

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: February 22, 2023

CAO File No. 0150-12244-0000

Council File No.

Council District: 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Correspondence from Los Angeles World Airports dated December 1, 2022 and December 15, 2022; referred by the Mayor for a report on December 1, 2022

Subject: **PROPOSED FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT DA-5455 WITH DELTA AIR LINES, INC. TO PROVIDE ELECTRICAL INFRASTRUCTURE UPGRADES THROUGH THE NORTH SIDE TERMINALS AT LOS ANGELES INTERNATIONAL AIRPORT**

RECOMMENDATION

That the Mayor:

1. Approve the Los Angeles World Airports (LAWA; Department) Resolution No. 27635 authorizing a proposed First Amendment to extend Reimbursement Agreement DA-5455 (Agreement) with Delta Air Lines, Inc. (Delta; Contractor) for one year to continue design, construction, and project management services associated with the north terminals at Los Angeles International Airport (LAX), with no change in compensation; and
2. Authorize the Chief Executive Officer of LAWA to execute the proposed First Amendment to the Agreement and return the Resolution to LAWA for further processing, including Council consideration.

SUMMARY

On December 1, 2022, the LAWA Board of Airport Commissioners (BOAC; Board) requested approval to execute a proposed First Amendment (Amendment) with Delta to extend the existing Agreement by one year to provide the contractor with more time to conclude design, construction, and project management services associated with the north side development projects in the Central Terminal Area (CTA) at LAX. The current three year contract became effective on July 15, 2020 and terminates on July 14, 2023. Approval of the proposed Amendment will extend the term of the Agreement through July 14, 2024, resulting in a four year term. All other terms and conditions of the Agreement will remain unchanged, including the guarantee maximum reimbursement amount of \$21,519,000 that LAWA will compensate Delta, and soft costs expenses of \$1,686,051, for a total project budget not-to-exceed \$23,205,051.

BACKGROUND

The T2/T3 Delta Sky Way Project is currently undergoing a \$2.3 billion modernization that broke ground in April 2019 to upgrade various components of Terminal 2 and Terminal 3. The project was originally scheduled to be completed in the fourth quarter of 2024, however, the strategy was changed and accelerated by approximately 18 months due to aggressive actions taken in response to the downturn in airline passenger travel during the pandemic. To expedite the project, contractors and airline staff were relocated to temporary trailers in Terminal 3 while the concourse was decommissioned, demolished, and re-built. As a result, the anticipated timeline to complete the remaining components of the project ascended to mid-2023.

The Northside Terminal Electrical Infrastructure Project (NTIP) consists of increasing power demands and implementing utility improvements for LAWA's planned terminal modernizations. The project commenced on July 15, 2020 and shares the same footprint as the T2/T3 Delta Sky Way project. The aging underground electrical infrastructure on the north side terminals are currently fed power from the east side of the LAX campus through the Los Angeles Department of Water and Power-owned electrical circuits. New electrical circuits are necessary on the west side of the campus so that Terminal 2 and Terminal 3 will have the ability to pull power capacity and redundancy from east or the west side of the LAX campus. This concept will result in replacing an outdated electrical foundation to increase power capacity for a more robust, reliable, and balanced electrical system.

Considering that the T2/T3 Delta Sky Way project was already underway, LAWA determined that Delta could complete the NTIP more effectively given that the footprint of the T2/T3 Delta Sky Way project incorporated the same boundaries required to implement underground infrastructure upgrades. As a result, LAWA staff negotiated an agreement with Delta to complete the NTIP by the first quarter of 2024. In exchange, LAWA will fully reimburse the contractor for costs associated with the design, construction, and project management for power redundancy upgrades to the CTA north side terminals, which include Terminal 1, the future T1 Extension, Terminal 1.5, Terminal 2, Terminal 3, and the Tom Bradley International Terminal Connector.

LAWA states that the infrastructure project was delayed because Delta constructed temporary trailers in the direct path of the trench required to carry out the NTIP. Delta nor LAWA considered this adverse effect when altering the approach of the T2/T3 Delta Sky Way project because the electrical infrastructure initiative had yet to be planned. To prevent further delays, the trailers have been removed to advance the project. LAWA estimates that the underground electrical infrastructure will be turned over to Los Angeles Department of Water and Power by July 2023 to complete the final phase of the upgrade. Based on the remaining cabling work, LAWA estimates that the project will be closed out and delivered by mid-2024.

Updated Project Cost and Funding - Under the Agreement, LAWA is responsible for 100 percent of Delta's costs associated with the NTIP. The Department indicates that there is sufficient contract capacity to cover the remaining components of the electrical infrastructure project. The table below summarizes the financial activities from the execution date of the Agreement through December 2022, excluding soft costs:

Delta Air Lines, Inc. - Contract No. DA-5455	
Description of Budget Activities	Amount
Total Contract Authority as of July 2020	\$21,519,000
2020 Expenditures	\$4,543,974
2021 Expenditures	\$8,526,729
2022 Expenditures	\$235,925
Total Expenditures as of January 2023	\$13,306,628
Remaining Contract Value (Total Authority less Total Expenditures)	\$8,212,372

CITY COMPLIANCE

The City Attorney has reviewed and approved the proposed First Amendment as to form and legality. The proposed First Amendment and Agreement include provisions to ensure compliance with applicable City Ordinances, contracting, and insurance requirements. In accordance with Charter Section 373 and Administrative Code Section 10.5(a) and 10.5(b)(2), the Amendment and Agreement requires Council approval because the total term of the Agreement exceeds three years.

FISCAL IMPACT STATEMENT

Approval of the proposed First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc. to extend the term by one year will have no impact on the City's General Fund. Costs associated with the proposed Amendment are included in LAWA's 2018 Capital Improvement Plan (CIP), with a direct project budget of \$23,205,051. Consequently, approval of this project will not result in a net increase to the programmed CIP budget. The actions of the proposed First Amendment comply with the Los Angeles World Airports' adopted Financial Policies.

Attachment 1 – BOAC December 1, 2022 Report and December 15, 2022 Resolution No. 27635

December 07, 2022

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall – Room 303
Los Angeles, CA 90012

ATTN: Heleen Ramirez
Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Eric Garcetti
Mayor

**Board of Airport
Commissioners**

Beatrice C. Hsu
President

Valeria C. Velasco
Vice President

Gabriel L. Eshaghian
Nicholas P. Roxborough
Belinda M. Vega
Karim Webb

Justin Erbacci
Chief Executive Officer

RE: Request to approve the First Amendment for Reimbursement Agreement DA-5455 with Delta Air Lines, Inc.

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to approve the First Amendment for Reimbursement Agreement DA-5455 with Delta Air Lines, Inc. (which provides additional electrical capacity to Terminal 3 and power redundancy to the north terminals at Los Angeles International Airport, which include Terminal 1 and the future Terminal 1 Extension, Terminal 1.5, Terminal 2, Terminal 3, and the Tom Bradley International Terminal Connector) to extend the term by one year to July 14, 2024 (currently through July 14, 2023), with no change to the guaranteed maximum reimbursement amount.

City Council approval is required pursuant to Section 373 of the Los Angeles City Charter.

Sincerely,



Justin Erbacci
Chief Executive Officer

JPE:MSA:KSF
Attachments





4
Page Number
Here

Report to the BOARD OF AIRPORT COMMISSIONERS

Approver: Hans Thilenius
Hans Thilenius (Nov 22, 2022 16:14 PST)
Hans Thilenius, Deputy Executive Director
Terminal Development and Improvement Program

Reviewer: Brian C. Ostler
Brian C. Ostler, City Attorney *EGR*

Justin Erbacci
Justin Erbacci (Nov 22, 2022 18:52 PST)
Justin Erbacci, Chief Executive Officer

Meeting Date

12/1/2022

Needs Council Approval: ☒ Y

Reviewed for/by	Date	Approval Status	By
Finance	11/18/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	11/7/2022	<input checked="" type="checkbox"/> Y	JO
Procurement	11/10/2022	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	LK
Guest Experience	11/9/2022	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	11/15/2022	<input checked="" type="checkbox"/> Y	BNZ

SUBJECT

Request to approve the First Amendment for Reimbursement Agreement DA-5455 with Delta Air Lines, Inc. (which provides additional electrical capacity to Terminal 3 and power redundancy to the north terminals at Los Angeles International Airport, which include Terminal 1 and the future Terminal 1 Extension, Terminal 1.5, Terminal 2, Terminal 3, and the Tom Bradley International Terminal Connector) to extend the term by one year to July 14, 2024 (currently through July 14, 2023), with no change to the guaranteed maximum reimbursement amount.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f and Article III, Class 1 (2) of the Los Angeles City CEQA Guidelines.
3. APPROVE the First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc.
4. AUTHORIZE the Chief Executive Officer, or designee, to execute the First Amendment to Reimbursement Agreement DA-5455 with Delta Airlines, Inc., upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

The purpose of this project is to replace 60+ year old underground electrical infrastructure in order to provide power capacity and redundancy by means of two directional pathways to all northside terminals, resulting in a highly reliable, flexible, and resilient utility-side electrical system. The time extension is required to extend the contract term beyond the original completion date for reasons described in Section 4.0 below.

2. Prior Related Actions/History of Board Actions

- **June 18, 2020 – Resolution No. 27051 (DA-5455)**

The Board of Airport Commissioners (Board) approved a Reimbursable Agreement with Delta Air Lines, Inc. (Delta) to provide additional electrical capacity to Terminal 3 (T3) and power redundancy to the north terminals, which include Terminal 1 and the future Terminal 1 Extension, Terminal 1.5, Terminal 2 (T2), T3, and the Tom Bradley International Terminal Connector, at Los Angeles International Airport (LAX), for cost of \$21,519,000; and appropriated \$23,205,051 to include soft costs.

3. Background

Los Angeles World Airports (LAWA) has embarked on infrastructure improvements to the northside of the Central Terminal Area (CTA). As part of these improvements, Delta is renovating portions of T2 and rebuilding T3.

Currently, the northside terminals are fed from the east side of the LAX campus, from two Los Angeles Department of Water and Power (LADWP) circuits originating from LADWP Receiving Station-N. After consultation with LADWP regarding LAX's future utility requirements, LADWP advised that future projects will require additional electrical power.

To address this need for additional power and desired resiliency for LAWA's planned northside terminal development projects, new power circuits need to be installed from the west side of the LAX campus, which originates from the new LADWP Receiving Station-X.

To accomplish this, staff negotiated an agreement with Delta to provide the design, construction, and project management services to implement this needed electrical infrastructure that serves the northside terminals. Delta was in the best position to perform this work because they were the contractor performing the T2/T3 Delta Sky Way Project which incorporated the same footprint of project site as this electrical infrastructure project, specifically during the gate closures around terminal 3 where this electrical work is located.

4. Current Action/Rationale

The baseline schedule for this project is linked to the baseline schedule for the T2/T3 Delta Sky Way project, which began work in the second quarter of 2021 and is scheduled to finish in the first quarter of 2024. It was noted in the original Board action authorizing this agreement that LAWA and Delta were analyzing ways to accelerate the T2/T3 Delta Sky Way project in response to the downturn in flights due to the COVID-19 pandemic, which may result in adjustments to these dates.

Los Angeles World Airports and Delta were able to accelerate the completion of the T2/T3 Delta Sky Way project by approximately 18 months by vacating T3 and consolidating operations to T2, thereby allowing the complete demolition and reconstruction of most of T3 without any impact to passengers.

The acceleration of T3 work required the construction of temporary trailers to accommodate contractor and airline support staff. These trailers (yellow box in Figure 1) were in the direct path of the trench required to be constructed by this project, causing a pause in the work (shown in red in Figure 1). As such, the current schedule for completing the project is approaching the original contract expiration date of July 14, 2023.

The final activity of the project will be performed by LADWP (under this contract), which includes cable installation. The scheduling of this activity is under LADWP's control, and the time extension of this contract provides a sufficient buffer to allow LADWP staff to complete their work.

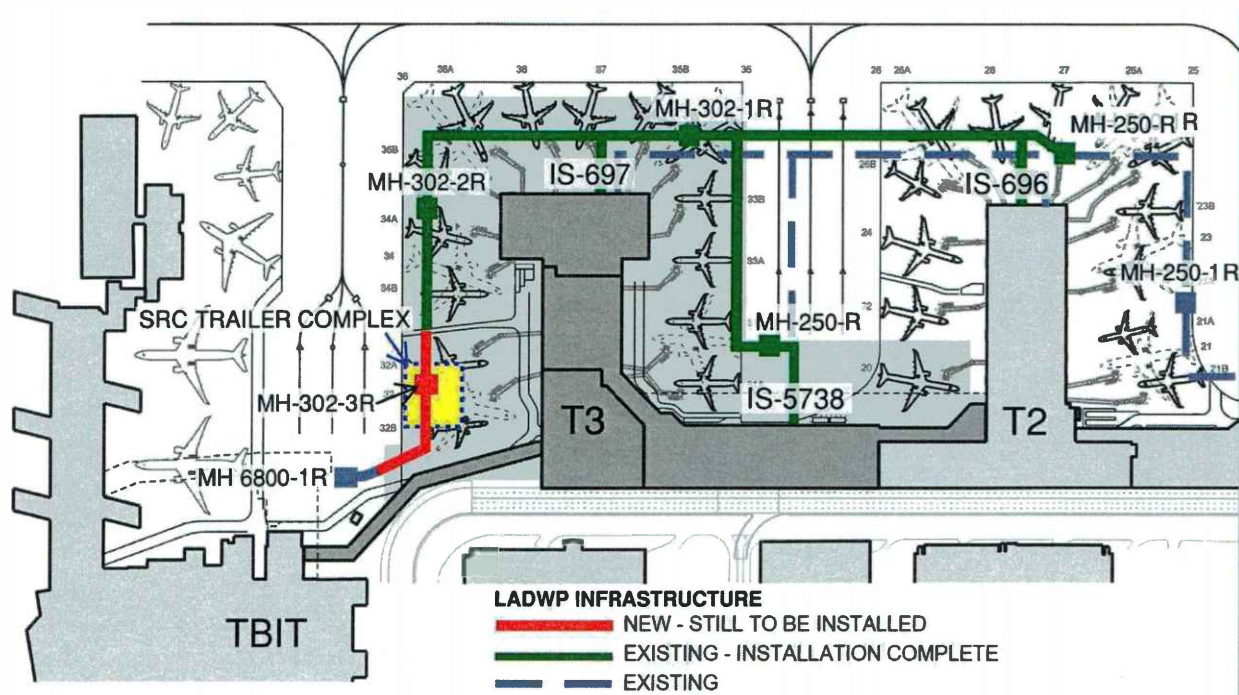


Figure 1

How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Sustain a Strong Business: Operate sustainably – balancing economic, social and environmental responsibilities.* The existing LADWP infrastructure is inadequate to meet future power demands. The new infrastructure will accommodate northside terminal expansions and increase power capacity, redundancy, and reliability.

5. Fiscal Impact

The North Terminal Power Upgrade and Redundancy Project is programmed in LAWA's 2018 Capital Improvement Plan (CIP), with a direct project budget of \$22,581,000, which

includes hard and soft costs. As the proposed action does not modify the budget, approval of this item will result in no net increase to the CIP.

6. Alternatives Considered

- **Take No Action**

Taking no action risks the contract terminating prior to the completion of the work and thereby removing the mechanism required to reimburse Delta for the remaining costs related to the project, including payment to the LADWP for their critical portion of the work.

APPROPRIATIONS

No appropriation of funds is required for this action.

STANDARD PROVISIONS

1. This action, as a continuing administrative activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines. In addition, the operation, repair, maintenance or minor alteration of existing facilities of both investor and publicly owned utilities, electrical power and mechanical systems serving existing facilities are categorically exempt from CEQA requirements pursuant to Article III, Class 1 (2) of the Los Angeles City CEQA Guidelines.
2. The underlying contract was approved as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.
4. This action is not subject to the provisions of the Living Wage/Service Contractor Worker Retention Ordinances.
5. This action is not subject to the provisions of the Business Enterprise (BE) Programs.
6. This action is not subject to the provisions of the Affirmative Action Program.
7. This action does not require a Business Tax Registration Certificate number.
8. This action is not subject to the provisions of the Child Support Obligations Ordinance.
9. This action is not subject to the insurance requirements of the Los Angeles World Airports.
10. This action is not subject to the provisions of Charter Section 1022 (Use of Independent Contractors).
11. This action is not subject to the provisions of the Contractor Responsibility Program.
12. This action is not subject to the provisions of the Equal Benefits Ordinance.
13. This action is not subject to the provisions of the First Source Hiring Program.

14. This action is not subject to the provisions of Bidder Contributions CEC Form 55.
15. This action is not subject to the provisions of MLO Bidder Contributions CEC Form 50.
16. This action is not subject to the provisions of the Iran Contracting Act.

December 15, 2022

The Honorable City Council
of the City of Los Angeles
City Hall, Room 395
Los Angeles, CA 90012

Subject: First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc.

LAX

Van Nuys

City of Los Angeles

Eric Garcetti
Mayor

Board of Airport
Commissioners

Beatrice C. Hsu
President

Valeria C. Velasco
Vice President

Gabriel L. Eshaghian
Nicholas P. Roxborough
Belinda M. Vega
Karim Webb

Justin Erbacci
Chief Executive Officer

Pursuant to Section 373 of the City Charter, enclosed for your approval is the First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc. that was approved by the Board of Airport Commissioners at its December 1, 2022 meeting. There is no impact to the General Fund.

RECOMMENDATIONS FOR CITY COUNCIL:

1. Adopt the determination by said Board that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f and Article III, Class 1 (2) of the Los Angeles City CEQA Guidelines; and
2. Approve the First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc., to extend the term through July 14, 2024, covering additional electrical capacity to Terminal 3 and power redundancy to the north terminals at Los Angeles International Airport; and
3. Concur with said Board's action on December 1, 2022, by Resolution 27635, authorizing the Chief Executive Officer, or designee, of Los Angeles World Airports to execute said First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc.

Very truly yours,



Grace Miguel, Commission Executive Assistant II
BOARD OF AIRPORT COMMISSIONERS

Enclosures

cc: Trade, Travel and Tourism Committee
Councilmember Buscaino, e-file
Councilmember Bonin, e-file
Councilmember Lee, e-file
CAO (Airport Analyst), e-file
CLA (Airport Analyst), e-file
City Clerk's Office, e-file



RESOLUTION NO. 27635

WHEREAS, on recommendation of Management, there was presented for approval, First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc. to extend the term through July 14, 2024, covering additional electrical capacity to Terminal 3 and power redundancy to the north terminals at Los Angeles International Airport; and

WHEREAS, Los Angeles World Airports (LAWA) has embarked on infrastructure improvements to the northside of the Central Terminal Area at Los Angeles International Airport (LAX). As part of those improvements, Delta Air Lines, Inc. (Delta) is renovating portions of Terminal 2 (T2) and rebuilding Terminal 3 (T3). Currently, the northside terminals are fed from the east side of the LAX campus, from two (2) Los Angeles Department of Water and Power (LADWP) circuits originating from LADWP Receiving Station-N. After consultation with LADWP regarding LAX's future utility requirements, LADWP advised that future projects will require additional electrical power; and

WHEREAS, to address the need for additional power and desired resiliency for LAWA's planned northside terminal development projects, new power circuits need to be installed from the west side of the LAX campus, which originates from the new LADWP Receiving Station-X. To accomplish it, staff negotiated the agreement with Delta to provide design, construction, and project management services to implement the needed electrical infrastructure that serves the northside terminals. Delta was in the best position to perform the work because it was the contractor performing the T2/T3 Delta Sky Way Project which incorporated the same footprint of project site as the electrical infrastructure project, specifically during the gate closures around T3 where the electrical work is located; and

WHEREAS, the purpose of the project is to replace 60+ year old underground electrical infrastructure in order to provide power capacity and redundancy by means of two (2) directional pathways to all northside terminals, resulting in a highly reliable, flexible, and resilient utility-side electrical system; and

WHEREAS, the baseline schedule for the project is linked to the baseline schedule for the T2/T3 Delta Sky Way project, which began work in the second quarter of 2021 and is scheduled to finish in the first quarter of 2024. LAWA and Delta were analyzing ways to accelerate the T2/T3 Delta Sky Way project in response to the downturn in flights due to the COVID-19 pandemic, which may result in adjustments to those dates; and

WHEREAS, LAWA and Delta were able to accelerate the completion of the T2/T3 Delta Sky Way project by approximately 18 months by vacating T3 and consolidating operations to T2, thereby allowing the complete demolition and reconstruction of most of T3 without any impact to passengers; and

WHEREAS, the acceleration of T3 work required construction of temporary trailers to accommodate contractor and airline support staff. These trailers (yellow box in Figure 1 on the following page) were in the direct path of the trench required to be constructed by the project, causing a pause in the work (shown in red in Figure 1). As such, the current schedule for completing the project is approaching the original agreement expiration date of July 14, 2023; and

WHEREAS, the final activity of the project will be performed by LADWP (under this agreement), which includes cable installation. Scheduling of said activity is under LADWP's control, and the time extension of the agreement provides a sufficient buffer to allow LADWP staff to complete their work; and



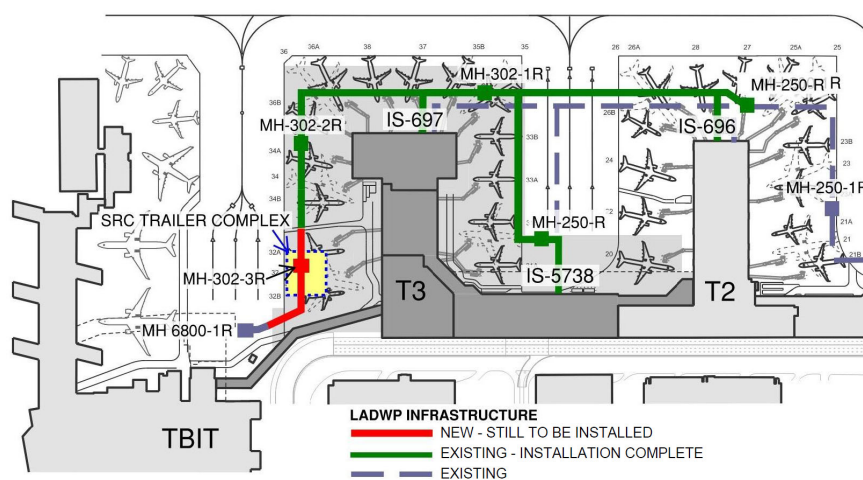


Figure 1

WHEREAS, this action, as a continuing administrative activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines. In addition, the operation, repair, maintenance or minor alteration of existing facilities of both investor and publicly owned utilities, electrical power and mechanical systems serving existing facilities are categorically exempt from CEQA requirements pursuant to Article III, Class 1 (2) of the Los Angeles City CEQA Guidelines; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the Staff Report; determined that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f and Article III, Class 1 (2) of the Los Angeles City CEQA Guidelines; approved the First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc. to extend the term through July 14, 2024, covering additional electrical capacity to Terminal 3 and power redundancy to the north terminals at Los Angeles International Airport; and authorized the Chief Executive Officer, or designee, to execute said First Amendment to Reimbursement Agreement DA-5455 with Delta Air Lines, Inc. after approval as to form by the City Attorney and approval by the Los Angeles City Council.

o0o

I hereby certify that this Resolution No. 27635 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, December 1, 2022.


Grace Miguel – Secretary
BOARD OF AIRPORT COMMISSIONERS

FIRST AMENDMENT TO CONTRACT DA-5455 BETWEEN THE CITY OF LOS ANGELES AND DELTA AIR LINES, INC. FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF POWER REDUNDANCY UPGRADES FOR TERMINALS 2 & 3 AT LOS ANGELES INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT TO CONTRACT NO. DA-5455, (the "First Amendment"), is made and entered into this day of , 20 , by and between the CITY OF LOS ANGELES, a municipal corporation, ("City") acting by order of and through its Board of Airport Commissioners ("Board") and DELTA AIR LINES, INC. ("Delta").

RECITALS

WHEREAS, City's Department of Airports known formally as Los Angeles World Airports ("LAWA") is responsible for the management and administration of this Contract; and

WHEREAS, the Board awarded Contract No. DA-5455, for reimbursement of costs associated with the design and construction of "Power Redundancy Upgrades for Terminals 2 & 3" (hereinafter referred to as "Project");

WHEREAS, the original term of the Contract No. DA-5455 was for three (3) years, expiring no later than the third anniversary date of the Notice to Proceed, issued on July, 15, 2020;

WHEREAS, the Parties desire now to extend the term of the Contract No. DA-5455 by one (1) year;

NOW, THEREFORE, in consideration of the promises, and of the terms, covenants, and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that Contract DA-5455 be further amended as follows:

Amendment Section 1. Section 3.0 of Contract No. DA-5455 is amended and restated in its entirety to read:

Section 3.0 Term. This Agreement shall commence upon the City's issuance of Notice to Proceed with the Work and shall be Substantially Complete by September 29, 2023; however, in no event shall the term of this Agreement extend past July 15, 2024, four (4) years after the Notice to Proceed, unless amended, subject to earlier termination as provided in Section 16.0 of this Agreement.

Amendment Section 2. It is understood and agreed by and between the parties hereto that, except as specifically provided herein, this First Amendment shall not, in any manner, alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of said Contract No. DA-5455, as amended.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the day and year first above written.

APPROVED AS TO FORM:

Michael N. Feuer / *Hydee Feldstein Soto*
City Attorney

CITY OF LOS ANGELES

Date: 1/4/2023

By: *Eric Ross*
Deputy City Attorney

By _____
Chief Executive Officer
Los Angeles World Airports

By _____
Chief Financial Officer
Los Angeles World Airports

ATTEST:

By *Alan T. Rosset*
Assistant Secretary (Signature)

Alan T. Rosset
Print Name



DELTA AIR LINES, INC

By: *K. Mark Pearson*
Signature

K. Mark Pearson
Vice President - Corporate Real Estate
Print Title