

File No. 110559

Committee Item No. 3

Board Item No. \_\_\_\_\_

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee

Date: July 20, 2011

Board of Supervisors Meeting

Date \_\_\_\_\_

### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget & Legislative Analyst Report          |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126                              |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form (for hearings)             |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |

### OTHER

(Use back side if additional space is needed)

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Completed by: Victor Young

Date: July 15, 2011

Completed by: Victor Young

Date: \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Lease and Use Agreement - Continental Airlines, Inc.]  
2

3 **Resolution approving and authorizing the execution of Modification No. 6 of the 1981**  
4 **Airline-Airport Lease and Use Agreement L82-0316 with Continental Airlines, Inc., to**  
5 **provide a retroactive rent credit for terminal rent of exclusive use space vacated in**  
6 **Terminal No. 1 due to the merger of United Air Lines, Inc., and Continental Airlines,**  
7 **Inc., at the San Francisco International Airport.**

8  
9 WHEREAS, by Airport Commission Resolution No. 82-0316, the Airport Commission  
10 approved the 1981 Airline-Airport Lease and Use Agreement L82-0316 (the "Lease"),  
11 adopted on July 1, 1981, between Continental Airlines, Inc. ("Continental") and the City and  
12 County of San Francisco, acting by and through its Airport Commission; and

13 WHEREAS, by Airport Commission Resolution No. 11-0090, the Airport Commission  
14 approved Modification No. 6 of the Lease on April 5, 2011; and

15 WHEREAS, pursuant to the Lease, Continental leases approximately 44,806 square  
16 feet of Exclusive Use Space at Terminal 1 with an annual rent of \$5,163,841.58 (\$430,320.13  
17 per month); and

18 WHEREAS, Continental and United Air Lines, Inc. ("United") have entered into an  
19 agreement to merge the two carriers resulting in the creation of United Continental Holdings,  
20 Inc., the parent company in which Continental and United are wholly owned subsidiaries and  
21 under which they will integrate their operations pursuant to the issuance of a single operating  
22 certificate from the Federal Aviation Administration; and

23 WHEREAS, as part of the merger, Continental will vacate all Exclusive Use Space in  
24 Terminal 1 on May 9, 2011 and relocate to Terminal 3 to integrate its operation with United;  
25 and

1           WHEREAS, Continental will incur rent for the Exclusive Use Space in Terminal 1 that  
2 Continental will not use upon it's relocation to Terminal 3; and

3           WHEREAS, Continental has requested that it be relieved of the obligation to pay  
4 terminal rent for the Terminal 1 Exclusive Use Space effective upon the date that Continental  
5 surrenders the premises to the Airport through June 30, 2011, the expiration date of the  
6 Lease; and

7           WHEREAS, as the required approvals cannot be obtained from the Board of  
8 Supervisors prior to the relocation, staff is proposing a rent credit retroactively for the terminal  
9 rent for the period spanning the date that the Airport accepts the surrendered premises from  
10 Continental through  
11 June 30, 2011, pursuant to Modification No. 6 of the Lease; and

12           WHEREAS, a copy of the form of Modification No. 6 is on file with the Clerk of the  
13 Board of Supervisors in File No.110559, which is hereby declared to be a part of this  
14 resolution as if set forth fully herein; now, therefore, be it

15           RESOVLED, that this Board of Supervisors hereby approves and authorizes the  
16 execution of Modification No. 6 to Airline-Airport Lease and Use Agreement L82-0316  
17 between Continental and the City and County of San Francisco, acting by and through its  
18 Airport Commission, whereby the Airport is authorized to issue a retroactive rent credit to  
19 Continental for the period spanning the date of the Airport's acceptance of the surrendered  
20 premises from Continental through June 30, 2011, the expiration date of the Lease.

<b>Items 3 and 4</b> <b>Files 11-0559 and 11-0560</b>	<b>Department(s):</b> San Francisco International Airport
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**EXECUTIVE SUMMARY****Legislative Objective**

- File 11-0559: Resolution approving and authorizing the execution of Modification No. 6 of the 1981 Airline-Airport Lease and Use Agreement with Continental Airlines, Inc. (Continental Airlines) to provide a one-month retroactive rent credit for terminal rent of Exclusive Space vacated in Terminal 1 due to the merger of United Airlines, Inc. (United Airlines) and Continental Airlines at the San Francisco International Airport (Airport).
- File 11-0560: Resolution approving and authorizing the execution of Modification No. 1 of the 2011 Lease and Use Agreement with Continental Airlines, to eliminate all Exclusive Space in Terminal 1 due to the merger of United Airlines and Continental Airlines.

**Key Points**

- On May 2, 2010, Continental Airlines began the process of merging with United Airlines. The final stage of the merger process between Continental Airlines and United Airlines, including the issuance of a single operating certificate from the Federal Aviation Administration, is currently expected to occur in the fall of 2011.
- The Airport entered into a 30-year lease with Continental Airlines, which commenced on July 1, 1981 and extended through June 30, 2011. As part of that previous lease, Continental Airlines leased approximately 44,806 square feet of space in the Airport's Terminal 1 and paid the Airport annual rent of \$5,163,842 or \$430,320 per month.
- On November 5, 2010, the Airport entered into a new ten-year lease with Continental Airlines effective July 1, 2011 through June 30, 2021. Under this existing lease, Continental Airlines leases approximately 37,052 square feet and pays the Airport annual rent of \$3,938,743 or \$328,229 per month.

**Fiscal Impacts**

- Under File 11-0559, the proposed retroactive one-month rent credit to Continental Airlines would be for the month of June, 2011 at a cost of \$430,320 to the Airport.
- Under File 11-0560, Continental Airlines would relinquish all 37,052 square feet of Exclusive Space which it has assigned in Terminal 1. As a result, the total ten-year reduced rent to the Airport from Continental Airlines from the existing lease would be approximately \$39,387,430.
- The revenues generated by both the previous and existing leases are calculated by the Airport's residual rate setting methodology (breakeven policy), such that the proposed modifications would continue to result in the Airport's budget being fully balanced by the revenues paid by the airlines which operate at the Airport, after considering the Airport's budgeted expenditures and all non-airline revenues.

**Recommendations**

- Approve the two proposed resolutions.

**MANDATE STATEMENT / BACKGROUND****Mandate Statement**

Section 2A.173 of the City's Administrative Code authorizes the Airport to negotiate and execute leases of Airport lands and space in Airport buildings, without undergoing a competitive bid process, as long as the original term of the lease does not exceed 50 years.

Charter Section 9.118 (a) requires that any contract or lease, which would result in revenues to the City in excess of \$1,000,000, be subject to approval of the Board of Supervisors.

**Continental Airlines and United Airlines are Merging**

On May 2, 2010, Continental Airlines began the process of merging with United Airlines (UAL) Corporation, the parent company of United Airlines. Currently, the operations of both airlines have been fully consolidated. The final stage of the merger process between Continental Airlines and United Airlines, including the issuance of a single operating certificate from the Federal Aviation Administration, is currently expected to occur in the fall of 2011.

**Airport's Leases With Continental Airlines**

Continental Airlines previously entered into a 30-year lease with the Airport, which commenced on July 1, 1981 and expired on June 30, 2011. As part of that lease, Continental Airlines leased approximately 44,806 square feet of space in the Airport's Terminal 1 and paid the Airport an annual rent of \$5,163,842 or \$430,320 per month to the Airport with an average monthly rent of approximately \$9.60 per square foot.

On November 5, 2010, the Board of Supervisors approved a resolution (Resolution No. 505-10) for the Airport to enter into a new ten-year lease with Continental Airlines, effective July 1, 2011 through June 30, 2021. Under this existing lease, Continental Airlines leases approximately 37,052 square feet of Exclusive Space<sup>1</sup> with an annual rent of \$3,938,743 or \$328,229 per month with an average monthly rent of approximately \$8.86 per square foot. The 7,754 square foot reduction from the previous 44,806 square foot lease to the current 37,052 square foot lease was due to Continental Airlines decision to no longer lease Preferential Gates<sup>2</sup> in Terminal 1 because the merger with UAL was already underway, such that Continental Airlines knew that it would no longer be operating and therefore would not need Preferential Gates in Terminal 1 as of July 1, 2011.

In addition, both the previous and existing leases with Continental Airlines include provisions requiring Continental Airlines to pay Landing Fees<sup>3</sup> to the Airport on a monthly basis. Under the existing lease, Continental Airlines is also responsible for paying the Airport other miscellaneous

<sup>1</sup> Exclusive Space is Airport Terminal space leased or permitted to a single airline for its exclusive use.

<sup>2</sup> A Preferential Gate is a gate assigned to a specific airline, with scheduling preference over similar operations by other airlines.

<sup>3</sup> The Landing Fee is currently \$3.79 per 1,000 pounds of aircraft landing weight.

activity-based fees, including (a) Aircraft Parking Fees<sup>4</sup>, (b) Custom Cargo Facility Fees<sup>5</sup>, (c) Electricity Fees<sup>6</sup>, and (d) Water/Sewer Fees<sup>7</sup> for the use of additional Airport-provided facilities, equipment and services. As shown in Table 1 below, based on data provided by the Airport, Continental Airlines paid an average of \$257,001 in total monthly fees from June 1, 2010 through May 31, 2011.

Aircraft Parking Fee	\$2,207
Custom Cargo Facility Fee	383
Electricity Fees	13,086
Landing Fees	240,302
Water/Sewer Fees	1,023
<b>Total</b>	<b>\$257,001</b>

## DETAILS OF PROPOSED LEGISLATION

**File 11-0559:** The proposed resolution would approve and authorize the execution of Modification No. 6 to the 1981 Airline-Airport Lease and Use Agreement with Continental Airlines, Inc. to provide for a retroactive rent credit for the month of June, 2011 for terminal rent of Exclusive Space vacated in Terminal 1 due to the merger with United Airlines, Inc.

**File 11-0560:** The proposed resolution would authorize the execution of Modification No. 1 of the 2011 Lease and Use Agreement with Continental Airlines by eliminating of all Exclusive Space in Terminal 1 due to the merger of United Airlines and Continental Airlines at the Airport.

### **Retroactive Rent Credit to Previous Continental Airlines Lease for Space Vacated in Terminal 1 (File 11-0559)**

The proposed resolution (File 11-0559) would retroactively approve Modification No. 6 to the previous lease between Continental Airlines and the Airport, which expired on June 30, 2011. Modification No. 6 would provide Continental Airlines with a one-month retroactive rent credit for payment of rent for the space vacated in Terminal 1 due to the merger between Continental and United Airlines. According to Ms. Diane Artz, Senior Property Manager at the Airport,

<sup>4</sup> The Aircraft Parking Fee is \$325 for the first eight hours if the aircraft weighs less than 250,000 pounds and \$660 for the first eight hours if the aircraft weighs 250,000 pounds or more. After the first eight hours, the Aircraft Parking Fee is \$175 if the aircraft weighs less than 250,000 pounds and \$300 if the aircraft weighs 250,000 pounds or more for each additional eight-hour period.

<sup>5</sup> The Custom Cargo Facility Fee is an annual fee collected by the Airport from airlines utilizing the United States Custom Service (USCS) on Airport property for the clearance of international cargo shipments into the United States. The amount of the fee is determined annually to cover facility rent and recover the Airport's tenant improvement costs and operating and maintenance costs associated with housing this governmental function on Airport property. The fee is billed monthly to airlines based on a proportional share of the quarterly transactions reported by the USCS to the Airport.

<sup>6</sup> The Electricity Fees are metered and based on actual usage.

<sup>7</sup> Water/Sewer fees are metered and based on actual usage.

Continental Airlines removed all fixtures, furnishings and specialty equipment between May 9, 2011 and May 30, 2011, and vacated all Exclusive Space in Terminal 1 to relocate to Terminal 3 to integrate its operations with United Airlines on May 30<sup>th</sup>, 2011. Therefore, the retroactive rent credit would apply to the month of June, 2011. The retroactive rent credit to Continental Airlines from June 1, through June 30, 2011 is equivalent to one month's rent of \$430,320.

### **Modifications to Existing Continental Airlines Lease (File 11-0560)**

The second proposed resolution (File 11-0560) would approve a modification to the existing ten-year lease between the Airport and Continental Airlines, which commenced on July 1, 2011 and will extend until June 30, 2021, to eliminate all 37,052 square feet of Exclusive Space in Terminal 1 for the entire term of the lease due to the merger of United and Continental Airlines. According to Ms. Artz, Continental Airlines is requesting the subject modification of the existing lease, rather than a termination, because the existing lease, in addition to providing Exclusive Space in Terminal 1, which would be eliminated under the proposed lease modification, also grants the right to land aircraft at the Airport. That right would be retained until the Federal Aviation Administration (FAA) issues a single operating certificate for both Continental and United Airlines. Therefore, if the proposed resolution is approved to eliminate all 37,052 square feet of Exclusive Space, Continental Airlines will continue to pay for Landing Fees and other miscellaneous fees to the Airport under the existing lease until the FAA operating certificate is issued.

The proposed resolution would result in Continental Airlines vacating approximately 37,052 square feet of Exclusive Space at Terminal 1, with a monthly rent of \$328,229 and an annual rent of \$3,938,743 (\$328,229 times 12). The total reduced rent to the Airport from Continental Airlines for the ten-year term of the existing lease would be approximately \$39,387,430. (\$3,938,743 times 10).

## **FISCAL IMPACTS**

### **Residual Rate Setting Methodology**

The Airport uses a "breakeven policy" known as the residual rate setting methodology to determine the rental rates, landing fees, and related fees to calculate the total rent to be paid by each airline for use of Airport terminal space. The rental rates, landing fees, and related fees include (a) the cost per square foot charged to an airline for that airline's exclusive use of Airport space, (b) fees for use of space which is shared by multiple airlines, and (c) various non-space-related fees, such as landing fees and aircraft parking fees. Those rental rates, landing fees, and related fees are then used to calculate the total rent payable by each airline to the Airport, such that while the total rent payable by each airline may differ due to (a) the amount of space leased, (b) the type of space leased, and (c) passenger and aircraft traffic, no airline has preferable lease terms over another airline.

The residual rate setting methodology is a formula which sets the schedule of all rental rates, landing fees, and related fees to a level which ensures that Airport revenues received from the

airlines, plus the non-airline revenues (such as concession revenues) received by the Airport, are equal to the Airport's total costs, including debt service and operating expenditures. According to this methodology, the amount needed to balance the Airport's budget then becomes the basis for calculating, by a formula specified in the leases with the airlines, the rental rates, landing fees, and related fees charged to airlines operating at the Airport in the upcoming year, such that the total revenues paid to the Airport by all airlines in the upcoming year is sufficient to balance the Airport's budget. At the end of the fiscal year, any budget shortfall or surplus is carried forward into the following fiscal year and is used in the calculation of the new rental rates, landing fees, and related fees charged to the airlines.

The revenues generated by both the previous and existing leases are calculated by the Airport's residual rate setting methodology (breakeven policy), such that the modifications would continue to result in the Airport's budget being fully balanced by the revenues paid by the airlines to the Airport, after considering the Airport's budgeted expenditures and all non-airline revenues.

### **The Proposed Resolutions Will Not Result in Reduced Overall Revenues to the Airport**

As shown in Table 2 below, the two proposed resolutions would result in \$39,817,750 in total potential lost revenue to the Airport due to the proposed retroactive rent credit for the month of June, 2011 and the relinquishment of Exclusive Space within Terminal 1 for the entire ten-year term of the existing lease.

Resolution 11-0559 (Retroactive Rent Credit for the month of June, 2011)	\$430,320
Resolution 11-0560 (Relinquishment of Terminal 3 Exclusive Space - \$3,938,743 times 10 years )	39,387,430
<b>Total Estimated Lost Rent</b>	<b>\$39,817,750</b>

However, as discussed above, the estimated (a) \$430,320 retroactive rent credit under File 11-0559 for the month of June, 2011, and (b) \$39,387,432 reduced rental revenues under File 11-0560, due to Continental Airlines vacating all Exclusive Space in Terminal 1 will not result in reduced overall revenues to the Airport because the rental rates and fees paid by all airlines will be adjusted automatically under the Airport's residual rate setting methodology, the breakeven policy, to fully offset the reduced rental revenues from Continental Airlines. Ms. Artz advises that the Airport plans to rent the vacated space to other airlines, aviation support companies involved with passenger support services, or other tenants such as concessionaires, as demand arises.

If Resolution 11-0560 is approved, Continental Airlines will continue to pay Landing Fees and other miscellaneous activity-based fees as specified in the terms of the existing lease. As shown in Table 1 above, the total average monthly fees paid by Continental Airlines to the Airport is \$257,701. However, Ms. Artz advises that Continental Airlines will not be responsible for



Electricity Fees and Water/Sewer Fees under the existing lease, which represents \$14,109 or 5.49 percent of the \$257,001 in total average monthly fees because those costs are directly associated with the renting of the Exclusive Space which Continental Airlines will be relinquishing.

## **POLICY CONSIDERATIONS**

Ms. Artz advises that authorizing a retroactive Airport rent credit for Continental Airlines is a unique occurrence and she cannot identify a prior instance in which the Airport authorized rent credits for other airlines. However, according to Ms. Artz, given the fact that United Airlines, the Airport's largest airline, and Continental Airlines, the Airport's seventh largest airline, have been Signatory Airlines<sup>8</sup> at the Airport and tenants in good standing for over 30 years, the Airport believes that approval of both resolutions is in its and the traveling public's best interests to support the merger of United and Continental Airlines to ensure stable operations by the newly merged entity at the Airport.

## **RECOMMENDATIONS**

Approve the two proposed resolutions.

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<sup>8</sup> A Signatory Airline is an airline that signs a Lease and Use Agreement with the Airport.

**MODIFICATION NO. 6 TO**  
**AIRLINE – AIRPORT LEASE AND USE AGREEMENT**  
**SAN FRANCISCO INTERNATIONAL AIRPORT**

**Continental Airlines, Inc.**

THIS MODIFICATION OF AGREEMENT (this “**Modification**”) dated as of May 10, 2011, is entered into by and between the City and County of San Francisco, acting by and through its Airport Commission (“**City**”), and Continental Airlines, Inc., (“**Continental**”).

**Recitals**

A. The City and County of San Francisco owns San Francisco International Airport (the “**Airport**”) located in the County of San Mateo, State of California, which Airport is operated by and through the Airport Commission, the chief executive officer of which is the Airport Director.

B. Pursuant to that certain Airline-Airport Lease and Use Agreement L-82-0316, dated as of July 1, 1981 (“**Lease**”), Continental leases from City certain premises located at the Airport. Such Lease has been modified and amended previously pursuant to the modifications and amendments listed on the attached *Appendix A*. As used below, the term “**Agreement**” shall mean the Lease, as amended and modified by the agreements described on *Appendix A* and this Modification.

C. On May 2, 2010, Continental entered into an agreement (the “**Merger Agreement**”) with UAL Corporation (“**UAL**”), pursuant to which: 1) JT Merger Sub Inc., a wholly owned subsidiary of UAL (“**Merger Sub**”) formed for the sole purpose of effecting the merger, agreed to merge with and into Continental, with Continental being the surviving entity, and 2) UAL agreed to change its name to United Continental Holdings, Inc. In October 2010, the merger between Continental and Merger Sub was consummated, UAL changed its name to United Continental Holdings, Inc., and the new Continental became a wholly-owned subsidiary of United Continental Holdings, Inc. A subsequent merger of Continental and United Air Lines, Inc. (“**United**”), also a wholly owned subsidiary of United Continental Holdings, Inc., and the issuance to Continental and United of a single operating certificate from the Federal Aviation Administration is currently expected to occur in the fall of 2011.

D. As part of the anticipated merger between Continental and United, on or about May 9, 2011, Continental will relocate from its existing leasehold premises in Terminal 1 to operate alongside United in Terminal 3. Given the broad scope of the merger, Continental requested a modification of the Agreement to relinquish Continental’s Exclusive Use Space in Terminal 1 in advance of the expiration of the Lease and the City has determined that the relinquishment is appropriate as part of Continental and United’s integration.

F. Continental and City now desire to modify the terms of the Agreement to reflect such relinquishment of leasehold space.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do mutually agree as follows:

**1. Effective Date; Defined Terms.**

(a) The effective date (the "**Effective Date**") of this Modification shall be the date on which all of the following conditions are satisfied: (1) the Airport Commission and Board of Supervisors shall have approved this Modification; (2) both parties have executed this Modification, and (3) Continental has returned possession of the relinquished space(s) to City and City has accepted such possession.

**Actual Date:** \_\_\_\_\_ (to be inserted upon determination)

(b) Capitalized terms not defined herein shall have the meanings given them in the Agreement.

**2. Airline's Terminal 1 Exclusive Use Space, as defined in the Agreement is modified as follows:**

(a) 8,675 square feet of Category I space in Terminal 1 is deleted as described on Airport Drawing Nos. T12BABCO and T12CO, dated July 1, 2010.

(b) 12,500 square feet of Category II space in Terminal 1 is deleted, as described on Airport Drawings Nos. T12BABCO, T12CO, T11CO AND T13MCO, dated July 1, 2010.

(c) 11,139 square feet of Category III space in Terminal 1 is deleted, as described on Airport Drawings No. T11BABCO, dated July 1, 2010.

(d) 7,543 square feet of Category IV space in Terminal 1 is deleted as described on Airport Drawing Nos. T12CO and T11CO, dated July 1, 2010.

(e) 4,949 square feet of Category V space in Terminal 1 is deleted as described on Airport Drawing No. T11CO, dated July 1, 2010.

(f) From and after the Effective Date, all *Exhibits* to the Agreement relating to Exclusive Use Space in Terminal 1 are deleted in their entirety including Airport Drawing Nos. T11BABCO, T12BABCO, T11CO, T12CO and T13MCO, dated July 1, 2010.

**3. Full Force and Effect.** As modified hereby, each and every one of the terms, conditions, and covenants in the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date first written above.

AIRLINE: Continental Airlines, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Kate Gebo  
Title: Vice President – Corporate Real Estate

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY: CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation,  
acting by and through its Airport Commission

\_\_\_\_\_  
John L. Martin  
Airport Director

AUTHORIZED BY AIRPORT  
COMMISSION

Resolution No. \_\_\_\_\_

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary  
Airport Commission

Approved by Board of Supervisors on  
\_\_\_\_\_, pursuant to Resolution  
No. \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA,  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney

## APPENDIX A

### MODIFICATIONS TO LEASE AND USE AGREEMENT

#### CONTINENTAL AIRLINES, INC.

<u>Modification</u>	<u>Date</u>	<u>Resolution Number</u>
		82-0316
1	2-19-85	85-0054
2	2-21-89	89-0043
3	8-17-93	93-0167
4	10-18-96	96-0270
5	7-1-10	10-0281

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, SF Board of Supervisors	City elective office(s) held: Mayor, City and County of San Francisco; Members, SF Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>Continental Airlines, Inc.</b>	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
<b>Board Members:</b>	
(1) Kirbyjon H. Caldwell, Carolyn Corvi, Henry L. Meyer III, Oscar Munoz, Laurence E. Simmons, Jeffrey Smisek, Karen Hastie Williams, Ronald B. Woodard, Charles A. Yamarone	
(2) Jeffrey Smisek – Chairman, President and CEO; Zane Rowe – Executive VP and Chief Financial Officer; Mark Moran – Executive VP and Chief Operating Officer	
(3) Not applicable.	
(4) Not applicable.	
(5) Not applicable.	
Contractor address: 1600 Smith Street, Houston TX 77002	
Date that contract was approved:	Amount of contract: TBD each FY
Describe the nature of the contract that was approved: 2011 Airport/Airline Lease and Use Agreement	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed