

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”), is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("City"), and Southwest Airlines Co., (“Airline”) a corporation organized and existing under and by virtue of the laws of the State of Texas, and authorized to do business in the State of Colorado ("Airline").

WHEREAS, the City owns and operates the Denver International Airport (“DIA”); and

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

WHEREAS, the City and Airline have previously entered into an Airport Use and Facilities Lease Agreement at DIA, dated January 1, 2012, and known by contract number: 2012-06586-00 ("Existing Agreement"); and

WHEREAS, the Airline has agreed to purchase the five Apron Drive Passenger Boarding Bridges; and

WHEREAS, the City desires to reimburse Southwest Airlines’ for the purchase of five Apron Drive Passenger Boarding Bridges; and

NOW THEREFORE, in consideration of the premises, covenants and agreements contained in the Existing Agreement and herein, the Airline and the City mutually agree as follows:

1. The purpose of this agreement is to reimburse the Airline for the purchase of the five Apron Drive Passenger Boarding Bridges (the “Bridges”) which after purchase, delivery and reimbursement the Bridges shall be the property of Denver International Airport.
2. The Airline agrees that the five Bridges shall meet the minimum specification as more fully described in Exhibit A, attached hereto.
3. The Airline has agreed to purchase and deliver to Denver International Airport the five Apron Drive Passenger Boarding Bridges on or before July 15, 2014. All guaranties and warranties delivered to the Airline shall be assigned to the City on transfer of possession to City.
4. For and in consideration of this Agreement the City will reimburse Airline up to \$2,000,000.00 (“Maximum Reimbursement”) for its cost incurred directly related to the purchase of the Bridges. The reimbursement will be paid after final

inspection, acceptance and transfer of possession of the Bridges is completed by the City.

5. The City shall process all invoices for payment received from the Airline on a timely basis in accordance with Denver's Prompt Payment Ordinance, Section 20-107, et seq., D.R.M.C., subject to the Maximum Reimbursement liability set forth herein.
6. This Agreement is expressly subject to all the terms and conditions set forth in the Existing Agreement.

SIGNATURE PAGES FOLLOW

Contract Control Number: PLANE-201415038-00

Contractor Name: SOUTHWEST AIRLINES CO

By: *Bob Montgomery*

Name: Bob Montgomery
(please print)

Title: Vice President - Airport Affairs
(please print)

ATTEST: [if required]

By: *Vickey Glover*

Name: Vickey Glover
(please print)

Title: ADMIN. ASSIST.
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT A

APRON DRIVE PASSENGER BOARDING BRIDGES (PBB) shall come standard with the minimum following features:

1. Pantograph System – Twin 4” aluminum tubes with solid aluminum block clamps mounted on both sides of the bridge. All bridge power and glycol hoses (if applicable) will route through Pantograph System. NO CABLE CARRIER SYSTEMS
2. Heated Aluminum Cab Floor.
3. Aluminum Bubble Floor.
4. Cab Floor Heat.
5. 737 Cut-out.
6. Lighted Gate Sign
7. Spacer Sensor.
8. Roof Access Ladder.
9. Roof Maintenance Cable.
10. Wi-Fi Capable.
11. Solid Rubber Drive Tires (Trellborg).
12. Altivar 312 Inverter Drives
13. LED lighting (All locations)