

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: December 4, 2025

CALENDAR NO. 35,320

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GREEN (BY REQUEST)

AN ORDINANCE to approve and authorize the Mayor of the City of New Orleans (“City”), acting by and through the New Orleans Aviation Board (“NOAB”), to enter into lease amendments to the Airline-Airport Use and Lease Agreements with the signatory airlines operating at the Louis Armstrong New Orleans International Airport (the “Airport”), under circumstances in which a solicitation and selection process is not required by law; and otherwise to provide with respect thereto.

WHEREAS, in accordance with Section 5-602 of the Home Rule Charter for the City, NOAB is charged with the custody, maintenance, administration, and operation of the Airport; and

WHEREAS, the City, through the NOAB, is the lessor under a series of lease agreements with signatory airlines: American Airlines, Inc., Delta Air Lines, Inc., Federal Express Corporation, JetBlue Airways Corporation, Southwest Airlines, Co., Spirit Airlines, Inc., United Air Lines, Inc., and United Parcel Service, Inc. as lessees of space within and outside the main terminal building and now desire to amend the Agreement to modify certain provisions of the Agreement; **NOW, THEREFORE**

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Council hereby approves or ratifies, as applicable, and that the Mayor of the
3 City of New Orleans be and she is hereby authorized to sign the following lease-related documents

4 in substantial conformance to and with Exhibits A through G, respectively, attached hereto and
5 made a part hereof:

6	Exhibit	<u>Document</u>	<u>Lessee</u>
7	A	Lease Amendment	American Airlines, Inc.
8	B	Lease Amendment	Delta Air Lines, Inc.
9	C	Lease Amendment	Federal Express Corporation
10	D	Lease Amendment	JetBlue Airways Corporation
11	E	Lease Amendment	Southwest Airlines Co
12	F	Lease Amendment	Spirit Airlines, Inc.
13	G	Lease Amendment	United Parcel Service, Inc.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

**EIGHTH AMENDMENT
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
AMERICAN AIRLINES, INC.**

This Eighth Amendment (the “2026 Amendment”) to the Airline-Airport Use And Lease Agreement (the “Original Agreement”), dated January 1, 2009, between the City of New Orleans (“City”), by and through the New Orleans Aviation Board (“NOAB”) represented by Hon. Michael G. Bagneris, its Chairman and AMERICAN AIRLINES, INC. (“AIRLINE”) represented by its authorized representative is entered into between the parties hereto with an effective date of January 1, 2024 (the “Effective Date”)

WITNESSETH:

WHEREAS, NOAB is charged with the custody, administration, operation, and management of the Louis Armstrong New Orleans International Airport (the “Airport”) that is owned by the City; and

WHEREAS, NOAB has the legal and sole responsibility for the operation, maintenance, improvement and promotion of the Airport; and

WHEREAS, NOAB has the right to lease, license, or otherwise provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Amendment in respect thereof subject to the approval of the New Orleans City Council; and

WHEREAS, AIRLINE is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, AIRLINE previously entered into the Original Agreement that granted rights to certain Preferential Use Premises and Common Use Premises, as well as certain other rights, services and privileges in connection with the use of the Airport and its facilities; and

WHEREAS, the Parties to the Agreement previously executed (1) a first amendment to the Original Agreement with an effective date of September 14, 2012 (the “2012 Amendment”), (2) a second amendment to the Original Agreement with an effective date of January 1, 2014 and a third amendment to the Original Agreement with an effective date of January 16, 2014 (collectively the “2014 Amendments”), (3) a fourth amendment to the Original Agreement with an effective date of January 1, 2015 (the “2015 Amendment”), (4) a fifth amendment to the Original Agreement with

an effective date of January 1, 2016 (the “2016 Amendment”), and (5) a sixth amendment to the Original Agreement with an effective date of January 1, 2018 (the “2018” Amendment) (the Original Agreement, and 2012, 2014, 2015, 2016, and 2018 Amendments, collectively the “Agreement”) that provided for, among other things, extension of the Term of the Agreement through December 31, 2023 and AIRLINE support of the North Terminal Project for the North Terminal Building (the “North Terminal”) and business plan outlined in an Airline-Airport Use and Lease Agreement Term Sheet (“Term Sheet”) that was attached to the 2015 Amendment as Exhibit A and amended by the 2016 Amendment and 2018 Amendment; and effective January 1, 2024, the Parties entered into the seventh amendment to the Original Agreement (“2024 Amendment”) extending the term of the Agreement until December 31, 2025; and

WHEREAS, the parties hereto desire to amend the Agreement to extend the Term for two additional years ; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, agree to further amend the Agreement, as set forth below:

- 1.) Extension and Amendment to Article 3 of the Agreement. The Parties hereby agree to amend Article 3 of the Agreement to extend the Term of the Agreement to the date that is the earlier to occur of: (1) the date that a new Airline-Airport Use and Lease Agreement is executed by NOAB and at least two (2) Signatory Airlines that together account for the numerical majority of the total enplaned passengers served at the Airport in the immediately preceding twelve month period; or (2) December 31, 2027.

Notwithstanding the foregoing, if neither the execution of a new Airline-Airport Use and Lease Agreement as contemplated above has not occurred on or before December 31, 2027, unless otherwise extended, the Agreement will continue thereafter on a month-to-month basis until the date that a new Airline-Airport Use and Lease Agreement is executed as contemplated above, the Agreement is extended or the Agreement is terminated.

IN WITNESS WHEREOF the parties hereto have entered into this 2026 Amendment effective as of the Effective Date set forth hereinabove.

**Resolution approving this contract and directing the
Chairman and Director of Aviation to sign on behalf of
the NOAB passed on November 20, 2025.**

NEW ORLEANS AVIATION BOARD

By: _____

Hon. Michael Bagneris, Chairman
New Orleans Aviation Board

Date

By: _____
Kevin Dolliole, Director of Aviation
New Orleans Aviation Board

Date

Reviewed as to form and legality:

By: _____
Legal Department
New Orleans Aviation Board

Date

[AIRLINE SIGNATURE CONTAINED ON NEXT PAGE]

**SEVENTH AMENDMENT
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
DELTA AIR LINES, INC.**

This Seventh Amendment (the “2026 Amendment”) to the Airline-Airport Use And Lease Agreement (the “Original Agreement”), dated January 1, 2009, between the City of New Orleans (“City”), by and through the New Orleans Aviation Board (“NOAB”) represented by Hon. Michael G. Bagneris, its Chairman and DELTA AIR LINES, INC. (“AIRLINE”) represented by its authorized representative is entered into between the parties hereto with an effective date of January 1, 2026 (the “Effective Date”)

WITNESSETH:

WHEREAS, NOAB is charged with the custody, administration, operation, and management of the Louis Armstrong New Orleans International Airport (the “Airport”) that is owned by the City; and

WHEREAS, NOAB has the legal and sole responsibility for the operation, maintenance, improvement and promotion of the Airport; and

WHEREAS, NOAB has the right to lease, license, or otherwise provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Amendment in respect thereof subject to the approval of the New Orleans City Council; and

WHEREAS, AIRLINE is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, AIRLINE previously entered into the Original Agreement that granted rights to certain Preferential Use Premises and Common Use Premises, as well as certain other rights, services and privileges in connection with the use of the Airport and its facilities; and

WHEREAS, the Parties to the Agreement previously executed (1) a first amendment to the

Original Agreement with an effective date of February 1, 2012 (the “2012 Amendment”), (2) a second amendment to the Original Agreement with an effective date of January 1, 2014 (the “2014 Amendment”), (3) a third amendment to the Original Agreement with an effective date of January 1, 2015 (the “2015 Amendment”), (4) a fourth amendment to the Original Agreement with an effective date of January 1, 2016 (the “2016 Amendment”), (5) a fifth amendment to the Original Agreement with an effective date of January 1, 2018 (the “2018 Amendment”), and (6) a sixth amendment to the Original Agreement with an effective date of January 1, 2024 (“2024 Amendment”) extending the term of the Agreement until December 31, 2025 (the Original Agreement, and 2012, 2014, 2015, 2016, 2018 and 2024 Amendments, collectively the “Agreement”); and

WHEREAS, the Parties hereto desire to amend the Agreement to extend the Term for two additional years; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, agree to further amend the Agreement, as set forth below:

- 1.) Extension and Amendment to Article 3 of the Agreement. The Parties hereby agree to amend Article 3 of the Agreement to extend the Term of the Agreement to the date that is the earlier to occur of: (1) the date that a new Airline-Airport Use and Lease Agreement is executed by NOAB and at least two (2) Signatory Airlines that together account for the numerical majority of the total enplaned passengers served at the Airport in the immediately preceding twelve month period; or (2) December 31, 2027.

Notwithstanding the foregoing, if the execution of a new Airline-Airport Use and Lease Agreement as contemplated above has not occurred on or before December 31, 2027, unless otherwise extended, the Agreement will continue thereafter on a month-to-month basis until the date that a new Airline-Airport Use and Lease Agreement is executed as contemplated above, the Agreement is extended or the Agreement is terminated.

IN WITNESS WHEREOF the parties hereto have entered into this 2026 Amendment effective as of the Effective Date set forth hereinabove.

Resolution approving this contract and directing the Chairman and Director of Aviation to sign on behalf of the NOAB passed on November 20, 2025.

NEW ORLEANS AVIATION BOARD

By: _____
Hon. Michael Bagneris, Chairman Date
New Orleans Aviation Board

By: _____
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: _____
Legal Department Date
New Orleans Aviation Board

[AIRLINE SIGNATURE CONTAINED ON NEXT PAGE]

DELTA AIR LINES, INC.

By: _____
Delta Air lines, Inc. Date

Print Name: _____

Title: _____

Tax ID #: _____

**SIXTH AMENDMENT
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
FEDERAL EXPRESS CORPORATION**

This Sixth Amendment (the “2026 Amendment”) to the Airline-Airport Use And Lease Agreement (the “Original Agreement”), dated January 1, 2009, between the City of New Orleans (“City”), by and through the New Orleans Aviation Board (“NOAB”) represented by Hon. Michael G. Bagneris, its Chairman and **FEDERAL EXPRESS CORPORATION** (“AIRLINE”) represented by its authorized representative is entered into between the parties hereto with an effective date of January 1, 2026 (the “Effective Date”)

WITNESSETH:

WHEREAS, NOAB is charged with the custody, administration, operation, and management of the Louis Armstrong New Orleans International Airport (the “Airport”) that is owned by the City; and

WHEREAS, NOAB has the legal and sole responsibility for the operation, maintenance, improvement and promotion of the Airport; and

WHEREAS, NOAB has the right to lease, license, or otherwise provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Amendment in respect thereof subject to the approval of the New Orleans City Council; and

WHEREAS, AIRLINE is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, AIRLINE previously entered into the Original Agreement that granted rights to certain Preferential Use Premises and Common Use Premises, as well as certain other rights, services and privileges in connection with the use of the Airport and its facilities; and

WHEREAS, the Parties to the Agreement previously executed (1) a first amendment to the Original Agreement, with an effective date of January 1, 2014 (the “2014 Amendment”), (2) a second amendment to the Original Agreement, with an effective date of January 1, 2015 (the “2015 Amendment”), (3) a third amendment to the Original Agreement, with an effective date of January 1, 2016 (the “2016 Amendment”), and (4) a fourth amendment to the Original Agreement, with an

effective date of January 1, 2018 (the “2018 Amendment”) (the Original Agreement, and 2014, 2015, 2016, and 2018 Amendments, collectively the “Agreement”) that provided for, among other things, extension of the Term of the Agreement through December 31, 2023 and AIRLINE support of the North Terminal Project for the north terminal building (the “North Terminal”) and business plan outlined in an Airline-Airport Use and Lease Agreement Term Sheet (“Term Sheet”) that was attached to the 2015 Amendment as Exhibit A and amended by the 2016 Amendment and 2018 Amendment; and effective January 1, 2024, the Parties entered into the fifth amendment to the Original Agreement (“2024 Amendment”) extending the term of the Agreement until December 31, 2025; and

WHEREAS, the parties hereto desire to amend the Agreement to extend the Term for two years; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, agree to further amend the Agreement, as set forth below:

- 1.) Extension and Amendment to Article 3 of the Agreement. The Parties hereby agree to amend Article 3 of the Agreement to extend the Term of the Agreement to the date that is the earlier to occur of: (1) the date that a new Airline-Airport Use and Lease Agreement is executed by NOAB and at least two (2) Signatory Airlines that together account for the numerical majority of the total enplaned passengers served at the Airport in the immediately preceding twelve month period; or (2) December 31, 2027.

Notwithstanding the foregoing, if the execution of a new Airline-Airport Use and Lease Agreement as contemplated above has not occurred on or before December 31, 2027, unless otherwise extended, the Agreement will continue thereafter on a month-to-month basis until the date that a new Airline-Airport Use and Lease Agreement is executed as contemplated above, the Agreement is extended or the Agreement is terminated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have entered into this 2026 Amendment effective as of the Effective Date set forth hereinabove.

Resolution approving this contract and directing the Chairman and Director of Aviation to sign on behalf of the NOAB passed on November 20, 2025.

NEW ORLEANS AVIATION BOARD

By: _____
Hon. Michael Bagneris, Chairman Date
New Orleans Aviation Board

By: _____
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: _____
Legal Department Date
New Orleans Aviation Board

[AIRLINE SIGNATURE CONTAINED ON NEXT PAGE]

FEDERAL EXPRESS CORPORATION

By: _____
FEDERAL EXPRESS CORPORATION Date

Print Name: _____

Title: _____

Tax ID #: _____

**SEVENTH AMENDMENT
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
JETBLUE AIRWAYS CORPORATION**

This Seventh Amendment (the “2026 Amendment”) to the Airline-Airport Use And Lease Agreement (the “Original Agreement”), dated January 1, 2009, between the City of New Orleans (“City”) by and through the New Orleans Aviation Board (“NOAB”) represented by Hon. Michael G. Bagneris, its Chairman and **JETBLUE AIRWAYS CORPORATION** (“AIRLINE”) represented by its authorized representative is entered into between the parties hereto with an effective date of January 1, 2024 (the “Effective Date”)

WITNESSETH:

WHEREAS, NOAB is charged with the custody, administration, operation, and management of the Louis Armstrong New Orleans International Airport (the “Airport”) that is owned by the City; and

WHEREAS, NOAB has the legal and sole responsibility for the operation, maintenance, improvement and promotion of the Airport; and

WHEREAS, NOAB has the right to lease, license, or otherwise provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Amendment in respect thereof subject to the approval of the New Orleans City Council; and

WHEREAS, AIRLINE is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, AIRLINE previously entered into the Original Agreement that granted rights to certain Preferential Use Premises and Common Use Premises, as well as certain other rights, services and privileges in connection with the use of the Airport and its facilities; and

WHEREAS, the Parties to the Agreement previously executed (1) a first amendment to the Original Agreement, with an effective date of June 1, 2012 (the “2012 Amendment”), (2) a second amendment to the Original Agreement, with an effective date of January 1, 2014 (the “2014

Amendment”), (3) a third amendment to the Original Agreement, with an effective date of January 1, 2015 (the “2015 Amendment”), (4) a fourth amendment to the Original Agreement, with an effective date of January 1, 2016 (the “2016 Amendment”), and (5) a fifth amendment to the Original Agreement, with an effective date of January 1, 2018 (the “2018 Amendment”) (the Original Agreement, and 2012, 2014, 2015, 2016, and 2018 Amendments, collectively the “Agreement”) that provided for, among other things, extension of the Term of the Agreement through December 31, 2023 and AIRLINE support of the North Terminal Project for the north terminal building (the “North Terminal”) and business plan outlined in an Airline-Airport Use and Lease Agreement Term Sheet (“Term Sheet”) that was attached to the 2015 Amendment as Exhibit A and amended by the 2016 Amendment and 2018 Amendment; and effective January 1, 2024, the Parties entered into the sixth amendment to the Original Agreement (“2024 Amendment”) extending the term of the Agreement until December 31, 2025; and

WHEREAS, the Parties hereto desire to amend the Agreement to to extend the Term for two additional years; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, agree to further amend the Agreement, as set forth below:

- 1.) Extension and Amendment to Article 3 of the Agreement. The Parties hereby agree to amend Article 3 of the Agreement to extend the term of the Agreement to the date that is the earlier to occur of: (1) the date that a new Airline-Airport Use and Lease Agreement is executed by NOAB and at least two (2) Signatory Airlines that together account for the numerical majority of the total enplaned passengers served at the Airport in the immediately preceding twelve month period; or (2) December 31, 2027.

Notwithstanding the foregoing, if the execution of a new Airline-Airport Use and Lease Agreement as contemplated above has not occurred on or before December 31, 2027, unless otherwise extended, the Agreement will continue thereafter on a month-to-month basis until the date that a new Airline-Airport Use and Lease Agreement is executed as contemplated above, the Agreement is extended or the Agreement is terminated.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGES FOLLOW]

JETBLUE AIRWAYS CORPORATION

By: _____
JETBLUE AIRWAYS CORPORATION Date

Print Name: _____

Title: _____

Tax ID #: _____

**SEVENTH AMENDMENT
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
SOUTHWEST AIRLINES CO.**

This Seventh Amendment (the “2026 Amendment”) to the Airline-Airport Use And Lease Agreement (the “Original Agreement”), dated January 1, 2009, between the City of New Orleans (“City”) by and through the New Orleans Aviation Board (“NOAB”) represented by Hon. Michael G. Bagneris, its Chairman and **SOUTHWEST AIRLINES CO.** (“AIRLINE”) represented by its authorized representative is entered into between the parties hereto with an effective date of January 1, 2026 (the “Effective Date”)

WITNESSETH:

WHEREAS, NOAB is charged with the custody, administration, operation, and management of the Louis Armstrong New Orleans International Airport (the “Airport”) that is owned by the City; and

WHEREAS, NOAB has the legal and sole responsibility for the operation, maintenance, improvement and promotion of the Airport; and

WHEREAS, NOAB has the right to lease, license, or otherwise provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Amendment in respect thereof subject to the approval of the New Orleans City Council; and

WHEREAS, AIRLINE is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, AIRLINE previously entered into the Original Agreement that granted rights to certain Preferential Use Premises and Common Use Premises, as well as certain other rights, services and privileges in connection with the use of the Airport and its facilities; and

WHEREAS, the Parties to the Agreement previously executed (1) a first amendment to the Original Agreement, with an effective date of June 16, 2012 (the “2012 Amendment”), (2) a second amendment to the Original Agreement, with an effective date of January 1, 2014 (the “2014 Amendment”), (3) a third amendment to the Original Agreement, with an effective date of January 1, 2015 (the “2015 Amendment”), (4) a fourth amendment to the Original Agreement, with an

effective date of January 1, 2016 (the “2016 Amendment”), and (5) a fifth amendment to the Original Agreement, with an effective date of January 1, 2018 (the “2018 Amendment”) (the Original Agreement, and 2012, 2014, 2015, 2016, and 2018 Amendments, collectively the “Agreement”) that provided for, among other things, extension of the Term of the Agreement through December 31, 2023 and AIRLINE support of the North Terminal Project for the north terminal building (the “North Terminal”) and business plan outlined in an Airline-Airport Use and Lease Agreement Term Sheet (“Term Sheet”) that was attached to the 2015 Amendment as Exhibit A and amended by the 2016 Amendment and 2018 Amendment; and effective January 1, 2024, the Parties entered into the sixth amendment to the Original Agreement (“2024 Amendment”) extending the term of the Agreement until December 31, 2025; and

WHEREAS, the Parties hereto desire to amend the Agreement to extend the Term for two additional years; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, agree to further amend the Agreement, as set forth below:

- 1.) Extension and Amendment to Article 3 of the Agreement. The Parties hereby agree to amend Article 3 of the Agreement to extend the Term of the Agreement to the date that is the earlier to occur of: (1) the date that a new Airline-Airport Use and Lease Agreement is executed by NOAB and at least two (2) Signatory Airlines that together account for the numerical majority of the total enplaned passengers served at the Airport in the immediately preceding twelve month period; or (2) December 31, 2027.

Notwithstanding the foregoing, if the execution of a new Airline-Airport Use and Lease Agreement as contemplated above has not occurred on or before December 31, 2027, unless otherwise extended, the Agreement will continue thereafter on a month-to-month basis until the date that a new Airline-Airport Use and Lease Agreement is executed as contemplated above, the Agreement is extended, or the Agreement is terminated.

IN WITNESS WHEREOF the parties hereto have entered into this 2026 Amendment effective as of the Effective Date set forth hereinabove.

Resolution approving this contract and directing the Chairman and Director of Aviation to sign on behalf of the NOAB passed on November 20, 2025.

NEW ORLEANS AVIATION BOARD

By: _____

Hon. Michael Bagneris, Chairman
New Orleans Aviation Board

Date

By: _____
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: _____
Legal Department Date
New Orleans Aviation Board

[AIRLINE SIGNATURE CONTAINED ON NEXT PAGE]

SOUTHWEST AIRLINES CO.

By: _____
SOUTHWEST AIRLINES CO. Date

Print Name: _____

Title: _____

Tax ID #: _____

**THIRD AMENDMENT
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
SPIRIT AIRLINES, LLC.**

This Third Amendment (the “2026 Amendment”) to the Airline-Airport Use And Lease Agreement (the “Original Agreement”), dated January 1, 2009, between the City of New Orleans (“City”), by and through the New Orleans Aviation Board (“NOAB”) represented by Hon. Michael G. Bagneris, its Chairman and **SPRIT AIRLINES, LLC** (f/k/a Spirit Airlines, Inc.). (“AIRLINE”) represented by its authorized representative is entered into between the parties hereto with an effective date of January 1, 2026 (the “Effective Date”)

WITNESSETH:

WHEREAS, NOAB is charged with the custody, administration, operation, and management of the Louis Armstrong New Orleans International Airport (the “Airport”) that is owned by the City; and

WHEREAS, NOAB has the legal and sole responsibility for the operation, maintenance, improvement and promotion of the Airport; and

WHEREAS, NOAB has the right to lease, license, or otherwise provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Amendment in respect thereof subject to the approval of the New Orleans City Council; and

WHEREAS, AIRLINE is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, AIRLINE previously entered into the Original Agreement that granted rights to certain Preferential Use Premises and Common Use Premises, as well as certain other rights, services and privileges in connection with the use of the Airport and its facilities; and

WHEREAS, the Parties to the Agreement previously executed provided (1) a first amendment to the Original Agreement, with an effective date of January 1, 2018 (the “2018” Amendment”) (the Original Agreement and the 2018 Amendment, collectively the “Agreement”) that provided for, among other things, that the Term of the Agreement will extend through December 31, 2023 and AIRLINE support of the North Terminal Project for the north terminal building (the “North

Terminal”) and business plan outlined in an Airline-Airport Use and Lease Agreement Term Sheet (“Term Sheet”) that was attached as Exhibit H and amended by the 2018 Amendment; and Effective January 1, 2024, the Parties entered into the second amendment to the Original Agreement (“2024 Amendment”) extending the term of the Agreement until December 31, 2025; and

WHEREAS, the Parties hereto desire to amend the Agreement to extend the Term for two additional years; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, agree to further amend the Agreement, as set forth below:

- 1.) Extension and Amendment to Article 3 of the Agreement. The Parties hereby agree to amend Article 3 of the Agreement to extend the term of the Agreement to the date that is the earlier to occur of: (1) the date that a new Airline-Airport Use and Lease Agreement is executed by NOAB and at least two (2) Signatory Airlines that together account for the numerical majority of the total enplaned passengers served at the Airport in the immediately preceding twelve month period; or (2) December 31, 2027.

Notwithstanding the foregoing, if the execution of a new Airline-Airport Use and Lease Agreement as contemplated above has not occurred on or before December 31, 2027, unless otherwise extended, the Agreement will continue thereafter on a month-to-month basis until the date that a new Airline-Airport Use and Lease Agreement is executed as contemplated above, the Agreement is extended or the Agreement is terminated.

IN WITNESS WHEREOF the parties hereto have entered into this 2026 Amendment effective as of the Effective Date set forth hereinabove.

[NOAB SIGNATURES CONTAINED ON NEXT PAGE]

Resolution approving this contract and directing the Chairman and Director of Aviation to sign on behalf of the NOAB passed on November 20, 2025.

NEW ORLEANS AVIATION BOARD

By: _____
Hon. Michael Bagneris, Chairman Date
New Orleans Aviation Board

By: _____
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: _____
Legal Department Date
New Orleans Aviation Board

[AIRLINE SIGNATURE CONTAINED ON NEXT PAGE]

SPIRIT AIRLINES, LLC.

By: _____
SPIRIT AIRLINES, LLC. Date

Print Name: _____

Title: _____

Tax ID #: _____

**SEVENTH AMENDMENT
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
UNITED AIRLINES, INC. F/K/A CONTINENTAL AIRLINES, INC.**

This Seventh Amendment (the “2026 Amendment”) to the Airline-Airport Use And Lease Agreement (the “Original Agreement”), dated January 1, 2009, between the City of New Orleans (“City”) by and through the New Orleans Aviation Board (“NOAB”) represented by Hon. Michael G. Bagneris, its Chairman and **UNITED AIRLINES, INC. F/K/A CONTINENTAL AIRLINES, INC.** (“AIRLINE”) represented by its authorized representative is entered into between the parties hereto with an effective date of January 1, 2026 (the “Effective Date”)

WITNESSETH:

WHEREAS, NOAB is charged with the custody, administration, operation, and management of the Louis Armstrong New Orleans International Airport (the “Airport”) that is owned by the City; and

WHEREAS, NOAB has the legal and sole responsibility for the operation, maintenance, improvement and promotion of the Airport; and

WHEREAS, NOAB has the right to lease, license, or otherwise provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Amendment in respect thereof subject to the approval of the New Orleans City Council; and

WHEREAS, AIRLINE is engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo; and

WHEREAS, AIRLINE previously entered into the Original Agreement that granted rights to certain Preferential Use Premises and Common Use Premises, as well as certain other rights, services and privileges in connection with the use of the Airport and its facilities; and

WHEREAS, the Parties to the Agreement previously executed (1) a first amendment to the Original Agreement, with an effective date of July 21, 2012 (the “2012 Amendment”), (2) a second amendment to the Original Agreement, with an effective date of January 1, 2014 (the “2014

Amendment”), (3) a third amendment to the Original Agreement, with an effective date of January 1, 2015 (the “2015 Amendment”), (4) a fourth amendment to the Original Agreement, with an effective date of January 1, 2016 (the “2016 Amendment”), and (5) a fifth amendment to the Original Agreement, with an effective date of January 1, 2018 (the Original Agreement, and 2012, 2014, 2015, 2016, and 2018 Amendments, collectively the “Agreement”) that provided for, among other things, extension of the Term of the Agreement through December 31, 2023 and AIRLINE support of the North Terminal Project for the north terminal building (the “North Terminal”) and business plan outlined in an Airline-Airport Use and Lease Agreement Term Sheet (“Term Sheet”) that was attached to the 2015 Amendment as Exhibit A and amended by the 2016 Amendment and 2018 Amendment; and effective January 1, 2024, the Parties entered into the sixth amendment to the Original Agreement (“2024 Amendment”) extending the term of the Agreement until December 31, 2025; and

WHEREAS, the Parties hereto desire to amend the Agreement to extend the Term for two additional years; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, agree to further amend the Agreement, as set forth below:

- 1.) Extension and Amendment to Article 3 of the Agreement. The Parties hereby agree to amend Article 3 of the Agreement to extend the Term of the Agreement to the date that is the earlier to occur of: (1) the date that a new Airline-Airport Use and Lease Agreement is executed by NOAB and at least two (2) Signatory Airlines that together account for the numerical majority of the total enplaned passengers served at the Airport in the immediately preceding twelve month period; or (2) December 31, 2027.

Notwithstanding the foregoing, if the execution of a new Airline-Airport Use and Lease Agreement as contemplated above has not occurred on or before December 31, 2027, unless otherwise extended, the Agreement will continue thereafter on a month-to-month basis until the date that a new Airline-Airport Use and Lease Agreement is executed as contemplated above, the Agreement is extended or the Agreement is terminated.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE
PAGES FOLLOW]**

**UNITED AIRLINES, INC. F/K/A CONTINENTAL
AIRLINES, INC.**

By: _____
UNITED AIRLINES, INC. F/K/A DATE
CONTINENTAL AIRLINES, INC.

Print Name: _____

Title: _____

Tax ID #: _____

**SEVENTH AMENDMENT
AIRLINE-AIRPORT USE AND LEASE AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
UNITED PARCEL SERVICE CO**

This Seventh Amendment (the “2026 Amendment”) to the Airline-Airport Use And Lease Agreement (the “Original Agreement”), dated January 1, 2009, between the City of New Orleans (“City”), by and through the New Orleans Aviation Board (“NOAB”) represented by Hon. Michael G. Bagneris, its Chairman and UNITED PARCEL SERVICE CO. (“AIRLINE”) represented by its authorized representative is entered into between the parties hereto with an effective date of January 1, 2026 (the “Effective Date”)

WITNESSETH:

WHEREAS, NOAB is charged with the custody, administration, operation, and management of the Louis Armstrong New Orleans International Airport (the “Airport”) that is owned by the City; and

WHEREAS, NOAB has the legal and sole responsibility for the operation, maintenance, improvement, and promotion of the Airport; and

WHEREAS, NOAB has the right to lease, license, or otherwise provide for the use of land, property, and facilities of the Airport and has full power and authority to enter into this Amendment in respect thereof subject to the approval of the New Orleans City Council; and

WHEREAS, AIRLINE is engaged in the business of transportation by air of persons, property, mail, parcels, and/or cargo; and

WHEREAS, AIRLINE previously entered into the Original Agreement that granted rights to certain Preferential Use Premises and Common Use Premises, as well as certain other rights, services, and privileges in connection with the use of the Airport and its facilities; and

WHEREAS, the Parties to the Agreement previously executed (1) a first amendment to the Original Agreement, with an effective date of January 1, 2013 (the “2013 Amendment”), (2) a second amendment to the Original Agreement, with an effective date of January 1, 2014 (the “2014 Amendment”), (3) a third amendment to the Original Agreement, with an effective date of January 1, 2015 (the “2015 Amendment”), (4) a fourth amendment to the Original Agreement, with an

effective date of January 1, 2016 (the “2016 Amendment”), and (5) a fifth amendment to the Original Agreement, with an effective date of January 1, 2018 (the “2018 Amendment”) (the Original Agreement, and 2013, 2014, 2015, 2016, 2018 Amendments, collectively the “Agreement”) that provided for, among other things, extension of the Term of the Agreement through December 31, 2023 and AIRLINE support of the North Terminal Project for the north terminal building (the “North Terminal”) and business plan outlined in an Airline-Airport Use and Lease Agreement Term Sheet (“Term Sheet”) that was attached to the 2015 Amendment as Exhibit A and amended by the 2016 Amendment and 2018 Amendment; and effective January 1, 2024, the Parties entered into the sixth amendment to the Original Agreement (“2024 Amendment”) extending the term of the Agreement until December 31, 2025; and

WHEREAS, the Parties hereto desire to amend the Agreement to extend the Term for two additional years; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, agree to further amend the Agreement, as set forth below:

- 1.) Extension and Amendment to Article 3 of the Agreement. The Parties hereby agree to amend Article 3 of the Agreement to extend the term of the Agreement to the date that is the earlier to occur of (1) the date that a new Airline-Airport Use and Lease Agreement is executed by NOAB and at least two (2) Signatory Airlines that together account for the numerical majority of the total enplaned passengers served at the Airport in the immediately preceding twelve-month period; or (2) December 31, 2027.

Notwithstanding the foregoing, if the execution of a new Airline-Airport Use and Lease Agreement as contemplated above has not occurred on or before December 31, 2027, unless otherwise extended, the Agreement will continue thereafter on a month-to-month basis until the date that a new Airline-Airport Use and Lease Agreement is executed as contemplated above, the Agreement is extended or the Agreement is terminated.

IN WITNESS WHEREOF the parties hereto have entered into this 2026 Amendment effective as of the Effective Date set forth hereinabove.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGES FOLLOW]

Resolution approving this contract and directing the Chairman and Director of Aviation to sign on behalf of the NOAB passed on November 20, 2025.

NEW ORLEANS AVIATION BOARD

By: _____
Hon. Michael Bagneris, Chairman Date
New Orleans Aviation Board

By: _____
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: _____
Legal Department Date
New Orleans Aviation Board

UNITED PARCEL SERVICE CO.

By: _____
United Parcel Service Co. Date

Print Name: _____

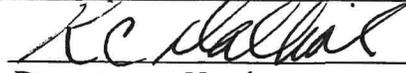
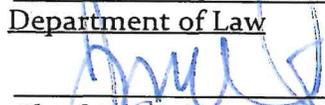
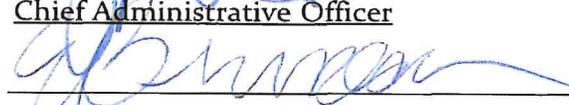
Title: _____

Tax ID #: _____

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND
RESOLUTIONS BEFORE SUBMISSION TO THE
COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Ordinance granting lease amendments to the Airline-Airport Use and Lease Agreements with the Signatory Airlines: American Airlines, Inc., Delta Airlines, Inc., Federal Express Corporation, JetBlue Airways Corporation, Southwest Airlines, Co., Spirit Airlines, Inc. United Air Lines, Inc., and United Parcel Service, Inc.

1. 
Department Head
2. 
Department of Law
3. 
Chief Administrative Officer
4. 
Executive Assistant for Intergovernmental Relations
5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

COUNCILMEMBERS PRESENT: _____

ABSENT: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____
2, u: _____
YEAS: _____
NAYS: _____
ABSENT: _____
RECUSED: _____

6. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: Aviation

Name of Contact Person: Diane Buckley

Telephone Number: 504-303-7600

Email Address: diane@flymsy.com

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

Signatory Airlines, American Airlines, Inc., Delta Air Lines, Inc., Federal Express Corp., JetBlue Airways Corporation, Southwest

Airlines Co., Spirit Airlines, Inc., United Air Lines, Inc., and United Parcel Service, Co., will lease certain premises and

obtain rights, services, and privileges in connection with the use of the Airport and its facilities. American Airlines, Inc.,

Delta Air Lines, Inc., Federal Express Corp., JetBlue Airways Corporation, Southwest Airlines Co., Spirit Airlines, Inc. United Air

Lines, Inc., and United Parcel Service, Co., will pay rents, fees, and charges in accordance with the Fee Schedule periodically

approved by NOAB in the manner contemplated under the Signatory Lease Agreements. A competitive solicitation process

is not required for Signatory Leases under La. R.S. 2:135.I.E and the term will last from January 01, 2026, until December 31, 2028.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

If this section is not applicable, please check this box.

The parties involved: _____

The City of New Orleans by and through the NOAB and American Airlines, Inc., Delta Air Lines, Inc., Federal Express Corp., JetBlue Airways Corporation, Southwest Airlines Co., Spirit Airlines, Inc., United Air Lines, Inc., and United Parcel Service, Co.

The obligations, expectations, and deliverables of the parties involved:

American Airlines, Inc., Delta Air Lines, Inc., Federal Express Corp., JetBlue Airways Corporation, Southwest Airlines Co., Spirit Airlines, Inc., United Air Lines, Inc., and United Parcel Service, Co., agree to pay NOAB per the Airport's Rates & Charges, which are calculated and changed on an annual basis.

Any fiscal implications for the City with the contract:

None

The public purpose and need for the contract:

To enter into a lease agreement with The Signatory Airlines namely American Airlines, Inc., Delta Air Lines, Inc., Delta Air Lines, Inc., Federal Express Corp., JetBlue Airways Corporation, Southwest Airlines Co., Spirit Airlines, Inc., United Air Lines, Inc., and United Parcel Service, Co., who provide service between routes across the U.S.

The duration of the contract:

The Term shall be January 01, 2026 until December 31, 2028.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.



If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813