OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: July 15, 2025 CAO File No. 0150-00939-0129

Council File No.
Council District: 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Correspondence from the Los Angeles World Airports Board of Airport

Pate 1 Hulfr

Commissioners (Board) dated June 5, 2025 and June 13, 2025; referred by the Mayor

for a report on June 6, 2025

Subject: RESOLUTION NO. 28192 AND PROPOSED SIXTH AMENDMENT TO TERMINAL

FACILITY LEASE AND LICENSE AGREEMENT LAA-8757 BETWEEN LOS ANGELES WORLD AIRPORTS AND SOUTHWEST AIRLINES FOR USE OF

TERMINAL 1 AT LOS ANGELES INTERNATIONAL AIRPORT

RECOMMENDATION

That the Mayor:

- 1. Approve Los Angeles World Airports (LAWA) Board Resolution No. 28192 authorizing a proposed Sixth Amendment to Terminal Facility Lease and License Agreement LAA-8757 with Southwest Airlines, extending the term by ten years, from July 1, 2025 to June 30, 2035, to align with the term of the Los Angeles International Airport Rate Agreement, and resulting in approximately \$51.3 million of revenue in the first year and at least \$481.8 million in revenue over the ten-year term;
- 2. Adopt the California Environmental Quality Act (CEQA) determinations of the June 13, 2025 Board of Airport Commissioners (Board) Resolution 28192, that this action is exempt from the CEQA pursuant to Article III, Class 1 (18)(c) and Article II, Section 2.f of the Los Angeles City CEQA Guidelines; and,
- 3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed Sixth Amendment upon approval as to form by the City Attorney and approval by the Council.

SUMMARY

The Los Angeles World Airports (LAWA/Department) Board of Airport Commissioners (Board) requests approval of Resolution No. 28192 authorizing a proposed Sixth Amendment (Amendment) to Terminal Facility Lease and License Agreement LAA-8757 (T1 Lease/Lease) with Southwest Airlines (Southwest). The Amendment extends the existing 12-year, three-month lease by ten

years, retroactive from July 1, 2025 to June 30, 2035, for Southwest's leased space in Terminal 1 (T1) at Los Angeles International Airport (LAX). The new term aligns with the expiration of the LAX Rate Agreement, which the Board approved in 2023. The T1 Lease was originally approved on January 14, 2013 (Resolution No. 25009) and expired on June 30, 2025. There is no change to the rent structure. The ten-year lease extension is estimated to provide at least \$481.8 million to LAWA in revenue from Terminal Buildings Rent over the term with an estimated \$51.3 million to be received in the first year.

The proposed Amendment is subject to approval as to form by the City Attorney. Pursuant to Charter Section 606 and Los Angeles Administrative Code Section 10.5(c), Council approval is required because the total term, including the proposed Amendment, exceeds five years. Our Office has reviewed the request and recommends approval.

BACKGROUND

Southwest has occupied space in T1 since 2013. The airline currently occupies approximately 190,000 square feet and has 13 dedicated gates for use at the terminal. In addition, Southwest is currently developing Concourse 0, through a separate lease (LAA-9213) that was approved by Council in 2023 (C.F. 23-0987). Concourse 0 is located adjacent to T1.

Original Lease History – On January 14, 2013, the Board approved Terminal Facilities Lease and License Agreement LAA-8757, which was subsequently approved by the Council on March 6, 2013 (C.F. 13-0171). The Department executed the Lease on March 13, 2013. Since 2013, the Board has authorized five amendments to modify the T1 Lease. These modifications include amending and expanding a list of renovations, increasing Southwest's leasehold, providing rent credits for costs associated with the use of the Baggage Claim System in T1, and completing planning work on Concourse 0. The lease expired on June 30, 2025.

Proposed Sixth Amendment – On June 5, 2025 and June 13, 2025, the Board approved a LAWA staff report and Resolution No. 28192 requesting authority to execute a proposed Sixth Amendment to 1) extend the T1 Lease by ten years, retroactive to July 1, 2025 through June 30, 2035, 2) incorporate LAWA's new Gate Use Protocol (GUP), and 3) provide for a mechanism by which LAWA can reimburse Southwest for equipment maintenance and other services used by other airlines located in T1. The Rate Agreement, approved by the Board in 2023, revised the methodology for calculating rates and charges for the use of terminal space and equipment at LAX and ends in 2035. The extended term of the Amendment will align with the term of the Rate Agreement, which Southwest executed in 2023. The GUP establishes a single policy governing the use of common use and preferential use gates leased to airlines. Section 19.4 of the Amendment addresses the incorporation of the GUP into the T1 Lease.

Use of T1 by Other Airlines – As a result of the Terminal 5 (T5) Renovation Project, the airlines in T5 will be temporarily relocated to other terminals, including T1. Sections 1.2.1 (e), (f), and (g) of the Amendment address the impact of the T5 Renovation Project. These sections provide for LAWA to reimburse Southwest, through rental credits, for space and equipment maintained by Southwest and used by other airlines. Exhibit A-4 of the Amendment details the space that will be used for the

relocated T5 airlines. Such space, including three preferential gates, will be removed from Southwest's demised premises and documented by removal from Exhibit A-2 of the Amendment. The T5 Renovation Project is estimated to be completed no later than December 31, 2028. During the period between the earlier of December 31, 2028 or the T5 Renovation Project completion date and six months following said date, Southwest has the option to lease any or all of the portion of the space used for the relocation, including the ticket counter and preferential gates, for the remainder of the T1 Lease term.

Revenue Impact – LAWA's Terminal Buildings Rent collection averaged \$45.9 million annually from fiscal years 2022 to 2024, totaling \$137.8 million. During fiscal year 2024-25, approximately \$52.1 million was collected. The proposed Sixth Amendment is projected to increase LAWA's revenue by at least \$481.8 million with an estimated \$51.3 million to be collected in the first year. The Board approves the LAX Terminal Rates and Charges annually which provides for rent escalation which varies from year to year. As such, the estimated \$481.8 million in projected revenue excludes any adjustments in rent.

Except as proposed in this Amendment, all other terms and conditions of the T1 Lease agreement remain unchanged.

Alternatives Considered – There are no viable alternatives to the proposed Sixth Amendment with Southwest. Without approval, the T1 Lease will expire and this would result in loss of revenue to LAWA. In addition, the T5 Renovation Project may be adversely affected as several sections of the Amendment address the temporary relocation of airlines into T1.

CITY COMPLIANCE

Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veterans Business Enterprise (DVBE) Participation - The Department indicates that the City's SBE/LBE/LSBE/DVBE program participation requirements are not applicable to leases.

Charter Section 1022 – The Department has determined that lease agreements are not subject to the provisions of Charter Section 1022 on the use of independent contractors.

California Environmental Quality Act (CEQA) – Continuing administrative activities and the issuance of permits, leases, agreements, gate and space assignments, and renewals, amendments or extensions thereof, or other entitlements granting use of existing airport facilities, or its operations, is exempt from CEQA requirements pursuant to Article II, Section 2.f and Article III, Class 1 (18)(c), respectively, of the Los Angeles City CEQA Guidelines.

The underlying T1 Lease includes provisions to ensure compliance with applicable City Ordinances, contracting, and insurance requirements. The proposed Sixth Amendment is subject to approval as to form by the City Attorney. In accordance with Charter Section 606 and Administrative Code Section 10.5(c), the Agreement requires Council approval because the total term of the T1 Lease exceeds five years. Our Office recommends approval.

FISCAL IMPACT STATEMENT

Approval of the proposed Sixth Amendment to Terminal Facilities Lease and License Agreement LAA-8757 between the Los Angeles World Airports and Southwest Airlines at Los Angeles International Airport will have no impact to the General Fund. Revenues in the amount of approximately \$481.8 million over the ten-year term of the lease extension are anticipated, excluding automatic annual rental rate adjustments. An estimated \$51.3 million is anticipated to be received as revenue in the first year. The lease revenue will be deposited into the Los Angeles World Airports Revenue Fund – Terminal Building Rental Account. The recommendations in this report comply with the Los Angeles World Airports' adopted Financial Policies.

Attachment 1 – Board of Airport Commissioners Reports dated June 5, 2025 and June 13, 2025, Resolution No. 28192, and proposed Sixth Amendment to Lease No. LAA-8757

MWS/PJH/DLG:JPQ:10260010



June 5, 2025

The Honorable Karen Bass Mayor, City of Los Angeles City Hall – Room 303 Los Angeles, CA 90012

ATTN: Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass Mayor

Board of Airport Commissioners

Karim Webb President

Matthew M. Johnson Vice President

Vanessa Aramayo Courtney La Bau Victor Narro Nicholas P. Roxborough Valeria C. Velasco

John Ackerman Chief Executive Officer RE: Request to adopt the following report and approve the Sixth Amendment to the Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to adopt the following report and approve the proposed Sixth Amendment to the Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines to extend the term to June 30, 2035, covering premises in Terminal 1 at Los Angeles International Airport, that will generate at least \$51,278,000 in revenue in the first year and \$481,836,000 over the term of the agreement, excluding rent escalation.

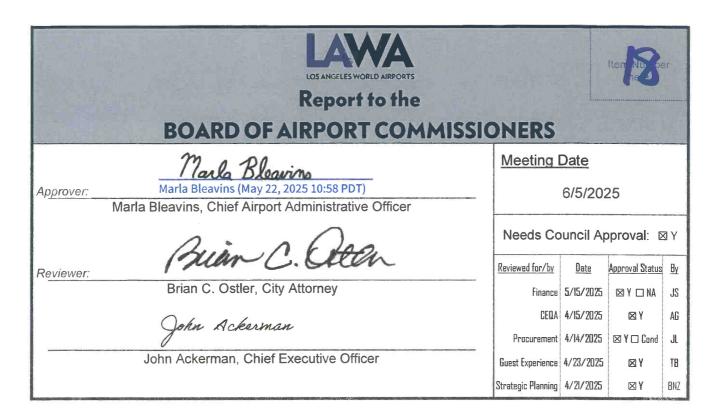
City Council approval is required pursuant to Section 606 of the Los Angeles City Charter.

Sincerely,

Becca Doten Chief of Staff

BD:MSA:ksf





SUBJECT

Request to adopt the following report and approve the proposed Sixth Amendment to the Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines to extend the term to June 30, 2035, covering premises in Terminal 1 at Los Angeles International Airport, that will generate at least \$51,278,000 in revenue in the first year and \$481,836,000 over the term of the agreement, excluding rent escalation.

DISCUSSION

1. Purpose

The proposed amendment will coincide with the term of the Los Angeles International Airport (LAX) Rate Agreement; implement Los Angeles World Airports' (LAWA) new airport-wide Gate Use Protocols (GUP); establish rent credits to compensate Southwest Airlines (Southwest) for allowing other airlines to use its leased equipment and space while supporting LAWA's overall airport-wide common-use rates and charges structure; and adjust premises to accommodate JetBlue's temporary use of Terminal 1.

2. Prior Related Actions/History of Board Actions

January 14, 2013 – Resolution No. 25009 (LAA-8757)

The Board of Airport Commissioners (Board) approved an eleven-year and three-month Terminal Facilities Lease and License Agreement (Lease) with Southwest that contemplated approximately \$400 million in terminal renovations to be constructed by Southwest and obligated LAWA to acquire \$384 million of these improvements through cash purchase and rent credits upon completion.

April 2, 2013 – Resolution No. 25077 (LAA-8757)

The Board authorized the Chief Executive Officer (CEO) to exercise the option to purchase from Southwest instead of issuing rent credits for certain renovations in accordance with the Lease, and approved appropriation of \$147 million from the LAX Revenue Fund.

May 19, 2014 – Resolution No. 25414 (LAA-8757A)

The Board approved the First Amendment to the Lease to increase the acquisition of renovations from \$384 million to \$509.8 million for an increase in the scope of work.

July 13, 2017 – Resolution No. 26290 (LAA-8975)

The Board approved a ground lease with Southwest with an option for LAWA to acquire the facilities improved to allow the construction and operation of a terminal check-in, arrival baggage claim, and bus gate facility, including a LAMP Core, at LAX that contemplated approximately \$46 million in Site Improvements and \$432.6 million in Facility Improvements.

The above option was exercised in December 2017 (Resolution No. 26398).

April 11, 2023 – Resolution No. 27716 (LAA-9213)

The Board approved a Ground Lease with Southwest for approximately 702,750 square feet of land at the northeast corner of the Central Terminal Area immediately adjacent to Terminal 1 at LAX, with a term of up to 30 years, to allow for development and operation of Concourse 0, a new passenger concourse facility.

• June 15, 2023 – Resolution No. 27762 (LAA-8757D)

The Board authorized the CEO to provide rent credits not to exceed \$6.4 million over the remaining term of the lease for costs associated with use of the baggage system located in Terminal 1 that benefits the common-use airlines.

• June 15, 2023 - Resolution No. 27953 (LAA-8757E)

The Board approved the Fifth Amendment to the Lease authorizing the CEO to extend the term through June 30, 2025.

3. Background

Southwest has occupied space in Terminal 1 pursuant to the Lease since January 2013. Southwest occupies approximately 190,000 square feet of space and operates on 13 preferential use gates in the terminal. In June 2023, the Board approved a revised methodology for the calculation of rates and charges for the use of all terminal space and equipment at LAX. The revised Rate Agreement, which Southwest executed, extends through June 2035, ten years beyond the term of the Lease.

Over the past year, in consultation with airlines operating in LAX, LAWA developed a new Gate Use Protocol (GUP), which will be incorporated into LAWA's LAX Airport Rules and

Regulations. The new GUP creates a single policy that balances operational needs with comprehensive gate assignment and usage policies and clarifies the Minimum Use Requirements (MUR) for Preferential Use Gates leased to airlines, including Southwest.

In accordance with operational needs, LAWA may occasionally require common-use airlines to operate on gates that are leased to other airlines. In order for LAWA to bill the common-use airlines for usage of these facilities in a manner consistent with the rates charges for all common-use gates at LAX, LAWA staff developed a methodology to compensate leasing airlines for costs associated with the common-use airlines' use of leased equipment.

Finally, LAWA is currently renovating Terminal 5 (T5), requiring airlines operating in T5 to be temporarily relocated during construction. Staff have identified that there is space and gate availability in T1 to accommodate one of the T5 impacted airlines.

4. Current Action/Rationale

The proposed amendment updates the Lease to reflect the new GUP and will link the terms of all airline leases with the Rate Agreement and prevent conflicts over space and rates. This same term will be offered for all airline terminal leases at LAX.

The proposed amendment establishes the mechanism for LAWA to reimburse costs incurred by Southwest for equipment maintenance and other services used by common-use airlines that operate in T1. Los Angeles World Airports will provide Southwest with a rent credit—reconciled annually—for actual verified costs incurred to support these other airlines operations. For the period of August 1, 2024, to June 30, 2025, common-use airlines have used four Southwest check-in ticket counters, requiring LAWA to make a one-time rent credit of \$117,965.87 to reimburse Southwest's rental payment for the four ticket counters space during this period.

Further, LAWA and Southwest will temporarily accommodate JetBlue's operation in T1 to facilitate the T5 Renovation Project. The proposed amendment requires specific spaces, including passenger gates, ticket counters, airline support space and gates that will be temporarily removed from the Lease. These spaces will be assigned to JetBlue pursuant to the LAX Passenger Terminal Tariff and JetBlue will be billed directly by LAWA for use of these spaces in accordance with Board-approved rates. Southwest has the option of taking back all or any portion of the removed space upon completion of the T5 Renovation Project or December 31, 2028, whichever is sooner.

Lastly, the proposed amendment clarifies that alterations in tenant leased areas must adhere to LAWA Design and Construction Handbook, and that for design guidelines regarding furniture, decor, and similar matters in the tenant leased area, LAWA will consult with the airlines before implementation.

5. Fiscal Impact

The proposed amendment will result in annual Terminal Buildings Rent of \$51,278,000 in the first year and \$481,836,000 for the proposed lease extension, excluding rent escalation.

6. Alternatives Considered

• Take No Action

Taking no action is not recommended. If this amendment is not approved, the Lease will expire on June 30, 2025, and may hinder Southwest's operations, thereby potentially resulting in loss of rental income for LAWA, delayed implementation of the airport-wide GUP, and adversely affecting the T5 renovation project.

APPROPRIATIONS

No appropriation of funds is required for this action.

STANDARD PROVISIONS

The Board is hereby requested to adopt staff's determination that this item, involving the issuance of permits, leases, agreements, gate and space assignments, and renewals, amendments or extensions thereof, or other entitlements granting use of existing airport facilities or its operations is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines. In addition, this item, as a continuing administrative, maintenance and personnel -related activity, is administratively exempt from CEQA requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.

The Board is hereby further requested to authorize the Chief Executive Officer, or designee, to execute the Sixth Amendment to the Terminal Facilities Lease and License Agreement with Southwest Airlines subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 606.



June 13, 2025

The Honorable City Council of the City of Los Angeles (via email)

Subject: Sixth Amendment to Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines

Enclosed for your consideration is the Sixth Amendment to Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines that was approved by the Board of Airport Commissioners at its June 5, 2025 meeting. There is no impact to the General Fund.

RECOMMENDATIONS FOR CITY COUNCIL:

- 1. Concur with said Board's adoption of staff's determination that the action is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (18)(c) and Article II, Section 2.f of the Los Angeles City CEQA Guidelines; and
- Approve the Sixth Amendment to Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines to extend the term through June 30, 2035, covering premises in Terminal 1 at Los Angeles International Airport; and
- 3. Further concur with said Board's action on June 5, 2025, by Resolution 28192, authorizing the Los Angeles World Airports Chief Executive Officer, or designee, to execute said Sixth Amendment to Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines.

This document and its attachments are advisory only and do not constitute a complete and official submittal to the City Council. The official submittal, including this document and its attachments, will be submitted electronically to the City Council and the Council File Management System pursuant to Charter Section 606 via the City Clerk's website when the file is complete.

Very truly yours,

Grace Miguel, Commission Executive Assistant II BOARD OF AIRPORT COMMISSIONERS OFFICE

Enclosures

cc: CAO (Airport Analyst), e-file CLA (Airport Analyst), e-file

LAX

Van Nuys

City of Los Angeles

Karen Bass Mayor

Board of Airport Commissioners

Karim Webb President

Matthew M. Johnson Vice President

Vanessa Aramayo Courtney La Bau Victor Narro Nicholas P. Roxborough Valeria C. Velasco

John Ackerman Chief Executive Officer





RESOLUTION NO. 28192

WHEREAS, on recommendation of Management, there was presented for approval, Sixth Amendment to Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines to extend the term through June 30, 2035, covering premises in Terminal 1 at Los Angeles International Airport; and

WHEREAS, pursuant to said Terminal Facilities Lease and License Agreement LAA-8757 (Lease), Southwest Airlines (Southwest) has occupied space in Terminal 1 (T1) since January 2013. Southwest occupies approximately 190,000 square feet of space and operates on thirteen (13) preferential use gates in the terminal. In June 2023, the Board of Airport Commissioners (Board) approved a revised methodology for the calculation of rates and charges for the use of all terminal space and equipment at Los Angeles International Airport (LAX). The revised Rate Agreement, which Southwest executed, extends through June 2035, which is ten (10) years beyond the term of the Lease; and

WHEREAS, over the past year, in consultation with airlines operating at LAX, Los Angeles World Airports (LAWA) developed a new Gate Use Protocol (GUP), which will be incorporated into LAWA's LAX Airport Rules and Regulations. The new GUP creates a single policy that balances operational needs with comprehensive gate assignment and usage policies and clarifies the minimum use requirements for preferential use gates leased to airlines, including Southwest; and

WHEREAS, in accordance with operational needs, LAWA may occasionally require common-use airlines to operate on gates that are leased to other airlines. In order for LAWA to bill the common-use airlines for usage of those facilities in a manner consistent with the rates charges for all common-use gates at LAX, LAWA developed a methodology to compensate leasing airlines for costs associated with the common-use airlines' use of leased equipment; and

WHEREAS, finally, LAWA is currently renovating Terminal 5 (T5), requiring airlines operating in T5 to be temporarily relocated during construction. Staff have identified that there is space and gate availability in T1 to accommodate one of the T5 impacted airlines; and

WHEREAS, the Sixth Amendment updates the Lease to reflect the new GUP and will link the terms of all airline leases with the Rate Agreement and prevent conflicts over space and rates. The same term will be offered for all airline terminal leases at LAX; and

WHEREAS, the Sixth Amendment also establishes the mechanism for LAWA to reimburse costs incurred by Southwest for equipment maintenance and other services used by common-use airlines that operate in T1. LAWA will provide Southwest with a rent credit—reconciled annually—for actual verified costs incurred to support those other airlines operations. For the period August 1, 2024 through June 30, 2025, common-use airlines have used four (4) Southwest check-in ticket counters, requiring LAWA to make a one-time rent credit of \$117,965.87 to reimburse Southwest's rental payment for the four (4) ticket counters space during the period; and

WHEREAS, further, LAWA and Southwest will temporarily accommodate JetBlue's operation in T1 to facilitate the T5 Renovation Project. The Sixth Amendment requires specific spaces, including passenger gates, ticket counters, airline support space and gates that will be temporarily removed from the Lease. Those spaces will be assigned to JetBlue pursuant to the LAX Passenger Terminal Tariff and JetBlue will be billed directly by LAWA for use of those spaces in accordance with Board-

LAX

Van Nuys

City of Los Angeles

Karen Bass Mayor

Board of Airport Commissioners

Karim Webb President

Matthew M. Johnson Vice President

Vanessa Aramayo Courtney La Bau Victor Narro Nicholas P. Roxborough Valeria C. Velasco

John Ackerman Chief Executive Officer



approved rates. Southwest has the option of taking back all or any portion of the removed space upon completion of the T5 Renovation Project or December 31, 2028, whichever is sooner; and

WHEREAS, lastly, the Amendment clarifies that alterations in tenant leased areas must adhere to LAWA Design and Construction Handbook, and that for design guidelines regarding furniture, decor, and similar matters in the tenant leased area, LAWA will consult with the airlines before implementation; and

WHEREAS, the Sixth Amendment will result in annual Terminal Buildings Rent of \$51,278,000 in the first year and \$481,836,000 for the term extension, excluding rent escalation; and

WHEREAS, actions taken on this item by the Board will become final pursuant to the provisions of Los Angeles City Charter Section 606;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the staff report; further adopted staff's determination that this item, involving issuance of permits, leases, agreements, gate and space assignments, and renewals, amendments or extensions thereof, or other entitlements granting use of existing airport facilities or its operations, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article III, Class 1 (18)(c) of the Los Angeles City CEQA Guidelines, and that this item, as a continuing administrative, maintenance and personnel-related activity, is administratively exempt from CEQA requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; approved the Sixth Amendment to Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines to extend the term through June 30, 2035, covering premises in Terminal 1 at Los Angeles International Airport; and authorized the Chief Executive Officer, or designee, to execute said Sixth Amendment to Terminal Facilities Lease and License Agreement LAA-8757 with Southwest Airlines subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

000

I hereby certify that this Resolution No. 28192 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, June 5, 2025.

Grace Miguel - Secretary

BOARD OF AIRPORT COMMISSIONERS

SIXTH AMENDMENT TO THE TERMINAL FACILITIES LEASE AND LICENSE AGREEMENT

RECITALS

WHEREAS, the Tenant and the Landlord entered into that certain Terminal Facilities Lease and License Agreement dated March 13, 2013 (LAA-8757), as amended (the "Southwest Lease"); and

WHEREAS, the Tenant currently provides maintenance and operating services for certain of the Landlord's equipment located inside the Tenant's Demised Premises which equipment is used for the Tenant's operations as well as other airlines; and

WHEREAS, the parties agree the Tenant should continue providing the services as the equipment is primarily located inside its Demised Premises, and as such the Landlord shall collect the fees for the use of such equipment and pass through such collected fees to the Tenant, as further described below; and

WHEREAS, in addition to the abovementioned changes, the Tenant and the Landlord wish to, among other things, (i) extend the current Term, (ii) revise the alteration provisions of the Southwest Lease to acknowledge airport standards that serve, among other things, enhanced customer service, and (iii) acknowledge the adoption of new, Airport-Wide Gate Use Protocols governing Common-Use Gates and Preferential-Use Gates at the Airport pursuant to the Board-approved Gate Assignment and Utilization Policy Priorities at Los Angeles International Airport, which shall replace the prior gate use protocols; and

NOW, THEREFORE, in consideration of the mutual agreements contained in this Sixth Amendment, the Landlord and the Tenant agree with each other as follows (certain terms used in this Sixth Amendment and not defined elsewhere in the text of this Sixth Amendment, are used with the meanings specified in the Southwest Lease):

AGREEMENT

- 1. The phrase "June 30, 2025" in <u>Section 1.1.1</u> of the Southwest Lease shall be replaced with the phrase "June 30, 2035."
- 2. New <u>Sections 1.2.1(e)</u>, (f) and (g) shall be added to the Southwest Lease after Section 1.2.1(d) as follows:

- "(e) Effective July 1, 2025, the space identified in Exhibit A-3 attached hereto and as described and delineated therein shall be removed from the Demised Premises (such removed space, the "Ticket Counter Space") and such modification of the Demised Premises shall be documented by the CEO by an amendment to Exhibit A-2, subject to City Attorney approval as to form, with an appropriate adjustment in rental charges without the prior approval or later ratification by the Board or the City Council.
- (f) The parties acknowledge that the Ticket Counter Space was used by the Landlord for the period of August 1, 2024 to June 30, 2025. Accordingly, the Landlord shall issue a rent credit of One Hundred Seventeen Thousand, Nine Hundred Sixty-Five Dollars and Eighty-Seven Cents (\$117,965.87) as reimbursement for the Tenant's rental payment for that space during that period.
- The Tenant acknowledges that the Landlord shall commence a renovation project in Terminal 5 in the near future (such project, the "Terminal 5 Renovation Project") and upon commencement of construction, certain airlines in Terminal 5 will need to be relocated (the "Relocated T5 Airlines"). The Tenant also acknowledges and agrees that upon the commencement of the Terminal 5 Renovation Project, certain space in the Tenant's Demised Premises (the "Removed Demised Space"), including three of the Tenant's Preferential Gates (the "Removed Preferential Gates") and including the removed Ticket Counter Space, all as described and delineated in Exhibit A-4 attached hereto, will need to be used for such displaced airline(s). The Tenant agrees that upon a 30 day advanced written notice from the Landlord, (i) the Removed Demised Space shall be deleted from the Demised Premises, which deletion shall be documented by the CEO by an amendment to Exhibit A-2, subject to City Attorney approval as to form, with an appropriate adjustment in rental charges without the prior approval or later ratification by the Board or the City Council, and (ii) the Removed Preferential Gates shall be removed from the list of the Tenant's Preferential Gates as further described in Section 19.3.1 below. The Landlord shall permit the use of the Removed Demised Space only by Relocated T5 Airlines.
- (h) During the period from the from the earlier of (i) December 31, 2028 or (ii) the Terminal 5 Renovation Project Completion Date (defined below) to six (6) months thereafter (such time period, the "Option Period"), the Tenant shall have the option to lease for the remainder of the Term (as the Term may be extended), all or any portion of the Removed Demised Space, the Ticket Counter Space and the Removed Preferential Gates (collectively, the "T5 Substitution Space") by providing written notice to the Landlord (the "Exercise Notice") during the Option Period identifying which portion of the T5 Substitution Space it wishes to lease (the "Elected Space"); provided, however, that the parties, by mutual agreement, may extend the Option Period by up to 12 additional months. If the Tenant exercises such option, then (i) such space shall be added to the Tenant's Demised Premises effective as of the Elected Space Commencement Date (defined below) which addition shall be documented by the CEO by an amendment to Exhibit A-2, subject to City Attorney approval as to form, with an appropriate adjustment in rental charges without the prior approval or later ratification by the Board or the City Council, and (ii) any conversion of a Removed Preferential Gates to a Tenant's

Preferential Gates shall be added to the list of the Tenant's Preferential Gates as further described in Section 19.3.1 below. The Landlord agrees that the Elected Space shall be handed over to the Tenant on the Elected Space Commencement Date in substantially the same condition it was when the Tenant handed over the Removed Demised Space and the Removed Preferential Gates to the Landlord pursuant to Section (g) above. The "Elected Space Commencement Date" shall be the date that is sixty (60) days after the Landlord receives the Exercise Notice. The "Terminal 5 Renovation Project Completion Date" shall mean the date Terminal 5 Renovation Project is complete and the entire terminal is operational."

- 3. [Intentionally Omitted]
- 4. The following sentences shall be added to the beginning of Section 4.3 of the Southwest Lease:

"The Tenant agrees to perform all Alterations to the Demised Premises in accordance and compliance with the most current published versions of the LAWA Design and Construction Handbook and the Design Guidelines for the Terminal (the current versions can be found on the LAWA website). To the extent that the provisions of the Design and Construction Handbook or Design Guidelines concerning furniture, furnishings, painting, carpeting, wall covering, or other decorative matters are applicable to an airline's public facing areas of its demised premises in the Terminal, the Landlord agrees to consult with such airlines' representatives before adopting or amending any such provisions."

5. The first sentence of <u>Sections 9.1.4.1</u> of the Southwest Lease shall be amended and restated in its entirety as follows:

"With respect to maintenance and operating services (each a "Service" and collectively "Services") for certain of the Landlord's equipment and areas used in common with other airlines located inside the Tenant's Demised Premises which equipment and areas are used for the Tenant's operations as well as other airlines as outlined in the Scope of Work attached hereto as Schedule 2-A ("Scope of Work"), the Tenant has provided a plan for providing the Service to the Landlord."

- 6. Section 9.1.4.7 of the Southwest Lease shall be amended and restated in its entirety as follows:
 - "9.1.4.7. The Landlord shall pay the Tenant for its performance of the Services under this Section 9.1.4 in rental credits ("Common Use M&O Fee") in accordance with the process outlined in the Invoicing for Payment of Services attached hereto as Schedule 2-C (which process may be updated by the CEO as needed) and the Budget Schedule attached hereto as Schedule 2-D, which Budget Schedule will be updated for each Lease Year in accordance with Schedule 2-D. The Landlord shall appropriate funds in the Landlord's annual budget based on the Budget Schedule provided by the Tenant. Within 60 days of the close of each Lease Year, the Tenant shall provide the total 12-month actual out of pocket costs incurred to provide the Services

("Actual Expenses") for the applicable Lease Year period. In addition, the Tenant must submit all supporting documentation/backup for both the Tenant and its subcontractors, including, but not limited to: subcontractor invoices with all supporting backup, employee time sheets, part purchase and receipt logs and invoices, and proof of payments to subcontractors. Within 60 days of the Landlord's receipt of such documentation, the Landlord shall issue the Common Use Equipment M&O Fee on the basis of Actual Expenses incurred pursuant to this Section 9.1.4.7."

Further, the phrase "Common Use Equipment M&O Fee" in the Southwest Lease shall be replaced with "Common Use M&O Fee."

- 7. Section 9.1.4.8 of the Southwest Lease shall be amended and restated in its entirety as follows:
 - "9.1.4.8. [Intentionally Omitted]"
- 8. Section 9.1.4.10 of the Southwest Lease shall be amended and restated in its entirety as follows:
 - "9.1.4.10. If a necessary change causes an increase in the Scope of Work or the Services, the CEO and the Tenant shall agree upon such additional services and such modification of the Scope of Work and/or Services shall be made by the CEO by an amendment to Schedule 2-A, subject to City Attorney approval as to form, without the prior approval or later ratification by the Board or the City Council, provided, however, that the payment for such additional Scope of Work shall be subject to a Board-approved annual budget appropriation."
- 9. Section 19 of the Southwest Lease shall be amended and restated in its entirety as follows:
 - "19. Space Utilization.
- 19.1. <u>Policy</u>. Because the Airport is a public facility essential to regional and national transport and economy, as a matter of public policy the Landlord requires that space at the facilities of the Airport be fully utilized.
- 19.2. <u>Cancellation upon Cessation of Service</u>. If the Tenant shall for any reason cease to operate regularly scheduled or actual flight services at the Airport other than for reasons due to acts, events or conditions beyond the Tenant's control such as acts of God, weather conditions, work stoppages and other labor actions, riots, rebellion, sabotage, acts of a public enemy, war, terrorism, and insurrection, the Landlord may, on at least 30 days' prior notice to the Tenant, cancel this Lease. In the event of such a cancellation of this Lease, (i) the Tenant shall surrender the Demised Premises on the date specified in the Landlord's notice, in the condition required by the provisions of this Lease, (ii) the Base Rent and all additional rent shall be prorated as of the date of the cancellation, and (iii) this Lease shall terminate (subject to the provisions of Section 25.17) as of the date specified in the Landlord's notice.

19.3. Tenant's Preferential -Use Gates.

19.3.1. As of the Sixth Amendment Effective Date, the Landlord has designated thirteen (13) Gates in the Terminal and the associated Preferential-Use Boarding Facilities as preferential use for the Tenant (such Gates and Preferential-Use Boarding Facilities, the "Tenant's Preferential-Use Gates"). The Tenant's Preferential -Use Gates are identified in Exhibit A -5 attached hereto. As described in Section 1.2.1(g) above, upon notice, three of the Tenant's Preferential-Use Gates shall be removed from Exhibit A-5 and such reduction in the number of Gates and Preferential-Use Boarding Facilities shall be made by the CEO by an amendment to Exhibit A-5, subject to City Attorney approval as to form, with an appropriate adjustment in charges without the prior approval or later ratification by the Board or the City Council. Further, pursuant to Section 1.2.1(h), if the Tenant exercises its option to convert any of the Removed Preferential Gates to a Tenant's Preferential-Use Gates, such conversion of Gate(s) and Preferential-Use Boarding Facilities to the list of the Tenant's Preferential-Use Gates shall be documented by the CEO by an amendment to Exhibit A-5, subject to City Attorney approval as to form, with an appropriate adjustment in charges without the prior approval or later ratification by the Board or the City Council.

19.3.2. [Intentionally Omitted]

- 19.4. Gate Use Protocols. The CEO, in his or her sole discretion, may issue from time to time protocols for the assignment of flights on Gates designated as either preferential -use or common -use in the Terminal. As of the Execution Date of the Sixth Amendment, the Tenant acknowledges that, pursuant to this Section 19.4 of the Lease, the CEO has adopted new gate use protocols (the "Gate Use Protocols") governing Common-Use Gates and Preferential-Use Gates at the Airport and that such Gate Use Protocols supersede all other gate use protocols at the Airport including the prior scheduling protocols in the Terminal, any flight protocols, TBIT scheduling protocols and MSC (also known as Bradley West Gates) scheduling protocols. The Gate Use Protocols have been implemented through the LAX Rules and Regulations, which may be amended from time to time by the CEO. The Tenant agrees that it is subject to the Gate Use Protocols, including, but not limited to, the gate recapture and accommodation rights therein."
- 10. The following terms and definitions in Section 24 of the Southwest Lease are deleted in its entirety:

"Active Loading" has the meaning given to it in the TI Scheduling Protocols, the Airport-Wide Scheduling Protocols or the Interim TI Scheduling Protocols if it is effective.

"Active Periods" has the meaning given to it in the Tl Scheduling Protocols, the Airport - Wide Scheduling Protocols or the Interim Ti Scheduling Protocols if it is effective.

"Active Unloading" has the meaning given to it in the Tl Scheduling Protocols, the Airport -Wide Scheduling Protocols or the Interim Ti Scheduling Protocols if it is effective.

"Large Aircraft" has the meaning given to it in the Ti Scheduling Protocols, the Airport - Wide Scheduling Protocols or the Interim T1 Scheduling Protocols if it is effective.

"Minimum Performance Levels" has the meaning given to it in the T1 Scheduling Protocols, the Airport -Wide Scheduling Protocols or the Interim T1 Scheduling Protocols if it is effective.

"Minimum Utilization Requirement" has the meaning given to it in the TI Scheduling Protocols, the Airport-Wide Scheduling Protocols or the Interim TI Scheduling Protocols if it is effective.

"Non -Active Periods" has the meaning given to it in the T1 Scheduling Protocols or the Airport -Wide Scheduling Protocols.

11. Exhibit E of the Southwest Lease entitled "Interim T1 Scheduling Protocols" shall be deleted from the Sixth Amendment.

12. Miscellaneous.

- 12.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this Sixth Amendment shall not, in any manner, alter, change, modify or affect any of the rights, privileges, duties or obligations of either of the parties under the Southwest Lease and except as expressly amended herein, all of the terms, covenants and conditions of the Southwest Lease shall remain in full force and effect.
- 12.2. This Sixth Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 12.3. This Sixth Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Sixth Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this amendment had been delivered that had been signed using a handwritten signature. All parties to this Sixth Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Sixth Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv)

hereby waive any defenses to the enforcement of the terms of this Sixth Amendment based on the foregoing forms of signature. If this Sixth Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[signature page follows]

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed this Sixth Amendment as of the day and year first above written.

APPROVED AS TO FORM:	LANDLORD:
Hydee Feldstein Soto City Attorney	CITY OF LOS ANGELES By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Sixth Amendment.
Date:	
By:	By:
	Chief Executive Officer Department of Airports
	TENANT:
ATTEST:	SOUTHWEST AIRLINES CO.
By: Halley Harner Name: Holly Gamen Title: S. Executive Assistant	Name: Andrew waterson

EXHIBIT A-2

Southwest Airlines Co.

Terminal 1 Effective 7/1/25

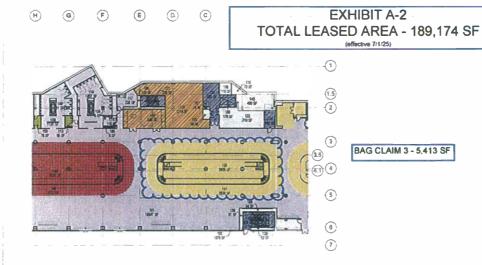
Master Lease Exhibit 2010	10001	Α
---------------------------	-------	---

Master Lea	ise Exhibit 2	20100001A		
Sheet	Space	Map Location	Space Description	Area (SF)
3	135	Arrival Level, T1.5	Bag Claim 3	2,805
3	141	Arrival Level, T1.5	Bag Claim Area 3	2,608
4	14	Arrival Level, T1	SWA Oversized Baggage	363
4	23	Arrival Level, T1	Break Room	161
4	24	Arrival Level, T1	Work Room	116
4	29	Arrival Level, T1	SWA BSO	701
4	35	Arrival Level, T1	Bag Storage	100
4	38	Arrival Level, T1	SWA BSO	466
4	49	Arrival Level, T1	Lift Controls	24
4	65	Arrival Level, T1	Bag Claim 3	205
4	66	Arrival Level, T1	Bag Claim 2	2,016
4	67	Arrival Level, T1	Bag Claim 1	2,016
4	68	Arrival Level, T1	BSO Kiosk 1	25
4	152	Arrival Level, T1	Baggage Lift	137
4	165	Arrival Level, T1	Bag Claim 2	2,682
4	166	Arrival Level, T1	Bag Claim 1	2,682
5	5	Arrival Level, T1	BHS Server	103
5	10	Arrival Level, T1	CBIS	1,755
5	22	Arrival Level, T1	BHS Spare Parts Storage	326
5	24	Arrival Level, T1	CBIS	18,390
5	29	Arrival Level, T1	CBRA Room	3,010
5	37	Arrival Level, T1	BHS Control Room	256
5	158	Arrival Level, T1	CBRA Room	3,928
6	4	Arrival Level, T1	Tunnel Circulation	137
6	5	Arrival Level, T1	Tunnel Access	5,435
		ARRIVAL LEVE	<u> </u>	50,447
7	223	Departure Level, T1.5	Baggage Conveyor	318
8	229	Departure Level, T1.5	SWA Skycap	343
8	282	Departure Level, T1.5	SWA Kiosks	38
8	283	Departure Level, T1.5	SWA Kiosks	38
8	486	Departure Level, T1.5	Exterior SWA Tug Area	3,396
9	2	Departure Level, T1	Baggage Lift	121
9	4	Departure Level, T1	Storage	240
9	5	Departure Level, T1	Boarding Pass Kiosk	231
9	8	Departure Level, T1	On-Duty Sups Office	74
9	15	Departure Level, T1	Storage	221
9	35	Departure Level, T1	Baggage Conveyor	2,116
9	45	Departure Level, T1	Oversized Pass Kiosk	201
9	52	Departure Level, T1	Oversized Bag Screening	649
9	57	Departure Level, T1	Boarding Pass Kiosk	231
9	58	Departure Level, T1	Boarding Pass Kiosk	231
9	159	Departure Level, T1	Inbound Baggage	36,165
9	161	Departure Level, T1	Full Service Ticketing	1,270
9	162	Departure Level, T1	Bag Activation Station	1,361
9	256	Departure Level, T1	SWA Storage	82
10 10	1 4	Departure Level, T1 Departure Level, T1	Baggage Conveyor Storage	807 283

Sheet	Space	Map Location	Space Description	Area (SF)
10	5	Departure Level, T1	Boarding Pass Kiosk	174
10	43	Departure Level, T1	SWA O&M Vendor Office	106
10	44	Departure Level, T1	SWA O&M Breakroom	141
10	45	Departure Level, T1	SWA O&M / Storage	233
10	54	Departure Level, T1	BHS Transfer Line	126
10	146	Departure Level, T1	BHS Spare Parts Storage	258
11	6	Departure Level, T1	Pantry	103
11	9	Departure Level, T1	T-Point Ready Room	371
11	13	Departure Level, T1	Ramp Ops Storage	372
11	14	Departure Level, T1	SSO Room	1,673
11	15	Departure Level, T1	Kitchen	138
11	25	Departure Level, T1	Ramp Storage	269
11	26	Departure Level, T1	Huddle Room	127
11	28	Departure Level, T1	Huddle Room	153
11	29	Departure Level, T1	Storage	86
11	38	Departure Level, T1	Vending	148
11	44	Departure Level, T1	General Storage	153
11	45	Departure Level, T1	Men's Locker Room	270
11	46	Departure Level, T1	Mechs. Work Area	314
11	47	Departure Level, T1	Air Mechs. Sups. & Clerk	176
11	48	Departure Level, T1	Line Maintenance Manager	177
11	49	Departure Level, T1	Breakroom	844
11	50	Departure Level, T1	Circulation	197
11	51	Departure Level, T1	Circulation	153
11	52	Departure Level, T1	Stock Clerk	181
11	53	Departure Level, T1	Oxygen Room	118
11	54	Departure Level, T1	Storage	160
11	55	Departure Level, T1	Men's Restroom	138
11	56	Departure Level, T1	Women's Restroom	137
11	57	Departure Level, T1	Parts Storage	1,139
11	58	Departure Level, T1	SWA Janitors Breakroom	419
11	59	Departure Level, T1	Women's Locker Room	188
11	60	Departure Level, T1	Men's Locker Room	164
11	71	Departure Level, T1	Bulk Storage	586
11	72	Departure Level, T1	SWA Janitors Storage	470
11	74	Departure Level, T1	Women's Locker Room	540
11	79	Departure Level, T1	Ramp Breakroom	1,873
11	81	Departure Level, T1	Men's Locker Room	2,089
11	85	Departure Level, T1	File Storage	177
11	86	Departure Level, T1	Huddle Room	143
11	87	Departure Level, T1	Huddle Room	204
11	88	Departure Level, T1	Kitchenette	25
11	92	Departure Level, T1	Ramp Ready Room	184
11	93	Departure Level, T1	Service Air	251
11	96	Departure Level, T1	Ops Kitchenette	236
11	97	Departure Level, T1	Circulation	453
11	98	Departure Level, T1	Sups Locker Room	207
11	99	Departure Level, T1	Ramp Supervisors	282
11	100	Departure Level, T1	Ramp Ready Room	126
11	104	Departure Level, T1	Ops Storage	153
11	105	Departure Level, T1	Ops Office	631
11	106	Departure Level, T1	Checkout Room	176
11	107	Departure Level, T1	Circulation	145
11	108	Departure Level, T1	Command Center	709

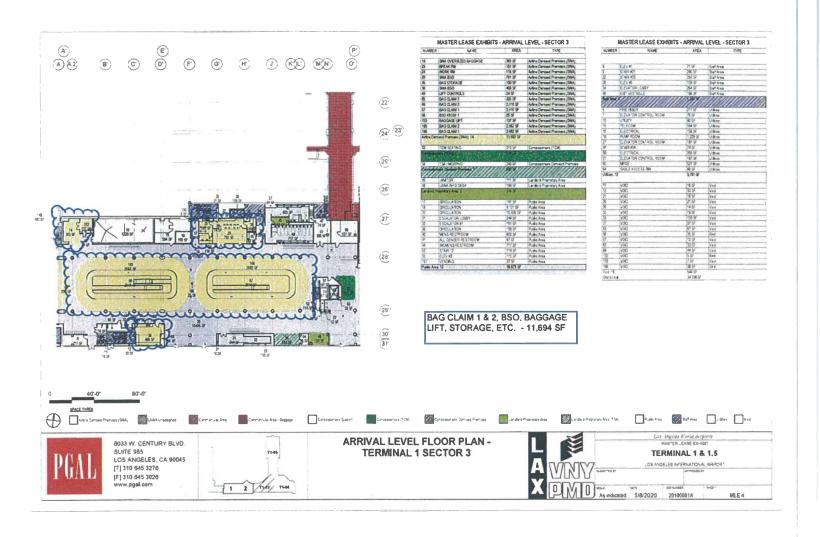
Sheet	Space	Map Location	Space Description	Area (SF)
11	117	Departure Level, T1	Kitchenette	16
11	118	Departure Level, T1	Bull Pen Space	212
11	119	Departure Level, T1	Buil Pen	713
11	120	Departure Level, T1	Assistant Station Manager	147
11	121	Departure Level, T1	Ops Office	190
11	122	Departure Level, T1	SWA Conference Room	1,056
11	123	Departure Level, T1	SWA Shop/Storage	211
11	125	Departure Level, T1	Tool Storage	1,046
11	150	Departure Level, T1	Line Maintenance Expansion	2,296
11	151	Departure Level, T1	Line Maintenance Expansion	1,046
		DEPARTURE I		74,415
14	3	Concourse Level, T1	Union Office	116
14	81	Concourse Level, T1	Seasonal Storage	169
14	86	Concourse Level, T1	Station Manager	191
14	41	Concourse Level, T1	File Storage	131
14	45	Concourse Level, T1	_ Circulation	351
14	46	Concourse Level, T1	Assistant Station Manager	151
14	18	Concourse Level, T1	Admin Manager	148
14	48	Concourse Level, T1	Station Admin	120
14	49	Concourse Level, T1	Reception	122
14	50	Concourse Level, T1	Circulation	127
14	54	Concourse Level, T1	Huddle Room	270
14	42	Concourse Level, T1	Copy Room	173
14	51	Concourse Level, T1	Secured Storage	176
14	53	Concourse Level, T1	Bell Pen	617
14	52	Concourse Level, T1	Kitchenette	30
14	69	Concourse Level, T1	Circulation	295
14	67	Concourse Level, T1	Huddle Room	196
14	58	Concourse Level, T1	Supervisors	354
14	68	Concourse Level, T1	Locker Room	301
14	72	Concourse Level, T1	Super Locker	161
14	73	Concourse Level, T1	ATO Break Room	866
14	61	Concourse Level, T1	Accounting Admin	214
14	60	Concourse Level, T1	Agent Checkout	301
14	64	Concourse Level, T1	ATO Locker	309
15	139	Concourse Level, T1	Administration Office	935
15	51	Concourse Level, T1	Locker Room	124
15	50	Concourse Level, T1	Breakroom	264
15	44	Concourse Level, T1	Gateway Workstation	438
15	45	Concourse Level, T1	Manager Office	174
15	145	Concourse Level, T1	SWA Regional Director	150
15	21	Concourse Level, T1	SWA Work Area	93
15	85	Concourse Level, T1	SWA Training	567
15	84	Concourse Level, T1	SWA Training	727
15	83	Concourse Level, T1	SWA Training	965
15	86	Concourse Level, T1	Huddle Room	453
15	148	Concourse Level, T1	Class Room A	665
15	147	Concourse Level, T1	Class Room B	727
15	19	Concourse Level, T1	Supervisors Training Room	737
15	53	Concourse Level, T1	Holdroom 9	4,760
15	89	Concourse Level, T1	Training Storage	171
16	2	Concourse Level, T1	Holdroom 11A	2,744
16	3	Concourse Level, T1	Holdroom 11B	2,744
10	5	Johnson Se Level, 1 1	HOIGICOTTI I ID	۷,1 ٦٦

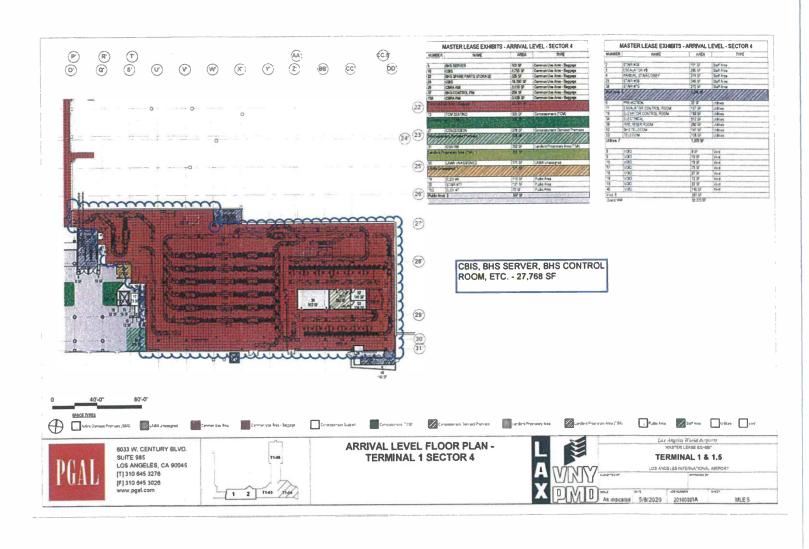
Sheet	Space	Map Location	Space Description	Area (SF)
16	21	Concourse Level, T1	Storage	169
16	31	Concourse Level, T1	SWA OPS	211
16	40	Concourse Level, T1	SWA Pilot Work Room	76
16	66	Concourse Level, T1	Holdroom 13	2,799
16	69	Concourse Level, T1	Holdroom 15	2,797
16	170	Concourse Level, T1	Holdroom 17A	2,797
16	171	Concourse Level, T1	Holdroom 17B	2,802
16	173	Concourse Level, T1	Holdroom 18B	2,797
16	172	Concourse Level, T1	Holdroom 18A	2,797
16	70	Concourse Level, T1	Holdroom 16	2,797
16	67	Concourse Level, T1	Holdroom 14	2,798
16	22	Concourse Level, T1	SWA Janitorial	480
16	6	Concourse Level, T1	Gate Corridor	263
16	64	Concourse Level, T1:	Holdroom 12B	3,509
16	63	Concourse Level, T1	Holdroom 12A	3,510
		CONCOURSE L		53,929
18	401	Office Level, T1.5	SWA Lounge	1,945
18	404	Office Level, T1.5	Drug Testing Restroom	138
18	404	Office Level, T1.5	SWA Conference Room	553
18	415	Office Level, T1.5	SWA Operations	1,791
18	441	Office Level, T1.5	•	80
18	442	Office Level, T1.5	Bag Storage Vestibule	56
18	443	Office Level, T1.5	Dressing Room	68
18	444	Office Level, T1.5	SWA Office	215
18	445	Office Level, T1.5	Quiet Room	368
18	446	Office Level, T1.5	SWA Open Office	693
18	448	Office Level, T1.5	SWA Office	145
18	449	Office Level, T1.5	SWA Office	161
18	450	Office Level, T1.5	File Storage	150
18	450 451	Office Level, T1.5	SWA Office	180
18	452	Office Level, T1.5	SWA Break Room	159
18	452 454	Office Level, T1.5	Storage	57
18		Office Level, T1.5	_	142
	455 456	Office Level, T1.5	SWA Office SWA Office	130
18	450 457			
18		Office Level, T1.5	SWA Office	130
18	458	Office Level, T1.5	SWA Office	130
18	459	Office Level, T1.5	Huddle Room	239
18	460	Office Level, T1.5	SWA Open Office	630
18	463 464	Office Level, T1.5	Storage	144
18		Office Level, T1.5	File Storage	142 343
18 18	465 467	Office Level, T1.5 Office Level, T1.5	Supervisors Vanity / Vestibule	147
18	467	Office Level, T1.5	Dressing Room	36
18	469	Office Level, T1.5	Dressing Room Dressing Room	57
	469	Office Level, T1.5	•	53
18 18	470 471	•	Uniform Storage	128
		Office Level, T1.5	Bag Storage	721
18	472	Office Level, T1.5 OFFICE LEV	Reception /EL	9,931
21	11	Roof Level ROOF LEVE	SWA Radio Room	452 452
		NOO! LEVE		752
		TOTAL		189,174

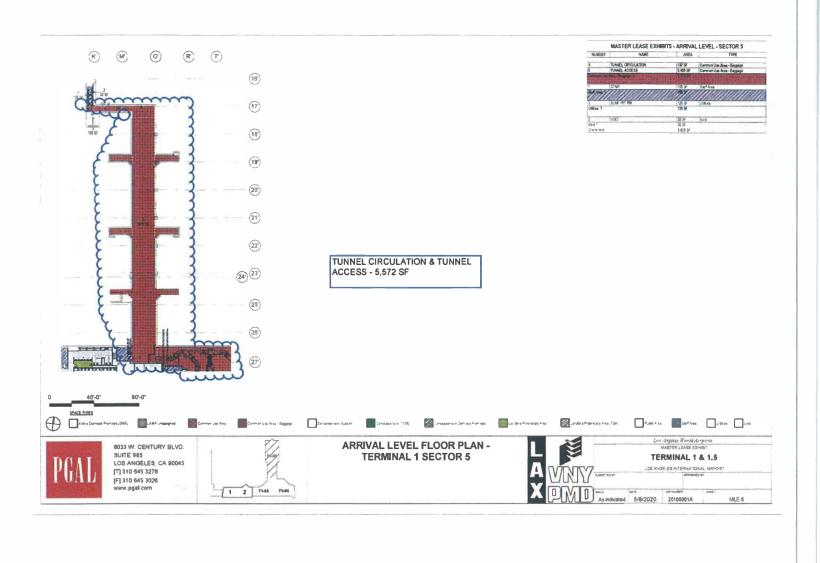


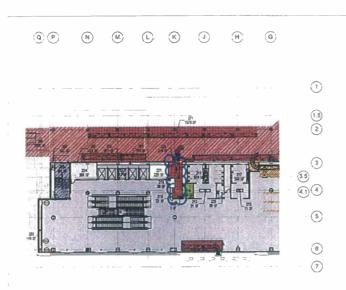
	MASTER LEASE EXHIB	rts - arrivai	L LEVEL - SECTOR 2
NAMEER	RAME	WEA	Tire
125	BAG CLAN S	(2.8)5.5	(Artice Denised Promises (DAR)
141	SAGGAGE CLAIM AREA 3	2 KA W	Article Decision Promises (SAR)
Autora Diemos	of Francis (SAR) 2	5.413.5#	
134	310 CAN 4	2.65 9	Common Cas Area - Becopage
140	EXOCAGE CLAIN AREA 4	12,732,55	(Commention Area - Baggage
112	FOTME	87	Landors Proprietary firms
150	LAMA WANTENANCE	NS	Landort Promotey Area
Ledelly	riday Area 2	16.9	AND DESCRIPTION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUM
104	CAL \$30	340 9	UAA Panyel
***	CONCESSON.	1,718.9F	UAA Proget
JOS Dress	44 2000 (1000)	111118881	
149886			
12	CROLLATION	18.547 55	Patic Are
126	MENS-RESTROOM	1,120.34	Pusic Area
118	WOMENS RESTROOM	1.6/19	Public Area
114	AL DENZA RESTROOM	116.09	Palic Ave
117	河下班JEFAEA	238.9F	Public Area
Patie Area		2.17.5	
120	ELEVATOR	175 OF	Set Am
121	STAIR 2	236.9	Statt New
173	CORRECOR	41 9	Staff Area
137	START 1	408 SF	Staff Assa
164	CORRECCH	16.5	Staff Area
		11/23/19/	
113	PREACTION	36.5	Utilies
10	DWP ELECTRICAL ROOM	480 9	Utilities
Uttres 2		54 9	
100	V90	1,275.55	Vsd
108	V00	5.54	Vort
136	MEDI DIME	6.2	Ved
156	300	52.57	Vod
16	200	11 SF	Ved
185	VOID	833	Yes
186	OASE	100 3	Ved
187	V00	17.5	Vet
1.装	You	114 57	Vod
199	VOID	94.52	TV+4
No.4.19		1.73634	







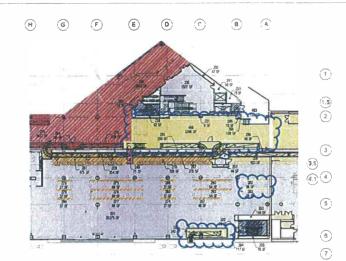




	MASTER LEASE EXHIBITS -	DEPARTU	RE LEVEL - SECTOR 1
MUNEER	NAME	APEA	het
26	EXTERIOR COMMON USE TUG AREA	3269	Commonition Name
This		100111	
20	BADGACE CONVEYOR	(313.97	Communities Area - Baggage
278	SAL SHYCAP CONVEYOR	340 F	Common Use News - Supplier
271	EXTERIOR SAG MIL.1	1.579.56	Common Use Area - Beggaça
272	EXTRIPOR NACIONAL	401.97	Common Use Anna - Parrage
STORE .	the bearing and other training	See of 1	AND DESCRIPTION OF REAL PROPERTY.
COPPLES.	SWICE STREET	1199	Landlers Prognosay Area
andert Pro		199	THE RESERVED TO SERVED TO
		200	
22	WOMENS RESTROOM	\$71.55	Adde Ana
21.5	MENS RESTROOM	945	Public Area
200	ALL GENCER RESTROOM	WA	Patchya
272	ELEVATORS	\$13.97	Public Area
256	ESCALATOR	1,670.56	P.phi hye
Public Area	STORY OF THE PARTY	1,217.55	
775	CAR 1	AST DE	Darf Area
10	3/44.7	7847	Chart Area.
100	11991119111191111		
71	PREACTION	39.5	Vikn
218	MON DOCK	22.57	Utilities
22€	E-SCTP6CAL	368 SF	Utilities
Utilies	A CARLO DE LA COLO	CS F	1 2 2 2 2 2 2 2
2-3	1990	919	Ned
23	700	11.57	V04
221	MECH DIVISE	25.9	Ved
25	700	107.9	Vaid
365	VOO	63.9	Vad
290	V90	140.37	Ved
31	900	19.9	Vac
292	VOC	15	Vac
Ved Overtists		1211255	*****

BAGGAGE CONVEYOR - 318 SF





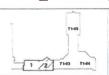
THE	AREA	RAPE	NUMBER
Adva Danced Premiers (SA)	407	SMA TOSTING	108
Artina Denisted Premises (196)	363.9F	SNA SICICAP	29
Aufre Daniel Plenses (DA)	MF	SAS OCCUS	82
Arlen Dansard Prenses (SA)	3.7	SAA ISCORS	183
Adea Demont Pranties (SW)	3.396.97	EXTERNOR SAVA TIJO AREA	254
TENEDO DO SE	4,238 F	of Promone (SAN)	Latine Corres
Correct See No.	(H #	TARCAS ASSIBLL	43
Common Vito Area	1072 W	EXTERNOR COMMON USE TUD NICK	73
Common Use Alex	7.563 SF	EXTEROS & S CATE	58
WOMEN SHA	1997/1	19/14/16/11/18/16	2000
Common Use Xiva - Baggage	134 F	EXTERIOR SAC IELT	7711
	190	NA MARKET TO A STREET	RECED
UASA Chategrat	FIR	SACGACE CONJEYOR	7.9
LASIA Unissigned	308 SP	GAL TICKETING	173
LASA Urasagred	64 SF	egoses	163
UNIA Draingret	45.9	CAL TICK! TNG	120
LASA Unasagres	64.92	40343	43
URSA Unicegnet	4.5	405AS	120
LASA Urassgres	27.54	405FS	4.8
LAAA Urassyret	27.9	403×5	153
(ASA Urasayred	27.9	40583	78
LAISA Unessigned	M 17	40545	175
LARK Unamagned	18.9	40545	75
LAKA Unessigned	MW	40543	272
LEAA Urscagred	27.9	40545	78
LAWA Unexagnet	25 9	405KS	778
LESS Unategrad	09	405AS	193
UFSA Unassgret	173.9	BADGAGE CONVEYOR	37
	ODSWA	400000000000000000000000000000000000000	Mar Sonia

	MASTER LEASE EXHIBIT	S - DEPARTU	RE LEVEL - SECTOR 2
10/100/64	NAME	APEA	TOPE .
304	CHOLATION	2015.9	Push Area
75	3.1027	115075#	Public Arts
737	FECALATON	521.97	Public bes
Nak (res	SECTION AND RESERVED	247	The state of the s
754	5"AR1	400.37	Saf Area
734	VESTRULE	34.57	Staff Area
240	£,763	237 9	Staf Area
find Hotel		11/11/12/19	
Willia.	110 m 110 m 110 m	1337939	
418	THE CONTROL	12.3	Utilities .
241	PREACTION	28.57	Utilities
683	EXPERIOR LIBRORNS DOCK	733 5	Utilities
Utilities		123 F	
202	MEDI, DASE	36.9	1714
563	MECH CHASE	144.5F	Viid
205	VOID	65.57	Ved
267	MECH, CHASE	49	Vad
211	VOICE	126 9	Vad
231	V0/3	857	Vod.
733	700	75.07	Ved
256	VOO	625	Ved
252	V00	43	Ved
34	V503	117.05	Va-4
366	Vac	19.9	Vac
296	VOC	8.9	Vod
268	V902	200 SF	V>4
294	VOID	186 (#	Yes
36	Void	10.5F	Vod
296	M(0+,0+A5)	117	Ved
Vh4		1.400.18	***

TICKETING, SKYCAP, KIOSKS, TUG AREA - 3,815 SF

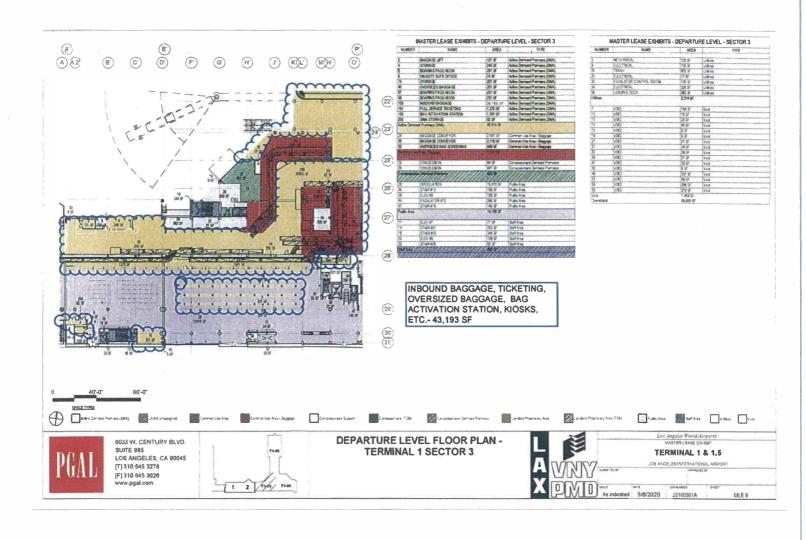


80'-0-

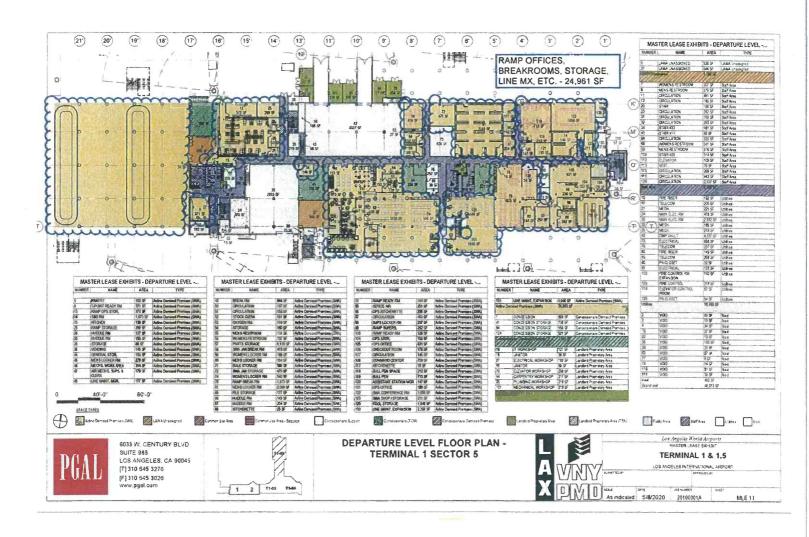


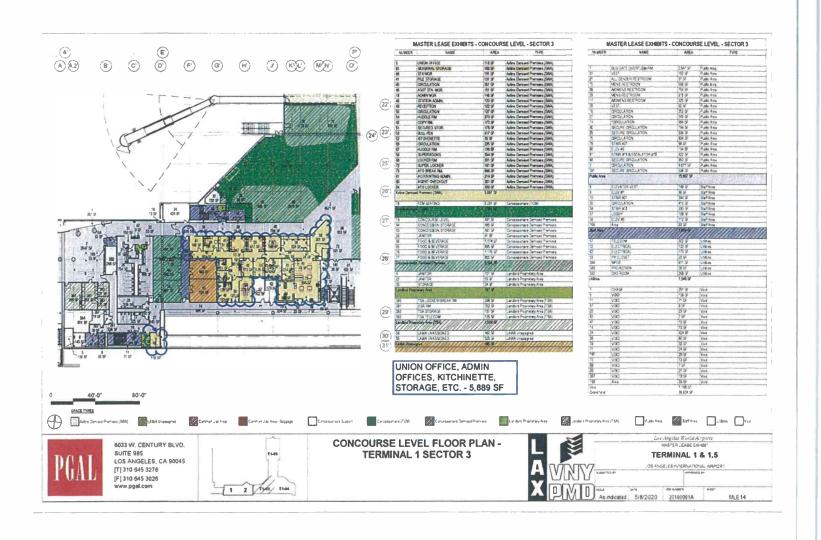
DEPARTURE LEVEL FLOOR PLAN-**TERMINAL 1.5 SECTOR 2**

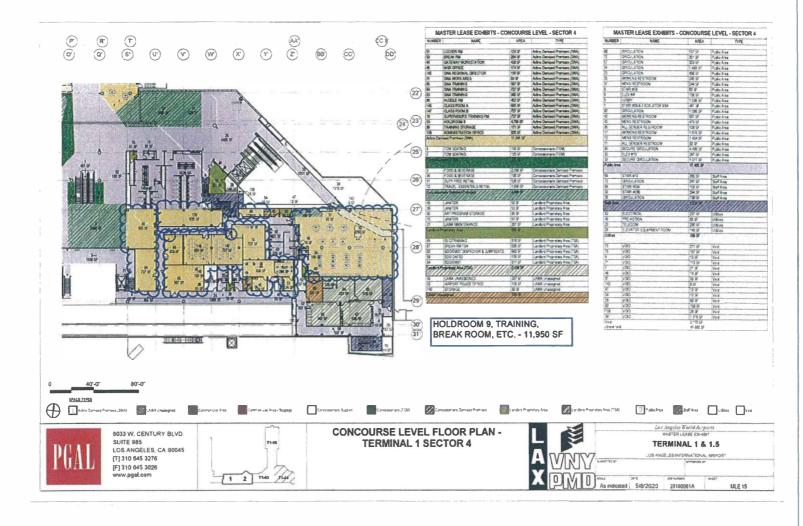


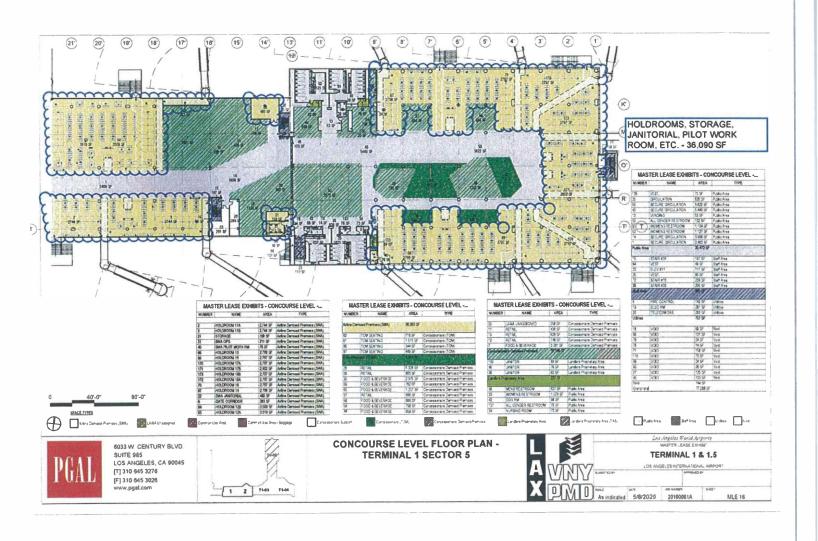


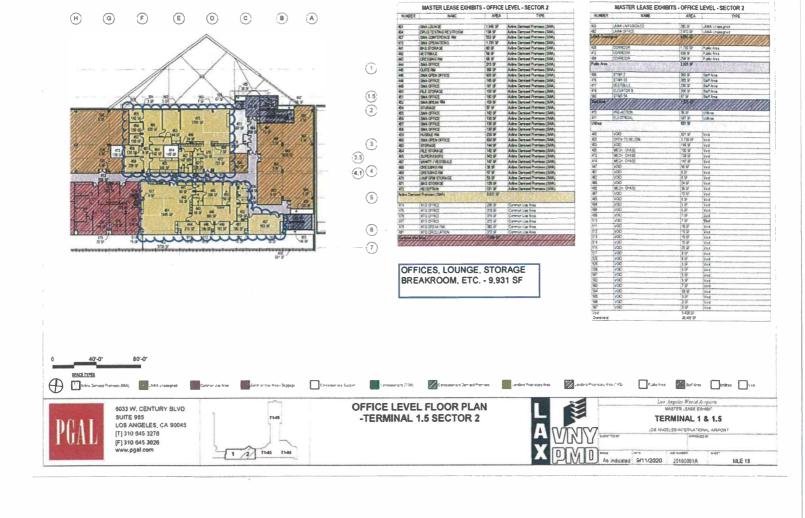


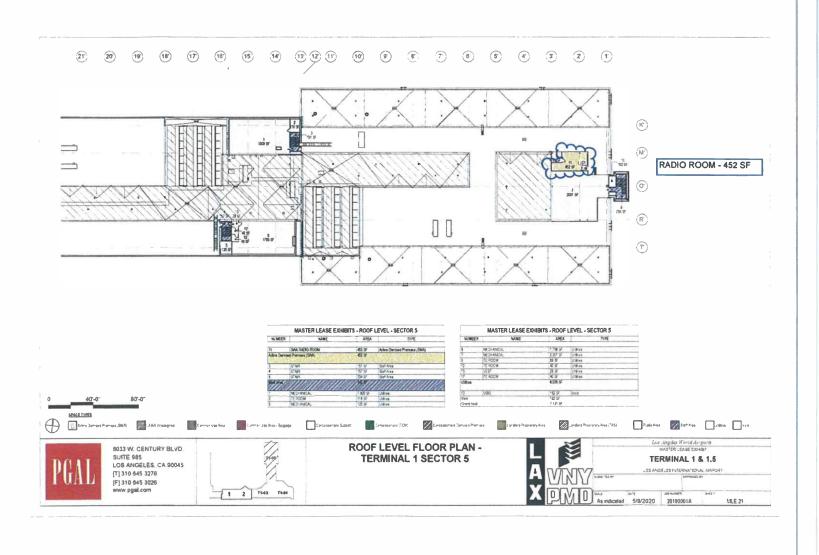












TICKET COUNTER SPACE

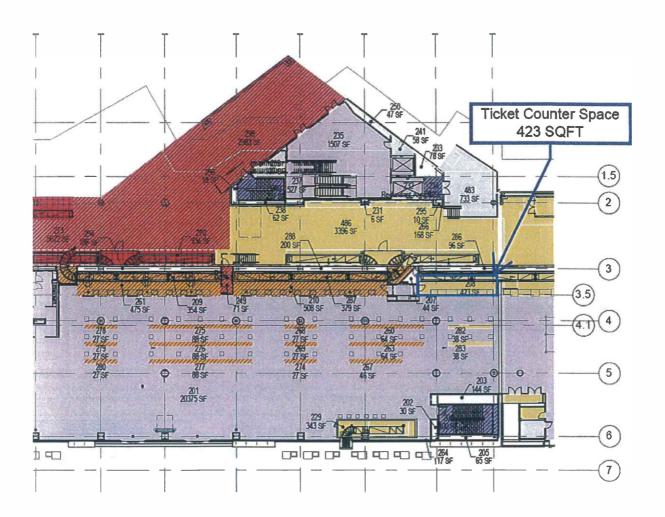
Terminal 1

Master Lease Exhibit 20100001A

 Sheet
 Space
 Map Location
 Space Description
 Area (SF)

 8
 208
 Departure Level, T1.5
 SWA Ticketing
 423

 TOTAL



REMOVED DEMISED SPACE

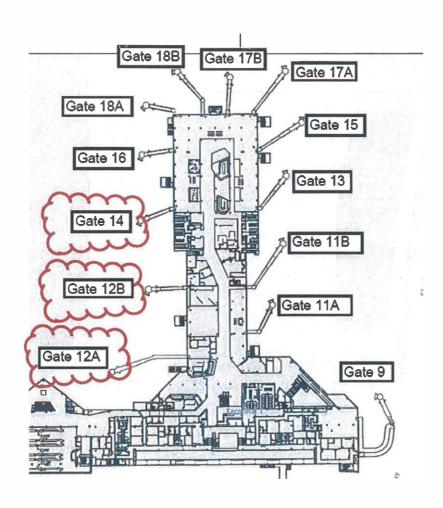
Terminal 1

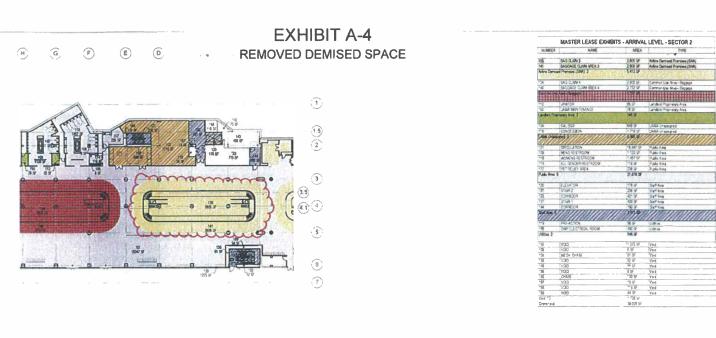
Sheet	Space	Map Location	Space Description	Area (SF)
3	135	Arrival Level, T1.5	Bag Claim 3	2,80
3	141	Arrival Level, T1.5	Bag Claim Area 3	2,60
4	65	Arrival Level, T1	Bag Claim 3	209
4	14	Arrival Level, T1	SWA Oversized Baggage	36:
4	49	Arrival Level, T1	Lift Controls	24
4	152	Arrival Level, T1	Baggage Lift	13
		ARRIVAL LEVEL		6,14
8	208	Departure Level, T1.5	SWA Ticketing	423
8	229	Departure Level, T1.5	SWA Skycap	34:
8	282	Departure Level, T1.5	SWA Kiosks	3
8	283	Departure Level, T1.5	SWA Kiosks	38
8	486	Departure Level, T1.5	Exterior SWA Tug Area	3,39
9	8	Departure Level, T1	On-Duty Sups Office	7
9	159	Departure Level, T1	Inbound/Outbound Baggage	10,070
9	161	Departure Level, T1	Full Service Ticketing	56
11	6	Departure Level, T1	Pantry	103
11	9	Departure Level, T1	T-Point Ready Room	37
11	13	Departure Level, T1	Ramp Ops Storage	37:
11	14	Departure Level, T1	SSO Room	1,67
11	15	Departure Level, T1	Kitchen	13
11	26	Departure Level, T1	Huddle Room	12
11	28	Departure Level, T1	Huddle Room	15
11	29	Departure Level, T1	Storage	8
		DEPARTURE LE	VEL	17,97
16	67	Concourse Level, T1	Holdroom 14	2,79
16	6	Concourse Level, T1	Gate Corridor	26
16	64	Concourse Level, T1	Holdroom 12B	3,50
16	63	Concourse Level, T1	Holdroom 12A	3,51
		CONCOURSE LE	VEL	10,08

TOTAL 34/19

REMOVED PREFERENTIAL GATES

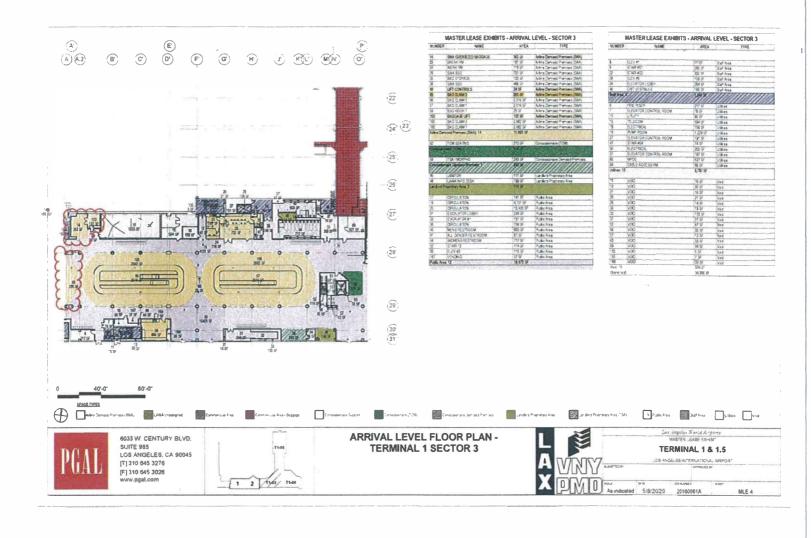
Terminal 1	12A
	12B
	14

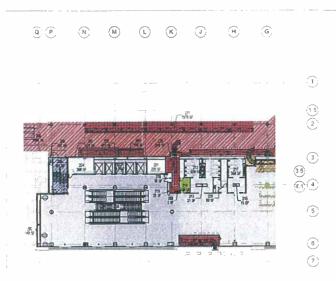




TOTAL REMOVED DEMISED SPACE 34,198 SF

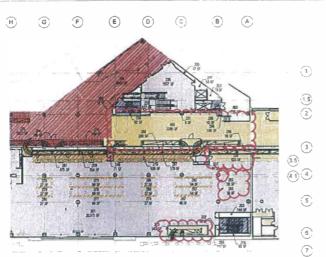








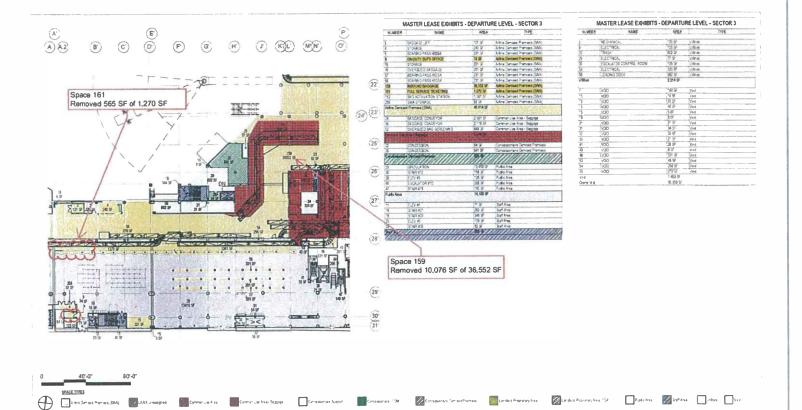




NUMER	MANE	1364	DIPS
NUMBER	NAME.	APEA	. III'E
206	SWA TICKETING	43.7	Ardine Chemical Premises (TMA)
229	SAA SKICAP	143 SF	Arten Deniced Frances (TVA)
262	SNA ROCKS	23	Artine Demiced Premiate (SALE)
282	SAX 4955X5	34.27	Addre Densed Prenises (DAR)
686	EXTERIOR SWATTLG AREA	3.395 SF	Artes Densed Frames (SNA)
Airbre Cerrise	of Photome (SAA)	4238.9F	
749	BLOOK ATTRACE	7:4	Common Dise Area
273	EXTERIOR COMMON USE TUG MEEA	3472.97	Common Use Area
758	EXTERIOR BUSICANE	/2 161 5/	Common Use Area
Committee Sale	857111111111111111111111111111111111111	1597	
119141	011130111011111111	119111	11.00011.00011.00011
275	EXTERIOR SAS BELT	104.59	Constant Size Area - Baggage
Sec. 111	No deposit to the same		
709	BEOCKER CONJECTER	1354 52	JAI Desgrit
215	GAL TICKETING	508 SF	LANA Green prot
290	905KS	49	CASSA Unimagned
251	OR TOWNS	62.34	(LAMA Unexpgred
(8)	+00583	94.SF	UNIX presigned
767	40945	维芽	UAS changed
268	405KS	23	UASA Urusagrad
253	40345	7.8	LANA Unasagred
271	-005KS	21.95	LASA (recepted
275	49054S	86 1F	SAM Presignal
274	405KS	特牙	UANA unacognet
177	90545	20.37	LAMR Shangrey
278	405KE	27.9	JAM Jamaget
271	400143	27.37	LEAR Unaxegned
240	405KS	17.97	UNAN presigned
287 Zádla Shaja	ROYELACT STATION	173 F	LASK Crassgred







DEPARTURE LEVEL FLOOR PLAN -TERMINAL 1 SECTOR 3

6033 W. CENTURY BLVD.

SUITE 985 LOS ANGELES, CA 90045 [T] 310 645 3276

1 2 156, 1141

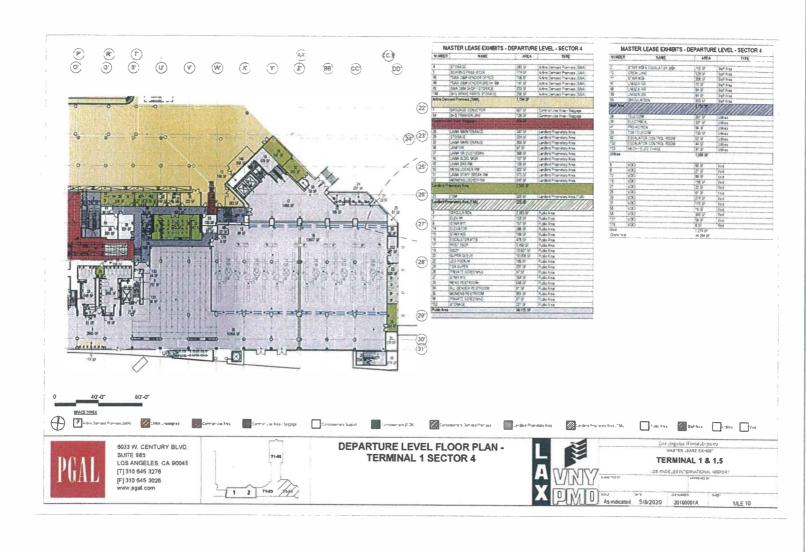
[F] 310 545 3026 www.pgal.com Los Angeles World Airports
181-181-181-181

TERMINAL 1 & 1.5

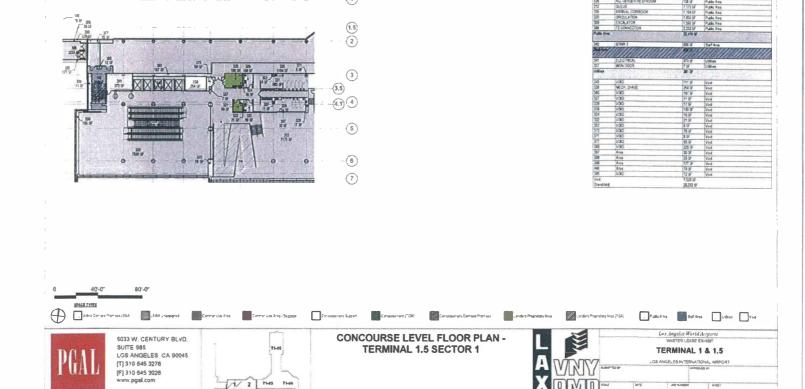
OS ANGELES INTERNATIONAL ARPOR

MLES

As indicated 5/8/2020 23100001A







(N) (M). (L) (K) (J)

H

1/2 7148

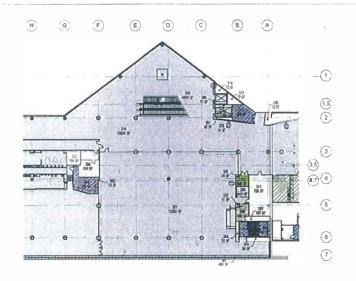
(G)

(a) (P)

MASTER LEASE EXHIBITS - CONCOURSE LEVEL - SECTOR 1

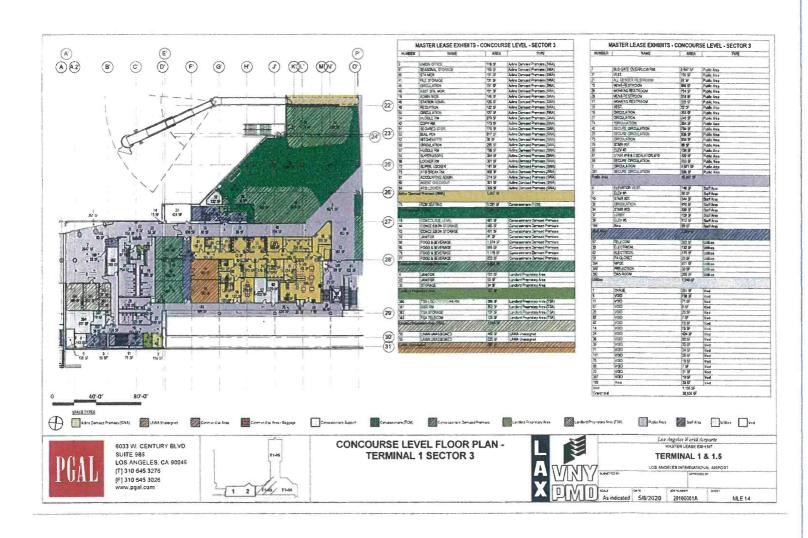
D 10nd As indicated 5/8/2020 20100001A

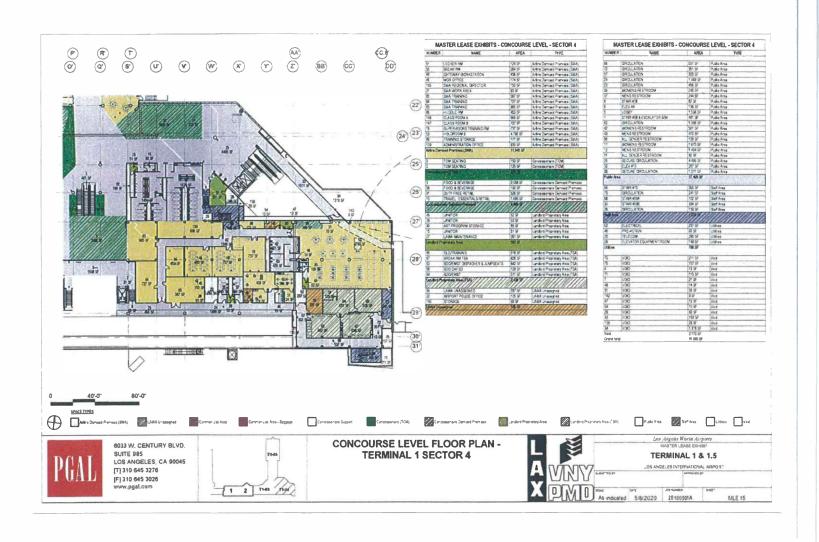
AREA

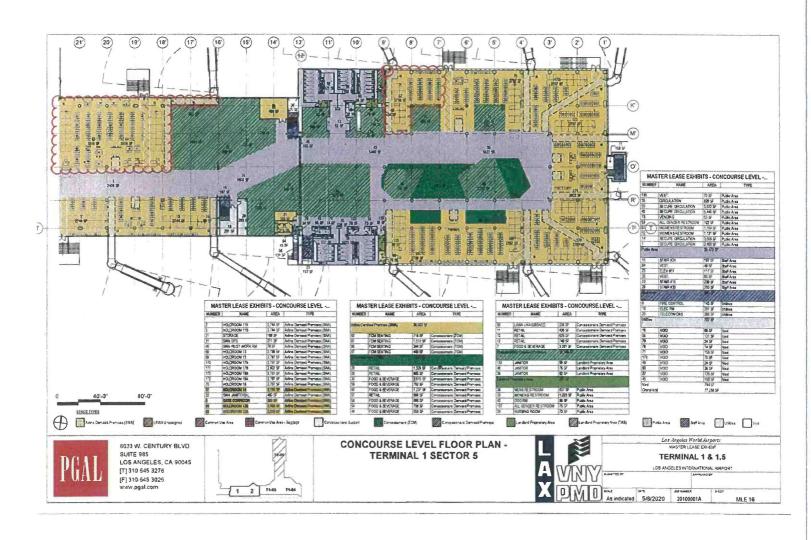


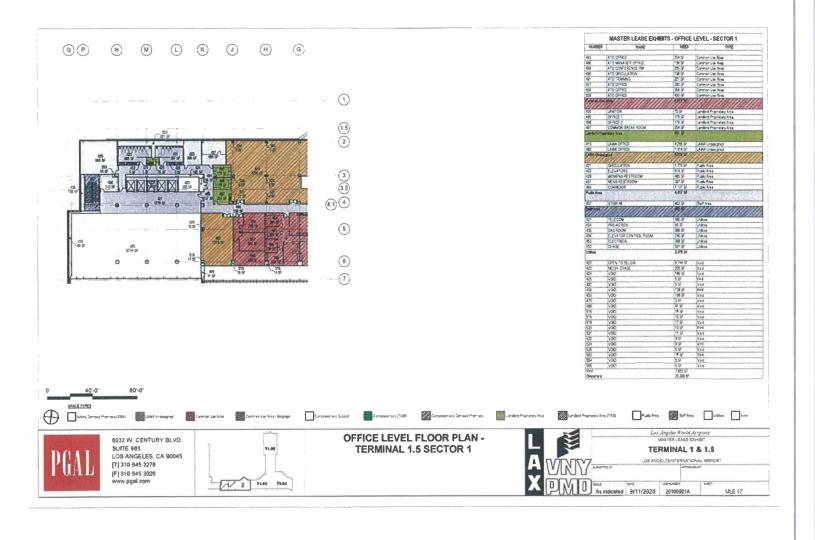
1	AASTER LEASE EXHIBIT	TS - CONCOUR	SE LEVEL - SECTOR
NUMBER	NAME	AJEA	TYPE
**	LAMA MAINTENANCE	NY	Landers Programy Area
anders from	reary home	AV.	
100	Tiv	167	Landort Promoto Area (15)
archet Pag	Page 1804 (1947) / / / / / / / /	17/6/季季/7/	11398/13/63/1
19917	1977 1987 1789	1531111119	1914/14/1919
CO	PRIVATE SCHEENING	(11) W	Azic Ana
4	ELEVATORS	279.59	Pale Ava
17	CSCALATOR	764.00	Pake Nee
**	BUS GATE HOLD RM	4 454 55	Palc litts
19	£5CP	12.216.57	Pale Area
14	CROSCATION	10,934.59	Public Area
Allic Area		21.779.55	NO DESCRIPTION
34	HOPORW	330 77	Saf Area
45	STAGE T	400 59	Staff Area
F1	FRESHT HOLD	279.36	Saff Area
100		1111071	
11)	TELECOM	D4 F	Ukn
11	ELECTRICAL	723.9	10km
5	DELUCE VA.VE	22	Utilities
lites	FICKI ST	1,215.9F	
12	MECH CHASE	194.9	Ved
723	VOID	M.SF	Vad
XX.	VEOL DAKE	107 F	Yes
04	VILLIV	13.55	Ved
02	Void	15.9	Vod
06	700	14.54	Vod
**	V30	125	Vad
61	OKE	49	Vod
67	190	64.5	Vive
72	V30	23.59	/Vo.d.
74	WEDY DYASE	79.52	Vist
74	790	/14.SF	Vad.
	Ana	99	Wind
32			

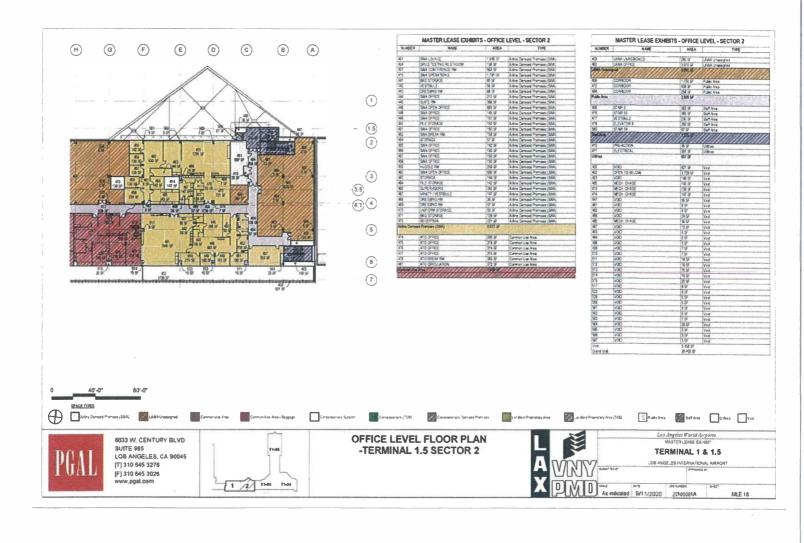


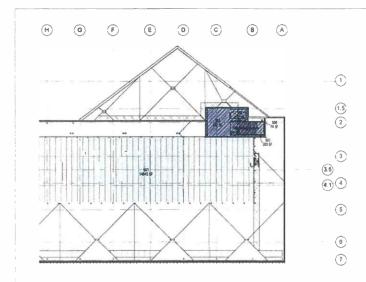






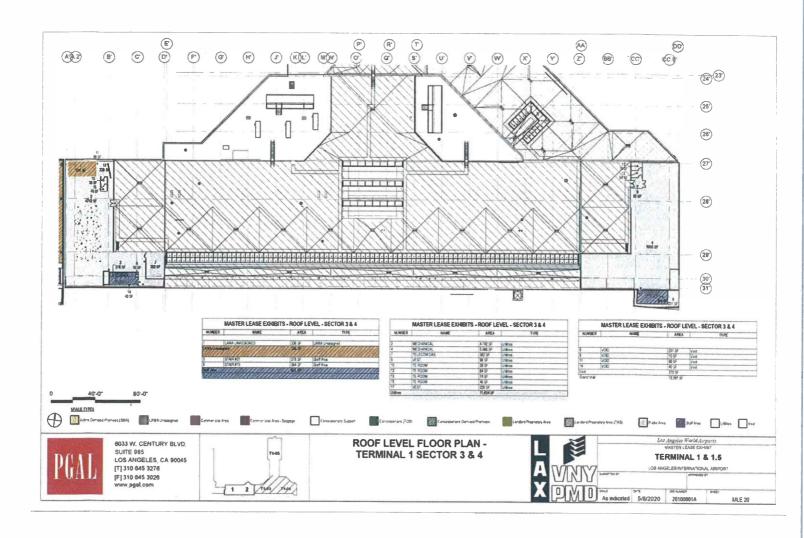


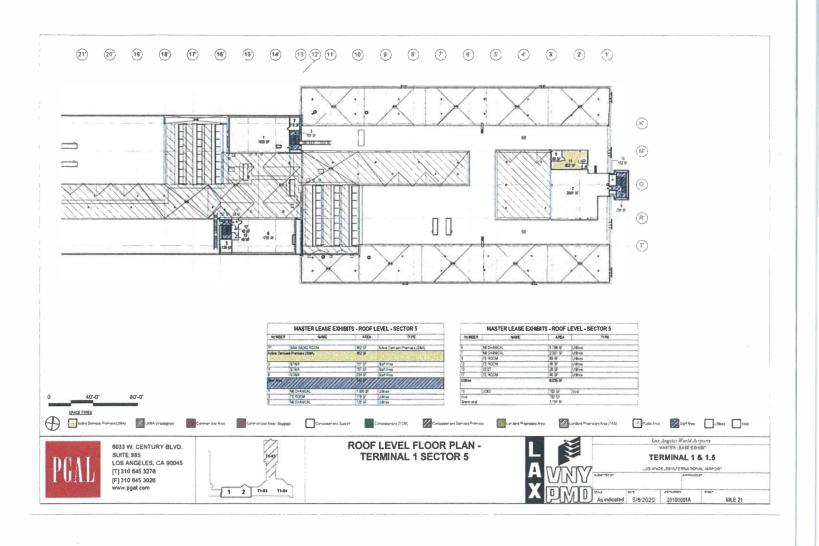






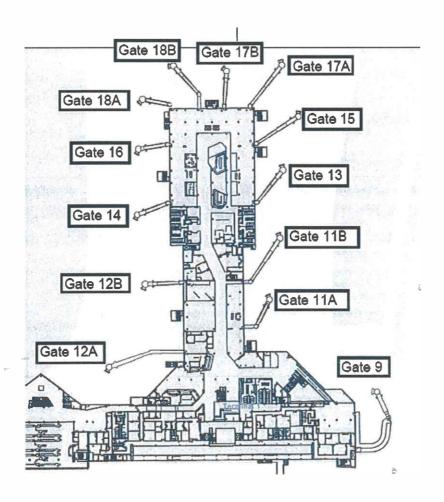






PREFERENTIAL-USE GATES

Terminal 1	9	
	11A	
	11B	
	12A	
	12B	
	13	
	14	
	15	
	16	
	17A	
	17B	
	18A	
	18B	



SCOPE OF WORK Schedule 2-A

OVERVIEW:

This exhibit begins with a summary of the services that Southwest shall provide through its employees or through approved Service Providers on behalf of Los Angeles World Airports (LAWA) pursuant to the <u>Agreement between the City of Los Angeles and the Southwest Airline Company (Southwest) for Providing Equipment Maintenance Services at Los Angeles International Airport ("Agreement").</u>

The section entitled "Subcontractor Services Provided" in this exhibit is intended to be a summary of the scope contained in the Southwest Contracts listed in the table below. All work performed must adhere to the standards of those contracts and the terms of this Agreement. Southwest shall be and remain solely responsible to LAWA for the quality and performance of all subcontractors' services.

Southwest MANAGEMENT OBLIGATIONS:

Southwest will provide the services to LAWA as defined in this Scope of Work. Southwest will provide these services by means of procurement of subcontracted service providers who will be subsequently managed by Southwest. These service providers and their scopes are listed and defined below. Southwest shall procure these service providers in accordance with LAWA's guidelines, and in compliance with all applicable local and federal regulations, via a competitive bid process in which all elements of scope, staffing, pricing, compliance, performance, and management will be evaluated. Southwest will assume responsibility for oversight and management of all such subcontracted service providers and will govern all elements of contract execution including the operational and financial performance of each party.

They subcontracted service providers will report to Southwest's General Manager.

SUBCONTRACTOR SERVICES PROVIDERS:

A-1 Siemens Logistics LLC

Terminal	S	Southwest Contract #	Effective date	End date
Terminal	1 and 1.5	Siemens CW2352977	8/1/2024	7/31/2027

Scope Summary · O&M on Checked Baggage Inspection System (CBIS), Baggage Handling Systems (BHS) and related systems

- Operations & maintenance for T1. T1.5 inbound and outbound baggage handling system conveyors and integrated conveyance equipment, security fire doors, makeup and claim devices, oversize belts lift, etc.
- Maintain the equipment/system to meet or exceed contractual KPIs
- Use SWA computerized maintenance system (CMMS) as source of record for all maintenance activities, audits, incident reports, etc.
- Maintain a parts inventory for all contracted equipment to contractual KPI levels/thresholds.

A-2 Brock Solutions US Systems LLC

Terminals	Southwest Contract #	Effective date	End date
Terminal 1 and 1.5	Brock CW2308239	1-1-2023	12-31-2028

Scope Summary - O&M on Checked Baggage Inspection System (CBIS), Baggage Handling Systems (BHS) and related systems

- Provide 24.7 support for upper and lower level controls systems.
- Satisfy all contractual KPIs regarding response time
- Provide a monthly record of support calls containing date and time, issue, activities performed, resolution, hours billed, etc.
- Maintain/manage change logs, EDS(electronic data sheets), compact flash, near and far backups of PLC programs, configurations files, settings, etc.
- Organize and maintain a library of historic files after updates/modifications/changes
- Support creation of processes/procedures for restoring programmable, configurable components/hardware
- Maintain support log reflecting date and time of log in, detail of activities, log out time, billable hours, etc.

A-3 ABM Aviation, Inc

Terminals	Southwest Contract #	Effective date	End date
Terminal I and 1.5	CW2322957 (#assigned by Ariba)	02/01/2022	12/31/2029

Scope Summary - Facility Cleaning Services

- Clean the Gate holding Area per cleaning specification
- Front and Back of Ticket Counters per cleaning specification
- Satisfy all contractual KPIs regarding facility cleaning services

Λ-4 Siemens Logistics LLC

Terminals	Southwest Contract #	Effective date	End date
Terminal 1 and 1.5	CW2352977 (#assigned by Ariba)	8/1/2024	7/31/2027

Scope Summary Passenger Boarding Bridge and Gate Services O&M

- Equipment Operation
 - Develop and provide the appropriate documentation and training to support all contracted operational facets of the Equipment
 - Monitor Equipment performance and coordinate planned system availability with Station operation demand
 - Provide the appropriate corrective measures in reaction to Equipment faults, failures or other situations where human intervention is required to sustain Equipment performance
 - Coordinate plans and activities between all parties as necessary to meet operational and systemic requirements for operating the Equipment
- Equipment PM/CM
 - Develop and provide the appropriate schedules, documentation, training and tools necessary to support all contracted maintenance of the Equipment
 - Inspect and note suspected and malfunctioning Equipment components for the necessary maintenance activity

- Maintain clean Equipment and surrounding areas around the Equipment and working space
- Conduct preventative maintenance on Equipment based on the prescribed Preventative Maintenance Schedule that is compatible with SWA CMMS maintenance practices and Equipment performance measurements
- · Repair and/or replacement of Non-warranty Equipment components
- · Procedures for ordering parts will be provided by Southwest
- · Coordination with OEM's for all warranty and non-warranty repair and replacement work
- Coordinate plans and activities between all parties as necessary to address operational and Equipment requirements for maintaining the Equipment
- Perform, as needed, corrective maintenance, including, but not limited to:
 - Pressure washing of the stairs or bridges will be requested by Southwest on an as-needed basis. Southwest will request a quote from the Operator if this service is needed and will be performed via separate Work Order.
 - Touch up painting of jet bridge (nicks, scratches, rust spots and the like). If a full
 paint job is necessary, Operator will notify Southwest of the need and will be
 performed via separate Work Order if required.
- Management & Administration
 - Supervision and scheduling of all Operator resources in all aspects of the responsibilities and staffing levels outlined in this Agreement
 - · Communications and coordinating with Southwest
 - Establish and maintain a safe work place
 - Initiate communications with Southwest in regards to the ongoing assessment of the services and staffing requirements outlined within this agreement
- Meet the Performance Measure Targets as provided in the O&M Agreement

SCOPE OF SERVICES SUMMARY

SCHEDULE 2-C Invoicing for Payment for Services

Overview

[AIRLINE] must submit to the City a request for payment on a monthly basis for Services rendered and expenses incurred and paid by [AIRLINE] in the performance of the obligations of this Agreement during that month. City will pay [AIRLINE] monthly the amounts [AIRLINE] paid approved Subcontractors for the work invoiced by approved Subcontractors.

SCHEDULE [2-C]

[AIRLINE] Service Invoice Summary

For [Month, Year]

Bill To:

Los Angeles World Airports 1 World Way , 2nd Floor

Los Angeles, CA 90045

Attn: [NAME]

Invoice No.: [#]

Invoice Date: [MONTH/DAY/YEAR]

Remit To: [AIRLINE] FILE [TBD]

Los Angeles, CA 90074-6416

Attn: [NAME]

Category	Support Page(s)	[Calc]	Amount
Service Vendor A			
Outbound Baggage System			
Fixed Costs	Wk. 1		\$ 50,000.00
Time and Materials	Wk. 2		150,000.00
Parts	Wk. 3		11,500.00
Other Reimbursements ^(a)	Wk. 4		5,000.00
Total Outbound Baggage System		[A]	\$ 216,500.00
Baggage Claim			
Fixed Costs			\$ 50,000.00
Time and Materials			30,000.00
Parts			~
Other Reimbursements (a)			40
Baggage Claim System		[B]	\$ 80,000.00
Passenger Boarding Bridges			
Fixed Costs			\$ 50,000.00
Time and Materials			-
Parts			20,000.00
Other Reimbursements ^(a)			
Total Passenger Boarding Bridges		[C]	\$ 70,000.00
Total Service Vendor A		[D=A+B+C]	\$ 366,500.00
Service Vendor B			
Outbound Baggage System			
Fixed Costs			\$ 50,000.00
Time and Materials			-
Parts			10,000.00
Other Reimbursements (a)			-
Total Outbound Baggage System		[E]	\$ 60,000.00

SCHEDULE [2-C]

[AIRLINE] Service Invoice Summary For [Month, Year]

Bill To:

Los Angeles World Airports 1 World Way, 2nd Floor

Los Angeles, CA 90045

Attn: [NAME]

Invoice No.: [#]

Invoice Date: [MONTH/DAY/YEAR]

Remit To:

[AIRLINE]

FILE [TBD]

Los Angeles, CA 90074-6416

Attn: [NAME]

Category	Support Page(s)	[Calc]	 Amount
Passenger Boarding Bridges			
Fixed Costs			\$ 50,000.00
Time and Materials			-
Parts			20,000.00
Other Reimbursements ^(a)			-
Total Passenger Boarding Bridges		[F]	\$ 70,000.00
Total Service Vendor B		[G=E+F]	\$ 130,000.00
(Gal) Maniely to the	The second second	, illeixei()	
Prior Cumulative Total		[1]	\$ 500,000.00
Management in the second of the second		Hitali	7 999 300 00

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract, and that payment therefore has not been received.

[Name - Signature - Date]

Note:

(a) Other Reimbursements represents any other expensive or service that is eligible and approved pursuant to this agreement.

Worksheet 1

Fixed Invoice Summary

For [Month, Year]

Bill To:

[AIRLINE]

FILE [TBD]

Los Angeles, CA 90074-6416

Attn: [NAME]

Remit To:

Vendor A

[ADDRESS]

[CITY/STATE/ZIP]

Attn: [NAME]

Invoice No.: [#]

Invoice Date: [MONTH/DAY/YEAR]

Description Item	Month	Agreement #	Notes	Total
Monthly Fee per Agreement	[Month]	[1234]		\$ 50,000.00
				-
				-
				~
Total Costs				\$ 50,000.00

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract, and that payment therefore has not been received.

[Name - Signature - Date]

Worksheet 2

Time and Materials Invoice Summary For [Month, Year]

Bill To:

[AIRLINE]

FILE [TBD]

Los Angeles, CA 90074-6416

Attn: [NAME]

Remit To:

Vendor A

[ADDRESS]

[CITY/STATE/ZIP]

Attn: [NAME]

Invoice No.: [#]

Invoice Date: [MONTH/DAY/YEAR]

Worker	Position	Grade #	Hourly Wage	Hours Per Timesheet	Total
Α	Supervisor	824	\$ 110.00	160.00	\$ 17,600.00
В	Supervisor	824	110.00	160.00	17,600.00
C	Mechanic	610	45.00	120.00	5,400.00
D	Mechanic	611	47.00	140.00	6,580.00
E	Mechanic	611	47.00	120.00	5,640.00
F	Mechanic	611	47.00	120.00	5,640.00
G	Mechanic	611	47.00	130.00	6,110.00
Н	Mechanic	611	47.00	140.00	6,580.00
1	Mechanic	611	47.00	160.00	7,520.00
j	Mechanic	611	47.00	140.00	6,580.00
K	Mechanic	611	47.00	160.00	7,520.00
L	Mechanic	611	47.00	140.00	6,580.00
M	Mechanic	611	47.00	160.00	7,520.00
N	Specialist	710	61.00	160.00	9,760.00
0	Specialist	711	62.00	150.00	9,300.00
Р	Specialist	712	63.00	150.00	9,450.00
Q	Specialist	709	60.00	161.00	9,660.00
R	Specialist	711	62.00	80.00	4,960.00
Total Costs					\$ 150,000.00

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract, and that payment therefore has not been received.

[Name - Signature - Date]

Worksheet 2a Time Sheet Example For [Month, Year]

Worker

Name:

Α

Position

Supervisor

Pay Grade #

824

Hourly Wage

\$ 110.00 [Per Approved Hourly Rates]

Day	Notes	Hourly Wage	Hours	Total
1	' 4	\$ 110.00	8.00 \$	' 880.00
2		110.00	8.00	880.00
3		110.00	8.00	880.00
4		110.00	8.00	880.00
5		110.00	8.00	880.00
6		110.00		-
7		110.00		en .
8		110.00	8.00	880.00
9		110.00	8.00	880.00
10		110.00	8.00	880.00
11		110.00	8.00	880.00
12		110.00	8.00	880.00
13		110.00		-
14		110.00		-
15		110.00	8.00	880.00
16		110.00	8.00	880.00
17		110.00	8.00	880.00
18		110.00	8.00	880.00
19		110.00	8.00	880.00
20		110.00		•
21		110.00		•
22		110.00	8.00	880.00
23		110.00	8.00	880.00
24		110.00	8.00	880.00
25		110.00	8.00	880.00
26		110.00	8.00	880.00
27		110.00		
28		110.00		-
Totals		-	160.00 \$	17,600.00

Worksheet 3

Parts Invoice Summary

For [Month, Year]

Bill To: [AIRLINE]

FILE [TBD]

Los Angeles, CA 90074-6416

Attn: [NAME]

Remit To:

Vendor A

[ADDRESS]

[CITY/STATE/ZIP]

Attn: [NAME]

Invoice No.: [#]

Invoice Date: [MONTH/DAY/YEAR]

Description Item	Vendor	Quantity	Note	Cos	t Per Item	Total
ICS Bins	ABC	50	Replacement	\$	100.00 \$	5,000.00
Conveyor Belt	XYZ	1	Replacement #		5,000.00	5,000.00
					-	
					-	-
					-	
Total Costs					\$	10,000.00
Parts Mark-Up					15%	1,500.00
Total Costs with Mark-Up			e salah s		\$.	11,500.00

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract, and that payment therefore has not been received.

[Name - Signature - Date]

Worksheet 3a

Parts Invoice/Receipt Summary

For [Month, Year]

Bill To:

Vendor A

[ADDRESS]

[CITY/STATE/ZIP]

Attn: [NAME]

Remit To:

ABC

[ADDRESS]

[CITY/STATE/ZIP]

Attn: [NAME]

Invoice No.: [#]

Invoice Date: [MONTH/DAY/YEAR]

Description Item	Quantity	Back Order	Shipped	Cos	st Per Item	Total
ICS Bins	50	0	50	\$	100.00	\$ 5,000.00
					-	**
					-	-
					-	-
					-	~
Total Costs						\$ 5,000.00

RECEIVED DATE

[MONTH/DATE/YEAR]

[EMPLOYEE]

Worksheet 4

Other Service Invoice Summary For [Month, Year]

Bill To: [AIRLINE]

FILE [TBD]

Los Angeles, CA 90074-6416 Attn: [NAME] Remit To:

Vendor A

[ADDRESS]
[CITY/STATE/ZIP]

Attn: [NAME]

Invoice No.: [#]

'Invoice Date: [MONTH/DAY/YEAR]

Description Item	Quantity	Note	Co	st Per Item	Total
Special Equipment Rental	1	4 Days	\$	1,000.00	\$ 4,000.00
Sublet Repair	1	5 hours		200.00	1,000.00
					-
				-	-
				-	-
Total Costs					\$ 5,000.00

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge and belief, the above bill/invoice is just, true and correct according to the terms of this contract, and that payment therefore has not been received.

[Name - Signature - Date]

SCHEDULE 2-D Budget Schedule

Table 1

ILLUSTRATIVE SOUTHWEST AIRLINES AND CU AIRLINES BAGGAGE ALLOCATIONS IN TERMINAL 1 & 1.5

Los Angeles International Airport

	Ref.	Illustrative FY 2025	
Checked baggage inspection system (CBIS) space costs			
Terminal Buildings Rate	[A]	\$308.27	
CBIS space (a)	[B]	32,138	
Total	[C=A*B]	\$9,907,000	
Baggage system O&M costs			
Preventative maintenance	[D]	\$119,000	
Variable system costs	[E]	581,000	
Total (b)	[=D+E]	\$700,000	
Inbound and outbound baggage systems space in T1 & T1.5 (c)			
Southwest Airlines (a)	[F]	43,234	
CU Airlines (a)	[G]	29,229	
Total	[H=F+G]	72,463	
Southwest Airlines % of baggage system space in T1 & T1.5	[I=F/H]	59.7%	
CU Airlines % of baggage system space in T1 & T1.5	[J=G/ H]	40.3%	
Enplaned passengers (d)	6.4		
Southwest Airlines CU Airlines	[K]	3,123,000	
	[L]	768,000	
Total	[M=K+L]	3,891,000	
Southwest Airlines % of enplaned passengers in T1 & T1.5	[N=K/M]	80.3%	
CU Airlines % of enplaned passengers in T1 & T1.5	[O=L/M]	19.7%	
Baggage system costs allocated to Southwest Airlines			
CBIS space costs	[P=C*I]	\$5,911,000	
Preventative maintenance O&M costs	[Q=D*I]	71,000	
Variable system O&M costs	[R=E*N]	466,000	
Total	[=P+Q+R]	\$6,448,000	60.8% (e)
Baggage system costs allocated to CU airlines			
CBIS space costs	[S=C*J]	\$3,996,000	
Preventative maintenance O&M costs	[T=D*J]	48,000	
Variable system O&M costs	[U=E*O]	115,000	
Total	[V=S+T+U]	\$4,159,000	39.2% (e)
Overhead expense estimate (f)	[W=V*10%]	416,000	
Baggage system allocated to CU airlines and overhead costs	[X=V+W]	\$4,575,000	

⁽a) See Table 4.

- (b) Bag system O&M costs provided by Southwest Airlines, see Table 5.
 Assumes preventative maintenance equal to 17% of annual contract amount.
- (c) Reflects portions of the baggage system that are not shared between Southwest and CU airlines that forms the basis for the allocation of fixed preventative maintenance O&M costs and CBIS space costs.
- (d) See Table 6.
- (e) Reflects the weighted average percent of baggage system O&M costs and CBIS space costs allocated on a fixed and variable basis.
- (f) Overhead expenses will be reconciled by the City based on Southwest Airlines actual expenses and variances to budget will be corrected by adjusting the following year overhead expense amount. Notwithstanding the above, Southwest Airline's overhead may not exceed 10% of Southwest Airlines actual direct expenses billed to the City.

Table 2

ILLUSTRATIVE CUSTODIAL COSTS ALLOCATION TO COMMON USE AIRLINES IN TERMINAL 1

Los Angeles International Airport

	Ref.	Illustrative FY 2025
Custodial costs (a)	[A]	\$2,897,000
Holdroom space (b)		
CU	[B]	8,108
Southwest Airlines	[C]	27,026
Total	[D=B+C]	35,134
CU Airlines % of holdroom space in T1	[E=B/D]	23.1%
Southwest Airlines % of holdroom space in T1	[F=C/D]	76.9%
Custodial costs allocated to CU airlines	[G=A*E]	\$669,000
Custodial costs allocated to Southwest Airlines	[H=A*F]	2,228,000
Total	[I=G+H]	\$2,897,000
Overhead expense estimate (c)	[J=I*10%]	290,000
Custodial costs allocated to CU airlines and overhead	[K=I+J]	\$959,000

⁽a) Custodial costs provided by Southwest Airlines, see Table 5.

⁽b) Custodial costs allocated to common use carriers based on holdroom square footage that is fixed and does not change based on passenger traffic.

⁽c) Overhead expenses will be reconciled by the City based on Southwest Airlines actual expenses and variances to budget will be corrected by adjusting the following year overhead expense amount.

Notwithstanding the above, Southwest Airline's overhead may not exceed 10% of Southwest Airlines actual direct expenses billed to the City.

Table 3

ILLUSTRATIVE LOADING BRIDGE COSTS ALLOCATION TO COMMON USE AIRLINES IN TERMINAL 1

Los Angeles International Airport

	Ref.	Illustrative FY 2025
Loading bridge O&M costs (a)	[A]	\$2,121,000
Turns (b)		
CU	[B]	5,783
Southwest Airlines	[C]	23,517
Total	[D=B+C]	29,300
CU Airlines % of turns in T1	[E=B/D]	19.7%
Southwest Airlines % of turns in T1	[F=C/D]	80.3%
Loading bridge O&M costs allocated to CU airlines	[G=A*E]	\$419,000
Loading bridge O&M costs allocated to Southwest Airlines	[H=A*F]	1,702,000
Total	[=G+H]	\$2,121,000
Overhead expense estimate (c)	[J=I*10%]	212,000
Loading bridge O&M costs allocated to CU airlines and overhead	[K=I+J]	\$631,000

⁽a) Loading bridge O&M costs provided by Southwest Airlines, see Table 5.

⁽b) Loading bridge O&M costs allocated to common use carriers vary based on number of turns. Turns estimated based on enplaned passenger projection (see Table 6) assuming a Boeing 737 800 / Max 8 aircraft operated at an 80% load factor.

⁽c) Overhead expenses will be reconciled by the City based on Southwest Airlines actual expenses and variances to budget will be corrected by adjusting the following year overhead expense amount.

Notwithstanding the above, Southwest Airline's overhead may not exceed 10% of Southwest Airlines actual direct expenses billed to the City.

Table 4 ILLUSTRATIVE BAGGAGE SPACE IN TERMINAL 1 & 1.5 (DRAWINGS AS OF MAY 2020) Los Angeles International Airport

TSRC Analogue	NAME	2020 Space Name	Total
	BAG CLAIM 1		2,68
		2020 Drawing; Sheet 4; Space 67	2,01
	BAG CLAIM 2	2020 Drawing; Sheet 4; Space 165	2,68
		2020 Drawing; Sheet 4; Space 66	2,01
	BSO KIOSK 1	2020 Drawing; Sheet 4; Space 68	2
ADP Bag Claim Total			9,42
ADP OBBS	BAG ACTAVATION STATION	2020 Drawing; Sheet 9; Space 162	1,36
	BAGGAGE LIFT	2020 Drawing; Sheet 9; Space 2	12
	BHS TRANFER LINE	2020 Drawing; Sheet 10; Space 54	12
	INBOUND BAGGAGE	2020 Drawing; Sheet 9; Space 159	26,08
	OVERSIZED BAGGAGE	2020 Drawing; Sheet 9; Space 45	20
	SWA SKYCAP	2020 Drawing; Sheet 8; Space 229	34
	TUNNEL ACCESS	2020 Drawing; Sheet 6; Space 5	5,43
	TUNNEL CIRCULATION	2020 Drawing; Sheet 6; Space 4	13
ADP OBBS Total		-	33,81
			43,23
CU Bag Claim	BAG CLAIM 3	2020 Drawing; Sheet 3; Space 135	2,80
		2020 Drawing; Sheet 4; Space 65	20
	BAG CLAIM 4	2020 Drawing; Sheet 3; Space 134	2,80
	BAGGAGE CLAIM AREA 3	2020 Drawing; Sheet 3; Space 141	2,60
	BAGGAGE CLAIM AREA 4	2020 Drawing; Sheet 3; Space 140	2,73
	BAGGAGE LIFT	2020 Drawing; Sheet 4; Space 152	13
	OAL BSO	2020 Drawing; Sheet 3; Space 104	64
	OVERSIZED BAGGAGE	2020 Drawing; Sheet 2; Space 132	64
CU Bag Claim Total			12,58
CU OBBS	BAGGAGE CONVEYOR	2020 Drawing; Sheet 8; Space 209	35
		2020 Drawing; Sheet 8; Space 287	37
		2020 Drawing; Sheet 9; Space 24	2,58
	EXTERIOR BAG BELT	2020 Drawing; Sheet 7; Space 271	1,57
			40
			93
	INBOUND BAGGAGE		10,07
			34
CU OBBS Total		3 , , , ,	16,64
			29,22
	BAGGAGE CONVEYOR	2020 Drawing: Sheet 10: Space 1	80
			31
		<u> </u>	2,11
	BHS CONTROL RM	0, , ,	25
			10
			32
			1,75
	0010		18,39
	CBRA RM	0, 1	3,92
			3,01
	OVERSIZED BAG SCREENING		64
CRIS snace Total	STRICTED OF TO CONTENTING		31,65
•	*SWA O&M VENDOR RREAK PM	2020 Drawing: Sheet 10: Space 44	14
Oppo Support Space		- ·	10
		<u> </u>	23
	SWA ORIVI SHUP / STURAGE	2020 Drawing, Sfleet 10, Space 45	48
OBBS support space Total			
	ADP Bag Claim Total ADP OBBS ADP OBBS Total CU Bag Claim CU Bag Claim	ADP Bag Claim BAG CLAIM 2 BSO KIOSK 1 ADP Bag Claim Total ADP OBBS BAG ACTAVATION STATION BAGGAGE LIFT BHS TRANFER LINE INBOUND BAGGAGE OVERSIZED BAGGAGE SWA SKYCAP TUNNEL ACCESS TUNNEL CIRCULATION ADP OBBS Total CU Bag Claim BAG CLAIM 3 BAG CLAIM 4 BAGGAGE CLAIM AREA 3 BAGGAGE CLAIM AREA 4 BAGGAGE CLAIM AREA 4 BAGGAGE CLAIM AREA 4 BAGGAGE CLAIM AREA 4 BAGGAGE CLAIM AREA 1 BAGGAGE CONVEYOR EXTERIOR BAG BELT INBOUND BAGGAGE OAL SKYCAP CONVEYOR CU OBBS Total CU OBBS TOTAL	ADP Bag Claim BAG CLAIM 1 BAG CLAIM 2 BAG CLAIM 3 BAG CLAIM 3 BAG CLAIM 4 BAG CLAIM 5 BAG CLAIM 5 BAG CLAIM 5 BAG CLAIM 6 BAG CLAIM 7 BAG CLAIM 8 BAG CLAIM 8 BAG CLAIM 8 BAG CLAIM 8 BAG ACTAVATION STATION BAG GAGE LIFT BHS TRANFER LINE BAG ACTAVATION BAGGAGE OVERSIZED BAGGAGE CU200 Drawing; Sheet 9; Space 159 OVERSIZED BAGGAGE CU200 Drawing; Sheet 9; Space 25 BAG SCLAIM 4 BAG CLAIM 3 BAG CLAIM 3 CU Bag Claim BAG CLAIM 4 BAGGAGE CLAIM AREA 3 BAGGAGE CLAIM AREA 4 BAGGAGE CLAIM BAGGAGE CU OBBS BAGGAGE CONVEYOR CU DBBS BAGGAGE CONVEYOR BAGGAGE CONVEYOR BAGGAGE CONVEYOR BAGGAGE CONVEYOR BAGGAGE CONVEYOR CU OBBS Total CU OBBS TOTAL

Source: LAWA Terminal 1 & 1.5 space drawing, dated 5/8/2020.
(a) CBIS space confirmed by LAWA as leased by Southwest Airlines.

Table 5
ILLUSTRATIVE OPERATIONS AND MAINTENACE COSTS

Los Angeles International Airport

	Base contract	Service	Parts	Total Cost
Baggage system	\$540,000	\$ -	\$160,000	\$700,000
Loading bridges	1,844,000	54,000	223,000	2,121,000
Janitorial	2,897,000	-	-	2,897,000

Source: Southwest Airlines FY 2026 estimate, provided May 12, 2025.

Table 6 ILLUSTRATIVE TERMINAL 1 and 1.5 ENPLANED PASSENGERS ESTIMATE Los Angeles International Airport

	Actual	Estimated
	FY 2024	FY 2025
Projected T1 and T1.5 enplaned passengers (a)		
Southwest Airlines	3,500,000	3,123,000
CU Airlines	779,000	768,000
Total	4,279,000	3,891,000

⁽a) FY 2025 T1 and T1.5 enplaned passengers estimated by applying year-over-year growth for March FYTD 2025 compared to March FYTD 2024 to actual FY 2024.