

DALLAS/FORT WORTH INTERNATIONAL AIRPORT
LEASE AND USE AGREEMENT

By and Between

THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

and

AIRLINE NAME

October 1, 2010

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EXHIBITS

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| 3. | AIRLINE Leased Premises | Exhibit C |
| 4. | Preferential Use Rules and Procedures | Exhibit D |
| 5. | FY11 Terminal Calculations | Exhibit E |
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THIS LEASE AND USE AGREEMENT ("this Agreement") is made by and between the Dallas/Fort Worth International Airport Board ("DFW"), presently having an office at 3200 East Airfield Drive, DFW Airport, Texas 75261, and Airline Name. ("AIRLINE"), a corporation of the State of _____, having its principal office at _____.

WHEREAS DFW is a joint airport board of the Cities of Dallas, Texas, and Fort Worth, Texas, ("the Cities"), created by them pursuant to the Texas Municipal Airports Act, and authorized by them to police and manage the Dallas/Fort Worth International Airport ("the Airport");

WHEREAS this Agreement is intended to lease certain premises and facilities at the Airport to AIRLINE, govern AIRLINE's use of the Airport, and govern use of the Airfield and the charges therefore to be paid by AIRLINE;

WHEREAS this Agreement is intended to be a multilateral agreement, to be signed in substantially similar form by other qualifying Air Carriers, and to provide non-discriminatory access to the Airfield and the Terminals, but is intended to differ in the premises and facilities to be leased by each Air Carrier; and

WHEREAS this Agreement is not intended to replace, amend, or supplement other agreements between DFW and AIRLINE;

NOW THEREFORE, in consideration of the terms and conditions described below, DFW and AIRLINE agree as follows:

ARTICLE I – GENERAL DEFINITIONS

In and throughout this Agreement, the following words will have the following meanings, respectively, to-wit:

"Affiliate" means any air transportation company that (i) is a parent, subsidiary or sister company of a Signatory Airline, or (ii) operates at the Airport under a trade name of a Signatory Carrier and uses such Signatory Carrier's two-letter designator code for its flights serving the Airport, or (iii) operates at the Airport using a trade name of a parent, subsidiary or sister company of a Signatory Airline and uses a similar livery and the two-letter designator code of such parent, subsidiary or sister company for its flights serving the Airport.

"Air Carrier" means an Aircraft Operator that engages in the transportation by aircraft of persons or property for compensation or hire as a common carrier.

“Aircraft Operations Area” or “AOA” means the part of the Airport designated primarily for the movement of aircraft, whether part of the Airfield or the Terminals.

“Aircraft Operator” means any person or legal entity that uses, causes to be used, or authorizes to be used one (1) or more aircraft for the purpose of air navigation, including without limitation the piloting of aircraft, and regardless of whether the person or entity is the legal owner, lessor or lessee of the aircraft.

“Airfield” means the complex of runways, taxiways, and other public aeronautical facilities available at the Airport for the use of all Aircraft Operators, as controlled by the FAA, and which excludes the aircraft apron areas associated with cargo, hangars, general aviation facilities, and the Terminal Aircraft Apron Area portion of the Terminals.

“Airfield Cost Center” means the Cost Center defined in 5.1(a).

“Airline FF&E” means the FF&E located in the Terminals and owned by AIRLINE.

“Airline Leased Space” means the Sub-cost Center defined in Section 5.1(b)(i).

“Airline Rates and Charges” means the rates, fees, and charges that the Signatory Airlines are charged to operate at DFW.

“Airline Terminal Rents” means the total Rents for all Signatory Airlines calculated pursuant to Section 5.7.

“Airport” means the realty owned jointly by the Cities, dedicated by them to airport purposes, and generally known and designated as the Dallas/Fort Worth International Airport, together with the improvements thereon owned by either the Cities or by DFW, and including any property acquired in the future for the expansion or use of the Airport.

“Airport Operations Manual” means the manual developed and published by DFW setting forth the policies and procedures related to the operation of the Airport, Airfield, and

Terminals, as such manual may change from time to time, and with which all tenants and other users of the Airport are required to comply.

"Airport Services Rate" means twenty-five thousand dollars (\$25,000) per acre in Fiscal Year 2011, adjusted each Fiscal Year thereafter by CPI.

"Allowable Maintenance Costs" means terminal maintenance costs of American Airlines for providing facility maintenance and custodial services for Terminals A & C, which will be reimbursed to American Airlines in the amount of thirty-five million dollars (\$35,000,000) for FY11, thirty-six million dollars (\$36,000,000) plus CPI for 2012, and adjusted each Fiscal Year thereafter by CPI, or such other amount for any Fiscal Year as DFW and American Airlines may agree upon.

"American Airlines (AA) Facility Improvement Corporation Debt" means the bonds issued by the DFW Facility Improvement Corporation on behalf of American Airlines to fund capital projects for Terminals A and C, outstanding as of September 30, 2010.

"Annual Budget" means O&M Expenses, Overhead, DPS Expenses, Debt Service and Incremental Coverage projected for the next Fiscal Year. The Annual Budget has historically been known as the 102 Fund Budget.

"Baggage System" means any and all equipment, parts, software and any other components comprising the inbound and outbound baggage conveyance system for the movement of international and domestic passenger baggage in the Terminals. Without limiting the foregoing, the Baggage System includes the baggage matrix areas, baggage take away belts at ticketing and passenger processing locations, the baggage belt system from the baggage matrix areas to and including the baggage make up areas, the inbound baggage belt system from the gates to the carousels in the FIS Facility and the domestic baggage claim carousels, the baggage claim carousels in the FIS Facility and the domestic baggage claim areas and the equipment located elsewhere in the Terminals that support the operation and maintenance of the system.

"Bond Ordinances" means the 1968 Regional Airport Concurrent Bond Ordinance adopted by the Cities of Fort Worth and Dallas on November 11 and 12, 1968, respectively

(the "1968 Ordinance"), as amended and supplemented by subsequent amendments, supplements and ordinances, including, but not limited to, the Thirtieth Supplemental Concurrent Bond Ordinance adopted by the Cities on February 22 and 23, 2000, respectively (the "Thirtieth Supplement").

"Capital Improvement Fund" means the Capital Improvement Fund established pursuant to the Bond Ordinances.

"Capital Thresholds" means the lower, upper, and cumulative thresholds for calculation of the Capital Threshold Adjustments Amounts pursuant to Section 5.6(d).

- (a) The Lower Capital Threshold will be forty million dollars (\$40,000,000) in FY 2011, and will be adjusted by CPI each Fiscal Year thereafter.
- (b) The Upper Capital Threshold will be sixty million dollars (\$60,000,000) in FY 2011, and will be adjusted by CPI each Fiscal Year thereafter.
- (c) The Cumulative Capital Threshold will be one hundred million dollars (\$100,000,000) in FY 2011, and will be adjusted by CPI each Fiscal Year thereafter.

"Capital Threshold Adjustment Amounts" means the difference between budgeted Net Revenues from the DFW Cost Center and the Lower or Upper Capital Thresholds, as applicable, pursuant to Section 5.6(d), or the amount of Unassigned Cash in the DFW Capital Account that exceeds the Cumulative Capital Threshold pursuant to Section 5.13(a)(v).

"Catering Fee Credit" means the amount DFW collects as a catering fee from companies operating in-flight food and beverage services for Signatory Airlines at DFW.

"Cities Airport Code" means the Code of Rules and Regulations of the Dallas-Fort Worth International Airport Board, adopted from time to time by the Cities.

"Commercial Development Sub-cost Center" means the Sub-cost Center defined in Section 5.1(c)(ii).

“Commercial Development Sub-Cost Center Permissible Projects” means any projects related to the preparation of undeveloped, underdeveloped, or redevelopment areas of the Airport including, but not limited to, demolition, or rehabilitation of facilities owned by DFW, clearing, rough grading and drainage of the proposed area, and the extension or expansion to or within such area of infrastructure, roadways, sewage and utilities systems.

“Common Use Space” means the Sub-cost Center defined in Section 5.1(b)(ii).

“Concessions O&M Reimbursement” means the amount billed to Terminal concessionaires for their proportionate share of Operating and Maintenance Expenses in Terminals A, B, C, D, and E, which (1) includes general costs of operating and maintaining the Terminals, but excludes any airline-related costs, such as, but not limited to, costs associated with bag handling systems, jet bridges, EVIDS, other airline technology, Skycap/luggage (i.e. Smarte Carte, etc.), customer service expenses, and management expenses, and (2) will be based on the amount of square footage the concessionaires lease.

“Cost Center” and “Sub-cost Center” means a separate accounting unit used to track revenues and expenditures.

“Consumer Price Index” or “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for the Dallas-Fort Worth area (All items, adjusted 1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor based on the most recent year of published CPI data.

“CUTE” means any passenger ticketing or processing system designated by DFW for common use by multiple Air Carriers.

“Debt Service” means Existing Debt Service plus Future Debt Service.

“DFW” means the Dallas/Fort Worth International Airport Board as a legal entity, and no reference to DFW in this Agreement determines whether the Chief Executive Officer or his or her designees require action, consent or ratification of the Board of Directors to exercise

any particular right of DFW pursuant to this Agreement or any particular police power provided by law.

“DFW Contribution” means the amount calculated pursuant to Section 5.7.

“DFW Cost Center” means the Cost Center defined in Section 5.1(c).

“DFW FF&E” means FF&E owned by DFW, some of which will be dedicated by DFW to the support of either the Leased Premises or the Terminal areas, as set forth in this Agreement and as may be changed by DFW from time to time.

“DFW Interest Income” means interest income earned from the Operating Fund, the Operating Reserve Fund, the Debt Service Reserve Fund, and the Rolling Coverage Account.

“DFW Policies and Procedures” means the policies, procedures and protocols adopted by DFW from time to time related to the operation of the Airport.

“DFW Square Footage” means Common Use Space square footage plus Vacant/Leasable Space square footage.

“Enplanement” means a revenue passenger boarding an aircraft for a flight operated by an Air Carrier, including connecting passengers, that departs from the Airport, whether in intrastate, interstate or foreign air transportation, but excluding flights that return non-stop to the Airport after departing from the Airport.

“Existing Bonds” means all Joint Revenue Bonds outstanding as of September 30, 2010, and any Joint Revenue Bonds issued to refund such Existing Bonds.

“Existing Capital Funds” means the Unassigned Cash available in the Capital Improvement Fund (i.e., the DFW accounts/funds named 301, 302, 301NG, 313, 314, 315, 316, all 400 funds, and the full amount of coverage that is due to be transferred to these accounts) as of September 30, 2010.

"Existing Debt Service" means principal and interest payments on, and required deposits, if any, to the Debt Service Reserve Funds for, Existing Bonds, net of PFCs (or other similar funds) used to pay such debt service and interest earned on the Interest and Sinking Fund for such Existing Bonds.

"Federal Aviation Administration" or "FAA" means the Federal Aviation Administration created under the Federal Aviation Act of 1958, including any amendments thereto, or any appropriate federal agency succeeding to its jurisdiction.

"FF&E" means fixtures, furniture and equipment.

"FIS Facilities" means the Sub-cost Center defined in Section 5.1(b)(iii).

"Fiscal Year" or "FY" means the 12 month period beginning on October 1 and ending on September 30.

"Future Bonds" means all Joint Revenue Bonds issued after September 30, 2010, except Joint Revenue Bonds issued to refund Existing Bonds.

"Future Debt Service" means principal and interest payments on, and required deposits, if any, to the Debt Service Reserve Funds for, Future Bonds, net of PFCs (or other similar funds) used to pay such debt service and interest earned on the Interest and Sinking Fund for such Future Bonds.

"Gate" means an aircraft passenger loading position, together with the appurtenant aircraft parking position on the Terminal Aircraft Apron Area, loading bridge (and pre-conditioned air and 400 Hz power, if available), holdroom, ticket counter, back-office space, certain related baggage facilities, and any other such facilities as DFW may designate as necessary to aircraft operations at the Airport, including some or all of the Leased Premises of the Signatory Airlines.

"Gross Revenues" means Gross Revenues as defined in the Bond Ordinances.

"Incremental Coverage" means the amount, if any, of additional coverage required to be collected in any Fiscal Year in order to satisfy the rate covenants in the Bond Ordinances.

"Joint Revenue Bonds" means Dallas/Fort Worth International Airport Joint Revenue Bonds issued jointly by the Cities under the Bond Ordinances.

"Landing Fee Rate" means the landing fee rate as defined in Section 5.6(b).

"Landing Fees" means landing fees as defined on in Section 5.6(c).

"Leased Premises" means those areas of the Terminals that are leased to AIRLINE hereunder as set forth in Exhibit C.

"Majority in Interest" or "MII" means:

- (a) For Terminal Cost Center capital projects and DFW Cost Center's Passenger Service Sub-cost Center capital projects, either (a) fifty percent (50%) or more in number of the Signatory Airlines, which numerical majority must also represent fifty percent (50%) or more of the total Airline Terminal Rents paid by the Signatory Airlines, or (b) any five (5) Signatory Airlines that represent sixty percent (60%) or more of the total Airline Terminal Rents paid by the Signatory Airlines.
- (b) For Airfield Cost Center capital projects, either (a) fifty percent (50%) or more in number of the Signatory Airlines, which numerical majority must also represent fifty percent (50%) or more of the total Landing Fees paid by all Signatory Airlines, or (b) any five (5) Signatory Airlines that represent sixty percent (60%) or more of the total Landing Fees paid by all Signatory Airlines.

Terminal Rents and Landing Fees will be calculated and based on the most recent complete Fiscal Year for which data are available.

"Majority of Signatory Airline Tenants" means fifty percent (50%) or more in number of the Signatory Airlines tenants in any one (1) Terminal, which numerical majority must also represent fifty percent (50%) or more of the total Airline Terminal Rents paid by the Signatory Airlines in that particular Terminal.

"Maximum Approved Landing Weight of Aircraft" means the Federal Aviation Administration certified maximum gross landing weight of any aircraft operated by Signatory Airlines at the Airport.

"Miscellaneous Gross Revenues" means revenues not directly accounted for in the Airfield or Terminal Cost Center, which include, but are not limited to DFW Interest Income, permit fees, late fees, non-terminal utilities, and other miscellaneous revenues.

"Net Revenues" for any Cost Center means the total Gross Revenues of such Cost Center less the total O&M Expenses, allocated Indirect Cost Center costs, and allocated Debt Service and Incremental Coverage for such Cost Center.

"Non-Signatory Airline" means an Air Carrier that has not executed an agreement with DFW substantially similar to this Agreement.

"Non-TRIP Capital Projects" means the capital projects described in Exhibit B.

"Off Schedule Operation Events" means the operations that are unscheduled or that occur at times different than were scheduled because of weather delays, aircraft mechanical delays, temporary unavailability of other facilities, construction or facilities maintenance activities within Terminals, unloading of passengers mandated by federal law, or for any other reason.

"Operating and Maintenance (O&M) Expenses" means direct operating and maintenance expenditures, costs, and liabilities, plus required deposits to the Operating Reserve Account.

"Operating Reserve Account" means the reserve account set up to maintain a ninety (90) day operating reserve calculated as twenty-five percent (25%) of ongoing cash expenditures, excluding pass-through expenditures.

"Passenger Facility Charge" or "PFC" means the fee that DFW is authorized to charge pursuant to 49 U.S.C. §40117 ("PFC Statute") and 14 C.F.R. Part 158 ("PFC Regulations"), as the same may be amended from time to time.

"Passenger Services Sub-cost Center" means the Sub-cost Center defined in Section 5.1(c)(i).

"Preferential Use Rules and Procedures" means the rules and procedures of DFW for AIRLINE's use of the Leased Premises in the Terminals, as set forth in Exhibit D.

"Prior Period Rate Adjustment Amount" means the amount by which the actual Net Airfield Cost or Airline Terminal Rents for a Fiscal Year is more than or less than the budgeted Net Airfield Cost or Airline Terminal Rents for such Fiscal Year, based on the Fiscal Year-end reconciliation performed pursuant to Section 5.4.

"Rent" means the Terminal rental charged to AIRLINE under Article V.

"Rentable Condition", as applied to the Leased Premises, means good, undamaged, code-compliant, usable, and habitable condition.

"Signatory Airline" means an Air Carrier that has entered into an agreement with DFW substantially similar to this Agreement.

"Skylink" means the automated train system providing a means of transporting passengers, employees and others, which includes vehicles, guideways, passenger platforms, and maintenance facilities and equipment.

"Term" means the Term of this Agreement as set forth in Section 2.1.

"Terminal Aircraft Apron Area" means the portion of the Terminals designated for the parking of passenger aircraft and support vehicles, and for the loading and unloading of passenger aircraft, among other things, the dimensions of which are described in Exhibit C.

“Terminal(s)” means the passenger terminal buildings and related facilities at the Airport as they now exist and as they will, from time to time, be constructed, improved and enlarged.

“Terminal Cost Center” means the Cost Center defined in Section 5.1(b).

“Terminal Redevelopment and Improvement Program” or “TRIP” means the major capital program to redevelop Terminals A, B, C and E, including enabling projects, described in Exhibit A.

“TSA” means the Transportation Security Administration, or its authorized successor(s).

“Total Terminal Square Footage” means Airline Leased Space square footage, Common Use Space square footage, Vacant/Leasable Space square footage, FIS Facilities square footage, and other Terminal square footage which includes public, unleaseable, decommissioned, and other similar space; provided, however that Total Terminal Square Footage does not include Skylink station square footage.

“Total Airline Leasable Square Footage” means Airline Leased Space square footage, Common Use Space square footage, and Vacant/Leasable Space square footage.

“Total Airline Leased Square Footage” means Airline Leased Space square footage only.

“Unassigned Cash” means cash in a capital account that is not committed to, through a contract, or otherwise programmed (i.e., budgeted) for, a capital project.

“Utilities” means utilities, including without limitation heat, ventilation and air conditioning, electricity, water, wastewater disposal, sanitary sewer connections, trash removal, and telecommunications and other utilities systems and associated infrastructure related to the Airport.

“Vacant/Leasable Space” means the Sub-cost Center defined in Section 5.1(b)(iv).

ARTICLE II – TERM

SECTION 2.1 TERM OF AGREEMENT

The Term of this Agreement will commence on October 1, 2010 (“Commencement Date”) and expire on September 30, 2020 (“Expiration Date”), unless terminated sooner as provided in this Agreement. Except by subsequent written agreement of the parties, the Term will not be extended for any reason, including without limitation any temporary or permanent closures during the Term of part or all of the Leased Premises, the Terminals, or the Airfield, and including any forced sharing of the Leased Premises during the Term pursuant to the Preferential Use Rules and Procedures.

SECTION 2.2 HOLDING OVER

In the event that AIRLINE continues to occupy the Leased Premises or any part of the Terminals after the expiration or termination of this Agreement, unless either party gives written notice to the contrary, such occupancy automatically will constitute and be construed as a tenancy from month-to-month. During such month-to-month tenancy, AIRLINE and DFW will continue to be bound by all of the terms and conditions of this Agreement in effect on the Expiration Date or termination date of this Agreement.

SECTION 2.3 COVENANT OF TITLE AND QUIET ENJOYMENT

DFW represents and warrants to AIRLINE that as of the date of this Agreement, the Cities are vested with fee simple title to the Leased Premises and have full right and lawful authority to authorize, and have authorized, DFW to lease the Leased Premises to AIRLINE. Neither the Cities nor DFW will disturb the quiet possession of the Leased Premises by AIRLINE after the execution of this Agreement and during the remainder of the Term (subject to the right of DFW to make necessary repairs and maintenance to any portion of the property of the Airport, perform DFW obligations, and subject to the exercise of governmental police powers by either DFW or any other governmental authority having jurisdiction over the Airport or the parties hereto), provided AIRLINE performs all of its duties and obligations under this Agreement.

ARTICLE III – USE OF THE AIRPORT

SECTION 3.1 THE AIRFIELD

AIRLINE will have the right, on its own or through a contractor, to use the Airfield (as controlled by the FAA) for the taking off, landing, and taxiing of aircraft, subject to the payment of Landing Fees as set forth in Article V.

SECTION 3.2 THE AIRCRAFT OPERATIONS AREA

(a) AIRLINE will not perform any maintenance of aircraft, vehicles, or equipment at the Terminal Aircraft Apron Area or within the AOA which violates DFW's fire or building codes or which is unreasonably unsightly, offensive or annoying to the public. Otherwise AIRLINE may perform such maintenance at such Terminal Aircraft Apron Area subject to the Cities Airport Code and DFW Policies and Procedures.

(b) All maintenance or servicing of aircraft or other equipment within the AOA as permitted above will be conducted only within the Terminal Aircraft Apron Area, except for de-icing to be performed at facilities designated by DFW and according to the Cities Airport Code and DFW Policies and Procedures.

(c) The operation within the AOA of motor vehicles or other ground service equipment or means of conveyance approved by DFW will be used only within the Terminal Aircraft Apron Area, except as necessary to tow aircraft to, and/or service aircraft at the Terminal Aircraft Apron Area, designated hard stands, or an appropriate maintenance facility, or except as otherwise authorized by DFW.

(d) Except for Airline's operation in and around the Terminal Aircraft Apron Area, AIRLINE will not operate any vehicle, or permit persons doing business with it to operate any vehicle, inside the AOA unless such vehicle is equipped with a radio receiver tuned to Airport control tower frequencies and is adequately manned. AIRLINE will not bring or operate, and will not permit its agents or others persons under Airline's direction and control to bring or operate, any vehicle or motorized equipment into or within the AOA, unless having first complied with all insurance provisions and requirements specified in this Agreement, any security program for the Airport, and any permitting requirements of DFW.

(e) AIRLINE will not load or unload cargo for non-passenger flights within the Terminal Aircraft Apron Area.

SECTION 3.3 GENERAL AIRLINE RIGHTS, OBLIGATIONS AND PROHIBITIONS AT THE AIRPORT

(a) AIRLINE will have the right of ingress to and egress from the Leased Premises for its officers, employees, agents and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property of AIRLINE, subject to the police and proprietary power of DFW, and the police power of other governmental authorities, to govern and manage the use of the Airport by all persons. Such right will be subject to 49 C.F.R. Part 1542, applicable laws and the right of DFW to establish reasonable and nondiscriminatory DFW Policies and Procedures governing (i) the general public, including the passengers of AIRLINE and (ii) access to non-public areas at Terminals by the employees, suppliers of materials and furnishers of services of AIRLINE.

(b) AIRLINE will use commercially reasonable efforts to exercise the highest degree of safety, security and care in conducting all of its operations at the Airport, following in all respects the Cities Airport Code and DFW Policies and Procedures.

(c) Nothing in this Agreement will be construed as authorizing AIRLINE to use the Airport to conduct any business separate and apart from the conduct of its air transportation business, and any such use is hereby prohibited unless approved in writing by DFW within its discretion as allowed by law.

(d) AIRLINE will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport or the Terminals, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If AIRLINE does or permits to be done any act not permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act will constitute a breach of this Agreement, which act or failure, in and of itself, causes an increase in the insurance premiums of DFW, AIRLINE will immediately remedy such actions, upon notice from DFW to do so. If, by any reason of any failure on the part of the AIRLINE to comply with the provisions of this subsection, any insurance or extended coverage on such Terminal(s) or any part thereof, or on the Airport or any part thereof, will at any time be higher than it otherwise would be, AIRLINE will, at its option, (i) provide an approved equivalent insurance policy at its cost, or (ii) pay DFW that part of all premiums paid by DFW which will have been charged because of such violation or failure by AIRLINE.

(e) AIRLINE will not do or permit to be done anything that may interfere with the effectiveness, accessibility or legal compliance of the drainage and sewage systems, water system, communications system, fire protection system, or any other part of the utilities, systems or infrastructure at the Airport.

(f) AIRLINE's training and non-scheduled flight activities will not interfere with scheduled flight activities of the other Aircraft Operators.

(g) All materials, supplies, or equipment stored, will be stored and kept in a presentable, clean, safe, secure, sanitary, and orderly manner. Unless otherwise expressly authorized in writing by DFW, AIRLINE will not store materials, supplies, or equipment in areas of the Airport within public view.

(h) DFW may temporarily or permanently close any roadway or other area at the Airport within its control, so long as a reasonable means of ingress and egress remains available. DFW may, subject to the consent of the FAA, temporarily or permanently close any portion of the Airfield, so long as aeronautical facilities reasonably necessary to Airline's aeronautical operations remain available. AIRLINE hereby releases and discharges DFW and the Cities, their successors and assigns, of and from any and all claims, demands or causes of action which AIRLINE may have arising from such closures.

(i) DFW may prohibit the use of the Airfield or AOA by any aircraft operated or controlled by AIRLINE which exceeds the design strength of the paving, provided that such prohibition extends also to similar aircraft operated by other Aircraft Operators.

(j) Airline will have no rights or obligations in respect of DFW's operation of Skylink.

(k) AIRLINE's use of all areas of the Airport, whether leased or unleased, whether accessible by the general public or private, will be subject to the Cities Airport Code and subject to DFW Policies and Procedures now in effect or which may hereafter be promulgated for the safe and efficient operation of the Airport. Airline's operations at the Airport will not interfere with DFW operations or with operations of other users of the Airport. DFW will not unreasonably interfere with AIRLINE's operation at the Airport, except as may be reasonably necessary for DFW in exercising its rights, duties, and obligations pursuant to this Agreement or to comply with any applicable laws, rules, regulations, or orders.

(l) AIRLINE will use the Airport in strict accordance with all applicable laws, rules and regulations of any governmental authority having jurisdiction over the Airport. AIRLINE will obtain all permits required by law to conduct any business or operations at the Airport,

and will, subject to its right to contest same in good faith, pay all fines, penalties, and expenses resulting from any violations of applicable laws, rules and regulations, as well as any damages that may arise out of, or be imposed upon DFW because of, the failure of AIRLINE to comply with the provisions of this paragraph.

(m) All persons employed, hired or contracted by AIRLINE to perform services at the Airport on behalf of, or for the benefit of, AIRLINE or its patrons or invitees will be deemed "agents" of AIRLINE for purposes of the insurance and indemnity provisions of this Agreement. With respect to this Agreement, AIRLINE's obligation to use its best efforts to require such observance and obedience on the part of its passengers, guests, invitees and business visitors will pertain only while such persons are in the Terminal(s)

(n) AIRLINE will comply, and will require its agents and other persons under its direction and control to comply, at its or their own expense, with all security and safety rules, regulations or policies of DFW, the FAA, the TSA, U.S. Department of Transportation, or such other governmental agencies having jurisdiction over the Airport or Airline's operations. If AIRLINE, or its agents or other persons under its direction and control fail or refuse to comply with such aforesaid security or safety measures and security precautions or violate any related laws, rules or regulations promulgated by DFW, the FAA, the TSA, the U.S. Department of Transportation, or such other governmental agencies having jurisdiction over the Airport or Airline's operations, and such non-compliance or violation results in the imposition by the FAA, the TSA, the U.S. Department of Transportation, or such other governmental agencies having jurisdiction over the Airport or Airline's operations, of any fines, charges or other monetary penalties against DFW, AIRLINE will be responsible for and will reimburse DFW in the full amount of any fine, charge, monetary penalty or other damages, including reasonable attorney fees and other actual costs to defend DFW against such claims.

(o) Except for AIRLINE signage within its Leased Premises, as set forth in 4.1(c)(v), AIRLINE will not be allowed to engage in any type of advertising, promotions or co-promotions, or media displays at the Airport without written authorization from DFW. DFW reserves the sole right to install, and to determine the manner and content of, advertisements, flight information displays, television monitors, and other media in or upon the Airport.

(p) AIRLINE may install, maintain and operate, at no cost to DFW, radio communication, company telephone system, computer, meteorological, wireless devices, application or other similar technologies and aerial navigation equipment, and facilities on the Leased Premises as may be necessary or convenient for the operation of the air transportation

business by AIRLINE; provided, however, that such installations will be subject to the prior written approval of DFW. Prior to any written approval, AIRLINE will provide DFW with all necessary supporting documentation related to such installations. It is expressly understood that DFW may withhold approval if the installation of such equipment or facilities may imperil the tax-exempt status of any of the Joint Revenue Bonds or the PFC eligibility of any Airport projects. For example, use of the Leased Premises as office space or to house a computer facility serving a system-wide or regional function of an Airline is generally not a permitted use of tax-exempt bond proceeds.

(q) DFW will allow such rights of way as may reasonably be required by AIRLINE for communications, computer equipment, teletype, telephone, interphone, wireless devices, application or other similar technologies, conveyor systems and power and other transmission lines in the Leased Premises, subject to the availability of space and/or ground areas as determined by DFW. AIRLINE will provide DFW with an engineer's drawing depicting the routing of such cabling for approval by DFW prior to engaging in any such work. DFW reserves the right to require the execution of a separate agreement between DFW and AIRLINE for the lease and use of such space and/or ground area outside of AIRLINE's Leased Premises or to provide such service directly to AIRLINE.

(r) AIRLINE will provide DFW with information for DFW's Flight Information Management System ("FIMS") by providing real time data output from AIRLINE's internal flight information display system, computer reservation system, cargo load message transmissions, ARINC, SITA, or such other information systems used by AIRLINE on a per flight basis. DFW will be allowed to use the information received from AIRLINE for DFW's FIMS and such other automated or electronic systems to provide arriving and departing flight information to the public, including, but not limited to, in flight information displays ("FIDS"), and, where applicable, CUTE, common use self service devices ("CUSS"), and such other automated or electronic systems that are now or in the future may be used at the Airport. In Terminals A, B, and C and for BIDS and GIDS in Terminal D, AIRLINE will provide feed and operate the following systems via the AIRLINE's dedicated network domain (IP and Content) and, except for RIDS provided by AIRLINE, DFW will maintain, repair, and when necessary replace the monitors and infrastructure associated with the following:

- (i) Gate Information Systems (GIDS)
- (ii) Baggage Information Display Systems (BIDS)

- (iii) Ramp Information Display Systems (RIDS)
- (iv) Visual Information Display Systems ("VIDS") in ticketing areas, so long as the VIDS do not interfere with DFW's ability to place advertising, promotional, or other media in the ticketing halls

Except for GIDS, BIDS, VIDS, and RIDS in Terminals A, B, & C and BIDS, VIDS, and GIDS in Terminal D, DFW will control all EVIDS systems in the Terminals, including but not limited to, FIDS in all the Terminals, and BIDS and GIDS (except BIDS and GIDS in Terminal D) in Terminals D and E.

(s) Any services provided by AIRLINE to a third party, or provided to AIRLINE by a third party (excluding services provided by or to an Affiliate or to another Signatory Airline, within the AOA or the Terminals) and for compensation, will be subject to DFW permitting requirements, including without limitation (i) payment to DFW by the service providers of fees up to ten percent (10%) of either the amount charged for said services or the reasonable value of said services (except for aircraft catering services, in which case the fees will not exceed five percent (5%)), and (ii) insurance requirements reasonably necessary considering the possible magnitude of damages in the event of accident. Fees for services within the Terminal Aircraft Apron Area will be published in the Schedule of Charges as may be changed or modified from time to time by DFW. DFW reserves the right to limit the total number of service providers operating at the Airport, based on either a total number of providers or based on a specific type of service.

(t) Any and all rights and privileges not specifically granted to AIRLINE by this Agreement are expressly reserved to DFW.

ARTICLE IV – LEASE OF TERMINAL SPACE

SECTION 4.1 LEASED PREMISES AND FIXTURES, FURNITURE & EQUIPMENT

(a) DFW hereby (i) leases to AIRLINE certain airline passenger terminal facilities within the Terminals, as set forth on Exhibit C (the "Leased Premises"), and (ii) grants to AIRLINE the right to use the Terminal Aircraft Apron Area and the DFW FF&E that DFW designates as appurtenant to each Gate, for so long as AIRLINE occupies each such Gate. The

Leased Premises square footage set forth in Exhibit C will be used for the calculation of Airline Rates and Charges. In the event AIRLINE leases additional terminal facilities throughout the Term of this Agreement, such increased square footage will be included in AIRLINE's Leased Premises and AIRLINE's Rent will be adjusted immediately. Airline Rates and Charges will be adjusted upon the earlier of the Mid-Year Adjustment or the commencement of the upcoming Fiscal Year. Nothing in this Agreement will be construed to grant AIRLINE any leasehold rights in the air space above the Leased Premises, the ground or minerals beneath the Leased Premises, the Airfield, or any other part of the Terminals or the Airport.

(b) The lease to AIRLINE of the Leased Premises, and the use of the appurtenant Terminal Aircraft Apron Area and the appurtenant DFW FF&E, will at all times be subject to the Preferential Use Rules and Procedures, as set forth in Exhibit D.

(c) AIRLINE's rights to use the Leased Premises specifically include:

- (i) The right to conduct reservation activity, ticketing and billing of passengers, loading and unloading of passenger baggage, cargo, mail, and boarding and debarking of passengers;
- (ii) The right to provide any reasonably necessary or desirable customer service activities, including passenger concessions inside the private lounges or clubs but excluding any passenger concessions outside of private lounges or clubs;
- (iii) The right to operate administrative offices, operations offices, employee lockers and related facilities, and storage facilities;
- (iv) The right, subject to DFW's prior written approval, to install, maintain and operate, at no cost to DFW, such AIRLINE FF&E as AIRLINE may reasonably deem necessary, useful or prudent for the operation of its air transportation business; and
- (v) The right to construct such modifications and improvements to the Leased Premises as AIRLINE may deem necessary or prudent for the operation of its air transportation business, including signage, subject to such design standards as may be established by DFW and amended from time to time, provided that AIRLINE will remove such modifications and improvements as become non-compliant with design standards as a result of amendments thereto, provided further that AIRLINE and its contractors will indemnify DFW and all persons in privity with it from any liability or liens resulting from AIRLINE modifications and improvements, and provided further that all

AIRLINE improvements, excluding AIRLINE FF&E, will become property of DFW upon installation or construction, subject to DFW's right set forth below to compel AIRLINE to remove said improvements at AIRLINE expense upon expiration or termination of this Agreement. Notwithstanding the foregoing, DFW's design standards will not be modified in a manner that would prohibit AIRLINE from using its corporate logos and trade dress at locations reasonably approved by DFW in or about the Leased Premises.

Décor, design and public signage at the Airport, including all public signage in the Leased Premises, will be determined by DFW or, if installed by AIRLINE, will be subject to the approval of DFW in its sole discretion.

AIRLINE will not place within the Leased Premises (including both interior and exterior surfaces of windows and doors) any signs, symbols, advertisements or the like that are visible from any public area and will not place any signs, symbols, advertisements or the like on any part of Terminal(s) outside of the Leased Premises without the prior written consent of DFW, which consent may be withheld in the sole discretion of DFW. Notwithstanding the foregoing, AIRLINE acknowledges and agrees that DFW, at the sole expense of AIRLINE, will install signs to identify the name and terminal location of AIRLINE in DFW standard graphics at locations throughout the Airport.

(d) DFW will have the right to place advertisements, advertising devices, media displays, and flight information displays within Leased Premises, provided it does not unreasonably interfere with Airline's operations or advertise any product or service in competition with AIRLINE. DFW will consult with AIRLINE as to the placement of any advertisements, advertising devices, media displays, concession kiosks, and flight information displays within AIRLINE's Leased Premises and, in the Terminal(s), so not to interfere with AIRLINE's operation.

(e) DFW, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, will have the right at all reasonable times to enter Airline's Leased Premises for the purpose of the doing of any act or thing which DFW may be obligated to do or have the right to do under this Agreement, provided that in the exercise of

such rights DFW will not unreasonably interfere with Airline's use and occupancy of the Leased Premises pursuant to the provisions of this Agreement. These rights of entry will include without limitation the rights:

- (i) To Inspect and observe the performance of Airline's obligations under this Agreement;
- (ii) To make repairs, replacements or improvements to the Leased Premises, DFW FF&E, the Terminals, the Airfield, or any other part of the Airport, or to operate and perform maintenance;
- (iii) To move or remove property of AIRLINE that obstructs DFW's access to the Leased Premises or otherwise interferes with DFW's performance of its rights and duties within the Leased Premises; and
- (iv) To take action in the exercise of DFW's police power, including without limitation inspections or other life safety and security functions.

SECTION 4.2 GENERAL AIRLINE RIGHTS, OBLIGATIONS AND PROHIBITIONS WITHIN THE TERMINALS

AIRLINE will have the rights:

- (a) To use the Baggage System, provided that DFW will have the discretion to designate from time to time which portions of the Baggage System are to be used in conjunction with particular aircraft operations;
- (b) To provide, at locations designated from time to time by DFW, skycap services and other customer services, and to provide other customer services that DFW allows in writing, which will not include concessions in competition with services provided or contracted by DFW;
- (c) To use the FIS Facility for AIRLINE and its passengers, subject to fees charged for each individual by the Federal Inspection Service, in addition to costs charged to AIRLINE pursuant to Article V; and
- (d) To use such parts of the Terminals, including without limitation means of access, as may be reasonably necessary to AIRLINE for communications, utilities, or other AIRLINE FF&E, subject to the availability of space as determined by DFW in its reasonable discretion, and subject to DFW's requirements for AIRLINE to provide engineering work, DFW's requirements for the execution of separate leases or permits with appropriate and nondiscriminatory rentals and fees, and

DFW's requirements for removal upon expiration or termination of this Agreement.

SECTION 4.3 SURRENDER OF POSSESSION, REMOVAL OF FF&E, AND RESTORATION OF PROPERTY

(a) AIRLINE will not waste, destroy, demolish or alter any part of the Leased Premises, the Terminals, the Airfield, or the Airport without express written consent from DFW. Upon expiration or termination of this Agreement, or if AIRLINE ceases use of part of the Terminals or the Airfield, AIRLINE will peaceably surrender possession thereof or cease use thereof, without destruction or waste.

(b) AIRLINE may remove AIRLINE FF&E from the Leased Premises, or from elsewhere within the Terminals or on the Airport, at any time during the term of this Agreement, and will remove it upon expiration or termination of this Agreement, or upon AIRLINE's displacement from part or all of the Leased Premises or from elsewhere within the Terminals or on the Airport. Any such property remaining thirty (30) days after DFW gives written notice to remove it will be deemed to be abandoned by AIRLINE, and, at the option of DFW, (a) will become the property of DFW at no cost to DFW; (b) will be stored by DFW, at the cost of AIRLINE; or (c) will be sold at a public or private sale at the cost of AIRLINE, with the net proceeds to become the property of DFW.

(c) Upon expiration or termination of this Agreement, DFW may require AIRLINE, at AIRLINE's expense, to remove AIRLINE improvements to the Leased Premises and to restore the Leased Premises to Rentable Condition.

SECTION 4.4 MAINTENANCE AND SERVICES

The areas of responsibility of DFW and AIRLINE for maintenance (including janitorial) and repairs within the Terminals, including the Leased Premises, the appurtenant Terminal Aircraft Apron Area, and the appurtenant DFW FF&E, are set forth in Exhibit H. DFW will provide or cause to be provided reasonably necessary Utilities. The cost of all such maintenance, repairs and services will be paid as set forth in this Agreement or in the Schedule of Charges. AIRLINE will comply with DFW procedures and policies for garbage collection and utility delivery. DFW will not be liable in damages of any kind for any disruption in Utilities, services or failure to perform maintenance or repairs, even if resulting from negligence by DFW, however, DFW will use commercially reasonable efforts to restore any

disruption in Utilities, or other essential services, including providing a means of transporting passengers between Terminals or to and from Terminals; and the costs incurred by DFW and allocated to AIRLINE as set forth below will be payable by AIRLINE without abatement, offset or credit, regardless of disruptions, even if resulting from negligence by DFW. No such disruption or failure to perform will be deemed a constructive eviction or breach of quiet enjoyment. Except as may be agreed in writing by DFW and AIRLINE, AIRLINE has no control over DFW's performance of maintenance, repairs and services, and no partnership or other joint enterprise between the parties is to be implied. All maintenance will be in accordance with DFW Terminal Maintenance Standards as set forth in Exhibit G.

ARTICLE V -RENTALS, FEES AND CHARGES

SECTION 5.1 ESTABLISHMENT OF COST CENTERS

DFW will maintain an accounting system that will segregate revenues and expenditures into various Cost Centers and Sub-cost Centers to provide a basis for developing Airline Rates and Charges. At a minimum, DFW's accounting system will track the following Cost Centers and Sub-cost Centers:

(a) "Airfield Cost Center" - includes all existing and future runways, taxiways, taxi lanes, airfield grounds, navigational aids, and land, equipment, all aircraft parking, other than aircraft parking that is included in either the Terminal or the DFW Cost Centers, fueling facility, general aviation facilities, and fixtures, facilities and appurtenances associated with the Airfield.

(b) "Terminal Cost Center" - includes the passenger terminals and spaces associated with the Terminals, such as airline space, non-airline space, public space, terminal support space, vacant space, Federal Inspection Services (FIS) facilities, decommissioned space, unconditioned space, and all land, equipment, fixtures, appurtenances and infrastructure associated with the Terminals, including aircraft parking adjacent to the Terminals as set forth on Exhibit C, but specifically excluding DFW's people mover system - Skylink. The following Sub-cost Centers are included in the Terminal Cost Center:

(i) "Airline Leased Space" - includes preferentially-leased ticket counters, gates, and associated support facilities.

- (ii) "Common Use Space" - includes the common use ticket counters, gates, and associated support facilities.
 - (iii) "FIS Facilities" - includes the international areas of the Terminals utilized for processing international passengers and their baggage for purposes of clearing U.S. Customs and Immigration.
 - (iv) "Vacant/Leasable Space" - includes those areas of the Terminal that are vacant and available for lease by Signatory Airlines or others.
- (c) "DFW Cost Center" includes all land and facilities other than land and facilities included in the Airfield Cost Center and Terminal Cost Center, and includes the following two Sub-cost Centers:
- (i) "Passenger Services" – includes parking (and associated busing), Skylink, the rental car facility (excluding revenues and expenditures of the Facility Improvement Corporation), ground and employee transportation, and terminal concessions; and
 - (ii) "Commercial Development" – includes commercial development, such as cargo, hangar, maintenance and other facilities (and the adjacent aircraft parking associated with such facilities), non-terminal concessions, hotels, non-terminal/airfield utilities and all other leased and unleased land and facilities not included in other Cost Centers, but excluding projects funded through the Public Facility Improvement Corporation, Facility Improvement Corporation, or other similar financing mechanisms.
- (d) The Indirect Cost Centers include:
- (i) "Overhead" – includes O&M expenses, cost and liabilities associated with the operation of the Airport that are not directly chargeable to other Cost Centers, including, but not limited to, non-direct employee related costs, insurance, pensions, information technology and communications, other general administrative costs, roadways, tunnels and bridges, Utilities used by DFW, grounds, roadway costs (other than roadway costs for the sole purpose of commercial development), and other Airport facilities, rail stations, infrastructure, and systems not directly chargeable to the Terminals or the Airfield.
 - (ii) "Department of Public Safety" or "DPS" Expenses – includes O&M Expenses, costs and liabilities associated with those functions and services related to the

safety, security, and fire rescue at DFW, less any revenues directly derived from DPS activities.

SECTION 5.2 PREPARATION OF AIRLINE RATES AND CHARGES

(a) Each Fiscal Year, DFW will prepare a schedule of Airline Rates and Charges based on budgeted revenues and expenditures for the following Fiscal Year pursuant to the methodology described in Sections 5.5 through 5.9.

(b) Proposed Airline Rates and Charges will be made available to the Signatory Airlines before the Fiscal Year in which they become effective, as described in Section 5.3.

SECTION 5.3 ANNUAL BUSINESS PLAN AND BUDGET

(a) DFW will provide the Signatory Airlines preliminary draft operating budget projections forty five (45) days prior to anticipated Board approval of the Annual Budget. During that period, the Signatory Airlines will be given an opportunity to review, question, and comment on information submitted. DFW will reasonably respond to Signatory Airline questions regarding the preliminary draft operating budget prior to approval by the Board. As part of this submission DFW will provide the following items:

- (i) Actual Gross Revenues, O&M Expenses, Overhead, DPS Expenses, Debt Service, Incremental Coverage, passengers, landed weights, and operations for the previous Fiscal Year.
- (ii) A comparison of budgeted Gross Revenues, O&M Expenses, Overhead, DPS Expenses, Debt Service, Incremental Coverage, passengers, landed weights, and operations for the current Fiscal Year and the next Fiscal Year.
- (iii) Airline Rates and Charges for the next Fiscal Year for the Signatory Airlines in sufficient detail to understand the rate calculation, including comparisons between the projections for the current Fiscal Year's actual revenues and expenses, where available, at a summary level with the next Fiscal Year's Annual Budget, and an explanation of major variances.
- (iv) Statements of Net Assets; Statements of Revenue, Expenses and Changes in Net Assets; and Statements of Cash Flows for the prior two (2) Fiscal Years (audited).

(b) DFW will provide preliminary five (5) year business projections thirty (30) days before anticipated Board approval of the Annual Budget. This submission will include summarized financial and passenger projections, projected major capital projects and capital expenditures, projected debt outstanding and new debt issuances, and estimated cost per enplanement, together with the major underlying assumptions.

(c) DFW will provide final Airline Rates and Charges within three (3) business days after Board approval.

(d) DFW will provide the proposed Schedule of Charges for the next Fiscal Year no later than September 10th of each year.

(e) In order for DFW to prepare its business projections and operating budget, AIRLINE will provide to DFW the following information no later than April 30 of each year:

- (i) Projected landed weights and operations for the next Fiscal Year, by aircraft type; and, if AIRLINE uses common use gates, projected turns per gate used.
- (ii) Projected total passengers for the next Fiscal Year, including breakouts by originating, destination and connecting passengers; and domestic and international passengers.

SECTION 5.4 YEAR END RECONCILIATION AND PRIOR PERIOD RATE ADJUSTMENTS

(a) At the end of each Fiscal Year, DFW will reconcile the budgeted and actual Airfield Net Cost and Airline Terminal Rents according to the methodologies described in Sections 5.5 through 5.9. At the end of each Fiscal Year, DFW will reconcile the budgeted and actual revenues and expenditures of the DFW Cost Center.

(b) No later than six (6) months after the end of each Fiscal Year, DFW will provide AIRLINE with a final annual audit report prepared, and certified by an Independent Accountant, in accordance with generally accepted accounting principles.

(c) Airfield Net Cost Reconciliation

- (i) If the actual Airfield Net Cost for the Fiscal Year was less than the budgeted Airfield Net Cost for the same period, the resulting Prior Period Rate Adjustment Amount will be applied during the Mid-Year Adjustment as a credit to the Airfield Cost Center.
- (ii) If the actual Airfield Net Cost for the Fiscal Year was greater than the budgeted Airfield Net Cost for the same period, the resulting Prior Period

Rate Adjustment Amount will be applied during the Mid-Year Adjustment as an incremental charge to the Airfield Cost Center.

(d) Airline Terminal Rent Reconciliation

- (i) If the actual Airline Terminal Rents for the Fiscal Year were less than the budgeted Airline Terminal Rents for the same period, the resulting Prior Period Rate Adjustment amount will be applied during the Mid-Year Adjustment as a credit to the Terminal Cost Center.
- (ii) If the actual Airline Terminal Rents for the Fiscal Year were greater than the budgeted Airline Terminal Rents for the same Fiscal Year, the resulting Prior Period Rate Adjustment amount will be applied during the Mid-Year Adjustment as an incremental charge to the Terminal Cost Center.

SECTION 5.5 CHARGING AND ALLOCATION METHODOLOGY

(a) O&M Expenses will be charged directly to the respective Cost Centers and Sub-cost Centers generating the O&M Expenses.

(b) DPS Expenses will be budgeted and charged to Direct Cost Centers and Sub-cost Centers in a Fiscal Year based on actual usage by cost center of DPS services during the prior Fiscal Year (e.g., the allocation budget for DPS Expense in the FY 2013 will be budgeted in FY 2012, and based on the actual results of the prior Fiscal Year, FY 2011).

(c) Overhead will be allocated to Direct Cost Centers and Sub-cost Centers based on the total amount of O&M Expenses, including Allowable Maintenance Costs, and DPS Expenses of each Direct Cost Center and Sub-cost Center.

(d) Existing Debt Service will be allocated among Direct Cost Centers and Sub-cost Centers as follows:

- (i) Airfield Cost Center – sixty percent (60%)
- (ii) Terminal Cost Center – eleven percent (11%)
- (iii) DFW Cost Center – twenty-nine percent (29%)
- (iv) Passengers Services Sub-cost Center – twenty-five percent (25%)
- (v) Commercial Development Sub-cost Centers – four percent (4%)

(e) Future Debt Service – Joint Capital Account. Future Debt Service on Joint Revenue Bonds issued to supplement funding of projects funded from the Joint Capital Account will be allocated to the respective Cost Centers and Sub-cost Centers based on the total costs of such projects, net of PFCs or grants used to pay such costs, divided by the total

of: the costs, net of PFCs and grants, of all projects funded from the Joint Capital Account after September 30, 2010, plus TRIP costs incurred prior to September 30, 2010, plus non-TRIP Project costs incurred prior to September 30, 2010 for which Joint Revenue Bonds are issued subsequent to September 30, 2010 for the purpose of reimbursing the Joint Capital Account for such costs.

(f) Future Debt Service – DFW Capital Account. Future Debt Service on Joint Revenue Bonds issued by DFW to supplement funding of projects funded from the DFW Capital Account will be allocated to the Sub-cost Centers within the DFW Cost Center based on the use of proceeds of such Joint Revenue Bonds.

(g) Incremental Coverage will be allocated among the Cost Centers and Sub-cost Centers based on the requirement giving rise to the need to charge such Incremental Coverage.

(h) Gross Revenues – except as provided below, all Gross Revenues will be credited directly to the Cost Centers and Sub-cost Centers generating the revenues.

(i) Miscellaneous Gross Revenues will be allocated to the Commercial Development Sub-cost Center.

SECTION 5.6 CALCULATION OF LANDING FEES

(a) The “Airfield Net Cost” will be calculated for each Fiscal Year as follows:

	Airfield O&M Expenses
+	Allocable Overhead
+	Allocable DPS Expenses
+	Allocable Debt Service
+	Allocable Incremental Coverage
+(-)	Any Capital Threshold Adjustment Amount
+(-)	Any Prior Period Rate Adjustment Amount
<hr/>	
=	Total Airfield Cost
<hr/>	
-	Airfield Revenues (other than Landing Fees)
<hr/>	
=	Net Airfield Cost
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A pro forma calculation of the FY 2011 Airfield Net Cost is included in Exhibit F.

(b) The Landing Fee Rate per 1,000 pounds will equal the budgeted Airfield Net Cost divided by the budgeted total landed weights of all Aircraft Operations multiplied by 1,000.

(c) Landing Fees for each aircraft landed by AIRLINE at the Airport will equal the product of the Landing Fee Rate times the Maximum Approved Landing Weight of such aircraft.

(d) Capital Threshold Adjustment Amounts

- (i) If Net Revenues from the DFW Cost Center are budgeted to be less than the Lower Capital Threshold, then the resulting Capital Threshold Adjustment Amount will be budgeted as a charge to the Airfield Cost Center and transferred to the DFW Capital Account from the Airfield Cost Center at the end of the Fiscal Year in which such amount is received.
- (ii) If Net Revenues from the DFW Cost Center are budgeted to be more than the Upper Capital Threshold, then seventy-five percent (75%) of the difference will be budgeted as credit to the Airfield Cost Center and transferred from the DFW Capital Account to the Airfield Cost Center at the end of the Fiscal Year in which such amount is received.
- (iii) If the Cumulative Capital Threshold is budgeted to be exceeded, then fifty percent (50%) of the resulting Capital Threshold Adjustment Amount will be budgeted as a credit to the Airfield Cost Center and transferred from the DFW Capital Account to the Airfield Cost Center at the end of the Fiscal Year and fifty percent (50%) will be transferred to the Joint Capital Account at the end of the Fiscal Year in which such Capital Threshold is exceeded.

SECTION 5.7 CALCULATION OF TERMINAL RENTS

(a) "Total Terminal Cost" will be calculated for each Fiscal Year as follows:

- Terminal O&M Expenses
- + Allocable Overhead
- + Allocable DPS Expenses
- + Allowable Maintenance Costs
- + Allocable Debt Service

$$\begin{array}{rcl}
+ & \text{Allocable Incremental Coverage} & \\
+(-) & \text{Any Prior Period Rate Adjustment Amount} & \\
\hline
= & \text{Total Terminal Cost} & \\
===== & &
\end{array}$$

(b) "Airline Terminal Rents" will be calculated in total for all Signatory Airlines each Fiscal Year as set forth below. Each Signatory Airline will be charged Rents based on its share of Airline Leased Space in each of the Terminals.

$$\begin{array}{rcl}
& \text{Total Terminal Cost} & \\
- & \text{TSA Rents} & \\
- & \text{Concessions O\&M Reimbursements} & \\
- & \text{Catering Fee Credit} & \\
- & \text{DFW Contribution Before Credit Addback} & \\
- & \text{Annual Capital Transfer} & \\
- & \text{Total FIS Facility Revenues} & \\
- & \text{Common Use Space Revenues} & \\
\hline
= & \text{Net Terminal Cost Before Credits} & \\
& \text{Divided by Total Airline Leased Sq. Ft. (for each Terminal)} & \\
\hline
= & \text{Airline Terminal Rents before Credits} & \\
- & \text{Allocable AA Maintenance Credit} & \\
- & \text{Allocable Terminal A/C Rent Credit} & \\
- & \text{Allocable Terminal E Rent Credit} & \\
\hline
= & \text{Airline Terminal Rents (for each Terminal)} & \\
===== & &
\end{array}$$

(c) For purposes of the foregoing calculations:

- (i) "American Airlines (AA) Maintenance Credit" means the terminal rent credit provided to American Airlines for Allowable Maintenance Costs of Terminals A and C.

- (ii) "Annual Capital Transfer" means the amount of funds transferred from the Joint Capital Account each Fiscal Year to the Terminal Cost Center. The Annual Capital Transfer for each Fiscal Year will be the following amounts through FY 2017:

Twenty-eight million dollars (\$28,000,000) in FY 2011
 Twenty-four million dollars (\$24,000,000) in FY 2012
 Twenty million dollars (\$20,000,000) in FY 2013
 Sixteen million dollars (\$16,000,000) in FY 2014
 Twelve million dollars (\$12,000,000) in FY 2015
 Eight million dollars (\$8,000,000) in FY 2016
 Four million dollars (\$4,000,000) in FY 2017

- (iii) "DFW Contribution" means the amount to be transferred from the Passenger Services Sub-cost Center to the Terminal Cost Center each Fiscal Year, which will be calculated for each Fiscal Year as follows:

$$\begin{array}{rcl}
 & \text{Total Terminal Cost} & \\
 & \text{Divided by Total Airline Leasable Square Footage} & \\
 & \hline
 = & \text{Base Terminal Rental Rate} & \\
 \times & \text{DFW Square Footage} & \\
 & \hline
 = & \text{DFW Base Contribution} & \\
 - & \text{Common Use Space Revenues} & \\
 - & \text{Concessions O\&M Reimbursement} & \\
 - & \text{DFW FIS Revenues} & \\
 & \hline
 = & \text{DFW Net Contribution} & \\
 \times & \text{80\% (DFW's Allocation)} & \\
 & \hline
 = & \text{DFW Contribution Before Credit Addback} & \\
 + & \text{Terminal A/C Rent Credit} & \\
 + & \text{Terminal E Rent Credit} &
 \end{array}$$

= DFW Contribution

=====

- (iv) "DFW FIS Revenues" means the amount calculated for each Fiscal Year as follows:

$$\begin{array}{lcl} \text{FIS Facility} & \text{DFW Square Footage} & \\ \text{Revenues} & \times \frac{\text{Total Airline Leasable Square Footage}}{\text{Total Airline Leasable Square Footage}} & = \text{DFW FIS Revenues} \end{array}$$

- (v) "Terminal A/C Rent Credit" means the terminal rent credit provided to American Airlines for so long as it is operating in Terminal A and C and the American Airlines Facility Improvement Corporation Debt is outstanding and payable, or American Airlines has accepted the debt as a liability in a bankruptcy proceeding, as of October 1 of that Fiscal Year. This credit will equal a total of four million eight hundred and sixty thousand dollars (\$4,860,000) for each Fiscal Year through 2017.
- (vi) "Terminal E Rent Credit" means the terminal rent credit provided to lessees of Terminal E. The Terminal E Credit will equal six hundred twenty-five thousand dollars (\$625,000) for each Fiscal Year through 2017 provided that American Airlines Facility Improvement Corporation Debt is outstanding and payable, or American Airlines has accepted the debt as a liability in a bankruptcy proceeding, as of October 1 of that Fiscal Year.
- (d) A pro forma calculation of FY 2011 Terminal Rentals is included in Exhibit E.

SECTION 5.8 CALCULATION OF OTHER AIRLINE RATES AND CHARGES

- (a) "Federal Inspection Services (FIS) Facility Fees" will equal the budgeted FIS Facility Net Cost divided by total budgeted Deplaning Passengers using the FIS Facility.
- (b) "FIS Facility Net Cost" for each Fiscal Year will be calculated as follows:

Total Terminal Costs less Future Debt Service and Incremental
Coverage thereon allocable to Terminal

X FIS Facility Sq Ft divided by Total Terminal Sq Ft

= FIS Facility Net Cost
=====

(c) "Common Use Space Revenues" will include office space rentals for Non-Signatory Airlines, TSA and other non-airline tenants, and Common Use turn fees. Common Use turn fees for FY 2011 will be calculated by increasing the Common Use turn fees for Terminal D as set forth in the Schedule of Charges for Fiscal Year 2010 by ten percent (10%); and increasing the Common Use turn fees for Terminals B and E as set forth in the Schedule of Charges for Fiscal Year 2010 by forty-three percent (43%); and thereafter will be calculated by increasing or decreasing such Common Use turn fees in each Fiscal Year by the same percentage as the percentage change in the Airline Terminal Rents before Credits from the prior Fiscal Year.

(d) "DFW Ground Rental Rate" for Signatory Airlines will be twenty-five thousand dollars (\$25,000) in Fiscal Year 2011, adjusted each Fiscal Year thereafter by CPI.

SECTION 5.9 OTHER FEES AND CHARGES

(a) Schedule of Charges. DFW will have the right to establish, and will publish in its Schedule of Charges, fees and charges for other activities, products or services provided at the Airport and included in the DFW Cost Center. The pricing decisions for these products and services will be at DFW's discretion; provided, however, that any fees and charges paid by the Signatory Airlines will be calculated on a cost recovery basis, and provided, further, that DFW will provide to the Signatory Airlines the data used in such cost recovery calculation. Notwithstanding the foregoing, the following applies with respect to Terminal utility rates which may be charged to the Signatory Airlines:

- (i) As there is no separate charge for the use of the HVAC system, potable water, sewer and trash removal, O&M expenses and future debt service, if any, related to the HVAC, potable water, sewer and trash removal system are allocable to the Terminal Cost Center.

- (ii) Existing debt service related to the HVAC system, potable water, sewer, and trash removal is deemed to be included in the allocation of existing debt service to the Terminal Cost Center per Section 5.5(d).
- (b) AIRLINE Information. AIRLINE will provide such information as DFW may request in order to establish the Schedule of Charges, which information will include such things as, but not be limited to, employee headcounts for the employee transportation charge, projected landed weights, passengers and operations for the next Fiscal Year.

SECTION 5.10 ADJUSTMENTS TO RATES AND CHARGES

(a) If during any Fiscal Year, DFW anticipates that collected revenues from the Airfield Cost Center or Airline Leased Space, Common Use Space or FIS Facilities Sub-cost Centers will be insufficient, by an amount of three percent (3%) or greater, to cover the projected expenses for that Cost Center or Sub-cost Center, then DFW may, without Signatory Airline approval, increase rates or fees during such Fiscal Year in an amount sufficient to recover the shortfall by the end of such Fiscal Year. DFW may also lower rates at any time without Signatory Airline approval.

(b) No later than April 1 of each Fiscal Year, DFW will adjust Airline Rates and Charges to reflect the results of the year-end reconciliation performed pursuant to Section 5.4.

(c) Notwithstanding anything to the contrary, nothing herein will limit the ability of DFW to adjust rates, fees and charges, including Landing Fee Rates, from time to time, in order to meet the requirements of the Bond Ordinances, including, without limitation, debt service reserve fund adjustments, the rate covenant, and flow of funds requirements under the Bond Ordinances.

(d) Significant One-Time Costs – If DFW incurs a significant one-time cost during the term of this Agreement (e.g., implementation of a new Government Accounting Standards Board promulgation) that would result in a significant one-time cost to the rate base, DFW may, at its sole discretion, choose to allocate that cost over a reasonable period.

(e) DFW will provide the Signatory Airlines a minimum of twenty-five (25) days notice of any increase in Airline Rates and Charges or in the Schedule of Charges.

SECTION 5.11 ESTABLISHMENT OF CAPITAL ACCOUNTS

The following accounts within the Capital Improvement Fund are hereby established:

(a) DFW Capital Account. The DFW Capital Account may be used at DFW's discretion to fund any Airport costs and projects, and if necessary, to reimburse the Public Facility Improvement Corporation (PFIC); provided, that, funds may not be used from the DFW Capital Account to fund any costs of the Commercial Development Sub-Cost Center, or projects the costs of which are allocable to the Commercial Development Sub-cost Center, except Commercial Development Sub-cost Center Permissible Projects, in an amount not to exceed the lesser of:

- (i) the amount by which the Net Revenues of the DFW Cost Center deposited in the DFW Capital Account for the preceding Fiscal Year exceeded the Lower Capital Threshold amount; and
- (ii) the total Net Revenues of the Commercial Development Sub-cost Center for the preceding Fiscal Year deposited in the DFW Capital Account.

(b) Joint Capital Account. The Joint Capital Account will be used to fund projects included in the Terminal Renewal and Improvement Program and the Non-TRIP Capital Projects, to make Annual Capital Transfer payments, and to fund other future capital projects that may be undertaken by DFW subject to approval of the Signatory Airlines pursuant to Section 6.1, and the exceptions to such approval set forth therein.

(c) Rolling Coverage Account. The Rolling Coverage Account will be used to satisfy the requirements of the Bond Ordinances.

SECTION 5.12 INITIAL FUNDING OF CAPITAL AND RESERVE ACCOUNTS

The Capital and Reserve Accounts will be funded as of the Commencement Date as follows:

- (a) DFW Capital Account.
 - (i) Thirty-two million dollars (\$32,000,000) of Existing Capital Funds will be deposited into the DFW Capital Account.
 - (ii) Assigned and committed cash balances for all capital projects not assigned to the Joint Capital Account will be deposited into the DFW Capital Account.
- (b) Joint Capital Account.
 - (i) All remaining Existing Capital Funds, net of the amount necessary to initially fund the Rolling Coverage Account, will be deposited into the Joint Capital Account.

- (ii) Assigned and committed cash balances for the Terminal Renewal and Improvement Program and the Non-TRIP Capital Projects listed in Exhibits A and B will be deposited into the Joint Capital Account.

- (c) Rolling Coverage Account.

The Rolling Coverage Account will be funded initially from Existing Capital Funds in the amount required by the Bond Ordinances.

- (d) Operating Reserve Account.

The Operating Reserve Account will be funded initially from amounts currently in the existing operating reserve account.

SECTION 5.13 ANNUAL FUNDING OF CAPITAL AND RESERVE ACCOUNTS

- (a) The DFW Capital Account will be funded each Fiscal Year as follows:

- (i) Net Revenues of the DFW Cost Center. The Net Revenues of the DFW Cost Center will be deposited into the DFW Capital Account, with the following exceptions:

1. To the extent actual Net Revenues of the DFW Cost Center, net of the DFW Contribution, at the end of the Fiscal Year are equal or exceed the Upper Capital Threshold, an amount equal to the Upper Capital Threshold will be deposited into the DFW Capital Account, and seventy-five percent (75%) of the amount in excess of the Upper Capital Threshold will be credited to the Airfield Cost Center as a Capital Threshold Adjustment Amount, and the remaining twenty-five percent (25%) will be deposited and retained in the DFW Capital Account.
2. To the extent that actual Net Revenues of the DFW Cost Center, net of the DFW Contribution, at the end of the Fiscal Year are less than the Lower Capital Threshold, all such Net Revenues will be deposited into the DFW Capital Account and the shortfall amount will be charged to the Airfield Cost Center as a Capital Threshold Adjustment Amount, to be collected from the Signatory Airlines and deposited into the DFW Capital Account.

- (ii) Interest Income. Interest income earned on the DFW Capital Account will be retained in the DFW Capital Account.

- (iii) Passenger Facility Charges (PFCs) and Grants. To the extent that capital projects funded from the DFW Capital Account are reimbursable from PFCs (pay-as-you-go) or grants, such PFCs and grant funds, will be deposited, upon receipt, into the DFW Capital Account.
 - (iv) Bond Proceeds. Bond proceeds may be used together with available cash in the DFW Capital Account to fund capital projects. Bond proceeds will be retained in and disbursed from a separate Bond Fund for accounting purposes in accordance with the Bond Ordinances.
 - (v) Cumulative Capital Threshold. To the extent that at the end of any Fiscal Year, the Unassigned Cash balance in the DFW Capital Account (excluding Net Revenues from the DFW Cost Center for the current Fiscal Year) exceeds the Cumulative Capital Threshold, the excess will be withdrawn from the DFW Capital Account and fifty percent (50%) will be credited to the Airfield Cost Center as a Capital Threshold Adjustment Amount and fifty percent (50%) will be deposited into the Joint Capital Account.
- (b) The Joint Capital Account will be funded each Fiscal Year as follows:
- (i) Proceeds from Sale of Natural Gas Royalties and Interests in Real Property. The initial flow of funds from the proceeds from the sale of interests in Airport real property will be controlled by federal law and regulations, by the Bond Ordinances, and by the 1968 Contract and Agreement between the Cities. However, to the extent net proceeds from the sale of surplus Airport land, or Airport natural gas or other mineral interests in Airport real property are received by DFW, they will be deposited into the Joint Capital Account.
 - (ii) Interest Income. Interest income earned on the Joint Capital Account will be retained in the Joint Capital Account.
 - (iii) Passenger Facility Charges (PFCs) and Grants. To the extent that capital projects funded from the Joint Capital Account are reimbursable from PFCs (pay-as-you-go) or grants, such PFCs and grant funds, will be deposited, upon receipt, into the Joint Capital Account.
 - (iv) Bond Proceeds. Bond proceeds may be used together with available cash in the Joint Capital Account to fund capital projects. Bond proceeds will be retained in and disbursed from a separate Bond Fund for accounting purposes in accordance with the Bond Ordinances.

(v) Cumulative Capital Threshold. In the event the Cumulative Capital Threshold is exceeded as described in Section 5.13(a)(v), fifty percent (50%) of the excess will be deposited into the Joint Capital Account.

(c) The Rolling Coverage Account will be funded each Fiscal Year as follows: Incremental Coverage collected each Fiscal Year pursuant to the requirements of the Bond Ordinances will be deposited into and retained in the Rolling Coverage Account.

(d) The Operating Reserve Account will be funded each Fiscal Year as follows: The amount necessary to maintain a ninety (90) day operating reserve calculated as twenty-five percent (25%) of ongoing cash expenditures, excluding pass-throughs, will be deposited into the Operating Reserve Account.

SECTION 5.14 PAYMENT PROCESSING and LATE PAYMENTS

Signatory Airlines may be required to submit payments electronically to DFW at DFW's discretion after consultation with the Signatory Airlines.

(a) Rentals, fees and charges assessed are due and payable upon presentation of monthly invoices for each such rental, fee, or charge. A late payment charge will be computed and applied to payments received by DFW after twenty (20) days from the date of the invoice for which payment is being made. The date payments are received by DFW will be the date presented to the bank (payments physically received after twelve (12) p.m. will be presented to the bank on the next business day).

(b) The amount due as liquidated damages for late payments is due and payable upon presentation of an invoice and will be determined in accordance with the following formula:

$$A \times B \times C/D = E$$

A: Annual rate of interest, which rate will be ten (10) percentage points above the rediscount rate charged member banks of the Federal Reserve Bank in Dallas, Texas, but not to exceed the Texas legal rate of interest, in effect on the first business day of the calendar quarter, including the month for which the payment is due.

B: Amount of the invoice due DFW.

C: Number of days the payment is late.

D: Number of days in the calendar year.

E: Liquidated damages for late payment.

(c) In the event of a dispute as to the amount to be paid, DFW may accept without prejudice the sum tendered and, if a deficiency is determined, the foregoing late payment charge will apply only to such deficiency. The Chief Financial Officer, or his or her designee, may waive, for good cause, any late payment upon written application.

SECTION 5.15 AIRLINE REPORTING OF LANDING FEES AND OTHER INFORMATION

For each and every landing of each and every aircraft landed by AIRLINE, or any of AIRLINE's Affiliates, at the Airport, AIRLINE will pay, or in the case of its Affiliates guarantee payment of, Landing Fees.

(a) To enable DFW to perform the computations required of it hereunder, DFW will determine, after consultation with the Signatory Airlines, which of the following two reporting methods is appropriate:

- (i) Either AIRLINE will furnish to DFW, not later than the fifth (5th) business day of each month, a flight activity statement, in a form to be determined by DFW and in conformity with FAA requirements, submitted (manually or electronically) by an authorized representative of AIRLINE, certifying the actual number of landings by type and model of aircraft landed by AIRLINE and its Affiliates at the Airport during the preceding month, or
- (ii) DFW will provide to AIRLINE, not later than the fifth (5th) business day of each month, a flight activity statement, electronically generated in conformity with FAA requirements, certifying the actual number of landings by type and model of aircraft landed by AIRLINE and its Affiliates at the Airport during the preceding month.

(b) The electronic format will be in the form of a portal or other method determined by DFW. After consultation with the Signatory Airlines, DFW will determine when the electronic format should begin.

(c) Upon receipt or provision of the foregoing data, DFW will promptly furnish AIRLINE an invoice for Landing Fees based on the activity of AIRLINE and its Affiliates during the preceding month. In the event AIRLINE furnishes the flight activity statement and pays DFW based on such data, DFW reserves the right to adjust the invoice accordingly based on an electronically generated flight activity statement.

(d) Other information required to be provided by AIRLINE will include:

- (i) Passenger traffic by Terminal broken out by:

1. Enplaned and deplaned
 2. Connecting, originating and destination passengers. The sum will equal total passengers
 3. Local revenue, direct transit and non-revenue passengers
 4. FIS and non-FIS passengers
 5. Domestic and International passengers
- (ii) Air Freight in US tonnage broken out by:
1. Enplaned and deplaned
 2. Domestic, charter and international freights
- (iii) Air Mail in US tonnage broken out by:
1. Enplaned and deplaned
 2. Domestic, charter and international mail

SECTION 5.16 SECURITY DEPOSITS

If AIRLINE has not maintained continuous scheduled air service at the Airport for at least two (2) years prior to this Agreement, or if, AIRLINE or any of AIRLINE's Affiliates fail to timely pay Rents or Landing Fees twice in a twelve (12) month period, AIRLINE will provide DFW with a security deposit equal to Rents and Landing Fees that DFW estimates AIRLINE and its Affiliates will incur during the following three month period, which requirement will be suspended upon completion of one year of continuous scheduled air service at the Airport without another payment default by AIRLINE or any of its Affiliates. The security deposit may be either a letter of credit or a surety bond, issued by an institution and in a form acceptable to DFW, and DFW will at all times be authorized to apply any security deposit towards any outstanding obligations of AIRLINE or any of its Affiliates at the Airport. If AIRLINE's security deposit is used to cure a monetary obligation or to cure any other event of default, AIRLINE will promptly replenish the depleted security deposit to an amount equal to its security deposit obligation pursuant to this Agreement. DFW reserves the right to waive the requirement of a security deposit.

SECTION 5.17 AFFILIATES

AIRLINE will designate its Affiliate(s) in writing and will serve as financial guarantor solely for Rent, Landing Fees and other fees incurred by any such Affiliate at the Airport while operating as AIRLINEs designated Affiliate hereunder. AIRLINE may at any time give the DFW sixty (60) days prior written notice that such an air transportation company otherwise meeting the definition of an "Affiliate" hereunder will no longer be considered an Affiliate of AIRLINE for purposes of this Agreement, and any guaranty by AIRLINE of such Affiliate's Rent, Landing Fees and other fees will terminate and be ineffective as to any amounts incurred by such air transportation company after the effective date of termination of "Affiliate" status. All Affiliates will enter into separate operating agreements with the DFW and will secure their own aviation insurance for liability purposes. The written designation of an Affiliate must include the written consent of the proposed Affiliate, and the termination of Affiliate status will not become effective until written notice of such termination by either Air Carrier is received by DFW.

During such period of time that an air transportation company is an Affiliate of AIRLINE in accordance with the terms hereof, such Affiliate (1) will have the same rights to use AIRLINE's Leased Premises and the Airport as AIRLINE; and (2) will be charged at the same Terminal rental rates and Landing Fee Rates as AIRLINE without payment of any non-signatory premiums.

An Affiliate will not be entitled to an MII vote as a result of its Affiliate relationship with AIRLINE; however, such Affiliate's landed weight or passengers, as applicable, will be added to those of AIRLINE for purposes of such AIRLINE's participation in an MII vote.

An Affiliate's flights operated from AIRLINE's Leased Premises will count towards satisfaction of the gate utilization standards contained in Exhibit D.

AIRLINE will be responsible for reporting its Affiliate's operations, and will be responsible for the payment of all Landing Fees, Rents, and other fees of such Affiliate.

ARTICLE VI – AIRPORT DEVELOPMENT, CAPITAL PROJECTS, AND MAJORITY-IN-INTEREST

SECTION 6.1 MII APPROVAL REQUIREMENT

(a) Expenditures funded through the use of the Joint Capital Account or through the use of proceeds of Joint Revenue Bonds require approval of a Majority-in-Interest, except expenditures for the following purposes:

- (i) To comply with lawful orders or requirements of other authorities which are pertinent to the Signatory Airlines aircraft operations or are related to the issuance to DFW of federal grants or loans in aid of the Airport;
- (ii) To comply with lawful orders issued by a court of competent jurisdiction requiring the acquisition by DFW of additional lands or making of compensation to owners of adjoining lands for the taking thereof, or where a constructive taking has been found or threatened;
- (iii) Costs, expenses, damages and judgments incurred by or imposed upon DFW by reason of the ownership, operation, maintenance or use of the Airport;
- (iv) Casualty damage requiring new capital expenditures to the extent that such damage is not covered by insurance;
- (v) Expenditures for facilities required within the boundaries of the Airport (1) in the interest of Airport safety, (2) for overriding public necessity, or (3) by reason of other duties and obligations imposed by law on DFW or the Cities relating to the ownership and control of the Airport (except that facilities necessary for Airport safety, Airport sewage, drainage and waste, and Airport pollution abatement may be constructed outside the boundaries of the Airport); or
- (vi) Any other expenditures required by federal or state law or regulation, the Bond Ordinances, FAA grant compliance, environmental remediation or noise mitigation.

(b) In addition to the foregoing, DFW may fund any capital projects without approval of AIRLINE or an MII from any of the following sources of funding:

- (i) DFW Capital Account, subject to 5.11(a);

- (ii) Proceeds of Joint Revenue Bonds the debt service on which is allocable solely to the Commercial Development Sub-cost Center;
 - (iii) PFCs, CFCs or any other similar charge or fee; provided, however, that all PFCs up to and including the seven dollars and fifty cents (\$7.50) level will be applied to one of the following uses: (1) eligible debt service on Joint Revenue Bonds outstanding on the Commencement Date of this Agreement, (2) eligible debt service on Joint Revenue Bonds issued after such date to fund the TRIP or (3) eligible pay-as-you-go costs of the TRIP;
 - (iv) Federal, state or local grants;
 - (v) Private investments;
 - (vi) Proceeds of special facility bonds or other similar types of financing;
 - (vii) Proceeds of insurance or condemnation awards; or
 - (viii) Any other source that does not directly impact Airline Rates and Charges hereunder.
- (c) AIRLINE hereby gives its approval for the following projects to be funded from any lawful source, including without limitation the Joint Capital Account and the proceeds of Joint Revenue Bonds, without any further approval of AIRLINE or an MII:
- (i) One billion seven hundred and forty million dollars (\$1,740,000,000), stated in 2010 dollars, for the TRIP capital projects, subject to escalation as provided below. A Majority of Signatory Airline Tenants in Terminals B and C may choose to reduce the scope of the TRIP for such terminal, provided that the airlines may not remove mechanical, electrical, and plumbing renewal and replacement from the scope, including replacement of HVAC, controls and automation systems, chilled and hot water distribution systems, elevators and escalators, renovations to parking garages and carousel roads, electrical, lighting, data, information technologies, fire protection, fire alarm, and plumbing systems at a level consistent with the scope in Terminal A and E. The cost for Terminals B and C will be reduced for all purposes of this Section 6.1(c) for any reduction chosen pursuant to the foregoing sentence. The above approval as it relates to Terminals B and C may be revoked in its entirety by a Majority of the Signatory Airline Tenants in each Terminal if, for any year after the Commencement Date and prior to implementation of these capital projects for each Terminal, DFW enplanements fall to a level that is ten

percent (10%) or more lower than the level of the DFW enplanements for FY 2009.

The intent of the parties is to complete all capital projects included in the base scope of the TRIP as set forth in Exhibit A, which is the final scope identified in the schematic design phase of the TRIP. DFW agrees that it will not expend an amount in excess of the amounts shown on Exhibit A for each Terminal without securing MII approval, nor will DFW undertake projects beyond the base scope outside of the following review panel process. A review panel for each Terminal including DFW and Signatory Airline representatives for that particular Terminal will be established to determine broad budget categories of TRIP projects within each Terminal, to monitor TRIP progress and to confirm the amount of savings or overage realized in each category at the completion of each category. DFW will not use savings from one category to fund an overage from another category in a particular Terminal without the concurrence of the review panel. A defined process will be established by DFW and the Signatory Airlines for the review panel to monitor/achieve these tasks. Nothing in the defined process will limit DFW's ability to use realized savings from one project within one category, for another project within the same category, provided the base scope of such projects is not increased.

The review panel will also determine the point in the TRIP schedule at which the realized savings may be committed for any additional scope, as well as how much of the realized savings may be available for additional scope. Additional scope may be made up of projects from, but not limited to, the Add/Alt list on Exhibit A. Any expenditure of realized savings for additional scope may only be undertaken with approval by a Majority of the Signatory Airline Tenants for that particular Terminal. Additional scope in a Terminal may not exceed the amount of realized savings for each Terminal, unless approved by MII. Within Terminals A, B and C, savings realized in one of the three terminals may be may be used for additional scope in one or more of the other three terminals.

- (ii) Non-TRIP Capital Projects described on Exhibit B; provided, however, if the cost of an individual Non-TRIP Capital Project within a single category of Non-TRIP Capital Projects exceeds the estimated cost for such individual Non-TRIP Capital Project, funds from the other Non-TRIP Capital Projects within such category may be used to complete such Non-TRIP Capital Project; and provided, further, that If the aggregate cost of the approved Non-TRIP Capital Projects exceeds the aggregate cost described on Exhibit B for such Non-TRIP Capital Projects, DFW will either fund excess costs from the sources described in Section 6.1(b) or request an MII approval for additional funding;
- (iii) Design of the Terminal D north side extension and associated space, including the north hall ATO ticket counter expansion (collectively "the Terminal D North Extension");
- (iv) Upon the commencement of one additional scheduled wide body international arrival or departure within the hours of 1300 through 1600 using DFW Common Use Gates and the election by American Airlines or its successor not to return both gates D16 and D17 from its separate permit, the construction of the Terminal D North Extension, in an amount not to exceed ten million dollars (\$10,000,000), stated in 2010 dollars, and the design of the Terminal D south side extension and associated space, including the south hall ATO ticket counter expansion (collectively "the Terminal D South Extension"). The Terminal D North Extension will remain in the Leased Premises of American Airlines or its successor in interest, and the Gates and ticket counter will only be available to DFW for common use flights with international arrival or departure within the hours of 1300 through 1600. If requested by American Airlines, DFW will also construct replacement domestic Gates elsewhere on Terminal B that will be available for use prior to opening of the Terminal D North Extension.
- (v) Upon the commencement of either one (1) additional wide-body or two additional narrow-body scheduled international arrivals or departures using DFW Common Use Gates during the hours of 1300 through 1600, and the election by American Airlines, or its successor, not to return Gates D16 and D17 from its separate permit, then the construction of the Terminal D South

Extension, not to exceed four (4) Gates in an amount not to exceed twenty million dollars (\$20,000,000), stated in 2010 dollars, per Gate.

(d) Capital project cash flows will be escalated to the mid-point of construction for each terminal based on escalation factors of 2% in FY 2011, 3% in FY 2012, 3% in FY 2013 and 4% for each Fiscal Year thereafter.

SECTION 6.2 MII PROCEDURE

In any case of a capital project requiring approval by a Majority-In-Interest, DFW will submit the proposed capital project to the Signatory Airlines in sufficient detail (including cost estimates, the impact of cost on rentals, fees and charges, operating cost changes anticipated as a result of such project and preliminary drawings, if appropriate) to permit the Signatory Airlines to make an informed decision thereon. A capital project will be deemed approved: (i) upon the affirmative vote of a Majority-In-Interest as certified in writing by the Chairman of the Airline Advisory Board, or (ii) upon the passage of sixty (60) days from the date of submission of such project by DFW without the Signatory Airlines either voting on such project or failing to notify DFW of the result of such vote.

SECTION 6.3 AIRLINE ADVISORY BOARD

AIRLINE will appoint a representative to the Airline Advisory Board to act on its behalf with respect to all matters required hereunder to be approved by an MII of the Signatory Airlines. The result of an MII vote will be certified by the Chairman of the Airline Advisory Board, and all parties affected thereby may rely upon such certification as conclusively binding on AIRLINE. Under no circumstance will AIRLINE or the Airline Advisory Board be authorized to compel DFW to undertake any capital project. Any conditions that AIRLINE or the Airline Advisory Board attach to an MII approval of a proposal by DFW will be deemed a counterproposal that DFW is free to reject or accept in whole.

SECTION 6.4 DEFERRAL OF CAPITAL PROJECTS

DFW will have the discretion to defer the construction of projects anticipated in Article 6 hereof, provided DFW determines that the services or functions creating the demand for

additional facilities can be accommodated within the confines of existing facilities on the Airport, giving due consideration to overall Airport development, economy, efficiency and adequacy of facilities

ARTICLE VII – INSURANCE

SECTION 7.1 TYPES OF COVERAGE

During the Term and any extension thereof, AIRLINE will, at its sole cost and expense, obtain and maintain in full force and effect, and promptly pay all premiums, when due, for the following types of insurance in the amounts specified and in the form herein provided:

(a) General Liability Insurance/Aviation Liability. AIRLINE will maintain aviation liability insurance, including general liability insurance, in amounts not less than a Combined Single Limit of \$500,000,000 any one occurrence and in the aggregate where applicable for bodily injury (including death) to passengers and third parties and Property Damage. Coverage will include but not be limited to Premises operations; blanket contractual liability; personal injury, which coverage will be \$10,000,000; products and completed operations; aircraft non-owned liability; liability for vehicles on the restricted access areas of the Aircraft Operations Area (AOA) including baggage tugs, aircraft pushback tugs, provisioning trucks, air stair trucks, belt loaders and ground hangar keeper's liability. Explosion, collapse and underground property damage liability coverage's will not be excluded from such insurance coverage. The Board, DFW, and the Cities will be named as additional insured.

(b) Automobile Liability Insurance. AIRLINE will maintain commercial automobile liability insurance, with a limit of not less than \$10,000,000 each accident. Such insurance will cover liability arising out of any auto (including owned, hired, and non-owned autos).

(c) Workers Compensation. AIRLINE will maintain statutory workers compensation and employers liability insurance. The liability employer's limits for such policy will not be less than \$1,000,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

(d) Property Insurance. AIRLINE will maintain commercial property insurance covering the AIRLINE FF&E, tenant improvements and betterments within the Leased Premises, and the Terminal(s) in which the Leased Premises is located. Commercial property

insurance will, at minimum, cover the perils insured under the broad causes of loss form. Commercial property insurance will cover the replacement cost of the insured property. Any coinsurance requirement in the policy will be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form. The Board will be included as a loss payee to the extent of the interest of the Board under commercial property insurance. AIRLINE will purchase business income, business interruption, extra expense or similar coverage as part of this commercial property insurance.

(e) Contractors Insurance. Any contractor, construction manager or other party engaged by AIRLINE or subcontractor or other party engaged by a contractor, construction manager or other party that is engaged by AIRLINE, in either case, to perform any construction, renovations or repairs at the Airport will obtain and maintain in full force and effect during any construction period:

- (i) A commercial general liability insurance policy in minimum limits, unless otherwise specified, of \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage including a \$2,000,000 general aggregate.
- (ii) An automobile liability insurance policy covering owned, non-owned and hired vehicles of least \$500,000 per a combined single limit.
- (iii) A worker's compensation policy affording statutory coverage and containing statutory limits and employer's liability insurance at limits of \$500,000 per accident/\$500,000 each employee/\$500,000 policy limit.
- (iv) Professional liability insurance will be maintained when any architect, engineer or any other professional service performs, directly or indirectly, work for or on behalf of AIRLINE at Airport or involving AIRLINE's operations and/or the AIRLINE's Leased Premises with a \$1,000,000 policy limit.
- (v) Additional Coverage:
 - 1. Excess / Umbrella Liability (as applicable)
 - 2. Within Aircraft Operations Area \$10 M
 - 3. Secure/Sterile Side Operations (outside AOA) \$5 M

Coverage must apply in excess of all required primary Liability insurance, and must be at least as broad as the underlying Liability insurance.

(f) Liquor Liability Insurance. If alcoholic beverages are served or sold on the AIRLINE's Leased Premises, liquor liability insurance coverage will be maintained in an amount of \$3,000,000; provided, however, that no alcoholic beverages will be served or sold unless approved in writing by the DFW Airport Board.

SECTION 7.2 FORMS OF COVERAGE

(a) Insurance requirements and limits of coverage under this Lease may be amended by the Board as a result of increased risk, nature of work performed, losses sustained, and/or Board policy, industry and statutory changes.

(b) All policies will be written by insurance companies reasonably acceptable to the Board.

(c) All policies, except for workers compensation coverage and professional liability coverage, will designate the below mentioned parties as "Additional Insured," either by a "blanket additional insured" endorsement, or by specific endorsement.

"Dallas Fort Worth International Airport Board, the Cities of Dallas and Fort Worth, Texas, and their respective elected officials, boards, officers, employees, agents and representatives."

(d) All policies will waive the insurer's right of subrogation against said parties.

(e) All policies must be primary with respect to coverage provided for the Board and the other Additional Insureds.

(f) All policies must be non-contributory with other coverage or self-insurance available to the Board and the other Additional Insureds.

(g) AIRLINE will have its insurance agent(s), broker(s), or Insurer(s) enter policy information into www.Ins-Cert.com, and link AIRLINE's policy data to the BOARD. AIRLINE will be required to have its insurance data be current on [Ins-Cert.com](http://www.Ins-Cert.com) for the period of time AIRLINE is liable under this Lease, including under provisions hereof that survive the expiration or earlier termination of this Lease. AIRLINE further agrees to have its insurance agent(s), broker(s) or Insurer(s) properly register and use [Ins-Cert.com](http://www.Ins-Cert.com).

(h) All of AIRLINE's insurance policies will contain a provision that written notice will be given to the Board's Risk Management Department, at least thirty (30) days prior to

cancellation, except ten (10) days for non-payment of premium. In the event that AIRLINE is notified that an insurer intends to terminate or non-renew a policy or reduce coverage below the DFW's requirements, AIRLINE will arrange alternate coverage acceptable to the DFW to comply with DFW requirements and cause replacement coverage data to be obtained.

(i) Approval, disapproval or failure to act by the Board regarding any insurance obtained by AIRLINE will not relieve the AIRLINE of full responsibility or liability for damages and accidents as set forth herein. Neither will the bankruptcy, insolvency or denial of liability by the insurance company exonerate AIRLINE from liability.

ARTICLE VIII – CASUALTIES AND CONDEMNATION

SECTION 8.1 USE OF INSURANCE PROCEEDS TO REPAIR CASUALTY DAMAGE

(a) In the event that a casualty causes destruction of or damage to any portion of the Leased Premises of AIRLINE, or to DFW FF&E assigned to the Leased Premises, DFW will build, replace, or repair with due diligence with the proceeds of any insurance carried by DFW for the repair or replacement of said property, regardless of fault, unless AIRLINE and DFW agree that such repair or replacement would be imprudent under the circumstances. Notwithstanding said requirement, such insurance proceeds will be applied as specified in the Bond Ordinance. DFW will not be obligated by this Agreement to incur costs beyond the proceeds of insurance for the repair or replacement of any of its own property, regardless of fault.

(b) In the event that a casualty causes destruction of or damage to any property of DFW or the Cities insured by AIRLINE, AIRLINE will use the proceeds of any insurance carried by AIRLINE for the repair or replacement thereof, regardless of fault, unless AIRLINE and DFW agree that such repair or replacement would be imprudent under the circumstances. AIRLINE will not be obligated to incur costs beyond the proceeds of insurance for the repair or replacement of any of its own property, regardless of fault. AIRLINE will not be obligated to use the proceeds of insurance carried by AIRLINE to rebuild any part of a Terminal in which AIRLINE has no occupancy.

(c) Nothing in this Section will limit the liability of either party for the intentional or grossly negligent destruction of or damage to property of the other party. Nothing in this Section will presume that any particular insurance carried by either party covers any particular casualty. Nothing in this Section governs the type or form of insurance that either party is required to carry. Nothing in this Section, or in this Agreement in general, waives any immunities or limits on liability as provided by law.

SECTION 8.2 ABATEMENT OF RENTS AND FEES FOR CASUALTIES

(a) If destruction or damage to any portion of AIRLINE's Leased Premises renders any portion thereof untenable in whole or in part, and such destruction or damage is not the result of AIRLINE's negligence or willful act, AIRLINE's Rent and fees attributable to said portion of the Leased Premises will be abated from the date of such destruction or damage and continue until such portion of the Leased Premises is replaced or repaired. Any such abatement will be made on an equitable basis, giving consideration to the amount of area and character of the Leased Premises, the use of which is effectively denied to AIRLINE.

(b) In the event DFW and AIRLINE find it imprudent to rebuild, replace or repair such damage, the effected portions of the Leased Premises will be automatically deleted from the Leased Premises as of the date of such damage.

(c) If DFW, for reasons other than AIRLINE's negligence or willful act, prohibits the use of the Airfield or any substantial part thereof for air transport operations for a period of at least sixty (60) consecutive days, and if as a direct result thereof AIRLINE is prevented from conducting its normal operations in its Leased Premises, AIRLINE will be entitled to an abatement of its Rent and fees attributable to said portion of the Leased Premises. Such abatement will be made on an equitable basis, giving consideration to the amount of area and character of the Leased Premises, the use of which is effectively denied to AIRLINE.

SECTION 8.3 CONDEMNATION

If any exercise of the power of eminent domain takes any portion of the Leased Premises untenable, or renders it untenable, the affected portions of the Leased Premises will be automatically deleted from the Leased Premises as of the date of such taking.

ARTICLE IX – ASSIGNMENTS, SUBLEASES, AND MORTGAGES

SECTION 9.1 ASSIGNMENTS AND SUBLEASES

(a) DFW or the Cities may assign their rights under this Agreement to any successor, provided that the successor assumes the obligations of DFW and the Cities under this Agreement.

(b) As to the Airfield, which must legally be available on a nondiscriminatory basis to all qualified Aircraft Operators, AIRLINE's rights to operate may not be assigned or subleased. AIRLINE may not assign or sublease, in whole or in part, or otherwise transfer its rights concerning the Leased Premises without the express written consent of DFW; provided however, this Agreement may be assigned in its entirety without such consent to any successor-in-interest of AIRLINE with or into which AIRLINE may merge or consolidate, or which may succeed to the assets of AIRLINE or a major portion of its assets related to its air transportation system; and provided, further, that: (i) all assignments and subleases will be subordinate to all of AIRLINE's obligations under this Agreement, including without limitation the preferential use provisions; (ii) no assignment or sublease will be effective until the assignee or subtenant has assumed in writing AIRLINE's obligations with respect to the assigned portion of the Leased Premises and cured all AIRLINE defaults; and (iii) no consent to assignment or sublease by DFW will effect a release of AIRLINE unless expressly stated in the consent. The fact of an assignment or sublease, if approved by DFW, will not exempt the assignee or subtenant from the possible requirement of a security deposit pursuant to Section 5.17. The parties acknowledge that DFW FF&E currently designated for the use of the Leased Premises may be designated by DFW in its reasonable discretion for use by other Terminal facilities or other Air Carriers following assignment or sublease of the Leased Premises. Except with the express written consent of DFW, which may be withheld in DFW's reasonable discretion, no portion of the Leased Premises may be assigned or subleased to any entity other than an Air Carrier.

SECTION 9.2 LEASEHOLD MORTGAGE

AIRLINE may not grant any mortgage, encumbrance, pledge, hypothecation or other instrument granting a security interest in the Leased Premises of AIRLINE.

ARTICLE X – ENVIRONMENTAL MATTERS

SECTION 10.1 DEFINITIONS

For purposes of this Agreement, the following definitions will apply to environmental matters:

(a) “Baseline Environmental Assessment” or “BEA” shall mean a narrative report containing data or sampling analytical results sufficient to reveal the environmental condition and state of compliance of the soil and groundwater at and under the Leased Premises as of the date AIRLINE first occupies same or conducts operations thereon.

(b) “Concluding Environmental Assessment” or “CEA” shall mean a narrative report containing data or sampling analytical results sufficient to reveal the environmental condition and state of compliance of the soil and groundwater at and under the Leased Premises as of the date the AIRLINE vacates same or ceases operations thereon, and which compares same to the condition and state of compliance described in any relevant BEA. For purposes of comparison to any relevant BEA, methodologies used shall be EPA approved test methods.

(c) “DFW Environmental Rules” shall mean DFW Policies Procedures related to the environment, including, but not limited to Snow and Ice Plans, Aircraft De-icing Operations Plans, Spill Response Plans, Erosion Control Plans, recycling programs, energy conservation programs, natural resource conservation programs, sustainability programs, and Storm Water Pollution Prevention Plans.

(d) “Discharge” shall mean an act or omission by which Hazardous Materials, Solid Waste, Process Water, or any substances or materials regulated under Environmental Laws, now or in the future, are leaked, spilled, poured, deposited, or otherwise entered into

wetlands, groundwater, waters in the State of Texas, or waters of the United States, or by which those substances are deposited where, unless controlled or removed, they may drain, seep, run, or otherwise enter said waters.

(e) “EAD” shall mean DFW’s Environmental Affairs Department or any successor department with the same or similar responsibilities.

(f) “Environmental Impact Claim” shall mean any claim, suit, judgment, penalty, fine, loss, cost recovery action, administrative proceeding, request for information (when such request is by a governmental agency), order or citation by any governmental agency, notice, cost, or expense (including but not limited to documented costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, and reasonable fees of consultants, contractors, and attorneys) which arises out of, is related to, alleges, or is based on the presence, transportation, handling, treatment, storage, or Release, dispersal, disposal, emission, escape, Discharge, or migration of any Hazardous Material(s), Process Water, or Solid Waste, any other chemical, material, irritant, regulated substance, or toxic substance, whether solid, liquid, or gaseous in nature, or which has any adverse effect on wildlife. Environmental Impact Claim shall exclude personal injury, wrongful death, product liability, and environmental justice claims.

(g) “Environmental Indemnitees” shall have the meaning set forth in Section 10.8.

(h) “Environmental Law(s)” shall mean all existing and future federal, state, and local laws and permits, including without limitation the Cities Airport Code and all other statutes, ordinances, rules, orders and regulations relating to protection of the environment, wildlife, public health or public safety.

(i) “Environmental Site Inspection” or “ESI” shall mean a narrative report reflecting the observations and findings made by a representative or consultant of DFW during a physical walk-through of AIRLINE’s Leased Premises after AIRLINE has vacated any portion of the Leased Premises.

(j) “Greenhouse Gas” or “GHG” shall have the same definition as in the Mandatory Greenhouse Gas Reporting Rule (40 C.F.R. § 98.6 (2009)), as it may be amended from time to time.

(k) "Hazardous Material(s)" shall mean any substance regulated under or subject to Environmental Laws:

- (i) the presence of which requires investigation, abatement, response, removal, or remediation under any Environmental Law; or
- (ii) that is or becomes defined as a hazardous waste, hazardous substance, toxic substance, regulated substance, pollutant, or contaminant under any Environmental Law, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Water Code, or the Texas Health and Safety Code; or
- (iii) the presence of which on the Airport poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or
- (iv) that contains, sewage, gasoline, diesel fuel, petroleum hydrocarbons, natural gas liquids, ethylene glycol, propylene glycol, potassium acetate, polychlorinated biphenyls ("PCBs"), asbestos, lead paint, or urea formaldehyde foam insulation.

(l) "NPDES" shall mean the National Pollutant Discharge Elimination System.

(m) "Permitted Airline" shall refer to AIRLINE and any other Air Carrier that AIRLINE permits to use its Leased Premises or appurtenant Terminal Aircraft Apron Area, regardless of whether AIRLINE enters into a sublease or license with that Air Carrier, but excluding Air Carriers that AIRLINE is compelled by DFW to accommodate within AIRLINE's Leased Premises or appurtenant Terminal Aircraft Apron Area pursuant to the Preferential Use Rules and Procedures.

(n) "Process Water" shall mean water, other than storm water or rainwater, that during manufacturing, treating, processing, or cleaning, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by product, or waste.

(o) "Release" shall mean any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, or a threat of release such that a release may or could enter the environment.

(p) "Solid Waste" shall have the same meaning as in the Resource Conservation and Recovery Act and the Texas Health and Safety Code.

(q) "Sublessee" shall include anyone to whom AIRLINE leases any of its Terminal facilities, including but not limited to the Leased Premises and appurtenant Terminal Aircraft Apron Areas.

(r) "SWPPP" shall mean Storm Water Pollution Prevention Plan.

(s) "TPDES" shall mean the Texas Pollutant Discharge Elimination System.

(t) "Water in the State of Texas" shall have the same meaning as in Texas Water Code Section 26.001, as amended from time to time.

(u) "Waters of the United States" shall have the same meaning as in 40 C.F.R. Section 122.2, as amended from time to time

(v) All other terms used herein shall have the meaning set forth in Article I, "General Definitions."

SECTION 10.2 AIRLINE REPRESENTATIONS, WARRANTIES, AND COVENANTS

AIRLINE represents, warrants, and covenants the following:

(a) AIRLINE has obtained and throughout the term of this Agreement shall obtain and maintain all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws and shall provide any notices required under Environmental Laws for conducting its operations at the Airport during the term of this Agreement. AIRLINE shall require its employees, contractors, subcontractors, agents, licensees, Sublessees, Permitted Airlines, and other parties under AIRLINE's direction or control to obtain and maintain all applicable licenses, permits, registrations and other authorizations required by Environmental Laws in order to conduct their operations and activities at the Airport, including but not limited to construction.

(b) AIRLINE shall comply and shall require its employees, contractors and others under AIRLINE's direction and control to comply, and shall include in all subleases a provision requiring the Sublessee to comply and Sublessee's contractors,

subcontractors, employees, agents, licensees, and other parties under Sublessee's direction or control to comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Airport.

(c) AIRLINE shall comply and shall require its employees, contractors, subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines, and other parties under AIRLINE's direction or control, to comply, with all applicable DFW Environmental Rules, so long as such DFW Environmental Rules do not unreasonably affect AIRLINE's rights under this Agreement. Such DFW Environmental Rules shall be reasonable, nondiscriminatory and not in conflict with any Environmental Laws. Prior to final promulgation of any new or revised DFW Environmental Rule, DFW shall provide AIRLINES with reasonable notice of and opportunity to comment on such proposed DFW Environmental Rule. Copies of all DFW Environmental Rules shall be publicly available or provided by DFW to AIRLINE upon AIRLINE's request. Nothing herein shall prejudice the right of AIRLINE to undertake appropriate legal action to contest any DFW Environmental Rule.

(d) AIRLINE shall not cause or contribute to or allow or permit its contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines, or other parties under AIRLINE's direction or control to cause or contribute to:

- (i) any Release or Discharge of any Hazardous Material, Solid Waste, or Process Water at Airport, unless authorized by an Environmental Law or DFW Environmental Rule;
- (ii) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of AIRLINE at Airport, or those of its contractors, subcontractors, employees, agents, licensees, or Sublessees;
- (iii) any Release or Discharge which is a materially contributing cause of DFW exceeding the effluent limits of any individual storm water discharge permit issued to DFW, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable federal effluent limitation guideline; or
- (iv) any contamination or pollution of the soil, surface waters, or groundwater at or underlying the Airport.

(e) AIRLINE shall handle, use, store, dispose of, or otherwise manage, and shall require AIRLINE's contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control to handle, use, store, dispose of, or otherwise manage any Hazardous Material, Process Water, or Solid Waste at the Airport in a lawful and prudent manner and so as to prevent the Release or Discharge of any Hazardous Material, Process Water, or Solid Waste that does or may pollute or contaminate the environment, or that does or may adversely affect the health, welfare, or safety of persons whether located within the Leased Premises or elsewhere at the Airport. Without limiting the foregoing, AIRLINE shall not conduct or allow any contractors, subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control to conduct any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at any location at the Airport except in accordance with all applicable Environmental Laws and DFW Environmental Rules.

(f) AIRLINE shall be responsible for the proper removal and disposal of all Hazardous Materials generated by AIRLINE, or resulting from AIRLINE's use, activities, and operations, at the Airport, including those activities and operations conducted on AIRLINE's behalf by AIRLINE'S contractors, subcontractors, employees, agents, licensees, Sublessees, and by Permitted Airlines, or other parties under AIRLINE's direction or control. AIRLINE shall be responsible for the proper removal, transportation, and disposal of Hazardous Materials confiscated by the Transportation Security Agency ("TSA") or DFW's Department of Public Safety from AIRLINE's passengers.

(g) AIRLINE, prior to vacating or surrendering any portion of its Leased Premises for any reason, shall:

- (i) remove and dispose of any and all trash, debris, or waste generated by AIRLINE or its contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control;
- (ii) remove any and all above-ground containers and non-permanent structural controls owned by AIRLINE or its contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control, including, but not limited to,

removable filters, grates, above-ground tanks, and vessels located on AIRLINE's Leased Premises; and

- (iii) comply with applicable Environmental Laws and DFW Environmental Rules regarding the closing or removal from service of any underground or above-ground tanks, vessels, and containers operated or owned by AIRLINE or its contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control.

(h) AIRLINE shall have responsibility for the maintenance and upkeep of any structural controls (above-ground or below-ground) used to treat sanitary sewer waste and storm water runoff operated by AIRLINE on the Leased Premises during the term of this Agreement. Maintenance frequencies for structural controls shall be established in a manner to ensure effective operation and to prevent failures that could result in the discharge of pollutants. AIRLINE shall ensure that records of all inspections and preventative maintenance activities are maintained on-site and are readily available, for a period of three years, and which shall document the condition of the structural control, estimated volumes of solids and liquids removed, and information pertaining to parts repaired or replaced. Structural controls to be maintained shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, rain gardens, and retention/holding ponds. AIRLINE shall remove and properly dispose of any waste in said structural controls operated by AIRLINE prior to vacating the Leased Premises.

(i) AIRLINE understands and acknowledges that certain of its and DFW's future capital projects may require review or approval by the Federal Aviation Administration ("FAA"), the Environmental Protection Agency ("EPA"), or the Texas Commission on Environmental Quality ("TCEQ") or their successor agencies, pursuant to requirements imposed upon the Airport or DFW, including but not limited to State Implementation Plans, General Conformity Determinations, other requirements related to the status of the Dallas-Fort Worth region as non-attainment for ozone, and any reduction in Greenhouse Gas emissions. If requested by DFW, AIRLINE shall reasonably assist DFW in preparing such submittals as are required of DFW by FAA, EPA, or TCEQ, or their successor agencies, in

connection with AIRLINE'S future capital projects or in connection with DFW capital projects which benefit AIRLINE.

(j) AIRLINE shall require its employees, contractors, subcontractors, agents, licensees, Sublessees, and vendors to undergo such training as is required by applicable Environmental Laws and DFW Environmental Rules. AIRLINE shall designate which of its employees should undergo such training.

(k) If AIRLINE causes or contributes to a Release, Discharge, or spill of Hazardous Materials, Solid Waste, or Process Water that is above any applicable reportable quantity set forth in any applicable Environmental Law, AIRLINE shall report such Release or Discharge to the appropriate governmental authorities in compliance with applicable Environmental Law. AIRLINE shall require AIRLINE's contractors, subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control to report any Release or Discharge to the appropriate governmental authorities, in compliance with applicable Environmental Law, if said third party causes or contributes to a Discharge or Release of Hazardous Materials, Solid Waste, or Process Water above any reportable quantity set forth in any applicable Environmental Law.

(l) AIRLINE acknowledges that DFW and AIRLINE are subject to certain National and Texas Pollution Discharge Elimination System permits ("NPDES" and "TPDES"), state and federal storm water regulations, and federal effluent limitation guidelines, including, without limitation, EPA Administered Permit Programs, 40 C.F.R. § 122 (2009), as amended from time to time, for operations at the Airport. AIRLINE shall conduct operations and activities at the Airport, including but not limited to de-icing, anti-icing, and construction, and shall require its employees, contractors, subcontractors, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control to conduct operations and activities at the Airport in compliance with applicable Environmental Laws and DFW Environmental Rules. AIRLINE acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES or TPDES storm water permits and effluent limitation guidelines under Environmental Laws. AIRLINE shall minimize the exposure to storm water of materials generated, stored, handled, or used by AIRLINE, its contractors, subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control at the Airport including without limitation soil and sediment exposed by construction activities, Solid Waste, and Hazardous Materials, by

implementing and requiring implementation of certain "Best Management Practices" as defined by Environmental Laws. AIRLINE further acknowledges that any TPDES or NPDES storm water discharge permit issued to DFW or any effluent limitation guidelines applicable to the Airport or AIRLINE are incorporated by reference into this Agreement to the extent affecting AIRLINE's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or necessitating AIRLINE's reasonable cooperation to assure DFW's compliance therewith. DFW shall endeavor to negotiate reasonable and cost effective terms and conditions of any permits issued to DFW which may affect AIRLINE's operations at or use of the Airport or operations or activities conducted on its behalf at the Airport, or which may necessitate AIRLINE's reasonable cooperation to assure DFW's compliance therewith.

(m) AIRLINE or its contractors, subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines, or other parties under AIRLINE's direction or control shall not create any human-made structure, land use practice, or human-made feature, or maintain any condition, that creates an unreasonable wildlife attraction, including, but not limited to, architectural features, landscaping, waste disposal sites, agricultural or aquacultural activities, without appropriate coverings or other mitigation measures.

SECTION 10.3 RIGHT OF ENTRY AND INSPECTION

(a) DFW and its contractors and other agents shall have the full right to enter any part of the Leased Premises, at all reasonable times and in DFW's sole discretion, for the purpose of conducting an inspection, assessment, investigation, or regulatory compliance audit of AIRLINE's operations thereon, or any other party's use and operations, including operations of AIRLINE's contractors, subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control. DFW and its authorized agents may take samples and perform tests as needed, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, water, groundwater, Process Water, Hazardous Material, Solid Waste, Releases, and Discharges, at DFW's expense. DFW will provide twenty-four (24) hours' advance written notice of any planned inspection or intrusive sampling to AIRLINE, except in emergencies, when advance notice shall not be required. AIRLINE shall have the right to accompany DFW when any such inspection or sampling is performed, provided that DFW is not required to unreasonably delay its inspection or sampling to enable AIRLINE to be

present. AIRLINE shall have the right to obtain, at AIRLINE's expense, split samples and copies of all analytical results of such sampling, including any non-privileged reports.

(b) AIRLINE shall cooperate, and shall require its employees, contractors, subcontractors, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control to cooperate, in allowing prompt, reasonable access to DFW to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, DFW shall not unreasonably interfere with the authorized use and occupancy of the Leased Premises by AIRLINE or AIRLINE's contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control. AIRLINE remains solely responsible for its environmental, health, and safety compliance, notwithstanding any DFW inspection, audit, or assessment.

(c) Within six (6) months of receiving the annual Compliance Verification Checklists from DFW, AIRLINE shall complete and submit to DFW such Compliance Verification Checklists. AIRLINE may request that DFW review and consider for approval substantially equivalent checklists prepared by AIRLINE. If DFW approves AIRLINE's checklists, which approval shall not be unreasonably withheld, AIRLINE shall be allowed to use its own checklists in lieu of DFW's Compliance Verification Checklists.

SECTION 10.4 INFORMATION TO BE PROVIDED TO DFW

(a) If AIRLINE receives any written notice, correspondence, citation, order, warning, complaint, inquiry, claim or demand regarding the Leased Premises that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

- (i) concerning any alleged contamination, or Discharge, or Release of Hazardous Material, Solid Waste, Process Water by AIRLINE or by its contractors, subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control; or
- (ii) alleging that AIRLINE or any contractor, subcontractor, employee, agent, licensee, Sublessee, Permitted Airline or other party under AIRLINE's direction or control is the subject of an Environmental Impact Claim or alleging that AIRLINE or any contractor, subcontractor, employee, agent,

licensee, Sublessee, Permitted Airline or other party under AIRLINE's direction or control is, or may be, in violation of any Environmental Law(s); or

- (iii) asserting that AIRLINE or any such third party as identified in clauses (1) and (2) above is liable for the cost of investigation or remediation of a Release or Discharge;

AIRLINE shall immediately, but not later than five (5) days after AIRLINE's receipt, inform DFW in writing of same, including a copy of such notice received by Airline.

(b) AIRLINE shall simultaneously provide to DFW copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

- (i) AIRLINE's alleged failure to comply with any Environmental Laws at the Leased Premises or AOA, or
- (ii) any Release or Discharge arising out of the past or present operations at or use of the Leased Premises or AOA by AIRLINE, its contractors, subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control.

(c) AIRLINE shall make available, within ten (10) days of AIRLINE's receipt of DFW's written request, the non-privileged documents that AIRLINE has submitted to any governmental agency pertaining to the environmental compliance status of AIRLINE's operations at or use of the Leased Premises or AOA, including without limitation any and all non-privileged records, permits, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, disposal, or treatment of any Hazardous Material or Solid Waste at the Leased Premises or AOA by AIRLINE, its contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines or other third parties under AIRLINE's direction or control.

SECTION 10.5 RESPONSE and COMPLIANCE ACTIONS

(a) Without limiting the indemnity obligations of Section 10.8, if during the term of this Agreement AIRLINE or its contractor, subcontractor, agent, employee, licensee, Sublessee, Permitted Airline, or other parties under AIRLINE's direction or control, is the sole cause of a Release, Discharge, or spill of a Hazardous Material (including, but not limited to those which contaminate or pollute any surface water, ground water, infrastructure, or conveyance system), as is reasonably determined by DFW pursuant to Environmental Laws, at any portion of the Airport, in connection with their operations at the Leased Premises or the AOA, or at other property at the Airport used by AIRLINE but which is not subject to a lease, sublease or other legal agreement governing AIRLINE's use of such property, AIRLINE shall:

- (i) orally notify DFW's Airport Operations Center of such Release, Discharge, or spill in accordance with applicable DFW Environmental Rules;
- (ii) report such Release, Discharge, or spill to appropriate governmental agencies in accordance with applicable Environmental Laws, including but not limited to 30 Tx. Admin. Code § 327.3, as it may be amended from time to time;
- (iii) immediately abate and respond to the Release, Discharge, or spill of a Hazardous Material, as required by applicable Environmental Laws, including but not limited to 30 Tx. Admin. Code § 327.5, as it may be amended from time to time;
- (iv) take all further actions necessary or required under Environmental Laws to mitigate any imminent threat to human health or the environment; and
- (v) undertake any further repairs, remediation, or corrective actions as are required by Environmental Laws or a governmental agency with jurisdiction, to remediate any such Release, Discharge or spill of a Hazardous Material, and any resulting pollution or contamination. AIRLINE shall not be responsible under this subsection 10.5(a) for any Release, Discharge, or spill caused solely by an Aircraft that AIRLINE is compelled to accommodate pursuant to the Preferential Use Rules and Procedures.

(b) Without limiting the indemnity obligations of Section 10.8, if, as is reasonably determined by DFW, AIRLINE, its contractor, subcontractor, employee, agent, licensee, sublessee, any Permitted Airline or other party under AIRLINE's direction or control, is the sole cause of a Release, Discharge or spill of a Hazardous Material at the Leased Premises or AOA, or one of multiple contributors to a Release, Discharge or spill of a Hazardous Material within the Leased Premises or appurtenant Terminal Aircraft Apron Area, AIRLINE shall be responsible for ensuring that the notification, reporting, abatement, remediation, and other actions required by 10.5 are accomplished. At the time DFW makes a determination pursuant to subsection 10.5(a), DFW shall provide AIRLINE with all non-privileged records, permits, test results, sample results, written or electronic documentation, studies or other documentation used to support its determination. Nothing in this Agreement shall prevent AIRLINE from seeking to recover its costs from potentially responsible parties. AIRLINE shall not be responsible under this subsection 10.5(b) for a Discharge, Release, or spill caused by an Air Carrier that AIRLINE is compelled to accommodate pursuant to Preferential Use Rules and Procedures.

(c) If DFW cannot determine with reasonable effort that AIRLINE is a cause of or has contributed to a Release, Discharge, or spill at or from the Airport (other than the Leased Premises or appurtenant Terminal Aircraft Apron Area), AIRLINE shall not be responsible for any obligation to report, investigate or remediate it. If DFW cannot identify with reasonable effort any of the parties contributing to or responsible for a Release or Discharge, or spill at or from the Airport (other than the Leased Premises or appurtenant Terminal Aircraft Apron Area), DFW shall be responsible for any obligation to report, contain, investigate, or remediate such contamination, Release, or Discharge, or spill.

(d) If, as is reasonably determined by DFW, AIRLINE:

- (i) does not diligently take immediate and all other actions required by applicable Environmental Laws, including but not limited to 30 Tx. Admin. Code § 327, in response to a Release, Discharge or spill for which it is responsible under Section 10.5, within the time(s) prescribed by such Environmental Law(s); or
- (ii) does not perform or complete all necessary repairs, corrective actions or remediation for which it is responsible under Section 10.5 within the time(s) prescribed by applicable Environmental Laws, or within the time

reasonably necessary to enable DFW to meet its obligations under Environmental Laws (subject to the condition that DFW must first provide reasonable advance written notice to AIRLINE of such obligations, except in emergency circumstances in which such advance notice is not possible),

then DFW, in addition to its rights and remedies described elsewhere in this Agreement, may, at its election, upon reasonable written notice, enter the affected area, and take whatever action DFW reasonably deems necessary to protect the public health and safety and the environment, or to enable DFW to meet its obligations under Environmental Laws, within the time required under such Environmental Laws, at AIRLINE's expense, although nothing herein shall prejudice the right of AIRLINE to contest DFW's determinations made under this Section 10.5(d).

SECTION 10.6 CORRECTION of ENVIRONMENTAL NON-COMPLIANCE

(a) If the operations or activities at or use of the Leased Premises or AOA by AIRLINE or AIRLINE's contractors, subcontractors, employees, agents, licensees, Sublessees, other parties under AIRLINE's direction or control, or any Permitted Airline, including such Permitted Airline's contractors, subcontractors, agents, employees, and licensees, are in alleged non-compliance with any applicable Environmental Law (as is reasonably determined by DFW or as is determined by any governmental agency with enforcement authority regarding such alleged non-compliance) or DFW Environmental Rule, or result in contamination or pollution at or under the Airport, and provided that the situation or condition in question does not, as determined by DFW in its reasonable discretion, require immediate action pursuant to applicable Environmental Laws and Section 10.5(d), DFW agrees to notify AIRLINE in writing of the alleged non-compliance or contamination or pollution and shall require AIRLINE to take action to address such non-compliance within thirty (30) days of AIRLINE's receipt of notice, unless compliance is required sooner by a governmental agency or applicable Environmental Law. Within that thirty (30) day period, or such shorter period as is required by applicable Environmental Law or governmental agency, AIRLINE shall have the opportunity to take whatever action is necessary or required by Environmental Laws, to correct such non-compliance, ensure that it is corrected, or provide DFW a binding commitment to do so within a reasonable time. AIRLINE shall also have the right during that thirty (30) day period to

challenge any DFW determination of non-compliance. AIRLINE's obligations to DFW under this Section may be deferred, upon mutual consent of the parties, until a final resolution of or ruling on such challenge has been issued. Should AIRLINE prevail in such a challenge, AIRLINE shall have no further obligation under this Section with respect to that particular alleged non-compliance.

(b) If AIRLINE does not take such corrective action, challenge DFW's determination of non-compliance, or provide a binding commitment to address the non-compliance within the thirty (30) day period referenced in Section 10.6(a), DFW or its authorized contractors and consultants may, at DFW's option, enter any part of the Airport and take such measures as DFW may reasonably deem necessary to correct the alleged non-compliance and to investigate and remediate any related contamination, all at AIRLINE's expense. All reasonable and documented costs associated with any action by DFW or its contractors or consultants in connection with this Section, including but not limited to reasonable attorneys' fees and expenses, and Airport staff time and expenses, shall be subject to the reimbursement and indemnification requirements of this Article.

(c) Nothing in this Section is intended or shall be construed so as to prevent DFW or AIRLINE from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Agreement, or by law.

SECTION 10.7 CORRECTIVE ACTION PROCESS

(a) Before commencing any investigation, remediation, or corrective action at the Airport under this Agreement, and except for immediate abatement action required under Section 10.5(a)(3) and (b), AIRLINE shall provide the related proposed plans for such investigation, remediation or corrective action to DFW for approval, which shall not be unreasonably withheld. The work shall be performed at AIRLINE's expense, and DFW shall have the right to review and inspect all such work at any time using consultants and representatives of DFW's choice, at DFW's expense. Specific cleanup levels for any environmental remediation work shall comply with applicable Environmental Laws. AIRLINE shall, at AIRLINE's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by Environmental Laws, with a copy to DFW. This obligation includes but is not limited to any requirements for a site characterization, site assessment, Affected Property

Assessment Report, and remedial action plan that may be necessary. In the event deed recordation by one or both of the Cities or DFW is necessary, AIRLINE shall reimburse DFW and the Cities for all deed recordation fees and reasonable attorneys' fees incurred in connection with such recordation.

(b) Any remedial or other activity undertaken by AIRLINE under this Article shall not be construed to impair AIRLINE's rights, if any, to seek contribution or indemnity from any person.

(c) AIRLINE may not seek a Municipal Setting Designation for any groundwater underlying the Airport without obtaining DFW's written approval in advance.

SECTION 10.8 ENVIRONMENTAL INDEMNIFICATION AND REIMBURSEMENT

(a) Notwithstanding any other provision to the contrary, and without limiting any other indemnity in this Agreement, AIRLINE agrees to indemnify, defend, and hold harmless DFW, its past, present or future directors, officers, members, agents and employees, and the Cities and their respective councils, council members, agents, and employees ("Environmental Indemnitees"), from and against any and all claims, demands, penalties, fines, suits, actions, administrative proceedings (including formal and informal enforcement), government orders, judgments, loss, damages, liabilities, costs, and expenses (including but not limited to reasonable and documented attorneys' and consultants' fees and expenses, litigation costs, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or response action) when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation to the extent resulting from:

- (i) the breach by AIRLINE of any representation or warranty made in this Article;
or
- (ii) the failure of AIRLINE to meet its obligations under this Article in a full and timely manner, whether caused by AIRLINE or any third party under AIRLINE's direction or control; or
- (iii) documented loss by any Environmental Indemnitee(s) from any Environmental Impact Claim, to the extent caused by the operations, activities, action or inaction of AIRLINE or its contractors,

subcontractors, employees, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control, at the Leased Premises or AOA, or at other property at the Airport used by AIRLINE but which is not subject to a lease, sublease or other legal agreement governing AIRLINE's use of such property, during the term of this Agreement .

(b) In the event DFW undertakes any action, including but not limited to response or corrective action, repairs, or remediation, in the exercise of its rights with respect to AIRLINE under this Article, AIRLINE shall reimburse DFW, upon reasonable written notice by DFW, for all reasonable and documented costs that DFW incurs in association with such action, including but not limited to consultants' fees, contractors' fees, reasonable attorneys' fees and expenses, and expenses of investigation, repair, response or corrective action and remediation.

(c) Notwithstanding any other provision to the contrary, and to the extent permitted by law, DFW agrees to indemnify and hold harmless AIRLINE and its directors, officers, agents and employees from and against any and all claims, demands, penalties, fines, suits, actions, administrative proceedings (including informal proceedings), government orders, judgments, loss, damages, liabilities, costs, and expenses (including but not limited to reasonable and documented attorneys' and consultants' fees and expenses, litigation costs, expert witness fees, and expenses of investigation, removal, remediation, or other required plan or response action) to the extent resulting from (i) failure of DFW to meet its obligations under this Article, or (ii) the documented loss by AIRLINE, its directors, officers, agents or employees to a third party or governmental entity from any Environmental Impact Claim, to the extent resulting from the operations, activities, actions or inaction of DFW or any other party under DFW's direction and control.

(d) Regardless of the date of termination of this Agreement, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the indemnified party bears any liability or responsibility under this Article or the Environmental Laws.

SECTION 10.9 LIMITATIONS

AIRLINE's obligations under this Article shall not apply to:

(a) contamination that existed at the Airport prior to AIRLINE's initial occupancy or operations at such area(s) of contamination at the Airport, provided that neither AIRLINE nor any other party under AIRLINE's direction or control, or conducting operations or activities on its behalf, subsequently contributed to such contamination; or

(b) Releases that migrate onto, into, or from the Leased Premises or the Airport and that were not caused by AIRLINE or third parties under AIRLINE's direction or control or conducting operations or activities on its behalf; or

(c) Releases or Discharges on, at, or from the Airport not caused by AIRLINE or by its contractors, sub-contractors, agents, employees, licensees, Sublessees or Permitted Airlines or any other party under AIRLINE's direction or control; or

(d) Releases, Discharges, or contamination to the extent caused by gross negligence or willful misconduct by DFW, its agents or employees or any other party under DFW's direction or control.

SECTION 10.10 BASELINE ENVIRONMENTAL ASSESSMENT

Prior to AIRLINE's initial occupancy of, use of, or operations at the Leased Premises, AIRLINE or DFW may perform a BEA thereof, at its own expense. Such BEAs shall be conducted by a qualified person or entity approved by DFW, whose approval shall not be withheld unreasonably. DFW shall provide AIRLINE with any sampling or analytical data in DFW's possession which is relevant to the BEA.

SECTION 10.11 CONCLUDING ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL SITE INSPECTION

(a) At least thirty (30) days prior to vacating or surrendering the Leased Premises for any reason, AIRLINE shall, unless DFW has informed AIRLINE that a CEA is not required, undertake and complete a CEA to determine its environmental condition and state of compliance with Environmental Laws, at AIRLINE's expense. The CEA shall be

conducted by a qualified person or entity approved by DFW, whose approval shall not be withheld unreasonably. DFW may elect, at its option and expense, to conduct or participate in the CEA, or conduct its own CEA, either directly or through designated representatives or consultants. The scope, protocol, and scheduling requirements of AIRLINE's CEA shall be determined by mutual written agreement of the parties. Should DFW conduct its own CEA, the scope, protocol, and scheduling requirements of the CEA shall be determined by DFW. AIRLINE shall deliver a copy of its CEA to DFW promptly after issuance, but no later than seven (7) days after issuance. If no BEA was performed on the Leased Premises, DFW may perform an Environmental Site Inspection (ESI) in order to determine the environmental condition and state of compliance of such Area with Environmental Laws.

(b) Subject to the limitations of Section 10.9, if a CEA confirms the presence of (surface, subsurface, or groundwater) contaminants in excess of allowable levels established by then applicable Environmental Laws, AIRLINE shall immediately undertake and promptly complete at AIRLINE's expense, and to the reasonable satisfaction of DFW and any governmental agency with jurisdiction, any necessary or required investigation, cleanup, removal, or remedial action, in accordance with all applicable Environmental Laws and the provisions of this Article. Any plans for such investigation, cleanup, removal, or remedial response action shall be submitted for DFW review and approval prior to implementation. DFW shall not unreasonably withhold its approval.

(c) If an ESI reveals that AIRLINE has not removed all trash, containers, tanks, structures, debris, and other items and materials for which AIRLINE or anyone operating on its behalf is responsible, EAD will share its ESI Form checklist and any relevant photographs with AIRLINE and AIRLINE will remove such items as are noted in said checklist and photographs within seventy-two (72) hours of receipt of said checklist and photographs.

SECTION 10.12 AIRLINE EQUIPMENT

Any tanks, pumps, chemical or Hazardous Material or Solid Waste containers, pipelines, lines, and equipment installed by or on behalf of AIRLINE shall at all times remain the property of AIRLINE, and ownership of or responsibility for such equipment shall not pass to DFW by virtue of such equipment being installed at the Airport . No

such equipment shall be installed without the written consent of DFW, which shall not be unreasonably withheld.

SECTION 10.13 WAIVER

Any waiver of any provision of this Article, or any delay by DFW in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of DFW, it being intended that no waiver shall be implied by DFW's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this Article shall be cumulative and in addition to, and not in lieu of, any other remedies available to DFW at law, in equity, or otherwise.

SECTION 10.14 NOTICE

With respect to those provisions of this Article which expressly require DFW to provide written notice to Airline, electronic mail to the designated Airline representative will satisfy such requirement, but only to the extent a read receipt confirmation for such designated representative has been received by DFW, with notice deemed effective as of the date and time of such read receipt confirmation. The parties' addresses for environmental notices shall be:

DFW International Airport
Environmental Affairs Department
P. O. Box 619428
DFW Airport, TX 75261-9428

Designated Representative:

CONTACT NAME

DEPARTMENT

AIRLINE NAME

ADDRESS

CITY, STATE, ZIPCODE

EMAIL ADDRESS

SECTION 10.15 SURVIVAL OF ENVIRONMENTAL PROVISIONS

Unless specifically stated elsewhere herein, the provisions of this Article, including the representations, warranties, covenants and indemnities of AIRLINE, are intended to and shall survive termination of this Agreement.

ARTICLE XI – DEFAULT AND REMEDIES

SECTION 11.1 EVENTS OF AIRLINE DEFAULT DEFINED

The following will be "events of default as to AIRLINE" under this Agreement and the term "events of default as to AIRLINE" will mean, whenever used in this Agreement, any one or more of the following events:

(a) Failure by AIRLINE to pay when due any payment required of it to be paid hereunder, including without limitation failure to timely remit PFCs collected by AIRLINE from its passengers in accordance with the PFC Statute and PFC Regulations as they may be amended from time to time.

(b) Failure by AIRLINE to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, including without limitation the abandonment of the Leased Premises.

SECTION 11.2 REMEDIES ON AIRLINE DEFAULT

Whenever any event of default as to AIRLINE has happened and is subsisting for ten (10) days following written notice of monetary default, or thirty (30) days following written notice of non-monetary default or a longer period if AIRLINE has commenced the cure during the thirty (30) day period and for so long as AIRLINE is diligently prosecuting the completion of the cure, DFW may take any one or more of the following remedies, none of which will be exclusive of another remedy herein or of any remedy provided at law or in equity:

(a) DFW may accelerate the full balance of all Rents payable by AIRLINE during the Term of this Agreement, together with any fees based on square footage of the Leased Premises, and seek collection thereof by any lawful processes.

(b) DFW may reenter and take possession of the interest of AIRLINE in and to the Leased Premises, with or without terminating this Agreement, and re-lease the Leased Premises to any party, and seek collection from AIRLINE by any lawful processes of all expenses incurred by DFW in connection with termination, cancellation, re-entry, regaining or resumption of possession, the restoration of the Leased Premises, the re-letting of the Leased Premises, the care and maintenance of the Leased Premises during any period of vacancy to put the Leased Premises in rentable condition, including without limitation, legal expenses, brokerage fees and commissions, and all costs associated with remodeling, repairing, altering, cleaning, reconditioning, or restoring the Leased Premises. DFW will use its best efforts to re-lease the Leased Premises upon retaking possession, and will apply all rents received from any such re-lease to mitigate the amounts owed by AIRLINE to DFW for the Leased Premises; provided, however that DFW will have no obligation to re-lease to the extent there are other vacant Terminal facilities available and suitable for Air Carriers operations.

(c) DFW may compel specific performance by AIRLINE of any obligation pursuant to this Agreement, or perform said obligations itself and compel reimbursement by AIRLINE.

SECTION 11.3 EFFECT OF AIRLINE BANKRUPTCY

(a) AIRLINE acknowledges that DFW has a right to recoup any and all amounts owed by AIRLINE to DFW under or pursuant to this Agreement or any other agreement, plan, policy, program, or regulation created and implemented to carry out the provisions of this Agreement or to facilitate AIRLINE's air transportation business under this Agreement, including without limitation the timely payment of all Rents, by retaining any amounts otherwise payable to AIRLINE and applying those amounts against Airline's obligations and other amounts owed by AIRLINE to DFW pursuant to this Agreement, in partial satisfaction of such amounts owed to DFW by AIRLINE. AIRLINE acknowledges and agrees that solely for purposes of DFW's rights under this Section, this Agreement, or any other agreement, plan, policy, program or regulation created and implemented to carry out the provisions of this Agreement or to facilitate AIRLINE's air transportation business under this Agreement constitute one transaction.

(b) To the extent consistent with the United States Bankruptcy Code or similar debtor relief laws, if AIRLINE seeks protection under the United States Bankruptcy Code or similar debtor relief laws, or is currently operating under the protection of the United States Bankruptcy Code or other similar debtor relief laws, AIRLINE will comply with every provision of this Agreement as and when required under this Agreement, including without limitation performing any required remediation relating to any environmental matter which arose prior to or arises during the course of AIRLINE's bankruptcy case. AIRLINE will not be allowed to assume this Agreement without performing any required remediation as part of the cure for any assumption of this Agreement.

SECTION 11.4 EFFECT OF DEFAULT ON MII

Whenever any event of default AIRLINE remains uncured for thirty (30) days following notice of default, the term Majority-In-Interest will not include AIRLINE until such event of default is cured.

SECTION 11.5 TERMINATION BY AIRLINE

(a) After all Joint Revenue Bonds are finally and fully paid, AIRLINE may terminate this Agreement in the event of the happening of any of the following circumstances:

- (i) In the event of the suspension, cancellation, or termination of AIRLINE's Certificate of Public Convenience and Necessity.
- (ii) AIRLINE is prevented from operating its air transportation system to and from the Airport by reason of its inability to use a substantial part or all of the Airfield:
 - 1. For a period of longer than thirty (30) consecutive days resulting from any condition of the Airport not due to the fault of AIRLINE; or
 - 2. For a period of longer than ninety (90) consecutive days, resulting from a permanent injunction issued by any court of competent jurisdiction; or
 - 3. For a period of longer than ninety (90) consecutive days, resulting from any order, rule or regulation of the FAA, Department of Transportation, or other governmental agency having jurisdiction over the operations of AIRLINE, with which AIRLINE is unable to comply at reasonable cost or expense; or
- (iii) DFW fails to perform any of its obligations under this Agreement within twenty (20) days after receipt of notice of default hereunder from AIRLINE (except where fulfillment of its obligation requires activity over a period of time and DFW commences to perform whatever may be required for fulfillment within twenty (20) calendar days after the receipt of notice and continues such performance without interruption, except for causes beyond its control.)

(b) The payment of rentals, fees, charges or other payments, in whole or in part, by AIRLINE for any period or periods after AIRLINE will have a right to terminate under this Section 11.5, but before any default of any kind in the terms, covenants and conditions hereof to be performed, kept or observed by DFW has been cured, will not be or be construed to be a waiver by AIRLINE of any right to terminate this Agreement.

(c) To the extent rights of termination are granted above, such rights will be in addition to any other rights and remedies that AIRLINE would have at law or in equity upon breach of this Agreement by DFW, and the exercise by AIRLINE of any right of termination will be without prejudice to any other such rights and remedies.

SECTION 11.6 REMEDIES OF AIRLINE

If DFW fails to perform or observe any obligation, covenant, condition or agreement on its part to be observed or performed hereunder, AIRLINE may, without waiving any of its other rights or remedies, bring, in any court having jurisdiction, such action at law or in equity against DFW as may be appropriate to compel or enforce performance or observance by DFW of such obligation, covenant, condition or agreement.

ARTICLE XII – MISCELLANEOUS PROVISIONS

SECTION 12.1 TAXES

(a) AIRLINE agrees to pay all applicable sales, use, intangible and ad valorem taxes or excises of any kind which may accrue as to the operations of AIRLINE at the Airport, the leasehold estate of AIRLINE, or the personal property of AIRLINE situated at the Airport or on the Leased Premises, whether levied against AIRLINE or DFW. AIRLINE will be entitled to seek whatever tax exemptions may be available, but DFW makes no representations whatsoever concerning the current or future tax-exempt status of the Leased Premises or any other taxable property, taxable sales, or taxable income. AIRLINE may, at its expense, contest the amount or validity of any tax or assessment, or the inclusion of the Leased Premises as taxable or assessable property, directly against the taxing or assessing authority, so long as any non-payment of such taxes by AIRLINE does not result in a lien against the real property or any improvement thereon or a direct liability on the part of DFW. AIRLINE will indemnify and hold DFW harmless from all liability and expense arising from such contest, including all taxes, penalties, costs, expenses and attorneys' fees incurred by DFW resulting directly or indirectly from all such tax contests, and provide security satisfactory to DFW with respect to the performance by AIRLINE of such indemnification obligation.

(b) AIRLINE will not permit a lien or encumbrance to attach to any Airport property by reason of any failure of tax payment.

(c) AIRLINE will provide to DFW or to the Cities, upon ten (10) days notice and at no cost, any information deemed necessary by them to verify taxes to be received by the Cities pursuant to inter-local tax or revenue sharing agreements.

(d) Upon any termination of this Agreement, all lawful taxes then levied or a lien upon any of such property or taxable interest therein, as appropriately prorated if applicable, will be paid in full by AIRLINE immediately, or as soon as a statement of taxation has been issued by the appropriate taxing authority if termination occurs during the interval between the attachment of the lien and the issuance of a statement.

SECTION 12.2 NON-DISCRIMINATION

(a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 21. AIRLINE agrees that it will not discriminate against any person or entity because of a person's race, religion, color, national origin, ancestry, gender, actual or perceived sexual orientation, or age, in connection with the award or performance of any contract, in the use of any Airport land or facilities, whether leased or not, or in the furnishing of services thereon. AIRLINE will indemnify and hold harmless DFW and the Cities from any claims and demands of third persons, including without limitation the United States Government, resulting from the noncompliance by AIRLINE with the provisions of this Section; and AIRLINE will reimburse DFW for any loss or expense incurred by reason of such noncompliance.

(b) This Agreement is also subject to the requirements of 49 C.F.R. Part 27. AIRLINE further agrees to comply with all provisions of the Americans with Disabilities Act, as amended from time to time during the Term. Such law prohibits discrimination on the basis of disability by private entities in places of public accommodation and requires that all new places of public accommodation and commercial facilities be designed and constructed so as to be readily accessible to and usable by persons with disabilities.

(c) The parties hereto understand and agree that DFW, from time to time, may be required by the United States Government or one or more of its agencies to adopt additional or amended provisions, including anti-discrimination provisions, concerning the use and operation of the Airport, and AIRLINE hereby agrees to abide by any such requirements as a part of this Agreement.

SECTION 12.3 RESOURCE CONSERVATION AND RECYCLING

DFW reserves the right to institute such policies, programs and measures as may be necessary or desirable, in DFW's reasonable discretion, for the conservation or preservation of energy, energy related services, water, and other natural resources or as may be required to comply with any applicable codes, rules and regulations, whether mandatory or voluntary. AIRLINE will comply with all federal, state, and local laws, rules, regulations, and ordinances and rules and regulations pertaining to recycling and energy conservation and management. AIRLINE and DFW will use good faith efforts to abide by and fully cooperate with each other in all aspects of such policies and programs, and nothing in this Section will adversely affect AIRLINE's or DFW's rights under this Agreement.

SECTION 12.4 DFW POLICIES AND PROCEDURES

AIRLINE covenants and agrees to observe and obey (and to require its officers, employees, and agents to observe and obey and to exercise its best efforts to require its passengers, guests and invitees and those doing business with it, to observe and obey) the DFW Policies and Procedures (including amendments and supplements thereto) for the government of the conduct and operations of AIRLINE and others on the Airport, and to so obey such future DFW Policies and Procedures as may from time to time during the Term of this Agreement be promulgated for reasons of safety, health, sanitation and good order, including without limitation the policies, procedures, protocols, rules and regulations contained in the Airport Operations Manual; provided, however, that such DFW Policies and Procedures shall not be inconsistent with the reasonable exercise by Airline of any right or privilege expressly granted hereunder or under any other agreement between Airline and the Board relating to the Airport or any part thereof, nor inconsistent with the mandatory and valid rules and regulations of any Federal agency having jurisdiction with respect to Airline or its operations. With respect to this Agreement, the obligation of Airline to use its best efforts to require such observance and obedience on the part of its passengers, guests, invitees and business visitors shall obtain only while such persons are in the Terminals and any of AIRLINE's non-Terminal leaseholds. DFW agrees it will not promulgate any DFW Policies and Procedures that would have an unreasonably adverse effect on AIRLINE's rights hereunder.

SECTION 12.5 COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

AIRLINE will comply with all laws, ordinances and governmental rules, regulations and orders during the term of this Agreement, including without limitation the Cities Airport Code, without prejudice to the right of AIRLINE to undertake appropriate legal action to contest any such requirements, and AIRLINE will not be considered in breach hereof during the course of any such contest. Upon final adjudication of any contest by AIRLINE, AIRLINE will pay any fines levied against AIRLINE as a result of any violation of law by AIRLINE or any fines levied against DFW as a result of any violation of law by AIRLINE.

SECTION 12.6 AGREEMENTS WITH THE UNITED STATES

(a) This Agreement is subject to all restrictions of record affecting the Airport and the use thereof and all federal statutes and regulations affecting the same, and will be subject and subordinate to the provisions of any and all existing and future agreements made between DFW and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the transfer of federal rights or property to DFW for Airport purposes, or to the granting or expenditure of federal funds or PFCs for the extension, expansion, or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act, as it has been amended from time to time.

(b) This Agreement is subject and subordinate to the terms of any "Sponsor's Assurance Agreement" or like agreement that has been or may be furnished to the FAA by DFW or required by law.

(c) DFW covenants that it has no existing agreements with the United States in conflict with the express provisions hereof. AIRLINE agrees that it will not knowingly cause DFW to violate any assurances made by DFW to the federal government in connection with the granting of such federal funds.

(d) All provisions of this Agreement will be subordinate to the rights of the United States to lease, occupy, use, operate or otherwise assume control of the Airport, or any part thereof, during time of war or national emergency, and any provisions inconsistent with the provisions of such lease to, or assumption of control by, the United States will be suspended.

(e) In the event that the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport or as a requirement of any prior grants, AIRLINE hereby consents to any and all such modifications and changes as may be reasonably required, so long as such amendment has no material adverse effect on AIRLINE's rights hereunder.

(f) Nothing in this Agreement will be deemed to grant to AIRLINE any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as amended (recodified as 49 U.S.C. §40103(e)) for the conduct of any activity on the Airport. DFW reserves the right to grant similar rights or privileges to others engaged in air transportation at the Airport.

SECTION 12.7 PFCs

DFW reserves the right to assess and collect PFCs subject to the terms and conditions set forth in the PFC Statute and PFC Regulations, as supplemented or amended from time to time. AIRLINE will collect and timely pay all PFCs for which it is responsible under the PFC Regulations.

SECTION 12.8 SUBORDINATION TO BOND ORDINANCES

(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 Cities in any Joint Revenue Bond Ordinance, including the Bond Ordinances, adopted by the Cities to issue Joint Revenue Bonds. DFW 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 Joint Revenue Bonds, including the creation of reserves, provided that DFW will not take any actions that would be inconsistent with the terms and conditions of this Agreement.

(b) AIRLINE understands that the Cities are and will be the issuer of Joint Revenue Bonds. With respect to Joint Revenue Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income for the holders of such Joint Revenue Bonds for federal income tax purposes under the Internal Revenue Code of 1986, AIRLINE agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Airport and the Leased Premises, if the act or

failure to act may cause DFW and/or the Cities to be in noncompliance with the provisions of the Internal Revenue Code of 1986 as they may be amended, supplemented, or replaced, or the regulations or rulings issued hereunder, nor will AIRLINE take, or persist in, any action or omission which may cause the interest on the tax-exempt bonds either (i) not to be excludable from the gross income of the holders thereof for federal income tax purposes; or (ii) to become subject to the alternative minimum tax (the AMT) for federal income tax purposes.

(c) Notwithstanding anything to the contrary herein, the parties understand that references to amounts to be deposited to the Capital Improvement Fund or amounts referred to as revenues are Gross Revenues (as defined in the Bond Ordinances) and agreements as to the amount of funds to be deposited to the Capital Improvement Fund and accounts therein only occurs pursuant to the flow of funds set forth in the Bond Ordinances.

SECTION 12.9 SEC RULE 15c2-12

Upon the request of DFW, AIRLINE will provide DFW with such information with respect to AIRLINE as DFW may reasonably request in writing in order for DFW to comply with its continuing disclosure obligations under Securities and Exchange Commission ("SEC") Rule 15c2-12, as it may be amended from time to time; provided that AIRLINE may in lieu of providing the requested information direct DFW to an AIRLINE or SEC website where the requested information is then currently available.

SECTION 12.10 CERTIFICATE IN CONNECTION WITH ISSUANCE OF JOINT REVENUE BONDS

AIRLINE agrees that in connection with any issuance of Joint Revenue Bonds by the Cities, upon not less than twenty (20) days prior written notice by DFW, AIRLINE will deliver to DFW a statement in writing certifying:

(a) This Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Agreement as modified is in full force and effect);

(b) DFW is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and

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

SECTION 12.11 NON-WAIVER

The failure of DFW or AIRLINE to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, will not be construed as a waiver of the same or any other term, condition, undertaking, right or option.

SECTION 12.12 SUCCESSORS BOUND

Subject to limitations on assignability hereinabove, the terms, covenants, agreements, conditions and undertakings contained herein will be binding upon and will inure to the benefit of the heirs, successors in interest and assigns of the parties hereto.

SECTION 12.13 FORCE MAJEURE

DFW and AIRLINE will be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by cause or causes beyond either party's control, including without limitation all acts of God, labor disputes, civil disturbance, war, warlike operations, acts of terrorism, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, or inability to obtain any material or service. Notwithstanding the foregoing, nothing contained in this Section will excuse AIRLINE from paying in a timely fashion any payments due under the terms of this Agreement.

SECTION 12.14 EMPLOYEE PARKING

DFW will construct, operate and maintain (either itself or through a concessionaire) during the term hereof, parking facilities for the employees (airline and non-airline) working in the Terminal areas, and may levy a reasonable charge for the use of such parking facilities.

SECTION 12.15 MOST FAVORED NATION

DFW covenants and agrees not to enter into any lease, contract or other agreement with any other air transportation company for the use of the Airfield or Terminal(s) containing substantially more favorable terms than this Agreement, or to grant to any tenant engaged in the air transportation business, rights or privileges with respect to the use of the Airfield and Terminal(s) that are not accorded AIRLINE hereunder, unless the same rights, terms and privileges are concurrently made available to AIRLINE.

SECTION 12.16 NO PARTNERSHIP FORMED

DFW does not become a partner of AIRLINE in the conduct of its business or otherwise, or a joint venture or a member of a joint enterprise with AIRLINE by virtue of this Agreement.

SECTION 12.17 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 will give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

SECTION 12.18 BROKERAGE

AIRLINE represents and warrants that no broker has been concerned or engaged on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. AIRLINE will indemnify and hold harmless DFW of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission by AIRLINE.

SECTION 12.19 NON-LIABILITY OF INDIVIDUALS

No director, officer, agent or employee of either party will be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement, or of any supplement, modification or amendment to this Agreement, or because of any breach thereof, or because of its or their execution or attempted execution.

SECTION 12.20 GENERAL INDEMNITY

DFW (to the extent allowed by law) and AIRLINE will each indemnify the other, their directors, officers, agents and employees against and hold the other harmless from all claims and demands by third persons arising out of damage or injury to persons (including death) or property, resulting from the tortious acts or omissions of the indemnifying party or its employees or resulting from any breach or default by the indemnifying party of any of the obligations or duties assumed by or imposed upon such party by this Agreement.

SECTION 12.21 NOTICES

Any notice required to be given to either party by the other under the terms of this Agreement will be effective upon receipt or upon refusal to accept delivery, provided such notice is in writing and mailed by certified mail return receipt requested or sent by overnight courier to the appropriate address listed below or to such other addresses as directed in writing by the parties:

Address of DFW: P.O. Box 619428
3200 East Airfield Drive
DFW Airport, Texas 75261-9428
Attention: Aviation Real Estate Department

Address of AIRLINE: AIRLINE NAME
ADDRESS
CONTACT NAME AND/OR TITLE

SECTION 12.22 AUTHORITY TO EXECUTE LEASE

AIRLINE and DFW each warrant and represent that the individuals signing this Agreement on behalf of itself has authority to enter into this Agreement and to bind AIRLINE and DFW, respectively, to the terms, covenants and conditions contained herein. Each party will deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including without limitation, a copy of all corporate resolutions,

consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of AIRLINE or DFW.

SECTION 12.23 JURISDICTION AND VENUE

This Agreement will be construed in accordance with the laws of the State of Texas, and venue of any action concerning this Agreement will lie exclusively in Dallas County or Tarrant County, Texas.

SECTION 12.24 APPROVALS, GENERALLY

Whenever in this Agreement approval by DFW is required or contemplated, and except as otherwise provided, such approval will not unreasonably be withheld or delayed.

SECTION 12.25 EXHIBITS ATTACHED

All references to exhibits in this Agreement will have the same effect as if said exhibits had been recited verbatim in this Agreement, and said references will be effective as to any lawful amendments to said exhibits automatically upon AIRLINE's and DFW's approval of said amendments.

SECTION 12.26 ENTIRE AGREEMENT; MODIFICATION; SEVERABILITY

This Agreement, and the agreements specifically referenced herein, contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement, will alter the covenants, agreements and undertakings herein set forth. This Agreement will not be modified in any manner, except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

EXECUTED as of the dates set forth below.

DALLAS / FORT WORTH INTERNATIONAL
AIRPORT BOARD

Approved as to form and legality:

Legal Counsel for the Airport Board

Attested:

Secretary to the Airport Board

By: _____

Name: _____

Title: _____

Date: _____

AIRLINE NAME

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Terminal Renewal and Improvement Program

1. Background

The Dallas / Fort Worth International Airport ("Airport") is nearly forty years old. Much of the Airport's aging terminals, systems, and infrastructure is in need of repair or replacement. DFW and the Airlines have worked closely together to develop the Terminal Renewal and Improvement Program ("TRIP"), the purpose of which is to replace systems in and related to Terminals A, B, C, & E ("Terminals"), and to update, modernize, improve, and/or in some instances expand or replace portions of the Terminals and associated infrastructure.

2. Main Purpose of TRIP

The main purpose of TRIP is to replace all systems within Terminals, make the Terminals code compliant, modernize the Terminals and associated infrastructure and provide a regional rail link into the central terminal area. TRIP capital projects will entail:

a. Systems Replacement

- i. The TRIP systems replacements include, but are not limited to, systems related to such things as electrical, plumbing, heating & cooling, conveyance systems, lighting, data & telecommunications, IT systems, fire protection, security, and such other systems and associated infrastructure related to the Terminals. The TRIP systems replacements are to provide at least a thirty (30) year useful life.

b. Code Compliance

- i. TRIP will include capital projects and other work necessary to make the Terminals and associated infrastructure code compliant.

c. Modernization of Terminals and Associated Infrastructure

- i. TRIP will include various high value operational improvements that will benefit DFW, the Airlines, other Terminal tenants, and the traveling public. Such improvements are to enhance the operational efficiency of the Terminals, Airlines operations, passenger processing, and aesthetic appearance of the Terminal areas.

3. High Level Scope of TRIP

TRIP scope will include, but not be limited to:

- a. Demolition to support TRIP capital projects
- b. Replace systems at the Terminals
- c. Complete the necessary work to make the Terminals, systems, and associated infrastructure code compliant
- d. Modernize the Terminals through enhancements and Terminal accessibility
- e. Removal of escalators to be replaced by high capacity elevators or if justified new escalators
- f. Reconfigure ticket counters and self service devices
- g. As needed, replace ticket counters and gate counters
- h. Reconfigure, rotate, and expand as necessary Security Checkpoints
- i. Concessions will be reconfigured and/or relocated for maximum revenue generation
- j. New finishes throughout terminal public areas comparable to Terminal D finishes
- k. MEP systems will be upgraded to meet new building and energy codes
- l. Baggage handling systems ("BHS") in Terminals A and C will be modified to coordinate with the new passenger check-in positions
- m. Terminal B & E BHS systems will be replaced and reconfigured to enhance and maximize efficiencies in bag handling processing
- n. Terminal garage structures will undergo a variety of repairs and renovations, such as, replacement of expansion joints, minor structural repairs, waterproofing, replacement of lights and light fixtures, and restriping
- o. Terminal E Satellite will be renovated, improved, and made code compliant to accommodate Airline operations during TRIP and to provide additional facility capacity after TRIP
- p. Construct Airline Club at Terminal E Satellite for TRIP Phasing
- q. Construct the B/C Infill at Terminal E to provide additional ticketing, ATO support space, Security Checkpoint, and Bag Claim areas, and such other improvements and infrastructure to make the area a fully functional part of Terminal E
- r. Construct infills in Terminal E to accommodate the security checkpoint in Section A and the Baggage Claim area in Section B
- s. Replace forty passenger loading bridges ("PBB") at Terminals A & C, and provide up to eight PBB's at the Terminal E Satellite
- t. In conjunction with the PBB replacement project, provide pre-cool system, 400 HZ, 28V (where necessary), boom-air hose system, fuel pits, ramp striping, potable water cabinets, and where applicable, relocation of safe-dock systems, ramp information display systems ("RIDS"), battery charging stations, and fire hydrants, and, if necessary, provide PBB foundations if existing cannot be reused
- u. Communication rooms for DFW, American Airlines, and other Airlines to provide permanent accommodations for critical IT systems during and after

- TRIP to enable DFW, Airlines, tenants, and other IT users to maintain operations and uninterrupted service to passengers
- v. IT systems will include, but not be limited to, Premise Distribution ("PDS"), redundant fiber infrastructure, UPS for critical systems, CCTV, AACS, PA/Voice Evacuation, and security and fire alarm systems
 - w. Install Safe Gate at Terminal B gates
 - x. Construct temporary facilities to accommodate facility requirements during TRIP Phasing
 - y. Terminal B elevator repairs and replacements
 - z. Installation of a trailer office complex and associated infrastructure to support TRIP
 - aa. Acquisition of vehicles to support TRIP
 - bb. DFW will ensure that the operation of the terminal roadways and curb frontage will operate satisfactorily during TRIP phasing, and may require capital improvements and/or additional DPS headcount, which may require additional scope and resources above the TRIP budget

4. TRIP Budget

The overall TRIP budget is One Billion Seven Hundred Forty Million Dollars (\$1,740,000,000.00). The budget allocated to the terminals as follows:

a. Terminal A	=	\$463,167,590
b. Terminal B	=	\$359,822,950
c. Terminal C	=	\$416,195,409
d. Terminal E	=	\$500,814,050

5. TRIP Assumptions

TRIP is based upon the assumptions set forth below:

- a. The \$1.74B TRIP costs are in 2010 dollars
- b. Airlines commit to work with DFW concerning timely project phasing and scheduling
- c. Once DFW completes the required work to enable a relocation, Airline will timely move and relocate to accommodate TRIP phasing and schedule
- d. At all times during TRIP phasing, American Airlines requires a minimum of sixty-seven (67) operational gates in Terminal A, C, and D, including existing wide body counts in Terminals A and C. American Airlines will be responsible for American Airlines, American Eagle and their Affiliates related moves and relocations associated with TRIP and the costs associated with such American Airlines and American Eagle and their Affiliates related moves and relocations
- e. TRIP will be responsible for and absorb the costs of the moves and relocations of Airlines in Terminal E and other Airline moves and relocations associated with TRIP

6. Add/List of Projects

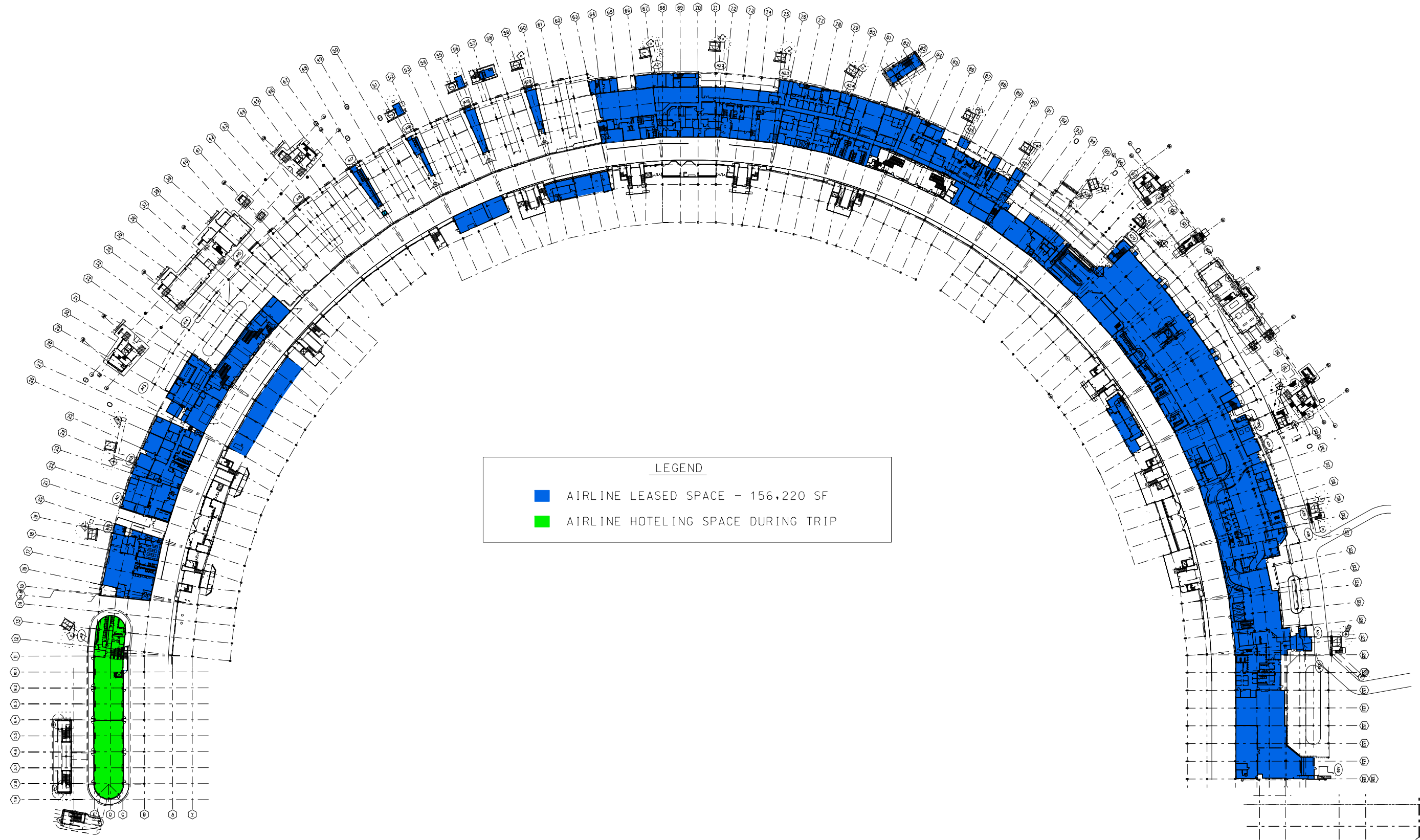
DFW and the Airlines agreed to a list of Add/Alt projects that will be pursued as part of TRIP if funding is available. The list of projects, along with the 2010 cost estimates in parenthesis, is below.

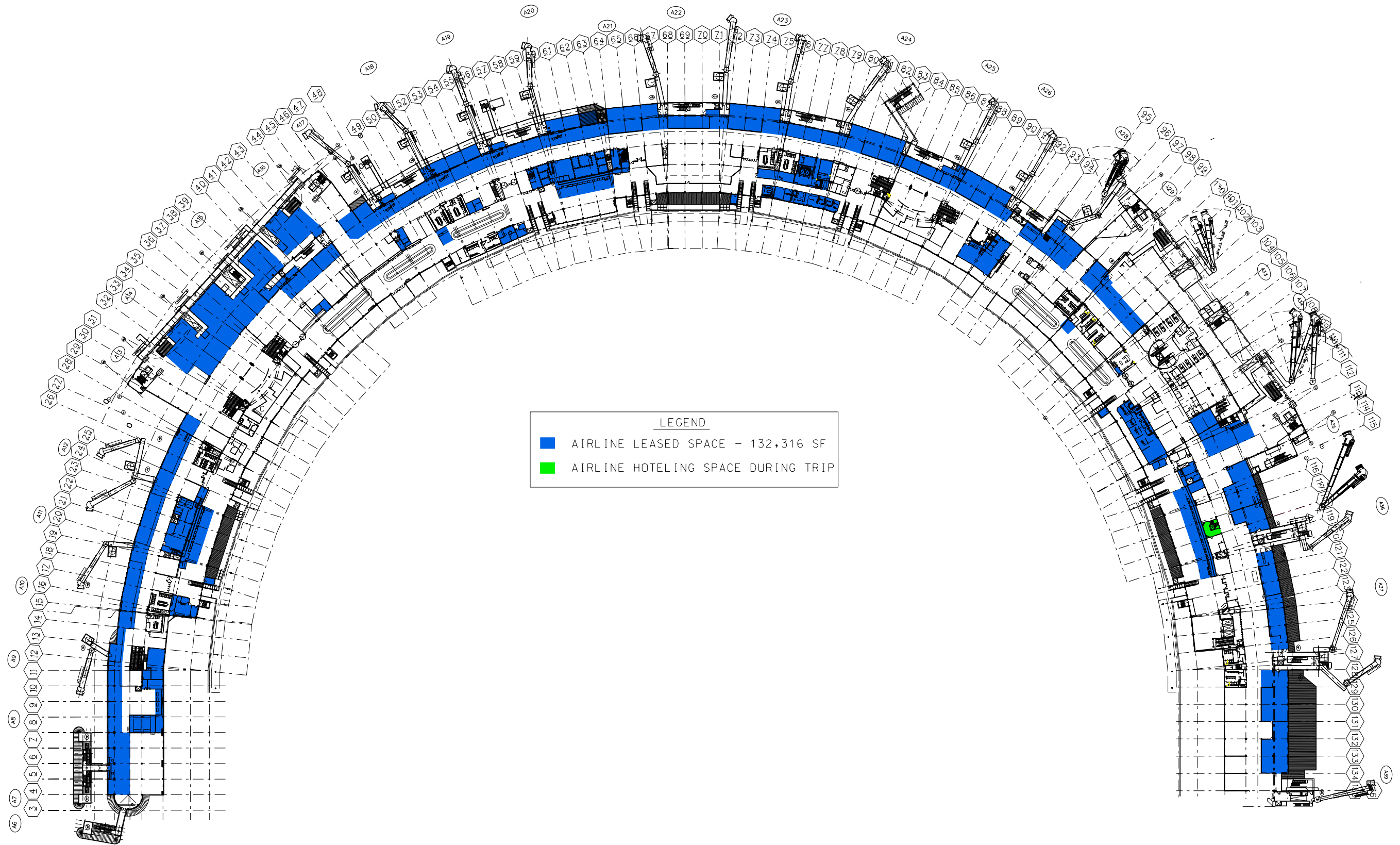
- a. Terminal A – Passenger Processing Area Raised Ceiling (\$488, 093)
- b. Terminals A & E Landside Concessions and Trash Collection Docks (\$8,716,210)
- c. Garage Communications System Improvements, including:
 - i. Parking Guidance System (\$9,318,147)
 - ii. Communication Rooms in garages (\$7,395,355)
 - iii. Emergency Call Boxes in Parking Garages (\$2,958,142)
 - iv. CCTV in Parking Structures (\$6,212,098)
 - v. CCTC Coverage of Terminal Entrances and adjacent Roadways (\$2,662,327)
- d. Skylights at new concession nodes in Terminal A (\$850,475)
- e. Upper Roadway Curbside Lighting in Terminals A, B, C, & E (\$2,980,000)
- f. Exterior Finish upgrades (\$73,953,550)
- g. Landside Escalators in Terminals A, C, & E (\$14,294,118)

EXHIBIT B: Pre-Approved Debt Financing for Non-TRIP Capital Projects

	Debt Financed FY11-14
<u>AIRFIELD:</u>	
Reconstruct Airfield Runways (17C/17R) [AIP 75%]	\$43.4
Less: AIP Grant Reimbursement (75%)	(\$26.1)
Rehabilitate Spent Aircraft Deicing Fluid System Collection, Storage and Treatment Infrastructure	\$5.9
Reconfigure Southeast Holding Pad Decing Infrastructure	\$3.3
NE/NW Cargo VCP Remediation (add'l budget risk)	\$10.0
TOTAL AIRFIELD	\$36.6
<u>ROADS/BRIDGES & RAIL:</u>	
Landside Roads & Bridges	\$52.7
West Airfield Dr & Mid-Cities	\$15.3
New DART Station at Terminal A (see note below)	\$0.0
TOTAL ROADS/BRIDGES/RAIL	\$68.0
<u>UTILITIES:</u>	
Rehab Open Storm Channels	\$10.0
Rehabilitate AOA Storm Sewers	\$3.0
Replace East Airfield Drive Sanitary Sewer Lift Station (original pump stations)	\$6.4
Rehabilitate and Reconfigure Water Pump Stations	\$8.2
Rehabilitate ESP Thermal System (Install Two 300 Ton Chillers)	\$3.0
Rehabilitate Energy Plaza - Utility Vault	\$4.0
Install Electrical Distribution System Duct Bank (concrete encased)	\$2.0
Elevated Water Tower construction	\$11.6
TOTAL UTILITIES	\$48.2
<u>PARKING:</u>	
North/South Parking Admin Bldg (split option)	\$8.1
North/South Toll Plaza & Tunnel Renovation	\$12.1
Remote Parking Facility Rehabilitation	\$2.8
Parking Control System (PCS) (unfunded portion only)	\$13.1
Rehabilitate Parking Lots	\$2.5
TOTAL PARKING	\$38.6
<u>OTHER</u>	
Radio Simulcast System Expansion	\$10.2
Fire Training Facility Renovation [AIP 75% - gross \$'s shown]	\$25.0
Less: AIP Reimb	(\$18.0)
Rehab Stations 2, 3, 4, & West Wing #1	\$2.0
4.9MHz Wireless Closed Circuit Television (CCTV) Video	\$5.7
Roofing/Waterproofing for Occupied Board Bldgs	\$4.2
TOTAL OTHER	\$29.1
TOTAL PRE-APPROVED DEBT FINANCING FOR NON-TRIP PROJECTS	\$220.4

Note - DART Station will be funded from either Non-TRIP or TRIP savings or scope reductions





LEGEND

■ AIRLINE LEASED SPACE - 132,316 SF

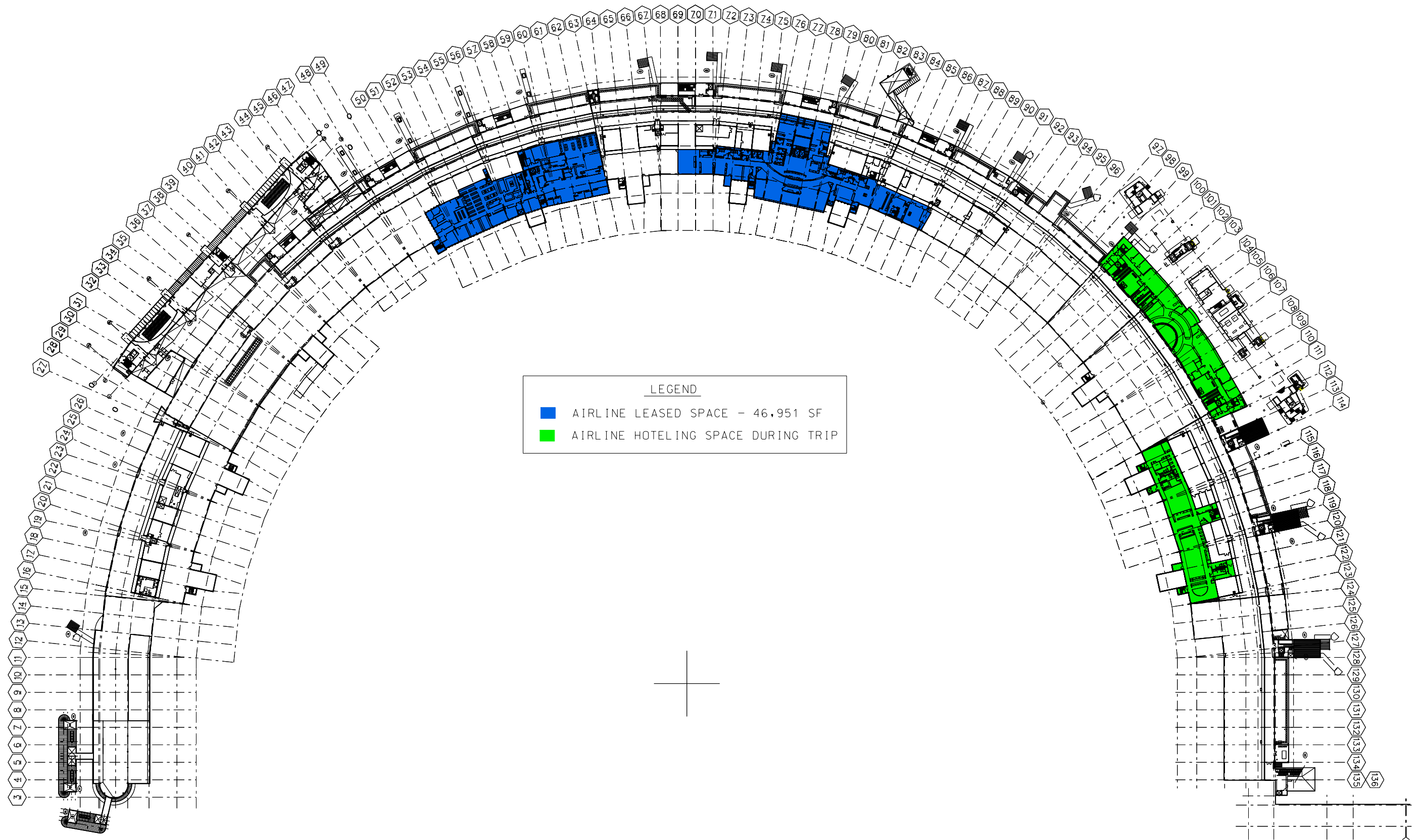
■ AIRLINE HOTELING SPACE DURING TRIP



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

AIRLINE LEASED PREMISES

EXHIBIT C PAGE 2
TERMINAL A
SECOND LEVEL



LEGEND

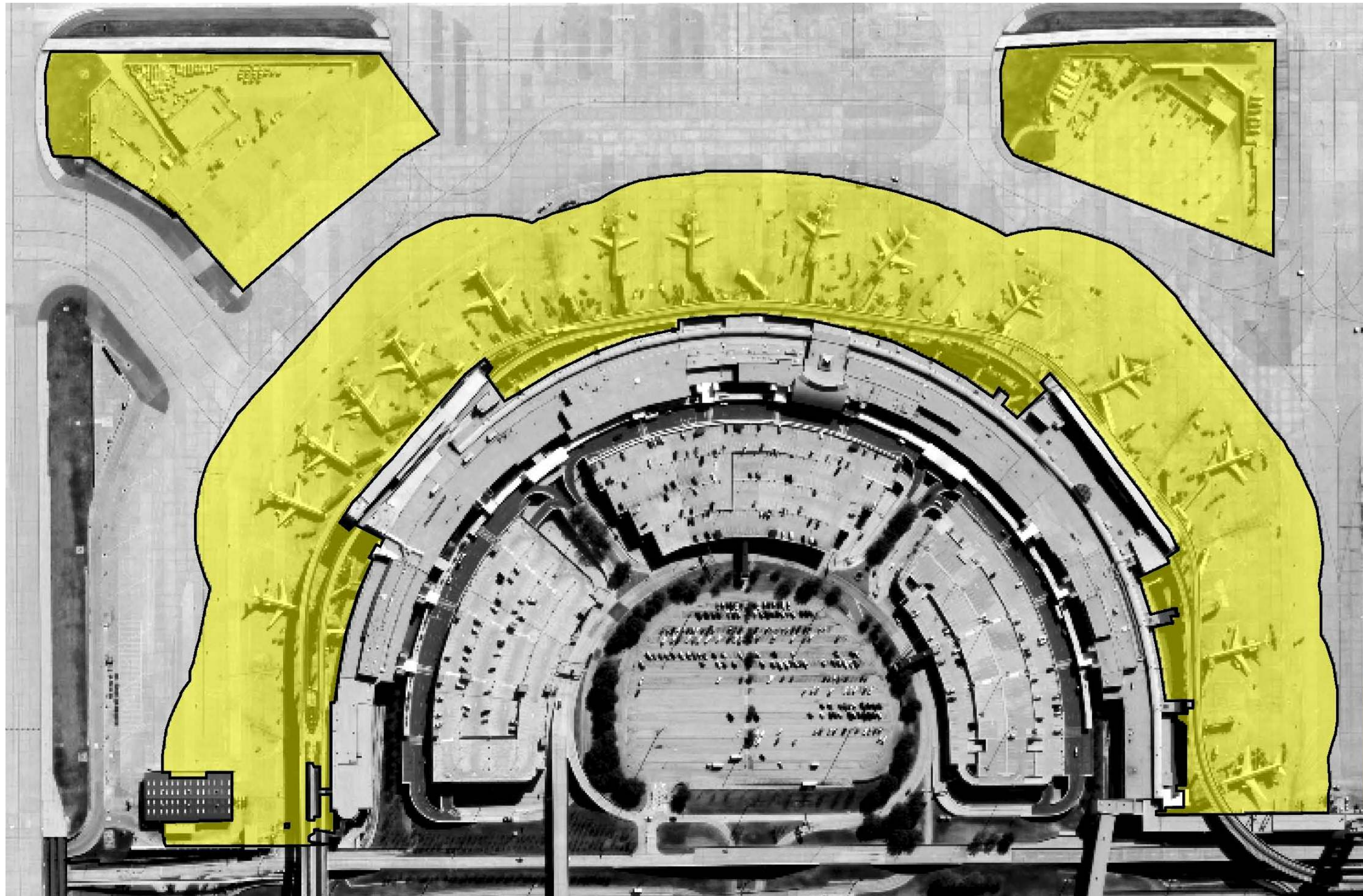
- AIRLINE LEASED SPACE - 46,951 SF
- AIRLINE HOTELING SPACE DURING TRIP

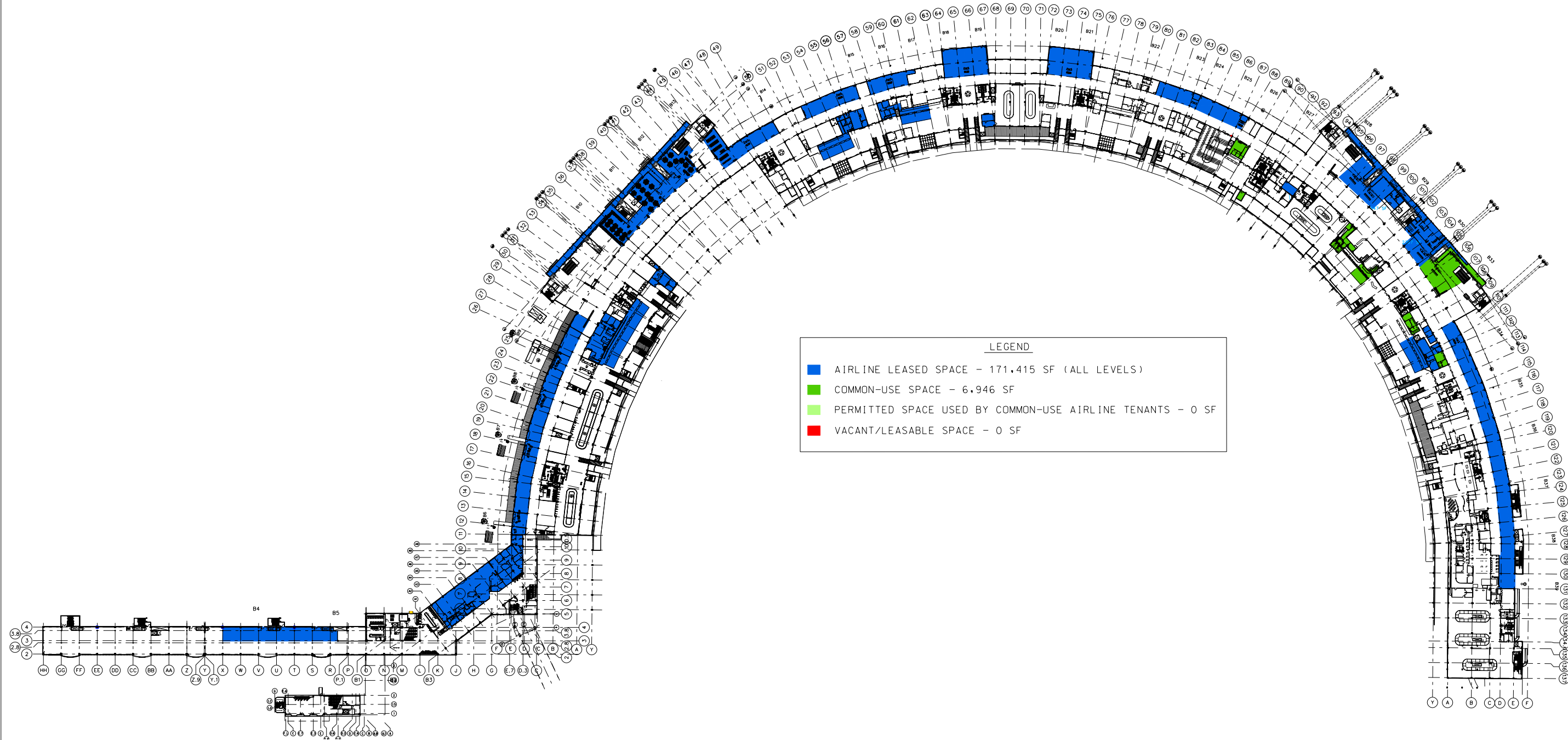


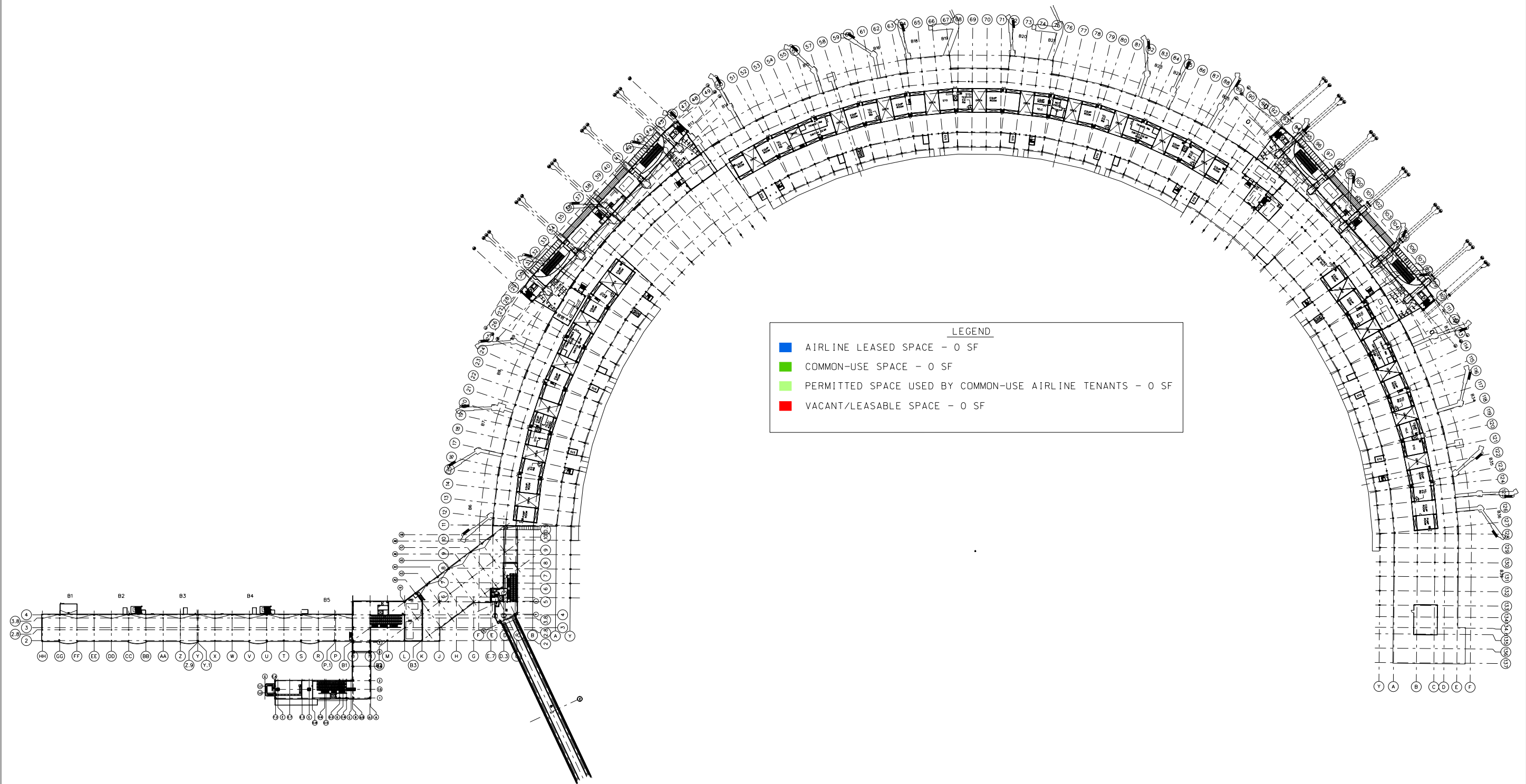
DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

AIRLINE LEASED PREMISES

EXHIBIT C PAGE 3
TERMINAL A
THIRD LEVEL



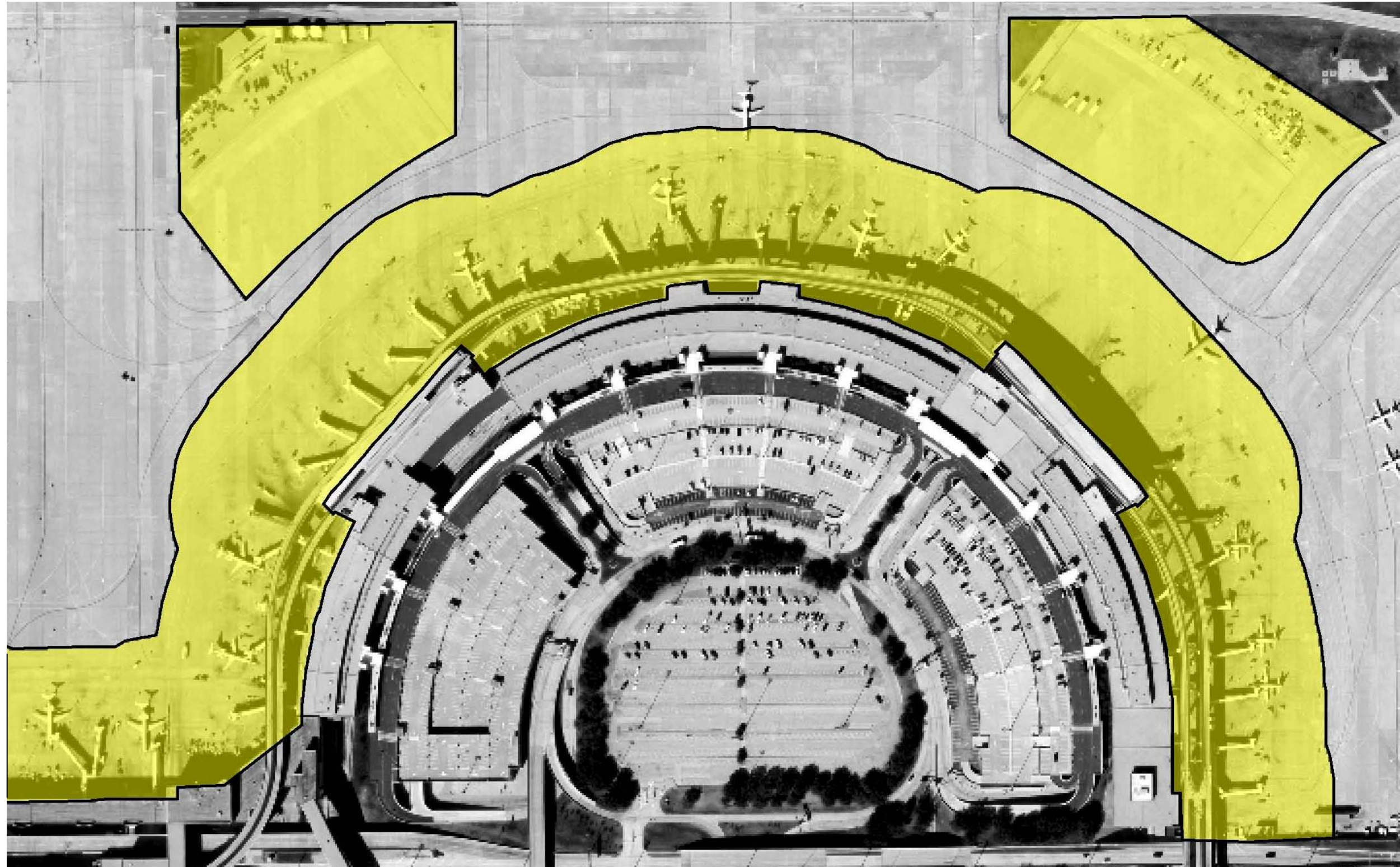


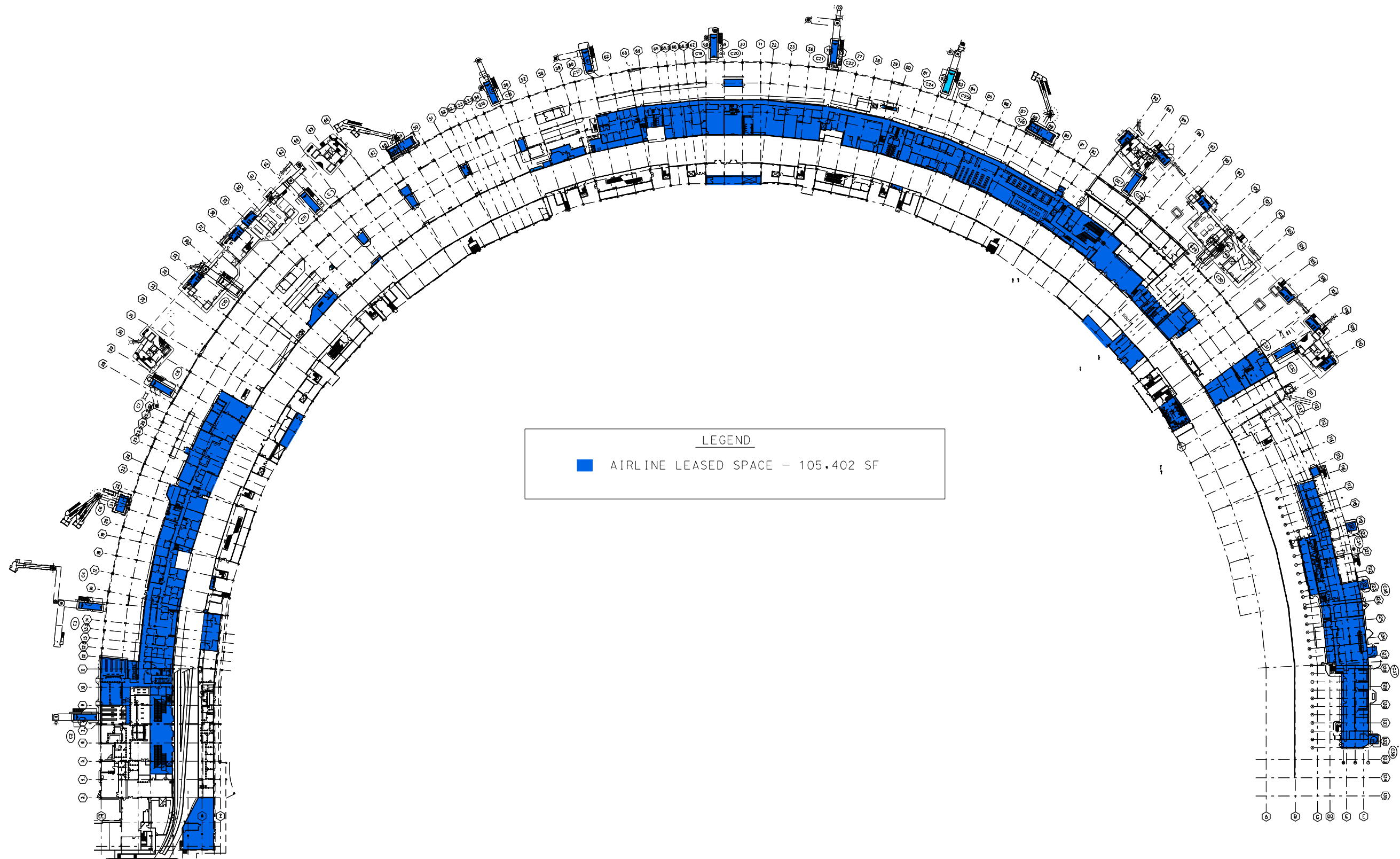


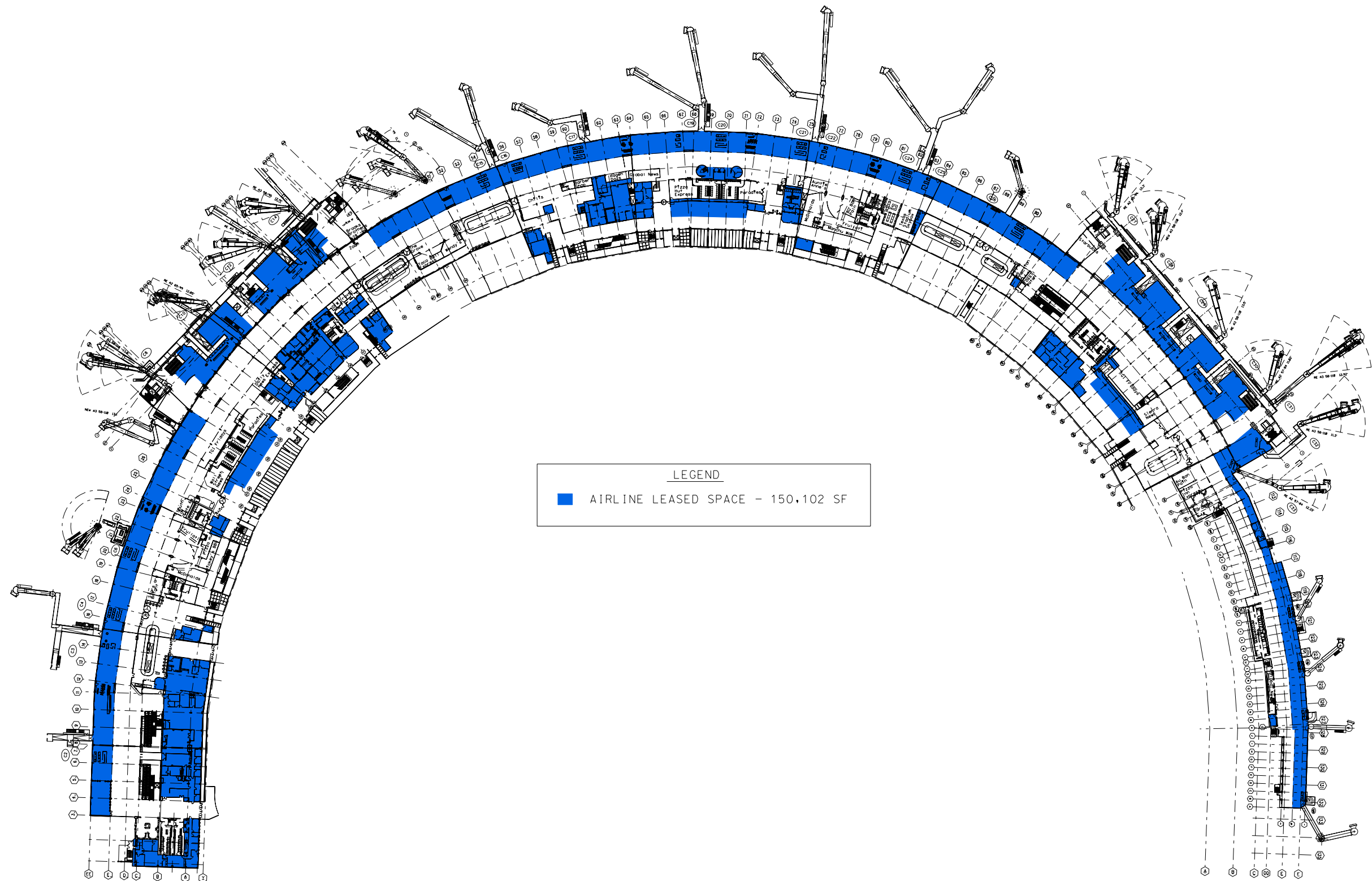
**DALLAS/FORT WORTH
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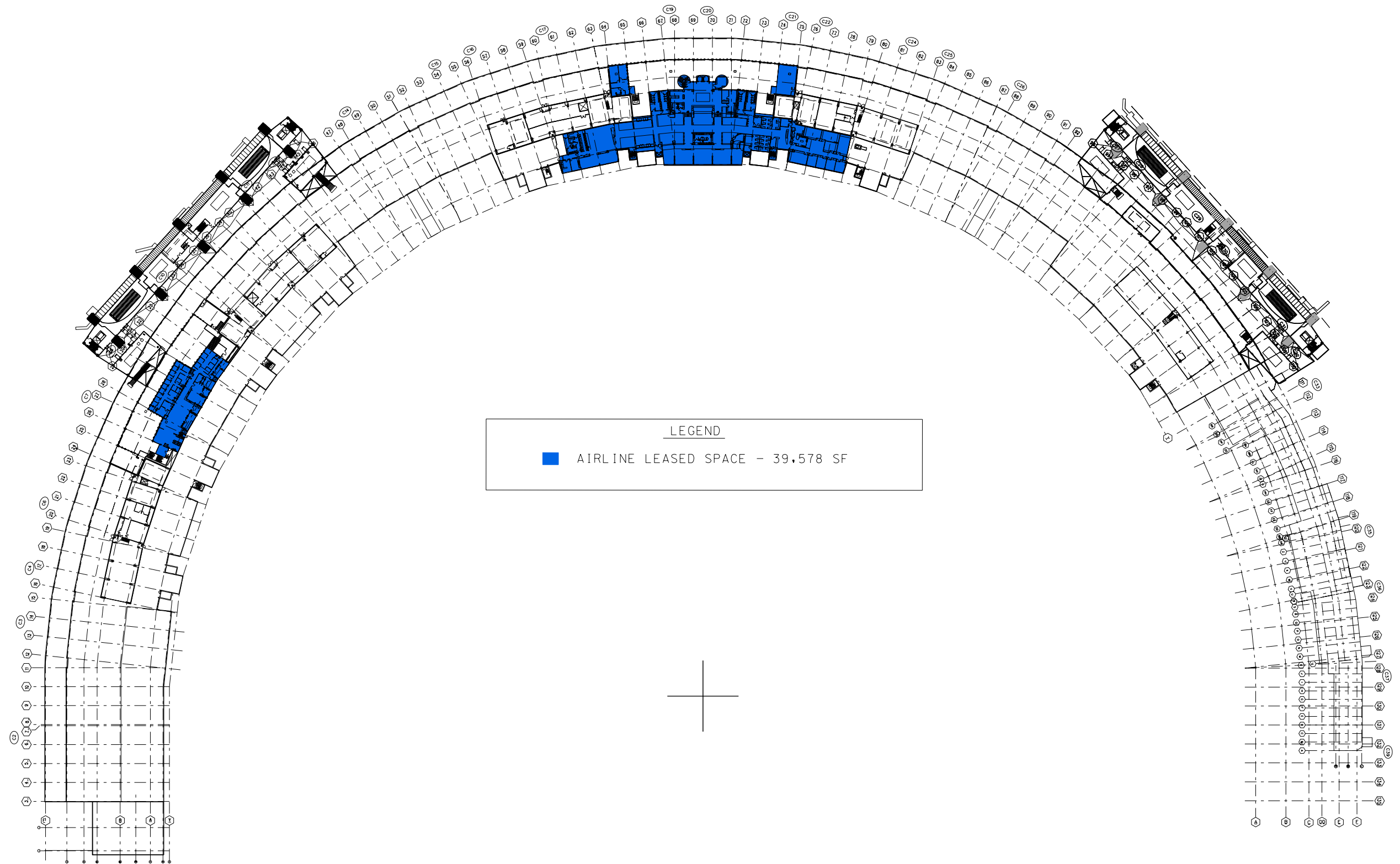
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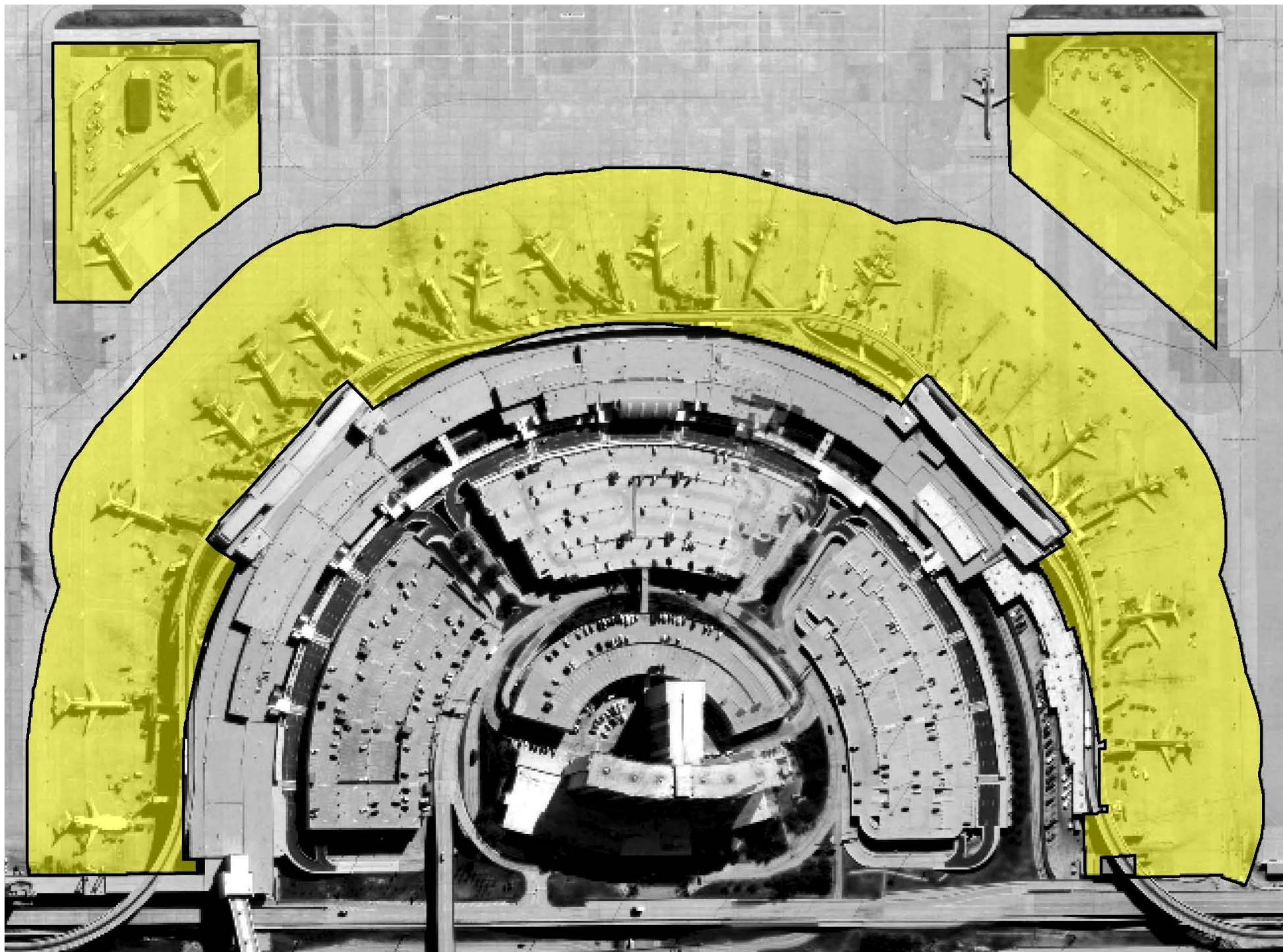
EXHIBIT C PAGE 7
TERMINAL B
THIRD LEVEL

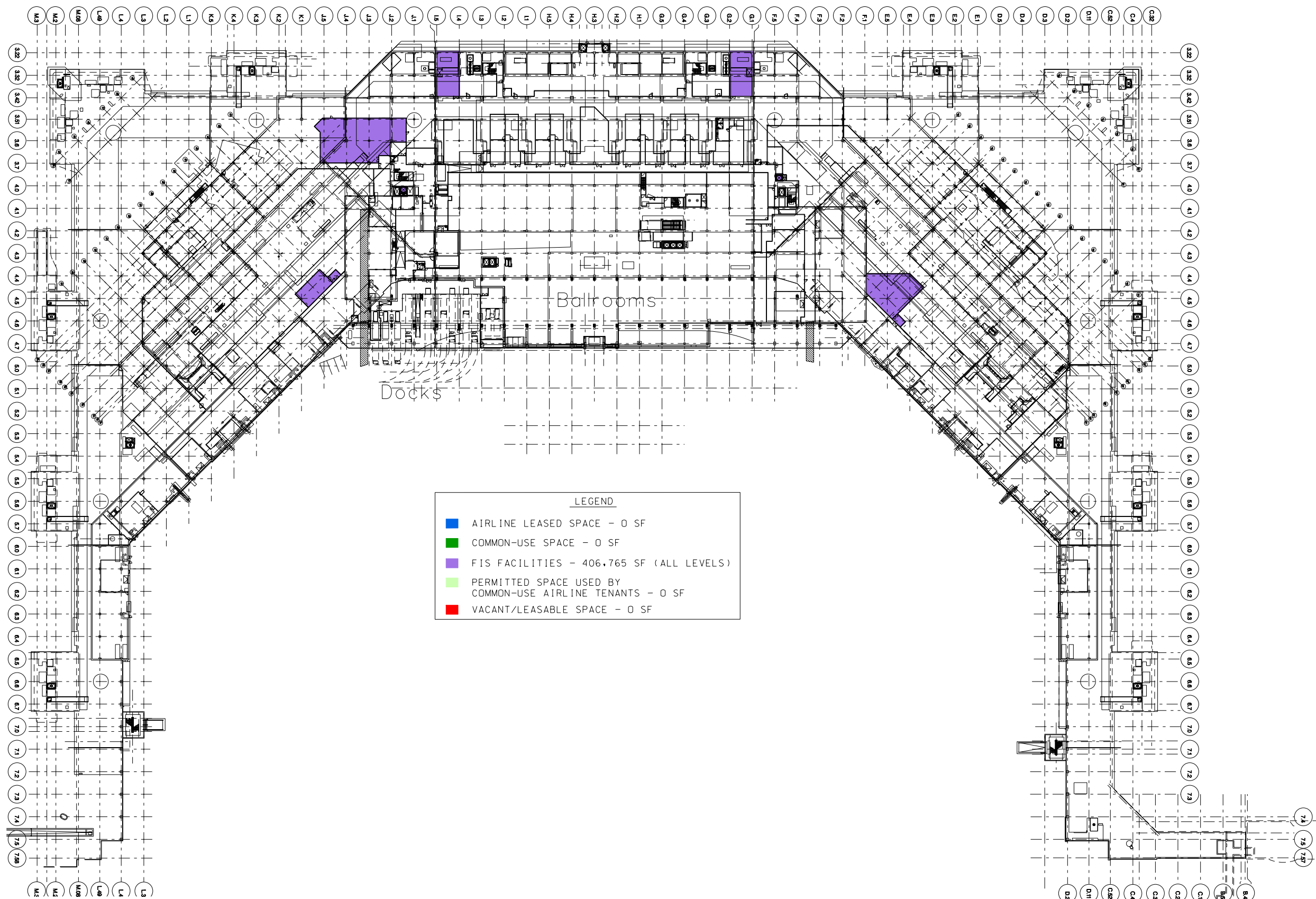


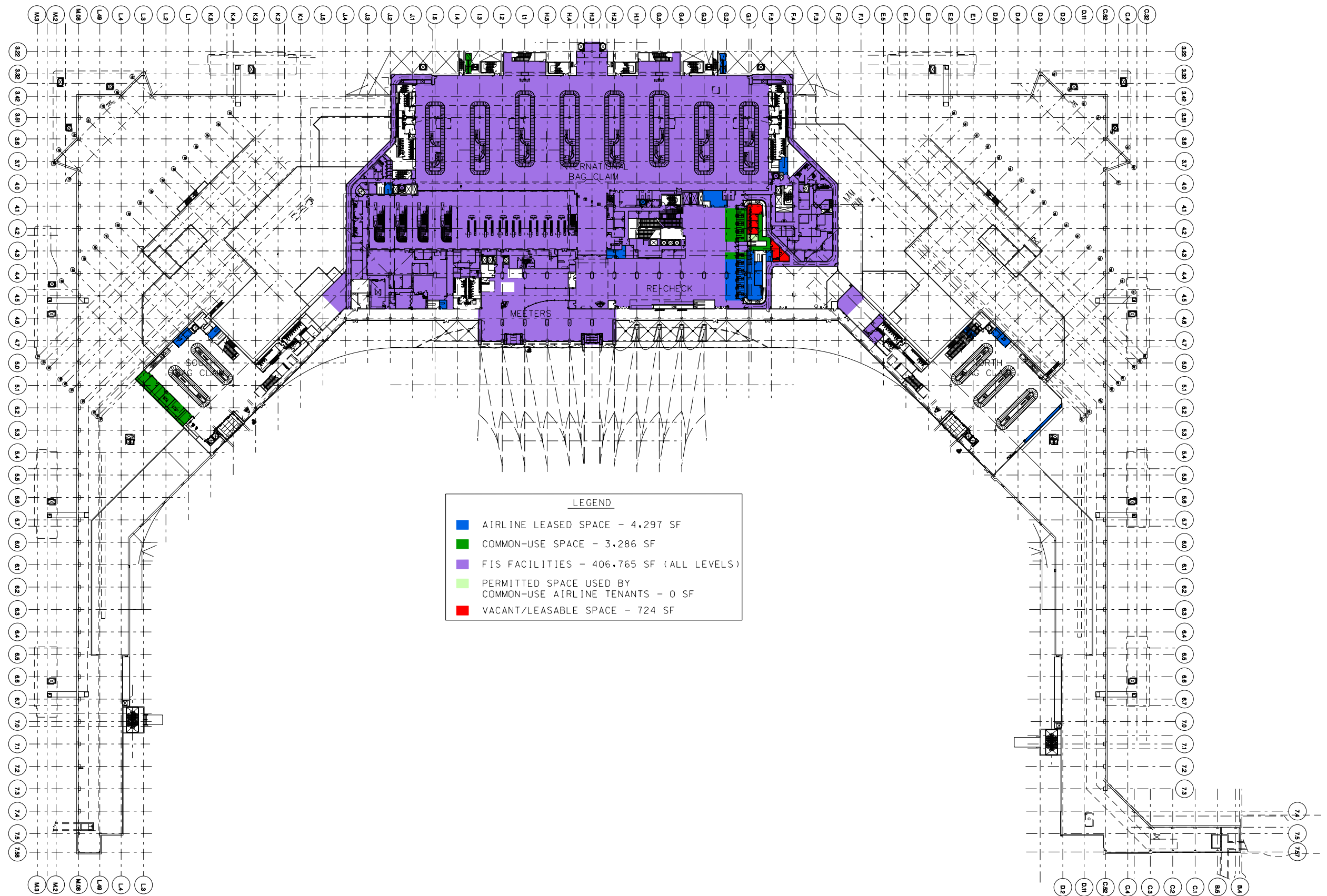


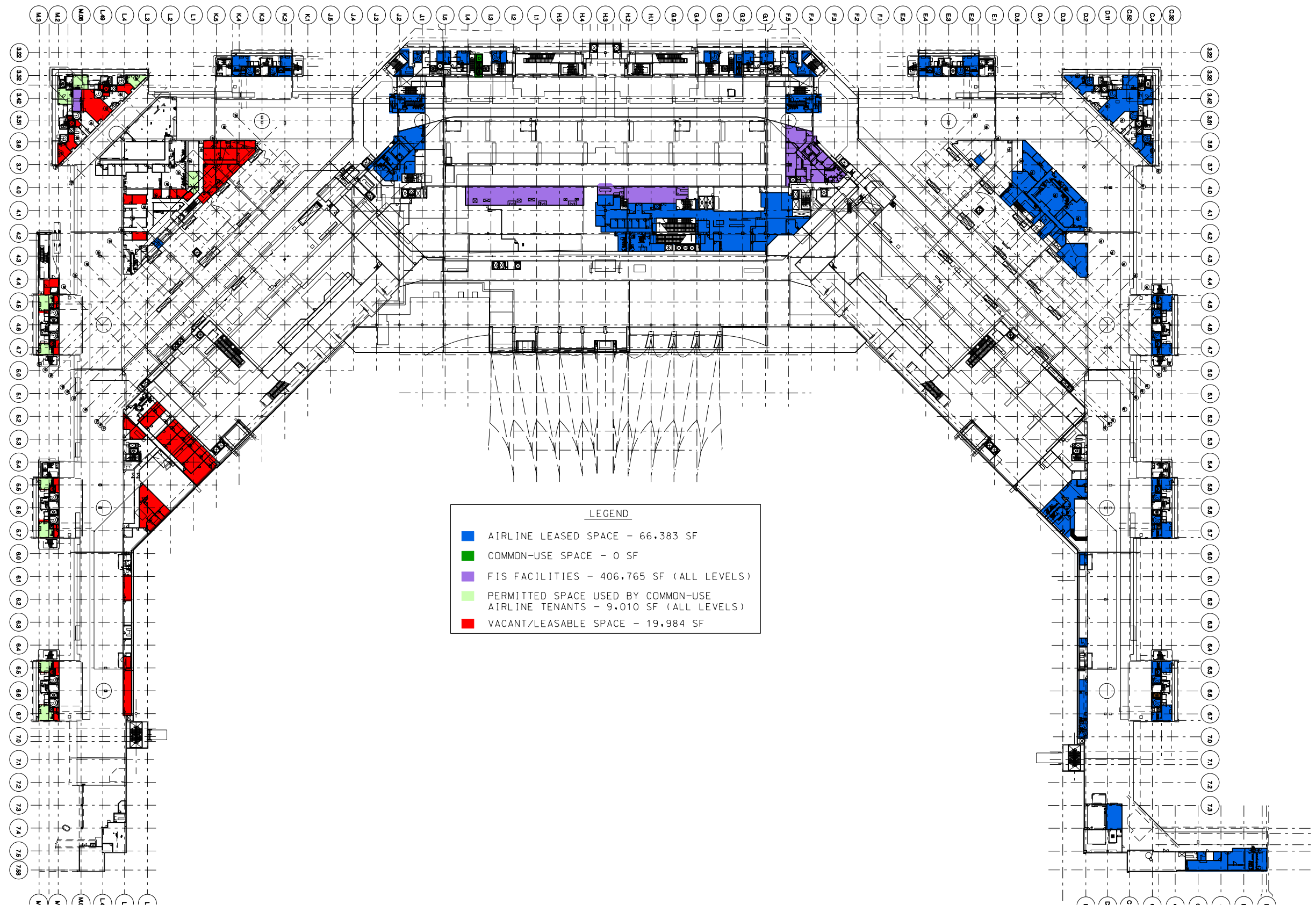






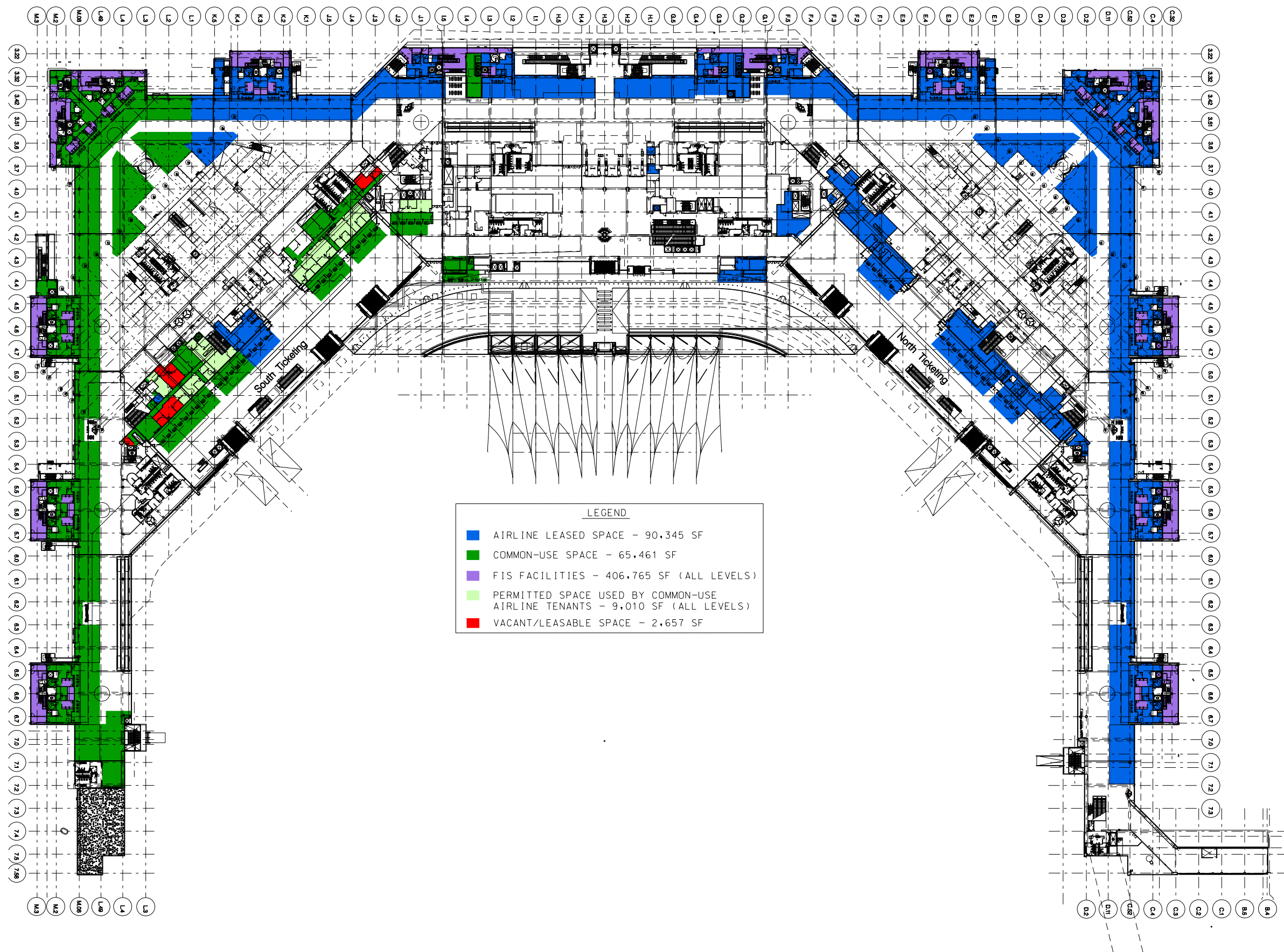


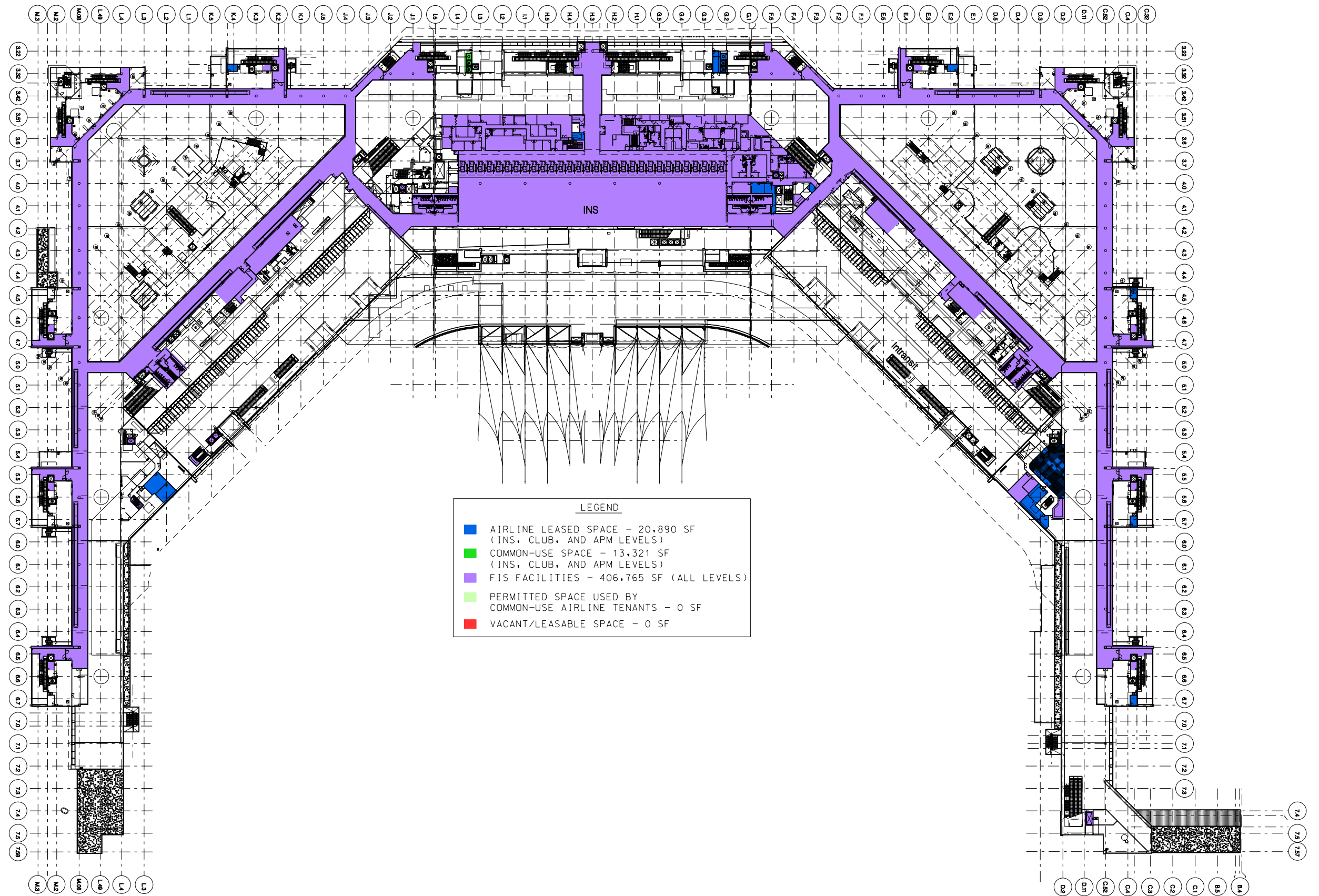


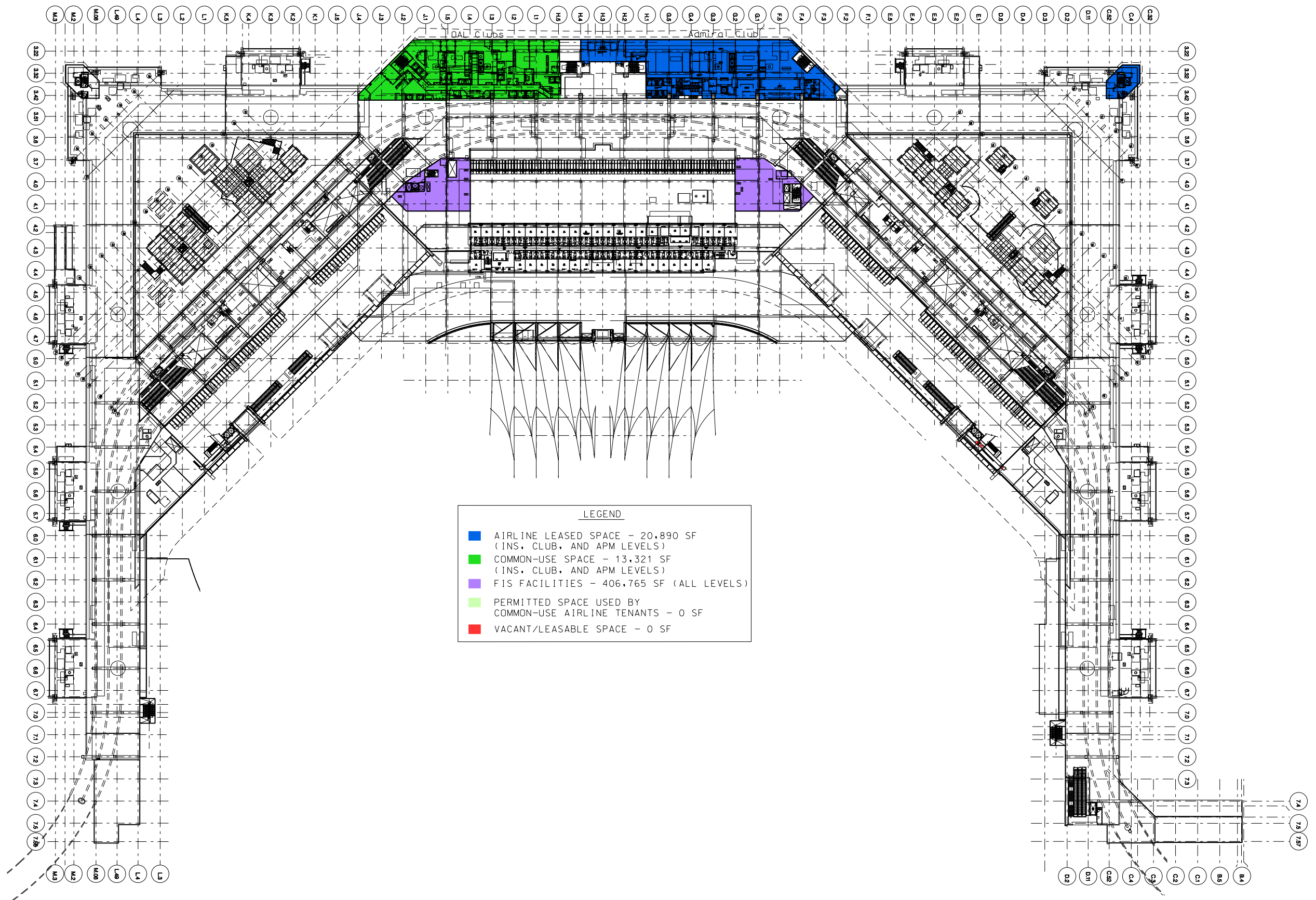


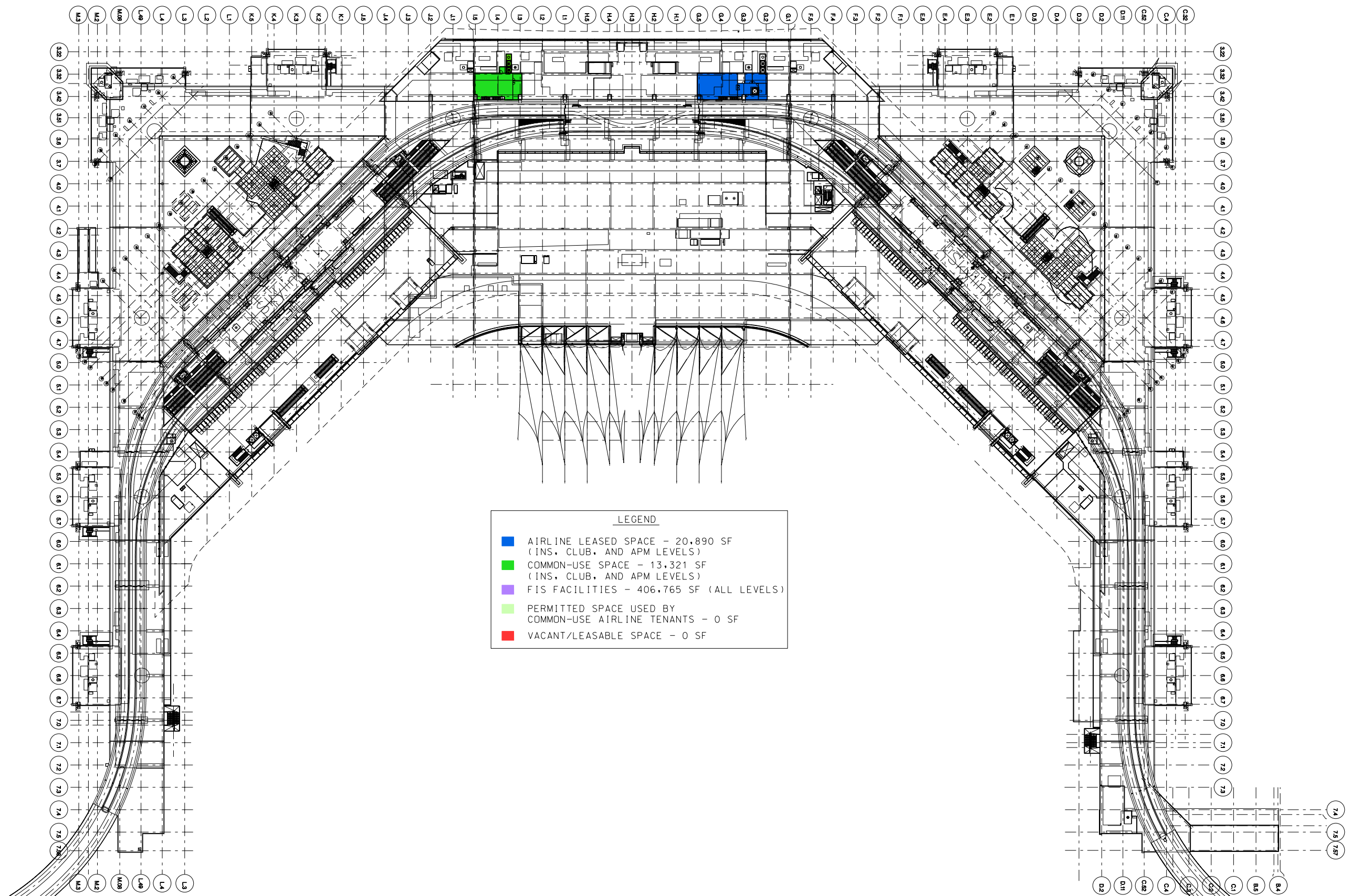
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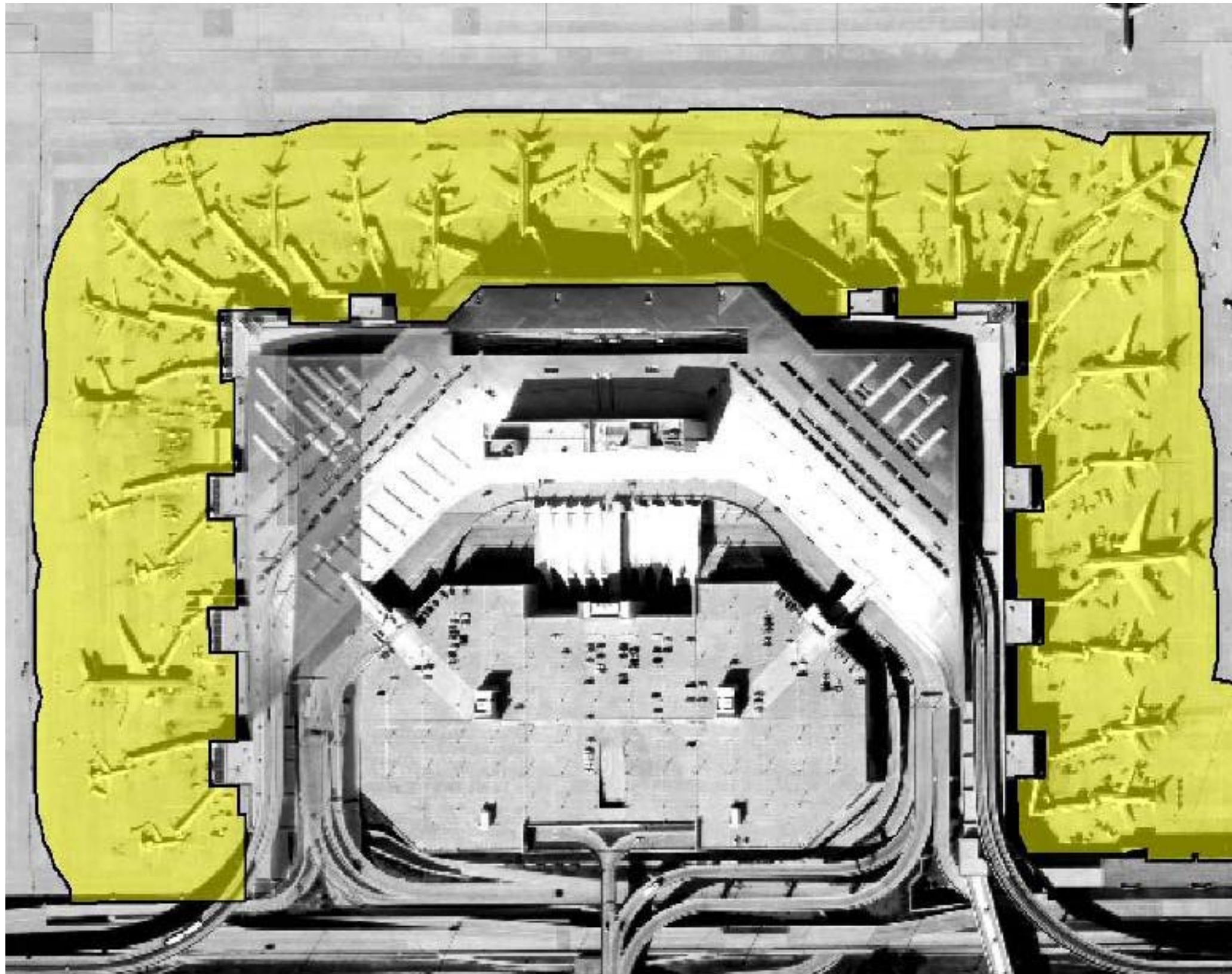
AIRLINE LEASED PREMISES









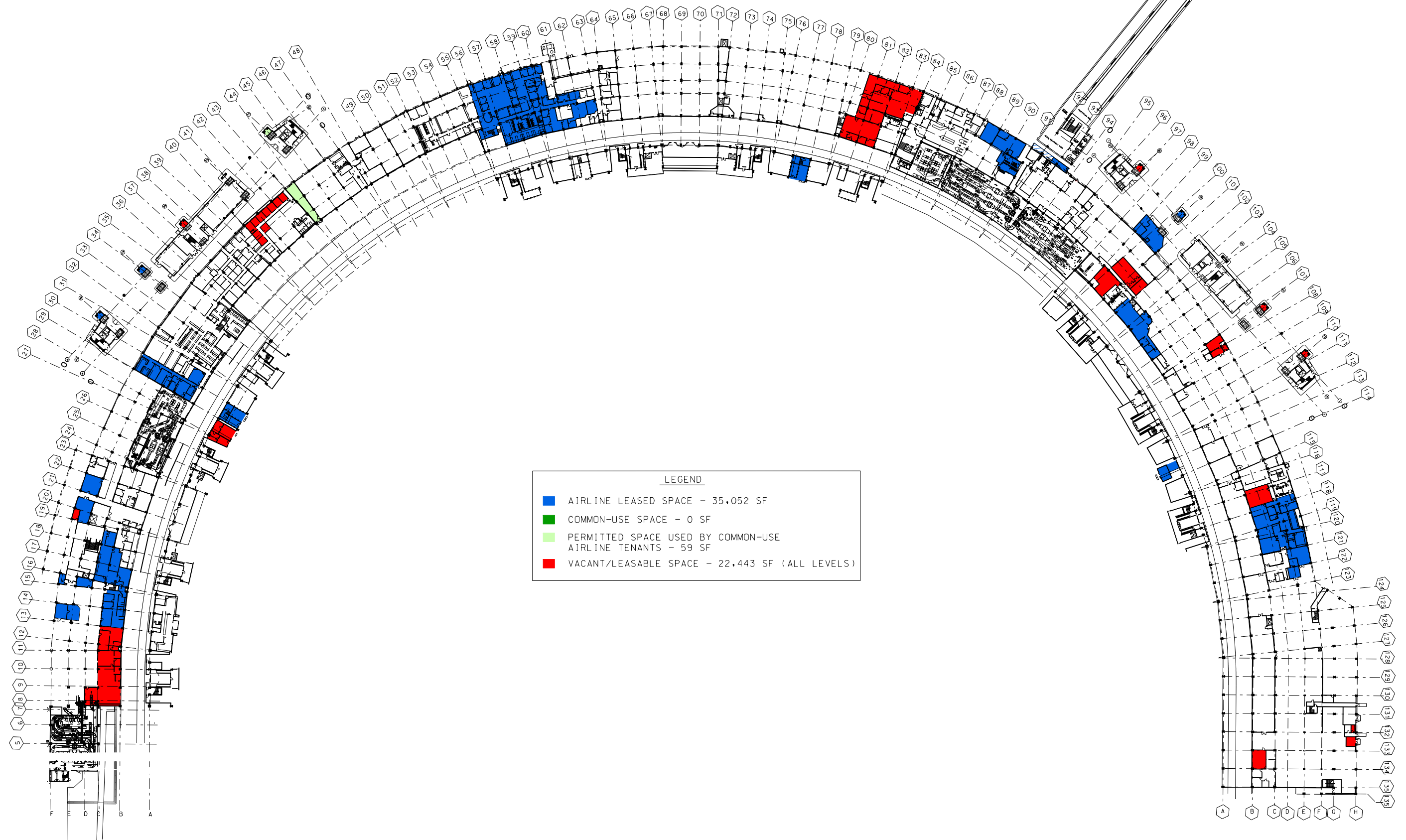


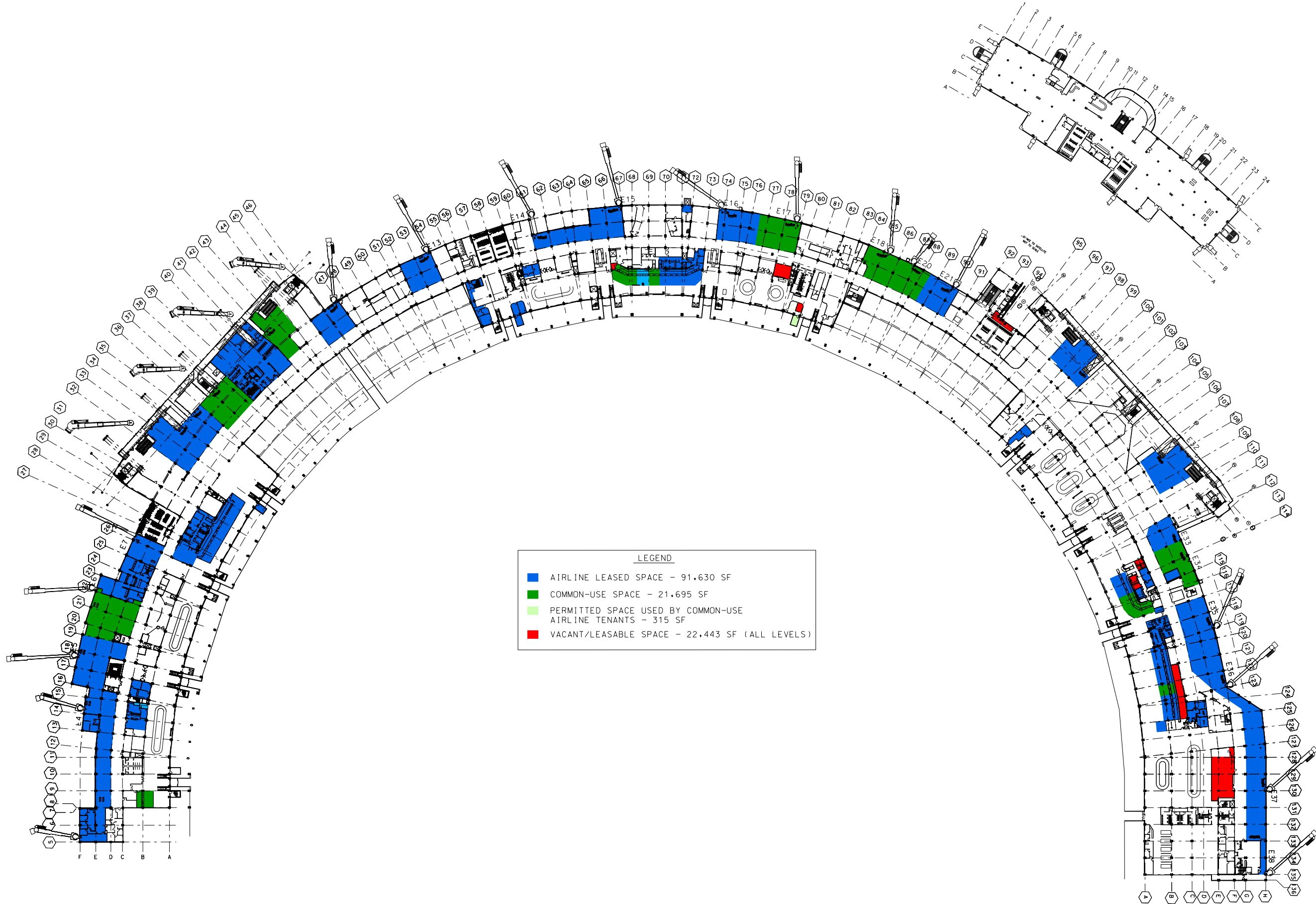
TERMINAL AIRCRAFT APRON AREA

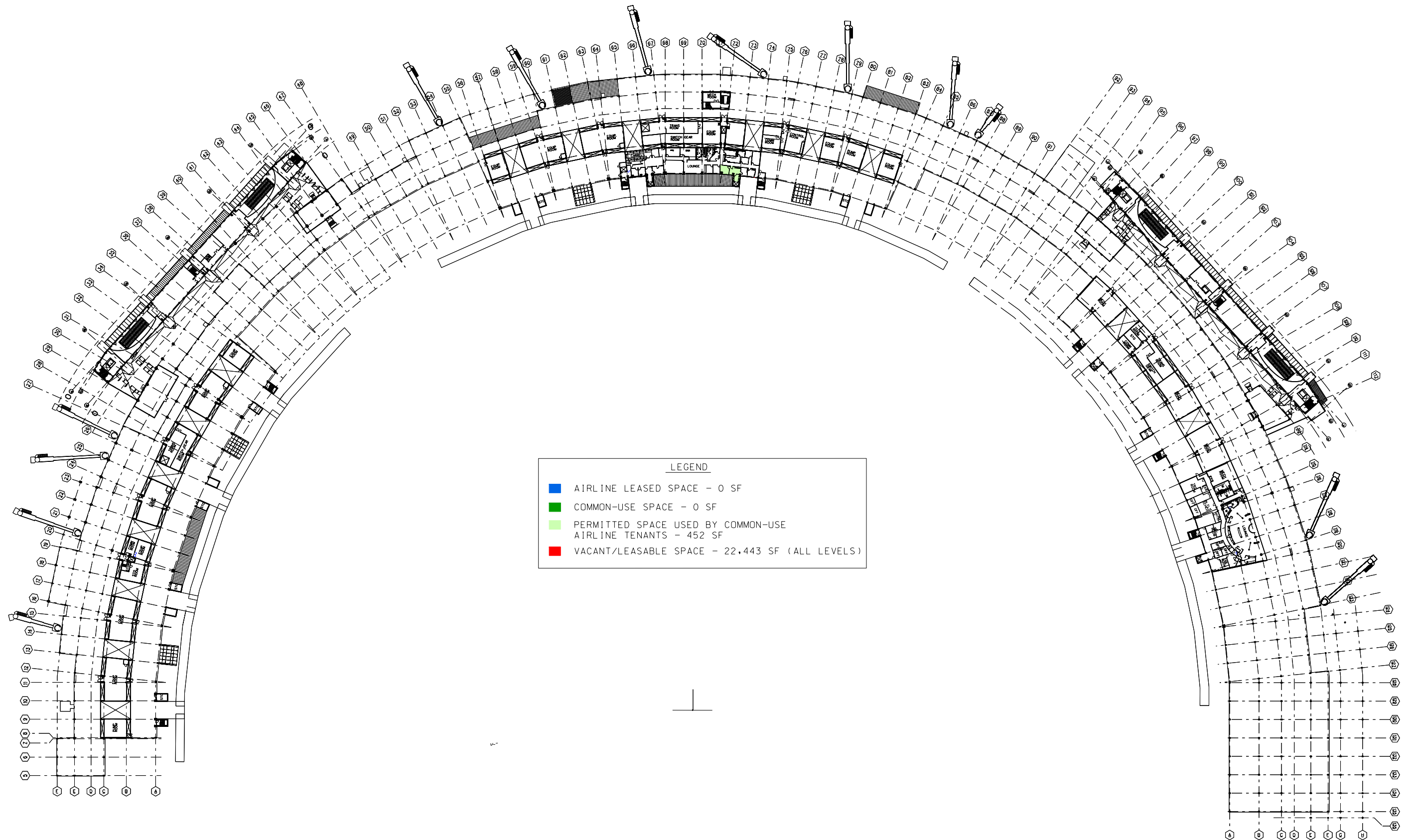
EXHIBIT C PAGE 20
TERMINAL D



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT







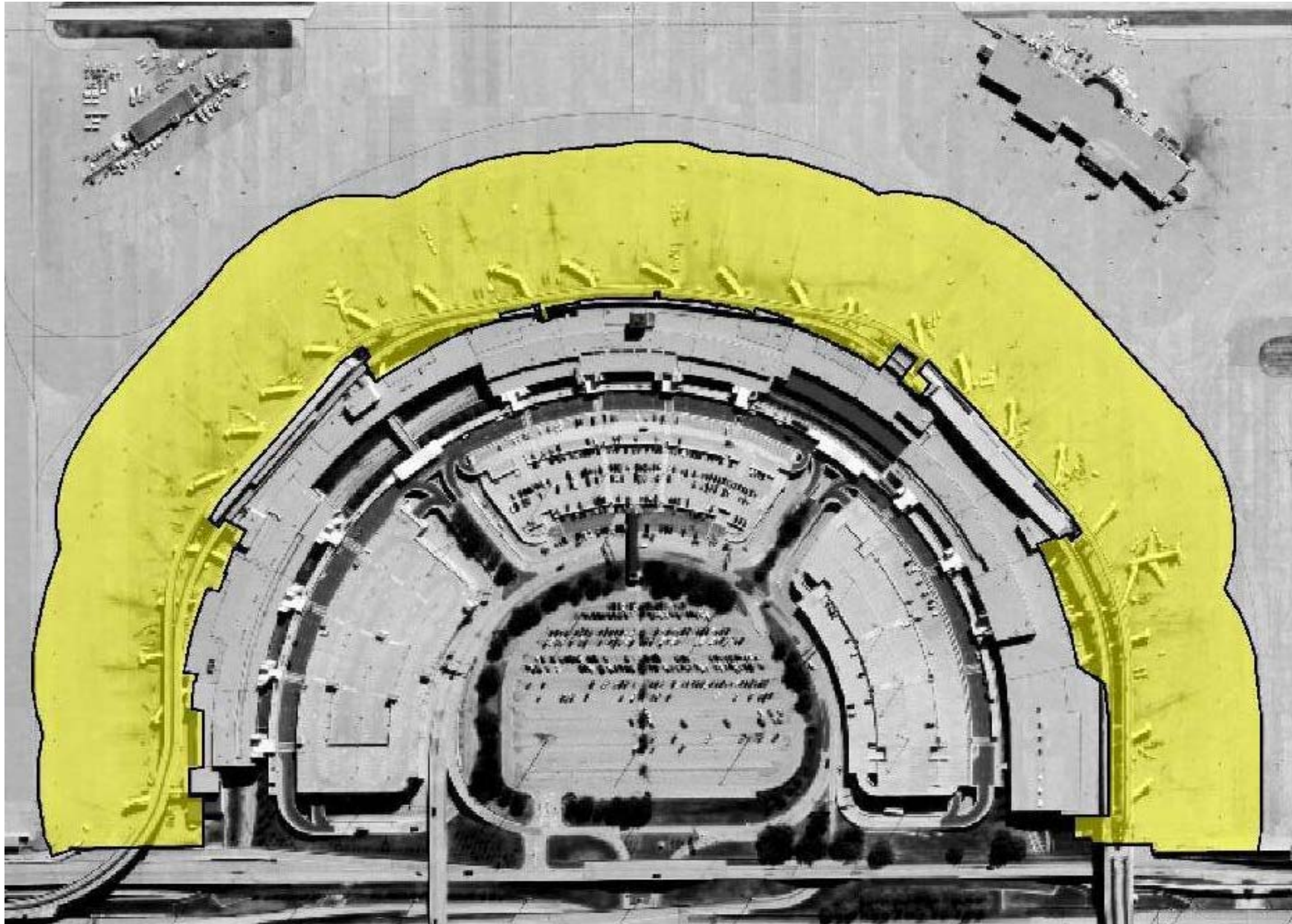


Exhibit D

PREFERENTIAL USE RULES AND PROCEDURES

A. PURPOSE

DFW intends to provide open access to the Terminals and related facilities at the Airport to all Air Carriers wishing to serve the Airport, and to realize a balanced use of Airport facilities. To achieve these goals, DFW may modify, reconfigure, reassign, reallocate or require shared use of passenger Terminal space as more fully described in this Exhibit.

B. GATE ASSIGNMENT

- (1) DFW shall lease AIRLINE one or more Gate(s) on a preferential use basis, in accordance with the minimum Gate use requirements herein, for all scheduled flights, subject to the specific gate use procedures for Off Schedule Operation Events contained herein.
- (2) AIRLINE will have priority in using its Preferential Use Gates to accommodate its flights. However, DFW may assign such Gates for use by other Air Carriers in periods when the Gates are not in use by AIRLINE, so long as the other Air Carrier vacates AIRLINE's Preferential Use Gates prior to AIRLINE's flight.
- (3) DFW may, in accordance with the procedures set forth in this Exhibit and upon written notification to AIRLINE, convert one or more Preferential Use Gate(s) assigned to AIRLINE to a Common Use Gate, or reassign such Preferential Use Gate to another Air Carrier if AIRLINE's scheduled average daily gate utilization

(including Affiliates) falls below the minimum levels established herein.

C. MINIMUM GATE USAGE

- (1) In order for AIRLINE to maintain the Preferential Use of a Gate, AIRLINE's scheduled average gate utilization (including Affiliates) must be greater than or equal to five (5) departures per day. DFW may periodically evaluate AIRLINE's utilization of the Terminal in terms of average number of daily departures per Gate for the immediately preceding three calendar quarters (the "Test Period"). If AIRLINE's average gate utilization is less than five departures per day during the Test Period (as determined by taking the total number of scheduled departures during the Test Period and dividing by the product of total number of Gates preferentially leased to AIRLINE times the number of days in the Test Period), DFW, at its option and in order to accommodate the needs of other Air Carriers at the Airport, may upon thirty (30) days' written notice to AIRLINE require AIRLINE to relinquish a proportionate number of its Gates such that, on a pro-rata basis, excluding relinquished Gates, the remaining Gates would have demonstrated an average utilization of at least five (5) departures per day during the Test Period. In addition, AIRLINE must make available, as necessary, proportionate amounts of ticket counter, ticket office space, and bag makeup areas.
- (2) IF DFW requires AIRLINE to relinquish Gates, including ticket counter positions and other space, DFW and AIRLINE will confer to determine which Gates will be relinquished. If, after twenty (20) days of good faith negotiations, no agreement has been reached, DFW shall select the Gates, including ticket counter positions and other space. If AIRLINE is unable to operate all of its flights from

AIRLINE's remaining Gate(s), including ticket counter positions and other space, and:

- i. The Gate relinquished by AIRLINE is converted into a Common Use Gate, AIRLINE shall have priority in the use of the relinquished Gate over other users of the Common Use Gate for those of its flights which, because of a schedule conflict, cannot be operated from AIRLINE's remaining Gates; or
- ii. The Gate, including ticket counter space and other space, relinquished by AIRLINE is assigned to another Air Carrier on a Preferential Use basis, and AIRLINE is unable to make arrangements with another Air Carrier to accommodate those of its flights which, because of a schedule conflict, cannot be operated from AIRLINE's remaining Gates, DFW shall assign such flights to available Common Use Gates as close to AIRLINE's Preferential Use Gates as reasonably possible under the circumstances.

D. GATE USAGE

- (1) AIRLINE shall minimize its time of usage of its Gates and shall remove its aircraft promptly, when aircraft are not being loaded or unloaded, from the aircraft loading positions to make available the use of the related passenger hold rooms whenever DFW notifies it that one or more of AIRLINE's Gates are required for loading or unloading of other Air Carriers.
- (2) Whenever DFW requires AIRLINE to remove its Aircraft from its assigned aircraft loading positions, DFW shall provide paved aircraft parking space(s) in an area designated by DFW for such purposes to accommodate the removed aircraft, and the expense

for the paved aircraft parking space shall be charged to the Terminal Cost Center.

E. REASONABLE FEES

Whenever AIRLINE's Preferential Use Gate(s) is used by others, AIRLINE may charge such other users a reasonable fee not to exceed its direct costs and expenses related to providing such facilities plus an administrative overhead charge up to fifteen (15%) percent.

F. MODIFICATIONS, RECONFIGURATIONS, REASSIGNMENTS OR RELOCATIONS

DFW may modify, reconfigure, reassign, reallocate or relocate AIRLINE's Preferential Use Gates to (1) improve the utilization or functional capacity of a Terminal; (2) to implement Terminal capital projects, including TRIP capital projects; or (3) as necessary due to casualty or an event of force majeure. If DFW determines it is necessary to modify, reconfigure, reassign, reallocate or relocate AIRLINE's Preferential Use Gates, DFW shall consult with AIRLINE. DFW shall consider the input of AIRLINE in good faith, but DFW shall make the necessary decisions regarding modification, reconfiguration, reassignment, reallocation or relocation. DFW shall not relocate AIRLINE against its will to premises that are materially greater in area or that would result in increased Rent when compared to the AIRLINE's Leased Premises at the time of relocation. To the extent reasonably possible, DFW shall provide the relocated Air Carriers with space that meets their operational requirements. IF DFW implements a plan to modify, reconfigure, reassign, reallocate or relocate facilities that is unacceptable to AIRLINE, and AIRLINE reasonably determines that the proposed new premises are inadequate to meet AIRLINE's operational requirements, or to maintain AIRLINE's competitive position at the Airport, AIRLINE may terminate

this Agreement without penalty upon ninety (90) days' prior written notice to DFW.

G. ACCOMMODATION OF REQUESTING AIR CARRIERS

DFW shall accommodate the needs of an Air Carrier that seeks to initiate passenger service to the Airport, but does not then lease space at the Airport, or an incumbent Air Carrier that seeks to expand its service to the Airport (collectively, a "Requesting Airline") as follows:

- (1) If available, DFW shall grant the Requesting Airline the use of Gates, including ticket counter and related terminal space, that are included in Vacant/Leasable Space or that are designated as Common Use Gates. If there are an insufficient number of such Gates available, DFW shall direct the Requesting Airline to contact the Air Carriers serving the Airport to attempt to reach an agreement for the sublease or joint use of space leased by an Air Carrier or for handling of Requesting Airline's passengers, baggage, freight, and aircraft. AIRLINE agrees to reasonably consider a request by Requesting Airline to sublease or jointly use AIRLINE's Leased Premises and for handling. AIRLINE shall not impose unreasonable terms or excessive charges on the Requesting Airline for sublease, joint use or handling. All sublease, joint use agreement, and handling arrangements are subject to DFW's approval pursuant to Section 9.1 of the Agreement.
- (2) If a Requesting Airline notifies DFW in writing that it has contacted all Air Carriers at a level above the local station manager, and has exhausted all reasonable efforts to obtain accommodation for its proposed operations:

- i. DFW may require any Signatory Airline having an underutilized Gate (as determined in accordance with this Exhibit) to accommodate the Requesting Airline, or immediately relinquish such underutilized Gate back to DFW for reassignment to the Requesting Airline; or
- ii. If there are no underutilized Gates, and DFW determines that the Requesting Airline needs the requested space or facilities, and that to satisfy such need, it will be necessary for one or more Signatory Airlines to share its Gates with Requesting Airline, DFW shall notify each Signatory Airline in writing. The notice shall inform the Signatory Airlines that it is DFW's intent to make a further determination within fifteen (15) days of how the Requesting Airline will be accommodated. If the needs of the Requesting Airline have not been voluntarily accommodated by one or more Signatory Airlines within this period, DFW may grant the Requesting Airline the right of shared use of all or a designated portion of an AIRLINE's Leased Premises, together with the right of access to the affected AIRLINE's Leased Premises, and the right to use appurtenant passenger loading bridges and all other equipment which is reasonably necessary for the use of such Premises. In determining which premises will be made available to a Requesting Airline, DFW shall consider:
 1. the average number of flight arrivals and departures per Gate per day;
 2. potential flight scheduling conflicts;
 3. potential labor conflicts;

4. the location of Gates, ticket counter and other Preferential Use Gates or Common Use Gates;
 5. operational and other matters deemed appropriate by DFW.
- iii. In the event that DFW grants a Requesting Airline the right of shared use of all or a portion of AIRLINE's Leased Premises:
1. The Requesting Airline shall indemnify AIRLINE in writing from claims for damages or personal injury arising out of Requesting Airline's use of AIRLINE's Leased Premises to the same extent as AIRLINE indemnifies DFW under this Agreement;
 2. The Requesting Airline shall reimburse AIRLINE for AIRLINE's direct costs and expenses related to providing such facilities plus administrative overhead not to exceed fifteen (15) percent; and
 3. AIRLINE shall be excused from its obligation to indemnify DFW under Article 12 for claims for damages or personal injury caused by, or resulting from, Requesting Airline's use of AIRLINE's Leased Premises, except to the extent caused by or resulting from the negligence or willful misconduct of AIRLINE or AIRLINE's agents, employees or contractors.

H. OFF SCHEDULE OPERATION EVENTS

On a per Terminal basis, DFW shall have the right to allow Aircraft operations of another Air Carrier on AIRLINE's Gate during Off Schedule Operation Events; provided, however that: (1) such Off Schedule

Operations cannot be accommodated on Common Use Gates or Vacant/Leasable Space; and (2) that the use by another Air Carrier will not interfere with the scheduled active loading and unloading operations by AIRLINE, its Affiliates, and other Air Carriers already operating from AIRLINE's Leased Premises. Active loading and unloading operations shall be deemed to occur thirty (30) minutes prior to a scheduled flight arrival and thirty (30) minutes after a scheduled flight departure. Overnight parking of AIRLINE's Aircraft shall not be deemed active loading or unloading.

Exhibit E

Dallas/Fort Worth International Airport

FY 2011

Calculation of Terminal Rents

(\$000's)

	Total	Terminal A	Terminal B	Terminal C	Terminal D	Terminal E
Airline Leased Square Footage	1,110,206	335,487	171,415	295,082	181,915	126,307
Terminal Cost						
Terminal O&M Expenses	\$69,790					
Allocable Overhead	45,137					
Allocable DPS Expenses	16,422					
Allowable Maintenance Costs	35,000					
Allocable Debt Service	10,749					
Prior Period Rate Adjustment	-					
Total Terminal Cost	\$177,098					
Less Other Terminal Revenues:						
DFW Contribution	9,482					
Annual Capital Transfer	28,000					
Common Use Revenue	7,442					
FIS Facility Revenue	17,477					
Catering Fee	3,276					
Concessions O&M Reimbursement	4,439					
TSA Rent	1,558					
Net Terminal Cost Before Credits	\$105,424					
Average Terminal Rate	\$94.96					
Airline Terminal Rents Before Credits		\$31,857	\$16,277	\$28,021	\$17,274	\$11,994
Less Adjustments:						
Allocable Terminal A/C Rent Credit	4,860	2,430		2,430		
Allocable Terminal E Rent Credit	625					625
Allocable AA Maintenance Credit	35,000	17,500		17,500		
Total Adjustments	40,485					
Total Airline Rents	\$64,939	\$11,927	\$16,277	\$8,091	\$17,274	\$11,369

Exhibit F

Dallas/Fort Worth International Airport
FY11
Calculation of Airline Landing Fee
(\$000's)

	Budget FY 2011
Airfield O&M Expenses	\$22,893
Allocable Overhead	17,049
Allocable DPS Expenses	22,891
Allocable Debt Service	58,631
Allocable Incremental Coverage	-
Total Expenses	<u>\$121,465</u>
Adjustments	
Capital Threshold Adjustment	-
Prior Period Rate Adjustment	-
	<u>-</u>
Less: Other Airfield Revenues	
Aircraft Parking	\$335
General Aviation	1,449
Fuel Facility	5,417
Total Revenues	<u>\$7,202</u>
Net Airfield Cost	<u><u>\$114,263</u></u>
Total Landed Weight	36,725
Landing Fee Rate (per 1,000 lbs)	<u><u>\$3.11</u></u>



TERMINAL MAINTENANCE STANDARDS

Facility Maintenance Standards

and

Custodial Standards

Exhibit G



MAINTENANCE STANDARDS

Prepared By:

JACOBS™

April 8, 2009

REVIEW DOCUMENT

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MAINTENANCE STANDARDS

The maintenance standards define the performance criteria of terminal systems/components to be achieved by compliance with the maintenance contract. Meeting these standards will ensure that the terminal is properly maintained. A properly maintained terminal will protect the environment and the health of the traveling public and other users of the terminals. Proper and appropriate maintenance will also increase the useful life of systems/components.

The standards are based on published referenced standards and/or professional judgment. All work is to be done in a professional manner. All systems/components are to be maintained per applicable codes and in accordance with the manufacturer's recommendations. The following guidelines address most of the major systems/components of the terminal but may not address all items.

1. PROJECT REFERENCES

- International Property Maintenance Code, Edition as Amended 12/13/05, 2003 2nd Amendment Adopted 8/15/06
- Facilities Maintenance Repair Cost Data, RSMeans Company, Inc., 2003
- Cost Planning & Estimating for Facilities Maintenance, RSMeans Company, Inc.
- The Carpet and Rug Institute, Inc. (CRI) , current edition
- ASHRAE STD 55, current edition
- ASHRAE Standard 52, current edition
- IESNA Lighting Handbook Reference & Application
- National Electric Code, current edition
- NFPA 70 National Electrical Code, current edition
- NFPA 70B Electrical Equipment Maintenance, current edition
- NFPA 101 Life Safety Code, current edition
- NFPA 10, current edition
- NFPA 25, current edition
- NFPA 72, current edition
- NFPA Fire Protection Systems, Inspection Test and Maintenance Manual, current edition
- FDA

2. ARCHITECTURAL

The following are the standards that the architectural systems shall meet:

Flooring

Transition strips between floor materials shall always be properly maintained to not present a tripping hazard. Properly maintained includes the transition strips being properly adhered to the surface, no loose parts, no missing pieces, etc.

Any safety painted edges and treads shall be clean and have a bright appearance.

- Carpet

MAINTENANCE STANDARDS

The flooring surfaces shall be free of defects. Defects include, but are not limited to scratches, cracks, loose flooring, unraveled seams, wear patterns, tears, tripping hazards and water stains.

The carpet shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

- Non-Carpeted surfaces

The flooring surfaces shall be free of defects. Defects include, but are not limited to uneven floor joints, scratches, cracks, loose flooring, tripping hazards, dirty floors, uneven surfaces, broken or missing floor tiles, loose or deteriorated grout.

The flooring surfaces shall be maintained in accordance with the manufacturer's recommendations for each type of flooring surface. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Vertical Wall Surfaces (interior and exterior)

Vertical wall surfaces shall not be allowed to become dull and faded.

Vertical walls shall be free of all defects. Defects include but are not limited to dents, water stains, holes, moisture, failing caulk, stains, gouges, scratches, peeling and/or fading paint, chips, cracks, mold, deterioration, protrusions, sharp or damaged corners and base moldings, bowing and spalling. Exterior walls shall properly prevent moisture from entering the terminals.

The contractor shall perform all maintenance requirements for each finish. Each finish shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Doors/Frames

Doors shall be free of all defects. Defects include but are not limited to broken or malfunctioning hardware and locksets, deteriorated paint, smudges and grime, discoloration, scratches, rust and holes, loose door parts such as rails, stiles or panels, cracked or broken glass, split or cracked wood on the door or frame, improper door frame alignment, missing door thresholds or hardware, miss-aligned doors, auto-doors/self-closing doors not opening or closing properly, missing seals and weather stripping, and not compliant with ADA standards. If door is supplied with a key and lock function, the assembly should properly work systematically with ease. Panic hardware shall be operational and compliant with applicable codes for proper egress.

The contractor shall perform all maintenance requirements for each type of door/frame. Each type of door/frame shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

MAINTENANCE STANDARDS

Windows (including window film)

Windows shall be free of all defects. Defects include but are not limited to broken glass, cracks, scratches, leaking windows, foggy or condensated windows, peeling film, deteriorated caulk, broken seals, deteriorated window flashing, dents, loose screens, loose fasteners and damaged or rust spots on steel frames. No water intrusion shall be observed in or around windows.

The windows shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Ceilings

Ceilings shall be free of all defects. Defects include but are not limited to water stains, holes, scratches, chipped tiles, cracks or discolorations on ceiling, damaged diffusers, missing tiles, gaps between tiles and grid, miss-aligned ceiling grid, bent/damaged ceiling grid and sagging tiles.

The contractor shall perform all maintenance requirements for each type of ceiling system. Each type of ceiling system shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Roofing

The roofing systems shall be properly maintained to prevent water intrusion into the terminal buildings.

Roofing shall be free of all defects. Defects include but are not limited to clogged drains, debris, bare spots, slippage, degradation, excessive ponding, chipped paint, discoloration, rusting, missing seals, water damage, leaking from roof drains, open joints, punctures/splits, damaged flashing at equipment base and roof penetrations, and damaged or missing flashing transition on exterior wall parapets.

The roofing shall be maintained in accordance with the manufacturer's recommendations for each type of roofing surface. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Signage

Signage and graphics shall be free of all defects. Defects include but are not limited to dirt, stains, holes, cracks or discolorations, damaged lighting, un-level signage, loose mounting, missing fasteners, missing letters, and burned out bulbs on illuminated signage.

The signage shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

MAINTENANCE STANDARDS

Exterior and Interior Railings

Railings shall be free of all defects. Defects include but are not limited to loose rails, broken and/or damaged components, scratched surfaces, rust or corrosion, and chipped paint.

The railings shall be properly maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Furniture

○ **Fixed Seating**

Fixed seating shall be free of all defects. Defects include but are not limited to discolorations, wear, tears, scratches, chipped painting, holes, loose or broken seating.

The seating shall be properly maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

○ **Tables**

Tables shall be free of defects. Defects include but are not limited to discolorations, wear, scratches, uneven surfaces, scratches, wobbly or unbalanced, chipped painting, and inoperable drawers.

Restrooms

All fixtures shall be fully operational.

○ **Toilet Partitions**

Toilet Partitions shall be free of all defects. Defects include but are not limited to unaligned doors, missing coat hooks, cracks, damaged frame, and dents.

○ **Mirrors**

Mirrors shall be free of all defects. Defects include but are not limited to broken glass, cracks, peeling film, and damaged frame.

○ **Countertops and accessories**

Countertops and accessories shall be free of all defects. Defects include but are not limited to broken or damage accessories, cracks, and damaged counters.

The restroom systems/components shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

3. HVAC SYSTEMS**Air Filters**

Proper air filter changes should be verified to insure air handling systems are operating under optimal conditions and indoor air quality is being maintained.

Air Filters shall be free of defects. Defects include but are not limited to improper pressure drop across filter, dust build-up on filter, and improper filters.

The air filters shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Supply and Return Ductwork/Piping/Insulation

All ductwork, piping and insulation shall be free of defects. Defects include but are not limited to loose hanger straps, pinched flex duct and deteriorating or torn insulation. The ductwork/piping/insulation shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

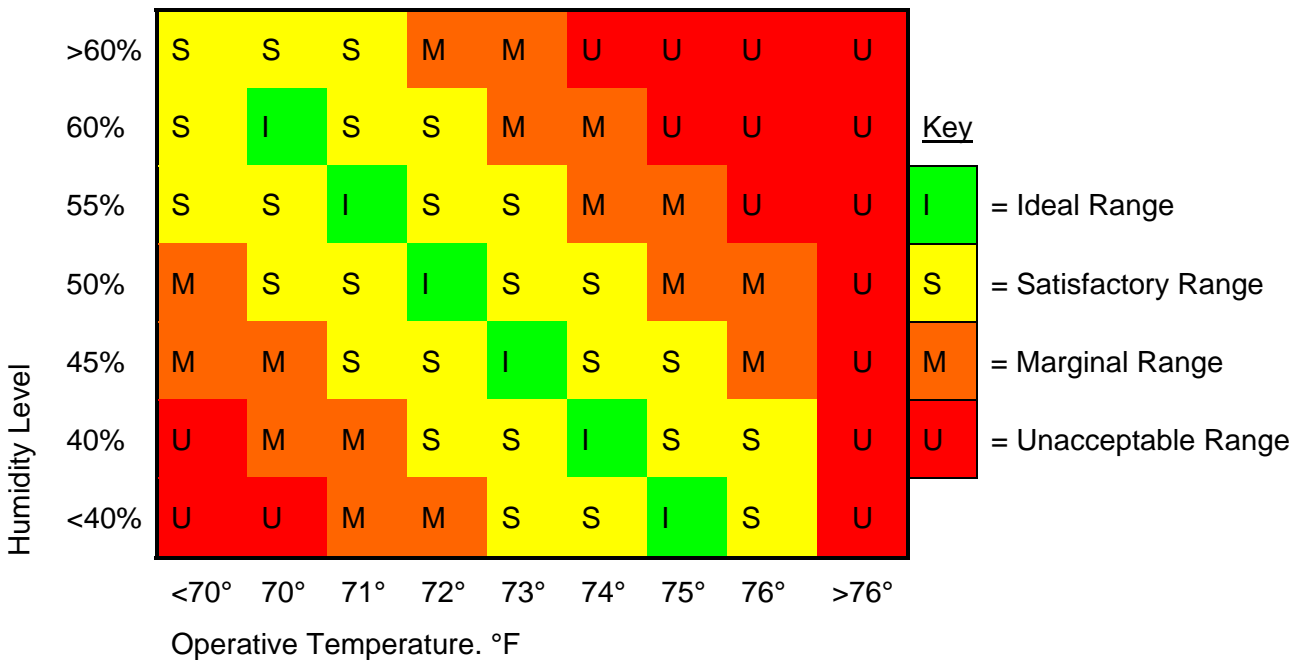
Thermal Comfort (Cooling)

Ideal air temperature and humidity levels have been determined based on the ASHRAE STD 55 Operative Temperature chart. Operative temperatures and humidity levels will be measured and recorded. Temperatures should be measured and recorded in one degree intervals and humidity levels should be measured and recorded in 5% intervals. Findings should be compared with the Temperature and Humidity Scoring Chart below.

The air conditioning system shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

MAINTENANCE STANDARDS

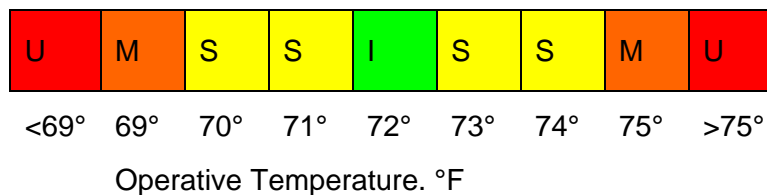
Temperature and Humidity Scoring Chart



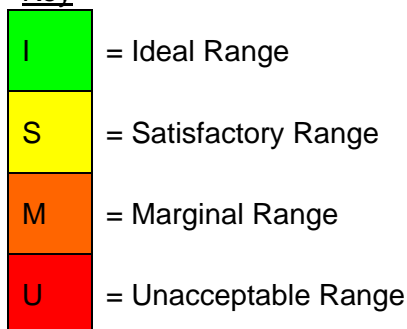
Thermal Comfort (Heating)

Ideal air temperature has been determined based on the ASHRAE STD 55 Operative Temperature chart. Operative temperatures will be measured and recorded. Humidity levels will not need to be measured and recorded. Temperatures should be measured and recorded in one degree intervals. Findings should be compared with the Temperature Scoring Chart below. The contractor shall perform all maintenance requirements per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Temperature Scoring Chart



Key



Exhaust Systems

Exhaust fans shall operate as designed. Each exhaust fan shall be operational and exhausting 95 percent or greater of its rated capacity.

Exhaust fans shall be free of defects. Defects include being inoperable, excessive noise and/or vibration and not performing to 95 percent of rated capacity. The exhaust systems/components shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Thermostats

Thermostats shall give correct temperature readings and be operational. All programmable thermostats should be properly programmed to ensure that operational and after hour program settings are correct. The thermostats shall be maintained in accordance with the manufacturer's recommendations and in compliance with DFW Energy Policy. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Drain Pans

Drain pans shall be free of defects. Defects include but are not limited to microbial growth, adjacent surfaces that are wet from the drain pan, leaks, loose hanger straps and any damage that could negatively affect intended purpose. The drain pans shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Outdoor Air Intake Louvers

Outdoor Air Intake Louvers shall be free of defects. Defects include but are not limited to missing or loose fasteners, damaged louver blades and gashed bird screens. The louvers shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

4. PLUMBING FIXTURES**Fixtures**

All fixtures shall be in proper working condition, free of water leaks/dripping and secured to walls, floors and counter tops. All electronic devices (hands free) pertaining to plumbing fixtures shall be functional and set within limits of manufacturer and local codes. Defects include but not limited to missing or loose parts, broken, chipped or cracked surface areas, loose fixtures, missing caulking (where applied), stained or biological growth on surfaces, leaking valve handles or dripping faucets.

The fixtures shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Water Heaters/Heat Exchangers

Insure water temperature range is within manufacturer's guideline requirements for all plumbing fixtures. Keep areas surrounding water heaters/exchanger free of storage items and combustible chemicals. Defects include but not limited to; water not tempered to heating range of fixtures, i.e.; lavatories require 90F - 120F degree tempered water where kitchen sinks call for 120F- 140F degree hot water, temperature/pressure relief valves not in proper working condition and plumbed to outside or safe blow down area. If gas fired; defects include but are not limited to flue vents not vented properly and secured to equipment, walls and roof. Ensure area is sufficiently large enough for water heater/exchanger and ensure water heaters/exchanger has adequate combustible air for operation.

The water heaters/heat exchangers shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Piping and Insulation

Piping materials shall bear label, stamp, or other marking of specified testing agency. Indicate locations of zone valves, adequate area to permit valve servicing and emergency shut off devices. Assure labels and jacket materials and adhesive, mastic, tapes and cement are properly installed. Insure insulation is smooth, straight and even surfaces, free of voids through length of equipment and piping including fittings, valves, and specialties. Defects include but not limited to piping with sags and bends, and hangers not installed properly.

The piping and insulation shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Potable Water Cabinets

Units shall be in proper working order according to manufacture's requirements. Defects include but not limited to loose mounting and unsecured to wall or floor mounting, cabinet has burred edges, cracks, or torn areas that would be a safety hazard, water hose is worn or leaking.

The potable water cabinets shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

5. ELECTRICAL POWER**Lighting Systems**

The following are the recommendations of The IESNA Lighting Handbook Reference & Application for the lighting systems.

The average of the measured footcandles shall be within plus or minus ten percent of

MAINTENANCE STANDARDS

the measurements listed below or to the design intent of the fixture:

Non-Secure Side of Concourse

Ticket counters

Average 50 horizontal footcandles at work surface

Average 30 vertical footcandles

Self check-in/waiting areas

Average 5 horizontal footcandles at floor

Average 3 vertical footcandles

Elevator Lobby

Average 5 horizontal footcandles at floor

Average 3 vertical footcandles

Entry/Exit - Interior

Average 1 horizontal footcandles at floor

TSA checkpoint – Travel Document Checker (TDC)

Average 50 horizontal footcandles at work surface (based on ticket counter)

Average 30 vertical footcandles (based on ticket counter)

TSA check point – X-Ray/search area

Average 30 horizontal footcandles at work surface

Average 5 vertical footcandles

Corridor

Average 5 horizontal footcandles at floor

Restrooms

Average 50 horizontal footcandles at floor

Baggage Claim

Average 20 horizontal footcandles at floor

Secure Side of Concourse

Gate Check-in

Average 5 horizontal footcandles at work surface (based on boarding area)

Average 5 vertical footcandles (based on boarding area)

Hold Rooms

Average 5 horizontal footcandles at work surface

Average 3 vertical footcandles

Concourse

Average 3 horizontal footcandles at floor

Corridors

Average 5 horizontal footcandles at floor



Restrooms

Average 50 horizontal footcandles at floor

Moving Walkway

Minimum 5 horizontal footcandles (based on corridor)

The lighting systems/components shall be maintained per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

In addition to the footcandle readings, all burned out lamps shall be replaced and flickering luminaires shall be repaired or replaced.

Switchgear/Transformers/Panelboards

Electrical systems and rooms shall be maintained in accordance with applicable codes.

- **Panelboards:**
Panelboards shall be free of defects. Defects include but are not limited to overloading, missing panel doors, no or incorrect labels, and missing filler plates for unused spaces.
- **Service Entrance Switchgear (Indoor):**
Service Entrance Switchgear shall be free of defects. Defects include but are not limited to overloading, no or incorrect labels, and missing filler plates for unused spaces.
- **Service Entrance Switchgear (outdoor):**
Service Entrance Switchgear shall be free of defects. Defects include but are not limited to overloading, no or incorrect labels, and missing filler plates for unused spaces.
- **Dry-Type Transformers:**
Dry-Type Transformers shall be checked for excessive vibration and heat, also ensure it is set level.
- **Cables and connections:**
Cables and connections shall be free of defects. Defects include but are not limited to deformation, improper bend radius, and loose connections.
- **Busways (Indoor and outdoor):**
Busways shall be free of defects. Defects include but are not limited to overheated joints, water exposure, un-secure bus plugs, and over-loading.

The Switchgear/Transformers/Panelboards shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

6. CONVEYING SYSTEMS

MAINTENANCE STANDARDS

Maintenance shall be done in accordance with state regulations and any other applicable codes.

Escalators / Moving Walks

Escalators / Moving Walks shall be free of all defects. Defects include but are not limited to inoperable system, broken comb-teeth or step treads, loose screws or bolts, inoperable or burned out understep lighting, misalignment, abnormal noises or vibrations.

Emergency stop buttons shall be functional at all times.

The escalators/moving walks shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Elevators

Elevators shall be free of all defects. Defects include but are not limited to tripping hazards, miss-alignment of platform and doors, loose handrails, damaged/worn out or missing ceiling panels, unusual noise or operation, burned out ceiling light panels or emergency lighting and malfunctioning buttons, signal lamps, lanterns and hall position indicator.

The elevators shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

7. PASSENGER BOARDING BRIDGES

Passenger Boarding Bridges (PBB's) shall be maintained properly and the number of operable PBB's shall meet the demand of the number of aircraft requiring a PBB.

400 Hz Systems

400 Hz Systems shall be free of defects. Defects include but are not limited to no power supply, over-loading of the system, damaged connector tips, and worn out cabling.

PBB's

PBB's shall be free of defects. The interior finishes of the PBB shall meet the requirements listed in this report for flooring, vertical surfaces and ceilings – defects listed in these sections also apply to the PBB's. In addition, defects include but are not limited to inoperable PBB's, leakage, improper flashing, dents, worn out tires, flat tires, inoperable operator camera, worn out or missing bolsters, in-operable extendable weather canopy, hydraulics not working, and inoperable roll-up door.

Pre-Conditioned Air System

The PC Air System shall be free of defects. This system shall meet the requirements as listed in the Mechanical section of this report. Defects also include but are not limited to

an inoperable PC Air System.

The PBB's shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

8. BAGGAGE CONVEYORS

Baggage conveyors shall be properly maintained to be operable as required to meet demand.

Baggage conveyor systems shall be free of all defects. Defects include but are not limited to non-operable system, noisy motors and clutch/brakes, noisy bearings, leaky gearbox, torn lacing, non-operable security doors, and loose parts or attaching hardware.

The contractor shall perform all maintenance requirements per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

9. FIRE PROTECTION/LIFE SAFETY SYSTEMS

All Fire Protection/Life Safety systems shall be maintained per applicable NFPA requirements.

Fire Extinguishers

All fire extinguishers shall be fully operational and be up-to-date on required certification. Maintenance shall be performed per NFPA 10.

Fire Extinguishers shall be free of all defects. Defects include but are not limited to improper placement of extinguisher, missing fire extinguisher, missing labels, incorrect type of fire extinguisher for hazard type, obstructed view, broken tamper switches, incorrect pressure, any physical damage and missing Hazardous Materials Identification System Label.

Fire Sprinkler System

Maintenance shall be performed per NFPA 25.

The Fire Sprinkler system shall be free of all defects. Defects include but are not limited to damaged sprinkler heads, corrosion at fittings, leakage, missing escutcheons, improper pressure, closed water supply valves, missing nameplates, damaged fire department connections, and obstructions to spray pattern of sprinklers.

The contractor shall perform all maintenance requirements per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Fire Pumps

Maintenance shall be performed per NFPA 25.

MAINTENANCE STANDARDS

The Fire pumps shall be free of all defects. Defects include but are not limited to non-operable pump, improper oil level, corrosion at fittings, leakage, improper pressure, and missing nameplates.

The contractor shall perform all maintenance requirements per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Fire Alarm System

Maintenance shall be performed per NFPA 72.

The Fire Alarm system shall be free of all defects. Defects include but are not limited to trouble or supervisory signals at the fire alarm control panel; non-working LEDs, Lamps, batteries, valve tamper switches, smoke detectors, and audible systems.

The contractor shall perform all maintenance requirements per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Emergency Lighting

Emergency lighting shall be maintained and tested per NFPA 101 and per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Means of Egress Systems

Means of egress systems shall be maintained in accordance with applicable codes. Systems include exit signs, proper door hardware (panic hardware) and a clear and unobstructed egress path.

10. COMMUNICATION SYSTEMS

Paging System

Paging system shall convey announcements with adequate volume, clarity and quality to provide adequate customer service.

Paging systems shall be free of defects. Defects include but are not limited to speakers not working, static during announcements, system not operating.

The paging system shall be maintained and tested per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

Courtesy Public Telephones

Courtesy Public Telephones shall be free of defects. Defects include but are not limited to non-working phone, and missing telephone parts.



The courtesy public telephones shall be maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.

11. ENERGY AND BUILDING MANAGEMENT SYSTEM

The Energy and Building Management System shall be fully operational and achieve the design intent of the system. Management and conservation devices shall be fully operational and reliable to the level of the design intent.

12. MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND RAMP SERVICES (MEPS-RS)

MEPS-RS shall be free of defects. Defects include but are not limited to being non-operable, incorrect replacement parts, and failure to have up-to-date system schematics.

The MEPS-RS shall be maintained and tested per the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper maintenance has been performed.



CUSTODIAL STANDARDS

Prepared By:

JACOBS[™]

April 7, 2009

REVIEW DOCUMENT

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CUSTODIAL STANDARDS

These custodial standards set forth the performance criteria required for the maintenance of terminal systems/components to be achieved by compliance with the custodial contract. By meeting these standards, it will ensure the terminal is properly cleaned. A properly cleaned terminal will protect the environment and the health of the traveling public and other users of the terminals.

The standards are based on published referenced standards and/or professional judgment. All work is to be done in a professional manner. All systems/components are to be cleaned and maintained per applicable codes and in accordance with the manufacturer's recommendations. The following guidelines apply to most of the major systems/components of the terminal, but may not address all items.

1. PROJECT REFERENCES

- International Property Maintenance Code, Edition as Amended 12/13/05, 2003 2nd Amendment Adopted 8/15/06
- Facilities Maintenance Repair Cost Data, RSMeans Company, Inc., 2003
- Cost Planning & Estimating for Facilities Maintenance, RSMeans Company, Inc.
- The Carpet and Rug Institute, Inc. (CRI) , current edition
- Cleaning Industry Management Standard (CIMS) 1101: 2006
- ASHRAE STD 55, current edition
- ASHRAE Standard 52, current edition
- National Electric Code, current edition
- IESNA Lighting Handbook Reference & Application
- NFPA 70 National Electrical Code, current edition
- NFPA 70B Electrical Equipment Maintenance, current edition
- NFPA 101 Life Safety Code, current edition
- NFPA 10, current edition
- NFPA 25, current edition
- NFPA 72, current edition
- NFPA Fire Protection Systems, Inspection Test and Maintenance Manual, current edition

2. ARCHITECTURAL

The following are the standards that the architectural systems shall meet:

- **Health, Safety and Environmental Stewardship**
 - Contractor shall comply with all pertinent provisions of the federal OSHA Hazard Communication standard and all comparable local requirements. Provisions that must be complied with include, but are not limited to, the following:
 - Material Safety Data Sheets (MSDS) shall be readily available for all hazardous chemical products.
 - There shall be a Chemical Inventory that contains an accurate and complete list of all chemicals on site.
 - All chemical containers shall be labeled as required.
 - Chemicals shall be stored according to their classification.

- **Flooring**

- **Carpet**

The carpet shall be free of defects. Defects include, but are not limited to dirt, trash, stains, gum, worn piles, embedded foreign substances, grit and smudges. The carpet shall present a clean and uniform appearance.

Carpet shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Non-Carpeted**

Non-carpeted surfaces shall be cleaned in a manner that meets the manufacturer's recommendations. The surfaces shall be free of defects. Defects include, but are not limited to dirt, trash, stains, streaks, scuffs, gum, adhered foreign substances and smudges. All waxed and or sealed surfaces shall have a polished high gloss appearance.

Flooring surfaces shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Entrance/Exit Mats**

The surfaces shall be free of defects. Defects include, but are not limited to dirt, trash, grime, stains, scuffs, gum, adhered foreign substances and cigarette butts.

Mats shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Vertical Surfaces**

Vertical surfaces shall be free of all defects. Defects include but are not limited to dirt, smudges, adhered foreign substances, stains and graffiti. Vertical surfaces shall be kept clean and should not become dull in appearance. The vertical surfaces shall meet the following criteria:

- Metallic and all other high polished surfaces shall present a uniform, clean, bright, streak free appearance and free of dust.
 - All wood and wood appearing surfaces shall be appropriately polished free of streaks, scratches and dust.
 - Wall coverings shall not present signs of adhesive degradation or curling edges. Walls shall be properly cleaned, maintained, dusted, patched, painted, and repaired and be kept in first class and like new condition at all times.

Vertical surface shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Doors**

Areas around doors shall be clean.

Doors shall be free of all defects. Defects include but are not limited to debris on door track, chipping paint, scratches, stains, fingerprints on glass, smudges and graffiti.

The contractor shall perform all cleaning and maintenance requirements in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Windows (interior and exterior glass)**

Windows shall be free of all defects. Defects include but are not limited to dirt, chipping paint, scratches, smudges, adhered foreign substances, streaks, grime, finger prints, and scale.

Windows and window film shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Ceilings**

Ceilings shall be free of all defects and present clean uniform appearance. Defects include but are not limited to stains, chipped ceiling tiles, dust, dirt, cobwebs and grime.

Ceilings shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Signage**

Signage shall be free of all defects, look clean in appearance and be legible. Defects include but are not limited to stains, dust, dirt, debris and graffiti, corrosion and chipping painting. If signage is lit, then ensure that all light bulbs and/or other lighting mechanism are properly and timely replaced and fully lit at all times.

Signage shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Exterior and Interior Railings**

Railings shall be free of all defects and look clean in appearance. Defects include but are not limited to dirt, chipping paint, smudges, adhered foreign substances, grease, oil and grime. All interior and exterior railing shall be routinely cleaned, maintained, and disinfected.

Exterior and interior railings shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper

CUSTODIAL STANDARDS

cleaning and maintenance has been performed.

- **Furniture**

- Fixed Seating

Fixed seating shall be free of all defects. Defects include but are not limited to fabric burns, tears in the fabric, dirt, stains, spills or adhered foreign substances.

- Fixed Benches/Counters

Fixed seating shall be free of all defects. Defects include but are not limited to dirt, stains, spills or adhered foreign substances.

Furniture shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Restrooms**

Restrooms shall be free of all defects. Defects include but are not limited to wet floors, unclean toilets, missing toilet paper and paper towels, dirty walls, tripping hazards, litter and graffiti. Restrooms shall be kept clean, well maintained, and shall not become dull in appearance. The following items shall be adhered to in order to maintain clean restrooms:

- Restroom fixtures, accessories and surfaces shall present a clean appearance.
 - Restroom cleaning accessories shall be refilled and restocked as required.
 - Vertical and horizontal surfaces shall keep clean at all times.
 - Trash shall be removed as required (trash can shall not be overflowing)
 - Trash containers shall look clean in appearance.
 - Restroom surfaces shall be properly disinfected.

Restrooms fixtures/components shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Waste Receptacles/ Recycling Containers / Cigarette butt receptacles**

Waste receptacles, recycling containers and cigarette butt receptacles shall be free of all defects and look clean in appearance. Defects include but are not limited to, dirt, stains, spills chipped or faded paint and/or receptacle signage, or adhered foreign substances. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Concession areas**

Concession areas shall be free of all defects, look clean in appearance and kept clean and all times. Defects include but are not limited to trash, stains, spills, dust, dirt, cobwebs and grime. Contractor shall respond to all matters of an urgent nature in a prompt and timely manner (i.e. spills, etc.).



CUSTODIAL STANDARDS

Concession areas shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Customer Courtesy Telephones**

Common use telephones shall be free of all defects, look clean in appearance and disinfected. Defects include but are not limited to stains, dust, dirt, debris and graffiti.

Telephones shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Temporary Warning/Caution Signage**

Temporary Warning/Caution Signage shall conform to OSHA standards. Signage shall be professional in appearance and universally understandable.

3. ELECTRICAL

Electrical rooms shall be kept clean, properly maintained, and kept free of storage items and debris.

Light Fixtures

The light fixtures shall be free of defects. Defects include, but are not limited to dust, smudges, cobwebs, and debris in light fixtures. Repair and/or replace light bulbs, ballasts, and other lighting fixture components in a prompt and timely fashion.

Lighting systems shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

4. CONVEYING SYSTEMS

Surrounding areas shall be kept clean and properly maintained at all times.

- **Escalators / Moving Walks**

Escalators and Moving walks shall be free of all defects. Defects include but are not limited to dirt, smudges, adhered foreign substances, debris accumulated on the steps or combplates, stains, graffiti, dirty glass and handrails.

Escalators shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

- **Elevators**

The elevator's interior and doors shall be kept clean and properly maintained at all times.



CUSTODIAL STANDARDS

Elevators shall be free of all defects. Defects include but are not limited to dirt, smudges, adhered foreign substances, stains, graffiti, and dirty flooring.

Elevators shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

5. MECHANICAL

Mechanical rooms shall be kept clean, properly maintained, and kept free of storage items and debris.

Diffusers

The diffusers shall be free of defects. Defects include, but are not limited to dust, smudges, and cobwebs in the diffusers.

6. BAGGAGE CONVEYORS

Conveying systems shall be free of all defects. Defects include but are not limited to dirt or debris on return roller; dust, debris, scratches, damage on reflectors and/or photo cells, and smudges on surfaces.

Baggage Conveyors shall be cleaned and maintained in accordance with the manufacturer's recommendations. Documentation shall be kept showing that proper cleaning and maintenance has been performed.

7. PASSENGER BOARDING BRIDGES

PBB's shall be free of defects. The interior finishes of the PBB shall meet the requirements listed in this report for flooring, vertical surfaces and ceilings – defects listed in these sections also apply to the PBB's.

The PBB's shall be cleaned and maintained in accordance with the manufacturer's recommendations. The contractor shall keep proper documentation showing that proper cleaning and maintenance has been performed.

Note:

We Need to make sure the below items are being addressed in the Maintenance Standards. If they are not addressed already, then please ensure that they are included in the Maintenance Standards.

1. Conform the responsibilities of each discipline (i.e. if you remember some of the standards we previously looked at were not consistent and we need to make sure they are consistent throughout. For example, one standard for a particular discipline may state that the contractor is to "repair, replace," etc., whereas another discipline may only state "inspect"). We need to make sure that everything from A to Z is covered on a turn key basis, so there is no question that the contractor is responsible for inspecting, preventive maintenance, routine maintenance, repairing, and if necessary replacing parts and equipment in a timely manner.



CUSTODIAL STANDARDS

2. Response times. We need to make sure that we have "categories" of response times. Some things require immediate action, such as a broken pipe, flooding, backed up drains, spilled coffee in the terminal, etc., whereas preventive maintenance would need to be done on a schedule. I would suggest that we have a matrix of that lines these response times out according to the situation (i.e. emergency, PM, etc.).
3. We need to make sure there are penalties and sanctions for the contractor not performing in a timely manner. We need strong enforcement provisions, so we have some teeth in the matter if they fail to perform to our satisfaction.
4. We as the Airport need to have the ability to step in and perform any work that the contractor (Airline) has failed to do, is not doing in a timely manner, or if we're not satisfied with the way or manner in which they are performing it or performed it.
5. Airport needs the ability to step in and respond quickly if contractor (Airline) fails to satisfactorily perform under the scenarios described in #4 above. In other words, we don't want to have to provide 30 days notice if it is an item that needs to be rectified immediately. We need to have a process in place where the contractor (Airline) is notified, given an opportunity to act or correct the situation, and if not timely done, then Airport can step in and do it. The process would set up protocols for each of the categories referred to in #2 above.
6. Airport needs to have the ability to review materials used, inspect the premises and work performed at all reasonable times. Airport shall have right to have on-site inspectors (Quality Assurance Reps (QAR's")) to inspect the contractors work. These QAR's will also perform daily and weekly walk thru's and any deficiencies noted on their report will need to be remedied in a timely manner by contractor.
7. Contractor (Airline) needs to seek Airport approval for all materials used, improvements, replacements, etc.
8. Contractor needs to provide Board copies of reports, tests, etc. upon the Board's request.

**Terminal System Maintenance
Responsibilities**

Legend					
	DFW = 1	Airline = 2	Concessionaire = 3	Other = 4	
	Terminal A	Terminal B	Terminal C	Terminal D	Terminal E
System					
Compressed Air Systems	2	1	2	1	1
Curbs & Sidewalks	2	1	2	1	1
Energy Management****	1 & 2	1	1 & 2	1	1
Electrical Systems	2	1	2	1	1
Fire/Life Safety Systems					
---> Alarms	2	1	2	1	1
---> Suppression	2	1	2	1	1
---> Annunciators	1	1	1	1	1
---> Voice Evacuation *	1	1	1	1	1
---> Paging System	2	1	2	1	1
Gate Systems					
---> Passenger Boarding Bridges	2	1	2	1 & 2	1
---> Ground Power (Units) 28vdc	2	1	2	1 & 2	1
---> Ground Power (Units) 400Hz	2	1	2	1 & 2	1
---> Potable Water Cabinets	2	1	2	1 & 2	1
---> PBB Exhaust Fans	2	1	2	1 & 2	1
---> Pre-conditioned Air Systems	2	1	2	1 & 2	1
---> PBB Roof top AC Units	2	1	2	1 & 2	1
HVAC					
Hydronics Systems (Hot & Chilled water system)	1	1	1	1	1
Remainder of HVAC System (AHU, FCUs, Distribution, Control, etc.)	2	1	2	1	1
Parking					
---> Lots	1	1	1	1	1
---> Garages	1	1	1	1	1
---> Valet Gates	1	1	1	1	1
Plumbing					
Plumbing Systems	2	1	2	1	1
Skylink					
Skylink Train System & Mtn Facilities	1	1	1	1	1
Skylink Terminal Facilities*****	1	1	1	1	1
Structural Systems					
---> Automatic Doors	2	1	2	1	1
---> Exit Signs	2	1	2	1	1
---> Other Structural Systems	2	1	2	1	1
Concession Areas					
---> Kitchen Equipment	3	3	3	3	3
General Facility Maintenance Outside of Concession Tenant Leased Space (i.e. floors, ceiling, lights etc.)	2	1	2	1	1
Facility Maintenance Inside of Concession Tenant Leased Space	3	3	3	3	3
MEPS					
---> Tenant Installed	3	3	3	3	3
---> DFW Installed	2	1	2	1	1
---> Floor Drains	3	3	3	3	3
---> Exhaust Hoods	3	3	3	3	3
---> Vent-a-hood systems	1	1	1	1	1
---> Grease Interceptors	1	1	1	1	1
---> Grease Lines	2	1	2	1	1
Food Court Custodial	3	3	3	N/A	3
Baggage Handling					
Baggage Handling System	2	1	2	2	1
Baggage Handling Controls	2	1	2	2	1
Baggage Handling Parts	2	1	2	2	1
Baggage Handling	2	2	2	2	2
Custodial Services					
Custodial	2	1	2	1	1
Landscaping/Pest Services					
Landscaping Outside of Terminal	1	1	1	1	1
Terminal Pest Management **	1, 2 & 3	1 & 3	1, 2 & 3	1 & 3	1 & 3
Conveyance Systems					
Elevators, Escalators, Moving Walks, Lifts	2	1	2	1	1

System					
Skylink					
Skylink Stations Custodial*****	1	1	1	1	1
Signs and Markings					
Signs, Road/AOA and Markings	1	1	1	1	1
Pavement Systems					
---> Runways	1	1	1	1	1
---> Taxiways	1	1	1	1	1
---> Roadways	1	1	1	1	1
---> Ramp	2	1	2	1	1
Aircraft Layouts & Ramp Striping	2	2	2	2	2
ITS					
EVIDS (ITS & AM)	1	1	1	1	1
CCTV (ITS & AM)	1	1	1	1	1
Airport Security Systems	1	1	1	1	1
AACS (ITS & AM)	1	1	1	1	1
Shared Platforms	1	1	1	1	1
Telephone (ITS, AM & Provider)	1 & 2	1	1 & 2	1	1
Other Systems and Items					
UPS	1 & 2	1	1 & 2	1	1
Triturators	2	1	1	1	1
Oil Water Separators	2	1	2	1	1
Roofing	1	1	1	1	1
Waterproofing (Exterior Structure)	1	1	1	1	1
Irrigation	1	1	1	1	1
Storm Drain Inlets	1	1	1	1	1
Fuel Separators	1	1	1	1	1
AOA Gates (ITS & AM)	1	1	1	1	1
Solid Waste Management	1	1	1	1	1
Compactor (Cleaning around)	1	1	1	1	1
Recycling	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2
Stormwater Treatment Units	N/A	N/A	N/A	1	N/A
Deicing pads ***	1	1	1	1	1
GSE Charging Stations	2	1 & 2	2	1 & 2	2
GSE Fueling/Service Stations	2	N/A	2	N/A	N/A
Lead-in Lights in Non-Movement area	1	1	1	1	1
Ramp Lighting Systems	1 & 2	1	1 & 2	1	1
Ramp Water, IWS, and Sanitary Sewer	1 & 2	1	1 & 2	1	1
Autodock System (DFW ITS)	1	1	1	1	1
Airport Resource Mgt	1	1	1	1	1
Facilities Maintenance Mgt Systems	1	1	1	1	1
Lightning Protection System	2	1	2	1	1
Fire Hydrants	1	1	1	1	1
Fueling System	4	4	4	4	4
Snow and Ice Removal	1 & 2	1	1 & 2	1	1
Terminal E Satellite	N/A	N/A	N/A	N/A	1
Terminal A Satellite (If vacant)	1	N/A	N/A	N/A	N/A
Windows	2	1	2	1	1
Infrastructure	2	1	2	1	1
* Voice Evacuation currently exists in Terminals A, B, C, and E APM Stations, the old FIS section of Terminal E Section C, and all of Terminal D.					
** Pest Management responsibilities are shared by Airlines, Concessions, and DFW. Concession space, including Food Courts, is done by Concessions in all terminals. The Airline is responsible for the remainder of the space in Terminals A & C. DFW is responsible for the remainder of the space in Terminals B, D, & Terminal E as well as the exterior of all of the terminals.					
*** Deicing pads are located at the hold pads and not the terminal ramps.					
****Energy Management systems will be controlled by DFW and Airline will coordinate with DFW as to operation and any Energy Management issues					
--->Maintenance Line of Demarcation - As set by DFW					
*****Skylink facility maintenance and custodial responsibilities are subject to change in future Fiscal Years					