

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-A
AMENDMENT NO. 3
(File No. 1-7259)

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT OF 1934

SOUTHWEST AIRLINES CO.
(Exact name of registrant as specified in its charter)

TEXAS
(State of Incorporation or organization) 74-1563240
(I.R.S. Employer
Identification Number)

P.O. BOX 36611
DALLAS, TEXAS 75235-1611
(Address of principal executive offices) (Zip code)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of each class to be so registered	Name of each exchange on which each class is to be registered
COMMON SHARE RIGHTS	NEW YORK STOCK EXCHANGE

If this Form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), check the following box. ☒ [X]

If this Form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), check the following box. ☐ []

Securities to be registered pursuant to Section 12(g) of the Act: NONE

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On or about March 18, 2004, the Board of Directors of the Company approved an Amendment No. 2 (the "Amendment") to its Amended and Restated Rights Agreement dated as of July 18, 1996 (the "Rights Agreement"). The Board amended the Rights Agreement to accelerate the Final Expiration Date (as defined in the Rights Agreement). This Amendment No. 3 to Form 8-A is filed to reflect such Amendment.

Item 2. Exhibit.

1. Amendment No. 2 to the Amended and Restated Rights Agreement dated as of March 29, 2004.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SOUTHWEST AIRLINES CO.

Date: March 31, 2004

By: /s/ Gary C. Kelly
Gary C. Kelly
Executive Vice President and
Chief Financial Officer

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EXHIBIT INDEX

EXHIBIT
NUMBER

DESCRIPTION

1. Amendment No. 2 to the Amended and Restated Rights Agreement dated as of March 29, 2004.

AMENDMENT NO. 2
TO THE AMENDED AND RESTATED RIGHTS AGREEMENT

This Amendment No. 2 to the Amended and Restated Rights Agreement (the "Rights Agreement") dated as of July 18, 1996 between Southwest Airlines Co., a Texas corporation (the "Company"), and Continental Stock Transfer & Trust Company, a New York trust company, as Rights Agent, is dated as of March 29, 2004.

RECITALS OF THE COMPANY

The Company desires to amend the Rights Agreement in order to accelerate the Final Expiration Date (as defined therein) to March 31, 2004, and Section 29 of the Rights Agreement permits such amendment without the approval of any holders of the Right Certificates (as defined therein).

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereto agree as follows:

1. The definition of Final Expiration Date contained in Section 1, Certain Definitions, of the Rights Agreement is hereby amended to read as follows:

"Final Expiration Date" shall mean March 31, 2004.

2. Exhibit A, Form of Right Certificate is hereby amended to read as set forth in Exhibit A to this Amendment No. 2.

3. All of the remaining terms and provisions of the Rights Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to the Amended and Restated Rights Agreement to be duly executed, as of the day and year first above written.

SOUTHWEST AIRLINES CO.

By: /s/ James F. Parker
Name: James F. Parker
Title: CEO & Vice Chairman

CONTINENTAL STOCK TRANSFER &
TRUST COMPANY
As Rights Agent

By: /s/ Steven G. Nelson
Name: Steven G. Nelson
Title: Chairman of the Board
and President

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EXHIBIT A

[Form of Right Certificate]

Certificate No. R-
Rights

NOT EXERCISABLE AFTER MARCH 31, 2004 OR EARLIER IF
REDEMPTION OR EXCHANGE OCCURS. THE RIGHTS ARE SUBJECT TO
REDEMPTION AND TO EXCHANGE ON THE TERMS SET FORTH IN THE
RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES, RIGHTS
BENEFICIALLY OWNED BY ACQUIRING PERSONS (AS DEFINED IN
SECTION 1 OF THE RIGHTS AGREEMENT) OR ANY SUBSEQUENT
HOLDER OF SUCH RIGHTS MAY BECOME NULL AND VOID.

Right Certificate

SOUTHWEST AIRLINES CO.

This certifies that _____, or registered assigns,
is the registered owner of the number of Rights set forth above, each of which
entitles the owner thereof, subject to the terms, provisions and conditions of
the Amended and Restated Rights Agreement, dated as of July 18, 1996 (the
"Rights Agreement"), as amended, between Southwest Airlines Co., a Texas
corporation (the "Company"), and Continental Stock Transfer & Trust Company
(the "Rights Agent"), to purchase from the Company at any time after the
Distribution Date (as such term is defined in the Rights Agreement) and prior
to 5:00 p.m., New York City time, on March 31, 2004, at the Corporate Trust
Office of the Rights Agent (or at the office of its successor as Rights Agent),
one fully paid non-assessable share of the Common Stock (the "Common Shares")
of the Company, at a purchase price of \$3.29 per Common Share (the "Purchase
Price"), upon presentation and surrender of this Right Certificate with the
Form of Election to Purchase duly executed. The number of Rights evidenced by
this Right Certificate (and the number of Common Shares which may be purchased
upon exercise hereof) set forth above, and the Purchase Price set forth above,
are the number and Purchase Price as of March 29, 2004, based on the Common
Shares as constituted at such date. As provided in the Rights Agreement, the
Purchase Price and the number of Common Shares which may be purchased upon the
exercise of the Rights evidenced by this Right Certificate are subject to
modification and adjustment upon that happening of certain events.

This Right Certificate is subject to all of the terms, provisions and
conditions of the Rights Agreement, which terms, provisions and conditions are
hereby incorporated herein by reference and made a part hereof and to which
Rights Agreement reference is hereby made for a full description of the rights,
limitations of rights, obligations, duties and immunities hereunder of the
Rights Agent, the Company and the holders of the Right Certificates. Copies of
the Rights Agreement are on file at the principal place of business and the
registered office of the Company and the Corporate Trust Office of the Rights
Agent.

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This Right Certificate, with or without other Right Certificates, upon surrender at the Corporate Trust Office of the Rights Agent, may be exchanged for another Right Certificate or Right Certificates of like tenor and date evidencing Rights entitling the holder to purchase a like aggregate number of Common Shares as the Rights evidenced by the Right Certificate or Right Certificates surrendered shall have entitled such holder to purchase. If this Right Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Certificate (i) may be redeemed by the Company at a redemption price set forth in the Rights Agreement or (ii) may be exchanged by the Company in whole or in part for Common Shares.

No fractional Common Shares will be issued upon the exercise of any Right or Rights evidenced hereby, but in lieu thereof a cash payment will be made, as provided in the Rights Agreement.

No holder of this Right Certificate shall be entitled to vote or receive dividends or be deemed for any purpose the holder of the Common Shares or of any other securities of the Company which may at any time be issuable on the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a stockholder of the Company, including without limitation, any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, to give or withhold consent to any corporate action, to receive notice of meetings or other actions affecting stockholders (except as provided in the Rights Agreement), or to receive dividends or subscription rights, until the Right or Rights evidenced by this Right Certificate shall have been exercised as provided in the Rights Agreement

This Right Certificate shall not be entitled to any benefit under the Rights Agreement or be valid or obligatory for any purpose until it shall have been authenticated by an authorized signatory of the Rights Agent.

WITNESS the facsimile signatures of the proper officers of the Company and its corporate seal.

Dated as of _____, ____.

ATTEST: SOUTHWEST AIRLINES CO.

[SEAL]

Secretary By: President

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Authentication:

This is one of the Right Certificates referred to in the within-mentioned Rights Agreement.

CONTINENTAL STOCK TRANSFER &
TRUST COMPANY, as Rights Agent

By: Authorized Signatory

[Form of Reverse Side of Right Certificate]

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder
desires to transfer the Right Certificate)

FOR VALUE RECEIVED, _____ hereby sells, assigns and
transfers unto

(Please print name and address of transferee)

this Right Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____ Attorney, to transfer the within Right Certificate on the books of the within-named Company, with full power of substitution.

Dated as of _____, ____.

Signature

Signature Guaranteed:

Signatures must be guaranteed by a bank, broker, dealer, savings institution or other eligible institution participating in a signature guarantee medallion program recognized by the Securities Transfer Association, Inc.

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[To be executed if statement is correct]

The undersigned hereby certifies that the Rights evidenced by this Right Certificate are not beneficially owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement).

Signature

[Form of Reverse Side of Right Certificate -- continued]

FORM OF ELECTION TO PURCHASE
(To be executed if holder desires to
exercise the Right Certificate)

TO SOUTHWEST AIRLINES CO.:

The undersigned hereby irrevocably elects to exercise _____ Rights represented by this Right Certificate to purchase the Common Shares (or other securities) issuable upon the exercise of such Rights and requests that certificates for such Common Shares (or other securities) be issued in the name of:

Please insert social security
or other identifying number:

(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance remaining of such Rights shall be registered in the name of and delivered to:

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Please insert social security
or other identifying number:

(Please print name and address)

Dated as of

, .

Signature

[Form of Reverse Side of Right Certificate -- continued]

Signature Guaranteed:

Signatures must be guaranteed by a bank, broker, dealer, savings institution or other eligible institution participating in a signature guarantee medallion program recognized by the Securities Transfer Association, Inc.

[To be executed if statement is correct]

The undersigned hereby certifies that the Rights evidenced by this Right Certificate are not beneficially owned by an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement).

Signature

NOTICE

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The signature in the foregoing Form of Assignment or Form of Election to Purchase must conform to the name as written upon the face of this Right Certificate in every particular, without alteration or enlargement or any change whatsoever.

In the event the certification set forth above in the Form of Assignment or the Form of Election to Purchase, as the case may be, is not completed, the Company and the Rights Agent will deem the beneficial owner of the Rights evidenced by this Right Certificate to be an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement) and such Assignment or Election to Purchase will not be honored.