

**SARASOTA MANATEE AIRPORT AUTHORITY
LETTER OF AGREEMENT NO. 2
TO
SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE**

THIS LETTER OF AGREEMENT, made and entered into this 26th day of August, 2021, by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida (hereinafter referred to as the "Authority"), and **SOUTHWEST AIRLINES CO.** a corporation organized and existing under the laws of the State of Texas, and authorized to do business in the State of Florida (hereinafter referred to as "Airline").

WITNESSETH:

WHEREAS, Authority and Airline entered into the SARASOTA MANATEE AIRPORT AUTHORITY SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE, (the "Agreement"), which Agreement commenced February 1, 2021; and

WHEREAS, Authority and Airline entered into Amendment No. 1 to the Agreement, dated January 25, 2021, which Amendment extended the Term of the Agreement through September 30, 2024, waived certain Rentals and Fees described in Article 5, Section 5.12 of the Agreement, and replaced Article 6, Recalculation of Rentals and Fees, Section 6.09 Year End Adjustment to Actual and Settlement, of the Agreement; and

WHEREAS, Authority and Airline entered into Amendment No. 2 to the Agreement, dated March 22, 2021, which Amendment reduced all Concourse Joint Use, Baggage joint Use, and Baggage Common Use fees for the period October 1, 2020, through March 31, 2021; and

WHEREAS, Authority and Airlines entered into Letter of Agreement No. 1 to the Agreement, dated March 22, 2021, which Letter of Agreement added Gate B-8, related Preferential Use Space and related Preferential Apron Area to Airline's Leased Premises, and

WHEREAS, Airline now desires to add Gate B-12, related Preferential Use Space and related Preferential Apron Area to Airline's Lease Premises, and Authority desires to add Gate B-12, related Preferential Use Space and related Preferential Apron Area to Airline's Leased Premises;

NOW, THEREFORE, for and in consideration of the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Authority and Airline, intending to be legally bound, agree as follows:

Effective August 1, 2021, Airline's Leased Premises to the Agreement, as amended, shall further include Gate B-12, related Preferential Use Space and related Preferential Apron Area.

- I. **Binding Nature.** This Letter of Agreement shall be deemed a part of the Agreement. The provisions of this Letter of Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns (including without limitation, and receiver, debtor in possession or trustee in bankruptcy) of Airline and Authority.
- II. **Conflict of Inconsistency.** In the event of any conflict or inconsistency between the terms and provisions contained in the Agreement, as previously amended, and the terms and provisions contained in this Letter of Agreement, the terms and provisions of this Letter of Agreement shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. All other terms and [provisions as set forth in the Agreement shall remain in full force and effect.
- III. **Counterparts.** This Letter of Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original and all of which shall constitute but one and the same instrument.
- IV. **Miscellaneous.** This Letter of Agreement shall be deemed to have been negotiated and made in and shall be governed and interpreted under the laws of the State of Florida. This Letter of Agreement shall be subject to the dispute resolution, remedies, and jurisdictional provisions of the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Letter of Agreement as of the day and year first above written.

WITNESS:

Holly Herman

SOUTHWEST AIRLINES CO.

 8/23/21
Signature Date

Stephen F. Sisneros
Managing Director-Airport Affairs

Printed Name and Title

WITNESS:

Karen Dugato

SARASOTA MANATEE AIRPORT AUTHORITY

 08/26/21
Doug Holder Date
Chairman