

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2013

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File No. 1-7259



Southwest Airlines Co.

(Exact name of registrant as specified in its charter)

TEXAS

(State or other jurisdiction of
incorporation or organization)

P.O. Box 36611

Dallas, Texas

(Address of principal executive offices)

74-1563240

(IRS Employer
Identification No.)

75235-1611

(Zip Code)

Registrant's telephone number, including area code: **(214) 792-4000**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐ (Do not check if a smaller reporting company)

Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of Common Stock outstanding as of the close of business on July 29, 2013: 706,213,905

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SOUTHWEST AIRLINES CO.
FORM 10-Q
PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

Southwest Airlines Co.
Condensed Consolidated Balance Sheet
(in millions)
(unaudited)

	June 30, 2013	December 31, 2012
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 1,489	\$ 1,113
Short-term investments	1,904	1,857
Accounts and other receivables	514	332
Inventories of parts and supplies, at cost	461	469
Deferred income taxes	287	246
Prepaid expenses and other current assets	209	210
Total current assets	4,864	4,227
Property and equipment, at cost:		
Flight equipment	16,707	16,367
Ground property and equipment	2,883	2,714
Deposits on flight equipment purchase contracts	633	416
	20,223	19,497
Less allowance for depreciation and amortization	7,059	6,731
	13,164	12,766
Goodwill	970	970
Other assets	384	633
	\$ 19,382	\$ 18,596
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,232	\$ 1,107
Accrued liabilities	1,207	1,102
Air traffic liability	3,077	2,170
Current maturities of long-term debt	263	271
Total current liabilities	5,779	4,650
Long-term debt less current maturities	2,671	2,883
Deferred income taxes	2,883	2,884
Deferred gains from sale and leaseback of aircraft	57	63
Other noncurrent liabilities	1,211	1,124
Stockholders' equity:		
Common stock	808	808
Capital in excess of par value	1,201	1,210
Retained earnings	6,015	5,768
Accumulated other comprehensive loss	(248)	(119)
Treasury stock, at cost	(995)	(675)
Total stockholders' equity	6,781	6,992
	\$ 19,382	\$ 18,596

See accompanying notes.

Southwest Airlines Co.
Condensed Consolidated Statement of Comprehensive Income
(in millions, except per share amounts)
(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2013	2012	2013	2012
OPERATING REVENUES:				
Passenger	\$ 4,380	\$ 4,347	\$ 8,218	\$ 8,097
Freight	43	42	82	79
Other	220	227	427	430
Total operating revenues	4,643	4,616	8,727	8,606
OPERATING EXPENSES:				
Salaries, wages, and benefits	1,298	1,222	2,481	2,363
Fuel and oil	1,489	1,577	2,946	3,087
Maintenance materials and repairs	281	291	571	562
Aircraft rentals	92	90	185	178
Landing fees and other rentals	292	260	558	513
Depreciation and amortization	213	202	422	403
Acquisition and integration	26	11	39	24
Other operating expenses	519	503	1,022	995
Total operating expenses	4,210	4,156	8,224	8,125
OPERATING INCOME	433	460	503	481
OTHER EXPENSES (INCOME):				
Interest expense	33	38	62	77
Capitalized interest	(8)	(6)	(13)	(11)
Interest income	(2)	(2)	(3)	(3)
Other (gains) losses, net	47	62	1	(109)
Total other expenses (income)	70	92	47	(46)
INCOME BEFORE INCOME TAXES	363	368	456	527
PROVISION FOR INCOME TAXES	139	140	173	200
NET INCOME	\$ 224	\$ 228	\$ 283	\$ 327
NET INCOME PER SHARE, BASIC	\$ 0.31	\$ 0.30	\$ 0.39	\$ 0.43
NET INCOME PER SHARE, DILUTED	\$ 0.31	\$ 0.30	\$ 0.39	\$ 0.43
COMPREHENSIVE INCOME (LOSS)	\$ 87	\$ (35)	\$ 154	\$ 231
WEIGHTED AVERAGE SHARES OUTSTANDING				
Basic	714	757	719	764
Diluted	722	764	727	771
Cash dividends declared per common share	\$.0400	\$.0100	\$.0500	\$.0145

See accompanying notes.

Southwest Airlines Co.
Condensed Consolidated Statement of Cash Flows
(in millions)
(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2013	2012	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net income	\$ 224	\$ 228	\$ 283	\$ 327
Adjustments to reconcile net income to cash provided by (used in) operating activities:				
Depreciation and amortization	213	202	422	403
Unrealized (gain) loss on fuel derivative instruments	55	63	33	(138)
Deferred income taxes	21	24	23	38
Amortization of deferred gains on sale and leaseback of aircraft	(3)	(3)	(6)	(6)
Changes in certain assets and liabilities:				
Accounts and other receivables	(51)	(37)	(147)	(105)
Other assets	6	(39)	(19)	(90)
Accounts payable and accrued liabilities	162	77	282	301
Air traffic liability	199	(28)	907	693
Cash collateral paid to derivative counterparties	(53)	(181)	(25)	(34)
Other, net	5	(161)	7	(19)
Net cash provided by operating activities	778	145	1,760	1,370
CASH FLOWS FROM INVESTING ACTIVITIES:				
Payments for purchase of property and equipment, net	(193)	(416)	(727)	(543)
Purchases of short-term investments	(900)	(633)	(1,624)	(1,255)
Proceeds from sales of short-term and other investments	793	688	1,580	1,424
Other, net	—	6	—	6
Net cash used in investing activities	(300)	(355)	(771)	(368)
CASH FLOWS FROM FINANCING ACTIVITIES:				
Proceeds from Employee stock plans	13	12	19	17
Payments of long-term debt and capital lease obligations	(52)	(38)	(216)	(469)
Payments of cash dividends	(28)	(8)	(43)	(14)
Repurchase of common stock	(251)	(225)	(351)	(275)
Other, net	(9)	(6)	(22)	(7)
Net cash used in financing activities	(327)	(265)	(613)	(748)
NET CHANGE IN CASH AND CASH EQUIVALENTS	151	(475)	376	254
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	1,338	1,558	1,113	829
CASH AND CASH EQUIVALENTS AT END OF PERIOD	\$ 1,489	\$ 1,083	\$ 1,489	\$ 1,083
CASH PAYMENTS FOR:				
Interest, net of amount capitalized	\$ 26	\$ 33	\$ 67	\$ 80
Income taxes	\$ 21	\$ 94	\$ 23	\$ 95

See accompanying notes.

Southwest Airlines Co.
Notes to Condensed Consolidated Financial Statements
(unaudited)

1. BASIS OF PRESENTATION

The accompanying unaudited Condensed Consolidated Financial Statements of Southwest Airlines Co. and its subsidiaries (the "Company") have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles ("GAAP") in the United States for complete financial statements. The unaudited Condensed Consolidated Financial Statements for the interim periods ended June 30, 2013 and 2012 include all adjustments which are, in the opinion of management, necessary for a fair presentation of the results for the interim periods. This includes all normal and recurring adjustments and elimination of significant intercompany transactions. Financial results for the Company and airlines in general can be seasonal in nature. In many years, the Company's revenues, as well as its operating income and net income, have been better in its second and third fiscal quarters than in its first and fourth fiscal quarters. Air travel is also significantly impacted by general economic conditions, the amount of disposable income available to consumers, unemployment levels, and corporate travel budgets. These and other factors, such as the price of jet fuel in some periods, the nature of the Company's fuel hedging program, the periodic volatility of commodities used by the Company for hedging jet fuel, and the requirements related to hedge accounting, have created, and may continue to create, significant volatility in the Company's financial results. See Note 5 for further information on fuel and the Company's hedging program. Operating results for the three and six months ended June 30, 2013 are not necessarily indicative of the results that may be expected for the year ended December 31, 2013. For further information, refer to the Consolidated Financial Statements and footnotes thereto included in the Southwest Airlines Co. Annual Report on Form 10-K for the year ended December 31, 2012.

Certain prior period amounts have been reclassified to conform to the current presentation. In the unaudited Condensed Consolidated Statement of Comprehensive Income for the three and six months ended June 30, 2012, the Company has reclassified \$9 million and \$17 million, respectively, from Other revenues to Passenger revenues associated with its sale of frequent flyer benefits from its co-branded Chase® Visa credit card.

2. AIRTRAN ACQUISITION AND RELATED MATTERS

AirTran Holdings, Inc.

On May 2, 2011 (the "acquisition date"), the Company acquired all of the outstanding equity of AirTran Holdings, Inc. ("AirTran Holdings"), the former parent company of AirTran Airways, Inc. ("AirTran Airways"), in exchange for Southwest Airlines Co. common stock and cash. Throughout this Form 10-Q, the Company makes reference to AirTran, which is meant to be inclusive of the following: (i) for periods prior to the acquisition date, AirTran Holdings and its subsidiaries, including, among others, AirTran Airways; and (ii) for periods on and after the acquisition date, AirTran Holdings, LLC, the successor to AirTran Holdings, and its subsidiaries, including among others, AirTran Airways.

In July 2012, the Company announced that AirTran's Boeing 717-200 aircraft will be transitioned out of the Company's fleet over a three-year period beginning in August 2013. See Note 8 for further information.

Expenses related to the AirTran acquisition

The Company is expected to continue to incur substantial Acquisition and integration expenses in connection with the AirTran acquisition, including the necessary costs associated with integrating the operations of the two companies. While the Company has assumed that a certain level of expenses will be incurred, there are many factors that could affect the total amount or the timing of these expenses, and many of the expenses that will be incurred are, by their nature, difficult to estimate. These expenses could, particularly in the near term, exceed the financial benefits that the Company expects to achieve from the AirTran acquisition and could continue to result in the Company taking significant charges against earnings during the integration process. The Company incurred acquisition and integration-related costs for the three and six months ended June 30, 2013 of \$26 million and \$39 million, respectively, primarily consisting of costs associated with Employee training, technology integration projects, and facility integration expenses. The Company incurred acquisition and integration-related costs for the three and six months ended June 30, 2012 of \$11

Southwest Airlines Co.
Notes to Condensed Consolidated Financial Statements
(unaudited)

million and \$24 million, respectively, primarily consisting of costs associated with consulting, flight crew training, and seniority integration. In the Company's unaudited Condensed Consolidated Statement of Comprehensive Income, these costs are classified as Acquisition and integration expenses.

3. REVOLVING CREDIT FACILITY

On April 2, 2013, the Company entered into a new \$1 billion unsecured revolving credit facility expiring in April 2018, and terminated its previous facility, which would have expired in April 2016. Other than an increased borrowing capacity, this new facility is substantially the same as the previous facility. Interest on the facility is based on the Company's credit ratings at the time of borrowing. At the Company's current ratings, the interest cost would be LIBOR plus a spread of 150 basis points. The new facility also contains the same financial covenant as the previous facility, requiring a minimum coverage ratio of adjusted pre-tax income to fixed obligations, as defined. As of June 30, 2013, the Company was in compliance with this covenant and there were no amounts outstanding under the revolving credit facility.

4. NET INCOME PER SHARE

The following table sets forth the computation of basic and diluted net income per share (in millions except per share amounts):

	Three months ended June 30,		Six months ended June 30,	
	2013	2012	2013	2012
NUMERATOR:				
Net income	\$ 224	\$ 228	\$ 283	\$ 327
Incremental income effect of interest on 5.25% convertible notes	1	1	1	1
Net income after assumed conversion	\$ 225	\$ 229	\$ 284	\$ 328
DENOMINATOR:				
Weighted-average shares outstanding, basic	714	757	719	764
Dilutive effect of Employee stock options and restricted stock units	2	1	2	1
Dilutive effect of 5.25% convertible notes	6	6	6	6
Adjusted weighted-average shares outstanding, diluted	722	764	727	771
NET INCOME PER SHARE:				
Basic	\$ 0.31	\$ 0.30	\$ 0.39	\$ 0.43
Diluted	\$ 0.31	\$ 0.30	\$ 0.39	\$ 0.43
Potentially dilutive amounts excluded from calculations:				
Stock options and restricted stock units	10	42	15	43

5. FINANCIAL DERIVATIVE INSTRUMENTS

Fuel contracts

Airline operators are inherently dependent upon energy to operate and, therefore, are impacted by changes in jet fuel prices. Furthermore, jet fuel and oil typically represent one of the largest operating expenses for airlines. The Company endeavors to acquire jet fuel at the lowest possible cost and to reduce volatility in operating expenses through its fuel hedging program. Although the Company may periodically enter into jet fuel derivatives for short-term timeframes,

because jet fuel is not widely traded on an organized futures exchange, there are limited opportunities to hedge directly in jet fuel for time horizons longer than approximately 6 to 12 months into the future. However, the Company has found that financial derivative instruments in other commodities, such as West Texas Intermediate (“WTI”) crude oil, Brent crude oil, and refined products, such as heating oil and unleaded gasoline, can be useful in decreasing its exposure to jet fuel price volatility. The Company does not purchase or hold any financial derivative instruments for trading or speculative purposes.

The Company has used financial derivative instruments for both short-term and long-term time frames and primarily uses a mixture of purchased call options, collar structures (which include both a purchased call option and a sold put option), call spreads (which include a purchased call option and a sold call option), and fixed price swap agreements in its portfolio.

The Company evaluates its derivatives volumes strictly from an “economic” standpoint and thus does not consider whether the derivatives have qualified or will qualify for hedge accounting. The Company defines its “economic” hedge as the net volume of fuel derivative contracts held, including the impact of positions that have been offset through sold positions, regardless of whether those contracts qualify for hedge accounting. The level at which the Company is economically hedged for a particular period is also dependent on current market prices for that period, as well as the types of derivative instruments held and the strike prices of those instruments.

For the three months ended June 30, 2013, the Company had fuel derivative instruments in place for 94 percent of its fuel consumption. As of June 30, 2013, the Company had fuel derivative instruments in place to provide coverage for approximately 93 percent of its remaining 2013 estimated fuel consumption. The following table provides information about the Company’s volume of fuel hedging for the years 2013 through 2017 on an “economic” basis considering current market prices:

Period (by year)	Fuel hedged as of	Derivative underlying commodity type as of
	June 30, 2013	June 30, 2013
	(gallons in millions)(a)	
Remainder of 2013	843	Brent crude oil and Gulf Coast jet fuel
2014	1,444	WTI crude and Brent crude oil
2015	790	WTI crude and Brent crude oil
2016	977	Brent crude oil
2017	933	WTI crude and Brent crude oil

(a) The Company determines gallons hedged based on market prices and forward curves as of June 30, 2013. Due to the types of derivatives utilized by the Company, these volumes may vary significantly as market prices fluctuate.

Upon proper qualification, the Company accounts for its fuel derivative instruments as cash flow hedges. Generally, utilizing hedge accounting, all periodic changes in fair value of the derivatives designated as hedges that are considered to be effective are recorded in Accumulated other comprehensive income (loss) (“AOCI”) until the underlying jet fuel is consumed. See Note 6. To the extent that the periodic changes in the fair value of the derivatives are ineffective, the ineffective portion is recorded to Other (gains) losses, net, in the unaudited Condensed Consolidated Statement of Comprehensive Income. Likewise, if a hedge ceases to qualify for hedge accounting, any change in the fair value of derivative instruments since the last reporting period is recorded to Other (gains) losses, net, in the unaudited Condensed Consolidated Statement of Comprehensive Income in the period of the change; however, any amounts previously recorded to AOCI would remain there until such time as the original forecasted transaction occurs, at which time these amounts would be reclassified to Fuel and oil expense. In a situation where it becomes probable that a fuel hedged forecasted transaction will not occur, any gains and/or losses that have been recorded to AOCI would be required to be immediately reclassified into earnings. The Company did not have any such situations occur during 2012 or during the six months ended June 30, 2013.

All cash flows associated with purchasing and selling fuel derivatives are classified as Other operating cash flows in the unaudited Condensed Consolidated Statement of Cash Flows. The following table presents the location of all assets and liabilities associated with the Company's derivative instruments within the unaudited Condensed Consolidated Balance Sheet:

(in millions)	Balance Sheet location	Asset derivatives		Liability derivatives	
		Fair value at 6/30/2013	Fair value at 12/31/2012	Fair value at 6/30/2013	Fair value at 12/31/2012
Derivatives designated as hedges*					
Fuel derivative contracts (gross)	Prepaid expenses and other current assets	\$ 17	\$ —	\$ 6	\$ —
Fuel derivative contracts (gross)	Other assets	23	355	7	16
Fuel derivative contracts (gross)	Accrued liabilities	19	—	72	—
Fuel derivative contracts (gross)	Other noncurrent liabilities	111	—	30	—
Interest rate derivative contracts	Other assets	22	31	—	—
Interest rate derivative contracts	Other noncurrent liabilities	—	—	90	126
Total derivatives designated as hedges		\$ 192	\$ 386	\$ 205	\$ 142
Derivatives not designated as hedges*					
Fuel derivative contracts (gross)	Prepaid expenses and other current assets	\$ 114	\$ 375	\$ 95	\$ 327
Fuel derivative contracts (gross)	Other assets	24	233	31	351
Fuel derivative contracts (gross)	Accrued liabilities	68	10	106	60
Fuel derivative contracts (gross)	Other noncurrent liabilities	38	—	159	—
Total derivatives not designated as hedges		\$ 244	\$ 618	\$ 391	\$ 738
Total derivatives		\$ 436	\$ 1,004	\$ 596	\$ 880

* Represents the position of each trade before consideration of offsetting positions with each counterparty and does not include the impact of cash collateral deposits provided to or received from counterparties. See discussion of credit risk and collateral following in this Note.

In addition, the Company had the following amounts associated with fuel derivative instruments and hedging activities in its unaudited Condensed Consolidated Balance Sheet:

(in millions)	Balance Sheet location	June 30, 2013	December 31, 2012
Cash collateral deposits provided to counterparties for fuel contracts- noncurrent	Offset against Other noncurrent liabilities	\$ 10	\$ —
Cash collateral deposits provided to counterparties for interest rate contracts - noncurrent	Offset against Other noncurrent liabilities	41	89
Cash collateral deposits provided to counterparties for fuel contracts - current	Offset against Accrued liabilities	55	—
Due to third parties for fuel contracts	Accrued liabilities	8	—
Receivable from third parties for fuel contracts - current	Accounts and other receivables	35	—
Receivable from third parties for fuel contracts - noncurrent	Other assets	27	54
Prepaid settlements for fuel contracts - current	Prepaid expenses and other current assets	—	15

All of the Company's fuel derivative instruments and interest rate swaps are subject to agreements that follow the netting guidance in the applicable accounting for derivatives and hedging. The types of derivative instruments the Company has determined are subject to netting requirements in the accompanying unaudited Condensed Consolidated Balance Sheet are those in which the Company pays or receives cash for transactions with the same counterparty that settle on the same day and in the same currency via one net payment or receipt. For cash collateral held by the Company or provided to counterparties, the Company nets such amounts against the fair value of the Company's derivative portfolio by each counterparty. The Company has elected to utilize netting for both its fuel derivative instruments and interest rate swap agreements and also classifies such amounts as either current or noncurrent, based on the net fair value position with each of the Company's counterparties in the unaudited Condensed Consolidated Balance Sheet.

The Company's application of its netting policy associated with cash collateral differs depending on whether its derivative instruments are in a net asset position or a net liability position. If its fuel derivative instruments are in a net asset position with a counterparty, cash collateral amounts held are first netted against current outstanding derivative amounts associated with that counterparty until that balance is zero, and then any remainder is applied against the fair value of noncurrent outstanding derivative instruments. If the Company's fuel derivative instruments are in a net liability position with the counterparty, cash collateral amounts provided are first netted against noncurrent outstanding derivative amounts associated with that counterparty until that balance is zero, and then any remainder is applied against the fair value of current outstanding derivative instruments. At June 30, 2013, \$65 million in cash collateral deposits had been provided by the Company associated with its outstanding fuel derivative instruments. No letters of credit or aircraft collateral were provided by or held by the Company at June 30, 2013. At December 31, 2012, no cash collateral deposits, letters of credit, and/or aircraft collateral were provided by or held by the Company associated with its outstanding fuel derivative instruments.

The Company also has agreements with each of its counterparties associated with its outstanding interest rate swap agreements in which cash collateral may be required based on the fair value of outstanding derivative instruments, as well as the Company's and its counterparty's credit ratings. The Company has also elected to present its interest rate swap agreement cash collateral utilizing a net presentation. As of June 30, 2013, \$39 million had been provided to one counterparty associated with interest rate derivatives based on the Company's outstanding net liability derivative position with that counterparty. In addition, in connection with interest rate swaps entered into by AirTran, \$2 million had been provided to one counterparty at June 30, 2013, as a result of the outstanding net liability derivative position with that counterparty. The outstanding interest rate net derivative positions with all other counterparties at June 30, 2013, were assets to the Company.

The Company has the following recognized financial assets and financial liabilities resulting from those transactions that meet the scope of the disclosure requirements as necessitated by applicable accounting guidance for balance sheet offsetting:

Offsetting of derivative assets

(in millions)

Description	Balance Sheet location	(i)			(ii)			(iii) = (i) + (ii)		
		June 30, 2013			December 31, 2012			(iii) = (i) + (ii)		
		Gross amounts of recognized assets	Gross amounts offset in the Balance Sheet	Net amounts of assets presented in the Balance Sheet	Gross amounts of recognized assets	Gross amounts offset in the Balance Sheet	Net amounts of assets presented in the Balance Sheet			
Fuel derivative contracts	Prepaid expenses and other current assets	\$ 131	\$ (101)	\$ 30 (a)	\$ 375	\$ (327)	\$ 48 (a)			
Fuel derivative contracts	Other assets	\$ 47	\$ (38)	\$ 9	\$ 588	\$ (367)	\$ 221			
Fuel derivative contracts	Accrued liabilities	\$ 87	\$ (87)	\$ —	\$ 10	\$ (10)	\$ —			
Fuel derivative contracts	Other noncurrent liabilities	\$ 149	\$ (149)	\$ —	\$ —	\$ —	\$ —			
Interest rate derivative contracts	Other assets	\$ 22	\$ —	\$ 22	\$ 31	\$ —	\$ 31			

(a) Amounts included in Prepaid expenses and other current assets.

Offsetting of derivative liabilities

(in millions)

Description	Balance Sheet location	(i)			(ii)			(iii) = (i) + (ii)		
		June 30, 2013			December 31, 2012			(iii) = (i) + (ii)		
		Gross amounts of recognized liabilities	Gross amounts offset in the Balance Sheet	Net amounts of liabilities presented in the Balance Sheet	Gross amounts of recognized liabilities	Gross amounts offset in the Balance Sheet	Net amounts of liabilities presented in the Balance Sheet			
Fuel derivative contracts	Prepaid expenses and other current assets	\$ 101	\$ (101)	\$ —	\$ 327	\$ (327)	\$ —			
Fuel derivative contracts	Other assets	\$ 38	\$ (38)	\$ —	\$ 367	\$ (367)	\$ —			
Fuel derivative contracts	Accrued liabilities	\$ 178	\$ (142)	\$ 36	\$ 60	\$ (10)	\$ 50			
Fuel derivative contracts	Other noncurrent liabilities	\$ 189	\$ (159)	\$ 30	\$ —	\$ —	\$ —			
Interest rate derivative contracts	Other noncurrent liabilities	\$ 90	\$ (41)	\$ 49	\$ 126	\$ (89)	\$ 37			

The net amounts of derivative assets and liabilities are reconciled to the individual line item amounts presented in the unaudited Condensed Consolidated Balance Sheet in Note 7.

The following tables present the impact of derivative instruments and their location within the unaudited Condensed Consolidated Statement of Comprehensive Income for the three and six months ended June 30, 2013 and 2012:

Derivatives in cash flow hedging relationships

(in millions)	(Gain) loss recognized in AOCI on derivatives (effective portion)		(Gain) loss reclassified from AOCI into income (effective portion)(a)		(Gain) loss recognized in income on derivatives (ineffective portion)(b)	
	Three months ended		Three months ended		Three months ended	
	June 30,		June 30,		June 30,	
	2013	2012	2013	2012	2013	2012
Fuel derivative contracts	\$ 189 *	\$ 279 *	\$ 37 *	\$ 28 *	\$ 3	\$ 8
Interest rate derivatives	(11) *	12 *	4 *	4 *	(1)	—
Total	\$ 178	\$ 291	\$ 41	\$ 32	\$ 2	\$ 8

*Net of tax

(a) Amounts related to fuel derivative contracts and interest rate derivatives are included in Fuel and oil and Interest expense, respectively.

(b) Amounts are included in Other (gains) losses, net.

Derivatives in cash flow hedging relationships

(in millions)	(Gain) loss recognized in AOCI on derivatives (effective portion)		(Gain) loss reclassified from AOCI into income (effective portion)(a)		(Gain) loss recognized in income on derivatives (ineffective portion)(b)	
	Six months ended		Six months ended		Six months ended	
	June 30,		June 30,		June 30,	
	2013	2012	2013	2012	2013	2012
Fuel derivative contracts	\$ 218 *	\$ 143 *	\$ 63 *	\$ 51 *	\$ 12	\$ 40
Interest rate derivatives	(14) *	10 *	9 *	8 *	(1)	—
Total	\$ 204	\$ 153	\$ 72	\$ 59	\$ 11	\$ 40

*Net of tax

(a) Amounts related to fuel derivative contracts and interest rate derivatives are included in Fuel and oil and Interest expense, respectively.

(b) Amounts are included in Other (gains) losses, net.

Derivatives not in cash flow hedging relationships

(in millions)	(Gain) loss recognized in income on derivatives		Location of (gain) loss recognized in income on derivatives
	Three months ended		
	June 30,		
	2013	2012	
Fuel derivative contracts	\$ 32	\$ 40	Other (gains) losses, net

Derivatives not in cash flow hedging relationships

(in millions).	(Gain) loss recognized in income on derivatives		Location of (gain) loss recognized in income on derivatives
	Six months ended		
	June 30,		
	2013	2012	
Fuel derivative contracts	\$ (28)	\$ (169)	Other (gains) losses, net

The Company also recorded expense associated with premiums paid for fuel derivative contracts that settled/expired during the three months ended June 30, 2013 and 2012 of \$12 million and \$12 million, respectively, and the six months ended June 30, 2013 and 2012 of \$17 million and \$18 million, respectively. These amounts are excluded from the Company's measurement of effectiveness for related hedges and are included as a component of Other (gains) losses, net, in the unaudited Condensed Consolidated Statement of Comprehensive Income.

The fair values of the derivative instruments, depending on the type of instrument, were determined by the use of present value methods or option value models with assumptions about commodity prices based on those observed in underlying markets or provided by third parties. Included in the Company's cumulative net unrealized losses from fuel hedges as of June 30, 2013, were approximately \$101 million in unrealized losses, net of taxes, which are expected to be realized in earnings during the twelve months subsequent to June 30, 2013. In addition, as of June 30, 2013, the Company had already recognized cumulative net gains due to ineffectiveness and derivatives that did not qualify for hedge accounting treatment totaling \$32 million, net of taxes. These net gains were recognized during the three months ended June 30, 2013 and prior periods, and are reflected in Retained earnings as of June 30, 2013, but the underlying derivative instruments will not expire/settle until third quarter 2013 or future periods.

Interest rate swaps

The Company is party to certain interest rate swap agreements that are accounted for as either fair value hedges or cash flow hedges, as defined in the applicable accounting guidance for derivative instruments and hedging. The interest rate swap agreements accounted for as fair value hedges qualify for the "shortcut" method of accounting for hedges, which dictates that the hedges are assumed to be perfectly effective, and, thus, there is no ineffectiveness to be recorded in earnings. For the Company's interest rate swap agreements accounted for as cash flow hedges, ineffectiveness is required to be measured at each reporting period. The ineffectiveness associated with all of the Company's, including AirTran's, interest rate cash flow hedges for all periods presented was not material.

Credit risk and collateral

Credit exposure related to fuel derivative instruments is represented by the fair value of contracts that are an asset to the Company at the reporting date. At such times, these outstanding instruments expose the Company to credit loss in the event of nonperformance by the counterparties to the agreements. However, the Company has not experienced any significant credit loss as a result of counterparty nonperformance in the past. To manage credit risk, the Company selects and periodically reviews counterparties based on credit ratings, limits its exposure with respect to each counterparty, and monitors the market position of the fuel hedging program and its relative market position with each counterparty. At June 30, 2013, the Company had agreements with all of its active counterparties containing early termination rights and/or bilateral collateral provisions whereby security is required if market risk exposure exceeds a specified threshold amount based on the counterparty credit rating. The Company also had agreements with counterparties in which cash deposits, letters of credit, and/or pledged aircraft are required to be posted whenever the net fair value of derivatives associated with those counterparties exceeds specific thresholds. The following table provides the fair values of fuel derivatives, amounts posted as collateral, and applicable collateral posting threshold amounts as of June 30, 2013, at which such postings are triggered:

(in millions)	Counterparty (CP)							Total
	A	B	C	D	E	F	Other(a)	
Fair value of fuel derivatives	\$ (85)	\$ (18)	\$ (12)	\$ (6)	\$ 16	\$ 9	\$ 4	\$ (92)
Cash collateral held (by) CP	(55)	(10)	—	—	—	—	—	(65)
Aircraft collateral pledged to CP	—	—	—	—	—	—	—	—
Letters of credit (LC)	—	—	—	—	—	—	—	—
Option to substitute LC for aircraft	(340) to (740)(d)	>(125)(d)	N/A	N/A	N/A	N/A		
Option to substitute LC for cash	N/A	N/A	(100) to (150)(e)	N/A	>(50)(e)	N/A		

If credit rating is investment grade, fair value of fuel derivative level at which:

Cash is provided to CP	(40) to (340) or > (740)	0 to (125) or > (625)	>(50)	>(75)	>(50)	>(50)		
Cash is received from CP	>75	>150	>175(c)	>125(c)	>200	>30		
Aircraft or cash can be pledged to CP as collateral	(340) to (740)(d)	(125) to (625)(d)	N/A	N/A	N/A	N/A		

If credit rating is non-investment grade, fair value of fuel derivative level at which:

Cash is provided to CP	(40) to (340) or > (740)	0 to (125) or > (625)	(b)	(b)	(b)	(b)		
Cash is received from CP	(b)	(b)	(b)	(b)	(b)	(b)		
Aircraft can be pledged to CP as collateral	(340) to (740)	(125) to (625)	N/A	N/A	N/A	N/A		

(a) Individual counterparties with fair value of fuel derivatives <\$20 million.

(b) Cash collateral is provided at 100 percent of fair value of fuel derivative contracts.

(c) Thresholds may vary based on changes in credit ratings within investment grade.

(d) The Company has the option of providing cash, letters of credit, or pledging aircraft as collateral. No letters of credit or aircraft were pledged as collateral with such counterparties as of June 30, 2013.

(e) The Company has the option of providing cash or letters of credit as collateral. No letters of credit were pledged as collateral with such counterparties as of June 30, 2013.

6. COMPREHENSIVE INCOME (LOSS)

Comprehensive income (loss) includes changes in the fair value of certain financial derivative instruments that qualify for hedge accounting, unrealized gains and losses on certain investments, and actuarial gains/losses arising from the Company's postretirement benefit obligation. The differences between Net income and Comprehensive income (loss) for the three and six months ended June 30, 2013 and 2012 were as follows:

(in millions)	Three months ended June 30,	
	2013	2012
NET INCOME	\$ 224	\$ 228
Unrealized loss on fuel derivative instruments, net of deferred taxes of (\$90) and (\$156)	(152)	(251)
Unrealized gain (loss) on interest rate derivative instruments, net of deferred taxes of \$9 and (\$5)	15	(8)
Other, net of deferred taxes of \$ - and (\$3)	—	(4)
Total other comprehensive loss	\$ (137)	\$ (263)
COMPREHENSIVE INCOME (LOSS)	<u>\$ 87</u>	<u>\$ (35)</u>

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(in millions)	Six months ended June 30,	
	2013	2012
NET INCOME	\$ 283	\$ 327
Unrealized loss on fuel derivative instruments, net of deferred taxes of (\$91) and (\$57)	(155)	(92)
Unrealized gain (loss) on interest rate derivative instruments, net of deferred taxes of \$15 and (\$1)	23	(2)
Other, net of deferred taxes of \$2 and (\$1)	3	(2)
Total other comprehensive loss	\$ (129)	\$ (96)
COMPREHENSIVE INCOME	\$ 154	\$ 231

A rollforward of the amounts included in AOCI, net of taxes, is shown below for the three and six months ended June 30, 2013:

(in millions)	Fuel derivatives	Interest rate derivatives	Defined benefit pension items	Other	Deferred tax	Accumulated other comprehensive income (loss)
Balance at March 31, 2013	\$ (107)	\$ (94)	\$ 26	\$ (3)	\$ 67	\$ (111)
Changes in fair value	(301)	18	—	—	105	(178)
Reclassification to earnings	59	6	—	—	(24)	41
Balance at June 30, 2013	\$ (349)	\$ (70)	\$ 26	\$ (3)	\$ 148	\$ (248)

(in millions)	Fuel derivatives	Interest rate derivatives	Defined benefit pension items	Other	Deferred tax	Accumulated other comprehensive income (loss)
Balance at December 31, 2012	\$ (103)	\$ (108)	\$ 26	\$ (8)	\$ 74	\$ (119)
Changes in fair value	(347)	24	—	5	117	(201)
Reclassification to earnings	101	14	—	—	(43)	72
Balance at June 30, 2013	\$ (349)	\$ (70)	\$ 26	\$ (3)	\$ 148	\$ (248)

The following tables illustrate the significant amounts reclassified out of each component of AOCI for the three and six months ended June 30, 2013:

Three months ended June 30, 2013		
(in millions)	Affected line item in the unaudited Condensed Consolidated Statement of Comprehensive Income	
AOCI components	Amounts reclassified from AOCI	
Unrealized gain on fuel derivative instruments	\$ 59	Fuel and oil expense
	\$ 22	Less: Tax Expense
	\$ 37	Net of tax
Unrealized gain on interest rate derivative instruments	\$ 6	Interest expense
	\$ 2	Less: Tax Expense
	\$ 4	Net of tax
Total reclassifications for the period	\$ 41	Net of tax

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Six months ended June 30, 2013

(in millions)		
AOCI components	Amounts reclassified from AOCI	Affected line item in the unaudited Condensed Consolidated Statement of Comprehensive Income
Unrealized gain on fuel derivative instruments	\$ 101	Fuel and oil expense
	\$ 38	Less: Tax Expense
	\$ 63	Net of tax
Unrealized gain on interest rate derivative instruments	\$ 14	Interest expense
	\$ 5	Less: Tax Expense
	\$ 9	Net of tax
Total reclassifications for the period	<u>\$ 72</u>	Net of tax

7. SUPPLEMENTAL FINANCIAL INFORMATION

(in millions)	June 30, 2013	December 31, 2012
Fuel derivative contracts	\$ 9	\$ 221
Interest rate derivative contracts	22	31
Receivable from third parties for fuel contracts - noncurrent	27	54
Intangible assets	127	138
Non-current investments	41	41
Other	158	148
Other assets	<u>\$ 384</u>	<u>\$ 633</u>

(in millions)	June 30, 2013	December 31, 2012
Retirement plans	\$ 222	\$ 135
Aircraft rentals	130	139
Vacation pay	281	270
Health	61	70
Fuel derivative contracts	36	50
Workers compensation	156	159
Accrued taxes	119	67
Other	202	212
Accrued liabilities	<u>\$ 1,207</u>	<u>\$ 1,102</u>

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(in millions)	June 30, 2013	December 31, 2012
Postretirement obligation	\$ 162	\$ 148
Non-current lease-related obligations	340	376
Airport construction obligation	404	331
Other deferred compensation	147	141
Fuel derivative contracts	30	—
Interest rate derivative contracts	49	37
Other	79	91
Other non-current liabilities	<u>\$ 1,211</u>	<u>\$ 1,124</u>

For further details on fuel derivative and interest rate derivative contracts, see Note 5.

Other Operating Expenses

Other operating expenses consist of distribution costs, advertising expenses, personnel expenses, professional fees, and other operating costs, none of which individually exceed 10 percent of Operating expenses.

8. LEASES

On July 9, 2012, the Company signed an agreement with Delta Air Lines, Inc. and Boeing Capital Corp. to lease or sublease all 88 of AirTran's Boeing 717-200 aircraft ("B717s") to Delta, with the first delivery expected to occur in August 2013, at a rate of approximately three B717s per month. A total of 78 of the B717s are on operating lease, eight are owned, and two are currently classified as capital leases.

The B717s add complexity to the Company's operations, as Southwest Airlines has historically operated an all-Boeing 737 fleet. From a fleet management perspective, the transition of approximately three B717s per month to Delta beginning in August 2013 allows the Company to minimize the impact of this transaction on operations, as the B717 capacity lost is expected to be replaced through the capacity gained as a result of (i) the Company's modification of the retirement dates for a portion of its 737-300 and 737-500 aircraft and (ii) its receipt of new 737 deliveries from Boeing or its acquisition of used 737s.

The Company will lease and/or sublease all 88 of the B717s to Delta at agreed-upon lease rates. In addition, the Company will pay the majority of the costs to convert the aircraft to the Delta livery and perform certain maintenance checks prior to the delivery of each aircraft. The agreement to pay these conversion and maintenance costs is a "lease incentive" under applicable accounting guidance. The sublease terms for the 78 B717s currently on operating lease and the two B717s currently classified as capital leases coincide with the Company's remaining lease terms for these aircraft from the original lessor, which range from approximately 6 years to approximately 12 years. The lease terms for the eight B717s that are owned by the Company are for a period of seven years, after which Delta will have the option to purchase the aircraft at the then-prevailing market value. The Company will account for the lease and sublease transactions with Delta as operating leases, except for the two aircraft classified by the Company as capital leases. The subleases of these two aircraft will be accounted for as direct financing leases. There are no contingent payments and no significant residual value conditions associated with the transaction.

The accounting for this transaction is based on the guidance provided for lease transactions. For the components of this transaction finalized in third quarter 2012 and with respect to which the lease inception has been deemed to occur, the Company recorded a charge of approximately \$137 million during third quarter 2012. The charge represents the remaining estimated cost, at the scheduled date of delivery of each B717 to Delta (including the conversion, maintenance, and other contractual costs to be incurred), of the Company's lease of the 78 B717s that are currently accounted for as operating leases, net of the future sublease income from Delta and the remaining unfavorable aircraft lease liability established as of the acquisition date. The charges recorded by the Company for this transaction were included as a component of Acquisition and integration costs in the Company's unaudited Condensed Consolidated

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Statement of Comprehensive Income and were included as a component of Other, net in Cash flows from operating activities in the Company's unaudited Condensed Consolidated Statement of Cash Flows, and the corresponding liability for this transaction is included as a component of Current liabilities and Other noncurrent liabilities in the Company's unaudited Condensed Consolidated Balance Sheet. See Note 2 for further information on the Company's Acquisition and integration costs. The Company may also incur other costs associated with this transaction, such as contract termination costs with certain aircraft maintenance vendors. Two of these vendor maintenance contracts have stated termination penalties totaling approximately \$106 million if the Company were to terminate such contracts; however, termination of these contracts has not occurred, and any charges would only be recorded at the time of contract termination or at the time any associated charges become probable and estimable.

9. COMMITMENTS AND CONTINGENCIES

Commitments

During 2008, the City of Dallas approved the Love Field Modernization Program ("LFMP"), a project to reconstruct Dallas Love Field ("Airport") with modern, convenient air travel facilities. Pursuant to a Program Development Agreement ("PDA") with the City of Dallas and the Love Field Airport Modernization Corporation (or "LFAMC," a Texas non-profit "local government corporation" established by the City to act on the City's behalf to facilitate the development of the LFMP), the Company is managing this project. Major construction commenced during 2010. New ticketing and checkin areas opened during fourth quarter 2012, and 11 new gates and new concessions opened on April 16, 2013. Another new gate opened in July 2013, and full completion of the project is scheduled for second half 2014. The project consists of the complete replacement of gate facilities with a new 20-gate facility, including infrastructure, systems and equipment, aircraft parking apron, fueling system, roadways and terminal curbside, baggage handling systems, passenger loading bridges and support systems, and other supporting infrastructure.

It is currently expected that the total construction costs associated with the LFMP project will be approximately \$519 million. Although the City of Dallas has received commitments from various sources that are expected to fund portions of the LFMP project, including the Federal Aviation Administration ("FAA"), the Transportation Security Administration, and the City's Aviation Fund, the majority of the funds used are from the issuance of bonds. During fourth quarter 2010, \$310 million of such bonds were issued by the LFAMC, and the Company has guaranteed principal and interest payments on the bonds. An additional tranche of such bonds totaling \$146 million was issued during second quarter 2012, and the Company has guaranteed the principal and interest payments on these bonds as well. The Company currently expects that as a result of the funding commitments from the above mentioned sources and the bonds that have been issued thus far, no further bond issuances and related guarantees from the Company will be required to complete the LFMP project.

In conjunction with the Company's significant presence at Dallas Love Field, its rights to occupy 16 of the available gates upon completion of the facility, and other factors, the Company agreed to manage the majority of the LFMP project. Based on these facts, the Company has evaluated its ongoing accounting requirements in consideration of accounting guidance provided for lessees involved in asset construction. The Company has recorded and will continue to record an asset and corresponding obligation for the cost of the LFMP project as the construction of the facility occurs. As of June 30, 2013, the Company had recorded LFMP construction costs of \$404 million classified as both an asset as a component of Ground property and equipment and a corresponding liability as a component of Other non-current liabilities, respectively, in its unaudited Condensed Consolidated Balance Sheet. Upon completion of different phases of the LFMP project, the Company has placed the associated assets in service and has begun depreciating the assets over their estimated useful lives. The amount of depreciation recorded for the three and six months ended June 30, 2013, associated with the LFMP project was not material. The corresponding LFMP liabilities will be reduced primarily through the Company's airport rental payments to the City of Dallas as the construction costs of the project are passed through to the Company via recurring airport rates and charges.

Contingencies

The Company is from time to time subject to various legal proceedings and claims arising in the ordinary course of business, including, but not limited to, examinations by the IRS. The Company's management does not expect that

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the outcome in any of its currently ongoing legal proceedings or the outcome of any adjustments presented by the IRS, individually or collectively, will have a material adverse effect on the Company's financial condition, results of operations, or cash flow.

10. FAIR VALUE MEASUREMENTS

Accounting standards pertaining to fair value measurements establish a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

As of June 30, 2013, the Company held certain items that are required to be measured at fair value on a recurring basis. These included cash equivalents, short-term investments (primarily treasury bills, commercial paper, and certificates of deposit), certain noncurrent investments, interest rate derivative contracts, fuel derivative contracts, and available-for-sale securities. The majority of the Company's short-term investments consist of instruments classified as Level 1. However, the Company has certificates of deposit, commercial paper, and Eurodollar time deposits that are classified as Level 2, due to the fact that the fair value for these instruments is determined utilizing observable inputs in non-active markets. Noncurrent investments consist of certain auction rate securities, primarily those collateralized by student loan portfolios, which are guaranteed by the U.S. Government. Other available-for-sale securities primarily consist of investments associated with the Company's excess benefit plan.

The Company's fuel and interest rate derivative instruments consist of over-the-counter contracts, which are not traded on a public exchange. Fuel derivative instruments include swaps, as well as different types of option contracts, whereas interest rate derivatives consist solely of swap agreements. See Note 5 for further information on the Company's derivative instruments and hedging activities. The fair values of swap contracts are determined based on inputs that are readily available in public markets or can be derived from information available in publicly quoted markets. Therefore, the Company has categorized these swap contracts as Level 2. The Company's Treasury Department, which reports to the Chief Financial Officer, determines the value of option contracts utilizing an option pricing model based on inputs that are either readily available in public markets, can be derived from information available in publicly quoted markets, or are provided by financial institutions that trade these contracts. The option pricing model used by the Company is an industry standard model for valuing options and is the same model used by the broker/dealer community (i.e., the Company's counterparties). The inputs to this option pricing model are the option strike price, underlying price, risk free rate of interest, time to expiration, and volatility. Because certain inputs used to determine the fair value of option contracts are unobservable (principally implied volatility), the Company has categorized these option contracts as Level 3. Volatility information is obtained from external sources, but is analyzed by the Company for reasonableness and compared to similar information received from other external sources. The fair value of option contracts considers both the intrinsic value and any remaining time value associated with those derivatives that have not yet settled. The Company also considers counterparty credit risk and its own credit risk in its determination of all estimated fair values. To validate the reasonableness of the Company's option pricing model, on a monthly basis, the Company compares its option valuations to third party valuations. If any significant differences were to be noted, they would be researched in order to determine the reason. However, historically, no significant differences have been noted. The Company has consistently applied these valuation techniques in all periods presented and believes it has obtained the most accurate information available for the types of derivative contracts it holds.

The Company's investments associated with its excess benefit plan consist of mutual funds that are publicly traded and for which market prices are readily available. This plan is a non-qualified deferred compensation plan designed to hold Employee contributions in excess of limits established by Section 415 of the Internal Revenue Code of 1986, as amended. Payments under this plan are made based on the participant's distribution election and plan balance. Assets related to the funded portion of the deferred compensation plan are held in a rabbi trust, and the Company remains liable to these participants for the unfunded portion of the plan. The Company records changes in the fair value of the liability and the asset in the Company's earnings.

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All of the Company's auction rate security instruments, totaling \$36 million (net) at June 30, 2013, are classified as available-for-sale securities and are reflected at their estimated fair value in the unaudited Condensed Consolidated Balance Sheet. In prior periods, due to the auction process which took place every 30-35 days for most securities, quoted market prices were readily available, which would have qualified as Level 1. However, due to events in credit markets beginning during first quarter 2008, the auction events for these remaining instruments failed, and have continued to fail through the current period. Therefore, the Company's Treasury Department determines the estimated fair values of these securities utilizing a discounted cash flow analysis. The Company has performed, and routinely updates, a valuation for each of its auction rate security instruments, considering, among other items, the collateralization underlying the security investments, the expected future cash flows, including the final maturity, associated with the securities, estimates of the next time the security is expected to have a successful auction or return to full par value, forecasted reset rates based on the London Interbank Offered Rate ("LIBOR") or the issuer's net loan rate, and a counterparty credit spread. To validate the reasonableness of the Company's discounted cash flow analyses, the Company compares its valuations to third party valuations on a quarterly basis.

In association with its estimate of fair value related to auction rate security instruments as of June 30, 2013, the Company has previously recorded a temporary unrealized decline in fair value of \$14 million, with an offsetting entry to AOCI. The Company continues to believe that this decline in fair value is due entirely to market liquidity issues, because the underlying assets for the majority of these auction rate securities held by the Company are currently rated investment grade by Moody's, Standard and Poor's, and Fitch and are almost entirely backed by the U.S. Government. The range of maturities for the Company's auction rate securities are from 5 years to 34 years. Considering the relative insignificance of these securities in comparison to the Company's liquid assets and other sources of liquidity, the Company has no current intention of selling these securities nor does it expect to be required to sell these securities before a recovery in their cost basis. At the time of the first failed auctions during first quarter 2008, the Company held a total of \$463 million in auction rate securities and, since that time, has been able to sell \$413 million of these instruments at par value.

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The following tables present the Company's assets and liabilities that are measured at fair value on a recurring basis at June 30, 2013, and December 31, 2012:

Description	June 30, 2013	Fair value measurements at reporting date using:			
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	
		(in millions)			
Assets					
Cash equivalents					
Cash equivalents (a)	\$ 1,214	\$ 1,214	\$ —	\$ —	
Commercial paper	260	—	260	—	
Certificates of deposit	15	—	15	—	
Short-term investments:					
Treasury bills	1,660	1,660	—	—	
Certificates of deposit	244	—	244	—	
Noncurrent investments (b)					
Auction rate securities	36	—	—	36	
Interest rate derivatives (see Note 5)	22	—	22	—	
Fuel derivatives:					
Swap contracts (c)	60	—	60	—	
Option contracts (c)	119	—	—	119	
Swap contracts (d)	3	—	3	—	
Option contracts (d)	220	—	—	220	
Other available-for-sale securities	55	50	—	5	
Total assets	\$ 3,908	\$ 2,924	\$ 604	\$ 380	
Liabilities					
Fuel derivatives:					
Swap contracts (c)	\$ (7)	\$ —	\$ (7)	\$ —	
Option contracts (c)	(119)	—	—	(119)	
Swap contracts (d)	(72)	—	(72)	—	
Option contracts (d)	(296)	—	—	(296)	
Interest rate derivatives (see Note 5)	(90)	—	(90)	—	
Deferred compensation	(143)	(143)	—	—	
Total liabilities	\$ (727)	\$ (143)	\$ (169)	\$ (415)	

(a) Cash equivalents are primarily composed of money market investments.

(b) Noncurrent investments are included in Other assets in the unaudited Condensed Consolidated Balance Sheet.

(c) In the unaudited Condensed Consolidated Balance Sheet amounts are presented as a net asset, and are also net of cash collateral provided to counterparties. See Note 5.

(d) In the unaudited Condensed Consolidated Balance Sheet amounts are presented as a net liability, and are also net of cash collateral provided to counterparties. See Note 5.

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Description	December 31, 2012	Fair value measurements at reporting date using:			
		Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	
		(in millions)			
Assets					
Cash equivalents					
Cash equivalents (a)	\$ 829	\$ 829	\$ —	\$ —	
Commercial paper	170	—	170	—	
Certificates of deposit	34	—	34	—	
Eurodollar Time Deposits	80	—	80	—	
Short-term investments:					
Treasury bills	1,624	1,624	—	—	
Certificates of deposit	233	—	233	—	
Noncurrent investments (b)					
Auction rate securities	36	—	—	36	
Interest rate derivatives (see Note 5)	31	—	31	—	
Fuel derivatives:					
Swap contracts (c)	113	—	113	—	
Option contracts (c)	850	—	—	850	
Option contracts (d)	10	—	—	10	
Other available-for-sale securities	49	44	—	5	
Total assets	\$ 4,059	\$ 2,497	\$ 661	\$ 901	
Liabilities					
Fuel derivatives:					
Swap contracts (c)	\$ (57)	\$ —	\$ (57)	\$ —	
Option contracts (c)	(637)	—	—	(637)	
Swap contracts (d)	(56)	—	(56)	—	
Option contracts (d)	(4)	—	—	(4)	
Interest rate derivatives (see Note 5)	(126)	—	(126)	—	
Deferred Compensation	(137)	(137)	—	—	
Total liabilities	\$ (1,017)	\$ (137)	\$ (239)	\$ (641)	

(a) Cash equivalents are primarily composed of money market investments.

(b) Noncurrent investments are included in Other assets in the unaudited Condensed Consolidated Balance Sheet.

(c) In the unaudited Condensed Consolidated Balance Sheet amounts are presented as a net asset. See Note 5.

(d) In the unaudited Condensed Consolidated Balance Sheet amounts are presented as a net liability. See Note 5.

The Company had no transfers of assets or liabilities between any of the above levels during the six months ended June 30, 2013, or the year ended December 31, 2012. The following tables present the Company's activity for items measured at fair value on a recurring basis using significant unobservable inputs (Level 3) for the three and six months ended June 30, 2013:

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(in millions)	Fair value measurements using significant unobservable inputs (Level 3)			
	Fuel derivatives	Auction rate securities	Other securities	Total
Balance at March 31, 2013	\$ 199	\$ 38	\$ 5	\$ 242
Total gains or (losses) (realized or unrealized)				
Included in earnings	(16)	—	—	(16)
Included in other comprehensive income	(299)	(2)	—	(301)
Purchases	86 (a)	—	—	86
Sales	(70) (a)	—	—	(70)
Settlements	24	—	—	24
Balance at June 30, 2013	\$ (76)	\$ 36 (b)	\$ 5	\$ (35)
The amount of total losses for the period included in earnings attributable to the change in unrealized gains or losses relating to assets still held at June 30, 2013	\$ (27)	\$ —	\$ —	\$ (27)

(a) The purchase and sale of fuel derivatives are recorded gross based on the structure of the derivative instrument and whether a contract with multiple derivatives is purchased as a single instrument or separate instruments.

(b) Included in Other assets in the unaudited Condensed Consolidated Balance Sheet.

(in millions)	Fair value measurements using significant unobservable inputs (Level 3)			
	Fuel derivatives	Auction rate securities	Other securities	Total
Balance at December 31, 2012	\$ 219	\$ 36	\$ 5	\$ 260
Total gains or (losses) (realized or unrealized)				
Included in earnings	11	—	—	11
Included in other comprehensive income	(345)	—	—	(345)
Purchases	275 (a)	—	—	275
Sales	(283) (a)	—	—	(283)
Settlements	47	—	—	47
Balance at June 30, 2013	\$ (76)	\$ 36 (b)	\$ 5	\$ (35)
The amount of total losses for the period included in earnings attributable to the change in unrealized gains or losses relating to assets still held at June 30, 2013	\$ (74)	\$ —	\$ —	\$ (74)

(a) The purchase and sale of fuel derivatives are recorded gross based on the structure of the derivative instrument and whether a contract with multiple derivatives is purchased as a single instrument or separate instruments.

(b) Included in Other assets in the unaudited Condensed Consolidated Balance Sheet.

The significant unobservable input used in the fair value measurement of the Company's derivative option contracts is implied volatility. Holding other inputs constant, a significant increase (decrease) in implied volatility would result in a significantly higher (lower) fair value measurement, respectively, for the Company's derivative option contracts. The significant unobservable inputs used in the fair value measurement of the Company's auction rate securities are time to principal recovery, an illiquidity premium, and counterparty credit spread. Holding other inputs constant, a significant increase (decrease) in such unobservable inputs would result in a significantly lower (higher) fair value measurement, respectively.

The following table presents a range of the unobservable inputs utilized in the fair value measurements of the Company's assets and liabilities classified as Level 3 at June 30, 2013:

Southwest Airlines Co.
Notes to Condensed Consolidated Financial Statements
(unaudited)

Quantitative information about Level 3 fair value measurements

	Valuation technique	Unobservable input	Period (by year)	Range
Fuel derivatives	Option model	Implied volatility	Third quarter 2013	12-26%
			Fourth quarter 2013	17-28%
			2014	16-28%
			2015	15-22%
			2016	16-21%
			2017	16-19%
Auction rate securities	Discounted cash flow	Time to principal recovery		5-8 years
		Illiquidity premium		3-4%
		Counterparty credit spread		1-3%

All settlements from fuel derivative contracts that are deemed “effective” are included in Fuel and oil expense in the period the underlying fuel is consumed in operations. Any “ineffectiveness” associated with hedges, including amounts that settled in the current period (realized), and amounts that will settle in future periods (unrealized), is recorded in earnings immediately as a component of Other (gains) losses, net. See Note 5 for further information on hedging. Any gains and losses (realized and unrealized) related to other investments are reported in Other operating expenses and were immaterial for the three and six months ended June 30, 2013 and 2012.

The carrying amounts and estimated fair values of the Company’s long-term debt (including current maturities), as well as the applicable fair value hierarchy tier, at June 30, 2013, are presented in the table below. The fair values of the Company’s publicly held long-term debt are determined based on inputs that are readily available in public markets or can be derived from information available in publicly quoted markets; therefore, the Company has categorized these agreements as Level 2. Six of the Company’s debt agreements are not publicly held. The Company has determined the estimated fair value of this debt to be Level 3, as certain inputs used to determine the fair value of these agreements are unobservable. The Company utilizes indicative pricing from counterparties and a discounted cash flow method to estimate the fair value of the Level 3 items.

(in millions)	Carrying value	Estimated fair value	Fair value level hierarchy
5.25% Notes due 2014	362	376	Level 2
5.75% Notes due 2016	322	355	Level 2
5.25% Convertible Senior Notes due 2016	116	143	Level 2
5.125% Notes due 2017	326	347	Level 2
Fixed-rate 717 Aircraft Notes payable through 2017 - 10.38%	56	54	Level 2
French Credit Agreements due 2018 - 1.12%	51	51	Level 3
Fixed-rate 737 Aircraft Notes payable through 2018 - 7.02%	33	34	Level 3
Term Loan Agreement due 2019 - 6.315%	226	228	Level 3
Term Loan Agreement due 2019 - 6.84%	90	96	Level 3
Term Loan Agreement due 2020 - 5.223%	432	402	Level 3
Floating-rate 737 Aircraft Notes payable through 2020	359	352	Level 3
Pass Through Certificates due 2022 - 6.24%	385	440	Level 2
7.375% Debentures due 2027	137	145	Level 2

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Relevant comparative operating statistics for the three and six months ended June 30, 2013 and 2012 are included below. The Company provides these operating statistics because they are commonly used in the airline industry and, as such, allow readers to compare the Company's performance against its results for the prior year period, as well as against the performance of the Company's peers.

	Three months ended June 30,		Change
	2013	2012	
Revenue passengers carried	28,960,367	28,859,348	0.4 %
Enplaned passengers	35,530,779	35,210,151	0.9 %
Revenue passenger miles (RPMs) (000s) ⁽¹⁾	27,929,506	27,206,498	2.7 %
Available seat miles (ASMs) (000s) ⁽²⁾	34,231,243	33,230,589	3.0 %
Load factor ⁽³⁾	81.6%	81.9%	(0.3) pts
Average length of passenger haul (miles)	964	943	2.2 %
Average aircraft stage length (miles)	708	699	1.3 %
Trips flown	343,592	352,726	(2.6)%
Average passenger fare	151.23	150.65	0.4 %
Passenger revenue yield per RPM (cents) ⁽⁴⁾	15.68	15.98	(1.9)%
Operating revenue per ASM (cents) ⁽⁵⁾	13.56	13.89	(2.4)%
Passenger revenue per ASM (cents) ⁽⁶⁾	12.79	13.08	(2.2)%
Operating expenses per ASM (cents) ⁽⁷⁾	12.30	12.51	(1.7)%
Operating expenses per ASM, excluding fuel (cents)	7.95	7.76	2.4 %
Operating expenses per ASM, excluding fuel and profitsharing (cents)	7.72	7.54	2.4 %
Fuel costs per gallon, including fuel tax	3.11	3.25	(4.3)%
Fuel costs per gallon, including fuel tax, economic	3.06	3.22	(5.0)%
Fuel consumed, in gallons (millions)	478	483	(1.0)%
Active fulltime equivalent Employees	45,216	46,128	(2.0)%
Aircraft in service at period-end ⁽⁸⁾	696	695	0.1 %

	Six months ended June 30,		Change
	2013	2012	
Revenue passengers carried	54,164,301	54,420,170	(0.5)%
Enplaned passengers	66,243,404	66,364,573	(0.2)%
Revenue passenger miles (RPMs) (000s) ⁽¹⁾	51,686,249	50,891,364	1.6 %
Available seat miles (ASMs) (000s) ⁽²⁾	65,032,668	63,863,482	1.8 %
Load factor ⁽³⁾	79.5%	79.7%	(0.2) pts
Average length of passenger haul (miles)	954	935	2.0 %
Average aircraft stage length (miles)	701	692	1.3 %
Trips flown	662,106	686,622	(3.6)%
Average passenger fare	151.73	148.80	2.0 %
Passenger revenue yield per RPM (cents) ⁽⁴⁾	15.90	15.91	(0.1)%
Operating revenue per ASM (cents) ⁽⁵⁾	13.42	13.48	(0.4)%
Passenger revenue per ASM (cents) ⁽⁶⁾	12.64	12.68	(0.3)%
Operating expenses per ASM (cents) ⁽⁷⁾	12.65	12.72	(0.6)%
Operating expenses per ASM, excluding fuel (cents)	8.12	7.89	2.9 %
Operating expenses per ASM, excluding fuel and profitsharing (cents)	7.98	7.78	2.6 %
Fuel costs per gallon, including fuel tax	3.23	3.32	(2.7)%
Fuel costs per gallon, including fuel tax, economic	3.17	3.33	(4.8)%
Fuel consumed, in gallons (millions)	910	926	(1.7)%
Active fulltime equivalent Employees	45,216	46,128	(2.0)%
Aircraft in service at period-end ⁽⁸⁾	696	695	0.1 %

(1) A revenue passenger mile is one paying passenger flown one mile. Also referred to as "traffic," which is a measure of demand for a given period.

(2) An available seat mile is one seat (empty or full) flown one mile. Also referred to as "capacity," which is a measure of the space available to carry passengers in a given period.

(3) Revenue passenger miles divided by available seat miles.

(4) Calculated as passenger revenue divided by revenue passenger miles. Also referred to as "yield," this is the average cost paid by a paying passenger to fly one mile, which is a measure of revenue production and fares.

(5) Calculated as operating revenue divided by available seat miles. Also referred to as "operating unit revenues," this is a measure of operating revenue production based on the total available seat miles flown during a particular period.

(6) Calculated as passenger revenue divided by available seat miles. Also referred to as "passenger unit revenues," this is a measure of passenger revenue production based on the total available seat miles flown during a particular period.

(7) Calculated as operating expenses divided by available seat miles. Also referred to as "unit costs" or "cost per available seat mile," this is the average cost to fly an aircraft seat (empty or full) one mile, which is a measure of cost efficiencies.

(8) Includes leased aircraft and excludes aircraft that are not available for service or are held in storage, for sale, or for return to the lessor.

Reconciliation of Reported Amounts to non-GAAP Financial Measures (unaudited) (in millions, except per share and per ASM amounts)

	Three months ended June 30,		Percent Change	Six months ended June 30,		Percent Change
	2013	2012		2013	2012	
Fuel and oil expense, unhedged	\$ 1,442	\$ 1,544		\$ 2,847	\$ 3,022	
Add: Fuel hedge losses included in Fuel and oil expense	47	33		99	65	
Fuel and oil expense, as reported	\$ 1,489	\$ 1,577		\$ 2,946	\$ 3,087	
Add (Deduct): Net impact from fuel contracts	(20)	(14)		(49)	10	
Fuel and oil expense, non-GAAP	\$ 1,469	\$ 1,563	(6.0)	\$ 2,897	\$ 3,097	(6.5)
Total operating expenses, as reported	\$ 4,210	\$ 4,156		\$ 8,224	\$ 8,125	
Add (Deduct): Reclassification between Fuel and oil and Other (gains) losses, net, associated with current period settled contracts	7	(10)		7	(12)	
Add (Deduct): Contracts settling in the current period, but for which gains and/or (losses) have been recognized in a prior period*	(27)	(4)		(56)	22	
Deduct: Acquisition and integration costs	(26)	(11)		(39)	(24)	
Total operating expenses, non-GAAP	\$ 4,164	\$ 4,131	0.8	\$ 8,136	\$ 8,111	0.3
Operating income, as reported	\$ 433	\$ 460		\$ 503	\$ 481	
Add (Deduct): Reclassification between Fuel and oil and Other (gains) losses, net, associated with current period settled contracts	(7)	10		(7)	12	
Add (Deduct): Contracts settling in the current period, but for which gains and/or (losses) have been recognized in a prior period*	27	4		56	(22)	
Add: Acquisition and integration costs	26	11		39	24	
Operating income, non-GAAP	\$ 479	\$ 485	(1.2)	\$ 591	\$ 495	19.4
Net income, as reported	\$ 224	\$ 228		\$ 283	\$ 327	
Add (Deduct): Mark-to-market impact from fuel contracts settling in future periods	25	50		(35)	(156)	
Add: Ineffectiveness from fuel hedges settling in future periods	3	8		12	39	
Add (Deduct): Other net impact of fuel contracts settling in the current or a prior period (excluding reclassifications)	27	4		56	(22)	
Add (Deduct): Income tax impact of fuel contracts	(21)	(24)		(12)	52	
Add: Acquisition and integration costs, net (a)	16	7		24	15	
Net income, non-GAAP	\$ 274	\$ 273	0.4	\$ 328	\$ 255	28.6
Net income per share, diluted, as reported	\$ 0.31	\$ 0.30		\$ 0.39	\$ 0.43	
Add (Deduct): Net impact to net income above from fuel contracts divided by dilutive shares	0.05	0.05		0.03	(0.12)	
Add: Impact of special items, net (a)	0.02	0.01		0.03	0.02	
Net income per share, diluted, non-GAAP	\$ 0.38	\$ 0.36	5.6	\$ 0.45	\$ 0.33	36.4
Operating expenses per ASM (cents)	12.30	12.51		12.65	12.72	
Deduct: Fuel expense divided by ASMs	(4.35)	(4.75)		(4.53)	(4.83)	
Deduct: Impact of special items	(0.08)	(0.03)		(0.06)	(0.04)	
Operating expenses per ASM, non-GAAP, excluding fuel and special items (cents)	7.87	7.73	1.8	8.06	7.85	2.7

* As a result of prior hedge ineffectiveness and/or contracts marked to market through earnings.

(a) Amounts net of tax.

Note Regarding Use of Non-GAAP Financial Measures

The Company's unaudited Condensed Consolidated Financial Statements are prepared in accordance with GAAP. These GAAP financial statements include (i) unrealized non-cash adjustments and reclassifications, which can be significant, as a result of accounting requirements and elections made under accounting pronouncements relating to derivative instruments and hedging and (ii) other charges the Company believes are not indicative of its ongoing operational performance.

As a result, the Company also provides financial information in this filing that was not prepared in accordance with GAAP and should not be considered as an alternative to the information prepared in accordance with GAAP. The Company provides supplemental non-GAAP financial information, including results that it refers to as "economic," which the Company's management utilizes to evaluate its ongoing financial performance and the Company believes provides greater transparency to investors as supplemental information to its GAAP results. The Company's economic financial results differ from GAAP results in that they only include the actual cash settlements from fuel hedge contracts - all reflected within Fuel and oil expense in the period of settlement. Thus, Fuel and oil expense on an economic basis reflects the Company's actual net cash outlays for fuel during the applicable period, inclusive of settled fuel derivative contracts.

Any net premium costs paid related to option contracts are reflected as a component of Other (gains) losses, net, for both GAAP and non-GAAP (including economic) purposes in the period of contract settlement. The Company believes these economic results provide a better measure of the impact of the Company's fuel hedges on its operating performance and liquidity since they exclude the unrealized, non-cash adjustments and reclassifications that are recorded in GAAP results in accordance with accounting guidance relating to derivative instruments, and they reflect all cash settlements related to fuel derivative contracts within Fuel and oil expense. This enables the Company's management, as well as investors, to consistently assess the Company's operating performance on a year-over-year or quarter-over-quarter basis after considering all efforts in place to manage fuel expense. However, because these measures are not determined in accordance with GAAP, such measures are susceptible to varying calculations and not all companies calculate the measures in the same manner. As a result, the aforementioned measures, as presented, may not be directly comparable to similarly titled measures presented by other companies.

Further information on (i) the Company's fuel hedging program, (ii) the requirements of accounting for derivative instruments, and (iii) the causes of hedge ineffectiveness and/or mark-to-market gains or losses from derivative instruments is included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2012, and Note 5 to the unaudited Condensed Consolidated Financial Statements.

In addition to its "economic" financial measures, as defined above, the Company has also provided other non-GAAP financial measures, including results that it refers to as "excluding special items," as a result of items that the Company believes are not indicative of its ongoing operations. These include expenses associated with the Company's acquisition and integration of AirTran. The Company believes that evaluation of its financial performance can be enhanced by a presentation of results that exclude the impact of these items in order to evaluate the results on a comparative basis with results in prior periods that do not include such items and as a basis for evaluating operating results in future periods. As a result of the Company's acquisition of AirTran, which closed on May 2, 2011, the Company has incurred and expects to continue to incur substantial charges associated with integration of the two companies. While the Company cannot predict the exact timing or amounts of such charges, it does expect to treat these charges as special items in its future presentation of non-GAAP results. See Note 2 and Note 8 to the unaudited Condensed Consolidated Financial Statements for further information on the AirTran acquisition.

Material Changes in Results of Operations

Overview

The Company recorded second quarter and year to date GAAP and non-GAAP results for 2013 and 2012 as follows:

(in millions, except per share amounts)	Three months ended			Six months ended		
	June 30,		Percent Change	June 30,		Percent Change
GAAP	2013	2012		2013	2012	
Operating income	433	460	(5.9)	\$ 503	\$ 481	4.6
Net income	\$ 224	\$ 228	(1.8)	\$ 283	\$ 327	(13.5)
Net income per share, diluted	0.31	0.30	3.3	0.39	0.43	(9.3)
Non-GAAP						
Operating income	479	485	(1.2)	\$ 591	\$ 495	19.4
Net income	\$ 274	\$ 273	0.4	\$ 328	\$ 255	28.6
Net income per share, diluted	0.38	0.36	5.6	0.45	0.33	36.4

See the previous Note Regarding Use of Non-GAAP Financial Measures.

The Company's GAAP results for both the three and six months ended June 30, 2013 and 2012 were significantly impacted by the non-cash adjustments recorded as a result of the Company's portfolio of future derivative contracts utilized to hedge against jet fuel price volatility, as well as acquisition and integration costs associated with the Company's 2011 acquisition of AirTran. See Note 5 to the unaudited Condensed Consolidated Financial Statements for further information on fuel hedging and Note 2 for further information on the acquisition of AirTran. Excluding the impact of these items, the Company's net income on a non-GAAP basis for the second quarter of 2013 increased slightly versus the same period of 2012 to a Company record \$274 million. For the six months ended June 30, 2013, also on a non-GAAP basis, the Company's net income increased 29 percent compared to the same prior year period, due primarily to a combination of higher passenger revenues and lower fuel costs.

The Company continued to make progress in second quarter 2013 on its five major strategic initiatives, which include:

1. The complete integration of AirTran into Southwest's operations by the end of 2014;
2. The continued growth of Southwest's Rapid Rewards frequent flyer program;
3. The continued addition of the Boeing 737-800, a larger aircraft, within the Company's fleet;
4. The modernization of the Company's entire fleet to produce both better revenue and cost efficiencies; and
5. The design and building of a new reservations system and international capabilities.

The Company reached a major milestone by completing the connection of the Southwest and AirTran networks during second quarter 2013. As of April 14th, Customers can now fly between any of the combined 97 Southwest and AirTran destinations on a single itinerary. During second quarter 2013, the Company also completed the conversion of five additional AirTran cities to the Southwest network-Charlotte, North Carolina; Rochester, New York; Flint, Michigan; Portland, Maine; and Wichita, Kansas. Also, on April 14, 2013, Southwest began daily service to San Juan, Puerto Rico, from Orlando and Tampa Bay, Florida, Southwest's first scheduled service outside of the continental United States. These flights are in addition to AirTran's existing service between San Juan and Atlanta, Georgia, Baltimore/Washington, and Fort Lauderdale/Hollywood, Florida. With respect to its AirTran integration initiative, the Company is experiencing substantial financial benefits associated with the recent connection of the Southwest and AirTran networks. The Company estimates it achieved approximately \$95 million in net synergies during second quarter 2013, and continues to make progress towards its goal of producing approximately \$400 million in total annualized net synergies from the AirTran acquisition by the end of 2013.

One of the next large phases of the Company's integration effort will be to optimize its operations in Atlanta in the fall of 2013. The Company will be transitioning Atlanta to a point-to-point operation, similar to other large Southwest cities, which is expected to enable efficiencies related to the scheduling of aircraft, flight crews, and ground staff.

The Company added three more of the larger 737-800 aircraft to its active fleet during the second quarter of 2013. The 737-800 aircraft provides both improved revenue opportunities and operational flexibility. As of June 30, 2013, the Company's fleet included 43 of the 737-800s, all of which have been placed in service over the last 15 months. During second quarter of 2013, the Company also continued to modernize its fleet through (i) the lease of one additional used 737-700 from a third party which is currently expected to enter active service during third quarter 2013, (ii) the retirement of two older Boeing 737-300s from the Company's fleet, (iii) the transition of one Boeing 717-200 out of active service as part of the Company's lease/sublease agreement with Delta, (iv) the retrofit of an additional 44 Southwest 737-700s with the Company's new *Evolve* interior, which completed the retrofit of the Southwest 737-700 fleet, and (v) the retrofit of 14 of the planned 78 737-300 aircraft with the Company's new *Evolve* interior, with the remaining 64 expected to be completed in late 2013. The Company also converted one AirTran 737-700 to the Southwest livery during the second quarter of 2013.

The Company also continues to return significant value to its Shareholders. During second quarter 2013, the Company announced and completed an accelerated share repurchase program for approximately \$251 million, or approximately 18 million shares, which brings total share repurchases during the first six months of 2013 to approximately \$351 million, or approximately 27 million shares. The accelerated share repurchase was part of a total share repurchase authorization of \$1.5 billion, of which approximately \$975 million, or approximately 100 million shares, has now been completed in aggregate. During second quarter 2013, the Company's Board of Directors also authorized a four-fold increase in the Company's quarterly common stock dividend, from \$.01 per share to \$.04 per share. On an annualized basis, this new dividend amount provides an approximate \$100 million return to Shareholders.

At the current time, the Company plans to continue its route network and schedule optimization efforts, but does not intend to grow its overall fleet size for 2013. During the second half of 2013, the Company currently expects to receive an additional nine new 737-800 aircraft from Boeing. During 2013, the Company also expects to continue to retire some of its older 737-300 and 737-500 aircraft, and transition a number of 717-200 aircraft out of the fleet as part of the Company's lease/sublease agreement with Delta. See Note 8 to the unaudited Condensed Consolidated Financial Statements. The Company currently expects 2013 ASMs to increase a modest two percent compared to ASMs flown during 2012 as a result of larger gauge aircraft. For 2014, the Company currently plans to keep its capacity in line with 2013 as it continues to optimize its network and execute on its strategic plan.

Comparison of three months ended June 30, 2013 to three months ended June 30, 2012

Operating Revenues

Operating revenues for second quarter 2013 increased by \$27 million, or 0.6 percent, compared to second quarter 2012. The majority of the increase was due to a \$33 million, or 0.8 percent, increase in Passenger revenues. The Company believes the lingering effects of government sequestration and higher taxes continued to be a drag on year-over-year revenue trends. In addition, the Company has a greater number of markets under development as the Company is in the midst of integrating AirTran, launching new city-pairs, and optimizing the combined networks. However, second quarter revenues and passenger traffic still reached Company record levels. The Company maintained strong load factors and ended the quarter with a record June load factor of 85.0 percent, which is notable considering the increasing mix of larger gauge 737-800 aircraft and *Evolve* -700 aircraft. The Company's addition of the larger gauge 737-800 aircraft over the past 15 months as well as the increased seat density created by the additional seats added to the Company's fleet from *Evolve* retrofits were contributing factors to the 2.4 percent year-over-year decline in unit revenues. However, as a result of the improvement in unit costs from the increased seating capacity, the Company believes these initiatives had a net positive impact to its second quarter operating results. Despite the 2.4 percent year-over-year decline in second quarter unit revenues, trends improved throughout the quarter. Third quarter 2013 revenue trends are encouraging thus far. July unit revenues are above last year's July, benefiting from the connection of the Southwest and AirTran networks and the Company's continued network optimization, current bookings for the remainder of the third quarter also look solid.

During second quarter 2013, Southwest announced its implementation of a No Show policy that applies to nonrefundable fares that are not canceled or changed by a Customer at least ten minutes prior to a flight's scheduled departure. If a Customer has booked a nonrefundable fare anywhere in his/her itinerary and that portion of the flight is not used and not canceled or changed by the Customer at least ten minutes prior to scheduled departure, all unused funds on the full itinerary will be lost, and the remaining reservation will be canceled. The policy applies to reservations made or changed on or after Friday, May 10, 2013, for travel on or after Friday, September 13, 2013. This policy does not apply to military fares, senior fares, or travel during certain irregular operations, including severe weather conditions. The No Show policy will not impact Customers who simply cancel a Wanna Get Away® or DING!® fare at least ten minutes prior to scheduled departure; in this case, Customers may reuse their funds toward future travel on Southwest, without a change fee, as they have always done. Customers who are traveling on a fully refundable itinerary that does not contain a Wanna Get Away or DING! fare will continue to have the option of either requesting a refund or holding funds for future travel. Based on the Company's revenue recognition policy, revenue would be recorded at the flight date for a Customer that does not change his/her itinerary and loses their funds. The Company is unable to estimate the impact of this change in policy on future Passenger revenues at the current time.

Freight revenues for second quarter 2013 increased by \$1 million, or 2.4 percent, compared to second quarter 2012, primarily due to an increase in rates charged versus second quarter 2012. Other revenues for second quarter 2013 decreased by \$7 million, or 3.1 percent, compared to second quarter 2012, primarily due to a decline in ancillary revenues. The majority of the decline in ancillary revenues was due to the conversion of AirTran aircraft into the Southwest livery and the adoption of Southwest fee policies for a larger portion of Customers. The Company currently expects such trend to continue as the integration process continues, and intends, upon full integration of AirTran, to have a consistent product offering. Based on current trends, the Company expects third quarter 2013 Freight and Other revenues will decrease from third quarter 2012.

Operating expenses

Operating expenses for second quarter 2013 increased by \$54 million, or 1.3 percent, compared to second quarter 2012, while capacity increased 3.0 percent over the same prior year period. Historically, except for changes in the price of fuel, changes in Operating expenses for airlines are largely driven by changes in capacity, or ASMs. The following table presents the Company's Operating expenses per ASM for the second quarters of 2013 and 2012, followed by explanations of these changes on a per-ASM basis and/or on a dollar basis:

(in cents, except for percentages)	Three months ended June 30,		Per-ASM change	Percent change
	2013	2012		
Salaries, wages, and benefits	3.79¢	3.68¢	0.11 ¢	3.0 %
Fuel and oil	4.35	4.75	(0.40)	(8.4)
Maintenance materials and repairs	0.82	0.87	(0.05)	(5.7)
Aircraft rentals	0.27	0.27	—	—
Landing fees and other rentals	0.85	0.78	0.07	9.0
Depreciation and amortization	0.62	0.61	0.01	1.6
Acquisition and integration	0.08	0.03	0.05	166.7
Other operating expenses	1.52	1.52	—	—
Total	12.30¢	12.51¢	(0.21¢)	(1.7)%

On a dollar basis, Operating expenses increased by 1.3 percent for second quarter 2013 compared to second quarter 2012, primarily due to higher Salaries, wages, and benefits expenses and higher Landing fees and other rentals, but were largely offset by lower fuel costs. Operating expenses per ASM (unit costs) for second quarter 2013 decreased 1.7 percent compared to second quarter 2012, primarily due to a decrease in Fuel and oil expense. On a non-GAAP basis, the Company's second quarter 2013 Operating expenses per ASM, excluding fuel and special items, increased 1.8 percent compared to second quarter 2012, primarily due to higher Salaries, wages, and benefits expenses. Based

on current cost trends and benefits from our fleet modernization efforts, the Company expects third quarter 2013 unit costs, excluding fuel, special items, and profitsharing, to increase slightly from third quarter 2012's 7.72 cents. See the previous Note Regarding Use of Non-GAAP Financial Measures.

Salaries, wages, and benefits expense for second quarter 2013 increased by \$76 million, or 6.2 percent, compared to second quarter 2012. Salaries, wages, and benefits expense per ASM for second quarter 2013 increased 3.0 percent compared to second quarter 2012. On both a dollar and a per ASM basis, approximately 40 percent of the increase was a result of higher contractual wage rates for a large portion of the Company's unionized workforce compared to second quarter 2012. The remainder of the increase was due to a variety of smaller items, including additional headcount associated with more Boeing 737-800s added to the Company's fleet over the past 12 months, as those are larger gauge aircraft which require the presence of a fourth flight attendant for each trip, and additional flight crew training costs incurred in preparation for future Southwest overwater and international flights. Based on current cost trends and anticipated capacity, the Company expects Salaries, wages, and benefits expense per ASM in third quarter 2013, excluding profitsharing, to be comparable to second quarter 2013's Salaries, wages, and benefits expense per ASM, excluding profitsharing.

Fuel and oil expense for second quarter 2013 decreased by \$88 million, or 5.6 percent, compared to second quarter 2012. On a per-ASM basis, second quarter 2013 Fuel and oil expense decreased 8.4 percent versus second quarter 2012. Excluding the impact of hedging in both periods, both the nominal dollar and unit cost decreases were attributable to a lower fuel cost per gallon and to better efficiency. Approximately 80 percent of the dollar change was attributable to a lower fuel cost per gallon, and approximately 20 percent was related to better fuel efficiency. The Company's average economic jet fuel cost per gallon, including fuel tax, decreased 5.0 percent on a year-over-year basis, from \$3.22 in second quarter 2012 to \$3.06 in second quarter 2013. In addition, fuel gallons consumed decreased 1.0 percent compared to second quarter 2012, while year-over-year capacity increased 3.0 percent. The improvement in fuel efficiency was primarily due to the Company's continued replacement of older Classic (737-300s and 737-500s) aircraft with new Next Generation 737s. As a result of the Company's fuel hedging program and inclusive of accounting for derivatives and hedging, the Company recognized net losses totaling \$47 million in second quarter 2013 in Fuel and oil expense relating to fuel derivative instruments versus net losses totaling \$33 million recognized in Fuel and oil expense in second quarter 2012. These totals are inclusive of cash settlements realized from the expiration/settlement of fuel derivatives, which were \$27 million paid to counterparties in second quarter 2013 versus \$19 million paid to counterparties in second quarter 2012. These totals exclude gains and/or losses recognized from hedge ineffectiveness and from derivatives that do not qualify for hedge accounting, which impacts are recorded as a component of Other (gains) losses, net. See Note 5 to the unaudited Condensed Consolidated Financial Statements.

As of July 22, 2013, on an economic basis, the Company had derivative contracts in place related to expected future fuel consumption as follows:

Period	Average percent of estimated fuel consumption covered by fuel derivative contracts at varying WTI/Brent crude-equivalent price levels
Second half 2013	Approx. 80% to 85%
2014	Approx. 35%
2015	Approx. 35%
2016	Approx. 30%
2017	Approx. 50%

As a result of applying hedge accounting in prior periods the Company has amounts "frozen" in Accumulated other comprehensive income (loss) ("AOCI"), and these amounts will be recognized in earnings in future periods when the underlying fuel derivative contracts settle. The following table displays the Company's estimated fair value of remaining fuel derivative contracts (not considering the impact of the cash collateral provided to or received from counterparties- See Note 5 to the unaudited Condensed Consolidated Financial Statements for further information), as well as the

amount of deferred gains/losses in AOCI at June 30, 2013, and the expected future periods in which these items are expected to settle and/or be recognized in earnings (in millions):

Year	Fair value (liability) of fuel derivative contracts at June 30, 2013	Amount of gains (losses) deferred in AOCI at June 30, 2013 (net of tax)
Remainder of 2013	\$ (93)	\$ (93)
2014	50	(18)
2015	(9)	(71)
2016	16	(24)
2017	(56)	(13)
Total	<u>\$ (92)</u>	<u>\$ (219)</u>

Based on forward market prices and the amounts in the above table (and excluding any other subsequent changes to the fuel hedge portfolio), the Company's jet fuel costs per gallon could exceed market (i.e., unhedged) prices during some of these future periods. This is based primarily on expected future cash settlements associated with fuel derivatives, but excludes any impact associated with the ineffectiveness of fuel hedges or fuel derivatives that are marked to market because they do not qualify for hedge accounting. See Note 5 to the unaudited Condensed Consolidated Financial Statements for further information. Assuming no changes to the Company's current fuel derivative portfolio, but including all previous hedge activity for fuel derivatives that have not yet settled, and considering only the expected net cash payments related to hedges that will settle, the Company is providing a sensitivity table for third quarter 2013, fourth quarter 2013, and full year 2013 jet fuel prices at different crude oil assumptions as of July 22, 2013, and for expected premium costs associated with settling contracts each period.

Average Brent Crude Oil price per barrel	Estimated economic jet fuel price per gallon, including taxes		
	3Q 2013 (2)	4Q 2013	Full Year 2013
\$85	\$2.85 - \$2.90	\$2.85 - \$2.90	\$3.00 - \$3.05
\$95	\$2.90 - \$2.95	\$2.90 - \$2.95	\$3.05 - \$3.10
Current Market (1)	\$3.05 - \$3.10	\$3.05 - \$3.10	\$3.10 - \$3.15
\$115	\$3.15 - \$3.20	\$3.25 - \$3.30	\$3.20 - \$3.25
\$125	\$3.25 - \$3.30	\$3.35 - \$3.40	\$3.25 - \$3.30
Estimated Premium Costs (3)	\$22 million	\$22 million	\$60 million

(1) Brent crude oil average market prices as of July 22, 2013 were approximately \$107 and \$105 per barrel for third and fourth quarter 2013, respectively.

(2) The Company has approximately 80 percent of its third quarter 2013 estimated fuel consumption covered by fuel derivative contracts with approximately 70 percent at varying Gulf Coast jet fuel-equivalent prices and the remainder at varying Brent crude oil-equivalent prices. The Company has approximately 85 percent of its fourth quarter 2013 estimated fuel consumption covered by fuel derivative contracts with approximately 75 percent at varying Gulf Coast jet fuel-equivalent prices and the remainder at varying Brent crude oil-equivalent prices. The economic fuel price per gallon sensitivities provided above assume the relationship between Brent crude oil and refined products based on market prices as of July 22, 2013.

(3) Premium costs are recognized as a component of Other (gains) losses net.

Maintenance materials and repairs expense for second quarter 2013 decreased by \$10 million, or 3.4 percent, compared to second quarter 2012. On a per-ASM basis, Maintenance materials and repairs expense for second quarter 2013 decreased 5.7 percent compared to second quarter 2012. These decreases were primarily attributable to fewer second quarter 2013 engine repairs associated with the Company's 737-300 and 737-500 fleet. The Company currently expects Maintenance materials and repairs expense per ASM for third quarter 2013 to be comparable to second quarter 2013 based on currently scheduled aircraft maintenance events.

Aircraft rentals expense for second quarter 2013 increased by \$2 million, or 2.2 percent, compared to second quarter 2012, primarily due to expense associated with five Boeing 737-800 aircraft received in the latter part of second quarter 2012 that are accounted for as operating leases. On a per-ASM basis compared to second quarter 2012, Aircraft rentals expense in second quarter 2013 was relatively flat. The Company currently expects Aircraft rentals expense per ASM for third quarter 2013 to be comparable to second quarter 2013.

Landing fees and other rentals expense for second quarter 2013 increased by \$32 million, or 12.3 percent, compared to second quarter 2012. On a per-ASM basis compared to second quarter 2012, Landing fees and other rentals expense increased 9.0 percent. The majority of these increases were due to higher rental rates charged by several airports over the last twelve months, a portion of which was due to additional space occupied by the Company in some locations, and a portion of which was attributable to higher debt service costs passed through to the airlines in certain cities. The Company currently expects Landing fees and other rentals expense per ASM for third quarter 2013 to increase compared to third quarter 2012 as the escalation in airport costs is expected to be only partially offset by a year-over-year increase in ASMs.

Depreciation and amortization expense for second quarter 2013 increased by \$11 million, or 5.4 percent, compared to second quarter 2012. On a per-ASM basis, Depreciation and amortization expense increased 1.6 percent compared to second quarter 2012. Both of these increases were primarily due to depreciation associated with large software projects that have been placed into service over the past twelve months. For third quarter 2013, the Company currently expects Depreciation and amortization expense per ASM to be comparable to third quarter 2012.

For second quarter 2013, the Company incurred \$26 million of Acquisition and integration costs related to the acquisition of AirTran compared to \$11 million in second quarter 2012. The second quarter 2013 costs primarily consisted of Employee training, technology integration projects, and facility integration expenses. See Note 2 to the unaudited Condensed Consolidated Financial Statements.

Other operating expenses for second quarter 2013 increased by \$16 million, or 3.2 percent, compared to second quarter 2012. Approximately 30 percent of this increase was the result of increased winterization costs associated with late spring storms in early second quarter 2013, and approximately 30 percent was the result of costs associated with increased Customer usage of WiFi onboard the Company's 737-700 and 737-800 aircraft. The remainder of the increase was due to immaterial individual contributors. On a per-ASM basis, Other operating expenses were comparable to second quarter 2012. For third quarter 2013, the Company currently expects Other operating expenses per ASM to increase as compared to third quarter 2012.

Other

Other expenses (income) include interest expense, capitalized interest, interest income, and other gains and losses. Interest expense for second quarter 2013 decreased by \$5 million, or 13.2 percent, compared to second quarter 2012, primarily due to the repayment of AirTran aircraft financing facilities during the first quarter of 2013. For third quarter 2013, the Company expects interest expense to be comparable to second quarter 2013 as a result of the repayment of this debt.

Other (gains) losses, net, primarily includes amounts recorded as a result of the Company's hedging activities. See Note 5 to the unaudited Condensed Consolidated Financial Statements for further information on the Company's hedging activities. The following table displays the components of Other (gains) losses, net, for the three months ended June 30, 2013 and 2012:

(in millions)	Three months ended June 30,	
	2013	2012
Mark-to-market impact from fuel contracts settling in future periods	\$ 25	\$ 50
Ineffectiveness from fuel hedges settling in future periods	3	8
Realized ineffectiveness and mark-to-market (gains) or losses	7	(10)
Premium cost of fuel contracts	12	12
Other	—	2
	\$ 47	\$ 62

Income Taxes

The Company's effective tax rate was approximately 38.3 percent in second quarter 2013, compared to 38.0 percent in second quarter 2012. The Company currently projects a full year 2013 effective tax rate of approximately 38 to 40 percent based on currently forecasted financial results.

Comparison of six months ended June 30, 2013 to six months ended June 30, 2012

Operating Revenues

Operating revenues for the six months ended June 30, 2013, increased by \$121 million, or 1.4 percent, compared to the first six months of 2012. The majority of the increase was due to a \$121 million, or 1.5 percent, increase in Passenger revenues. The majority of the increase in Passenger revenues was attributable to a 1.8 percent increase in capacity, as both load factor and passenger yields remained relatively flat with the same prior year period. The Company's load factor for the six months ended June 30, 2013, was relatively flat compared to the first six months of 2012.

Freight revenues for the six months ended June 30, 2013, increased by \$3 million, or 3.8 percent, compared to the first six months of 2012, primarily due to an increase in rates charged versus the prior year. Other revenues for the six months ended June 30, 2013, decreased by \$3 million, or 0.7 percent, compared to the first six months of 2012, primarily due to a decline in ancillary revenues. The majority of the decline in ancillary revenues was due to the conversion of AirTran aircraft into Southwest and the adoption of Southwest fee policies for a larger portion of Customers.

Operating expenses

Operating expenses for the six months ended June 30, 2013, increased by \$99 million, or 1.2 percent, compared to the first six months of 2012, while capacity increased 1.8 percent over the same prior year period. Historically, except for changes in the price of fuel, changes in Operating expenses for airlines are largely driven by changes in capacity, or ASMs. The following table presents the Company's Operating expenses per ASM for the first six months of 2013 and 2012, followed by explanations of these changes on a per-ASM basis and/or on a dollar basis:

(in cents, except for percentages)	Six months ended June 30,		Per-ASM change	Percent change
	2013	2012		
Salaries, wages, and benefits	3.81¢	3.70¢	0.11 ¢	3.0 %
Fuel and oil	4.53	4.83	(0.30)	(6.2)
Maintenance materials and repairs	0.88	0.88	—	—
Aircraft rentals	0.28	0.28	—	—
Landing fees and other rentals	0.86	0.80	0.06	7.5
Depreciation and amortization	0.65	0.63	0.02	3.2
Acquisition and integration	0.06	0.04	0.02	50.0
Other operating expenses	1.58	1.56	0.02	1.3
Total	12.65¢	12.72¢	(0.07¢)	(0.6)%

On a dollar basis, Operating expenses increased by 1.2 percent for the first six months of 2013 compared to the first six months of 2012, primarily due to higher Salaries, wages, and benefits expenses and higher Landing fees and other rentals, but were largely offset by lower fuel costs. Operating expenses per ASM (unit costs) for the first six months of 2013 decreased 0.6 percent compared to the first six months of 2012, primarily due to a decrease in Fuel and oil expense. On a non-GAAP basis, the Company's Operating expenses per ASM for the first six months of 2013, excluding fuel and special items, increased 2.7 percent compared to the first six months of 2012, primarily due to higher Salaries, wages, and benefits expenses. See the previous Note Regarding Use of Non-GAAP Financial Measures.

Salaries, wages, and benefits expense for the six months ended June 30, 2013, increased by \$118 million, or 5.0 percent, compared to the six months ended June 30, 2012. Salaries, wages, and benefits expense per ASM for the first six months of 2013 increased 3.0 percent compared to the first six months of 2012. Approximately 65 percent of these increases were a result of higher contractual wage rates for a large portion of the Company's workforce compared to the six months ended June 30, 2012, and the majority of the remaining increases were a result of higher contributions to Employee retirement plans, including profitsharing and 401(k) matching contributions. The Company's profitsharing expense is based on profits that exclude the unrealized gains and/or losses the Company records for its fuel hedging program as well as Acquisition and integration costs.

Fuel and oil expense for the six months ended June 30, 2013, decreased by \$141 million, or 4.6 percent, compared to the six months ended June 30, 2012. On a per-ASM basis, for the first six months of 2013, Fuel and oil expense decreased 6.2 percent versus the first six months of 2012. Excluding the impact of hedging in both periods, both the nominal dollar and unit cost decreases were attributable to a lower fuel cost per gallon and to better efficiency. Approximately 70 percent of the dollar change was attributable to a lower fuel cost per gallon and approximately 25 percent was related to better fuel efficiency. The Company's average economic jet fuel cost per gallon, including fuel tax, decreased 4.8 percent on a year-over-year basis, from \$3.33 during the six months ended June 30, 2012, to \$3.17 during the six months ended June 30, 2013. In addition, fuel gallons consumed decreased 1.7 percent compared to the six months ended June 30, 2012, while year-over-year capacity increased 1.8 percent. The improvement in fuel efficiency was primarily due to the Company's continued replacement of older Classic (737-300s and 737-500s) aircraft with new Next Generation 737s including 28 of the larger gauge 737-800 aircraft added into service during the last twelve months. As a result of the Company's fuel hedging program and inclusive of accounting for derivatives and hedging, the Company recognized net losses totaling \$99 million during the six months ended June 30, 2013 in Fuel and oil expense relating to fuel derivative instruments versus net losses totaling \$64 million recognized in Fuel and oil expense in the six months ended June 30, 2012. These totals are inclusive of cash settlements realized from the expiration/settlement of fuel derivatives, which were \$50 million paid to counterparties in the first six months of 2013, versus \$74 million paid to counterparties in the first six months of 2012. These totals exclude gains and/or losses recognized from hedge ineffectiveness and from derivatives that do not qualify for hedge accounting, which impacts are recorded as a component of Other (gains) losses, net. See Note 5 to the unaudited Condensed Consolidated Financial Statements.

Maintenance materials and repairs expense for the six months ended June 30, 2013, increased by \$9 million, or 1.6 percent, compared to the six months ended June 30, 2012. This increase was primarily attributable to costs associated with the Company's *Evolve* aircraft interior retrofit program, which began in March 2012. On a per-ASM basis compared to the six months ended June 30, 2012, Maintenance materials and repairs expense in the first six months of 2013 was relatively flat.

Aircraft rentals expense for the six months ended June 30, 2013, increased by \$7 million, or 3.9 percent, compared to the six months ended June 30, 2012, primarily due to expense associated with five Boeing 737-800 aircraft received in the latter part of second quarter 2012 that are accounted for as operating leases. On a per-ASM basis compared to the six months ended June 30, 2012, Aircraft rentals expense in the first six months of 2013 was relatively flat.

Landing fees and other rentals expense for the six months ended June 30, 2013, increased by \$45 million, or 8.8 percent, compared to the six months ended June 30, 2012. On a per-ASM basis, Landing fees and other rentals expense increased 7.5 percent compared to the six months ended June 30, 2012. The majority of these increases were due to higher rental rates charged by several airports over the last twelve months, a portion of which is due to additional space occupied by the Company in some locations, and a portion of which is attributable to higher debt service costs passed through to the airlines in certain cities.

Depreciation and amortization expense for the six months ended June 30, 2013, increased by \$19 million, or 4.7 percent, compared to the six months ended June 30, 2012. Approximately 55 percent of this increase was due to depreciation associated with large software projects that have been placed into service over the past twelve months and approximately 40 percent was due to 28 737-800 aircraft being placed into service during the twelve months ended June 30, 2013. On a per-ASM basis, Depreciation and amortization expense increased 3.2 percent compared to the six months ended June 30, 2012, primarily due to depreciation associated with large software projects that have been placed into service over the past twelve months.

For the six months ended June 30, 2013, the Company incurred \$39 million of Acquisition and integration costs related to the acquisition of AirTran compared to \$24 million for the six months ended June 30, 2012. These 2013 costs primarily consisted of Employee training, technology integration projects, and facility integration expenses. See Note 2 to the unaudited Condensed Consolidated Financial Statements.

Other operating expenses for the six months ended June 30, 2013, increased by \$27 million, or 2.7 percent, compared to the six months ended June 30, 2012, and increased 1.3 percent on a per-ASM basis compared to the six months ended June 30, 2012. Approximately 30 percent of these increases were the result of costs associated with increased Customer usage of WiFi onboard the Company's 737-700 and 737-800 aircraft and approximately 25 percent was the result of increased winterization costs at airports from more severe weather during the first six months of 2013 compared to the same period in 2012. The remainder of the increases was due to immaterial individual contributors.

Other

Other expenses (income) include interest expense, capitalized interest, interest income, and other gains and losses. Interest expense for the six months ended June 30, 2013, decreased by \$15 million, or 19.5 percent, compared to the six months ended June 30, 2012, primarily due to the repayment of \$385 million of 6.5% notes in March 2012.

Other (gains) losses, net, primarily includes amounts recorded as a result of the Company's hedging activities. See Note 5 to the unaudited Condensed Consolidated Financial Statements for further information on the Company's hedging activities. The following table displays the components of Other (gains) losses, net, for the six months ended June 30, 2013 and 2012:

(in millions)	Six months ended June 30,	
	2013	2012
Mark-to-market impact from fuel contracts settling in future periods	\$ (35)	\$ (156)
Ineffectiveness from fuel hedges settling in future periods	12	39
Realized ineffectiveness and mark-to-market (gains) or losses	7	(12)
Premium cost of fuel contracts	17	18
Other	—	2
	\$ 1	\$ (109)

Income Taxes

The Company's effective tax rate was approximately 37.9 percent for the first six months of 2013, compared to 38.0 percent for the first six months of 2012.

Liquidity and Capital Resources

Net cash provided by operating activities was \$778 million for the three months ended June 30, 2013, compared to \$145 million provided by operating activities in the same prior year period. For the six months ended June 30, 2013, net cash provided by operating activities was \$1.8 billion compared to \$1.4 billion provided by operating activities in the first six months of 2012. The operating cash flows for the six months ended June 30, 2013, were largely impacted by the Company's results of operations (as adjusted for noncash depreciation and amortization expense), changes in Air traffic liability, and Accounts payable and accrued liabilities. For the six months ended June 30, 2013, in addition to the Company's net income (as adjusted for noncash depreciation and amortization expense), there was a \$907 million increase in Air traffic liability, as a result of bookings for future travel and higher sales of points to business partners in the Company's frequent flyer program, and a net \$282 million increase in cash flow associated with higher balances in Accounts payable and accrued liabilities due to timing of payments. For the six months ended June 30, 2012, there was a \$693 million increase in Air traffic liability, as a result of bookings for future travel and a net \$301 million increase in cash flow associated with higher balances in Accounts payable and accrued liabilities due to timing of payments. See Note 5 to the unaudited Condensed Consolidated Financial Statements for further information on the Company's derivatives and hedging activities. Net cash provided by operating activities is primarily used to finance capital expenditures, repay debt, and provide working capital.

Net cash used in investing activities during the three months ended June 30, 2013, totaled \$300 million, versus \$355 million used in investing activities in the same prior year period. For the six months ended June 30, 2013, net cash used in investing activities was \$771 million compared to \$368 million used in the same prior year period. Investing activities in both years included payments for new aircraft delivered to the Company and progress payments for future aircraft deliveries, as well as changes in the balance of the Company's short-term investments and noncurrent investments. During the six months ended June 30, 2013, the Company's transactions in short-term and noncurrent investments resulted in a net cash outflow of \$44 million, versus a net cash inflow of \$169 million during the same prior year period.

Net cash used in financing activities during the three months ended June 30, 2013, was \$327 million, compared to \$265 million used in financing activities for the same prior year period. For the six months ended June 30, 2013, net cash used in financing activities was \$613 million compared to \$748 million used in the same prior year period. During the six months ended June 30, 2013, the Company repaid \$216 million in debt and capital lease obligations and repurchased approximately \$351 million of its outstanding common stock through a share repurchase program. During the six months ended June 30, 2012, the Company repaid \$469 million in debt and capital lease obligations that came due and repurchased approximately \$275 million of its outstanding common stock through a share repurchase program.

The Company is a "well-known seasoned issuer" and currently has an effective shelf registration statement registering an indeterminate amount of debt and equity securities for future sales. The Company currently intends to use the

proceeds from any future securities sales off this shelf registration statement for general corporate purposes. The Company has not issued any securities under this shelf registration statement to date.

On April 2, 2013, the Company entered into a new \$1 billion unsecured revolving credit facility expiring in April 2018, and terminated its previous facility, which would have expired in April 2016. Other than an increased borrowing capacity, this new facility is substantially the same as the previous facility. Interest on the facility is based on the Company's credit ratings at the time of borrowing. At the Company's current ratings, the interest cost would be LIBOR plus a spread of 150 basis points. The new facility also contains the same financial covenant as the previous facility, requiring a minimum coverage ratio of adjusted pre-tax income to fixed obligations, as defined. As of June 30, 2013, the Company was in compliance with this covenant and there were no amounts outstanding under the revolving credit facility.

Contractual Obligations and Contingent Liabilities and Commitments

The Company has contractual obligations and commitments primarily with regard to future purchases of aircraft, repayment of debt, and lease arrangements. During the six months ended June 30, 2013, the Company purchased nine new 737-800 aircraft from Boeing, and retired from service six of its older 737-300 and 737-500 aircraft and removed one of its 717-200 aircraft from active service. In addition, the Company also leased two 737-700 aircraft from a third party which were not yet placed into service as of June 30, 2013. During second quarter 2013, the Company announced modifications to its aircraft orders with Boeing and an agreement to purchase ten pre-owned 737-700 aircraft from a third party for delivery in 2014 and 2015. During July 2013, the Company entered into an agreement to lease two pre-owned 737-700 aircraft from a third party for delivery in 2014. The modifications with Boeing included the relinquishment of a total of ten options for Boeing Next Generation ("NG") aircraft, the exercise of five separate options for 737-800 aircraft, the conversion of five 737-700 firm orders to 737-800 deliveries, and the deferral and conversion of existing NG aircraft firm orders and options to 737 MAX options and firm orders in future years. The Company and Boeing also announced Southwest would be the launch Customer for the Boeing 737 MAX 7 series aircraft, with deliveries expected to begin in 2019. As of July 24, 2013, the Company had scheduled deliveries for Boeing 737-700, 737-800, 737 MAX 7, and 737 MAX 8 aircraft as follows:

	The Boeing Company 737 NG				The Boeing Company 737 MAX			
	-700 Firm Orders	-800 Firm Orders	Options	Additional -700 A/C	-7 Firm Orders	-8 Firm Orders	Options	Total
2013	—	18	—	2	—	—	—	20 (3)
2014	—	36	—	7	—	—	—	43
2015	36	—	—	5	—	—	—	41
2016	31	—	12	—	—	—	—	43
2017	15	—	12	—	—	14	—	41
2018	10	—	12	—	—	13	—	35
2019	—	—	—	—	15	10	—	25
2020	—	—	—	—	14	22	—	36
2021	—	—	—	—	1	33	18	52
2022	—	—	—	—	—	30	19	49
2023	—	—	—	—	—	14	23	37
2024	—	—	—	—	—	14	23	37
2025	—	—	—	—	—	—	36	36
Through 2027	—	—	—	—	—	—	72	72
Total	92 (1)	54	36	14	30	150 (2)	191	567

(1) The Company has flexibility to substitute 737-800s in lieu of 737-700 firm orders.

(2) The Company has flexibility to substitute MAX 7 in lieu of MAX 8 firm orders beginning in 2019.

(3) Includes nine 737-800s and two leased 737-700s delivered through July 24, 2013.

The Company's financial commitments associated with the firm orders in the above aircraft table are as follows: \$390 million remaining in 2013, \$1.1 billion in 2014, \$1.3 billion in 2015, \$1.2 billion in 2016, \$1.2 billion in 2017, and \$7.0 billion thereafter.

For aircraft commitments with Boeing, the Company is required to make cash deposits towards the purchase of aircraft. These deposits are classified as Deposits on flight equipment purchase contracts in the unaudited Condensed Consolidated Balance Sheet until the aircraft is delivered, at which time deposits previously made are deducted from the final purchase price of the aircraft and are reclassified as Flight equipment.

The following table details information on the active aircraft in the Company's fleet that were in service as of June 30, 2013:

Type	Seats	Average Age (Yrs)	Number of Aircraft	Number Owned	Number Leased
717-200	117	12	87	8	79
737-300	137 or 143	20	123	75	48
737-500	122	22	19	10	9
737-700	137 or 143	9	424	379	45
737-800	175	1	43	38	5
TOTALS			696	510	186

The Company expects to incur no more than \$550 million in Acquisition and integration costs associated with the AirTran acquisition, of which approximately \$363 million has been recorded through June 30, 2013. These costs have been, and are expected to continue to be, funded with cash from operations. The Company believes that its current liquidity position, including unrestricted cash and short-term investments of \$3.4 billion as of June 30, 2013, anticipated future internally generated funds from operations, and its fully available, unsecured revolving credit facility of \$1 billion that expires in April 2018, will enable it to meet these future integration expenditures. However, if a liquidity need were to arise, the Company believes it has access to financing arrangements because of its current investment grade credit ratings, large value of unencumbered assets, and modest leverage, which should enable it to meet its ongoing capital, operating, and other liquidity requirements. The Company will continue to consider various borrowing or leasing options to maximize liquidity and supplement cash requirements as necessary.

In January 2008, the Company's Board of Directors authorized the repurchase of up to \$500 million of the Company's common stock. Through February 15, 2008, the Company had repurchased 4.4 million shares for a total of approximately \$54 million, at which time repurchases under the program were suspended. On August 5, 2011, the Company's Board of Directors authorized the Company to resume a share repurchase program and approved the Company's repurchase, on a discretionary basis, of a total of up to \$500 million of the Company's common stock following such authorization. On May 16, 2012, the Company's Board of Directors increased the previous share repurchase authorization by \$500 million. On May 15, 2013, the Company's Board of Directors further increased the previous share repurchase authorization by an additional \$500 million to a total of \$1.5 billion and, in a privately negotiated transaction, the Company entered into an agreement with a third party financial institution to repurchase \$250 million of its common shares under an accelerated share repurchase program ("ASR Program") utilizing cash on hand. On May 15, 2013, pursuant to the ASR Program agreement, the Company advanced the \$250 million to the financial institution and received approximately 17.9 million shares, which was recorded as a treasury share purchase for purposes of calculating earnings per share. The Company also made a \$500 thousand additional payment to the third party financial institution under the terms of the agreement governing the ASR Program. The ASR Program was completed on June 24, 2013, upon which a settlement of approximately 158 thousand shares were delivered to the Company. The final number of shares delivered upon settlement was determined based on a discount to the volume-weighted average price of the Company's common stock over the term of the ASR Program. Including purchases

made under the ASR Program, the Company's cumulative purchases under all Board-authorized repurchases since the August 2011 authorization have totaled approximately 100 million shares for approximately \$975 million of the \$1.5 billion in total authorized by the Board.

Cautionary Statement Regarding Forward-Looking Statements

This Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements are based on, and include statements about, the Company's estimates, expectations, beliefs, intentions, and strategies for the future, and the assumptions underlying these forward-looking statements. Specific forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts and include, without limitation, statements related to the following:

- the Company's strategic initiatives and related financial and operational goals and expectations;
- the integration of AirTran and the Company's related financial and operational goals and expectations, including, without limitation, anticipated integration timeframes and expected benefits and costs associated with the integration;
- the Company's network plans, opportunities, and expectations;
- the Company's fleet plans, including its fleet modernization and capacity plans and expectations;
- the Company's financial outlook and projected results of operations;
- the Company's plans and expectations with respect to managing risk associated with changing jet fuel prices;
- the Company's expectations with respect to liquidity and capital expenditures, including anticipated needs for, and sources of, funds;
- the Company's assessment of market risks; and
- the Company's plans and expectations related to legal proceedings.

While management believes these forward-looking statements are reasonable as and when made, forward-looking statements are not guarantees of future performance and involve risks and uncertainties that are difficult to predict. Therefore, actual results may differ materially from what is expressed in or indicated by the Company's forward-looking statements or from historical experience or the Company's present expectations. Factors that could cause these differences include, among others:

- demand for the Company's services and the impact of fuel prices and availability, economic conditions, and actions of competitors (including, without limitation, pricing, scheduling, and capacity decisions and consolidation and alliance activities) on the Company's business decisions, plans, and strategies;
- the Company's ability to effectively integrate AirTran and realize the expected synergies and other benefits from the acquisition;
- the Company's ability to timely and effectively implement, transition, and maintain the necessary information technology systems and infrastructure to support its operations and initiatives;
- the Company's ability to timely and effectively prioritize its strategic initiatives and related expenditures;
- changes in the price of aircraft fuel, the impact of hedge accounting, and any changes to the Company's fuel hedging strategies and positions;
- the Company's dependence on third parties with respect to certain of its initiatives, in particular its fleet plans;
- the impact of governmental action related to the Company's operations; and
- other factors as set forth in the Company's filings with the Securities and Exchange Commission, including the detailed factors discussed under the heading "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2012.

Caution should be taken not to place undue reliance on the Company's forward-looking statements, which represent the Company's views only as of the date this report is filed. The Company undertakes no obligation to update

publicly or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As discussed in Note 5 to the unaudited Condensed Consolidated Financial Statements, the Company endeavors to acquire jet fuel at the lowest possible cost and to reduce volatility in operating expenses through its fuel hedging program with the use of financial derivative instruments. At June 30, 2013, the estimated fair value of outstanding contracts, excluding the impact of cash collateral provided to or held by counterparties, was a liability of \$92 million.

The Company's credit exposure related to fuel derivative instruments is represented by the fair value of contracts that are an asset to the Company. At such times, these outstanding instruments expose the Company to credit loss in the event of nonperformance by the counterparties to the agreements. As of June 30, 2013, the Company had five counterparties with which the derivatives held were a net asset, totaling \$40 million, and five counterparties with which the derivatives held were a net liability, totaling a net \$132 million liability. To manage credit risk, the Company selects and periodically reviews counterparties based on credit ratings, limits its exposure with respect to each counterparty, and monitors the market position of the fuel hedging program and its relative market position with each counterparty. However, if one or more of these counterparties were in a liability position to the Company and were unable to meet their obligations, any open derivative contracts with the counterparty could be subject to early termination, which could result in substantial losses for the Company. At June 30, 2013, the Company had agreements with all of its active counterparties containing early termination rights and/or bilateral collateral provisions whereby security is required if market risk exposure exceeds a specified threshold amount based on the counterparty's credit rating. The Company also had agreements with counterparties in which cash deposits, letters of credit, and/or pledged aircraft are required to be posted whenever the net fair value of derivatives associated with those counterparties exceeds specific thresholds.

At June 30, 2013, \$65 million in cash deposits and no letters of credit or aircraft collateral were provided by the Company based on its outstanding fuel derivative instrument portfolio. Due to the terms of the Company's current fuel hedging agreements with counterparties and the types of derivatives held, in the Company's judgment, it does not have significant additional exposure to future cash collateral requirements. As an example, if market prices for the commodities used in the Company's fuel hedging activities were to decrease by 25 percent from market prices as of June 30, 2013, given the Company's current fuel derivative portfolio, its aircraft collateral facilities, and its investment grade credit rating, it would likely provide an additional \$666 million in cash collateral, post \$644 million in aircraft collateral, and post \$50 million in letters of credit against these positions with its current counterparties. However, the Company would expect to also benefit from lower market prices paid for fuel used in its operations. See Note 5 to the unaudited Condensed Consolidated Financial Statements.

The Company is also subject to the risk that the fuel derivatives it uses to hedge against fuel price volatility do not provide adequate protection. A portion of the fuel derivatives in the Company's hedge portfolio are based on the market price of West Texas intermediate crude oil ("WTI"). In some periods, the spread between WTI and jet fuel has widened beyond historic norms, which has led to more ineffectiveness when measuring the Company's hedges. During those time periods, jet fuel prices have more closely correlated with changes in the price of Brent crude oil ("Brent"). The Company has attempted to mitigate some of this risk by entering into more fuel hedges based on Brent crude. Although the Company has some fuel derivatives based on the price of Brent, to the extent the spread between jet fuel and WTI continues to fluctuate, a portion of these changes in fair value of the Company's hedges could continue to experience ineffectiveness and not provide complete protection against jet fuel price volatility. In addition, to add further protection, the Company may periodically enter into jet fuel derivatives for short-term timeframes. Jet fuel is not widely traded on an organized futures exchange and, therefore, there are limited opportunities to hedge directly in jet fuel for time horizons longer than approximately six to twelve months into the future.

See Item 7A "Quantitative and Qualitative Disclosures About Market Risk" in the Company's Annual Report on Form 10-K for the year ended December 31, 2012, for further information about market risk, and Note 5 to the unaudited

Condensed Consolidated Financial Statements in this Form 10-Q for further information about the Company's fuel derivative instruments.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")) designed to provide reasonable assurance that the information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. These include controls and procedures designed to ensure that this information is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Management, with the participation of the Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the Company's disclosure controls and procedures as of June 30, 2013. Based on this evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures were effective as of June 30, 2013, at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes in the Company's internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the fiscal quarter ended June 30, 2013, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

A complaint alleging violations of federal antitrust laws and seeking certification as a class action was filed against Delta Air Lines, Inc. ("Delta") and AirTran in the United States District Court for the Northern District of Georgia in Atlanta on May 22, 2009. The complaint alleged, among other things, that AirTran attempted to monopolize air travel in violation of Section 2 of the Sherman Act, and conspired with Delta in imposing \$15-per-bag fees for the first item of checked luggage in violation of Section 1 of the Sherman Act. The initial complaint sought treble damages on behalf of a putative class of persons or entities in the United States who directly paid Delta and/or AirTran such fees on domestic flights beginning December 5, 2008. After the filing of the May 2009 complaint, various other nearly identical complaints also seeking certification as class actions were filed in federal district courts in Atlanta, Georgia; Orlando, Florida; and Las Vegas, Nevada. All of the cases were consolidated before a single federal district court judge in Atlanta. A Consolidated Amended Complaint was filed in the consolidated action on February 1, 2010, which broadened the allegations to add claims that Delta and AirTran conspired to reduce capacity on competitive routes and to raise prices in violation of Section 1 of the Sherman Act. In addition to treble damages for the amount of first baggage fees paid to AirTran and to Delta, the Consolidated Amended Complaint seeks injunctive relief against a broad range of alleged anticompetitive activities, as well as attorneys' fees. On August 2, 2010, the Court dismissed plaintiffs' claims that AirTran and Delta had violated Section 2 of the Sherman Act; the Court let stand the claims of a conspiracy with respect to the imposition of a first bag fee and the airlines' capacity and pricing decisions. On June 30, 2010, the plaintiffs filed a motion to certify a class, which AirTran and Delta have opposed. The Court has not yet ruled on the class certification motion. The original period for fact and expert discovery was scheduled to end on February 25, 2011, but on February 3, 2012, the Court granted plaintiffs' motion for supplemental discovery because Delta discovered that it had not produced certain electronic documents. The period for supplemental discovery against AirTran ended on May 3, 2012, but discovery disputes between plaintiffs and Delta have continued. On June 18, 2012, the parties filed a Stipulation and Order that plaintiffs have abandoned their claim that AirTran and Delta conspired to reduce capacity. On August 31, 2012, AirTran and Delta moved for summary judgment on all of plaintiffs' remaining claims, and the plaintiffs filed a supplemental brief on class certification. From September to November 2012, the plaintiffs filed a series of motions to compel Delta to produce additional documents and for sanctions based on alleged failures to produce electronic data. On November 19, 2012, the Court ordered plaintiffs to appoint an expert to examine Delta's production of electronic data and suspended the briefing schedule for the summary judgment motion until the expert has completed his work. The expert submitted a preliminary report, disputes have arisen concerning the expert's work, and the Court is deciding how to proceed. After disputes concerning the expert's work and Delta's discovery have been resolved, the parties will resume briefing defendants' motions for summary judgment and supplemental briefing on plaintiffs' motion for class certification. AirTran denies all allegations of wrongdoing, including those in the Consolidated Amended Complaint, and intends to defend vigorously any and all such allegations.

The Company is from time to time subject to various legal proceedings and claims arising in the ordinary course of business, including, but not limited to, examinations by the Internal Revenue Service.

The Company's management does not expect that the outcome in any of its currently ongoing legal proceedings or the outcome of any proposed adjustments presented to date by the Internal Revenue Service, individually or collectively, will have a material adverse effect on the Company's financial condition, results of operations, or cash flow.

Item 1A. Risk Factors

There have been no material changes to the factors disclosed in Item 1A. Risk Factors in the Company's Annual Report on Form 10-K for the year ended December 31, 2012.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities (1)

	(a)	(b)	(c)	(d)
Period	Total number of shares purchased	Average price paid per share (2)	Total number of shares purchased as part of publicly announced plans or programs	Maximum dollar value of shares that may yet be purchased under the plans or programs
April 1, 2013 through				
April 30, 2013	—	\$ —	—	\$ 275,015,838
May 1, 2013 through				
May 31, 2013	17,882,690	\$ 13.98	17,882,690	\$ 524,515,838
June 1, 2013 through				
June 30, 2013	157,907 (3)	\$ —	157,907	\$ 524,515,838
Total	<u>18,040,597</u>		<u>18,040,597</u>	

- (1) In January 2008, the Company's Board of Directors authorized the repurchase of up to \$500 million of the Company's common stock. Through February 15, 2008, the Company had repurchased 4.4 million shares for a total of approximately \$54 million, at which time repurchases under the program were suspended. On August 5, 2011, the Company's Board of Directors authorized the Company to resume a share repurchase program and approved the Company's repurchase, on a discretionary basis, of a total of up to \$500 million of the Company's common stock following such authorization. On May 16, 2012, the Company's Board of Directors increased the previous share repurchase authorization by an additional \$500 million. On May 15, 2013, the Company's Board of Directors further increased the previous share repurchase authorization by an additional \$500 million to a total of \$1.5 billion and, in a privately negotiated transaction, the Company entered into the ASR Program with a third party financial institution to buy \$250 million of its common shares utilizing cash on hand. Repurchases are made in accordance with applicable securities laws in open market, private, or accelerated repurchase transactions from time to time, depending on market conditions, and may be discontinued at any time.
- (2) During May 2013, under the ASR Program, the Company paid \$250 million and received an initial delivery of 17,882,690 shares. The Company also made a \$500 thousand additional payment to the third party financial institution under the terms of the agreement governing the ASR Program. Upon completion of the ASR Program in June 2013, the Company received 157,907 additional shares of its common stock. The calculation of average price paid per share does not include amounts attributable to the shares delivered upon completion of the ASR Program or to the \$500 thousand additional payment made by the Company. In total, the average purchase price per share for the 18,040,597 shares repurchased under the ASR Program, upon completion of the ASR Program in June 2013, was \$13.89.
- (3) Shares delivered by counterparty upon settlement of the ASR Program.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not applicable

Item 5. Other Information

None

Item 6. Exhibits

3.1	Restated Certificate of Formation of the Company, effective May 18, 2012 (incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 (File No. 1-7259)).
3.2	Amended and Restated Bylaws of the Company, effective November 19, 2009 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K dated November 19, 2009 (File No. 1-7259)).
10.1	Supplemental Agreement No. 82 to Purchase Agreement No. 1810, dated January 19, 1994, between The Boeing Company and the Company. (1)
10.2	Supplemental Agreement No. 83 to Purchase Agreement No. 1810, dated January 19, 1994, between The Boeing Company and the Company. (1)
10.3	Supplemental Agreement No. 1 to Purchase Agreement No. 3729, dated December 13, 2011, between The Boeing Company and the Company. (1)
10.4	Supplemental Agreement No. 2 to Purchase Agreement No. 3729, dated December 13, 2011, between The Boeing Company and the Company. (1)
31.1	Rule 13a-14(a) Certification of Chief Executive Officer.
31.2	Rule 13a-14(a) Certification of Chief Financial Officer.
32.1	Section 1350 Certifications of Chief Executive Officer and Chief Financial Officer. (2)
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

(1) Pursuant to 17 CFR 240.24b-2, confidential information has been omitted and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application filed with the Commission.

(2) Furnished, not filed.

SIGNATURES

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

SOUTHWEST AIRLINES CO.

July 31, 2013

By /s/ Tammy Romo

Tammy Romo
Chief Financial Officer
(On behalf of the Registrant and in
her capacity as Principal Financial
and Accounting Officer)

EXHIBIT INDEX

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(1) Pursuant to 17 CFR 240.24b-2, confidential information has been omitted and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application filed with the Commission.

(2) Furnished, not filed.

Supplemental Agreement No. 82

to

Purchase Agreement No. 1810

between

THE BOEING COMPANY

and

SOUTHWEST AIRLINES CO.

Relating to Boeing Model 737-7H4 and 737-8H4 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of May 13, 2013, by and between THE BOEING COMPANY, a Delaware corporation with principal offices in Seattle, Washington, (**Boeing**) and SOUTHWEST AIRLINES CO., a Texas corporation with principal offices in Dallas, Texas (**Buyer**);

Buyer and Boeing entered into Purchase Agreement No. 1810 dated January 19, 1994, as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing Model 737-7H4 aircraft (**737-7H4 Aircraft**) and 737-8H4 aircraft (**737-8H4 Aircraft**); and this Supplemental Agreement is an amendment to and is incorporated into the Purchase Agreement:

WHEREAS, Buyer elects to exercise its option to purchase two (2) June 2014 and three (3) July 2014 Option Aircraft in accordance with Letter Agreement SWA-PA-1810-LA-1105884, "Option Aircraft," to the Purchase Agreement and concurrently exercise its right to substitute to a Boeing Model 737-800 aircraft in accordance with Letter Agreement SWA-PA-1810-LA-1105883, "Aircraft Model Substitution," to the Purchase Agreement (**New Firm Aircraft**); and

WHEREAS, Boeing and Buyer agree to incorporate a package of configuration changes previously accepted by Buyer for certain 737-8H4 Aircraft.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Purchase Agreement as follows:

1. The Table of Contents of the Purchase Agreement is deleted in its entirety and a new Table of Contents is attached hereto and incorporated into the Purchase Agreement by this reference. To aid in the administration of the Purchase Agreement, certain Exhibits and Letter Agreements to the Purchase Agreement that Boeing and Buyer agree are inactive have been moved to the applicable section of the new Table of Contents.

*****Pursuant to 17 CFR 240.24b-2, confidential information has been omitted and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application filed with the Commission.**

P.A. No. 1810

SA-82-1

2. Article 1, "Subject Matter of Sale," of the Purchase Agreement is deleted in its entirety and a new Article 1 is attached hereto and incorporated into the Purchase Agreement by this reference. Such new Article 1 reflects the incorporation of a new Table 1c for Block 800LUV Aircraft with non-ETOPS configuration.
3. Article 3, "Price of Aircraft," of the Purchase Agreement is deleted in its entirety and a new Article 3 is attached hereto and incorporated into the Purchase Agreement by this reference. Such new Article 3 reflects the incorporation a new Table 1c for Block 800LUV Aircraft with non-ETOPS configuration and designates a new sub-block identified by "OPEX" in order to differentiate certain business terms.
4. Table 1b, "Aircraft Delivery, Description, Price and Advance Payments – Block 800LUV Aircraft," to the Purchase Agreement is deleted in its entirety and a new Table 1b is attached hereto and incorporated into the Purchase Agreement by this reference.
5. Table 1c, "Aircraft Information Table – Block 800LUV Aircraft (non-ETOPS Configuration)," to the Purchase Agreement is hereby added and, by this reference, is incorporated in the Purchase Agreement. Such Table 1c includes the New Firm Aircraft and reflects ***.
6. Exhibit A-7, "Aircraft Configuration – Block 800LUV Aircraft (non-ETOPS Configuration)," is hereby added and, by this reference, is incorporated into the Purchase Agreement.
7. Attachment A to Letter Agreement No. SWA-PA-1810-LA-1001315R1, *** to the Purchase Agreement is deleted in its entirety and a new Attachment A (identified by "SA-82") is attached hereto and incorporated into the Purchase Agreement by this reference.
8. Letter Agreement SWA-PA-1810-LA-1003490R1, *** to the Purchase Agreement is deleted in its entirety and replaced with a revised Letter Agreement SWA-PA-1810-LA-1003490R2, attached hereto and incorporated in the Purchase Agreement by this reference.
9. Attachment B to Letter Agreement No. SWA-PA-1810-LA-1105884, "Option Aircraft" is deleted in its entirety and a new Attachment B (identified by "SA-82") is attached hereto and incorporated into the Purchase Agreement by this reference.
10. Letter Agreement SWA-PA-1810-LA-1105886, *** to the Purchase Agreement is deleted in its entirety and replaced with a revised Letter Agreement SWA-PA-1810-LA-1105886R1, attached hereto and incorporated in the Purchase Agreement by this reference.
11. Letter Agreement SWA-PA-1810-LA-1105888R1, *** to the Purchase Agreement is deleted in its entirety and replaced with a revised Letter Agreement SWA-PA-1810-LA-1105888R2, attached hereto and incorporated in the Purchase Agreement by this reference.

12. ***

13. Buyer and Boeing must execute this Supplemental Agreement on or before **May 15, 2013**.

The Purchase Agreement will be deemed to be supplemented to the extent herein provided and as so supplemented will continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

By: /s/ Jeff Solomon

Its: Attorney-In-Fact

SOUTHWEST AIRLINES CO.

By: /s/ Michael Van de Ven

Its: Executive Vice President

P.A. No. 1810

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EXHIBITS

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A-6	Aircraft Configuration – Block 800LUV Aircraft	SA-75
A-7	Aircraft Configuration – Block 800LUV Aircraft (non-ETOPS Configuration)	SA-82
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E	Buyer Furnished Equipment Provisions Document Attachment A – 737-7H4 Aircraft (through 2012) Attachment B – 737-8H4 Aircraft (2012-2018)	SA-75 SA-77
F	Defined Terms Document	

LETTER AGREEMENTS

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6-1162-RLL-934R5	Disclosure of Confidential Information	SA-75
6-1162-RLL-941R3	Other Matters	SA-75
6-1162-KJJ-055R1	Structural Matters	SA-25
6-1162-KJJ-056	Noise and Emission Matters	SA-13
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SWA-PA-1810-LA-1003490 R2	***	SA-82
SWA-PA-1810-LA-1003367R1	***	SA-75
SWA-PA-1810-LA-1105883	Aircraft Model Substitution	SA-75
SWA-PA-1810-LA-1105884 R1	Option Aircraft Attachment B —Option Aircraft Information Table	SA-75 SA-82
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SWA-PA-1810-LA-1105888 R2	***	SA-82
SWA-PA-1810-LA-1105889	***	SA-75

ADDITIONAL LETTERS (FOR REFERENCE) – <i>INACTIVE (as of SA-82)</i>	
6-1162-MSA-288	Business Offer – Enhanced Ground Proximity Warning System (EGPWS) – Activation – Peaks and Obstacles Feature <i>(Not applicable to Block 700LUV & Block 800LUV Aircraft)</i>
6-1162-JMG-501R2	Business Offer – ACARS package <i>(Not applicable to Block 700LUV & Block 800LUV Aircraft)</i>

INACTIVE / DELETED TABLES, EXHIBITS, AND LETTER AGREEMENTS

TABLE

Table	Title	Last Updated under SA	Current Status
1	Aircraft Information Table	SA-75	Inactive
2	Option Aircraft Information Table	SA-74	Deleted under SA-75

EXHIBITS

Exhibits	Title	Last Updated under SA	Current Status
A	Aircraft Configuration – 737-700	SA-36	Inactive
A-Winglet	Aircraft Configuration	SA-36	Inactive
A-1-Winglet	Aircraft Configuration	SA-36	Inactive
A-1A	Aircraft Configuration - 737-700 Block T-W-2c	SA-36	Inactive
A-2	Aircraft Configuration - 737-700 Block T-W-2 / T-W-2a	SA-47	Inactive
A-3	Aircraft Configuration - 737-700 Block T-W-2 / T-W-2a	SA-61	Inactive
A-4	Aircraft Configuration - 737-700 Block T-W-2b Aircraft	SA-66	Inactive

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Exhibits	Title	Last Updated under SA	Current Status
C.2	737-800 Customer Support Variables	SA-71	Deleted under SA-75
D	Price Adjustment Due to Economic Fluctuations – Aircraft Price Adjustment (July 1992 Base Price)		Inactive
D-1	Price Adjustment Due to Economic Fluctuations – Aircraft Price Adjustment (July 1999 Base Price)	SA-13	Inactive
E.2	737-800 Buyer Furnished Equipment Provisions Document	SA-73	Deleted under SA-75

RESTRICTED LETTER AGREEMENTS

Letter Agreement	Title	Last Updated under SA	Current Status
6-1162-RLL-933R21	Option Aircraft	SA-60	Deleted under SA-75
6-1162-RLL-935R1	Performance Guarantees	SA-1	Inactive
6-1162-RLL-936R4	Certain Contractual Matters	SA-4	Inactive
6-1162-RLL-937	Alternate Advance Payment Schedule		Inactive
6-1162-RLL-938	***		Inactive
6-1162-RLL-939R1	Certification Flight Test Aircraft	SA-1	Inactive
6-1162-RLL-940R1	Training Matters	SA-1	Inactive
6-1162-RLL-942	Open Configuration Matters		Inactive
6-1162-RLL-943R1	Substitution Rights	SA-6	Deleted under SA 75
6-1162-RLL-944	***		Inactive
6-1162-RLL-945	Comparison of 737-7H4 and 737-3H4 Block Fuel Burn		Inactive
6-1162-RLL-1855R3	Additional Contractual Matters	SA-4	Inactive
6-1162-RLL-1856	***	SA-1	Inactive
6-1162-RLL-1857	Service Ready Validation Program Field Test	SA-1	Inactive
6-1162-RLL-1858R1	Escalation Matters	SA-4	Inactive
6-1162-RLL-2036	Amortization of Costs for Customer Unique Changes	SA-1	Inactive
6-1162-RLL-2037	Reconciliation of the Aircraft	SA-1	Inactive

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Letter Agreement	Title	Last Updated under SA	Current Status
	Basic Price		
6-1162-RLL-2073	Maintenance Training Matters	SA-1	Inactive
6-1162-KJJ-058R1	Additional Substitution Rights	SA-71	Deleted under SA-75
6-1162-KJJ-150	Flight Control Computer & Mode Control Panel Spares Matter	SA-14	Inactive
6-1162-MSA-185R3	Delivery Change Contractual Matters	SA-21	Inactive
6-1162-JMG-747R1	***	SA-36	Inactive
6-1162-CHL-217	Rescheduled Flight Test Aircraft	SA-32	Inactive
6-1162-NIW-606R1	***	SA-36	Inactive
6-1162-NIW-640	Early Delivery of Two April 2004 Aircraft	SA-35	Inactive
6-1162-NIW-889	Warranty - Exterior Color Schemes and Markings for YA143 and on	SA-39	Inactive
6-1162-NIW-1142	***	SA-43	Inactive
6-1162-NIW-1369	***	SA-46	Inactive
6-1162-NIW-1983	***	SA-62	Inactive
SWA-PA-1810-LA-1000419	***	SA-64	Inactive
6-1162-NIW-890R1	***	SA-75 SA-39	Inactive
6-1162-KJJ-054R2	Business Matters	SA-75	Inactive
6-1162-JMG-669R9	***	SA-75 SA-75 SA-54	Inactive
SWA-PA-1810-LA-02710R1	***	SA-72	Inactive

ARTICLE 1. Subject Matter of Sale.

1.1 The Aircraft.

1.1.1 The Aircraft – Model 737-700 (Block A through L, Block T, and Block 700LUV). Subject to the terms and conditions of this Agreement, Boeing will manufacture and deliver to Buyer and Buyer will purchase and accept delivery from Boeing of the Boeing Model 737-7H4 aircraft listed in Table 1 and Table 1a, “Aircraft Information Table,” of this Agreement which are identified therein as the Block A through L Aircraft, Block T Aircraft (including Block T-W, T-W-1/T-W-1a, T-W-2/T-W-2a, T-W-2b, and T-W-2c), and Block 700LUV Aircraft, collectively referred to as the “737-7H4 Aircraft,” and manufactured in accordance with the configuration described in Exhibit A, Exhibit A-Winglet, Exhibit A-1-Winglet, Exhibit A-1A, Exhibit A-2, Exhibit A-3, Exhibit A-4, or Exhibit A-5 as applicable, as modified from time to time in accordance with this Agreement (**737-7H4 Detail Specification**).

1.1.2 The Aircraft – Model 737-800 (Block 800LUV). Subject to the terms and conditions of this Agreement, Boeing will manufacture and deliver to Buyer and Buyer will purchase and accept delivery from Boeing of the Boeing Model 737-8H4 aircraft listed in Table 1b and Table 1c, “Aircraft Information Table,” to this Agreement which are identified therein as the Block 800LUV Aircraft, referred to as the “737-8H4 Aircraft,” and manufactured in accordance with the configuration described in Exhibit A-6 and Exhibit A-7, as applicable and as modified from time to time in accordance with this Agreement (**737-8H4 Detail Specification**).

1.1.3 The 737-7H4 Aircraft and 737-8H4 Aircraft described in this Article 1 shall be collectively referred to as the Aircraft (the **Aircraft**); and

1.1.4 The 737-7H4 Detail Specification and 737-8H4 Detail Specification described in this Article 1 shall be collectively referred to as the Detail Specification (**Detail Specification**).

1.2 Additional Goods and Services. In connection with the sale of the Aircraft, Boeing will also provide to Buyer certain other things under this Agreement, including data, documents, training and services, all as described in this Agreement.

1.3 Performance Guarantees. Any performance guarantees applicable to the Aircraft will be expressly included in this Agreement. Where performance guarantees are included in this Agreement other than within the Detail

Specification, such guarantees will be treated as being incorporated in the Detail Specification by this reference.

1.4 Defined Terms. For ease of use, certain terms are treated as defined terms in this Agreement. Such terms are identified with a capital letter and set forth and/or defined in Exhibit F.

P.A. No. 1810

1-2

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SA-82

ARTICLE 3. Price of Aircraft.

3.1 Definitions.

3.1.1 Special Features are the features incorporated in Exhibit A, Exhibit A-Winglet, Exhibit A-1-Winglet, Exhibit A-1A, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, or Exhibit A-7 collectively referred to as "Exhibit A," as applicable, which have been selected by Buyer.

3.1.2 Base Aircraft Price is the Aircraft Basic Price excluding the price of Special Features.

3.1.3 Aircraft Basic Price is comprised of the Base Aircraft Price and the price of the Special Features.

3.1.4 Economic Price Adjustment is the adjustment to the Aircraft Basic Price (Base Aircraft and Special Features) as calculated pursuant to Exhibit D, Exhibit D-1, or Exhibit D-2 as applicable.

3.1.5 Aircraft Price is the total amount Buyer is to pay for the Aircraft at the time of delivery.

3.2 Aircraft Basic Price.

3.2.1 The Aircraft Basic Price for Block A through L Aircraft, is expressed in July 1992 dollars.

3.2.2 The Aircraft Basic Price for Block T Aircraft, Block T-W Aircraft, Block T-W-1 Aircraft, Block T-W-1a Aircraft, Block T-W-2 Aircraft, Block T-W-2a Aircraft, Block T-W-2b, and Block T-W-2c is expressed in July 1999 dollars as set forth in Table 1 of the Agreement.

3.2.3 The Aircraft Basic Price for Block 700LUV Aircraft and Block 800LUV Aircraft is expressed in July 2011 dollars as set forth in Table 1a and Tables 1b and 1c, respectively, of the Agreement.

3.3 Aircraft Price. The Aircraft Price will be established at the time of delivery of such Aircraft to Buyer and will be the sum of:

3.3.1 the Aircraft Basic Price, which is *** for the Block A, B, C, D and E Aircraft, *** for the Block F and G Aircraft, *** for the Block H Aircraft, *** for the Block I Aircraft,

*** for the Block J Aircraft, *** for the Block K Aircraft and *** for the Block L Aircraft, *** for the Block T Aircraft, ***-for the Block T-W Aircraft, *** for the Block T-W-1 Aircraft, the Block T-W-1a Aircraft, the Block T-W-2 Aircraft, the Block T-W-2a, *** for the Block T-W-2b Aircraft, *** for the Block T-W-2c Aircraft, *** for the Block 700LUV Aircraft, and *** for the Block 800LUV Aircraft; plus

3.3.2 the Economic Price Adjustments for the Aircraft Basic Price, as calculated pursuant to the formulas set forth in Exhibit D (Price Adjustments Due to Economic Fluctuations - Aircraft) for Block A through L Aircraft; in Exhibit D-1 (Price Adjustments Due to Economic Fluctuations - Aircraft) for Block T Aircraft, Block T-W Aircraft, Block T-W-1 Aircraft, Block T-W-1a Aircraft, Block T-W-2 Aircraft, Block T-W-2a Aircraft, Block T-W-2b Aircraft, and Block T-W-2c Aircraft; and in Exhibit D-2 (Price Adjustment Due to Economic Fluctuations – Aircraft Price Adjustment) for Block 700LUV Aircraft and Block 800LUV Aircraft ; plus

3.3.3 other price adjustments made pursuant to this Agreement or other written agreements executed by Boeing and Buyer.

3.4 Advance Payment Base Price.

3.4.1 Advance Payment Base Price. For advance payment purposes, the following estimated delivery prices of the Aircraft (Advance Payment Base Price) have been established, using currently available forecasts of the escalation factors used by Boeing as of the date of signing this Agreement, or as of the date amended. The Advance Payment Base Price of each Aircraft is set forth in Table 1, Table 1a, Table 1b and Table 1c.

3.4.2 Adjustment of Advance Payment Base Prices - Long-Lead Aircraft (Aircraft with delivery prior to 2012). For Aircraft scheduled for delivery 36 months or more after the date of this Agreement, the Advance Payment Base Prices

appearing in Table 1 will be used to determine the amount of the first advance payment to be made by Buyer on the Aircraft. No later than 25 months before the scheduled month of delivery of each affected Aircraft, Boeing will increase or decrease the Advance Payment Base Price of such Aircraft as required to reflect the effects of (i) any adjustments in the Aircraft Basic Price pursuant to this Agreement and (ii) the then-current forecasted escalation factors used by Boeing. Boeing will provide the adjusted Advance Payment Base Prices for each affected Aircraft to Buyer, and the advance payment schedule will be considered amended to substitute such adjusted Advance Payment Base Price

Table 1b to
Purchase Agreement No. PA-01810
Aircraft Delivery, Description, Price and Advance Payments
Block 800LUV Aircraft

Airframe Model/MTOW:	737-800	174200 pounds		Detail Specification:	D019A001SWA38P-1 Rev New		
Engine Model/Thrust: CFM56-7B26		26400 pounds		Base Aircraft Price Base Year/Escalation Formula:	Jul-11		ECI-MFG/CPI
Base Aircraft Price:		***		Engine Price Base Year/Escalation Formula:	N/A		N/A
Special Features (Exhibit A-6):	***		Notes 1 & 2				
Sub-Total of Aircraft Base Price and Features:		***		<u>Aircraft Price Escalation Data:</u>			
Engine Price (Per Aircraft):		***		Base Year Index (ECI):		***	
Aircraft Basic Price (Excluding BFE/SPE):		***		Base Year Index (CPI):		***	
Buyer Furnished Equipment (BFE) Estimate:		***					
Seller Purchased Equipment (SPE) Estimate:		***					

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Aircraft Serial Number		Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Mar-2012	1	***	36980	Note 1 & 3	***	***	***	***	***
Mar-2012	1	***	36680	Note 2 & 3	***	***	***	***	***
Apr-2012	3	***	36681, 36983, 36683	Note 3	***	***	***	***	***
May-2012	3	***	36682, 36985, 36987	Note 3	***	***	***	***	***
Jun-2012	4	***	38807, 38808, 38809, 38810	Note 3	***	***	***	***	***
Jul-2012	3	***	36684, 36990, 38811	Note 3	***	***	***	***	***
Aug-2012	2	***	36685, 36992	Note 3	***	***	***	***	***
Sep-2012	2	***	36686, 36994	Note 3	***	***	***	***	***
Sep-2012	1	***	36687	Note 5	***	***	***	***	***
Oct-2012	1	***	36997	Note 3	***	***	***	***	***
Nov-2012	4	***	37005, 37003, 35969, 35966	Note 3	***	***	***	***	***
Dec-2012	3	***	37006, 37009, 38818,	Note 3	***	***	***	***	***
Dec-2012	1	***	36891	Note 7	***	***	***	***	***
Jan-2013	3	***	35964, 36638, 36634	Note 7	***	***	***	***	***
Feb-2013	2	***	36635, 36893	Note 7	***	***	***	***	***
Mar-2013	2	***	36892, 36973	Note 7	***	***	***	***	***
Mar-2013	1	***	36998	Note 6 & 7	***	***	***	***	***
Apr-2013	1	***	36908	Note 7	***	***	***	***	***
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1) ***

Table 1b to
Purchase Agreement No. PA-01810
Aircraft Delivery, Description, Price and Advance Payments
Block 800LUV Aircraft

Notes:

2) ***

3) ***

4) *[deleted]*

5) The Advance Payment Base Price for MSN 36687 reflects an original delivery date of October-2012. At time of delivery, the Economic Price Adjustment will be calculated based on the rescheduled delivery date of September 2012 in accordance with Exhibit D-2.

6) The Advance Payment Base Price for MSN 36998 reflects an original delivery date of April-2013. At time of delivery, the Economic Price Adjustment will be calculated based on the rescheduled delivery date of March-2013 in accordance with Exhibit D-2.

7) ***

Table 1c to
Purchase Agreement No. PA-01810
Aircraft Delivery, Description, Price and Advance Payments
Block 800LUV Aircraft (non-ETOPS Configuration)

Airframe Model/MTOW:	737-800	174200 pounds		Detail Specification:	D019A001SWA38P-1 Rev C (3/29/2013)
Engine Model/Thrust:	CFM56-7B27	27300 pounds	<i>Note 1</i>	Base Aircraft Price Base Year/Escalation Formula:	Jul-11 ECI-MFG/CPI
Base Aircraft Price:			***	Engine Price Base Year/Escalation Formula:	N/A N/A
Special Features:		***			
Add'l Features/Changes		***			
Total Special Features (Exhibit A-7)			***		
Sub-Total of Airframe and Features:			***	<u>Aircraft Price Escalation Data:</u>	
Engine Price (Per Aircraft):			***	Base Year Index (ECI):	***
Aircraft Basic Price (Excluding BFE/SPE):			***	Base Year Index (CPI):	***
Buyer Furnished Equipment (BFE) Estimate:			***		
Seller Purchased Equipment (SPE) Estimate:			***		
 Deposit per Aircraft:			***		

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Aircraft Serial Number	Escalation Forecast	Sub-Block Note 2	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Sep-2013	1	***	36,933	***		***	***	***	***	***
Oct-2013	2	***	36912, 36914	***		***	***	***	***	***
Nov-2013	3	***	36915, 33939, 42526	***		***	***	***	***	***
Dec-2013	3	***	36917, 36919, 36731	***		***	***	***	***	***
Mar-2014	1	***	37,004	***		***	***	***	***	***
Apr-2014	4	***	42384, 36894, 36895, 36896	***		***	***	***	***	***
May-2014	3	***	36897, 42385, 42521	***		***	***	***	***	***
Jun-2014	3	***	36898, 36905, 42522	***		***	***	***	***	***
Jun-2014	2	***	tbd, tbd	***	OPEX	***	***	***	***	***
Jul-2014	2	***	42523, 36911	***		***	***	***	***	***
Jul-2014	3	***	tbd, tbd, tbd	***	OPEX	***	***	***	***	***

Table 1c to
Purchase Agreement No. PA-01810
Aircraft Delivery, Description, Price and Advance Payments
Block 800LUV Aircraft (non-ETOPS Configuration)

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Aircraft Serial Number	Escalation Forecast	Sub-Block Note 2	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Aug-2014	4	***	36907, 42524, 35973, 42525	***		***	***	***	***	***
Sep-2014	4	***	36935, 42528, 42527, 42531	***		***	***	***	***	***
Oct-2014	3	***	36909, 36732, 36920	***		***	***	***	***	***
Dec-2014	2	***	42529, 42530	***		***	***	***	***	***

Total: 40

Notes:

- 1) ***
2) The sub-block identifier is used to denote applicability of certain business terms as referenced in Letter Agreement SWA-PA-1810-LA-1105888R2 to the Purchase Agreement.

737-8H4

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

SOUTHWEST AIRLINES CO.

Exhibit A-7 to Purchase Agreement Number 1810

Block 800LUV Aircraft
(non-ETOPS Configuration)

P.A. No. 1810

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SA-82

AIRCRAFT CONFIGURATION

Dated May 13, 2013

relating to

BOEING MODEL 737-8H4 AIRCRAFT

The Detail Specification is Boeing document number D019A001SWA38P-1 Rev C, to dated March 29, 2013. The Detail Specification provides further description of Buyer's configuration set forth in this Exhibit A-7. Such Detail Specification will be comprised of Boeing Configuration Specification D019A001, Rev N dated as of January 29, 2010 as amended to incorporate the Special Features listed in this Exhibit A-7, including the effects on Manufacturer's Empty Weight (MEW) and Operating Empty Weight (OEW). As soon as practicable, Boeing will furnish to Buyer copies of the Detail Specification, which copies will reflect such Special Features. The Aircraft Basic Price reflects and includes all effects of such Special Features, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

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BOEING PROPRIETARY

CR	Title	2011 \$ Price Per A/C
0110-000029	MINOR MODEL 737-800 PASSENGER AIRPLANE	***
0110-000030	MAJOR MODEL 737 AIRPLANE	***
0170A244C58	SERVICING FEATURES - BASIC	***
0170A425A76	AVIONICS - DUAL FMC WITH MULTI-CONTROL DISPLAY UNIT	***
0170A541A17	AIRFRAME - 737-800	***
0170B401A26	COMMUNICATIONS - BASIC COMMUNICATIONS CONFIGURATION WITH HF DATALINK PROVISIONS AND INTEGRATED SELCAL CALL	***
0170B401A73	CLIMATE - NORMAL WEATHER OPERATIONS	***
0170B513A51	PC - PUSH TO TALK (PTT) SWITCH ON GLARESHIELD - REMOVE	***
0170B750B43	737 BOEING SKY INTERIOR	***
0170C430J04	PC - COMMUNICATIONS - DUAL COMMUNICATIONS CONTROL PANEL WIRING IN LIEU OF TRIPLE COMMUNICATIONS CONTROL PANEL WIRING	***
0170C801A81	GALLEY AFT COMPLEX - G4B GALLEY - DOMED AFT BULKHEAD	***
0170C801C76	LAVATORY AFT COMPLEX - TWO LAVATORIES WITH TWO DOUBLE ATTENDANT SEATS - 737 BOEING SKY INTERIOR	***
0170D360B56	PC - LAVATORY AFT COMPLEX - TWO LAVATORIES WITH TWO DOUBLE ATTENDANT SEATS, NO CURTAIN - BOEING SKY INTERIOR	***
0221A599A81	WET GROOVED RUNWAY OPERATIONS WITH ANTISKID SYSTEM INOPERATIVE	***
0221A609B52	DISPATCH WITH GEAR EXTENDED FOR REVENUE FLIGHT	***
0221C588A08	LANDING PERFORMANCE IMPROVEMENT- SKID RESISTANT RUNWAYS (FOR FAA CERTIFIED CUSTOMERS)	***
0222C472A09	SHORT FIELD PERFORMANCE ENHANCEMENT	***
0224-000036	EXTENDED RANGE TWIN ENGINE OPERATIONS (ETOPS)	***
0228-000001	FLIGHT MANUALS IN FAA FORMAT	***
0228-000032	FLIGHT CREW OPERATIONS MANUAL IN FAA FORMAT	***
0252B299A34	INSTRUMENTATION, AIRPLANE AND FUEL MEASURING STICK MANUALS IN ENGLISH UNITS - TEMPERATURE IN DEGREES FAHRENHEIT	***
0254-000003	USPHS CERTIFICATE OF SANITARY CONSTRUCTION	***
0315D292A01	CERTIFIED OPERATIONAL AND STRUCTURAL DESIGN WEIGHTS 737-800	***
0351D322A15	TAKEOFF PERFORMANCE IMPROVEMENT - ALTERNATE FORWARD CENTER OF GRAVITY LIMITS	***
0370C910B63	AIR CONDITIONING TRANSITION DUCT UNDER FLOOR - INSTALLATION - 17 MIL DAMPING TAPE FOR NOISE REDUCTION	***
1110D360A84	EXTERIOR NON-REGULATORY MARKINGS	***
1110D360A85	EXTERIOR REGULATORY MARKINGS AND COLOR SCHEME	***
1130D360A86	CARGO COMPARTMENT PLACARDS	***
1130D360A88	LIGHTED SIGNS	***
1130D360B61	INTERIOR PLACARDS AND MARKERS - 737 BOEING SKY INTERIOR	***
2130-000010	600 FPM CABIN PRESSURE ASCENT RATE	***
2130-000015	750 FPM CABIN PRESSURE DESCENT RATE	***
2170-000021	OZONE CONTROL - SPACE PROVISIONS FOR CATALYTIC CONVERTERS	***
2210-000121	AUTOFLIGHT - ACTIVATION OF CONTROL WHEEL STEERING REVERSION IN APPROACH MODE	***
2210-000123	AUTOFLIGHT - FLIGHT DIRECTOR TAKEOFF MODE WINGS LEVEL	***
2210-000142	AUTOFLIGHT - ALTITUDE ALERT - 300/900 FEET	***
2210-000151	AUTOFLIGHT - ENABLE GLIDE SLOPE CAPTURE PRIOR TO LOCALIZER CAPTURE	***
2210C175A38	AUTOFLIGHT - GO-AROUND ROLL MODE - LNAV	***
2230-000137	AUTOTHROTTLE - FMCS - TAKEOFF PROFILE THRUST REDUCTION ALTITUDE	***
2310B691B85	COMMUNICATIONS CONTROL PANELS - DUAL GABLES RADIO TUNING PANELS CAPABLE OF (2) HF SYSTEMS AND (3) VHF SYSTEMS (8.33 KHZ CAPABLE) - P/N G7404- 124 - BFE/SPE	***
2311B401A28	HF COMMUNICATIONS - EQUIPMENT INSTALLATION OF DUAL HONEYWELL INTERNATIONAL INC. HF TRANSCEIVERS - P/N 964-0452-012 - AND DIGITAL HF COUPLERS- P/N 964-0453-011 - BFE/SPE	***
2311B401A29	DUAL HF DATA RADIO - ARINC 753 - ACTIVATION - AIRLINE DATA LINK COMMUNICATIONS ONLY	***
2312A213B90	VHF COMMUNICATIONS - EQUIPMENT INSTALLATION OF TRIPLE HONEYWELL ARINC 750 RTA-44D VHF FM IMMUNE TRANSCEIVERS WITH 8.33 KHZ CHANNEL SPACING, VDL MODE 2, AND CMC INTERFACE CAPABILITY - P/N 064-50000-2000 - BFE/SPE	***
2321-000050	SELCAL - AVTECH FIVE CHANNEL DECODER - P/N 1200008-000 - BFE/SPE	***

BOEING PROPRIETARY

CR	Title	2011 \$ Price Per A/C
2322C430J57	MP - COMMUNICATIONS MANAGEMENT UNIT (CMU) - ACTIVATION - DATA LINK RECORDING	***
2322C703A02	CMU - HONEYWELL ARINC 758 LEVEL AOA MARK III COMMUNICATIONS MANAGEMENT UNIT (CMU) - INSTALLATION INTO EXISTING PARTIAL PROVISIONS - P/N 7519200-921 - BFE/SPE	***
2322C939A05	CMU - INSTALLATION OF PARTIAL PROVISIONS FOR A SINGLE CMU IN ACCORDANCE WITH ARINC 758	***
2322D322B88	MP - CMU - INSTALLATION OF HONEYWELL MARK II ARINC 758 LEVEL AOA CMU W/ARINC SERVICE PROVIDER - DATA LINK RECORDING CAPABLE - P/N 965-0758-006 IN LIEU OF THE EXISTING HONEYWELL MARK III ARINC 758 LEVEL AOA CMU - P/N 7519200-921 - BFE	***
2324B299A26	EMERGENCY LOCATOR TRANSMITTER (ELT) - WULFSBERG ELECTRONICS AUTOMATIC FIXED WITH NAVIGATION INTERFACE UNIT (NIU) - MODE S BROADCAST - BFE/SPE	***
2331B754B15	PASSENGER ADDRESS (PA) SYSTEM - ARINC 715 - ROCKWELL COLLINS AMPLIFIER - BFE/SPE	***
2342D360B00	CABIN INTERPHONE SYSTEMS - ATTENDANT HANDSETS WITH UNIQUE MARKINGS	***
2350A150D50	AUDIO INTEGRATING - INHIBIT AURAL ALERT TRANSMISSIONS THROUGH CAPTAIN, FIRST OFFICER'S AND FIRST OBSERVER'S HEADPHONES	***
2350B872A08	AUDIO CONTROL PANEL - INTEGRATED SELCAL, CREW CALL, AND SATCOM FUNCTIONS INSTALLATION - 3 VHF/2 HF	***
2351-000043	CONTROL WHEEL PUSH TO TALK (PTT) SWITCH - THREE POSITION WITH DETENT IN INTERPHONE POSITION	***
2351A213A33	AUDIO INTEGRATION - INSTALLATION - TWO-PLUG AUDIO JACKS IN THE FLIGHT DECK	***
2351A213B77	BOOM MICROPHONE HEADSETS - CAPTAIN AND FIRST OFFICER - TELEX AIRMAN 750 - P/N 64300-200 - BFE/SPE	***
2351B696M34	AUDIO INTEGRATION - INSTALLATION - 2J HAND MICROPHONE JACKS IN THE FLIGHT DECK	***
2351D360C80	PASSENGER CABIN MEDICAL COMMUNICATIONS SYSTEM - BOEING SKY INTERIOR	***
2371B628B32	VOICE RECORDER AND MICROPHONE/MONITOR - HONEYWELL - 2 HOUR RECORDING TIME - WITH DATALINK RECORDING CAPABILITY - P/N 980-6032-001 & P/N 980-6116-001 -BFE/SPE	***
2371B628B41	VOICE RECORDER - RECORDER INDEPENDENT POWER SUPPLY (RIPS) - AFT LOWERED CEILING	***
2433-000010	STANDBY POWER - 60-MINUTE CAPABILITY	***
2451B572D03	GALLEY G1 POWER - 6.9 KVA	***
2510C910B65	TRIP COUNTER - INSTALLATION - SFE - DEXTER WILSON	***
2511-000271	SECOND OBSERVER STATION, WITHOUT ARMRESTS - ADDITION	***
2511B696M36	FLIGHT COMPARTMENT SEATS - INSTALL CAPTAIN AND FIRST OFFICER SEATS WITH FLOTATION CUSHIONS	***
2513-000420	NO ROLLER SUNSHADES - FLIGHT DECK	***
2513B696E89	LOG BOOK HOLDER - INSTALLATION - ON AFT FACE OF P8 AISLESTAND	***
2513B696E95	FLIGHT COMPARTMENT ACCOMMODATIONS - INSTALL A FUEL CONVERSION PLACARD ON THE FACE OF CAPTAIN AND FIRST OFFICER'S CLIPBOARDS	***
2513C410C22	FLIGHT COMPARTMENT ACCOMMODATIONS - EMERGENCY EVACUATION CHECKLIST PLACARD ON THE CAPTAIN AND FIRST OFFICER'S CONTROL COLUMNS	***
2520D360A90	INTERIOR COLOR AND MATERIAL - STANDARD OFFERING	***
2523D360F87	PASSENGER SERVICE UNITS - 737 BOEING SKY INTERIOR	***
2524D360A79	CLOSET - AFT OF DOOR 1, LEFT - BFE/SPE	***
2524D360B01	FULL HEIGHT WINDSCREEN/STOWAGE UNIT - RHS - STA 336.75 - BFE/SPE	***
2525A627A07	DOUBLE ATTENDANT SEAT - WALL MOUNTED - STA 304	***
2525C204K04	HIC AND FEMUR LOAD COMPLIANCE - ECONOMY CLASS SEATS	***
2525C204K05	HIC AND FEMUR LOAD COMPLIANCE - ATTENDANT SEATS	***
2525D360F41	ECONOMY CLASS SEATS - BFE/SPE	***
2527D360C81	FLOOR COVERING - GALLEY MAT AND CARPET - BFE	***
2528C204J16	FORWARD CENTER OVERHEAD STOWAGE COMPARTMENT - PROVISIONED FOR PALLETIZED EQUIPMENT AND LIFE RAFTS - 737 BOEING SKY INTERIOR	***
2528C204J18	SECOND FORWARD CENTER OVERHEAD STOWAGE COMPARTMENT - PROVISIONED FOR PALLETIZED EQUIPMENT AND LIFE RAFTS - 737 BOEING SKY INTERIOR	***

BOEING PROPRIETARY

CR	Title	2011 \$ Price Per A/C
2528C204J20	FIRST MID CABIN CENTER OVERHEAD STOWAGE COMPARTMENT - PROVISIONED FOR PALLETIZED EQUIPMENT AND LIFE RAFTS - 737 BOEING SKY INTERIOR	***
2528C204J22	SECOND MID-CABIN CENTER OVERHEAD STOWAGE COMPARTMENT-PROVISIONED FOR PALLETIZED EQUIPMENT AND LIFE RAFTS - 737 BOEING SKY INTERIOR	***
2528D360A93	LITERATURE POCKETS - BFE/SPE	***
2528D360B64	OVERHEAD STOWAGE BINS - ADDITIONAL FEATURES - 737 BOEING SKY INTERIOR	***
2529A802A86	DOOR WARNING STRAP - SHOCK CORD	***
2529D360B52	FORWARD ATTENDANT WORKSTATION - PANEL & HANDSET - UNIQUE FACEPLATE DISPLAY	***
2530C882K34	GALLEY G1 - AFT STATION 293	***
2530D360B03	GALLEY PART NUMBERS - BFE/SPE	***
2530D360B04	GALLEY INSERT PART NUMBERS - BFE/SPE	***
2540B873A66	LA LAVATORY	***
2540D360A81	LA LAVATORY SELECTABLES	***
2540D360A82	LE LAVATORY SELECTABLES	***
2540D360C84	LD LAVATORY SELECTABLES	***
2552-000117	CARGO COMPARTMENT NETS WITH NYLON TYPE WEB SUPPORTS	***
2552-000216	LOWER SIDEWALL LINER - FOWARD AND AFT CARGO COMPARTMENT - .060 THICKNESS	***
2552B491A05	FLOOR PANELS - FORWARD CARGO COMPARTMENT - 0.090 INCH THICKNESS, BMS 8-2, CONOLITE	***
2552B491A06	FLOOR PANELS - AFT CARGO COMPARTMENT - 0.090 INCH THICKNESS BMS 8-2, CONOLITE	***
2552B491A07	CEILING LINER - FORWARD CARGO COMPARTMENT - 0.031 INCH THICKNESS, BMS 8-2, CONOLITE	***
2552B491A10	CEILING LINER - AFT CARGO COMPARTMENT - 0.031 INCH THICKNESS, BMS 8-2, CONOLITE	***
2552B491A11	STA 731 BULKHEAD - .060 INCH THICKNESS, BMS 8-2, CONOLITE	***
2552B491A13	UPPER SIDEWALL LINER - AFT CARGO COMPARTMENT - 0.045 INCH THICKNESS, BMS 8-2, CONOLITE	***
2560-000176	HALON FIRE EXTINGUISHER - FLIGHT DECK - WALTER KIDDE	***
2560-000269	CREW LIFE VEST STOWAGE - FLIGHT DECK, SECOND OBSERVER - CAPTAIN'S SEAT BACK	***
2560C410D09	CREW LIFE VESTS - FLIGHT DECK, WITH SECOND OBSERVER - EASTERN AERO MARINE INC - P/N P01202-301C - BFE/SPE	***
2562D360B66	OVERWATER EMERGENCY EQUIPMENT - BFE/SPE - 737 BOEING SKY INTERIOR	***
2564D360G72	DETACHABLE EMERGENCY EQUIPMENT - PASSENGER COMPARTMENT - BFE/SPE - 737 BOEING SKY INTERIOR	***
2622-000047	APU FIRE EXTINGUISHER BOTTLE - COMMON WITH ENGINES	***
2841-000004	STANDARD FUEL SYSTEM ACCURACY - NO FUEL DENSITOMETERS	***
2911-000042	ENGINE-DRIVEN HYDRAULIC PUMPS WITH VESPEL SPLINE - EATON (VICKERS) - 10-62167	***
2911-000044	AC MOTOR-DRIVEN HYDRAULIC PUMPS - EATON (VICKERS) - 10-60556	***
3041-000003	NO HEATED FLIGHT COMPARTMENT NUMBER 3 WINDOW	***
3042B696M33	WINDSHIELD WIPER SYSTEM - REVISION - SINGLE SWITCH FOR BOTH WIPERS	***
3120C910B67	CLOCK WIRING - INSTALLATION - FMC, DFDAU AND VOICE RECORDER INPUT FROM FIRST OFFICER'S CLOCK	***
3131-000143	ACCELEROMETER - HONEYWELL P/N 971-4193-001 - BFE/SPE	***
3131B628B16	DIGITAL FLIGHT DATA RECORDER (DFDR) - HONEYWELL - 1024 WORDS PER SECOND MAXIMUM DATA RATE - P/N 980-4750-009 - BFE/SPE	***
3131D217A10	DIGITAL FLIGHT DATA ACQUISITION UNIT (DFDAU) - CAT IIIB/IAN/GLS/NPS CAPABLE - WITH ACMS CAPABILITY AND INTEGRATED PCMCIA MEDIA INTERFACE - TELEDYNE CONTROLS - 512 WPS CAPABLE - 737-7 DATA FRAME ACTIVE - P/N 2233000-916 - BFE/SPE	***
3132-000014	PORTABLE DATA LOADER/RECORDER CONNECTOR IN FLIGHT DECK-ARINC 615-SFE	***
3133A150E33	MP-INSTL OF ARINC 740 PRINTER PROVISIONS IN THE FLIGHT DECK AISLESTAND	***
3161-000133	ENGINE FUEL FLOW - FULL TIME DISPLAY - PRIMARY ENGINE DISPLAY UNIT	***
3161A627A40	CDS - SOFTWARE ACTIVATION - SELECTABLE COMPACTED ENGINE FORMAT - ENABLE	***
3161C175A22	ENGINE OIL QUANTITY DISPLAY - PERCENT - ENGINE DISPLAY	***
3162-000018	ATTITUDE COMPARATOR - FLASHING - ADI	***
3162-000023	FLIGHT DIRECTOR COMMAND DISPLAY - FILLED INTEGRATED CUE - ADI	***
3162-000028	RADIO ALTITUDE - BELOW ADI	***

BOEING PROPRIETARY

CR	Title	2011 \$ Price Per A/C
3162-000030	RISING RUNWAY - DISPLAYED ON THE ADI	***
3162-000036	LANDING ALTITUDE REFERENCE BAR - PRIMARY FLIGHT DISPLAY	***
3162-000040	BARO MINIMUMS POINTER - DISPLAYED ON SELECTION OF RADIO ALTITUDE MINIMUMS - PRIMARY FLIGHT DISPLAY	***
3162-000044	TCAS RESOLUTION ADVISORY - VSI	***
3162-000051	ILS LOCALIZER DEVIATION EXPANDED SCALE - AUTOPILOT OR FLIGHT DIRECTOR MODE	***
3162-000059	MAP MODE ORIENTATION - TRACK UP - NAVIGATION DISPLAY	***
3162-000079	MANUALLY TUNED VOR SELECTED COURSE LINES DISPLAYED - NAVIGATION DISPLAY	***
3162-000088	AIRSPEED BUG - ENABLED - 80 KNOT SETTING - MACH AIRSPEED INDICATOR	***
3162-000218	GROUND SPEED - DISPLAYED BELOW AIRSPEED TAPE WHEN MACH NUMBER IS NOT DISPLAYED - PRIMARY FLIGHT DISPLAY	***
3162A066A17	COMMON DISPLAY SYSTEMS FAULT MESSAGE - REVERSE VIDEO DISPLAY	***
3162A213A02	CDS DISPLAY - PFD/ND FORMAT - OVER AND UNDER ENGINE PRESENTATION	***
3162A627A36	CDS - SOFTWARE ACTIVATION - VNAV SPEED BANDS - ENABLE	***
3162C594A29	CDS - SOFTWARE ACTIVATION - NAVIGATION PERFORMANCE SCALES - ENABLE	***
3244-000008	SERVICE INTERPHONE CONNECTOR - EXTERNAL POWER PANEL	***
3245-000098	WHEELS AND TIRES - NOSE LANDING GEAR - WHEELS - BFGOODRICH - INSTALLATION WITH SFE 12 PR, 225 MPH RADIAL TIRES	***
3245B290A92	BRAKES - CARBON - GOODRICH	***
3245B290A94	WHEELS AND TIRES - MAIN LANDING GEAR - WHEELS FOR CARBON BRAKES - GOODRICH - INSTALLATION WITH SFE 28 PR, 225 MPH TIRES	***
3321C869A65	PASSENGER CABIN LIGHTING - SINGLE-ZONE CONTROL - 737 BOEING SKY INTERIOR	***
3324C195A04	NO SMOKING SIGN - SILK SCREENED SYMBOL AND RETAIN CHIME FUNCTION	***
3342-000033	NOSE GEAR TAXI LIGHT - NO AUTOMATIC SWITCHOFF AT RETRACTION	***
3342-000035	NOSE GEAR TAXI LIGHT - 250-WATT	***
3344C910B68	ANTI-COLLISION LIGHT - INSTALLATION - SWITCH NOMENCLATURE	***
3350C869A05	EMERGENCY ESCAPE PATH LIGHTING - FLOOR MOUNTED - COLOR PHOTOLUMINESCENT	***
3350D360K03	RO - EMERGENCY LIGHTING - REPLACEMENT - EMERGENCY ESCAPE PATH LIGHTING - NARROW COLORED PHOTOLUMINESCENT IN LIEU OF STANDARD WIDTH	***
3412-000022	DUAL ELEMENT NON-ASPIRATED TAT PROBE	***
3414-000035	STANDBY ALTIMETER/AIRSPEED INDICATOR - FLIGHT DECK	***
3423-000023	STANDBY ATTITUDE INDICATOR - SEXTANT AVIONIQUE - SFE	***
3430B866A28	ILS/GPS MULTI-MODE RECEIVER (MMR) - HONEYWELL INTERNATIONAL INC. - P/N 066-50029-1201 - BFE/SPE	***
3431A065B03	VHF NAV/DME CONTROL PANEL - GABLES ENGINEERING - P/N G7500-03 - BFE/SPE	***
3433A732A13	RADIO ALTIMETER (RA) - CAT IIIB CAPABLE - HONEYWELL INTERNATIONAL INC - P/N 066-50007-0111 - BFE/SPE	***
3436A218A66	HEAD-UP DISPLAY (HUD) - PARTIAL PROVISIONS FOR A COMMON HUD SYSTEM WITH CONTROL PANEL INTERFACE	***
3436C594A68	HEAD UP DISPLAY (HUD) - INSTALLATION OF ROCKWELL COLLINS PHASE 3 HGS4000 SYSTEM WITH CONTROL PANEL - STC CERTIFIED - BFE/SPE	***
3443B696L72	SINGLE WEATHER RADAR SYSTEM - HONEYWELL INTERNATIONAL INC. - MODEL RDR-4000 WEATHER RADAR - INSTALLATION - BFE/SPE	***
3443B696L73	SINGLE WEATHER RADAR SYSTEM CONTROL PANEL - HONEYWELL RDR-4000 RADAR SYSTEM - P/N 930-5101-001 - BFE/SPE	***
3445B866A10	TCAS SYSTEM - HONEYWELL INTERNATIONAL INC TCAS COMPUTER P/N 940-0300-001 - TCAS CHANGE 7 COMPLIANT - BFE/SPE	***
3446-000046	LOW VOLUME FOR ALTITUDE CALLOUTS	***
3446-000048	ENHANCED GROUND PROXIMITY WARNING SYSTEM (EGPWS) - BANK ANGLE CALLOUT ENABLE	***
3446-000050	500 SMART CALLOUT	***
3446-000057	GROUND PROXIMITY WARNING SYSTEM ALTITUDE CALLOUTS - 100, 50, 30, 10	***
3451-000023	VOR/MARKER BEACON - ALLIEDSIGNAL RECEIVER P/N 066-50012-0101 - BFE/SPE	***
3453B866A17	ATC SYSTEM - HONEYWELL INTERNATIONAL INC ATC TRANSPONDER P/N 066-01127-1602 - ELS/EHS/ES AND TCAS CHANGE 7 COMPLIANT - HONEYWELL INTERNATIONAL INC CONTROL PANEL P/N 071-01503-2601 - BFE/SPE	***
3455-000020	DISTANCE MEASURING EQUIPMENT (DME) - ALLIEDSIGNAL INTERROGATOR P/N 066-50013-0101 - BFE/SPE	***
3457B696A24	AUTOMATIC DIRECTION FINDING (ADF) SYSTEM - PARTIAL PROVISIONS	***

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CR	Title	2011 \$ Price Per A/C
3461A150B73	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - ENGINE-OUT STANDARD INSTRUMENT DEPARTURES (SID'S) - ENABLE	***
3461A425A10	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - NAVIGATION DATABASE - CUSTOMER SUPPLIED	***
3461A425A17	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - AIRLINE OPERATIONAL COMMUNICATIONS DATA LINK (AOC DL) - FANS FEATURE ACTIVATION	***
3461A425A30	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS)- ABEAM WAYPOINTS- ENABLE	***
3461A425A48	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - ACTIVATE COLOR OPERATION	***
3461A890A76	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - NAVIGATION DISPLAY - MISSED APPROACH IN CYAN UNTIL ACTIVE - ENABLE	***
3461B696D59	MP - FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) -AIR TRAFFIC SERVICES DATA LINK (ATS DL) -FANS FEATURE ACTIVATION	***
3461B696K97	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - VERTICAL RNP DEFAULT VALUE - REVISION	***
3461B696M48	FLIGHT MANAGEMENT COMPUTING SYSTEM (FMCS) - INTENT DATA TRANSMITTED VIA THE FMC INTENT DATA DEDICATED OUTPUT BUS - ENABLE	***
3461C175A14	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - FANS CAPABLE MCDU WITH ATC KEYBOARD - INSTALLATION-SFE	***
3461C175A32	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - COMMON VNAV - ENABLE	***
3461C175A34	FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - SPEED PROPAGATION FROM THE CRUISE PAGE TO THE DESCENT PAGE - ENABLE	***
3461C430J05	FLIGHT MANAGEMENT COMPUTING SYSTEM (FMCS) - VOR INHIBIT	***
3461C594A26	FLIGHT MANAGEMENT COMPUTING SYSTEM (FMCS) - INTENT DATA TRANSMITTED TO ACARS - ENABLE	***
3511-000011	NO REMOTE CREW OXYGEN FILL STATION	***
3511B696M31	CREW OXYGEN MASKS AND SMOKE GOGGLES - CAPTAIN, FIRST OFFICER, FIRST OBSERVER AND SECOND OBSERVER - BFE/SPE	***
3511D322B89	MP - CREW OXYGEN MASKS - WITH SECOND OBSERVER - REPLACEMENT - AVOX FULL FACE MASKS WITH BUILT-IN GOGGLES IN LIEU OF THE EXISTING AVOX MASKS WITH SEPARATE SMOKE GOGGLES - BFE	***
3811-000017	POTABLE WATER - SERVICEABLE TO 40 GALLONS	***
3830C882K61	WASTE DISPOSAL - 4" SERVICE PANEL LAVATORY DRAIN VALVE	***
3832-000032	VACUUM WASTE SYSTEM - MONOGRAM TOILET ASSEMBLIES	***
3910D322A11	AFT ELECTRONICS PANEL ARRANGEMENT	***
5231A561C54	CARGO DOOR - SOLID SKIN	***
5300-000027	UNDERSEAT FLOOR PANELS, LOW TRAFFIC CAPABILITY	***
5352A298A28	RADOME- NORDAM- SFE	***
5730B290A42	PARTIAL PROVISIONS FOR AVIATION PARTNERS BOEING (APB) WINGLET INSTALLATION	***
5730C581A10	WINGLET INSTALLATION - AVIATION PARTNERS BOEING (APB) - BFE/SPE (737-800)	***
7200-000125	CFM56-7 ENGINES - 7B26 RATING	***
7900-000116	LUBRICATING OIL - MOBIL JET II	***
MISC	INTERIOR ALLOWANCE	***
MISC DOOR	FAA FLIGHT DECK DOOR	***
MISC P & O	PEAKS & OBSTACLES	***
MISC/FAA4	FLAME PROPAGATION - INSULATION BLANKETS (FAA)	***
MISC/FAA5	FIRE PENETRATION - BURNTHROUGH, FAR 25.856(b)	***
OPTIONS: 200	TOTALS:	***

ADDITIONAL PRODUCTION CHANGES, INCLUDING CHANGES FOR NON-ETOPS (AS OF SA-82):

0224B372J97	RO - EXTENDED RANGE TWIN ENGINE OPERATIONS (ETOPS) - DELETION	***
0252D322D01	MP - INSTRUMENTATION, AIRPLANE AND FUEL MEASURING STICK MANUALS IN ENGLISH UNITS - TEMPERATURE IN DEGREES CELSIUS IN LIEU OF TEMPERATURE IN DEGREES FAHRENHEIT	***
1110D185K68	MP - EXTERIOR COLOR SCHEMES AND MARKINGS - ADDITION - ETOPS MAINTENANCE MARKING	***
1110D360N93	RO - EXTERIOR COLOR SCHEMES AND MARKINGS - DELETION - ETOPS MAINTENANCE MARKING	***

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CR	Title	2011 \$ Price Per A/C
2300D322C81	RO - FPO - COMMUNICATIONS - DELETION OF DUAL HONEYWELL HF COMMUNICATIONS SYSTEM INCLUDING PROVISIONS AND DELETE E6 EQUIPMENT RACK - RETAIN INTEGRATED AUDIO SELECTOR PANEL WIRING - BFE	***
2312C028G60	MP - VHF COMMUNICATIONS SYSTEM - ACTIVATION OF KEYLINE TIMER	***
2500D360N91	RO - PASSENGER COMPARTMENT - DELETION - EMERGENCY EQUIPMENT AND CENTER OVERHEAD STOWAGE - BFE	***
2520D185M20	MP - PASSENGER COMPARTMENT - REPLACEMENT - GALLEY AND ENTRYWAY MAT MATERIAL - SCHNELLER - BFE	***
2525D360N76	MP - PASSENGER COMPARTMENT SEATS - REVISION - B/E AEROSPACE - BFE	***
2525D360T83	MP - PASSENGER COMPARTMENT SEATS - REVISION - TRAY TABLE LATCH - B E AEROSPACE - BFE	***
2527D360L35	MP - FLOOR COVERING - REPLACEMENT - CARPET TILES IN PASSENGER CABIN - WITH 18MM WIDE PHOTOLUM - INTERFACEFLOR IN LIEU OF MOHAWK - BFE	***
2527D360T79	MP - FLOOR COVERING - REVISION - CARPET AND GALLEY MAT - BFE	***
2527D360T90	MP - FLOOR COVERING - REVISION - CARPET TILES - INTERFACEFLOR - BFE	***
2529D384F68	MP - DOOR WARNING STRAP - REPLACEMENT - FORWARD LH DOOR	***
2530D360T82	MP - GALLEY - REPLACEMENT - WASTE CONTAINER - COMPOSITES UNLIMITED - BFE	***
2552D560A01	MP - FPO - LOWER LOBE (CONTAINERIZED) CARGO COMPARTMENT - REPLACEMENT - FWD AND AFT CARGO LINERS	***
2562D360N20	MP - OVERWATER EMERGENCY EQUIPMENT - ADDITION - LIFE RAFTS IN CENTER OVERHEAD STOWAGE - EASTERN AERO MARINE - BFE	***
2564D185K61	MP - DETACHABLE EMERGENCY EQUIPMENT - PASSENGER COMPARTMENT - ADDITION - OXYGEN BOTTLE AND MASK - SCOTT AVIATION - BFE	***
2564D360M44	MP - DETACHABLE EMERGENCY EQUIPMENT - REVISION - PASSENGER COMPARTMENT - BFE	***
2564D360M82	MP - DETACHABLE EMERGENCY EQUIPMENT - PASSENGER COMPARTMENT - ADDITION - PBE IN FWD LH MONUMENT - ESSEX - BFE	***
2564D360P90	MP - DETACHABLE EMERGENCY EQUIPMENT - DELETION - SMOKE HOODS - ESSEX CORPORATION - BFE	***
2564D360T14	MP - DETACHABLE EMERGENCY EQUIPMENT - FIRST AID KIT - PROCUREMENT REVISION - BFE TO BFB1	***
2732D322C99	MP - STALL WARNING SYSTEM - STALL MANAGEMENT YAW DAMPER COMPUTERS (SMYD) - REPLACEMENT- SMYD COMPUTERS WITH AUTOSTOW FUNCTIONALITY, P/N 285A1010-109 IN LIEU OF THE EXISTING SMYD COMPUTERS, P/N 285A1010-9 - SFE	***
3133A051B38	MP - MULTI-INPUT PRINTER - ARINC 740 - MILTOPE P/N 497126-31 - BFE	***
3133B694B49	RO - ARINC 740 MULTI-INPUT PRINTER REMOVAL FROM PROVISIONS IN THE AFT AISLE STAND - HONEYWELL - P/N 8055515-4507 - BFE	***
3133D322C34	MP - ARINC 740 MULTI-INPUT PRINTER - REPLACEMENT - HONEYWELL P/N 8055515-4507 IN LIEU OF MILTOPE P/N 497126-31 - BFE	***
3211D830A06	MP - MAIN GEAR - REVISION - STRENGTHENED MAIN LANDING GEAR AXLES	***
3430B694H08	MP - ILS/GPS MULTI-MODE RECEIVER (MMR) - INSTALLATION - SEXTANT IN LIEU OF HONEYWELL - BFE	***
3433D354B57	MP - RADIO ALTIMETER SYSTEM - REPLACEMENT - HONEYWELL LOW RANGE RADIO ALTIMETER P/N 066-50007-0531 IN LIEU OF EXISTING P/M 066-500007-0111 - BFE	***
3455D354B43	MP - DISTANCE MEASURING EQUIPMENT (DME) SCANNING INTERROGATOR - REPLACEMENT - HONEYWELL P/N 066-50013-0111 IN LIEU OF P/N 066-50013-0101 - BFE	***
3461D322C75	RO - FLIGHT MANAGEMENT COMPUTER SYSTEM (FMCS) - DEACTIVATION - AIR TRAFFIC SERVICES DATA LINK (ATS DL)	***
3910D322C28	MP - AFT ELECTRONICS PANEL ARRANGEMENT - REVISION - AFT ELECTRONICS PANEL ARRANGEMENT WITH ARINC 740 PRINTER INSTALLATION IN LIEU OF THE EXISTING AFT ELECTRONICS PANEL ARRANGEMENT	***
3910D322C77	RO - AFT ELECTRONICS PANEL - REVISION	***
7200A367A61	MP - CFM56-7 ENGINES - 7B27 RATING IN LIEU OF 7B26 RATING	***
7200D977A01	MP - CFM56-7 ENGINES - 7B27/F THRUST RATING IN LIEU OF THE EXISTING 7B27 THRUST RATING	***
OPTIONS: 35	TOTALS:	***

GRAND TOTALS: ***

Letter Agmt SWA-PA-1810-LA-1001315R1; paragraph 3

<u>No.</u>	<u>Model</u>	<u>Aircraft Block</u>	<u>MSN's</u>	<u>Current Delivery Mo.</u>	<u>Base Year</u>	<u>***</u>
1	737-700	T-W-2b	36962	July-11	1999	***
2	737-700	T-W-2b	36963	July-11	1999	***
3	737-700	T-W-2b	36965	August-11	1999	***
4	737-700	T-W-2b	36967	October-11	1999	***
5	737-800	800LUV	36980	March-12	2011	***
6	737-800	800LUV	36983	April-12	2011	***
7	737-800	800LUV	36985	May-12	2011	***
8	737-800	800LUV	36987	May-12	2011	***
9	737-800	800LUV	36990	July-12	2011	***
10	737-800	800LUV	36992	August-12	2011	***
11	737-800	800LUV	36994	September-12	2011	***
12	737-800	800LUV	37003	November-12	2011	***
13	737-800	800LUV	37009	December-12	2011	***
14	737-800	800LUV	36973	March-13	2011	***
15	737-800	800LUV	36908	April-13	2011	***
16	737-800	800LUV	36998	April-13 March-13	2011	***
17	737-800	800LUV	37004	May-13 March-14	2011	
18	737-800	800LUV	42521	July-13 May-14	2011	
19	737-800	800LUV	42522	August-13 June-14	2011	
20	737-800	800LUV	42523	August-13 July-14	2011	
21	737-800	800LUV	42524	September-13 August-14	2011	
22	737-800	800LUV	36933	September-13	2011	
23	737-800	800LUV	42525	October-13 August-14	2011	
24	737-800	800LUV	36935	October-13 September-14	2011	
25	737-800	800LUV	42526	November-13	2011	
26	737-800	800LUV	42527	November-13 September-14	2011	
27	737-800	800LUV	42528	November-13 September-14	2011	
28	737-800	800LUV	42529	December-13 December-14	2011	
29	737-800	800LUV	42530	December-13 December-14	2011	
30	737-800	800LUV	42531	January-14 September-14	2011	
31	737-800	800LUV	36909	January-14 October-14	2011	
32	737-700	700LUV	42532	February-14 January-17	2011	
33	737-700	700LUV	36910	February-14 January-17	2011	
34	737-700	700LUV	36927	March-14 April-17	2011	
35	737-700	700LUV	36925	March-14 May-17	2011	
36	737-700	700LUV	36926	April-14 January-18	2011	
37	737-700	700LUV	36929	April-14 August-17	2011	
38	737-700	700LUV	42533	May-14 February-18	2011	
39	737-700	700LUV	42534	May-14 March-18	2011	
40	737-700	700LUV	37019	August-14 June-18	2011	
41	737-700	700LUV	36930	September-14 September-17	2011	
42	737-700	700LUV	37042	September-14 July-18	2011	
43	737-700	700LUV	36934	October-14 October-17	2011	
44	737-700	700LUV	37034	October-14 September-18	2011	
45	737-700	700LUV	37043	November-14	2011	
46	737-700	700LUV	37045	December-14	2011	
47	737-700	700LUV	37037	December-14	2011	
48	737-700	700LUV	42535	January-15	2011	

49	737-700	700LUV	42536	February-15	2011
50	737-700	700LUV	42537	March-15	2011
51	737-700	700LUV	42538	April-15	2011
52	737-700	700LUV	42539	May-15	2011
53	737-700	700LUV	42540	June-15	2011
54	737-700	700LUV	42541	July-15	2011
55	737-700	700LUV	42542	August-15	2011
56	737-700	700LUV	42543	September-15	2011
57	737-700	700LUV	36940	November-15	2011
58	737-700	700LUV	36938	April-16	2011
59	737-700	700LUV	36939	May-16	2011
60	737-700	700LUV	36945	July-16	2011
61	737-700	700LUV	36977	September-16	2011
62	737-700	700LUV	36970	January-17	2011
63	737-700	700LUV	36969	February-17	2011
64	737-700	700LUV	36972	March-17	2011
65	737-700	700LUV	36974	April-17	2011
66	737-700	700LUV	36975	May-17	2011
67	737-700	700LUV	36976	June-17	2011
68	737-700	700LUV	36979	August-17	2011
69	737-700	700LUV	36984	September-17	2011
70	737-700	700LUV	36988	October-17	2011
71	737-700	700LUV	36989	November-17	2011
72	737-700	700LUV	42544	January-18	2011
73	737-700	700LUV	42545	February-18	2011
74	737-700	700LUV	42546	March-18	2011
75	737-700	700LUV	42547	April-18	2011
76	737-700	700LUV	42548	May-18	2011
77	737-700	700LUV	42549	June-18	2011
78	737-700	700LUV	42550	July-18	2011
79	737-700	700LUV	42551	August-18	2011
80	737-700	700LUV	42552	September-18	2011
81	737-700	700LUV	42553	October-18	2011
82	737-800	800LUV	tbdl	June-14	2011
83	737-800	800LUV	tbdl	June-14	2011
84	737-800	800LUV	tbdl	July-14	2011
85	737-800	800LUV	tbdl	July-14	2011
86	737-800	800LUV	tbdl	July-14	2011
87			<i>tbdl</i>		
88			<i>tbdl</i>		
89			<i>tbdl</i>		
90			<i>tbdl</i>		



SWA-PA-1810-LA-1003490R2

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235
Subject: ***

Reference: a) Purchase Agreement No. 1810 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Buyer**) relating to Model 737-7H4 and 737-8H4 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. Unless otherwise noted, this Letter Agreement is solely applicable to the Block 800LUV Aircraft identified in Tables 1b and 1c of the Purchase Agreement (**Block 800LUV Aircraft**). All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1.***

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2.***

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3.***

3. Assignment.

Unless otherwise noted herein, *** described in this Letter Agreement are provided *** in consideration of Buyer's taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing.

4. Confidentiality.

Buyer understands that certain commercial and financial information contained in this Letter Agreement including any attachments hereto is considered by Boeing as confidential. Buyer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity except as provided in Letter Agreement No. 6-1162-RLL-934, as amended.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van De Ven

Its Executive Vice President

Attachment B to
Letter Agreement No. SWA-PA-1810-LA-1105884
Option Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-700	154500 pounds	Detail Specification:	D019A001SWA37P-1 Rev New	4Q10 External Fcst
Engine Model/Thrust:	CFM56-7B24	24000 pounds	Base Aircraft Price Base Year/Escalation Formula:	Jul-11	ECL-MFG/CPI
Base Aircraft Price:		***	Engine Price Base Year/Escalation Formula:	N/A	N/A
Special Features:		***			
Sub-Total of Aircraft Base Price and Features:		***	<u>Aircraft Price Escalation Data:</u>		
Engine Price (Per Aircraft):		***	Base Year Index (ECI):	***	
Aircraft Basic Price (Excluding BFE/SPE):		***	Base Year Index (CPI):	***	
Buyer Furnished Equipment (BFE) Estimate:		***			
Seller Purchased Equipment (SPE) Estimate:		***			
Non-Refundable Deposit/Aircraft at Def Agreement:		***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)			Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Jul-2014	1	***			***	***	***	***	***
Aug-2014	2	***			***	***	***	***	***
Sep-2014	2	***			***	***	***	***	***
Oct-2014	2	***			***	***	***	***	***
Nov-2014	2	***			***	***	***	***	***
Dec-2014	1	***			***	***	***	***	***
Jan-2015	2	***			***	***	***	***	***
Feb-2015	1	***			***	***	***	***	***
Mar-2015	1	***			***	***	***	***	***
Apr-2015	1	***			***	***	***	***	***
May-2015	2	***			***	***	***	***	***
Jun-2015	2	***			***	***	***	***	***
Jul-2015	2	***			***	***	***	***	***

Attachment B to
Letter Agreement No. SWA-PA-1810-LA-1105884
Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)			Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Aug-2015	1	***			***	***	***	***	***
Jan-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Jan-2016	1	***			***	***	***	***	***
Jun-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Jul-2016	1	***			***	***	***	***	***
Aug-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Sep-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Oct-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Nov-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Nov-2016	1	***			***	***	***	***	***
Dec-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Dec-2016	2	***			***	***	***	***	***
Jan-2017	2	***			***	***	***	***	***
Feb-2017	2	***			***	***	***	***	***
Mar-2017	3	***			***	***	***	***	***
Apr-2017	3	***			***	***	***	***	***
May-2017	2	***			***	***	***	***	***
Jun-2017	1	***			***	***	***	***	***
Jul-2017	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Jul-2017	1	***			***	***	***	***	***
Aug-2017	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Sep-2017	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Sep-2017	1	***			***	***	***	***	***
Oct-2017	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Oct-2017	1	***			***	***	***	***	***

Attachment B to
Letter Agreement No. SWA-PA-1810-LA-1105884
Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)			Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
						***	***	***	***
Nov-2017	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Nov-2017	1	***			***	***	***	***	***
Dec-2017	2	***	Deposit paid prior to SA-75		***	***	***	***	***
Dec-2017	1	***			***	***	***	***	***
Jan-2018	2	***			***	***	***	***	***
Feb-2018	3	***			***	***	***	***	***
Mar-2018	3	***			***	***	***	***	***
Apr-2018	2	***			***	***	***	***	***
May-2018	2	***			***	***	***	***	***
Jun-2018	2	***			***	***	***	***	***
Jul-2018	2	***			***	***	***	***	***
Aug-2018	2	***			***	***	***	***	***
Sep-2018	2	***			***	***	***	***	***
Oct-2018	2	***			***	***	***	***	***
Nov-2018	3	***			***	***	***	***	***
Dec-2018	3	***			***	***	***	***	***



SWA-PA-1810-LA-1105886R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235

Subject: ***

Reference: Purchase Agreement No. 1810 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Buyer**) relating to Model 737-7H4 and 737-8H4 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. Unless otherwise noted, this Letter Agreement is solely applicable to the Block 700LUV Aircraft and Block 800LUV Aircraft identified in Table 1a and Tables 1b and 1c, respectively, to the Purchase Agreement (**Firm Aircraft**), and the Option Aircraft identified in the Attachment to Letter Agreement No. SWA-PA-1810-LA-1105884 to the Purchase Agreement (**Option Aircraft**). All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1.***

2.***

P.A. No. 1810
SWA-PA-1810-LA-1105886R1

BOEING PROPRIETARY

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3. Confidentiality.

Buyer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Buyer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Buyer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Buyer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Buyer shall be fully responsible to Boeing for compliance with such obligations.

4. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Buyer in consideration of Buyer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.



Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President



SWA-PA-1810-LA-1105888R2

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235

Subject: ***

Reference: a) Purchase Agreement No. 1810 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Buyer**) relating to Model 737-7H4 and 737-8H4 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1.***

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BOEING PROPRIETARY



2. Termination of Agreements relating to Large Area Display System. Boeing and Buyer hereby terminate all agreements relating to the installation of large area display systems on Buyer's 737-300/-500 aircraft in Buyer's fleet (**LADS Project**). *** Boeing and Buyer hereby agree that neither party shall have any further obligations with respect to the LADS Project.

3.***

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BOEING PROPRIETARY



*** Aircraft by MSN	
36717	33943
34861	33925
33923	36724
36718	33917
33929	34479
36399	34862
33927	35110
33928	33918
35109	33930
35788	33931
36091	33921
33926	33922
33919	36725
33934	33933
33924	36716

3. Assignment.

The business terms described in this Letter Agreement are provided *** in consideration of Buyer's taking title to the Firm Aircraft and Option Aircraft at time of delivery and becoming the operator of the Firm Aircraft and Option Aircraft. Under no circumstances will Buyer be permitted to assign the business terms set forth herein.

4. Confidentiality.

Buyer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Buyer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Buyer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this paragraph) without the prior written consent of Boeing and (c) any auditors and attorneys of Buyer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this paragraph, or are otherwise bound by a



confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Buyer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/Michael Van de Ven

Its Executive Vice President

SWA-PA-1810-LA-1105888R2

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BOEING PROPRIETARY

Supplemental Agreement No. 83

to

Purchase Agreement No. 1810

between

THE BOEING COMPANY

and

SOUTHWEST AIRLINES CO.

Relating to Boeing Model 737-7H4 and 737-8H4 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of May 13, 2013, by and between THE BOEING COMPANY, a Delaware corporation with principal offices in Seattle, Washington, **(Boeing)** and SOUTHWEST AIRLINES CO., a Texas corporation with principal offices in Dallas, Texas **(Buyer)**;

Buyer and Boeing entered into Purchase Agreement No. 1810 dated January 19, 1994, as amended and supplemented, **(Purchase Agreement)** relating to the purchase and sale of Boeing Model 737-7H4 aircraft **(737-7H4 Aircraft)** and 737-8H4 aircraft **(737-8H4 Aircraft)**; and this Supplemental Agreement is an amendment to and is incorporated into the Purchase Agreement:

WHEREAS, Boeing and Buyer agree to amend the Purchase Agreement by substituting the purchase of five (5) Boeing Model 737-800 aircraft in place of the five (5) undelivered firm Block 700LUV Aircraft identified in the table immediately below pursuant to Letter Agreement SWA-PA-1810-LA-1105883, "Aircraft Model Substitution," to the Purchase Agreement. In addition, the parties agree to revise the MSN for the Block 700LUV Aircraft with delivery month of October 2014 that was previously identified as 36934.

Delivery Month	Quantity	Manufacturer Serial Number (MSN)
Oct-2014	1	38806 (previously 36934)
Nov-2014	2	36971, 37043
Dec-2014	2	37045, 37037

WHEREAS, Boeing and Buyer agree to amend the Purchase Agreement by revising the delivery month of eight (8) Block 700LUV Aircraft as identified in the table immediately below.

*****Pursuant to 17 CFR 240.24b-2, confidential information has been omitted and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application filed with the Commission.**

P.A. No. 1810

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Delivery Month	Revised Delivery Month	MSN
Jan-2017	Feb-2017	36970
Jul-2017	Mar-2017	36946
Jul-2017	Mar-2017	36949
Aug-2017	May-2017	36944
Jun-2018	Mar-2018	36928
Jun-2018	Apr-2018	36952
Aug-2018	Apr-2018	36954
Sep-2018	May-2018	36957

WHEREAS, Boeing and Buyer agree to amend the Purchase Agreement by substituting the purchase of thirty (30) Boeing Model 737-8 aircraft in place of the thirty (30) undelivered firm Block 700LUV Aircraft identified in the table immediately below (**Subject Firm Aircraft**) pursuant to Letter Agreement 6-1162-KJJ-057, "Product Development Matters," to the Purchase Agreement. The Subject Firm Aircraft will be moved to Purchase Agreement No. PA-03729 between Boeing and Buyer together with certain business considerations applicable to the Subject Firm Aircraft.

Delivery Month	Quantity	Manufacturer Serial Number (MSN)
Feb-2017	1	35970
Mar-2017	2	35968, 35972
Apr-2017	1	36736
May-2017	1	33941
Jun-2017	1	35963
Jul-2017	1	36733
Aug-2017	2	36929, 36979
Sep-2017	3	35971, 36930, 36984
Oct-2017	2	36934, 36988
Nov-2017	1	36989
Jan-2018	1	42544
Mar-2018	1	42546
Apr-2018	2	38804, 42547
May-2018	3	38805, 36729, 42548
Jun-2018	2	37019, 42549
Jul-2018	2	37042, 42550
Aug-2018	1	42551
Sep-2018	2	37034, 42552
Oct-2018	1	42553

WHEREAS, Boeing and Buyer agree to amend the Purchase Agreement by substituting the option to purchase forty-one (41) Boeing Model 737-8 aircraft in place of the forty-one (41) undelivered Option Aircraft (as described in Letter Agreement SWA-PA-1810-LA-1105884R1 to the Purchase Agreement) identified in the table immediately below (**Subject Option Aircraft**) pursuant to Letter Agreement 6-1162-KJJ-057, "Product Development Matters," to the Purchase Agreement. The Subject Option Aircraft will be moved to Purchase Agreement No. 3729 between Boeing and Buyer together with certain business considerations applicable to the Subject Option Aircraft.

Delivery Month	Quantity
Jul-2014	1
Aug-2014	2
Sep-2014	2
Jan-2015	1
May-2015	1
Jun-2015	2
Jul-2015	2
Aug-2015	1
Feb-2017	1
Mar-2017	1
Apr-2017	1
Jul-2017	2
Aug-2017	1
Sep-2017	2
Oct-2017	2
Nov-2017	2
Dec-2017	1
Jan-2018	1
Feb-2018	1
Mar-2018	2
Apr-2018	1
Jul-2018	1
Sep-2018	2
Oct-2018	2
Nov-2018	3
Dec-2018	3

WHEREAS, ***

WHEREAS, Boeing and Buyer agree that ***

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Purchase Agreement as follows:

1. The Table of Contents of the Purchase Agreement is deleted in its entirety and a new Table of Contents is attached hereto and incorporated into the Purchase Agreement by this reference.
2. Table 1a, "Aircraft Delivery, Description, Price and Advance Payments – Block 700LUV Aircraft," to the Purchase Agreement is deleted in its entirety and a new Table 1b is attached hereto and incorporated into the Purchase Agreement by this reference.
3. Table 1c, "Aircraft Information Table – Block 800LUV Aircraft (non-ETOPS Configuration)," to the Purchase Agreement is deleted in its entirety and a new Table 1b is attached hereto and incorporated into the Purchase Agreement by this reference.
4. Attachment B to Exhibit E, "Buyer Furnished Equipment Variables," of the Purchase Agreement is deleted in its entirety and a new Attachment B (identified by "SA-83") is attached hereto and incorporated into the Purchase Agreement by this reference.
5. Letter Agreement SWA-PA-1810-LA-1001315R1, *** to the Purchase Agreement is deleted in its entirety and replaced with a revised Letter Agreement SWA-PA-1810-LA-1003490R2, attached hereto and incorporated in the Purchase Agreement by this reference.
6. Attachment A to Letter Agreement No. SWA-PA-1810-LA-1001315R2, ***to the Purchase Agreement is deleted in its entirety and a new Attachment A (identified by "SA-83") is attached hereto and incorporated into the Purchase Agreement by this reference.
7. Attachment B to Letter Agreement No. SWA-PA-1810-LA-1105884R1, "Option Aircraft," to the Purchase Agreement is deleted in its entirety and a new Attachment B (identified by "SA-83") is attached hereto and incorporated into the Purchase Agreement by this reference.
8. Letter Agreement SWA-PA-1810-LA-11105885, *** to the Purchase Agreement is deleted in its entirety and replaced with a revised Letter Agreement SWA-PA-1810-LA-11105885R1, attached hereto and incorporated in the Purchase Agreement by this reference.
9. Letter Agreement SWA-PA-1810-LA-1105888R2, *** to the Purchase Agreement is deleted in its entirety and replaced with a revised Letter Agreement SWA-PA-1810-LA-1105888R3, attached hereto and incorporated in the Purchase Agreement by this reference.

New Letter Agreement SWA-PA-01810/03729-LA-1301169, *** is attached hereto and, by this reference, incorporated into the Purchase

Agreement, ***

10. If Buyer owes Boeing any additional Advance Payment amounts as a result of the execution of this Supplemental Agreement, Buyer will pay such amounts to Boeing. If as a result of the execution of this Supplemental Agreement, there is any excess in Advance Payments made by Buyer to Boeing, Boeing will retain such excess amounts until the next Advance Payment is due, at which time Buyer may reduce the amount of such Advance Payment by the amount of such excess. A reconciliation regarding changes in Advance Payments arising from this Supplemental Agreement will be provided separately to Buyer by Boeing.

11. This Supplemental Agreement is contingent upon the prior execution of Supplemental Agreement No. 82 to the Purchase Agreement and must be executed by Boeing and Customer concurrently with Supplemental Agreement No. 2 to Purchase Agreement No. PA-03729 on or before **May 17, 2013**.

The Purchase Agreement will be deemed to be supplemented to the extent herein provided and as so supplemented will continue in full force and effect.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY SOUTHWEST AIRLINES CO.

By: /s/ Jeff Solomon
Its: Attorney-In-Fact

By: /s/ Michael Van de Ven
Its: Executive Vice President

P.A. No. 1810

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A-6	Aircraft Configuration – Block 800LUV Aircraft	SA-75
A-7	Aircraft Configuration – Block 800LUV Aircraft (non-ETOPS Configuration)	SA-82
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6-1162-RLL-941R3	Other Matters	SA-75
6-1162-KJJ-055R1	Structural Matters	SA-25
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ADDITIONAL LETTERS (FOR REFERENCE) – INACTIVE (as of SA-82)

6-1162-MSA-288	Business Offer – Enhanced Ground Proximity Warning System (EGPWS) – Activation – Peaks and Obstacles Feature (Not applicable to Block 700LUV & Block 800LUV Aircraft)
6-1162-JMG-501R2	Business Offer – ACARS package (Not applicable to Block 700LUV & Block 800LUV Aircraft)

INACTIVE / DELETED TABLES, EXHIBITS, AND LETTER AGREEMENTS

TABLE

Table	Title	Last Updated under SA	Current Status
1	Aircraft Information Table	SA-75	Inactive
2	Option Aircraft Information Table	SA-74	Deleted under SA-75

EXHIBITS

Exhibits	Title	Last Updated under SA	Current Status
A	Aircraft Configuration – 737-700	SA-36	Inactive
A-Winglet	Aircraft Configuration	SA-36	Inactive
A-1-Winglet	Aircraft Configuration	SA-36	Inactive
A-1A	Aircraft Configuration - 737-700 Block T-W-2c	SA-36	Inactive
A-2	Aircraft Configuration - 737-700 Block T-W-2 / T-W-2a	SA-47	Inactive
A-3	Aircraft Configuration - 737-700 Block T-W-2 / T-W-2a	SA-61	Inactive

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E.2	737-800 Buyer Furnished Equipment Provisions Document	SA-73	Deleted under SA-75

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6-1162-RLL-933R21	Option Aircraft	SA-60	Deleted under SA-75
6-1162-RLL-935R1	Performance Guarantees	SA-1	Inactive
6-1162-RLL-936R4	Certain Contractual Matters	SA-4	Inactive
6-1162-RLL-937	Alternate Advance Payment Schedule		Inactive
6-1162-RLL-938	***		Inactive
6-1162-RLL-939R1	Certification Flight Test Aircraft	SA-1	Inactive
6-1162-RLL-940R1	Training Matters	SA-1	Inactive
6-1162-RLL-942	Open Configuration Matters		Inactive
6-1162-RLL-943R1	Substitution Rights	SA-6	Deleted under SA 75
6-1162-RLL-944	***		Inactive
6-1162-RLL-945	Comparison of 737-7H4 and 737-3H4 Block Fuel Burn		Inactive
6-1162-RLL-1855R3	Additional Contractual Matters	SA-4	Inactive
6-1162-RLL-1856	***	SA-1	Inactive
6-1162-RLL-1857	Service Ready Validation Program Field Test	SA-1	Inactive
6-1162-RLL-1858R1	Escalation Matters	SA-4	Inactive
6-1162-RLL-2036	Amortization of Costs for Customer Unique Changes	SA-1	Inactive

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6-1162-RLL-2037	Reconciliation of the Aircraft Basic Price	SA-1	Inactive
6-1162-RLL-2073	Maintenance Training Matters	SA-1	Inactive
6-1162-KJJ-058R1	Additional Substitution Rights	SA-71	Deleted under SA-75
6-1162-KJJ-150	Flight Control Computer & Mode Control Panel Spares Matter	SA-14	Inactive
6-1162-MSA-185R3	Delivery Change Contractual Matters	SA-21	Inactive
6-1162-JMG-747R1	***	SA-36	Inactive
6-1162-CHL-217	Rescheduled Flight Test Aircraft	SA-32	Inactive
6-1162-NIW-606R1	***	SA-36	Inactive
6-1162-NIW-640	Early Delivery of Two April 2004 Aircraft	SA-35	Inactive
6-1162-NIW-889	Warranty - Exterior Color Schemes and Markings for YA143 and on	SA-39	Inactive
6-1162-NIW-1142	***	SA-43	Inactive
6-1162-NIW-1369	***	SA-46	Inactive
6-1162-NIW-1983	***	SA-62	Inactive
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6-1162-KJJ-054R2	Business Matters	SA-75	Inactive
6-1162-JMG-669R9	***	SA-75 SA-75 SA-54	Inactive
SWA-PA-1810-LA-02710R1	***	SA-72	Inactive

Table 1a to
Purchase Agreement No. PA-1810
Aircraft Delivery, Description, Price and Advance Payments
Block 700LUV Aircraft

Airframe Model/MTOW:	737-700	154500 pounds	Detail Specification:	D019A001SWA37P-1 Rev New	
Engine Model/Thrust:	CFM56-7B24	24000 pounds	Base Aircraft Price Base Year/Escalation Formula:	Jul-11	ECI-MFG/CPI
Base Aircraft Price:		***	Engine Price Base Year/Escalation Formula:	N/A	N/A
Special Features:		***			
Sub-Total of Aircraft Base Price and Features:		***	<u>Aircraft Price Escalation Data:</u>		
Engine Price (Per Aircraft):		***	Base Year Index (ECI):		***
Aircraft Basic Price (Excluding BFE/SPE):		***	Base Year Index (CPI):		***
Buyer Furnished Equipment (BFE) Estimate:		***			
Seller Purchased Equipment (SPE) Estimate:		***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Aircraft Serial Number		Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Jan-2015	2	***	36899, 42535		***	***	***	***	***
Feb-2015	3	***	36901, 36722, 42536		***	***	***	***	***
Mar-2015	4	***	36902, 36936, 36727, 42537		***	***	***	***	***
Apr-2015	4	***	36649, 36652, 38815, 42538		***	***	***	***	***
May-2015	3	***	36903, 38817, 42539		***	***	***	***	***
Jun-2015	3	***	36906, 36654, 42540		***	***	***	***	***
Jul-2015	2	***	36655, 42541		***	***	***	***	***
Aug-2015	3	***	36656, 35967, 42542		***	***	***	***	***
Sep-2015	3	***	36657, 36730, 42543		***	***	***	***	***
Oct-2015	3	***	36937, 35974, 33940		***	***	***	***	***
Nov-2015	3	***	35975, 36715, 36940		***	***	***	***	***
Dec-2015	3	***	36941, 36734, 35976		***	***	***	***	***
Jan-2016	2	***	36650, 36735		***	***	***	***	***
Feb-2016	3	***	36904, 36932, 36737		***	***	***	***	***
Mar-2016	2	***	36651, 36738		***	***	***	***	***
Apr-2016	3	***	36653, 36938, 36723		***	***	***	***	***

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Table 1a to
Purchase Agreement No. PA-1810
Aircraft Delivery, Description, Price and Advance Payments
Block 700LUV Aircraft

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Aircraft Serial Number		Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
May-2016	3	***	36658, 36939, 33937		***	***	***	***	***
Jun-2016	1	***	36916		***	***	***	***	***
Jul-2016	3	***	36921, 36945, 33942		***	***	***	***	***
Aug-2016	4	***	36678, 36661, 35965, 36728		***	***	***	***	***
Sep-2016	3	***	36977, 36923, 41530		***	***	***	***	***
Oct-2016	3	***	36666, 38812, 38813		***	***	***	***	***
Nov-2016	3	***	36670, 38814, 41531		***	***	***	***	***
Dec-2016	1	***	38816		***	***	***	***	***
Jan-2017	2	***	42532, 36910	Note 1	***	***	***	***	***
Feb-2017	2	***	36969, 36970		***	***	***	***	***
Feb-2017	1	***	36922	Note 1	***	***	***	***	***
Mar-2017	1	***	36972		***	***	***	***	***
Mar-2017	2	***	36946, 36949	Note 1	***	***	***	***	***
Apr-2017	1	***	36974		***	***	***	***	***
Apr-2017	1	***	36927	Note 1	***	***	***	***	***
May-2017	1	***	36975		***	***	***	***	***
May-2017	2	***	36925, 36944	Note 1	***	***	***	***	***
Jun-2017	1	***	36976		***	***	***	***	***
Jun-2017	1	***	36943	Note 1	***	***	***	***	***
Jan-2018	1	***	36926	Note 1	***	***	***	***	***
Feb-2018	1	***	42545		***	***	***	***	***
Feb-2018	1	***	42533	Note 1	***	***	***	***	***
Mar-2018	2	***	42534, 36928	Note 1	***	***	***	***	***
Apr-2018	3	***	36968, 36952, 36954	Note 1	***	***	***	***	***
May-2018	2	***	36951, 36957	Note 1	***	***	***	***	***

Total: 92

Notes:

1) The Advance Payment Base Price is determined using the escalation factor from Boeing's 4th Qtr 2011 forecast.

Table 1c to
Purchase Agreement No. PA-1810
Aircraft Delivery, Description, Price and Advance Payments
Block 800LUV Aircraft (non-ETOPS Configuration)

Airframe Model/MTOW:	737-800	174200 pounds		Detail Specification:	D019A001SWA38P-1 Rev C (3/29/2013)	
Engine Model/Thrust:	CFM56-7B27	27300 pounds	<i>Note 1</i>	Base Aircraft Price Base Year/Escalation Formula:	Jul-11	ECI-MFG/CPI
Base Aircraft Price:		***		Engine Price Base Year/Escalation Formula:	N/A	N/A
Special Features:	***					
Add'l Features/Changes	***					
Total Special Features (Exhibit A-7)		***				
Sub-Total of Airframe and Features:		***		<u>Aircraft Price Escalation Data:</u>		
Engine Price (Per Aircraft):		***		Base Year Index (ECI):		***
Aircraft Basic Price (Excluding BFE/SPE):		***		Base Year Index (CPI):		***
Buyer Furnished Equipment (BFE) Estimate:		***				
Seller Purchased Equipment (SPE) Estimate:		***				

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Aircraft Serial Number	Escalation Forecast	Sub-Block Note 2	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Sep-2013	1	***	36933	***		***	***	***	***	***
Oct-2013	2	***	36912, 36914	***		***	***	***	***	***
Nov-2013	3	***	36915, 33939, 42526	***		***	***	***	***	***
Dec-2013	3	***	36917, 36919, 36731	***		***	***	***	***	***
Mar-2014	1	***	37004	***		***	***	***	***	***
Apr-2014	4	***	42384, 36894, 36895, 36896	***		***	***	***	***	***
May-2014	3	***	36897, 42385, 42521	***		***	***	***	***	***
Jun-2014	3	***	36898, 36905, 42522	***		***	***	***	***	***
Jun-2014	2	***	tbd, tbd	***	OPEX	***	***	***	***	***
Jul-2014	2	***	42523, 36911	***		***	***	***	***	***
Jul-2014	3	***	tbd, tbd, tbd	***	OPEX	***	***	***	***	***
Aug-2014	4	***	36907, 42524, 35973, 42525	***		***	***	***	***	***

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Table 1c to
Purchase Agreement No. PA-1810
Aircraft Delivery, Description, Price and Advance Payments
Block 800LUV Aircraft (non-ETOPS Configuration)

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Aircraft Serial Number	Escalation Forecast	Sub-Block Note 2	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Sep-2014	4	***	36935, 42528, 42527, 42531	***		***	***	***	***	***
Oct-2014	3	***	36909, 36732, 36920	***		***	***	***	***	***
Oct-2014	1	***	38806	***		***	***	***	***	***
Nov-2014	2	***	36971, 37043	***		***	***	***	***	***
Dec-2014	2	***	37037, 37045	***		***	***	***	***	***
Dec-2014	2	***	42529, 42530	***		***	***	***	***	***

Total: 45

Notes:

- 1) ***
- .
- 2) The sub-block identifier is used to denote applicability of certain business terms as referenced in Letter Agreement SWA-PA-1810-LA-1105888R2 to the Purchase Agreement.

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BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 737-7H4 and 737-8H4 AIRCRAFT

This Attachment B to Exhibit E of Purchase Agreement No. 1810 contains supplier selection dates, preliminary on-dock dates and other requirements applicable to the 737-7H4 Aircraft and 737-8H4 Aircraft.

1. Supplier Selection for 737-8H4 Aircraft.

Buyer will select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	<u>March 1, 2011 Completed</u>
Galley Inserts	<u>March 1, 2011 Completed</u>
Seats (passenger)	<u>January 17, 2011 Completed</u>
Miscellaneous Emergency Equipment	<u>March 1, 2011 Completed</u>

2. Preliminary On-dock Dates for 737-7H4 Aircraft & 737-8H4 Aircraft.

For planning purposes, preliminary BFE on-dock dates are set forth below:

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>						
<u>Item</u>	<u>Mar 2012</u>	<u>Apr 2012</u>	<u>May 2012</u>	<u>Jun-2012</u>	<u>Jul 2012</u>	<u>Aug 2012</u>	<u>Sep 2012</u>
Seats	1/23/2012	2/21/2012	3/22/2012	4/20/2012	5/22/2012	6/21/2012	7/23/2012
Galleys/Furnishings	1/16/2012	2/14/2012	3/15/2012	4/13/2012	5/15/2012	6/14/2012	7/16/2012
Antennas & Mounting Equipment	11/23/2011	12/21/2011	1/23/2012	2/20/2012	3/22/2012	4/20/2012	5/23/2012
Avionics	1/16/2012	2/14/2012	3/15/2012	4/13/2012	5/15/2012	6/14/2012	7/16/2012
Cabin Systems Equipment	1/16/2012	2/14/2012	3/15/2012	4/13/2012	5/15/2012	6/14/2012	7/16/2012
Miscellaneous Emergency Equipment	1/16/2012	2/14/2012	3/15/2012	4/13/2012	5/15/2012	6/14/2012	7/16/2012
Textiles/Raw Material	9/29/2011	10/28/2011	12/1/2011	1/10/2012	2/9/2012	3/9/2012	4/9/2012
Cargo Systems (Single Aisle Programs)	1/3/2012	1/31/2012	3/1/2012	3/30/2012	5/1/2012	5/31/2012	7/2/2012
Provision Kits (Single Aisle Programs)	9/2/2011	9/30/2011	11/1/2011	11/30/2011	1/3/2012	1/31/2012	3/2/2012
Radomes (Single Aisle Programs)	12/16/2011	1/13/2012	2/15/2012	3/13/2012	4/16/2012	5/14/2012	6/15/2012

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>						
<u>Item</u>	<u>Oct 2012</u>	<u>Nov 2012</u>	<u>Dec 2012</u>	<u>Jan-2013</u>	<u>Feb-2013</u>	<u>Mar-2013</u>	<u>Apr-2013</u>
Seats	8/23/2012	9/20/2012	10/23/2012	11/20/2012	12/13/2012	1/23/2013	2/20/2013
Galleys/Furnishings	8/16/2012	9/13/2012	10/16/2012	11/13/2012	12/6/2012	1/16/2013	2/13/2013
Antennas & Mounting Equipment	6/22/2012	7/20/2012	8/23/2012	9/20/2012	10/12/2012	11/21/2012	12/20/2012
Avionics	8/16/2012	9/13/2012	10/16/2012	11/13/2012	12/6/2012	1/16/2013	2/13/2013
Cabin Systems Equipment	8/16/2012	9/13/2012	10/16/2012	11/13/2012	12/6/2012	1/16/2013	2/13/2013
Miscellaneous Emergency Equipment	8/16/2012	9/13/2012	10/16/2012	11/13/2012	12/6/2012	1/16/2013	2/13/2013
Textiles/Raw Material	5/10/2012	6/7/2012	7/11/2012	8/8/2012	8/29/2012	10/1/2012	10/29/2013
Cargo Systems (Single Aisle Programs)	8/2/2012	8/30/2012	10/2/2012	10/30/2012	11/21/2012	1/2/2013	1/30/2013
Provision Kits (Single Aisle Programs)	4/2/2012	4/30/2012	6/1/2012	6/29/2012	7/20/2012	9/4/2012	10/1/2012
Radomes (Single Aisle Programs)	7/16/2012	8/13/2012	9/17/2012	10/12/2012	11/6/2012	12/17/2012	1/13/2013

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>						
<u>Item</u>					<u>Sep 2013</u>	<u>Oct 2013</u>	<u>Nov 2013</u>
Seats					7/23/2013	8/22/2013	9/20/2013
Galleys/Furnishings					7/16/2013	8/15/2013	9/13/2013
Antennas & Mounting Equipment					5/23/2013	6/21/2013	7/19/2013
Avionics					7/16/2013	8/15/2013	9/13/2013
Cabin Systems Equipment					7/16/2013	8/15/2013	9/13/2013
Miscellaneous Emergency Equipment					7/16/2013	8/15/2013	9/13/2013
Textiles/Raw Material					4/9/2013	5/9/2013	6/7/2013
Cargo Systems (Single Aisle Programs)					7/2/2013	8/1/2013	8/30/2013
Provision Kits (Single Aisle Programs)					3/1/2013	4/1/2013	4/30/2013
Radomes (Single Aisle Programs)					6/17/2013	7/15/2013	8/13/2013

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>						
<u>Item</u>	<u>Dec 2013</u>			<u>Mar-2014</u>	<u>Apr 2014</u>	<u>May 2014</u>	<u>Jun 2014</u>
Seats	10/23/2013			1/23/2014	2/20/2014	3/21/2014	4/22/2014
Galleys/Furnishings	10/16/2013			1/16/2014	2/13/2014	3/14/2014	4/15/2014
Antennas & Mounting Equipment	8/23/2013			11/22/2013	12/20/2013	1/21/2014	2/21/2014
Avionics	10/16/2013			1/16/2014	2/13/2014	3/14/2014	4/15/2014
Cabin Systems Equipment	10/16/2013			1/16/2014	2/13/2014	3/14/2014	4/15/2014
Miscellaneous Emergency Equipment	10/16/2013			1/16/2014	2/13/2014	3/14/2014	4/15/2014
Textiles/Raw Material	7/11/2013			10/1/2013	10/29/2013	11/27/2013	1/9/2014
Cargo Systems (Single Aisle Programs)	10/2/2013			1/2/2014	1/30/2014	3/1/2014	4/2/2014
Provision Kits (Single Aisle Programs)	6/3/2013			9/3/2013	9/30/2013	11/1/2013	12/2/2013
Radomes (Single Aisle Programs)	10/11/2013			12/16/2013	1/13/2014	2/14/2014	3/14/2014

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>						
<u>Item</u>	<u>Jul 2014</u>	<u>Aug 2014</u>	<u>Sep 2014</u>	<u>Oct 2014</u>	<u>Nov 2014</u>	<u>Dec 2014</u>	<u>Jan 2015</u>
Seats	5/21/2014	6/20/2014	7/23/2014	8/21/2014	9/23/2014	10/24/2014	11/18/2014
Galleys/Furnishings	5/14/2014	6/13/2014	7/16/2014	8/14/2014	9/16/2014	10/17/2014	11/11/2014
Antennas & Mounting Equipment	3/21/2014	6/13/2014	5/23/2014	6/20/2014	7/23/2014	8/25/2014	9/18/2014
Avionics	5/14/2014	4/21/2014	7/16/2014	8/14/2014	9/16/2014	10/17/2014	11/11/2014
Cabin Systems Equipment	5/14/2014	4/21/2014	7/16/2014	8/14/2014	9/16/2014	10/17/2014	11/11/2014
Miscellaneous Emergency Equipment	5/14/2014	4/21/2014	7/16/2014	8/14/2014	9/16/2014	10/17/2014	11/11/2014
Textiles/Raw Material	2/7/2014	3/10/2014	4/9/2014	5/8/2014	6/10/2014	7/14/2014	8/6/2014
Cargo Systems (Single Aisle Programs)	5/1/2014	5/30/2014	7/2/2014	7/31/2014	9/2/2014	10/3/2014	10/28/2014
Provision Kits (Single Aisle Programs)	1/2/2014	1/30/2014	3/3/2014	3/31/2014	5/2/2014	8/4/2014	6/27/2014
Radomes (Single Aisle Programs)	4/14/2014	5/13/2014	6/16/2014	7/14/2014	8/15/2014	9/17/2014	10/10/2014

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>					
<u>Item</u>	<u>Feb 2015</u>	<u>Mar 2015</u>	<u>Apr 2015</u>	<u>May 2015</u>	<u>Jun 2015</u>	<u>Jul 2015</u>
Seats	12/15/2014	1/22/2015	2/19/2015	3/23/2015	4/22/2015	5/21/2015
Galleys/Furnishings	12/8/2014	1/15/2015	2/12/2015	3/16/2015	4/15/2015	5/14/2015
Antennas & Mounting Equipment	10/15/2014	11/21/2014	12/19/2014	1/23/2015	2/23/2015	3/20/2015
Avionics	12/8/2014	1/15/2015	2/12/2015	3/16/2015	4/15/2015	3/13/2015
Cabin Systems Equipment	12/8/2014	1/15/2015	2/12/2015	3/16/2015	4/15/2015	5/14/2015
Miscellaneous Emergency Equipment	12/8/2014	1/15/2015	2/12/2015	3/16/2015	4/15/2015	5/14/2015
Textiles/Raw Material	8/29/2014	11/17/2014	10/28/2014	12/1/2014	1/9/2015	5/14/2015
Cargo Systems (Single Aisle Programs)	11/24/2014	1/2/2015	1/29/2015	3/2/2015	4/1/2015	4/30/2015
Provision Kits (Single Aisle Programs)	7/24/2014	9/2/2014	9/29/2014	11/2/2015	12/1/2014	12/23/2014
Radomes (Single Aisle Programs)	11/7/2014	12/15/2014	1/12/2015	2/16/2015	3/16/2015	4/14/2015

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>					
<u>Item</u>	<u>Aug 2015</u>	<u>Sep 2015</u>	<u>Oct 2015</u>	<u>Nov 2015</u>	<u>Dec 2015</u>	<u>Jan 2016</u>
Seats	6/22/2015	7/23/2015	8/21/2015	9/22/2015	10/22/2015	11/18/2015
Galleys/Furnishings	6/15/2015	7/16/2015	8/14/2015	9/15/2015	10/15/2015	11/11/2015
Antennas & Mounting Equipment	4/22/2015	5/22/2015	6/22/2015	7/22/2015	8/21/2015	9/18/2016
Avionics	6/15/2015	7/16/2015	8/14/2015	9/15/2015	10/15/2015	11/11/2015
Cabin Systems Equipment	6/15/2015	7/16/2015	8/14/2015	9/15/2015	10/15/2015	11/11/2015
Miscellaneous Emergency Equipment	6/15/2015	7/16/2015	8/14/2015	9/15/2015	10/15/2015	11/11/2015
Textiles/Raw Material	3/10/2015	4/9/2015	5/8/2015	6/9/2015	7/10/2015	8/6/2015
Cargo Systems (Single Aisle Programs)	5/1/2015	7/2/2015	8/1/2015	9/1/2015	10/1/2015	10/28/2015
Provision Kits (Single Aisle Programs)	2/2/2015	3/2/2015	4/1/2015	5/1/2015	6/1/2015	6/29/2015
Radomes (Single Aisle Programs)	5/15/2015	6/16/2015	7/14/2015	8/14/2015	9/15/2015	10/12/2015

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>					
<u>Item</u>	<u>Feb 2016</u>	<u>Mar 2016</u>	<u>Apr 2016</u>	<u>May 2016</u>	<u>Jun 2016</u>	<u>Jul 2016</u>
Seats	12/15/2015	1/21/2016	2/19/2016	3/23/2016	4/21/2016	5/20/2016
Galleys/Furnishings	12/8/2015	1/14/2016	2/12/2016	3/16/2016	4/14/2016	5/13/2016
Antennas & Mounting Equipment	10/15/2015	11/20/2015	12/18/2015	1/22/2016	2/22/2016	3/21/2016
Avionics	12/8/2015	1/14/2016	2/12/2016	3/16/2016	4/14/2016	5/13/2016
Cabin Systems Equipment	12/8/2015	1/14/2016	2/12/2016	3/16/2016	4/14/2016	5/13/2016
Miscellaneous Emergency Equipment	12/8/2015	1/14/2016	2/12/2016	3/16/2016	4/14/2016	5/13/2016
Textiles/Raw Material	8/31/2015	9/29/2015	10/28/2015	12/2/2015	1/11/2016	2/9/2016
Cargo Systems (Single Aisle Programs)	11/24/2015	12/23/2015	1/29/2016	3/2/2016	3/31/2016	4/29/2016
Provision Kits (Single Aisle Programs)	7/24/2015	8/24/2015	9/29/2015	11/2/2015	12/1/2015	12/23/2015
Radomes (Single Aisle Programs)	11/9/2015	12/14/2015	1/12/2016	2/16/2016	3/14/2016	4/13/2016

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>					
<u>Item</u>	<u>Aug 2016</u>	<u>Sep 2016</u>	<u>Oct 2016</u>	<u>Nov 2016</u>	<u>Dec 2016</u>	<u>Jan 2017</u>
Seats	6/22/2015	7/21/2016	8/23/2016	9/22/2016	10/21/2016	11/18/2016
Galleys/Furnishings	6/15/2016	7/14/2016	8/16/2016	9/15/2016	10/14/2016	11/11/2016
Antennas & Mounting Equipment	4/22/2016	5/20/2016	6/23/2016	7/22/2016	8/22/2106	9/19/2016
Avionics	6/15/2016	7/14/2016	8/16/2016	9/15/2016	10/14/2016	11/11/2016
Cabin Systems Equipment	6/15/2016	7/14/2016	8/16/2016	9/15/2016	10/14/2016	11/11/2016
Miscellaneous Emergency Equipment	6/15/2016	7/14/2016	8/16/2016	9/15/2016	10/14/2016	11/11/2016
Textiles/Raw Material	3/10/2016	4/7/2016	5/10/2016	6/9/2016	7/11/2016	8/9/2016
Cargo Systems (Single Aisle Programs)	6/1/2016	7/1/2016	8/2/2016	9/1/2016	10/1/2016	10/28/2016
Provision Kits (Single Aisle Programs)	2/1/2016	3/1/2016	4/1/2016	5/2/2016	6/1/2016	6/28/2016
Radomes (Single Aisle Programs)	5/16/2016	5/13/2016	7/15/2016	8/15/2016	9/14/2016	10/11/2016

	<u>Preliminary On-Dock Dates</u> <u>Month of Delivery</u>					
<u>Item</u>	<u>Feb 2017</u>	<u>Mar 2017</u>	<u>Apr 2017</u>	<u>May 2017</u>	<u>Jun 2017</u>	
Seats	12/14/2016	1/23/2017	2/20/2017	3/23/2017	4/20/2017	
Galleys/Furnishings	12/7/2016	1/16/2017	2/13/2017	3/16/2017	4/13/2017	
Antennas & Mounting Equipment	10/14/2016	11/23/2016	12/20/2016	1/23/2017	2/20/2017	
Avionics	12/7/2016	1/16/2017	2/13/2017	3/16/2017	4/13/2017	
Cabin Systems Equipment	12/7/2016	1/16/2017	2/13/2017	3/16/2017	4/13/2017	
Miscellaneous Emergency Equipment	12/7/2016	1/16/2017	2/13/2017	3/16/2017	4/13/2017	
Textiles/Raw Material	8/30/2016	9/29/2016	10/27/2016	12/1/2016	1/9/2017	
Cargo Systems (Single Aisle Programs)	11/23/2016	1/3/2017	1/30/2017	3/2/2017	3/30/2017	
Provision Kits (Single Aisle Programs)	7/22/2016	9/2/2016	9/30/2016	11/2/2016	11/30/2016	
Radomes (Single Aisle Programs)	12/14/2016	1/23/2017	1/13/2017	2/16/2017	3/13/2017	

Preliminary On-Dock Dates for deliveries from January 2018 to May 2018 are TBD.

Additional Delivery Requirements - Import.

Buyer will be the “**importer of record**” (as defined by the U.S. Customs and Border Protection) for all BFE imported into the United States, and as such, it has the responsibility to ensure all of Buyer’s BFE shipments comply with U.S. Customs Service regulations. In the event Buyer requests Boeing, in writing, to act as importer of record for Buyer’s BFE, and Boeing agrees to such request, Buyer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the “International Shipment Routing Instructions”, including the Customs Trade Partnership Against Terrorism (C-TPAT), as set out on the Boeing website referenced below. Buyer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Buyer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html



SWA-PA-1810-LA-1001315R2

Southwest Airlines Co.
2707 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235

Subject: ***

This Letter Agreement amends Purchase Agreement No. 1810 dated as of January 19, 1994 (the Agreement) between The Boeing Company (Boeing) and Southwest Airlines Co. (Buyer) relating to Model 737-7H4 and 737-8H4 aircraft (Aircraft).

All terms used and not defined herein will have the same meaning as in the Agreement.

1. ***

2. ***

P.A. No. 1810

SA-83

3. ***

P.A. No. 1810

SA-83

4. ***

P.A. No. 1810

SA-83

5. ***

P.A. No. 1810

SA-83

6. Assignment.

Notwithstanding any other provisions of the Agreement, the rights and obligations described in this Letter Agreement, *** have been provided to Buyer and cannot be assigned, in whole or in part.

7. Confidential Treatment

Buyer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Buyer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Buyer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Section) without the prior written consent of Boeing and (c) any auditors and attorneys of Buyer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Section, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Buyer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

P.A. No. 1810

SA-83

Letter Agmt SWA-PA-1810-LA-1001315R2; paragraph 3

<u>No.</u>	<u>Model</u>	<u>Aircraft Block</u>	<u>MSN's</u>	<u>Current Delivery Mo.</u>	<u>Base Year</u>	<u>***</u>
1	737-700	T-W-2b	36962	July-11	1999	***
2	737-700	T-W-2b	36963	July-11	1999	***
3	737-700	T-W-2b	36965	August-11	1999	***
4	737-700	T-W-2b	36967	October-11	1999	***
5	737-800	800LUV	36980	March-12	2011	***
6	737-800	800LUV	36983	April-12	2011	***
7	737-800	800LUV	36985	May-12	2011	***
8	737-800	800LUV	36987	May-12	2011	***
9	737-800	800LUV	36990	July-12	2011	***
10	737-800	800LUV	36992	August-12	2011	***
11	737-800	800LUV	36994	September-12	2011	***
12	737-800	800LUV	37003	November-12	2011	***
13	737-800	800LUV	37009	December-12	2011	***
14	737-800	800LUV	36973	March-13	2011	***
15	737-800	800LUV	36998	March-13	2011	***
16	737-800	800LUV	36908	April-13	2011	***
17	737-800	800LUV	36933	September-13	2011	***
18	737-800	800LUV	42526	November-13	2011	
19	737-800	800LUV	37004	March-14	2011	
20	737-800	800LUV	42521	May-14	2011	
21	737-800	800LUV	42522	June-14	2011	
22	737-800	800LUV	<i>tbd</i>	June-14	2011	
23	737-800	800LUV	<i>tbd</i>	June-14	2011	
24	737-800	800LUV	42523	July-14	2011	
25	737-800	800LUV	<i>tbd</i>	July-14	2011	
26	737-800	800LUV	<i>tbd</i>	July-14	2011	
27	737-800	800LUV	<i>tbd</i>	July-14	2011	
28	737-800	800LUV	42524	August-14	2011	
29	737-800	800LUV	42525	August-14	2011	
30	737-800	800LUV	36935	September-14	2011	
31	737-800	800LUV	42527	September-14	2011	
32	737-800	800LUV	42528	September-14	2011	
33	737-800	800LUV	42531	September-14	2011	
34	737-800	800LUV	36909	October-14	2011	
35	737-700	800LUV	37043	November-14	2011	
36	737-800	800LUV	42529	December-14	2011	
37	737-800	800LUV	42530	December-14	2011	
38	737-700	800LUV	37045	December-14	2011	
39	737-700	800LUV	37037	December-14	2011	
40	737-700	700LUV	42535	January-15	2011	
41	737-700	700LUV	42536	February-15	2011	
42	737-700	700LUV	42537	March-15	2011	
43	737-700	700LUV	42538	April-15	2011	
44	737-700	700LUV	42539	May-15	2011	
45	737-700	700LUV	42540	June-15	2011	
46	737-700	700LUV	42541	July-15	2011	
47	737-700	700LUV	42542	August-15	2011	
48	737-700	700LUV	42543	September-15	2011	

49	737-700	700LUV	36940	November-15	2011
50	737-700	700LUV	36938	April-16	2011
51	737-700	700LUV	36939	May-16	2011
52	737-700	700LUV	36945	July-16	2011
53	737-700	700LUV	36977	September-16	2011
54	737-700	700LUV	42532	January-17	2011
55	737-700	700LUV	36910	January-17	2011
56	737-700	700LUV	36970	February-17	2011
57	737-700	700LUV	36969	February-17	2011
58	737-700	700LUV	36972	March-17	2011
59	737-700	700LUV	36927	April-17	2011
60	737-700	700LUV	36974	April-17	2011
61	737-700	700LUV	36925	May-17	2011
62	737-700	700LUV	36975	May-17	2011
63	737-700	700LUV	36976	June-17	2011
64	737-700	700LUV	36926	January-18	2011
65	737-700	700LUV	42533	February-18	2011
66	737-700	700LUV	42545	February-18	2011
67	737-700	700LUV	42534	March-18	2011
68			<i>tbd</i>		
69			<i>tbd</i>		
70			<i>tbd</i>		
71			<i>tbd</i>		

Attachment B to
Letter Agreement No. SWA-PA-1810-LA-1105884R1
Option Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW:	737-700	154500 pounds	Detail Specification:	D019A001SWA37P-1 Rev New	
Engine Model/Thrust:	CFM56-7B24	24000 pounds	Base Aircraft Price Base Year/Escalation Formula:	Jul-11	ECI-MFG/CPI
Base Aircraft Price:		***	Engine Price Base Year/Escalation Formula:	N/A	N/A
Special Features:		***			
Sub-Total of Aircraft Base Price and Features:		***	Aircraft Price Escalation Data:		
Engine Price (Per Aircraft):		***	Base Year Index (ECI):		***
Aircraft Basic Price (Excluding BFE/SPE):		***	Base Year Index (CPI):		***
Buyer Furnished Equipment (BFE) Estimate:		***			
Seller Purchased Equipment (SPE) Estimate:		***			
Non-Refundable Deposit/Aircraft at Def Agreement:		***			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)			Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Jan-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Jan-2016	1	***			***	***	***	***	***
Jun-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Jul-2016	1	***			***	***	***	***	***
Aug-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Sep-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Oct-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Nov-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Nov-2016	1	***			***	***	***	***	***
Dec-2016	1	***	Deposit paid prior to SA-75		***	***	***	***	***
Dec-2016	2	***			***	***	***	***	***
Jan-2017	2	***			***	***	***	***	***
Feb-2017	1	***			***	***	***	***	***

Attachment B to
Letter Agreement No. SWA-PA-1810-LA-1105884R1
Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)			Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Mar-2017	2	***			***	***	***	***	***
Apr-2017	2	***			***	***	***	***	***
May-2017	2	***			***	***	***	***	***
Jun-2017	1	***			***	***	***	***	***
Dec-2017	2	***	Deposit paid prior to SA-75		***	***	***	***	***
Jan-2018	1	***			***	***	***	***	***
Feb-2018	2	***			***	***	***	***	***
Mar-2018	1	***			***	***	***	***	***
Apr-2018	1	***			***	***	***	***	***
May-2018	2	***			***	***	***	***	***
Jun-2018	2	***			***	***	***	***	***
Jul-2018	1	***			***	***	***	***	***
Aug-2018	2	***			***	***	***	***	***

Total: 36



SWA-PA-1810-LA-1105885R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: a) Purchase Agreement No. 1810 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Buyer**) relating to Model 737-7H4 and 737-8H4 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. Unless otherwise noted, this Letter Agreement is solely applicable to the Block 700LUV Aircraft identified in Table 1a of the Purchase Agreement (**Block 700LUV Aircraft**). All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

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BOEING PROPRIETARY



2. ***

SWA-PA-1810-LA-1105885R1

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BOEING PROPRIETARY



3. ***

4. ***

5. Assignment.

Unless otherwise noted herein, *** This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing.

SWA-PA-1810-LA-1105885R1

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BOEING PROPRIETARY



6. Confidentiality

Buyer understands that certain commercial and financial information contained in this Letter Agreement including any attachments hereto is considered by Boeing as confidential. Buyer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity except as provided in Letter Agreement No. 6-1162-RLL-934, as amended.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13 , 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President



SWA-PA-1810-LA-1105888R3

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235

Subject: ***

Reference: a) Purchase Agreement No. 1810 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Buyer**) relating to Model 737-7H4 and 737-8H4 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. Termination of Agreements relating to Large Area Display System. Boeing and Buyer hereby terminate all agreements relating to the installation of large area display systems on Buyer's 737-300/-500 aircraft in Buyer's fleet (**LADS Project**). *** Boeing and Buyer hereby agree that neither party shall have any further obligations with respect to the LADS Project.

3. ***

SWA-PA-1810-LA-1105888R2

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BOEING PROPRIETARY



*** Aircraft by MSN	
36717	33943
34861	33925
33923	36724
36718	33917
33929	34479
36399	34862
33927	35110
33928	33918
35109	33930
35788	33931
36091	33921
33926	33922
33919	36725
33934	33933
33924	36716

4. Assignment.

The business terms described in this Letter Agreement are provided *** in consideration of Buyer's taking title to the Firm Aircraft and Option Aircraft at time of delivery and becoming the operator of the Firm Aircraft and Option Aircraft. Under no circumstances will Buyer be permitted to assign the business terms set forth herein.

5. Confidentiality.

Buyer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Buyer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Buyer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this paragraph) without the prior written consent of Boeing and (c) any auditors and attorneys of Buyer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this paragraph, or are otherwise bound by a



confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Buyer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

SWA-PA-1810-LA-1105888R3

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BOEING PROPRIETARY



SWA-PA-01810/03729-LA-1301169

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235

Subject: ***

Reference: (a) Purchase Agreement No. 1810 between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-700 and 737-800 aircraft (**NG Purchase Agreement**)
(b) Purchase Agreement No. 3729 between Boeing and Customer relating to Model 737-7 and 737-8 aircraft (**MAX Purchase Agreement**)
(c) Letter Agreement SWA-PA-01810-LA-1105884, "Option Aircraft", (**Option Letter Agreement**).

This letter agreement (**Letter Agreement**) amends and supplements the NG Purchase Agreement and MAX Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the NG Purchase Agreement and MAX Purchase Agreement.

1. ***

2. ***

SWA-PA-03729-LA-01810/1301169

BOEING PROPRIETARY

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3. ***

4. Assignment.

The business terms described in this Letter Agreement are provided *** in consideration of Customer's taking title to the Firm Aircraft and Option Aircraft at time of delivery and becoming the operator of the Firm Aircraft and Option Aircraft. Under no circumstances will Customer be permitted to assign the business terms set forth herein.



5. Confidentiality

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this paragraph) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this paragraph, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13 , 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

SUPPLEMENTAL AGREEMENT NO. 1

to

Purchase Agreement No. 3729

between

THE BOEING COMPANY

and

SOUTHWEST AIRLINES CO.

Relating to Boeing Model 737-8 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of May 13, 2013, is made between THE BOEING COMPANY, a Delaware corporation (**Boeing**), and SOUTHWEST AIRLINES CO. a Texas corporation (**Customer**);

Customer and Boeing entered into Purchase Agreement Number PA-03729 dated December 13, 2011 as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing Model 737-8 aircraft; and this Supplemental Agreement No. 1 is an amendment to and is incorporated into the Purchase Agreement:

WHEREAS, Customer and Boeing desire to amend the Purchase Agreement to i) add reference to letter agreement number SWA-PA-03729-LA-1209080, ***, which was previously executed on July 8, 2012; ii) revise certain terms of letter agreement number SWA-PA-03729-LA-1106481, ***; and iii) add letter agreement number SWA-PA-03729-LA-1210419, ***;

NOW, THEREFORE, the parties agree that the Purchase Agreement is amended as set forth below and otherwise agree as follows:

1. The Table of Contents is deleted in its entirety and a new Table of Contents is attached hereto and incorporated into the Purchase Agreement by this reference.
2. Letter Agreement SWA-PA-03729-LA-1106481, ***, is deleted in its entirety and replaced with a revised Letter Agreement SWA-PA-03729-LA-1106481R1, attached hereto and incorporated into the Purchase Agreement by this reference.
3. To document its previous execution and as an administrative matter, Letter Agreement SWA-PA-03729-LA-1209080, *** and dated July 8, 2012 is hereby added and, by this reference, is incorporated into the Purchase Agreement.

*****Pursuant to 17 CFR 240.24b-2, confidential information has been omitted and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application filed with the Commission.**

4. Letter Agreement SWA-PA-03729-LA-1210419, ***, is hereby added and, by this reference, is incorporated into the Purchase Agreement.
5. The Purchase Agreement is amended as set forth above, and all other terms and conditions of the Purchase Agreement remain unchanged and are in full force and effect.
6. This Supplemental Agreement must be executed by Boeing and Customer on or before **May 15, 2012**.

AGREED AND ACCEPTED this

May 13, 2013

Date

THE BOEING COMPANY

SOUTHWEST AIRLINES CO.

/s/ Jeff Solomon

Signature

/s/ Michael Van de Ven

Signature

Jeffery J. Solomon

Printed name

Michael Van de Ven

Printed name

Attorney-in-Fact

Title

Executive Vice President

Title

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SA-1



SWA-PA-03729-LA-1106481R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. ***

3. ***

SWA-PA-03729-LA-1106481R1



4. ***

5. ***

6. ***

7. Assignment.

7. Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in

SWA-PA-03729-LA-1106481**R1**

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BOEING PROPRIETARY



consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

8. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By Michael Van de Ven

Its Executive Vice President

SWA-PA-03729-LA-1106481R1

BOEING PROPRIETARY



SWA-PA-03729-LA-1209080

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. Assignment.

This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing.

3. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees

SWA-PA-03729-LA-1209080

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BOEING PROPRIETARY



to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 8, 2012

SOUTHWEST AIRLINES CO.

By _____

Its EVP & Chief Operating Officer

SWA-PA-03729-LA-1209080



to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By _____
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: _____, 2012

SOUTHWEST AIRLINES CO.

By /s/ Laura Wright
Its _____



SWA-PA-03729-LA-1210419

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

SWA-PA-03729-LA-1210419

LA Page 1

BOEING PROPRIETARY



3. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

SWA-PA-03729-LA-1210419

BOEING PROPRIETARY

LA Page 2

SUPPLEMENTAL AGREEMENT NO. 2

to

Purchase Agreement No. 3729

between

THE BOEING COMPANY

and

SOUTHWEST AIRLINES CO.

Relating to Boeing Model 737-8 and 737-7 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of May 13, 2013, is made between THE BOEING COMPANY, a Delaware corporation (**Boeing**), and SOUTHWEST AIRLINES CO. a Texas corporation (**Customer**);

Customer and Boeing entered into Purchase Agreement Number PA-03729 dated December 13, 2011 as amended and supplemented (**Purchase Agreement**), relating to the purchase and sale of Boeing Model 737-8 aircraft; and this Supplemental Agreement No. 2 is an amendment to and is incorporated into the Purchase Agreement:

WHEREAS, Boeing and Customer agree to amend the Purchase Agreement to document Customer's substitution of thirty (30) firm Model 737-700 aircraft (**Substitution Aircraft**) to firm Model 737-8 aircraft (**New Firm -8 Aircraft**), exercised pursuant to the terms of SA-83 to Purchase Agreement No. 1810 between Customer and Boeing (**SA-83**);

WHEREAS, Boeing and Customer agree to amend the Purchase Agreement to document Customer's substitution of forty-one (41) Model 737-700 option aircraft to Model 737-8 option aircraft (**New Option -8 Aircraft**), exercised pursuant to the terms of SA-83;

WHEREAS, Boeing and Customer agree that Customer will be the launch customer for the Model 737-7 aircraft and, accordingly, Customer elects to exercise its right to substitute thirty (30) firm Model 737-8 aircraft to Model 737-7 aircraft (**New Firm -7 Aircraft**) in accordance with Letter Agreement SWA-PA-03729-LA-1106471, "Substitute Aircraft";

WHEREAS, Boeing and Customer agree to amend the Purchase Agreement to revise the scheduled delivery stream and identify nominal delivery months for the aircraft;

WHEREAS, Boeing and Customer agree to amend the Purchase Agreement to make certain of its terms applicable to 737-7 Aircraft;

*****Pursuant to 17 CFR 240.24b-2, confidential information has been omitted and has been filed separately with the Securities and Exchange Commission pursuant to a Confidential Treatment Application filed with the Commission.**

NOW, THEREFORE, the parties agree that the Purchase Agreement is amended as set forth below and otherwise agree as follows:

1. The cover page and Table of Contents of the Purchase Agreement are deleted in their entirety and a new cover page and Table of Contents are attached hereto and incorporated into the Purchase Agreement by this reference, which reflect the addition of the Model 737-7 aircraft.
2. Article 1 of the Purchase Agreement is deleted in its entirety and a new Article 1 is attached hereto and incorporated into the Purchase Agreement by this reference, which reflects (i) the addition of Model 737-7 aircraft, (ii) reference to new Exhibits A1 and A2 and (iii) reference to new Tables 1A and 1B.
3. Article 4 of the Purchase Agreement is deleted in its entirety and a new Article 4 is attached hereto and incorporated into the Purchase Agreement by this reference, which reflects the addition of Model 737-7 aircraft.
4. Table 1, "Aircraft Delivery, Description, Price and Advance Payments", to the Purchase Agreement is deleted in its entirety.
5. Table 1A, "737-8 Aircraft Delivery, Description, Price and Advance Payments", to the Purchase Agreement is hereby added and is incorporated into the Purchase Agreement by this reference. Table 1A (i) adds the New Firm -8 Aircraft, (ii) accelerates the scheduled delivery of certain 2018 and 2019 737-8 Aircraft, (iii) identifies the Nominal Delivery Month for each 737-8 Aircraft and (iv) designates blocks of 737-8 Aircraft to differentiate applicable business terms.
6. Table 1B, "737-7 Aircraft Delivery, Description, Price and Advance Payments", to the Purchase Agreement is hereby added and, by this reference, is incorporated in the Purchase Agreement. Table 1B contains description, price, advance payment and Nominal Delivery Month information for the 737-7 Aircraft.
7. Exhibit A, "Aircraft Configuration", to the Purchase Agreement is deleted in its entirety.
8. New Exhibit A1, "737-8 Aircraft Configuration", is attached hereto and incorporated into the Purchase Agreement by this reference, containing the aircraft configuration for 737-8 Aircraft.
9. New Exhibit A2, "737-7 Aircraft Configuration", is attached hereto and incorporated into the Purchase Agreement by this reference, containing the aircraft configuration for 737-7 Aircraft.
10. New Supplemental Exhibit CS1-7MAX, "Customer Support Variables", is attached hereto and incorporated into the Purchase Agreement by this reference, containing the customer support variables applicable to the 737-7 Aircraft.
11. Letter Agreement SWA-PA-03729-LA-1106463, "Open Matters", is deleted in its entirety and replaced with the attached revised Letter Agreement SWA-PA-03729-LA-1106463R1, "Open Matters", which reflects the addition of the Model 737-7 Aircraft.
12. Letter Agreement SWA-PA-03729-LA-1106469, ***, is deleted in its entirety and replaced with the attached revised Letter Agreement SWA-PA-03729-LA-1106469R1, ***, which reflects the addition of the Model 737-7 Aircraft.

13. Letter Agreement SWA-PA-03729-LA-1106470, ***, is deleted in its entirety and replaced with the attached revised Letter Agreement SWA-PA-03729-LA-1106470R1, ***, which reflects the addition of the Model 737-7 aircraft.
14. Letter Agreement SWA-PA-03729-LA-1106471, "Substitute Aircraft", is deleted in its entirety and replaced with the attached revised Letter Agreement SWA-PA-03729-LA-1106471R1, "Substitute Aircraft", which removes language made superfluous by this Supplemental Agreement.
15. Letter Agreement SWA-PA-03729-LA-1106472, ***, is deleted in its entirety and replaced with the attached revised Letter Agreement SWA-PA-03729-LA-1106472R1, ***, which revises the quantity of Eligible Aircraft and updates document references consistent with this Supplemental Agreement.
16. Attachment 1 to Letter Agreement SWA-PA-03729-LA-1106474, "Option Aircraft", is deleted in its entirety and replaced with a new Attachment 1 (identified by "SA-2") attached hereto and incorporated into the Purchase Agreement by this reference. This new Attachment 1 reflects the addition of the New Option -8 Aircraft and designates a block of Option Aircraft to differentiate applicable business terms.
17. Letter Agreement SWA-PA-03729-LA-1106479, ***, is deleted in its entirety and replaced with the attached revised and re-titled Letter Agreement SWA-PA-03729-LA-1106479R1, ***, which reflects the addition of the Model 737-7 Aircraft.
18. Letter Agreement SWA-PA-03729-LA-1106480, ***, is deleted in its entirety and replaced with the attached revised Letter Agreement SWA-PA-03729-LA-1106480R1, ***, which reflects the addition of the Model 737-7 Aircraft.
19. Letter Agreement SWA-PA-03729-LA-1106481R1, *** is deleted in its entirety and replaced with the attached revised Letter Agreement SWA-PA-03729-LA-1106481R2, ***, which reflects the addition of the Model 737-7 aircraft.
20. Attachment A to Letter Agreement SWA-PA-03729-LA-1106484, ***, is deleted in its entirety and replaced with a new Attachment A, which reflects the revised aircraft delivery stream extending through 2024.
21. Attachment B to Letter Agreement SWA-PA-03729-LA-1106484, ***, is deleted in its entirety and replaced with a new Attachment B, which reflects the revised aircraft delivery stream extending through 2024.
22. Page 1 or Page 2, as applicable, of each of the following Exhibits, Supplemental Exhibits and Letter Agreements are hereby deleted and replaced with the attached pages, which include revisions to add reference to 737-7 Aircraft:

<u>EXHIBIT</u>	
B	Aircraft Delivery Requirements and Responsibilities
<u>SUPPLEMENTAL EXHIBITS</u>	
AE1	Escalation Adjustment/Airframe and Optional Features
BFE1	BFE Variables

EE1
SLP1

Engine Escalation/Engine Warranty and Patent Indemnity
Service Life Policy Components

LETTER AGREEMENTS

SWA-PA-03729-LA-1106464	***
SWA-PA-03729-LA-1106465	***
SWA-PA-03729-LA-1106468	***
SWA-PA-03729-LA-1106476	***
SWA-PA-03729-LA-1106477	***
SWA-PA-03729-LA-1106482	***
SWA-PA-03729-LA-1106483	***
SWA-PA-03729-LA-1106484	***
SWA-PA-03729-LA-1106485	***

23. New Letter Agreement SWA-PA-03729-LA-1300943, ***, is attached hereto and, by this reference, incorporated into the Purchase Agreement, ***.

24. New Letter Agreement SWA-PA-03729-LA-1301168, ***, is attached hereto and, by this reference, incorporated into the Purchase Agreement, ***.

25. New Letter Agreement SWA-PA-01810/03729-LA-1301169, ***, is attached hereto and, by this reference, incorporated into the Purchase Agreement, ***.

26. New Letter Agreement SWA-PA-03729-LA-1301170, ***, is attached hereto and, by this reference, incorporated into the Purchase Agreement, ***.

27. If Customer owes Boeing any additional Advance Payment amounts as a result of the execution of this Supplemental Agreement, Customer will pay such amounts to Boeing. If as a result of the execution of this Supplemental Agreement, there is any excess in Advance Payments made by Customer to Boeing, Boeing will retain such excess amounts until the next Advance Payment is due, at which time Customer may reduce the amount of such Advance Payment by the amount of such excess. A reconciliation regarding changes in Advance Payments arising from this Supplemental Agreement will be provided separately to Customer by Boeing.

28. The Purchase Agreement is amended as set forth above, and all other terms and conditions of the Purchase Agreement remain unchanged and are in full force and effect.

29. This Supplemental Agreement is contingent upon the prior execution of Supplemental Agreement No. 1 to the Purchase Agreement and must be executed by Boeing and Customer concurrently with Supplemental Agreement No. 83 to Purchase Agreement No. 1810 on or before **May 17, 2013**.

AGREED AND ACCEPTED this

May 13, 2013

Date

THE BOEING COMPANY

SOUTHWEST AIRLINES CO.

/s/ Jeff Solomon

Signature

/s/ Michael Van de Ven

Signature

Jeffery J. Solomon

Printed name

Michael Van de Ven

Printed name

Attorney-in-Fact

Title

Executive Vice President

Title

SWA-PA-03729

5

SA-2

BOEING PROPRIETARY

PURCHASE AGREEMENT NUMBER PA-03729

between

THE BOEING COMPANY

and

Southwest Airlines Co.

Relating to Boeing Model 737-8 and 737-7 Aircraft

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ARTICLES

Article 1	Quantity, Model and Description	SA-2
Article 2	Delivery Schedule	
Article 3	Price	
Article 4	Payment	SA-2
Article 5	Additional Terms	

TABLE

1A	737-8 Aircraft Information Table	SA-2
1B	737-7 Aircraft Information Table	SA-2

EXHIBIT

A1	737-8 Aircraft Configuration	SA-2
A2	737-7 Aircraft Configuration	SA-2
B*	Aircraft Delivery Requirements and Responsibilities	

SUPPLEMENTAL EXHIBITS

AE1*	Escalation Adjustment/Airframe and Optional Features	
BFE1*	BFE Variables	
CS1	Customer Support Variables	
CS1-7MAX	Customer Support Variables	SA-2
EE1*	Engine Escalation/Engine Warranty and Patent Indemnity	
SLP1*	Service Life Policy Components	

LETTER AGREEMENTS

SWA-PA-03729-LA-1106463R1	Open Matters	SA-2
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LETTER AGREEMENTS

SWA-PA-03729-LA-1106464*
SWA-PA-03729-LA-1106465*
SWA-PA-03729-LA-1106466
SWA-PA-03729-LA-1106467
SWA-PA-03729-LA-1106468*
SWA-PA-03729-LA-1106469R1
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SWA-PA-03729-LA-1106471R1
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SWA-PA-03729-LA-1106481R2
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SWA-PA-03729-LA-1106483*
SWA-PA-03729-LA-1106484*

SWA-PA-03729-LA-1106485*

TITLES

Substitute Aircraft

Option Aircraft
Attachment 1

Attachment A
Attachment B

SA-2**SA-2****SA-2****SA-2****SA-2****SA-2****SA-2****SA-2****SA-2****SA-2**

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BOEING PROPRIETARY

<u>LETTER AGREEMENTS</u>	<u>TITLES</u>
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SWA-PA-03729-LA-1209080 ***	SA-1
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SWA-PA-03729-LA-1210419 ***	
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SA-1

SWA-PA-03729-LA-1300943 ***	SA-2
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SWA-PA-03729-LA-1301168 ***	SA-2
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SWA-PA-01810/03729-LA-1301169 ***	SA-2
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SWA-PA-03729-LA-1301170 ***	SA-2
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* Denotes revision to Page 1 or Page 2 only to reference 737-7 (SA-2)

SWA-PA-03729

SA-2

Page 4

BOEING PROPRIETARY

Purchase Agreement No. PA-03729

between

The Boeing Company

and

Southwest Airlines Co.

This Purchase Agreement No. PA-03729 between The Boeing Company, a Delaware corporation, (**Boeing**) and Southwest Airlines Co., a Texas corporation, (**Customer**) relating to the purchase and sale of Model 737-8 and 737-7 aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, (**Purchase Agreement**) incorporates the terms and conditions (except as specifically set forth below) of the Aircraft General Terms Agreement dated as of December 13, 2011 between the parties, identified as SWA-AGTA (**AGTA**).

1. Quantity, Model and Description.

The aircraft to be delivered to Customer will be designated as Model 737-8 and 737-7 aircraft (**Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configurations described in Exhibits A1 and A2 (collectively referred to as **Exhibit A**) in the quantities listed in Tables 1A and 1B respectively (collectively referred to as **Table 1**) to the Purchase Agreement.

2. Delivery Schedule.

The scheduled months of delivery of the Aircraft are listed in the attached Table 1. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price is listed in Table 1 and is subject to escalation in accordance with the terms of this Purchase Agreement.

3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in Table 1 were calculated utilizing the latest escalation factors available to Boeing on the date of this Purchase Agreement projected to the scheduled delivery month of each Aircraft.

4. Payment.

4.1 Boeing acknowledges receipt of a deposit in the amount shown in Table 1 for each Aircraft (**Deposit**).

4.2 The standard advance payment schedule for the Aircraft requires Customer *** on the effective date of the Purchase Agreement for the

Aircraft. Additional advance payments for each Aircraft are due as specified in and on the first business day of the months listed in the attached Table 1.

4.3 For any Aircraft whose scheduled month of delivery is less than twenty-four (24) months from the date of this Purchase Agreement, the total amount of advance payments due for payment upon signing of this Purchase Agreement will include all advance payments which are past due in accordance with the standard advance payment schedule set forth in paragraph 4.2 above.

4.4 Customer will pay the balance of the Aircraft Price of each Aircraft at delivery.

5. Additional Terms.

5.1 Aircraft Information Table. Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) month and year of scheduled deliveries, (iv) Aircraft Basic Price, (v) applicable escalation factors and (vi) Advance Payment Base Prices and advance payments and their schedules.

5.2 Escalation Adjustment/Airframe and Optional Features. Supplemental Exhibit AE1 contains the applicable airframe and optional features escalation formula.

5.3 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains supplier selection dates, on dock dates and other variables applicable to the Aircraft.

5.4 Customer Support Variables. Information, training, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1.

5.5 Engine Escalation Variables. Supplemental Exhibit EE1 contains the applicable engine escalation formula, the engine warranty and the engine patent indemnity for the Aircraft describes the applicable engine escalation formula and contains the engine warranty and the engine patent indemnity for the Aircraft.

5.6 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the SLP Components covered by the Service Life Policy for the Aircraft.

5.7 Public Announcement. Each of Customer and Boeing reserves the right to make a public announcement regarding Customer's purchase of the Aircraft upon approval from the authorized representative of the other party hereto.

Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8.2 of the AGTA relating to insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA,

Table 1A To
Purchase Agreement No. PA-03729
Aircraft Delivery, Description, Price and Advance Payments
737-8 Aircraft

Airframe Model/MTOW: 737-8 175900 pounds
Engine Model/Thrust: CFMLEAP-1B26 tbd
Airframe Price: ***
Optional Features: ***
Sub-Total of Airframe and Features: ***
Engine Price (Per Aircraft): ***
Aircraft Basic Price (Excluding BFE/SPE): ***
Buyer Furnished Equipment (BFE) Estimate: ***
//Seller Purchased Equipment (SPE)/In-Flight Entertainment (IFE)// Estimate: ***

Detail Specification: D019A001-TBD (10/27/2011)
Airframe Price Base Year/Escalation Formula: Jul-11 ECI-MFG/CPI
Engine Price Base Year/Escalation Formula: N/A N/A

Airframe Escalation Data:

Base Year Index (ECI): ***
Base Year Index (CPI): ***

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Aircraft Block	Notes	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
Jul-2017	1	***	36929	A	Note 1	***	***	***	***	***
Jul-2017	2	***		C	Note 1	***	***	***	***	***
Aug-2017	3	***	36979, 36930, 36984	A	Note 1	***	***	***	***	***
Aug-2017	3	***		C	Note 1	***	***	***	***	***
Sep-2017	1	***	36934	A	Note 1	***	***	***	***	***
Oct-2017	1	***	36988	A		***	***	***	***	***
Oct-2017	1	***		C		***	***	***	***	***
Nov-2017	1	***	36989	A		***	***	***	***	***
Nov-2017	1	***		C		***	***	***	***	***
Jan-2018	1	***	42544	A		***	***	***	***	***
Jan-2018	1	***		C		***	***	***	***	***
Mar-2018	1	***		C		***	***	***	***	***
Jun-2018	1	***	42546	A		***	***	***	***	***
Jul-2018	1	***	42547	A		***	***	***	***	***
Jul-2018	1	***		C		***	***	***	***	***
Aug-2018	1	***	42548	A		***	***	***	***	***
Sep-2018	1	***				***	***	***	***	***

Table 1A To
Purchase Agreement No. PA-03729
Aircraft Delivery, Description, Price and Advance Payments
737-8 Aircraft

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Aircraft Block	Notes	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
Sep-2018	1	***	37019	A		***	***	***	***	***
Oct-2018	1	***				***	***	***	***	***
Oct-2018	1	***	42549	A		***	***	***	***	***
Nov-2018	1	***				***	***	***	***	***
Dec-2018	1	***				***	***	***	***	***
Jan-2019	1	***				***	***	***	***	***
Jan-2019	1	***	37042	A		***	***	***	***	***
Feb-2019	1	***	42550	A		***	***	***	***	***
Mar-2019	1	***	42551	A		***	***	***	***	***
Jul-2019	1	***				***	***	***	***	***
Jul-2019	1	***	37034	A		***	***	***	***	***
Sep-2019	1	***				***	***	***	***	***
Oct-2019	1	***				***	***	***	***	***
Oct-2019	1	***	42552	A		***	***	***	***	***
Dec-2019	1	***				***	***	***	***	***
Jan-2020	1	***	42553	A		***	***	***	***	***
Feb-2020	1	***				***	***	***	***	***
Feb-2020	1	***	35970	B		***	***	***	***	***
Mar-2020	1	***				***	***	***	***	***
Mar-2020	1	***	35968	B		***	***	***	***	***
Apr-2020	1	***				***	***	***	***	***
Apr-2020	1	***	35972	B		***	***	***	***	***
May-2020	1	***				***	***	***	***	***
May-2020	1	***	36736	B		***	***	***	***	***
Jun-2020	1	***				***	***	***	***	***
Jun-2020	1	***	33941	B		***	***	***	***	***
Jul-2020	1	***				***	***	***	***	***
Jul-2020	1	***	35963	B		***	***	***	***	***

Table 1A To
Purchase Agreement No. PA-03729
Aircraft Delivery, Description, Price and Advance Payments
737-8 Aircraft

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Aircraft Block	Notes	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
Aug-2020	1	***				***	***	***	***	***
Aug-2020	1	***	36733	B		***	***	***	***	***
Sep-2020	1	***				***	***	***	***	***
Sep-2020	1	***	35971	B		***	***	***	***	***
Oct-2020	1	***				***	***	***	***	***
Oct-2020	1	***	38804	B		***	***	***	***	***
Nov-2020	1	***				***	***	***	***	***
Nov-2020	1	***	38805	B		***	***	***	***	***
Dec-2020	1	***				***	***	***	***	***
Jan-2021	1	***				***	***	***	***	***
Jan-2021	1	***	36729	B		***	***	***	***	***
Feb-2021	3	***				***	***	***	***	***
Mar-2021	3	***				***	***	***	***	***
Apr-2021	3	***				***	***	***	***	***
May-2021	3	***				***	***	***	***	***
Jun-2021	3	***				***	***	***	***	***
Jul-2021	3	***				***	***	***	***	***
Aug-2021	3	***				***	***	***	***	***
Sep-2021	3	***				***	***	***	***	***
Oct-2021	3	***				***	***	***	***	***
Nov-2021	2	***				***	***	***	***	***
Dec-2021	2	***				***	***	***	***	***
Jan-2022	3	***				***	***	***	***	***
Feb-2022	3	***				***	***	***	***	***
Mar-2022	3	***				***	***	***	***	***
Apr-2022	3	***				***	***	***	***	***
May-2022	3	***				***	***	***	***	***
Jun-2022	3	***				***	***	***	***	***

Table 1A To
Purchase Agreement No. PA-03729
Aircraft Delivery, Description, Price and Advance Payments
737-8 Aircraft

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Aircraft Block	Notes	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
Jul-2022	2	***				***	***	***	***	***
Aug-2022	2	***				***	***	***	***	***
Sep-2022	2	***				***	***	***	***	***
Oct-2022	2	***				***	***	***	***	***
Nov-2022	2	***				***	***	***	***	***
Dec-2022	2	***				***	***	***	***	***
Jan-2023	2	***				***	***	***	***	***
Feb-2023	2	***				***	***	***	***	***
Mar-2023	1	***				***	***	***	***	***
Apr-2023	1	***				***	***	***	***	***
May-2023	1	***				***	***	***	***	***
Jun-2023	1	***				***	***	***	***	***
Jul-2023	1	***				***	***	***	***	***
Aug-2023	1	***				***	***	***	***	***
Sep-2023	1	***				***	***	***	***	***
Oct-2023	1	***				***	***	***	***	***
Nov-2023	1	***				***	***	***	***	***
Dec-2023	1	***				***	***	***	***	***
Jan-2024	2	***				***	***	***	***	***
Feb-2024	2	***				***	***	***	***	***
Mar-2024	1	***				***	***	***	***	***
Apr-2024	1	***				***	***	***	***	***
May-2024	1	***				***	***	***	***	***
Jun-2024	1	***				***	***	***	***	***
Jul-2024	1	***				***	***	***	***	***
Aug-2024	1	***				***	***	***	***	***
Sep-2024	1	***				***	***	***	***	***
Oct-2024	1	***				***	***	***	***	***

Table 1A To
Purchase Agreement No. PA-03729
Aircraft Delivery, Description, Price and Advance Payments
737-8 Aircraft

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Aircraft Block	Notes	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
							At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
Nov-2024	1	***				***	***	***	***	***
Dec-2024	1	***				***	***	***	***	***

Total: 150

Notes:
1) ****

Table 1B To
Purchase Agreement No. PA-03729
Aircraft Delivery, Description, Price and Advance Payments
737-7 Aircraft

Airframe Model/MTOW: 737-7 155500 pounds
 Engine Model/Thrust: CFMLEAP-1B20 tbd
 Airframe Price: ***
 Optional Features: ***
 Sub-Total of Airframe and Features: ***
 Engine Price (Per Aircraft): ***
 Aircraft Basic Price (Excluding BFE/SPE): ***
 Buyer Furnished Equipment (BFE) Estimate: ***
 Seller Purchased Equipment (SPE) Estimate: ***
 Deposit per Aircraft: ***

Detail Specification: D019A001-TBD (10/27/2011)
 Airframe Price Base Year/Escalation Formula: Jul-11 ECI-MFG/CPI
 Engine Price Base Year/Escalation Formula: N/A N/A
Airframe Escalation Data:
 Base Year Index (ECI): ***
 Base Year Index (CPI): ***

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)			Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Apr-2019	3	***			***	***	***	***	***
May-2019	2	***			***	***	***	***	***
Jun-2019	2	***			***	***	***	***	***
Jul-2019	1	***			***	***	***	***	***
Aug-2019	2	***			***	***	***	***	***
Oct-2019	2	***			***	***	***	***	***
Nov-2019	1	***			***	***	***	***	***
Dec-2019	2	***			***	***	***	***	***
Feb-2020	1	***			***	***	***	***	***
Mar-2020	2	***			***	***	***	***	***
Apr-2020	1	***			***	***	***	***	***
May-2020	2	***			***	***	***	***	***
Jun-2020	1	***			***	***	***	***	***

Table 1B To
Purchase Agreement No. PA-03729
Aircraft Delivery, Description, Price and Advance Payments
737-7 Aircraft

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)			Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Jul-2020	1	***			***	***	***	***	***
Aug-2020	1	***			***	***	***	***	***
Sep-2020	1	***			***	***	***	***	***
Oct-2020	2	***			***	***	***	***	***
Nov-2020	1	***			***	***	***	***	***
Dec-2020	1	***			***	***	***	***	***
Jan-2021	1	***			***	***	***	***	***

Total: 30

* **

737-8 AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

Southwest Airlines Co.

Exhibit A1 to Purchase Agreement Number PA-03729

Exhibit A1

737-8 AIRCRAFT CONFIGURATION

Dated December 13, 2011

relating to

BOEING MODEL 737-8 AIRCRAFT

The initial configuration of Customer's Model 737-8 Aircraft has been defined by Boeing 737-8 Airplane Description Document No. D019A007 Rev New dated November 4, 2011 and is more fully discussed in Letter Agreement SWA-PA-03729-LA-1106463 entitled "Open Matters."

SWA-PA-03729-EXA1

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BOEING PROPRIETARY

737-7 AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

Southwest Airlines Co.

Exhibit A2 to Purchase Agreement Number PA-03729

SWA-PA-03729-EXA2

BOEING PROPRIETARY

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Exhibit A2
AIRCRAFT CONFIGURATION

Dated May 13, 2013

relating to

BOEING MODEL 737-7 AIRCRAFT

The contents of Exhibit A2 will be defined in accordance with the provisions of Letter Agreement SWA-PA-03729-LA-1106463R1, "Open Matters", to the Purchase Agreement.

SWA-PA-03729-EXA2

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BOEING PROPRIETARY

Exhibit B
AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES
relating to
BOEING MODEL 737-8 and 737-7 AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents. Not later than **six (6) months prior to delivery** of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than **three (3) months prior to delivery** of each Aircraft, Customer will, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any Temporary or Permanent Registration Certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be provided by Boeing to Customer and displayed aboard each Aircraft after delivery to Customer.

1.2.2 Non-U.S. Registered Aircraft. If Customer requires a United States Certificate of Sanitary Construction at the time of delivery of the Aircraft, Customer will give written notice thereof to Boeing at least **three (3) months prior to delivery**. Boeing will then use commercially reasonable efforts to obtain the Certificate from the United States Public Health Service and present it to Customer at the time of Aircraft delivery. The above Boeing obligation only applies to commercial passenger-configured aircraft.

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than **three (3) months prior to delivery** of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

**ESCALATION ADJUSTMENT
AIRFRAME AND OPTIONAL FEATURES
relating to
BOEING MODEL 737-8 and 737-7 AIRCRAFT**

1. ***

SWA-PA-03729-AE1

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BOEING PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 737-8 and 737-7 AIRCRAFT

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will:

Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	<u>tbd</u>
Galley Inserts	<u>tbd</u>
Seats (passenger)	<u>tbd</u>
Overhead & Audio System	<u>tbd</u>
In-Seat Video System	<u>tbd</u>
Miscellaneous Emergency Equipment	<u>tbd</u>
Cargo Handling Systems* (Single Aisle Programs only)	<u>tbd</u>

*For a new certification, supplier requires notification ten (10) months prior to Cargo Handling System on-dock date.

2. On-dock Dates and Other Information.

On or before tbd, Boeing will provide to Customer the BFE Requirements electronically through My Boeing Fleet (**MBF** in My Boeing Configuration (**MBC**)). These requirements may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions and other requirements relating to the in-sequence installation of BFE. For planning purposes, preliminary BFE on-dock dates are set forth below:

CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

SOUTHWEST AIRLINES CO.

**Supplemental Exhibit CS1-7MAX
to Purchase Agreement Number PA-03729**

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BOEING PROPRIETARY

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SWA-PA-03729-CS1-7MAX

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ENGINE ESCALATION
ENGINE WARRANTY AND PATENT INDEMNITY
relating to
BOEING MODEL 737-8 and 737-7 AIRCRAFT

SWA-PA-03729-EE1

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BOEING PROPRIETARY

SERVICE LIFE POLICY COMPONENTS
relating to
BOEING MODEL 737-8 and 737-7 AIRCRAFT

This is the listing of SLP Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of Purchase Agreement No. PA-03729.

1. Wing.

- (i) Upper and lower wing skins and stiffeners between the forward and rear wing spars.
- (ii) Wing spar webs, chords and stiffeners.
- (iii) Inspar wing ribs.
- (iv) Inspar splice plates and fittings.
- (v) Main landing gear support structure.
- (vi) Wing center section lower beams, spanwise beams and floor beams, but not the seat tracks attached to floor beams.
- (vii) Wing-to-body structural attachments.
- (viii) Engine strut support fittings attached directly to wing primary structure.
- (ix) Support structure in the wing for spoilers and spoiler actuators; for aileron hinges and reaction links; for leading edge devices and trailing edge flaps; and the winglets.
- (x) Trailing edge flap tracks and carriages.
- (xi) Aileron leading edge device and trailing edge flap internal, fixed attachment and actuator support structure.

2. Body.

- (i) External surface skins and doublers, longitudinal stiffeners, longerons and circumferential rings and frames between the forward pressure bulkhead and the vertical stabilizer rear spar bulkhead and structural support and enclosure for the APU but excluding all system components and related installation and connecting devices, insulation, lining, and decorative panels and related installation and connecting devices.
- (ii) Window and windshield structure but excluding the windows and windshields.
- (iii) Fixed attachment structure of the passenger doors, cargo doors and emergency exits, excluding door mechanisms and movable hinge components. Sills and frames around the body openings for the passenger doors, cargo doors and emergency exits, excluding scuff plates and pressure seals.



SWA-PA-03729-LA-1106463R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: Open Matters

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Given the long period of time between Purchase Agreement signing and delivery of the first Aircraft and the continued development of the Aircraft program, certain elements have not yet been defined. In consideration, Boeing and Customer agree to work together as the Aircraft program develops as follows:

1. Aircraft Delivery Schedule.

1.1. ***

1.2 Customer and Boeing will consult on a frequent basis to keep each other informed as to Customer's fleet plans and Boeing's production plans in order to meet the requirements of both parties. Based on such review and discussions, Boeing will use its best commercially reasonable efforts to meet Customer's fleet needs.

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Open Matters

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BOEING PROPRIETARY



2. Aircraft Configuration.

2.1. Model 737-8. The initial configuration of Customer's Model 737-8 Aircraft has been defined by Boeing 737-8 Airplane Description Document No. D019A007 Rev New dated November 4, 2011 as described in Article 1 and Exhibit A1 of the Purchase Agreement (**Initial Configuration**). ***

SWA-PA-03729-LA-1106463R1

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Open Matters

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BOEING PROPRIETARY



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Open Matters

Page 3

BOEING PROPRIETARY



3. ***

4. Other Letter Agreements.

Boeing and Customer acknowledge that as they work together to develop the Aircraft program and as Boeing refines the definition of the Aircraft and associated production processes, there may be a need to execute additional letter agreements or amend letter agreements addressing one or more of the following:

4.1. Software. Additional provisions relating to software and software loading.

4.2. Seller Purchased Equipment (SPE) and/or In-Flight Entertainment (IFE). Provisions relating to the terms under which Boeing may offer or install SPE in the Aircraft.

4.3. Buyer Furnished Equipment (BFE). Provisions relating to the terms under which Boeing may install and certify Customer's BFE in the Aircraft.

5. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has

SWA-PA-03729-LA-1106463R1

SA-2

Open Matters

Page 4

BOEING PROPRIETARY



value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Van

Its Executive Vice President

SWA-PA-03729-LA-1106463R1

Open Matters

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106464

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

SWA-PA-03729-LA-1106464

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106465

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

SWA-PA-03729-LA-1106465

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106468

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Definition of Terms:

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106469R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

- References:
- 1) Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)
 - 2) Letter Agreement SWA-PA-03729-LA-1106471, "Substitute Aircraft," to the Purchase Agreement (**Substitution Letter Agreement**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

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BOEING PROPRIETARY



2. ***

3. ***

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4. ***

5. ***

6. ***

7. ***

8. ***

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BOEING PROPRIETARY



9. ***

10. ***

11. Assignment.

Unless otherwise noted herein, *** described in this Letter Agreement are provided *** in consideration of Customer's taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing.

12. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

SWA-PA-03729-LA-1106469R1

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Page 4

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13 , 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

SWA-PA-03729-LA-1106469R1

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106470R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. ***

3. ***

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BOEING PROPRIETARY



4. ***

5. ***

6. ***

SWA-PA-03729-LA-1106470R1

BOEING PROPRIETARY

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7. ***

8. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

9. Confidential Treatment.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Section) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Section, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

SWA-PA-03729-LA-1106470R1

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Page 3

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13 , 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

SWA-PA-03729-LA-1106470R1

BOEING PROPRIETARY

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SWA-PA-03729-LA-1106471R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: Substitute Aircraft

References: 1) Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)
2) Letter Agreement No. SWA-PA-03729-LA-1106469, ***

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. Deleted.

3. ***

SWA-PA-03729-LA-1106471R1

Aircraft Model Substitution

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BOEING PROPRIETARY



4. ***

5. ***

SWA-PA-03729-LA-1106471R1

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Aircraft Model Substitution

Page 2

BOEING PROPRIETARY



6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

7. Confidential Treatment.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

SWA-PA-03729-LA-1106471R1

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Aircraft Model Substitution

Page 3

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By

/s/ Jeff Solomon

Its

Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13 , 2013

SOUTHWEST AIRLINES CO.

By

/s/ Michael Van de Ven

Its

Executive Vice President

SWA-PA-03729-LA-1106471R1

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Aircraft Model Substitution

Page 4

BOEING PROPRIETARY



SWA-PA-03729-LA-1106472R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. ***

SWA-PA-03729-LA-11064672R1

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BOEING PROPRIETARY



3. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

SWA-PA-03729-LA-11064672R1

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BOEING PROPRIETARY

**Attachment 1 To
Letter Agreement No. LA 1106474
Option Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	737-8	175900 pounds	Detail Specification:	D019A007-NEW (11/4/2011)
Engine Model/Thrust:	CFMLEAP-1B26	0 pounds	Airframe Price Base Year/Escalation Formula:	Jul-11 ECI-MFG/CPI
Airframe Price:		***	Engine Price Base Year/Escalation Formula:	N/A N/A
Optional Features:		***		
Sub-Total of Airframe and Features:		***	<u>Airframe Escalation Data:</u>	
Engine Price (Per Aircraft):		***	Base Year Index (ECI):	***
Aircraft Basic Price (Excluding BFE/SPE):		***	Base Year Index (CPI):	***
Buyer Furnished Equipment (BFE) Estimate:		***		
//Seller Purchased Equipment (SPE)/In-Flight Entertainment (IFE)// Estimate:		***		
Non-Refundable Deposit/Aircraft at Def Agreeemt:		***		

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)		Aircraft Block	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
Jan-2021	1	***		D	***	***	***	***	***
Jan-2021	1	***			***	***	***	***	***
Feb-2021	1	***		D	***	***	***	***	***
Mar-2021	1	***			***	***	***	***	***
Apr-2021	1	***		D	***	***	***	***	***
Apr-2021	1	***			***	***	***	***	***
May-2021	1	***		D	***	***	***	***	***
May-2021	1	***			***	***	***	***	***
Jun-2021	1	***		D	***	***	***	***	***
Jul-2021	2	***			***	***	***	***	***
Jul-2021	1	***		D	***	***	***	***	***
Aug-2021	1	***		D	***	***	***	***	***
Sep-2021	1	***			***	***	***	***	***

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BOEING PROPRIETARY

Attachment 1 To
Letter Agreement No. LA 1106474
Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)		Aircraft Block	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
						***	***	***	***
Oct-2021	1	***		D	***	***	***	***	***
Oct-2021	1	***			***	***	***	***	***
Nov-2021	1	***		D	***	***	***	***	***
Dec-2021	1	***			***	***	***	***	***
Jan-2022	1	***		D	***	***	***	***	***
Jan-2022	1	***			***	***	***	***	***
Feb-2022	1	***		D	***	***	***	***	***
Feb-2022	1	***			***	***	***	***	***
Mar-2022	1	***		D	***	***	***	***	***
Mar-2022	1	***			***	***	***	***	***
Apr-2022	1	***		D	***	***	***	***	***
May-2022	1	***			***	***	***	***	***
Jun-2022	1	***		D	***	***	***	***	***
Jul-2022	1	***			***	***	***	***	***
Jul-2022	1	***		D	***	***	***	***	***
Aug-2022	1	***			***	***	***	***	***
Sep-2022	1	***		D	***	***	***	***	***
Oct-2022	1	***			***	***	***	***	***
Oct-2022	1	***		D	***	***	***	***	***
Nov-2022	1	***			***	***	***	***	***
Nov-2022	1	***		D	***	***	***	***	***
Dec-2022	1	***			***	***	***	***	***
Dec-2022	1	***		D	***	***	***	***	***
Jan-2023	1	***			***	***	***	***	***
Jan-2023	1	***		D	***	***	***	***	***

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BOEING PROPRIETARY

Attachment 1 To
Letter Agreement No. LA 1106474
Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)		Aircraft Block	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
						***	***	***	***
Feb-2023	1	***			***	***	***	***	***
Feb-2023	1	***		D	***	***	***	***	***
Mar-2023	1	***			***	***	***	***	***
Mar-2023	1	***		D	***	***	***	***	***
Apr-2023	1	***			***	***	***	***	***
Apr-2023	1	***		D	***	***	***	***	***
May-2023	1	***			***	***	***	***	***
May-2023	1	***		D	***	***	***	***	***
Jun-2023	1	***			***	***	***	***	***
Jun-2023	1	***		D	***	***	***	***	***
Jul-2023	1	***			***	***	***	***	***
Aug-2023	1	***		D	***	***	***	***	***
Aug-2023	1	***			***	***	***	***	***
Sep-2023	1	***		D	***	***	***	***	***
Sep-2023	1	***			***	***	***	***	***
Oct-2023	1	***		D	***	***	***	***	***
Oct-2023	1	***			***	***	***	***	***
Nov-2023	1	***		D	***	***	***	***	***
Nov-2023	1	***			***	***	***	***	***
Dec-2023	1	***		D	***	***	***	***	***
Dec-2023	1	***			***	***	***	***	***
Jan-2024	1	***		D	***	***	***	***	***
Jan-2024	1	***			***	***	***	***	***
Feb-2024	1	***		D	***	***	***	***	***
Feb-2024	1	***			***	***	***	***	***

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BOEING PROPRIETARY

Attachment 1 To
Letter Agreement No. LA 1106474
Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)		Aircraft Block	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing	24 Mos.	21/18/12/9/6 Mos.	Total
						***	***	***	***
Mar-2024	1	***		D	***	***	***	***	***
Mar-2024	1	***			***	***	***	***	***
Apr-2024	1	***		D	***	***	***	***	***
Apr-2024	1	***			***	***	***	***	***
May-2024	1	***		D	***	***	***	***	***
May-2024	1	***			***	***	***	***	***
Jun-2024	1	***		D	***	***	***	***	***
Jun-2024	1	***			***	***	***	***	***
Jul-2024	1	***		D	***	***	***	***	***
Aug-2024	1	***			***	***	***	***	***
Aug-2024	1	***		D	***	***	***	***	***
Sep-2024	1	***			***	***	***	***	***
Sep-2024	1	***		D	***	***	***	***	***
Oct-2024	1	***			***	***	***	***	***
Oct-2024	1	***		D	***	***	***	***	***
Nov-2024	1	***			***	***	***	***	***
Nov-2024	1	***		D	***	***	***	***	***
Dec-2024	2	***			***	***	***	***	***
Jan-2025	3	***			***	***	***	***	***
Feb-2025	3	***			***	***	***	***	***
Mar-2025	3	***			***	***	***	***	***
Apr-2025	3	***			***	***	***	***	***
May-2025	3	***			***	***	***	***	***
Jun-2025	3	***			***	***	***	***	***
Jul-2025	3	***			***	***	***	***	***

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BOEING PROPRIETARY

Attachment 1 To
Letter Agreement No. LA 1106474
Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)		Aircraft Block	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Aug-2025	3	***			***	***	***	***	***
Sep-2025	3	***			***	***	***	***	***
Oct-2025	3	***			***	***	***	***	***
Nov-2025	3	***			***	***	***	***	***
Dec-2025	3	***			***	***	***	***	***
Jan-2026	3	***			***	***	***	***	***
Feb-2026	3	***			***	***	***	***	***
Mar-2026	3	***			***	***	***	***	***
Apr-2026	3	***			***	***	***	***	***
May-2026	3	***			***	***	***	***	***
Jun-2026	3	***			***	***	***	***	***
Jul-2026	3	***			***	***	***	***	***
Aug-2026	3	***			***	***	***	***	***
Sep-2026	3	***			***	***	***	***	***
Oct-2026	3	***			***	***	***	***	***
Nov-2026	3	***			***	***	***	***	***
Dec-2026	3	***			***	***	***	***	***
Jan-2027	3	***			***	***	***	***	***
Feb-2027	3	***			***	***	***	***	***
Mar-2027	3	***			***	***	***	***	***
Apr-2027	3	***			***	***	***	***	***
May-2027	3	***			***	***	***	***	***
Jun-2027	3	***			***	***	***	***	***
Jul-2027	3	***			***	***	***	***	***
Aug-2027	3	***			***	***	***	***	***

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BOEING PROPRIETARY

Attachment 1 To
Letter Agreement No. LA 1106474
Option Aircraft Delivery, Description, Price and Advance Payments

Delivery Date*	Number of Aircraft	Escalation Factor (Airframe)		Aircraft Block	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						At Signing ***	24 Mos. ***	21/18/12/9/6 Mos. ***	Total ***
Sep-2027	3	***			***	***	***	***	***
Oct-2027	3	***			***	***	***	***	***
Nov-2027	3	***			***	***	***	***	***
Dec-2027	3	***			***	***	***	***	***

Total: 191

* ***

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106476

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

The Purchase Agreement incorporates the terms and conditions of Aircraft General Terms Agreement dated as of December 13, 2011 identified as SWA-AGTA between Boeing and Customer (**AGTA**). This Letter Agreement modifies certain terms and conditions of the AGTA with respect to the Aircraft.

1. ***

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106477

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Recitals

1. ***
2. ***

Agreement

1. Covered Aircraft.

The Program shall apply to each of the Aircraft operated by Customer on Customer's routes during the Program Term (**Covered Aircraft**).

2. ***

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106479R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

SWA-PA-03729-LA-1106479R1

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BOEING PROPRIETARY



2. Assignment. Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

3. Confidentiality. Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Section) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Section, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

SWA-PA-03729-LA-1106479R1

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BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106480R1

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. ***

3. Assignment. Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

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BOEING PROPRIETARY



Confidentiality. Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106481R2

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. ***

3. ***

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BOEING PROPRIETARY



4. ***

5. ***

6. ***

7. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in

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BOEING PROPRIETARY



consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

8. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13 , 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106482

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106483

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

3. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106484

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Defined Terms: The following capitalized terms have the following meaning:

1.1 ***

1.2 ***

1.3 **Program Aircraft** means each Aircraft specified in Table 1 of the Purchase Agreement as of the date of this Letter.

2. ***

3. ***

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BOEING PROPRIETARY



SWA-PA-03729-LA-1106485

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Aircraft General Terms Agreement No. SWA-AGTA (**AGTA**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**)

Purchase Agreement No. PA-03729 (**Purchase Agreement**) between Boeing and Customer relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement, including the AGTA. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

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BOEING PROPRIETARY



SWA-PA-03729-LA-1300943

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

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LA Page 1

BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

SWA-PA-03729-LA-1300943

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BOEING PROPRIETARY



SWA-PA-03729-LA-1301168

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235

Subject: ***

Reference: Purchase Agreement No. 3729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-7 and 737-8 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

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BOEING PROPRIETARY

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2. Assignment.

*** described in this Letter Agreement are provided *** in consideration of Customer's taking title to the applicable Firm Aircraft or Block D Option Aircraft at time of delivery and becoming the operator of the applicable Firm Aircraft or Block D Option Aircraft. Under no circumstances will Customer be permitted to assign the business terms set forth herein.

3. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this paragraph) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this paragraph, or

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BOEING PROPRIETARY



are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

SWA-PA-03729-LA-1301168

BOEING PROPRIETARY

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SWA-PA-01810/03729-LA-1301169

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235

Subject: ***

Reference: (a) Purchase Agreement No. 1810 between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-700 and 737-800 aircraft (**NG Purchase Agreement**)
(b) Purchase Agreement No. 3729 between Boeing and Customer relating to Model 737-7 and 737-8 aircraft (**MAX Purchase Agreement**)
(c) Letter Agreement SWA-PA-01810-LA-1105884, "Option Aircraft", (**Option Letter Agreement**).

This letter agreement (**Letter Agreement**) amends and supplements the NG Purchase Agreement and MAX Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the NG Purchase Agreement and MAX Purchase Agreement.

1. ***

2. ***

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BOEING PROPRIETARY



3. ***

4. Assignment.

*** described in this Letter Agreement are provided *** in consideration of Customer's taking title to the Firm Aircraft and Option Aircraft at time of delivery and becoming the operator of the Firm Aircraft and Option Aircraft. Under no circumstances will Customer be permitted to assign the business terms set forth herein.

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BOEING PROPRIETARY



5. Confidentiality

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this paragraph) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this paragraph, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13, 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President



SWA-PA-03729-LA-1301170

Southwest Airlines Co.
2702 Love Field Drive
P.O. Box 36611
Dallas, Texas 75235-1611

Subject: ***

Reference: Purchase Agreement No. PA-03729 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Southwest Airlines Co. (**Customer**) relating to Model 737-8 and 737-7 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. ***

2. ***

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BOEING PROPRIETARY



3. Assignment.

Unless otherwise noted herein, *** described in this Letter Agreement are provided *** in consideration of Customer's taking title to the 737-7 Aircraft at time of delivery and becoming the operator of the 737-7 Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing.

4. Confidentiality.

Customer understands that certain commercial and financial information contained in this Letter Agreement is considered by Boeing as confidential and has value precisely because it is not available generally to other parties. Customer agrees to limit the disclosure of the contents of this Letter Agreement to (a) its directors and officers, (b) employees of Customer with a need to know the contents for performing its obligations (including, without limitation, those employees performing accounting, finance, administration and other functions necessary to finance and purchase, deliver or lease the Aircraft) and who understand they are not to disclose its contents to any other person or entity (other than those to whom disclosure is permitted by this Article) without the prior written consent of Boeing and (c) any auditors and attorneys of Customer who have a need to know such information and have signed a confidentiality agreement in the same form and substance similar to this Article, or are otherwise bound by a confidentiality obligation. Disclosure to other parties is not permitted without Boeing's consent except as may be required by applicable law or governmental regulations. Customer shall be fully responsible to Boeing for compliance with such obligations.

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BOEING PROPRIETARY



Very truly yours,

THE BOEING COMPANY

By /s/ Jeff Solomon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: May 13 , 2013

SOUTHWEST AIRLINES CO.

By /s/ Michael Van de Ven

Its Executive Vice President

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BOEING PROPRIETARY

CERTIFICATION

I, Gary C. Kelly, Chief Executive Officer of Southwest Airlines Co., certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2013 of Southwest Airlines Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2013

By: /s/ Gary C. Kelly
Gary C. Kelly
Chief Executive Officer

CERTIFICATION

I, Tammy Romo, Chief Financial Officer of Southwest Airlines Co., certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended June 30, 2013 of Southwest Airlines Co.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2013

By: /s/ Tammy Romo
Tammy Romo
Chief Financial Officer

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Southwest Airlines Co. (the "Company") for the period ended June 30, 2013 as filed with the Securities and Exchange Commission (the "Report"), Gary C. Kelly, Chief Executive Officer of the Company, and Tammy Romo, Chief Financial Officer of the Company, each certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 31, 2013

By: /s/ Gary C. Kelly
Gary C. Kelly
Chief Executive Officer

By: /s/ Tammy Romo
Tammy Romo
Chief Financial Officer