

**UNITED
CONTRACT
27000-5**

**MODIFICATION NUMBER FIVE TO
MAINTENANCE BASE LEASE
SAN FRANCISCO INTERNATIONAL AIRPORT**

UNITED AIR LINES, INC.

Lease No. 73-0066

THIS MODIFICATION NUMBER FIVE OF LEASE (this "Modification"), dated _____, 2013, is entered into by and between the City and County of San Francisco, a municipal corporation, acting by and through its Airport Commission, as lessor ("City"), and United Air Lines, Inc., a Delaware corporation, as lessee ("Lessee").

RECITALS

- A. City and Lessee are parties to that certain Lease No. 73-0066 dated March 20, 1973, authorized by Airport Commission Resolution No. 73-0066 and Board of Supervisors Resolution No. 31-373, as amended from time to time by certain modifications authorized by Airport Commission Resolutions No. 80-0066, No. 94-0139, No. 00-0440 and No. 04-0058 (as modified, the "Lease").
- B. The Lease premises is certain real property commonly known as the Maintenance Operation Center ("MOC") located on Plot 16 and Plot 16B at the San Francisco International Airport, and specifically comprising of Parcel 1 (121.94 acres of land) and Parcel 2 (7.24 acres of land) as described in Exhibits A, B, C and D to Modification Number Two of Lease dated May 2, 1994 and Exhibit A of Modification Number Three of Lease dated June 29, 2001 (the "Premises").
- C. Lease Modification Number Two grants Lessee the right to use the equivalent of 5.34 acres of land in the Airport's Lot D Garage for approximately 931 employee parking spaces (the "Lot D Garage Parking"), which spaces were displaced from 5.34 acres of Parcel 2 previously recaptured by City to accommodate City's development of the Multi-Modal Center at the Airport. The rental rate for the Lot D Garage Parking is equal to the product of 5.34 acres multiplied by the rate per acre that is in effect for the Premises, from time to time and as adjusted annually. This rent is in addition to rent for Parcels 1 and 2.
- D. Lease Modification Number Four of Lease approved the Cure Stipulation Agreement dated March 31, 2004 between City and Lessee, which Cure Stipulation granted Lessee a third option to extend the term of the Lease by an additional ten (10) years (the "MOC Lease Option"), commencing on July 1, 2013, and at a rent equal to the then fair market value of the land.
- E. City wishes to develop various facilities at the Airport, to be located within the Premises, and has negotiated to recapture the following acreage within the Premises, including:

- i. An equipment laydown and/or parking support area which requires that City acquire approximately 5.47 acres of Parcel 1 (“Relinquished Space A”);
 - ii. A convenience store which requires that City acquire approximately .94 acres of Parcel 2 (“Relinquished Space B”); and
 - iii. A solar power reverter site which requires that City acquire approximately 0.12 acres of Parcel 2 (“Relinquished Space C”, and collectively, with Relinquished Space A and Relinquished Space B, the “Relinquished Spaces”).
- F. Lessee has agreed to modify the Premises by recapture of the Relinquished Spaces pursuant to this Modification, with a commensurate reduction in rent.
- G. Lessee wishes to exercise the MOC Lease Option to extend the current term based on a rental rate equal to fair market value of the land and the modified Premises description.
- H. City agrees to allow Lessee to return, at Lessee’s option, up to thirty percent (30%) of the acreage comprising the Premises and the equivalent Lot D Garage Parking (cumulatively, 129.47 acres) effective on either July 1, 2018 or July 1, 2019, conditioned upon seven (7) months prior written notice to City, and with a commensurate reduction in rent.

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

1. Recitals; Effective Date; Defined Terms.

- (a) The recitals set forth above are true and correct and are hereby incorporated in their entirety.
- (b) The effective date (the “Effective Date”) of this Modification is July 1, 2013, conditioned upon the approval of this Modification by the Airport Commission and Board of Supervisors, which approval shall not be unreasonably withheld, conditioned, or delayed.
- (c) Capitalized terms not defined herein shall have the meanings given them in the Lease.

2. Demised Premises. As of the Effective Date, the Premises comprising Parcels 1 and 2 are modified as follows:

- (a) Parcel 1 shall be reduced to 117.94 acres, by recapture of approximately 5.47 acres (Relinquished Space A), as more fully described on *Exhibit A*, attached hereto and incorporated herein.

- (b) Parcel 2 shall be reduced to 6.19 acres by recapture of approximately .94 acres (Relinquished Space B) and approximately 0.12 acres (Relinquished Space C), all as more fully described on *Exhibit A*, attached hereto and incorporated herein.
- (c) Lessee does hereby grant, give, release, relinquish and surrender to City, all of Lessee's right, title, interest, term of years, property, claim and demand whatsoever in, to or out of the Relinquished Spaces.

The Premises, as modified above, is comprised of approximately 124.13 acres of land, as more fully described on Airport Drawing CA 2012-04, dated October 15, 2012, and the appurtenant legal description, dated October 16, 2012, together with existing easements and rights-of-way, as attached below. As of the Effective Date, the term "Premises" as used in the Lease and herein shall mean the Premises as modified pursuant to the above.

- 3. **Exhibits.** From and after the Effective Date, Exhibits A, B, C and D to Modification Number Two of Lease and Exhibit A to Modification Number Three of Lease, and all related legal descriptions, shall be deleted in their entirety and substituted with: 1) Airport Drawing No. CA 2012-03, dated October 15, 2012, which reflects the Relinquished Spaces pursuant to this Modification, attached hereto and incorporated herein as *Exhibit A*; and 2) a revised legal description, dated October 16, 2012, and Airport Drawing No. CA 2012-04, dated October 15, 2012, which reflects the modified Premises, attached hereto and incorporated herein as *Exhibit B*.
- 4. **Option Term Rent.** The annual rent for the first year of the lease extension period (the "Option Term Rent") shall be \$12,040,710.00 comprised of: \$11,544,090.00 for Parcels 1 and 2, based on fair market value of the land equal to \$93,000.00 per acre per year; and \$496,620.00 per year for the Lot D Garage Parking (based on the then current rate per acre per year for Premises multiplied by 5.34, as such rental rates per acre may be adjusted from time to time). The Option Term Rent will remain constant for the second and third year of the Option Term. Effective the fourth year of the Option Term, the Option Term Rent shall be adjusted annually in accordance with Sections 4(a) and 4(b) below:
 - (a) **Definitions.** For purposes of this Lease, the following capitalized terms shall have the following meanings:
 - (i) "Expiration Date" means June 30, 2023, the date upon which the Lease expires.
 - (ii) "Consumer Price Index" means that index published by the United States Department of Labor, Bureau of Labor Statistics known as "All Urban Consumers - All Items for the San Francisco/Oakland/San Jose Area (1982-84 = 100)." In the event such index is discontinued, then "Consumer Price Index" shall mean an index chosen by Director, which is, in Director's reasonable judgment, comparable to the index specified above.

- (iii) **“Option Term Rent Adjustment Date”** means July 1, 2016, the third anniversary of the Effective Date, and each anniversary of such adjustment date thereafter.
 - (iv) **“Base Index”** means the most recent Consumer Price Index published three (3) months prior to July 1, 2015, the second anniversary of the Effective Date.
 - (v) **“Comparison Index”** means the most recent Consumer Price Index published three (3) months prior to each Option Term Rent Adjustment Date.
 - (vi) **“Lease Year”** means the period commencing on the Effective Date and expiring on the day before the first Option Term Rent Adjustment Date, and each subsequent 12-month period, commencing on each Option Term Rent Adjustment Date and expiring on the day before the subsequent Option Term Rent Adjustment Date, or expiring on the Expiration Date, as the case may be.
- (b) Annual Adjustments to Option Term Rent. On each Option Term Rent Adjustment Date, the Option Term Rent will be adjusted as follows: if the Comparison Index shall exceed the Base Index, then the annual Option Term Rent with respect to the upcoming Lease Year shall be increased to equal the following amount:

$$\text{Option Term Rent on July 1, 2013} \quad \times \frac{\text{Comparison Index}}{\text{Base Index}}$$

Notwithstanding, anything to the contrary to this Modification, in no event will the Option Term Rent for any Lease Year of the Term either : 1) exceed three percent (3%) of the Option Term Rent with respect to the prior Lease Year; or 2) be lower than the Option Term Rent with respect to the prior Lease Year.

5. **Contraction Option.**

- (a) Lessee shall have one (1) option (the **“Contraction Option”**) to relinquish from the Premises certain areas consisting of up to thirty percent (30%) of the total acreage comprising the Premises and the Lot D Garage Parking, with such contraction to be effective either as of July 1, 2018 or July 1, 2019 (the **“Contraction Date”**).
- (b) The Contraction Option shall be exercised by written notice given by Lessee to City no later than seven (7) months prior to the Contraction Date. With respect to exercise of the Contraction Option, Lessee’s notice shall specify the amount of the acreage to be relinquished and the location of such acreage (the **“Contraction Space”**). The notice shall also identify any facilities located thereon and notify if

Lessee intends to remove any facilities, improvements, alterations, and trade fixtures constructed or installed by or at the expense of Lessee.

Within four (4) months of receipt of Lessee's notification by City, City shall advise Lessee by written notice of its acceptance or rejection of the proposal. If City determines, at its sole discretion, that Lessee's proposal does not provide functional and leasable area(s) for other airport purposes or tenancies, City may reject the proposal, in whole or in part.

- (c) In the event City rejects the Contraction Space, Lessee and City shall negotiate in good faith to determine Contraction Space that is mutually acceptable to both parties.
- (d) On the Contraction Date, Lessee shall surrender such Contraction Space as required herein. If Lessee exercises the Contraction Option, the Lease shall terminate as to the Contraction Space as though it had expired by lapse of time. Effective as of the Contraction Date, Option Term Rent shall equal the area of the remaining portion of the Premises multiplied by the then applicable rates for the Premises. Upon final determination of the Contraction Space and Option Term Rent payable for the remainder of the Premises, Lessee and City shall enter into a modification of the Lease confirming the foregoing. Lessee shall conduct an environmental assessment of the Contraction Space to evaluate the existence of or potential for subsurface impacts from Lessee's use or occupancy and provide a report to the City on the Contraction Date. To the extent such environmental assessment identifies the existence of or potential for subsurface releases from Lessee's use or occupancy, the City will confer with Lessee and determine whether subsurface sampling by Lessee is necessary, taking into account the existence of prior subsurface data.

6. **Soil and Groundwater Remediation.** Lessee hereby incorporates by reference its prior commitment, as outlined and documented in the 2004 Settlement and Release Agreement (the "Settlement Agreement") with the City and County of San Francisco (CCSF v. ARCO et al), regarding its responsibility for environmental remediation of contamination at the MOC arising from Lessee's use or occupancy. Lessee further agrees to reimburse City for Future Costs as defined in the Settlement Agreement (and under the exact same terms in the Settlement Agreement) for contamination that exists in, or was released onto, the soil during the period between the date specified in the definition for "Existing Contamination" (Section II of the aforementioned Settlement Agreement) and the Contraction Date.

6. **City and Other Governmental Provisions.** The following Sections 52 through 56 shall be added to the Lease:

- 52. Sunshine Ordinance. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Solicitations, and all other records of communications between City and persons or firms seeking contracts

will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

53. Requiring Health Benefits for Covered Employees.

- (a) Unless exempt, Lessee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Lease as though fully set forth. The text of the HCAO is available on the web at <http://www.sfgov.org/olse>. Capitalized terms used in this Section and not defined in this Lease shall have the meanings assigned to such terms in Chapter 12Q.
- (b) For each Covered Employee, Lessee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Lessee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- (c) Notwithstanding the above, if the Lessee is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with Subsection (A) above.
- (d) Lessee's failure to comply with the HCAO shall constitute a material breach of this Lease. City shall notify Lessee if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Lease for violating the HCAO, Lessee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Lessee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in Sections 12Q.5.1, 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

- (e) Any Subcontract entered into by Lessee shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Lessee shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Lessee shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Lessee based on the Subcontractor's failure to comply, provided that City has first provided Lessee with notice and an opportunity to obtain a cure of the violation.
- (f) Lessee shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Lessee's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (g) Lessee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (h) Lessee shall maintain employee and payroll records in compliance with California Labor Code and Industrial Welfare Commission orders.
- (i) Lessee shall keep itself informed of the current requirements of the HCAO.
- (j) Lessee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (k) Lessee shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten (10) business days to respond.
- (l) Lessee shall allow City to inspect Lessee's Premises and to have access to Lessee's employees in order to monitor and determine compliance with HCAO.

- (m) City may conduct random audits of Lessee to ascertain its compliance with HCAO. Lessee agrees to cooperate with City when it conducts such audits.
 - (n) If Lessee is exempt from the HCAO when this Lease is executed because its amount is less than twenty-five thousand dollars (\$25,000), but Lessee later enters into an agreement or agreements that cause Lessee's aggregate amount of all agreements with City to reach seventy-five thousand dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Lessee and the Contracting Department to be equal to or greater than seventy-five thousand dollars (\$75,000) in the Fiscal Year.
54. Notification of Limitations on Contributions. Through its execution of this Lease, Lessee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.
55. Food Service Waste Reduction. If and to the extent applicable, the Lessee agrees to comply fully with and be bound by all of the applicable provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Lease as though fully set forth herein. Accordingly, Lessee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities and while performing under a City contract or lease, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this Lease. By entering into this Lease, Lessee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Lessee agrees that the sum of one hundred dollars (\$100.00) liquidated damages for the first breach, two hundred dollars (\$200.00) liquidated damages for the second breach in the same year, and five hundred dollars (\$500.00) liquidated damages for subsequent breaches in

the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Lease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Lessee's failure to comply with this provision.

56. Preservative-Treated Wood Containing Arsenic. Lessee may not purchase preservative-treated wood products containing arsenic in the performance of this Lease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Lessee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Lessee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.
7. **Full Force and Effect.** As modified hereby, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Modification by their duly authorized officers, as of the day and year first above written.

CITY

AUTHORIZED BY AIRPORT
COMMISSION

Resolution No. 13-0057

Adopted: March 19, 2013

Attest: _____

Secretary
Airport Commission

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

By _____
Deputy City Attorney

City and County of San Francisco,
a municipal corporation,
acting by and through its Airport
Commission

John L. Martin
Airport Director

LESSEE:

United Air Lines, Inc.

By: Kate Geba
Name: Kate Geba
Title: Vice President
Corporate Real Estate

SFO

UNITED MOC LEASE SURVEY
#L73-0066

RELINKED SPACE DRAWING
PER RES. NO. 13-

DATE: 01/14/14
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

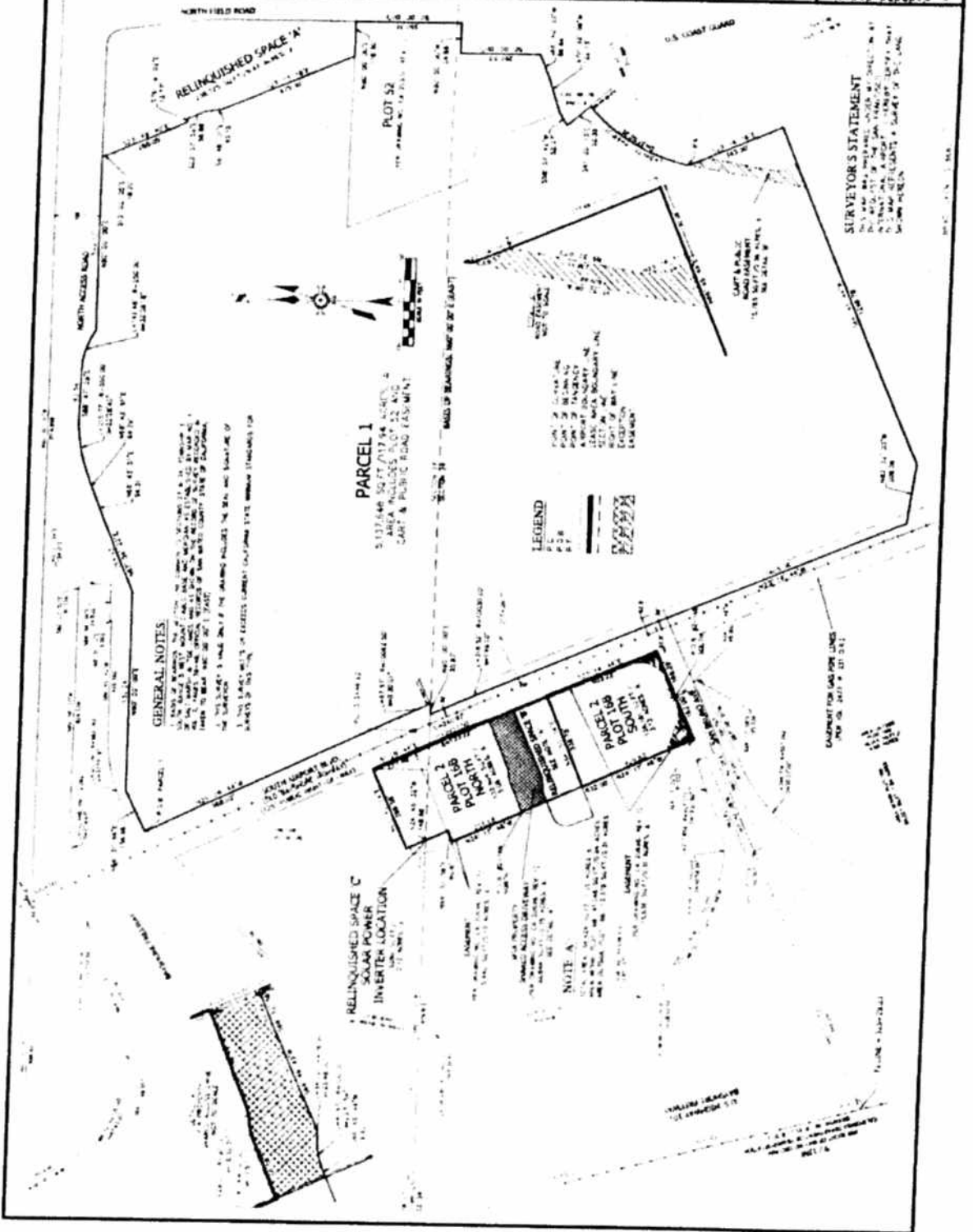




Exhibit A

Copyright 1978 by the City and County of San Francisco. These construction documents are the sole property of the City and County of San Francisco and are prepared by the Department of Public Works. No part of this document may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the express written consent of the San Francisco Board of Supervisors.

	UNITED MOC LEASE SURVEY #L73-0066	
	EXISTING LEASE PREMISES PER RES. NO. 13-	SURVEYOR'S STATEMENT THIS AND ANY PREVIOUS SURVEY OR COLLECTION BY THIS SURVEYOR OR ANY OTHER SURVEYOR HAS BEEN MADE IN ACCORDANCE WITH THE SURVEYING ACT AND THE MEASUREMENTS AND CALCULATIONS THEREON.

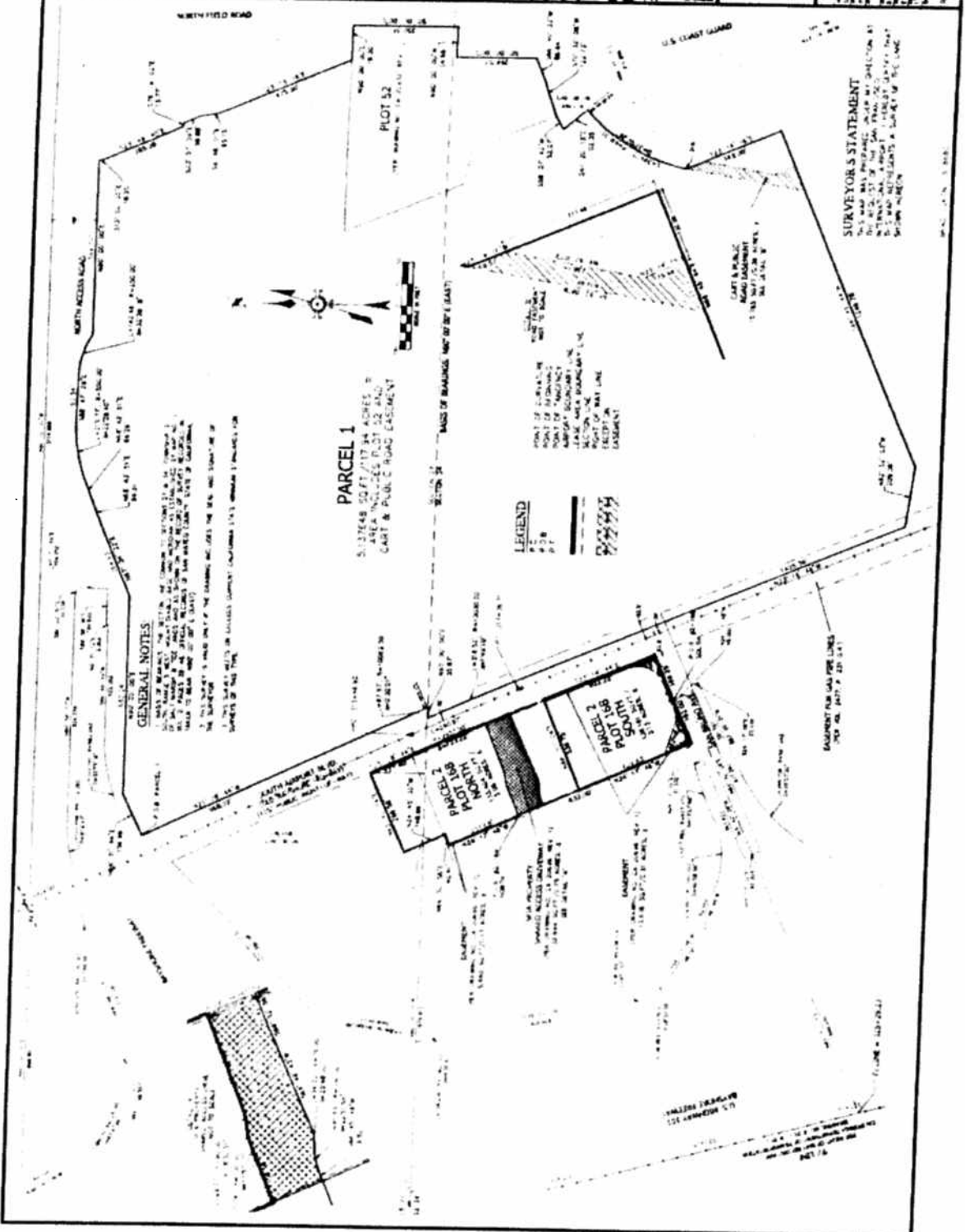


Exhibit B

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

City Elective Officer Information (Please print clearly.)

Name of City elective officer(s): Mayor Edwin M. Lee	City elective office(s) held: Mayor, City and County of San Francisco
--	---

Contractor Information (Please print clearly.)

Name of contractor: United Airlines, Inc.

Note: Effective March 31, 2013, United Air Lines, Inc. will merge with and into Continental Airlines, Inc. and the name of the surviving company will be changed to United Airlines, Inc.

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.

Jeffery A. Smisek, James E. Compton, Peter D. McDonald, John D. Rainey

2.) Jeffery A. Smisek, Chairman, President and Chief Executive Officer; John D. Rainey, Executive Vice President and Chief Financial Officer; Peter D. McDonald, Executive Vice President and Chief Operations Officer

3.) The contractor is a wholly-owned subsidiary of United Continental Holdings, Inc.

4.) None

5.) United Airlines Political Action Committee (UAPAC). Through the voluntary contributions of eligible employees, UAPAC gives support to candidates for federal office who are committed to a strong and competitive airline industry. UAPAC supports the campaigns of state, local, and federal candidates of all parties. The United Airlines Governmental Affairs office in Washington, D.C. can provide further information (202) 521-4400.

Contractor address:

Willis Tower, 233 S. Wacker Drive, Chicago, IL 60606

Date that contract was approved:

Amount of contract:

TBD each FY

Describe the nature of the contract that was approved:

Comments:

This contract was approved by (check applicable):

 the City elective officer(s) identified on this form (Mayor Edwin M. Lee)

 a board on which the City elective officer(s) serves _____

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

Filer Information (Please print clearly.)

Name of filer: Jason Elliott, Mayor's Liaison to the Board of Supervisors	Contact telephone number: (415) 554-5105
Address: City Hall, Room 200	E-mail: Jason.elliott@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

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102
Phone: (415) 252-3100
Fax: (415) 252-3112
Email: ethics.commission@sfgov.org
Web: www.sfgov.org/ethics



For SFEC use

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

a. Instructions:

Each City elective officer who approves a contract that has a value of \$50,000 or more in a fiscal year must file this form with the Ethics Commission within five business days of approval. This filing requirement applies if the contract is approved by:

- the City elective officer,
- any board on which the City elective officer serves, or
- the board of any state agency on which an appointee of the City elective officer serves, as described in (d) below.

b. Who files this notice?

The City elective officer who approved the contract, whose board approved the contract, or who has an appointee on the board of a state agency that approved the contract, must file this form. However, the City elective officer is not required to file this form if the clerk or secretary of the board on which the officer or appointee serves has filed this form on behalf of the board.

c. Who is a City elective officer?

A City Elective Officer is any of the following: Mayor, member of the Board of Supervisors, City Attorney, District Attorney, Treasurer, Sheriff, Assessor, Public Defender, member of the Board of Education of the San Francisco Unified School District, or member of the Governing Board of the San Francisco Community College District.

d. What is a "board of a state agency" that is covered by this filing requirement?

For the purposes of this report, the board of a state agency on which an appointee of a City elective officer serves is limited to the following agencies: Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority, and Local Workforce Investment Board.

e. Is this form required for all contracts?

No. This form is required if the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of such contracts, amendments or modifications approved by the same City elective officer or board has a value of \$50,000 or more in a fiscal year.

f. What happens after this form is filed?

For a period of six months after the contract is approved, neither the City elective officer nor any political committee that he or she controls may solicit or accept a campaign contribution from the following persons or entities: the party whose contract was approved; the party's board of directors; the party's chairperson, chief executive officer, chief financial officer, or chief operating officer; any person with an ownership interest of more than 20 percent in the party; any subcontractor listed in the bid or contract; or any political committee sponsored or controlled by the contracting party. Nor may any of these persons make a campaign contribution to the City elective officer, a candidate for the office held by such officer, or a political committee controlled by such officer or candidate.

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

City Elective Officer Information (Please print clearly.)

Name of City elective officer(s):	City elective office(s) held:
Members, SF Board of Supervisors	Members, SF Board of Supervisors

Contractor Information (Please print clearly.)Name of contractor: *United Airlines, Inc.*

Note: *Effective March 31, 2013, United Air Lines, Inc. will merge with and into Continental Airlines, Inc. and the name of the surviving company will be changed to United Airlines, Inc.*

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 in the contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.

Jeffery A. Smisek, James E. Compton, Peter D. McDonald, John D. Rainey

2.) Jeffery A. Smisek, Chairman, President and Chief Executive Officer; John D. Rainey, Executive Vice President and Chief Financial Officer; Peter D. McDonald, Executive Vice President and Chief Operations Officer

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5.) United Airlines Political Action Committee (UAPAC). Through the voluntary contributions of eligible employees, UAPAC gives support to candidates for federal office who are committed to a strong and competitive airline industry. UAPAC supports the campaigns of state, local, and federal candidates of all parties. The United Airlines Governmental Affairs office in Washington, D.C. can provide further information (202) 521-4400.

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Willis Tower, 233 S. Wacker Drive, Chicago, IL 60606

Date that contract was approved:

Amount of contract:

TBD each FY

Describe the nature of the contract that was approved:

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

Filer Information (Please print clearly.)

Name of filer:	Contact telephone number:
Angela Calvillo, Clerk of the Board of Supervisors	(415) 554-5184
Address:	E-mail:
1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102-4689	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

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220
San Francisco, CA 94102
Phone: (415) 252-3100
Fax: (415) 252-3112
Email: ethics.commission@sfgov.org
Web: www.sfgov.org/ethics



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- any board on which the City elective officer serves, or
- the board of any state agency on which an appointee of the City elective officer serves, as described in (d) below.

b. Who files this notice?

The City elective officer who approved the contract, whose board approved the contract, or who has an appointee on the board of a state agency that approved the contract, must file this form. However, the City elective officer is not required to file this form if the clerk or secretary of the board on which the officer or appointee serves has filed this form on behalf of the board.

c. Who is a City elective officer?

A City Elective Officer is any of the following: Mayor, member of the Board of Supervisors, City Attorney, District Attorney, Treasurer, Sheriff, Assessor, Public Defender, member of the Board of Education of the San Francisco Unified School District, or member of the Governing Board of the San Francisco Community College District.

d. What is a "board of a state agency" that is covered by this filing requirement?

For the purposes of this report, the board of a state agency on which an appointee of a City elective officer serves is limited to the following agencies: Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority, and Local Workforce Investment Board.

e. Is this form required for all contracts?

No. This form is required if the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of such contracts, amendments or modifications approved by the same City elective officer or board has a value of \$50,000 or more in a fiscal year.

f. What happens after this form is filed?

For a period of six months after the contract is approved, neither the City elective officer nor any political committee that he or she controls may solicit or accept a campaign contribution from the following persons or entities: the party whose contract was approved; the party's board of directors; the party's chairperson, chief executive officer, chief financial officer, or chief operating officer; any person with an ownership interest of more than 20 percent in the party; any subcontractor listed in the bid or contract; or any political committee sponsored or controlled by the contracting party. Nor may any of these persons make a campaign contribution to the City elective officer, a candidate for the office held by such officer, or a political committee controlled by such officer or candidate.