March 14, 2008

CLARK COUNTY DEPARTMENT OF AVIATION
SPACE USE PERMIT
OFF-AIRPORT PARKING FACILITY

THIS SPACE USE PERMIT, hereinafter “Permit,” is granted by Clark County, hereinafter “County,” in accordance with Clark County Ordinance 20.04.040 to SOUTHWEST AIRLINES CO., hereinafter “Permittee,” on this __ day of ___________, 200 __, to grant operational rights and privileges for use of the Off-Airport Parking Facility, located at 4700 S. Paradise Road, Las Vegas, Nevada, for the purpose of Permittee’s crew base vehicle parking, predicated upon Permittee’s acceptance and compliance with the following terms and conditions:

1. TERM. The term of this Permit shall be on a month-to-month basis, commencing on April 1, 2008 and will continue for a period not to exceed three (3) years. This Permit may be terminated by either party at any time upon thirty (30) days advance written notice.

2. USE. Upon performance of the agreements, provisions, and conditions contained in this Permit, Permittee will have the privilege to use the Assigned Area, as assigned by the Director of Aviation or designee, for the purpose of Permittee’s crew base vehicle parking and for no other purposes except as may be approved in advance, in writing, by the Director of Aviation or designee.

3. ASSIGNED AREA. Permittee will be allowed to provide the services outlined in Section 2 above, only in areas specifically designated on the attached drawing, entitled “Exhibit A,” attached hereto, and made a part hereof. These areas, as may be assigned from time to time, shall be referred to as the “Assigned Area” for the purpose of this Permit.

Said area(s) may be re-assigned or otherwise modified from time to time, at the sole discretion of the Director of Aviation or designee, to meet the operational needs of the Airport. Should Permittee desire a re-assignment, Permittee shall request the re-assignment, prior to commencement of any activity, from the Director of Aviation or designee. Failure to comply with this requirement may result in the termination of this Permit.

Future modifications to the Assigned Area will be accomplished through a Space Use Letter, executed by the Director of Aviation and any specific terms and conditions will be defined in each Space Use Letter. It is hereby understood and agreed that any new space assignments will be under the general terms and conditions as may be needed to meet the operational needs of the Airport, as determined by the Director of Aviation or designee.

Upon re-assignment of Assigned Area or termination of this Permit, howsoever caused, Permittee will vacate any Assigned Area, as applicable, and return the area to its original condition, normal wear and tear excepted. All material items, whether owned by Permittee or are in Permittee’s custody and control, shall be removed from the Assigned Areas. Any material items left behind by, or on behalf of Permittee, shall be considered abandoned and shall be disposed of accordingly at the sole cost of Permittee.
4. **RENTALS AND FEES.** The fee for the above period of usage will be charged at a rate of Eighty-Five Cents ($0.85) per square foot per year, which equals Seven Thousand One Hundred Thirteen and 93/100 ($7,113.93) Dollars monthly, payable on the first (1st) day of each month, in advance.

5. **REDETERMINATION OF RENTALS AND FEES.** County retains the right to redetermine the rentals and fees paid by Permittee, from time to time, subject to thirty (30) days prior written notice to Permittee from the Director of Aviation or designee. Due to the fact that similarly situated tenants have different anniversary or other rental adjustment dates, County does not warrant that the rentals and fees will be exactly the same at all times for all similarly situated tenants. At no time during the term of this Permit, will the adjusted rents and fees exceed the allowable rents and fees charged to other similarly situated tenants. If Permittee does not agree with such redetermined rentals and fees, it has the right to cancel this Permit.

6. **UTILITIES.** Permittee shall be responsible for and will pay all recurring and nonrecurring costs for utilities, whether for installation, service, connections or maintenance thereof, used by Permittee at or upon the Assigned Area with no responsibility or expense incurred by County. Such payment by Permittee will be made directly to the utility supplier, except that if such utilities should be supplied by the County, then in this event, Permittee will pay those costs to the County upon receipt of invoice therefore. County agrees that any such costs invoiced to Permittee will be based on the rates charged to County by the utility supplier.

7. **METHOD OF PAYMENT AND REPORTS.** Permittee will make all payments by check, made payable to Clark County Department of Aviation, and deliver or mail said payments to the Clark County Department of Aviation, Director of Aviation, P.O. Box 11005, Las Vegas, Nevada 89111-1005, or to such other place as County may direct Permittee in writing.

8. **LATE FEE.** Any payment due by Permittee to the County that is not received within thirty (30) days after the due date will accrue interest at the interest rate of twelve percent (12%) per annum from the due date until paid in full.

9. **TAXES, LICENSES, PERMITS.** Permittee will promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation and lease of Assigned Areas hereunder. Permittee may elect, however, at its own costs and expense, to contest any such tax, excise, levy, or assessment. Permittee will keep current municipal, state, or federal licenses or permits required for the conduct of its business.

10. **IMPROVEMENTS.** Any area in which the Permittee is assigned by the Airport, shall be accepted in its present “AS-IS” condition. Permittee shall not be authorized to make any improvements or alterations of any kind on or to the Assigned Areas during the term of this Permit without the prior written approval of Director of Aviation or designee. Any changes, modifications, or alterations will be at Permittee’s sole cost and expense. Also, any changes or improvements are subject to Director of Aviation or designee’s prior written approval. Plans for such improvements are to be submitted to the office of the Department of Aviation,
LIENS. Permittee shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Assigned Area or any improvements thereon.

Should Permittee cause any improvements to the Assigned Area, Permittee shall cause any contract with any contractor, designer, or other person providing work, labor, or materials to the Assigned Area to include the following clause:

"Contractor agrees on behalf of itself, its subcontractors, suppliers, and consultants and their employees, that there is no legal right to file a lien upon County-owned property, and will not file a mechanic’s lien or otherwise assert any claim against County on account of any work done, labor performed or materials furnished under this contract. Contractor agrees to indemnify, defend and hold County harmless from any liens filed upon the County’s property and shall promptly take all necessary legal action to ensure the removal of any such lien at Contractor’s sole cost."

However, should any lien be placed on the Assigned Area or any improvements thereon, Permittee will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any construction or installation performed by or on behalf of Permittee or any of its contractors or subcontractors upon Permittee’s Assigned Area or arising out of or because of the performance of any work or labor to it or them at said Assigned Area or the furnishing of any materials to it or them for use at said Assigned Area. Should any such lien be made or filed, Permittee will bond against or discharge the same within thirty (30) days after written request by Director of Aviation or designee.

SUBLEASE AND ASSIGNMENT. Permittee will not sublease, rent, or permit any person(s), firms or corporations to occupy any part of any Assigned Areas without having first received the written consent of the Director of Aviation or designee therefor. Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the Assigned Areas as authorized under this Permit and subject to the provisions of this Permit. Permittee will submit a copy of such in writing at the time of requesting the County’s consent.

This Permit and any rights granted hereunder cannot be transferred or assigned to any other party.

INDEMNIFICATION. Permittee agrees to indemnify and hold the County forever harmless from and against all liability, loss, demand, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorney fees) imposed upon the County by reason of injuries or death of persons (including wrongful death) and damages to property caused during and because of Permittee’s use or occupancy of the Assigned Area or any actions or nonactions of Permittee, its officers, employees, agents, customers, invitees or
other representatives; provided however, that such indemnity will not apply as to any negligent act or omission of County, its employees, agents or representatives.

14. **INSURANCE REQUIREMENTS.** Permittee will obtain and keep in full force and effect Commercial General Liability Insurance coverage for injury to property and person, products liability, and such other coverage as may be necessary to protect County herein from such claims and actions. Such insurance shall have limits of not less than **One Million and 00/100 ($1,000,000.00) Dollars** per occurrence limit of liability, personal and advertising injury, **Two Million and 00/100 ($2,000,000.00) Dollars** general aggregate limit of liability and products-completed operations limit of liability.

Permittee will furnish Automobile Liability coverage for claims or damage because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicle whether owned, hired or non-owned. Company will maintain limits of no less than **One Million and 00/100 ($1,000,000.00) Dollars** combined single limit “per accident” for bodily injury and property damage.

Permittee agrees to cause its insurance company to issue a policy endorsement expressly naming CLARK COUNTY, ITS OFFICERS, EMPLOYEES, AND VOLUNTEERS as an additional insured on any Commercial General Liability and Business Auto insurance policy intended for protection under this Permit.

15. **PERMITTEE’S RESPONSIBILITIES.** Permittee agrees to full reimbursement to County for repairs resulting from any damage caused to the Assigned Area during the term of this Permit. At County’s discretion, Permittee will either have the damage repaired to County satisfaction or County personnel will repair the damage, with the cost of time and material reimbursed by Permittee.

Permittee will not erect, install, operate, or cause or permit to be erected, installed or operated in or upon the Assigned Area, any signs or other similar advertising devices for its own business. Any identifying signs will require the prior written approval of the County’s Designated Representative. Such written request may consider factors including, but not limited to, size, type, content and method of installation and will not be unreasonably withheld.

Permittee shall not interfere with other uses of the Assigned Area and shall allow billboard operator access to the Assigned Area to install, erect, operate, and manage billboard structure(s) for its use to related business purposes and incidental thereto in accordance with County’s responsibilities under the Outdoor Agreement. During the term of this Permit, the County reserves the right to immediately suspend and/or restrict use of the Assigned Area, if necessary, for operational purposes or to protect resources, health, safety, the environment, or in the event of noncompliance with the Permit stipulations.

Permittee agrees to return the Assigned Area to its original condition, reasonable wear and tear excepted.
16. **RULES AND REGULATIONS.** Permittee hereby agrees to be bound in the operation of its service at McCarran International Airport by all Airport Rules and Regulations, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, State or Federal, including, but not limited to, those that deal with hazardous material and/or the regulation of protection of the environment, including the ambient air, ground water, surface water and land use, including sub-strata land. Permittee will immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.

17. **ENVIRONMENTAL COMPLIANCE.** Permittee hereby agrees to be bound in the operation of its service at the Airport by all Airport Rules and Regulations, Operating Directives, Airport Environmental Compliance Handbook, Airport Tenant Improvement Manual, Nevada Revised Statutes, County Ordinances or other such governmental regulations, whether municipal, state, or federal, including, but not limited to, those that deal with hazardous material and/or the regulation of protection of the environment, including the ambient air, ground water, surface water, and land use, including sub strata land. Permittee will immediately, upon request, verify compliance to any such requirement, which may be amended or otherwise modified from time to time.

Permittee will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Assigned Areas, or transported to and from the Assigned Areas, by Permittee, its sublessees, their agents, employees, contractors, subcontractors, invitees or a third party in violation of any environmental rules, regulations, ordinances, or laws.

If the presence of any hazardous material on, under or about the Assigned Areas caused or permitted by Permittee results in any contamination of the Assigned Areas, Permittee will promptly take all actions, at its sole cost and expense, as are necessary to return the Assigned Areas to the condition existing prior to the introduction of any such hazardous material to the Assigned Areas. Permittee will take all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Assigned Areas as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Assigned Areas into compliance with all environmental requirements. Such procedures are subject to:

17.1 Prior approval of Director of Aviation or designee, which approval will not be unreasonably withheld. Permittee will submit to Director of Aviation or designee, a written plan for completing all remediation work. Director of Aviation or designee retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.

17.2 Such actions of remediation by Permittee will not potentially have any material adverse long term effect on the Assigned Areas in the sole judgment of Director of Aviation or designee.
18. **ENVIRONMENTAL POLICY.**

18.1 **VIOLATION OF ENVIRONMENTAL LAWS**

Permittee will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Assigned Areas, or transported to and from the Assigned Areas, by Permittee, its sublessees, their agents, employees, contractors, subcontractors, invitees or a third party in violation of the Environmental Laws, as defined herein, or the Airport Environmental Directive as it now exists or as may be modified from time to time.

18.1.1 Director of Aviation or designee will have access to the Assigned Areas to inspect same to insure that Permittee is using the Assigned Areas in accordance with environmental requirements.

18.1.2 Upon request of Director of Aviation or designee, Permittee will conduct such testing and analysis as necessary to ascertain whether Permittee is using the Assigned Areas in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by Permittee and subject to Director of Aviation or designee’s reasonable approval. Copies of such reports from any such testing will be provided to Director of Aviation or designee.

18.1.3 Permittee will provide copies of all notices, reports, claims, demands, or actions concerning any environmental concern or release or threatened release of hazardous materials or special wastes to the environment.

18.2 **CONTAMINATION OF ASSIGNED AREAS**

If the presence of any hazardous material on, under, or about the Assigned Areas caused or permitted by Permittee results in any contamination of the Assigned Areas, Permittee will promptly take any and all actions, at its sole cost and expense, as are necessary to return the Assigned Areas to the condition existing prior to the introduction of any such hazardous material to the Assigned Areas. Permittee will take any and all steps necessary to remedy and remove any such hazardous materials and special wastes and any other environmental contamination as is presently or subsequently discovered on or under the Assigned Areas as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Assigned Areas into compliance with all environmental requirements. Such procedures are subject to:

18.2.1 Prior approval of Director of Aviation or designee, which approval will not be unreasonably withheld. Permittee will submit to Director of Aviation or designee a written plan for completing all remediation work. Director of Aviation or designee retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice.
18.2.2 Such actions of remediation by Permittee will not potentially have any material adverse long term effect on the Assigned Areas in the sole judgment of Director of Aviation or designee.

18.3 COMPLIANCE WITH ALL GOVERNMENTAL AUTHORITIES

Permittee will promptly make all submission to, provide all information to, and comply with all requirements of the appropriate governmental authority under all Environmental Laws, as defined herein, or the Airport Environmental Directive as it now exists or as may be modified from time to time.

18.3.1 Should the Government determine that a site characterization, site assessment, and/or cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of hazardous materials at the Assigned Areas which occur during the term of this Permit then Permittee shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. At no cost or expense to County, Permittee will promptly provide all information requested by Director of Aviation or designee to determine the applicability of the Environmental Laws to the Assigned Areas, or to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination.

18.3.2 Permittee’s obligations and liabilities under this provision will continue so long as County bears any responsibility under the Environmental Laws for any action that occurred on the Assigned Areas during the term of this Permit.

18.3.3 This indemnification of County by Permittee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material located on the Assigned Areas or present in the soil or ground water on, under or about the Assigned Areas.

18.3.4 The parties agree that County’s right to enforce Permittee’s promise to indemnify is not an adequate remedy at law for Permittee’s violation of any provision of this Permit. County will also have the rights set forth in Section 18.4, entitled COUNTY’S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS, of this Permit in addition to all other rights and remedies provided by law or otherwise provided in this Permit.

18.4 COUNTY’S TERMINATION RIGHTS FOR VIOLATION OF ENVIRONMENTAL LAWS

18.4.1 Permittee’s failure or its sublessees, their agents, employees, contractors,
subcontractors, invitees or the failure of a third party to comply with any of the requirements and obligations of this Permit or applicable Environmental Laws will constitute a material default of this Permit and will permit County to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Permit, to which County may resort cumulatively, or singularly, in the alternative.

18.4.2 County may, at County’s election, keep this Permit in effect and enforce all of its rights and remedies under this Permit, including (i) the right to recover rent and other sums as they become due by the appropriate legal action and/or (ii) the right, upon ten (10) days written notice to Permittee, to make payments required of Permittee or perform Permittee’s obligations and be reimbursed by Permittee for the cost thereof, unless such payment is made or obligation performed by Permittee within such ten (10) day period.

18.4.3 Notwithstanding any other provision in this Permit to the contrary, County will have the right of “self help” or similar remedy including access to the Assigned Areas in order to minimize any damages, expenses, penalties, and related fees or costs, arising from or related to a violation of environmental law on, under, or about the Assigned Areas.

18.5 DEFINITIONS

18.5.1 The term “Environmental Laws,” whenever used herein, means any one or all of the laws and/or regulations of the Environmental Protection Agency or any other federal, state, or local agencies, including, but not limited to, the following as the same are amended from time to time:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6941 et seq.)

TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. Section 2601 et seq.)

SAFE DRINKING WATER ACT (42 U.S.C. Section 300h et seq.)

CLEAN WATER ACT (33 U.S.C. Section 1251 et seq.)

CLEAN AIR ACT (U.S.C. Section 7401 et seq.)

SANITATION (Nevada Revised Statutes, Chapter 444)

NEVADA WATER POLLUTION CONTROL LAW (Nevada
Revised Statutes 445.131 through 445.399

HAZARDOUS MATERIALS, INCLUDING UNDERGROUND STORAGE TANK REGULATIONS (Nevada Revised Statutes, Chapter 459)

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) (29 CFR, Sections 1910 and 1926)

and regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the federal, state, or local government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, (including, but not limited to, ambient air procedures and records detailing chlorofluorocarbons [CFC]), ambient air, ground water, surface water and land use, including sub-strata land.

18.5.2 The term "Hazardous Material," whenever used herein, means the definitions of hazardous substance, hazardous material, toxic substance, regulated substance or solid waste as defined within the following:

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. Section 9601 et seq.)

RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. Section 6901 et seq.)

HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. Section 1801 et seq.)

and all present or future regulations promulgated thereto.

DEPARTMENT OF TRANSPORTATION TABLE (49 C.F.R. Section 172.101) and amendments thereto.

ENVIRONMENTAL PROTECTION AGENCY (40 C.F.R. Part 302 and amendments thereto)

TRANSPORTATION OF HAZARDOUS MATERIALS BY MOTOR VEHICLE (Nevada Revised Statutes 459.700 through 459.780)

and all present or future regulations promulgated thereto.

All substances, materials, and wastes that are, or that become, regulated under, or that are, or that become classified as hazardous or toxic under any environmental law, whether such laws are federal, state, or local.
March 14, 2008

19. **NOTICES.** All operational matters will be coordinated with the County’s Ground Transportation/Parking personnel, whose decision on any and all matters pertaining to said operation will be final. Mr. Dan Busch, at 261-5707, will be the point of contact for coordination of operational matters.

The contact (other than for operational matters as described hereinabove) will be:

Mr. Phillip A. Detmer  
Aviation Contract Specialist  
Clark County Department of Aviation  
P.O. Box 11005  
Las Vegas, NV, 89111-1005

(702) 261-4224 (voice), (702) 261-5050 (fax)

20. This Permit and any rights granted hereunder cannot be transferred or assigned to any other party.

21. The submission of this Permit for examination does not constitute an offer to lease the Premises and this Permit becomes effective only upon the full execution of this Permit by the Parties. If any provision herein is invalid, it shall be considered deleted from this Permit and shall not invalidate the remaining provisions of this Permit. Each of the Parties hereto warrants to the other that the person or persons executing this Permit on behalf of such Party has the full right, power and authority to enter into and execute this Permit on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Permit.

22. The provisions of this Permit relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Permit. Additionally, any provisions of this Permit which require performance subsequent to the termination or expiration of this Permit shall also survive such termination or expiration.

23. The Director of Aviation or designee has the authority to act on behalf of the Board of County Commissioners for all purposes of this Permit, including the ability to terminate this Permit as set forth herein.
March 14, 2008

IN WITNESS WHEREOF, County and Permittee have executed these presents the day and year first above written.

CLARK COUNTY, NEVADA

BY: _____________________________
    RANDALL H. WALKER
    Director of Aviation

SOUTHWEST AIRLINES CO.

SIGN: __________________________

PRINT: _________________________
    Bob Montgomery
    Vice President - Properties

TITLE: _________________________

APPROVED AS TO FORM:
David Roger, District Attorney

BY: _____________________________
    (Deputy)
EXHIBIT 'A'

NAPLES DRIVE

S88°57'16"E 448.50'

S88°57'16"E 354.23'

ASSIGNED AREA

PARCEL 2 (PM: 49-91)

LANDSCAPE AREA WITH SIGN

BUILDING

FENCED OFF AREA

BUILDING

BLDG

162-22-307-003

162-22-402-001

ASSIGNED AREA

SOUTHWEST AIRLINES, CO. CREW BASE VEHICLE PARKING

LEASE AREA 100,432 S.F.
2.30 Acres

SCALE 1"=100'

DATE 9-11-07

DWG. NO. L-2621

SHEET 1 OF 3
EXHIBIT 'A'

EXPLANATION: THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHEASTERLY OF HARMON AVENUE AND PARADISE ROAD.

LEGAL DESCRIPTION

BEING A PORTION OF THE NORTH HALF (N 1/2) OF SOUTHWEST QUARTER (SW 1/4) OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 OF THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN FILE 49 OF PARCEL MAPS, AT PAGE 91, SAME BEING ON THE EASTERLY RIGHT-OF-WAY OF PARADISE ROAD; THENCE SOUTH 88°57'16" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 354.23 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, SAME BEING ON THE WESTERLY RIGHT-OF-WAY OF SWENSON STREET; THENCE SOUTH 09°28'44" EAST, ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 2, COINCIDENT WITH SAID WESTERLY RIGHT-OF-WAY, 277.72 FEET TO BEGINNING OF CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 640.00 FEET; THENCE SOUTHEASTERLY, 53.21 FEET ALONG SAID EASTERLY BOUNDARY, SAID WESTERLY RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 04°45'50"; THENCE NORTH 88°57'16" WEST, DEPARTING SAID EASTERLY BOUNDARY OF SAID PARCEL 2, A DISTANCE OF 329.20 FEET; TO THE WESTERLY BOUNDARY OF SAID PARCEL 2, SAME BEING ON THE EASTERLY RIGHT-OF-WAY OF PARADISE ROAD; THENCE NORTH 14°03'03" WEST, ALONG SAID WESTERLY BOUNDARY AND SAID EASTERLY RIGHT-OF-WAY, 336.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 100,432 SQUARE FEET (2.30 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS. THE 92,501 SQUARE FEET DOES NOT INCLUDE EXISTING BUILDING, LANDSCAPE, OR FENCED OFF AREAS AS SHOWN ON SHEET 1 OF 3.
EXHIBIT 'A'

BASIS OF BEARING:
NORTH 89°31′40″ EAST, BEING THE BEARING OF SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON THAT CERTAIN PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 49 OF PARCEL MAPS, AT PAGE 91.

END OF DESCRIPTION.

THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.
**OWNERSHIP/APPLICANT DISCLOSURE FORM**

Type of Business: Corporation
- Individual
- Partnership
- Limited Liability Company
- Corporation
- Trust
- Other

Business Name (include d.b.a., if applicable): Southwest Airlines Co.

Business Address: 2702 Love Field Drive, P.O. Box 36611
Dallas, TX 75235-1611

Business Telephone: 214-792-4000

Disclosure of Ownership:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership of financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all corporate financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>Ownership Shares</th>
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<tbody>
<tr>
<td>Capital Research Global Investors</td>
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<td>73,449,000(2) 10.0%</td>
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<tr>
<td>333 South Hope Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Los Angeles, CA 90071</td>
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<tr>
<td>T. Rowe Price Associates, Inc.</td>
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<td>55,296,326(3) 7.6%</td>
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<td>100 E. Pratt Street</td>
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<tr>
<td>Baltimore, MD 21202</td>
<td></td>
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<tr>
<td>PRIMECAP Management Company</td>
<td></td>
<td>54,003,549(4) 7.4%</td>
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<tr>
<td>225 South Lake Avenue, #400</td>
<td></td>
<td></td>
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<tr>
<td>Pasadena, CA 91101</td>
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<tr>
<td>The Growth Fund of America, Inc.</td>
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<td>43,578,877(5) 6.0%</td>
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<tr>
<td>333 South Hope Street</td>
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<tr>
<td>Los Angeles, CA</td>
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</tr>
</tbody>
</table>

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the Board will not take any action on the land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature/Capacity

[Signature]

Print Name

[Print Name]

Date

7/17/08