AMENDED AND RESTATED AIRLINE GENERAL USE BUILDING FACILITY LEASE AGREEMENT

Between

CITY AND COUNTY OF DENVER

And

SOUTHWEST AIRLINES CO.

At

DENVER INTERNATIONAL AIRPORT

AMENDED AND RESTATED AIRLINE GENERAL USE BUILDING FACILITY LEASE AGREEMENT

THIS AMENDED AND RESTATED AIRLINE GENERAL USE BUILDING FACILITY LEASE AGREEMENT (the "**Lease**"), is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, acting for and on behalf of its Department of Aviation (the "**City**"), and **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 (the "**Airline**") (collectively, the City and the Airline are the "**Parties**").

WITNESSETH

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

WHEREAS, the Airline is a certificated air carrier in the business of providing scheduled air passenger service and transporting property, cargo and mail, or one or more thereof, to and from the Airport by aircraft; and

WHEREAS, the Parties entered into an Airport Use and Facilities Lease Agreement dated March 20, 2020, contract number 202053303, as amended, (the "**Airport Use Agreement**") pursuant to which the Airline has certain rights to use the facilities designated therein at the Airport subject to certain obligations; and

WHEREAS, the Parties hereto entered into a certain Airline General Use Building Facility Lease Agreement, City Contract No. 202262801, executed on April 12, 2023 (the "**Original Lease**"); and

WHEREAS, the Airline constructed and is operating at the Airport a General Use Building to facilitate and support Airline operations at the Airport, (the "**GUB Facility**") pursuant to the terms of the Original Lease; and

WHEREAS, the Parties now wish to enter into this Lease to amend, restate, and supersede the Original Lease and govern, for the Term, the Parties' rights and obligations with respect to the Airline's use of the Ground (as defined below) for the purposes of (i) the Airline's use, management, and operation of the GUB Facility; (ii) and other rights of the Parties with respect to the Ground and the GUB Facility.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Airline do hereby mutually undertake, promise and agree, each for itself and its successors, as follows:

PART I
LEASE AND USE OF THE PROPERTY

1.01 LEASE OF GROUND.

The City hereby leases to the Airline, and the Airline hereby leases from the City, the ground as set forth in **Exhibits A and B** (the "**Ground**"), on the terms and conditions set forth in this Lease. The City expressly reserves from this Lease (i) all water, gas, oil and mineral rights in and under the soil and (ii) a public right of flight through the air space above the Ground, as defined below. The Parties agree that the total square footage of the Ground equals 546,620 square feet. The Ground, together with the GUB Facility, shall be referred to collectively as the "**Property**."

1.02 CONSTRUCTION AND OWNERSHIP OF THE GUB FACILITY.

A. The Airline shall have the right to use the Ground for the purposes of operating the GUB Facility on the Ground.

B. During the Term of this Lease, Airline shall own the GUB Facility. The Airline shall have the right to use the Ground and operate the GUB Facility once constructed.

C. Upon the expiration or early termination of this Lease, the GUB Facility, including all buildings, improvements, fixtures, and the equipment which are constructed on the Ground, but excluding Airline Fixed Property and Airline Personal Property, shall automatically become, at no cost to the City, the sole property of the City.

1.03 ACCESS.

Subject to any rules and regulations adopted and promulgated by the City regarding the Airport, including, without limitation, any nondiscriminatory rules and regulations governing entrance to and use of the Airport, the Airline has the right of access, ingress to and egress from the Property for the Airline's employees, agents, guests, patrons, contractors, subcontractors, and invitees, its or their suppliers of materials and furnishers of services, and its or their equipment, vehicles, machinery and other property; and no fee, charge or toll shall be charged directly or indirectly for access rights to the Property; provided that nothing herein shall change the Airline's obligations under the Airport Use Agreement. The foregoing shall not preclude the City or its concessionaires or licensees from making and collecting a charge for the use of public motor vehicle parking areas located off the Property, sightseeing facilities, or ground transportation to or from the Airport furnished by the City or its concessionaires or licensees, or preclude the City from imposing any excise taxes, including without limitations, sales, use and occupation taxes, any permit or license fees, and any property or proprietary interest taxes not inconsistent with the rights and privileges granted to the Airline hereunder.

1.04 MODIFICATION OF ACCESS ROUTE.

Upon reasonable prior written notice to the Airline, the City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such access, ingress and egress to and from the Property, and any other area at the Airport, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided is substituted therefor and is concurrently made available therefor. The Airline hereby releases and discharges the City from any and all claims, demands or causes of action which the Airline may have against the City from time to time, arising or alleged to arise out of the closing of any roadway, taxiway/apron or other right-of-way for such access, ingress and egress to or from the Property, or other area at the Airport, so long as the City makes concurrently available a means of access, ingress and egress reasonably equivalent to that existing prior to each such modification.

1.05 USE OF THE PROPERTY.

The Airline shall have the right to use the Ground and the GUB Facility as a provisioning facility and ground service maintenance, repair and storage, together with associated ancillary uses, such as offices, conference rooms, break rooms and training rooms. The Airline, with the approval of the CEO, which approval shall not be unreasonably withheld or delayed, shall be permitted to use the Property for any additional use which constitutes a proper airport purpose and which is related to the operation of a scheduled air transportation business. The Airline shall not commit waste of the Ground and shall not commit or permit any nuisance from or upon the Property.

PART II
PAYMENTS UNDER THIS LEASE

2.01 PAYMENT OF MONTHLY RENT.

A. Rental payments for the Ground commenced on April 12, 2023. The rental fee for the Ground ("**Ground Rent**" or "**Monthly Rent**") shall be paid per month, pro-rata for any partial month, based upon the rental rates set forth in the City's Airport Rules and Regulations ("**Airport Rules**"), Part 120 Fees and Charges, at Section 120.01.09, available at the Airport website, https://www.flydenver.com/about/administration/rules_regulations. The current applicable rental rate under Rule 120.01.09 is $1.03 per square foot. At the current rental rate set forth in Rule 120, the annual Ground Rent is $563,018.60 per year, payable in monthly installments of $46,918.22. This Ground Rent rate is subject to change as the City may update, amend or change the applicable rental rate through the Airport Rules so long as the City provides public notice of such update, amendment or change.

B. There shall be no rental fee payment owed by Airline for the GUB Facility ("**Facility Rent**") during the Term of this Lease, it being recognized and agreed that Airline paid all costs for the construction of the GUB Facility in lieu of paying any Facility Rent. However, in the event Airline's possession of the Property extends in any way past the Term of this Lease, then Airline shall be required to pay Facility Rent to the City at the then-existing rate established in the Airport's Rates and Charges set forth in the Airport

Rules, and based upon the final size (square feet) of the GUB Facility, as set forth in the "as-built" plans. In this case, the Facility Rent shall be included within the term Monthly Rent.

PART III
PROVISIONS RELATING TO THE PROPERTY

3.01 MAINTENANCE OF THE PROPERTY.

A. All cost of maintenance, care and necessary or appropriate replacement of any part of the Property shall be borne exclusively by the Airline during the Term of this Lease. The Airline covenants and agrees at its expense and without any cost or expense to the City, that:

1. The Airline shall keep the Property in good order and condition and will make all necessary and appropriate repairs and replacements to the Property, including, but not limited to, HVAC, roof, doors, glass, fire protection system, fiber and telecom cables (except for the line into the City managed distribution room inside the GUB Facility and equipment in the City managed distribution room, which is the City's responsibility and which City shall be provided access upon reasonable notice or immediate access in an emergency), electrical system, plumbing system, lined detention pond, oil/water separators, pavement, and all other systems, equipment and infrastructure within the Property and exclusively serving the Property, in all cases subject to ordinary wear and tear;

2. The Airline shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health or likely to create a fire hazard or conducive to deterioration, to remain on any part of the Property or to be disposed of improperly;

3. The Airline shall provide and maintain obstruction lights and all similar equipment or devices located within the Property or serving the property within the Property now or at any time required by any applicable law, ordinance, municipal, State, or Federal regulation;

4. The Airline shall at all times maintain the Property in accordance with all applicable codes of the City, including but not limited to, the Airport Rules, as may be amended or otherwise modified from time to time;

5. The Airline shall be responsible for maintaining all FAA required lighting, signs, and markings within the Property. Airline is responsible for snow removal within the Southwest Lease Line, provided that Airline's snow removal operations shall not impede operations on the VSR; and

6. The Airline shall be responsible for all maintenance and repair of utility infrastructure (such as gas, electric, sewer and water) servicing the Property as follows:

    a. Water: From the meter/fire tap to the GUB Facility building;

    b. Electrical: From the transformer in the utility yard to the GUB Facility; and

    c. Gas: From the high pressure gas meter in the utility yard to the GUB Facility building.

B. Airline shall have access to City property to perform such maintenance and repair work upon reasonable advanced written notice to City (or, in an emergency, Airline shall provide notice as soon as possible).

3.02 AIRLINE FIXED PROPERTY; ALTERATIONS TO THE PROPERTY.

A. Airline Fixed Property.

1. The Airline may, with the prior written approval of the CEO, which approval shall not be unreasonably withheld, at its own cost and expense, install in or at the Property any fixture or improvement or make alterations or do remodeling, germane to the use herein or hereafter granted. Any fixtures or improvements installed, erected or placed by the Airline in, on, or about such Property shall be deemed to be personal property and shall be and remain the property of the Airline (the "**Airline Fixed Property**"); provided that unless modified during the Term in accordance with this Section 3.02, Airline Fixed Property shall not include the GUB Facility as built and documented in the final "as built" plans. The Airline shall have the right at any time during the term of this Lease, so long as an event of default by Airline has not occurred and is continuing under this Lease, to remove any or all of the Airline Fixed Property, subject to the Airline's obligation to repair damage, if any, resulting from such removal. The City, acting by and through its CEO, may advise Airline in writing at the time of such installation, or not less than sixty (60) days in advance of the end of the Term, or not less than thirty (30) days in advance of the early termination of the Lease, of its willingness to accept title to the Airline Fixed Property in lieu of its removal and the subsequent restoration of the Property.

2. Any Airline Fixed Property which the City has directed the Airline to leave in place at the expiration or earlier termination of this Lease (the "**City's Fixed Property**") shall become the property of the City upon payment to the Airline of the balance sheet value with all applicable depreciation

3. On each annual anniversary of the Lease, the Airline shall, upon written request from the City, provide the CEO a current list of all of the Airline

Fixed Property located, used or installed on the Ground or in the GUB Facility.

B. Alterations to the Property.

1. Any improvements, alterations, and additions to the Property shall in all respects be constructed in accordance with the ordinances and any applicable code or rule and regulation of the City and County of Denver, including the Airport Rules governing tenant construction specifications and other non-technical requirements in accordance with the Denver International Airport Design Standards Manual and Denver International Airport Environmental Management System Guidelines, and in accordance with the requirements of 42 U.S.C.A. § 1210 et seq., 49 U.S.C.A. § 41705, and 14 C.F.R. § 382, and pursuant to any required building permit to be obtained from the City and according to the customary terms and conditions thereof.

2. The Airline agrees that it shall include in its contracts with its general contractors, pertaining to any construction on the Property, covenants that require the construction contractor and its subcontractors of any tier to pay all workers, mechanics and laborers according to rates and classifications established under the federal Davis-Bacon Act and Section 20-76 of the Denver Revised Municipal Code ("**DRMC**"), whichever is greater. The Airline further agrees, if requested by the City, to fully comply with the procedural requirements of Section 20-76 of the DRMC.

3.03 AIRLINE PERSONAL PROPERTY.

A. The Airline may from time to time, in its sole discretion and at its own expense, install machinery, equipment, and other personal property on or upon the Property (the "**Airline Personal Property**"). All of the Airline Personal Property shall remain the sole property of the Airline in which the City shall have no interest. The Airline Personal Property may be purchased by the Airline on conditional sale, installment purchase or lease sale contract, or subject to vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof or in any manner desired by the Airline.

B. All of the Airline Personal Property shall be removed by the Airline at its own expense by the expiration or earlier termination of the term of the Lease. The Airline may notify the City no later than one hundred twenty (120) days prior to the date of the expiration of the Lease, or not less than ninety (90) days in advance of the early termination of the Lease, of the Airline's desire not to remove any of the Airline Personal Property or any portion thereof and request approval from the City to allow such Airline Personal Property to remain at the Property following the Term or early expiration of this Lease. The City, acting by and through its CEO, shall notify the Airline, not less than sixty (60) days in advance of such expiration or earlier termination of the Lease, of its willingness to accept title to such of the Airline Personal Property in lieu of restoration of the Ground relating to such Airline Personal Property. If the City does not provide such approval or otherwise rejects the offer of the Airline Personal Property, then such Airline Personal Property shall be removed from the Ground as required herein.

3.04 SUBLETTING, ASSIGNMENT AND GROUND HANDLING ARRANGEMENTS.

A. No interests or rights under this Lease may be transferred except as provided in this Lease. The Airline may sublet, assign or otherwise transfer its interest in the Property, in whole or in part, to another company, subject, however, to each of the following conditions:

1. No sublease, assignment, or other transfer shall relieve the Airline from primary liability for any of its obligations under this Lease, and the Airline shall continue to remain primarily liable for the payment of rentals, fees and charges payable under this Lease until such time as this Lease terminates in accordance with Section 4.01(A) or if the City re-lets the Ground at or above the rate established in Section 2.01. If the City re-lets the Ground for less than the rate established in Section 2.01, the Airline shall only be responsible for the difference between the new rent and the amount listed in Section 2.01;

2. The Airline shall provide written notice to the City, which notice shall include a copy of the proposed sublease, assignment, or other transfer not less than sixty (60) days prior to the proposed effective date of such arrangement;

3. Any sublease, assignment, or other transfer shall be subject to the prior written approval of the CEO, which approval shall not be unreasonably withheld, conditioned, or delayed; and

4. No sublease, assignment or other transfer hereunder to any affiliate or subsidiary corporation of the Airline shall be permitted without compliance with all of the conditions set forth in Subsections 1, 2 and 3 above.

B. Notwithstanding anything contained in Subsection (A) to the contrary, in the event Airline subleases, assigns, or transfers its interests under this Lease to another company ("**Assignee**"), Airline shall be relieved of its obligations and liabilities under the Lease if: (i) Assignee expressly assumes all of Airline's obligations and liabilities hereunder in writing and such writing is delivered to City, and (ii) Assignee has the financial capability, as reasonably determined by the CEO to fulfill and satisfy Airline's obligations and liabilities set forth in this Lease.

3.05 RIGHT TO ENTER AND MAKE REPAIRS.

A. The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right at such times as may be reasonable under the circumstances, upon reasonable prior written notice to the Airline, provided that no written notice is required in an emergency, and with as little interruption to the Airline's operations as is reasonably practicable, to enter upon the Property for the following purposes, it being understood and agreed that no such entry by or on behalf of the City shall cause or constitute a termination of this Lease, be deemed to constitute an interference with the possession thereof by the Airline, or be considered a trespass by City:

1. To inspect the Property at reasonable intervals during regular business hours (or at any time in case of an emergency) to determine whether the Airline has complied and is complying with the terms and conditions of this Lease with respect to the Property.

2. To perform maintenance and make repairs and replacements in any case where the Airline is obligated to do so and has failed after reasonable prior written notice to do so, in which event the Airline shall reimburse the City for the reasonable cost thereof promptly upon demand and production by the City of documentation with respect thereto.

3. To perform maintenance and make repairs and replacements in any case where the City is obligated to do so, and in any other case where the City, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of the Property or to correct any condition likely to cause injuries or damages to persons or property; provided however, that Airline will be responsible to reimburse City for City's reasonable costs under this Paragraph 4.05(A).

4. In the lawful exercise of the City's police power.

3.06 ABANDONMENT OF THE PROPERTY.

If the Airline ceases to occupy and use the Property for a period of six (6) consecutive months other than in connection with a Casualty or due to force majeure as described in Section 6.06 below, the City, acting by and through its CEO, may consider the Property, as the case may be, abandoned, and upon not less than thirty (30) days prior written notice to the Airline, may terminate this Lease. Such notice by the City shall not relieve the Airline of its obligations under this Lease related to the termination of this Lease.

3.07 DESTRUCTION OF PROPERTY.

If the Property or any portion thereof, is damaged or destroyed by fire, flood or natural disaster (a "**Casualty**"), then: (i) the Airline, after consultation and agreement with City, shall forthwith repair, reconstruct and restore the damaged or destroyed portions thereof to substantially the same condition, character, utility and value as existed prior to such Casualty, unless the City and the Airline agree that no such reconstruction is necessary or that reconstruction to some other condition, character, utility and value is appropriate or desired; or (ii) if such property is damaged to such an extent that the Property is untenantable in the Airline's reasonable discretion, or less than three years remain before the expiration of the Term, then Airline may terminate the Lease, in which case Airline shall, within 180 days of its termination notice, restore the Property to the condition that existed before April 12, 2023.

3.08 ENVIRONMENTAL.

A. Definitions.

1. "**Environmental Law**" means federal, state and local laws, ordinances, rules, regulations and common law related in any way to the protection of the environment, health or safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), 42 U.S.C. §9601 et seq. the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., whether now in effect or hereinafter enacted, promulgated, modified or amended, and including the regulations promulgated thereunder.

2. "**Hazardous Materials**" means any "hazardous material", "hazardous substance," "hazardous waste" "toxic substance", "pollutant", "contaminant," "petroleum" and "natural gas liquids," as those terms are defined or used in Section 101 of CERCLA or any other federal, State or local law, statute, ordinance, rule or regulation applicable to the Property, including any amendment of any of the foregoing, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos (whether encapsulated or not), urea formaldehyde, radioactive materials, and per-and polyfluoroalkyl substances.

3. An "**Airline Environmental Issue**" means any Adverse Environmental Condition for which Airline shall be primarily responsible under the terms of this Section 3.08 to remedy such Adverse Environmental Condition.

4. "**Remediation**" (or its verb form "Remediate") means any cleanup, response, removal, remedial, corrective or other action to clean up, detoxify, decontaminate, treat, contain, prevent, cure, mitigate or otherwise remedy any release, threatened release, spill, or discharge of Hazardous Materials, and any action to comply with any Environmental Law with respect to a release, threatened release, spill or discharge of Hazardous Materials.

5. "**Adverse Environmental Condition**" means any violation of Environmental Law or any release, threatened release, spill, or discharge of contamination or hazardous materials on, at, under, from, or about the Property.

B. The Airline may store and use Hazardous Materials on and at the Property for lawful purposes in accordance with all applicable current and future laws, including

Environmental Laws, in the ordinary course of the Airline's present and future maintenance, repair, overhaul of airplanes and other permitted activities. The Airline's use of the Property shall comply with the DEN Environmental Management System Guidelines, which is subject to periodic change. The current version of the Environmental Guidelines is available at: https://www.flydenver.com/about/administration/environmental_management#guidelines. Airline is responsible for keeping itself apprised of any future updated versions of the Environmental Management System Guidelines.

C. Environmental Audits. With respect to the environmental condition of the Ground, within ninety (90) days before the expiration or earlier termination of the Lease (so long as Airline has ample notice of such earlier termination of the Lease), the Airline shall obtain, at Airline's sole cost, and provide the City with a copy of, a Phase I Environmental Site Assessment performed in accordance with the then-existing standard for Phase I environmental site assessments (the "**Airline Phase I**"), prepared by an environmental consultant reasonably acceptable to the City and authorizing the City to rely on the Airline Phase I. In the event Airline fails to obtain the Airline Phase I, the City may obtain a Phase I Environmental Site Assessment, the cost of which shall be reimbursed by Airline within thirty (30) days of receipt from the City of the invoice(s) for the Phase I Environmental Site Assessment.

D. Remediation of Adverse Environmental Conditions.

1. Airline shall be responsible for any Adverse Environmental Conditions which occur during the Term; provided, however, that (i) Airline shall have no responsibility and liability for any contamination or Hazardous Materials which have migrated onto the Property, except to the extent the off-site release was caused by Airline or the Airline's officers, employees, contractors, subcontractors, or agents; (ii) Airline shall have no responsibility or liability to the extent such Adverse Environmental Condition was caused by the City, or its officers, employees, contractors, subcontractors, invitees, or agents (and therefore, the City shall be responsible to the extent it caused such Adverse Environmental Condition); and (iii) Airline shall have no responsibility or liability for any Adverse Environmental Condition that occurred prior to the commencement of the Term or after expiration of the Term, unless any such Adverse Environmental Condition occurring after the expiration of the Term was directly caused by Airline.

2. If there is any sudden or accidental release or threat of release of any Hazardous Materials at the Property during the Term, then Airline shall (i) have the primary responsibility for making the appropriate initial reports to the applicable Federal, state or local administrative agency with applicable authority over the adverse environmental condition (the "**Regulator**"), and (ii) have the primary responsibility for taking the appropriate emergency

actions to respond to the release or threat of release, including stopping and containing such release or threatened release.

3. Conduct of Remediation by Airline of an Adverse Environmental Condition. The following provisions shall apply when Airline is required under this Lease and any applicable Environmental Law to Remediate an Adverse Environmental Condition. All of the work required to be performed by Airline under this Section shall be at Airline's sole cost and expense.

   a. Airline shall be primarily responsible for making any and all required reports, including, during the Term, initial notification of any Airline Environmental Issue, to the Regulator. In the event the Airline is no longer in possession of the Property or no longer has access to the Airport, City shall be responsible for initial notification of any Adverse Environmental Condition to the Regulator.

   b. Airline will conduct the Remediation of any Airline Environmental Issue in full compliance with all applicable Environmental Law, including when necessary, removal and proper disposal of contaminants and Hazardous Materials. Unless otherwise directed by a Regulator, Airline's Remediation shall restore the applicable contaminated soils and groundwater to non-residential cleanup standards or their equivalent. Airline will cause all such Remediation to be performed by a fully certified and licensed contractor in full compliance with applicable local, state, and federal laws, regulations, and ordinances, including Airport Rules.

   c. Airline will cause all such Remediation, including the submittal of any required periodic reports to the Regulator, to be commenced and performed within a reasonable time and with reasonable due diligence, keeping in mind Airline's business needs, until all legally applicable Remediation standards have been met and the Regulator has issued a "No Further Action Letter", or its reasonable equivalent, stating that no further Remediation is presently required under Environmental Law (a "**No Further Action Letter**").

   d. Airline shall provide the City with a copy of any environmental report prepared by Airline or its agents that is submitted to a Regulator within thirty (30) days after its submission.

   e. Airline shall provide the City with quarterly progress reports while there is any on-going Remediation being performed by

Airline. The quarterly reports shall be submitted to the City on April 1, July 1, October 1 and January 5.

f. Within ten (10) days of receiving the No Further Action letter (or its equivalent), Airline shall deliver a copy of the No Further Action letter (or its equivalent) to the City. By no later than sixty (60) days (or if more than sixty (60) days is needed to perform such action, such reasonable time period as is necessary) after Airline's receipt of the No Further Action Letter (or its equivalent), Airline shall, at its sole cost and expense, restore the Property, and any improvements located on any other portion of the Airport impacted by the Remediation, to the condition that existed before the commencement of any Remediation, reasonable wear and tear excepted, by the Airline to address the adverse environmental condition.

g. In the event the Airline is no longer in possession of the Property, or no longer has access to the Airport as necessary to perform Remediation, then prior to entry onto the Property to conduct such Remediation, Airline shall provide seven (7) days prior written notice to the City, which notice shall include the identity of the entities and individuals who will require access and a description of the work to be performed. Airline agrees that, prior to accessing the Property or Airport to undertake any Remediation, Airline shall provide or cause its contractors, agents and consultants to provide the City with certificates of insurance, from an insurance company licensed to do business in the State of Colorado, for each and every entity entering the Property or Airport, evidencing liability insurance in the amount of at least One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate for personal injury and property damage, and Environmental Liability insurance and professional errors and omissions insurance with a limit of not less than Five Million and 00/100 Dollars ($5,000,000.00) for each occurrence and in the aggregate. The City shall be named as an additional insured on all such required insurance policies.

E. The obligations set forth in Section 3.08(D) shall survive the expiration or early termination of the Lease; however, such period shall not exceed the time periods set for in the applicable statute of limitations period.

PART IV
TERM OF LEASE

4.01 TERM OF LEASE.

A. The term of this Lease commenced on April 12, 2023 (the "**Original Effective Date**") and shall terminate on the earlier to occur of:

1. 30 years from the Original Effective Date (the "**Term**");

2. Any early termination in accordance with Sections 3.07, 4.02, 4.03, or Part VIII; or

3. At the City's or the Airline's option, upon the date on which the Airport Use Agreement expires or is terminated in accordance with its terms.

4.02 TERMINATION OF LEASE BY AIRLINE.

A. The Airline, at its option, may declare this Lease terminated upon the happening of any one or more of the following events:

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

2. If by legislative action of the United States the Airline is deprived of such certificate or similar document; or

3. If a court of competent jurisdiction issues an injunction or restraining order against the City or any successor body to the City preventing or restraining the Airport for airport purposes in its entirety, or the use of any part thereof which may be used by the Airline and which is substantially necessary to the Airline for its operations, and if such injunction remains in force for a

period of ninety (90) days or more and is not stayed by appeal or a writ of error; or

4. If the City's operation of the Airport is substantially restricted by action of any federal or other governmental agency having jurisdiction with respect thereto which substantially and adversely affects, for a period of at least ninety (90) days, the Airline's use of the Airport in the conduct of its air transportation business; provided, however, that none of the foregoing is due primarily to any fault of the Airline.

4.03 SURVIVAL OF CERTAIN PROVISIONS.

Upon termination of this Lease, the parties hereto shall be relieved from all obligations hereunder except as set forth in Sections 3.08(D), 4.04, 4.05, 6.02, 6.05, 9.02, 9.10, and 9.16. The right of any party hereto to terminate this Lease shall not in any manner affect or limit such party's right to exercise any other right or remedy it may then have under applicable law.

4.04 SURRENDER AND HOLDING OVER.

A. The Airline covenants that at the expiration or early termination of the Lease, it will quit and surrender such Property in good state and condition, except for reasonable wear and tear, and damage due to the negligent or willful act or omission by the City, and, except as otherwise provided in Sections 3.02 and 3.03, the Airline shall forthwith remove therefrom all of the Airline Fixed Property and the Airline Personal Property. The City shall have the right on such termination to enter upon and take possession with or without process of law, without liability for trespass.

B. Should the City allow, in writing, the Airline to hold over its use or occupancy of any portion of the Property after the expiration of the term of this Lease, such holding over shall be deemed merely a tenancy from month to month. The Monthly Rent, which will include Facility Rent, for each month of such holding over shall be paid as required by Section 2.01. All conditions as herein or hereafter provided shall remain the same, except for term.

4.05 TERMINATION OF HOLDOVER.

If the Airline holds over pursuant to Section 4.04, either party may, with or without cause, cancel or terminate said tenancy by giving not less than thirty (30) days prior written notice to the other party. Said notice shall set out the date of such cancellation and termination.

PART V
GENERAL PROVISIONS

5.01 "CEO" DEFINED.

As used in this Lease, the term the "**CEO**" shall mean the Chief Executive Officer of the City's Department of Aviation or the CEO's successor in function having jurisdiction over the management, operation and control of the Airport.

5.02 CEO'S AUTHORIZED REPRESENTATIVE.

Wherever reference is made herein to the "**CEO's authorized representative**", or words of similar import are used, it shall mean the Chief Financial Officer of the City's Department of Aviation or his/her successor in function (the "**CFO**"). The CFO shall be such authorized representative of said CEO until notice otherwise is hereafter given to the Airline.

5.03 AGREEMENTS WITH THE UNITED STATES.

This Lease is subject and subordinate to the provisions of any agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Improvement Act of 1982, as amended. The provisions of **Appendix 1**, attached hereto, are incorporated herein.

5.04 BOND ORDINANCE.

A. This Lease is in all respects subject and subordinate to any and all City bond ordinances applicable to the Airport and airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances.

B. To the extent property subject to this Lease was financed by the net proceeds of tax-exempt bonds and such property is owned by the City, Airline agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. To the extent any such property is subject to this Lease, the Airline agrees to make an irrevocable election (binding on itself and all successors in interest under this Lease) not to claim depreciation or an investment credit with respect to any property subject to this Lease which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

5.05 LAWS, REGULATIONS AND AGREEMENTS TO BE OBSERVED; DISPUTE RESOLUTION.

A. The Airline shall not use, or permit the use by parties authorized by the Airline, the Property, or any other portion thereof, or any part of the Airport to which it is granted a right of use or occupancy by this Lease, for any purpose or use other than those authorized by this Lease, or hereafter authorized in writing by the CEO. No use shall be considered authorized by this Lease if such use would adversely affect the tax exempt status of Airport Revenue Bonds.

B. The Airline shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with the rules and regulations governing the use of the Property and any other portion of the Airport used by the Airline pursuant to this Lease as may from time to time be adopted and promulgated by the City for the management, operation and control of the Property, including those pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided, however, such rules and regulations shall not be inconsistent with the rights herein granted to the Airline; provided, further, that nothing herein shall be considered to restrict the lawful police power of the City.

C. The Airline shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by federal, state, local or other governmental bodies (including without limitation the City Charter, the DRMC, City Executive Orders, and the City's fiscal rules) and applicable to or affecting the Airline and its operations and activities in and at the Airport, including the Property, and also including using the Airfield Area in accordance with the Federal Aviation Administration's flight tracks and other restrictions and limitations regarding noise emanating from departing aircraft from the Airport, as set forth in the Final Environmental Impact Statement for the New Denver Airport.

D. It is agreed and understood by the parties hereto that disputes arising under or related to this Lease shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, DRMC. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the Airline's right to appeal the determination under Colorado Rule of Civil Procedure 106.

E. The Lease shall be deemed to have been made in the City and County of Denver, State of Colorado, and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the DRMC, Rules, Regulations, Executive Orders and fiscal rules of the City.

PART VI
PERFORMANCE BOND, INDEMNIFICATION AND INSURANCE

6.01 GUARANTY OF PERFORMANCE.

A. Except as otherwise provided by Airport Rules, as they may be adopted or amended from time to time, upon execution of this Lease, the Airline shall deliver to the CEO, and shall maintain in effect at all times during the term of this Lease, including a period of six (6) months after expiration or earlier termination of the Lease, a valid, corporate performance bond or an irrevocable Letter of Credit, in an amount equal to three (3) months of Monthly Rent, payable without condition to the City, with surety acceptable to and approved by the City's CEO, which bond or irrevocable letter of credit shall guarantee to the City full and faithful performance of all of the terms and provisions of this Lease to be performed by the Airline, and as said Lease may be amended, supplemented or extended.

B. Alternatively, the Airline may modify the Airport Use Agreement letter of credit or performance bond to include this Lease, deliver the same to the CEO upon the commencement of the term of this Lease and maintain modified Airport Use Agreement letter of credit or performance bond in effect at all times during the term of this Lease, including a period of six (6) months after expiration or earlier termination of the Lease.

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

6.02 INDEMNIFICATION.

A. Airline agrees to indemnify and save harmless the City, its officers, agents and employees, from and against (1) any and all loss of or damage to property, or injuries to, or death of, any person or persons, including property and officers, employees and agents of the City; and (2) all claims, damages, suits, costs, expense, penalties, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, which in any way result from, or arise out of, Airline's operations under this Lease, or its use or occupancy of any portion of the Airport and the acts, omissions, or wrongful conduct of officers, employees, agents, contractors or subcontractors of the Airline, including without limitation, the provision or failure to provide security as herein required and the use, disposal, generation, transportation or release of Hazardous Substances at the Airport by the Airline, its contractors, employees, agents, customers, or anyone claiming or acting by or through the Airline.

B. Airline further agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Airfield, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Airline's employees, agents, contractors or subcontractors and such incursion or breach results in a civil penalty action being brought against the City by the United States Government, Airline agrees to reimburse the City for all expenses, including reasonable attorneys' fees, incurred by the City in defending against the civil penalty action and for any civil penalty or settlement amount paid by the City as a result of such incursion or breach of airfield or sterile area security. The City shall notify Airline of any allegation, investigation, or proposed or actual civil penalty sought by the United States Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this Paragraph include but are not limited to those paid or incurred as a result of violation of Transportation Security Administration regulations, including 49 C.F.R., Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

C. The terms of this indemnity include an agreement by Airline to indemnify, defend and hold harmless the City from and against any and all expense, loss, claim, damage, or liability suffered by City by reason of Airline's breach of any environmental requirement existing under federal, state or local law, regulation, order or other legal requirement in connection with any of Airline's acts, omissions, operations or uses of property relating to this Lease, or such a breach by the act or omission of any of Airline's officers, employees, agents, or invitees, whether direct or indirect, or foreseen or unforeseen, including (but not limited to) all cleanup and remedial costs actually and reasonably incurred to satisfy any applicable remediation obligation required by federal, state or local law; and reasonable legal fees and costs incurred by City in connection with enforcement of this provision, but excluding damages solely relating to diminution in value of City real property.

D. The City agrees that (1) the Airline need not save harmless or indemnify the City against damage to or loss of property, or injury to or death of persons, caused by the negligence or willful acts of the City, its officers, employees, contractors and agents, and (2) the City will give prompt written notice to the Airline of any claim or suit and the Airline shall have the right to assume the defense and compromise or settle the same to the extent of its own interest.

6.03 INSURANCE.

A. At all times during the term of this Lease, the Airline is required and agrees, at its own cost and expense, to provide and keep in force for the benefit of the Airline and the City, a policy, or policies, of insurance coverage not less than the types and amount specified in **Exhibit C**. In the event that additional insurance, not specified therein, is required during the term of this Lease and available, the Airline shall supply such insurance at the City's cost. The CEO may increase the limit of insurance required when, in the CEO's reasonable discretion, he deems the amount stated herein is insufficient.

B. Such insurance policy, or policies, and certificates of insurance evidencing the existence thereof shall cover all operations of the Airline on the Property (except the coverage required and provided pursuant to federal or state law or regulation), and shall be with a company acceptable to and approved by the CEO and City Attorney, acting reasonably, and shall insure the Airline's agreement to indemnify the City as set forth in the indemnification provisions set forth in Section 6.02. The amount of insurance required hereunder shall in no way limit the liability of the Airline as provided in Section 6.02 of this Lease. The City shall be named an additional insured on all liability insurance to the extent the same is allowed under said policies. Each such policy or certificate (to the extent allowed under applicable law) shall contain a special endorsement stating "This policy will not be materially changed or altered or canceled without first giving thirty (30) days written notice by certified mail, return receipt requested, to the CEO of Department of Aviation, Denver International Airport, AOB - 9th Floor, 8500 Peña Boulevard, Denver, Colorado 80249-6340." All such policies of insurance, or copies thereof, shall be made available for review by the City at such times and places as reasonably required by the CEO. Certificates of insurance evidencing the existence of said policies shall be delivered to and left in the possession of said CEO.

C. The Airline further covenants and agrees at all times to maintain adequate Worker's Compensation Insurance in accordance with any present or future Colorado law with an authorized insurance company, or through the Colorado State Compensation Insurance Fund, or through an authorized self-insurance plan approved by the State of Colorado insuring the payment of compensation to all its employees.

6.04 LIENS.

A. Except to the extent inconsistent with other provisions of this Lease, the Airline covenants and agrees to pay promptly all lawful taxes, excises, license fees and permit fees applicable to its operations on the Property and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon said Property, and further agrees not to permit any of said taxes, excises or license fees to become delinquent. The Airline also covenants and agrees not to permit any mechanic's, materialman's, or any other lien related to the Airline's construction of alterations, including the GUB Facility, to be foreclosed upon the Ground and improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished at the request of the Airline by any mechanic or materialman. The Airline further covenants and agrees, except for amounts contested by the Airline, to pay promptly when due all bills, debts and obligations incurred by it in connection with its operation of said business on the Airport, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Ground which will in any way impair the rights of the City under this Lease. The Airline shall have the right to contest any such mechanic's, materialman's or any other lien, and the Airline shall not, pending the termination of such contest, be obligated to pay, remove or otherwise discharge such lien or claim so long as Airline gives the City reasonable advanced notice of Airline's election to contest the lien. The Airline agrees to indemnify and save harmless the City from any loss as a result of the Airline's action as aforesaid.

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

6.05 LOSS OR DAMAGE TO PROPERTY.

The City shall not be liable for any loss of property by theft, burglary, damage or Casualty at or from the Property or for any damage to person or property on the Property resulting from (i) airport operations during the term of this Lease including but not limited to operating electric lighting, (ii) wind, water, rain or snow, which may come into or issue or flow from any part of said Property, (iii) any pipes, plumbing, wiring, gas or sprinklers (iv) any Casualty, or (v) other cause whatsoever, and the Airline hereby covenants and agrees to make no claim for any such loss or damage at any time. This Section 6.05 shall not apply to any environmental issues at the Property.

6.06 FORCE MAJEURE.

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

PART VII
QUIET ENJOYMENT; INCONVENIENCES DURING CONSTRUCTION

7.01 COVENANT OF QUIET ENJOYMENT.

Unless an event of default shall have occurred and is continuing, and without prejudice to the City's rights available for uncured defaults by the Airline, the City covenants that the Airline shall peacefully have and quietly enjoy the Property; provided, however, it is recognized that certain temporary inconveniences may occur during construction, as described more fully in Section 7.02, below.

7.02 INCONVENIENCES DURING CONSTRUCTION.

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

PART VIII
EVENTS OF DEFAULT AND REMEDIES

8.01 EVENTS OF DEFAULT DEFINED.

A. The occurrence of any one or more of the events described in the following subsections (1) through (4) of this Section 8.01(A) shall constitute a "**default**" for all purposes of this Lease; and each such default shall, after the giving of notice, if any, passage of time, if any, or occurrence of an event, if any, specified in the subsection describing such default, constitute an "event of default" for all purposes of this Lease:

1. Failure by the Airline to pay when due any Monthly Rental required to be paid under Part II, after fifteen (15) days' written notice and an opportunity to cure.

2. Any material breach by the Airline of any of its representations or warranties made in this Lease, any failure by the Airline to make any payment required to be made by it hereunder (other than a failure to pay any Monthly Rental, which is addressed at Section 8.01(A)(1)) or any failure by the Airline to observe and perform any of its covenants, conditions or agreements made on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice specifying such breach, failure to pay or failure to observe and perform and requesting that it be remedied, given to the Airline by the City in writing, unless (i) the City shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach, failure to pay or failure to observe and perform be such that it can be corrected but cannot be corrected within the applicable period, corrective action is instituted by the Airline within the applicable period and is being diligently pursued.

3. The dissolution or liquidation of the Airline; or the filing by the Airline of a voluntary petition in bankruptcy; or the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, against the Airline; or the filing of a petition or answer proposing the entry of an order for relief against the Airline under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or proposing the reorganization, arrangement or debt readjustment of the Airline under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within ninety (90) days after the filing thereof; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of the Airline) of all or a substantial part of the property of the Airline, and the failure of such a custodian to be discharged within ninety (90) days after such appointment;

or the taking by such a custodian of possession of the Airline or a substantial part of its property, and the failure of such taking to be discharged within ninety (90) days after such taking; or the Airline's consent to or acquiescence in such appointment or taking; or assignment by the Airline for the benefit of its creditors; or the entry by the Airline into an agreement of composition with its creditors.

4. Any other breach by the Airline of any provision of the Airport Use Agreement for a period of thirty (30) days after written notice from the City specifying such breach and requesting that it be remedied, (i) unless the City shall agree in writing to an extension of time or (ii) unless such breach is such that it can be corrected but cannot be corrected within the applicable time period and corrective action is instituted by the Airline within the applicable time period and is being diligently pursued; provided, however, that if any breach has resulted in a termination of the Airport Use Agreement in accordance with its terms, this Lease shall, at the City's or the Airline's option, terminate in accordance with Section 4.01 hereof upon the termination of the Airport Use Agreement.

8.02 REMEDIES ON EVENTS OF DEFAULT.

A. Whenever any event of default referred to in Section 8.01 shall have happened and be continuing, the City shall have the right, at the City's election, then or at any time thereafter until such event of default has been cured or obviated, and subject to Section 8.03, to exercise any one or more of the following remedies:

1. The City may terminate this Lease, effective at such time as may be specified by written notice to the Airline, and demand (and, if such demand is refused, recover) possession of the Ground from the Airline. The City shall, by notice in writing to the Airline upon the occurrence of an event of default described in Section 8.01 hereof, declare all Monthly Rentals payable under this Lease to be due and payable immediately, and upon any such declaration the Monthly Rentals shall become and be immediately due and payable; provided, however, that the City shall not be required to take any action under this Section 8.02(A) with respect to an event of default under Section 8.01 hereof;

2. The Airline shall remain liable to the City for damages in an amount equal to the Monthly Rentals and other payments required to be paid under this Lease and any other sums which would have been owing by the Airline hereunder for the balance of the term;

3. The City may reenter and take possession of the Ground or any part thereof, without demand or notice to the extent allowed by law, and repossess the same and expel the Airline and any party claiming by, under or through the Airline, and remove the effects of both using such force for such purposes as may be necessary, to the extent allowed by law, without being liable for

prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Ground by the City shall be construed as an election by the City to terminate this Lease unless a written notice of such intention is given to the Airline. No notice from the City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by the City to terminate this Lease unless such notice specifically so states. The City reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving the Airline such written notice, in which event the Lease will terminate as specified in said notice. After recovering possession of the Ground, the City shall use commercially reasonable efforts to relet the Ground for such term or terms and on such conditions and upon such other terms as the City, in its sole reasonable discretion, may determine. The City may make such repairs, alterations or improvements as the City may consider appropriate to accomplish such reletting, and the Airline shall reimburse the City upon demand for all costs and expenses, including reasonable attorneys' fees, which the City may incur in connection with such reletting. The City may collect and receive the rents for such reletting, but the City shall in no way be responsible or liable for any failure to relet the Ground following the use of commercially reasonable efforts to do so, or for any failure to collect any rent due upon such reletting. Notwithstanding the City's recovery of possession of the Ground, the Airline shall continue to pay on the dates herein specified, the rental payments payable under Part II hereof and other amounts which would be payable hereunder if such repossession had not occurred.

B. The City may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the Airline under this Lease.

8.03 NO REMEDY EXCLUSIVE.

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

PART IX
MISCELLANEOUS PROVISIONS

9.01 LEASE BINDING.

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

9.02 CITY PROPRIETARY OR CONFIDENTIAL INFORMATION.

The Airline understands and agrees that, in performance of the Work, the Airline may have access to private or confidential information that may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. The Airline agrees that all non-public information disclosed by the City to the Airline shall be held in confidence and used only in performance of the Lease or Airline's other operations at the Airport. The Airline shall exercise the same standard of care to protect such information as a reasonably prudent Airline would to protect its own proprietary data.

9.03 PARAGRAPH HEADINGS AND INDEX.

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

9.04 [INTENTIONALLY DELETED]

9.05 LEASE DOCUMENTS; ORDER OF PRECEDENCE.

A. This Lease consists of Articles I through IX which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "**Lease Documents**"):

Appendix 1	Standard Federal Assurances
Exhibit A	Survey of GUB Facility Lease Area
Exhibit B	Legal Description of GUB Facility Lease Area
Exhibit C	Insurance Requirements – Facility Operation

B. In the event of an irreconcilable conflict between a provision of Articles I through X and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix 1	Standard Federal Assurances
Articles I through IX of this Lease	
Exhibit A	Survey of GUB Facility Lease Area
Exhibit B	Legal Description of GUB Facility Lease Area

9.06 SIGNS.

The Airline agrees that no signs or advertising displays shall be painted on or erected in any manner upon the Ground or GUB Facility without the prior written approval of the City's CEO or the CEO's authorized representative which consent shall not be unreasonably withheld, conditioned or delayed; and that signs identifying the Airline will conform to reasonable standards established by the CEO, or the CEO's authorized representative, with respect to type, size, design, location and content. Notwithstanding the foregoing, the Airline shall have the right to, at its own expense, install a sign, approximately equal in size to the existing sign, subject to the approval of the City, such approval not to be unreasonably withheld, and subject also to any limitations in place from federal regulatory entities.

9.07 VENDING MACHINES.

The Airline may, with the written authorization of the CEO which shall not be unreasonably withheld, permit the installation of vending machines, in the GUB Facility. To the extent installed, the Airline shall make no charge to the concessionaire for the privilege of installing or maintaining such machines, except that if the Airline provides the electric current or water to the concessionaire a reasonable charge may be made to cover the cost of the electricity and water consumed, and all fees paid by the concessionaire for the privilege shall be the property of the City. Nothing in this Section 9.07 shall prohibit the Airline, or its officers, employees, agents, contractors and invitees, from operating cell phones, computers and similar business or personal equipment on and within the GUB Facility.

9.08 PURCHASES BY AIRLINE.

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

9.09 NON-DISCRIMINATION.

A. The Airline, for itself, its successors and assigns, as a part of the consideration of this Lease does hereby agree as follows:

1. As more fully set forth in **Appendix 1** attached hereto and incorporated herein by reference, if facilities are constructed, maintained or otherwise operated on the Ground for purposes in which federal financial assistance

is extended under a Department of Transportation program or activity, or for another purpose involving the provision of a similar service or benefit, the Airline shall maintain and operate the Property and services in compliance with all requirements of 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

2. The Airline will, in all of its operations and activities in and at the Property, comply with all applicable requirements of the Air Carrier Access Act, 49 U.S.C.A. § 41705, and regulations implementing such Act at 14 C.F.R. Part 382, and the Americans with Disabilities Act, 42 U.S.C.A. § 12101 *et seq*., and all regulations implementing such Act.

9.10 NO PERSONAL LIABILITY.

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

9.11 NOTICES.

A. All notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to:

Chief Executive Officer
Department of Aviation
Denver International Airport
AOB - 9th Floor
8500 Peña Boulevard
Denver, Colorado 80249-6340

With a copy to:

Chief Financial Officer
Department of Aviation
Denver International Airport
AOB - 9th Floor
8500 Peña Boulevard
Denver, Colorado 80249-6340

And

DEN Legal
AOB – 9th Floor
8500 Peña Boulevard
Denver, CO 80249-6340

All notices required to be given to the Airline hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to:

Southwest Airlines Co.
2702 Love Field Drive, HDQ/4PF
Dallas, Texas 75235-169311
Attn: Airport Affairs Representative

B. Provided that the parties or either of them, may designate in writing from time to time the addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Airline or said CEO.

9.12 PLACE AND MANNER OF PAYMENTS.

A. In all cases where the Airline is required by this Lease to pay Monthly Rental to the City, such payments shall be due and payable without notice and shall be made at the office of the Airport Revenue Fund, Denver International Airport, P.O. Box 492065, Denver, Colorado 80249-2065 or at such other place in the City and County of Denver as the City may hereafter designate by notice in writing to the Airline, and shall be made in legal tender of the United States. Any check shall be received by the City subject to collection, and the Airline agrees to pay any bank charges for the collection of any such check.

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

9.13 SEVERABILITY.

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

9.14 SECURITY.

A. It is understood and agreed by the Airline that in addition to the Airline's responsibilities to maintain the Property as stated in Section 3.01, it shall take reasonable security precautions to maintain the Property in a manner as to keep it secure from unauthorized intrusion and shall with respect to any area of the Property opening to an Air Operations Area of the Airport provide for an adequate security system designed to prevent unauthorized persons or vehicles from entering such Air Operations Area. An "**Air Operations Area**" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "**adequate security system**" is further defined as providing for security at a standard no less than required and set out in Transportation Security Administration regulations, including 49 C.F.R., Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

B. It is further understood and agreed by the Airline that at any time during the term of this Lease when requested in writing by the CEO, or their authorized representative, the Airline shall submit to the CEO the security plans that are to be used and are being used by the Airline on any or all of the Ground or GUB Facility.

9.15 WAIVERS.

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

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

9.16 AIRLINE BOOKS AND RECORDS.

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Airline's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease. Airline shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations. When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

9.17 CITY SMOKING POLICY.

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

9.18 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.

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

9.19 THIRD PARTIES.

This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties (excepting parties to whom the Airline may assign this Lease or may sub-lease any part or all of the Property in accordance with Section 3.04, and excepting any successor to the City) any right to claim damages or to bring any suit, action or other proceeding against either the City or the Airline because of any breach of this Lease or because of any of the terms, covenants, agreements and conditions herein contained.

9.20 MASTER PLAN.

Airline agrees that no liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master layout plan for the Airport and waives any right to claim damages or other consideration arising therefrom.

9.21 CITY NON-DISCRIMINATION.

In connection with the performance of its obligations under this Lease, the Airline agrees not to fail or refuse to hire, nor to discharge, promote or demote, nor to otherwise discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Airline further agrees to insert the foregoing provision in all subcontracts hereunder.

9.22 COMPLIANCE WITH DENVER WAGE LAWS.

Airline shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Lease, the Airline expressly acknowledges that the Airline is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Airline, or any other individual or entity acting subject to this

Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

9.23 ENTIRE LEASE.

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

9.24 SALE OF FOOD AND BEVERAGES.

Upon written approval by the CEO's Authorized Representative, the Airline may sell, or permit the sale of food, food products or beverages upon the Property on its own behalf or by a concessionaire selected by the Airline. Airline agrees to pay the same rates, fees and charges that would be applicable to an Airport concessionaire with respect to the sale of such products.

9.25 CONDITION; FINAL APPROVAL.

This Lease is expressly subject to, and shall not be or become effective or binding on the City until approved by Denver City Council and fully executed by all signatories of the City and a fully executed copy has been delivered to the Airline. This Lease shall not be binding on the Airline until it is binding on the City. The date of the final City Signature as reflected in the City's signature page below shall be the Effective Date.

9.26 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.

The Parties agree to the use of electronic signatures. This Lease may be signed electronically by either Party in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Lease solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

9.27 CONFLICT OF INTEREST.

The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or contract for services with any official, officer or employee of the City or any other person which would be in violation of the DRMC Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-202581894-01/ LEGACY-202262801-01
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:

Attorney for the City and County of Denver

By: ______________________________

REGISTERED AND COUNTERSIGNED:

By: ______________________________

By: ______________________________

Contract Control Number: PLANE-202581894-01/ LEGACY-202262801-01
Contractor Name: SOUTHWEST AIRLINES CO.

Signed by:
By: Ted A Gordon
8161EC080EE8425...

Name: Ted A Gordon
(please print)

Title: Vice President Airport Affairs
(please print)

ATTEST: [if required]

By: ______________________________________

Name: ______________________________________
(please print)

Title: ______________________________________
(please print)

Appendix No. 1

Standard Federal Provisions

FEDERAL AVIATION ADMINISTRATION REQUIRED CONTRACT PROVISIONS

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these contract provisions, "Sponsor" or "Owner" means the City and County of Denver, Department of Aviation, and "Contractor," "Bidder," "Tenant," or "Consultant" means the Party of the Second Part as set forth in the Contract, Lease, or Agreement to which this Appendix is attached.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on December 19, 2025.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contract Provisions, Contract Clause A.4.3.1 and A.4.3.3, Issued on December 19, 2025.

CIVIL RIGHTS – TITLE VI ASSURANCES

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contract Provisions, Contract Clause A.5.4.1, Issued on December 19, 2025.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each

potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to
   a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contract Provisions, Contract Clause A.5.4.2, Issued on December 19, 2025.

TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

A. The Lessee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in,

denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contract Provisions, Contract Clause A.5.4.4, Issued on December 19, 2025.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

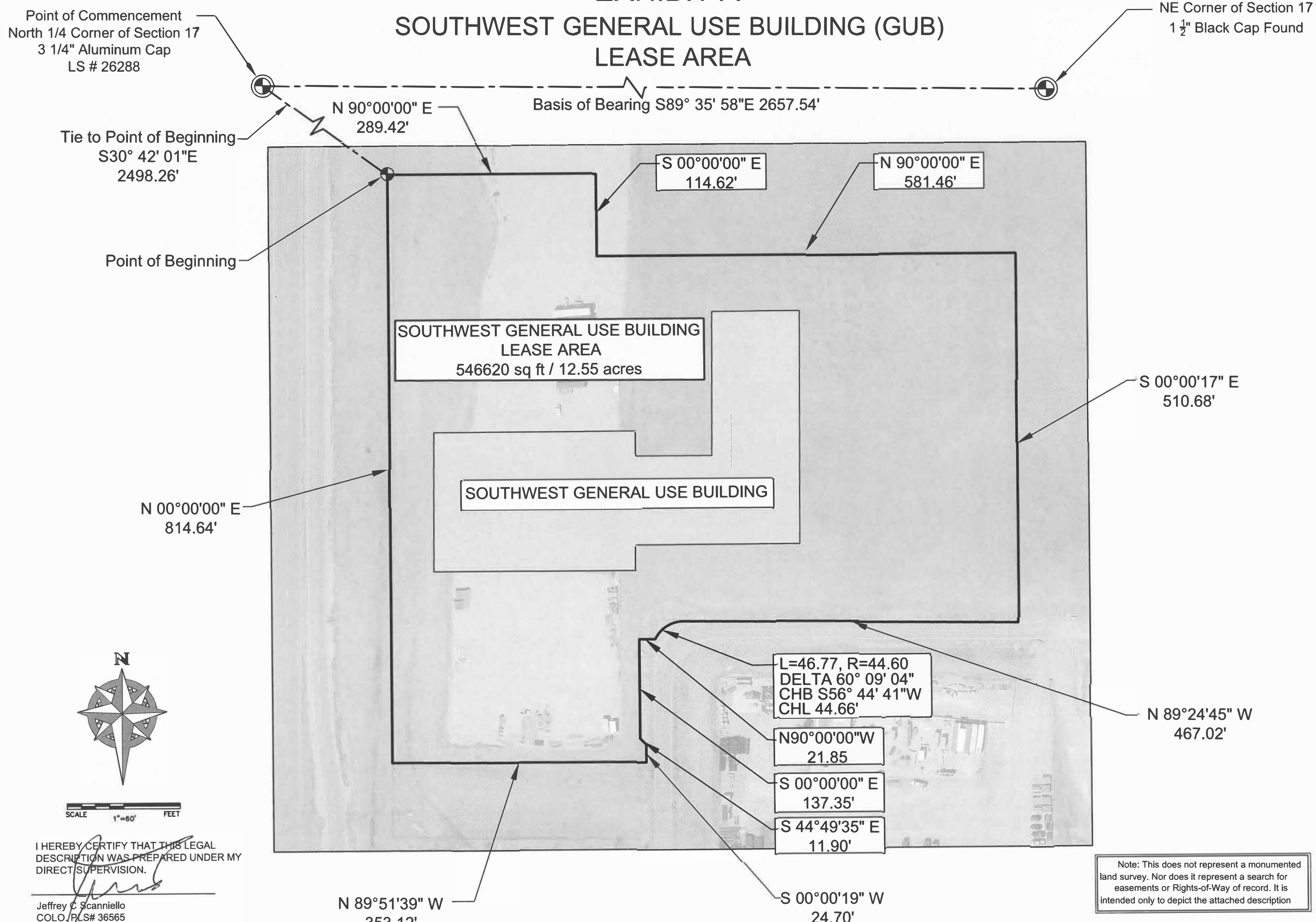
Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contract Provisions, Contract Clause A.6.1, Issued on December 19, 2025.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Source: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Appendix A – Contract Provisions, Contract Clause A17.1, Issued on December 19, 2025.

EXHIBIT A
SOUTHWEST GENERAL USE BUILDING (GUB)
LEASE AREA



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

Jeffrey C Scanniello
COLO. PLS# 36565

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

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL
AIRPORT

Lease Area for Southwest General Use Building
Situated in Section 16 Township 2 South, Range 65 West of the 6th Principal Meridan, City and County of Denver, State of Colorado

SCALE	1"=60'
DATE	07/13/2025
DRAWN BY:	J.C.S.
CHECKED BY:	C.A.B./ R.L
REQUESTED BY:	FRANCINE CRUSAN
SHEET NO.	01 OF 02

Southwest Airlines General Use Building Facility Lease Agreement 1st Amendment Contract Ref. No. 202581894

EXHIBIT B
SOUTHWEST GENERAL USE BUILDING
PARCEL DESCRIPTION

A parcel of land located in the North ½ of Section 17, Township 2 South, Range 65 West of the 6TH P.M., City and County of Denver, State of Colorado.

Basis of Bearings: Assuming the North Line of Section 17, Township 2 South, Range 65 West of the 6TH Principal Meridian, as monumented by a 3 1/4" Aluminum Cap marked "LS 26288" at the North ¼ Corner of Section 17 and a Black Cap Found at the Northeast Corner of Section 17 bearing S 89° 35' 58" E, 2657.54 feet with all bearings contained herein relative thereto.

A parcel of land located in the North ½ of said Section 17, being particularly described as follows:

Commencing at the North 1/4 Corner of Section 17,
THENCE South 30° 42' 01" East, 2498.26 feet to the Point of Beginning;

THENCE North 90°00'00" East, 289.42 feet to a point;

THENCE South 0°00'00" East, 114.62 feet to a point;

THENCE North 90°00'00" East, 581.46 feet to a point;

THENCE South 0°00'17" East, 510.68 feet to a point;

THENCE North 89°24'45" West, 467.02 feet to the beginning of a tangent curve concave southwesterly, said curve has a central angle of 60°09'04", a radius of 44.60 feet, CHB South 56°44'41" West, CHL 44.66'

THENCE left along said curve an arc distance of 46.77 feet;

THENCE North 90°00'00" West, 21.85 feet to a point;

THENCE South 0°00'00" East, 137.35 feet to a point;

THENCE South 44°49'35" East, 11.90 feet to a point;

THENCE South 0°00'19" West, 24.70 feet to a point;

THENCE North 89°51'39" West, 353.12 feet to a point;

THENCE North 0°00'00" East, 814.64 feet, To the Point of Beginning.

Containing 546620 square feet or 12.55 acres more or less

Jeffrey C Scanniello, PLS# 36565
Den Airport Surveyor
July 13, 2025

EXHIBIT C

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GROUND LEASE AGREEMENT

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

- ACORD Form (or equivalent) certificate is required.
- Commercial Operator 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 official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. 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 Commercial Operator.

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. "Commercial Operator" 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
   Commercial Operator 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
   Commercial Operator 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. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the $10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers $9,000,000 in excess coverage over a $1,000,000 base liability. For more information, please visit: DEN AirsideDrive Program.

b. If Commercial Operator 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, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator 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 Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
e. If Commercial Operator 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
Commercial Operator 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 Commercial Operator 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. Pollution Legal Liability
Commercial Operator shall maintain minimum limits of $10,000,000 per occurrence and $10,000,000 annual policy aggregate. Policy to include coverage for bodily injury, property damage, emergency response, clean-up costs, and defense costs including costs and expenses incurred during an investigation.

5. Builder's Risk Insurance:
During the duration of the construction or tenant buildout activity, Commercial Operator shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:

   a. apply from the time any covered property becomes the responsibility of the Commercial Operator, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
   b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
   c. include interests of the City and if applicable, affiliated, or associate entities, the General Commercial Operator, subcontractors, and sub-tier contractors in the project;
   d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
   e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and

delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;

f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

6. Property Insurance
Commercial Operator 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 Commercial Operator 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.

7. Unmanned Aerial Vehicle (UAV) Liability:
If Commercial Operator 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. Commercial Operator 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.

8. 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), Commercial Operator'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), Commercial Operator'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 Commercial Operator 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.

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

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, Commercial Operator 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. Commercial Operator 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, Commercial Operator will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Commercial Operator cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Commercial Operator 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. Commercial Operator’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 Commercial Operator.
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 Commercial Operator 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 Commercial Operator 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

Commercial Operator'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. Commercial Operator 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. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator'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 Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: DEN Airport Rules and Regulations.