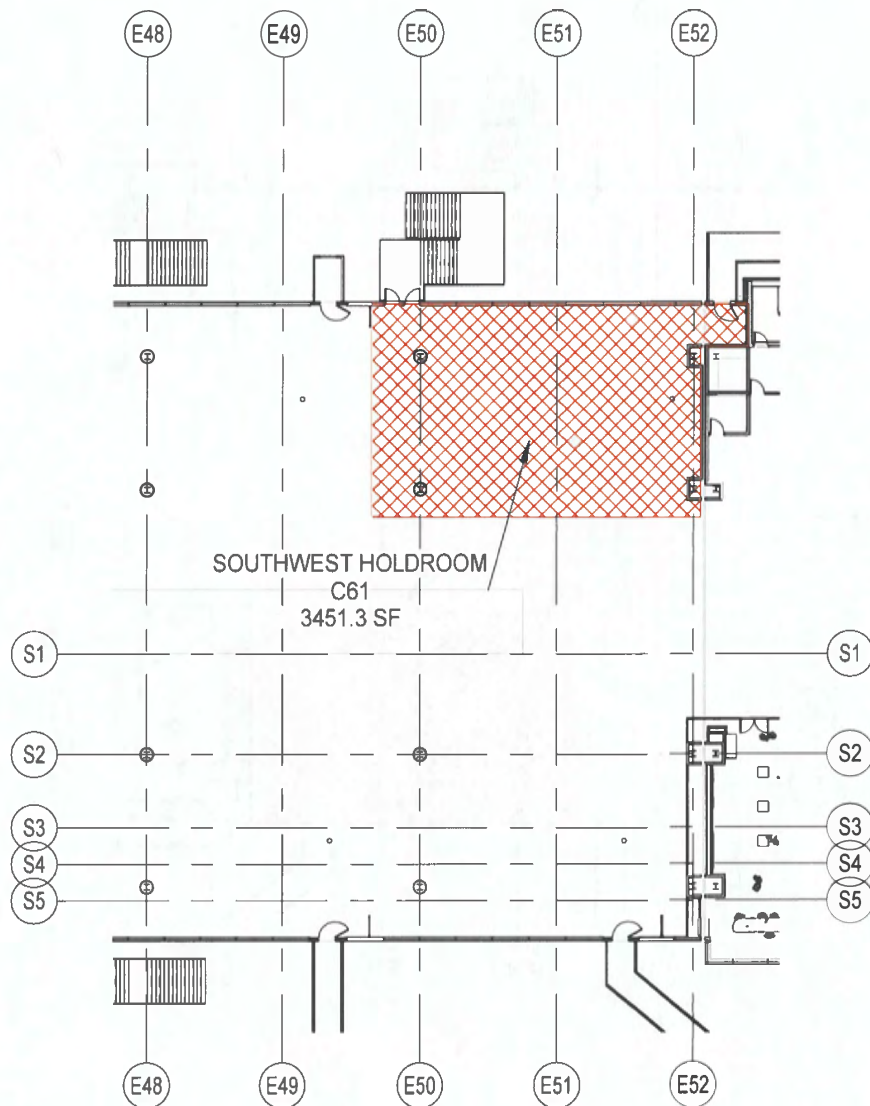


DENVER INTERNATIONAL AIRPORT

EXHIBIT C60
S19-1-03-E47-S5
SOUTHWEST HOLDROOM C60

CC#: LEVEL 02

DATE: 11/08/22



SOUTHWEST HOLDROOM
C61
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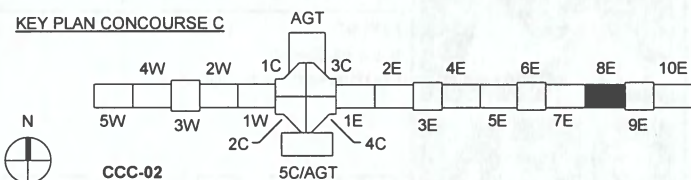
SCALE: 1" = 40'-0"

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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
20:37:15-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C

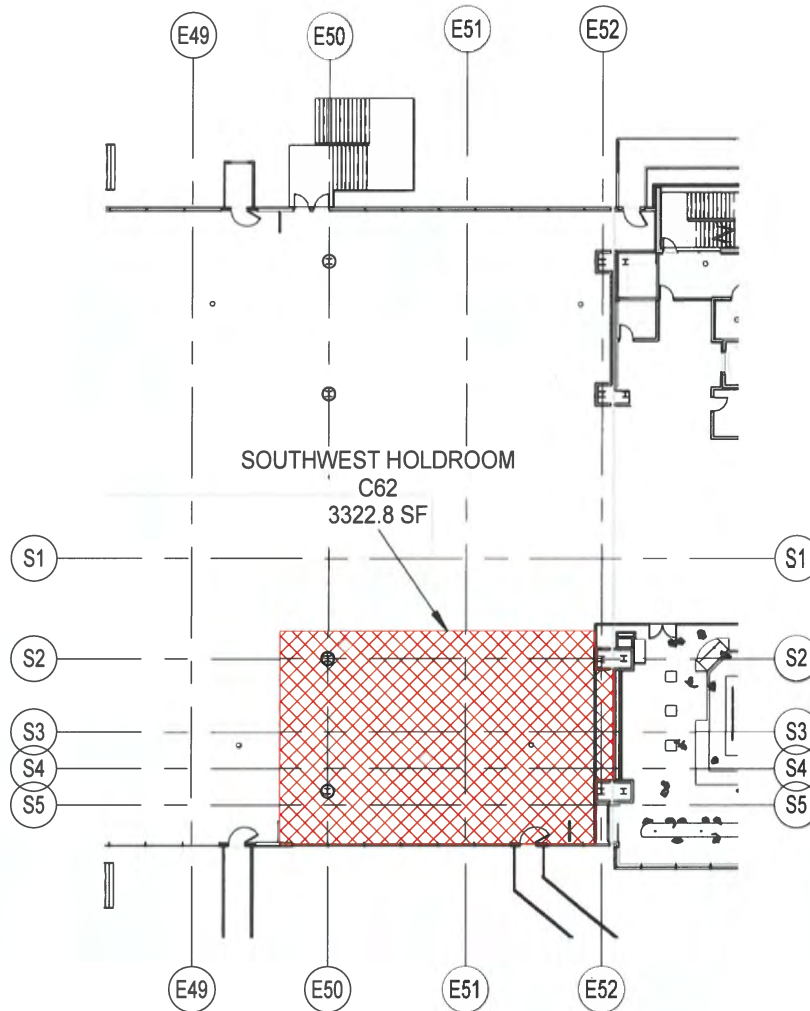


DENVER INTERNATIONAL AIRPORT

EXHIBIT C61
S19-1-03-E50-N1
SOUTHWEST HOLDROOM C61

CC#: LEVEL 02

DATE: 11/08/22



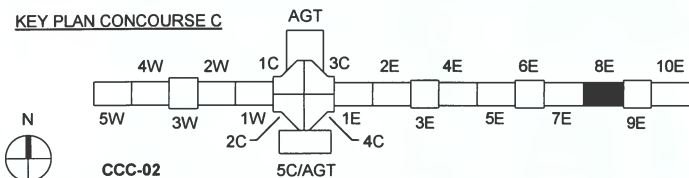
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

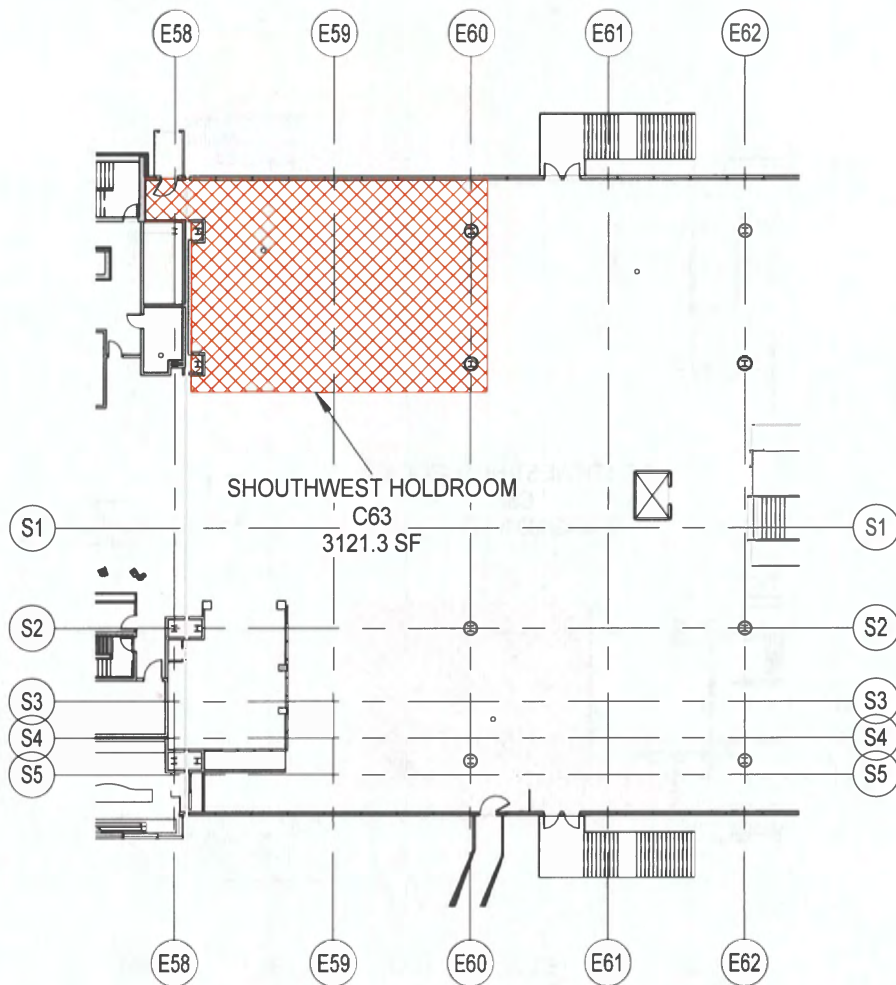


DENVER INTERNATIONAL AIRPORT

EXHIBIT C62
S19-1-03-E50-S5
SOUTHWEST HOLDROOM C62

CC#: LEVEL 02

DATE: 11/08/22



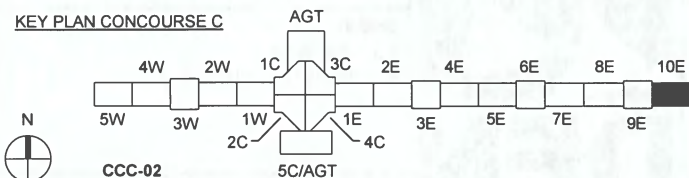
SCALE: 1" = 40'-0"

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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

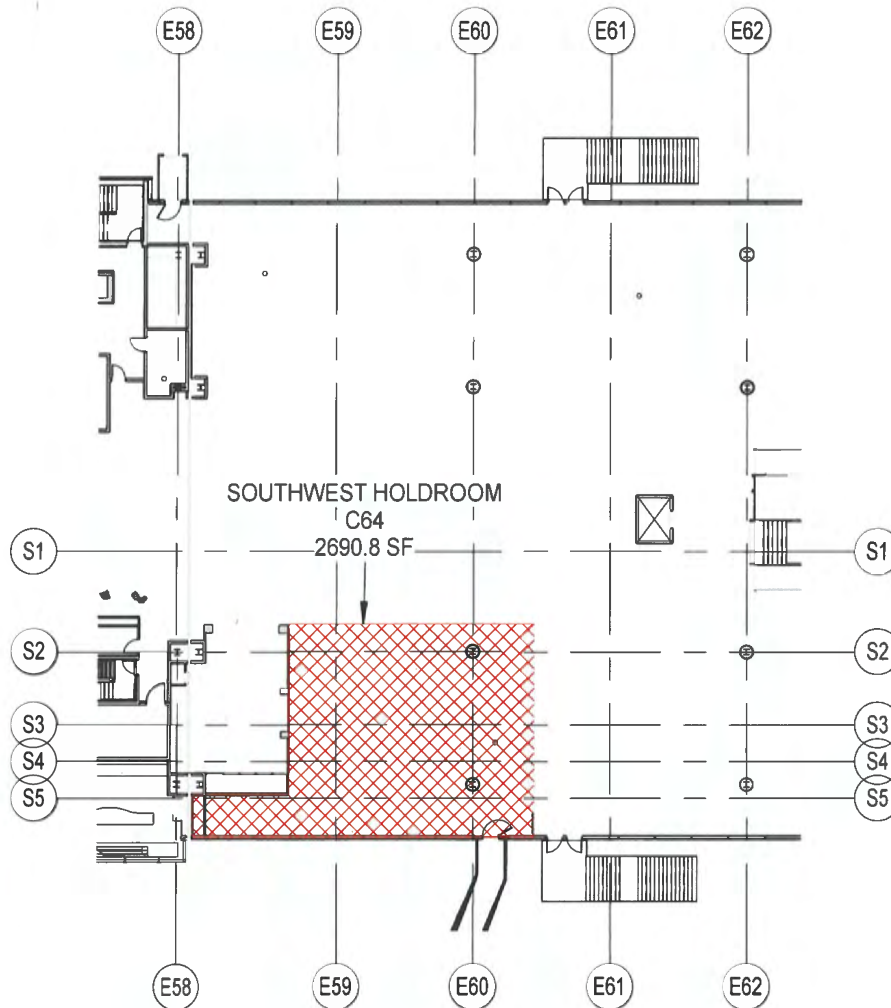


DENVER INTERNATIONAL AIRPORT

EXHIBIT C63
S19-1-03-E59-N1
SOUTHWEST HOLDROOM C63

CC#: LEVEL 02

DATE: 11/08/22



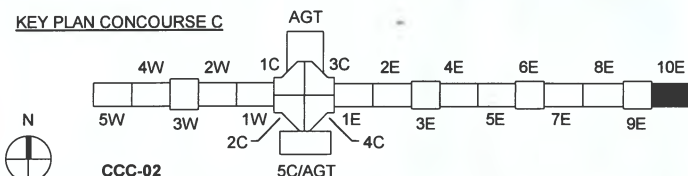
SCALE: 1" = 40'-0"

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

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

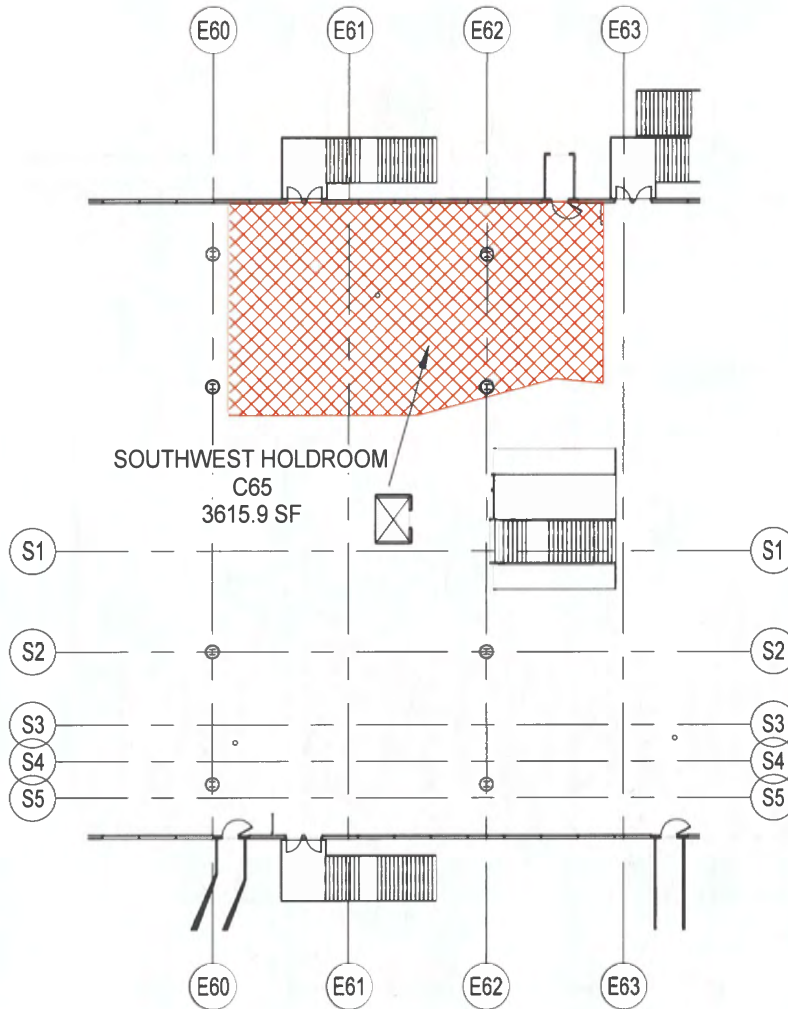


DENVER INTERNATIONAL AIRPORT

EXHIBIT C64
S19-1-03-E59-S5
SOUTHWEST HOLDROOM C64

CC#: LEVEL 02

DATE: 11/08/22



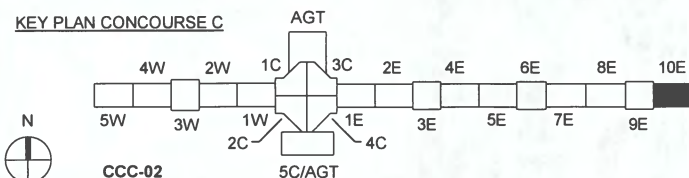
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

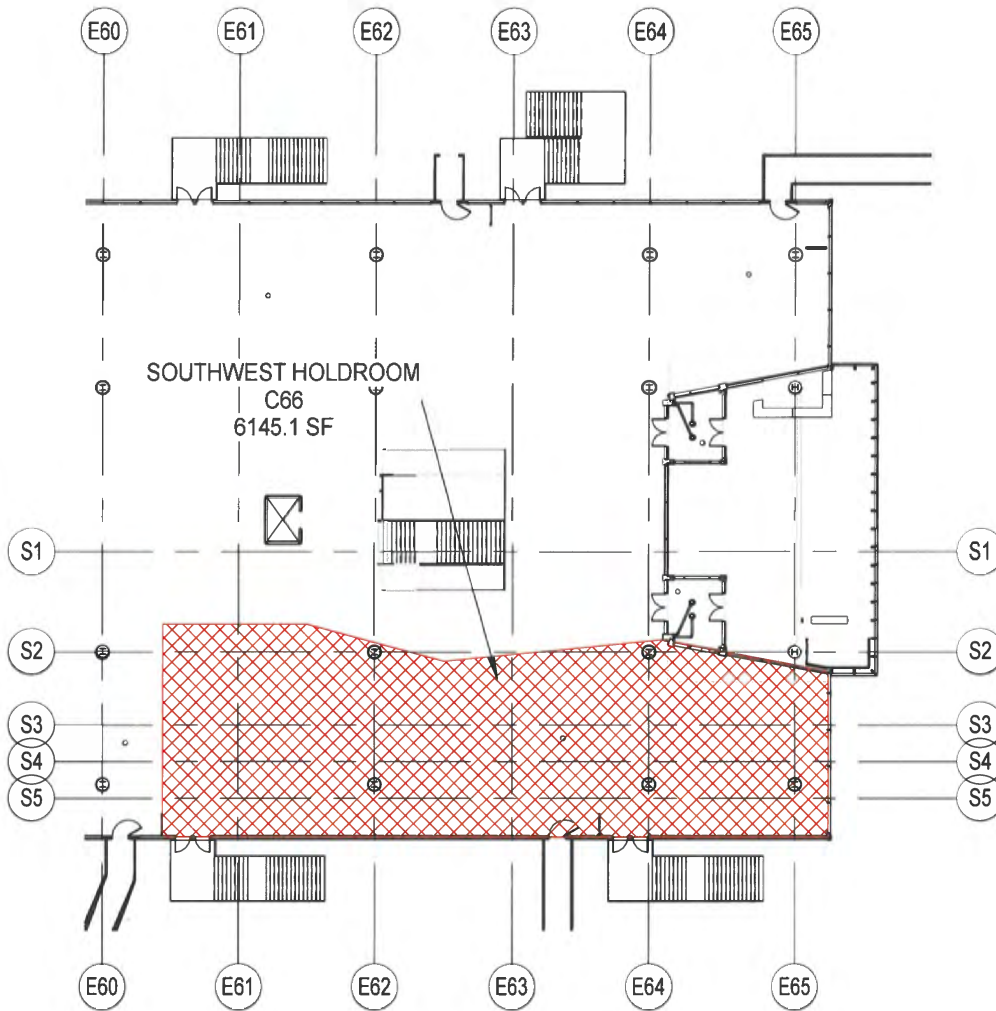


DENVER INTERNATIONAL AIRPORT

EXHIBIT C65
S19-1-03-E61-N1
SOUTHWEST HOLDROOM C65

CC#: LEVEL 02

DATE: 11/08/22



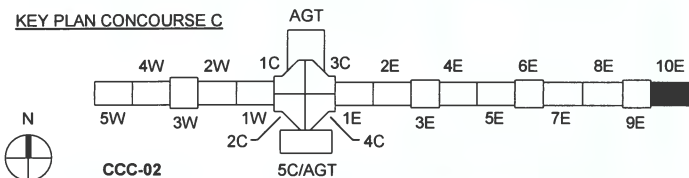
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Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

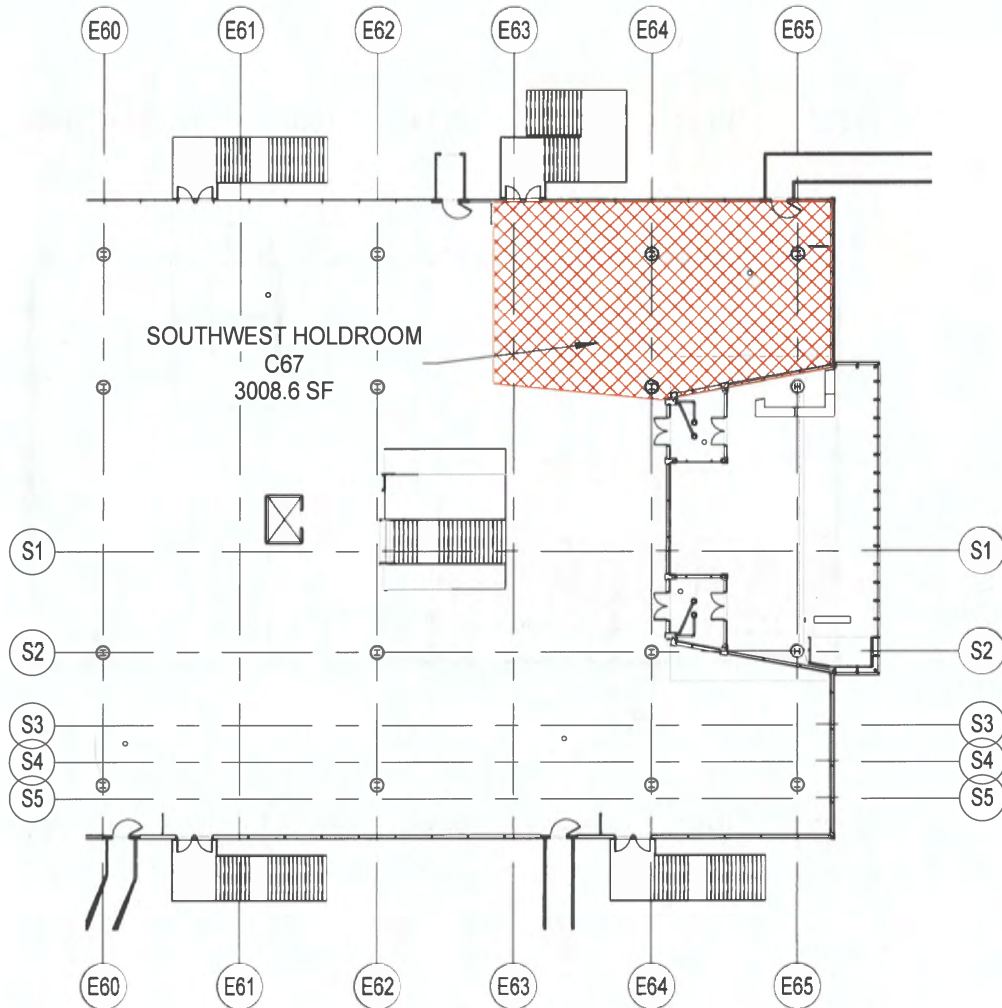


DENVER INTERNATIONAL AIRPORT

EXHIBIT C66
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SOUTHWEST HOLDROOM C66

CC#: LEVEL 02

DATE: 11/08/22



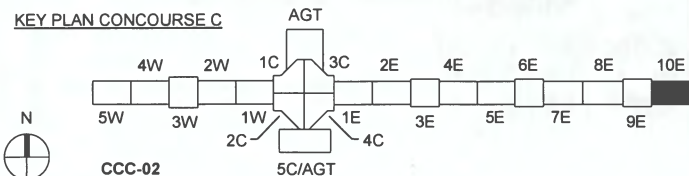
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Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C



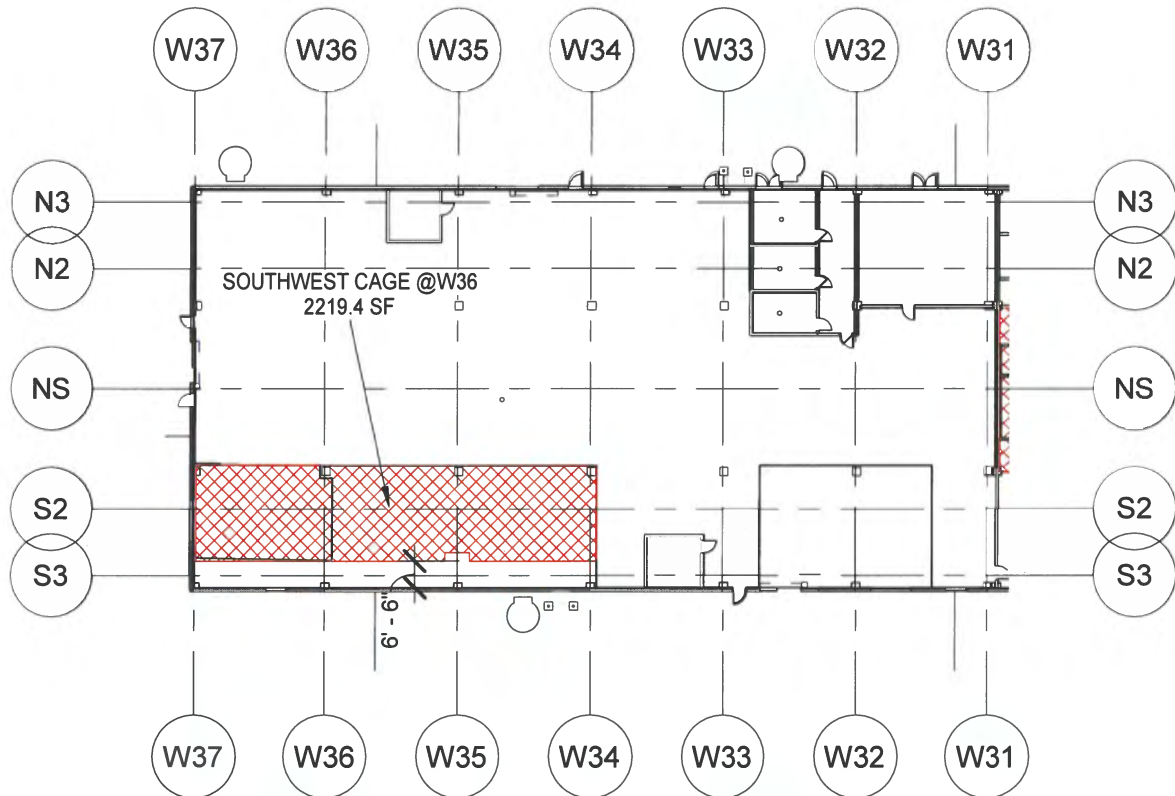
DENVER INTERNATIONAL AIRPORT

EXHIBIT C67
S19-1-03-E63-N1
SOUTHWEST HOLDROOM C67

CC#: LEVEL 02

DATE: 11/08/22

NTF



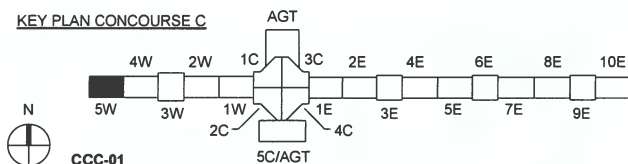
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini S. Rohini Saxena
Date: 2025.03.27
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KEY PLAN CONOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT A
R19-1-2-W37-S3
SOUTHWEST AIRLINES CAGE @W36

CC#: LEVEL 01

DATE: 8/26/2024

NTF



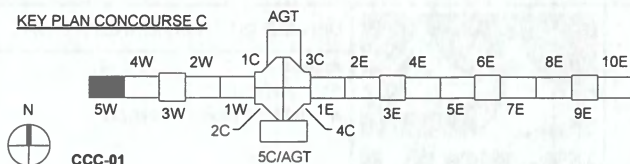
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Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT B
R19-1-2-W37-S3
SOUTHWEST AIRLINES CAGE @W32

CC#: LEVEL 01

DATE: 8/26/2024

CCON NTF



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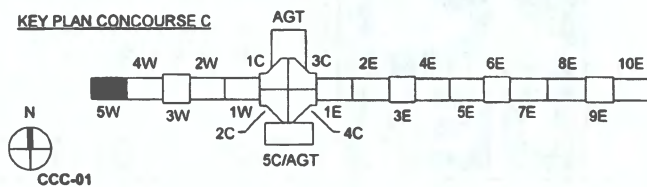
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Rohini S.

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT

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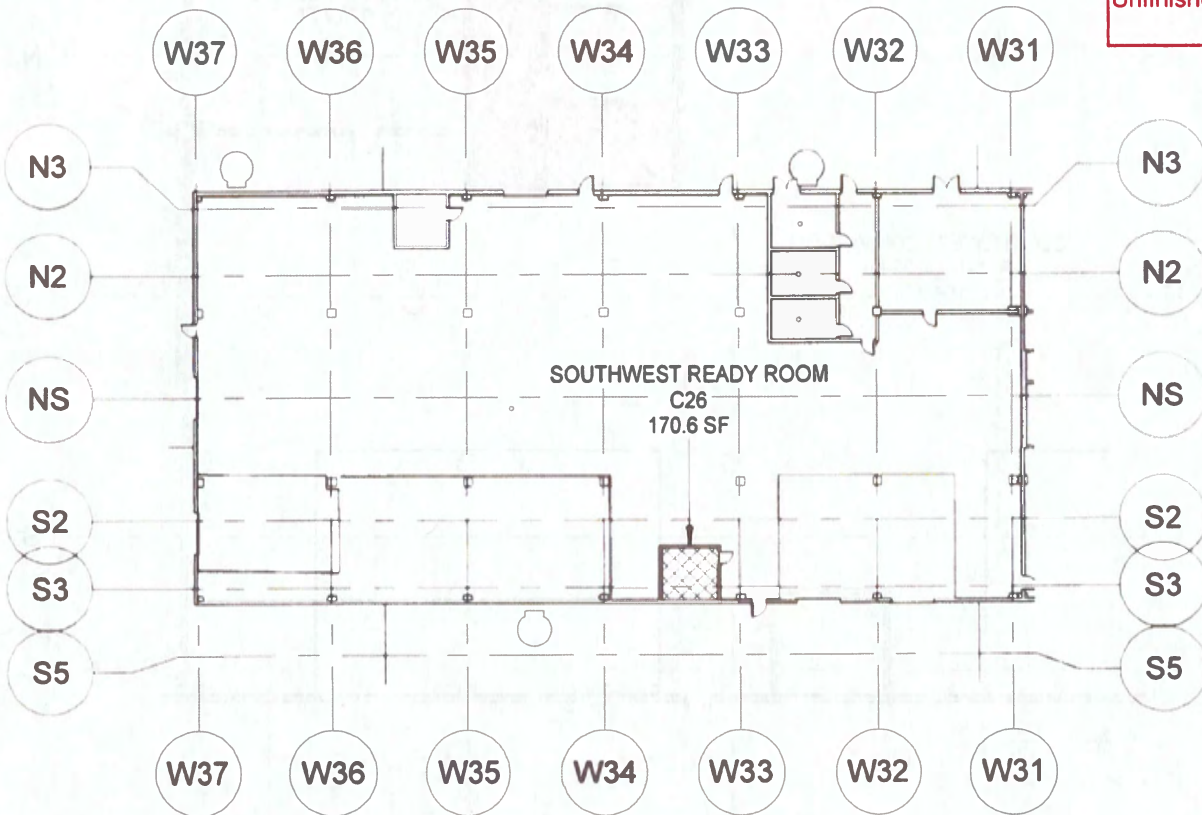
SOUTHWEST READY ROOM C27

CC#8: LEVEL 01

DATE: 05/13/24

CCON NTF

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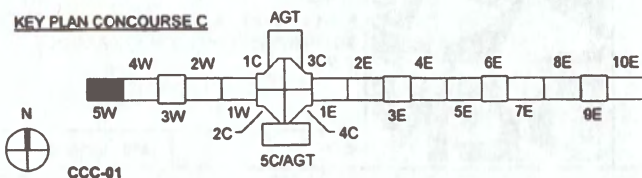
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Rohini Saksena
Date: 2025.03.27
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KEY PLAN CONCOURSE C

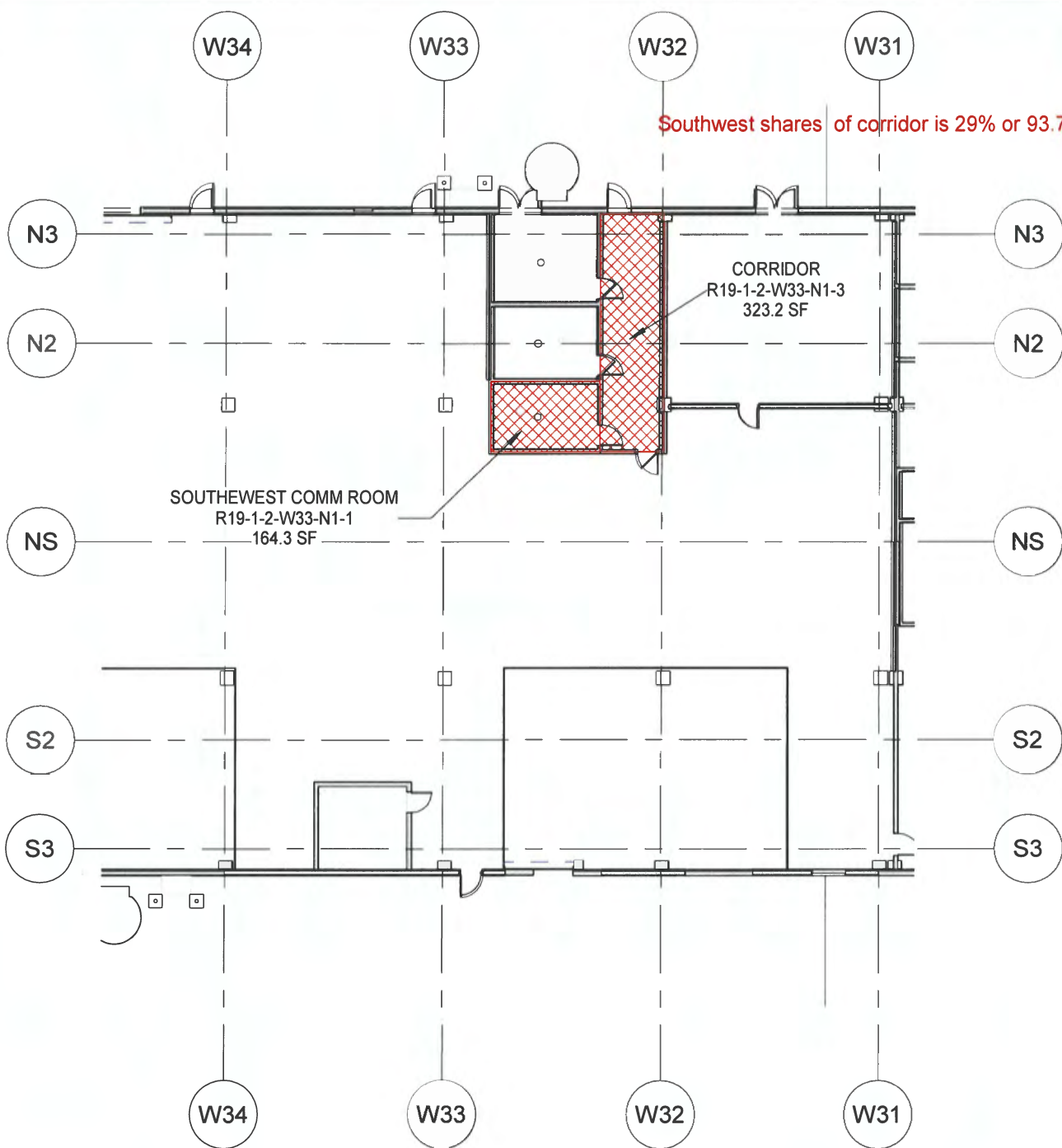


DENVER INTERNATIONAL AIRPORT

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R19-1-2-W34-S3
SOUTHWEST READY ROOM C26

CC#: LEVEL 01

DATE: 05/13/24



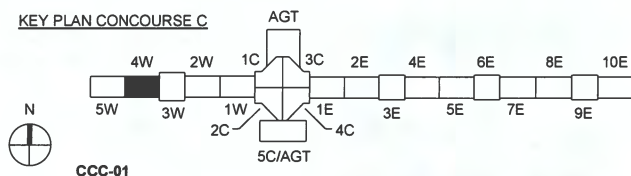
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Rohini Saksena
Date: 2025.03.27
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DEN Planning and Design

KEY PLAN CONCOURSE C

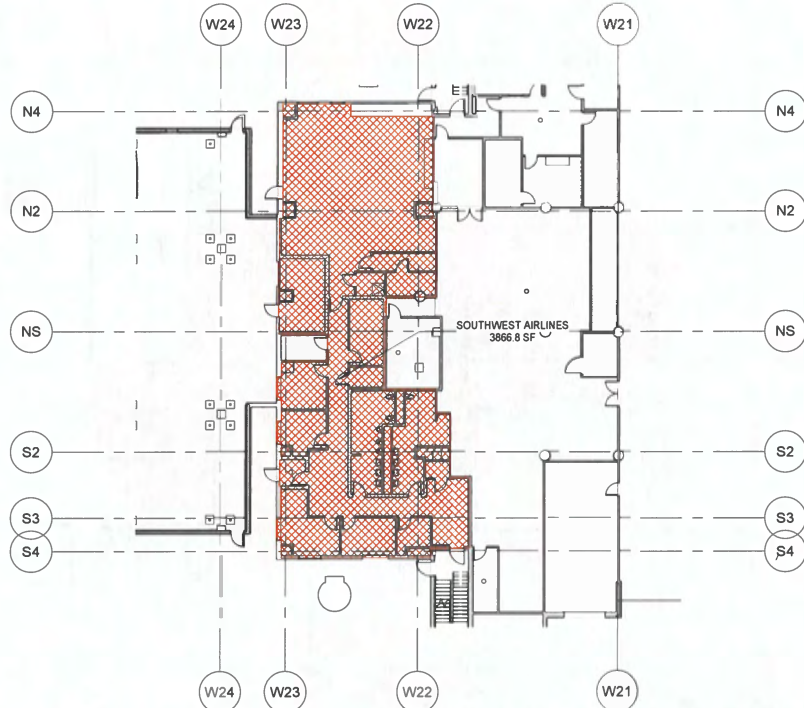


DENVER INTERNATIONAL AIRPORT

EXHIBIT A
R19-1-2-W33-N1-1 & R19-1-2-W33-N1-3
SOUTHWEST COMM ROOM & CORRIDOR
@W33

CC#: C

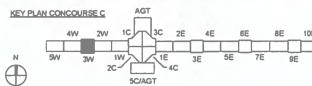
DATE: 08/26/24



CCON NTF 653.0 sf

Digitally signed by
Rohini Saksena
Date: 2025.03.27
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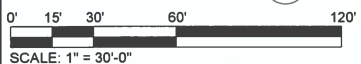
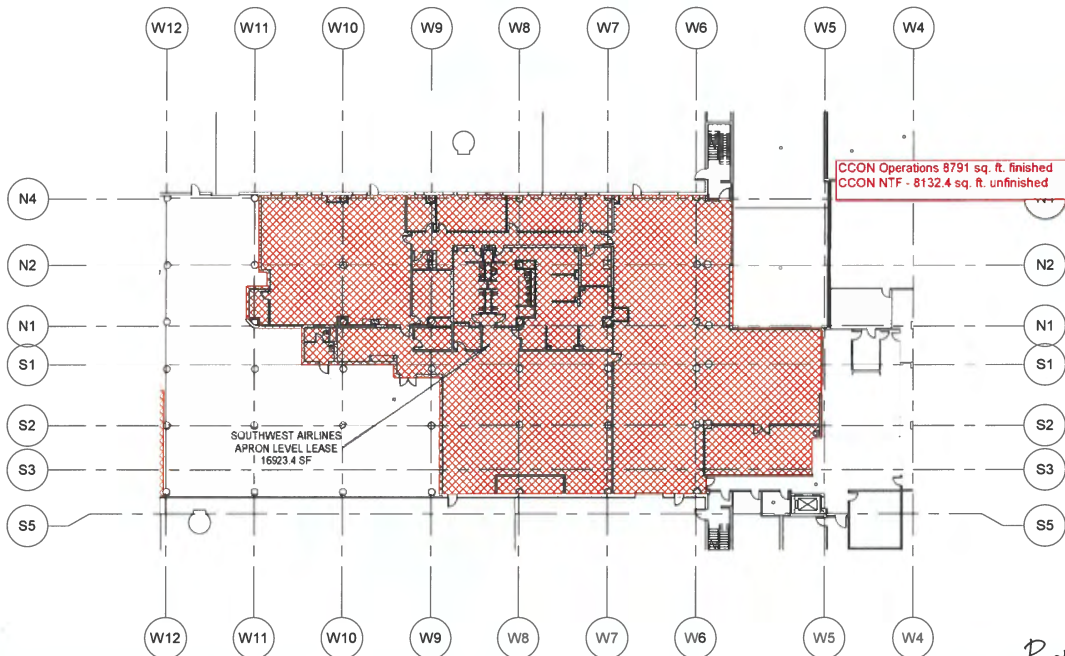
EXHIBIT C

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CCC-01 SOUTHWEST AIRLINES LEASE

CCC-01 C

DATE: 06/10/24

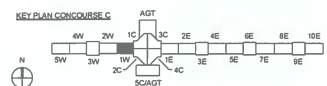


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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

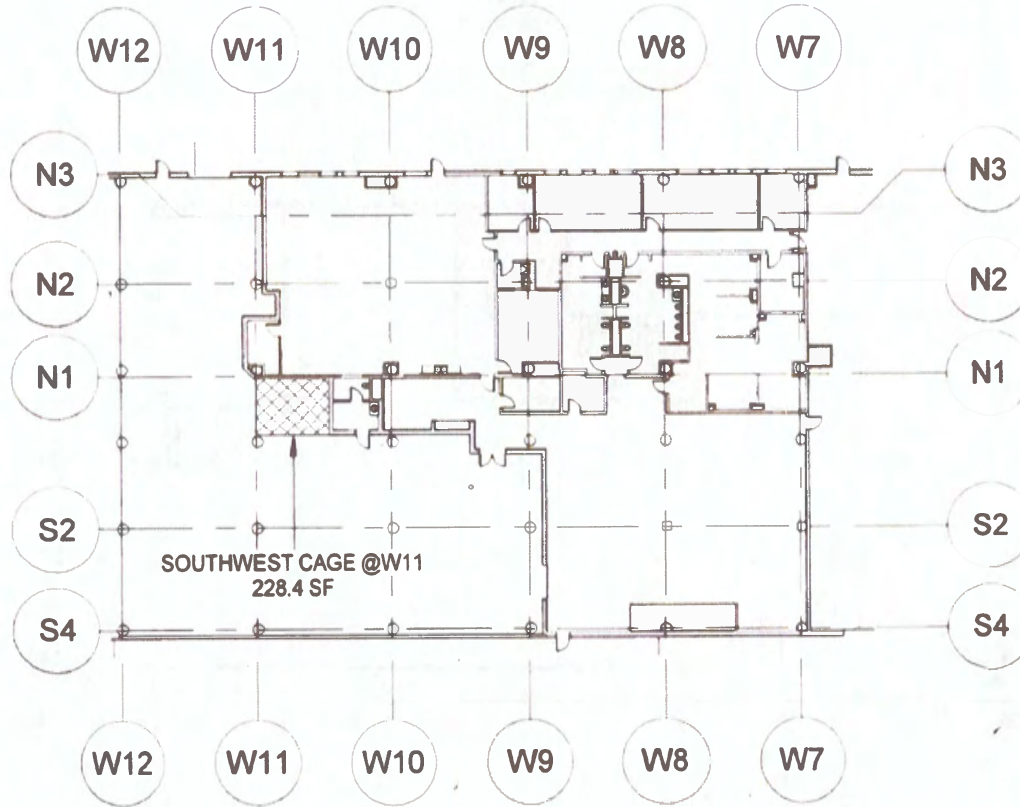
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Rohini Saksena
Date: 2025.03.27
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DENVER INTERNATIONAL AIRPORT	
EXHIBIT	D
819-1-1-95-54-1	
SOUTHWEST AIRLINES APRON LEVEL LEASE SPACE	
CCC-01	C
DATE:	08/09/24

CCON NTF



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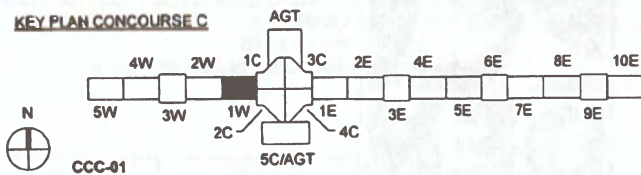
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Rohini S. Digitally signed by
Rohini Saksena
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KEY PLAN CONCOURSE C



CCC-01



DENVER INTERNATIONAL AIRPORT

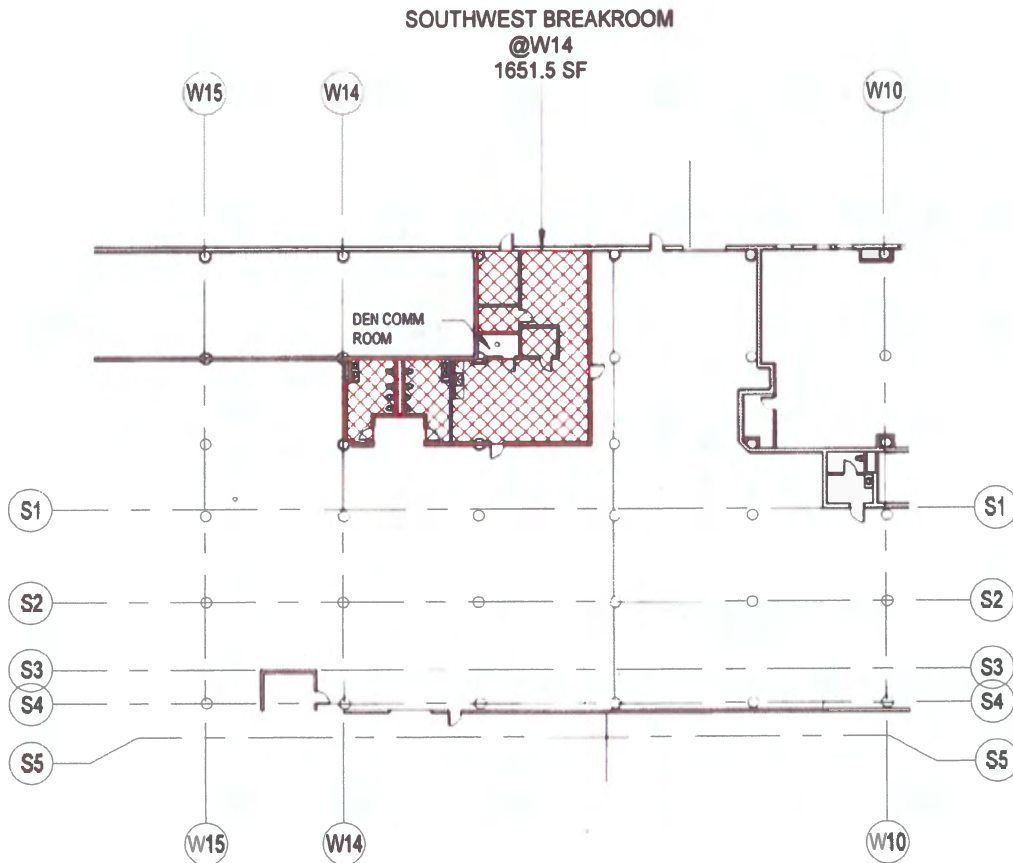
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R19-1-2-W11-N1
SOUTHWEST CAGE @W11

CC#: LEVEL 01

DATE: 06/20/24

CCON NTF

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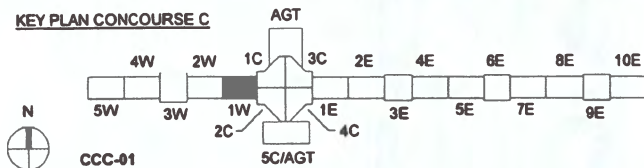
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Rohini S. Digitally signed by
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Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONOURSE C



DENVER INTERNATIONAL AIRPORT

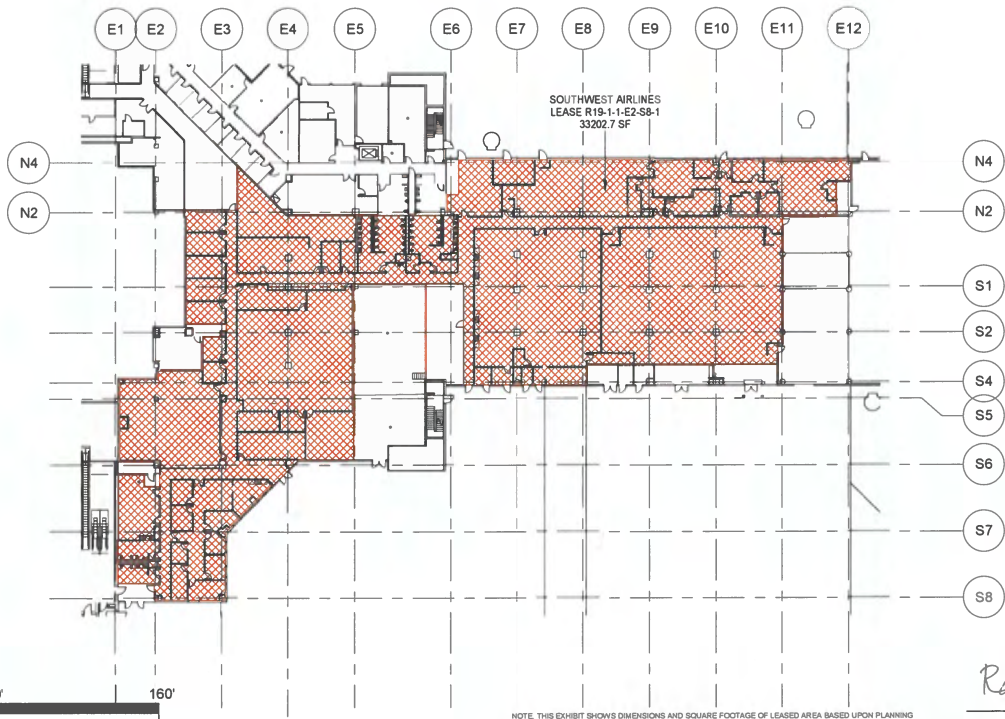
EXHIBIT

R19-1-2-W14-S1

SOUTHWEST BREAKROOM @W14

CC#: LEVEL 01

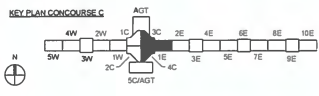
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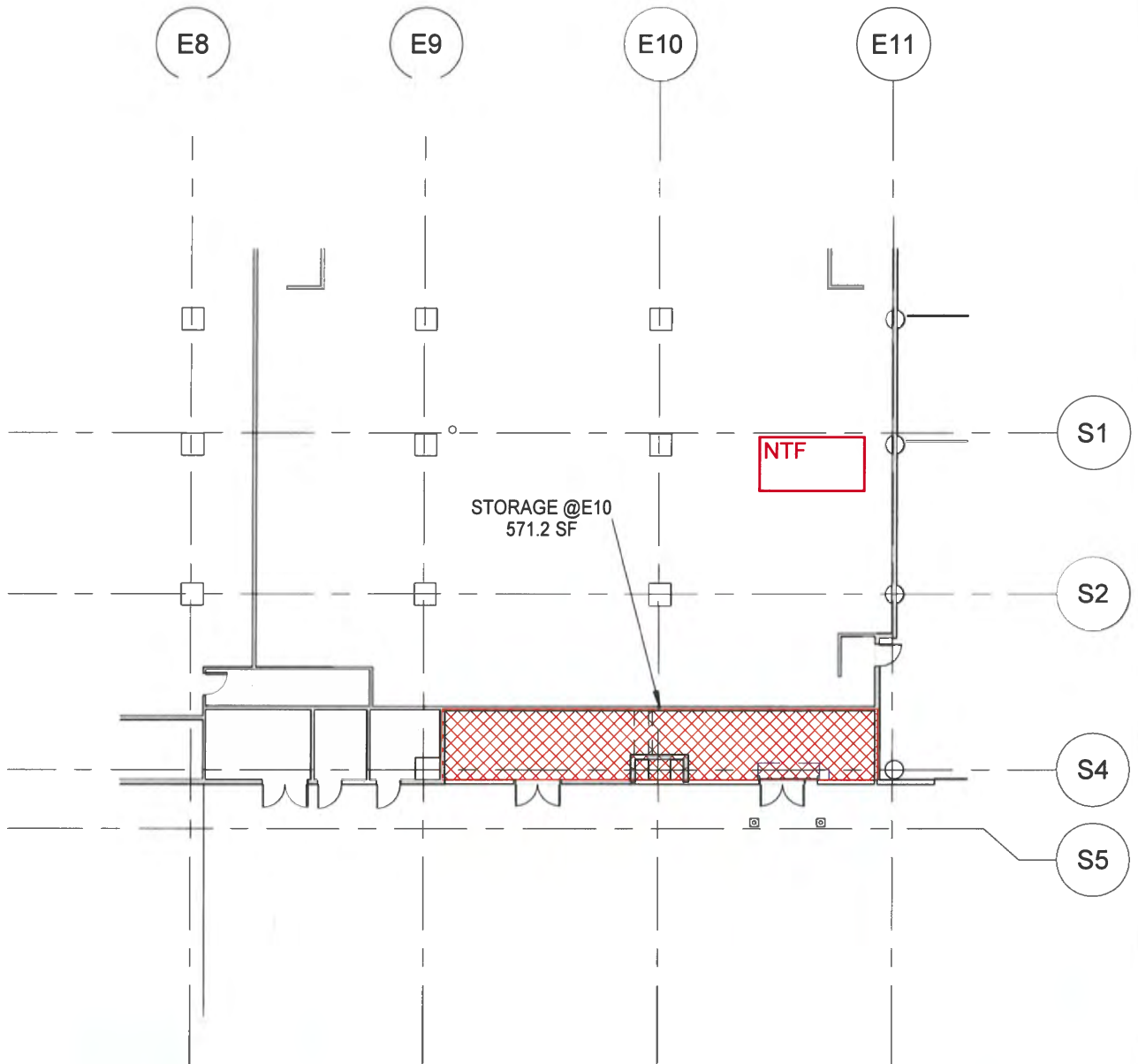
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DEN Planning and Design

NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING
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DENVER INTERNATIONAL AIRPORT		
EXHIBIT	0	
R19-1-1-E2-S8-1		
SOUTHWEST AIRLINES LEASE		
CCC-01	LEVEL 01	DATE: 03/26/2024



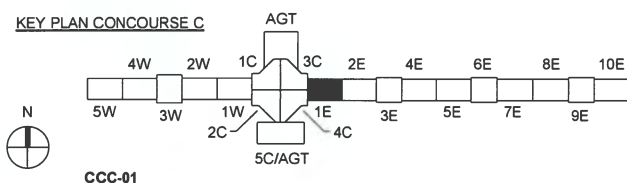
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Digitally signed by
Rohini S. Rohini Saksena
 Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C



CCC-01

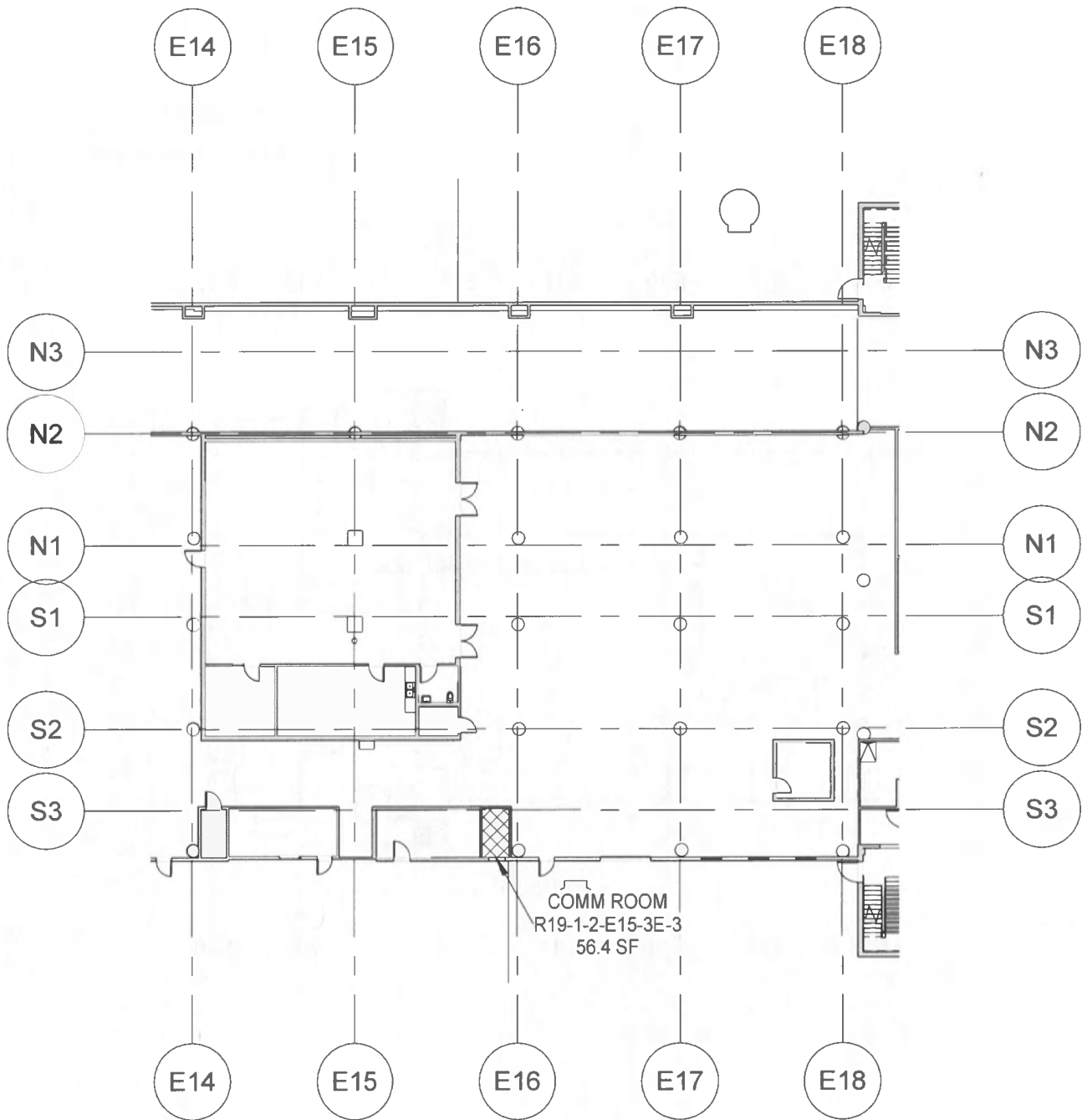


DENVER INTERNATIONAL AIRPORT

EXHIBIT G
 R19-1-1-E10-S4-1
 STOTAGE @ E10

CC#: LEVEL 01

DATE: 08/26/24



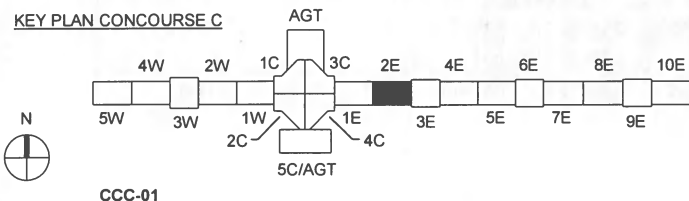
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Digitally signed by
Rohini Saksena
Date: 2025.03.26
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KEY PLAN CONCOURSE C



CCC-01



DENVER INTERNATIONAL AIRPORT

EXHIBIT D
R19-1-2-E16-3S-3
SOUTHWEST SPACE@E16

CC#: C

DATE: 2/19/2025

CCON NTF



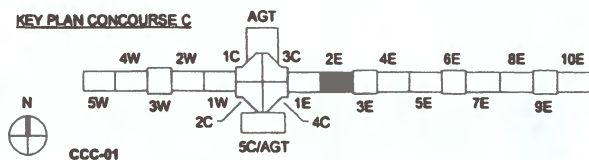
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NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

Digitally signed by
Rohini Saksena
Date: 2025.03.26
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KEY PLAN CONCOURSE C



CCC-01

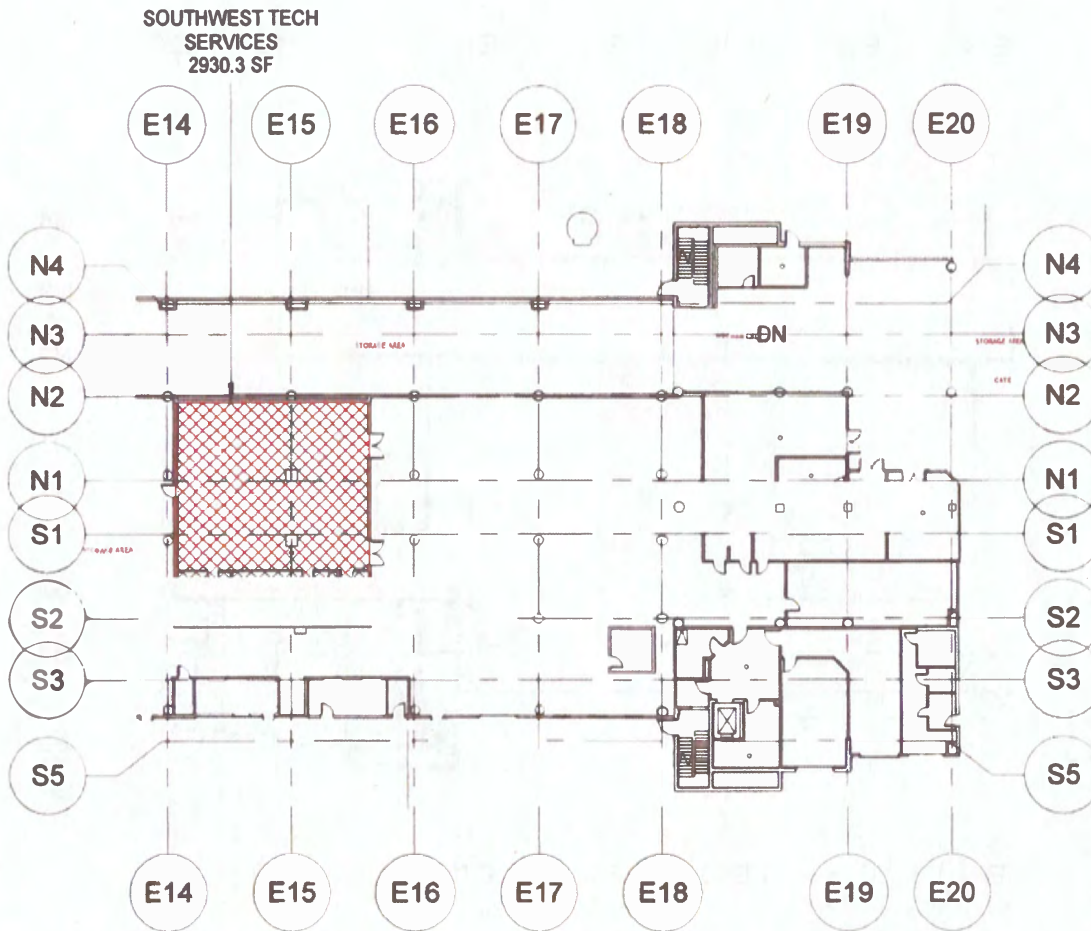


DENVER INTERNATIONAL AIRPORT

EXHIBIT
R19-1-2-E17-S3
SOUTHWEST CARGO ROOM

CC#: LEVEL 01

DATE: 05/13/24



SCALE: 1" = 40'-0"

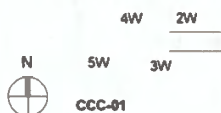
NOTE: THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY, IT IS THE RESPONSIBILITY OF THE LEASEE AND DESIGNERS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

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.03.26
09:44:55-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C

AGT



5W 3W

5C/AGT

4W 2W 4E 6E 8E 10E 3E 5E 7E 9E



DENVER INTERNATIONAL AIRPORT

EXHIBIT
R19-1-2-E14-S2
SOUTHWEST TECH SERVICES

CC#: LEVEL 01

DATE: 06/14/24



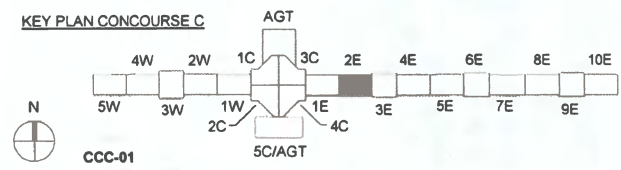
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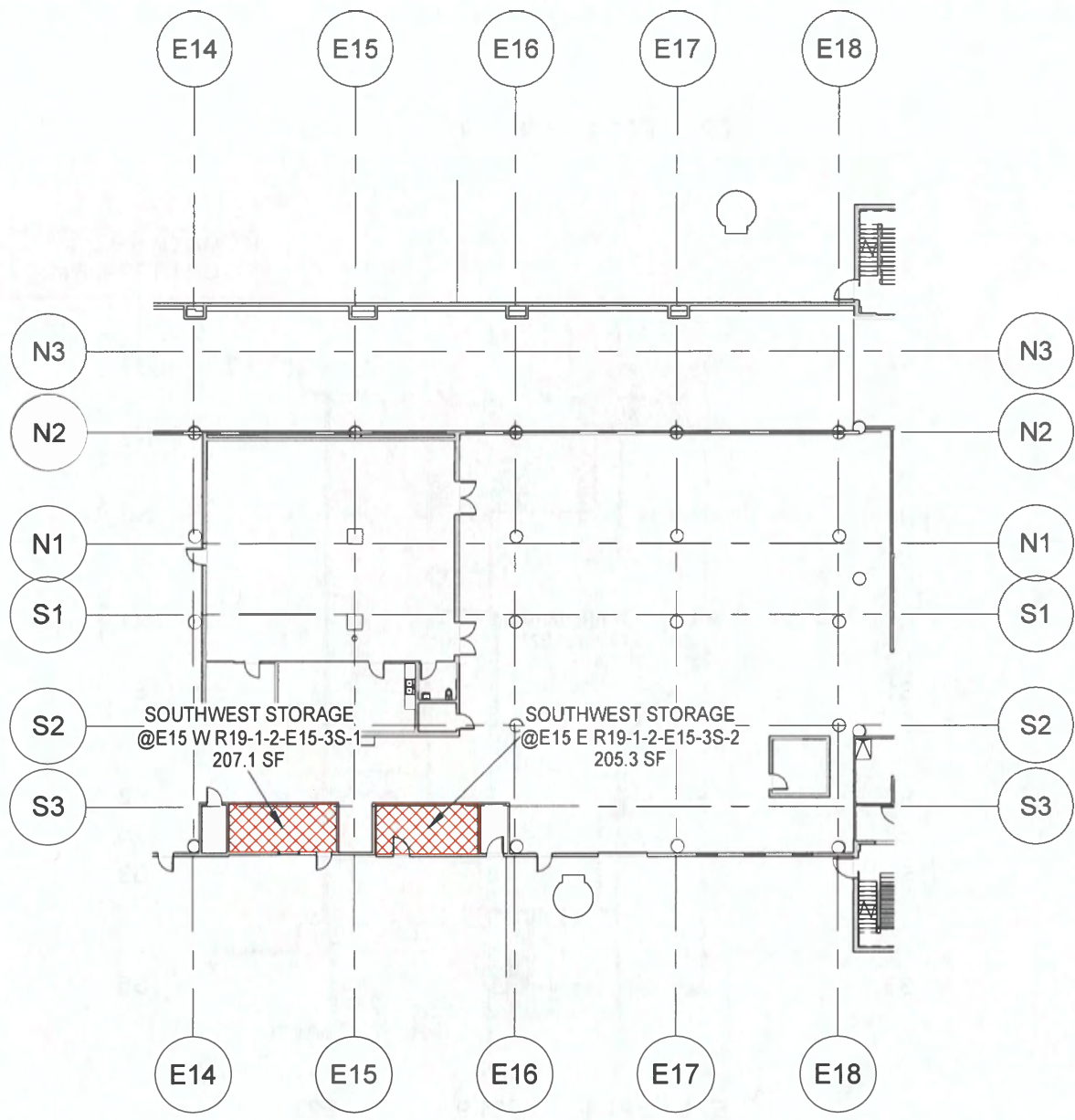
Digitally signed by
Rohini S. Rohini Saksena
 Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT	
EXHIBIT R19-1-2-E16-N1 SOUTHWEST CAGE @E16	
CC#: LEVEL 01	DATE: 05/14/24



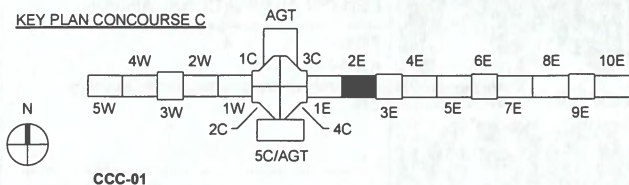
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Digitally signed
by Rohini
Saksena
Date: 2025.03.26
09:43:30-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



CCC-01

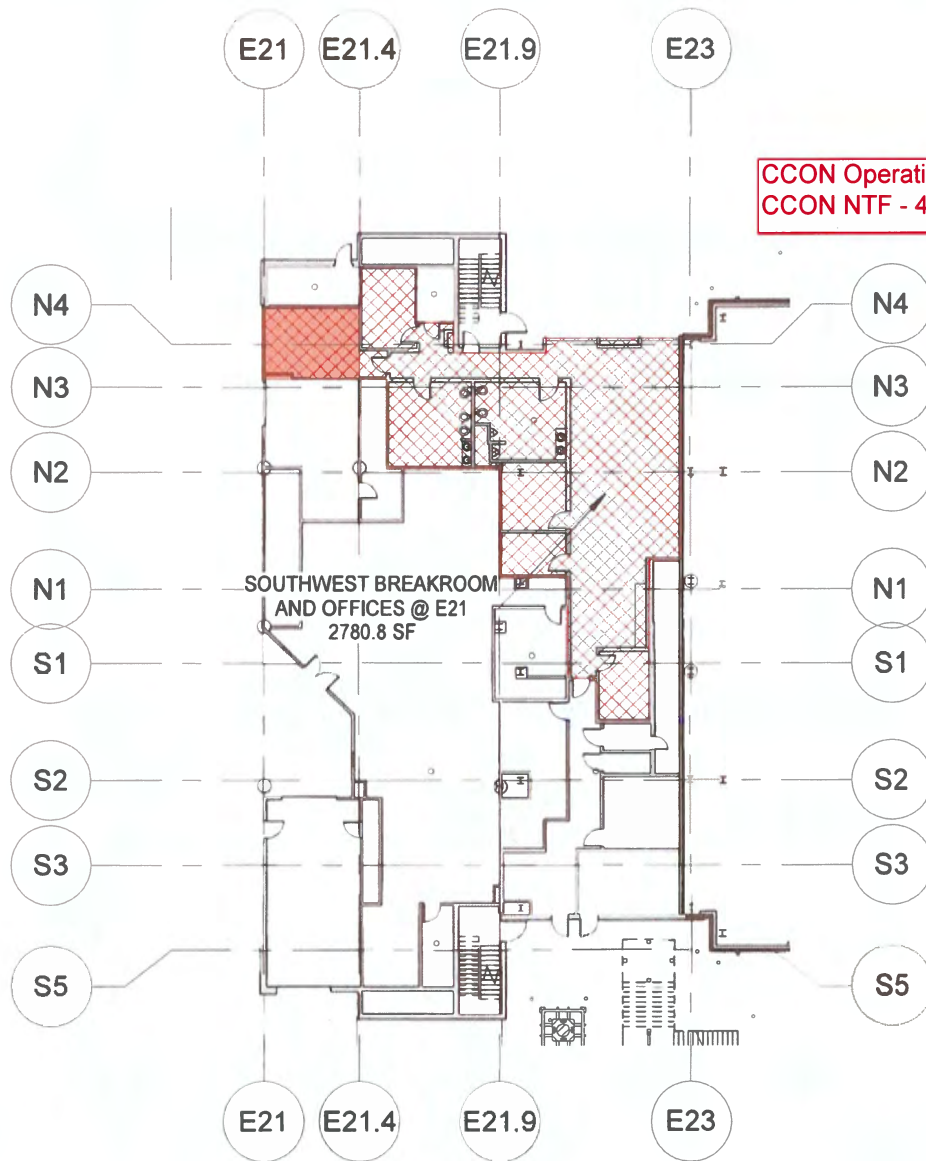


DENVER INTERNATIONAL AIRPORT

EXHIBIT A
R19-1-2-E15-3S-1& R19-1-2-E15-3S-2
SOUTHWEST STORAGE @E15

CC#: C

DATE: 08/27/24



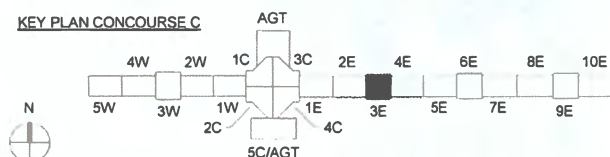
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NOTE THIS EXHIBIT SHOWS DIMENSIONS AND SQUARE FOOTAGE OF LEASED AREA BASED UPON PLANNING DATA AND IS NOT INTENDED TO DEPICT DIMENSIONS FOR CONSTRUCTION DETAILS. IT IS THE RESPONSIBILITY OF THE LEASEE TO FIELD VERIFY EXISTING CONDITIONS. ADDITIONALLY,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

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by Rohini
Saksena
Date:
2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C

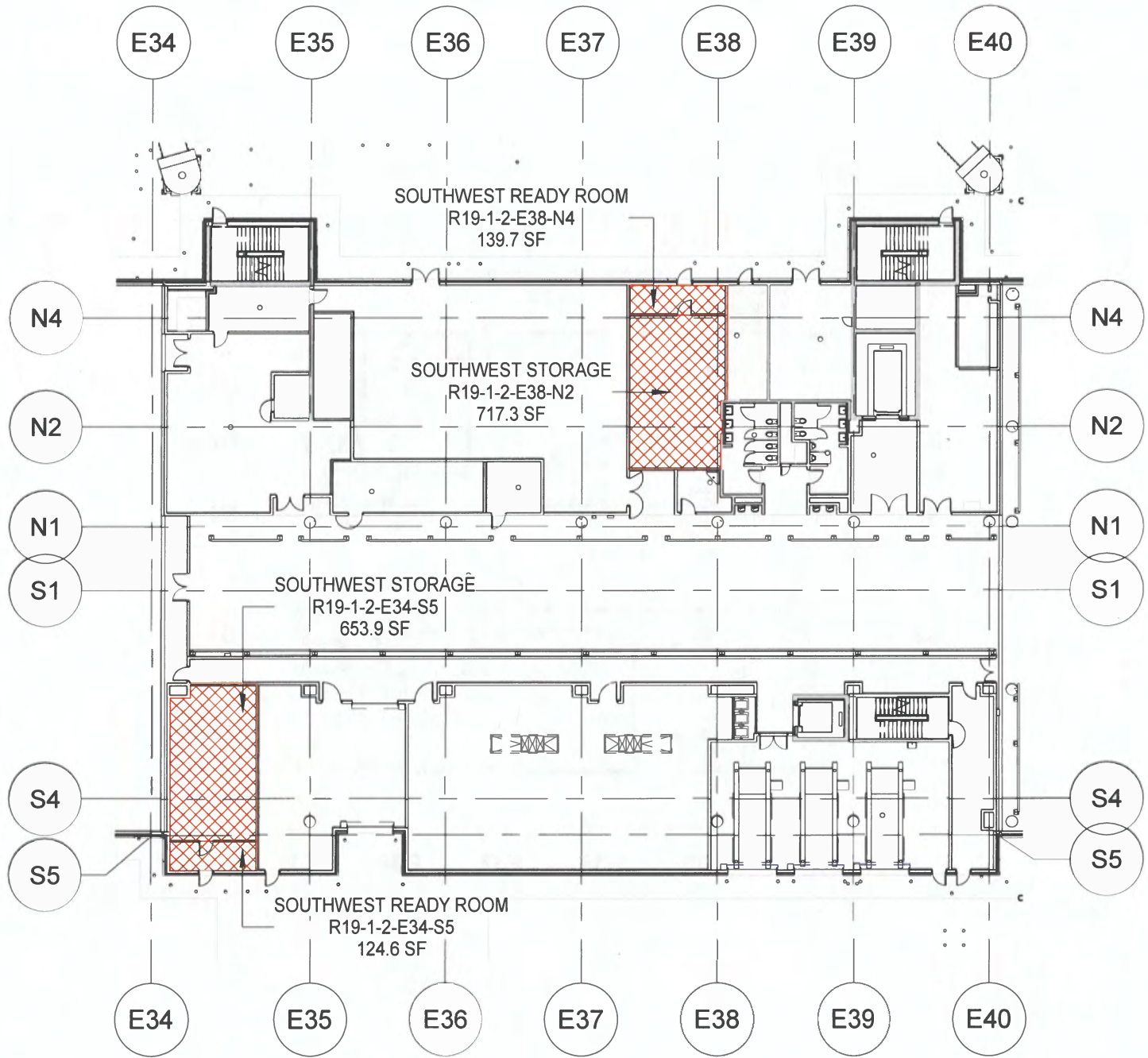


DENVER INTERNATIONAL AIRPORT

EXHIBIT A
R19-1-02-E21-N2-1
SOUTHWEST OFFICES AND BREAKROOM @
E21

CC#: C

DATE: 06/20/24



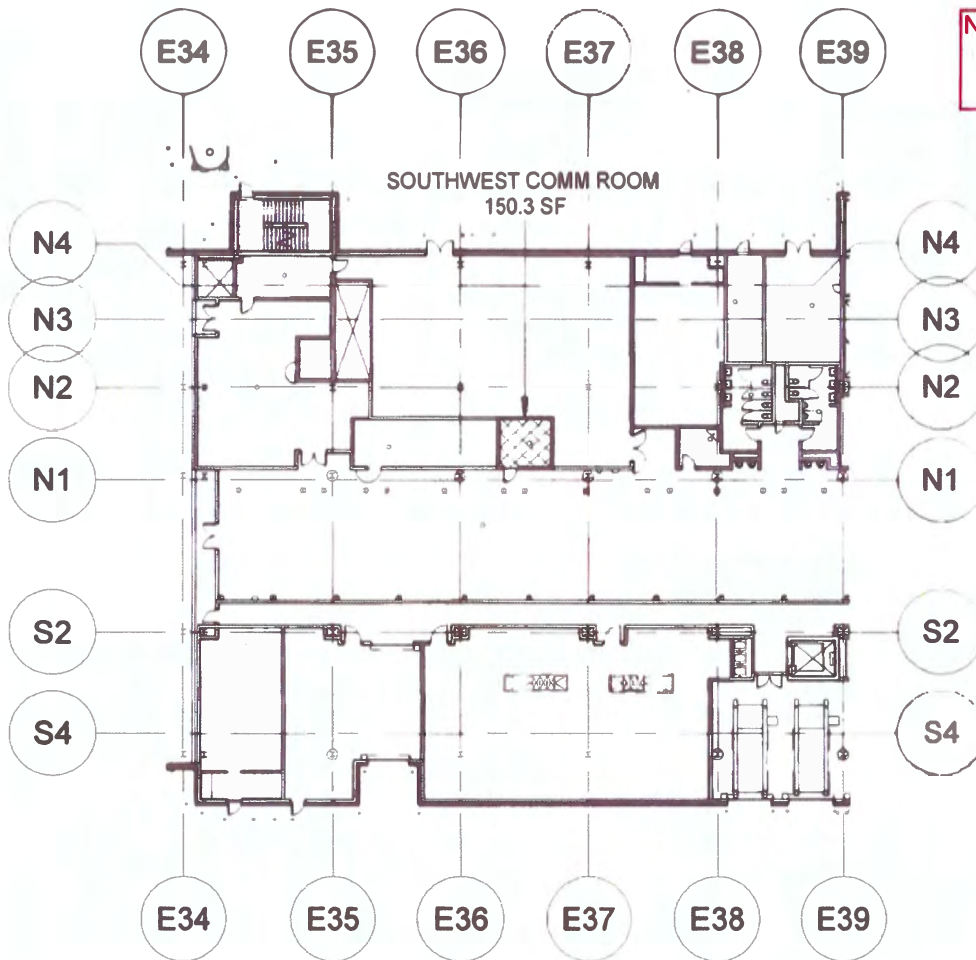
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Digitally signed by
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 Date: 2025.03.26
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DEN Planning and Design

<p>KEY PLAN CONCOURSE C</p> <p>CCC-01</p>	<div data-bbox="860 1774 1128 2026"> </div> <div data-bbox="1136 1774 1575 2026"> <p>DENVER INTERNATIONAL AIRPORT</p> <p>EXHIBIT A</p> <p>AS NOTED</p> <p>SOUTHWEST READY ROOM & STORAGE</p> <p>@E34, E38</p> <p>CC#: LEVEL 01</p> <p>DATE: 2/19/2025</p> </div>
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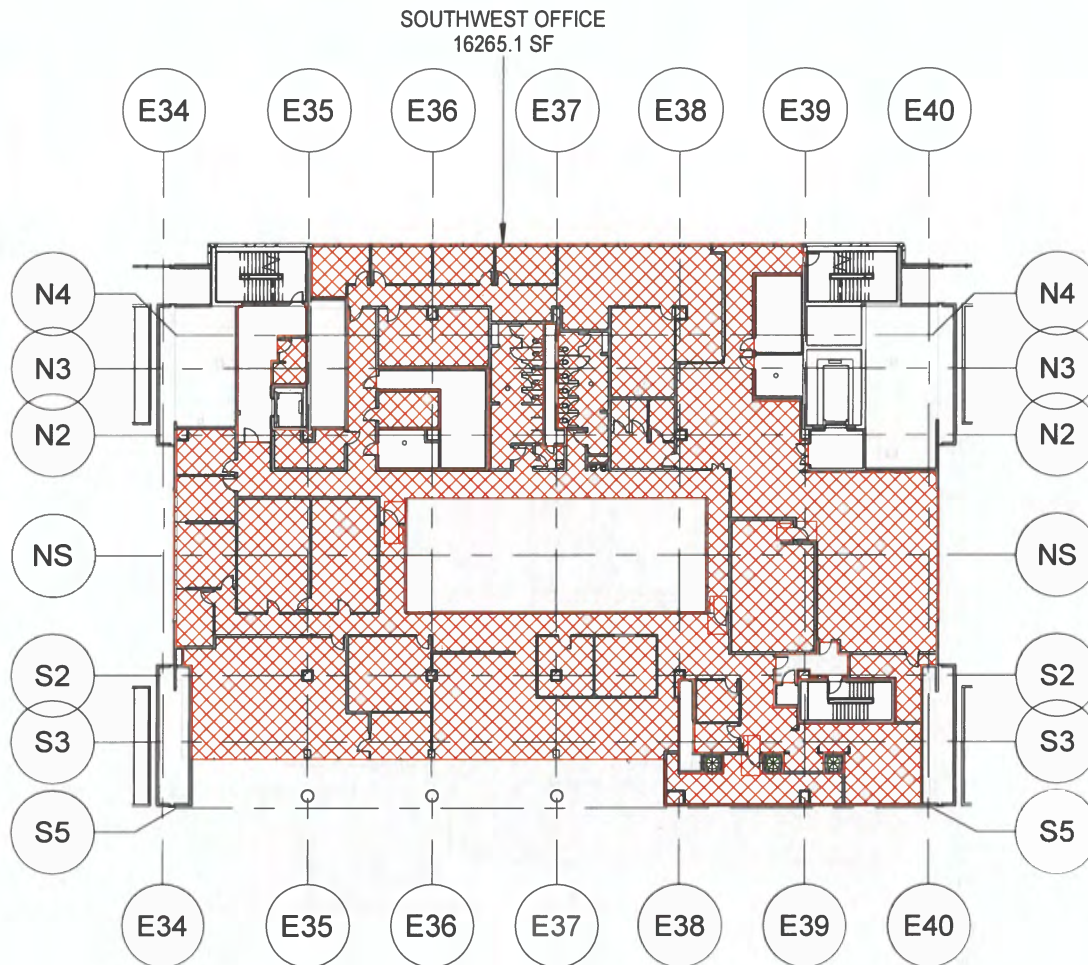
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Rohini S.
Digitally signed by
Rohini Saksena
Date: 2025.03.26
09:42:20-06'00'

DEN Planning and Design

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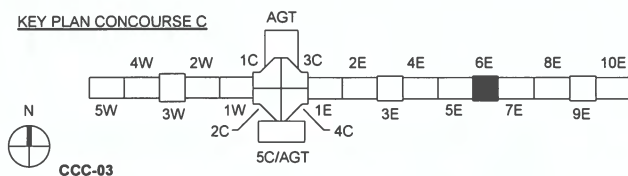
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Rohini S. Digitally signed by
Rohini Saksena
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DEN Planning and Design

KEY PLAN CONCOURSE C



CCC-03



DENVER INTERNATIONAL AIRPORT

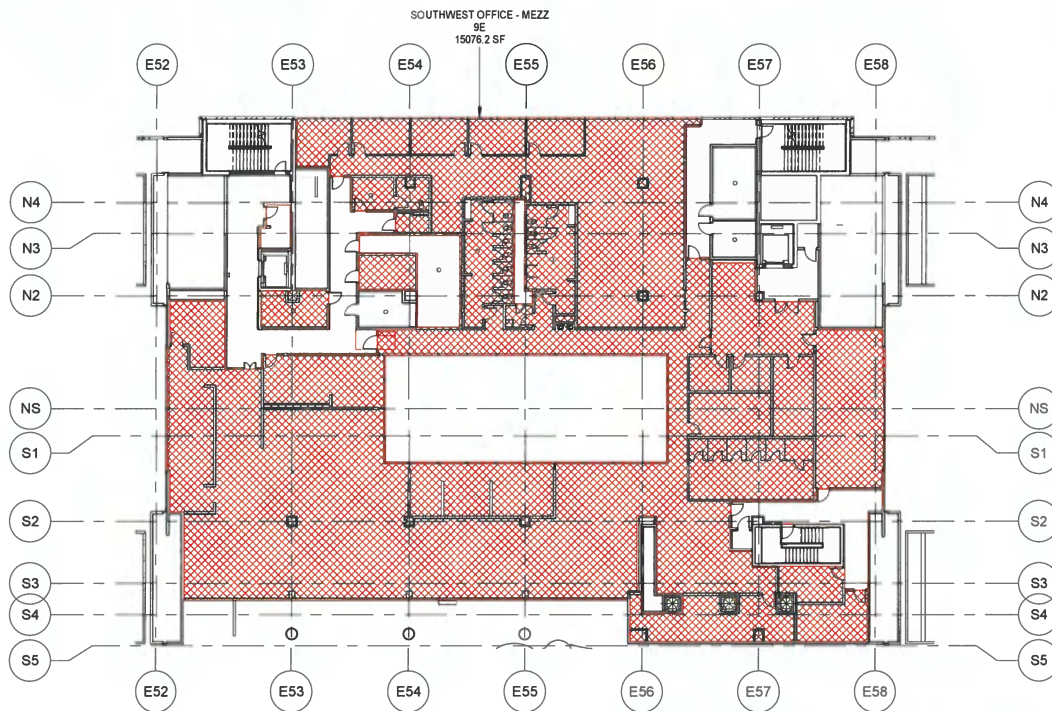
EXHIBIT

R19-14-E34-S5

SOUTHWEST OFFICE - MEZZANINE 6E

CC#: LEVEL 03

DATE: 03/28/24

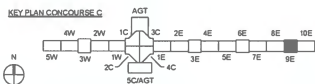


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DEN Planning and Design

KEY PLAN CONTOUR/SECTION



DENVER INTERNATIONAL AIRPORT

EXHIBIT A
R19-1-3-ES2-63
CCC-63 SOUTHWEST AIRLINES MEZZANINE RE LEASE

CCC-63 LEVEL 02 DATE: 8/29/2024



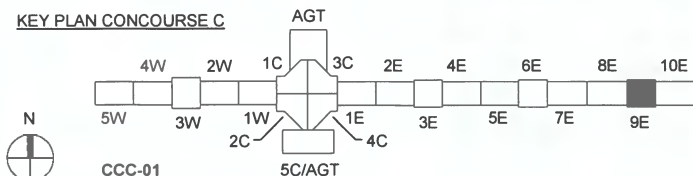
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Rohini Saksena
Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT B
R19-1-2-E52-S5
SOUTHWEST STORAGE & READY ROOM @ E52

CC#: LEVEL 01

DATE: 08/22/24

Finished



SOUTHWEST BREAKROOM
@E60
2093.5 SF

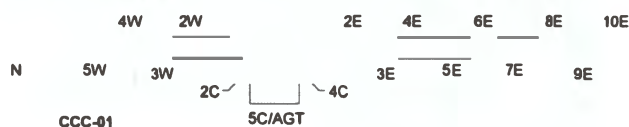
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Digitally signed
by Rohini
Saksena
Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C AGT



DENVER INTERNATIONAL AIRPORT

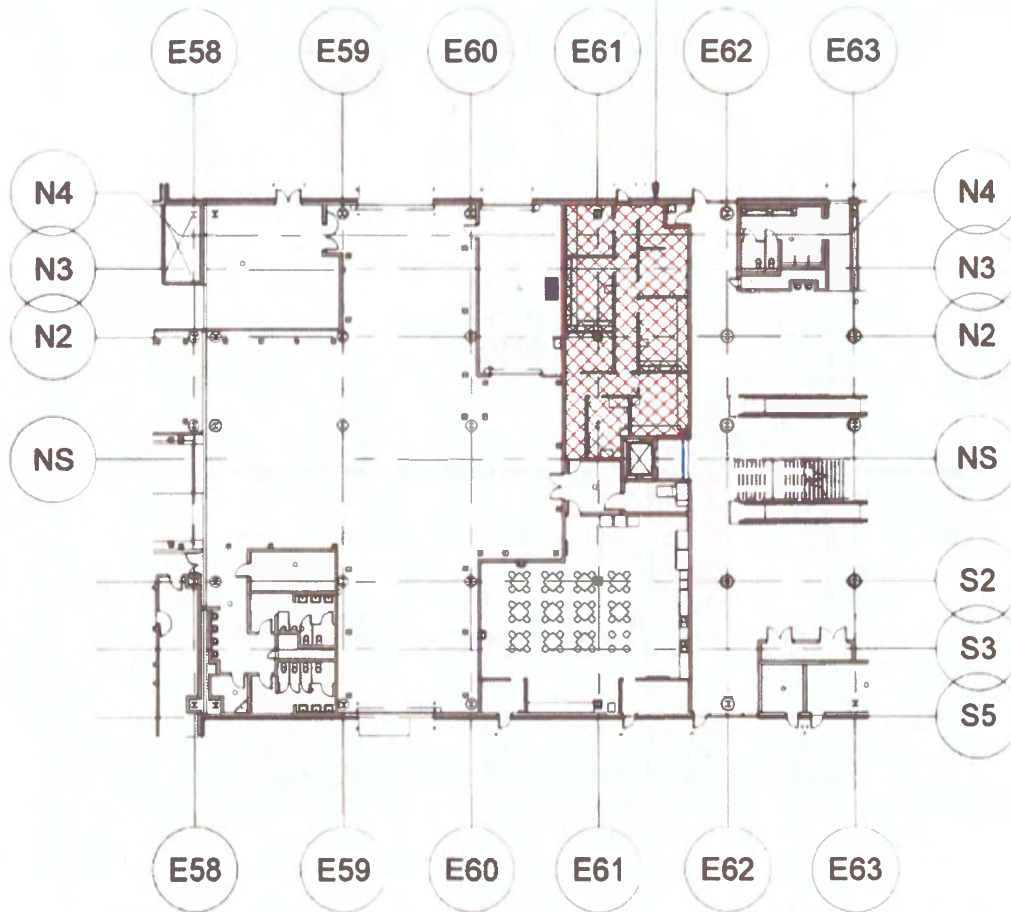
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R19-1-2-E60-S5
SOUTHWEST AIRLINES BREAK ROOM @E60

CCS: LEVEL 01

DATE: 06/17/24

Finished

SOUTHWEST OFFICES
@E60
1640.1 SF



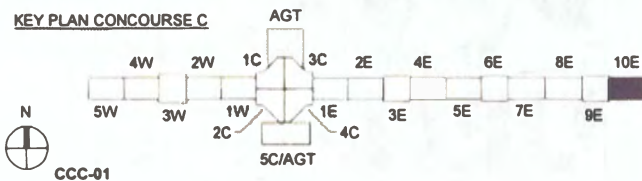
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Digitally signed by
Rohini Saksena
Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C



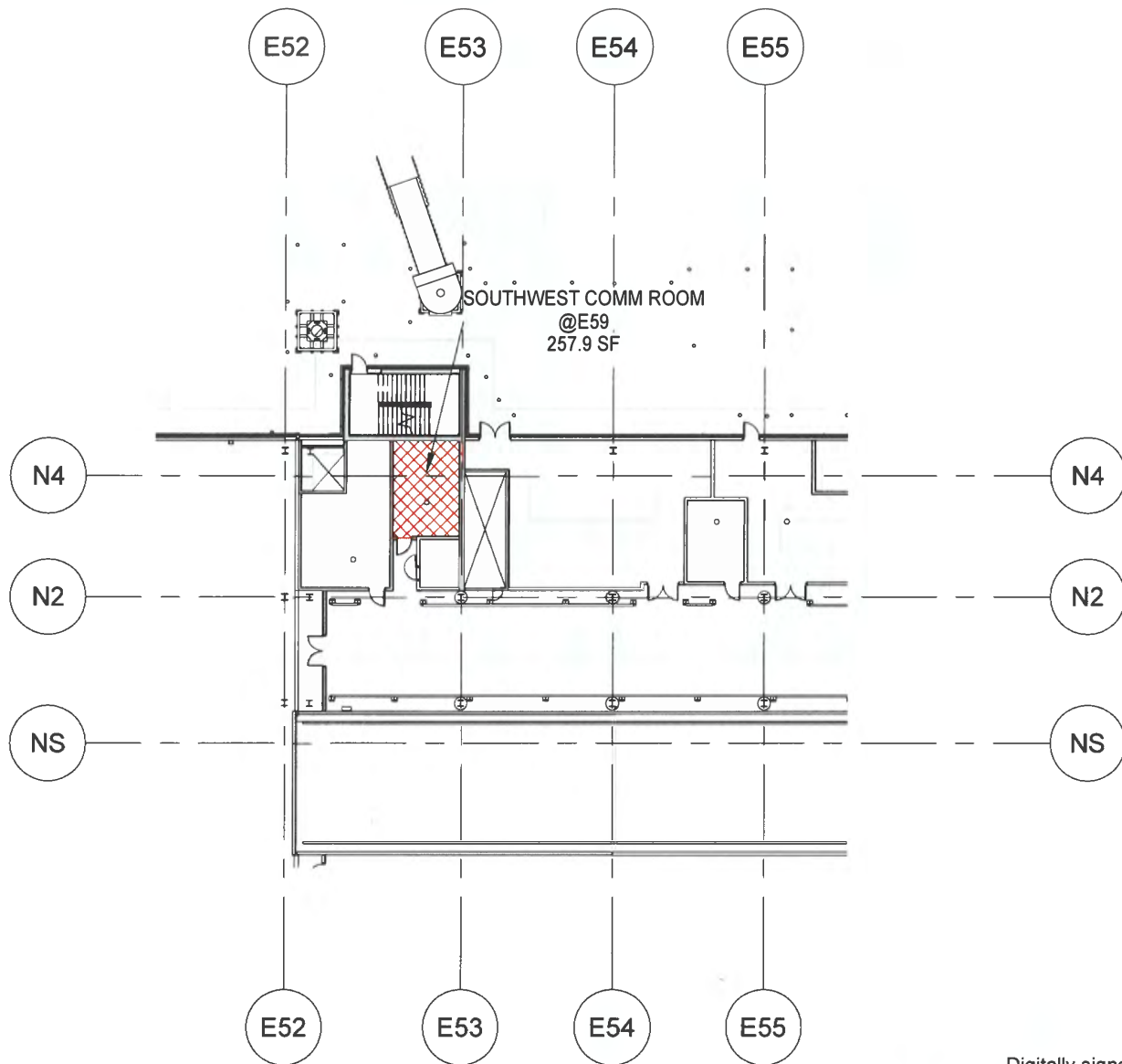
DENVER INTERNATIONAL AIRPORT

EXHIBIT
R19-1-2-E60-NS
SOUTHWEST OFFICES @E60

CC#: LEVEL 01

DATE: 06/18/24

Finished



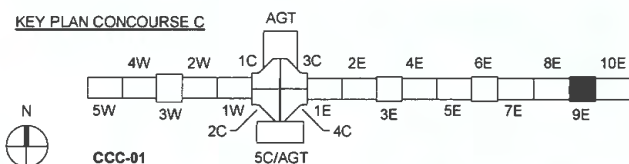
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Digitally signed
by Rohini
Saksena
Date: 2025.03.26
09:31:03-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT A
R19-1-1-E52-S6-1
SOUTHWEST COMM ROOM @E59

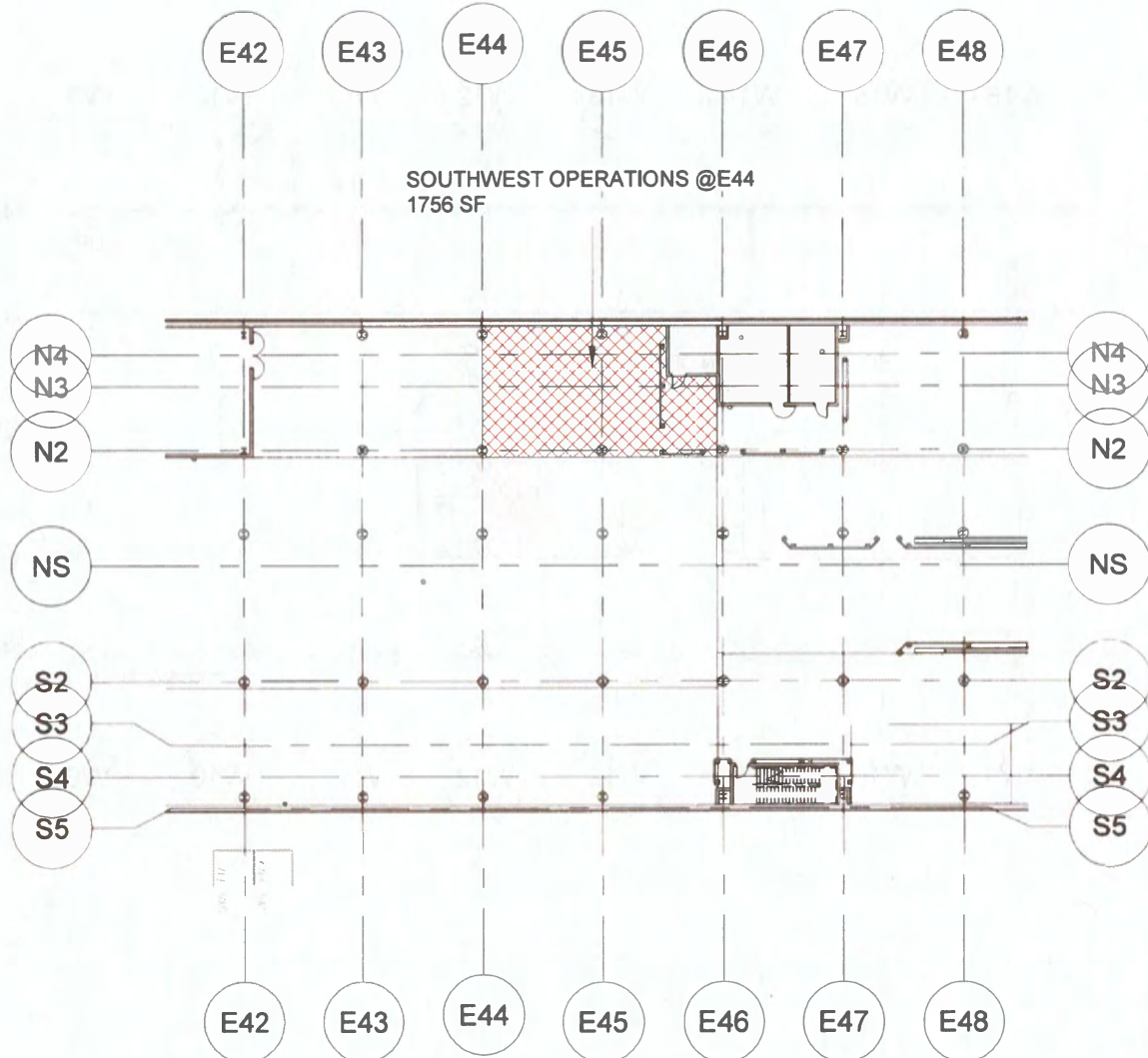
CC#: LEVEL 01

DATE: 08/22/24

Will be temporarily relocated
due to BHS

CCON BASEMENT

UNFINISHED



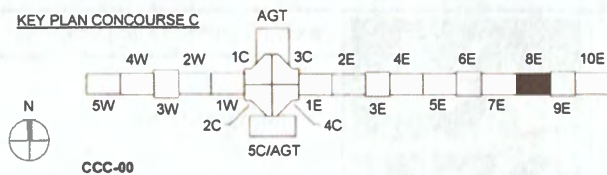
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Digitally signed by
Rohini Saksena
Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C



CCC-00



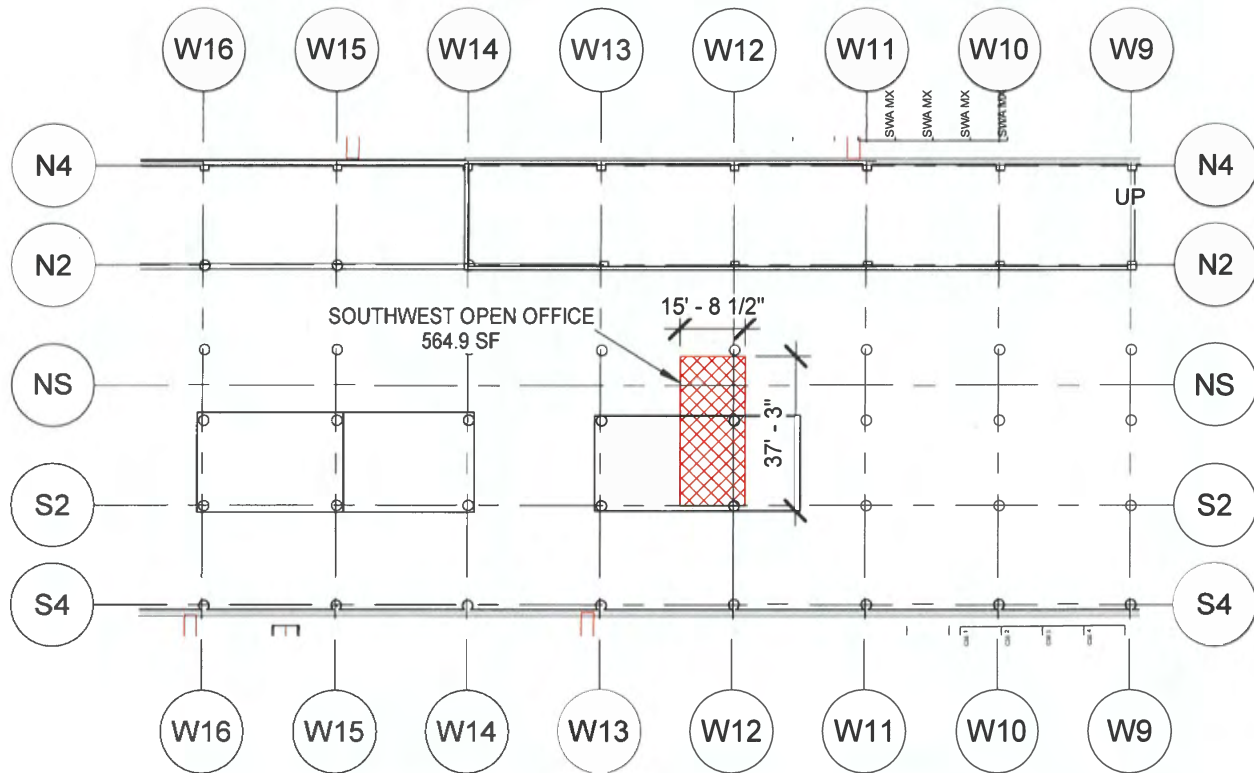
DENVER INTERNATIONAL AIRPORT

EXHIBIT
R19-1-1-E44-S1
SOUTHWEST OPERATIONS @E44

CC#: LEVEL 00

DATE: 08/14/2024

Temporary use due to BHS
project- will replace exhibit pg 68
unfinished



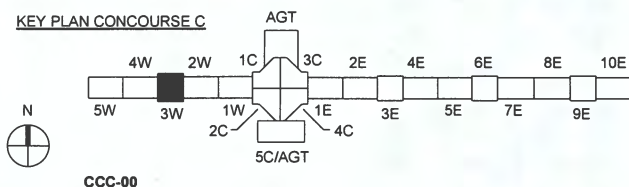
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Rohini S. Rohini Saksena
Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C

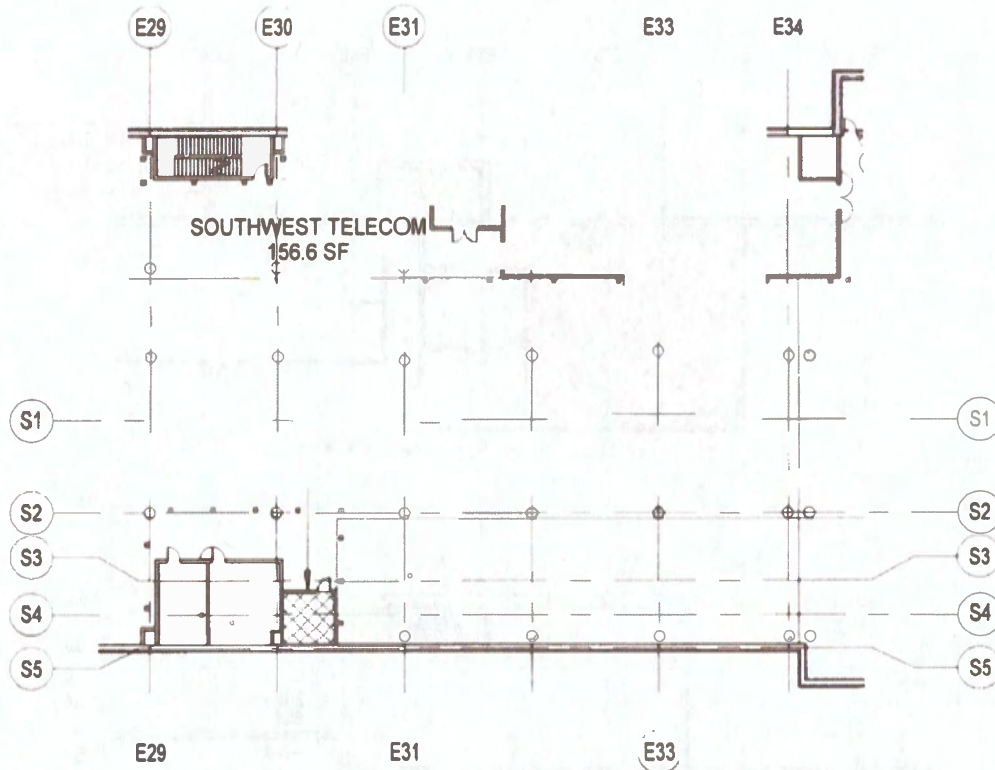


DENVER INTERNATIONAL AIRPORT

EXHIBIT
R19-1-1-W12-S2
SOUTHWEST OPEN OFFICE

CC#: LEVEL 00

DATE: 08/07/24



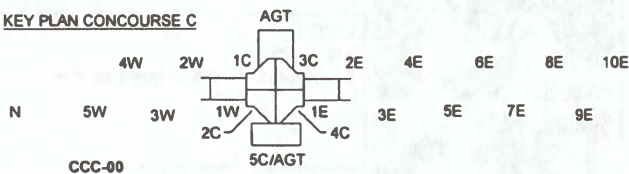
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DEN Planning and Design

Digitally signed by
Rohini Saxena
Date: 2025.03.26
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KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

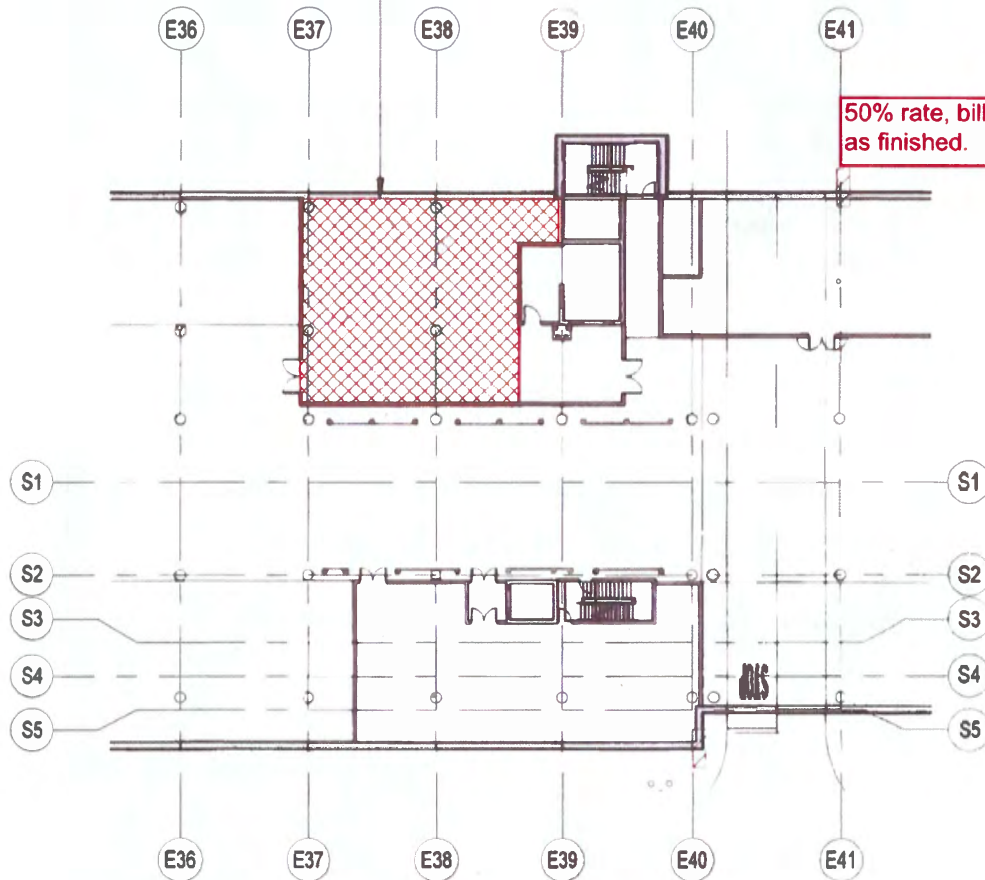
EXHIBIT
R19-1-1-E30-S5
SOUTHWEST TELECOM ROOM

CC8: LEVEL 00

DATE: 03/13/24

SOUTHWEST
CONSTRUCTION LAYDOWN
2590.6 SF

CCON basement



Temporary Space 2 years

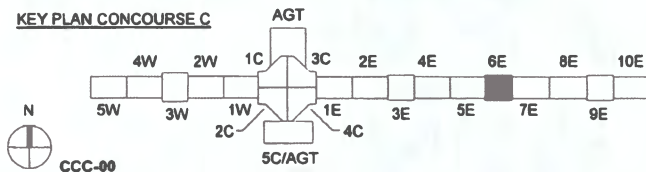
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Digitally signed by
Rohini Saksena
Date: 2025.03.26
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DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

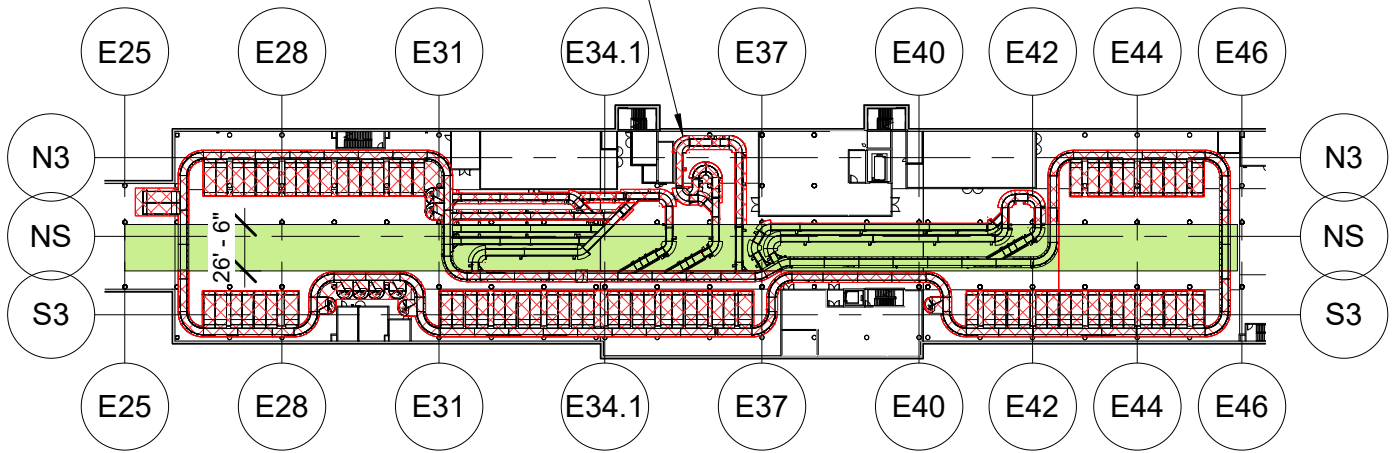
EXHIBIT
R19-1-1-E37-S1
SOUTHWEST CONSTRUCTION LAYDOWN

CC#: LEVEL 00

DATE: 02/26/24

Exhibit D-1

SOUTHWEST BHS
24581 SF





0' 10' 20' 40' 80'



SCALE: 1" = 20'-0"

SCALE: As indicated

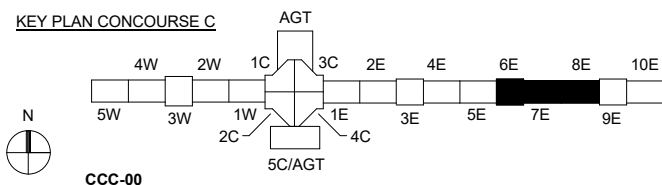
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 BHS UNDER 10FT AFF
 JOINT USE SPACE

Rohini S. Digitally signed by
Rohini Saksena
Date: 2025.04.09
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DEN Planning and Design

KEY PLAN CONCOURSE C

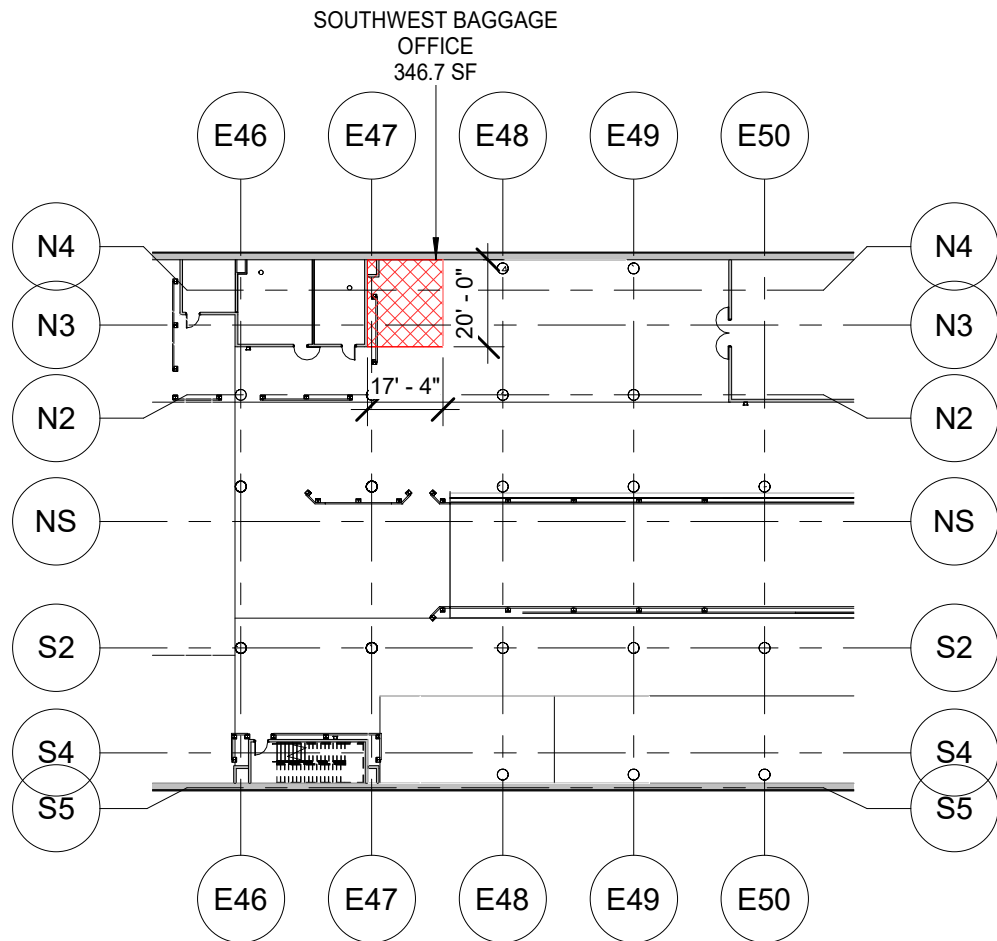


DENVER INTERNATIONAL AIRPORT

EXHIBIT A-121
R19-1-1-E39-S1-1
SOUTHWEST BHS

CC#: C

DATE: 10/10/24



SCALE: 1" = 40'-0"

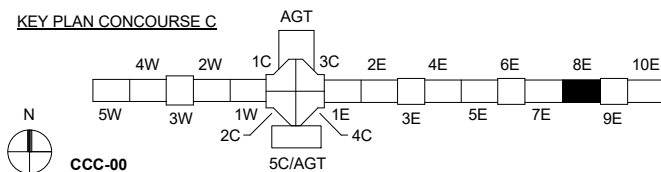
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Rohini S.

Digitally signed by Rohini Saksena
Date: 2025.06.23 14:21:09-06'00'

DEN Planning and Design

KEY PLAN CONOURSE C

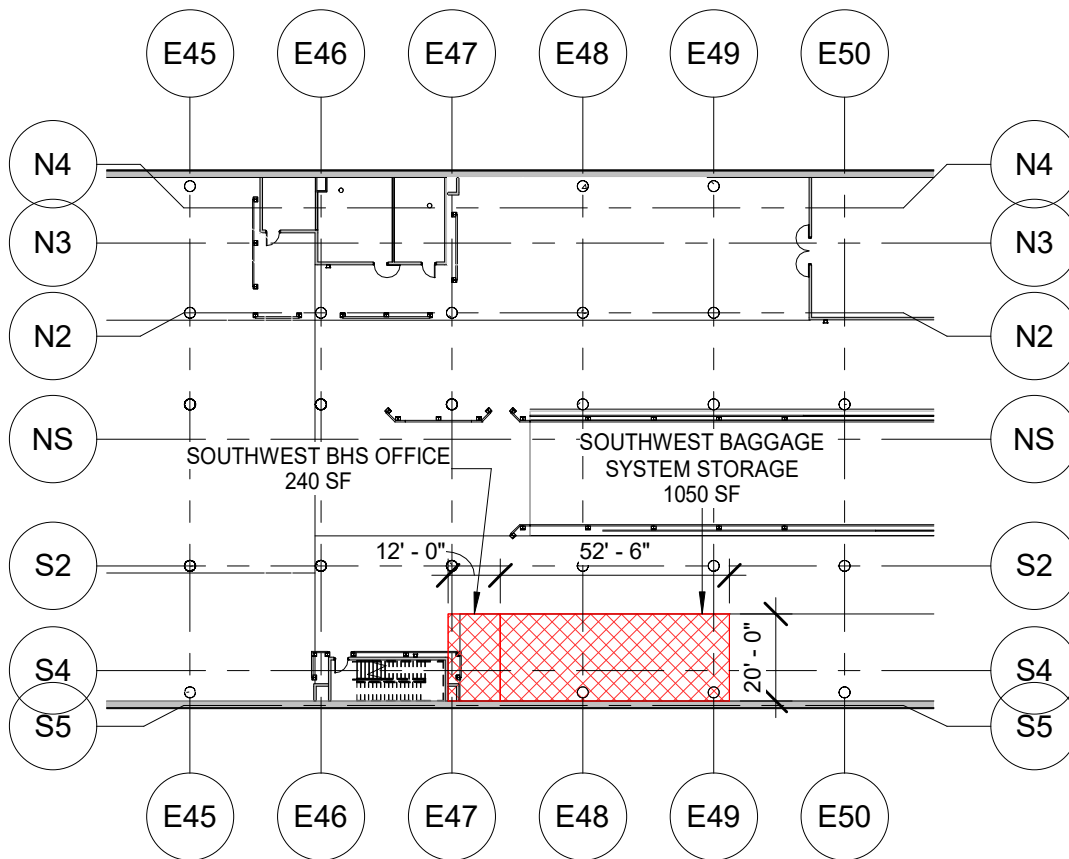


DENVER INTERNATIONAL AIRPORT

EXHIBIT A-138
R19-1-1-E47-N2
SOUTHWEST BAGGAGE OFFICE

CC#: LEVEL 00

DATE: 07/18/24



SCALE: 1" = 40'-0"

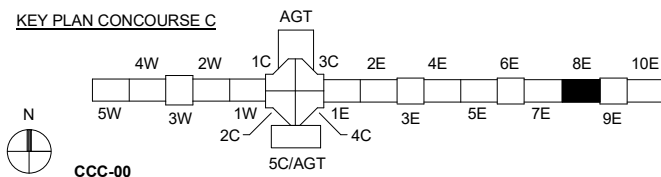
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Rohini S.

Digitally signed by Rohini Saksena
Date: 2025.06.23 14:21:31-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



CCC-00



DENVER INTERNATIONAL AIRPORT

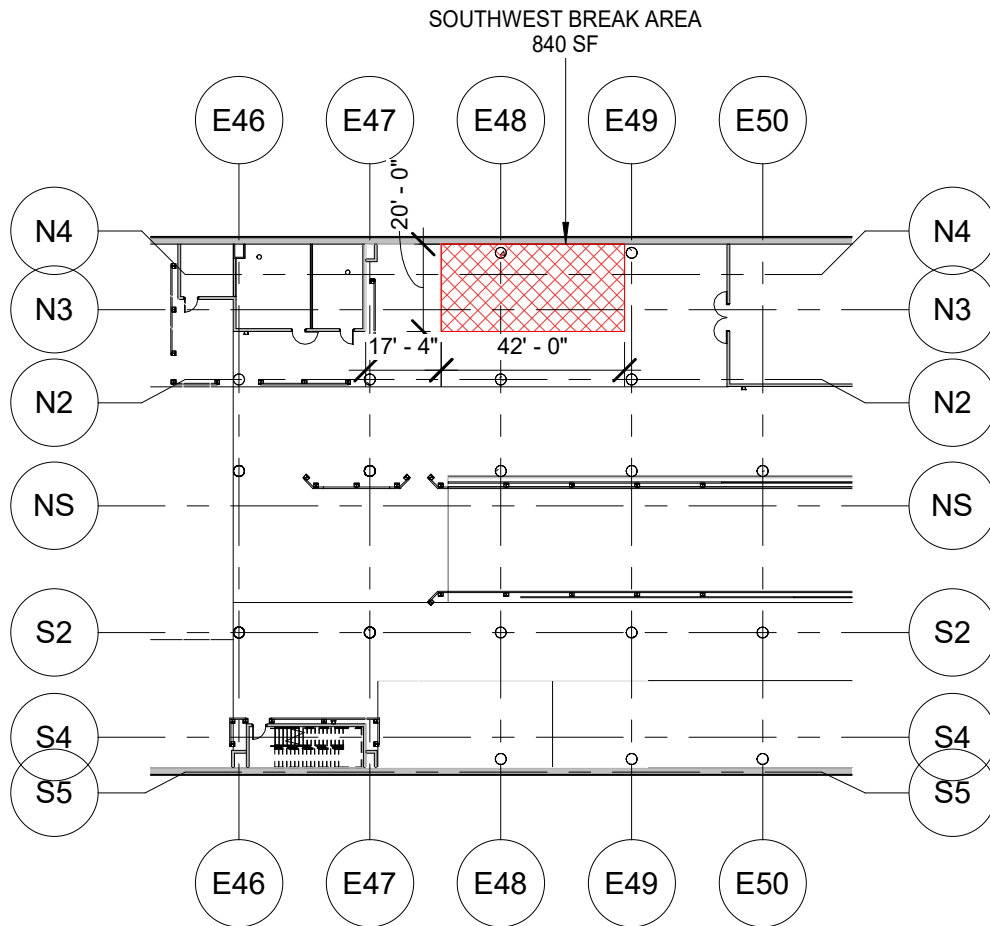
EXHIBIT A-139

R19-1-1-E47-S5

SOUTHWEST BHS OFFICE AND BAGGAGE
SYSTEM STORAGE

CC#: LEVEL 00

DATE: 07/18/24



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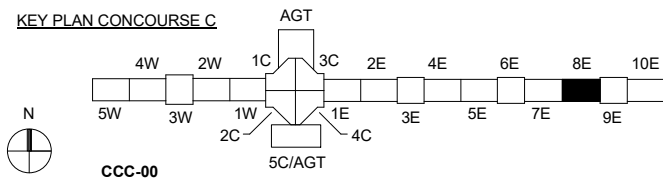
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Rohini S.

Digitally signed by Rohini
Saksena
Date: 2025.06.23 15:07:00-06'00'

DEN Planning and Design

KEY PLAN CONCOURSE C



DENVER INTERNATIONAL AIRPORT

EXHIBIT A-140
R19-1-1-E48-N3
SOUTHWEST BREAK AREA

CC#: LEVEL 00

DATE: 07/19/24

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. COST CENTERS

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. CERTAIN COST CENTER ALLOCATIONS

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-linear-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 space on Concourse C, or any portion thereof, is leased by an airline, the leased portion shall be reclassified 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 Joint Use Facilities on 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. AIRPORT COSTS

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. PFC REVENUES

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. AIRPORT "CREDITS"

- 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. REDUCTION OF AIRLINE RATES AND CHARGES

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. MISCELLANEOUS

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

8. CONCOURSE A BAGGAGE SORTATION SPACE

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 H

EXHIBIT H

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%

Parts

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 I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, HENSEL PHELPS CONSTRUCTION CO. ("Principal") and TRAVELERS CASUALTY AND SURETY COMPANY ("Surety"), a corporation duly organized under the laws of the State of Connecticut and authorized to issue surety bonds in the State of Colorado, are held and firmly bound unto SOUTHWEST AIRLINES CO. ("Southwest" and/or "Obligee") in the sum of **Four Million Nine Hundred Ninety-Six Thousand Three Hundred Ninety-Four and No/100 Dollars (\$4,996,394.00)** for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into that certain Construction Manager at Risk Agreement, hereinafter referred to as the "Contract," with Southwest dated the 6th day of October 2023, for preconstruction and construction services related to the Southwest Airlines Co. BHS Transfer Yard project at Denver International Airport, Denver, Colorado (the "Project"); and

WHEREAS, the CITY AND COUNTY OF DENVER ("DEN") is the owner of the real property on which the improvements are to be constructed; and

WHEREAS, the DEN DEPARTMENT OF AVIATION ("DDOA") manages Denver International Airport; and

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal (a) shall faithfully construct the improvements as provided in the Contract in accordance with the plans, specifications, and contract documents, and (b) shall fully indemnify and save harmless Obligee from all costs and damage which Obligee may suffer by reason of Principal's default, including liquidated damages assessed pursuant to the Contract, and (c) shall reimburse and repay Obligee all outlay and expense which Obligee may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be, in default under the Contract, Obligee, having performed Obligee's obligations thereunder, may call upon the Surety who shall promptly remedy the default and:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions, and, upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof. The term "balance of

the contract price" as used in this paragraph shall mean total amount payable by Obligee to Principal under, the Contract and any amendment; thereto, less the amount properly paid by Obligee to Principal.

Surety, for value received, stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

Surety expressly agrees to be bound to, and shall have the right to participate in, any mandatory dispute resolution procedures required in the Contract therein incorporated with regard to any claim asserted against this Bond.

This Bond is given pursuant to the provisions of the laws of the State of Colorado. If any legal action be filed upon this Bond, exclusive venue shall lie in Denver County, State of Colorado.

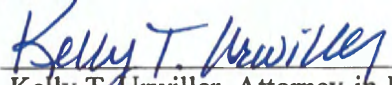
IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this 20th day of October 2023.

Principal: **HENSEL PHELPS CONSTRUCTION CO.**

By: 
Its: Derek H. Hoffine, Vice President

Surety: **TRAVELERS CASUALTY AND SURETY COMPANY**


By: 
Its: Kelly T. Urwiller, Attorney-in-Fact



[Attach Power of Attorney for Surety's Attorney-in-Fact]

Approved:

SOUTHWEST AIRLINES CO.

By: 
Its: Richard Jenkins, VP TREASURER



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kelly T Urwiller** of **GREELEY, Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

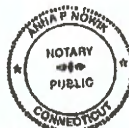
By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **October**, **2023**



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Bond No. 107887326

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, HENSEL PHELPS CONSTRUCTION CO., ("Principal"), and TRAVELERS CASUALTY AND SURETY COMPANY ("Surety"), a corporation duly organized under the laws of the State of Connecticut and authorized to issue surety bonds in the State of Colorado, are held and firmly bound unto SOUTHWEST AIRLINES CO. ("Southwest" and/or "Obligee") in the sum of **Four Million Nine Hundred Ninety-Six Thousand Three Hundred Ninety-Four and No/100 Dollars (\$4,996,394.00)** for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into that certain Construction Manager at Risk Agreement, hereinafter referred to as the "Contract," with Southwest dated the 6th day of October 2023, for preconstruction and construction services related to the Southwest Airlines Co. BHS Transfer Yard project at Denver International Airport, Denver, Colorado (the "Project"); and

WHEREAS, the CITY AND COUNTY OF DENVER ("DEN") is the owner of the real property on which the improvements are to be constructed; and

WHEREAS, the DEN DEPARTMENT OF AVIATION ("DDOA") manages Denver International Airport; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall make payments of all amounts lawfully due to all persons supplying or furnishing Principal or Principal's subcontractors with labor, materials, team hire, sustenance, provisions, provender, rental machinery, tools, or equipment, or other supplies performed, used or consumed in the prosecution of the work provided for under the Contract and duly authorized normal and usual extras thereto, and, further, that Principal indemnifies and saves harmless Southwest, the DEN, and DDOA to the extent of any payments in connection with the carrying out of any such Contract which they may be required to make under the law, then this obligation shall be void; otherwise to remain in full force and effect.

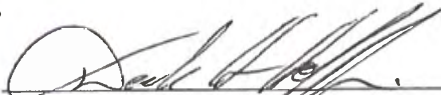
Principal and Surety further warrant that if Principal fails to pay any person who supplies laborers, rental machinery, tools, or equipment, all amounts due as the result of the use of such laborers, machinery, tools, or equipment, in the prosecution of the Work under the Contract, Surety will pay the same in an amount not exceeding the penal sum specified herein together with interest at the rate of eight percent (8%) per annum.

Provided, however, that Southwest, DEN, and DDOA, having required Principal to furnish this Bond in order to comply with the provisions of COLO. REV. STAT. §§38-26-106 and 38-24-101, *et seq.*, as applicable, all rights and remedies under this Bond shall be determined in accordance with the provisions, conditions, and limitations of said statutes to the same extent as if they were copied at length herein. This Bond is given pursuant to the provisions of the law of the


State of Colorado. If any legal action be filed upon this Bond, exclusive venue shall lie in Denver County, State of Colorado.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the 20th day of October 2023.

Principal: **HENSEL PHELPS CONSTRUCTION CO.**

By: 
Its: Derek H. Hoffine, Vice President

Surety: **TRAVELERS CASUALTY AND SURETY COMPANY**

By: 
Its: Kelly T. Urwiller, Attorney-in-Fact



[Attach Power of Attorney for Surety's Attorney-in-Fact]

Approved:

SOUTHWEST AIRLINES CO.

By: 
Its: Richard Jenkins VP TREASURER



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kelly T Urwiller** of **GREELEY, Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **October**, **2023**



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

JOINT OBLIGEE RIDER

TO CMR'S PERFORMANCE BOND AND PAYMENT BOND

WHEREAS, HENSEL PHELPS CONSTRUCTION CO., ("CMR") has entered into that certain Construction Manager at Risk Agreement, hereinafter referred to as the "Contract", with SOUTHWEST AIRLINES CO. ("Southwest" and/or "Obligee") dated the 6th day of October, 2023 for preconstruction and construction services related to the Southwest Airlines Co. BHS Transfer Yard project at Denver International Airport, Denver, Colorado (the "Project"); and

WHEREAS, CMR, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY as Surety (hereinafter referred to as "Surety"), made, executed, and delivered to Southwest, as Obligee, their joint and several Performance Bond and a Payment Bond (collectively, the "Bonds"); and

WHEREAS, the CITY AND COUNTY OF DENVER ("DEN") is the owner of the real property on which the improvements are to be constructed; and

WHEREAS, the DEN DEPARTMENT OF AVIATION ("DDOA") manages the Denver International Airport; and

WHEREAS, DEN and DDOA have requested CMR and its Surety to join with Southwest in execution and delivery of this Rider, and they have agreed to do so upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The bonds as aforesaid shall be and it is hereby amended as follows:

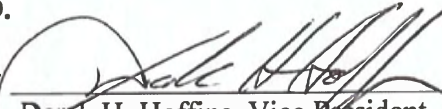
1. The DEN and DDOA are hereby added to the Bonds as Joint Obligees (the "Governmental Obligees").
2. The aggregate liability of the Surety under said Bonds to Obligee and the Governmental Obligees, as their interests may appear, is limited to the penal sums of the Bonds.
3. Surety's obligation to perform hereunder is included within its obligations under the Bonds to which this rider is attached; provided that such obligation shall be conditioned on Governmental Obligees having performed as required under the Agreement and, provided further, that such obligation shall be without regard for Obligee's compliance under the Contract.

4. All rights and remedies under the Bonds with regard to the Governmental Obligees shall be determined in accordance with the provisions, conditions, and limitations of the laws of the State of Colorado.
5. Except as herein modified, said Bonds shall be and remain in full force and effect.


No right of action shall accrue hereunder to or for the use of any person, firm, or corporation other than Southwest and the Governmental Obligees named herein.

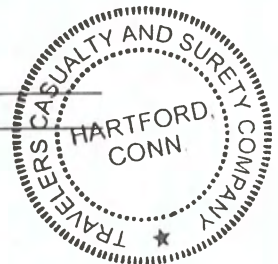
Signed and sealed this 20th day of October, 2023.

Principal: **HENSEL PHELPS CONSTRUCTION CO.**

By: 
Its: Derek H. Hoffine, Vice President

Surety: **TRAVELERS CASUALTY AND SURETY COMPANY**

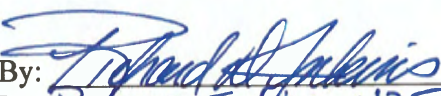
By: 
Its: Kelly T. Urwiller, Attorney-in-Fact



[Attach Power of Attorney for Surety's Attorney-in-Fact]

Approved:

SOUTHWEST AIRLINES CO.

By: 
Its: Richard Jenkins, VP TREASURER

THE CITY AND COUNTY OF DENVER

By: _____

Its: Mayor

By: _____

Its: CEO, Department of Aviation

Approved As To Form:

_____, Attorney for the City and
County of Denver

By: _____

_____, Assistant City Attorney



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kelly T Urwiller** of **GREELEY**, **Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

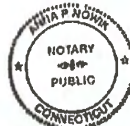
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **October**, **2023**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Exhibit J

EXHIBIT J

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: airlineaffairsadmin.sharedmailbox@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability
Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
 - c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
2. Business Automobile Liability
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
 - b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Unmanned Aerial Vehicle (UAV) Liability:**
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
6. **Excess/Umbrella Liability**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

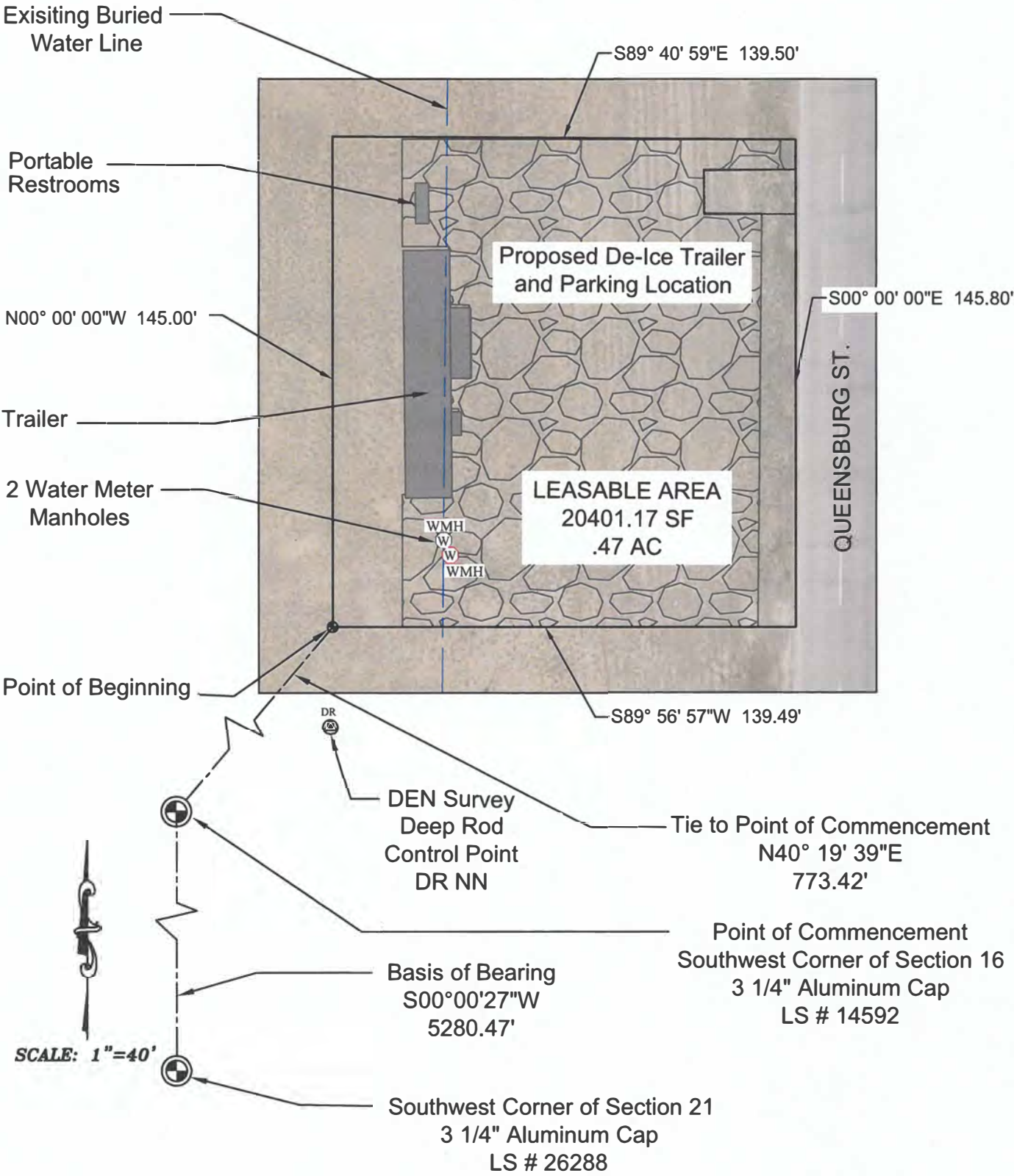
1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

Exhibit K



Note: This does not represent a monumented land survey. Nor does it represent a search for easements or Rights-of-Way of record. It is intended only to depict the attached description

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION.

Jeffrey C Scanniello
Jeffrey C Scanniello
COLO. PLS# 36565



CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT

REVISED		
NO.	DATE	NAME

Southwest Snow and De-icing Maintenance Trailer
9629 North Queensburg St., Denver, CO., 80249
Situated in Section 16 Township 2 South, Range 66 West of the 6th Principal Meridian, City and County of Denver, State of Colorado.

REQUESTED BY: Francine Crusan	DATE 03/06/24	SCALE 1"=40'	DRAWN BY: JCS FIELD BY: JCS/CB CHECKED BY: CB	SHEET NO. 1 OF 2 SHEETS	DRAWING NO.
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**PARCEL DESCRIPTION
PROPOSED LEASE AREA
Southwest Snow and De-Icing Maintenance Trailer
9629 North Queensburg St., Denver, CO, 80249**

A parcel of land located in the West ½ of Section 21, Township 2 South, Range 66 West of the 6TH P.M., City and County of Denver, State of Colorado.

Basis of Bearings: Assuming the West Line of Section 16, Township 2 South, Range 66 West of the 6TH Principal Meridian, as monumented by a 3 ¼" aluminum cap marked "LS 26288" at the Southwest Corner of Section 21 and a 3 ¼" aluminum cap marked "LS 14592" at the Southwest Corner of Section 16 bearing S 00° 00' 27" E, 5280.47 feet with all bearings contained herein relative thereto.

A parcel of land located in the West 1/2 of said section 16, being particularly described as follows:

Commencing at the Southwest Corner of Section 16,
THENCE North 40°19'39" East, 773.42 feet to the Point of Beginning;

THENCE North 0°00'00" East, 145.00 feet;

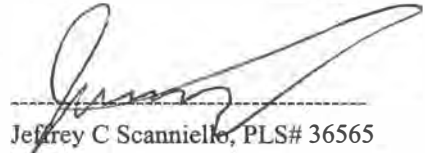
THENCE South 89°40'59" East, 139.50 feet;

THENCE South 0°00'00" East, 145.80 feet;

THENCE South 89°56'57" West, 139.49 feet, to the Point of Beginning

Containing 20401.17 square feet or .47 acres more or less

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



Jeffrey C Scanniello, PLS# 36565
Den Airport Surveyor
March 6, 2024

Exhibit L

EXHIBIT L



Liquid Automation Systems

916 Belcher Drive

Pelham, AL 35124

☎ (+1) 205 378 1060

📠 (+1) 205 685 3001

customerservice@las-usallc.com

J Pad Glycol Dispensing Island Blender Addition Design Build Southwest Airlines Denver International Airport - DEN

June 4, 2024

Quote LDQ060424-JG1

Premise: To mitigate the risk of flight cancelations or delays due to the inefficiency of the current dispensing islands by installing an ADF blending system and load stand.

Scope:

LAS will provide turnkey design build solution for modifying the four remaining J Pad glycol dispensing islands with LAS DeiceCube blending systems. LAS will provide four Type I 200 GPM DeiceCube blenders, four triple fluid load stands, and required piping and electrical work. LAS will manage engineering design, MEP contractors, startup, calibration, and training. LAS will work with SWA and Aviation to attain airport permitting.

1. Design, PM, Startup, Training and Freight Services = \$58,524
2. Equipment, = \$ 796,938
Construction = \$ 561,946
Owners' Rep Fee = \$ 20,000
\$1,378,884

Project Total Not To Exceed \$1,437,408 without prior SWA authorization

Includes:

- 4 - 200 GPM blenders with a pure concentrate option for filling onboard blending trucks
- 4 - Triple load stands with hose for dispensing Type I blended fluid, Pure Type 1 concentrate
- 4 - Upgrade of existing control and comms cabinet components to accommodate new blending control system
- Design and engineering for modifying the existing piping and controls to enable live stream blending
- Project Management to include equipment design, production, system design, permitting, MEP contracting and installation, startup, and training
- Startup, Testing, calibration and training
- Mechanical and electrical modifications to four J Pad islands to accommodate the new blending and dispensing system. Installation of blending system
- Upgrade of existing isolation valves
- Addition of pressure regulator and surge protection valves on Type I concentrate lines
- Heat tracing and insulation of water lines and blended lines
- Insulation of Type I concentrate lines

Assumptions:

- SWA and Aviation will work to assist and push through airport permits to enable starting work by July 15, 2024 or approval to begin work while final permits are being processed.
- All work can be performed in a single mobilization and continuous work schedule
- There are no environmental remediation requirements for the site
- Main electrical utilities to the site are adequate and up to code.
- Existing communications network and hardware are fully functional and compatible with new equipment.
- Work can be completed after the beginning of the deicing season October 15th, 2023. LAS will make every attempt to complete the work as close to October 15th but due to the timing of the start of this project completion could be in late November or December.
- The existing Danload 8000's are in good working order and viable for use.

Exclusions:

- Fluids used for testing and calibration
- Environmental remediation
- Geotechnical work that may be required for tank installation
- Permitting and inspection fees
- Crating and shipping
- Upgrades or replacement of DEN network switches and other hardware
- Sales Tax

Commercial Terms:

- 25% at order
- Progress payments monthly on % completion basis – Net 30
- Delays at site beyond LAS's control will be billed at standard rates plus expenses
- Prices are based on current costs and are subject to change based on final specifications and market prices at time of contract execution.

Respectfully submitted,

Please feel free to contact me for any technical or commercial clarification for this proposal.

Jef Gaskill

+1 205-378-1060

DEN-SWA-2 Blending Stations Cost 2023

Vendor	Invoice Date	Total
Jviation	11/6/2023	\$ 1,987.50
Jviation	11/28/2023	\$ 6,610.00
Jviation	12/19/2023	\$ 4,732.50
LAS	11/30/2023	\$ 711,575.00
LAS	11/30/2023	\$ 62,821.00
LAS	3/13/2024	\$ 29,571.00
Total		\$ 817,297.00

APPLICATION FOR PAYMENT

Bill To: Southwest Airlines Co ATTN: Corporate Facilities 2702 Love Field Drive Dallas, TX. 75235	Invoice Date: 11/6/2023 Invoice Number: SWA-Winter-1 Application Number: 1 Manager: Andy Remstad Location: DEN Project Name: DEN - New GUB Building Project ID: PAR Number IT-02207-CAP-001 Period To: 9/30/2023 Contract Date: 7/27/2023
Remit To: JVIATION, INC. PO Box 715437 Cincinnati, OH 45271-5437	

Application is made for payment
with the Contract. Schedule of

Glycol scope = \$1,987.50

1	ORIGINAL CONTRACT SUM	\$17,810.00
2	NET CHANGE BY CHANGE ORDERS	\$0.00
3	CONTRACT SUM TO DATE (Line 1 and 2)	\$17,810.00
4	TOTAL COMPLETED & STORED TO DATE	\$17,466.25
5	10% RETAINAGE	\$0.00
6	TOTAL EARNED LESS RETAINAGE	\$17,466.25
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior Certificate)	\$0.00
8	REIMBURSABLES (if applicable) Pass Thru Cost-Not part of contract	\$0.00
9	CURRENT AMOUNT DUE - LESS SALES TAX	\$17,466.25
10	CURRENT SALES TAX AMOUNT DUE (if applicable)	\$0.00
11	CURRENT AMOUNT DUE INCLUDING SALES TAX	\$17,466.25
12	BALANCE TO COMPLETE, PLUS RETAINAGE	\$343.75

ALL PRICES INCLUDE APPLICABLE SALES, USE AND EXCISE TAXES






A WOOLPERT COMPANY

INVOICE

Bill To
Southwest Airlines Co. ATTN: Corporate Facilities 2702 Love Field Dr. Dallas, Texas 75235

Date	Invoice #
11/6/2023	SWA-Winter-I
Period of Performance	
NTP - 9/30/23	

Project					
DEN - Winter Ops Improvements					
PAR Number IT-02207, CAP-001					
Contact: Cameron Leach					
Description	Hours/Unit	Billing Rate	Current Total		
PROJECT MANAGEMENT - LABOR					
Project Manager IV	10.00	\$ 285.00	\$ 2,850.00		
Engineer PM I	0.50	\$ 170.00	\$ 85.00		
Architectural Project Manager II	0.50	\$ 210.00	\$ 105.00		
Project Coordinator I	0.50	\$ 115.00	\$ 57.50		
TOTAL PROJECT MANAGEMENT - LABOR			\$ 3,097.50		
DESIGN & PRODUCTION - LABOR					
Electrical Phase Manager III	16.00	\$ 255.00	\$ 4,080.00		
Engineer PM II	21.00	\$ 180.00	\$ 3,780.00		
Architectural Designer I	12.25	\$ 140.00	\$ 1,715.00		
TOTAL DESIGN & PRODUCTION - LABOR			\$ 9,575.00		
CONSTRUCTION ADMINISTRATION - LABOR					
Project Manager IV	10.75	\$ 285.00	\$ 3,063.75		
TOTAL CONSTRUCTION ADMINISTRATION - LABOR			\$ 3,063.75		
POST CONSTRUCTION - LABOR					
Project Manager IV	5.50	\$ 285.00	\$ 1,567.50		
Architectural Project Manager II	0.50	\$ 210.00	\$ 105.00		
Project Coordinator I	0.50	\$ 115.00	\$ 57.50		
TOTAL POST CONSTRUCTION - LABOR			\$ 1,730.00		
TOTAL LABOR AND EXPENSE			\$ 17,466.25		
Phase	Contract Amount	% Complete	Current	Previously Billed	Amount Remaining
Project Management	\$ 3,100.00	100%	\$ 3,097.50	\$ -	\$ 2.50
Design and Production	\$ 9,575.00	100%	\$ 9,575.00	\$ -	\$ -
Expenses - Design and Production	\$ 170.00	0%	\$ -	\$ -	\$ 170.00
Construction Administration	\$ 3,065.00	100%	\$ 3,063.75	\$ -	\$ 1.25
Expenses - Construction Administration	\$ 170.00	0%	\$ -	\$ -	\$ 170.00
Post Construction	\$ 1,730.00	100%	\$ 1,730.00	\$ -	\$ -
Total Contract	\$ 17,810.00		\$ 17,466.25	\$ -	\$ 343.75
Project Manager Signature					
					
			Total Due This Invoice	\$	17,466.25

For questions regarding this invoice, please email jvi.accounting@woolpert.com.

ACH information should not be used for Wire Transfers. Wire transfers require a different account and can be provided upon request.

Please email your remittance information to jvi.accounting@woolpert.com when paying by ACH.

Please Remit Payments To:

ACH Information

Financial Institution: Key Bank
Account Name: Jviation, Inc.
Account Type: Checking
ABA: 021052053
Account Number: 19504782

Lockbox Information

Account Name: Jviation, Inc.
PO Box 715437
Cincinnati, OH 45271-5437

Main 303.524.3030
Fax 303.524.3031

720 South Colorado Boulevard | Suite 1200-S | Glendale, CO | 80246
JVATION.COM

Project date	Project ID	Resource.Resource name	Hours	Sales price	Total sales amount	Description
5/23/2023	10018327.00.002	Irvin, Tadd	0.50	210.00	105.00	DEN meeting
5/23/2023	10018327.00.002	Irvin, Tadd	0.50	210.00	105.00	DEN meeting
8/3/2023	10018327.00.002	Andrew John Remstad	3.00	285.00	855.00	Site Plan, Preliminary Electrical Plan, Coordination with Electrician Bidders
Addendum answers for bidders, Preliminary coordination						
9/11/2023	10018327.00.003	Joel Alan Wiechmann	1.50	255.00	382.50	Glycol Filling Station meeting/coordination, trailer power plan updates for permit
9/11/2023	10018327.00.003	Isaac De la Cruz	1.00	180.00	180.00	LAS Glycol Facility

9/25/2023	10018327.00.003	Isaac De la Cruz	1.00	180.00	180.00	LAS Meeting
9/26/2023	10018327.00.003	Isaac De la Cruz	1.00	180.00	180.00	Call w SWA
			78.00	17,466.25		

APPLICATION FOR PAYMENT

Bill To: Southwest Airlines Co ATTN: Corporate Facilities 2702 Love Field Drive Dallas, TX. 75235	Invoice Date: 11/28/2023 Invoice Number: SWA-Winter-2
Remit To: JVIATION, INC. PO Box 715437 Cincinnati, OH 45271-5437	Application Number: 2 Manager: Andy Remstad Location: DEN Project Name: DEN - New GUB Building Project ID: PAR Number IT-02207-CAP-001 Period To: 10/31/2023 Contract Date: 7/27/2023

Application is made for payment
with the Contract. Schedule of

Glycol scope = \$6,610.00

1	ORIGINAL CONTRACT SUM	\$17,810.00
2	NET CHANGE BY CHANGE ORDERS	\$37,965.00
3	CONTRACT SUM TO DATE (Line 1 and 2)	\$55,775.00
4	TOTAL COMPLETED & STORED TO DATE	\$46,451.25
5	10% RETAINAGE	\$0.00
6	TOTAL EARNED LESS RETAINAGE	\$46,451.25
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior Certificate)	\$17,466.25
8	REIMBURSABLES (if applicable) Pass Thru Cost-Not part of contract	\$0.00
9	CURRENT AMOUNT DUE - LESS SALES TAX	\$28,985.00
10	CURRENT SALES TAX AMOUNT DUE (if applicable)	\$0.00
11	CURRENT AMOUNT DUE INCLUDING SALES TAX	\$28,985.00
12	BALANCE TO COMPLETE, PLUS RETAINAGE	\$9,323.75

ALL PRICES INCLUDE APPLICABLE SALES, USE AND EXCISE TAXES





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INVOICE

Date	Invoice #
11/28/2023	SWA-Winter-2
Period of Performance	
8/11/23 - 10/31/23	

Bill To
Southwest Airlines Co. ATTN: Corporate Facilities 2702 Love Field Dr. Dallas, Texas 75235

		Project		
		DEN - Winter Ops Improvements		
		PAR Number IT-02207, CAP-001		
		Contact: Cameron Leach		
Description	Hours/Unit	Billing Rate	Current Total	
DESIGN & PRODUCTION - EXPENSES				
Vehicle Units - Field Vehicle	2.00	\$ 85.00	\$ 170.00	
TOTAL CONSTRUCTION MANAGEMENT - EXPENSES			\$ 170.00	
CONSTRUCTION ADMINISTRATION - EXPENSES				
Vehicle Units - Field Vehicle	1.00	\$ 85.00	\$ 85.00	
TOTAL CONSTRUCTION ADMINISTRATION - EXPENSES			\$ 85.00	
NEW CAMERAS AT CONCOURSE C - LABOR				
Project Manager IV	10.50	\$ 285.00	\$ 2,992.50	
Electrical Phase Manager III	4.00	\$ 255.00	\$ 1,020.00	
Engineer PM II	2.50	\$ 180.00	\$ 450.00	
Achitectural Designer I	0.25	\$ 140.00	\$ 35.00	
Project Coordinator I	1.00	\$ 115.00	\$ 115.00	
TOTAL NEW CAMERAS AT CONCOURSE C - LABOR			\$ 4,612.50	
REPLACE GLYCOL DISPENSING STATIONS				
Project Manager IV	10.00	\$ 285.00	\$ 2,850.00	
Engineer PM II	11.00	\$ 180.00	\$ 1,980.00	
Engineer PM I	3.00	\$ 170.00	\$ 510.00	
Achitectural Designer I	6.00	\$ 140.00	\$ 840.00	
TOTAL REPLACE GLYCOL DISPENSING STATIONS			\$ 6,180.00	
TEMPORARY TRAILER DEICE COMMAND CENTER				
Project Manager IV	22.25	\$ 285.00	\$ 6,341.25	
Electrical Phase Manager IV	4.00	\$ 275.00	\$ 1,100.00	
Electrical Phase Manager III	4.75	\$ 255.00	\$ 1,211.25	
Engineer PM II	44.00	\$ 180.00	\$ 7,920.00	
Engineer PM I	2.75	\$ 170.00	\$ 467.50	
Achitectural Designer I	6.00	\$ 140.00	\$ 840.00	
Project Coordinator I	0.50	\$ 115.00	\$ 57.50	
TOTAL TEMPORARY TRAILER DEICE COMMAND CENTER			\$ 17,937.50	
TOTAL LABOR AND EXPENSE			\$ 28,985.00	

Phase	Contract Amount	% Complete	Current	Previously Billed	Amount Remaining
Project Management	\$ 3,100.00	100%	\$ -	\$ 3,097.50	\$ 2.50
Design and Production	\$ 9,575.00	100%	\$ -	\$ 9,575.00	\$ -
Expenses - Design and Production	\$ 170.00	100%	\$ 170.00	\$ -	\$ -
Construction Administration	\$ 3,065.00	100%	\$ -	\$ 3,063.75	\$ 1.25
Expenses - Construction Administration	\$ 170.00	50%	\$ 85.00	\$ -	\$ 85.00
Post Construction	\$ 1,730.00	100%	\$ -	\$ 1,730.00	\$ -
New Cameras at Concourse C	\$ 6,805.00	68%	\$ 4,612.50	\$ -	\$ 2,192.50
Replace Glycol Dispensing Station	\$ 8,090.00	76%	\$ 6,180.00	\$ -	\$ 1,910.00
Temporary Trailer Deice Command Center	\$ 23,070.00	78%	\$ 17,937.50	\$ -	\$ 5,132.50
Total Contract	\$ 55,775.00		\$ 28,985.00	\$ 17,466.25	\$ 9,323.75

Project Manager Signature		Total Due This Invoice	\$ 28,985.00
			

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Please Remit Payments To:

ACH Information

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Account Type: Checking
ABA: 021052053
Account Number: 19504782

Lockbox Information

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PO Box 715437
Cincinnati, OH 45271-5437

Main 303.524.3030
Fax 303.524.3031

720 South Colorado Boulevard | Suite 1200-S | Glendale, CO | 80246
JViation.COM

Project date	Project ID	Resource.Resource name	Hours	Sales price	Total sales amount	Description
9/18/2023	10018327.00.006	Joel Alan Wiechmann	2.00	255.00	510.00	meeting with LAS, deice truck receipts drawings
9/25/2023	10018327.00.006	Andrew John Remstad	2.00	285.00	570.00	LAS Deice blending system coordination with DEN
9/28/2023	10018327.00.008	Andrew John Remstad	2.00	285.00	570.00	Weekly Update with Cameron. Updated proposals for Weifield.
10/9/2023	10018327.00.008	Isaac De la Cruz	2.00	180.00	360.00	LAS . Conceptual drawing to port
10/10/2023	10018327.00.008	Isaac De la Cruz	2.00	180.00	360.00	internal call, task list
10/11/2023	10018327.00.008	Isaac De la Cruz	1.00	180.00	180.00	coordination Andrew Pihaly. SWA
10/11/2023	10018327.00.007	Isaac De la Cruz	1.00	180.00	180.00	coordination Andrew Pihaly. SWA
10/18/2023	10018327.00.007	Isaac De la Cruz	3.00	180.00	540.00	LAS, Cameras, Ste discussion,
10/19/2023	10018327.00.007	Rachel Leigh	3.00	170.00	510.00	Glycol permitting and coordination
10/19/2023	10018327.00.008	Isaac De la Cruz	5.00	180.00	900.00	Meetings & Coordination w Weifield, Willscot, TI, LAS

10/23/2023	10018327.00.008	Andrew John Remstad	1.00	285.00	285.00	Permits for LAS blending station
10/30/2023	10018327.00.008	Isaac De la Cruz	3.50	180.00	630.00	Meetings / Support for LAS, Trailer & Cameras.
10/31/2023	10018327.00.008	Rachel Leigh	0.50	170.00	85.00	Permitting coordination/coordination with Isaac-glycol
10/31/2023	10018327.00.008	Isaac De la Cruz	4.00	180.00	720.00	Meetings / Support for LAS, Trailer & Cameras.
10/30/2023	10018327.00.007	Joseph Setter	1.50	140.00	210.00	Meetings / Support for LAS, Trailer & Cameras.

Project date	Project ID	Category	Name	Quantity	Cost price	Total sales
10/3/2023	10018327.00.050	Field Vehicle	Remstad, Andrew	1.00	85.00	85.00
10/4/2023	10018327.00.050	Field Vehicle	Remstad, Andrew	1.00	85.00	85.00
10/9/2023	10018327.00.050	Field Vehicle	Remstad, Andrew	1.00	85.00	85.00
				3.00		255.00

APPLICATION FOR PAYMENT

Bill To:

Southwest Airlines Co
ATTN: Corporate Facilities
2702 Love Field Drive
Dallas, TX. 75235

Invoice Date: 12/19/2023**Invoice Number:** SWA-Winter-3**Application Number:** 3**Manager:** Andy Remstad**Location:** DEN**Project Name:** DEN - New GUB Building**Project ID:** PAR Number IT-02207-CAP-001**Period To:** 12/15/2023**Contract Date:** 7/27/2023**Remit To:**

JVIATION, INC.
PO Box 715437
Cincinnati, OH 45271-5437

Application is made for payment
with the Contract. Schedule c

Glycol scope = \$4,732.50

1	ORIGINAL CONTRACT SUM	\$17,810.00
2	NET CHANGE BY CHANGE ORDERS	\$37,965.00
3	CONTRACT SUM TO DATE (Line 1 and 2)	\$55,775.00
4	TOTAL COMPLETED & STORED TO DATE	\$55,766.25
5	10% RETAINAGE	\$0.00
6	TOTAL EARNED LESS RETAINAGE	\$55,766.25
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior Certificate)	\$46,451.25
8	REIMBURSABLES (if applicable) Pass Thru Cost-Not part of contract	\$0.00
9	CURRENT AMOUNT DUE - LESS SALES TAX	\$9,315.00
10	CURRENT SALES TAX AMOUNT DUE (if applicable)	\$0.00
11	CURRENT AMOUNT DUE INCLUDING SALES TAX	\$9,315.00
12	BALANCE TO COMPLETE, PLUS RETAINAGE	\$8.75

ALL PRICES INCLUDE APPLICABLE SALES, USE AND EXCISE TAXES

Southwest®




A WOOLPERT COMPANY

FINAL INVOICE

Bill To
Southwest Airlines Co. ATTN: Corporate Facilities 2702 Love Field Dr. Dallas, Texas 75235

Date	Invoice #
12/19/2023	SWA-Winter-3
Period of Performance	
11/1/23 - 12/15/23	

Project					
DEN - Winter Ops Improvements					
PAR Number IT-02207, CAP-001					
Contact: Cameron Leach					
Description	Hours/Unit	Billing Rate	Current Total		
CONSTRUCTION ADMINISTRATION - EXPENSES					
Vehicle Units - Field Vehicle	1.00	\$ 85.00	\$ 85.00		
TOTAL CONSTRUCTION ADMINISTRATION - EXPENSES			\$ 85.00		
NEW CAMERAS AT CONOURSE C - LABOR					
Electrical Phase Manager III	0.50	\$ 255.00	\$ 127.50		
Engineer PM II	11.00	\$ 180.00	\$ 1,980.00		
Engineer PM I	0.50	\$ 170.00	\$ 85.00		
TOTAL NEW CAMERAS AT CONOURSE C - LABOR			\$ 2,192.50		
REPLACE GLYCOL DISPENSING STATIONS					
Project Manager IV	1.00	\$ 285.00	\$ 285.00		
Electrical Phase Manager IV	3.00	\$ 275.00	\$ 825.00		
Engineer PM II	0.50	\$ 180.00	\$ 90.00		
Engineer PM I	0.75	\$ 170.00	\$ 127.50		
Architectural Designer I	2.50	\$ 140.00	\$ 350.00		
Accounting/Support	1.50	\$ 155.00	\$ 232.50		
TOTAL REPLACE GLYCOL DISPENSING STATIONS			\$ 1,910.00		
TEMPORARY TRAILER DEICE COMMAND CENTER					
Electrical Phase Manager IV	1.00	\$ 275.00	\$ 275.00		
Engineer PM II	21.00	\$ 180.00	\$ 3,780.00		
Architectural Designer I	6.00	\$ 140.00	\$ 840.00		
Accounting/Support	1.50	\$ 155.00	\$ 232.50		
TOTAL TEMPORARY TRAILER DEICE COMMAND CENTER			\$ 5,127.50		
TOTAL LABOR AND EXPENSE			\$ 9,315.00		
Phase	Contract Amount	% Complete	Current	Previously Billed	Amount Remaining
Project Management	\$ 3,100.00	100%	\$ -	\$ 3,097.50	\$ 2.50
Design and Production	\$ 9,575.00	100%	\$ -	\$ 9,575.00	\$ -
Expenses - Design and Production	\$ 170.00	100%	\$ -	\$ 170.00	\$ -
Construction Administration	\$ 3,065.00	100%	\$ -	\$ 3,063.75	\$ 1.25
Expenses - Construction Administration	\$ 170.00	100%	\$ 85.00	\$ 85.00	\$ -
Post Construction	\$ 1,730.00	100%	\$ -	\$ 1,730.00	\$ -
New Cameras at Concourse C	\$ 6,805.00	100%	\$ 2,192.50	\$ 4,612.50	\$ -
Replace Glycol Dispensing Station	\$ 8,090.00	100%	\$ 1,910.00	\$ 6,180.00	\$ -
Temporary Trailer Deice Command Center	\$ 23,070.00	100%	\$ 5,127.50	\$ 17,937.50	\$ 5.00
Total Contract	\$ 55,775.00		\$ 9,315.00	\$ 46,451.25	\$ 8.75
Project Manager Signature 			Total Due This Invoice	\$	9,315.00

For questions regarding this invoice, please email jvi.accounting@woolpert.com.

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Please Remit Payments To:

ACH Information

Financial Institution: Key Bank
Account Name: Jviation, Inc.
Account Type: Checking
ABA: 021052053
Account Number: 19504782

Lockbox Information

Account Name: Jviation, Inc.
PO Box 715437
Cincinnati, OH 45271-5437

Main 303.524.3030
Fax 303.524.3031

720 South Colorado Boulevard | Suite 1200-S | Glendale, CO | 80246
JViation.COM

Project date	Project ID	Resource/Resource name	Hours	Sales price	Total sales amount	Description
11/1/2023	10018327.00.010	Isaac De la Cruz	0.50	180.00	90.00	Meetings / Support for LAS, Trailer & Cameras.
11/1/2023	10018327.00.012	Isaac De la Cruz	3.50	180.00	630.00	Meetings / Support for LAS, Trailer & Cameras.
11/2/2023	10018327.00.012	Isaac De la Cruz	3.00	180.00	540.00	Meetings / Support for LAS, Trailer & Cameras.
11/2/2023	10018327.00.011	Rachel Leigh	0.50	170.00	85.00	Permitting coordination- glycol
11/2/2023	10018327.00.011	Isaac De la Cruz	0.50	180.00	90.00	Meetings / Support for LAS, Trailer & Cameras.
11/3/2023	10018327.00.011	Rachel Leigh	0.25	170.00	42.50	Permit resubmittal- glycol
11/3/2023	10018327.00.012	Isaac De la Cruz	2.50	180.00	450.00	Meetings / Support for LAS, Trailer & Cameras.
11/6/2023	10018327.00.012	Isaac De la Cruz	2.00	180.00	360.00	LAS Meeting / LAS coordination
11/7/2023	10018327.00.010	Isaac De la Cruz	4.00	180.00	720.00	LAS coordination / Pre-NTP requirements / Camera coordination
11/8/2023	10018327.00.012	Isaac De la Cruz	3.00	180.00	540.00	LAS coordination / Pre-NTP requirements, Trailer Coordination
11/13/2023	10018327.00.012	Isaac De la Cruz	2.00	180.00	360.00	Internal Meeting / LAS
11/13/2023	10018327.00.011	Andrew John Remstad	1.00	285.00	285.00	LAS - Glycol Blender Meeting
11/14/2023	10018327.00.010	Isaac De la Cruz	2.00	180.00	360.00	LAS Coordination / Camera Coordination
11/20/2023	10018327.00.012	Isaac De la Cruz	1.00	180.00	180.00	LAS Call / Wellfield Coordination



APPLICATION FOR PAYMENT

Bill To: Southwest Airlines Co ATTN: Corporate Facilities 2702 Love Field Drive Dallas, TX. 75235	Invoice Date: 11/30/2023 Invoice Number: 7081 Application Number: 1 Manager: Cameron Leach Location: Denver Station Project Name: Winter Operations Project ID: IT-02207 CAP-03 Period To: 11/30/2023 Contract Date: 9/19/2023
Remit To: Liquid Automation Systems 916 Belcher Dr Pelham, AL 35124	

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

1	ORIGINAL CONTRACT SUM	\$749,575.00
2	NET CHANGE BY CHANGE ORDERS	\$0.00
3	CONTRACT SUM TO DATE (Line 1 and 2)	\$749,575.00
4	TOTAL COMPLETED & STORED TO DATE	\$711,575.00
5	10% RETAINAGE	\$0.00
6	TOTAL EARNED LESS RETAINAGE	\$711,575.00
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior Certificate)	\$0.00
8	REIMBURSABLES (if applicable)	\$0.00
9	CURRENT AMOUNT DUE - LESS SALES TAX	\$711,575.00
10	CURRENT SALES TAX AMOUNT DUE (if applicable)	\$0.00
11	CURRENT AMOUNT DUE INCLUDING SALES TAX	\$711,575.00
12	BALANCE TO COMPLETE, PLUS RETAINAGE	\$38,000.00

ALL PRICES INCLUDE APPLICABLE SALES, USE AND EXCISE TAXES

Southwest[®]

916 Belcher Drive
Pelham, AL 35124
T 205.378.1060
F 205.685.3001

Invoice

Date	Invoice #
11/30/2023	7081

Bill To
SOUTHWEST AIRLINES CO. ATTN: CORPORATE FACILITIES 2702 LOVE FIELD DRIVE DALLAS, TX 75235

Ship To			
DEN			
	Terms	Due Date	FOB
	Net 30	12/30/2023	

S.O. No.	P.O. No.	Ship Date	Ship Via	Project
2920	IT-02207-GSA	11/10/2023		LADS1157-DEN

[illegible]

**** Because of recent fraudulent activity, do not change any payment/banking information for Liquid Automation Systems, LLC without verbally verifying the information with Margaret Sudderth, Jef Gaskill or Connie Gaskill at 205-378-1060 ****

<div>** Because of recent fraudulent activity, do not change any payment/banking information for Liquid Automation Systems, LLC without verbally verifying the information with Margaret Sudderth, Jef Gaskill or Connie Gaskill at 205-378-1060 **</div>		<div>TotalUSD 711,575.00</div>
<div>E-mail</div>	<div>accounting@lasusallc.com</div>	<div>Payments/CreditsUSD 0.00</div>
<div>If not paid within 30 days of invoice date, pay the amount due plus a late payment fee of 2%. If payment is not received within 60 days of invoice date, additional charges may apply.</div>		<div>Balance DueUSD 711,575.00</div>

A GLOBAL LEADER IN MISSION CRITICAL FLUID MANAGEMENT

APPLICATION FOR PAYMENT

Bill To: Southwest Airlines Co ATTN: Corporate Facilities 2702 Love Field Drive Dallas, TX. 75235	Invoice Date: 11/30/2023 Invoice Number: 7082 Application Number: 1 Manager: Cameron Leach Location: Denver Station Project Name: Winter Operations Project ID: IT-02207 PSA CAP-02 Period To: 11/30/2023 Contract Date: 9/19/2023
Remit To: Liquid Automation Systems 916 Belcher Dr Pelham, AL 35124	

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

1	ORIGINAL CONTRACT SUM	\$62,821.00
2	NET CHANGE BY CHANGE ORDERS	\$0.00
3	CONTRACT SUM TO DATE (Line 1 and 2)	\$62,821.00
4	TOTAL COMPLETED & STORED TO DATE	\$62,821.00
5	10% RETAINAGE	\$0.00
6	TOTAL EARNED LESS RETAINAGE	\$62,821.00
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior Certificate)	\$0.00
8	REIMBURSABLES (if applicable)	\$0.00
9	CURRENT AMOUNT DUE - LESS SALES TAX	\$62,821.00
10	CURRENT SALES TAX AMOUNT DUE (if applicable)	\$0.00
11	CURRENT AMOUNT DUE INCLUDING SALES TAX	\$62,821.00
12	BALANCE TO COMPLETE, PLUS RETAINAGE	\$0.00

ALL PRICES INCLUDE APPLICABLE SALES, USE AND EXCISE TAXES

Southwest®



916 Belcher Drive
Pelham, AL 35124
T 205.378.1060
F 205.685.3001

Invoice

Date	Invoice #
11/30/2023	7082

Bill To
SOUTHWEST AIRLINES CO. ATTN: CORPORATE FACILITIES 2702 LOVE FIELD DRIVE DALLAS, TX 75235

Ship To
DEN

Terms	Due Date	FOB
Net 30	12/30/2023	

S.O. No.	P.O. No.	Ship Date	Ship Via	Project
2921	IT-02207 PSA	11/10/2023		LADS1157-DEN

Item	Description	Invoiced	Rate	Amount
Design	Design, PM, Startup, Training and Freight Services	1	57,420.51	57,420.51
Travel-Inc.	Travel Expenses – Ben Ledbetter, Matt MacLachlan 11/13/23-11/18/23 •Gas - \$24.91 •Car - \$501.19 •Lodging - \$1844.03 •Meals - \$498.81 •Parking - \$144.00 •Airfare - \$1896.60	1	4,909.54	4,909.54
Travel-Inc.	Travel surcharge per agreement	1	490.95	490.95

** Because of recent fraudulent activity, do not change any payment/banking information for Liquid Automation Systems, LLC without verbally verifying the information with Margaret Sudderth, Jef Gaskill or Connie Gaskill at 205-378-1060 **

Total USD 62,821.00

E-mail accounting@lasusallc.com

Payments/Credits USD 0.00

If not paid within 30 days of invoice date, pay the amount due plus a late payment fee of 2%.
If payment is not received within 60 days of invoice date, additional charges may apply.

Balance Due USD 62,821.00

A GLOBAL LEADER IN MISSION CRITICAL FLUID MANAGEMENT

APPLICATION FOR PAYMENT

Bill To:	Invoice Date:	3/13/2024
Southwest Airlines Co	Invoice Number:	7378
ATTN: Corporate Facilities		
2702 Love Field Drive		
Dallas, TX. 75235	Application Number:	2
	Manager:	Cameron Leach
Remit To:	Location:	Denver Station
Liquid Automation Systems	Project Name:	Winter Operations
916 Belcher Dr	Project ID:	IT-02207
Pelham, AL 35124	Period To:	3/13/2024
	Contract Date:	9/19/2023

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

Cameron Leach, Southwest Airlines 03.21.2024 11:34 AM
This should be CAP 3 not 2. Nothing to bill against.

1	ORIGINAL CONTRACT SUM	\$749,575.00
2	NET CHANGE BY CHANGE ORDERS	\$0.00
3	CONTRACT SUM TO DATE (Line 1 and 2)	\$749,575.00
4	TOTAL COMPLETED & STORED TO DATE	\$741,146.00
5	10% RETAINAGE	\$0.00
6	TOTAL EARNED LESS RETAINAGE	\$741,146.00
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 from prior Certificate)	-\$711,575.00
8	REIMBURSABLES (if applicable)	\$0.00
9	CURRENT AMOUNT DUE - LESS SALES TAX	\$29,571.00
10	CURRENT SALES TAX AMOUNT DUE (if applicable)	\$0.00
11	CURRENT AMOUNT DUE INCLUDING SALES TAX	\$29,571.00
12	BALANCE TO COMPLETE, PLUS RETAINAGE	\$8,429.00

ALL PRICES INCLUDE APPLICABLE SALES, USE AND EXCISE TAXES



916 Belcher Drive
Pelham, AL 35124
T 205.378.1060
F 205.685.3001

Invoice

Date	Invoice #
3/13/2024	7378

Bill To
SOUTHWEST AIRLINES CO. ATTN: CORPORATE FACILITIES 2702 LOVE FIELD DRIVE DALLAS, TX 75235

Ship To			
DEN			
	Terms	Due Date	FOB
	Net 30	4/12/2024	

S.O. No.	P.O. No.	Ship Date	Ship Via	Project
2998	IT-02207-GSA	12/28/2023		LADS1157-DEN

[illegible]

**** Because of recent fraudulent activity, do not change any payment/banking information for Liquid Automation Systems, LLC without verbally verifying the information with Margaret Sudderth, Jef Gaskill or Connie Gaskill at 205-378-1060 ****

<p>** Because of recent fraudulent activity, do not change any payment/banking information for Liquid Automation Systems, LLC without verbally verifying the information with Margaret Sudderth, Jef Gaskill or Connie Gaskill at 205-378-1060 **</p>		<p>Total</p> <p>USD 29,571.00</p>
<p>E-mail</p>	<p>accounting@lasusallc.com</p>	<p>Payments/Credits</p> <p>USD 0.00</p>
<p>If not paid within 30 days of invoice date, pay the amount due plus a late payment fee of 2%. If payment is not received within 60 days of invoice date, additional charges may apply.</p>		<p>Balance Due</p> <p>USD 29,571.00</p>

If not paid within 30 days of invoice date, pay the amount due plus a late payment fee of 2%.
If payment is not received within 60 days of invoice date, additional charges may apply.

A GLOBAL LEADER IN MISSION CRITICAL FLUID MANAGEMENT

Exhibit M-1 and M-2

EXHIBIT M-1
AFFILIATE DESIGNATION FORM

Date: _____

Airline: _____

Affiliate: _____

Pursuant to Part VI of the Airline Use and Lease 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:_____

Name:_____

Title:_____

EXHIBIT M-2

AFFILIATE WITHDRAWAL OF DESIGNATION FORM

Date: _____

Airline: _____

Affiliate: _____

1. 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:_____

Date:_____

Contract Control Number: PLANE-202476900-01 / LEGACY-202053303-01
Contractor Name: SOUTHWEST AIRLINES CO

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

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202476900-01 / LEGACY-202053303-01
SOUTHWEST AIRLINES CO

By: Ted A. Gordon

Name: _____
(please print) **Ted A. Gordon**
Vice President-Airport Affairs
Title: _____
(please print)

ATTEST: [if required]

By: Twyla Jones

Name: Twyla Jones
(please print)
Title: Sr. Lease Associate
(please print)

Contract Control Number:
Contractor Name:

PLANE-202476900-01 / LEGACY-202053303-01
SOUTHWEST AIRLINES CO

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202476900-01 / LEGACY-202053303-01
SOUTHWEST AIRLINES CO

By: SEE ATTACHED

Name: TED A. GORDON
(please print)

Title: VICE PRESIDENT - AIRPORT AFFAIRS
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)