

**SECOND AMENDMENT
TO
THE TERMINAL FACILITIES LEASE
AND LICENSE AGREEMENT**

THIS SECOND AMENDMENT TO THE TERMINAL FACILITIES LEASE AND LICENSE AGREEMENT (this "Amendment") is made as of _____, 2017 ("Execution Date") between the CITY OF LOS ANGELES, acting by and through the Board of Airport Commissioners of its Department of Airports, as landlord and licensor (the "Landlord"), and SOUTHWEST AIRLINES, CO., as tenant and licensee (the "Tenant") and shall be effective on the Execution Date. Certain terms used in this Amendment and not defined elsewhere in the text of this Amendment, are used with the meanings specified in the Terminal Facilities Lease and License Agreement (LAA-8757), as amended, between the Landlord and the Tenant (the "Lease").

RECITALS

WHEREAS, the Tenant and the Landlord entered into the Lease for space in Terminal 1;

WHEREAS, the Tenant commenced international flights in 2016 utilizing Terminal 2's common-use Gates, and upon Delta Air Lines, Inc.'s relocation to Terminal 2, the Tenant will operate its international flights in Tom Bradley International Terminal ("TBIT") which will require the bussing of its passengers from Terminal 1 to TBIT;

WHEREAS, the Tenant will also enter into a lease with the Landlord for land located between Terminal 1 and Terminal 2 to construct site improvements and a new terminal to be called "Terminal 1.5" and the lease of space in Terminal 1.5 (the "T1.5 Lease") which will require the closure of one (1) of the Tenant's Preferential-Use Gates and the demolition and relocation of the Tenant's skycap operation;

WHEREAS, the parties desire to amend the Lease to address the above-mentioned changes to its operations as herein described.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Amendment, the Landlord and the Tenant agree with each other as follows:

AGREEMENT

1. All references to the term "Executive Director" in the Lease shall be replaced with the term "CEO."
2. The following new paragraphs shall be added at the end of Section 1.2.1 of the Lease as follows:

“(c) On the Second Amendment Execution Date, the Demised Premises as described and delineated in Exhibit A-1 and A-2 shall be increased by approximately 48,557 square feet to include space that was previously held for other Airlines that may operate in the Terminal. The amended Exhibit A-1 and Exhibit A-2 are attached to the Second Amendment to the Lease.

The Tenant and the Landlord further acknowledge that during the Term, the Demised Premises may be adjusted due to the construction of the Terminal 1.5 improvements. Upon and subject to the conditions and limitations set forth in this Lease,

If, as of the DBO,

(a) the T1.5 Lease is effective and the Landlord, having exercised its options under Sections 1.1.2(a)(1) or 1.1.2(a)(2)(A) of the T1.5 Lease, has not yet paid the Non-Proprietary Facility Improvement Acquisition Cost as such term is defined in the T1.5 Lease (“NPFIAC”), the Tenant shall sublease the demised premises under the T1.5 Lease to the Landlord in accordance with the Interim Sublease. Upon the Landlord’s payment of the NPFIAC and the termination of the Interim Sublease and T1.5 Lease, the Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord, the additional premises as described and delineated in Exhibit A-3 (such space, the “Additional T1.5 Space”) and which shall be part of the Tenant’s Demised Premises and shall have a term that expires on the expiration of this Lease; or

(b) the T1.5 Lease is effective and the Landlord, having exercised its option under Section 1.1.2(a)(2)(B) of the T1.5 Lease, has not yet paid for the Non-Proprietary Facility Improvements as such term is defined in the T1.5 Lease, the Tenant shall sublease the demised premises under the T1.5 Lease to the Landlord in accordance with the T1.5 Sublease as such term is defined in the T1.5 Lease. Upon the Landlord’s payment of the purchase price pursuant to the T1.5 Lease and the termination of the T1.5 Lease and the T1.5 Sublease, the Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord, the Additional T1.5 Space and such space shall thereafter be part of the Tenant’s Demised Premises and shall have a term that expires on the expiration of this Lease; or

(c) the T1.5 Lease is effective and the Landlord is subleasing the demised premises under the T1.5 Lease from the Tenant under the T1.5 Sublease, the Landlord agrees to sub-sublease the Additional T1.5 Space back to the Tenant under a separate sublease agreement, which sublease agreement will be (i) subject to the sublease agreement between the Tenant and the Landlord, and (ii) shall have a term that expires on the earlier of the expiration of this Lease or the T1.5 Lease.

Upon the inclusion of the Additional T1.5 Space to the Demised Premises, which is estimated to be 49,800 square feet, the Landlord shall amend Exhibits A-1 and A-2, subject to City Attorney approval as to form, with an appropriate adjustment in rental charges without the prior approval or later ratification of the Board or City Council.”

3. On the Second Amendment Execution Date, the second to last sentence in Section 1.4.1 of the Lease shall be amended and restated in its entirety as follows:

“Notwithstanding the foregoing, the forty-two (42) month Initial Construction Deadline shall be extended to seventy-two (72) months (“Amended Construction Deadline”) if (x) the Tenant provides written notice to the Landlord that financing has been obtained for the Additional Scope Renovations, and (y) the Tenant commences construction of the Additional Scope Renovations prior to the Initial Construction Deadline.”

4. A new paragraph shall be added after Section 3 of the Lease as follows:

“The Tenant acknowledges that any payments made by the Landlord to acquire the Site Improvements and the Non-Proprietary Facility Improvements pursuant to the T1.5 Lease will be included in the Terminal Buildings Requirement which is used under the Rate Methodology for calculating the Terminal Buildings Rate. In the event the Landlord elects to not acquire the Non-Proprietary Facility Improvements as such term is defined in the T1.5 Lease, the Tenant acknowledges that any sublease payments made by the Landlord to the Tenant (or its assignee) under a sublease agreement with the Tenant (or its assignee) for space under the T1.5 Lease, including appropriate carrying charges, will be included in the Terminal Buildings Requirement over a 20-year period from the DBO.”

5. A new Section 19.11 shall be added after Section 19.10 of the Lease as follows:

“19.11. Tom Bradley International Terminal Gates and MSC. As of the Second Amendment Execution Date, the Tenant has advised the Landlord that it may wish to use Common-Use Gates in Tom Bradley International Terminal (“TBIT”) or the Midfield Satellite Concourse (the “MSC”) when constructed, which is subject to (in the case of TBIT), or will be subject to (in the case of the MSC), the terms and conditions of the Tariff and the scheduling protocols in place for Common-Use Gates. If the Tenant obtains Preferential-Use Gates pursuant to Section 19.11.1, the Landlord’s scheduling rights for the Tenant’s Preferential-Use Gates as described in Sections 19.4 through 19.6 shall be applicable to the Tenant’s Preferential-Use Gates in TBIT or MSC, as applicable. Further, except as otherwise indicated in this Section 19.11, any Preferential-Use Gates obtained pursuant to Section 19.11.1 and any Preferential Flights pursuant to Section 19.11.2 shall be subject to the scheduling protocols in place for TBIT Gates or MSC Gates, as applicable.

19.11.1. Conversion to Preferential-Use Gates. Upon the later of (1) the DBO or (2) the opening of the MSC to the earlier of (i) the Additional Gate Lease Date or (ii) the end of the Term, the Tenant shall have the right to request conversion of up to two Common-Use Gates in TBIT or MSC to a Preferential-Use Gate under the following terms and conditions:

(a) One (1) Common-Use Gate in either TBIT or the MSC, at the Landlord’s sole discretion, shall be converted to Preferential-Use Gates if the

Tenant (with its Affiliates, other pre-approved airlines and subtenants) exceeds the Minimum Utilization Requirement on the Tenant's Preferential-Use Gates in the Terminal in the prior 12-month measurement period. Any of the Tenant's Preferential-Use Gates scheduled to be out of service due to Terminal 1.5 construction shall be excluded from the Minimum Utilization Requirement calculation.

(b) The Tenant must present a proposed schedule for the use of such Preferential-Use Gate which shall, over the 12-month period after conversion, demonstrate the planned utilization by the Tenant for international turnaround operations, international arrivals, and domestic departures turning from an international arriving aircraft in less than three hours.

(c) The Landlord will designate one or more Common-Use Gates for conversion to a Preferential-Use Gate if:

(i) The Landlord finds the Tenant's planned schedules to be credible, using reasonable judgment, and

(ii) The Tenant's planned use of such converted Gate(s) using seats per Gate per day on (A) international arriving seats, plus (B) international departing seats or domestic departing seats turning from an international arriving aircraft, equals at least 125% of the TBIT or MSC, as applicable, average international arriving seats plus international departing seats per Gate per day for the prior three (3) month period.

(d) Upon the conversion of one Common-Use Gate to a Preferential-Use Gate pursuant to Section 19.11.1, the Tenant's right under Section 19.11.2(a) to request the designation of up to eight international flights as Preferential Flights to be assigned to Common-Use Gates in TBIT or the MSC shall be null and void with no further effect. Upon the conversion of a second Common-Use Gate to a Preferential-Use Gate pursuant to Section 19.11.1, the Tenant's right under Section 19.11.2(b) to request the designation of up to four Preferential Flights shall also be null and void with no further effect.

(e) Notwithstanding Section 19.11.1, without the prior approval or later ratification by the Board or City Council, the CEO may, in his or her sole discretion, amend the requirements under Section 19.11.1 for the conversion of a Common-Use Gate in TBIT or MSC to a Preferential-Use Gate, subject to written agreement by the Tenant of such amendment, and further subject to approval as to form by the City Attorney.

(f) Any Common-Use Gate in TBIT or MSC, as applicable, converted to a Preferential-Use Gate pursuant to this Section 19.11 will convert back to a Common-Use Gate if either (a) the Tenant's use of its Gates in the Terminal falls below the Minimum Utilization Requirement pursuant to the T1 Scheduling

Protocols, or (b) the Tenant's use of its Preferential-Use Gate(s) in TBIT or MSC, as applicable, falls below 100% of the average utilization (arriving and departing) on all TBIT or MSC Gates, as applicable, in the prior 12 months (the "TBIT/MSC Retention Requirement"). The Tenant's Preferential-Use Gates to be converted by the Landlord to Common-Use Gates shall be reasonably determined by the Landlord, after reviewing a gate proposal from the Tenant and having a consultation with the Tenant, based on operational efficiencies of the Airport including the Tenant's and Requesting Airline's, if any, goal for contiguous operations, aircraft gauge requirements and the configuration of available facilities, passenger convenience and public safety, and shall be converted upon 120 days' written notice by the Landlord to the Tenant. Further, with respect to clause (b), if the TBIT/MSC Retention Requirement on the conversion date is higher than the TBIT/MSC Retention Requirement when the Tenant obtained the Preferential-Use Gate in TBIT or MSC, as applicable, then the Gate's status will be maintained as a Preferential-Use Gate(s) if the Tenant presents a published schedule that would meet the new higher requirement for the succeeding 12 months. The number of Preferential-Use Gates converted back to Common-Use Gates will be the minimum number to achieve compliance with clause 19.11.1(c)(ii).

(g) The Tenant shall have the right to use its proprietary ramp equipment at the Tenant's Preferential-Use Gate(s) in TBIT or MSC, as applicable. However, at any time an Accommodated Airline is assigned to use the Tenant's Preferential-Use Gate(s) in TBIT or MSC, as applicable, the Tenant shall make best efforts to relocate its ramp equipment from the Gate area.

(h) The Tenant will be allowed to install proprietary ticketing/gate equipment into the Landlord's existing common use millwork at the Tenant's Preferential-Use Gate(s) in TBIT or MSC, as applicable, so long as (i) the common use equipment in the existing millwork at these locations remains functional and the appearance of the Landlord's common use millwork is not changed, and (ii) the Tenant uses the Landlord's common-use infrastructure (i.e., no proprietary installation) for any gate information display system or flight information display system that the Tenant wishes to install.

(i) The CEO shall have sole and absolute discretion in determining which Common-Use Gate to convert to a Preferential-Use Gate pursuant to this Section 19.11.1.

19.11.2. Preferential Flights.

(a) Upon the later of (1) the DBO or (2) the opening of the MSC to the earlier of (A) the Additional Gate Lease Date or (B) the end of the Term, the Tenant shall have the right to request the designation of up to eight international flights as Preferential Flights to be assigned to Common-Use Gates in TBIT or the

MSC, so long as the Tenant and the requested flights meets the following requirements:

(j) no more than two such flights will be parked at a Gate at the same time, regardless of whether flights are assigned in TBIT Gates, MSC Gates or both;

(ii) the Tenant is meeting or exceeding the Minimum Utilization Requirement pursuant to the T1 Scheduling Protocols for its Gates in the Terminal;

(iii) such flights are on aircraft under the Airplane Design Group III ("ADG-III") classification; and

(iv) such flights will not be parked at a Gate for longer than 90 minutes from the time of arrival to the time of departure.

Upon such request, the Landlord shall assign such Preferential Flights to Gate(s) in TBIT or the MSC, which Gates shall be determined in the CEO's sole discretion, and which shall not be limited to ADG-III Gates.

(b) Further, in addition to the eight Preferential Flights that may be assigned under Section 19.11.2(a), the Tenant shall have the ability to request and be assigned four (4) additional Preferential Flights to Gate(s) in TBIT or the MSC, which flights shall be subject to the requirements of Section 19.11.2(a), if by the anniversary of the opening of the MSC, the Tenant is operating 12 international flights per day at the Airport.

(c) The Tenant acknowledges that the CEO, in his or her sole discretion, may from time to time issue protocols ("Preferential Flight Protocols") for the assignment of Preferential Flights on Gates designated as Common-Use at the Airport and agrees to be subject to such Preferential Flight Protocols when adopted by the CEO. Notwithstanding Sections 19.11.2(a) and (b), if, pursuant to the Preferential Flight Protocols, the Tenant has the ability to request and be assigned additional Preferential Flights in addition to the eight Preferential Flights that may be assigned under Section 19.11.2(a) and the four Preferential Flights that may be assigned under Section 19.11.2(b), the Tenant shall not be prohibited from requesting additional Preferential Flights pursuant to the terms of the Preferential Flight Protocols."

6. A new section 22.12 shall be added after Section 22.11 of the Lease as follows:

"22.12. Certified Access Specialist. The Demised Premises have not undergone an inspection by a Certified Access Specialist ("CASp"). The following statement is hereby included in this Lease:

“A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

The parties hereby mutually agree that any inspection by a CAsp shall be performed at the Tenant’s sole cost and expense and at a time reasonably satisfactory to the Landlord. The parties hereby mutually agree that any and all repairs or alterations necessary to correct violations of construction-related accessibility standards within the Demised Premises shall be performed by the Tenant at the Tenant’s sole cost and expense. The parties acknowledge and agree that, notwithstanding any presumption set forth in California Civil Code Section 1938, the Tenant shall be solely responsible and liable to make any and all repairs or alterations necessary to correct violations of construction-related accessibility standards in any CAsp inspection report. The Tenant hereby agrees that, to the fullest extent permitted by law, the Tenant shall treat any inspection by a CAsp and the CAsp inspection report as strictly confidential and shall not disclose the content of any such inspection report, except as necessary for the Tenant to complete repairs and corrections of violations of construction-related accessibility standards unless disclosure is otherwise required by applicable law. The Tenant acknowledges that the Tenant’s obligations set forth in this section are in addition to (and not in lieu of) the Tenant’s obligations regarding compliance with the ADA and construction related accessibility standards set forth elsewhere in this Lease, and nothing in this section shall be construed to limit or diminish the Tenant’s obligations set forth elsewhere in this Lease.”

7. The following new definitions shall be added to Section 24 of the Lease as follows:

“Additional Gate Lease Date” means the date that the Tenant leases three (3) or more Preferential-Use Gate in Terminal 0, if such terminal is built and operational.

“CEO” means the chief executive officer of the Department of Airports of the City of Los Angeles, California, or his or her designee.

“Common-Use Gate” means a Gate in a terminal at the Airport to which preferential use has not been assigned to any Airline.

“DBO” means the date that the City of Los Angeles issues all of the Certificates of Occupancy for Terminal 1.5 to be built as part of the Facility Improvements (as defined in the T1.5 Lease) on the demised premises in the T1.5 Lease. For purposes of this definition, “Terminal 1.5” shall mean the baggage claim lobby, ticketing lobby, security

checkpoint, office level and the bus gate and shall not mean the skycap check-in area which the Tenant may occupy under a separate Certificate of Occupancy.

"Interim Sublease" means that certain sublease entered into between Landlord and wherein Landlord, having exercised its options under Section 1.1.2(a)(1) or 1.1.2(a)(2)(A) of the T1.5 Lease, has not yet paid the Non-Proprietary Facility Improvement Acquisition Cost as defined in the T1.5 Lease and subleases the Interim Sublease Space (as defined in the T1.5 Lease) for the interim period between DBO and payment of the Non-Proprietary Facility Improvements Acquisition Cost.

"Preferential Flight" means a first scheduling opportunity for a designated scheduled flight operation.

"Second Amendment Execution Date" means the date the Second Amendment to the Lease is executed by the CEO.

"Sublease Rent" shall mean the rent payable under the T1.5 Sublease which is either (i) the Non-Proprietary Facility Improvements Acquisition Cost amortized on a straight-line basis over the Term as of the DBO at the 10-year U.S. Treasury Rate on the DBO plus 200 basis points or (ii) if an NPFI Lender (as defined in the T1.5 Lease) is agreed to pursuant to Section 1.4.3(a) of the T1.5 Lease, the monthly principal, fees and interest payments made by the Tenant to the NFPI Lender.

"T1.5 Lease" means the lease between the Landlord and the Tenant for land between Terminal 1 and Terminal 2.

"T1.5 Sublease" means the sublease between the Tenant and the Landlord whereby the Landlord has agreed to sublease the T1.5 Sublease Space (as defined in the T1.5 Lease) for the Sublease Rent.

8. On the Second Amendment Execution Date, Exhibit A-1 and Exhibit A-2 of the Lease shall be replaced with Exhibit A-1 and Exhibit A-2 attached hereto.

9. On the Second Amendment Execution Date, Schedule 1-A of the Lease shall be replaced with the Schedule 1-A attached hereto.

10. On the Second Amendment Execution Date, Schedule 2 of the Lease shall be replaced with the Schedule 2 attached hereto.

11. Miscellaneous.

11.1. It is understood and agreed by and between the parties that, except as specifically provided herein, this 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 Lease, as amended, and except as expressly amended herein, all of the terms, covenants and conditions of the Lease, as amended, shall remain in full force and effect.

11.2. This Amendment shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

11.3. This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. Facsimile signatures may be utilized.

[signature page follows]

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

APPROVED AS TO FORM:

Michael N. Feuer,
City Attorney

Date: August 10, 2017
By: J. Timothy J.
Deputy/Assistant City Attorney

LANDLORD:

CITY OF LOS ANGELES

By: _____
Chief Executive Officer
Department of Airports

ATTEST:

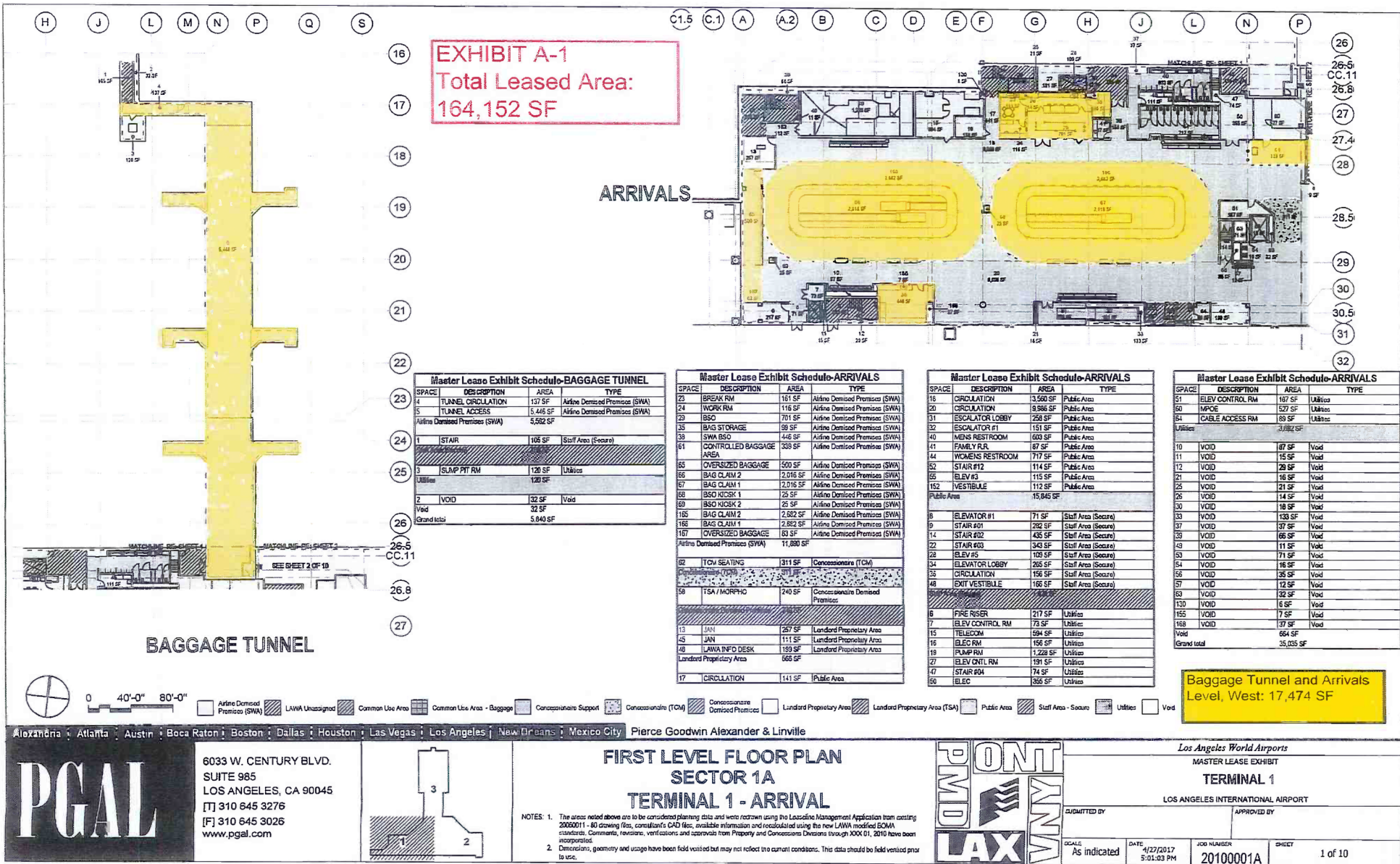
By: [Signature]
Name: Mark R. Shaw
Title: Corporate Secretary

[Corporate Seal]

TENANT:

SOUTHWEST AIRLINES CO.

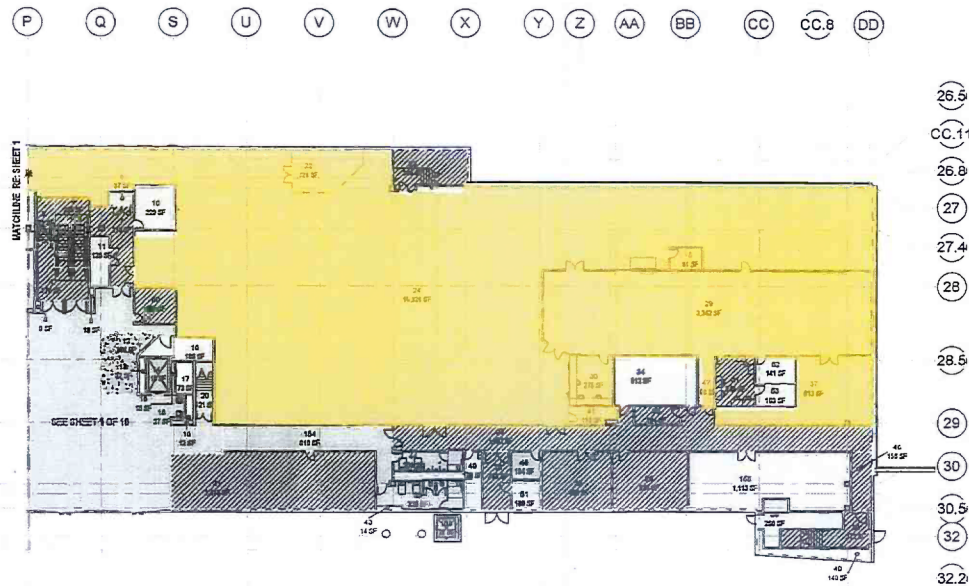
By: [Signature]
Name: Bob Montgomery
Title: Vice President - Airport Affairs



Master Lease Exhibit Schedule-ARRIVALS			
SPACE	DESCRIPTION	AREA	TYPE
5	BHS SERVER	81 SF	Airline Demised Premises (SWA)
22	OBIS SUPPORT	326 SF	Airline Demised Premises (SWA)
24	OBIS	15,329 SF	Airline Demised Premises (SWA)
29	CBRA RM	3,342 SF	Airline Demised Premises (SWA)
30	BHS CONTROL RM	275 SF	Airline Demised Premises (SWA)
37	BHS SPARE PARTS	813 SF	Airline Demised Premises (SWA)
41	STORAGE	110 SF	Airline Demised Premises (SWA)
47	CIRCULATION	106 SF	Airline Demised Premises (SWA)
Airline Demised Premises (SWA)		20,390 SF	
12	TCM SEATING	306 SF	Concessionaire (TCM)
21	CONCESSIONS	1,413 SF	Concessionaire Demised Premises
25	CONCESSION DRY STORAGE	489 SF	Concessionaire Demised Premises
45	CONCESSION MGR OFFICE	104 SF	Concessionaire Support
Concessionaire Support		104 SF	
49	JANITOR	133 SF	Landlord Proprietary Area
156	LAWA MAINTENANCE	1,113 SF	Landlord Proprietary Area
Landlord Proprietary Area		1,246 SF	
31	OSR RM	246 SF	Landlord Proprietary Area (TSA)
36	STORAGE	104 SF	Landlord Proprietary Area (TSA)
Landlord Proprietary Area (TSA)		350 SF	
28	LAWA UNASSIGNED	833 SF	LAWA Unassigned
50	LAWA UNASSIGNED	165 SF	LAWA Unassigned
LAWA Unassigned		998 SF	
14	ELEVATOR #4	115 SF	Public Area
20	STAIR #11	121 SF	Public Area
33	WOMENS RR	325 SF	Public Area
42	MENS RR	269 SF	Public Area
153	ELEV #7	72 SF	Public Area
154	CIRCULATION	619 SF	Public Area
Public Area		1,483 SF	
2	STAIR #08	101 SF	Staff Area (Secure)
3	ESCALATOR #9	255 SF	Staff Area (Secure)

Master Lease Exhibit Schedule-ARRIVALS			
SPACE	DESCRIPTION	AREA	TYPE
4	ARRIVAL STAIR LOBBY	274 SF	Staff Area (Secure)
7	VEST.	313 SF	Staff Area (Secure)
23	STAIR #09	346 SF	Staff Area (Secure)
26	OBIS ROW	263 SF	Staff Area (Secure)
27	SECURE CIRCULATION	1,652 SF	Staff Area (Secure)
38	STAIR #10	272 SF	Staff Area (Secure)
46	SECURE CIRCULATION	156 SF	Staff Area (Secure)
Staff Area (Secure)		3,069 SF	
6	SPRINK VALVE RM	37 SF	Utilities
10	TELECOM/DAS	229 SF	Utilities
11	ESCALATOR CONTR. RM	126 SF	Utilities
16	ELEV CONTROL RM	189 SF	Utilities
34	ELEC	512 SF	Utilities
39	FIRE RISER ROOM	260 SF	Utilities
51	ELEVATOR EQUIPMENT ROOM	109 SF	Utilities

Master Lease Exhibit Schedule-ARRIVALS			
SPACE	DESCRIPTION	AREA	TYPE
52	BHS TELECOM	141 SF	Utilities
53	TELECOM	108 SF	Utilities
Utilities		1,712 SF	
8	VOID	9 SF	Void
9	VOID	19 SF	Void
13	VOID	32 SF	Void
15	VOID	18 SF	Void
17	VOID	73 SF	Void
18	VOID	27 SF	Void
19	VOID	12 SF	Void
40	VOID	140 SF	Void
43	VOID	14 SF	Void
Void		344 SF	
Grand total		32,146 SF	

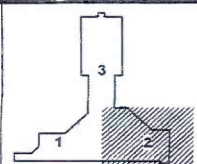


Airline Demised Premises (SWA)
 LAWA Unassigned
 Common Use Area
 Common Use Area - Baggage
 Concessionaire Support
 Concessionaire (TCM)
 Concessionaire Demised Premises
 Landlord Proprietary Area
 Landlord Proprietary Area (TSA)
 Public Area
 Staff Area - Secure
 Utilities
 Void

Alexandria | Atlanta | Austin | Boca Raton | Boston | Dallas | Houston | Las Vegas | Los Angeles | New Orleans | Mexico City | Pierce Goodwin Alexander & Linville

PGAL

6033 W. CENTURY BLVD.
 SUITE 985
 LOS ANGELES, CA 90045
 (7) 310 645 3276
 (F) 310 645 3026
 www.pgal.com



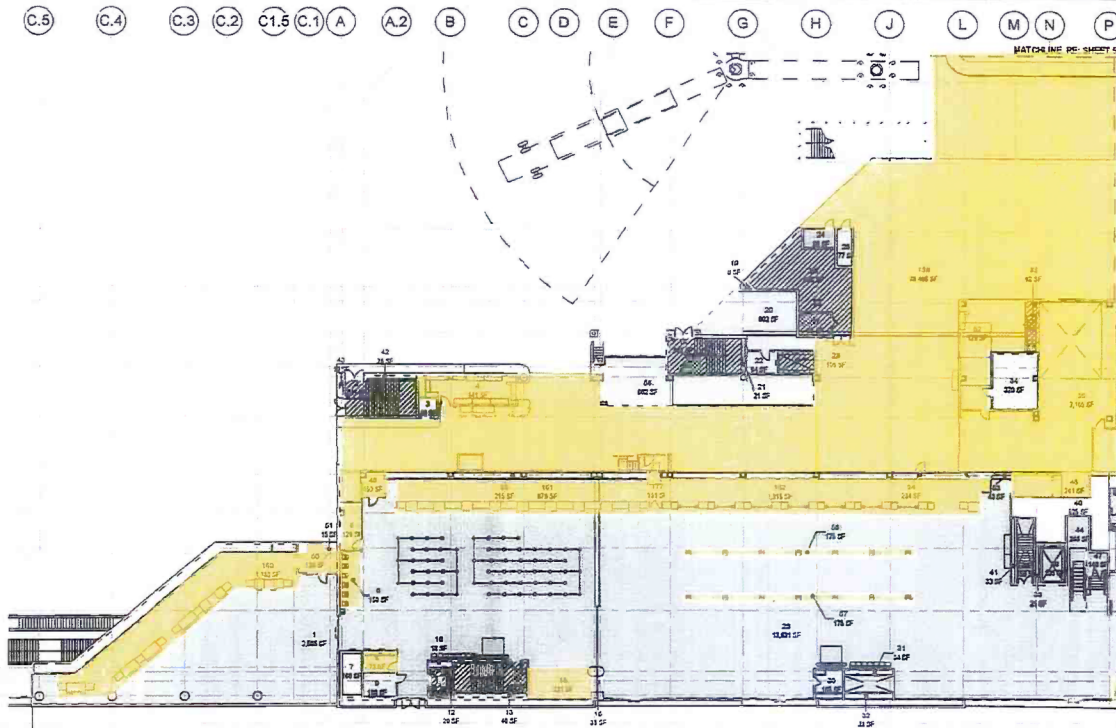
FIRST LEVEL FLOOR PLAN - SECTOR 2A TERMINAL 1 - ARRIVAL

NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Leasehold Management Application from existing 20060011 - 60 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through XXX 01, 2010 have been incorporated.
 2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.



Los Angeles World Airports			
MASTER LEASE EXHIBIT			
TERMINAL 1			
LOS ANGELES INTERNATIONAL AIRPORT			
SUBMITTED BY		APPROVED BY	
SCALE As indicated	DATE 4/27/2017 5:01:13 PM	JOB NUMBER 20100001A	SHEET 2 of 10

CBIS - Arrivals Level, East,
 20,741 SF



SPACE	DESCRIPTION	AREA	TYPE
4	ATO SECURE STORAGE	341 SF	Airline Damaged Premises (SWA)
5	STORAGE	126 SF	Airline Damaged Premises (SWA)
6	SELF TAG KIOSKS	150 SF	Airline Damaged Premises (SWA)
8	QUALITY SLIPS OFFICE	72 SF	Airline Damaged Premises (SWA)
15	STORAGE	221 SF	Airline Damaged Premises (SWA)
35	BAGGAGE CONVEYOR	2,105 SF	Airline Damaged Premises (SWA)
45	OVERSIZED BAGGAGE	201 SF	Airline Damaged Premises (SWA)
49	B-HS	152 SF	Airline Damaged Premises (SWA)
50	B-HS	130 SF	Airline Damaged Premises (SWA)
52	OVERSIZED BAG SCREENING	529 SF	Airline Damaged Premises (SWA)

SPACE	DESCRIPTION	AREA	TYPE
57	BOARDING PASS KIOSK	175 SF	Airline Damaged Premises (SWA)
58	BOARDING PASS KIOSK	175 SF	Airline Damaged Premises (SWA)
159	INBOUND BAGGAGE	38,489 SF	Airline Damaged Premises (SWA)
160	SKYCAP COUNTERS	1,185 SF	Airline Damaged Premises (SWA)
161	FULL SERVICE TICKETING	979 SF	Airline Damaged Premises (SWA)
162	BAG ACTIVATION STATIONS	1,315 SF	Airline Damaged Premises (SWA)
177	INAME	191 SF	Airline Damaged Premises (SWA)
	Airline Damaged Premises (SWA)	47,634 SF	

SPACE	DESCRIPTION	AREA	TYPE
26	CONCESSIONS	696 SF	Concessionaire Damaged Premises
27	CONCESSIONS STORAGE	85 SF	Concessionaire Damaged Premises
21	LAUNDRY	80 SF	Concessionaire Support
	Concessionaire Support		
1	SKYCAP	2,596 SF	Public Area
29	CIRCULATION	13,691 SF	Public Area
30	STAIR #12	158 SF	Public Area
32	ELEV #3	126 SF	Public Area

SPACE	DESCRIPTION	AREA	TYPE
44	ESCALATOR #10	266 SF	Public Area
47	STAIR #18	140 SF	Public Area
	Public Area	16,910 SF	
2	STAIR #02	331 SF	Staff Area (Secure)
11	ELEV #1	71 SF	Staff Area (Secure)
14	STAIR #01	253 SF	Staff Area (Secure)
18	STAIR #03	343 SF	Staff Area (Secure)
23	ELEV	109 SF	Staff Area (Secure)
33	STAIR #05	82 SF	Staff Area (Secure)
	Staff Area (Secure)	2,230 SF	
3	MECH	48 SF	Utilities
9	ELEC	100 SF	Utilities
20	TRASH	502 SF	Utilities
22	ELEV MACH RM	84 SF	Utilities
25	ELEC	77 SF	Utilities
30	ESCALATOR CNTRL RM	105 SF	Utilities
34	ELEC	320 SF	Utilities
56	LOADING DOCK	582 SF	Utilities
	Utilities	2,320 SF	
7	VOID	163 SF	Void
10	VOID	18 SF	Void
12	VOID	26 SF	Void
13	VOID	40 SF	Void
16	VOID	36 SF	Void
19	VOID	8 SF	Void
21	VOID	21 SF	Void
31	VOID	34 SF	Void
32	VOID	39 SF	Void
38	VOID	21 SF	Void
41	VOID	33 SF	Void
42	VOID	26 SF	Void
43	VOID	10 SF	Void
46	VOID	525 SF	Void
51	VOID	15 SF	Void
53	VOID	43 SF	Void
54	VOID	234 SF	Void
55	VOID	215 SF	Void
	Void	1,598 SF	
	Grand Total		

**Ticketing/Inbound & Outbound
Baggage - Departures Level West:
47,636 SF**

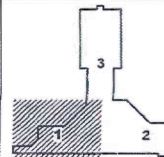


Airline Damaged Premises (SWA)
 LAWA Unassigned
 Common Use Area
 Common Use Area - Baggage
 Concessionaire Support
 Concessionaire (TGM)
 Concessionaire Damaged Premises
 Landlord Proprietary Area
 Landlord Proprietary Area (TSA)
 Public Area
 Staff Area - Secure
 Utilities

Alexandria • Atlanta • Austin • Boca Raton • Boston • Dallas • Houston • Las Vegas • Los Angeles • New Orleans • Mexico City • Pierce Goodwin Alexander & Linville

PGAL

6033 W. CENTURY BLVD.
SUITE 985
LOS ANGELES, CA 90045
[T] 310 645 3276
[F] 310 645 3026
www.pgal.com



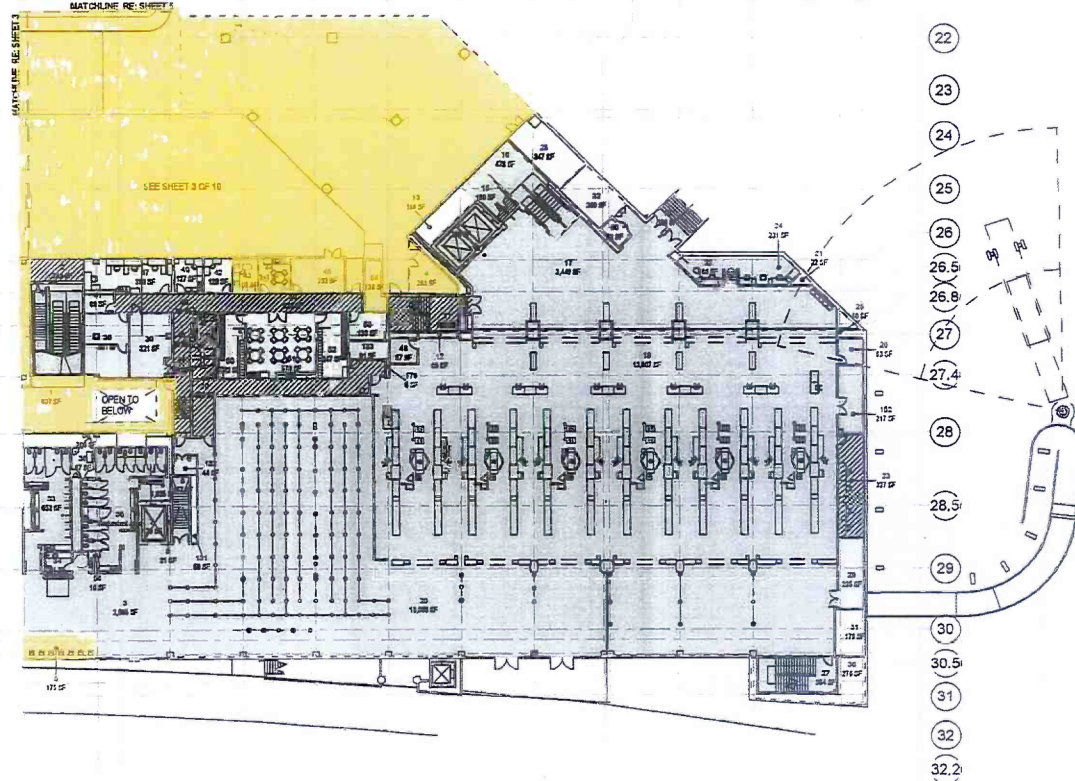
SECOND LEVEL FLOOR PLAN - SECTOR 1 TERMINAL 1 - DEPARTURE

NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Leasehold Management Application from existing 20060011 - 60 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through 2006 01, 2010 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.



Los Angeles World Airports			
MASTER LEASE EXHIBIT			
TERMINAL 1			
LOS ANGELES INTERNATIONAL AIRPORT			
QUANTIFIED BY	DATE	JOB NUMBER	SHEET
As indicated	4/27/2017 5:01:27 PM	20100001A	3 of 10

P Q S U V W X Y Z AA BB CC CC.B DD



Master Lease Exhibit Schedule			
SPACE	DESCRIPTION	AREA	TYPE
35	BAGGAGE CONVEYOR	807 SF	Airline Damaged Premises (SWA)
4	STORAGE	283 SF	Airline Damaged Premises (SWA)
5	BOARDING PASS KIOSK	175 SF	Airline Damaged Premises (SWA)
43	SWA GDM VENDOR OFFICE	106 SF	Airline Damaged Premises (SWA)
44	SWA GDM VENDOR BREAK RM	141 SF	Airline Damaged Premises (SWA)
45	SWA GDM SHOP / STORAGE	233 SF	Airline Damaged Premises (SWA)
54	BUS TRANSFER LINE	126 SF	Airline Damaged Premises (SWA)
	Airline Damaged Premises (SWA)	1,871 SF	
28	STORAGE	347 SF	Landlord Proprietary Area
29	STORAGE	225 SF	Landlord Proprietary Area
32	LAWA MAINTENANCE	263 SF	Landlord Proprietary Area
36	JAN	87 SF	Landlord Proprietary Area
37	LAWA SFL CUSTODIAN	368 SF	Landlord Proprietary Area
40	LAWA BLDG. NSR.	127 SF	Landlord Proprietary Area
42	LAWA BAS ROOM	129 SF	Landlord Proprietary Area
50	MENS LOCKER	222 SF	Landlord Proprietary Area
51	LAWA STAFF BREAK RM	573 SF	Landlord Proprietary Area
52	WOMENS LOCKER RM	247 SF	Landlord Proprietary Area
	Landlord Proprietary Area	2,586 SF	
23	TSM	327 SF	Landlord Proprietary Area (TSA)
	Landlord Proprietary Area (TSA)	327 SF	
3	LOBBY	2,965 SF	Public Area
7	ELEV	129 SF	Public Area
9	STAIR #11	157 SF	Public Area
14	ELEV	296 SF	Public Area
15	STAIR #20	199 SF	Public Area
16	ESCALATOR #11B	478 SF	Public Area
17	POST SSCP	3,448 SF	Public Area
18	STAIR #21	189 SF	Public Area
19	SSCP	13,507 SF	Public Area
20	SUPER QUEUE	10,008 SF	Public Area
22	LEO	166 SF	Public Area
24	TSA SUPER	231 SF	Public Area
26	PRIVATE SCREENING	83 SF	Public Area
33	MENS RR	652 SF	Public Area
34	FAMILY RR	81 SF	Public Area
46	PRIVATE SCREENING	87 SF	Public Area
152	STORAGE	217 SF	Public Area
	Public Area	32,284 SF	
2	STAIR #08 & ESCALATOR	742 SF	Staff Area (Secure)
10	CREW LANE	529 SF	Staff Area (Secure)
11	STAIR #09	350 SF	Staff Area (Secure)
27	STAIR #10	354 SF	Staff Area (Secure)
47	UNISEX RR	70 SF	Staff Area (Secure)
48	UNISEX RR	64 SF	Staff Area (Secure)

Master Lease Exhibit Schedule			
SPACE	DESCRIPTION	AREA	TYPE
45	UNISEX RR	64 SF	Staff Area (Secure)
56	CIRCULATION	923 SF	Staff Area (Secure)
		3,264 SF	
38	TELECOM	351 SF	Utilities
39	ELEC	321 SF	Utilities
41	PRE-ACTION RM	88 SF	Utilities
53	TSA TELECOM	133 SF	Utilities
60	ESCALATOR CNTRL RM	52 SF	Utilities
131	ESCALATOR CNTRL RM	44 SF	Utilities
132	MECH / ELEC CHASE	91 SF	Utilities
	Utilities	1,060 SF	
6	VOID	1,005 SF	Void
9	VOID	21 SF	Void
12	VOID	89 SF	Void
13	VOID	188 SF	Void
21	VOID	22 SF	Void
25	VOID	90 SF	Void
30	VOID	276 SF	Void
31	VOID	170 SF	Void
36	VOID	16 SF	Void
58	VOID	366 SF	Void
131	VOID	58 SF	Void
136	TE ROOM	8 SF	Void
	Void	2,229 SF	
	Grand total	44,200 SF	



0 40'-0" 80'-0"

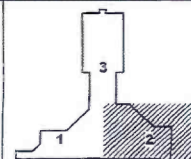
Airline Damaged Premises (SWA) LAWA Unassigned Common Use Area Common Use Area - Baggage Concessionaire Support Concessionaire (TCM) Concessionaire Damaged Premises Landlord Proprietary Area Landlord Proprietary Area (TSA) Public Area Staff Area - Secure Utilities

Departures Level, East: 1,871 SF

Alexandria Atlanta Austin Boca Raton Boston Dallas Houston Las Vegas Los Angeles New Orleans Mexico City Pierce Goodwin Alexander & Linville

PGAL

6033 W. CENTURY BLVD.
SUITE 985
LOS ANGELES, CA 90045
(T) 310 645 3276
(F) 310 645 3026
www.pgal.com

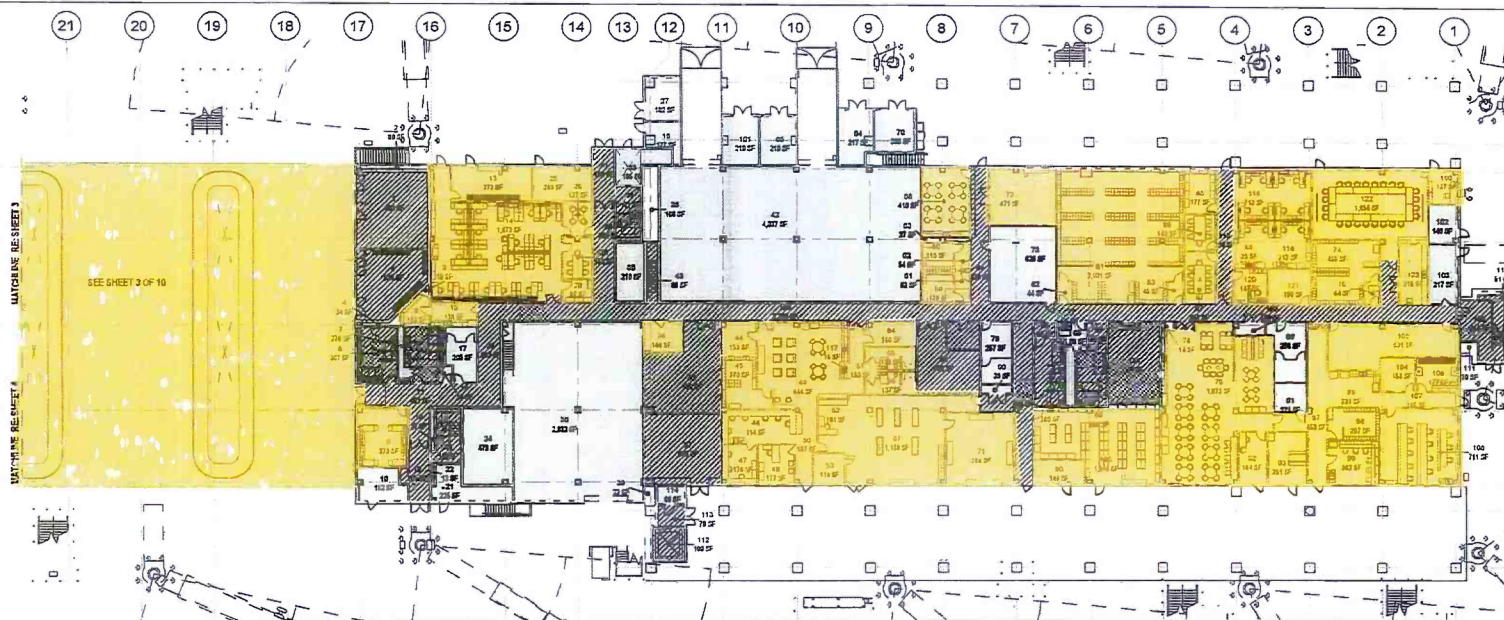


SECOND LEVEL FLOOR PLAN - SECTOR 2 TERMINAL 1 - DEPARTURE

NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Lessee's Management Application from posting 20060011 - 80 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through 2006 01, 2010 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. That data should be field verified prior to use.



Los Angeles World Airports			
MASTER LEASE EXHIBIT			
TERMINAL 1			
LOS ANGELES INTERNATIONAL AIRPORT			
SUBMITTED BY	DATE	JOB NUMBER	DRAWN
As indicated	4/27/2017 5:01:49 PM	20100001A	4 of 10



SPACE	DESCRIPTION	AREA	TYPE
5	PANTRY	103 SF	Airline Demised Premises (SWA)
6	T-POINT READY RM	373 SF	Airline Demised Premises (SWA)
13	RAMP OPS STOR.	372 SF	Airline Demised Premises (SWA)
14	SSO RM	1,673 SF	Airline Demised Premises (SWA)
15	KITCHEN	138 SF	Airline Demised Premises (SWA)
25	RAMP STORAGE	269 SF	Airline Demised Premises (SWA)
26	HUDDLE RM	127 SF	Airline Demised Premises (SWA)
28	HUDDLE RM	153 SF	Airline Demised Premises (SWA)
29	STORAGE	66 SF	Airline Demised Premises (SWA)
38	VENDING	148 SF	Airline Demised Premises (SWA)
44	GENERAL STOR.	153 SF	Airline Demised Premises (SWA)
45	MENS LOCKER	270 SF	Airline Demised Premises (SWA)
46	MECHS. WORK AREA	314 SF	Airline Demised Premises (SWA)
47	AIR MECHS. SUPS. & CLERK	178 SF	Airline Demised Premises (SWA)
48	LINE MAINT. MGR.	177 SF	Airline Demised Premises (SWA)
49	BREAK RM	844 SF	Airline Demised Premises (SWA)
50	CIRCULATION	197 SF	Airline Demised Premises (SWA)
51	CIRCULATION	153 SF	Airline Demised Premises (SWA)
52	STOCK CLERK	181 SF	Airline Demised Premises (SWA)
53	OXIDIZER RM	118 SF	Airline Demised Premises (SWA)
54	STORAGE	163 SF	Airline Demised Premises (SWA)

SPACE	DESCRIPTION	AREA	TYPE
35	MENS RR	138 SF	Airline Demised Premises (SWA)
36	WOMENS RR	137 SF	Airline Demised Premises (SWA)
37	PARTS STOR.	1,138 SF	Airline Demised Premises (SWA)
57	SWA JAN STAFF BREAK RM	419 SF	Airline Demised Premises (SWA)
59	WOMENS LOCKER	126 SF	Airline Demised Premises (SWA)
60	MENS LOCKER ROOM	110 SF	Airline Demised Premises (SWA)
61	VEST.	62 SF	Airline Demised Premises (SWA)
62	VEST.	54 SF	Airline Demised Premises (SWA)
71	BULK STOR.	566 SF	Airline Demised Premises (SWA)
72	SWA JAN STOR.	471 SF	Airline Demised Premises (SWA)
74	WOMENS LOCKER	486 SF	Airline Demised Premises (SWA)
75	VEST	44 SF	Airline Demised Premises (SWA)
76	RAMP BREAK RM	1,873 SF	Airline Demised Premises (SWA)
81	MENS LOCKER	2,001 SF	Airline Demised Premises (SWA)
82	VEST.	44 SF	Airline Demised Premises (SWA)
83	VEST.	45 SF	Airline Demised Premises (SWA)
85	FILE STORAGE	177 SF	Airline Demised Premises (SWA)
86	HUDDLE ROOM	143 SF	Airline Demised Premises (SWA)
87	HUDDLE ROOM	304 SF	Airline Demised Premises (SWA)
88	KITCHENETTE	25 SF	Airline Demised Premises (SWA)
92	RAMP READY RM	184 SF	Airline Demised Premises (SWA)

SPACE	DESCRIPTION	AREA	TYPE
93	SERVICE AIR	251 SF	Airline Demised Premises (SWA)
96	OPS KITCHETTE	236 SF	Airline Demised Premises (SWA)
97	CIRCULATION	433 SF	Airline Demised Premises (SWA)
98	SUPS LOCKER RM	207 SF	Airline Demised Premises (SWA)
99	RAMP SUPERS	282 SF	Airline Demised Premises (SWA)
100	RAMP READY RM	127 SF	Airline Demised Premises (SWA)
104	OPS STORAGE	153 SF	Airline Demised Premises (SWA)
105	OPS OFFICE	631 SF	Airline Demised Premises (SWA)
106	CHECKOUT ROOM	177 SF	Airline Demised Premises (SWA)
107	CIRCULATION	115 SF	Airline Demised Premises (SWA)
108	COMMAND CENTER	711 SF	Airline Demised Premises (SWA)
117	KITCHENETTE	16 SF	Airline Demised Premises (SWA)
118	BULLPEN SPACE	212 SF	Airline Demised Premises (SWA)
119	BULLPEN	713 SF	Airline Demised Premises (SWA)
120	ASSISTANT STATION MGR	147 SF	Airline Demised Premises (SWA)
121	OPS OFFICE	190 SF	Airline Demised Premises (SWA)
122	SWA CONFERENCE RM	1,055 SF	Airline Demised Premises (SWA)
123	SWA SHOP / STORAGE	215 SF	Airline Demised Premises (SWA)
125	TOOL STORAGE	1,845 SF	Airline Demised Premises (SWA)
	Airline Demised Premises (SWA)	21,631 SF	

SPACE	DESCRIPTION	AREA	TYPE
1	CONCESSION STORAGE	650 SF	Concessionaire Demised Premises
41	CONCESSION STORAGE	708 SF	Concessionaire Demised Premises
84	CONCESSION STORAGE	558 SF	Concessionaire Demised Premises
124	CONCESSION STORAGE	521 SF	Concessionaire Demised Premises
16	IT WORKSHOP	127 SF	Landlord Proprietary Area
18	JANL	35 SF	Landlord Proprietary Area
27	ELECTRICAL WORKSHOP	182 SF	Landlord Proprietary Area
65	JANL	88 SF	Landlord Proprietary Area
70	ELEVATOR WORKSHOP	208 SF	Landlord Proprietary Area
84	CARPENTRY WORKSHOP	217 SF	Landlord Proprietary Area
95	PLUMBING WORKSHOP	218 SF	Landlord Proprietary Area
101	MECHANICAL WORKSHOP	219 SF	Landlord Proprietary Area
	Landlord Proprietary Area	1,286 SF	

SPACE	DESCRIPTION	AREA	TYPE
5	LAVA UNASSIGNED	536 SF	LAVA Unassigned
37	LAVA UNASSIGNED	649 SF	LAVA Unassigned
	Common Use Area	1,000 SF	
7	WOMENS RR	270 SF	Staff Area (Secure)
8	MENS RR	267 SF	Staff Area (Secure)
11	CIRCULATION	451 SF	Staff Area (Secure)
12	CIRCULATION	190 SF	Staff Area (Secure)
20	STAIR	188 SF	Staff Area (Secure)
23	CIRCULATION	282 SF	Staff Area (Secure)
31	CIRCULATION	186 SF	Staff Area (Secure)
32	CIRCULATION	253 SF	Staff Area (Secure)
34	STAIR #34	181 SF	Staff Area (Secure)
43	STAIR #14	99 SF	Staff Area (Secure)
64	CIRCULATION	320 SF	Staff Area (Secure)
65	VEST.	45 SF	Staff Area (Secure)
69	VEST.	45 SF	Staff Area (Secure)
69	WOMENS RR	266 SF	Staff Area (Secure)
109	STAIR #28	314 SF	Staff Area (Secure)
112	ELEV.	108 SF	Staff Area (Secure)
113	VEST.	79 SF	Staff Area (Secure)
115	CIRCULATION	266 SF	Staff Area (Secure)
116	CIRCULATION	443 SF	Staff Area (Secure)
129	CIRCULATION	2,333 SF	Staff Area (Secure)
	Staff Area (Secure)	12,888 SF	

SPACE	DESCRIPTION	AREA	TYPE
16	IFR RISER	192 SF	Utilities
17	TELECOM	205 SF	Utilities
21	MECH.	225 SF	Utilities
24	MAIN ELEC. RM.	478 SF	Utilities
30	MAIN ELEC. RM.	2,932 SF	Utilities
33	MECH.	182 SF	Utilities
35	MECH.	218 SF	Utilities
42	DWP VAULT	4,337 SF	Utilities
173	ELEC.	629 SF	Utilities
178	TELECOM	257 SF	Utilities
60	IFR RISER	148 SF	Utilities
69	TELECOM	264 SF	Utilities
90	PA CLOSET	39 SF	Utilities
91	ELEC.	121 SF	Utilities
102	FIRE CONTROL RM EXPANSION	140 SF	Utilities
103	FIRE CONTROL RM	217 SF	Utilities
114	ELEV. CNTRL RM	66 SF	Utilities
123	PA CLOSET	54 SF	Utilities
	Utilities	10,702 SF	

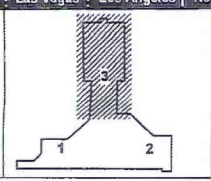
SPACE	DESCRIPTION	AREA	TYPE
2	VOID	80 SF	Void
3	VOID	16 SF	Void
4	VOID	34 SF	Void
19	VOID	27 SF	Void
22	VOID	13 SF	Void
26	VOID	166 SF	Void
29	VOID	22 SF	Void
63	VOID	27 SF	Void
77	VOID	6 SF	Void
78	VOID	14 SF	Void
110	VOID	51 SF	Void
111	VOID	30 SF	Void
178	ITE ROOM	68 SF	Void
	Void	548 SF	
	Grand total	44,740 SF	

Operations Level: 21,630 SF

Alexandria : Atlanta : Austin : Boca Raton : Boston : Dallas : Houston : Las Vegas : Los Angeles : New Orleans : Mexico City | Pierce Goodwin Alexander & Linville

PGAL

6033 W. CENTURY BLVD.
SUITE 985
LOS ANGELES, CA 90045
[T] 310 645 3276
[F] 310 645 3026
www.pgal.com



OPERATIONS LEVEL FLOOR PLAN
- SECTOR 3
TERMINAL 1 - OPERATIONS

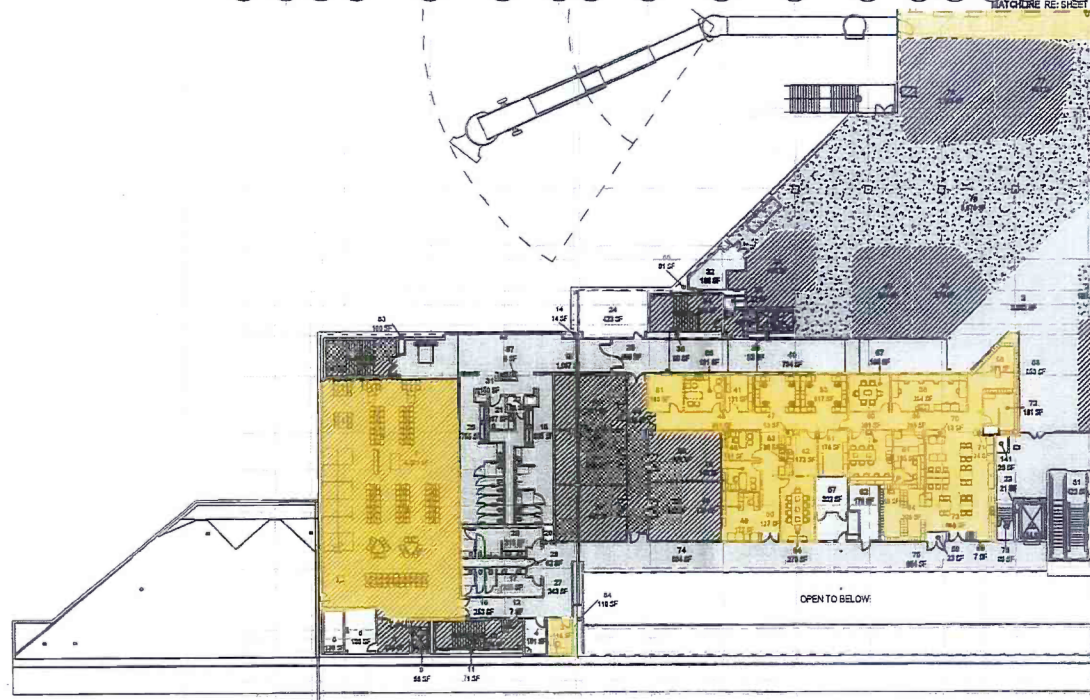
NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Location Management Application from existing 20050011 - 80 drawing files, consultant's CAD files, available information and recalculated using the new LAVA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through 2005.01.2010 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.

PONTIAC LAX

Los Angeles World Airports
MASTER LEASE EXHIBIT
TERMINAL 1
LOS ANGELES INTERNATIONAL AIRPORT

DRAWN BY: [Signature]
DATE: 4/27/2017 5:02:09 PM
JOB NUMBER: 20100001A
SHEET: 5 of 10

C1.5 C.1 A A.2 B C D E F G H J K L M N O P

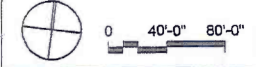


22
23
24
25
26
26.5
CC.11
26.8
27
27.4
28
28.5
29
30
30.5
31
32
32.2

Master Lease Exhibit Schedule			
SPACE	DESCRIPTION	AREA	TYPE
3	UNION OFFICE	116 SF	Airline Demanded Premises (SWA)
18	ADMIN MGR	146 SF	Airline Demanded Premises (SWA)
41	FILE STORAGE	131 SF	Airline Demanded Premises (SWA)
42	COPY RM	173 SF	Airline Demanded Premises (SWA)
43	CIRCULATION	351 SF	Airline Demanded Premises (SWA)
45	ASST STA MGR	151 SF	Airline Demanded Premises (SWA)
46	STATION ADMIN	120 SF	Airline Demanded Premises (SWA)
49	RECEPTION	122 SF	Airline Demanded Premises (SWA)
50	CIRCULATION	127 SF	Airline Demanded Premises (SWA)
51	SECURE STOR.	176 SF	Airline Demanded Premises (SWA)
52	KITCHENETTE	30 SF	Airline Demanded Premises (SWA)
53	BULL PEN	617 SF	Airline Demanded Premises (SWA)
54	HUDOLE RM	270 SF	Airline Demanded Premises (SWA)
58	SUPERVISORS	354 SF	Airline Demanded Premises (SWA)
60	AGENT CHECKOUT	301 SF	Airline Demanded Premises (SWA)
61	ACCOUNTING ADMIN	196 SF	Airline Demanded Premises (SWA)
63	CLOSET ATO	19 SF	Airline Demanded Premises (SWA)
64	ATO LOCKER	300 SF	Airline Demanded Premises (SWA)
67	HUDOLE RM	196 SF	Airline Demanded Premises (SWA)
68	LOCKER ROOM	301 SF	Airline Demanded Premises (SWA)
69	CIRCULATION	256 SF	Airline Demanded Premises (SWA)
72	SUPER LOCKER	161 SF	Airline Demanded Premises (SWA)
73	ATO BREAK ROOM	866 SF	Airline Demanded Premises (SWA)
81	SEASONAL STORAGE	169 SF	Airline Demanded Premises (SWA)
86	STA MGR	191 SF	Airline Demanded Premises (SWA)
Airline Demanded Premises (SWA)		5,887 SF	
78	TOM SEATING	15,076 SF	Concessionaire (TCM)
Concessionaire (TCM)		5,887 SF	
19	CONCESSION STORAGE	481 SF	Concessionaire Demanded Premises
33	FOOD & BEVERAGE	626 SF	Concessionaire Demanded Premises
43	CONCESSION STORAGE	481 SF	Concessionaire Demanded Premises
44	CONCESSION STORAGE	486 SF	Concessionaire Demanded Premises
65	FOOD & BEVERAGE	664 SF	Concessionaire Demanded Premises
66	FOOD & BEVERAGE	679 SF	Concessionaire Demanded Premises
76	FOOD & BEVERAGE	1,165 SF	Concessionaire Demanded Premises
77	FOOD & BEVERAGE	851 SF	Concessionaire Demanded Premises
Concessionaire Demanded Premises		7,887 SF	
4	JAN.	101 SF	Landlord Proprietary Area
22	JAN.	53 SF	Landlord Proprietary Area
23	STOR.	32 SF	Landlord Proprietary Area
Landlord Proprietary Area		186 SF	
7	HOLDROOM 10	4,003 SF	LAWA Unassigned
35	LAWA UNASSIGNED	525 SF	LAWA Unassigned
19	LAWA UNASSIGNED	480 SF	LAWA Unassigned
LAWA Unassigned		1,408 SF	
2	CIRCULATION	15,042 SF	Public Area
13	SECURE CIRCULATION	1,007 SF	Public Area

Master Lease Exhibit Schedule			
SPACE	DESCRIPTION	AREA	TYPE
15	MENS RESTROOM	895 SF	Public Area
16	CIRCULATION	253 SF	Public Area
17	WOMENS RESTROOM	325 SF	Public Area
21	FAMILY RESTROOM	97 SF	Public Area
25	SECURE CIRCULATION	636 SF	Public Area
26	WOMENS RESTROOM	755 SF	Public Area
27	CIRCULATION	243 SF	Public Area
28	VEST.	62 SF	Public Area
29	MENS RESTROOM	318 SF	Public Area
31	VEST	150 SF	Public Area
40	SECURE CIRCULATION	794 SF	Public Area
74	*CIRCULATION	591 SF	Public Area
75	CIRCULATION	634 SF	Public Area
79	STAIR #7	88 SF	Public Area
80	ELEVATOR #3	134 SF	Public Area
81	STAIR #18 & ESCALATOR #10	422 SF	Public Area
88	SECURE CIRCULATION	563 SF	Public Area
Public Area		13,802 SF	
1	STAIR #2	347 SF	Staff Area (Secure)
8	ELEVATOR LOBBY	148 SF	Staff Area (Secure)
9	ELEVATOR #1	66 SF	Staff Area (Secure)
10	STAIR #81	338 SF	Staff Area (Secure)
30	CIRCULATION	410 SF	Staff Area (Secure)
34	STAIR #93	330 SF	Staff Area (Secure)
37	LOBBY	109 SF	Staff Area (Secure)
39	ELEVATOR #65	113 SF	Staff Area (Secure)
Staff Area - Secure		1,861 SF	
Utilities		871 SF	
6	FIRE CONTROL	166 SF	Utilities
32	ELEC	189 SF	Utilities
57	TELECOM	302 SF	Utilities
59	PA CLOSET	23 SF	Utilities
62	ELEC.	170 SF	Utilities
Utilities		871 SF	
5	VOID	138 SF	Void
11	VOID	71 SF	Void
12	VOID	7 SF	Void
14	VOID	14 SF	Void
20	VOID	23 SF	Void
23	VOID	21 SF	Void
24	VOID	423 SF	Void
35	VOID	60 SF	Void
36	VOID	33 SF	Void
47	VOID	13 SF	Void
70	VOID	13 SF	Void
71	VOID	24 SF	Void
82	VOID	7 SF	Void
83	VOID	100 SF	Void
84	VOID	118 SF	Void
85	VOID	91 SF	Void
87	VOID	9 SF	Void
89	VOID	7 SF	Void
141	VOID	28 SF	Void
Void		1,201 SF	
Grand total		39,343 SF	

Holdroom 10: 4,003 SF
Offices Mezzanine Level West: 5,889 SF



Alexandria Atlanta Austin Boca Raton Boston Dallas Houston Las Vegas Los Angeles New Orleans Mexico City Pierce Goodwin Alexander & Linville

6033 W. CENTURY BLVD.
SUITE 985
LOS ANGELES, CA 90045
[T] 310 645 3276
[F] 310 645 3026
www.pgal.com

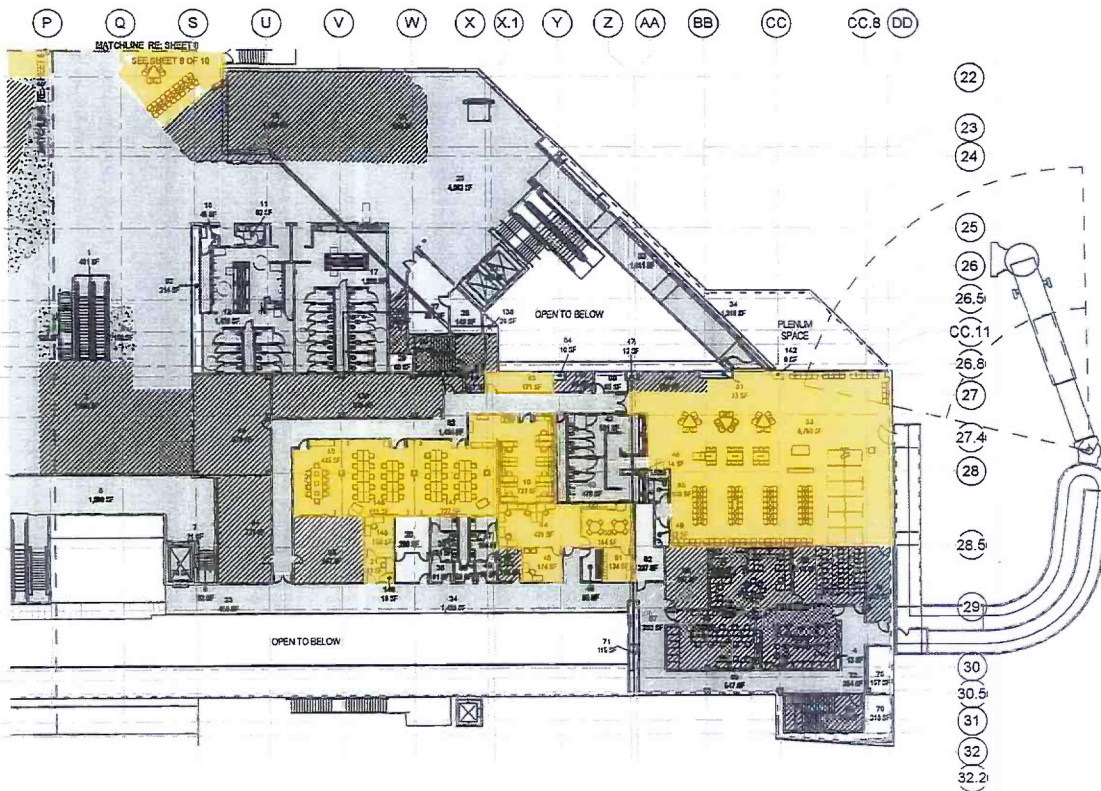
MEZZANINE LEVEL FLOOR PLAN - SECTOR 1

TERMINAL 1 - MEZZANINE

NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Leasehold Management Application from existing 2006/2011 - 60 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through XXX 01, 2010 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.

Los Angeles World Airports
MASTER LEASE EXHIBIT
TERMINAL 1
LOS ANGELES INTERNATIONAL AIRPORT

SUBMITTED BY: _____
DATE: 4/27/2017 5:02:27 PM
JOB NUMBER: 20100001A
SHEET: 6 of 10



SPACE	DESCRIPTION	AREA	TYPE
19	SUPERVISORS TRAINING ROOM	737 SF	Airline Damaged Premises (SWA)
21	SWA WORK AREA	83 SF	Airline Damaged Premises (SWA)
44	GATEWAY WORKSTATIONS	438 SF	Airline Damaged Premises (SWA)
46	MGR OFFICE	174 SF	Airline Damaged Premises (SWA)
48	STORAGE	93 SF	Airline Damaged Premises (SWA)
50	BREAK RM	264 SF	Airline Damaged Premises (SWA)
51	LOCKER RM	124 SF	Airline Damaged Premises (SWA)
53	HOLDROOM 9	4,760 SF	Airline Damaged Premises (SWA)
55	HOLDROOM 10	435 SF	Airline Damaged Premises (SWA)
59	TRAINING STORAGE	171 SF	Airline Damaged Premises (SWA)
145	SWA REGIONAL DIRECTOR	150 SF	Airline Damaged Premises (SWA)
146	CLOSET	10 SF	Airline Damaged Premises (SWA)
147	CLASS ROOM B	722 SF	Airline Damaged Premises (SWA)
148	CLASS ROOM A	665 SF	Airline Damaged Premises (SWA)
Airline Damaged Premises (SWA)			8,829 SF
2	TCM SEATING	125 SF	Concessionaire (TCM)
3	TCM SEATING	150 SF	Concessionaire (TCM)
Concessionaire (TCM)			275 SF
3	FOOD & BEVERAGE	1,886 SF	Concessionaire Damaged Premises
10	TRAVEL ESSENTIALS RETAIL	1,895 SF	Concessionaire Damaged Premises
91	DUTY FREE RETAIL	953 SF	Concessionaire Damaged Premises
95	FOOD & BEVERAGE	180 SF	Concessionaire Damaged Premises
Concessionaire Damaged Premises			4,914 SF
15	JAN	45 SF	Landlord Proprietary Area
27	LAWA MAINT	351 SF	Landlord Proprietary Area
39	JAN	53 SF	Landlord Proprietary Area
49	JAN	52 SF	Landlord Proprietary Area
80	ART PROGRAM STORAGE	85 SF	Landlord Proprietary Area
Landlord Proprietary Area			586 SF
58	BOO DFO	128 SF	Landlord Proprietary Area (TSA)
63	BOOMNET DISPATCHERS & JUMPSEATS	642 SF	Landlord Proprietary Area (TSA)
64	BOOMNET	311 SF	Landlord Proprietary Area (TSA)
65	CLOTHING	518 SF	Landlord Proprietary Area (TSA)
67	BREAK RM TSA	636 SF	Landlord Proprietary Area (TSA)
Landlord Proprietary Area (TSA)			2,235 SF
22	AIRPORT POLICE OFFICE	106 SF	LAWA Unassigned
55	LAWA UNASSIGNED	337 SF	LAWA Unassigned
83	LAWA UNASSIGNED	973 SF	LAWA Unassigned
84	LAWA UNASSIGNED	727 SF	LAWA Unassigned
85	LAWA UNASSIGNED	567 SF	LAWA Unassigned
139	LAWA UNASSIGNED	925 SF	LAWA Unassigned
140	LAWA UNASSIGNED	92 SF	LAWA Unassigned
LAWA Unassigned			3,634 SF
1	STAIR #08 & ESCALATOR 99A	481 SF	Public Area
5	LOBBY	1,599 SF	Public Area
19	ELEVATOR #4	138 SF	Public Area
9	STAIR #8	82 SF	Public Area

SPACE	DESCRIPTION	AREA	TYPE
11	FAMILY RR	92 SF	Public Area
12	MENS RESTROOM	1,438 SF	Public Area
17	WOMENS RESTROOM	1,569 SF	Public Area
23	CIRCULATION	456 SF	Public Area
24	CIRCULATION	1,489 SF	Public Area
25	SECURE CIRCULATION	4,962 SF	Public Area
27	ELEVATOR #10	287 SF	Public Area
33	SECURE CIRCULATION	1,011 SF	Public Area
37	WOMENS RESTROOM	184 SF	Public Area
37	MENS RESTROOM	166 SF	Public Area
38	VEST	61 SF	Public Area
40	VEST	58 SF	Public Area
42	WOMENS RESTROOM	301 SF	Public Area
43	MENS RESTROOM	470 SF	Public Area
57	CIRCULATION	303 SF	Public Area
68	CIRCULATION	547 SF	Public Area
72	CIRCULATION	354 SF	Public Area
82	CIRCULATION	1,854 SF	Public Area
85	FAMILY RR	103 SF	Public Area
Public Area			16,586 SF
26	CIRCULATION	146 SF	Staff Area (Secure)
30	STAIR #09B	284 SF	Staff Area (Secure)
33	STAIR #10	355 SF	Staff Area (Secure)
73	CIRCULATION	241 SF	Staff Area (Secure)
98	STAIR #0A	102 SF	Staff Area (Secure)
Staff Area (Secure)			1,230 SF
20	TELECOM	280 SF	Utilities
28	ELEV MACH RM	149 SF	Utilities
32	ELEV	237 SF	Utilities
Utilities			676 SF
4	VOID	13 SF	Void
7	VOID	21 SF	Void
28	VOID	60 SF	Void
31	VOID	33 SF	Void
34	VOID	1,318 SF	Void
47	VOID	12 SF	Void
48	VOID	14 SF	Void
54	VOID	10 SF	Void
70	VOID	210 SF	Void
71	VOID	115 SF	Void
75	VOID	157 SF	Void
92	VOID	214 SF	Void
138	VOID	28 SF	Void
142	VOID	9 SF	Void
143	VOID	27 SF	Void
Void			2,228 SF
Grand total			41,721 SF

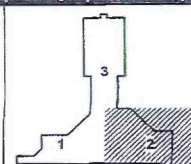
Holdroom 9: 4,760 SF
Offices Mezzanine Level East: 4,071 SF



Alexandria Atlanta Austin Boca Raton Boston Dallas Houston Las Vegas Los Angeles New Orleans Mexico City Pierce Goodwin Alexander & Linville

PGAL

6033 W. CENTURY BLVD.
SUITE 985
LOS ANGELES, CA 90045
[T] 310 645 3276
[F] 310 645 3026
www.pgal.com

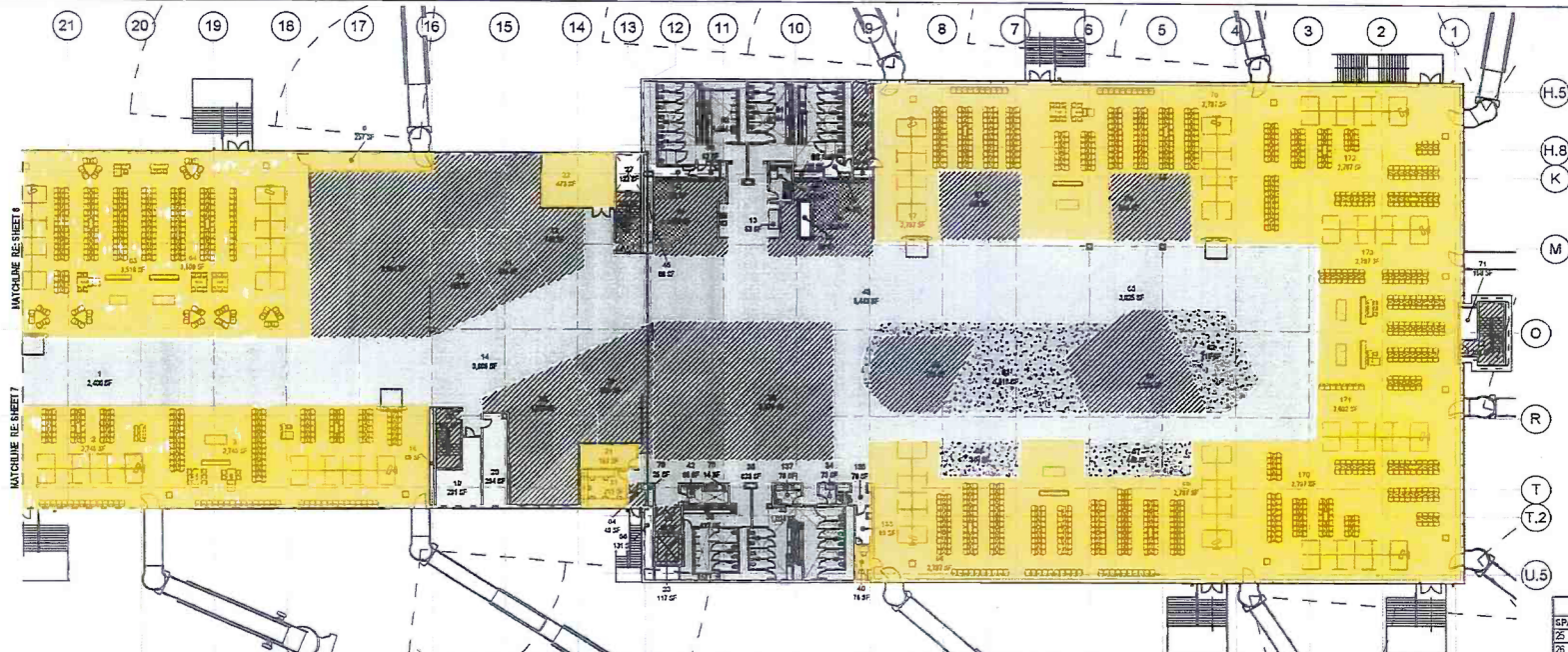


MEZZANINE LEVEL FLOOR PLAN - SECTOR 2 TERMINAL 1 - MEZZANINE

NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Laxline Management Application from existing 2006/0111 - 03 drawing files, consultant's CAD files, available information and recalculated using the new LAWMA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessionaire Divisions through XXX 01, 2010 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.



Los Angeles World Airports			
MASTER LEASE EXHIBIT			
TERMINAL 1			
LOS ANGELES INTERNATIONAL AIRPORT			
SUBMITTED BY	DATE	JOB NUMBER	SHEET
As indicated	4/27/2017 5:02:53 PM	20100001A	7 of 10



SPACE	DESCRIPTION	AREA	TYPE
2	HOLDROOM 11A	2,745 SF	Airline Damaged Premises (SWA)
3	HOLDROOM 11B	2,745 SF	Airline Damaged Premises (SWA)
6	GATE CORRIDOR	257 SF	Airline Damaged Premises (SWA)
21	STORAGE	185 SF	Airline Damaged Premises (SWA)
22	SWA JANITORIAL	473 SF	Airline Damaged Premises (SWA)
31	SWA OPS	212 SF	Airline Damaged Premises (SWA)
40	SWA PILOT WORK RM	76 SF	Airline Damaged Premises (SWA)
63	HOLDROOM 12A	3,510 SF	Airline Damaged Premises (SWA)
64	HOLDROOM 12B	3,509 SF	Airline Damaged Premises (SWA)
65	HOLDROOM 13	2,787 SF	Airline Damaged Premises (SWA)
67	HOLDROOM 14	2,787 SF	Airline Damaged Premises (SWA)
69	HOLDROOM 15	2,787 SF	Airline Damaged Premises (SWA)
70	HOLDROOM 16	2,787 SF	Airline Damaged Premises (SWA)
170	HOLDROOM 17B	2,787 SF	Airline Damaged Premises (SWA)
171	HOLDROOM 17B	2,802 SF	Airline Damaged Premises (SWA)
172	HOLDROOM 18A	2,787 SF	Airline Damaged Premises (SWA)

SPACE	DESCRIPTION	AREA	TYPE
173	HOLDROOM 18A	2,787 SF	Airline Damaged Premises (SWA)
Airline Damaged Premises (SWA) 36,070 SF			
51	TOM SEATING	1,519 SF	Concessionaire (TCM)
52	TOM SEATING	1,716 SF	Concessionaire (TCM)
55	TOM SEATING	344 SF	Concessionaire (TCM)
57	TOM SEATING	449 SF	Concessionaire (TCM)
Concessionaire (TCM) 4,028 SF			
7	FOOD & BEVERAGE	3,084 SF	Concessionaire Damaged Premises
10	RETAIL	429 SF	Concessionaire Damaged Premises
11	RETAIL	435 SF	Concessionaire Damaged Premises
12	RETAIL	745 SF	Concessionaire Damaged Premises
28	RETAIL	1,329 SF	Concessionaire Damaged Premises
29	RETAIL	865 SF	Concessionaire Damaged Premises
30	FOOD & BEVERAGE	2,875 SF	Concessionaire Damaged Premises
44	FOOD & BEVERAGE	658 SF	Concessionaire Damaged Premises

SPACE	DESCRIPTION	AREA	TYPE
54	FOOD & BEVERAGE	800 SF	Concessionaire Damaged Premises
57	RETAIL	665 SF	Concessionaire Damaged Premises
58	FOOD & BEVERAGE	665 SF	Concessionaire Damaged Premises
59	FOOD & BEVERAGE	782 SF	Concessionaire Damaged Premises
60	FOOD & BEVERAGE	1,235 SF	Concessionaire Damaged Premises
Concessionaire Damaged Premises 5,847 SF			
35	JAN.	82 SF	Landlord Proprietary Area
46	JAN.	76 SF	Landlord Proprietary Area
133	JAN.	133 SF	Landlord Proprietary Area
Landlord Proprietary Area 291 SF			
50	LAWA UNASSIGNED	205 SF	LAWA Unassigned
1	SECURE CIRCULATION	12,405 SF	Public Area
13	VENDING	53 SF	Public Area

SPACE	DESCRIPTION	AREA	TYPE
14	SECURE CIRCULATION	3,695 SF	Public Area
33	WOMENS RESTROOM	1,024 SF	Public Area
34	NURSING ROOM	73 SF	Public Area
35	CIRCULATION	625 SF	Public Area
38	MENS RESTROOM	657 SF	Public Area
42	DOG RM	98 SF	Public Area
43	CIRCULATION	5,443 SF	Public Area
51	WOMENS RESTROOM	1,104 SF	Public Area
52	MENS RESTROOM	1,054 SF	Public Area
53	FAMILY RR	122 SF	Public Area
55	SECURE CIRCULATION	3,855 SF	Public Area
113	VEST	76 SF	Public Area
137	FAMILY RR	76 SF	Public Area
Public Area 20,412 SF			
15	STAR #34	197 SF	Staff Area (Secure)
23	ELEVATOR #11	117 SF	Staff Area (Secure)

Master Lease Exhibit Schedule			
SPACE	DESCRIPTION	AREA	TYPE
25	VEST	93 SF	Staff Area (Secure)
26	STAR #33	200 SF	Staff Area (Secure)
72	STAR #16	239 SF	Staff Area (Secure)
84	VEST	49 SF	Staff Area (Secure)
Staff Area (Secure) 581 SF			
19	ELEC RM	291 SF	Utilities
20	TELECOM / DAS	294 SF	Utilities
Utilities 585 SF			
16	VOID	59 SF	Void
27	VOID	122 SF	Void
45	VOID	88 SF	Void
47	VOID	78 SF	Void
49	VOID	24 SF	Void
56	VOID	131 SF	Void
71	VOID	159 SF	Void
78	VOID	14 SF	Void
79	VOID	25 SF	Void
80	VOID	26 SF	Void
Void		736 SF	Void
Grand total		77,553 SF	

Concourse Level: 36,077 SF

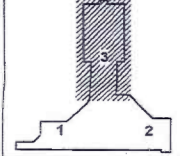


- Airline Damaged Premises (SWA)
- LAWA Unassigned
- Common Use Area
- Common Use Area - Baggage
- Concessionaire Support
- Concessionaire (TCM)
- Concessionaire Damaged Premises
- Landlord Proprietary Area
- Landlord Proprietary Area (TSA)
- Public Area
- Staff Area - Secure
- Utilities

Alexandria Atlanta Baltimore Boca Raton Boston Dallas Houston Las Vegas Los Angeles New Orleans Mexico City Pierce Goodwin Alexander & Linville

PGAL

6033 W. CENTURY BLVD.
SUITE 985
LOS ANGELES, CA 90045
[T] 310 645 3276
[F] 310 645 3026
www.pgal.com



**CONCOURSE LEVEL FLOOR PLAN
- SECTOR 3
TERMINAL 1 - CONCOURSE**

NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Laxairline Management Application from existing 2005/011 - 60 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through XXXX 01, 2010 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.



Los Angeles World Airports
MASTER LEASE EXHIBIT
TERMINAL 1
LOS ANGELES INTERNATIONAL AIRPORT

SUBMITTED BY: [] APPROVED BY: []

SCALE: As indicated DATE: 4/27/2017 5:03:28 PM JOB NUMBER: 20100001A SHEET: 8 of 10

EXHIBIT A-1
Southwest Airlines Co. - Second Amendment
Terminal 1

Sheet	Space	Map Location	Space Description	Area (SF)
Terminal 1				
Master Lease Exhibit 20100001A				
1	4	First Level, Arrival, West	Tunnel Circulation	137
1	5	First Level, Arrival, West	Tunnel Access	5,446
1	23	First Level, Arrival, West	Breakroom Room	161
1	24	First Level, Arrival, West	Work Room	116
1	29	First Level, Arrival, West	BSO	701
1	35	First Level, Arrival, West	Bag Storage	99
1	38	First Level, Arrival, West	SWA BSO	446
1	61	First Level, Arrival, West	Controlled Baggage Area	339
1	65	First Level, Arrival, West	Oversized Baggage	500
1	66	First Level, Arrival, West	Bag Claim 2	2,016
1	67	First Level, Arrival, West	Bag Claim 1	2,016
1	68	First Level, Arrival, West	BSO Kiosk 1	25
1	69	First Level, Arrival, West	BSO Kiosk 2	25
1	165	First Level, Arrival, West	Bag Claim 2	2,682
1	166	First Level, Arrival, West	Bag Claim 1	2,682
1	167	First Level, Arrival, West	Oversized Baggage	83
2	5	First Level, Arrival, East	BHS Server	91
2	22	First Level, Arrival, East	CBIS Support	326
2	24	First Level, Arrival, East	CBIS	15,328
2	29	First Level, Arrival, East	CBRA Room	3,342
2	30	First Level, Arrival, East	BHS Control Room	275
2	31	First Level, Arrival, East	OSR Room	246
2	36	First Level, Arrival, East	Storage	104
2	37	First Level, Arrival, East	BHS Spare Parts	813
2	41	First Level, Arrival, East	Storage	110
2	47	First Level, Arrival, East	Corridor	106
3	4	Second Level, Departure, West	ATO-Secure Storage	341
3	5	Second Level, Departure, West	Storage	128
3	6	Second Level, Departure, West	Self Tag Kiosks	150
3	8	Second Level, Departure, West	On-Duty Sups Office	72
3	15	Second Level, Departure, West	Storage	221
3	35	Second Level, Departure, West	Baggage Conveyor	2,105
3	45	Second Level, Departure, West	Oversized Baggage	201
3	49	Second Level, Departure, West	BHS	152
3	50	Second Level, Departure, West	BHS	130
3	52	Second Level, Departure, West	Oversized Baggage Screening	629
3	57	Second Level, Departure, West	Boarding Pass Kiosk	175
3	58	Second Level, Departure, West	Boarding Pass Kiosk	175
3	159	Second Level, Departure, West	Inbound Baggage	39,489
3	160	Second Level, Departure, West	Skycap Counters	1,183
3	161	Second Level, Departure, West	Ticket Counters	979
3	162	Second Level, Departure, West	Bag Activation Stations	1,315
3	177	Second Level, Departure, West	Ticket Counters	191
4	1	Second Level, Departure, East	Baggage Conveyor	807
4	4	Second Level, Departure, East	Storage	283
4	5	Second Level, Departure, East	Boarding Pass Kiosk	175
4	43	Second Level, Departure, East	O&M Vendor Office	106
4	44	Second Level, Departure, East	O&M Breakroom	141
4	45	Second Level, Departure, East	O&M Shop/Storage	233
4	54	Second Level, Departure, East	BHS Transer Line	126
5	6	Operations Level	Pantry	103
5	9	Operations Level	T-Point Ready Room	373
5	13	Operations Level	Ramp Ops Storage	372
5	14	Operations Level	SSO Room	1,673
5	15	Operations Level	Kitchen	138
5	25	Operations Level	Ramp Storage	269
5	26	Operations Level	Huddle Room	127
5	28	Operations Level	Huddle Room	153
5	29	Operations Level	Storage	86
5	38	Operations Level	Vending	148
5	44	Operations Level	General Storage	153
5	45	Operations Level	Mens Locker	270
5	46	Operations Level	Mechs Work Area	314
5	47	Operations Level	Air Mechs Sups & Clerk	176
5	48	Operations Level	Line Maintenance Mgr	177
5	49	Operations Level	Breakroom	844
5	50	Operations Level	Corridor	197

Sheet	Space	Map Location	Space Description	Area (SF)
5	51	Operations Level	Corridor	153
5	52	Operations Level	Stock Clerk	181
5	53	Operations Level	Oxygen Room	118
5	54	Operations Level	Storage	160
5	55	Operations Level	Mens Restroom	138
5	56	Operations Level	Womens Restroom	137
5	57	Operations Level	Parts Storage	1,139
5	58	Operations Level	Breakroom	419
5	59	Operations Level	Womens Locker Room	126
5	60	Operations Level	Mens Locker Room	110
5	61	Operations Level	Vestibule	62
5	62	Operations Level	Vestibule	54
5	71	Operations Level	Bulk Storage	586
5	72	Operations Level	Janitorial Storage	471
5	74	Operations Level	Womens Locker Room	495
5	75	Operations Level	Vestibule	44
5	79	Operations Level	Ramp Breakroom	1,873
5	81	Operations Level	Mens Locker Room	2,001
5	82	Operations Level	Vestibule	44
5	83	Operations Level	Vestibule	45
5	85	Operations Level	File Storage	177
5	86	Operations Level	Huddle Room	143
5	87	Operations Level	Huddle Room	204
5	88	Operations Level	Kitchenette	25
5	92	Operations Level	Ramp Ready Room	184
5	93	Operations Level	Service Air	251
5	96	Operations Level	Ops Kitchenette	236
5	97	Operations Level	Corridor	453
5	98	Operations Level	Sups Locker Room	207
5	99	Operations Level	Ramp Supers	282
5	100	Operations Level	Ramp Ready Room	127
5	104	Operations Level	Ops Storage	153
5	105	Operations Level	Ops Office	631
5	106	Operations Level	Checkout Room	177
5	107	Operations Level	Corridor	145
5	108	Operations Level	Command Center	711
5	117	Operations Level	Kitchenette	16
5	118	Operations Level	Bull Pen Space	212
5	119	Operations Level	Bull Pen	713
5	120	Operations Level	Assistant Station Manager	147
5	121	Operations Level	Ops Office	190
5	122	Operations Level	Conference Room	1,056
5	123	Operations Level	Shop/Storage	215
5	125	Operations Level	Tool Storage	1,046
6	3	Mezzanine Level, West	Union Office	116
6	7	Mezzanine Level, West	Holdroom 10	4,003
6	18	Mezzanine Level, West	Admin Manager	148
6	41	Mezzanine Level, West	File Storage	131
6	42	Mezzanine Level, West	Copy Room	173
6	45	Mezzanine Level, West	Corridor	351
6	46	Mezzanine Level, West	Assistant Station Manager	151
6	48	Mezzanine Level, West	Station Administration	120
6	49	Mezzanine Level, West	Reception	122
6	50	Mezzanine Level, West	Corridor	127
6	51	Mezzanine Level, West	Secure Storage	176
6	52	Mezzanine Level, West	Kitchenette	30
6	53	Mezzanine Level, West	Bull Pen	617
6	54	Mezzanine Level, West	Huddle Room	270
6	58	Mezzanine Level, West	Supervisors	354
6	60	Mezzanine Level, West	Agent Checkout	301
6	61	Mezzanine Level, West	Accounting Administration	195
6	63	Mezzanine Level, West	Closet ATO	19
6	64	Mezzanine Level, West	ATO Locker	309
6	67	Mezzanine Level, West	Huddle Room	196
6	68	Mezzanine Level, West	Locker Room	301
6	69	Mezzanine Level, West	Corridor	295
6	72	Mezzanine Level, West	Supervisors Locker	161
6	73	Mezzanine Level, West	ATO Breakroom	866
6	81	Mezzanine Level, West	Seasonal Storage	169
6	86	Mezzanine Level, West	Station Manager	191
7	19	Mezzanine Level, East	Supervisors Training Room	737
7	21	Mezzanine Level, East	Work Area	83
7	44	Mezzanine Level, East	Gateway Workstations	438
7	45	Mezzanine Level, East	Manager Office	174
7	46	Mezzanine Level, East	Storage	93

Sheet	Space	Map Location	Space Description	Area (SF)
7	50	Mezzanine Level, East	Breakroom	264
7	51	Mezzanine Level, East	Locker Room	124
7	53	Mezzanine Level, East	Holdroom 9	4,760
7	86	Mezzanine Level, East	Huddle Room	435
7	89	Mezzanine Level, East	Training Storage	171
7	145	Mezzanine Level, East	Regional Director Office	150
7	146	Mezzanine Level, East	Closet	10
7	147	Mezzanine Level, East	Classroom B	727
7	148	Mezzanine Level, East	Classroom A	665
8	2	Concourse Level	Holdroom 11A	2,745
8	3	Concourse Level	Holdroom 11B	2,745
8	6	Concourse Level	Corridor	257
8	21	Concourse Level	Storage	169
8	22	Concourse Level	Janitorial Storage	473
8	31	Concourse Level	Operations	212
8	40	Concourse Level	Pilot Work Room	76
8	63	Concourse Level	Holdroom 12A	3,510
8	64	Concourse Level	Holdroom 12B	3,509
8	66	Concourse Level	Holdroom 13	2,797
8	67	Concourse Level	Holdroom 14	2,797
8	69	Concourse Level	Holdroom 15	2,797
8	70	Concourse Level	Holdroom 16	2,797
8	170	Concourse Level	Holdroom 17A	2,797
8	171	Concourse Level	Holdroom 17B	2,802
8	172	Concourse Level	Holdroom 18A	2,797
8	173	Concourse Level	Holdroom 18B	2,797
TOTAL AREA				164,152

EXHIBIT A-2

	Lease Commencement	Commencement of Second Amendment	Variance
Baggage Claim Area and Baggage Claim Office	17,011	11,892	(5,119)
Ticketing/Inbound & Outbound Baggage			
- Ticket Counters			
- Outbound Baggage Make-up			
- Inbound Baggage Area	36,169	47,636	11,467
- Baggage Conveyor Oversized			
- Baggage Conveyor			
- Storage			
Airline Baggage Matrix (CBIS)	-	20,741	20,741
Ticketing Mezzanine Offices ¹	4,945	9,960	5,015
Airline Ticket Office (ATO) ¹	3,151	-	(3,151)
Outbound Bag Channel	5,617	5,582	(35)
Ramp Level Offices	16,375	21,630	5,255
Kiosk in Holdroom	120	-	(120)
Holdrooms 9, 10, 11A, 11B, 12A, 12B, 13, 14, 15, 16, 17A, 17A, 18A, 18B ²	32,207	43,653	11,446
Offices/Breakroom - Departures Level East	-	1,871	1,871
Storage - Concourse Level	-	1,187	1,187
TOTAL SQUARE FEET	115,595	164,152	48,557

¹ ATO space included in Ticketing Mezzanine Offices in Second Amendment.

² Holdrooms were renumbered.

Schedule 1 - Attachment A**Summary of Proposed Terminal 1 Renovations**

Scope Component	Description
1. Relocations	The relocation of US Airways to Terminal 3, including the relocation of other parties in Terminal 3 as necessary.
2. West Ticketing – Arrivals Level	The renovation of the arrivals level on the west side of the ticketing building, including installation of new baggage claim devices, replacement of MEP systems and building finishes and a voluntary seismic upgrade.
3. Pump Room	Modify the existing Pump Room and construct a new Pump Room to align the functionality of Terminal 1 systems with the capabilities afforded by the new Central Utility Plant.
4. West Ticketing – Departure and Mezzanine Levels	The renovation of the departure and mezzanine levels on the west side of the ticketing building, including new ticket counters, replacement of MEP systems and building finishes, a voluntary seismic upgrade and roof replacement. Install a new curbside canopy and make building façade improvements.
5. Inline Checked Baggage Inspection System and Facilities	The installation of a new inline baggage screening system. Also includes the renovation of the east side of the arrivals level of the ticketing building to enable the installation of the inline baggage system and a voluntary seismic upgrade.
6. Temporary Baggage System	The installation of a temporary baggage screening system to enable the removal of the EDS machines from the ticketing lobby.
7. East Ticketing – Departure and Mezzanine Levels	The renovation of the departure and mezzanine levels on the east side of the ticketing building, including the expansion of the building, replacement of MEP systems and building finishes, a voluntary seismic upgrade and roof replacement to provide for a new security screening checkpoint. Install a new curbside canopy and make building façade improvements.
8A. Concourse – Phase I	Renovate the entire concourse, replacing and upgrading MEP systems, completing a voluntary seismic upgrade and replacing the roof. Expand the north half of the concourse to provide a reconfigured layout to holdrooms and concessions. Reconfigure support space on the lower level to accommodate relocated functions.

Schedule 1 - Attachment A**Summary of Proposed Terminal 1 Renovations**

Scope Component	Description
8B. Concourse – Phase II	Renovate the entire concourse, replacing and upgrading MEP systems, completing a voluntary seismic upgrade and replacing the roof. Expand the north half of the concourse to provide a reconfigured layout to holdrooms and concessions. Reconfigure support space on the lower level to accommodate relocated functions.
9. Central Ticketing (Arrivals, Departures, Food Court and Holdrooms 12A/B)	Renovate the central area of the ticketing building including the arrivals level, departures level and holdrooms 12A/B. These renovations include upgrading MEP Systems and also the finishes. In addition, replacement of existing security checkpoint with a renovated / expanded food court and also new restrooms.
10A. Information Technology Infrastructure	Installation of a terminal wide premise distribution system, paging system, and Wi-Fi infrastructure backbone along with the build out of all terminal telecommunication rooms and exterior building utility tie-ins. These renovations include the beneficial use of the noted systems as remodeled areas become operational through final turnover
10B. Information Technology – Final Testing, Activation, Turnover, and Closeout	Final testing activation, turnover, and closeout of information systems
11. Gate Systems, Gates 9	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.
12. Gate Systems, Gates 11A/B	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.

Schedule 1 - Attachment A**Summary of Proposed Terminal 1 Renovations**

Scope Component	Description
13A. Gate Systems, Gates 13, 15, 17A, 17B, 18A, 18B	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.
13B. Gate Systems, Gates 14 & 16	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.
14. Gate Systems, Gates 12B	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.
TOTAL PROJECTED COST	\$525,948,000

Schedule 1 – Attachment A
Southwest Renovations

In general, the Southwest Renovations are the improvements that are:

- (a) Branded.
- (b) Unique to SOUTHWEST's specific operational needs, such that it is not reasonable to assume that another airline could use the improvement without modification.
- (c) Specialty lighting, finishes and other architectural elements specifically selected by SOUTHWEST.
- (d) Interior construction of all exclusive lease spaces.

Specifically, the Southwest Renovations include, but are not limited to:

Scope Component	Description
1. West Ticketing – Arrivals Level	Interior build out of a new Southwest Airlines baggage service office. All branded signage and displays. Relocation of Southwest baggage service operations.
2. West Ticketing – Departure and Mezzanine Levels	New ticket counter and curbside millwork, signage and equipment. Interior build out of new Southwest Airlines demised premises. All branded signage and displays. Relocation of Southwest ticketing operations.
3. East Ticketing – Departure and Mezzanine Levels	Interior build out of new Southwest Airlines demised premises. All branded signage and displays. Relocation of Southwest operations.
4. Concourse	New gate millwork and equipment. Interior build out of new Southwest Airlines demised premises. All branded signage and displays. Relocation of Southwest operations.
5. Gate Systems	Upgrade the battery chargers for Southwest electric GSE. Revised gate striping.
TOTAL PROJECTED COST	\$16,147,000

Schedule 1 – Attachment A
T1 Relocations

In general, the T1 Relocations are improvements that are:

- (a) Necessary for the relocation of other tenants and functions to support the Terminal 1 Renovations.

Specifically, the T1 Relocation's include, but are not limited to:

Scope Component	Description
1. Relocations	The relocation of US Airways to Terminal 3, including the relocation of other parties in Terminal 3 as necessary.
TOTAL PROJECTED COST	\$14,657,000

Schedule 1 – Attachment A

T1 Airline Renovations

In general, Airline Renovations are improvements that are:

- (a) Usable by any airline operating in Terminal 1.
- (b) To the parts of the building classified as “airline.”
- (c) In cases of base building infrastructure, the portion of the improvement allocated to Airline is based on the ratio of Airline to Public space in Terminal 1.

The specific components are listed below.

Scope Component	Description
2. West Ticketing – Arrivals Level	The renovation of the arrivals level on the west side of the ticketing building, including installation of new baggage claim devices, replacement of MEP systems and building finishes and a voluntary seismic upgrade.
3. Pump Room	Modify the existing Pump Room and construct a new Pump Room to align the functionality of Terminal 1 systems with the capabilities afforded by the new Central Utility Plant.
4. West Ticketing – Departure and Mezzanine Levels	The renovation of the departure and mezzanine levels on the west side of the ticketing building, including new ticket counters, replacement of MEP systems and building finishes, a voluntary seismic upgrade and roof replacement. Install a new curbside canopy and make building façade improvements.
5. Inline Checked Baggage Inspection System and Facilities	The installation of a new inline baggage screening system. Also includes the renovation of the east side of the arrivals level of the ticketing building to enable the installation of the inline baggage system and a voluntary seismic upgrade.
6. Temporary Baggage System	The installation of a temporary baggage screening system to enable the removal of the EDS machines from the ticketing lobby.
7. East Ticketing – Departure and Mezzanine Levels	The renovation of the departure and mezzanine levels on the east side of the ticketing building, including the expansion of the building, replacement of MEP systems and building finishes, a voluntary seismic upgrade and roof replacement to provide for a new security screening checkpoint. Install a new curbside canopy and make building façade improvements.

Schedule 1 – Attachment A
T1 Airline Renovations

Scope Component	Description
8A. Concourse – Phase I	Renovate the entire concourse, replacing and upgrading MEP systems, completing a voluntary seismic upgrade and replacing the roof. Expand the north half of the concourse to provide a reconfigured layout to holdrooms and concessions. Reconfigure support space on the lower level to accommodate relocated functions.
8B. Concourse – Phase II	Renovate the entire concourse, replacing and upgrading MEP systems, completing a voluntary seismic upgrade and replacing the roof. Expand the north half of the concourse to provide a reconfigured layout to holdrooms and concessions. Reconfigure support space on the lower level to accommodate relocated functions.
9. Central Ticketing (Arrivals, Departures, Food Court and Holdrooms 12A/B)	Renovate the central area of the ticketing building including the arrivals level, departures level and holdrooms 12A/B. These renovations include upgrading MEP Systems and also the finishes. In addition, replacement of existing security checkpoint with a renovated / expanded food court and also new restrooms.
10A. Information Technology Infrastructure	Installation of a terminal wide premise distribution system, paging system, and Wi-Fi infrastructure backbone along with the build out of all terminal telecommunication rooms and exterior building utility tie-ins. These renovations include the beneficial use of the noted systems as remodeled areas become operational through final turnover
10B. Information Technology – Final Testing, Activation, Turnover, and Closeout	Final testing activation, turnover, and closeout of information systems
11. Gate Systems, Gates 9	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.

Schedule 1 – Attachment A**T1 Airline Renovations**

Scope Component	Description
12. Gate Systems, Gates 11A/B	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.
13A. Gate Systems, Gates 13, 15, 17A, 17B, 18A, 18B	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.
13B. Gate Systems, Gates 14 & 16	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.
14. Gate Systems, Gate 12B	Reconfiguration of the aircraft parking to accommodate full B737-800W parking at 13 gates, including new apron paving, striping and fuel hydrant pit relocations. Replacement of all passenger loading bridges, 400Hz, pre-conditioned air and potable water equipment. Upgrade the battery chargers for GSE. Install a new fire water loop under the apron of the building.
TOTAL PROJECTED COST	\$274,402,000

Schedule 1 – Attachment A

T1 Terminal Renovations

In general, Terminal Renovations are the improvements that are:

- (a) Expansion of the overall building footprint and envelope.
- (b) To the public areas of the building.
- (c) In cases of base building infrastructure, the portion of the improvement allocated to the Terminal is based on the ratio of Airline to Public space in Terminal 1.

The specific components are listed below.

Scope Component	Description
2. West Ticketing – Arrivals Level	The renovation of the arrivals level on the west side of the ticketing building, including installation of new baggage claim devices, replacement of MEP systems and building finishes and a voluntary seismic upgrade.
3. Pump Room	Modify the existing Pump Room and construct a new Pump Room to align the functionality of Terminal 1 systems with the capabilities afforded by the new Central Utility Plant.
4. West Ticketing – Departure and Mezzanine Levels	The renovation of the departure and mezzanine levels on the west side of the ticketing building, including new ticket counters, replacement of MEP systems and building finishes, a voluntary seismic upgrade and roof replacement. Install a new curbside canopy and make building façade improvements.
5. Inline Checked Baggage Inspection System and Facilities	The installation of a new inline baggage screening system. Also includes the renovation of the east side of the arrivals level of the ticketing building to enable the installation of the inline baggage system and a voluntary seismic upgrade.
7. East Ticketing – Departure and Mezzanine Levels	The renovation of the departure and mezzanine levels on the east side of the ticketing building, including the expansion of the building, replacement of MEP systems and building finishes, a voluntary seismic upgrade and roof replacement to provide for a new security screening checkpoint. Install a new curbside canopy and make building façade improvements.

Schedule 1 – Attachment A**T1 Terminal Renovations**

Scope Component	Description
8A. Concourse – Phase I	Renovate the entire concourse, replacing and upgrading MEP systems, completing a voluntary seismic upgrade and replacing the roof. Expand the north half of the concourse to provide a reconfigured layout to holdrooms and concessions. Reconfigure support space on the lower level to accommodate relocated functions.
8B. Concourse – Phase II	Renovate the entire concourse, replacing and upgrading MEP systems, completing a voluntary seismic upgrade and replacing the roof. Expand the north half of the concourse to provide a reconfigured layout to holdrooms and concessions. Reconfigure support space on the lower level to accommodate relocated functions.
9. Central Ticketing (Arrivals, Departures, Food Court and Holdrooms 12A/B)	Renovate the central area of the ticketing building including the arrivals level, departures level and holdrooms 12A/B. These renovations include upgrading MEP Systems and also the finishes. In addition, replacement of existing security checkpoint with a renovated / expanded food court and also new restrooms.
10A. Information Technology Infrastructure	Installation of a terminal wide premise distribution system, paging system, and Wi-Fi infrastructure backbone along with the build out of all terminal telecommunication rooms and exterior building utility tie-ins. These renovations include the beneficial use of the noted systems as remodeled areas become operational through final turnover
10B. Information Technology – Final Testing, Activation, Turnover, and Closeout	Final testing activation, turnover, and closeout of information systems
TOTAL PROJECTED COST	\$220,742,000

Schedule 2
Maintenance Schedule
Revised - 5/25/2017

	All Areas	Demised Premises	Equipment Lease	Terminal Public Areas	Building Exterior and/or Ramp
EQUIPMENT					
Passenger loading bridges, generators, pre-conditioned air, potable water systems	N/A	N/A	Tenant at Preferential Gate Holdrooms	N/A	Tenant at Preferential Gate Holdrooms
Centralized 400Hz Jet aircraft power system to support passenger boarding bridges	Tenant	N/A	Tenant	N/A	Tenant
Inbound baggage systems, including security doors, lighting, conveyors and related equipment(PLC's, MCP's, etc)	N/A	Tenant	Tenant	N/A	N/A
Outbound baggage systems, including security doors, lighting, conveyors and related equipment(PLC's, MCP's, etc)	N/A	Tenant	Tenant	N/A	N/A
Interline bag belt systems and carousels	Tenant	N/A	N/A	N/A	N/A
Ticket counters	N/A	Tenant	N/A	N/A	N/A
Battery Chargers	By Owner	N/A	N/A	N/A	N/A
In-ground Fuel Pits and Fuel Lines	N/A	N/A	Tenant	N/A	Tenant
BASE BUILDING SYSTEMS					
Fire sprinkler and fire-life-safety systems	Landlord, unless modified by Tenant				
Master electrical panels and main electrical equipment	Landlord				
Electrical equipment, sub-panels, and distribution	Landlord	Tenant	N/A	Landlord	N/A
Light bulbs, fixtures, and components	N/A	Tenant	N/A	Landlord	Landlord
Specialty Architectural Light Fixtures and Signage installed by Tenant including bulb replacement	Tenant	Tenant	N/A	Tenant	Tenant
Telephone and data lines	N/A	Tenant	N/A	N/A	N/A
Telecommunications conduits serving two or more prime tenants/prime users	Landlord	N/A	N/A	N/A	N/A
Shared water and sewer lines	Landlord	N/A	N/A	N/A	N/A
Single user water and sewer system from main, meter or shared system to and including Demised Premises	N/A	Tenant	N/A	Landlord	Landlord
HVAC systems connected to Landlord provided chilled/hot water	Landlord	N/A	N/A	N/A	N/A
HVAC stand alone systems	Tenant				
LAWA ACAMS	Landlord				
PAVEMENT					

Schedule 2
Maintenance Schedule
Revised - 5/25/2017

	All Areas	Demised Premises	Equipment Lease	Terminal Public Areas	Building Exterior and/or Ramp
Spill removal	N/A	Tenant	N/A	Tenant to the extent caused by Tenant	Tenant to the extent caused by Tenant
Scheduled ramp sweeping, scrubbing	N/A	N/A	N/A	N/A	Tenant at Preferential Gate Holdrooms
Surface markings, including lead-in lines, nose wheel, aircraft safety envelope, and equipment staging	N/A	N/A	N/A	N/A	Tenant at Preferential Gate Holdrooms
Ramp paved surfaces	N/A	N/A	N/A	N/A	Landlord
Guardrails protecting Landlord property	N/A	N/A	N/A	N/A	Landlord
Ramp-side dumpster and trash removal	Landlord	N/A	N/A	N/A	Tenant at Preferential Gate Holdrooms
STRUCTURAL ELEMENTS					
Building exterior and roof, incl. glass	Landlord	N/A	N/A	N/A	N/A
Entrance doors from/to or within Demised Premises, incl. Locks	N/A	Tenant	N/A	Tenant	N/A
Carpeted areas: interior partitions, doors, finishes, furnishings, treatments, seating	N/A	Tenant	N/A	Landlord	N/A
Hard floor areas, including restrooms: interior partitions, doors, finishes, furnishings, treatments, seating	N/A	Tenant	N/A	Landlord	N/A
JANITORIAL					
Basic Janitorial	N/A	Tenant at Preferential Holdrooms	N/A	Landlord	Landlord (window cleaning only)
High Areas, includes ceilings, air conditioning grids and specialty architectural finishes	N/A	Tenant at Preferential Holdrooms	N/A	Landlord	N/A
Passenger loading bridges	N/A	N/A	Tenant at Preferential Holdrooms	N/A	N/A
Carpeted areas: floors, furnishings, and trash receptacles, seating	N/A	Tenant at Preferential Holdrooms	N/A	Landlord	N/A
Hard floor areas, including restrooms: floors, furnishings, trash receptacles and seating	N/A	Tenant at Preferential Holdrooms	N/A	Landlord	N/A
Apron	Landlord				
ART and LANDSCAPING installed by Tenant	Tenant	N/A		N/A	N/A

NOTES

1-LAWA will continue to maintain all holdrooms, baggage systems, ramp scrubbing and passenger boarding bridges (and associated equipment) as of the lease commencement date, Tenant responsibility will commence upon 60-day notice transmitted by the Executive Director, and/or his designee.

2-A survey of all equipment shall be performed by LAWA and the tenant at least 30 days prior to the transfer of maintenance responsibilities in order identify pre-existing conditions.

3 -The Landlord's maintenance and repair responsibilities are limited to the activities designated on this exhibit.

Schedule 2
Maintenance Schedule
Revised - 5/25/2017

	All Areas	Demised Premises	Equipment Lease	Terminal Public Areas	Building Exterior and/or Ramp
--	-----------	------------------	-----------------	-----------------------	-------------------------------

4-The Tenant's maintenance and repair responsibilities shall also include, in addition to the above, areas and equipment that are not designated on this exhibit and which are not subject to any agreement between the Landlord and a third party for maintenance and repair.

5-The tenant shall establish, maintain and report a complete Quality Control program for LAWA-owned equipment that is acceptable to the Landlord in the form that the Landlord requires in accordance with LAWA standards and specifications in regards to routine performance requirements and typical maintenance services.

6-LAWA has the right to perform Quality Assurance Inspections on all LAWA-owned equipment and will require tenant to operate and maintain to LAWA standards.

7-Maintenance Schedule shall be updated at least 6 months prior to the completion of the Terminal 1 Construction Program in order to delineate responsibilities going forward.

Administrative Requirements

Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. **This Packet should be bound separately from other parts of your bid/proposal and clearly labeled "Administrative Requirements Packet"**. Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports
Procurement Services Division
P O Box 92216
Los Angeles, CA 90009-2216
Phone: (424) 646-5380
Fax: (424) 646-9262
E-mail: ProcurementRequirements@lawa.org
Internet: www.lawa.org -> About LAWA -> Business Opportunities
- > Administrative Requirements

1. AFFIRMATIVE ACTION

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Attachment:

- Non-discrimination, Equal Employment Practices, and Affirmative Action Program Provisions

2. CHILD SUPPORT OBLIGATIONS

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10 et seq., contractors and subcontractors performing work for the City must comply with all reporting requirements and

Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

Attachment:

- Child Support Obligations Provisions

3. CONTRACTOR RESPONSIBILITY PROGRAM

Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, the Contractor Responsibility Program (CRP) is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

Bidders/Proposers are required to complete and submit with the bid/proposal the attached "Contractor Responsibility Program Questionnaire" that provides information LAWA needs in order to determine if the Bidder/Proposer is responsible and has the capability to perform the contract. The information contained in the CRP Questionnaire is subject to public review for a period of not less than 14 days. Bidders/Proposers are also required to complete, sign and submit with the bid/proposal the attached "Contractor Responsibility Program Pledge of Compliance." Bidders/Proposers are also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work.

Attachments:

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

4. EQUAL BENEFITS ORDINANCE

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of the Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO). The EBO requires City contractors who provide benefits to employees with spouses provide the same benefits to employees with domestic partners. Domestic partners are defined as two adults living together, jointly responsible for living expenses, committed to an intimate and caring relationship and registered as domestic partners with a governmental entity.

Bidders/Proposers/Lessees must submit the Equal Benefits Ordinance Compliance Affidavit (2 pages) with Bid/Proposal/Lease.

The Equal Benefits Ordinance Compliance Affidavit shall be valid for a period of twelve months. Bidders/Proposers/Lessees do not need to submit supporting documentation with their bids or proposals or leases. However, the City may request supporting documentation to verify that the

benefits are provided equally as specified on the Equal Benefits Ordinance Compliance Affidavit.

Bidders/Proposers/Lessees seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org> or call Procurement Services at (424) 646-5380.

Attachment:

- EBO Compliance Affidavit

5. FIRST SOURCE HIRING PROGRAM

Pursuant to Resolution No. 22674 adopted by Board of Airport Commissioners on April 18, 2005, any contract awarded July 1, 2005 and thereafter shall be subject to the applicable provisions of the First Source Hiring Program (FSHP) for LAX airport jobs. This program will provide early access to targeted applicants for available LAX airport jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants.

All Contractors, Lessees, Licensees, and Construction Contractors with non-trade jobs, with new, amended, or renewed contracts will be required to participate in this program. As such, the FSHP will be incorporated as a material term of all LAX airport contracts, lease agreements and licensing or permitting agreements.

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

Failure to comply with this contract provision may result in liquidated damages of \$1,000.00.

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6053 W. Century Blvd., 3rd Floor, Los Angeles, CA 90045, (424) 646-7300, (424) 646-9257 fax., web: www.lawa.org/bjrc.

6. INSURANCE

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to commencing work, the selected Bidder/Proposer must provide evidence of insurance that conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer must provide acceptable evidence of insurance as explained in the attachments prior to commencing work on the contract. Said acceptable evidence of insurance

must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

Attachments:

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at www.lawa.org -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

7. LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements are as follows: (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

Compliance with LWO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business (for lessees and licensees only)), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- Employee Information Form
- Subcontractor Information Form

All the forms pertaining to LWO compliance are available at: http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO compliance at LAWA, please contact us at 424-646-5380 or procurementrequirements@lawa.org.

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

8. MUNICIPAL LOBBYING ORDINANCE

The City's Municipal Lobbying Ordinance, Los Angeles Municipal Code, Section 48.09 requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal will render the bid/proposal non-responsive.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street
City Hall, 24th Floor
Los Angeles, California 90012
(213) 978-1960
(213) 978-1988 [Fax]
ethics.commission@lacity.org
Web: <http://ethics.lacity.org>

Attachments:

- Municipal Lobbying Ordinance, available at http://www.lawa.org/welcome_LAWA.aspx?id=586
- Bidder Certification CEC Form 50, available at http://www.lawa.org/welcome_LAWA.aspx?id=586

9. ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

Contractor shall comply with the provisions of the Alternative Fuel Vehicle Requirement Program adopted by the Board pursuant to Resolution No. 22554 and the LAWA Rules and Regulations promulgated thereunder. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are attached.

Checklist

Administrative Requirements Checklist

BIDDERS/PROPOSERS (PRIME CONTRACTORS) MUST SUBMIT THE FOLLOWING ORIGINAL, SIGNED DOCUMENTS, WITH THEIR PROPOSAL, AS INDICATED

1. CONTRACTOR RESPONSIBILITY PROGRAM

- ☐ Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- ☐ Is the Questionnaire enclosed in the Packet?
- ☐ Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- ☐ Is the Pledge of Compliance enclosed in the Packet?

2. EQUAL BENEFITS ORDINANCE

- ☐ Is the EBO Compliance Affidavit Form completed and signed?
- ☐ Is the Form enclosed in the Packet?

3. MUNICIPAL LOBBYING ORDINANCE

- ☐ Is the required Bidder Certification CEC Form 50 completed and signed?
- ☐ Is the Certification enclosed in the Packet?

THE FOLLOWING REQUIREMENTS DO NOT REQUIRE THE COMPLETION OF FORMS BUT MAY BE INCORPORATED AS PROVISIONS OF THE CONTRACT:

4. AFFIRMATIVE ACTION

- ☐ Have you read and agreed with the City of Los Angeles' Non-discrimination, Equal Employment and Affirmative Action provisions?

5. CHILD SUPPORT OBLIGATIONS

- ☐ Have you read and agreed with Child Support Obligations provisions?

6. FIRST SOURCE HIRING PROGRAM

- ☐ Have you read and agreed with First Source Hiring Program provisions?

7. LIVING WAGE ORDINANCE

If you are claiming exemption from said Ordinances:

- ☐ Is the appropriate Exemption form completed and signed?
- ☐ Is the Exemption form enclosed in the Packet?

Affirmative Action

Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Sections 10.8-10.13

Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities, shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving nondiscrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Opportunity Program.

Section History: Based on Ord. No. 132,533, Eff. 7-25-66; Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00.

Sec. 10.8.1. Definitions.

The following definitions shall apply to the following terms used in this article:

"Awarding Authority" means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

"Contract" means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City of Los Angeles or to the public, which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

"Contractor" means any person, firm, corporation, partnership, or any combination thereof, who submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

"Domestic partners" means, for purposes of this Article, any two adults, of the same or different sex, who have registered with a governmental entity pursuant to state or local law authorizing this registration or with a internal registry maintained by an employer of at least one of the domestic partners.

"Employment Practices" means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

"Office of Contract Compliance" is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

"Subcontractor" means any person, firm or corporation or partnership, or any combination thereof who enters into a contract with a contractor to perform or provide a portion or part of any contract with the City.

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 164,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 168,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-9-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,115, Eff. 4-12-03.

Sec. 10.8.1.1. Summary of Thresholds.

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

Non-discrimination Practices as outlined in Section 10.8.2 of this Code, apply to all contracts.

Equal Employment Practices as outlined in Section 10.8.3 of this Code, apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

Affirmative Action Program as outlined in Sections 10.8.4 and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

Section History: Added by Ord. No. 173,186, Eff. 5-22-00.

Sec. 10.8.2. All Contracts: Non-discrimination Clause.

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los

Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Added by Ord. No. 172,908, Eff. 1-9-00; Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 9-22-04.

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records

pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs C., Ord. No. 168,244, Eff. 10-18-92; Ord. No. 173,186, Eff. 5-22-00; Subsec. F Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such contract:

A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by

the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.

H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve

or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

(1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

(2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract

Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,186, Eff. 5-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

Child Support Obligations

Sec. 10.10. Child Support Assignment Orders.

a. Definitions.

1. **Awarding Authority** means a subordinate or component entity or person of the City (such as a City department or Board of Commissioners) that has the authority to enter into a contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

2. **Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies, or the rendering of any service to the City of Los Angeles or to the public which is let, awarded or entered into with, or on behalf of, the City of Los Angeles or any awarding authority thereof.

3. **Contractor** means any person, firm, corporation, partnership or any combination thereof which submits a bid or proposal or enters into a contract with any awarding authority of the City of Los Angeles.

4. **Subcontractor** means any person, firm, corporation, partnership or any combination thereof who enters into a contract with a contractor to perform or provide a portion of any contract with the City.

5. **Principal Owner** means any person who owns an interest of 10 percent or more in a contractor or subcontractor as defined herein.

b. **Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

subcontractor or principal owner thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

c. **Notice to Bidders.** Each awarding authority shall be responsible for giving notice of the provisions of this ordinance to those who bid on, or submit proposals for, prospective contracts with the City.

d. **Current Contractor Compliance.** Within 30 days of the operative date of this ordinance, the City, through its operating departments, shall serve upon existing contractors a written request that they and their subcontractors (if any) comply with all applicable State and Federal employment reporting requirements for the contractor and subcontractor's employees, that they certify that the principal owner(s) of the contractor and any subcontractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor and subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor and subcontractor will maintain such compliance throughout the term of the contract.

e. **City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

f. Report of Employees Names to District Attorney.

1. The City shall maintain its current practice of assisting the District Attorney's support enforcement activities by annually reporting to the Los Angeles County District Attorney the names of all of its employees and retirees so that the District Attorney may identify those employees and retirees subject to Wage and Earnings Assignment Orders and Notices of Assignment and may establish court orders for support, where appropriate. Should the District Attorney so request it, the City will provide such information on a more frequent basis.

2. All applicants for employment with the City of Los Angeles will be asked to acknowledge their responsibility to comply with any court-ordered support obligations and will be advised of the City's practice of assisting the District Attorney as described in the provisions of Subsection f.1., above.

SECTION HISTORY

Added by Ord. No. 172,401, Eff.2-13-99.

Contractor Responsibility Program

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
QUESTIONNAIRE FOR PROSPECTIVE TENANTS**

On December 4, 2001, the Board of Airport Commissioners adopted Resolution No. 21601, establishing LAWA's Contractor Responsibility Program (CRP). The intent of the program is to ensure that all LAWA tenants have the necessary quality, fitness and capacity to comply with the terms of the lease. To assist LAWA in making this determination, each prospective tenant is required to complete and submit the attached CRP Questionnaire prior to award of the new lease. The submitted CRP questionnaire will become public record and information contained therein will be available for public review for at least fourteen (14) calendar days prior to the award of the new lease, except to the extent that such information is exempt from disclosure pursuant to applicable law.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and submit this questionnaire as required may render the prospective tenant non-compliant with the terms of the lease and result in non-award of the proposed lease. During the review period if the prospective tenant is found non-responsible, he/she is entitled to an Administrative Hearing, if a written request is submitted to LAWA within ten (10) working days from the date LAWA issued the non-responsibility notice. Final determination of non-responsibility will result in sanctions as outlined in the CRP Rules and Regulations for Leases.

All questionnaire responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the CRP Questionnaire Attachment A. Submit the completed and signed Questionnaire and all attachments to LAWA. Retain a copy of this completed questionnaire for future reference. Tenants shall submit updated information to LAWA within thirty (30) days if changes have occurred that would make any of the responses inaccurate in any way.

A. LEASE DESCRIPTION AND LOCATION:

TERMINALS FACILITIES

B. TENANT INFORMATION:

SOUTHWEST AIRLINES
Legal Name DBA
2702 LOVE FIELD DRIVE DALLAS TX 75235
Street Address City State Zip
STEVE HUBBELL, AIRPORT AFFAIRS 214-792-5169
Contact Person, Title Phone Fax

C. TYPE OF SUBMISSION:

- ☐ An initial submission of a CRP Questionnaire. **Please complete all questions and sign Attachment A.**
- ☐ Changes being reported. CRP Questionnaire dated ____/____/____ and previously submitted to LAWA is being updated. **Please complete all questions and sign Attachment A.**
- ☒ No changes being reported. CRP Questionnaire dated ____/____/____ and previously submitted to LAWA has no changes. **Please sign below and return this page.**

I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the firm submitted the last CRP Questionnaire to LAWA.

Print Name, Title Bob Montgomery Signature  Date MAY 26 2017
Vice President - Airport Affairs

A. OWNERSHIP AND NAME CHANGES

1. In the past five (5) years, has your firm changed name?

☐ Yes ☒ No

If **Yes**, list on Attachment A, all the principals' names, prior legal and D.B.A. names, addresses, and the dates when used. Explain the specific (s) reason for each name change.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

2. In the past five (5) years, has your firm ever been the debtor in a bankruptcy proceeding?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances and dates surrounding each instance.

3. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf or a firm where you were the principal?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

C. PERFORMANCE HISTORY

4. In the past five (5) years, has your firm ever defaulted under a lease agreement with a governmental entity or with a private individual or entity leading to termination of the lease?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance.

D. COMPLIANCE

5. In the past five (5) years, has your firm or any of its partners, or officers, been penalized for or been found to have violated any Federal, State, or local laws in the performance of a lease agreement, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

E. BUSINESS INTEGRITY

6. In the past five (5) years, has your firm been convicted of, or been found liable in a civil suit for making a false claim(s) or material misrepresentation(s) to any private or governmental entity in the United States?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and the outcome and current status.

7. In the past five (5) years, has your firm or any of its executives and management personnel, been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government lease agreement; or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes

☒ No

If **Yes**, explain on Attachment A the specific circumstances surrounding each instance, including the entity involved, the specific infraction(s), the dates of such instances, and current status.

ATTACHMENT "A"
FOR ANSWERS TO QUESTIONS IN SECTIONS A THROUGH E

Use the space below to provide required additional information or explanation(s). Information submitted on this sheet must be typewritten. Indicate the question for which you are submitting the additional information. Information submitted on this Attachment will be available for public review, except to the extent that such information is exempt from disclosure pursuant to applicable law. **Insert additional Attachment A pages as necessary.**

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this CRP Questionnaire. I further certify that I am responsible for the completeness and accuracy of the answers to each question, and that all information provided in response to this Questionnaire is true to the best of my knowledge and belief.

Bob Montgomery
Vice President - Airport Affairs



MAY 26 2017

Print Name, Title

Signature

Date

**LOS ANGELES WORLD AIRPORTS
CONTRACTOR RESPONSIBILITY PROGRAM
PLEDGE OF COMPLIANCE FOR LEASES**

The Los Angeles World Airports (LAWA) Contractor Responsibility Program (Board Resolution #21601) provides that, unless specifically exempted, LAWA Tenants for leases that require the Board of Airport Commissioners' approval shall comply with all applicable provisions of the LAWA Contractor Responsibility Program. Tenants for leases subject to the CRP are required to complete and submit this Pledge of Compliance with the lease agreement.. In addition, within ten (10) days of execution of any sublease agreement, the Tenant shall submit to LAWA this Pledge of Compliance from each Subtenant listed as performing work on, or otherwise occupying, the leasehold premises.

The Tenant agrees to comply with the Contractor Responsibility Program and the following provisions:

- (a) To comply with all applicable Federal, State, and local laws that apply to the lease agreement, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation that may result in a finding that the Tenant is not in compliance with paragraph (a).
- (c) To notify LAWA within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the Tenant has violated paragraph (a).
- (d) To ensure that Subtenants occupying space through any Sublease in connection with a LAWA lease agreement shall complete and sign a Pledge of Compliance attesting under penalty of perjury to compliance with paragraphs (a) through (c) herein. To submit to LAWA the completed Pledges.
- (e) To notify LAWA within thirty (30) days of becoming aware of an investigation, violation or finding of any applicable Federal, State, or local law involving any Subtenant(s) in the LAWA lease agreement.
- (f) To cooperate fully with LAWA during an investigation and to respond to request(s) for information within ten (10) working days from the date of the Notice to Respond.

Failure to sign and submit this form to LAWA as required may render the Tenant non-compliant with the terms of the lease and subject to CRP sanctions.

Southwest Airlines 2702 Love Field Dr. Dallas, TX 75235
Company Name, Address and Phone Number

 MAY 26 2017
Signature of Officer or Authorized Representative Date
Bob Montgomery
Vice President - Airport Affairs

Print Name and Title of Officer or Authorized Representative

Project Title

Equal Benefits Ordinance

LAWA EBO COMPLIANCE

FOR LAWA CONTRACTORS ONLY

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Southwest Airlines Co.
Company Address: 2702 Love Field Dr.
City: Dallas State: TX Zip: 75235
Contact Person: Cindy Fox Phone: 214-792-4046 E-mail: Cindy.Fox@wnco.com
Approximate Number of Employees in the United States: 54,000
Approximate Number of Employees in the City of Los Angeles: 910

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

LAWA EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐ Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Southwest Airlines will comply with the Equal Benefits Ordinance requirements
Company Name

as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 26 day of May, in the year 2017, at Dallas, TX
(City) (State)

Signature Bob Montgomery
Mailing Address 2702 Love Field Pr.
Dallas, TX 75235
City, State, Zip Code
741563240
EIN/TIN

Name of Signatory (please print) Vice President - Airport Affairs
Title

First Source Hiring

FIRST SOURCE HIRING PROGRAM

Pursuant to Resolution No. 22674 adopted by Board of Airport Commissioners on April 18, 2005, any contract awarded July 1, 2005 and thereafter shall be subject to the applicable provisions of the First Source Hiring Program (FSHP) for LAX airport jobs. This program will provide early access to targeted applicants for available LAX airport jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants.

All Contractors, Lessees, Licensees, and Construction Contractors with non-trade jobs, with new, amended, or renewed contracts will be required to participate in this program. As such, the FSHP will be incorporated as a material term of all LAX airport contracts, lease agreements and licensing or permitting agreements.

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

Failure to comply with this contract provision may result in liquidated damages of \$1,000.00.

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6053 W. Century Blvd., 3rd Floor, Los Angeles, CA 90045, (424) 646-7300, (424) 646-9257 fax., web: www.lawa.org/bjrc.

Insurance

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS

NAME: **SOUTHWEST AIRLINES CO.**
AGREEMENT / ACTIVITY: **Ground lease located between Terminals 1 and 2 at LAX. Southwest will be developing Terminal 1.5 on the site.**
LAWA DIVISION: **Commercial Development Group**

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" is the minimum required and must be at least the level of the limits indicated. All limits are per occurrence unless otherwise specified.

LIMITS

- (X) Workers' Compensation (Statutory)/Employer's Liability
(X) Voluntary Compensation Endorsement
(X) Waiver of Subrogation, specifically naming LAWA
(Please see attached supplement)

Statutory

- (X) Automobile Liability - covering owned, non-owned & hired auto

\$10,000,000 CSL

- (X) Aviation/Airport or Commercial General Liability, including the following coverage:

\$50,000,000

- (X) Premises and Operations
- (X) Contractual (Blanket/Schedule)
- (X) Independent Contractors
- (X) Personal Injury
- (X) Products /Completed Operations
- (X) Damage to Premises Rented to You (minimum \$1 million each occurrence)
- () Liquor Liability
- (X) Explosion, Collapse & Underground
(required when work involves digging, excavation, grading or use of explosive materials.)
- () Hangarkeepers Legal Liab.
- (X) Additional Insured Endorsement, specifically naming LAWA
(Please see attached supplement).

- (X) Property Insurance

- (X) Building, including contents
All Risk/Special Form Coverage, including flood and earthquake
LAWA named additional insured and loss payee

100% Replacement Cost

- (X) Tenant improvements
All Risk/Special Form Coverage, including flood and earthquake
LAWA named loss payee

100% Replacement Cost

- (X) Waiver of subrogation naming LAWA
(Please see attached supplement)

- (X) Builder's Risk Insurance
All Risk/Special Form Coverage, including flood and earthquake
LAWA named loss payee
Required if property or building ultimately revert to City

Total project value -
100% Replacement Cost

- (X) Pollution Legal Liability

*** Must meet contractual requirements

\$ ***

CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OWN OR HIRED EQUIPMENT AND SHALL HOLD AIRPORT HARMLESS FROM LOSS, DAMAGE OR DESTRUCTION TO SUCH EQUIPMENT.

INSURANCE COMPANIES WHICH DO NOT HAVE AN AMBEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE REVIEWED FOR ACCEPTABILITY BY RISK MANAGEMENT.

INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS (SUPPLEMENT)

The only evidence of insurance accepted will be either a Certificate of Insurance and/or a True and Certified copy of the policy. The following items must accompany the form of evidence provided:

- **Endorsements:**

1. Workers Compensation Waiver of Subrogation Endorsement
(WC 04 03 06 or similar)
2. General Liability Additional Insured Endorsements
(ISO Standard Endorsements)
3. Property Insurance Waiver of Subrogation Endorsement

****All endorsements must specifically name in the schedule:

The City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents.

A BLANKET/AUTOMATIC ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.

- A typed legible name of the Authorized Representative must accompany the signature on the Certificate of Insurance and/or the True and Certified copy of the policy.

Insurance

Contractor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified herein. The specified insurance shall also, either by provisions in the policies or by endorsement attached to such policies, specifically name the City of Los Angeles, Los Angeles World Airports, its Board of Airport Commissioners (hereinafter referred to as "Board"), and all of its officers, employees, and agents, their successors and assigns, as additional insureds, against the area of risk described herein as respects Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor on Airport.

With respect to Workers' Compensation, the Contractor shall, by specific endorsement, waive its right of subrogation against the City of Los Angeles, Los Angeles World Airports, its Board, and all of its officers, employees and agents, their successors and assigns.

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and fire and extended coverages) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."

All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airport where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director of the Department of Airport (hereinafter referred to as "Executive Director") based upon the nature of Contractor's operations and the type insurance involved.

City shall have no liability for any premiums charged for such coverage(s). The inclusion of City, its Department of Airports, its Board, and all of its officers, employees and agents, and their agents and assigns, as insureds, is not intended to, and shall not, make them, or any of them a partner or joint venture with Contractor in its operations at Airport.

In the event Contractor fails to furnish City evidence of insurance and maintain the insurance as required, City, upon ten (10) day prior written notice to comply, may (but shall not be required to) procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof plus fifteen percent (15%) for administrative overhead.

At least ten (10) days prior to the expiration date of any of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with City. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with City evidence that the required insurance has been reinstated or provided through another insurance company or companies.

Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by a broker's letter acceptable to the Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to the Executive Director. The documents evidencing all specific coverages shall be filed with City prior to Contractor occupying the premises hereunder. The documents shall contain the applicable policy number, the inclusive dates of policy coverages and the insurance carrier's name, shall bear signature and the typed name of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage or nonrenewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

City and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by Executive Director, who may thereafter require Contractor to adjust the amounts of insurance coverage to whatever amount Executive Director deems to be adequate. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

City Held Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Contractor and/or Contractor's agents or employees) by reason of injury to, or death of, any person(s) (including Contractor and/or Contractor's agents or employees), or for damage to, or destruction of, any property (including property of Contractor and/or Contractor's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Contractor's and/or Sub-Contractor's performance of the Contract, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees. Provided, however, that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from or relate to Contractor's performance of a "Construction Contract" as defined by California Civil Code section 2783, this paragraph shall not be construed to require Contractor to indemnify or hold City harmless to the extent such suits, causes of action, claims, losses,

demands and expenses are caused by the City's sole negligence, willful misconduct or active negligence. Provided further that where such suits, claims, causes of action, liability, losses, damages, demands or expenses arise from Consultant's design professional services as defined by California Civil Code section 2782.8, Consultant's indemnity obligations shall be limited to allegations, suits, claims, causes of action, liability, losses, damages, demands or expenses arising out of, pertaining to, or relating to the Consultant's negligence, recklessness or willful misconduct in the performance of the Contract.

In addition, Contractor agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Contractor violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Contractor agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Survival. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Hazardous and Other Regulated Substances

(a) Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

(b) In the case of any hazardous substance spill, leak, discharge or improper storage on the premises or contamination of same by any person, Contractor agrees to make or cause to be made any necessary repairs or corrective actions as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by Contractor or its employees, servants, agents, contractors or subcontractors which affects other property of City or its tenants' property, Contractor agrees to make or cause to be made any necessary corrective actions to clean up and remove any spill, leakage or contamination to the satisfaction of Executive Director. If Contractor fails to repair, cleanup, properly dispose of or take any other corrective actions as required herein, City may (but shall not be required to) take all steps it deems necessary to properly repair, clean up or otherwise correct the conditions resulting from the spill, leak or contamination. Any such repair, clean-up or corrective actions taken by City shall be at Contractor's sole cost and expense and Contractor shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, clean-up or corrective action it takes.

(c) If Contractor installs or uses already installed underground storage tanks, pipelines or other improvements on the specified premises for the storage, distribution, use, treatment or disposal of any hazardous substances, Contractor agrees, upon the expiration and/or termination of this Consent, to remove and/or clean up, at the sole option of Executive Director, the above-referred to improvements. Said removal and/or clean-up shall be at Contractor's sole cost and expense and shall be undertaken and completed in full compliance with all federal, state and local laws and regulations, as well as with the reasonable directions of Executive Director.

(d) Contractor shall promptly supply City with copies of all notices, reports, correspondence and submissions made by Contractor to any governmental entity regarding any hazardous substance spill, leak, discharge or clean-up including all test results.

(e) The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Frequently Asked Questions about LAWA Insurance Requirements

RISK MANAGEMENT'S INSURANCE COMPLIANCE SECTION

1. **When should I comply with the Insurance Requirements?** The Risk Management Division's Insurance Compliance section is the first place to start if your proposal has been accepted or you have been awarded the bid. You cannot perform any work for the Department without approved evidence of insurance. Please be aware that if current evidence of insurance is not on file with the Insurance Compliance Section, invoices cannot be processed, badges cannot be issued and permits can not be processed.

OUR ACCOUNTING DIVISION HAS BEEN INSTRUCTED BY THE CITY CONTROLLER NOT TO PROCESS INVOICES UNLESS CURRENT EVIDENCE OF INSURANCE IS IN PLACE.

2. **What does LAWA consider as Acceptable Evidence of insurance?**

The only acceptable evidence of insurance is either a Certificate of Insurance or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:

- a. A copy of the Waiver of Subrogation Endorsement **specifically** naming Los Angeles World Airports on the schedule is required for Workers' Compensation. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
 - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) **specifically** naming Los Angeles World Airports on the schedule is required for General Liability. **A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.**
 - c. A legibly typed name of the Authorized Representative must accompany two signatures on the Certificate of Insurance and/or the True and Certified copy of the policy.
 - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to adding Los Angeles Worlds Airports as Additional Insured?** Yes, there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker.
 4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized insurance representative for review. You may also contact us at (424) 646-5480.
 5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No. If you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. However, please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.
 6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
 7. **For how long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
 8. **How long does it take LAWA to process my evidence of insurance?** Your documents will be processed as soon as possible. Please submit your evidence of insurance documents to Risk Management's Insurance Compliance Section as soon as you are awarded the contract.
 9. **When should I complete the evidence of insurance?** Do not spend any money to meet the insurance requirements until you awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
 10. **Where is the Risk Management Division's Insurance Compliance Section located?**
7301 World Way West, 2nd Floor,
LAWA's Administration West Building,
Los Angeles, CA 90045
(424) 646-5480
Public Counter Hours: 7:00 a.m. to 3:30 p.m. M-F

Living Wage Ordinance

LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements are as follows: (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

On September 9, 2009, the Los Angeles City Council unanimously approved an amending ordinance to Living Wage that requires airport employers at all airports in the LAWA system to increase the hourly rate for health benefits of airport employees covered by LWO. For "Airport Employees," the living wage rates, effective **October 5, 2016**, will increase to **\$11.68** per hour. Additionally, in accordance with Section 10.37.3(a) of the LWO, the health benefits are to be adjusted consistent with Section 10.37.2(a). Consequently, the health benefits will increase to **\$5.05** per hour or **\$16.73** per hour without health benefits.

Compliance with LWO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business (for lessees and licensees only)), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- Employee Information Form
- Subcontractor Information Form

All the forms pertaining to LWO compliance are available at: http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm. Please follow the instructions on the forms for completion and submittal. If you have questions about LWO compliance at LAWA, please contact us at 424-646-5380 or procurementrequirements@lawa.org.

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

Municipal Lobbying Ordinance



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☐ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

Awarding Authority (Department):

AIRPORTS

Name of Bidder:

SOUTHWEST AIRLINES

Phone:

214-792-5169

Address:

2702 LOVE FIELD DRIVE, DALLAS, TX 75235

Email:

STEVE.HUBBELL@WNCO.COM

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: MAY 26 2017

Signature: 

Name: Bob Montgomery

Title: Vice President - Airport Affairs

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM

ALTERNATIVE FUEL VEHICLE REQUIREMENT PROGRAM (LAX ONLY)

I. Definitions.

The following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"Airport Contract" shall mean a contract awarded by LAWA and pertaining to LAX, and subcontracts of any level under such a contract.

"Airport Contractor" shall mean (i) any entity awarded an Airport Contract, and subcontractors of any level working under an Airport Contract; (ii) any contractors that have entered into a contract with an Airport Lessee to perform work on property owned by LAWA and pertaining to LAX, and any subcontractors working in furtherance of such a contract; and (iii) any contractor that have entered into a contract with an Airport Licensee to perform work pertaining to LAX, and any subcontractors working under such a contract.

"Airport Lessee" shall mean any entity that leases or subleases any property owned by LAWA and pertaining to LAX.

"Airport Licensee" shall mean any entity issued a license or permit by LAWA for operations that pertain to LAX.

"Alternative-Fuel Vehicle" shall mean a vehicle that is not powered by petroleum-derived gasoline or diesel fuel. Alternative-Fuel Vehicles include, but are not limited to, vehicles powered by compressed or liquefied natural gas, liquefied petroleum gas, methanol, ethanol, electricity, fuel cells, or other advanced technologies. Vehicles that are powered with a fuel that includes petroleum-derived gasoline or diesel are Alternative-Fuel Vehicles only if the petroleum-derived energy content of the fuel is no more than twenty percent (20%) of the total energy content of the fuel. Vehicles powered by dual fuel technologies are Alternative-Fuel Vehicles only if no more than twenty-percent (20%) of the fuel used by the engine comes from a petroleum-derived fuel. Vehicles powered by fuels that are derived from sources other than petroleum, but that can be used in conventional spark or combustion-ignition engines, are Alternative-Fuel Vehicles.

"CARB" shall mean the California Air Resources Board.

"Comparable Emissions Vehicle" shall mean a vehicle powered by an engine certified by CARB operating on petroleum-derived gasoline or diesel fuel that has criteria pollutant emissions less than or equal to a comparable alternative fuel engine.

"Covered Vehicles" is defined in Section II below.

"EPA" shall mean the United States Environmental Protection Agency.

"Independent Third Party Monitor" shall mean a person or entity empowered by LAWA to monitor compliance with and/or implementation of particular requirements in this policy.

"LAWA" shall mean Los Angeles World Airports.

"LAX" shall mean Los Angeles International Airport.

"Least-Polluting Available Vehicle" shall mean a vehicle that (i) is determined by an Independent Third Party Monitor to be (x) commercially available, (y) suitable for performance of a particular task, and (z) certified by CARB or EPA to meet the applicable engines emission standard in effect at the time of purchase; and (ii) is equipped with a retrofit device that reduces NOx emissions by at least twenty-five percent (25%) and reduces particulate matter by at least eighty-five percent (85%). Where more than one vehicle meets these requirements for a particular task, LAWA, working with the Independent Third Party Monitor, will designate as the Least-Polluting Available Vehicle the vehicle that emits the least amount of criteria air pollutants.

"Operator" shall mean any Airport Contractor, Airport Lessee, or Airport Licensee.

II. **Covered Vehicles.** The requirements under this Attachment shall apply to all on-road vehicles, including trucks, shuttles, passenger vans, and buses that are 8,500 lbs gross vehicle weight rating or more and are used in operations related to LAX ("**Covered Vehicles**").

III. **Conversion Schedule.**

- A. By January 31, 2010, fifty percent (50%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.
- B. By January 31, 2015, one hundred percent (100%) of the Covered Vehicles operated by an Operator shall be Alternative-Fuel Vehicles or Comparable Emissions Vehicles.

IV. **Least-Polluting Available Vehicles.** In cases where an Operator cannot comply with the requirements established pursuant to Section III above because neither Alternative-Fuel Vehicles nor Comparable Emissions Vehicles are commercially available for performance of particular tasks, LAWA will instead require Operators to use Least-Polluting Available Vehicles for such tasks. An Independent Third Party Monitor will determine on an annual basis whether Alternative-Fuel Vehicles or Comparable Emissions Vehicles are commercially available to perform particular tasks, and, in cases where Alternative-Fuel Vehicles are not commercially available for performance of a particular task, will identify the Least-Polluting Available Vehicle for performance of that task.

V. **Written Reports.** Operator shall complete and submit to LAWA the vehicle information required on the reporting form accessible on-line at <https://online.lawa.org/altfuel/> on a semi-annual basis. The reporting form may be amended from time to time by LAWA.