

**FIRST AMENDMENT TO
AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE**

THIS FIRST AMENDMENT TO THE AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE (“Amendment”), made and entered into this 1st day of October, 2022 by and between THE CITY OF SAN ANTONIO, TEXAS (hereinafter referred to as the “CITY”) and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, (hereinafter referred to as “AIRLINE”);

WITNESSETH:

WHEREAS, CITY and AIRLINE previously entered into an Airline Use Operating Agreement and Terminal Building Lease with a term commencing October 1, 2020, and which, as extended pursuant to the provisions therein, expired on September 30, 2022 (the “Agreement”);

WHEREAS, Section 17.31 of the Agreement states that no amendment, modification, or alteration of the terms of the Agreement shall be binding unless agreed upon by the parties in writing and duly executed, and, for amendments that substantially alter the material terms of the Agreement, authorized by City Council by passage of an ordinance thereto;

WHEREAS, CITY and AIRLINE have been negotiating in good faith for a new airline use and lease agreement that would govern AIRLINE’s use of and operations at San Antonio International Airport (the “Airport”) and supersede and replace the Agreement (the “New AULA”);

WHEREAS, the parties agree that additional time is needed to negotiate and finalize the New AULA;

WHEREAS, CITY believes that it is in the best interests of CITY and the Airport to extend the Agreement for an additional two (2) years so that CITY may proceed with certain capital projects while the parties finalize the New AULA, subject to the terms and conditions stated below;

WHEREAS, CITY and AIRLINE agree to extend the Agreement, on the terms and conditions stated below, for an additional two (2) years per this Amendment (such 2-year period, commencing October 1, 2022 and ending September 30, 2024, the “Extension Term”);

WHEREAS, the Federal Aviation Administration (“FAA”) requires airport contracts to contain certain mandatory and discretionary provisions pursuant to “Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors” issued by the FAA June 19, 2018, as amended from time to time;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, CITY and AIRLINE **DO HEREBY MUTUALLY AGREE**, each for itself and its successors and assigns, as follows:

1. The above recitals are true, correct and are an integral part of this Amendment.
2. The Agreement is hereby extended to midnight on September 30, 2024, on the same terms and conditions of the Agreement except:
 - a. Section 3.7 (*Right to Preferential Use of Gates*) is hereby revised as follows:

Airline is herein granted the Preferential Use, but not the Exclusive Use, of its assigned Gate(s). The preferential rights of Airline and other airlines to use Gates shall be governed by the provisions hereof and in accordance with the Rules and Regulations, which includes the City's Common Use Passenger Processing System and Gate Use Operating Procedures (Gate Use Procedures).

- b. The following language from Section 8.2 (*Additional Terminal or New Concourse Construction*) is stricken in its entirety:

Ninety (90) days prior to the end of the initial twelve (12) month deferral period, if the City still desires to construct the new terminals or concourses the City shall repeat the Capital Improvement coordination process described above for the new terminals or concourses construction. If, concurrence on the previously deferred new terminals or concourses construction is again specifically withheld, in writing, by the MII during the immediately preceding Fiscal Year as above provided, the new terminals or concourses construction will be deferred an additional twelve (12) months.

- c. The following language from Section 8.2 (*Additional Terminal or New Concourse Construction*) is hereby revised as follows:

After ~~twenty-four~~ twelve months of deferral, the City may construct the new terminals or concourses. When such facilities are available for airline operations, the City may include all capital, operating and maintenance costs and expenses of such new terminals or concourses, in the rents, fees, and charges of Airline and other airlines using the facilities constructed.

- d. The following language from Section 8.2 (*Additional Terminal or New Concourse Construction*) is hereby revised as follows:

b. Constructing projects or project elements involving the renovating, renewing, improving, and incrementally expanding the Terminal Building are not subject to the one-year ~~two-year~~ deferral described in this Section 8.2.

- e. Section 17.9 (*Favored Nations*) is hereby revised as follows:

Airline shall have the same rights and privileges and pay the same City-established fees and charges, not to exceed those established under the provisions of this Agreement as periodically revised under the terms hereof, with respect to the use of the Airport as are granted to or charged any other airline executing a similar use and lease agreement with City for use of the Airport. The previous sentence notwithstanding, the City may waive or reduce any fees and charges set under this Agreement pursuant to a City-approved Air Service Incentive Plan (ASIP) for a period not to exceed two years. The City shall give Signatory Airlines an opportunity to review and comment on any proposed updates and/or revisions to such ASIP. It is

understood that rents and fees are set as established in this Agreement and to the extent permitted under applicable federal law therefore may vary among lessees on account of the different premises to be leased. For the avoidance of doubt, the cost of the aforementioned waivers and reductions of fees and charges shall not be included as a component of any of the Airline fees or charges that are presented in Exhibit D (“Rates and Fees Schedule”).

- f. Exhibit J (*Federal Nondiscrimination Requirements*) to the Agreement is hereby deleted in its entirety and superseded and replaced by **Attachment A** to this Amendment, and the terms and conditions contained therein are herewith made a part of this Amendment and the Agreement.
3. CITY and AIRLINE further agree that the capital improvements listed in the attached **Attachment B** (“Pre-Approved CIP”) shall not be subject to the deferral provisions of Section 8.1 (*Capital Improvement Coordination with Airline*) or Section 8.2 (*Additional Terminal or New Concourse Construction*), provided, however, that the combined net cost of all such improvements combined does not exceed \$130 million total (“Threshold”). If the estimated net cost of a capital improvement listed on **Attachment B** would cause CITY to exceed such Threshold, that capital improvement shall be subject to coordination with the Airlines pursuant to Section 8.2 (*Additional Terminal or New Concourse Construction*).
4. CITY and AIRLINE acknowledge and agree that it is their mutual desire to finalize the form of the New AULA and execute same prior to the expiration of the Extension Term and agree to work together in good faith to achieve same.
5. All other terms and conditions of the Agreement shall remain in effect during the Extension Term, and through midnight on September 30, 2024.
6. The AIRLINE representative signing below has the power and authority to execute this Amendment and such AIRLINE shall be bound hereby.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

CITY OF SAN ANTONIO, TEXAS:

Erik Walsh
City Manager

Approved as to form:

City Attorney

AIRLINE:



By: Steve Sisneros

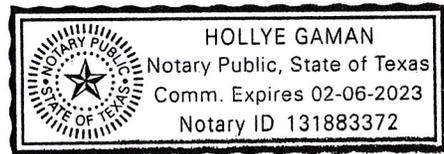
Title: Vice President - Airport Affairs

Notary of Airline Signature:



STATE OF Texas COUNTY OF Dallas

SIGNED IN BEFORE ME THIS 7th DAY OF November 2022



ATTACHMENT A

FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Airline, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Airline”) agrees as follows:

1. **Compliance with Regulations:** Airline will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Airline, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. Airline will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Airline for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Airline of Airline’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Airline will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Airline is in the exclusive possession of another who fails or refuses to furnish the information, Airline will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Airline’s noncompliance with the Non-discrimination provisions of this contract, the City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Airline will include the provisions of paragraphs one through six of this Attachment A, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Airline will take action

with respect to any contract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Airline becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Airline may request City to enter into any litigation to protect the interests of the City. In addition, Airline may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. Airline for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Airline will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Airline for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Airline will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Airline, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. General Civil Rights Provision. Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex (including gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Airline transfers its obligation to another, the transferee is obligated in the same manner as Airline. This

provision obligates Airline for the period during which the property is owned, used or possessed by Airline and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. Airline agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which Airline grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

ATTACHMENT B
PRE-APPROVED CIP

SAN ANTONIO INTERNATIONAL AIRPORT PRE-APPROVED CIP

Project Number	Project Name	Project Purpose/Scope	Est. Cost ¹	Est. FY23-24 CPE Impact ²	Potential Funding Sources ³	Project Est. Start Date ⁴
33-00344	Executive Program Manager	This project includes program management support for the overall Terminal C program to support delivery of the program.	\$7.5M	\$0	AIG AIF/CIF	October 2022
33-00345	Program Management/Construction Management	This project includes extension of staff for additional Project Management support to deliver projects under the Terminal C program.	\$42.3M	\$0	AIG AIF/CIF	January 2023
33-00346	Master Architect	This project includes the program design oversight of a Master Architect to coordinate elements of the projects under the Terminal C program.	\$39.8M	\$0	AIF/CIF	February 2023
33-00347	Relocation of Employee Parking	This project includes the design and construction of a new, approx. 1,200 parking spot, employee parking lot.	\$730k	\$0	AIF/CIF	January 2023
33-00348	Relocation of RON Aircraft Parking	This project includes the design and construction of new RON parking positions on the south and west RON ramps to accommodate the Terminal C program.	\$1.1M	\$0	AIF/CIF	January 2023
TBD	Demolition of Hangar 4	This project includes the design of demolition to accommodate Terminal C program.	\$700k	\$0	AIF/CIF	September 2023
TBD	Demolition and Relocation of Public Safety Offices	This project includes the design, demolition, and construction of a new facility to accommodate Public Safety Offices in a centralized location.	\$450k ⁵	\$0	AIF/CIF	September 2023
TBD	Demolition and Relocation of Badge and ID Office	This project includes the design, demolition, and construction of a new facility to accommodate Badge and ID Office in a centralized location.	\$420k ⁵	\$0	AIF/CIF	September 2023
33-00340	Terminal A Ground Load Facility	This project will include the design and construction of a ground load terminal facility	\$37M	TBD ⁶	ATP PFC AIF/CIF	January 2023

- Estimated costs based upon Advanced Terminal Planning, Strategic Development Program and Ground Load Facility ROM study. Amounts subject to revision.
- Costs to be capitalized and will not impact Airline Rate Base during the term of this agreement.
- Potential funding sources may and will change as grants are awarded/received. Actual receipt of funds from the potential sources are not assured. Funding sources shown are as follows: Airport Infrastructure Grant (AIG), Airport Interim Financing (AIF), Capital Improvement Fund (CIF), Airport Terminal Program Grant (ATP) and Passenger Facility Charges (PFC)
- Project start dates are approximate and are subject to change. For construction projects, start date indicates the beginning of design, not construction.
- Amounts shown are for demolition only. Relocation and construction costs still to be determined.
- Potential/estimated rate impact not yet known and will be based upon date of beneficial occupancy of the facility, grants received and other funding matters.



CITY OF SAN ANTONIO

Contracts Disclosure Form

Please print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a:

New Submission Correction Update to previous submission

*1) Name of person submitting this disclosure form.

* First

M.I.

* Last

Suffix

Kenneth

D

Gregg

*2) Contract Information

a) Contract or Project Name:

First Amendment to Airline Operating Agreement and Terminal Building Lease

b) Originating Department:

Aviation Department

*3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Name

Southwest Airlines Co

b) Name and title of contract signatory

Name

Title

Steve Sisneros

Vice President - Airport Affairs

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Type

Name

Board Member

See attached

Board Member

See attached

***4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

- Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
- Names of partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:

***5) List any individuals or entities that will be subcontractors on this contract.**

- Not applicable. No subcontractors will be retained for this contract.
- Subcontractors may be retained, but have not been selected at the time of this submission.
- List of subcontractors, including the name of the owner(s), and business name:

***6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

- Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7) Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a. any individual seeking contract with the city (Question 3)
- b. any owner or officer of entity seeking contract with the city (Question 3)
- c. any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d. any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e. the spouse of any individual listed in response to (a) through (d) above
- f. any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

- Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.
- List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code , the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;

- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
- f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

***8) Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***9) Prohibited Interest in Contracts.**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

No

Yes

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

No

Yes

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

No

Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

Acknowledgements

*1. Updates Required

- I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

- I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

*3. Contribution Prohibitions for "High-Profile" Contracts

This is not a high-profile contract.

This is a high-profile contract.

- I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.

- I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

*4. Conflicts of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

* Oath

- I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

* Your Name:

Kenneth Gregg

Title:

Regional Manager - Airport Affairs

* Company Name or DBA:

Southwest Airlines Co

Date:

11/7/2022

proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966

GR.1075-01.PUR.REPORT.Contracts Disclosure Form

Rev. 09/07/2021

SENIOR EXECUTIVE LEADERS

Name	Position
Gary C. Kelly	Executive Chairman of the Board
Robert E. Jordan	Chief Executive Officer
Michael G. Van de Ven	President
Andrew M. Watterson	Chief Operating Officer
Linda B. Rutherford	Chief Administration and Communications Officer
Tammy Romo	Executive Vice President & Chief Financial Officer
Mark R. Shaw	Executive Vice President, Chief Legal & Regulatory Officer and Corporate Secretary
Ryan C. Green	Executive Vice President & Chief Commercial Officer

BOARD OF DIRECTORS

David W. Biegler
 J. Veronica Biggins
 Douglas H. Brooks
 William H. Cunningham
 John G. Denison
 Thomas W. Gilligan
 Robert E. Jordan
 Gary C. Kelly
 Grace D. Lieblein
 Nancy B. Loeffler
 John T. Montford
 Chris Reynolds
 Ron Ricks

OWNERSHIP GREATER THAN 5.0% (as of February 28, 2022)

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class
The Vanguard Group 100 Vanguard Blvd. Malvern, PA 19355	61,814,978	10.4%
PRIMECAP Management Company 177 E. Colorado Blvd., 11 th Floor Pasadena, CA 91105	54,290,429	9.2%
State Street Corporation State Street Global Advisors Trust Company 1 Lincoln Street Boston, MA 02111	40,425,713	6.8%
BlackRock, Inc. 55 East 52 nd Street New York, NY 10055	32,756,987	5.5%