



CMH Airport Competition Plan Update Tracking Sheet - November 2021

Section	Subsection	Status	Description of Change
Overview and Cover Letter	N/A	Updated	Added Breeze Airways to table and revised total gates to 31. Updated listed date to September 30, 2021.
Availability of Gates and Related Facilities	1	Updated	
	2	No Change	
	3	Updated	Graphic replaced with most current lease assignments.
	4	No Change	
	5	No Change	
	6	No Change	
	7	Updated	Table updated to reflect current condition.
	8	Updated	Table updated to reflect added service.
	9	No Change	
	10	No Change	
	11	No Change	
	12	No Change	
	13	No Change	
Arrange of Leasing and Subleasing	1	No Change	
	2	No Change	
	3	No Change	
	4	No Change	
	5	No Change	
	6	No Change	
	7	No Change	
	8	No Change	
Gate Use Requirement	1	No Change	
	2	Updated	Added Breeze Airways
	3	No Change	
	4	No Change	
	5	No Change	
	6	No Change	
	7	No Change	
Gate Assignment Policy	1	No Change	
	2	No Change	
	3	No Change	
Financial Constraints	1	No Change	
	2	No Change	
	3	No Change	
	4	No Change	
Airport Controls Over Airside and Groundside Capacity	1	No change	
	2	No Change	
	3	No Change	
Airport Intentions to Build or Acquire Gates to be Used as Common Facilities	1	No Change	
	2	No Change	
	3	No Change	
	4		
Per 49 USC & 47107 (A)(15), The Method For Making the Competition Plan Available to the Public	1	No Change	
Appendix A	Airline Operating Agreement 2020-2024	No Change	
	Exhibit A		
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John Glenn Columbus International Airport (CMH) Airport Competition Plan Update

Submitted to:

Federal Aviation Administration

As required by:

**The Wendell H. Ford Aviation Investment & Reform Act for the 21st Century
Pub. L. 106-181A, Section 155**

Prepared by

**Columbus Regional Airport Authority
Columbus, OH**

November 18, 2021

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OVERVIEW

John Glenn Columbus International Airport (CMH or “the airport”) is owned and operated by the Columbus Regional Airport Authority (CRAA or “the Authority”). CMH is located in the eastern portion of the City of Columbus and serves as the primary commercial airport for the Columbus metropolitan area and Central-Ohio region. In addition to CMH, the Authority owns and operates Rickenbacker International Airport (LCK), a joint-use, military, cargo, and commercial airport located in southeast Columbus, as well as Bolton Field Airport (TZR), a general aviation airport located in southwest Columbus.

CMH is identified by the Federal Aviation Administration (FAA) as a medium-hub airport. As of October 2021, CMH provided service to 49 non-stop destinations via 9 air carriers and 1 scheduled tour provider (Vacation Express).

CMH fosters and strongly encourages airline competition and accommodates new entrant carriers. There are no slot restrictions, curfews, or other constraints on air operations at CMH. No single carrier dominates the market; all airline leases contain language detailing preferential use of space rather than exclusive use.

CMH has approximately 1 million square feet of terminal space, with 3 concourses. There are a total of 31 gates, including 1 on Concourse C (C46) with direct Federal Inspection Service (FIS) access. The following is a breakdown of the number of gates and airlines operating in each concourse as of October, 2021:

CONCOURSE A	CONCOURSE B	CONCOURSE C
5 GATES	15 GATES	11 GATES
Southwest Airlines	Air Canada	Alaska Airlines
	American Airlines	Delta Air Lines
	Spirit Airlines	Frontier Airlines
	United Airlines	Breeze Airways

CMH has two (2) parallel runways:

- Runway 10L-28R (8,000' x 150' asphalt pavement surface)
- Runway 10R-28L (10,113' x 150' asphalt pavement surface)

This update to the CMH Airport Competition Plan was triggered by the March execution of the 2020-2024 Signatory Airline Operating Agreement and Lease, effective January 1, 2020, by the Signatory Airlines and the Authority. CMH prepared the original Competition Plan in accordance with the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AR-21), Section 155, and applicable FAA Program Guidance. The original competition plan was submitted on December 13, 2018 and approved by the FAA Office of Airport Planning and Programming on May 8, 2019. This update provides information about CMH, its physical properties, facilities use, and how management upholds its commitment to promote expansion by incumbent carriers and access by new entrants. All operational data referenced in this update was as of October, 2021.

AVAILABILITY OF GATES AND RELATED FACILITIES

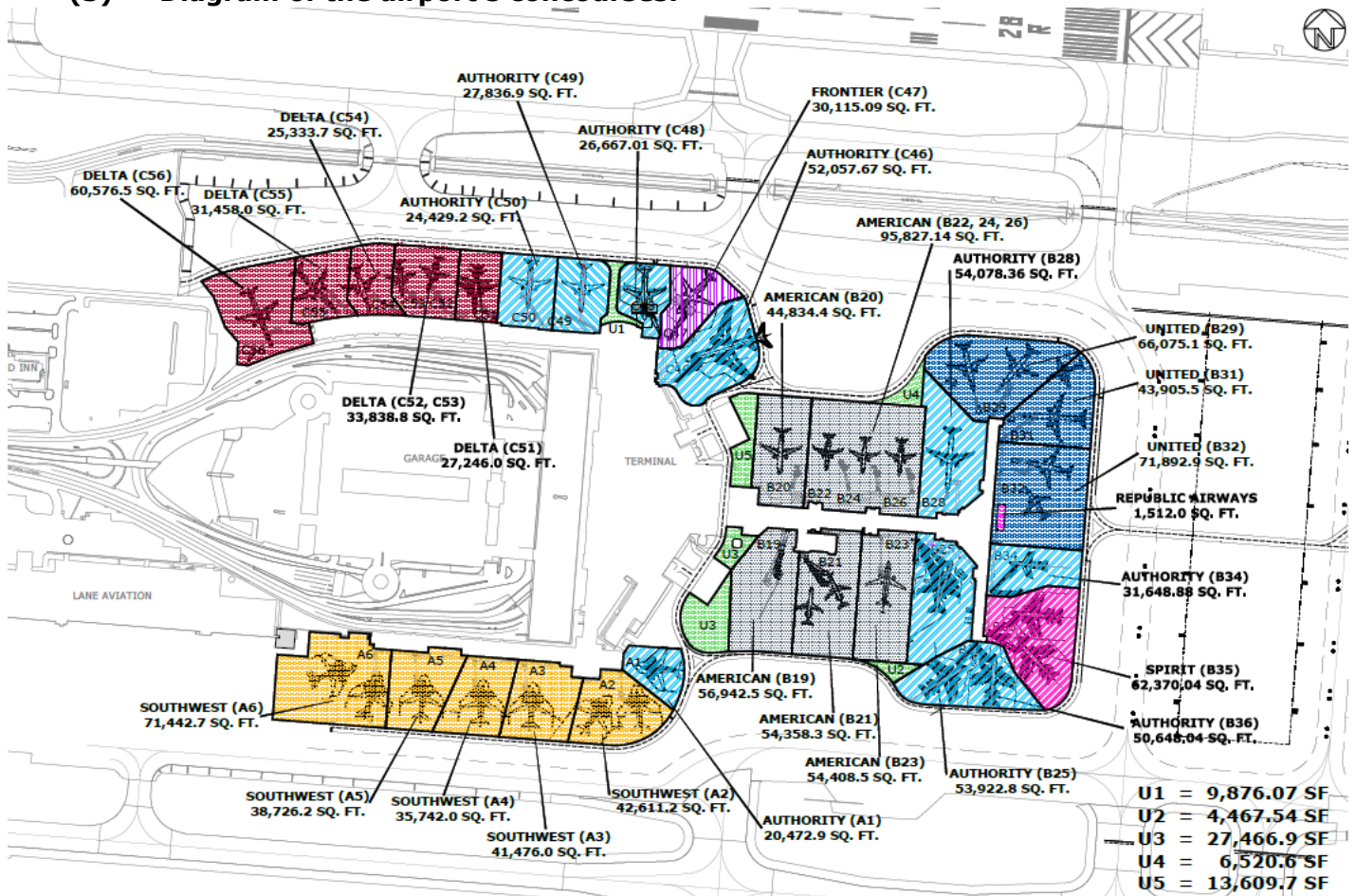
- (1) **Number of gates available at the airport by lease arrangement, i.e., exclusive, preferential, or common-use, and current allocation of gates.**

31 gates, 23 of which are preferentially leased, 8 are unleased/common-use. Gate C46 has direct access to the Federal Inspection Services (FIS) area. No gates are under exclusive lease.

- (2) **Whether any air carriers that have been serving the airport for more than three years are relying exclusively on common-use gates.**

No carriers that have been serving the airport for more than three years are exclusively relying on common-use gates. Due to availability, common-use gates are regularly used by many airlines.

- (3) **Diagram of the airport's concourses.**



- (4) **Description of gate use monitoring policies, including any differences in policy at gates subject to Passenger Facility Charge assurance # 7 and samples of gate use monitoring charts, along with a description of how the charts are derived and how they are used by the airport.**

Airlines are required to provide schedules to the CRAA. Monthly activity reports are submitted and reviewed by the CRAA. Common-use gates are directly managed by the CRAA. If scheduling conflicts exist, the CRAA determines use of common-use space based on flight schedules, current gate utilization (including the use of preferentially leased gates), aircraft type, and parking availability. Provisions exist within the Signatory Airline preferential-use leases that allow for both short-term and long-term

accommodation should the Authority not be able to secure space at a common-use gate. The CRAA also maintains a consolidation clause to ensure space availability for a new entrant.

(5) Description of the process for accommodating new service and for service by a new entrant.

New service by an existing carrier may be accommodated within their pre-existing preferentially leased gates and/or, based on the amount of activity at a gate, use of a common-use gate on a per turn basis, or ease of an additional gate on a preferential use basis.

New entrants have the option, based on the amount of activity at a gate, to use a common-use gate on a per turn basis, or to lease a gate on a preferential use basis. Provisions exist within the Signatory Airline preferential-use leases allowing for both short-term and long-term accommodation should a new entrant airline not be able to secure space at a common-use gate. The Authority also maintains a consolidation clause to ensure space availability for a new entrant.

(6) Description of any instances in which the Passenger Facility Charge competitive assurance #7 operated to convert previously exclusive-use gates to preferential-use gates or it caused such gates to become available to other users.

There are no such instances. Under the Signatory Airline Operating Agreement and Lease, no space is exclusive at CMH, but rather, preferential, which intentionally allows for the accommodation clauses.

(7) Gate utilization (departures/gate) per week and month reported for each gate.

AIRLINE	# OF FLIGHTS A DAY (avg.)	# OF GATES USED	# OF TURNS PER GATE
Air Canada	1	1	1.0
Alaska Airlines	1	1	1.0
American Airlines	32	9	3.6
Breeze Airways	3	1	3.0
Delta Air Lines	23	8	2.9
Frontier Airlines	2	1	2.0
Southwest	24	5	4.8
Spirit Airlines	5	2	2.5
United Airlines	19	3	6.3
Total	110	31	3.0 (average)

The above table shows gate utilization for October, 2021 for average weekday.

(8) The circumstances of accommodating a new entrant or expansion during the 12 months preceding filing, including the length of time between initial carrier contact of airport and start of service, the identity of the carriers and how they were accommodated.

Upon airline notification of intent to serve or expand, the CRAA Business Development and Airport Properties Department work directly with the airline to secure their facility requirements. These requirements are used to determine allocation of space. Guidance on facility assignments is memorialized in the Signatory Airline Operating Agreement

and Lease, Article IV, Allocation of Space.

The below table includes new entrant or expansion of service during the 12 months preceding the filing of this Competition Plan. All expansions were accommodated within the carrier's preferential leased space.

NEW ENTRANT OR EXPANSION	AIRLINE	ROUTE	ANNOUNCE DATE	START DATE	LENGTH OF TIME* (INITIAL CARRIER CONTACT TO START OF SERVICE)
New Entrant	Breeze	Charleston, Hartford, New Orleans, Norfolk, Tampa,	05/25/2021	07/3/2021	27 days
Expansion	Southwest	Austin	09/16/2021	03/10/2022	118 days
Expansion	Southwest	Myrtle Beach	03/15/2021	06/06/2021	59 days
Expansion	Southwest	Sarasota, Panama City Beach, Miami	10/26/2021	03/12/2022	93 days
Expansion	Spirit	Los Angeles, Pensacola	04/01/2021	06/09/2021	48 days
Expansion	Frontier	Tampa	09/28/2021	12/17/2021	55 days
Expansion	Frontier	Cancun	09/28/2021	01/21/2022	77 days
Expansion	Alaska	Seattle x2 daily	10/28/2021	06/16/2022	158 days
Expansion	United	Portland, Hilton Head, Charleston	03/25/2021	05/24/2021	42 days
* work days only, excludes holidays and weekends					

(9) Resolution of any access complaints by a new entrant or an air carrier seeking to expand service during the 12 months preceding the filing, including a description of the process used to resolve the complaint.

The CRAA has not denied access to any carrier, nor have there been access complaints filed. As stated in the Signatory Airline Operating Agreement and Lease (Appendix A) Article IV, Allocation or Space articulates steps airlines may take to dispute or request reconsideration of Authority determinations, should that occur. The resolution process directs the airline detail its concerns to the Authority in writing and in a timely manner such that decisions can be reevaluated by the Authority. Additionally, in the posting of gate availability on our website we note that the Competitive Access Liaison is available and how to reach that person in the event of a dispute. Upon such request, the Authority commits to reevaluating its disputed decision and make the final determination it believes best meets the overall goals of the Authority.

(10) Use/lose, or use/share policies and recapture policies for gates and other facilities. If no such policies exist, an explanation the role, if any under-utilized gates play in accommodating carrier requests for gates must be provided.

Airline leases at CMH have terms of 5 years. Gate and other space used by the airlines is reevaluated during negotiations for the next lease term. However, provisions exist

within the Signatory Airline preferential-use leases that allow for both short-term and long-term (within the lease term) accommodation should the Authority not be able to secure space at a common-use gate. The Authority also maintains a consolidation clause to ensure space availability for a new entrant. These policies are memorialized in Appendix A, Article IV, Allocation of Space.

(11) Plans to make gates and related facilities available to new entrants or to air carriers that want to expand service at the airport and methods of accommodating new gate demand by air carriers at the airport (common-use, preferential-use, or exclusive-use gates).

The existing common-use gate availability provides the necessary flexibility to accommodate new entrants and existing carrier expansion needs. The CRAA continues to plan for expansion through various terminal enhancement studies which include evaluating adding gate spaces. Provisions exist within the Signatory Airline preferential-use leases that allow for both short-term and long-term accommodation should the CRAA not be able to secure space at a common-use gate. The CRAA also maintains a consolidation clause to ensure space availability for a new entrant.

(12) Availability of an airport competitive access liaison to assist requesting carriers, including new entrants.

The Columbus Regional Airport Authority has identified its Program Manager, Airline Business Development as its Competitive Access Liaison for John Glenn Columbus International Airport (CMH). Any questions, comments and/or requests for dispute resolution about gate availability at CMH can be directed to the Program Manager, Airline Business Development who can be reached at 614-239-4059.

(13) Number of aircraft remain overnight (RON) positions available at the airport by lease arrangement, i.e., exclusive, preferential, common-use or unassigned, and distribution by carrier. This should include a description of the procedures for monitoring and assigning RON positions and for communicating availability of RON positions to users.

Within the 23 preferentially leased gates, there are 29 RON parking positions (some gates serve two aircraft parking positions). With the 8 common-use gates, there are 10 RON positions. Additionally, there are RON positions available off-gate at the east RON (ERON), ARFF apron and SE cargo apron. These additional parking positions can accommodate up to 23 aircraft (dependent on aircraft size). Airlines may request unleased RON parking through the Airport Operations department. If long term RON parking is needed, parking positions may be assigned based on demand. Airport Operations conducts gate use audits, as well as RON activity reports.

ARRANGE FOR LEASING AND SUBLEASING

(1) Whether a subleasing or handling arrangement with an incumbent carrier is necessary to obtain access.

No, this is not necessary. Airlines can, and typically do, directly lease from the airport and self-handle if they desire.

(2) How the airport assists requesting airlines to obtain a sublease or handling arrangement.

The Business Development and Airport Properties Department at CMH actively assists both existing and new entrant carriers in gaining access to the facilities required for their

operations. Additionally, assistance to airlines regarding subleasing of space is memorialized in Appendix A, Article IV, Allocation of Space.

(3) Airport polices for sublease fees levels (e.g., maximum 15% above lease rates), and for oversight of fees, ground/handling arrangements and incumbent schedule adjustments that could affect access to subtenants.

Assistance to airlines regarding subleasing of space is memorialized in Appendix A of this Competition Plan, Article IV, Allocation of Space and Article XII, Mergers, Assignments and Subletting.

(4) Process by which availability of facilities for sublease or sharing is communicated to other interested carriers and procedures by which sublease or sharing arrangements are processed.

The following information is posted on our website:

In support of the provisions outlined in the Signatory Airline Operating Agreement and Lease (Appendix A) Article IV, Section 404, the Columbus Regional Airport Authority maintains exclusive scheduling rights of its controlled gates. These gates may be utilized upon approval from the Authority via a request from the Airline. The Airline request will include date, ETA, ETD, aircraft type, flight number, point of origin and destination. The Authority will make every attempt to accommodate all requests. Requests should be made as soon as the requesting Airline is aware of the need for the Authority controlled gate. The Authority will work to accommodate the request of an incumbent Airline to the closest proximity Authority controlled gate. There is no guarantee that a close-proximity gate will be available, and accommodation of the request may result in the use of gate on a different concourse.

The following factors are used in determining the use of the Authority gate:

1. Emergency flights shall have priority over all other flights
2. IROP /Tarmac Delay Rule impacted flights.
3. International flights will have priority at gate C46
4. Prescheduled flights (to include charters) of the specific gates
5. Accommodation when leased gates are unavailable due construction/maintenance
6. Aircraft activity within the requesting airlines leased space (how many of the airlines gates are already used)
7. Number of Authority gates the requesting airline is already using
8. Time the aircraft will need the gate (turn vs RON)

CRAA will normally assign CRAA controlled Gates to airlines requesting the use of such gates using the provisions of this guidance and other factors deemed applicable at the sole discretion of the Authority.

(5) Procedures for resolving disputes or complaints among carriers regarding use of airport facilities, including complaints by subtenants about excessive sublease fees or unnecessary bundling of services.

The Columbus Regional Airport Authority has identified its Program Manager, Airline Business Development as its Competitive Access Liaison for John Glenn Columbus International Airport (CMH). Any questions, comments and/or requests for dispute resolution about gate availability at CMH can be directed to the Manager, Passenger Airline Business Development who can be reached at 614-239-4059.

(6) Resolution of any disputes over subleasing arrangements in the 12 months preceding filing.

As stated in the Signatory Airline Operating Agreement and Lease (Appendix A) Article IV, Allocation or Space articulates steps airlines may take to dispute or request reconsideration of Authority determinations, should that occur. The resolution process directs the airline detail its concerns to the Authority in writing and in a timely manner such that decisions can be reevaluated by the Authority. Additionally, in the posting of gate availability on our website we note that the Competitive Access Liaison is available and how to reach that person in the event of a dispute. Upon such request, the Authority commits to reevaluating its disputed decision and make the final determination it believes best meets the overall goals of the Authority. There have been no disputes over subleasing arrangements in the 12 months preceding filing. The Business Development and Airport Properties Department at CMH actively assists both existing and new entrant carriers in gaining access to the facilities required for their operations.

(7) Accommodation of independent ground service support contractors, including ground handling, maintenance, fueling, catering or other support services.

Airline rights regarding use of independent contractors to operate some or all of their business activities at CMH are memorialized in Appendix A, of this Competition Plan. Article III, Airline Rights, Privileges and Limitations, Section 301, Paragraph R.

(8) Copies of lease and use agreements in effect at the airport.

The 2020-2024 Signatory Airline Operating Agreement and Lease is attached as Appendix A of this Competition Plan.

GATE USE REQUIREMENT

(1) Gate use monitoring policy, including schedules for monitoring, basis for monitoring activity (i.e., airline schedules, flight information display systems, etc.), and the process for distributing the product to interested carriers.

See the response to question 4 under *Availability of Gates and Related Facilities* above. Gate schedules for select common-use gates are distributed monthly for general awareness.

(2) Requirements for signatory status and identity of signatory carriers.

All signatory airlines must comply with the requirements identified in Appendix A of this Competition Plan, CMH's Signatory Airline Operating Agreement and Lease. Current Signatory carriers serving CMH include Air Canada, Alaska Airlines, American Airlines, Breeze Airways, Delta Air Lines, Frontier Airlines, Southwest Airlines, Spirit Airlines, and United Airlines.

(3) Where applicable, minimum use requirements for leases (i.e., frequency of operations, number of seats, etc.).

There are no minimum use requirements stipulated in the lease. There is no minimum use requirement in order to lease terminal space.

(4) The priorities, if any, employed to determine carriers that will be accommodated through forced sharing or sub-leasing arrangements. This must include a description of how these priorities are communicated to interested carriers.

The Airport does not have any instances of forced subleasing.

(5) Justifications for any differences in gate use requirements among tenants.

We do not have gate use requirements.

(6) Usage policies for common-use gates, including, where applicable, a description of priorities for use of common-use gates. This should include an explanation of how these priorities are communicated to interested carriers.

The following information is posted on our website:

Common-use gates are directly managed by the CRAA. If scheduling conflicts exist, the CRAA determines the use of common-use spaced based on flight schedules, current gate utilization (including the use of preferentially leased gates), aircraft type, and parking availability. Provisions exist within the preferential-use leases that allow for both short-term and long-term accommodation should the CRAA not be able to secure space at a common-use gate. The Signatory Airline Operating Agreement and Lease also contain a consolidation clause to ensure space availability for a new entrant.

(7) Methods for calculating rental rates or fees for leased and common-use space. This should include an explanation of the basis for disparities in rental fees for common-use versus leased gates.

Terminal leased and common space rate calculations:

The Authority's rental rate calculation method begins with the calculation of the average terminal building rental rate by dividing the Net Terminal Requirement by the total Rentable Space in the terminal building. The average terminal rental rate is then applied to the weighted available airline space to determine the weighted terminal building rental rates per square foot.

For terminal leased space, the appropriate terminal building rental rate for the specific leased space type is applied to the leased square footage.

For common-use space, the appropriate terminal building rental rate for the specific common space type is applied to the common-use space square footage. The annual charge for the common-use space is then allocated to the signatory carriers using the 80/20 split methodology where 80% of the common-use charge is allocated to the carriers based on their percentage of enplaned passengers and the remaining 20% is shared equally among those carriers with more than 1% of the enplanements.

Apron leased space calculations:

The apron leased space calculation method is divided into two rates; rate per square foot and rate per thousand pounds of landed weight. Of the Apron Net Requirement, 50% is divided by the total apron square footage of all the signatory leased apron space to determine the rate per square foot and the remaining 50% is divided by the total signatory revenue landed weight reported during the previous 12 month period to determine the rate per 1,000 lbs. of revenue landed weight.

Leased Gate vs. Common Gate rate calculations:

The Leased Gate rental fee is a combination of the calculated leased terminal hold-room rental rate and the calculated leased apron rental rate mentioned above and a monthly jet bridge maintenance charge per jet bridge.

The Common-use Gate fee has been established such that signatory carriers may enjoy

the flexibility of using of Common Gates when demand dictates and at a rate that would be generally comparable to the per turn costs of a Leased gate, assuming a typical level of daily use (approximately 3 flights daily). This “per turn” fee is reviewed annually and compared to peer airports in the region. This method has benefited incumbent carriers as well as new entrants alike by not incentivizing carriers to lease more gate space than necessary and thereby affording more access to new entrants. In addition to the gate fee, the Authority also charges an Aircraft parking fee calculated by a flat rate meant to discourage long term parking at the gate and is charged based on the number of hours an aircraft is parked in the unassigned apron area.

Disparities in rental fees for common versus leased gates.

As stated above, assuming a typical level of daily use by a given carrier, there is no significant disparity in fees between a Leased Gate and Common Gate to those carriers who have executed a Signatory Airline Operating Agreement and Lease with the Authority. For those carriers who do not sign the Signatory Airline Operating Agreement and Lease, there is a 50% premium paid for the use of the Common Gates.

GATE ASSIGNMENT POLICY

- (1) Gate assignment policy and method of informing existing carriers and new entrants of this policy. This must include standards and guidelines for gate usage and leasing, such as security deposits, minimum usage, if any, fees, terms, master agreements, signatory and non-signatory requirements.**

Preferential-use gates are leased for 5 year terms. An airline is designated as the first priority user for their operations (scheduled and unscheduled). Authority common-use gates are available to all airlines (based, itinerant, and irregular operations). Scheduling of common-use gates is completed via airline request to the Airport Operations Department.

- (2) Methods for announcing to tenant carriers when gates become available. The description must discuss whether all tenant air carriers receive information on gate availability and terms and conditions by the same process at the same time.**

The information is posted and maintained on our website.

- (3) Methods for announcing to non-tenant carriers, including both those operating at the airport and those that have expressed an interest in initiating service, when gates become available, and policies on assigning remain overnight (RON) positions and how RON position availability announcements are made.**

The information is posted and maintained on our website.

FINANCIAL CONSTRAINTS

- (1) The major source of revenue at the airport for terminal projects.**

The major source of revenue for terminal projects includes airline backed bonds that are offset by available Passenger Facility Charges (PFC).

- (2) Rates and charges methodology (residual, compensatory, or hybrid).**

The CRAA is currently using a hybrid methodology. The CRAA leverages a residual rate making methodology in the airfield and apron areas. The Authority uses a commercial compensatory rate making methodology in the terminal.

(3) Past use, if any, of Passenger Facility Charges for gates and related terminal projects.

The CRAA has leveraged the use of Passenger Facility Charges since the inception of the program. The past use includes the construction of new terminal concourses, modernization of the existing terminal building, associated terminal apron areas, updates to the baggage handling systems, public address systems, terminal signage, FIDS/BIDS, access control systems, and jet bridge acquisition and replacement. Passenger Facility Charges are a critical user fee to help fund the capital improvement program.

(4) Availability of discretionary income for airport capital improvement projects.

The CRAA completes an annual financial feasibility forecast of the capital improvement needs for the upcoming five years. Non-airline revenues are maximized as much as possible to help fund the capital improvement program. The CRAA generates annual discretionary cash flow of between \$15M – \$20M.

AIRPORT CONTROLS OVER AIRSIDE AND GROUND SIDE CAPACITY

(1) Majority-in-interest (MII) or no further rates and charges clauses covering groundside and airside projects.

An MII clause for residual cost centers is memorialized in the Attachment A of this Competition Plan, Signatory Airline Operating Agreement and Lease, Article X, Deferrable Capital Expenditures. Such clause only permits the deferral of an applicable project for one year if a MII requests the deferral.

(2) Any capital construction projects that have been delayed or prevented because an MII was invoked.

There are no such projects.

(3) Plans, if any, to modify existing MII agreements.

There are no immediate plans to alter the current MII provisions.

AIRPORT INTENTIONS TO BUILD OR ACQUIRE GATES TO BE USED AS COMMON FACILITIES

(1) The number of common-use gates that the airport intends to build or acquire and the timeline for completing the process of acquisition or construction. This must include a description of the intended financing arrangements for these common-use gates, and whether the gates will be constructed in conjunction with preferential or exclusive-use gates.

The airport already has common-use gates and intends to maintain at least one common-use gate per concourse to accommodate growth or the servicing of peak hour flights by carriers in excess of their leased capacity.

(2) Whether common-use gates will be constructed in conjunction with gates leased through exclusive or preferential-use arrangements.

Such gates exist today.

(3) Whether gates being used for international service are available for domestic service.

The existing common-use gates in Concourses A and B are for domestic use. The international gate and FIS facilities are in Concourse C, gate C46, and is common-use and available for domestic service on an as-needed, during irregular activity basis, if not scheduled for international use. There are also domestic common-use gates in Concourse C. It is the CRAA's intention to maintain the international gate or gates as common-use.

(4) Whether air carriers that only serve domestic markets now operate from international gates. This must include a description and explanation of any disparity in their terminal rentals versus domestic terminal rentals.

CRAA's practice is to only place international flights at the common-use international gate. On rare occasions the international gate can be used for domestic operations at the same cost as any other common-use gate in the terminal. There is no price differential to use the international gate for a domestic operation.

PER 49 USC § 47107(A)(15), THE METHOD FOR MAKING THE COMPETITION PLAN AVAILABLE TO THE PUBLIC.

(1) 49 USC § 47107(a)(15) requires sponsors to make special airport financial reports available to the public. Therefore, the Competition Plan must include the covered airport's method of satisfying this requirement. If web posting is employed, the filing must identify the precise web address where the Competition Plan material may be found. Per FAA policy, if a web posting is not employed, the reasons for this decision must be discussed in the submission.

All CRAA financial and investment information can be found at the following URL:
<https://columbusairports.com/about-us/investor-relations>

Once approved by the FAA, the CRAA will publish the Airport Competition Plan at the following URL: [https://columbusairports.com/doing-business-with-us/resources](https://columbusairports.com/doing-business-with-us/resourceshttps://columbusairports.com/doing-business-with-us/resources)

APPENDIX A

CMH'S 2020-2024 SIGNATORY AIRLINE OPERATING AGREEMENT AND LEASE

John Glenn Columbus International Airport

*Signatory Airline Operating Agreement
And Lease*

2020-2024



**JOHN GLENN
INTERNATIONAL**



**JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT
SIGNATORY AIRLINE OPERATING AGREEMENT AND LEASE**

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**JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT
SIGNATORY AIRLINE OPERATING AGREEMENT AND LEASE**

THIS SIGNATORY AIRLINE OPERATING AGREEMENT AND LEASE, made and entered into as of the 1st day of January 2020, by and between the COLUMBUS REGIONAL AIRPORT AUTHORITY, a Port Authority organized and existing under the laws of the State of Ohio (the "AUTHORITY"), and the Airline named on the signature page hereof ("AIRLINE"). Capitalized terms have the meaning set forth in Article I of this agreement.

WITNESSETH: THAT,

WHEREAS, the AUTHORITY is the owner and operator of the John Glenn Columbus International Airport located in Columbus, Ohio (the "AIRPORT"); and

WHEREAS, AIRLINE is engaged in the business of air transportation; and

WHEREAS, AIRLINE and the AUTHORITY desire to enter into this Agreement for the lease of terminal space at the AIRPORT and the granting to AIRLINE of certain rights and privileges for use of the AIRPORT, all as hereinafter provided; and

WHEREAS, the AUTHORITY has passed Resolution No. XX-19 on December 3, 2019, authorizing the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and the rentals, fees and charges to be paid by AIRLINE, it is agreed and understood by and between the AUTHORITY and AIRLINE as follows:

ARTICLE I DEFINITIONS

Section 101. Meanings and Construction

Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used elsewhere in this Agreement.

A

"Administrative Space" means that space within the Terminal Building which is depicted as administrative space in Exhibit D and such additions thereto and deletions therefrom as may occur from time-to-time during the term of this Agreement.

"Affiliate or Affiliated Airline" means (i) any airline controlling, controlled by, or under common control with AIRLINE, where control is defined as a greater than 50% ownership interest; (ii) any regional Airline operating under essentially the same trade name of the AIRLINE or under essentially the same trade name of AIRLINE'S wholly owned subsidiary or operating under the designator code of the AIRLINE; or (iii) any Airline flying under its own livery, that is not selling any seats in its own name and all seats are being sold in the name of the Signatory Airline that the Airline is under contract to; in any case only if such airline is named on Exhibit H, as may be revised from time to time or is otherwise deemed to be an Affiliated Airline under this Agreement.

"Agreement" means this Signatory Airline Operating Agreement and Lease.

"Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"Airfield Area Cost Center" means the Cost Center of the same name described in Exhibit A.

"Airfield Area Cost Center Non-Airline Revenue" means aviation fuel flowage fees, Non-Signatory Airline landing fees, Airfield Area Cost Center aircraft parking fees and such other Airfield Area Cost Center revenue other than Signatory Airline Landing Fees and Signatory Cargo Carrier Landing Fees, reported and classified as such under the AUTHORITY'S cost accounting system from time to time.

"Airfield Area Requirement" means the requirement established pursuant to Section 503.

"Airfield Operations Area" or "AOA" means those areas of the AIRPORT used for the landing, take-off, and movement about the AIRPORT of aircraft,

as the same now exist or as the same hereafter are added to, modified, changed, or developed.

“AIRLINE” means the air carrier, or Airline named on the signature page hereof together with any Affiliated Airline operating at the AIRPORT, provided any such Affiliated Airline is not also a Signatory Airline.

“Airlines(s)” means AIRLINE and all other certificated operators of aircraft providing scheduled or charter air transportation of passengers where said operators are not exempted from the collection of Passenger Facility Charges (“PFCs”) for passenger enplanements occurring at the AIRPORT.

“AIRPORT” means John Glenn Columbus International Airport, together with any additions thereto, or improvements or enlargements thereof, hereafter made.

“Airports” means the John Glenn Columbus International Airport, Rickenbacker International Airport, and Bolton Field as they presently exist and as they are hereafter modified or expanded as long as they are owned and operated by the AUTHORITY and such other airport or airports as are hereafter acquired or established by the AUTHORITY.

“Amortization Period” means that period determined in accordance with Generally Accepted Accounting Principles for the amortization of a Capital Project subject to Authority Equity Recovery under the terms of this Agreement or any other capital project for which the cost is not expensed or funded from bond proceeds. Notwithstanding the foregoing, the Amortization Period for land shall be thirty (30) years.

“Annual Capital Adjustment Factor” means the change, if any, reported over the most recently reported twelve-month period in the Consumer Price Index/All Urban Consumers (CPI) published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100) or its designated replacement index.

“Annual Capital Outlay” means each individual improvement constructed or asset purchased or acquired from the AUTHORITY’s operating funds and designated by Authority as an Annual Capital Outlay for any Rate Period, provided, however, that any such improvement made or asset purchased for the Airfield Area Cost Center or Apron Cost Center shall not qualify as an Annual Capital Outlay if the Net Capital Cost of the same is in excess of \$250,000, as adjusted by the Annual Capital Adjustment Factor.

“Applicable Law” means all laws, statutes, ordinances, rules and regulations (including without limitation, Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to the AIRLINE or the AIRPORT, as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time and the judicial interpretations thereof.

"Applied PFCs" means PFC revenue approved for use by the FAA and applied as a credit against Debt Service, the Coverage Requirement, or another element of the Authority Requirement during any Rate Period.

"Apron" means those paved areas contiguous to the Terminal Building, designated as such on Exhibit C, as the same now exist or as the same hereafter are added to, modified, changed, or developed.

"Apron Cost Center" means the Cost Center of the same name as described in Exhibit A.

"Apron Fee Rates" means the Apron Fee Rates established pursuant to Section 504.

"Apron Fees" means the Apron Fees calculated pursuant to Section 508.

"Apron Requirement" means the requirement established pursuant to Section 504.

"Assigned Apron" means that portion of the AIRPORT Apron assigned to AIRLINE as shown and depicted on Exhibit C.

"AUTHORITY" means the Columbus Regional Airport Authority.

"Authority Equity Recovery" means the amortization charge, calculated in substantially equal annual installments over its Amortization Period, to recover that portion of the Net Capital Cost, plus implicit interest thereon, of any Capital Project paid for from the AUTHORITY's accumulated surpluses not derived from Airline's Rentals, Fees, and Charges. Implicit interest shall be computed at the rate reported in the Revenue Bond Index for January of the Rate Period said Capital Project is placed in service and implicit interest for the construction period shall be capitalized.

"Authority Requirement" means, for any Rate Period, the AUTHORITY's estimate of the following: (1) Operating Expenses; (2) the Net Capital Cost of Annual Capital Outlays; (3) Debt Service; (4) the Coverage Requirement; (5) Authority Equity Recovery; (6) those amounts required to be deposited during any Rate Period to any fund created pursuant to the terms of the Master Trust Indenture or any other Trust Indenture; (7) interest and associated costs paid prior to any project being recovered through Authority Equity Recovery; (8) the net amount of any judgment or settlement arising out of or as a result of the ownership, operation, or maintenance of the AIRPORT during said Rate Period, including, but not limited to, the amount of any such judgment or settlement arising out of or as a result of any claim, action, proceeding or suit alleging a taking of property or an interest in property without just or adequate compensation, trespass, nuisance, property damage, personal injury, or any other claim, action, proceeding, or suit based upon or relative to any environmental impact resulting from the use of the AIRPORT for the landing

and taking off of aircraft; (9) any and all other sums, amounts, charges, or requirements of the AUTHORITY to be recovered, charged, set aside, expensed, or accounted for during such Rate Period under the AUTHORITY's accounting system or this Agreement; provided, however, that the Authority Requirement shall not include any amounts included in (1) through (9) chargeable to a Special Facility or a Tenant Improvement.

"Authority's Rules" means those reasonable and nondiscriminatory rules and regulations including operating directives promulgated by the AUTHORITY from time to time. Except to the extent the AUTHORITY or a Governmental Authority determines that such rules or regulations are necessary to comply with mandatory federal rules and regulations, such regulations shall not increase Signatory Airlines' financial obligations to the AUTHORITY or otherwise limit or extinguish any other rights of the Signatory Airlines under their respective agreements.

B

"Bond or Bonds" means all notes, bonds, or other obligations issued by the Authority.

C

"Capital Cost" means the total cost of any Capital Project or any Annual Capital Outlay capitalized on the property, plant, and equipment records of the AUTHORITY, including the cost of design, engineering, and construction management and construction-related inspection services.

"Capital Project" means each individual improvement constructed or asset purchased or acquired by the AUTHORITY other than improvements or assets funded and designated as an Annual Capital Outlay.

"Cargo Use Agreement" means an agreement between the AUTHORITY and any one of the Airlines conducting an Air Transportation Business at the AIRPORT for the commercial transportation by air of cargo and mail, but not persons, which authorizes said Airline to use the AIRPORT for such purpose, including the facilities of the Airfield Operation Area and such other areas required to support its cargo operations, but does not authorize the use of the Terminal Building or the Apron.

"City" means the City of Columbus, Ohio.

"Common Use Charges Formula" means that formula which: (a) prorates twenty percent (20%) of the cost or expense of Common Use Premises or a common service provided to the Signatory Airlines equally among those Signatory Airlines then having a Variable Charges Percentage in excess of one percent (1%); and, (b) eighty percent (80%) of the cost or

expense among the Signatory Airlines based on each of the Airline's Variable Charges Percentage.

"Common Use Premises" means those premises in or about the Terminal Building which AIRLINE or its nominee uses on a common use basis with other Airlines, as depicted on Exhibit D.

"Cost Centers" means the cost centers used by the AUTHORITY in allocating and accounting for revenues, expenses, and other elements of the Authority Requirement as described in Exhibit A.

"Coverage Requirement" means twenty-five percent (25%) of Debt Service Charges as defined in the Master Trust Indenture and such other amounts as may be required at any time to satisfy a rate covenant in any Trust Indenture.

D

"Debt Service" means, for any period of time or on any date, Debt Service Charges and Subordinated Debt Service Charges as defined in the Master Trust Indenture and the principal of (including the compounded accreted amount of any capital appreciation bonds then payable), whether at stated maturity, by mandatory sinking fund redemption or otherwise, and interest and any premium due on Bonds during that period or payable on that date, as the case may be, and any letter of credit bank reimbursement obligations or municipal bond insurance obligations, sinking fund payments, call premiums, payments required by forward purchase agreements, remarketing fees, rebate payments, swap payments, trustee's fees, paying agent fees, and any other charges and fees payable in connection with Bonds.

"Debt Service Charges" has the meaning set forth in the Master Trust Indenture.

"Debt Service Coverage" means the actual coverage calculation resulting from the AIRPORT's annual operations as defined in the AUTHORITY'S Trust Indenture.

"Deferrable Capital Expenditure" means a capital expenditure directly allocated to the Airfield Area Cost Center or the Apron Cost Center other than (a) Annual Capital Outlays to be included in the Airfield Area Requirement or the Apron Requirement as provided in this Agreement or (b) expenditures made by the AUTHORITY under any of the following conditions:

- (i) Expenditures for Capital Projects that are listed on Exhibit F attached hereto, provided, however, that the incremental Net Capital Cost of any such Capital Project shall constitute a Deferrable Capital Expenditure if the Net Capital Cost for such Capital Project exceeds the listed Net Capital Cost as adjusted by

the Annual Capital Adjustment Factor by more than ten percent (10%) and is not otherwise excepted under this definition;

(ii) Other expenditures for Capital Projects (not otherwise excepted under this definition) whose Net Capital Costs in the aggregate during any Rate Period are not greater than the sum of the Consultation Minimum and Consultation Carryforward, as defined below, for that Rate Period. The "Consultation Minimum" for each Rate Period shall be \$5 million, as adjusted annually by the Annual Capital Adjustment Factor. The "Consultation Carryforward" for each Rate Period shall be the unused Consultation Minimum from the prior Rate Period with expenditures in the current Rate Period applied to the prior Rate Period's Carryforward first. Notwithstanding the above, the adjusted Consultation Minimum plus the Consultation Carryforward shall not exceed \$5 million, adjusted in accordance with the Annual Capital Adjustment Factor, in any single Rate Period:

(iii) For emergency or airfield safety purposes;

(iv) To comply with any applicable law, rule, regulation, policy, or order of any federal, state, or local agency or court or any federal or state grant agreement or airport certification requirement;

(v) To remedy any significant environmental problems at the Airport;

(vi) To repair any casualty damage to AIRPORT property to the extent not covered by insurance; or

(vii) To fund costs or improvements, including the associated costs therefore, incurred to settle lawful claims, satisfy judgments, or comply with judicial orders against the AUTHORITY by reason of its ownership, operation, maintenance, development, improvement (including design and construction), or use of the AIRPORT.

"Deplaned Passengers" means all arriving passengers of AIRLINE and of all other Airlines deplaning at the Terminal Building, including all on-line and off-line deplaning transferring passengers, but excluding through passengers.

"Differential Terminal Building Rental Rates" means those Terminal Building Rental Rates established pursuant to Section 502(D) and calculated in accordance with Exhibit E.

"Direct Cost Centers" means those Cost Centers described as such in Exhibit A.

E

"Enplaned Passengers" means any passenger boarding an aircraft at the Airport, including any such passenger that previously disembarked from another aircraft of AIRLINE or any other Airline.

"Environmental Laws" means every applicable law, ordinance, rule, regulation, permit or permit condition, order, or directive regulating, relating to, or imposing liability or standards of conduct, of any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions relating to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of Hazardous Materials to the environment and to the generation, use, storage, transportation, or disposal of Hazardous Materials as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time and the judicial interpretations thereof.

"Environmental Permits" means any and all permits, licenses, approvals, authorizations, consents, or registrations required by applicable Environmental Laws, whether federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of Hazardous Materials.

"Event of Default" means an Event of Default as defined in Section 1301.

F

"Federal Aviation Administration or FAA" means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

G

"General Airline Credit" means for the applicable Rate Period the amount, if any, available for sharing among all Signatory Airlines, including AIRLINE, as determined pursuant to Section 513(A)(i).

"General Purpose Funds" means cash reserves which represent a sufficient level of cash the AUTHORITY determines are prudent to maintain in the event of an economic downturn, bankruptcy of an airline or any other event that can have a negative impact on the Authority's operations. General Purpose Funds shall not include Passenger Facility Charges, Customer Facility Charges or similar funds that are maintained and restricted for a specific legal purpose.

“Governmental Authority” means any federal, State, county, City or other governmental entity, or any subdivision thereof, with authority over the AUTHORITY or AIRLINE.

“Grants-in-Aid” means the Federal Airport Improvement Program (AIP) funds, funds from any successor Federal program to AIP, State of Ohio, Division of Aviation, Department of Transportation funds and funds from any successor Ohio Department of Transportation program made available to AUTHORITY for capital projects related to the Airports.

H

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic, or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any Environmental Laws.

I

“Indirect Cost Centers” means those Cost Centers described as such in Exhibit A.

“Inline Baggage System” means those non-exclusive areas of the Airport for the baggage system that are used jointly by AIRLINE and other authorized users of the Airport, along with all facilities, improvements, equipment, and services related to and contained therein, as shown in Exhibit K attached hereto, as may be amended from time to time.

“Inline Baggage System Charges Airline Allocation Formula” means that formula which: (a) prorates ten percent (10%) of the cost or expense of the Inline Baggage System or a similar common service provided to the Signatory Airlines equally among those Signatory Airlines then having a Variable Charges Percentage in excess of one percent (1%), counting the AIRPORT as one (1) Signatory Airline for this purpose; and (b) ninety percent (90%) of the cost or expense among the Signatory Airlines based on each of the Airlines’ Variable Charges Percentage.

“Irregular Operations” means an off-schedule arrival or departure of a scheduled operation such that it is not capable of operating within such Airline’s assigned period of use of a gate.

L

“Landing Fee Rate” means the Landing Fee Rate established pursuant to Section 503, rounded up to the next whole cent.

"Landing Fees" means Landing Fees calculated pursuant to Section 507.

"Leased Premises" means, at any time, for AIRLINE, those areas and facilities in the Terminal Building which, pursuant to Article II are leased to AIRLINE for its preferential, shared, or common use and occupancy as depicted in Exhibit B and Assigned Apron as depicted in Exhibit "C".

M

"Majority in Interest" or "MII" means:

(i) With respect to any Airfield Area Cost Center matter, at least fifty percent (50%) in number of all Signatory Airlines, and Signatory Cargo Carriers at the AIRPORT which together landed more than sixty-six percent (66%) of the Signatory Airlines', and Signatory Cargo Carriers' Revenue Landed Weight at the AIRPORT during the immediately preceding Rate Period, and

(ii) With respect to any matters concerning the Apron Cost Center, at least fifty percent (50%) in number of all Signatory Airlines at the AIRPORT which together landed more than sixty-six percent (66%) of the Signatory Airlines' Revenue Landed Weight at the AIRPORT during the immediately preceding Rate Period and which together lease at least sixty-six percent (66%) of the total square footage of Apron leased to the Signatory Airlines.

In all cases, the Affiliates of Signatory Airlines shall not be deemed to be a separate Signatory Carrier for purposes of determining the number of Signatory Airlines, but the Landed Weight of Affiliates shall be added to and included as part of its sponsoring Airline.

No Airline shall be deemed to be a Signatory Airline or a Signatory Cargo Carrier for the purpose of this definition so long as an Event of Default, including bankruptcy, with respect to such Airline has occurred and is continuing or if such Airline is no longer operating at the AIRPORT.

"Master Trust Indenture" means the Master Trust Indenture dated as of July 1, 1994, between the AUTHORITY and the Trustee, including the General Bond Resolution, as amended or supplemented from time to time.

"Maximum Certificated Gross Landing Weight" means, for any aircraft operated by an Airline, the maximum certified gross landing weight in one thousand pound units of such aircraft as certified by the FAA and as listed in the Airline's FAA approved Flight Operations Manual.

N

"Net Airfield Area Requirement" means the requirement established pursuant to Section 503.

"Net Apron Requirement" means the requirement established pursuant to Section 504.

"Net Capital Cost" means the Capital Cost of any Capital Project or Annual Capital Outlay less amounts financed from the proceeds of: (i) Grants-in-Aid; (ii) PFCs; (iii) Bonds for which the debt service will not be paid from Rentals, Fees, and Charges; (iv) Bonds for which the debt service is to be paid for by PFCs, insurance, or any amount financed by AUTHORITY funds not derived from Rentals, Fees, and Charges.

"Net Operating Income" means the amount established pursuant to Section 513(B).

"Net Terminal Building Requirement" means the requirement established pursuant to Section 502.

"Non-Signatory Airline" means an Airline using the AIRPORT which is not a Signatory Airline, or an Affiliated Airline.

O

"Operating Expenses" or "O&M Expenses" means, for any Rate Period, all expenses incurred by the AUTHORITY for such Rate Period in providing for the administration, operation, maintenance, and management of the AUTHORITY and the AIRPORT, including, without limitation, the performance by AUTHORITY of any of its obligations related thereto as set forth in this Agreement. Operating Expenses shall not include depreciation charges as reflected in the AUTHORITY's annual financial statements.

"Originating Enplaned Passengers" means all passengers of AIRLINE and of all other Airlines enplaning at the Terminal Building except enplaning on-line and off-line transfer passengers.

P

"Passenger Facility Charge" or "PFC" means moneys collected by the AIRLINES on behalf of the AUTHORITY from charges imposed by the AUTHORITY pursuant to 49 U.S.C. §40117, as amended or supplemented from time to time, and 14 C.F.R. Part 158, as amended or supplemented from time to time.

"Passenger Holdroom" or "Holdrooms" means that space within the Terminal Building used to enplane and deplane passengers of AIRLINE or other Airlines.

"Preferential Use Premises" means those Leased Premises within the Terminal Building, including Shared Use Premises, for which AIRLINE holds a priority over others as to use, and as shown on Exhibit B.

"President & CEO" means the President & CEO of the AUTHORITY or the person performing the functions of that office, as authorized by the Chairman of the Board, or that person authorized by the President & CEO to act for or on behalf of the President & CEO with respect to any particular matter under this Agreement.

R

"Rate Period" means each twelve-month period comprising the AUTHORITY's fiscal year, initially a calendar year.

"Reimbursements" means those charges payable by AIRLINE and other Airlines which directly reimburse the AUTHORITY for the cost of utilities, real estate taxes, or any other direct service provided by the AUTHORITY, and which are applied as credits against or deductions from the Authority Requirement, or any element thereof, in determining Rentals, Fees, and Charges under Articles V and VI.

"Rentable Space" means that space within the Terminal Building that is constructed, identified and segregated as space to be leased by commercial tenants and depicted as rentable space in Exhibit D and such additions thereto and deletions therefrom as may occur from time-to-time during the term of this Agreement. Any space not already included in Rentable Space which is then leased to a commercial tenant such that the space produces revenue shall be added to Rentable Space.

"Rentals, Fees, and Charges" means for any Rate Period the rentals, fees, and charges payable by AIRLINE pursuant to Articles V and VI.

"Revenue Aircraft Arrival" means each landing of an aircraft at the AIRPORT, by an Airline, whether Signatory Airline or a Non-Signatory Airline, or a Cargo Carrier, whether signatory or non-signatory, other than a landing of an aircraft which either: 1) arrives at the AIRPORT and, without the deplaning of any persons, cargo or mail anywhere on the Airport, said aircraft receives any servicing permitted by this Agreement or pursuant to another agreement between AIRLINE and the AUTHORITY and following said servicing, without the enplaning of any persons, cargo or mail, departs from the AIRPORT, or 2) departs from the AIRPORT and which returns, without having landed at another airport, for meteorological, mechanical, safety, or any other emergency purpose, or 3) training flights except to the extent that such training flights exceed five percent (5%) of such Airline's scheduled flights for the month.

"Revenue Bond Index" means the published Bond Buyer's 25 Bond Revenue index that estimates the approximate yield on revenue bonds maturing in thirty (30) years.

“Revenue Landed Weight” means, for each Rate Period, the sum of the products determined by multiplying each Revenue Aircraft Arrival by AIRLINE, other Signatory Airlines and the Signatory Cargo Carriers by the applicable Maximum Certificated Gross Landing Weight of the aircraft making said Revenue Aircraft Arrival.

S

“Security Deposit” means an irrevocable letter of credit or other security acceptable to AUTHORITY provided pursuant to Section 605.

“Shared Use Charges Formula” means that formula which prorates the cost or expense of the Shared Use Premises described in Exhibit B or a service provided to two or more Signatory Airlines as the circumstances dictate and the AUTHORITY and such Signatory Airlines agree.

“Shared Use Premises” means those Preferential Use Premises which AIRLINE leases and uses on a shared use basis with other Signatory Airlines, as depicted on Exhibit B, for which all Signatory Airlines under such leasehold an equal priority right of use over others.

“Signatory Airline” means the AIRLINE, or any Airline, that together with the Authority has executed an Agreement under substantially the same terms and conditions as this Agreement. Additionally, any Airline must also lease space in the Terminal Building under the Agreement to be considered a Signatory Airline.

“Signatory Cargo Carrier” means, at any time, each one of the Airlines which then has a Cargo Use Agreement with the same expiration date as this Agreement in effect with the AUTHORITY.

“Special Facility or Facilities” means any AUTHORITY-owned facility acquired or constructed for the benefit or use of any person or persons and the costs of construction and acquisition of which are paid for (a) by the obligor under a Special Facility agreement, (b) from the proceeds of Special Facility revenue bonds, or (c) both.

“State” means the State of Ohio.

“Supplemental Airline Credit” means, for the applicable Rate Period the amount, if any, available for sharing among all Signatory Airlines, including AIRLINE, as determined pursuant to Section 513(A)(ii).

“Supplemental Charges” means for any Rate Period those fees and charges payable by AIRLINE pursuant to Section 512.

“Supplemental Trust Indenture” means any supplemental trust indenture entered into pursuant to the Master Trust Indenture and which shall

include any related Series Resolution, as amended or supplemented from time to time.

T

“Tenant Improvements” means those capital improvements or capital equipment constructed or installed by the AUTHORITY for an Airline or another tenant under an agreement in which said Airline or tenant agrees to reimburse the AUTHORITY for costs related thereto.

“Terminal Building” means the main terminal buildings and concourses of the AIRPORT, including all supporting and connecting structures and facilities and all appurtenances to said buildings and facilities, as the same now exist or as the same hereafter may be added to, modified, changed, or developed and said term shall also include any additional new terminal structure hereinafter constructed by the AUTHORITY at the AIRPORT.

“Terminal Building Cost Center” means the Cost Center of the same name as described in Exhibit A.

“Terminal Building Rental Rate” means the average Terminal Building Rental Rate established pursuant to Section 502.

“Terminal Building Rentals” means the Terminal Building Rentals calculated pursuant to Section 506.

“Terminal Building Requirement” means the requirement established pursuant to Section 502.

“Transferred Coverage” means the amount of a previous Rate Period’s funded Coverage Requirement carried forward to the subsequent Rate Period by the AUTHORITY.

“Transportation Security Administration” or “TSA” means the Transportation Security Administration created under the Aviation and Transportation Security Act (“ATSA”), Public Law 107-71 of 2001, as amended, or any successor agency thereto.

“Trust Indenture” means the Master Trust Indenture, all Supplemental Trust Indentures, and any other trust indenture or AUTHORITY resolution pursuant to which Net Revenues of the AIRPORT are pledged.

V

“Variable Charges Percentage” means for each twelve-month period beginning July 1st of each Rate Period, AIRLINE’s percentage of the total Originating Enplaned Passengers of all Signatory Airlines at the AIRPORT for the most recently reported twelve-month period with such adjustments as appropriate for commencement or cessation of service by a Signatory Airline.

Section 102. Interpretation

(A) References in the text of this Agreement to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Agreement and to the same articles, sections, paragraphs, and exhibits of each other Signatory Airline Operating Agreement and Terminal Building Lease, unless otherwise specified.

(B) The terms "hereby," "herein," "hereof," "hereto," "hereunder," and any similar terms used in this Agreement refer to this Agreement.

(C) Words importing persons shall include firms, associations, partnerships, trusts, corporations, limited liability companies, and other legal entities, including public bodies and Governmental Authorities, as well as natural persons.

(D) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

(E) Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

(F) The term "including" shall be construed to mean "including without limitation", unless otherwise expressly indicated.

(G) All references to number of days shall mean calendar days.

(H) Words used in the present tense include the future.

Section 103. Incorporation of Exhibits

The following Exhibits are hereby made a part of this Agreement:

Exhibit A	Authority Cost Centers
Exhibit B	AIRLINE's Terminal Building Leased Premises
Exhibit C	AIRLINE's Assigned Apron
Exhibit D	Summary of Terminal Building Rentable Space
Exhibit E	Calculations of Differential Terminal Building Rental Rates
Exhibit F	Approved Capital Projects
Exhibit G	Maintenance Responsibility
Exhibit H	Affiliated Airlines
Exhibit I	Summary of Charges and Supplement
Exhibit J	Required Federal Provisions

Section 104. Affiliated Airlines

The AIRLINE executing this Agreement and its Affiliated Airlines shall be treated as a single entity for purposes of application of all provisions of this Agreement. All references to AIRLINE and Signatory Airline shall include Affiliated Airlines unless otherwise expressly stated in this Agreement. The AIRLINE executing this Agreement shall have the right to add or delete Affiliated Airlines from time to time by written notice to the AUTHORITY. AIRLINE agrees to give the AUTHORITY thirty (30) days advance written notice in order to designate an Airline as an Affiliated Airline or to revoke such status, or if thirty (30) days written notice is not possible, AIRLINE shall provide AUTHORITY with written notice as soon as possible prior to the commencement of Affiliated Airlines' operations or revocation of Affiliated Airline's status. Regardless of the timing of any such written notice, an Affiliated Airline's status shall terminate automatically at such time as the Affiliated Airline ceases to satisfy the criteria contained in the definition of Affiliated Airline contained in Section 101. AIRLINE acknowledges that any airline affiliated with AIRLINE that is operating at the AIRPORT and handled by the AIRLINE but not is otherwise a Signatory Airline receiving the benefit of Signatory Airline status under this Agreement shall be deemed to be an Affiliated Airline under this Agreement.

With respect to any Affiliated Airline, AIRLINE guarantees the payment of all rents, rates, charges and fees owed, including PFCs of each Affiliated Airline so designated by AIRLINE to the extent such amounts accrued while such Airline is AIRLINE'S Affiliate. All payments due from the Affiliated Airline shall be made by AIRLINE and AIRLINE's failure to pay any amount owed by an Affiliated Airline shall be an Event of Default under Section 1301 of this Agreement. If AIRLINE fails to make any such payment, the Affiliated Airline remains fully responsible and liable to the AUTHORITY for said payment. Provided AIRLINE makes timely payments of any required amounts, the Affiliated Airline's activity will count toward the AIRLINES's activity for all purposes under this Agreement. Notwithstanding the foregoing, each Affiliated Airline shall directly report and pay all PFCs that it collects to the AUTHORITY.

**ARTICLE II
LEASE TERM**

Section 201. Term

The term of this Agreement shall commence on January 1, 2020 (the "Effective Date") and shall expire on December 31, 2024, unless sooner terminated pursuant to the provisions hereof.

Section 202. Holding Over

With AUTHORITY consent: If AIRLINE shall, with the consent of AUTHORITY, hold over after the expiration of the term of this Agreement, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. Such tenancy may be terminated by either AIRLINE or AUTHORITY upon no less than thirty (30) days prior written notice to the other. During such month-to-month tenancy, AIRLINE shall pay to AUTHORITY the same rate of rental and landing fees as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the additional provisions of the Agreement insofar as they may be pertinent.

Without AUTHORITY consent: If the AIRLINE shall, without the prior consent of AUTHORITY, hold over after the termination of this Agreement, AIRLINE shall pay to AUTHORITY 150% of the rentals, fees and charges set forth herein which would have been payable by AIRLINE hereunder with respect to such retained portion had this Agreement not expired or been terminated.

ARTICLE III AIRLINE RIGHTS, PRIVILEGES, AND LIMITATIONS

Section 301. Use of AIRPORT

Subject to the terms of this Agreement, AIRLINE shall have the right to conduct its Air Transportation Business at the AIRPORT and to perform the following operations and functions as are incidental or necessary to the conduct of such business at the AIRPORT.

(A) *Use in Common of Terminal Building.* AIRLINE shall have the right to use, in common with others so authorized, the public areas and public facilities of the Terminal Building.

(B) *Use in Common of Airfield Operations Area and Apron.* AIRLINE shall have the right to use landing field areas, non-assigned aprons, roadways, runways, taxiways, runway and taxiway lights, beacons, facilities, equipment, improvements, services, and other conveniences for flying, landing, taxiing, servicing, and takeoff of aircraft.

(C) *Operation and Maintenance of Aircraft and Equipment.* AIRLINE shall have the right to conduct routine servicing by AIRLINE, or by its suppliers of materials or by its furnishers of routine services of aircraft and other equipment with fuel, oil, lubricants, line maintenance, deicing fluids, or other materials or supplies, at its Assigned Aprons or other aircraft parking positions designated by the AUTHORITY's Rules operated by AIRLINE or by other Airlines with which AIRLINE has an approved handling agreement and provided that such suppliers of materials or furnishers of services are authorized by AUTHORITY to operate at the Airport. AIRLINE shall not perform maintenance and/or repairs on ground service equipment including, but not limited to, vehicles, baggage carts, power units, and trucks on the Apron or at any

location other than those designated by the AUTHORITY. AIRLINE shall not do, or permit to be done, at the Apron area any heavy maintenance (e.g., engine changes, control surface replacements and overhauls) within areas under AIRLINE's control unless such maintenance is consented to by the AUTHORITY and suitable, reasonably accessible, space is available for such purpose.

All storage of oil, lubricants, or other materials or supplies shall be maintained in accordance with prudent insurance underwriting and safety standards and in accordance with the AUTHORITY's Rules.

Exterior cleaning of aircraft shall be limited to instances when special advance approval of the time and place of such cleaning is given by the AUTHORITY.

If, during AIRLINE's servicing of aircraft other than those services that are normally performed in conjunction with scheduled operations, the AUTHORITY requires access to one or more of AIRLINE's Assigned Aprons due to an emergency or for the temporary access by another Airline as provided in Article IV, below, AIRLINE shall remove said aircraft from the appropriate Assigned Apron as quickly as reasonably possible, provided such removal does not interfere with AIRLINE's own scheduled operations.

(D) *Parking of Aircraft and Equipment Outside Assigned Area.* Unless agreement is reached between AIRLINE and another Airline regarding use of AIRLINE's Assigned Apron, if AIRLINE repeatedly parks or stores any aircraft, vehicle, or ground service equipment outside of the boundary areas of AIRLINE's Assigned Apron set out in Exhibit C or as painted, striped, or otherwise indicated on the Apron, AIRLINE shall pay to the AUTHORITY or the impacted Airline, as appropriate, any applicable fee for such parking or storage.

(E) *Ramp Support.* AIRLINE shall have the right to use, subject to applicable fees and charges, water and electric power, telephone and preconditioned air systems, and loading bridges, to the extent supplied by the AUTHORITY, at or adjacent to its Leased Premises; and, to the extent not supplied by the AUTHORITY, to purchase, install, use, and maintain, at AIRLINE's Assigned Aprons, loading bridges and mobile stair devices for the loading, unloading, and general servicing of AIRLINE's aircraft, auxiliary power systems, air start systems, preconditioned air systems, and other miscellaneous aircraft and aircraft-related support equipment and facilities.

(F) *Personnel.* AIRLINE shall have the right to hire and train at the AIRPORT personnel in the employ of, or to be employed by, AIRLINE.

(G) *Customer Service.* AIRLINE recognizes the importance of the community and the traveling public to the AIRPORT and will provide such services, at a minimum, as is AIRLINE's normal practice at similar airports, such as skycaps, wheelchair and cart services to AIRLINE's passengers.

(H) *Testing Flights.* AIRLINE shall have the right to test aircraft and other equipment owned or operated by AIRLINE; provided that such testing is incidental to the use of the AIRPORT in the operation by AIRLINE of its Air Transportation Business and will not hamper or interfere with use of the AIRPORT and its facilities by others entitled to use of the same. The AUTHORITY reserves the right to restrict any testing operations it deems to interfere with the safe and efficient use of the AIRPORT and its facilities or to create excessive noise as determined by the AUTHORITY.

(I) *Sale, Disposal, or Exchange of Equipment and Products.* AIRLINE shall have the right to sell, dispose, or exchange aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, deicing fluid, and other equipment of AIRLINE, or supplies including, without limitation, any propellant now or hereafter used in aircraft or other equipment of AIRLINE; provided that such rights shall not be construed as authorizing the conduct of a separate business by AIRLINE, but shall only permit AIRLINE to perform such functions as are incidental to its conduct of its Air Transportation Business. AIRLINE shall not routinely sell or exchange gasoline, fuels, or propellants except to an Affiliate Airline or a company with which AIRLINE has a handling agreement, or for use in aircraft of others which are being used solely in the operations of AIRLINE, or except when the particular grade and type of fuel desired by others is not otherwise available from third-party vendors at the AIRPORT.

(J) *Landing, Takeoff, Parking.* AIRLINE shall have the right to land, take off, fly over, taxi, tow, and condition AIRLINE's aircraft and, in areas designated by the AUTHORITY. AIRLINE shall have the right to park for an extended period of time, service, deice, load or unload, store, or maintain AIRLINE's aircraft and support equipment subject to the availability of space, and subject to AIRLINE's timely payment of reasonable charges; provided, however, AIRLINE shall not knowingly permit, without the consent of the AUTHORITY, the use of the Airfield Operations Area or any portion thereof by any aircraft operated or controlled by AIRLINE which exceeds the design strength or capability of such area as described in the then-current FAA-approved Airport Layout Plan (ALP) or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

(K) *Loading and Unloading.* AIRLINE shall have the right to load and unload persons, cargo, and mail by motor vehicles or other means of conveyance, as AIRLINE may desire or require in the operation of its Air Transportation Business, via routes and at locations designated by the AUTHORITY. AIRLINE may designate the particular carrier or carriers which may transport AIRLINE's employees, property, and mail to, from, and on the AIRPORT; however, the AUTHORITY reserves the right to require such carrier or carriers to secure a permit from, and pay any applicable fees to, the AUTHORITY to conduct such activity at the AIRPORT.

(L) *Activities within Space.* AIRLINE shall have the right to conduct the following activities within its Preferential Use Premises:

(i) AIRLINE shall have the right to install, maintain and operate, in AIRLINE's Preferential Use Premises, customer relations, security and waiting room facilities and equipment; reservations offices; administrative offices; operations offices; lockers, restrooms, and related facilities for its employees; baggage, cargo, and mail handling and storage facilities and equipment; provided however, that the particular Preferential Use Premises are designed to be used for said purpose or said use has been approved, in writing, by the AUTHORITY.

(ii) AIRLINE shall have the right to install personal property, including furniture, furnishings, supplies, machinery, and equipment, in AIRLINE's Preferential Use Premises, as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business. Title to such personal property shall remain with AIRLINE, subject to the provisions of this Agreement.

(iii) AIRLINE shall have the right to construct modifications, finishes, and improvements in its nonpublic Preferential Use Premises as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business, subject to the approval and permitting requirement provisions of Article VIII.

(M) *Activities within Airline Clubs.* AIRLINE shall have the right to furnish and operate a preferred customer, "VIP" club or similar private club. In addition to its per square foot rentals, AIRLINE shall pay a concession fee if and only if, it provides goods and services for a charge, which concession fee shall be the applicable concession fee rate for like sales payable on the AIRPORT; provided that no such payment shall be required with respect to items obtained from concessionaires already obligated to make such payments to the AUTHORITY with respect to such obtained items. Notwithstanding the above, membership fees and sale of consumables purchased from Airport concessionaires, shall be exempt from such a concession fee. Further, such preferred customer or "VIP" club may be shared with one or more other Airlines; provided that the rights of all the Airlines using the club terminate when this Agreement terminates, unless otherwise permitted under separate agreement.

(N) *Handling Arrangements.* AIRLINE shall have the right to enter into or conduct the following handling arrangements as part of its Air Transportation Business at the AIRPORT:

(i) The rights and privileges granted to AIRLINE pursuant to this Article III may be exercised on behalf of AIRLINE by other Signatory Airlines or contractors authorized by the AUTHORITY to provide such services at the AIRPORT, subject to all fees and charges as may be applicable to the activities undertaken. Notwithstanding the above, AIRLINE's handling agreements with Affiliated Airlines or parent company shall be exempt from such fees.

(ii) AIRLINE may exercise on behalf of any other Signatory Airlines any of the rights granted AIRLINE herein, so long as AIRLINE is concurrently exercising those same rights in the operation of AIRLINE's own Air Transportation Business at the AIRPORT, subject to the provisions of Paragraph (R) of this Section, and the payment of fees and charges for such activities.

(O) *Signage.* AIRLINE shall have the right to install and operate AIRLINE ticket and check-in counter back wall treatments and identifying signs in its Preferential Use Premises, subject to the prior approval of the AUTHORITY, and provided that such signs shall be: (a) substantially uniform in size, type, and location with those of other Signatory Airlines; (b) harmonious and in keeping with the pattern and décor of the Terminal Building; and (c) consistent with the AUTHORITY's graphics standards and standards for mounting.

(P) *Use of Public Areas.* AIRLINE shall have the right of free ingress to and egress from the AIRPORT including its Leased Premises and the public areas and public facilities of the Terminal Building, for AIRLINE's employees, agents, passengers, contractors, guests, patrons, invitees, licensees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery, and other property; provided, however, that the foregoing shall not preclude the AUTHORITY from: (a) subjecting such persons to the AUTHORITY's Rules; (b) requiring such persons to enter into an agreement with the AUTHORITY when such access is required on an ongoing basis; or (c) imposing any charge, permit or license fee for the right to do business at the Airport.

(Q) *Access to Restricted Areas.* AIRLINE agrees that all of its tenants, subtenants, patrons, invitees, agents, employees, servants, or independent contractors must be authorized by the AUTHORITY to enter restricted areas as defined by the AUTHORITY or provided escort in accordance with AUTHORITY's security plan and Rules. AIRLINE agrees that no person authorized to enter a restricted area by virtue of this Agreement shall permit any person who is not otherwise authorized by AUTHORITY to enter a restricted area unless such unauthorized person is, at all times while in the restricted area, in the company of an authorized person. Such right shall be subject to 49 CFR Part 1500 and Authority Rules. All means of access to restricted areas provided by the AUTHORITY shall be utilized in common with such other persons as the AUTHORITY may authorize or permit, and all such users of access shall be subject to and comply with all applicable laws, Rules and ordinances whether federal, state, or local.

(R) *Right to Purchase Services and Products.* Airline shall have the right to purchase or contract for the purchase of the following services and products subject to the limitations contained herein:

(i) AIRLINE may purchase or otherwise obtain products of any nature, including, but not limited to, aircraft, engines,

accessories, gasoline, oil, grease, lubricants, fuel, propellants, passenger supplies and other materials, equipment, supplies, articles, and goods, used or acquired by AIRLINE in connection with or incidental to AIRLINE's Air Transportation Business at the AIRPORT from any person or company operating on the AIRPORT with a valid permit from the AUTHORITY.

(ii) AIRLINE shall have the right to contract with a third party or Airline-owned ground handler to provide to it or to perform for it any of the services or functions which it is entitled to perform under this Agreement, provided that such third party must maintain any permits and pay all fees required by the AUTHORITY. The contractual relationship between any third party and AIRLINE shall not affect in any way the fulfillment of AIRLINE's obligations, including those of insurance and indemnification for activities, under this Agreement.

(iii) Any contractors or agents performing services to Airlines at the Airport shall conform to applicable performance standards, lease requirements, and AUTHORITY's Rules, including any permit requirement or payment of fees required by the AUTHORITY. AIRLINE may also be subject to the payment of fees for provision of services to other Airlines except services provided by AIRLINE to Affiliated Airlines.

(S) *Ticketing Activities.* AIRLINE shall have the right to handle reservations and the ticketing, including electronic ticketing, billing and manifesting of passengers, baggage, property, cargo, and mail; load planning; and conduct of activities relating to flight operations, dispatch, weather, storage of supplies, crew ready room, locker rooms, and rest rooms.

(T) *Baggage Belts.* AIRLINE shall have the right to use baggage make-up belts within ticket counter areas leased to other Signatory Airlines if such belts are required to access baggage make-up areas from ticket counter areas leased to AIRLINE.

(U) *Communications and Weather Equipment, FIDS and PA System.* AIRLINE shall have the right to use the following communications equipment, flight information displays, and public address systems in conjunction with the conduct of its Air Transportation Business:

(i) Subject to the prior approval of the AUTHORITY and conditions stated below, AIRLINE shall have the right to install, maintain, and operate, alone or in conjunction with any other Signatory Airline or Airlines, or through a nominee, such radio, communications, meteorological, aerial navigation, and computer equipment, and facilities, as may be necessary for the conduct of AIRLINE's Air Transportation Business at the AIRPORT, in or on its Preferential Use Premises, and at other locations at the AIRPORT as may be approved by the AUTHORITY. The location of

such equipment and facilities, method of installation, and type of equipment shall be subject to the prior approval of the AUTHORITY. The Authority has installed cabling in the Airport. The AUTHORITY shall own and install any future cabling as needed, and support all physical cabling at the AIRPORT. AIRLINE network equipment shall be installed in either the tenant co-location rooms near the ticket lobby, or outside of AUTHORITY's telco rooms, as appropriate depending on the equipment's function and as determined by the AUTHORITY. The AUTHORITY may disapprove or require modification, removal, or relocation of such equipment if it interferes with other communication, meteorological, or aerial navigation systems operated by the AUTHORITY, other tenants, or governmental agencies.

(ii) AIRLINE shall provide electronic flight arrival and departure information through AUTHORITY-installed systems and shall cooperate with the AUTHORITY's installation and maintenance of centralized and remote flight information displays.

(iii) AIRLINE shall have the right to use, in common with others so authorized, the public address system serving the Terminal Building. AIRLINE shall not install, cause to be installed, or use any other public address system at the Terminal Building without the prior approval of the AUTHORITY.

(V) *Security.* AIRLINE shall comply with the AUTHORITY's Airport Security Plan(s) for the Airport(s) and with all applicable TSA regulations and other Applicable Laws and applicable requirements.

(W) *Food & Beverage.* AIRLINE shall have the following rights to prepare, package, and/or distribute food and beverages with respect to the conduct of its Air Transportation Business at the AIRPORT:

(i) AIRLINE shall have the right to purchase, prepare, package and/or distribute food and beverages to be consumed on aircraft operated by AIRLINE or an Affiliated Airline without paying a fee. If AIRLINE provides in-flight food and beverage preparation services to other Airlines other than Affiliates, then AIRLINE shall pay a concession fee. The concession fee to be paid by AIRLINE shall be the applicable concession fee rate for like sales payable on the AIRPORT.

(ii) AIRLINE shall have the right to purchase prepared food and beverages for consumption by passengers and crews on AIRLINE's aircraft and in AIRLINE's "VIP" club, if any; provided, however, if AIRLINE purchases catering, including beverages and complimentary packages of snack food to be consumed on AIRLINE's aircraft from an Off-Airport caterer for delivery of prepared food and/or beverages to AIRLINE on the AIRPORT, said

caterer will be required to have a contract with or permit from the AUTHORITY and to pay a fee to the AUTHORITY at a rate equal to the rate paid by in-flight food catering concessionaires located on the AIRPORT.

(iii) AIRLINE shall have the right to distribute food and/or beverages to passengers at no cost in the event of major delays, flight cancellations or emergencies. In addition to the foregoing, AIRLINE shall also have the right to distribute food and/or beverages at no cost to the public in Passenger Holdrooms subject to 24-hour advance notice to the AUTHORITY; such distribution may not exceed 8 days (inclusive of partial days of distribution) per year, without the written consent of the AUTHORITY, and must be in connection with holidays and promotional events.

(iv) AIRLINE shall have the right to install soft drink vending machines and snack vending machines in its non-publicly accessible Preferential Use Premises for the sole use of AIRLINE's employees, contractors, and agents. Vending machines shall not be within the view of the general public and all machine locations are subject to the prior approval of the AUTHORITY.

(X) *Employee Parking.* The AUTHORITY shall designate parking areas at the AIRPORT available to AIRLINE's employees while at work at the AIRPORT, in common with other AIRPORT tenants subject to the payment of such fees as the AUTHORITY shall determine which shall not be in excess of the amount needed to recover the costs of providing such parking and related services. The AUTHORITY shall have the right to relocate or otherwise change the location of such parking areas as needed.

(Y) *Technological Advances.* It is understood and agreed that, during the term of this Agreement, various technological advances may occur that would improve the efficient handling of passengers, baggage, and cargo in and about the AIRPORT and the Signatory Airlines' use of and operations at the AIRPORT, including shared or common usage of AIRPORT facilities and the use of common use terminal equipment. In such event, the AUTHORITY and AIRLINE agree to consult as to the applicability of such technological advances to the AIRPORT and the efficient use of facilities if required to implement them.

Section 302. Restrictions on Exercise of Rights and Reservation of Rights to AUTHORITY

The rights established in this Article III shall not be exercised so as to interfere with the AUTHORITY's operation of the AIRPORT for the benefit of all aircraft operators using the AIRPORT and subject at all times to the restrictions herein and reservation of rights by AUTHORITY.

(A) *No Interference with Operations.* If at any time the AUTHORITY determines that the AIRLINE, or its contractors exercising the rights and privileges granted to AIRLINE pursuant to this Article III, are exercising such

rights and privileges: (a) in a manner which unreasonably interferes with the operation or maintenance of the AIRPORT; (b) in a manner which adversely affects the health or safety of the public or other users of the AIRPORT; or (c) in a manner which fails to comply with the AUTHORITY's Rules or terms of this Agreement, the AUTHORITY shall notify AIRLINE of such determination including the specific reasons therefore. AIRLINE shall promptly commence and diligently pursue action necessary to correct the conditions or actions specified in such notice. If such conditions or actions are not, in the opinion of the AUTHORITY, promptly corrected after receipt of such notice, or if such conditions or actions required corrective action over a period of time and AIRLINE has not, in the reasonable opinion of the AUTHORITY, promptly commenced and diligently pursued all such corrective action, then upon ten (10) days written notice from the AUTHORITY to AIRLINE, the AUTHORITY may suspend the AIRLINE's or contractor's access to the AIRPORT. Notwithstanding the foregoing provision, the AUTHORITY shall have the right, upon notice to AIRLINE, to immediately suspend operations of the AIRLINE or of said contractors in the event that it deems such action necessary to protect the health or safety of the public or other users of the AIRPORT or in emergency situations.

(B) *Integration with Systems.* AIRLINE shall not knowingly do, or authorize to be done, anything that may interfere with the effectiveness, reliability, or accessibility of the AUTHORITY owned Wi-Fi system, physical cabling infrastructure, drainage, sewerage, water, communications (including Wi-Fi and/or cellular), heating or ventilation, air conditioning, natural gas, sprinkler, alarm or fire protection systems, fire hydrants and hoses, or any other part of the utility, electrical, or other systems installed or located from time to time at the AIRPORT.

(C) *Right to Designate Location.* The AUTHORITY reserves the right to designate the locations within which all of the activities authorized under this Agreement shall be conducted.

(D) *Access.* The AUTHORITY may, from time to time, temporarily or permanently close or restrict roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the AIRPORT; provided, however, that, unless an emergency situation exists, , AIRLINE shall be notified with regard to such closings and AUTHORITY shall use commercially reasonable efforts in order to minimize the disruption of services being provided. The AUTHORITY shall have the right at any time or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to AIRLINE and to the extent reasonably practicable a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof.

(E) *All Other Rights.* Any and all rights and privileges not specifically granted to AIRLINE for its use of and operations at the AIRPORT pursuant to this Agreement are hereby reserved for and to the AUTHORITY.

(F) *Strict Construction of Rights.* The rights granted to AIRLINE under this Agreement may be exercised by AIRLINE only to the extent such rights are necessary or incidental to the conduct by AIRLINE of its Air Transportation Business at the AIRPORT.

(G) *Telecommunications & Data Networking: Wired and Wireless Physical Infrastructure.* The AUTHORITY has the right to act as the exclusive provider of public telecommunications services and public data networking infrastructure and cabling at the AIRPORT. The AUTHORITY shall have the sole right to determine the location of and install or cause to be installed all public telephones, public telefax, and other public telecommunications devices and conduit in any part of the AIRPORT, provided that doing so does not: (a) unreasonably interfere with AIRLINE's operations authorized hereunder; or (b) substantially diminish the square footage contained in or the functionality of AIRLINE's Preferential Use Premises. The AUTHORITY shall be entitled to reasonable access to AIRLINE's Leased Premises to install or service such devices and for the installation, maintenance and servicing of the physical cabling infrastructure. The AUTHORITY shall be entitled to all income generated by such telephones and devices and shall have the right to collect reasonable and non-discriminatory charges for access to the telecommunications/data networking infrastructure except for systems or components which are unique to a particular airline.

AUTHORITY owns and shall maintain all cabling infrastructure (physical, Wi-Fi or otherwise) including but not limited to telecom, data, radio frequency, etc. (the "cabling infrastructure services") in accordance with applicable industry standards. AUTHORITY shall provide AIRLINE with access to the cabling infrastructure services. The cabling infrastructure services are provided "as-is." AUTHORITY and its providers make no representations or warranties of any kind, express or implied, statutory or otherwise regarding the cabling infrastructure services. AUTHORITY disclaims any and all warranties, including express or implied warranties (i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, (ii) that any information or content will be secure or otherwise unaltered, (iii) that the services will be uninterrupted, error-free or free from harmful components.

With respect to the cabling infrastructure services provided by the AUTHORITY hereunder, except and to the extent covered by policies of insurance carried by the Authority, AUTHORITY will not be liable to AIRLINE for any direct, indirect, incidental, consequential, special, or exemplary damages (including lost profits, customers, revenue, opportunities, use, or data), even if AUTHORITY has been advised of the possibility of such damages. Except as provided in the foregoing sentence, AIRLINE agrees to hold the AUTHORITY harmless for its provision of the cabling infrastructure services hereunder. In any event, the AUTHORITY's maximum liability under this agreement in excess of any insurance proceeds shall not exceed the amount paid by AIRLINE to AUTHORITY under this agreement for the services during the twelve (12) months prior to the date of the event giving rise to any claim hereunder.

AIRLINE agrees that in using the cabling infrastructure services provided by AUTHORITY to transmit or receive data including but not limited to credit card data, Personal Health Information (PHI), Sensitive Security Information (SSI) Protected Personal Information (PII) (together "Protected Information"), AIRLINE shall comply with Applicable Law and Authority's Rules. AIRLINE agrees for itself, and for its customers, that any such use is at the risk of AIRLINE, and AUTHORITY is not responsible for any securing or the disclosure of Protected Information or the breach of AIRLINE's device(s).

(H) *Informational Devices.* The AUTHORITY reserves the right to install or cause to be installed informational devices, in all public accessible areas of the Terminal Building provided that such installation shall not unreasonably interfere with the operations of AIRLINE authorized hereunder. AUTHORITY shall be entitled to reasonable access upon AIRLINE's Leased Premises to install or service such devices. The AUTHORITY shall be entitled to all income generated by such devices.

(I) *Baggage Belts.* In addition to those rights granted in Article IV, the AUTHORITY reserves the right to grant to other Airlines the right to use the AIRPORT's Common Use inbound and outbound baggage systems.

(J) *Addition of Equipment.* The AUTHORITY reserves the right to acquire and install equipment adjacent to AIRLINE's Leased Premises provided such installation does not unreasonably interfere with AIRLINE's use of such Leased Premises. After consultation with AIRLINE and provided such installation does not interfere with AIRLINE's use of such Leased Premises, the AUTHORITY may acquire and install equipment in and upon AIRLINE's Leased Premises. In the event AIRLINE uses such equipment, AUTHORITY shall have the right to charge Supplemental Charges for such use. AIRLINE agrees to facilitate the installation of the equipment, including, upon reasonable notice from the AUTHORITY, the decommissioning and removal of AIRLINE's equipment, if any, that is to be replaced by such equipment. Notwithstanding the above, AUTHORITY shall have the right to install any safety or security equipment required within AIRLINE's Leased Premises.

(K) The AUTHORITY has the right to act as the exclusive provider of advertising contracting, installation, and services at the AIRPORT or to contract with a third party for advertising. The AUTHORITY shall be entitled to all income generated by such advertising provided that doing so: (a) does not unreasonably interfere with AIRLINE's operations or branding within AIRLINE'S Leased Premises authorized hereunder; (b) substantially diminish the square footage contained in or the functionality of AIRLINE's Preferential Use Premises; or (c) place any advertisement of AIRLINE's competitors, including without limitation, remote teleconference hosting and participation services, in AIRLINE's Preferential Use Premises. The AUTHORITY will consult with AIRLINE prior to any placement of advertising within AIRLINE's Preferential Use Premises and the Authority shall be entitled to reasonable access to AIRLINE's Leased Premises to install or service such advertising.

Section 303. Insurance Risks

AIRLINE shall not knowingly do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the AUTHORITY, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such AIRLINE act, or failure to act, shall cause cancellation of any policy, then AIRLINE shall immediately, upon notification by AUTHORITY, do whatever shall be necessary to cause reinstatement of said insurance. Furthermore, if AIRLINE does or permits to be done any act or fails to do any act which causes an increase in the AUTHORITY's insurance premiums, AIRLINE shall immediately remedy such actions and/or pay the increase in premiums, upon notice from AUTHORITY to do so; but in any event, AIRLINE will hold the AUTHORITY harmless for any expenses and/or damage resulting from any such action.

Section 304. Hazards

AIRLINE shall not do, authorize to be done, or fail to do anything at the AIRPORT which may create or contribute to: (a) a nuisance or in any way obstruct or interfere with rights of others using the AIRPORT; or (b) a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement.

(A) *Deicing.* AIRLINE shall store de-icing/anti-icing fluids only in areas approved by the AUTHORITY. The AUTHORITY reserves the right to assess a reasonable rental charge for any such storage areas. AIRLINE shall apply de-icing/anti-icing fluids only in areas designated by the AUTHORITY. Deicing fluids may only be applied at specified containment areas located at the Apron areas and at remote aircraft parking areas and no application will be allowed at any other location on AIRPORT property except as designated by the AUTHORITY. The AUTHORITY has implemented a collection, storage, and disposal system for these fluids. The AUTHORITY reserves the right to include the costs associated with the operation and maintenance of this system in Airline Rentals, Fees and Charges or to treat such costs as a Reimbursement or Supplemental Charge.

(B) *Fueling.* AIRLINE shall not install fuel storage tanks or pumping facilities for use in fueling any aircraft at the AIRPORT without prior approval of the AUTHORITY, in its sole discretion. All refueling trucks must be approved by the AUTHORITY including their routing and parking.

(C) *Noise Abatement.* AIRLINE shall not engage in any activity prohibited by the AUTHORITY's applicable noise abatement procedures. AUTHORITY reserves the right to impose fines and penalties in the event of repeated violations of such procedures, but only if such fines and penalties are not expressly precluded by and inconsistent with the then current version of the Airport Noise and Capacity Act.

(D) *Engine Runups.* AIRLINE shall perform aircraft engine runups only at locations and during time periods approved by the AUTHORITY, in its sole discretion. The AUTHORITY reserves the right to impose fines and penalties for failure to abide with the AUTHORITY's Rules regarding engine runups, but only if such fines and penalties are not expressly precluded by and inconsistent with the then current version of the Airport Noise and Capacity Act.

(E) *Disabled Aircraft.* As soon as possible after release from proper authorities, AIRLINE shall remove any of its disabled aircraft from the Airfield Operations Area or aircraft parking positions, shall place any such disabled aircraft only in such storage areas as may be designated by the AUTHORITY, and shall store such disabled aircraft only upon such terms and conditions as may be reasonably established by the AUTHORITY. In the event AIRLINE does not promptly remove its disabled aircraft, as determined by the AUTHORITY, the AUTHORITY shall have the right to remove the disabled aircraft at AIRLINE's expense.

Section 305. AIRPORT Security

AIRLINE shall not do or permit its agents or employees to do any act or thing upon the AIRPORT that will be in conflict with or violate the requirements of TSA's Security Regulations at 49 CFR Part 1500, et seq., or any successor document, or the AIRPORT's TSA-approved security plan. Any fines and/or penalties levied against the AUTHORITY for security violations at the AIRPORT caused by AIRLINE or any of its employees, agents, contractors, or suppliers while on the AIRPORT for AIRLINE's business, shall be immediately due and payable to the AUTHORITY by AIRLINE.

Section 306. Impact on Airport Certification

AIRLINE shall not knowingly do or permit its agents, directors, or employees to do any act or thing upon the AIRPORT that will be in conflict or violate the requirements of Part 139 of the Federal Aviation Regulations, "Certification and Operations: Land Airports Serving Certain Air Carriers," or any successor regulation, order, or directive, or jeopardize the AIRPORT's operating certificate obtained pursuant to such Federal regulations.

Section 307. AIRLINE Summary

(A) Within thirty (30) days of the date of execution of this Agreement, AIRLINE shall file an Airline Summary, herein referred to as the "Summary," with the AUTHORITY. AIRLINE shall provide a written Summary containing the following information and such additional information as AUTHORITY may reasonably request:

- (i) Names, addresses, and telephone numbers of AIRLINE officials responsible for station operations, flight operations, properties, and facilities.

(ii) The current and proposed schedules of AIRLINE's flight activity at the AIRPORT. AIRLINE shall notify the AUTHORITY of schedule changes or the addition of flights at the AIRPORT prior to or no later than, when the public announcement thereof is made.

(iii) The description of AIRLINE's fleet and identification of the class of AIRLINE's aircraft that will serve the AIRPORT. AIRLINE shall provide reasonable notice of the introduction of an aircraft that is not being operated by AIRLINE at the AIRPORT on the date of this Agreement.

(iv) The identification of AIRLINE's anticipated facilities requirements at the AIRPORT.

(B) To the extent possible, AIRLINE shall discuss with the AUTHORITY at the earliest date possible its consideration of changes to its operations or the type and series of aircraft used at the AIRPORT (other than equipment substitution necessitated by occurrences beyond the control of AIRLINE). Upon AIRLINE's written request, the AUTHORITY shall use commercially reasonable efforts to keep nonpublic information furnished by the AIRLINE confidential and shall first receive AIRLINE's written permission to reveal such information.

(C) For planning purposes, AIRLINE shall, upon request, cooperate as reasonably possible to furnish to the AUTHORITY any and all pertinent information regarding AIRLINE's current and future operations (including forecasts) at the AIRPORT.

(D) Upon the AUTHORITY's written request, AIRLINE shall submit to the AUTHORITY information regarding the following: projected levels of operations; planned aircraft parking position utilization; type of aircraft using the AIRPORT; operation procedures that might have an effect on the AIRPORT (such as powerout and pushout procedures); deicing procedures and canceled trip arrangements. The AUTHORITY shall use commercially reasonable efforts to keep nonpublic information furnished by the AIRLINE confidential and shall first provide AIRLINE with notice of requests to reveal such information.

ARTICLE IV ALLOCATION OF SPACE

Section 401. General

The AUTHORITY intends to maximize the utilization and flexibility of current AIRPORT facilities to meet changing air service demands.

Section 402. Assigned Facilities

(A) The AUTHORITY hereby leases to AIRLINE, subject to the provisions of Article III, the Leased Premises as delineated and shown on

Exhibits B & C. AIRLINE will have priority in using its Preferential Use Premises in accordance with the provisions of this Agreement.

(B) In the event that space changes are made consistent with the provisions of this Agreement, then revised Exhibits may be substituted for those herein without the necessity for amendment of this Agreement. In addition, the Preferential Use Premises may be modified from time to time by mutual agreement of the AUTHORITY and AIRLINE.

Section 403. Relocation of Preferential Use Premises

In order to optimize passenger flow at the AIRPORT and maximize the functionality of the Terminal Building and operations therein, the AUTHORITY reserves the right to reassign AIRLINE's Preferential Use Premises in whole or in part. Should any such reassignment occur, to the extent reasonably practical, AIRLINE shall be assigned new space substantially comparable in size, quality, finish, and location. For the initial six (6) months or any such relocation, under no condition shall AIRLINE's costs increase as a result of any such relocation unless AIRLINE requests additional space and/or space replacement of a classification at higher rental rates concurrent with such reassignment, and AIRLINE shall be reimbursed for its costs incurred as part of the relocation and, if such relocation is for a term of greater than six months, AIRLINE shall be reimbursed for the unamortized cost of its improvements which cannot be relocated, amortized on a straight line basis over the remaining term of this Agreement with interest at the Revenue Bond Index. If such relocation is for more than six (6) months, AUTHORITY shall recalculate the space occupied and the rent due for such space.

Section 404. Accommodation Through AUTHORITY-Controlled Facilities

The AUTHORITY may retain under its exclusive control and possession certain AUTHORITY-Controlled Facilities. Initially, the facilities described and shown on Exhibit D shall be the AUTHORITY-Controlled Facilities. It is the intent of the AUTHORITY to use, at its discretion, any AUTHORITY-Controlled Facilities to accommodate: (a) the needs of Signatory Airlines and Non-Signatory Airlines; and (b) airlines not requiring permanent facilities or airlines requiring temporary accommodation pending allocation of permanent facilities. AIRLINE may request and the AUTHORITY may grant to AIRLINE the right to use, in common with other airlines, designated AUTHORITY-Controlled Facilities subject to the AIRLINE's payment of any applicable fees.

Section 405. Accommodation on Preferential Use Premises

The AUTHORITY may grant other Airlines ("Requesting Airline(s)") the right of use in common of all or a designated portion of AIRLINE's Preferential Use Premises and rights of ingress and egress subject to and in accordance with the terms and conditions of this Agreement.

(A) The right to use AIRLINE's Passenger Holdrooms and Assigned Apron, and the right to use loading bridges and other appurtenant equipment and associated support space which are reasonably necessary for the effective use of such premises, shall be scheduled after consultation with the AIRLINE and so as not to interfere with AIRLINE's scheduled deplaning, enplaning, and servicing activities or those of any Affiliate Airline or any other Airline that AIRLINE services under any then existing handling agreement or AIRLINE's use during Irregular Operations. In scheduling other Airlines, the AUTHORITY shall provide for departure not less than one-half hour before AIRLINE's next scheduled arrival and for arrival not sooner than one-half hour after AIRLINE's scheduled departure. Provided that there is an extended period between aircraft arrival and departure, the Passenger Holdroom and Assigned Apron shall be available for other Airlines' use during such inactive period. AIRLINE shall have priority over other users with respect to overnight parking on its Assigned Apron, provided that AIRLINE may be required to remove its parked aircraft from the gate to accommodate use by others in accordance with the provisions of this Article IV.

(B) With respect to AIRLINE's remaining Preferential Use Premises, AIRLINE shall accommodate other Airlines, after consultation with the AIRLINE, during extended periods of non-use as requested by the AUTHORITY in a reasonable manner.

(C) In no event shall AIRLINE be required to permit others to use systems proprietary to AIRLINE.

(D) Upon the request of AIRLINE, and provided that such request does not delay any short-term accommodation, Requesting Airline shall be required to enter into a written agreement with AIRLINE providing AIRLINE with indemnification and proof of insurance to AIRLINE and AUTHORITY with terms no more stringent than those required under Article XI, below. In any event, AUTHORITY shall require that the Requesting Airline sign an agreement to indemnify the AUTHORITY and AIRLINE in connection with Requesting Airline's use of AIRLINE's Preferential Use Premises.

Section 406. Short-Term Accommodation

If a Requesting Airline is in need of space or facilities at the AIRPORT on an immediate or incidental basis and such need cannot be reasonably met by use of AUTHORITY-Controlled Facilities, or at facilities not leased to Signatory Airlines, AUTHORITY may grant such Airline, after consultation with the AIRLINE, the right of use in common of a designated portion of AIRLINE'S Preferential Use Premises and the rights of ingress and egress when such premises are not in use by AIRLINE for its scheduled operations, charters or Irregular Operations, including those of Airlines handled by AIRLINE, in accordance with the provisions stated herein. AUTHORITY agrees to provide notice to the AIRLINE of any proposed use of its Preferential Use Premises by another Airline as far in advance as reasonably practicable under the circumstances. Such accommodated Airline shall be responsible for its pro rata share of Rentals, Fees, and Charges applicable to the Preferential Use Premises

used, (pro rata in accordance with the hours used as compared to the total operating hours – which shall be 18 hours unless actual usage including RON is greater), applicable operation and maintenance expenses, reasonable charges for the use of property and equipment owned or leased by AIRLINE and used by such Airline plus an administrative fee not to exceed fifteen percent (15%).

Section 407. Long-Term Accommodation of Other Airlines

(A) If a Requesting Airline, including any Airline seeking to expand its scheduled service or an Airline seeking to begin scheduled service at the AIRPORT, is in need of space or facilities at the Airport for an extended period, to the extent and for so long as such need cannot reasonably be met by use of facilities not leased to Signatory Airlines, the AUTHORITY on behalf of the Requesting Airline shall make a written request of all Signatory Airlines leasing Preferential Use Premises at the AIRPORT for accommodation. The request shall be made to the person designated to receive notices under this Agreement with a copy to the local station managers. Such Signatory Airlines shall make commercially reasonable efforts to accommodate such request and provide a written response to the Requesting Airline and AUTHORITY within ten (10) days.

(B) If no Signatory Airline volunteers to accommodate the Requesting Airline's operational needs or requirements for facilities at reasonable costs or on other reasonable terms, the AUTHORITY may, upon thirty (30) days' written notification to AIRLINE sent by certified mail, grant the Requesting Airline the right of use in common of a designated portion of AIRLINE's Preferential Use Premises subject to the conditions contained herein. In making such determination, the AUTHORITY will be guided by all pertinent factors, including AIRLINE's present use and planned use for such premises in the one hundred-eighty (180) days immediately after the request, the compatibility of such Requesting Airline's proposed operations and work force including ground-handling operations with AIRLINE's own operations and work force, and the security of AIRLINE's and the Requesting Airline's operations. The AUTHORITY may request that planned uses and requirements be documented and submitted in writing to the AUTHORITY, but the AUTHORITY shall treat such planned uses and requirements as confidential, proprietary information.

(C) Prior to the implementation of such accommodation:

(i) Requesting Airline shall pay AIRLINE for its pro rata share of Rentals, Fees, and Charges applicable to the Preferential Use Premises used, (pro rata in accordance with the hours used as comparable to the total operating hours – which shall be 18 hours unless actual usage including RON is greater), applicable operation and maintenance expenses, and reasonable charges for the use of property and equipment owned or leased by AIRLINE used by Requesting Airline plus an administrative fee not to exceed fifteen percent (15%).

(ii) Prior to implementing a long-term accommodation, AIRLINE may require a reasonable security deposit from the Requesting Airline not to exceed three (3) months estimated payments due AIRLINE under terms and conditions similar to those set forth in Section 605, below. In the event of Requesting Airline's failure to make payment when due, AIRLINE shall have the right to use such security deposit to pay any amount owed to AIRLINE by the Requesting Airline then due and payable and/or to apply the proceeds thereof to any cost or expense or damages incurred by AIRLINE as a result of Requesting Airline's failure to pay. In the event that any such security deposit or portion thereof is utilized, as aforesaid, Requesting Airline shall be required to replenish or provide a renewal or replacement security deposit within ten (10) days of being notified to do so by the AIRLINE. At such time as a Requesting Airline has operated at the AIRPORT for at least twelve (12) consecutive months and during such period has made timely payment to the AUTHORITY of all Rentals, Fees, and Charges and to the AIRLINE of payments owed applicable to its use of AIRLINE's Preferential Use Premises, AIRLINE shall release the Requesting Airline of this security deposit requirement, refunding any funds or other forms of security held by AIRLINE. At any time during an accommodation, should the Requesting Airline not continue to satisfy the terms of this Section, AIRLINE may demand a security deposit from Requesting Airline as described herein. In such event, Requesting Airline shall satisfy such demand within ten (10) days of notice thereof. In the event Requesting Airline fails to provide a security deposit, such deposit is insufficient to cover amount due AIRLINE, or Requesting Airline is in default to AIRLINE on more than one occasion, AIRLINE may institute termination procedures in the following manner: (a) AIRLINE shall provide written evidence of the circumstances to the AUTHORITY; and (b) may terminate the Requesting Airline's use of such premises, including AIRLINE-owned equipment upon fifteen (15) days' notice to Requesting Airline.

(iii) Requesting Airline shall make improvements and alterations necessitated by the accommodation, the scope of which shall be approved by AIRLINE and AUTHORITY.

(iv) Upon the termination of such use in common with AIRLINE, Requesting Airline shall be responsible for returning all facilities to the condition received, except normal wear and tear, unless AIRLINE and AUTHORITY release Requesting Airline from this requirement.

(v) AIRLINE shall have the first right to ground-handle Requesting Airline if the Requesting Airline does not intend to self-handle or be handled by Requesting Airline's then existing contracted handler at the AIRPORT, provided that the handling of

Requesting Airline does not interfere with AIRLINE's operation, including labor work rules, or notably increase risk to AIRLINE by increasing ramp congestion in or around AIRLINE's Assigned Apron.

Section 408. Consolidation of Operation

(A) In the event the AUTHORITY has a need for additional facilities for a Requesting Airline and the AUTHORITY believes that AIRLINE is under-utilizing its Preferential Use Premises and is able to consolidate its operation without sacrificing its operational integrity or that of its Affiliated Airline(s) or those Airlines under contract with AIRLINE for ground-handling services and being handled in the same facilities, the AUTHORITY may, upon sixty (60) days' prior written notice to AIRLINE, require AIRLINE to consolidate its operations onto its remaining Preferential Use Premises. In the event that the Requesting Airline is willing to become a Signatory Airline, AUTHORITY may terminate this Agreement with respect to, and delete from, AIRLINE's Preferential Use Premises such Passenger Holdrooms, associated Assigned Apron and support space as specified by the AUTHORITY. In the event that the Requesting Airline is not willing to become a Signatory Airline, Requesting Airline shall be required to sublease from AIRLINE such specified Passenger Holdrooms, associated Assigned Aprons, and associated support space provided by AIRLINE for Requesting Airline's use. If subsequent to such sublease, AIRLINE desires to resume use or shared use of such space, AIRLINE shall provide documentation to AUTHORITY to support such need including plans for future service. Upon AIRLINE's submission of such documentation, AUTHORITY shall provide at least sixty (60) days prior written notice to the Requesting Airline and make provisions for AIRLINE's preferential use of such premises.

(B) For purposes of Section 408(A), above, under-utilization shall be determined by the AUTHORITY in its discretion but taking into account an analysis of the use of comparable facilities at the Airport by all Signatory Airlines, AIRLINE's space requirements to accommodate normal operating procedures of AIRLINE and planned use by the AIRLINE for such premises in the next one hundred-eighty (180) days and normal seasonal variations.

(C) AIRLINE may request the AUTHORITY to reconsider its determination of under-utilization within fifteen (15) days of receipt of AUTHORITY's written notice to consolidate. In such event, AIRLINE shall provide such documentation to show plans for future service and other information requested by the AUTHORITY. The AUTHORITY shall make the determination, which it believes best meets its overall goals for the AIRPORT.

(D) If AUTHORITY elects to proceed with the consolidation of space after such reconsideration, AUTHORITY shall give AIRLINE not less than thirty (30) days' notice to vacate the space in question.

(E) When granted use of space under the provisions of this Section 408, the Requesting Airline shall have the right in all cases to ground-handle their own operations or to be handled by the operators of their choice.

(F) In the event there is no Event of Default with respect to AIRLINE, AUTHORITY shall pay or cause to be paid the cost to relocate AIRLINE's equipment, furniture, and signage plus the unamortized cost of AIRLINE's improvements that cannot be relocated.

Section 409. Relinquishment of Abandoned Space

In the event that the AUTHORITY determines that AIRLINE has abandoned or constructively abandoned all or a portion of its Preferential Use Premises, the AUTHORITY may, but is not obligated to, upon thirty (30) days' written notice to AIRLINE, terminate this Agreement with respect to, and delete from AIRLINE's Preferential Use Premises hereunder, such Passenger Holdrooms, Assigned Aprons and associated support space. For purposes of this Section, abandoned or constructively abandoned shall be determined by the AUTHORITY in its sole discretion but taking into account planned use by the AIRLINE for such premises in the next one hundred-eighty (180) days and normal seasonal variations. Non-use for a period of more than thirty (30) days shall defacto constitute abandonment. AIRLINE may request the AUTHORITY to reconsider its determination of abandonment. In such event, AIRLINE shall provide such documentation to show plans for future service and other information requested by the AUTHORITY. The AUTHORITY shall make the determination that it believes best meets its overall goals for the AIRPORT.

ARTICLE V RENTALS, FEES, AND CHARGES

Section 501. Calculation of Rentals, Fees, and Charges

(A) On or before sixty (60) days prior to the end of any Rate Period during the term of this Agreement, the AUTHORITY shall establish and notify AIRLINE and other Signatory Airlines of the Signatory Airlines' Terminal Building Rental Rates, including the schedule of Differential Terminal Building Rental Rates as called for in Section 502(F), below, the Landing Fee Rate, the Apron Fee Rates and other Rentals, Fees and Charges to be in effect for the immediately following Rate Period. Said rates and charges shall be calculated and set forth in a document prepared by the AUTHORITY. Said document shall also include a schedule of new Capital Projects to be included in rates and charges calculations or initiated during the Rate Period which are not otherwise covered or excepted by the provisions of Article X, below. Said schedule shall include a description, cost estimate and the proposed source of funding for each Capital Project. The AUTHORITY's notice to AIRLINE and the other Signatory Airlines shall include notice of the time and place of a meeting, to be held not earlier than fifteen (15) days following the AUTHORITY's notification, to discuss and answer questions of AIRLINE and other Signatory

Airlines concerning said Rentals, Fees, and Charges and the above referenced Capital Projects.

(B) For each Rate Period covered by this Agreement, the estimated Authority Requirement shall be calculated, charged, and allocated to the Authority's Direct and Indirect Cost Centers by the AUTHORITY in accordance with the AUTHORITY's cost accounting and cost allocation system. The net amount of the Authority Requirement allocated to each Indirect Cost Center shall be reallocated to benefiting Direct Cost Centers based on each benefiting Direct Cost Center's proportionate share of the estimated direct Operating Expenses for all benefiting Direct Cost Centers

(C) Prior to the reallocation of the Indirect Cost Centers to Direct Cost Centers, the Authority shall reallocate from the Terminal Building Cost Center to the Administration Cost Center that portion of the direct Authority Requirement allocable to the Administrative Space within the Terminal Building. The amount to be allocated shall be calculated by multiplying the direct Authority Requirement initially allocated to the Terminal Building Cost Center by the percentage the square footage of Administrative Space is to the total square footage of Rentable Space, plus Administrative Space.

Section 502. Calculation of Terminal Building Rental Rates

The AUTHORITY shall calculate the average Terminal Building Rental Rate for each Rate Period as follows:

(A) The Terminal Building Requirement shall be calculated as the sum of the Authority Requirement calculated, charged, allocated, and reallocated to the Terminal Building Cost Center by the AUTHORITY in accordance with Section 501(B), above, plus the allocated share of the net Authority Requirement from Indirect Cost Centers.

(B) The Terminal Building Requirement shall be reduced by the sum of the following estimated amounts to the extent allocated to the Terminal Building Cost Center to determine the Net Terminal Building Requirement:

- (i) Reimbursements;
- (ii) Applied PFCs; and
- (iii) Transferred Coverage.

(C) The average Terminal Building Rental Rate shall be calculated by dividing the Net Terminal Building Requirement by the total Rentable Space in the Terminal Building.

(D) The Signatory Airline Net Terminal Building Requirement shall be calculated by multiplying the average Terminal Building Rental Rate determined in 502(C), above, by the Signatory Airline Terminal Building Leased Premises, adding to said amount the deficit, if any, in the Signatory

Airline's Rentals, Fees, and Charges related to the Terminal Building Cost Center from the preceding Rate Period and then reducing the amount so determined by the surplus, if any, in the Signatory Airline Rentals, Fees and Charges related to the Terminal Building Cost Center from the preceding Rate Period.

(E) The average Signatory Airlines Terminal Building Rental Rate shall be calculated by dividing the Signatory Airline Net Terminal Building Requirement by the Signatory Airline Terminal Building Leased Premises.

(F) Based on the average Signatory Airline Terminal Building Rental Rate calculated in Section 502(E), above, the classifications and weighting factors for Airline Rentable Space set forth in Exhibit E and the schedule of Signatory Airline Leased Premises established in Exhibit B, the AUTHORITY shall calculate a schedule of Differential Terminal Building Rental Rates for said Rate Period in accordance with the methodology established in Exhibit E.

Section 503. Calculation of Landing Fee Rate

The AUTHORITY shall calculate the Signatory Airline Landing Fee Rate for each Rate Period as follows:

(A) The Airfield Area Requirement shall be calculated as the sum of the Authority Requirement calculated, charged, and allocated to the Airfield Area Cost Center by the Authority in accordance with Section 501(B), above, plus:

- (i) The estimated deficit, if any, in the Airfield Area Cost Center from the preceding Rate Period; and
- (ii) The allocated share of the net Authority Requirement from Indirect Cost Centers.

(B) The Airfield Area Requirement shall be reduced by the sum of the following estimated amounts to the extent allocated to the Airfield Area Cost Center to determine the Net Airfield Area Requirement:

- (i) Non-Signatory Airline landing fees exclusive of Signatory Cargo Carriers Landing Fees;
- (ii) Other Airfield Area Cost Center Non-Airline Revenue;
- (iii) Reimbursements related to law enforcement, including but not limited to reimbursements from TSA;
- (iv) Investment Income on the principal and interest account of any debt service fund allocated to the Airfield Area Cost Center;
- (v) Applied PFCs;

(vi) Transferred Coverage; and

(vii) The estimated surplus, if any, in the Airfield Area Cost Center from the previous Rate Period.

(C) The Signatory Airline Landing Fee Rate shall be that amount determined by dividing the Net Airfield Area Requirement as determined in Section 503(B), above, by the estimated Maximum Certificated Gross Landed Weight of all Revenue Aircraft Arrivals by Signatory Airlines and the Signatory Cargo Carriers for said Rate Period.

Section 504. Calculation of Apron Fee Rates

The AUTHORITY shall calculate the Apron Fee Rates for each Rate Period as follows:

(A) The Apron Requirement shall be calculated as the sum of the Authority Requirement calculated, charged, and allocated to the Apron Cost Center by the AUTHORITY in accordance with Section 501(B), above; plus

(i) The estimated deficit, if any, in the Apron Cost Center from the previous Rate Period; and

(ii) The allocated share of the net Authority Requirement from Indirect Cost Centers.

(B) The Apron Requirement shall be reduced by the sum of the following estimated amounts to the extent allocated to the Apron Cost Center to determine the Net Apron Requirement:

(i) Non-Signatory Airline Apron Fees;

(ii) Other Apron Non-Airline Revenue;

(iii) Applied PFCs;

(iv) Investment Income on the principal and interest account of any debt service fund allocated to the Apron Cost Center;

(v) Transferred Coverage; and

(vi) The estimated surplus, if any, in the Apron Cost Center from the previous Rate Period.

(C) Apron Fee Rates shall then be calculated as follows:

(i) Fifty percent (50%) of the Net Apron Requirement shall be divided by the total square footage of all Signatory Airline Assigned Apron space, as shown on Exhibit C, to determine the "Apron Square Footage Rate"; and

(ii) Fifty percent (50%) of the Net Apron Requirement shall be divided by the total of all Signatory Airline Revenue Landed Weight reported during the previous twelve-month period to determine the "Apron Landed Weight Rate".

Section 505. Reserved

Section 506. Terminal Building Rentals

In accordance with Section 601, below, of this Agreement, AIRLINE shall pay to the AUTHORITY annual rentals for its Leased Premises for each Rate Period as follows:

(A) For its Leased Premises shown on Exhibit B, AIRLINE shall pay the amount which is the product of the square footage of said Leased Premises and the applicable Differential Terminal Building Rental Rates for said Rate Period determined in accordance with Section 502, above, and Exhibit E.

(B) For its use of the Shared Use Premises shown on Exhibit B, AIRLINE shall pay the amount determined by applying the applicable Shared Use Charges Formula to the Terminal Building Rental for said Shared Use Premises (the product of the applicable Differential Terminal Building Rental Rate for said Rate Period and the square footage of said Shared Use Premises).

(C) For its use of the Common Use Premises shown on Exhibit B, AIRLINE shall pay the amount determined by applying the Common Use Charges Formula to the Terminal Building Rental for said Common Use Premises (the product of the applicable Differential Terminal Building Rental Rate for said Rate Period and the square footage of said Common Use Premises).

Section 507. Landing Fees

In accordance with Section 601, below, of this Agreement, AIRLINE shall pay to the AUTHORITY a Landing Fee for each Revenue Aircraft Arrival by an aircraft operated by AIRLINE at the AIRPORT, which shall be an amount equal to the product of the Maximum Certificated Gross Landed Weight of the aircraft making said Revenue Aircraft Arrival and the Landing Fee Rate.

Section 508. Apron Fee

In accordance with Section 601, below, of this Agreement, AIRLINE shall pay to the AUTHORITY an Apron Fee which shall be the sum of the following amounts:

(A) The amount determined by multiplying the applicable Apron Square Footage Rate, as calculated in Section 504(C), above, by the square footage in AIRLINE's Assigned Apron as shown on Exhibit C;

(B) The amount determined by multiplying the Apron Landed Weight Rate, by AIRLINE's Revenue Landed Weight using the landed weights reported during the previous twelve-month period; and

(C) The AUTHORITY shall estimate Revenue Landed Weight for AIRLINE if AIRLINE commences or ceases service at the AIRPORT during any Rate Period.

Section 509. Inline Baggage System Fee

For its use of the Inline Baggage System shown on Exhibit K, AIRLINE shall pay the amount determined by the Inline Baggage System Charges Airline Allocation Formula for said Rate Period.

Section 510. Taxes, Assessments, Licenses, and Permit Fees

(A) AIRLINE shall pay for the cost of all taxes, including any possessory interest tax, payment in lieu of taxes, assessments, and charges of a like nature, if any, which at any time during the term of this Agreement may be levied or become a lien by virtue of any levy, assessment, or charge by the federal government, the State of Ohio, the County of Franklin, the City of Columbus, any other municipal corporation, or other local government entity having jurisdiction over the AIRPORT, any government successor to AUTHORITY to the foregoing, or any other tax or assessment levying bodies, in whole or in part, upon or in respect to any of AIRLINE's Leased Premises under this Agreement or any other space or facilities of the AIRPORT as assigned or otherwise made available for use by AIRLINE hereunder, or upon or in respect to any personal property belonging to AIRLINE situated on the Leased Premises or elsewhere under this Agreement. AUTHORITY shall pay and charge back as a Supplemental Charge any and all applicable taxes or special assessments which may be levied upon AIRLINE's Leased Premises. AUTHORITY shall pay and include as an Operating Expense herein any and all applicable taxes or special assessments which may be levied upon the non-leased areas of the Terminal Building, Apron, or the Airfield Operations Area.

(B) The AIRLINE shall also pay any fees associated with any and all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by AIRLINE hereunder.

(C) The AIRLINE may, at its own expense, contest the amount or validity of any tax or assessment, or the inclusion of the Leased Premises under this Agreement as taxable or assessable property, directly against the taxing or assessing authority. In such instance, AUTHORITY may require AIRLINE to provide adequate security regarding the contested tax or assessment.

(D) Upon the termination or expiration of this Agreement, all lawful taxes then levied, or a lien upon any such property, or taxable interest therein,

including on the Leased Premises, shall be paid in full by AIRLINE forthwith, or as soon as a statement thereof has been issued by the tax collector if termination occurs during the interval between attachment of the lien and issuance of a statement.

Section 511. Electric Service

AIRLINE shall pay to the AUTHORITY, for AIRLINE's use and occupancy of Leased Premises under this Agreement, a charge for electrical current furnished by the AUTHORITY to each such area, said charge to be computed as follows:

(A) In metered areas at a rate equal to AIRLINE's usage multiplied by the rate the AUTHORITY pays for such electric services.

(B) In unmetered areas at a rate per square foot of occupied Preferential Use Premises determined by averaging the total electric service charges for all square footage in the unmetered areas of the Terminal Building, or in proportion to the amount used as established by an electrical consultant appointed by the AUTHORITY.

(C) In Common Use Premises, electrical service charges shall be added to the operation and maintenance expenses allocated to those premises.

(D) In Shared Use Premises, the electrical service charges shall be shared by the users of such premises based on the Shared Use Charges Formula.

Section 512. Supplemental Charges

AIRLINE shall pay to the AUTHORITY, for each Rate Period hereof, any applicable cost-based Supplemental Charges including, but not limited to: charges for maintenance, repair and cleaning of AUTHORITY-owned passenger loading bridges and for AUTHORITY-funded Tenant Improvements, security badging, employee parking, aircraft parking fees, Federal Inspection Services (FIS) facility fees and other AUTHORITY-provided facilities and services provided by AUTHORITY to AIRLINE as may be reasonably determined by the AUTHORITY.

Section 513. Airline Credits

(A) Airline Credits for the 2020-2024 Lease Agreement term shall be composed of two parts: the General Airline Credit; and the Supplemental Airline Credit.

(i) Prior to each Rate Period the AUTHORITY will calculate the amount to be available as a General Airline Credit to the Signatory Airlines for that Rate Period by multiplying the actual Originating Enplaned Passengers at the AIRPORT for each Signatory Airline

for the prior twelve (12) month period ending June 30 by the amount shown below:

2020	\$1.60
2021	\$1.60
2022	\$1.60
2023	\$1.60
2024	\$1.60

The General Airline Credit:

1. Is based on Originating Enplaned Passengers of Signatory Airlines only.
2. Does not include Enplaned Passengers for Signatory Airline charters, ferries, or diversions.
3. Does not include any Originating Enplaned Passengers for any routes while AIRLINE is earning other incentives from the AUTHORITY for such routes.
4. Does not include passengers of Non-Signatory Airlines.
5. Will not include a true-up for reporting errors identified after the General Airline Credit has been paid, or applied to a landing fee or rental invoice.
6. Only available to an Airline that is a Signatory Airline during the calculation period for such General Airline Credit. New entrants must have Signatory Airline status and Originating Enplaned Passengers within the given period.

(ii) At the end of each Rate Period, for each additional 0.5% (one-half of one percent) of Originating Enplaned Passenger growth in the overall AIRPORT market during each Rate Period, the AUTHORITY shall make available a pool of \$250,000 called the Supplemental Airline Credit. Each Signatory Airline contributing to the growth during the Rate Period shall share pro-rata in the pool. For the purpose of the Supplemental Airline Credit enplanement calculation, the Baseline Year (herein defined to be January 1 – December 31) will include: Signatory Exemptions, or originating enplanements while earning other incentives from the AUTHORITY, Signatory and Non-Signatory Charters, Signatory and Non-Signatory Ferries, and Signatory and Non-Signatory Diversions. For the purpose of the Supplemental Airline Credit enplanement calculation, the current year will exclude signatory exemptions or originating enplanements while earning other incentives from the AUTHORITY and include: Signatory and Non-Signatory Charters, Signatory and Non-Signatory Ferries, and Signatory and Non-Signatory Diversions. The difference between the Baseline Year and the current year calculations will represent the enplanements eligible for Supplemental Airline Credit.

(B) If necessary, the General Airline Credit shall be reduced for any given Rate Period in which the following two AUTHORITY financial conditions are not met:

- (i) 2.0 times Debt Service Coverage ratios, or
- (ii) General Purpose Fund cash equal to one year of Operating Expenses for the AUTHORITY.

If either of these financial conditions is not met, the General Airline Credit shall be reduced by an amount necessary to satisfy the financial condition until both (a) and (b) above are met.

(C) The allocation of AIRLINE's and each Signatory Airline's share of the General Airline Credit shall be calculated for each Rate Period. Said allocation shall also be recalculated and adjusted by the AUTHORITY for the commencement or cessation of service by a Signatory Airline during the Rate Period.

(D) Credit for AIRLINE's share of each Rate Period's General Airline Credit shall be made in equal monthly installments by applying said amount as a credit against AIRLINE's monthly invoices for Rentals, Fees, and Charges hereunder. Unless AIRLINE specifically directs the AUTHORITY, in writing, to allocate said credit under a different method, the General Airline Credit shall be applied against AIRLINE's estimated charges for Landing Fees. AIRLINE may make any changes in its allocation direction effective only at the beginning of a new Rate Period. At the time the annual budget is prepared, AUTHORITY shall solicit in writing AIRLINE's preferred allocation of the General Airline Credit for the subsequent Rate Period.

(E) Notwithstanding the foregoing, the General Airline Credit shall only apply as a credit against amounts owed to the AUTHORITY. AIRLINE shall not be entitled to its share of any General Airline Credit for any month in which it is in default in its payment of any Rentals, Fees and Charges, PFCs, or any other amounts owed hereunder to the AUTHORITY. In the event of a Signatory Airline's Event of Default with respect to such nonpayment, which has not been cured or otherwise remedied to the satisfaction of the AUTHORITY, the amount of the General Airline Credit that would have been credited to the defaulting Signatory Airline shall be first applied to satisfying payment of any such unpaid amounts plus any costs and expenses of the AUTHORITY relating to such default.

(F) The Supplemental Airline Credit earned in the prior calendar period shall be paid by the AUTHORITY immediately following the audit of the AUTHORITY'S financial statements. AIRLINE shall not be entitled to its share of any Supplemental Airline Credit for any period in which it is in default in its payment of any Rentals, Fees and, Charges, PFCs, or any other amounts owed hereunder to the AUTHORITY. In the event of a Signatory Airline's Event of Default with respect to such nonpayment, which

has not been cured or otherwise remedied to the satisfaction of the AUTHORITY, the amount of the Supplemental Airline Credit that would have been paid to the defaulting Signatory Airline shall be first applied to satisfying payment of any such unpaid amounts plus any costs and expenses of the AUTHORITY relating to such default.

(G) For new entrant carriers who enter the market during the calculation period of the Supplemental Airline Credit, their growth percentage shall be prorated over a corresponding period once airline incentives expire. For example, if a new carrier enters the market on February 1, 2018 and chooses to receive incentives from the AUTHORITY, their Supplemental Airline Credit calculation would not begin until February 1, 2019. When the Supplemental Airline Credit is paid in the year 2020, eligible enplanement growth will be calculated on the difference between the eligible enplanements generated from February 1, 2018 to December 31, 2018 and the eligible enplanements generated from February 1, 2019 to December 31, 2019.

(H) Airline Credits will not be shared with new entrant carriers that are receiving air service incentives from the AUTHORITY. If an existing carrier enters into a new market where they are receiving incentive waivers for that route, no Airline Credits will be shared with that carrier for the passengers flown in that new market until the incentive waivers have ended.

Section 514. PFCs to be held in Trust for the AUTHORITY

(A) AIRLINE acknowledges that AUTHORITY shall have the right to assess airline passengers a passenger facility charge for the use of the AIRPORT in accordance with 49 U.S.C. §40117 and the rules and regulations thereunder (14 C.F.R. Part 158, herein the "PFC Regulations") and as otherwise hereinafter authorized or permitted. AIRLINE shall collect on behalf of and remit to AUTHORITY any such charges in accordance with the requirements of the PFC Regulations, including but not limited to holding any charges collected by the AIRLINE, pending remittance to AUTHORITY, in trust for the benefit of AUTHORITY. AUTHORITY shall have the right to use all such passenger facility charges collected in any lawful manner.

(B) AIRLINE and AUTHORITY shall be bound by and shall observe all of the provisions of the PFC Regulations as they apply to either or both parties.

(C) If AIRLINE fails to remit PFC revenue to the AUTHORITY within the time limits established by the PFC Regulations and within ten (10) calendar days after receipt of a written notice of non-payment from AUTHORITY, AIRLINE shall be deemed to be in default pursuant to Section 1301, below. Any late payment of PFC's shall be subject to interest computed in accordance with Section 601(C), below.

Section 515. Adjustment of Certain Fees During The Rate Period

If, during a Rate Period, the AUTHORITY's projections, based upon its most recently available information with regard to the Authority Requirement incurred and Non-Airline Revenues actually realized during such Rate Period for the Airfield Area Cost Center and Apron Cost Center, and with regard to the Authority Requirement incurred for the Terminal Building Cost Center, together with the most recently available information with respect to actual or projected Signatory Airline and Signatory Cargo Landing activity and Signatory Airline Assigned Apron and Terminal Building Leased Premises, indicates that payment of Landing Fees, Terminal Building Rentals, or Apron Fees by AIRLINE and the other Signatory Airlines at the then-existing rates would result in an underpayment or overpayment by the Signatory Airlines of ten percent (10%) or more of the amount required hereunder during such Rate Period, the AUTHORITY may adjust the remaining monthly Signatory Landing Fee Rate, Terminal Building Rental Rate, or Apron Fee Rates for such Rate Period to conform to its current projections. Such adjustments may not be made more than two (2) times per Rate Period. The AUTHORITY shall notify AIRLINE of its intent to adjust the fees and charges and the effective date of the proposed adjustment (which shall be no earlier than forty-five (45) days after the giving of such notice) and provide the financial justification for the adjustment. If requested by the Signatory Airlines, the AUTHORITY shall meet with the Signatory Airlines within the forty-five (45) day period to further explain the proposed adjustment.

ARTICLE VI PAYMENT OF RENTALS, FEES, AND CHARGES

Section 601. Manner of Payment

(A) AIRLINE agrees to pay all sums due under this Agreement in lawful money of the United States of America, without notice or demand, without deduction or setoff, by check, made payable to the Columbus Regional Airport Authority, which check shall be delivered postage or other charges prepaid to:

By U.S. Mail: Columbus Regional Airport Authority
CRAA L-3459
Columbus, Ohio 43260

By Express Mail: Columbus Regional Airport Authority
7 Easton Oval
Dept. L3459-EA2W10
Columbus, OH 43219

By Electronic Transfer (ACH or Wire Transfer):
Columbus Regional Airport Authority

Notification process as approved by the Authority

AIRLINE may pay at such other place or by such other method as may hereafter be designated by the AUTHORITY.

(B) Amounts due shall be payable as follows:

(i) Terminal Building Rentals for Preferential Use Premises within the Terminal Building, together with all fixed annual sums due as certain Supplemental Charges, shall be paid in twelve (12) equal monthly installments, in advance, not later than the first day of the month for which they are due.

(ii) Terminal Building Rentals for Common Use Premises shall be paid in twelve (12) equal monthly installments, in advance, not later than the first day of the month for which they are due. AIRLINE's monthly installments for Terminal Building Rentals for Common Use Premises shall be that amount determined by multiplying one-twelfth of the applicable annual Terminal Building Rental for the Common Use Premises in question by the applicable Common Use Charges Formula, as defined and further described in Section 506(C), above.

(iii) Terminal Building Rentals for Shared Use Premises shall be paid in twelve (12) equal monthly installments, in advance, not later than the first day of the month for which they are due. AIRLINE's monthly installments for Terminal Building Rentals for Shared Use Premises shall be that amount determined by multiplying one-twelfth of the applicable annual Terminal Building Rental for the Shared Use Premises in question by the applicable Shared Use Charges Formula, as defined and further described in Section 506(B), above.

(iv) Apron Fees shall be paid in monthly installments, in advance, not later than the first day of the month for which they are due. AIRLINE's monthly installments for Apron Fees for each six-month period beginning January 1 and July 1 of each Rate Period shall be one-sixth of AIRLINE's Apron Fee for the period calculated in accordance with the formula in Section 508, above.

(v) Landing Fees shall be paid monthly, in arrears, by the fifteenth day following invoicing by the AUTHORITY for the preceding month's Revenue Aircraft Arrivals.

(vi) Landing Fees for all aircraft landings at the AIRPORT ground-handled by AIRLINE (except those of a Signatory Airline) which AIRLINE has agreed to report and collect or has collected, shall be paid monthly, in arrears, by the fifteenth day of the month for the preceding month's aircraft ground-handled by AIRLINE.

(vii) Utility, tax and service charges, and any other charges, payments, reimbursements, and fees due under this Agreement and accruing in any month, including activity related Supplemental Charges, shall be paid by AIRLINE no later than fifteen (15) days following invoicing by the AUTHORITY.

(viii) PFCs shall be paid monthly to the AUTHORITY in accordance with the remittance requirements of the PFC Regulations as amended or supplemented from time to time.

(C) If AIRLINE shall fail to make payment of any AIRLINE Rental, Fees and Charges, PFCs, Supplemental Charges, or any other payment due the AUTHORITY by the due date thereof, AIRLINE shall pay to the AUTHORITY, in addition to all other remedies available to the AUTHORITY and all other payments to be made by AIRLINE to the AUTHORITY, a late charge equal to one and one-half percent (1½%) per month on the overdue amount, and the reasonable costs and attorney's fees (including allocable costs of in-house attorneys and staff) incurred by the AUTHORITY in attempting to obtain payment, if any.

(D) The AUTHORITY shall have the right to set-off any past due amount(s) owed the AUTHORITY by AIRLINE by applying all or a portion of AIRLINE's current payments to such past due amount(s). Past due amounts may include sums due under prior agreements, this Agreement, or for usage of the AIRPORT as a Non-Signatory Airline. In the event the AUTHORITY exercises its right of set-off, it shall notify AIRLINE of the set-off, including the amount thereof. AIRLINE shall then promptly make payment to the AUTHORITY of such sum as needed to satisfy current amounts due. Notwithstanding the foregoing, AIRLINE shall not abate, suspend, postpone, set-off, or discontinue any payments of Rentals, Fees and Charges, PFCs, Supplemental Charges, or other payments payable to the AUTHORITY under this Agreement.

Section 602. AIRLINE Financial Reports

(A) AIRLINE shall complete and file with the AUTHORITY, no later than the 10th day of each month, on forms acceptable to the AUTHORITY, reports summarizing statistics and information for AIRLINE's prior month operations at the AIRPORT necessary for the computation of Rentals, Fees and Charges and Supplemental Charges established under this Agreement, and such other statistical and financial data as is necessary for the computation and administration of AIRLINE's financial obligations under this Agreement, including but not limited to the following data:

(i) A report of AIRLINE's operations at the AIRPORT, (separated by company if any Affiliated Airlines are operating at the AIRPORT under this Agreement) including aircraft arrivals, aircraft departures, AUTHORITY-Controlled Passenger Holdrooms, Maximum Certificated Gross Landed Weight of said aircraft arrivals, and Revenue Aircraft Arrivals, by aircraft type;

(ii) AIRLINE's Originating Enplaned Passengers and Deplaned Passengers, separately identified, with deplanements segregated by terminating, and on-line and off-line transferring passengers;

(iii) The amount (in pounds) of cargo, freight, mail, and express mail handled by AIRLINE for the month; and

(iv) Statistics required by subparagraphs (i) through (iii) above, for each Airline ground-handled by AIRLINE for which AIRLINE has agreed to make such reports and which do not otherwise have an agreement with the AUTHORITY governing the reporting of said statistics to the AUTHORITY or does not have written authorization from the AUTHORITY to separately report said statistics.

(B) No later than one hundred-twenty (120) days prior to the end of each Rate Period, AIRLINE shall make its best effort to furnish the AUTHORITY with an estimate of:

(i) The total Revenue Aircraft Arrivals and Maximum Certificated Gross Landed Weight of all aircraft to be landed at the AIRPORT by AIRLINE during the following Rate Period;

(ii) The projected number of Originating Enplaned Passengers, Deplaned Passengers and through passengers of AIRLINE during the next ensuing Rate Period, summarized by month, with an estimate of terminating Deplaned Passengers separately identified; and

(iii) Such other estimates relating to anticipated operations at the AIRPORT by AIRLINE for the next ensuing Rate Period as the AUTHORITY may reasonably request.

(C) AIRLINE hereby agrees to cooperate as reasonably practical and possible with the AUTHORITY in establishing procedures for electronic submission of the reports required in this Section 602

Section 603. Failure to Report

(A) If AIRLINE fails to furnish the AUTHORITY with complete reports as required by Section 602, above, for any month, AIRLINE's Rentals, Fees and Charges, PFCs and Supplemental Charges shall be determined by assuming that the Maximum Gross Landed Weight of AIRLINE's Revenue Aircraft Arrivals, Enplaned Passengers, and Deplaned Passengers for such month were one hundred twenty-five percent (125%) of the highest reported monthly Maximum Gross Landed Weight of Revenue Aircraft Arrivals, Enplaned Passengers, and Deplaned Passengers reported by AIRLINE in the immediately preceding twelve (12) month period, and AIRLINE shall make payment to the AUTHORITY for Rentals, Fees, and Charges, and Supplemental Charges based

upon said estimates. Any necessary adjustment in such Rentals, Fees and Charges, PFCs or Supplemental Charges shall be calculated after an accurate report is delivered to the AUTHORITY by AIRLINE for the month in question. Resulting surpluses or deficits shall be applied as credits or charges to the appropriate charges or invoices in the month succeeding reconciliation.

(B) The AUTHORITY shall have the right to rely on said activity reports in determining Rentals, Fees, Charges, and Supplemental Charges due hereunder. AIRLINE shall have full responsibility for the accuracy of said reports. Late payment and payment deficiencies due to incomplete or inaccurate activity reports shall be subject to the late payment and late penalty charges as set forth in Section 601(C), above. In addition, AUTHORITY shall have the right to rely on other reliable data in determining Rentals, Fees and Charges, PFCs and Supplemental Charges due hereunder, including, but not limited to, FAA statistics and electronic data collection systems.

(C) The acceptance by the AUTHORITY of any AIRLINE payment shall not preclude the AUTHORITY from verifying the accuracy of AIRLINE's reports or computations, or from recovering any additional payment actually due from AIRLINE. Interest on any additional amount due shall accrue thereon from the date the payment was originally due, at the rate prescribed and calculated in Section 601(C), above.

(D) AIRLINE acknowledges that the AUTHORITY incurs additional administrative expense if AIRLINE's monthly reports are not filed when due, are incomplete or are inaccurate. To compensate the AUTHORITY for this administrative expense, AIRLINE agrees to pay the AUTHORITY a charge of \$50.00 (increasing by \$50 for each instance to a monthly maximum of \$250) for each monthly report that is not complete or received by its due date. Payment shall be made within thirty (30) days of the AUTHORITY's invoice therefor. This charge shall be in addition to, and not in lieu of, charges and reimbursements required by Section 603(B), above.

Section 604. AIRLINE and AUTHORITY Records and Audit

(A) AIRLINE shall maintain and/or make available within fifteen (15) days of notice from the AUTHORITY, at AIRLINE's office in Columbus, Ohio, or at the AIRPORT, books, records, and accounts, including computerized records (collectively, "books, records and accounts"), relevant to the determination and payment of any Rentals, Fees, and Charges, Supplemental Charges, PFCs, and other payments due under this Agreement. Such books, records and accounts shall include, without limitation, records of its aircraft arrivals and departures, gate utilization, Originating Enplaned Passengers, Deplaned Passengers, aircraft of other Airlines ground-handled and sublease and subcontracted services arrangements at the AIRPORT. Each such item of information shall be maintained for a period of at least three (3) years from the reporting period for which the documents were created and longer if necessary for pending litigation. AIRLINE shall promptly furnish the AUTHORITY with all information requested with respect to such books, records, and accounts. The AUTHORITY and such persons as it may designate, including

its auditors and financial consultants, shall have the right, during normal business hours, within ten (10) days of written notice to AIRLINE, to examine, audit, make copies of, and take extracts from such books, records, and accounts

In lieu of AIRLINE maintaining or providing such books, records, and accounts, within the City of Columbus or at the AIRPORT, AIRLINE may maintain and provide access to said books, records, and accounts, at its corporate headquarters. If such books, records, and accounts, are made available to the AUTHORITY at AIRLINE's offices, AIRLINE shall provide the AUTHORITY with adequate office working space and the use of on-site office equipment to make its examination or audit during normal business hours and shall pay all reasonable out-of-pocket costs of the AUTHORITY in conducting such audit, including hotel, meals and travel expenses of the auditors.

Except as otherwise provided, the cost of such examination or audit shall be borne by the AUTHORITY. However, the cost of such audit shall be reimbursed to the AUTHORITY by AIRLINE if: (a) the audit reveals an underpayment by AIRLINE of at least two percent (2%) for any Rental, Fee or Charge, Supplemental Charge, PFC remittance, or other payment payable by AIRLINE under this Agreement for any Rate Period, as determined by such audit; or (b) AIRLINE has failed to maintain accurate and complete books, records, and accounts in accordance with this Section 604.

(B) In the event that AIRLINE has failed to maintain true and complete books, records, and accounts, resulting in an underpayment by AIRLINE to AUTHORITY as described in Section 604(A), above, the AUTHORITY shall recalculate the total amount of Rentals, Fees and Charges, Supplemental Charges, PFCs, or other payments due to the AUTHORITY by AIRLINE. AIRLINE shall remit to the AUTHORITY, within fifteen (15) days of receipt of a written demand or invoice therefor from the AUTHORITY, the delinquent amount plus interest, fees and charges as provided for in Sections 601(C) and 603(B), above. In the event of an overpayment by AIRLINE to AUTHORITY as described in Section 604(A), above, such overpayment shall be returned to AIRLINE by AUTHORITY.

(C) AUTHORITY shall maintain and/or make available within fifteen (15) days of notice from AIRLINE, at AUTHORITY's office in Columbus, Ohio, books, records, and accounts, including computerized records relevant to the determination, charging and application of any Rentals, Fees and Charges, Supplemental Charges, Reimbursements, PFCs, and other payments due from AIRLINE under this Agreement including, without limitation, records of its revenues and operation and maintenance expenses. Each such item of information shall be maintained for a period of at least three (3) years from the reporting period for which the documents were created and longer if necessary for pending litigation. AUTHORITY shall promptly furnish at AUTHORITY's offices all information requested by AIRLINE with respect to such books, records, and accounts. The AIRLINE and such persons as it may designate, including its auditors and financial consultants, shall have the right, during normal business hours, within ten (10) days of written notice to

AUTHORITY, to examine, audit, make copies of, and take extracts from such books, records, and accounts, Except as otherwise provided, the cost of such examination or audit shall be borne by the AIRLINE. However, the cost of such audit shall be reimbursed to the AIRLINE by AUTHORITY if: (a) the audit reveals an overstatement by AUTHORITY of two percent (2%) for any Rental, Fee or Charge, Supplemental Charge, or other payment payable by AIRLINE under this Agreement for any Rate Period, as determined by such audit; or (b) AUTHORITY has failed to maintain accurate and complete books, records, and accounts in accordance with this Section 604.

(D) In the event that AUTHORITY has failed to maintain accurate and complete books, records, and accounts, resulting in AIRLINE's overpayment to AUTHORITY as described in Section 604(C), above, the AUTHORITY shall recalculate the total amount of Rentals, Fees and Charges, Supplemental Charges, or other payments due to the AUTHORITY by AIRLINE. AUTHORITY shall remit to the AIRLINE, within fifteen (15) days of receipt of a written demand or invoice therefor from the AIRLINE, the delinquent amount plus a penalty charge equal to one and one half percent (1½%) per month on the overpaid amount, and any reasonable costs and attorney's fees incurred by the AIRLINE in attempting to obtain reimbursement.

Section 605. Security Deposits

The following Section shall apply to AIRLINE in the event (a) AIRLINE has operated at the AIRPORT for less than twelve (12) consecutive months, or (b) AIRLINE has failed to make payments of any Rentals, Fees and Charges, PFCs, Reimbursements, or Supplemental Charges within ten (10) days after written notice from the AUTHORITY of failure to make payments when due or has failed more than once in any consecutive twelve (12) month period to file with AUTHORITY all reports within thirty (30) days after the due date for reporting as required in this Agreement. For purposes of this Section, the time allowed for payment and reporting pursuant to this Agreement shall not include the default cure time periods specified in Article XIII, below, of this Agreement.

(A) In order to guarantee the timely payment of all Rentals, Fees and Charges, Supplemental Charges, PFCs, Reimbursements, and any other payment due by AIRLINE under this Agreement or otherwise, and to otherwise guarantee AIRLINE's performance under this Agreement, AIRLINE shall provide the AUTHORITY, on or before the execution date of this Agreement or within ten (10) days of AUTHORITY's notification of any failure to make a payment required under this Agreement including Section 601, above, a Security Deposit in an amount equal to three months of the estimated annual Rentals, Fees and Charges, Supplemental Charges, PFCs, and other sums payable by AIRLINE for the then current Rate Period. Said Security Deposit shall be updated as to amount and renewed each Rate Period if required by its terms.

(B) If AIRLINE shall commit an Event of Default under Section 1301, below, or otherwise not satisfy the requirements of this Article VI, the AUTHORITY shall have the right to use such Security Deposit to pay AIRLINE's

Rentals, Fees and Charges, Supplemental Charges, PFCs, and any other amount owed to the AUTHORITY by AIRLINE then due and payable, or to apply the proceeds thereof to any cost or expense or material damages incurred by the AUTHORITY as a result of AIRLINE's default. In the event that any such Security Deposit or portion thereof is utilized, AIRLINE shall replenish, or provide a renewal or replacement Security Deposit within ten (10) days of being notified to do so by the AUTHORITY. The AUTHORITY's rights under this Section 605 shall be in addition to all other rights and remedies provided to the AUTHORITY under this Agreement.

(C) At such time as AIRLINE has operated at the AIRPORT for at least twelve (12) consecutive months and has made timely payment and submission of all charges and reports required under this Agreement, including Section 602, above, during that period, AUTHORITY shall release AIRLINE of such Security Deposit requirement, refunding any AIRLINE funds or other forms of security currently held by AUTHORITY. At any subsequent time during this Agreement should AIRLINE not continue to satisfy the terms of this Section, AUTHORITY may reinstitute its right to demand a Security Deposit from AIRLINE as described herein.

Section 606. Right to Contest; No Abatement or Set-off

(A) The payment by AIRLINE to the AUTHORITY, and the acceptance by the AUTHORITY from AIRLINE, of any amount hereunder shall not preclude the AUTHORITY from questioning the accuracy of any statement or the basis upon which such payment was made, or preclude the AUTHORITY from making any claim against AIRLINE for any additional amount payable by AIRLINE hereunder, or preclude AIRLINE from making any claim against the AUTHORITY for credit for any excess amount paid by AIRLINE hereunder.

(B) Notwithstanding the foregoing, AIRLINE shall not abate, suspend, postpone, set-off or discontinue any payments of Rentals, Fees, and Charges payable hereunder, except as herein expressly provided or as permitted by law or in equity.

Section 607. No Other Fees and Charges

(A) Except as otherwise provided for herein, no other rentals, fees, or charges shall be imposed by the AUTHORITY on AIRLINE for the use of Leased Premises and other facilities, and the rights, licenses, and privileges granted to AIRLINE in Article III, above. The foregoing provision shall not be construed to prohibit the AUTHORITY from imposing fees and charges for the use of specified equipment or facilities at the AIRPORT or from imposing fines, penalties, or assessments for the enforcement of the AUTHORITY's Rules.

(B) The provisions contained in Section 607(A), above, shall not preclude the AUTHORITY from seeking reimbursement from AIRLINE and other Airlines for the cost of services provided to AIRLINE, the Signatory Airlines, and other Airlines in compliance with any Applicable Law or Authority's Rule which is enacted or amended subsequent to execution of this Agreement, or for any services or facilities provided subsequent to the execution date of this Agreement, the cost of which is not currently included in the estimated Authority Requirement used to calculate Rentals, Fees, and Charges under this

Agreement or included as a Supplemental Charge recovery, subject to the terms of this Agreement.

Section 608. Covenant Not To Grant More Favorable Rentals, Fees and Charges

The AUTHORITY agrees that it will not enter into an agreement with any Airline providing scheduled or charter passenger or all-cargo air transportation service to and from the AIRPORT, having similar leased premises, facilities, rights, and privileges and imposing similar obligations to those of AIRLINE under this Agreement, which grants more favorable rentals, fees, or charges to said AIRLINE than those granted to AIRLINE under this Agreement unless the AUTHORITY also makes those more favorable rentals, fees, or charges available to AIRLINE hereunder. Notwithstanding the foregoing provision, the AUTHORITY reserves the right to charge for the AUTHORITY-controlled space and facilities on a per-use basis, and ground lease space at different rates.

**ARTICLE VII
OPERATION AND MAINTENANCE OF AIRPORT**

Section 701. Exhibit G

A schedule identifying the division of responsibility for operations and maintenance between the AUTHORITY and AIRLINE is attached hereto as Exhibit G and made a part hereof.

Section 702. Maintenance by the AUTHORITY

The AUTHORITY shall, in accordance with Exhibit G operate, maintain, and keep in good repair, all of the areas and facilities of the AIRPORT except as specifically excepted by Section 703, below, including the following:

(A) The AUTHORITY shall perform structural maintenance for AUTHORITY-constructed facilities including the roof of the Terminal Building and provide the maintenance and operation of AUTHORITY-installed mechanical and electrical systems.

(B) The AUTHORITY shall provide exterior window and building cleaning and interior window cleaning of the Terminal Building except in AIRLINE's non-publicly accessible Preferential Use Premises, which shall be the responsibility of AIRLINE.

(C) The AUTHORITY shall provide custodial maintenance in the publicly accessible areas of the Terminal Building, Passenger Holdrooms, Common Use Areas, other AUTHORITY-controlled areas, and the mechanical, electrical, and data equipment rooms.

(D) The AUTHORITY shall perform structural and routine maintenance and general snow and ice removal on the Apron and the Airfield Operations Area.

(E) The AUTHORITY shall maintain the public areas and Common Use Areas of the Terminal Building in a neat, clean, and sanitary condition.

(F) The AUTHORITY shall provide maintenance of MUFIDS/BIDS/CUTE equipment in the Terminal Building, if such equipment is AUTHORITY-installed, and AUTHORITY-installed public address systems.

(G) The AUTHORITY shall maintain, repair and provide nightly janitorial services to any loading bridges and ground power unit or preconditioned air units owned by the AUTHORITY; provided, however, that AIRLINE shall visually inspect its assigned loading bridges after each use and shall promptly remove any items of trash, rubbish, garbage, or litter of any kind that have accumulated therein; and provided further that the cost of said maintenance, repair and janitorial services shall be recovered fully by the AUTHORITY through a Supplemental Charge payable by AIRLINE as provided in this Agreement.

(H) The AUTHORITY will operate, maintain and repair the baggage handling systems, including the Inline Baggage System and conveyance system, exclusive of any screening components. The cost to operate, maintain and repair the system shall be allocated to either the Terminal cost center or the Inline Baggage System cost center as appropriate and in accordance with Section 501 above.

Section 703. Maintenance by AIRLINE

(A) AIRLINE shall at all times maintain its Leased Premises in an orderly, clean, neat, and sanitary condition, free from trash and debris, provided, however, that this requirement shall not be construed to mean AIRLINE shall have janitorial responsibilities designated to be those of the AUTHORITY pursuant to Exhibit G.

(i) AIRLINE shall provide all other maintenance and all custodial and janitorial services within its nonpublic Leased Premises except as described above. AIRLINE shall also provide electrical re-lamping within its nonpublic Preferential Use Premises within the Terminal Building and all maintenance and operations of tenant-installed improvements and systems. AIRLINE shall obtain written approval of the AUTHORITY for any decorating or redecorating of areas exposed to the public view.

(ii) AIRLINE shall use commercially reasonable efforts to keep its Assigned Apron and such other apron and ramp areas used by AIRLINE, free from fuel, oil, petroleum products, grease, garbage, trash, stones or debris of any kind.

(B) AIRLINE shall operate, maintain, and repair and provide janitorial services, at its own expense, to any loading bridges, ground power unit or preconditioned air units owned by Airline. In the event AUTHORITY assumes

or ownership of, or responsibility for the operation or maintenance of such equipment, charges for usage shall be adjusted accordingly. AIRLINE shall provide maintenance for its owned loading bridges in accordance with the manufacturer's specifications. The interior and exterior finish and cleanliness of any AIRLINE owed loading bridges must comply with the AUTHORITY's Rules for the AIRPORT. AIRLINE is responsible to train employees on the safe operation of loading bridges and to ensure that such safe operation of the loading bridges occurs. Under no circumstances is the AUTHORITY liable for damage to buildings or property, including aircraft, caused by operation of the loading bridge by AIRLINE, except to the extent such damage arises from the negligence or willful misconduct of the AUTHORITY.

(C) AIRLINE shall be responsible for the prompt repair or cost of repair of any damage at the AIRPORT caused by AIRLINE, its servants, agents, employees and licensees. If practical, all repairs shall be conducted under the supervision of the AUTHORITY.

(D) AUTHORITY shall determine the adequacy of maintenance of all premises at the AIRPORT. AIRLINE agrees to implement all reasonable requests and suggestions of the AUTHORITY regarding the maintenance of its Leased Premises at the AIRPORT.

(E) AIRLINE shall provide and maintain hand fire extinguishers for the interior of its non-publicly accessible Leased Premises in accordance with applicable safety codes.

(F) AIRLINE shall, in accordance with Exhibit G, be responsible for and shall perform or cause to be performed, maintenance, and repair of its Leased Premises. AIRLINE shall, at all times:

(i) Keep all fixtures, equipment, and personal property in a clean, safe, sanitary and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear which could not have been prevented by proper maintenance excepted) and perform all ordinary repairs, replacements, and inside painting. Such repairs, replacements and painting by AIRLINE shall be of a quality and class not inferior to the original material and workmanship. All finishes within public premises shall be consistent with the AUTHORITY's approved finishes for the area;

(iii) For any equipment, installed in or on the Leased Premises, that is purchased using the proceeds of any financing sponsored by the AUTHORITY, repair, maintain, and replace such equipment as is necessary to assure that at the end of the term hereof, provided equipment ownership is to be retained by AUTHORITY, the condition of such equipment shall be consistent with the expected useful life of similar equipment of the same age and

function in accordance with generally accepted safety and operations standards;

(iv) Control all of its vehicular traffic in the AIRPORT, and specific to such vehicular traffic, take all precautions reasonably necessary to promote the safety of its passengers, customers, employees, business visitors, and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(v) Dispose of its garbage, debris, and other waste materials (excluding snow and ice) in the AUTHORITY's designated collection containers and shall not allow trash to collect on AIRLINE's Leased Premises or otherwise create unsanitary or unsafe conditions.

(G) To the extent this Section 703 triggers a requirement to perform any environmental cleanup or remediation, Section 904, below, of this Agreement shall govern.

Section 704. AUTHORITY Right to Enter and Act

The AUTHORITY shall have the right at reasonable times (and accompanied by an AIRLINE representative, except in the case of emergency) to enter upon any of the Leased Premises or other premises occupied by AIRLINE for any of the purposes listed below. AUTHORITY shall provide reasonable notice and such right of entry shall not unreasonably interfere with AIRLINE's use or occupancy of such premises unless the situation endangers the health or safety of persons or the safety of operations at the AIRPORT.

(A) To inspect the Leased Premises to determine whether AIRLINE has complied and is complying with the terms and conditions of this Agreement, including without limitation, the AUTHORITY may inspect for repairs to utilities systems, for environmental testing, and for any other purpose necessary for, incidental to, or connected with the AUTHORITY's obligations under this Agreement, or in the exercise of the AUTHORITY's capacity as AIRPORT owner.

(B) To do anything in or about the Leased Premises in order to cure failures, omissions or violations of any terms, covenants and conditions of this Agreement on AIRLINE's part including to perform maintenance and make repairs in any situation where AIRLINE is obligated, but has failed to do so. AIRLINE shall pay the AUTHORITY for its entire cost of performing such maintenance or repairs on AIRLINE's behalf, plus a fifteen percent (15%) administrative charge.

(C) Upon reasonable notice, except in emergencies, to perform such maintenance, cleaning, or repair as the AUTHORITY reasonably

deems necessary, and which is the responsibility of the AUTHORITY under this Agreement.

(D) For fire protection, safety, or security purposes.

(E) To make structural additions and alterations to the AIRPORT.

(F) Upon the termination or cancellation of this Agreement.

- a. The right of inspection reserved to the AUTHORITY shall impose no obligation on the AUTHORITY to make inspections to ascertain the condition of such space and shall impart no liability upon the AUTHORITY for failure to make such inspections. The failure of the AUTHORITY to inspect or monitor or give AIRLINE notice of a default or a notice of a hazardous or unsafe condition with respect to AIRLINE's operations under this Agreement shall not release AIRLINE from its liability to perform its obligations under this Agreement or impose any liability on the AUTHORITY, and in any other event where the AUTHORITY determines that it is necessary or desirable to do so to preserve the AIRPORT or any portion thereof or to correct any conditions likely to cause injury or damage. As to any such repairs or replacements performed by the AUTHORITY that are occasioned by the negligence or willful misconduct by AIRLINE, AIRLINE shall pay the AUTHORITY for its entire cost of performing such work, plus a fifteen percent (15%) administrative charge.

Section 705. AUTHORITY Obligations

Except as specifically provided for in this Agreement, the AUTHORITY shall not be under any duty or obligation to AIRLINE to repair or maintain the Preferential Use Premises or any portion thereof, or any facilities or equipment constructed thereon. The AUTHORITY shall not be responsible or liable to AIRLINE for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by AIRLINE resulting from failure of any water supply, heat, air conditioning, electrical power, or sewer or drainage facility, or caused by the natural physical conditions on the AIRPORT, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot, or any other cause or peril beyond the control of the AUTHORITY, except to the extent covered by the AUTHORITY's insurance or as may be caused by the AUTHORITY's negligence or willful misconduct. In no event is the AUTHORITY responsible or liable to AIRLINE for consequential or punitive damages.

ARTICLE VIII CONSTRUCTION

Section 801. Alterations and Improvements by AIRLINE

AIRLINE may construct and install, at AIRLINE's sole expense, such improvements in its Preferential Use Premises as AIRLINE deems to be necessary or desirable for its operations; provided, however, that AIRLINE, prior to commencement of any construction or installation, shall obtain a Tenant Work Permit from the AUTHORITY approving the plans and specifications, location, and construction schedule for such improvements including any substantial alteration or addition. AIRLINE shall comply with the requirements of all Applicable Laws and Authority's Rules and building codes and the AUTHORITY's Tenant Work Permit program, including AUTHORITY Rules governing tenant construction, alterations, and improvements. Provided further, that no reduction or abatement of Rentals, Fees, and Charges shall be allowed for any interference with AIRLINE's operations by such construction. All such alterations and improvements by AIRLINE shall be subject to the following:

- (A) The AUTHORITY shall have the right to refuse approval of such plans and specifications if the external appearance of such improvements and facilities in publicly-viewed areas does not meet the AUTHORITY's requirements for substantial uniformity of appearance of improvements and facilities on the AIRPORT, or, if the type or time of construction or installation, or the location thereof does not meet the AUTHORITY's requirements for safe use of the AIRPORT by other authorized persons. The AUTHORITY may, inspect any such construction or installation.
- (B) All improvements made to AIRLINE's Preferential Use Premises and permanent additions or alterations thereto made by AIRLINE, except those financed by the AUTHORITY, shall be and remain the property of AIRLINE until expiration of the term of this Agreement. Upon termination or cancellation of this Agreement, said additions and alterations shall become the property of the AUTHORITY or, in the alternative, the AUTHORITY may require removal of said additions and alterations and also require restoration of AIRLINE's Preferential Use Premises; provided, however, that any trade fixtures, signs, equipment, and other movable personal property of AIRLINE not considered a permanent improvement to AIRLINE's Preferential Use Premises shall remain the property of AIRLINE, subject to the terms of Article XIV, below.
- (C) AIRLINE shall promptly pay all lawful claims made against the AUTHORITY and discharge all liens filed or which exist against the Preferential Use Premises, any other portion of the AIRPORT, or AIRLINE's trade fixtures or trade equipment arising out of or in connection with the failure or alleged failure by AIRLINE to make payment for work done or for materials provided to AIRLINE, its contractors, subcontractors, or materialmen, provided, however, AIRLINE shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement as long as AIRLINE provides adequate security of bonds over such claim. The AUTHORITY shall give timely notice to AIRLINE of all such claims and liens of which

it becomes aware. Within ten (10) days of said notice, AIRLINE shall provide such security, in such form and amount as is reasonably satisfactory to the AUTHORITY's legal counsel.

- (D) (iv) AIRLINE shall use, and shall cause each of its officers, employees, agents, and contractors, to use, the highest degree of care when entering upon any property owned by the AUTHORITY in connection with the work. In the case of any property owned by the AUTHORITY, or property owned by and leased from the AUTHORITY, AIRLINE shall comply, and shall cause each of its officers, employees, agents, and contractors to comply with any and all instructions and requirements for the use of such property.

Section 802. Nondisturbance of AIRPORT Tenants and Operations

Any work by AIRLINE and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise annoy, disturb, create a hazard, or be offensive to others at the AIRPORT, or interfere with other projects on, or the operations of, the AIRPORT. AIRLINE shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the AUTHORITY to correct the demeanor or conduct of the contractors. In the event AIRLINE or its contractors fail to comply, the AUTHORITY shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

Section 803. Construction and AIRPORT Expansion

The AUTHORITY shall have the right, at such times as may be reasonable for purposes of maintaining or constructing improvements, modifications, or expansions to the AIRPORT, including construction of Capital Projects, to close, relocate, reconstruct, change, alter, or modify the Leased Premises and/or the means of access to the Leased Premises pursuant to this Agreement or otherwise, either temporarily or permanently, provided, however, that the AUTHORITY shall provide:

- (i) Reasonable notice of the construction activities to AIRLINE;
- (ii) Adequate means of ingress and egress for Preferential Use Premises or, in lieu thereof, alternate premises of reasonably comparable size, condition, utility, and location to those being vacated by AIRLINE to the extent reasonably possible, with adequate means of ingress and egress. In the event alternate premises are provided to AIRLINE by the AUTHORITY, the AUTHORITY shall pay all costs resulting from such relocation, and, if AIRLINE is relocated for more than six (6) months, the value of AIRLINE's unamortized improvements. To the extent reasonably practical, AIRLINE shall be assigned new space substantially comparable in size, quality, finish, and location. For the initial six (6) months or any such relocation, AIRLINE's costs increase as a shall not result of any such relocation unless

AIRLINE requests additional space. If such relocation is for more than six (6) months, AUTHORITY shall recalculate the space occupied and the rent due for such space. All such costs shall be considered a cost of the Capital Project unless AIRLINE's relocation is a result of AUTHORITY's accommodation of a Requesting Airline as provided for in Sections 405, 406, and 407, above and such Requesting Airline pays the AIRLINE's costs of relocation; and

(iii) Any AUTHORITY sponsored project that is undertaken shall not adversely interfere with AIRLINE's operation to the extent reasonably possible.

ARTICLE IX RULES; COMPLIANCE WITH LAWS

Section 901. Rules

AIRLINE shall comply, and shall cause its agents, employees, and contractors and shall encourage its passengers, guests, and invitees to comply (collectively, Airline Persons"), with the AUTHORITY's Rules governing conduct at, and the operations of, the AIRPORT. AUTHORITY shall not enforce such AUTHORITY's Rules in an unjustly discriminatory manner. If requested, AUTHORITY shall promptly provide a copy of its then current Rules to AIRLINE. Except in a case of emergency, AUTHORITY shall provide fifteen (15) days prior written notice to AIRLINE of any relevant proposed amendment to AUTHORITY's Rules to allow for AIRLINE to comment on that amendment and for AUTHORITY to incorporate such comments, as reasonably warranted.

Section 902. Observance and Compliance with Laws

(A) AIRLINE shall, and shall cause all Airline Persons to observe and comply with and pay all taxes and obtain all licenses, permits, certificates, and other authorizations required by all Applicable Laws.

(B) Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (a) such statute or law as may be amended from time to time, (b) all regulations, rules, and executive orders, policies and instructions pertaining to or promulgated pursuant to such statute or law as they now exist or may be amended from time to time, and (3) all future statutes, laws, regulations, rules, executive orders, policies, and instructions effective during the term of this Agreement pertaining to the same or similar subject matter as they now exist or may be amended from time to time.

(C) AIRLINE shall make all non-structural improvements, repairs, and alterations to its Preferential Use Premises (subject to prior written approval of the AUTHORITY), equipment, and personal property that are required to comply with or conform to any of such statutes and ordinances or building codes that are applicable to AIRLINE's operation at the Airport.

Section 903. Compliance with Rule 15c2-12 of the Securities Exchange Act

If at any time when Bonds are outstanding and AIRLINE is not complying with the annual reporting requirements under the Security Exchange Act of 1934, as amended (the Securities Exchange Act), AIRLINE will provide to the AUTHORITY, upon the AUTHORITY'S written request such information with respect to AIRLINE as is reasonably necessary in order to comply with Rule 15c2-12 under the Securities Exchange Act.

Section 904. Compliance with Environmental Laws

AIRLINE expressly covenants, represents, and warrants that in conducting any activities or business on the Leased Premises or at the AIRPORT, and in performing any work pursuant to this Agreement, AIRLINE shall comply with any and all applicable Environmental Laws. AIRLINE further covenants, represents, and warrants:

(A) Environmental Permits. AIRLINE shall obtain and maintain any and all Environmental Permits required by any applicable Environmental Laws to conduct the activities or business in which AIRLINE will engage on the Leased Premises or at the AIRPORT.

(B) Review of Environmental Documents. At the AUTHORITY's request, AIRLINE shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all documents and materials AIRLINE has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to environmental issues, Environmental Laws or Environmental Permits and which pertain to the AIRPORT or the Leased Premises and would be discoverable in litigation.

(C) Access for Environmental Inspection. The AUTHORITY shall have access to the Leased Premises upon prior notice to inspect the same in order to confirm that AIRLINE is using the Leased Premises in accordance with all applicable Environmental Laws and Environmental Permits. AIRLINE agrees to fully cooperate with any such inspections; provided that, such inspections shall not unreasonably interfere with AIRLINE's operations. If AUTHORITY believes or has received information leading it to believe AIRLINE's operations are not in compliance with all applicable Environmental Laws and Environmental Permits, upon request by AUTHORITY, AIRLINE shall conduct such testing, inspection and analysis as AUTHORITY deems reasonable to ascertain whether AIRLINE is using the Leased Premises in compliance with all applicable Environmental Laws and Environmental Permits. AIRLINE shall pay all actual costs associated with any such environmental inspection, testing, and analysis. Any such tests shall be conducted by qualified independent experts chosen by AIRLINE, but such experts, the scope and the methods of such investigation shall be subject to the AUTHORITY's approval which shall not be unreasonably withheld. AIRLINE shall provide copies of any and all relevant reports prepared by such experts to the AUTHORITY within a reasonable time after AIRLINE receives such reports.

(D) Environmental Noncompliance. If AIRLINE fails to comply with any applicable Environmental Laws or Environmental Permits governing activity at the Airport, or if AIRLINE fails to promptly commence corrective actions and any required remediation, the AUTHORITY, in addition to the rights and remedies described elsewhere in this Agreement and any other rights and remedies otherwise available to the AUTHORITY, may enter the Leased Premises and take all reasonable and necessary actions, at AIRLINE's expense, to ensure such compliance with such Environmental Laws and Environmental Permits.

(E) Duty to Notify AUTHORITY. In the event of any release or threatened release of Hazardous Materials caused by AIRLINE, its employees, agents or contractors, and which is required by applicable Environmental Laws or Authority Rules to be reported by AIRLINE, whether as a result of negligent conduct or otherwise, at, on, under or about the Leased Premises or the AIRPORT, or in the event any claim, demand, complaint or action is made or taken against AIRLINE that pertains to the environment at the Leased Premises or at the AIRPORT, or if AIRLINE receives any notice pertaining to AIRLINE's failure or alleged failure to comply with any Environmental Laws or Environmental Permits at the AIRPORT, AIRLINE shall promptly notify the AUTHORITY, of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide the AUTHORITY with copies of any and all claims, demands, complaints, notices, or actions so made. If AIRLINE is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any notice or report of a release or threatened release of Hazardous Materials at, on, under or about the Leased Premises or the AIRPORT, AIRLINE shall simultaneously provide a copy of such notice or report to the AUTHORITY.

(F) Environmental Remediation.

(i) AIRLINE shall undertake all necessary steps to remedy and remediate environmental pollution, contamination, condition or damage to the extent caused by or resulting from the activities or conduct or presence of AIRLINE or its agents, employees or licensees on the Leased Premises or at the AIRPORT, whether resulting from AIRLINE's negligent conduct or otherwise, as determined by the appropriate governmental agency to be necessary to reasonably protect the public health and safety to the extent required by Applicable Law or Authority's Rules, or to bring the Leased Premises or the AIRPORT into compliance with all Environmental Laws and Environmental Permits applicable to the Airport or AIRLINE's operations, including any risk-based clean-up standards acceptable to the AUTHORITY and approved by any Governmental Authority having jurisdiction. Such work shall be performed at AIRLINE's expense. Except in the event of an emergency, such work shall be performed after AIRLINE submits to the AUTHORITY a written plan for completing such work and receives the prior approval of the AUTHORITY, which shall not be unreasonably withheld. The AUTHORITY shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The actual cost of such review and inspection shall be paid by AIRLINE. Specific cleanup levels for any environmental remediation work AIRLINE performs shall be designed to meet and satisfy the requirements of all Environmental Laws and Environmental Permits applicable to the Airport or AIRLINE's operations, including any risk-based clean-up standards approved by any Governmental Authority having jurisdiction and approved by the AUTHORITY, whose approval shall not be unreasonably withheld. AIRLINE expressly

warrants that all work performed pursuant to this Agreement shall be performed in accordance with all applicable Environmental Laws and Environmental Permits specifically including, without limiting the generality of the foregoing, any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.

(ii) Notwithstanding the obligations imposed on AIRLINE in paragraph (F)(i) of this Section of the Agreement, the AUTHORITY and Governmental Authorities having jurisdiction shall at all times have the right should the AIRLINE fail to comply with its obligations in paragraph (F)(i) of this Section, after a specified cure period, if any, or immediately if necessary to prevent additional harm to the environment, to take any and all actions as they may individually or collectively deem appropriate to cease, contain, investigate, remediate, or otherwise respond to a condition which results from, causes or threatens to cause environmental pollution, contamination, or damage at, under or about the Leased Premises or at the AIRPORT. AIRLINE agrees to cooperate with any and all such actions.

(G) Stormwater.

(i) Notwithstanding any other provisions or terms of this Agreement, AIRLINE acknowledges that certain properties within the AIRPORT, or on AUTHORITY-owned land, are subject to stormwater rules and regulations. AIRLINE agrees to observe and abide by such stormwater rules and regulations as may be applicable to AIRPORT property and uses thereof.

(ii) The AUTHORITY and AIRLINE will cooperate to ensure compliance with any stormwater discharge permit terms and conditions, as well as to insure safety and to minimize cost of compliance. AIRLINE acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to materials generated, stored, handled, or otherwise used by AIRLINE, as such term may be defined by applicable storm water rules and regulations, by implementing and maintaining appropriate and relevant "best management practices" as that term may be defined in applicable stormwater rules and regulations.

(iii) The AUTHORITY may invite AIRLINE to participate in discussions with the Ohio Environmental Protection Agency regarding discharge permit requirements and shall provide AIRLINE with written notice of any stormwater discharge permit requirements applicable to AIRLINE and with which AIRLINE will be obligated to comply from time-to-time, including certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans;

implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. AIRLINE agrees to undertake, at its expense, unless otherwise agreed to in writing between the AUTHORITY and AIRLINE, those stormwater permit requirements for which it is reasonably responsible and for which it has received written notice from the AUTHORITY and which are applicable exclusively to Airline, and AIRLINE agrees that it will hold harmless and indemnify the AUTHORITY for any violations or non-compliance by AIRLINE with any such permit requirements for which it has undertaken.

(H) No Liability for Business Interruption. The AUTHORITY shall not be responsible to AIRLINE, its agents, or employees, for any environmental condition in existence on the Leased Premises or at the AIRPORT, which condition may interfere with AIRLINE's business or other operations or activities, or which might otherwise cause damages to AIRLINE through loss of business, destruction of property, or injury to AIRLINE, its owners, directors, officers, agents, employees, customers, clients, vendees, invitees, concessionaires, or licensees except to the extent such conditions are caused by the AUTHORITY, its employees or agents.

(I) Hold Harmless. AIRLINE shall assume the risk of, be responsible for, defend, indemnify and hold harmless the AUTHORITY, including without limitation its past, present and future directors, officers, agents, and employees (collectively, "Indemnified Parties"), from any and all losses, claims, liabilities, damages, costs, and expenses including reasonable attorneys' fees (collectively, "Losses"), the AUTHORITY may incur in connection with any actual, threatened, or potential environmental pollution, contamination, condition, or damage to the extent caused by or resulting from the activities, conduct, or presence of AIRLINE or AIRLINE's directors, officers, agents, contractors, or employees, at the AIRPORT, or from AIRLINE's failure to comply with any Environmental Laws or Environmental Permits at the AIRPORT.

(J) AIRLINE agrees that all remedies of the AUTHORITY as provided in this Section 904 of this Agreement with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Laws or Environmental Permits shall be deemed cumulative in nature and the Authority's right to indemnification as provided under this Section 904 shall survive the termination of this Agreement.

Section 905. Compliance with 14 C.F.R. 382.40

AIRLINE, when required by 14 C.F.R. Part 382 or any other laws, rules or applicable regulations now or hereafter adopted by federal or state governments, shall provide certain facilities for the movement of passengers with disabilities while enplaning and deplaning its aircraft. To the extent required by Applicable Law and Authority's Rules, AIRLINE shall be responsible for acquiring or making arrangement for the use of boarding assistance

devices, when applicable, for its aircraft. AIRLINE shall ensure that all lifts and other accessibility equipment used by it are maintained in proper working condition. AIRLINE shall ensure that those personnel involved in providing boarding assistance through the use of lifts or other accessibility equipment are properly trained in the use and operation of the devices and appropriate boarding assistance procedures that safeguard the safety and dignity of passengers.

Section 906. Nondiscrimination

(A) AIRLINE for itself, its personal representatives, contractors, agents, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree as a covenant running with the land that (i) no person on the grounds of race, color, religion, sex, military status, national origin, disability, age, or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Leased Premises; (ii) in the construction of any improvements on, over, or under Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, military status, national origin, disability, age, or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (iii) AIRLINE shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to the Airport and Airway Improvement Act of 1982, as amended or superseded, and any regulations issued thereunder.

(B) To the extent required by law, AIRLINE shall ensure that its actions and activities are in compliance with the Americans with Disabilities Act, the Air Carriers Access Act, , and all applicable regulations, advisory circulars, standards, guidance documents and similar materials including the 2010 ADA Standards for Accessible Design, as it may from time to time be revised. All are herein incorporated by reference and made a part of this Agreement. Any corrections or changes necessary to bring AIRLINE into compliance will be the responsibility, including the financial responsibility, of the AIRLINE. If required by the AUTHORITY, AIRLINE shall make available for review its plan detailing the manner in which it shall meet its Air Carrier Access Act, Americans with Disabilities Act and other obligations.

(C) AIRLINE acknowledges that the provisions of 49 C.F.R. Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," as said regulations may be amended, and such other similar regulations that may be enacted governing Disadvantaged Business Enterprises, may be applicable to the activities of AIRLINE under the terms of this Agreement, unless exempted by said regulations, and hereby agrees to comply with the applicable regulations. These requirements may include, but not be limited to, compliance with Disadvantaged Business Enterprise or Minority Business Enterprise, as such terms are defined in 49 U.S.C. 2204, 49 C.F.R. 26.5, or such other statutes or regulations as may be enacted governing minority or disadvantaged business enterprises, participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies,

the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to Minority and Disadvantaged Business Enterprises.

(D) AIRLINE agrees to furnish services in the United States in compliance with federal law and on a reasonable and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that AIRLINE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions or as otherwise required by 49 C.F.R., Subtitle A, Part 21, Nondiscrimination in Federally Assisted Programs of the United States Department of Transportation, as said Statute and regulations may be amended.

(E) In the event of the breach of any of the above nondiscrimination covenants, the AUTHORITY shall have the right to terminate this Agreement and to reenter and repossess the Leased Premises and said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued. Unless precluded by the provisions of the above assurance or regulation, the AUTHORITY shall treat such breach as an Event of Default under Section 1301, below, of this Agreement and follow the notice and termination provisions contained in Section 1302, below, of this Agreement.

(F) Additionally, The AIRLINE shall comply with the requirements of the FAA set forth in Exhibit J hereto, as such requirements may be amended, updated, replaced or interpreted by the Department of Transportation and/or FAA from time to time.

Section 907. Right to Develop or Improve the AIRPORT

The AUTHORITY reserves the right to further develop or improve the AIRPORT as it sees fit, regardless of the desires or view of AIRLINE and without interference or hindrance provided that the AUTHORITY agrees to consider reasonable alternatives which may reduce interference with AIRLINE's operations.

ARTICLE X DEFERRABLE CAPITAL EXPENDITURES

Section 1001. Consultation for Capital Expenditures

(A) The AUTHORITY shall engage in the following consultation process with the Signatory Airlines, and Signatory Cargo Carriers, if applicable, prior to undertaking any Deferrable Capital Expenditure. Such consultation process shall include the following:

- (i) The AUTHORITY shall provide the Signatory Airlines, and Signatory Cargo Carriers, if applicable, written notice of the proposed Deferrable Capital Expenditure, including a full

conceptual description of the project to be funded, general information regarding the need for and benefits to be derived from the project, cost estimates for the project, the sources of financing to be used for the project, and the project's estimated effect on Rentals, Fees, and Charges, including estimated annual operations and maintenance expenses associated with the project to the extent available. A form for AIRLINE's response shall be included with the information provided to the applicable airlines.

(ii) Within fifteen (15) days of receipt of such notice, any Signatory Airline or Signatory Cargo Carrier may request in writing a meeting with the AUTHORITY and the other Signatory Airlines and Cargo Carriers for the purpose of discussing the proposed project.

(iii) In the event no such airline requests a meeting and a deferral is not requested by the Signatory Airlines or Signatory Cargo Carriers, if applicable, as provided below, the AUTHORITY may proceed with the Deferrable Capital Expenditure and include the cost thereof in the Authority Requirement for calculation of Landing Fees under Section 503 or Apron Fees under Section 504, above, pursuant to this Agreement.

(iv) In the event a Signatory Airline or Signatory Cargo Carrier, if applicable, requests a meeting, the AUTHORITY shall convene such meeting no sooner than fifteen (15) days following the airline's request for same and shall duly consider the comments and recommendations of the Signatory Airlines and Signatory Cargo Carriers, if applicable, received at such meeting prior to incurring the Deferrable Capital Expenditure.

Section 1002. Deferral

Any Deferrable Capital Expenditure so presented for the Airlines' consideration shall be deferred upon receipt of requests for deferral by a Majority-In-Interest, as defined and appropriate to each proposed Deferrable Capital Expenditure. All such Airline requests for deferral must be in writing and submitted to the AUTHORITY by each individual carrier requesting deferral within thirty (30) days following the meeting described above or, in the event no such meeting is requested, within fifteen (15) days following the distribution of the AUTHORITY's notice described above. In the event a Majority-In-Interest requests a deferral of a proposed Deferrable Capital Expenditure, the AUTHORITY shall not undertake said Deferrable Capital Expenditure for at least one (1) year following the deferral request, or such shorter period if specified in the written deferral requests by a Majority-In-Interest. A Majority-In-Interest may at any time eliminate any remaining portion of a one (1) year deferral period for a particular Deferrable Capital Expenditure by requesting such elimination in writing to the AUTHORITY or by approving a request by the AUTHORITY to eliminate the balance of the deferral period. Following any deferral period set forth in this Section, the AUTHORITY shall have the right to

undertake such Deferrable Capital Expenditure and include the cost thereof in the Authority Requirement for the calculation of Landing Fees under Section 503, or Apron Fees under Section 504, above. Absent requests for deferral by a Majority-in-Interest of Signatory Airlines and Signatory Cargo Carriers, as applicable, under the conditions provided herein, AUTHORITY may proceed with the Deferrable Capital Expenditure and include the cost thereof in the Authority Requirement for calculation of Landing Fees under Section 503, or Apron Fees under Section 504, above.

Section 1003. Cost Overruns

A cost overrun for a Deferrable Capital Expenditure or any project listed on Exhibit F shall be treated as a separate Deferrable Capital Expenditure. However, AIRLINE agrees that in the event that such cost overrun is not the result of a material change in the project's scope, AIRLINE shall not unreasonably withhold its approval of the additional expenditure; provided, however, AUTHORITY has made reasonable and diligent effort to complete the project as originally defined within the projected cost as originally presented to the Signatory Airlines, and Signatory Cargo Carriers if applicable.

ARTICLE XI INSURANCE, DAMAGE TO LEASED PROPERTIES AND INDEMNIFICATION

Section 1101. Insurance

(A) General. AIRLINE shall provide and maintain adequate insurance in full force and effect at all times during the term of this Agreement, including extensions thereto, as set forth below, with limits as hereinafter stated, insuring against the liabilities set forth below. These requirements apply to AIRLINE and to its Affiliated Airlines operating at the AIRPORT under this Agreement. Such insurance limits, deductibles and terms shall not be less than hereinafter stated without AUTHORITY's advance written approval. Similarly, in lieu of satisfying the requirements contained in this Section, AIRLINE may, with written approval of AUTHORITY and upon such conditions as the AUTHORITY may require, be permitted to self-insure.

If any of the insurance is written as "claims made" or "occurrence reported" coverage, then AIRLINE shall maintain uninterrupted continuity of coverage and such insurance shall remain in full force and effect for at least 5 years after the expiration or termination of this Agreement.

(B) Risks and Minimum Limits of Coverage.

(i) Airline Third Party Legal Liability Insurance (this may also be known as Comprehensive Aviation Liability Insurance), which must include, but not be limited to, Aircraft Liability Insurance, Premises Liability Insurance, Products/Completed Operations Liability Insurance, War Risks Liability Insurance, Cargo Legal

Liability Insurance, Passenger Legal Liability Insurance, and Personal Injury Liability Insurance); provided, however, that the sublimit for Personal Injury Liability for non-passengers shall be \$25,000,000. AIRLINE and its Affiliated Airlines shall procure and maintain such policies of insurance for third party legal liability insurance. Such insurance shall be in an amount that is reasonable and customary for businesses of like size and type, but not less than One Hundred Million Dollars (\$100,000,000) if the largest number of available passenger and AIRLINE crew seats on any single aircraft regularly operated by AIRLINE at the AIRPORT is less than 20 seats, and not less than Two Hundred Million Dollars (\$200,000,000) if the largest number of available passenger and AIRLINE crew seats on any single aircraft regularly operated by AIRLINE at the AIRPORT is at least 20 seats; and

(ii) Automobile Liability Insurance. Five Million Dollars (\$5,000,000) combined single limit per occurrence (for automobiles used by AIRLINE in the course of its performance under this Agreement, including AIRLINE's owned, non-owned and hired autos). Vehicles used airside shall carry insurance limits of ten million dollars (\$10,000,000) combined single limit per occurrence or show evidence of coverage under AIRLINE's General Liability (Aviation or Aircraft liability) Insurance; and

(iii) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance and Employer's Liability Insurance in accordance with Ohio laws and regulations. With respect to Workers' Compensation Insurance, if AIRLINE elects to be self-insured, AIRLINE shall comply with the applicable requirements of Ohio law. AIRLINE's Employer's Liability Insurance Limit shall be no less than \$5,000,000 any one offense (coverage may be provided by an excess liability policy). If any portion of work is to be subcontracted, AIRLINE shall require the subcontractors similarly to provide such coverage (or qualify as a self-insured) for all the subcontractors' employees to be engaged in such work. AIRLINE hereby covenants and agrees that the AUTHORITY, its officers, or employees will not be liable or responsible for any claims or actions occasioned by AIRLINE's failure to comply with the provisions of this subparagraph and that the indemnification provisions of this Agreement shall apply to this Section. It is expressly agreed that the employees of AIRLINE are not AUTHORITY employees for any purpose, and the employees of the AUTHORITY are not employees of AIRLINE for any purpose; and

(iv) All Risk Property Insurance. AIRLINE must maintain all-risk property insurance covering AIRLINE improvements, trade fixtures, and equipment, including fire, lighting, vandalism, and extended coverage perils. The AUTHORITY shall be a named Loss Payee on such coverage to the extent of the AUTHORITY's interest

therein (except to the extent coverage relates to AIRLINE's equipment and personal property). AIRLINE shall be solely responsible for obtaining insurance policies that provide coverage for losses of AIRLINE-owned property. The AUTHORITY shall not be required to provide such insurance coverage or be responsible for payment of AIRLINE's cost for such insurance.

(v) Builders Risk Insurance. During any period of construction or reconstruction for which AIRLINE contracts, AIRLINE shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The AUTHORITY shall be named Loss Payee on Builders Risk coverage to the extent of the AUTHORITY's interest therein (except to the extent coverage relates to AIRLINE's equipment and personal property).

(vi) Environmental Liability Insurance. Subject to Section 1101(A), AIRLINE and its Affiliated Airlines shall procure and maintain policies of Environmental Liability Insurance for their operations at the Airport. Such insurance shall be in an amount that is reasonable and customary for businesses of like size and type, but not less than Five Million Dollars (\$5,000,000.00) for each event.

(C) Other Provisions.

(i) Issuers of Policies. The issuer of any policy shall be a financially sound insurance company maintaining an AM Best Rating of A- or better, or otherwise be acceptable to the AUTHORITY. Such issuer shall be authorized to cover losses in the State of Ohio.

(ii) Form of Policies. The insurance may be in one or more policies of insurance. Nothing the AUTHORITY does or fails to do shall relieve AIRLINE from its duties to provide the coverage required herein, and the AUTHORITY's actions or inactions shall not be construed as waiving the AUTHORITY's rights hereunder.

(iii) Endorsement of Primary Insurance. Each policy required by this Agreement except, Workers' Compensation and Employer's Liability insurance policies, shall be primary and non-contributory insurance to any other insurance available to the AUTHORITY with respect to claims arising hereunder.

(iv) Deductibles and Self-Insurance Retention. Subject to Section 1101(A), AIRLINE may maintain self-insured retentions and/or deductibles that are reasonable and customary for companies of its like size and type, but such retained amounts shall not exceed \$100,000 for any one occurrence or incident without advanced written approval of the AUTHORITY.

Notwithstanding these deductibles and/or self-insured retentions, AIRLINE shall assume financial responsibility for the full cost of related claims (including costs that fall within deductible or self-insured retention).

(v) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, shall name the AUTHORITY (and its officers, directors, agents, assignees, and employees) as additional insureds as its interest may appear, to the extent of the AIRLINE's indemnification obligations under this Agreement and shall be specified on the certificate of insurance and all renewal certificates (such certificates to accurately reflect the AUTHORITY's Additional Insured status on AIRLINE's original policies and any renewals or replacements thereof during the term of this Agreement).

(iv) Deductibles. Without increasing, decreasing or expanding its duties under Section 1101(B) hereof, AIRLINE shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the AUTHORITY, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish AIRLINE's rights or increase AIRLINE's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 1103 hereof.

(vi) Cancellation. The AIRLINE agrees to provide, or cause its insurer to provide, the AUTHORITY with thirty (30) days advance written notice of any lapse, cancellation, adverse material modification or non-renewal of coverage. This requirement shall be evidenced on the certificate(s) of insurance provided to the AUTHORITY.

(vii) Subrogation. Each Property and Workers' Compensation policy shall contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the AUTHORITY, its officers, directors, agents, assignees or employees.

(viii) Aggregates. AIRLINE shall give written notice to the AUTHORITY within thirty (30) days of the date upon which total claims by any party against AIRLINE reduce the aggregate amount of coverage below the amounts required by this Agreement. Alternatively, if at any time AUTHORITY requests a written statement from AIRLINE's insurance company as to any impairments or changes to an AIRLINE aggregate limit, AIRLINE shall promptly authorize and have delivered such statement to AUTHORITY. AIRLINE authorizes AUTHORITY and its insurance consultant to confirm with AIRLINE's insurance agents, and brokers all information furnished AUTHORITY, as to its

compliance with the insurance requirements contained in this Section 1101.

(ix) **Liability for Premium.** AIRLINE shall be solely responsible for payment of all insurance premiums required hereunder, and the AUTHORITY shall not be obligated to pay any such premiums. In the event that AIRLINE's insurance coverage lapses, AUTHORITY may procure replacement insurance at AIRLINE's expense.

(x) **Proof of Insurance.** Within thirty (30) days of the Effective Date of this Agreement and at each policy renewal thereafter or at any time during the term of this Agreement, AIRLINE shall furnish the AUTHORITY with certificates of insurance upon AUTHORITY's request.

(D) Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that AIRLINE, continuously and without interruption, maintain in force the required insurance coverages to be carried by AIRLINE set forth above.

(E) **AUTHORITY Right to Review and Adjust Coverage Limits.** The AUTHORITY reserves the right at reasonable intervals during the term of this Agreement to cause the insurance requirements of this Article XI, including any respective AUTHORITY-approved exceptions for increased retentions and/or deductibles, to be reviewed by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of AIRLINE, and, based on the written recommendations of such consultant, and in consultation with AIRLINE, to reasonably adjust the insurance coverages and limits required herein but not more often than every twenty-four (24) months.

Section 1102. Damage to Premises

(A) **Minor Damage.** If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, shall be partially damaged by fire or other casualty, but said circumstances do not render the Leased Premises untenable as determined by the AUTHORITY, the same shall be repaired to usable condition with due diligence by the AUTHORITY as provided in this Section 1102.

(B) **Substantial Damage.** If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, shall be so extensively damaged by fire, or other casualty, as to render any portion of said Leased Premises untenable but capable of being repaired, as determined by the AUTHORITY, the same shall be repaired to usable condition with due diligence by the AUTHORITY as provided in this Section 1102. In such case, the rentals payable hereunder with respect to

affected Leased Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the part of the area rendered untenable bears to total Leased Premises of the same category and area. Such abatement in rent will continue until such time as such affected Leased Premises shall be restored adequately for AIRLINE's use. The AUTHORITY shall use commercially reasonable efforts to provide alternate facilities to continue AIRLINE's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided in this Agreement for comparable space provided that AIRLINE's rental costs shall not increase as a result of any such alternate facilities unless AIRLINE requests additional space and/or space replacement of a classification at higher rental rates concurrent with such reassignment to alternate facilities.

(C) Total Damage.

(i) If any part of the Leased Premises, or adjacent facilities directly and substantially affecting the use of the Leased Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Leased Premises incapable of being repaired, as determined by the AUTHORITY, the AUTHORITY shall notify AIRLINE as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the AUTHORITY shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Leased Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by AIRLINE.

(ii) In the event the AUTHORITY elects to reconstruct or replace affected Leased Premises, the AUTHORITY shall use commercially reasonable efforts to provide alternate facilities to continue AIRLINE's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided in this Agreement for comparable space. However, if such damaged space shall not have been replaced or reconstructed, or the AUTHORITY is not diligently pursuing such replacement or reconstruction, within six months after the date of such damage or destruction, AIRLINE shall have the right, upon giving the AUTHORITY thirty (30) days advance written notice, to delete the affected Leased Premises from this Agreement, but this Agreement shall remain in effect with respect to the remainder of said Leased Premises, unless such damaged or destroyed premises prevent AIRLINE from operating its Air Transportation Business at the AIRPORT.

(iii) In the event the AUTHORITY elects not to reconstruct or replace affected Leased Premises, the AUTHORITY shall meet and consult with AIRLINE on ways to permanently provide AIRLINE

with adequate replacement space for affected Leased Premises. AIRLINE shall have the right, upon giving the AUTHORITY thirty (30) days advance written notice, to delete the affected Leased Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Leased Premises, unless the loss of such premises prevents AIRLINE from operating its Air Transportation Business at the AIRPORT.

(D) Scope of Restoration of Premises.

(i) The AUTHORITY's obligations to repair, reconstruct, or replace affected premises under the provisions of this Section shall in any event be limited to using due diligence and commercially reasonable efforts to restore affected Leased Premises to substantially the same condition that existed prior to any such damage and shall further be limited to the extent of insurance proceeds available to the AUTHORITY for such repair, reconstruction, or replacement. AIRLINE agrees that if the AUTHORITY elects to repair, reconstruct, or replace affected premises as provided in this Section, then AIRLINE shall proceed with reasonable diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, and other items provided or installed by AIRLINE in or about the Leased Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.

(ii) In lieu of the AUTHORITY's repair, reconstruction, or replacement of the affected premises, as provided in this Section, if AIRLINE requests to perform said function with respect to damage under Sections 1102(A) and 1102(B), the AUTHORITY may in its sole discretion, allow AIRLINE to perform such work. AIRLINE shall not be performing such work as an agent or contractor of the AUTHORITY. Any such work by AIRLINE must be done in accordance with the requirements of Section 801, above. The AUTHORITY shall reimburse AIRLINE for the cost of such work performed by AIRLINE.

(E) Damage From AIRLINE Negligence. Notwithstanding the provisions of this Section, in the event that due to the negligent or willful acts of AIRLINE, its agents, servants, or employees, or those under its control, Leased Premises shall be damaged or destroyed by fire, casualty, or otherwise, there shall be no abatement of rent during the restoration or replacement of said Leased Premises and AIRLINE shall have no option to delete the affected Leased Premises from this Agreement under the provisions of this Section. To the extent that the costs of repairs pursuant to this section shall exceed the amount of any insurance proceeds payable to the AUTHORITY by reason of such damage or destruction, AIRLINE shall pay the amount of such additional costs to the AUTHORITY.

Section 1103. Indemnification

(A) AIRLINE agrees to defend, indemnify, and hold harmless the AUTHORITY, its past, present and future directors, officers, employees, and agents from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements, costs and expenses, attorneys' fees including, without limitation, payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of or in connection with the conduct of AIRLINE's Air Transportation Business or the AIRLINE's use of its Leased Premises or other areas or facilities at the AIRPORT by AIRLINE, its agents, employees, contractors, or subcontractors, including, but not limited to:

(i) The acts or omissions of AIRLINE, its agents, employees, contractors, or subcontractors;

(ii) AIRLINE's use or occupancy of the AIRPORT and the Leased Premises; and

(iii) The violation by AIRLINE in the conduct of AIRLINE's Air Transportation Business or its use of its Leased Premises or other areas or facilities at the AIRPORT of any provision, warranty, covenant, or condition of this Agreement, of any Applicable Law, ordinance, regulation, or court order affecting the AIRPORT, including the AUTHORITY's Rules.

AIRLINE will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

(B) Without limiting the foregoing, AIRLINE also agrees to defend, indemnify, and hold harmless the AUTHORITY, its past, present and future directors, officers, agents, and employees:

(i) From and against any and all claims or liability for compensation under any workers' compensation statute or otherwise arising out of injuries sustained by any employee of AIRLINE. AIRLINE shall require by contract that its licensees and contractors maintain in effect at all times workers' compensation insurance as required by law;

(ii) From, and to assume all liability for, and to pay, all applicable taxes and assessments for payment of which the AUTHORITY may become liable and which by law may be levied or assessed on the Leased Premises, which arise out of the operations of AIRLINE or by reason of AIRLINE's occupancy of its Leased Premises except for any taxes or assessments based on

the gross or net income or gross or net receipts of the AUTHORITY that are not allocable to airline-related receipts. However, AIRLINE may, at its own risk, cost, and expense, and at no cost to the AUTHORITY, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, provided that AIRLINE posts security for such claims so that no lien on the AUTHORITY's property shall be filed and the AUTHORITY will, to the extent permitted by law, execute such documents as are necessary to permit AIRLINE to contest or appeal the same. AUTHORITY will promptly forward tax billings to AIRLINE; and

(iii) From and against any and all suits, claims, actions, or proceedings alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts resulting from AIRLINE's use of the AIRPORT for the landing and taking-off of aircraft including noise, smoke, or vibration.

(C) AIRLINE shall defend, indemnify, and hold the AUTHORITY, and its agents, members, directors, officers, and employees, completely harmless from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature (including, but not limited to, reasonable and actual attorney's fees, court costs, investigation expenses, and expert fees) associated therewith in any way arising from or based upon the violation of any Applicable Law or Authority's Rules by AIRLINE, its agents, employees, contractors, or tenants, in conjunction with AIRLINE's use and/or occupancy of the Leased Premises, or as a result of any actions taken by AIRLINE or its operations at the AIRPORT.

(D) AIRLINE further agrees that if a prohibited incursion into the air operations area occurs, or if the Airfield Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of AIRLINE's employees, agents, contractors, and such incursion or breach results in a civil penalty action against the AUTHORITY, AIRLINE shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the AUTHORITY as a result of such incursion or breach. The AUTHORITY shall promptly notify AIRLINE in writing of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation TSA security regulations at 49 CFR 1500 et seq., or FAA Federal Aviation Regulation Part 139, "Certification and Operations: Land Airports Serving Certain Air Carriers."

(E) AIRLINE's obligation to defend and indemnify past directors, officers, agents, assignees and employees of the AUTHORITY shall apply to such persons only for such incidents or allegations relating to periods during

which said directors, officers, agents, assignees and employees held their office or position or acted in such capacity with the AUTHORITY.

(F) The AUTHORITY shall promptly notify AIRLINE in writing of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the AUTHORITY against AIRLINE hereunder, setting forth the particulars of such claim, action, proceeding or suit, and shall furnish AIRLINE with a copy of all judicial filings and legal process and any correspondence received by the AUTHORITY related thereto.

(G) The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claims, demands, or suits made against the AUTHORITY, whether or not meritorious, for which AIRLINE is responsible pursuant to Section 1103. Provided, however, that upon the filing by anyone of a claim with the AUTHORITY for damages arising out of incidents for which AIRLINE herein agrees to indemnify and hold the AUTHORITY harmless, the AUTHORITY shall promptly notify AIRLINE in writing of such claim and, in the event that AIRLINE does not settle or compromise such claim, then AIRLINE shall undertake the legal defense of such claim both on behalf of AIRLINE and on behalf of the AUTHORITY. In situations where a conflict of interest exists, AIRLINE will provide AUTHORITY with separate counsel of the AUTHORITY's choosing. It is specifically agreed, however, that the AUTHORITY, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against the AUTHORITY for any cause for which AIRLINE is liable hereunder shall be conclusive against AIRLINE as to amount upon the expiration of the time for appeal therefrom. In the event the AUTHORITY shall fail to give AIRLINE notice of any such demand, notice, summons, or other process received by the AUTHORITY and such failure to give notice shall result in prejudice to AIRLINE in the defense of any action or legal proceeding contemplated herein, such failure or delay shall release AIRLINE of its liability as set forth in this paragraph insofar as only the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this Article XI shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the AUTHORITY. This Section 1103 shall not be construed as a waiver of the AUTHORITY's immunity.

(H) The AUTHORITY, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.

(I) Notwithstanding the provisions of this Section, AIRLINE shall have no obligation to indemnify the AUTHORITY for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements to the extent such are the result of the AUTHORITY's gross negligence or willful misconduct as determined by a court of law in a final and non-appealable decision.

(J) This Section shall survive the expiration or early termination of this Agreement as to events or circumstances occurring prior to the expiration or early termination hereof. AIRLINE understands and agrees that any insurance protection furnished by AIRLINE pursuant to Section 1101, above, shall in no way limit AIRLINE's responsibility to indemnify and hold harmless the AUTHORITY under the provisions of this Agreement.

(K) AIRLINE's indemnity obligations for claims and actions arising under any Environmental Laws shall be governed by Paragraph 904(I), above, of this Agreement.

Section 1104. AUTHORITY Not Liable

The AUTHORITY shall not in any event be liable for any acts or omissions of AIRLINE, its officers, agents, employees, invitees, and independent contractors, or for any conditions resulting from the operations or activities of any such lessee, tenant, or concessionaire, AIRLINE officers, employees, invitees, or independent contractors, or for any conditions resulting from the operations or activities of AIRLINE's officers, agents, employees, invitees, or independent contractors either to AIRLINE or to any other person. The AUTHORITY shall not be liable for AIRLINE's or any other tenant's failure to perform any of the obligations under this Agreement or for any delay in the performance thereof. AIRLINE expressly agrees that the AUTHORITY shall not be liable to AIRLINE for bodily injury or for any loss or damage to real or personal property occasioned by a force majeure event described in Section 1515 hereof not caused by the negligence or willful acts or omissions of the AUTHORITY.

ARTICLE XII MERGERS, ASSIGNMENT AND SUBLETTING

Section 1201. AIRLINE Mergers and Consolidations

If AIRLINE consolidates with or merges into another corporation or permits one or more other corporations to consolidate with or merge into it, or transfers or conveys all or substantially all of its property, assets and licenses to another corporation, the corporation resulting from or surviving such merger (if other than AIRLINE) or consolidation or the corporation to which such transfer or conveyance is made shall as a prior condition to a valid assumption or assignment of this Agreement: (a) expressly assume in writing and agree to perform all of AIRLINE's obligations hereunder; (b) be qualified to do business in the State of Ohio; and (c) if such corporation shall not be organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to the AUTHORITY an irrevocable consent to service of process in, and to the jurisdiction of the courts of, the State of Ohio with respect to any action or suit, in law or at equity, brought by the AUTHORITY to enforce this Agreement. If AIRLINE is the surviving corporation in such a merger, the express assumption referred to in the preceding sentence shall not be required.

Section 1202. Assignment or Subletting

Except as expressly provided in Section 1201 of this Agreement, AIRLINE shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") or sublet its Leased Premises without the advance written approval of the AUTHORITY. AIRLINE may permit any Affiliated Airline to use all or any portion of its Leased Premises; provided, however, that AIRLINE shall not assign, sublet or otherwise convey any right or interest therein to any such Affiliated Airline without the advance written approval of the AUTHORITY. If AIRLINE fails to obtain advance written approval of any such assignment or sublease, the AUTHORITY, in addition to the rights and remedies set forth in Article XIII, below, shall have the right to refuse to recognize such agreement, and the assignee or sublessee shall acquire no interest in this Agreement or any rights to use the Leased Premises.

Section 1203. AUTHORITY Approval of Assignments

(A) Without in any manner limiting AUTHORITY's general right to approve assignments, it shall not be unreasonable for the AUTHORITY to disapprove or condition an assignment of AIRLINE's Leased Premises on any or all of the following circumstances, among others:

- (i) The assignment is for less than the full remainder of the term of this Agreement.
- (ii) The assignment does not require the assignee to accept and comply with all provisions of the Agreement, including but not limited to accepting Signatory Airline status.

(B) Notwithstanding the foregoing, this Section shall not be interpreted to preclude or to require the AUTHORITY's approval of the assignment of this Agreement and AIRLINE's rights and obligations hereunder to a parent, subsidiary, or merged company if such parent, subsidiary, or merged company conducts an Air Transportation Business at the AIRPORT and assumes all rights and obligations hereunder. Written notice of such assumption shall be provided by the parent, subsidiary, or merged company at least thirty (30) days prior to the effective date of such assignment.

Section 1204. AUTHORITY Approval of Subleases

(A) Without in any manner limiting AUTHORITY's general right to approve subleases, it shall not be unreasonable for the AUTHORITY to disapprove or condition a sublease of AIRLINE's Leased Premises on any or all of the following circumstances, among others:

- (i) If a Signatory Airline, including a Signatory Airline which is not leasing space directly from the AUTHORITY because of the unavailability of such space, is, in the determination of the AUTHORITY, in need of the Leased Premises proposed to be

subleased; provided, however, that such Signatory Airline is willing to take such Leased Premises on substantially the same terms and conditions as proposed in the sublease and is willing to provide AIRLINE with a reasonable security deposit not to exceed three (3) month's rentals, fees, and charges

(ii) If the AUTHORITY determines that there is available space and/or Passenger Holdrooms for lease directly from the AUTHORITY by the proposed sublessee or if the sublease does not contain a provision which permits it to be terminated upon notice from the AUTHORITY to the parties thereto of the availability of AUTHORITY controlled space, provided that this paragraph shall not apply to Airlines which have code share agreements.

Section 1205. Method of Obtaining Approval

AIRLINE, when requesting an approval of an assignment or sublease under Section 1202, above, shall include with its request a copy of the proposed agreement, if prepared, or a detailed summary of the material terms and conditions to be contained in such agreement. Any proposed agreement or detailed summary thereof shall provide the following information: (a) the Leased Premises to be assigned or sublet; (b) the terms; (c) if a sublease, the rentals and fees to be charged; and (d) all material terms and conditions of the assignment or sublease the AUTHORITY may reasonably require. If approved, AIRLINE shall submit a fully executed copy of such agreement to the AUTHORITY within thirty (30) days after the commencement of the assignment or sublease.

Section 1206. Administrative Charge

In the event AIRLINE is authorized by the AUTHORITY to sublease any portion of its Leased Premises, AIRLINE may charge such sublessee, in addition to a reasonable charge for any services and AIRLINE-owned property provided by AIRLINE or actual costs other than rental costs incurred by AIRLINE, reasonable rentals not to exceed one hundred fifteen percent (115%) of AIRLINE's rentals for such portion of the Leased Premises.

Section 1207. AIRLINE to Remain Liable

AIRLINE shall remain fully and primarily liable during the term of this Agreement for the payment of all of the rentals due and payable to the AUTHORITY for the Leased Premises that are subject to an assignment or a sublease under Article XII, and fully responsible for the performance of all the other obligations hereunder, unless otherwise agreed to by the AUTHORITY.

ARTICLE XIII DEFAULT, TERMINATION AND CHANGE OF LEASE TERM

Section 1301. Events of Default

Each of the following shall be an "Event of Default" under this Agreement:

(A) AIRLINE fails to punctually pay when due any PFC, Rentals, Fees, Charges, Supplemental Charge, or any other sum required to be paid hereunder, and such failure continues for a period of ten (10) days after written notice of non-payment has been given to AIRLINE by the AUTHORITY.

(B) AIRLINE shall fail to keep, perform and observe any material promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure by the AUTHORITY; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to the AUTHORITY's right to terminate this Agreement if corrective action is instituted by AIRLINE within such thirty (30) day period and diligently pursued until the failure is remedied.

(C) AIRLINE shall discontinue its Air Transportation Business at the AIRPORT for a period of thirty (30) consecutive days or, after exhausting or abandoning any further appeals, AIRLINE shall be prevented for a period of thirty (30) consecutive days by action of any governmental agency other than the AUTHORITY from conducting its Air Transportation Business at the AIRPORT.

(D) AIRLINE shall cease using or abandon substantially all of its Leased Premises for a period of thirty (30) days.

(E) AIRLINE shall fail to meet any of the Security Deposit requirements set forth in Section 605, above, and shall fail to cure the same within fifteen (15) days after written notice has been given to AIRLINE by AUTHORITY.

(F) AIRLINE shall fail to make its Preferential Use Premises available for use by other AIRLINES as required pursuant to Article IV, above, on more than two (2) instances after written notice by the AUTHORITY or for a period of thirty (30) days after written notice specifying such failure by the AUTHORITY.

(G) AIRLINE shall fail to maintain the minimum required insurance coverage as required by Section 1101, above, for a period of ten (10) days after written notice specifying such failure by the AUTHORITY, provided that the AUTHORITY shall have the right to immediately suspend AIRLINE's right to operate at the AIRPORT until AIRLINE has obtained the minimum required insurance coverage.

(H) AIRLINE shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Code"), or any successor statute thereto); or shall fail to pay its debts

generally as they mature; or shall take the benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors.

(I) AIRLINE shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Code or under any other Applicable Law of the United States or of any state thereof; or consent to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief shall be entered by or against AIRLINE under any chapter of the Code.

(J) By order or decree of a court, AIRLINE shall be adjudged a debtor or bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the restructuring of its indebtedness under the Code or under any other Applicable Law of the United States or any state thereof and such order or decree shall not be stayed or vacated within sixty (60) days of its issuance.

(K) A petition under any chapter of the Code or an action under any federal or state insolvency law or statute law shall be filed against AIRLINE and shall not be dismissed or stayed within sixty (60) days after the filing thereof.

(L) By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official shall take possession or control of all or substantially all of the property of AIRLINE and such possession or control shall continue in effect for a period of sixty (60) days.

(M) AIRLINE shall become a corporation in dissolution.

(N) If any of AIRLINE's Leased Premises is financed in whole or in part with PFC revenue, and any portion of AIRLINE's preferential use or common use premises are not fully utilized and is not made available for use by potentially competing air carriers or foreign air carriers.

(O) The letting, license, or other interest of or rights of AIRLINE hereunder shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (A) through (M) of this Section 1301.

(P) The assignment or subletting of premises which is not approved by the AUTHORITY in accordance with the provisions of Article XII, above, and the failure to nullify such assignment or subletting within a period of thirty (30) days after written notice specifying such failure by the AUTHORITY.

Section 1302. Termination by the AUTHORITY

(A) Whenever an Event of Default has occurred, the AUTHORITY may, at its option, immediately and without further notice of such Event of Default:

(i) Terminate this Agreement and the lettings, licenses, and other rights of AIRLINE hereunder, without discharging any of AIRLINE's obligations hereunder and, at the AUTHORITY's further option, exclude AIRLINE from its Leased Premises. In the event AIRLINE uses, occupies, or fails to surrender or remove its property from its Leased Premises, or any portion thereof, without the written consent of the AUTHORITY after this Agreement has been terminated or expires, AIRLINE may be deemed a tenant at sufferance during the period of such use or failure and, in such event, AIRLINE shall pay the rate for rentals, fees, and charges established by the AUTHORITY for Airlines which are not Signatory Airlines during such period. In such event, the AUTHORITY shall have, in addition to whatever other rights are available to the AUTHORITY, the right to all remedies provided under Applicable Law, and reasonable costs, disbursements, and attorney fees including consequential damages incurred as a result of the holdover.

(ii) Without terminating this Agreement, exclude AIRLINE from its Leased Premises and use commercially reasonable efforts to lease such Leased Premises to another airline with any rentals received credited to the amounts owed by AIRLINE, minus a fifteen percent (15%) administrative fee of all sublease rentals received, holding AIRLINE liable for all Rentals, Fees and Charges, PFCs and Supplemental Charges and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of the Rentals, Fees, and Charges and other amounts payable by AIRLINE under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are paid by such new airline under such new agreement.

(iii) In addition, the AUTHORITY may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Rentals, Fees, and Charges and any other amounts payable by AIRLINE hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of AIRLINE under this Agreement.

(B) In the event of an Event of Default, the AUTHORITY may exercise any and all of the rights provided to it in this Section 1302 irrespective of any subsequent cure by AIRLINE, unless otherwise mutually agreed in writing by AIRLINE and AUTHORITY.

(C) The remedies set forth in this Article, shall be in addition to all other remedies which are or may be available to the AUTHORITY at law or in equity.

(D) All rights and remedies hereinbefore given to the AUTHORITY and all rights and remedies given to the AUTHORITY by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises shall deprive the AUTHORITY of any of the AUTHORITY's remedies or actions against AIRLINE for rentals, fees, and charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for rentals, fees, and charges or breach of covenant, or the resort to any other remedy herein provided for the recovery of Rentals, Fees and Charges be construed as a waiver of the right to obtain possession of the Leased Premises.

(E) In no event shall this Agreement or any rights or privileges hereunder be an asset of AIRLINE under any bankruptcy, insolvency, or reorganization proceedings.

Section 1303. Change of Lease Term

(A) Notwithstanding the provisions of Section 201, above, automatically and immediately upon the occurrence of an Event of Default described in Section 1301 (H), (I), (J), (K), (L) or (M), the term of this Agreement shall convert to month-to-month, commencing on the date of the automatic conversion. In addition to its rights under Article XIII, either party shall have the right to terminate the Agreement, following its conversion to a month-to-month Agreement, upon thirty (30) days written notice from the AUTHORITY to AIRLINE, or from AIRLINE to the AUTHORITY.

(B) The conversion of the term of this Agreement pursuant to this Section 1303 shall not discharge any of AIRLINE's obligations hereunder nor affect any of the AUTHORITY's other remedies set forth herein.

Section 1304. Termination by AIRLINE

(A) At any time that AIRLINE is not in default hereunder, AIRLINE may terminate this Agreement and its obligations hereunder to the extent set forth below, at AIRLINE's option, prior to the scheduled expiration date set forth in Section 201, above, by giving the AUTHORITY sixty (60) days' advance written notice by registered or certified mail upon or after the happening and during the continuance of any of the following events:

- (i) Any action of the Federal Aviation Administration or any other federal, state, county, or municipal governmental agency refusing to permit AIRLINE to operate into, from, or through the AIRPORT such aircraft (licensed for use in scheduled air transportation) as AIRLINE has previously operated regularly thereon, and the remaining in force of such refusal for a period of

at least sixty (60) days; provided however, that this provision shall not apply if occasioned by AIRLINE's failure to comply with airworthiness or noise standards for such aircraft as promulgated by FAA;

(ii) Any failure by the AUTHORITY to keep, perform and observe any material promise, covenant, or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the AUTHORITY by AIRLINE; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such thirty (30) day period, shall not give rise to AIRLINE's right to terminate this Agreement if corrective action is instituted by the AUTHORITY within such thirty (30) day period and diligently pursued until the failure is corrected; or

(iii) AIRLINE is prevented from conducting its Air Transportation Business at the AIRPORT for a period in excess of sixty (60) consecutive days for any reason other than causes directly controlled by AIRLINE.

ARTICLE XIV SURRENDER OF PREMISES

Section 1401. Surrender of Premises

(A) Surrender of Premises. AIRLINE covenants and agrees that on expiration of the term of this Agreement, or earlier termination as herein provided, or on reassignment or reallocation of the Leased Premises as provided herein, it will peaceably surrender possession of the Leased Premises, and other space made available to AIRLINE hereunder in a clean, sanitary, and good condition, reasonable wear and tear taking into account maintenance required to be done by AIRLINE, and acts of God, fire, and other casualties excepted, and the AUTHORITY shall have the right to take possession of said Leased Premises and other space made available to AIRLINE hereunder. The AUTHORITY shall not be required to give notice to quit possession at the expiration date of the term of this Agreement. Notwithstanding anything to the contrary contained in Section 1401(B) below, AIRLINE will surrender at no cost to the AUTHORITY and in good order and conditions, ordinary wear and tear excepted, all e-ticket counters, podiums, scales, or any similar items, but not including traditional ticket counter inserts, computer monitors and equipment or ticket issuing equipment not owned by AIRLINE.

(B) Removal of Personal Property. Provided AIRLINE is not in default for payment of Rentals, Fees, Charges, PFCs, or any other payment due hereunder, AIRLINE shall have the right, on expiration or early termination of this Agreement and within thirty (30) days thereafter, to remove or dispose of all personal property installed or placed by AIRLINE, in, on, or about the

AIRPORT. AIRLINE shall not be entitled to remove non-trade fixtures without the advance written consent of the AUTHORITY.

(C) Removal Damages. In the event AIRLINE removes its trade fixtures and equipment and other personal property and/or is allowed to remove its non-trade fixtures and removes such fixtures, AIRLINE shall repair any damage caused by such removal. Removal shall be at AIRLINE's expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the Premises and in the event it is determined that such Premises shall not be maintained for a period warranting the repairs indicated above, AIRLINE's requirement to perform such may be reduced or eliminated by AUTHORITY. In the event the Leased Premises are yielded or delivered to the AUTHORITY in need of repair, reconditioning, or restoration to its original leased condition (reasonable wear and tear taking into account maintenance required to be done by AIRLINE excepted), after reasonable notice to AIRLINE, the AUTHORITY shall repair or recondition said excepted Leased Premises and the cost thereof will be invoiced to AIRLINE as provided in Section 704, above. The AUTHORITY shall determine the condition of the Leased Premises at the termination of this Agreement by expiration or otherwise.

(D) Ownership of Fixtures Not Removed. In the event AIRLINE fails to remove its property, in addition to whatever other rights are available to the AUTHORITY, with prior notification of AIRLINE the AUTHORITY shall have the options of: (a) removing, selling, or storing AIRLINE property at AIRLINE's expense; or (b) taking title to AIRLINE property in lieu of removal on behalf of AIRLINE. In the event the AUTHORITY takes title to such property or otherwise disposes of the property, the AUTHORITY shall be entitled to all proceeds of sale of such AIRLINE property as liquidated damages for the breach of this covenant to remove.

(E) Environmental Issues. To the extent this Section 1401 triggers a requirement to perform any environmental cleanup or remediation, Section 904, above, of this Agreement shall govern.

ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1501. Relationship of Parties

Nothing herein contained is intended or shall be construed to in any respect create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make AIRLINE the general representative or agent of the AUTHORITY for any purpose whatsoever.

Section 1502. Amendment

Except as otherwise expressly provided herein, this Agreement, including the attached exhibits and endorsements, may not be changed,

modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1503. Subordination to Bond Ordinance

(A) This Agreement, and all rights granted to AIRLINE hereunder, are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation, or assignment made by the AUTHORITY in any Trust Indenture executed by the AUTHORITY to issue Bonds. The AUTHORITY expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor, provided that the AUTHORITY shall not take any actions that would be inconsistent with the terms and conditions of this Agreement.

(B) AIRLINE understands that the AUTHORITY is and will be the issuer of Bonds. With respect to Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income from the holders of such Bonds for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), AIRLINE agrees that it will not knowingly act, or knowingly fail to act (and will promptly, upon written notice from the Authority, cease and desist from any action, or failure to act) with respect to the use of the Leased Premises, if the act or failure to act may cause the AUTHORITY to be in noncompliance with the provisions of the Code as they now exist or may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will AIRLINE take, or persist in, any action or omission which may cause the interest on the tax-exempt Bonds either (a) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (b) to become subject to the alternative minimum tax (the AMT) for Federal income tax purposes. AIRLINE irrevocably elects not to take depreciation on any portion of its preferential or common use premises or any other space it occupies at the AIRPORT the construction of which was financed with tax exempt Bonds.

Section 1504. Certificate in Connection with Issuance of Bonds

AIRLINE agrees that in connection with any issuance of Bonds by the AUTHORITY, upon not less than thirty (30) days prior written request by the AUTHORITY, AIRLINE will deliver to the AUTHORITY a statement in writing certifying:

- (i) That this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);
- (ii) That to the AIRLINE's knowledge the AUTHORITY is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and

(iii) Such further matters as may be reasonably requested by the AUTHORITY, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 1505. No Third Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity (including other Signatory Airlines) other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1506. Counterparts

This Agreement may be executed in one or more counterparts.

Section 1507. Exhibits

All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. In the event of inconsistency between the terms of the Agreement and the exhibits, the terms of the Agreement shall prevail.

Section 1508. Survival of Warranties

All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

Section 1509. Quiet Enjoyment

The AUTHORITY agrees that, upon payment of all amounts due hereunder and performance of the covenants and agreements on the part of AIRLINE to be performed hereunder, the AUTHORITY shall not act or fail to act, except as otherwise provided by this Agreement, in a manner that will prevent AIRLINE from peaceably having and, in accordance with the terms hereof, enjoying the Leased Premises and all rights, licenses, services, and privileges of the AIRPORT and its appurtenances and facilities granted herein.

Section 1510. No Personal Liability

(A) Neither the AUTHORITY nor AIRLINE shall be liable to the other party for the acts or omissions of any other Airline or any condition resulting from the operations or activities of any other tenants or their representatives at the Airport.

(B) No director, officer, employee, or agent of the AUTHORITY or AIRLINE shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement.

Section 1511. Agreements with the United States

(A) Government Inclusion. AIRLINE covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the AUTHORITY and the United States Government or any other Governmental Authority, including those agreements relative to the development, operation, or maintenance of the AIRPORT, and including, but not limited to, those for which the terms and execution of have been or may be required as a condition precedent to the expenditure, granting, or reimbursement to the AUTHORITY of federal funds for the development of the Airport ("Grant Assurances") or the approval to impose or use PFCs for the improvement or development of the AIRPORT. In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the AUTHORITY has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation. AIRLINE further agrees that it shall not cause the AUTHORITY to violate any Grant Assurances made by the AUTHORITY to the federal government in connection with the granting of such federal funds or the approval of such PFCs.

(B) Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the AIRPORT or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the AIRPORT by the United States of America.

Section 1512. Governing Law

This Agreement is made and entered into in Franklin County, Ohio, and Ohio law shall govern and apply to this Agreement. In the event of a dispute or disputes between the parties hereto, and in the event litigation is instituted, such litigation shall be commenced only in a federal or state court in Franklin County, Ohio. AIRLINE hereby consents to the jurisdiction and venue of such courts and waives personal service of any and all process upon the AIRLINE herein, and consents that all such service of process shall be made by certified mail, return receipt requested, directed to AIRLINE at the address herein stated, and service so made shall be completed seven (7) days after the same shall have been posted as aforesaid.

Section 1513. Notices

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be (i) mailed via certified mail return-receipt requested , (ii) sent by nationally

recognized overnight carrier with traceable delivery requiring signature or (iii) personally delivered to the AUTHORITY and AIRLINE at the following addresses:

If to the AUTHORITY, to:

President & CEO
Columbus Regional Airport Authority
John Glenn Columbus International Airport
4600 International Gateway
Columbus, Ohio 43219

With a copy to General Counsel, same address.

If to AIRLINE, to:

or to such other person or address as either the AUTHORITY or AIRLINE may hereafter designate by notice to the other in accordance with this Section 1513. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by certified mail, five (5) days after being deposited in the mail, postage prepaid and properly addressed; or (c) if sent by facsimile, the earlier of: (1) actual receipt by addressee, and (2) Twenty-four (24) hours after confirmation of transmission.

Section 1514. Entire Agreement

This Agreement, including the attached exhibits, embodies the entire agreement between the AUTHORITY and AIRLINE relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the AUTHORITY and AIRLINE relating thereto.

Section 1515. Force Majeure

(A) Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, weather conditions, shortages of energy or materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, terrorism, war, blockade, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of the AUTHORITY or AIRLINE hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure

on the part of the AUTHORITY or AIRLINE to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section is intended or shall be construed to abate, postpone or in any respect diminish AIRLINE's obligations to make any payments due to the AUTHORITY pursuant to this Agreement.

(B) The AUTHORITY shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

Section 1516. Invalid Provisions

In the event any covenant, condition, or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition, or provision shall be deemed amended to conform to Applicable Law so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the AUTHORITY or AIRLINE in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 1517. No Waiver

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party. Nor shall any custom or practice which may evolve between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement.

Section 1518. Construction of Agreement

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against the AUTHORITY by reason of the preparation of this Agreement by the AUTHORITY.

Section 1519. Avigation Rights

The AUTHORITY reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the AIRPORT, including but not limited to AIRLINE's Leased Premises, for navigation or flight in said airspace for landing on, taking off from, or operating at the AIRPORT.

AIRLINE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned in furtherance of this Agreement, or in the event of any planned modification or alteration of any present or future building or structure in furtherance of this Agreement.

Section 1520. Security

AIRLINE shall supervise, or cause to be supervised, all persons lawfully present on loading bridges being used by the AIRLINE, persons traveling within secured areas directly to or from AIRLINE's aircraft, persons traveling on buses or similar vehicles operated by AIRLINE, and on all paths, walkways, and areas within secured areas used by the passengers to move between the Terminal Building and AIRLINE's aircraft.

Section 1521. Timing

The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1522. Representatives

The AUTHORITY and AIRLINE shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the AUTHORITY and AIRLINE, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the AUTHORITY, the AUTHORITY's representative shall be the President & CEO. The AIRLINE's representative shall be designated in a written notice delivered to the AUTHORITY. Any party hereto may change its designated representative by notice to the other party.

Section 1523. Approvals

(A) Whenever in this Agreement any approval is required from AIRLINE, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned. No disapproval shall be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.

(B) Wherever in this Agreement the approval of the AUTHORITY is required, such approval may be given by the President & CEO, shall be

promptly rendered and shall not be unreasonably withheld, conditioned or delayed except as otherwise expressly provided herein.

(C) In all instances in this Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing unless otherwise agreed by the parties.

Section 1524. Prohibition Against Exclusive Rights

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the AUTHORITY reserves the right to grant to others the privileges and right of conducting any or all activities of an aeronautical nature.

Section 1525. Successors and Assigns

Binding Effect. The terms, conditions, and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions regarding assignment or subletting contained in this Agreement.

Section 1526. Authority to Execute

The person(s) executing this Agreement on behalf of AIRLINE warrants to the AUTHORITY that AIRLINE is a duly authorized and existing corporation, that AIRLINE is qualified to do business in the State of Ohio, that AIRLINE has full right and authority to enter into this Agreement, and that each and every person signing on behalf of AIRLINE is authorized to do so.

IN WITNESS WHEREOF, the Columbus Regional Airport Authority has caused its name to be subscribed to these presents by Joseph R. Nardone, its President & CEO, duly authorized by Resolution No. 59-19 adopted, December 3, 2019, and _____
(Name of Airline)

has caused this instrument to be executed on its behalf by _____, its _____,
(Name of Person Signing) (Title of Person Signing)

all as of the day and year first above written.

Name of Airline:

Name: _____ Date _____
Title: _____

COLUMBUS REGIONAL AIRPORT AUTHORITY

Joseph R. Nardone _____ Date _____
President & CEO

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[NOTARY STATEMENTS ON FOLLOWING PAGE]

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for said county and state, personally appeared _____, the _____ of _____, who acknowledged that with due authorization, he/she did sign said instrument for and on behalf of _____, and that the same is his/her free act and deed individually as such officer, and the free act and deed of _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

On this ____ day of _____, 20____, before me, a Notary Public in and for said county and state, personally appeared Joseph R. Nardone, President & CEO of the COLUMBUS REGIONAL AIRPORT AUTHORITY, a port authority and a political subdivision created as a body politic by the City of Columbus and the County of Franklin, pursuant to O.R.C.§4582, who acknowledged that with due authorization, he did sign said instrument for and on behalf of the COLUMBUS REGIONAL AIRPORT AUTHORITY, and that the same is his free act and deed individually as such officer, and the free act and deed of said port authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

**EXHIBIT A - AUTHORITY COST CENTERS
COLUMBUS AIRPORT AUTHORITY
COST CENTER DESCRIPTIONS**

Overview

Each of the Direct and Indirect Cost Centers described below, any sub- cost centers thereto hereinafter established, and any new Cost Center subsequently created under the Authority's cost accounting system are used to accumulate those Operating Expenses, the Net Capital Cost of Annual Capital Outlays, the Authority Equity Recovery, Debt Service, those amounts required to be deposited during any Rate Period to any fund created pursuant to the terms of any Trust Indenture, the Coverage Requirements and all other charges and elements of the Authority Requirement chargeable or allocable, in whole or in part, whether by location, cost object or cost function, directly or indirectly, to such Direct Cost Center under the Authority's cost accounting system and which are incurred, in whole or in part, directly or indirectly in, on account of, or for the benefit of the construction, financing, operation, maintenance and administration of such Direct Cost Center. Except as otherwise provided for herein, each Cost Center's revenue shall include those revenues generated from the land, facilities, improvements and equipment included within that Cost Center and those revenues allocable to such Cost Center under the Authority's cost accounting system.

The Authority Requirement or any element thereof relating to any land, facility, improvement or equipment, now or hereafter located within the physical or geographical description of any Cost Center described herein may be allocated by the Authority, in whole or in part, to any other Cost Center or Cost Centers, to the extent that the land, facility, improvement or equipment supports, in whole or in part, the cost object or cost function of said other Cost Center and not the Cost Center in which said land, facility, improvement or equipment is located. (i.e., noise monitoring equipment physically located in the Terminal Building Cost Center which by cost object and cost function supports the Airfield Area Cost Center.)

Direct Cost Centers

The following are the Authority's Direct Cost Centers that will be employed by the Authority on the effective date of the Agreement:

Airfield Area Cost Center

The Airfield Area Cost Center includes, but is not limited to, except as may be otherwise provided for herein, all land and facilities, improvements and equipment now or hereafter located therein, thereon, or elsewhere which provide for the general support of air navigation, flight activity and other aviation needs or requirements of the Airport. The Airfield Area Cost Center includes runways, taxiways and those ramp areas not included in any other Cost Center, approach and clear zones, safety areas and infield areas, together with all associated landing navigational aids; the Airport air traffic control tower, the airfield maintenance building and the aircraft rescue and firefighting (ARFF) facility; areas of land acquired for buffer requirements for the

landing area, the cost of all land acquisition for Airport expansion unless and until said land is used or dedicated to another Direct Cost Center; all airport noise mitigation facilities, measures or costs; Airport facilities and aviation controls and related system requirements related to the Airfield Area; passenger aircraft de-icing pads and glycol retention and recovery systems installed or constructed thereon, passenger screening and security costs (including LEO reimbursements, including, but not limited to reimbursements from TSA), any fueling facilities hereinafter installed or constructed primarily to serve the Airlines, whether physically located in the Airfield Area Cost Center or elsewhere, excluding however any hydrant system installed or constructed exclusively to serve Airlines utilizing the Apron, all costs incurred by the Authority for mitigation or damages resulting from Airport noise, environmental incidents or conditions or other Airport or aircraft-related conditions or activities, as all of the same now exist or hereafter may be added to, modified, changed or developed.

Apron Cost Center

The Apron Cost Center includes, but is not limited to, and, except as otherwise provided herein, all land and facilities, improvements and equipment now or hereafter located therein, thereon, or elsewhere which support terminal apron facilities or functions, including the passenger aircraft parking apron, passenger aircraft parking areas, passenger loading bridges, any Airport hydrant fueling system installed to serve Airlines utilizing the Apron whether or not the system and its storage facilities are located entirely on the Apron or elsewhere, and the aircraft circulation and taxiing areas for access to the passenger aircraft parking apron and passenger aircraft parking areas, but excluding the perimeter taxiways and vehicular movement areas in the Airfield Area Cost Center, as all of the same exist or hereafter may be added to, modified, changed or developed.

Inline Baggage System Cost Center

The Inline Baggage Cost Center includes, but is not limited to, all land and other facilities, improvements, services, and equipment now or hereafter located therein, thereon, or elsewhere which provide for the general support of the inline baggage system at CMH, and those other facilities, improvements and equipment which serve to provide systems or support to the inline baggage system at CMH and which are not directly charged or directly allocated to another Airport Cost Center, as all of the same now exist or as the same may be hereafter added to, modified, changed or developed.

Parking and Ground Transportation Cost Center

The Parking and Ground Transportation Cost Center includes, but is not limited to, except as otherwise provided for herein, all land and facilities, improvements and equipment now or hereafter located therein, thereon, or elsewhere which support parking and commercial ground transportation functions included in this Cost Center, including the current short-term parking structure, the new multi-level parking structure, curb lanes and circulation roadways supporting these parking facilities and which are not included in the General Support Facilities Cost Center, the new tunnel

connector facility connecting the Terminal Building to the new parking structure, public and employee surface parking lots adjacent to International Gateway, car rental ready space, quick-turn around (QTA) and rental facilities situated in the new multi-level parking structure, the car rental service facilities located on International Gateway, the facilities, improvements and equipment related to other commercial ground transportation services, including taxicab, limousine, courtesy vehicles, transportation network companies ("TNCs") such as Uber or Lyft, peer-to-peer car rentals and other pay-for-hire vehicles, as all of the same now exist or hereafter may be added to, modified, changed or developed.

Other Leased or Owned Properties Cost Center

The Other Leased or Owned Properties Cost Center includes, but is not limited to, all land and facilities, improvements and equipment now or hereafter located therein, thereon or elsewhere which support the function of the Other Leased or Owned Properties Cost Center. This Cost Center includes both aeronautical-related and non-aeronautical-related properties and facilities. Aeronautical-related leased properties include fixed base operator facilities, corporate hangars, air cargo buildings, T-Hangar facilities, air freight buildings, etc. Non-aeronautical-related leased properties include lodging facilities owned by the Authority or by others (Marriott Fairfield Inn & Suites, Hilton Garden Inn, and Hampton Inn), the Airport in-flight meal preparation facility, the U.S. Postal Service Air Mail Facility and miscellaneous office buildings. This Cost Center includes all of the above referenced land, facilities, improvements and equipment, as all of the same now exist or as the same hereafter may be added to, modified, changed or developed.

Terminal Building Cost Center

The Terminal Building Cost Center includes, but is not limited to, except as otherwise provided for herein, all land and facilities, improvements and equipment now or hereafter located therein, thereon, or elsewhere which support passenger terminal facilities, including all passenger terminal buildings, including any additional new terminal structures hereinafter constructed by the Authority at the Airport, concourses, connecting structures, passenger walkways, baggage handling systems, video information displays, passenger and service tunnels, passenger holdroom areas, the terminal atrium, and all other appurtenances to said land, facilities and improvements, as all of the same exist or the date hereof may be added to, modified, changed or developed.

Indirect Cost Centers

The following are the Authority's Indirect Cost Centers that will be employed by the Authority on the effective date of the Agreement:

Administration Cost Center

The Administration Cost Center includes all personnel, facilities and equipment, now or hereafter provided, for the general management, administration, direction

and operation of the AIRPORT, including that portion of the net requirement of the Terminal Building Cost Center representing the cost of Authority Administrative Space within the Terminal Building, as all of the same now exist or hereafter may be added to, modified, changed or developed. Included in the Administration Cost Center are charges for personnel functions and all other operating costs related to the office of the President & CEO, senior management and Authority finance, accounting, auditing, purchasing, business diversity, properties, air service and marketing, communications, human resources technology services, legal, energy & environment, emergency preparedness & safety, and planning and engineering services, to the extent not directly chargeable to projects or another Cost Center, administrative and operating costs related to the Authority's governing board and all other administrative functions and costs not otherwise charged or allocated to another Authority Cost Center, as all of the same now exist or as the same may hereafter may be added to, modified, changed or developed.

General Support Facilities Cost Center

The General Support Facilities Cost Center includes, but is not limited to, all land and other facilities, improvements and equipment now or hereafter located therein, thereon, or elsewhere which provide for the general support of the Airport, including International Gateway and all other streets and roads on Airport property not included in another Airport Cost Center, areas of land comprising Airport property not included in any other Airport Cost Center and those other facilities, improvements and equipment which serve to provide systems or support to the general needs of the Airport and which are not directly charged or directly allocated to another Airport Cost Center, as all of the same now exist or as the same may be hereafter added to, modified, changed or developed.

Cost Center Additions and Substitutions

Any land, facilities, improvements, equipment and other assets acquired or constructed as additions to or substitutions for any land, facility, improvements, equipment or asset presently included in or chargeable to any Authority Cost Center shall also be includable in that Cost Center together with all elements of the Authority Requirement related thereto. Any land, facility, improvement, equipment or other asset currently included in or chargeable to any Authority Cost Center may be transferred, together with all elements of the Authority Requirement related thereto, to another Authority Cost Center in the event that the use or function of said land, facility, improvement, equipment or other asset changes and the same would be more appropriately classified in another Cost Center.



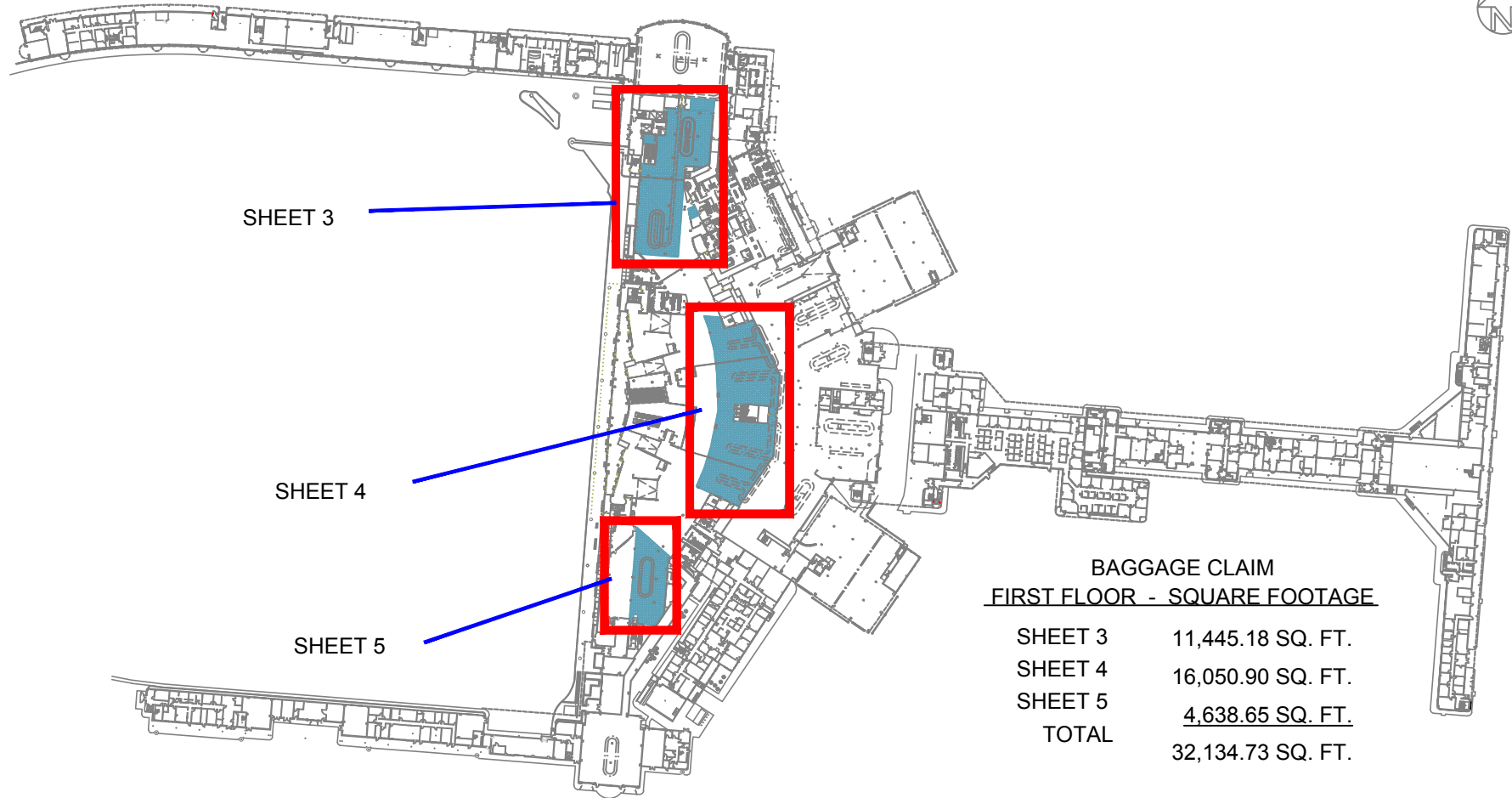
COLUMBUS
REGIONAL AIRPORT AUTHORITY

JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT

COMMON USE AREAS INCLUDES MATRICES

JANUARY 2020

Exhibit B



**BAGGAGE CLAIM
FIRST FLOOR - SQUARE FOOTAGE**

SHEET 3	11,445.18 SQ. FT.
SHEET 4	16,050.90 SQ. FT.
SHEET 5	4,638.65 SQ. FT.
TOTAL	32,134.73 SQ. FT.

FILE NAME: C:\TERMINAL\BURLINES\COMMON-EXHIBIT-B\2018 Update\sheet2-rs-2_28_2017.dwg LAYOUT NAME: p-2_USER-estabala PLOTTED: Wednesday, October 31, 2018 - 14:28m

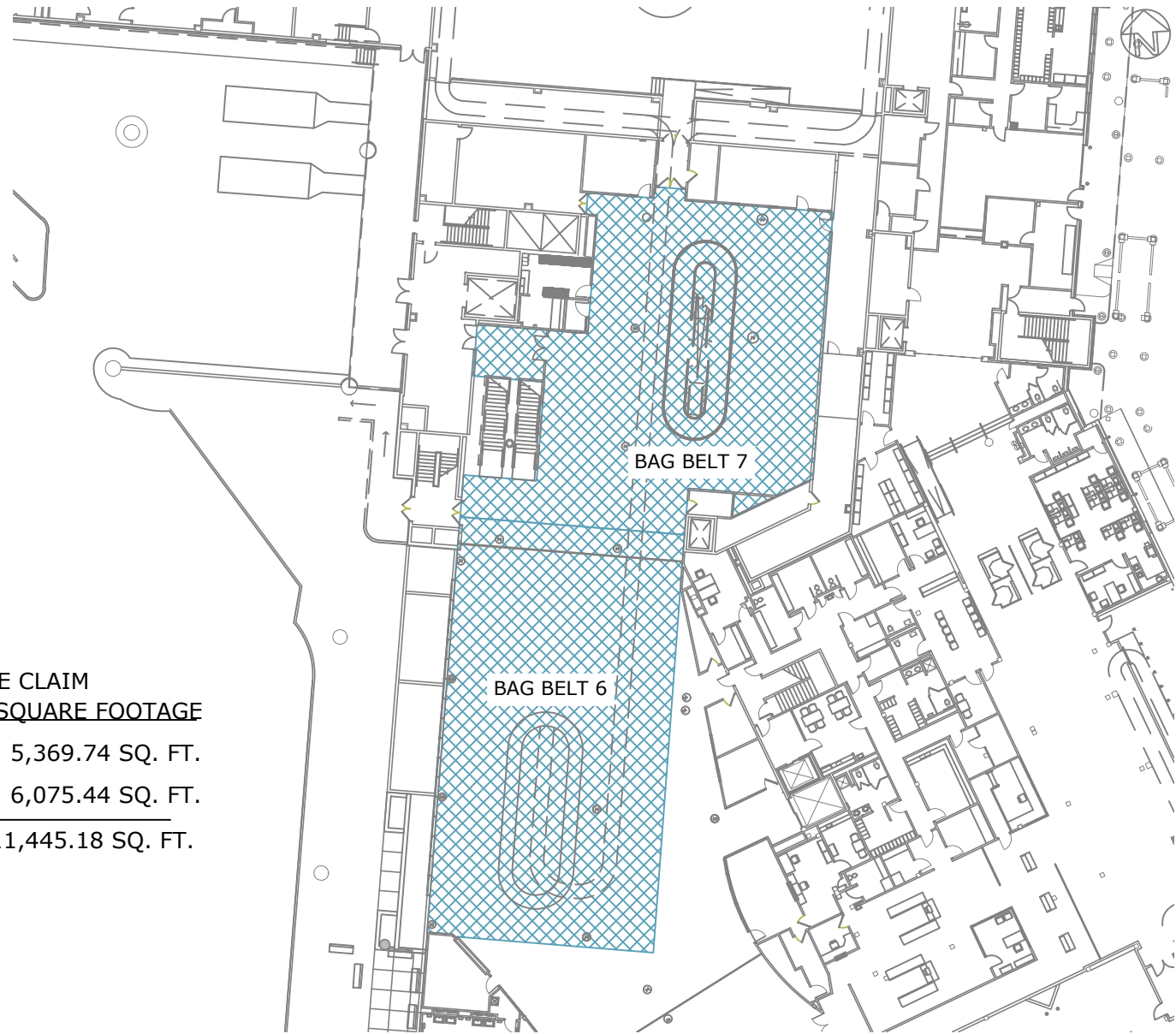
DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
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CHECKED			
APPROVED			



4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS BAGGAGE CLAIM - FIRST FLOOR		
SCALE	DATE	SHEET NO.
NTS	01-01-20	2 OF 20

FILE NAME: C:\TERMINAL\A\B\ES\Common\EXHIBIT B\02018 Update\p3 - 05_20_2017.dwg LAYOUT NAME: p3 USER: esteban PLOTTED: Wednesday, October 31, 2018 - 1:44pm



**BAGGAGE CLAIM
C CONCOURSE - SQUARE FOOTAGE**

BAG BELT 7	5,369.74 SQ. FT.
BAG BELT 6	6,075.44 SQ. FT.
TOTAL	11,445.18 SQ. FT.

DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN			
HM			
CHECKED			
APPROVED			



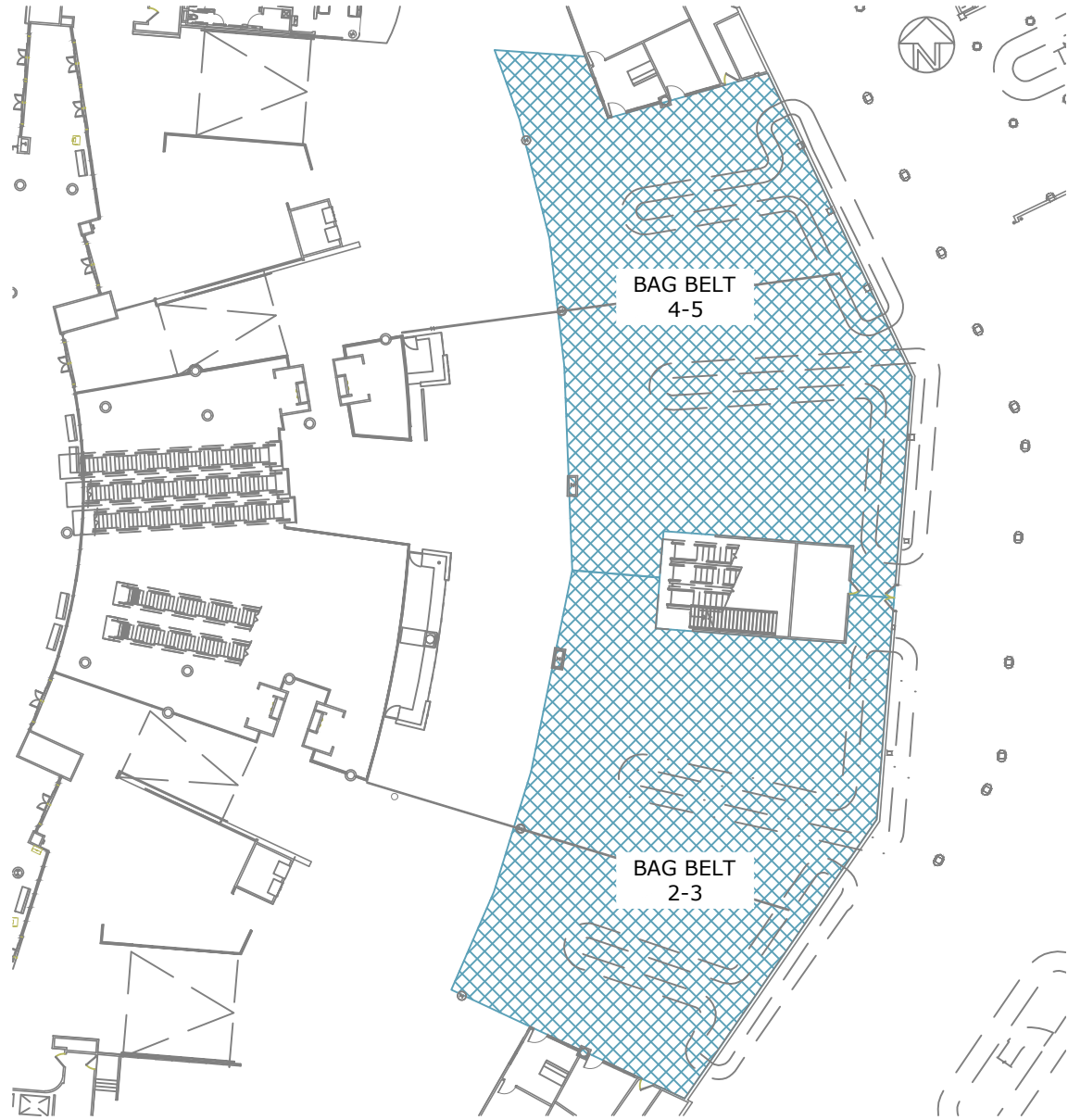
4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT B - COMMON USE AREAS BAGGAGE CLAIM - C CONCOURSE - FIRST FLOOR		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 3 OF 20


FILE NAME: C:\TERMINAL\A\B\ES\COMMON\EXHIBIT B\2018 Update\p2 - 45_20_2017.dwg LAYOUT NAME: p1 USER: esteban PLOTTED: Wednesday, October 31, 2018 - 1:45pm

**BAGGAGE CLAIM
B CONCOURSE - SQUARE FOOTAGE**

BAG BELT 2-3	7,897.80 SQ. FT.
BAG BELT 4-5	<u>8,153.10 SQ. FT.</u>
TOTAL	16,050.90 SQ. FT.



DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
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APPROVED			



COLUMBUS
REGIONAL AIRPORT AUTHORITY

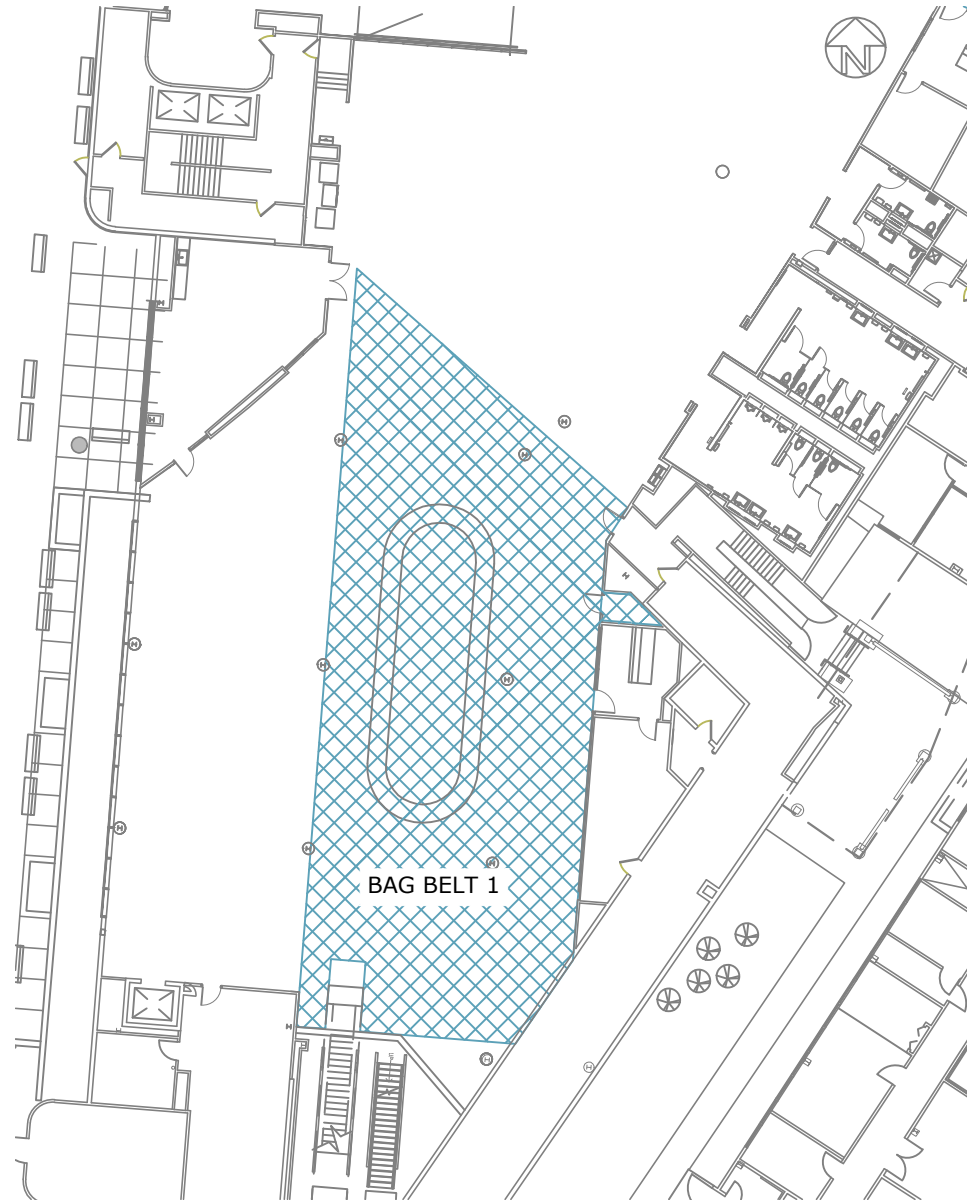
4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT	
SHEET TITLE EXHIBIT B - COMMON USE AREAS BAGGAGE CLAIM - B CONCOURSE - FIRST FLOOR	
SCALE NTS	DATE 01-01-20

PROJECT NO.
SHEET NAME
SHEET NO. 4 OF 20

FILE NAME: C:\TERMINAL\A\B\ES\Common\EXHIBIT B\02018\Update\p3 - p3_20_2017.dwg LAYOUT NAME: p3_USER_externals_PLOTTED_Wednesday, October 31, 2018 - 1:45pm

BAGGAGE CLAIM	
A CONCOURSE - SQUARE FOOTAGE	
BAG BELT 1	4,598.92 SQ. FT.
ROOM A102	39.73 SQ. FT.
TOTAL	4,638.65 SQ. FT.



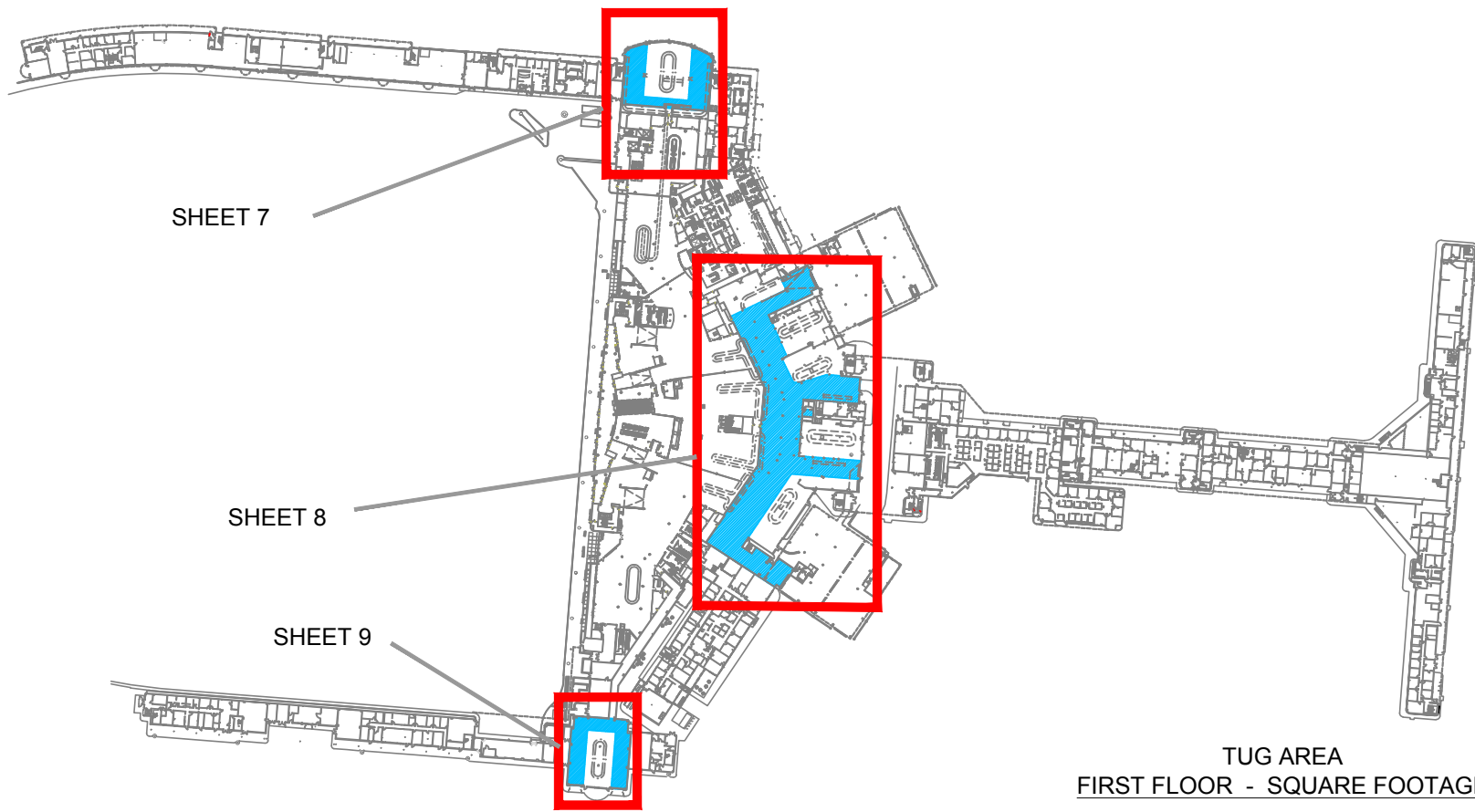
DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN			
HM			
CHECKED			
APPROVED			



COLUMBUS
REGIONAL AIRPORT AUTHORITY

4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS BAGGAGE CLAIM - A CONCOURSE - FIRST FLOOR		
SCALE	DATE	SHEET NO.
NTS	01-01-20	5 OF 20



**TUG AREA
FIRST FLOOR - SQUARE FOOTAGE**

SHEET 7	5,079.95 SQ. FT.
SHEET 8	24,089.21 SQ. FT.
SHEET 9	<u>4,304.29 SQ. FT.</u>
TOTAL	33,473.45 SQ. FT.

FILE NAME: C:\TERMINAL\A\B\ES\Common\EXHIBIT B\2018 Update\p3 - p6_20_2017.dwg LAYOUT NAME: p4_USER_escalator_PLOTTED Wednesday, October 31, 2018 - 1:46pm

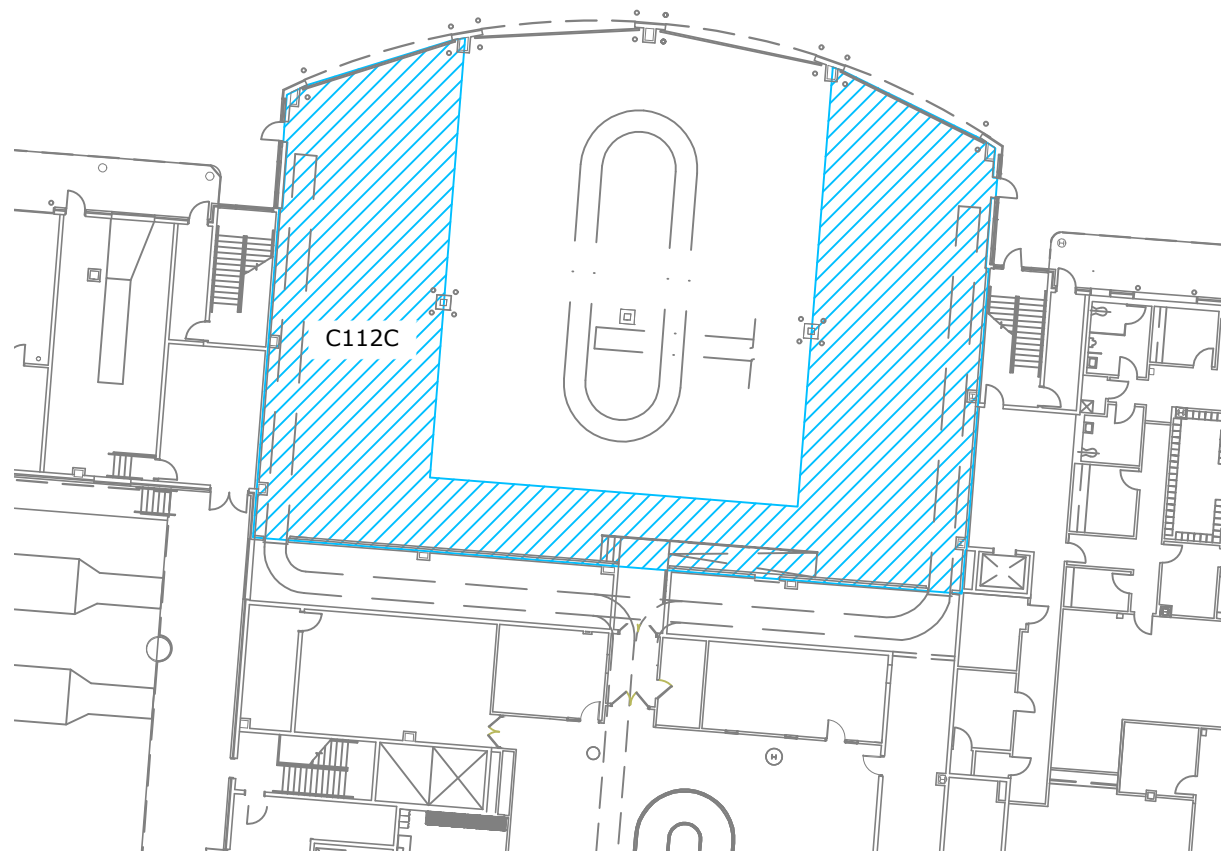
DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN			
HM			
CHECKED			
APPROVED			



COLUMBUS
REGIONAL AIRPORT AUTHORITY

4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT B - COMMON USE AREAS TUG AREA - FIRST FLOOR		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 6 OF 20



**TUG AREA
C CONOURSE - SQUARE FOOTAGE**

C112C	5,079.95 SQ. FT.
TOTAL	5,079.95 SQ. FT.

FILE NAME: C:\TERMINAL\A\B\ES\Common\EXHIBIT B\2018 Update\p3 - p5_20_2017.dwg LAYOUT NAME: p3_USER_escalator_PLOTTED Wednesday, October 31, 2018 - 1:46pm

DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN			
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APPROVED			



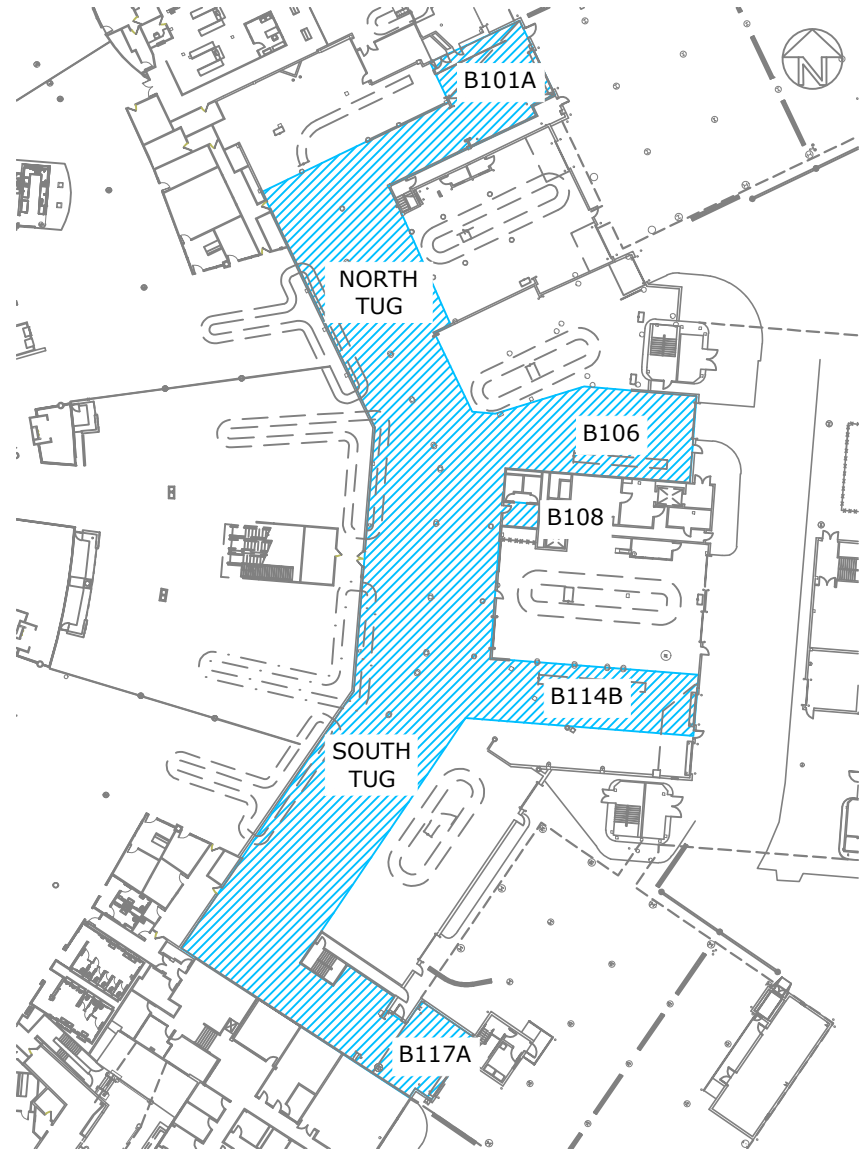
4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT B - COMMON USE AREAS TUG AREA - C CONOURSE		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 7 OF 20

FILE NAME: G:\TERMINAL\A\PL\INES\COMMON-EXHIBIT B\2018 Update\p2 - p6_2_28_2017.dwg USER: srbstokos PLOTTED: Wednesday, October 31, 2018 - 1:48pm

**TUG AREA
FIRST FLOOR - SQUARE FOOTAGE**

NORTH TUG	7,954.18 SQ. FT.
SOUTH TUG	9,593.09 SQ. FT.
B101A	1,425.23 SQ. FT.
B106	1,999.94 SQ. FT.
B108	167.84 SQ. FT.
B114B	1,890.05 SQ. FT.
B117A	1,058.88 SQ. FT.
TOTAL	24,089.21 SQ. FT.



DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
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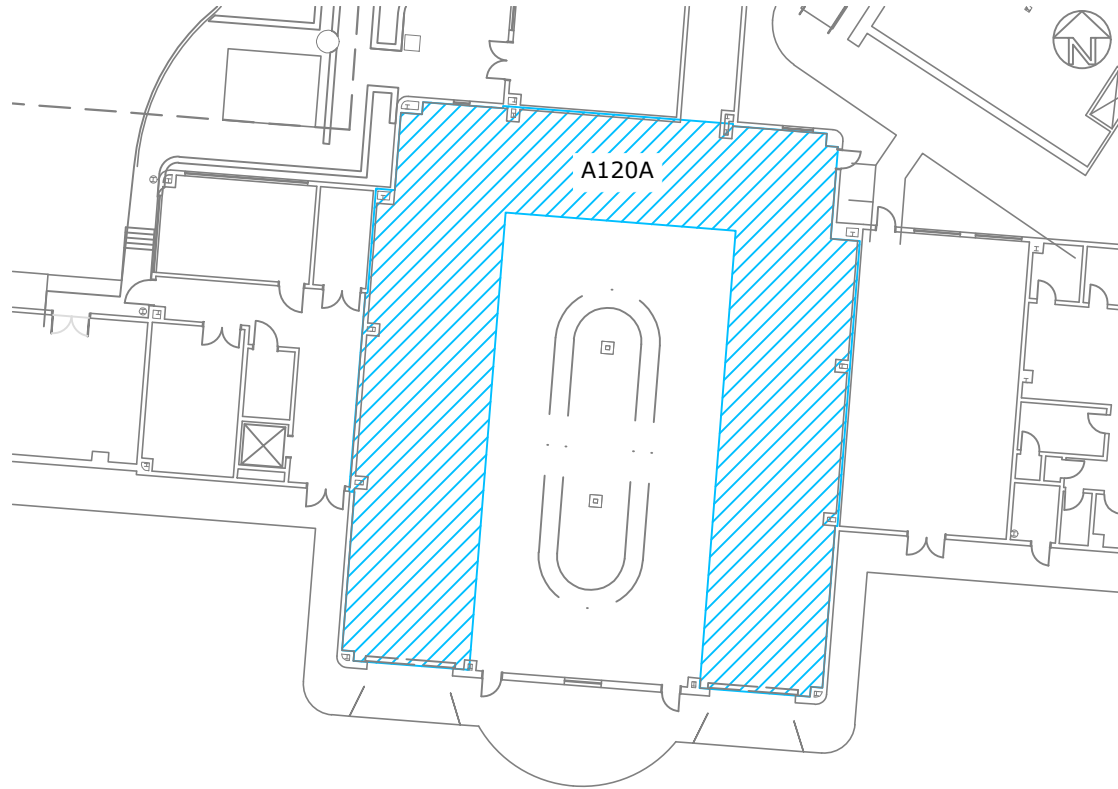
COLUMBUS
REGIONAL AIRPORT AUTHORITY

4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS TUG AREA - B CONCOURSE		
SCALE	DATE	SHEET NO.
NTS	01-01-20	8 OF 20

FILE NAME: G:\TERMINAL\A\INES\COMMON\EXHIBIT B\2018 Update\p3 - p5_20_2017.dwg LAYOUT NAME: p3_USER_escalator_PLOTTED: Wednesday, October 31, 2018 - 1:52pm

BAGGAGE CLAIM A CONOURSE - SQUARE FOOTAGE	
A120A	4,304.29 SQ. FT.
TOTAL	4,304.29 SQ. FT.



DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
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COLUMBUS
REGIONAL AIRPORT AUTHORITY

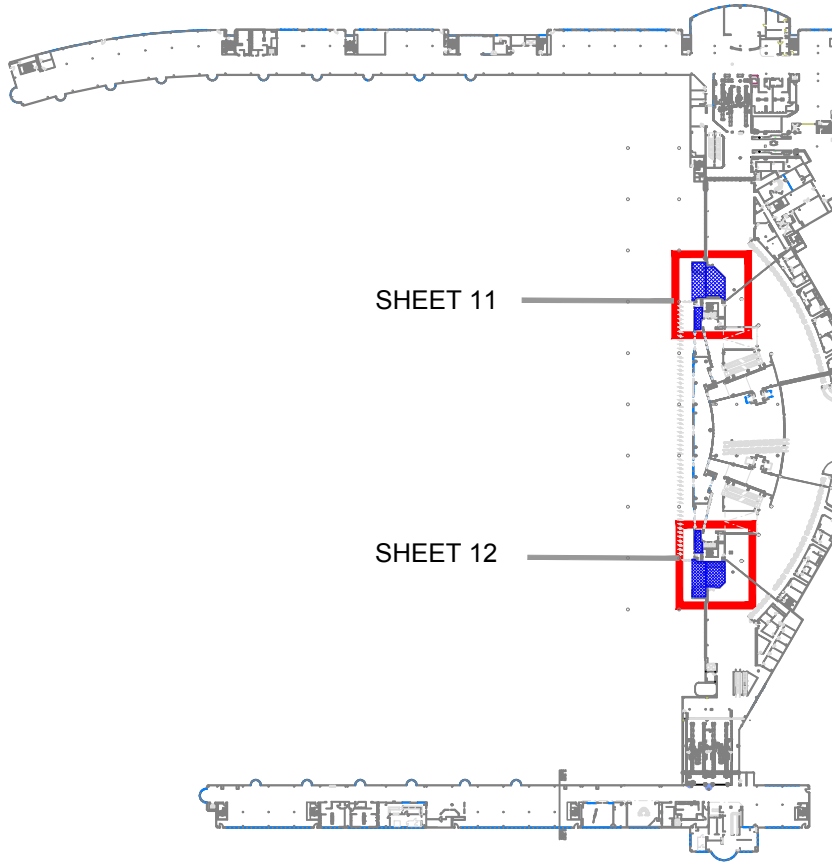
4600 International Gateway

Columbus, Ohio 43219

PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS TUG AREA - A CONOURSE		
SCALE	DATE	SHEET NO.
NTS	01-01-20	9 OF 20

FILE NAME: C:\TERMINAL\AR\INES\COMMON-EXHIBIT B\2018 Update\pg10 - p13_28_2017_1_16135_059_2018.dwg LAYOUT NAME: P-10 USER: cabcakia PLOTTED: Wednesday, October 31, 2018 1:53pm

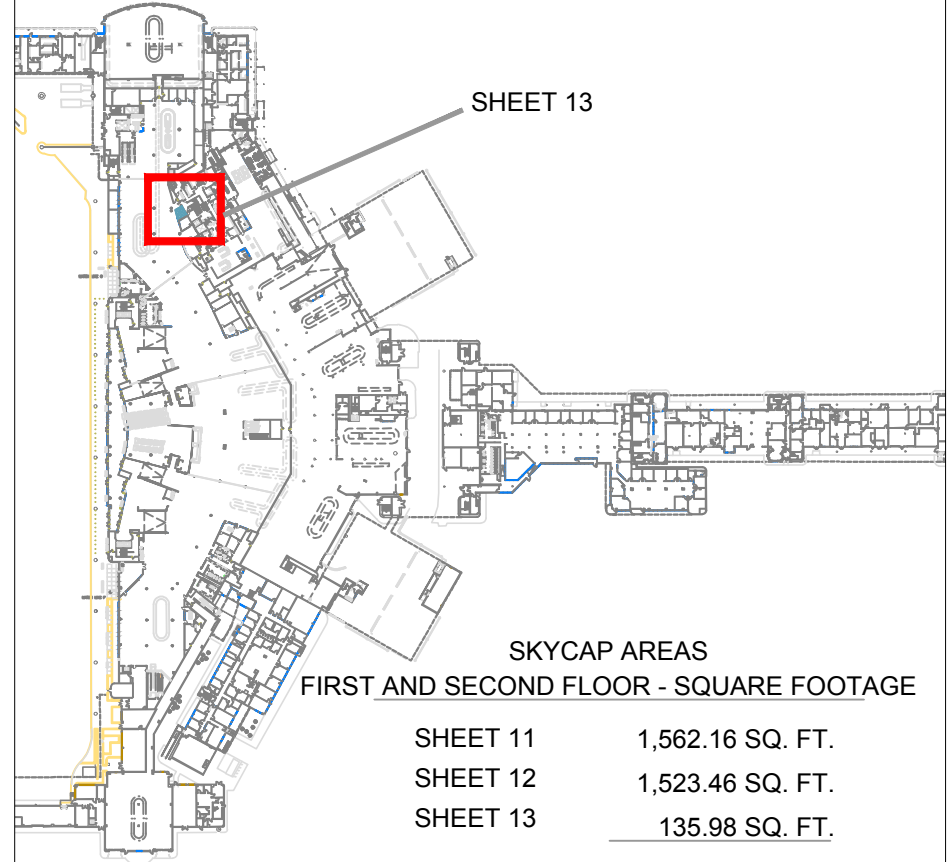
SECOND FLOOR - TICKETING LEVEL



SHEET 11

SHEET 12

FIRST FLOOR - BAGGAGE CLAIM LEVEL



SHEET 13

SKYCAP AREAS
FIRST AND SECOND FLOOR - SQUARE FOOTAGE

SHEET 11	1,562.16 SQ. FT.
SHEET 12	1,523.46 SQ. FT.
SHEET 13	135.98 SQ. FT.
TOTAL	3,221.60 SQ. FT.

DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN	HM		
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APPROVED			

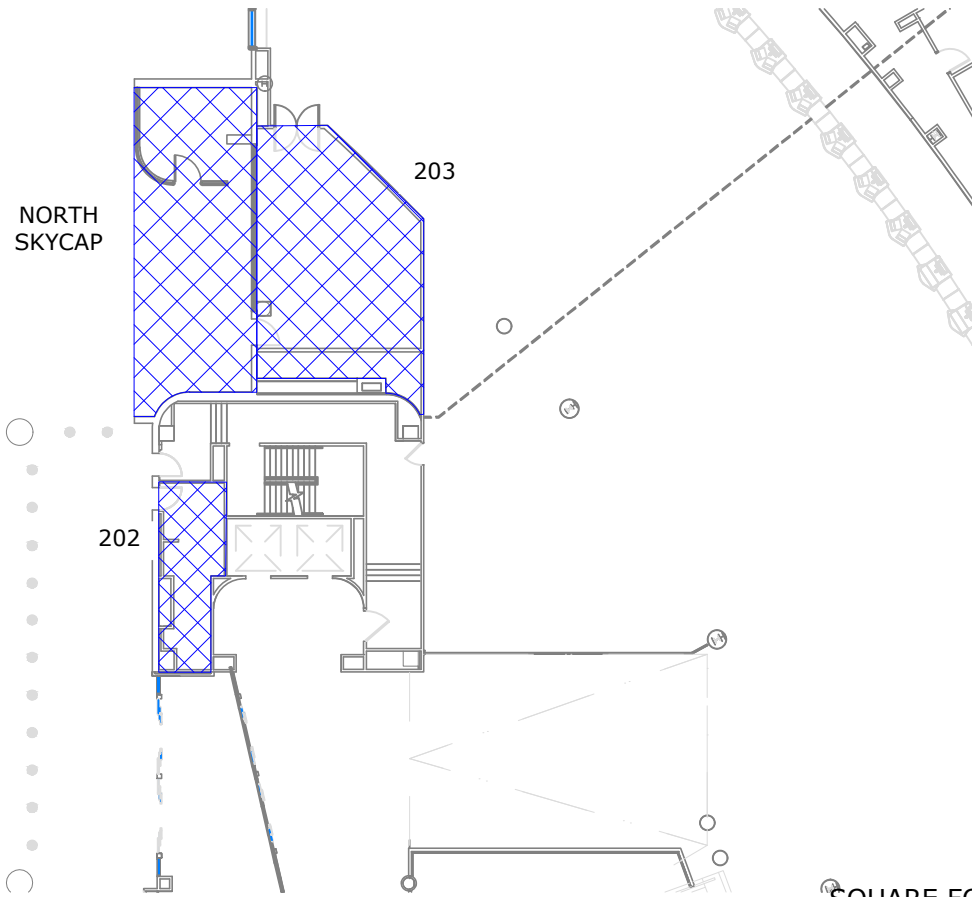


4600 International Gateway

Columbus, Ohio 43219

PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS SKYCAP AREAS - FIRST AND SECOND FLOORS		
SCALE	DATE	SHEET NO.
NTS	01-01-20	10 OF 20

FILE NAME: G:\TERMINAL\BUSINESS\COMMON\EXHIBIT B\2018 Update\fig10 - p18_2_28_2017_1_18133_0358_2018.dwg LAYOUT NAME: pc-1 USER: catobdtkm PLOTTED: Wednesday, October 31, 2018, 1:54pm



SQUARE FOOTAGE

ROOM 202	203.31 SQ FT
ROOM 203	683.48 SQ FT
NORTH SKYCAP	675.37 SQ FT
TOTAL	1,562.16 SQ FT

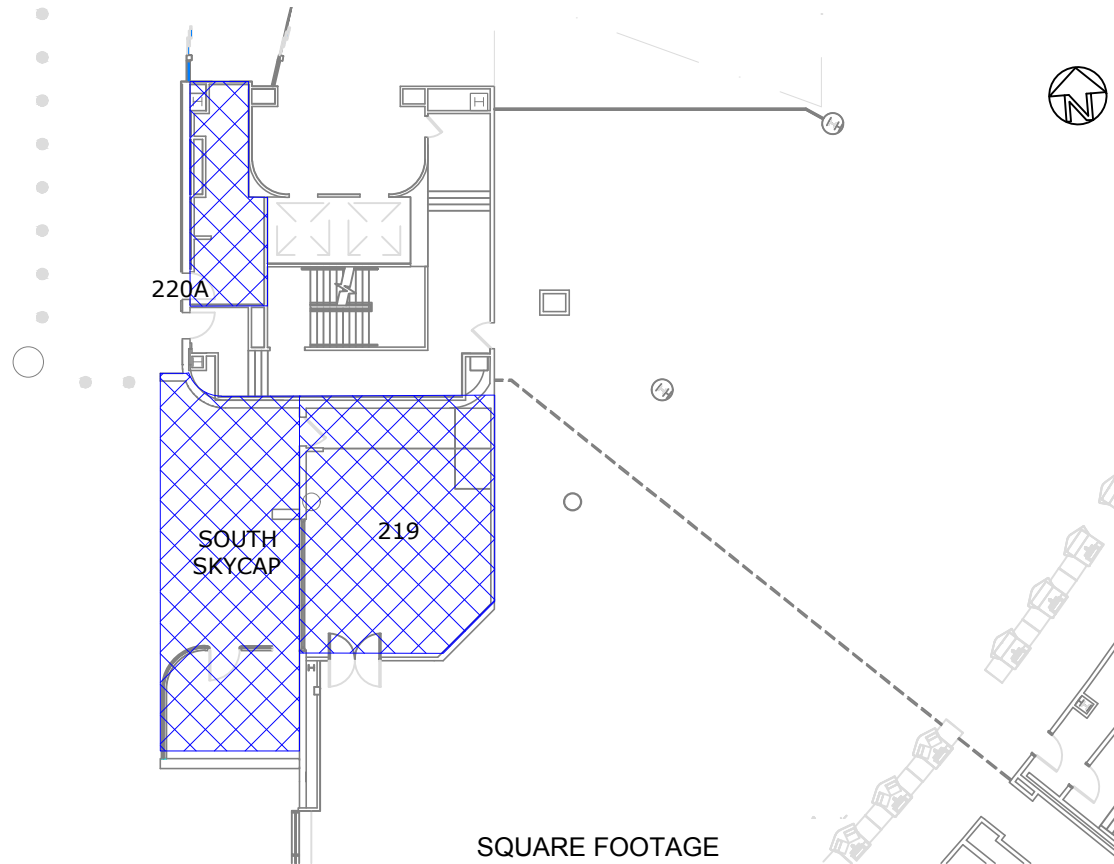
DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION



4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT B - COMMON USE AREAS SKYCAP AREAS - SECOND FLOOR		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 11 OF 20

FILE NAME: G:\TERMINAL\AIRLINES\COMMON\EXHIBIT B\2018 Update\fig 10- p18_2_28_2017_1_18135_0369_2018.dwg LAYOUT NAME: p12 USER: cstackon PLOTTED: Wednesday, October 31, 2018 - 1:55pm



SQUARE FOOTAGE	
ROOM 219	651.62 SQ FT
ROOM 220A	202.43 SQ FT
SOUTH SKYCAP	669.41 SQ FT
TOTAL	1,523.46 SQ FT

DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN	HM		
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APPROVED			



4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT 12 - COMMON USE AREAS SKYCAP AREAS - SECOND FLOOR		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 12 OF 20

FILE NAME: G:\TERMINAL\AIRLINES\COMMON-EXHIBIT B\2018 Update\tag10 - p13_28_2017_1_18135_0359_2018.dwg LAYOUT NAME: p-13 USER: calsobon PLOTTED: Wednesday, October 31, 2018 - 1:55pm

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C102



SQUARE FOOTAGE

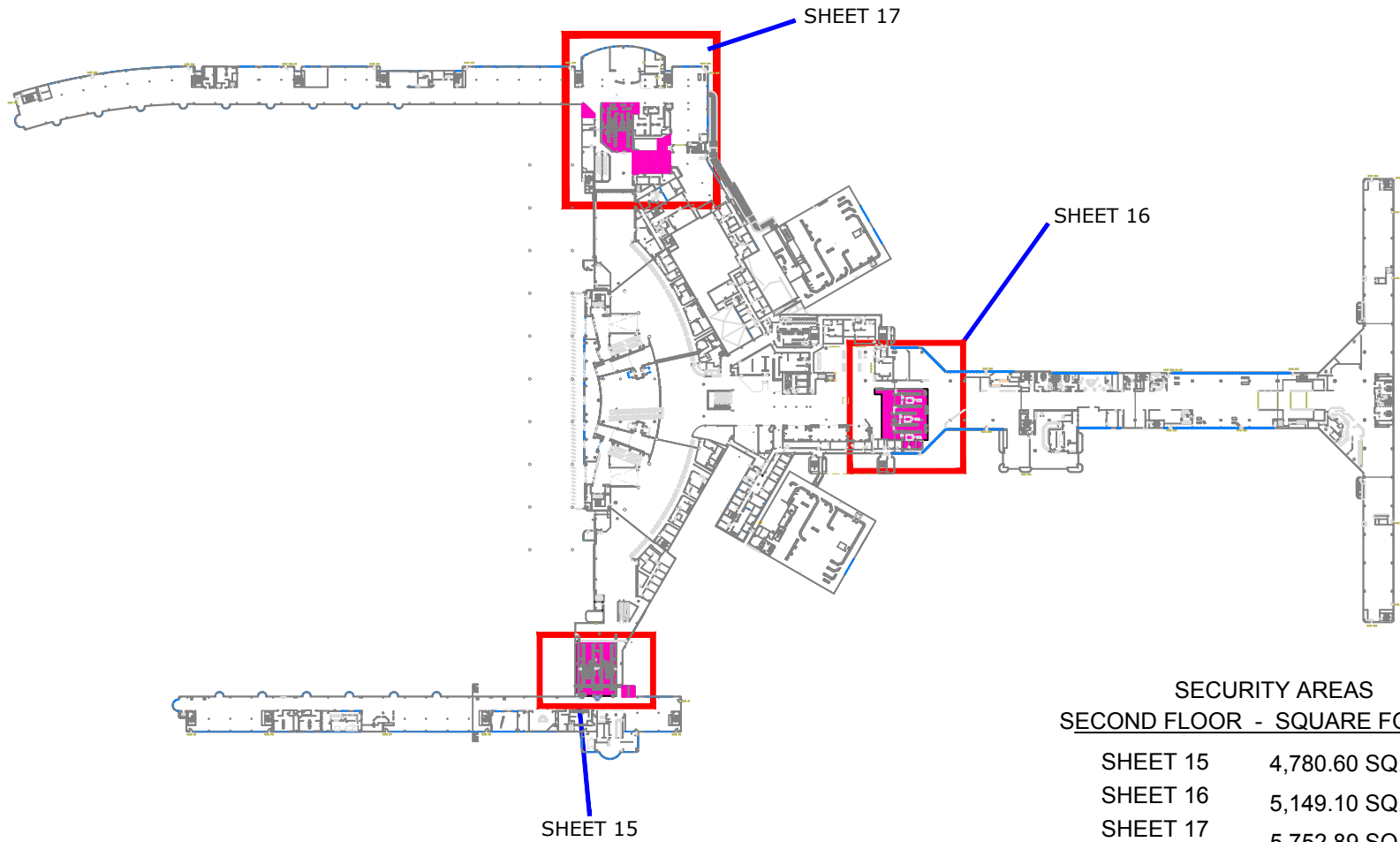
ROOM C102	135.98 SQ. FT.
TOTAL	135.98 SQ. FT.

DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
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APPROVED			



4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS SKYCAP AREAS - SECOND FLOOR		
SCALE	DATE	SHEET NO.
NTS	01-01-20	13 OF 20



**SECURITY AREAS
SECOND FLOOR - SQUARE FOOTAGE**

SHEET 15	4,780.60 SQ. FT.
SHEET 16	5,149.10 SQ. FT.
SHEET 17	<u>5,752.89 SQ. FT.</u>
TOTAL	15,682.59 SQ. FT.

FILE NAME: C:\TERMINAL\AIRLINES\COMMON-EXHIBIT B\2018 Updates\pg10 - p18_2_28_2017_1_18135_0389_2018.dwg LAYOUT NAME: p-14 USER: cstockton PLOTTED: Friday, November 22, 2019 - 8:43am

DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN	HM		
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APPROVED			



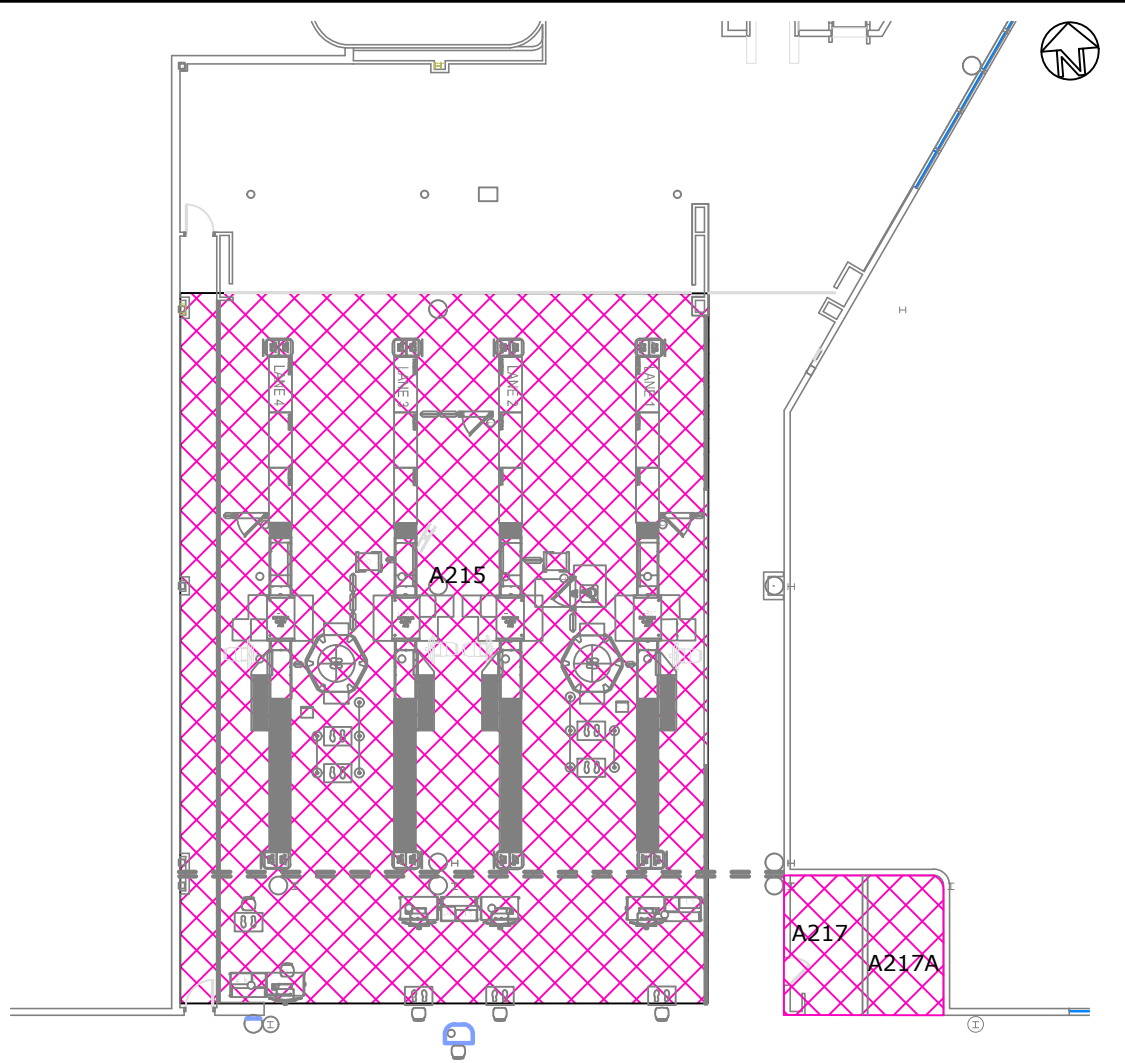
4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT B - COMMON USE AREAS SECURITY AREAS - SECOND FLOOR		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 14 OF 20

FILE NAME: G:\TERMINAL\AIRLINES\COMMON-EXHIBIT B\2018 Updates\10 - p18_2_28_2017_1_18135_0358_2018.dwg LAYOUT NAME: P-15 USER: csa0000 PLOTTED: Wednesday, October 31, 2018 - 1:57pm

SQUARE FOOTAGE

ROOM A215	4,551.40 SQ. FT.
ROOM A217	121.91 SQ. FT.
ROOM A217A	107.29 SQ. FT.
TOTAL	4780.60 SQ. FT.



DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
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APPROVED			



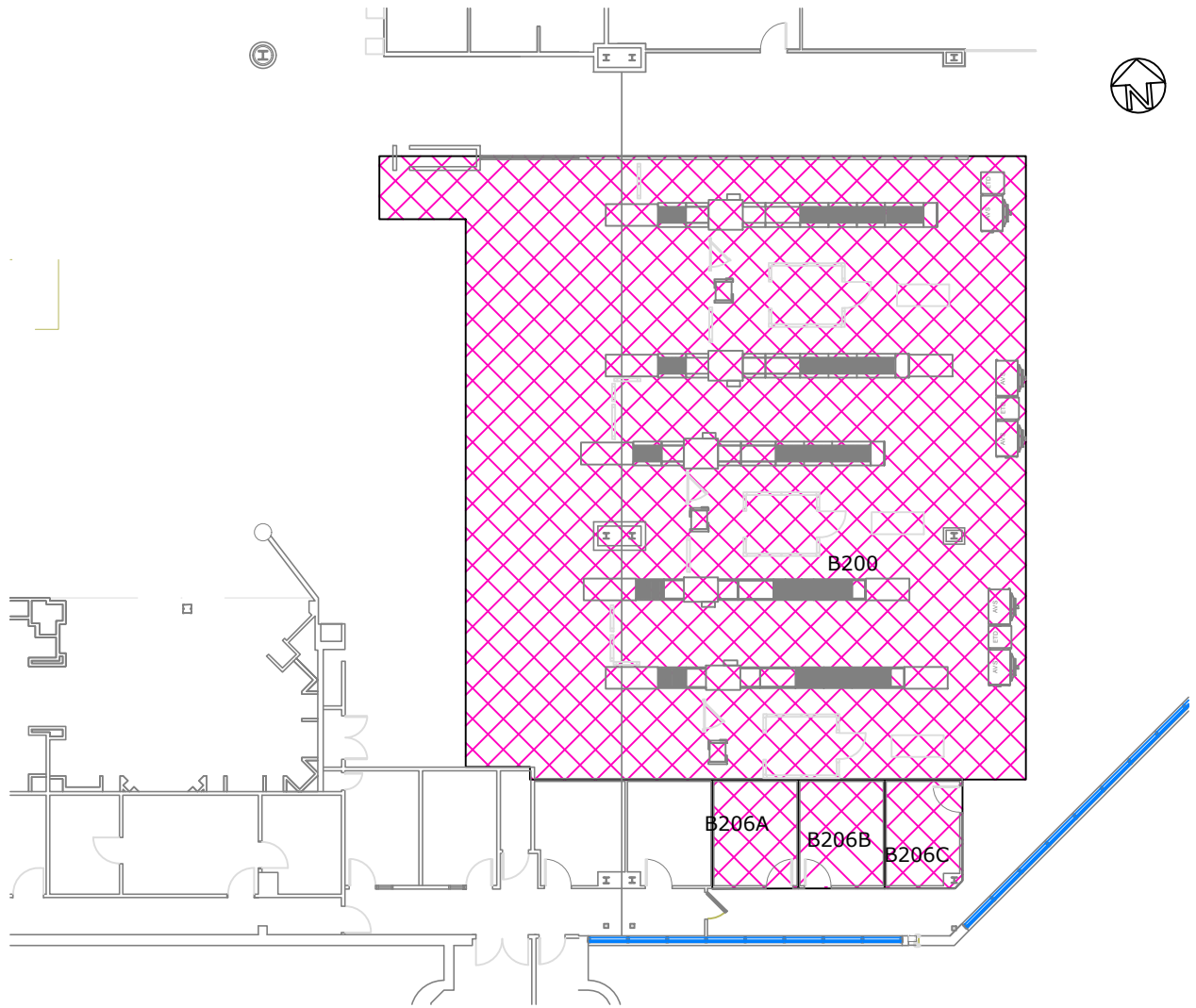
4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS SECURITY AREAS - A CONCOURSE - SECOND FLOOR		
SCALE	DATE	SHEET NO.
NTS	01-01-20	15 OF 20

FILE NAME: G:\TERMINAL\AIRLINES\COMMON-EXHIBIT B\2018 Updates\eg10 - p18_2_28_2017_1_18135_0382_2018.dwg LAYOUT NAME: p16 USER: cskocher PLOTTED: Wednesday, October 31, 2018 - 1:58pm

SQUARE FOOTAGE

ROOM B200	4,786.70 SQ. FT.
ROOM B206A	125.16 SQ. FT.
ROOM B206B	125.01 SQ. FT.
ROOM B206C	112.23 SQ. FT.
TOTAL	5,149.10 SQ. FT.



DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION

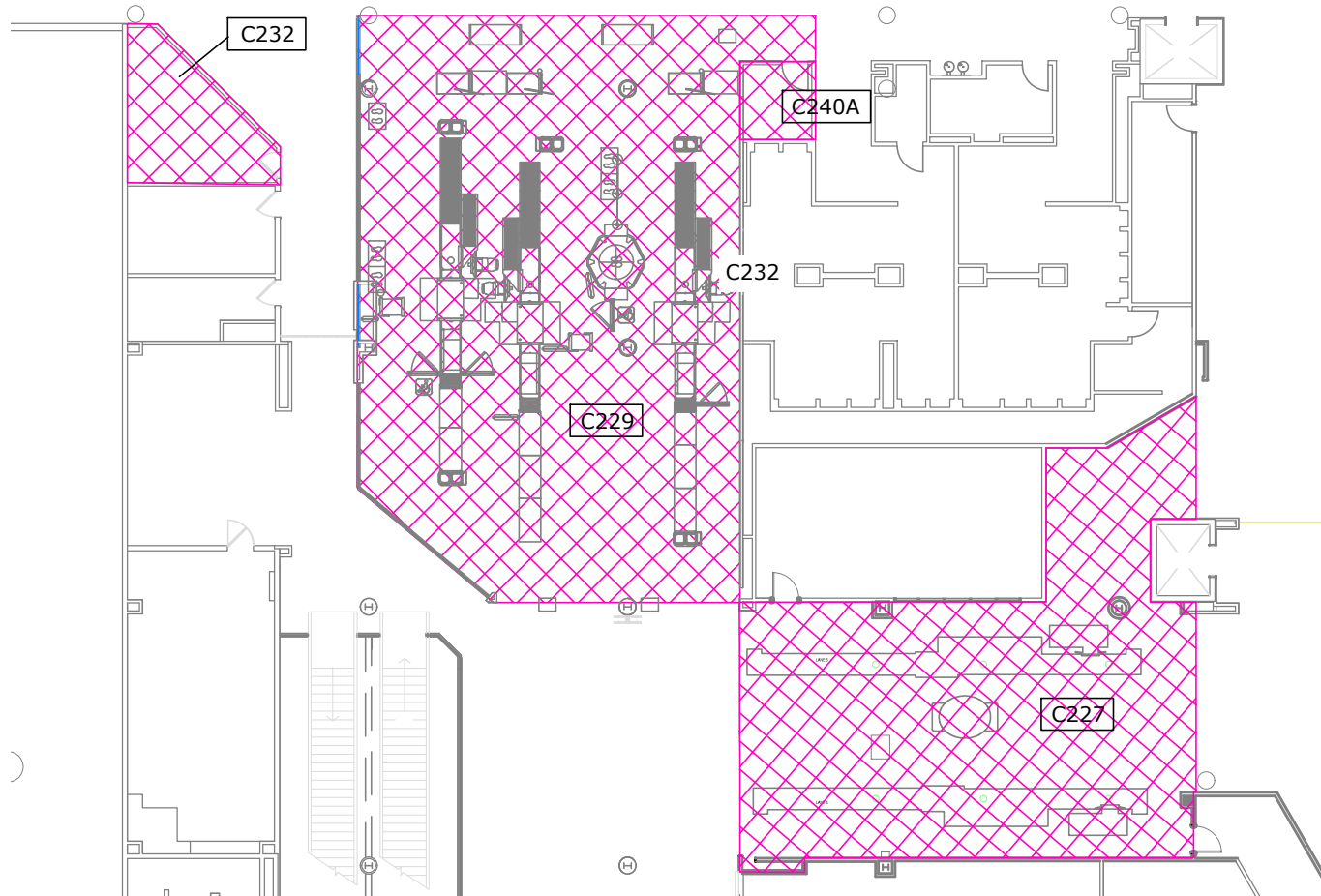


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4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT B - COMMON USE AREAS SECURITY AREAS - B CONCOURSE - SECOND FLOOR		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 16 OF 20

FILE NAME: G:\TERMINAL\AIRLINES\COMMON-EXHIBIT B\2018 Updates\g10 - p16_2_28_2017_1_18136_0856_2018.dwg LAYOUT NAME: p-17 USER: cskobackon PLOTTED: Friday, November 22, 2019 - 8:40am



SQUARE FOOTAGE

ROOM C229	3,621.06 SQ. FT.
ROOM C232	187.19 SQ. FT.
ROOM C240A	79.63 SQ. FT.
ROOM C227	1,565.01 SQ. FT.
TOTAL	5,752.89 SQ. FT.

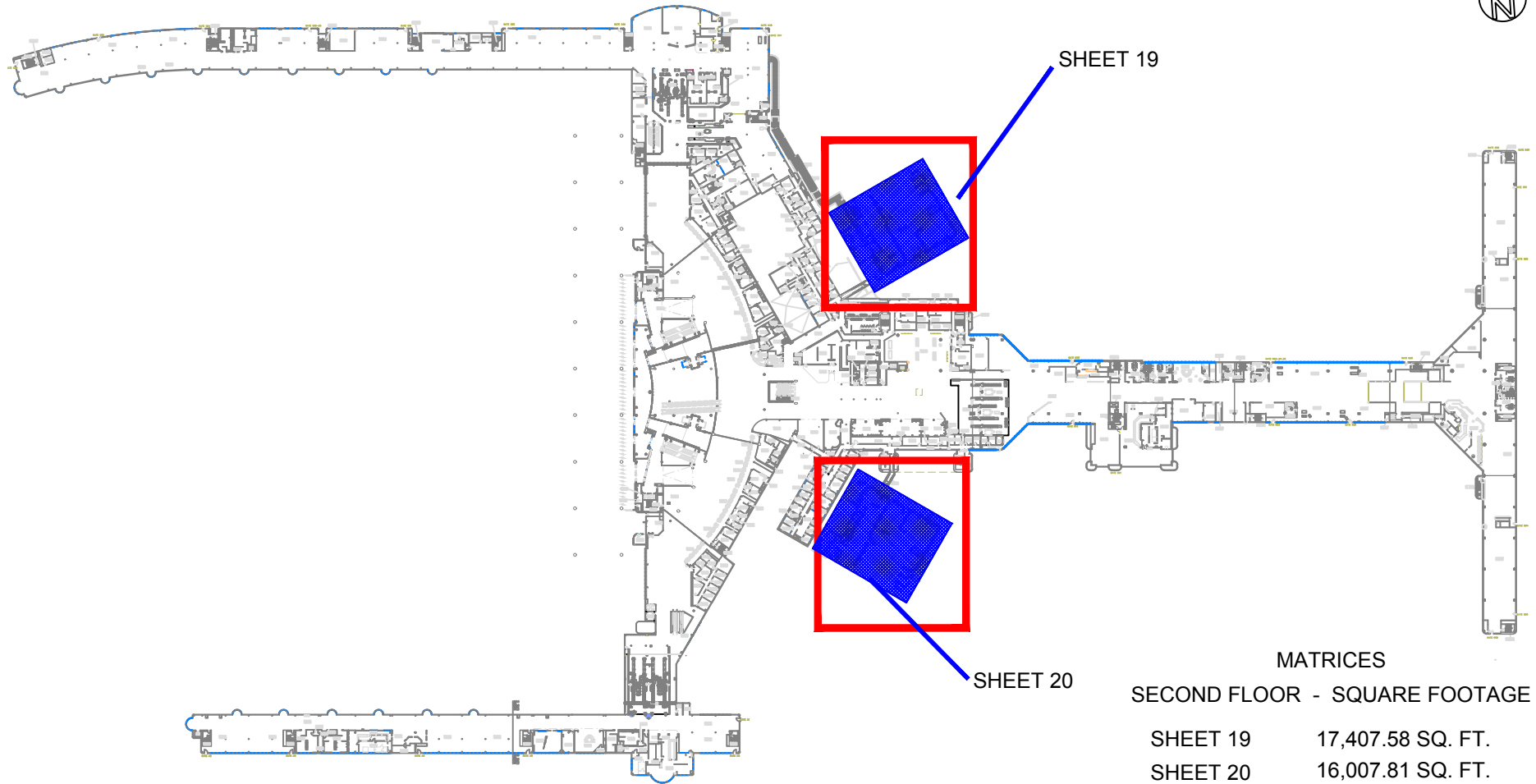
DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN	HM		
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APPROVED			



4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT B - COMMON USE AREAS SECURITY AREAS - C CONCOURSE - SECOND FLOOR		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 17 OF 20

FILE NAME: C:\TERMINAL\AIRLINES\COMMON-EXHIBIT B\2018 Updates\p10 - p18_2_28_2017_1_18195_059_2018.dwg LAYOUT NAME: P-18 USER: casbookon PLOTTED: Wednesday, October 31, 2018 - 2:01pm



SHEET 19

SHEET 20

MATRICES
SECOND FLOOR - SQUARE FOOTAGE

SHEET 19	17,407.58 SQ. FT.
SHEET 20	16,007.81 SQ. FT.
TOTAL	33,415.39 SQ. FT.

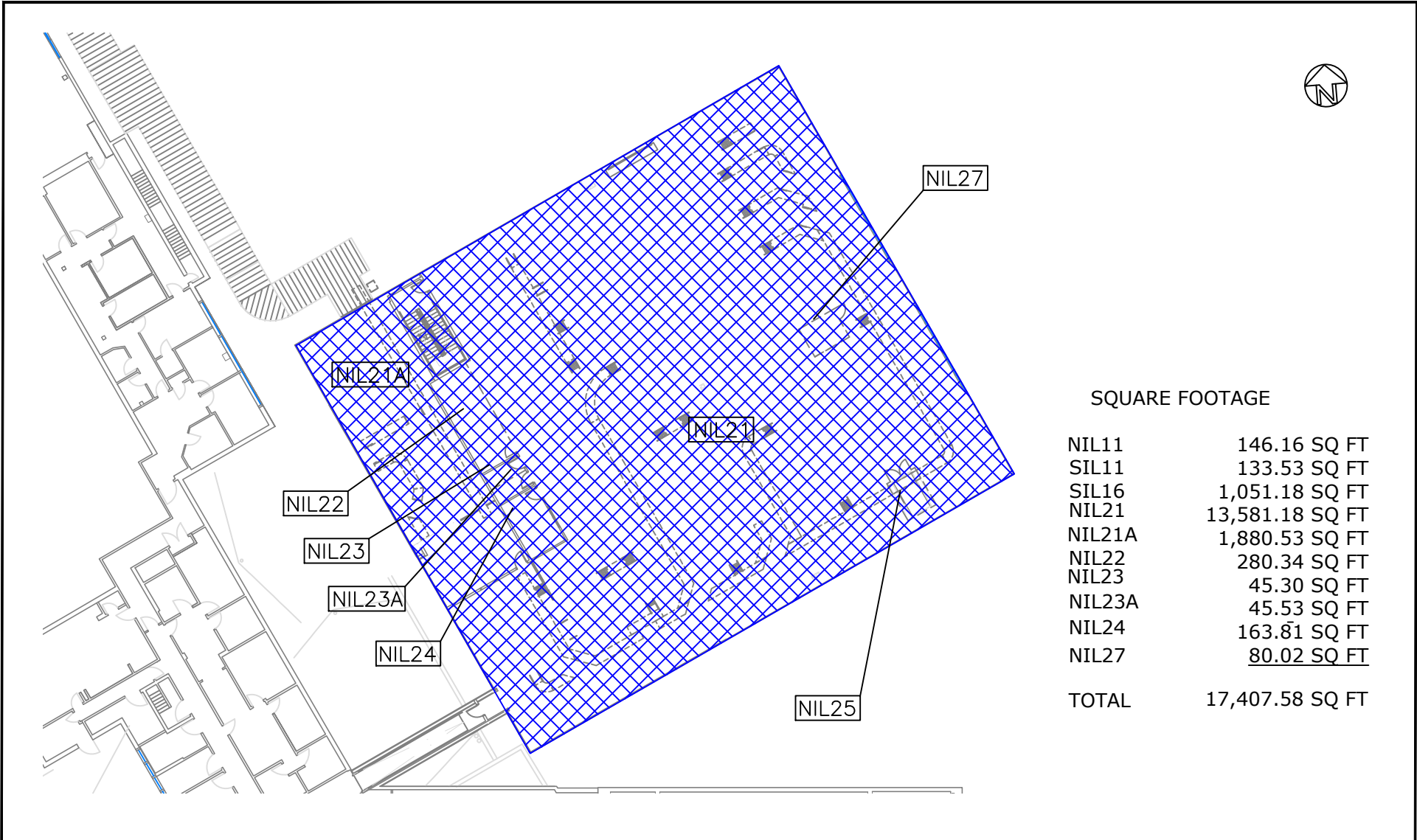
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APPROVED			



4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS MATRICES - SECOND FLOOR		
SCALE	DATE	SHEET NO.
NTS	01-01-20	18 OF 20


FILE NAME: G:\TERMINAL\AIRLINES\COMMON\EXHIBIT B\2018 Update\fig 10 - p18_2_28_2017_1_18135_0358_2018.dwg LAYOUT NAME: p19 USER: caochohn PLOTTED: Wednesday, October 31, 2018 - 2:04pm



SQUARE FOOTAGE

NIL11	146.16 SQ FT
SIL11	133.53 SQ FT
SIL16	1,051.18 SQ FT
NIL21	13,581.18 SQ FT
NIL21A	1,880.53 SQ FT
NIL22	280.34 SQ FT
NIL23	45.30 SQ FT
NIL23A	45.53 SQ FT
NIL24	163.81 SQ FT
NIL27	80.02 SQ FT
TOTAL	17,407.58 SQ FT

DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
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APPROVED			

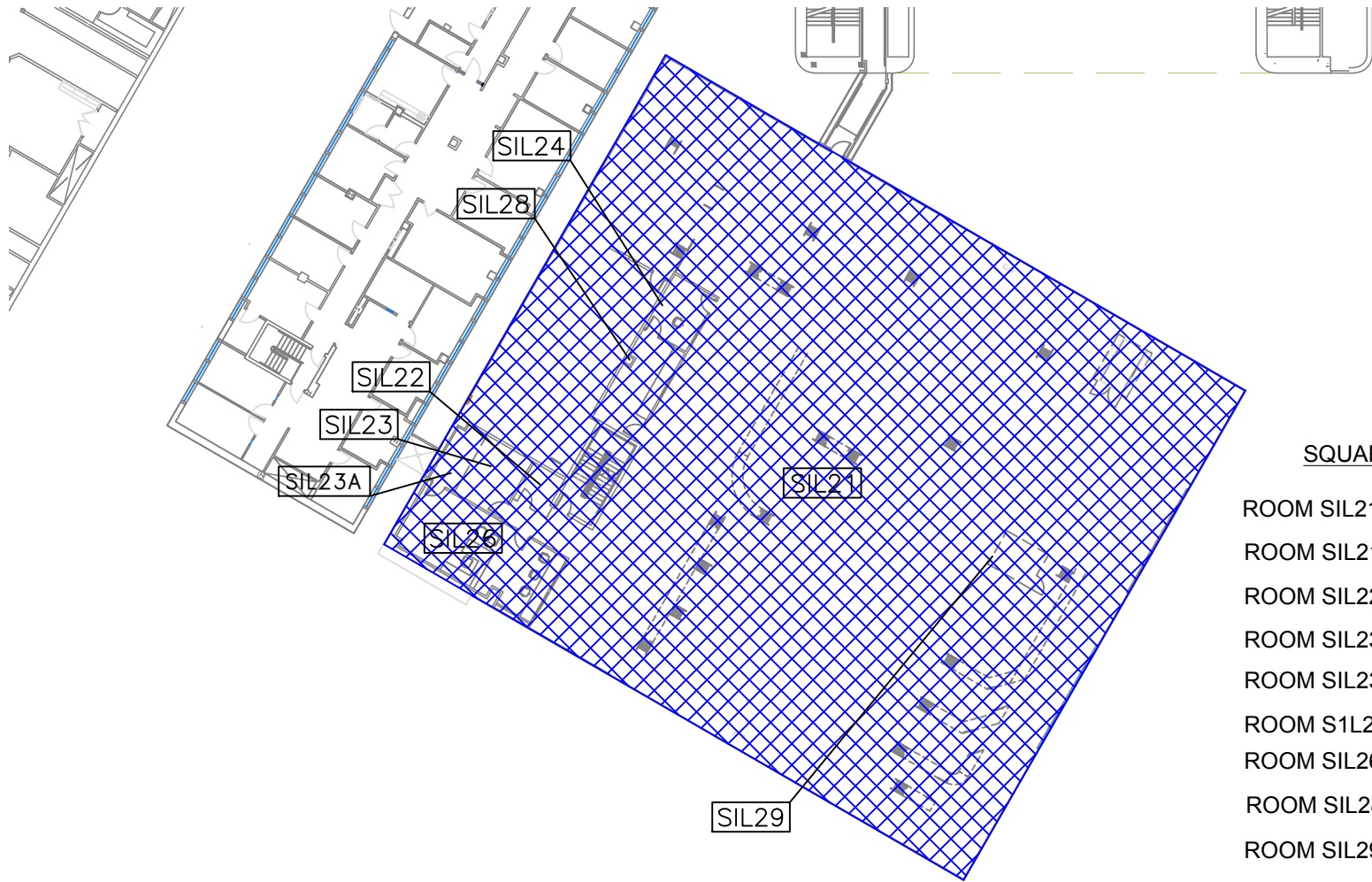


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PROJECT TITLE		PROJECT NO.
JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		
SHEET TITLE		SHEET NAME
EXHIBIT B - COMMON USE AREAS NORTH MATRIX - SECOND FLOOR		
SCALE	DATE	SHEET NO.
NTS	01-01-20	19 OF 20

FILE NAME: G:\INTERNATIONAL\NESA\COMMON\EXHIBIT B\2018 Update\eg10 - p18_2b_2017_1_18105_0388_2018.dwg LAYOUT NAME: P-20 USER: estokton PLOTTED: Wednesday, October 31, 2018 - 2:06pm



SQUARE FOOTAGE

ROOM SIL21	13,595.56 SQ. FT.
ROOM SIL21A	1,146.59 SQ. FT.
ROOM SIL22	72.08 SQ. FT.
ROOM SIL23	157.96 SQ. FT.
ROOM SIL23A	85.31 SQ. FT.
ROOM SIL24	138.40 SQ. FT.
ROOM SIL26	506.35 SQ. FT.
ROOM SIL28	225.57 SQ. FT.
ROOM SIL29	79.99 SQ. FT.
TOTAL	16,007.81 SQ. FT.

DESIGNED	REVISION NO.	REVISION DATE	DESCRIPTION
DRAWN	LYH		
CHECKED			
APPROVED			



4600 International Gateway Columbus, Ohio 43219

PROJECT TITLE JOHN GLENN COLUMBUS INTERNATIONAL AIRPORT		PROJECT NO.
SHEET TITLE EXHIBIT B - COMMON USE AREAS SOUTH MATRIX - SECOND FLOOR		SHEET NAME
SCALE NTS	DATE 01-01-20	SHEET NO. 20 OF 20

EXHIBIT D
Columbus Regional Airport Authority
John Glenn Columbus International
2020 RATES AND CHARGES - BUDGET
TERMINAL BUILDING SPACE PROGRAM

	Budget 2020
TERMINAL SPACE	
Type 1 - Ticket Counters and ATO	20,250
Type 1 - Ticket Counters & ATO Vacant/Auth	2,815
Type 2 - Clubs & Holdrooms	58,312
Type 2 - Clubs & Holdrooms Vacant/Auth	17,524
Type 3 - Bag Claim	38,003
Type 3 - Bag Claim Vacant/Auth	263
Type 4 - Bag Makeup	21,403
Type 4 - Bag Makeup Vacant/Auth	6,969
Type 5 - Operations	24,027
Type 5 - Operations Vacant/Auth	29,120
Type 6 - Tug Drives	33,473
Type 6 - Tug Drives Vacant/Auth	-
Total Airline Space	252,158
<hr/>	
Airline Leased Space	195,467
Airline Vacant Space	56,691
Total Airline Space	252,158
Concession Space	68,849
FAA/TSA/FIS/USO Space	5,751
Total Rentable Space	326,758
Administration	99,051
Public	242,573
Nonpublic	212,900
Customs/Other Government	18,204
Total Space	899,485
Airline Leased % of Rentable Space	59.8%

EXHIBIT E

Columbus Regional Airport Authority

John Glenn Columbus International

2020 RATES AND CHARGES - BUDGET

CALCULATION OF DIFFERENTIAL TERMINAL BUILDING RENTAL RATES

Type of space	Available Airline Space	Weighted Value	Weighted Airline Space	Weighted Airline Space as a % of Total Weighted Airline Space	Weighted Available Airline Space	Weighted Available Airline Space as a % of Available Weighted Airline Space	Average Terminal Building Rental Rates	Budget 2020 Weighted Terminal Building Rental Rates
Type 1 - Ticket Counters and ATO	23,064.65	1.00	23,064.65	12.11%	30,543.58	132.43%	\$79.05	\$104.69
Type 2 - Clubs & Holdrooms	75,835.79	0.90	68,252.21	35.84%	90,383.64	119.18%	\$79.05	\$94.22
Type 3 - Bag Claim	38,265.25	0.80	30,612.20	16.08%	40,538.50	105.94%	\$79.05	\$83.75
Type 4 - Bag Makeup	28,371.60	0.70	19,860.12	10.43%	26,299.95	92.70%	\$79.05	\$73.28
Type 5 - Operations	53,146.82	0.60	31,888.09	16.75%	42,228.11	79.46%	\$79.05	\$62.81
Type 6 - Tug Drives	<u>33,473.45</u>	0.50	<u>16,736.73</u>	8.79%	<u>22,163.77</u>	66.21%	\$79.05	\$52.34
	252,157.56		190,414.00	100.00%	252,157.56			

EXHIBIT F - CAPITAL PROJECTS

	2020	2021	2022	2023	2024
JOHN GLENN INTERNATIONAL (CMH)					
AIRFIELD	\$ 1,966,628	\$ 279,634	\$ 1,581,475	\$ 2,499,727	\$ -
AIRFIELD - MISC. PROJECTS	\$ 257,270	\$ 152,961	\$ 1,438,303	\$ 340,171	\$ -
EQUIPMENT	\$ 5,752,313	\$ 3,696,700	\$ 2,861,000	\$ 4,445,690	\$ -
LANDSIDE	\$ 87,692,456	\$ 22,874,568	\$ 2,261,171	\$ 3,494,351	\$ 2,505,600
LANDSIDE - MISC. PROJECTS	\$ 140,657	\$ 385,716	\$ -	\$ 770,053	\$ 616,719
NOISE	\$ 692,042	\$ 296,529	\$ -	\$ -	\$ 732,201
SECURITY	\$ 171,880	\$ -	\$ -	\$ -	\$ -
TERMINAL	\$ 8,534,206	\$ 4,221,510	\$ 1,063,846	\$ 3,708,079	\$ 121,723
TERMINAL - MISC. PROJECTS	\$ 634,428	\$ 1,077,207	\$ 816,859	\$ 797,342	\$ -
NO PROJECT TYPE	\$ -	\$ -	\$ 433,700	\$ -	\$ -
JOHN GLENN INTERNATIONAL (CMH) Subtotal	\$ 105,841,880	\$ 32,984,825	\$ 10,456,354	\$ 16,055,413	\$ 3,976,243
IID					
LANDSIDE	\$ 1,230,738	\$ 4,369,720	\$ 4,500,377	\$ 2,999,250	\$ 871,102
LANDSIDE - MISC. PROJECTS	\$ 3,352,119	\$ 397,038	\$ -	\$ -	\$ -
IID Subtotal	\$ 4,582,857	\$ 4,766,758	\$ 4,500,377	\$ 2,999,250	\$ 871,102
RICKENBACKER (LCK)					
AIRFIELD	\$ 13,192,536	\$ 21,418,213	\$ 18,321,300	\$ 6,456,819	\$ 6,648,067
AIRFIELD - MISC. PROJECTS	\$ 163,790	\$ -	\$ -	\$ 54,336	\$ -
EQUIPMENT	\$ 958,634	\$ 1,640,479	\$ 5,603,000	\$ 1,392,000	\$ -
LANDSIDE	\$ 390,581	\$ 2,333,676	\$ 3,980,782	\$ 1,990,120	\$ 4,028,584
LANDSIDE - MISC. PROJECTS	\$ 409,166	\$ -	\$ -	\$ 387,770	\$ -
SECURITY	\$ -	\$ 71,265	\$ -	\$ -	\$ -
TERMINAL - MISC. PROJECTS	\$ 146,942	\$ -	\$ -	\$ 202,178	\$ 799
RICKENBACKER (LCK) Subtotal	\$ 15,261,649	\$ 25,463,633	\$ 27,905,082	\$ 10,483,223	\$ 10,677,450
BOLTON FIELD (TZR)					
AIRFIELD - MISC. PROJECTS	\$ -	\$ 192,777	\$ -	\$ -	\$ -
BOLTON FIELD (TZR) Subtotal	\$ -	\$ 192,777	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 125,686,386	\$ 63,407,993	\$ 42,861,813	\$ 29,537,886	\$ 15,524,795

**EXHIBIT G
MAINTENANCE RESPONSIBILITY ALLOCATIONS**

	Public Circulation Space	Holdrooms	Ticket Counters	ATO & Bag Service offices	Airline Clubs	Operations Areas	Baggage Makeup	Baggage Claim	Aircraft Aprons	Tug Drives	Inbound Baggage Systems	Outbound Conveyor Systems		Jet Bridges—Authority Owned 1	Proprietary Signs & Finishes	Roofs	Footnotes
1. Air Conditioning																	
a. Maintenance	C	C	C	C	C	C	N	C	N	N	N	N		C	N	N	2
b. Operation	C	C	C	C	C	C	N	C	N	N	N	N		C	N	N	2
c. Chilled Air Distribution	C	C	C	C	C	C	N	C	N	N	N	N		C	N	N	2
2. Heating																	
a. Maintenance	C	C	C	C	C	C	C	C	N	C	N	N		C	N	N	2
b. Operation	C	C	C	C	C	C	C	C	N	C	N	N		C	N	N	2
c. Warm Air Distribution	C	C	C	C	C	C	C	C	N	C	N	N		C	N	N	2
3. Lighting																	
a. Bulb Replacement	C	C	C	A	A	A	A	C	C	C	N	N		C	A	N	
b. Maintenance	C	C	C	A	A	A	A	C	C	C	N	N		C	A	N	
4. Electrical	C	C	C	C	C	C	C	C	C	C	C	C		C	C	N	3
5. Water																	
a. Distribution	C	N	N	C	C	C	C	C	C	C	N	N		N	N	N	2
b. Fixtures (toilets, sinks, faucets, etc.)	C	N	N	A	A	A	A	C	C	C	N	N		N	N	N	
6. Sanitary System																	
a. Distribution	C	N	N	C	C	C	C	C	C	C	N	N		N	N	N	
b. Fixtures	C	N	N	A	A	A	A	C	C	C	N	N		N	N	N	
7. Maintenance																	
a. Other than Building Structure	C	C	A	A	A	A	A	C	C	C	C	C		C	A	N	4
b. Building Structure	C	C	C	C	C	C	C	C	C	C	C	C		C	C	N	
c. Tug and Vehicle Doors	C	N	N	N	N	A	A	C	N	B	C	C		N	A	N	5
d. Passenger Hold Room Seats	C	C	N	N	N	N	N	C	N	N	N	N		N	N	N	
e. Exterior	C	C	C	C	C	C	C	C	C	C	C	C		C	A	N	
f. Markings & Signage	C	A	A	B	A	A	A	C	C	C	C	N		C	A	N	6

	Public Circulation Space	Holdrooms	Ticket Counters	ATO & Bag Service offices	Airline Clubs	Operations Areas	Baggage Makeup	Baggage Claim	Aircraft Aprons	Tug Drives	Inbound Baggage Systems	Outbound Conveyor Systems		Jet Bridges—Authority Owned ¹	Proprietary Signs & Finishes	Roofs	Footnotes
8. Custodial Service	C	C	A	A	A	A	A	C	A	B	C	C		B	N	N	
9. Window Cleaning																	
a. Exterior	C	C	C	C	C	C	C	C	C	C	N	N		C	N	N	
b. Interior	C	C	A	A	A	A	A	C	N	N	N	N		C	N	N	
10. Repainting	C	C	C	A	A	A	A	C	C	C	N	N		C	A	N	7
11. Floor	C	C	C	A	A	A	A	C	N	C	N	N		C	N	N	8
12. Wall Coverings	C	C	C	A	A	A	A	C	N	N	N	N		C	A	N	
13. Fire Suppression System	C	C	C	C	C	C	C	C	C	C	C	C		N	N	N	9
14. Physical Cabling Infrastructure	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	10

- A – AIRLINE Responsibility
- C – CRAA Responsibility
- N – Not Applicable
- B – Both (see footnote 5)

NOTE: This chart is not meant to be a comprehensive list. It is to serve as a guide for frequently addressed issues. For a more complete description of the allocation of maintenance responsibilities see Article VII.

-
- 1 Unless otherwise agreed pursuant to a separate agreement between AUTHORITY and AIRLINE. Custodial service on jet bridges owned by the AUTHORITY shall be limited to cleaning the bridges during the overnight hours and periodic deep cleaning. Trash removal to be done by AIRLINE.
 - 2 CRAA Responsibility assuming system mechanics and distribution are airport installations serving the general public (e.g., hot water heaters serving public restrooms and public water fountains) rather than self-contained units in individual spaces (e.g., water heaters serving leased areas and garbage disposals within leased areas.)

- 3 Defined as Electrical Service Responsibility for the sake of identifying load capacities; not to presume CRAA bears cost of new or additional installations required or requested by airline.
- 4 Example: approved door hardware is AIRLINE's responsibility; baggage scale, etc. are AIRLINE's responsibility.
- 5 CRAA is responsible to maintain the tug/vehicle doors at the common use inbound baggage and baggage makeup areas.
- 6 AIRLINE shall be responsible for the installation and maintenance of all proprietary signage in its leased space, and shall be responsible for the cost to install and maintain such signage in public space.
- 7 Standard repainting frequency is approximately 2 years.
- 8 Terrazzo flooring shall be replaced within the four nearest control joints. CRAA to repair and bill AIRLINE for AIRLINE caused holes or damage.
- 9 Fire suppression system does not include hand fire extinguishers or specialized suppression systems.
- 10 CRAA owns and maintains all physical cabling infrastructure including but not limited to telecom, data, radio frequency, etc. AIRLINE may connect AIRLINE owned equipment to CRAA owned cabling infrastructure. AIRLINE owned connected equipment is the responsibility of AIRLINE

**EXHIBIT H
AFFILIATED AIRLINES**

This exhibit identifies the point of contact for all the affiliated airlines that serve the mainline carrier for which this lease is being written for. The actual contact information has been removed for privacy reasons. An example for Delta Airlines includes :

Compass Airlines dba Delta Connection
1111 Airport Way
Springfield, VA 20151


(111)222-3333

SkyWest Airlines dba Delta Connection
2222 Aviation Place
St. George, UT 84790

(111)222-3333

etc.

**EXHIBIT I – SUMMARY OF CHARGES AND SUPPLEMENT
(SAMPLE)**

COLUMBUS REGIONAL AIRPORT AUTHORITY				
SPACE RENTAL AND OTHER CHARGES EFFECTIVE JANUARY 1, 2019 TO DECEMBER 31, 2019				
		COLUMBUS REGIONAL AIRPORT AUTHORITY		3/5/2019
AIRLINE, INC.				
FIXED RENTALS				
RENTAL AREAS - TERMINAL SPACE	(A) SQUARE FEET	(B) RATE sfpa	(C) ANNUAL AMOUNT (A X B)	(D) MONTHLY AMOUNT
TYPE 1 - TICKET COUNTERS & ATO	0.00	\$97.82	\$0.00	\$0.00
TYPE 2 - CLUBS & HOLD ROOMS	0.00	\$88.03	\$0.00	\$0.00
TYPE 3 - BAG CLAIM	0.00	\$78.25	\$0.00	\$0.00
TYPE 4 - BAG MAKEUP	0.00	\$68.47	\$0.00	\$0.00
TYPE 5 - OPERATIONS	0.00	\$58.69	\$0.00	\$0.00
TOTAL SQUARE FOOTAGE	0.00			
TOTAL FIXED RENTAL CHARGES			\$0.00	\$0.00
COMMON SPACE				
SECURITY AREAS - (SCHEDULE I)			\$0.00	\$0.00
SKYCAP / BAG CLAIM AREAS - (SCHEDULE I I)			\$0.00	\$0.00
TUG DRIVES - (SCHEDULE III)			\$0.00	\$0.00
TOTAL COMMON SPACE CHARGES			\$0.00	\$0.00
OTHER CHARGES / CREDITS				
LEO FEE REIMBURSEMENT - (SCHEDULE IV)			\$0.00	\$0.00
APRON FEES - (SCHEDULE V)			\$0.00	\$0.00
JETBRIDGE MAINTENANCE - (SCHEDULE VII)		7 BRIDGES	\$0.00	\$0.00
POWER *			\$0.00	\$0.00
GENERAL AIRLINE CREDIT - TERMINAL RENT			\$0.00	\$0.00
GENERAL AIRLINE CREDIT - APRON FEES			\$0.00	\$0.00
TOTAL OTHER CHARGES			\$0.00	\$0.00
GRAND TOTAL			\$0.00	\$0.00
GENERAL AIRLINE CREDIT - LANDING FEES			\$0.00	\$0.00

* Other separately metered electric charges also apply.

EXHIBIT J – REQUIRED FEDERAL PROVISIONS

- (A) During the performance of this Agreement, for itself, its assignees, and successors in interest AIRLINE agrees as follows:
- (i) Compliance with Regulations: The Airline will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement .
 - (ii) Non-discrimination: Airline, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. Airline will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 - (iii) Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Airline for work to be performed under this Agreement, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Airline of Airline's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
 - (iv) Information and Reports: Airline will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Airline is in the exclusive possession of another who fails or refuses to furnish the information, Airline will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - (v) Sanctions for Noncompliance: In the event of Airline's noncompliance with the Non-discrimination provisions of this contract, Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.
 - (vi) Incorporation of Provisions: Airline will include the provisions of paragraphs one through six of this Exhibit K, Section (A) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Airline will

take action with respect to any contract or procurement as Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Airline becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Airline may request Authority to enter into any litigation to protect the interests of Authority. In addition, Airline may request the United States to enter into the litigation to protect the interests of the United States.

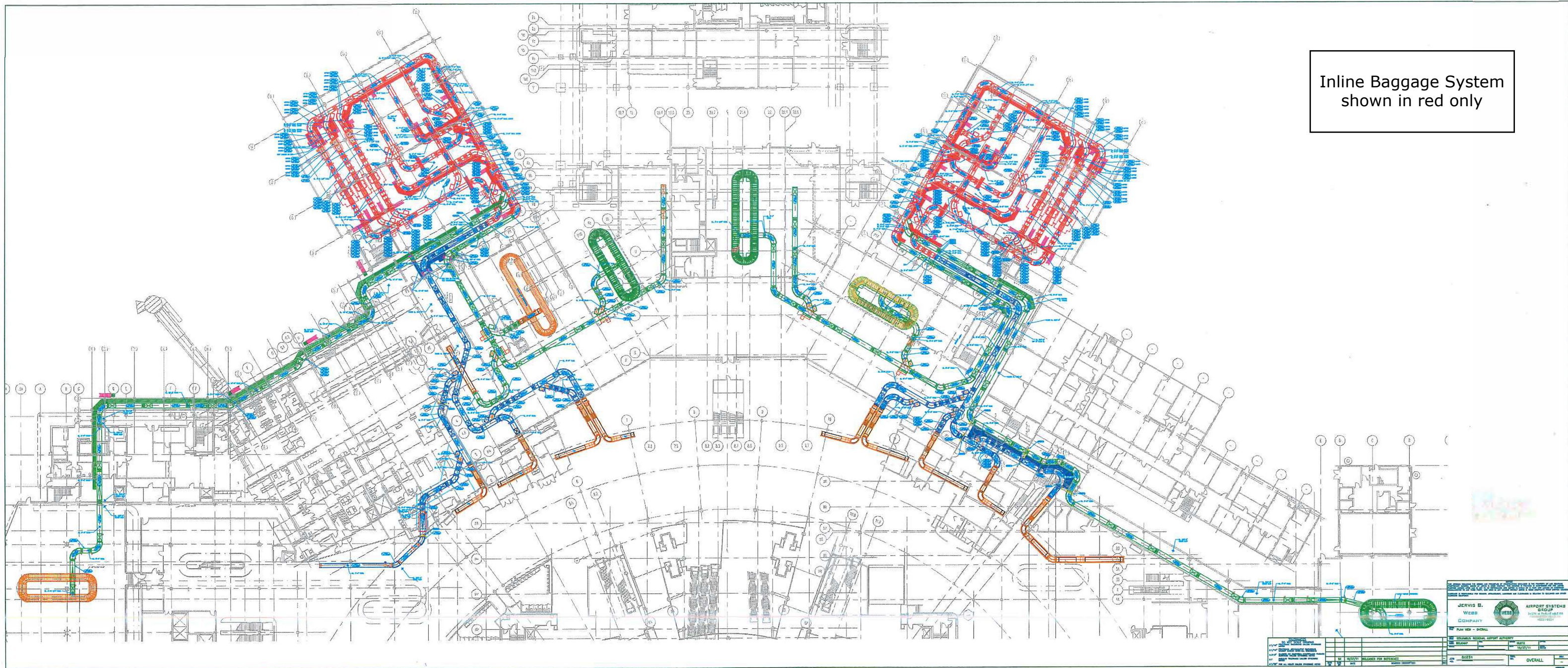
- (B) Airline for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Airline will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (C) Airline for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Airline will furnish its services in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- (D) During the performance of this Agreement, Airline, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - (ii) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - (iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons

displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- (iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (vi) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (ix) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- (xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- (E) Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Airline transfers its obligation to another, the transferee is obligated in the same manner as Airline. This provision obligates Airline for the period during which the property is owned, used or possessed by Airline and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- (F) In the event of breach of any of the above Nondiscrimination covenants, Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
- (G) This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Airline has full responsibility to monitor compliance to the referenced statute or regulation. Airline must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- (H) This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Airline must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Airline retains full responsibility to monitor its compliance and any subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Airline must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- (I) Airline agrees that it shall insert the above eight provisions (Section (A) through Section (H)) in any agreement by which Airline grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.
- (J) This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between Airport Authority and the United States, relative to the development, operation, or maintenance of the Airports. (FAA Order 5190.6B) Airline agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned in furtherance of this Agreement, or in the event of any planned modification or alteration of any present or future building or structure in furtherance of this Agreement. (FAA Order 5190.6B)

EXHIBIT K- INLINE BAGGAGE SYSTEM



Inline Baggage System shown in red only