

**DALLAS FORT WORTH INTERNATIONAL AIRPORT  
USE AND LEASE AGREEMENT**

**By and Between**

**THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD**

**and**

**[AIRLINE NAME]**

**Effective: October 1, 2023**

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## EXHIBITS

- Exhibit A** Pre-approved Capital Projects
  - A-1 Central Terminal Area Expansion Program (CTA)
  - A-2 Terminal F Phase 1 (15 gates)
  - A-3 Other Pre-approved Projects
  
- Exhibit B** Terminal Aircraft Apron Area
  
- Exhibit C** AIRLINE Leased Premises
  
- Exhibit D** Preferential Use Rules and Procedures
  
- Exhibit E** Illustrative Example of Revenue Sharing
  
- Exhibit F** Terminal Maintenance Responsibility Matrix

**THIS USE AND LEASE AGREEMENT** (this "Agreement") is made by and between the Dallas Fort Worth International Airport Board ("DFW"), presently having an office at 2400 Aviation Drive, DFW Airport, Texas 75261, and \_\_\_\_\_ ("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 created by them pursuant to the Texas Municipal Airports Act, and authorized by them to police and manage the Airport;

**WHEREAS** this Agreement is intended to lease certain premises and grant the right to use certain 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 to be leased and facilities to be used by each Air Carrier; and

**WHEREAS** this Agreement is not intended to replace, amend, or supplement other agreements between DFW and AIRLINE, other than to replace, if applicable, that certain expired Lease and Use Agreement between DFW and AIRLINE dated October 1, 2010 (the "2010 Use Agreement");

**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) operates at the Airport under a trade name of a Signatory Airline and uses such Signatory Airline's two-letter designator code for

its flights serving the Airport, or (ii) operates at the Airport using a trade name of a parent, subsidiary or sister company of a Signatory Airline and uses a similar livery to and the two-letter designator code of the Signatory Airline for its flights serving the Airport or (iii) offers cargo feeder flights at the Airport under the direction and control of the designating Signatory Airline.

“Agreement” means this Use and Lease Agreement, together with its exhibits, as hereafter amended or supplemented from time to time in accordance with its terms.

“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.

“Air 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.

“Air Transportation Business” means that business operated by AIRLINE at the Airport for the commercial transportation by air of persons, property, mail, parcels and/or cargo.

“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 portion of the Terminals.

“Airfield Cost Center” means all existing and future runways, taxiways, taxi lanes, airfield grounds, navigational aids, land, equipment, all aircraft parking other than aircraft parking that is included in either the Terminal Cost Center or DFW Cost Center, fueling facility, general aviation facilities, corporate aviation facilities, and fixtures, facilities and appurtenances associated with the Airfield.

“Airline Advisory Board” or “AAB” means the board consisting of a representative of each Signatory Airline pursuant to Section 6.4.

“AIRLINE FF&E” means the FF&E located in the Terminals and owned by AIRLINE that can be removed by AIRLINE without damage to the Leased Premises, the Terminals and the Airport unless any damage to the Leased Premises, the Terminals or the Airport is repaired, restored and repainted, as applicable, in accordance with Section 4.3(b).

“Airline Leased Space” means all of the square footage that has been identified by DFW as preferential use space and has been leased by a Signatory Airline, which space may include, but is not limited to, ticket counters, gate holdrooms and related support space.

“Airline Terminal Rental Rate” means the rental rate calculated pursuant to Section 5.4.

“Airline Terminal Rent(s)” means the rent calculated pursuant to Section 5.4(c).

“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 Code” means the Code of Rules and Regulations of the Dallas-Fort Worth International Airport Board, adopted from time to time by the Cities and available on the DFW Website.

“Airport Operations Manual” (sometimes referred to as the “Terminal Operations Manual”) means the manual developed and published by DFW and available on the DFW Website setting forth the policies and procedures related to the operation and use 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 the Ground Rental Rate as established by the DFW Schedule of Charges.

“Allowable Maintenance Costs” means the cost, as set forth in Section 5.4(d), incurred by American Airlines for providing facility maintenance services in portions of Terminals A, B, C, D and E pursuant to one or more agreements with DFW as may be modified from time to time.

“Annual Budget” means O&M Expenses and Debt Service 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, hardware, software, technologies and any other components comprising the inbound and outbound baggage conveyance system for the movement of international and domestic passenger baggage in and between the Terminals. Without limiting the foregoing, the Baggage System includes the baggage matrix and baggage screening areas, baggage take away belts at ticketing and passenger processing locations, the baggage belt system from the baggage matrix and baggage screening areas to and including the baggage make up devices and baggage make up areas, the inbound baggage belt system from the inbound baggage induction point 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 baggage conveyance system.

“Bonds” means all Joint Revenue Bonds.

“Bond Ordinance” means the Master Bond Ordinance, effective September 22, 2010, adopted by the Cities of Dallas and Fort Worth, as amended and supplemented from time to time.

“Capital Improvement Fund” means the capital improvement fund established pursuant to the Bond Ordinance.

“Catering Fee” means the amount DFW collects as a catering fee from companies providing catering services for Air Carriers at DFW.

“Cities” means the Cities of Dallas, Texas and Fort Worth, Texas.

“Commencement Date” means the date the Term of this Agreement commences, as set forth in Section 2.1.

“Commercial Development Revenues” means revenues from cargo, hangar, maintenance and aeronautical and nonaeronautical facilities other than the Terminals and Airfield (and the adjacent aircraft parking associated with such facilities), non-terminal concessions, hotels, non-terminal Utilities, non-airfield Utilities, and all other leased and unleased land and facilities not included in other Cost Centers, but excluding projects funded through the PFIC, or other similar financing mechanisms.

“Commercial Development Sub-cost Center” means the separate accounting sub-unit created within the DFW Cost Center for commercial development, such as cargo, hangar, maintenance and other aeronautical and non-aeronautical facilities (and the adjacent aircraft parking associated with such other 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 PFIC, or other similar financing mechanisms.

“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 Terminal square footage identified by DFW from time-to-time as common use space, which may include ticket counters, gate holdrooms and related support space available to be assigned by DFW to AIRLINE for use on a common use basis with other Air Carriers in accordance with the Airport Operations Manual and other DFW Policies and Procedures.

“Common Use Turn Fee Rate” means the applicable rates calculated pursuant to Section 5.5.

“Common Use Turn Fees” means the common use turn fees calculated in Section 5.5.

“Concessions Cost Center” means the cost center defined in Section 5.1(b).

“Concessions Cost Center Net Revenues” means the gross revenues paid to DFW from the sale of goods and services in the Terminal, including, but not limited to, retail sales, food and beverage services, consumer services, advertising, and communication-related services, less O&M Expenses allocated to the Concessions Cost Center.

“Concessions O&M Reimbursement” means the amount billed to Terminal concessionaires for their proportionate share of Operating and Maintenance Expenses in Terminals at DFW and is calculated based on the amount of square footage assigned to the concessionaires.

“Consumer Price Index” or “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for the Dallas-Fort Worth-Arlington, TX area (All items, adjusted 1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor for the most recent year period available at the time DFW is preparing its Annual Budget or, in the event that the United States Department of Labor ceases to publish such an index, a similar index selected in the reasonable discretion of DFW after consultation with the Signatory Airlines.

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

“CUSS” means common use self-service kiosks offering check-in to passengers without need for Air Carrier employees, as designated by DFW for common use by multiple Air Carriers or their passengers.

“CUTE” means common use terminal equipment, including any passenger ticketing or processing systems designated by DFW for common use by multiple Air Carriers or their passengers.

“Debt Service”, for purposes of the calculation of Rates and Charges, means principal and interest payments, and required deposits, if any, to the Debt Service Reserve Funds for Bonds, net of PFCs (or other similar funds) and any other reimbursements used to pay such debt service and interest earned on the Interest and Sinking Fund for such Bonds and any unspent bond

proceeds as permitted under the Bond Ordinance. Debt Service also includes commercial paper dealer fees and other fees associated with any interim financing sources.

“Debt Service Reserve Fund” means the Debt Service Reserve Fund established pursuant to the Bond Ordinance.

“Department of Public Safety Expenses” or “DPS Expenses” means the expenses, costs and liabilities associated with the safety, security, and fire rescue functions of DFW’s Department of Public Safety.

“Department of Public Safety Revenues” or “DPS Revenues” means the revenues generated by the safety, security, and fire rescue functions of DFW’s Department of Public Safety.

“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 Capital Account” means the account described in Section 5.8(a).

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

“DFW Cost Center Net Revenues” means the DFW Cost Center Revenues less the total O&M Expenses, Debt Service and Incremental Coverage allocated to the DFW Cost Center.

“DFW Cost Center Revenues” means all revenues received by DFW from the DFW Cost Center, including, but not limited to: vehicle parking (and associated busing), rental car companies, ground transportation, employee transportation, DFW Interest Income, Miscellaneous Gross Revenues, and Commercial Development Revenues, in each case excluding PFIC facility revenues and expenditures.

“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, protocols, standards, and letters of agreement entered into or adopted by DFW from time to time related to the operation and use of the Airport.

“DFW Website” means the website maintained by DFW at [www.DFWAirport.com](http://www.DFWAirport.com) as such web location may be updated, modified or replaced from time to time including a replacement with another means of information sharing or communication.

“Direct Cost Centers” means the Airfield Cost Center, Concessions Cost Center, DFW Cost Center, and Terminal Cost Center.

“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.

"EVIDS" means electronic visual information displays, including, but not limited to:

- a. Flight Information Display Systems (“FIDS”)
- b. Gate Information Display Systems (“GIDS”)
- c. Baggage Information Display Systems (“BIDS”)
- d. Ramp Information Display Systems (“RIDS”)
- e. Visual Information Display Systems (“VIDS”)

“Expiration Date” means the date the Term of this Agreement expires, as set forth in Section 2.1.

“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.

“FIMS” means DFW’s flight information management system referred to in Section 3.3(t).

“FIS Facilities” means the international areas of the Terminals, including but not limited to recheck baggage areas, sterile corridor spaces, all necessary space required by the U.S Department of Homeland Security, Customs and Border Protection and related regulating agencies, and any other areas of the Terminals which are utilized for processing international passengers and their baggage for purposes of clearing U.S. Customs and Immigration.

“FIS Facility Fee Rate” means the rate calculated pursuant to Section 5.6(a).

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

“Ground Rental Rate” (formerly known as the Airport Services Rate) means, for Fiscal Year 2023, \$33,202 per acre and, for each Fiscal Year thereafter, such rate will be adjusted by the percentage increase in CPI and reflected in the Schedule of Charges.

“Gross Revenues” means Gross Revenues as defined in the Bond Ordinance.

“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 Ordinance.

“Indirect Expenses” means the O&M expenses, cost and liabilities associated with the operation of the Airport that are not directly chargeable to Direct 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 Terminal Cost Center or the Airfield Cost Center.

“Insurance Proceeds” means all proceeds from casualty insurance but excluding proceeds from business interruption insurance.

“International Deplaned Passenger” means any passenger (including revenue passengers, passengers utilizing a frequent flyer ticket, and non-revenue passengers) arriving on an aircraft at the Airport that are processed through the FIS Facilities.

“Joint Capital Account” means the account described in Section 5.8(b).

“Joint Revenue Bonds” means Dallas Fort Worth International Airport Joint Revenue Bonds issued jointly by the Cities under the Bond Ordinance, including interim funding sources.

“Landing Fee Rate” means the landing fee rate as calculated in Section 5.3.

“Landing Fees” means the landing fees calculated in Section 5.3(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 “MI” means, subject to Section 6.4 and Section 11.4:

(a) For all capital projects other than Airfield Cost Center capital projects in (b) below, either (i) 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 (ii) 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 (i) 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 (ii) any five (5) Signatory Airlines that represent sixty percent (60%) or more of the total Landing Fees paid by all Signatory Airlines.

(c) For purposes of the determination of a Majority-in-Interest, Airline Terminal Rents and Landing Fees will be calculated and based on the most recent complete Fiscal Year for which data are available.

“Maximum Approved Landing Weight” means the Federal Aviation Administration certified maximum gross landing weight, in 1,000-pound units of any aircraft operated by air carriers at the

Airport. If an aircraft has more than one certified maximum gross landing weight, the largest weight shall be used for the determination of Landing Fees.

“Mid-Year Adjustment” means the adjustment set forth in Section 5.11.

“Miscellaneous Gross Revenues” means revenues not directly accounted for in the Direct Cost Centers, which includes, but are not limited to, permit fees, late fees, non-terminal Utilities, and other miscellaneous revenues.

“Non-Signatory Airline” means an Air Carrier that has not executed an agreement with DFW substantially similar to this Agreement and has not been designated as an Affiliate of a Signatory Airline.

“Non-Signatory Premium” means an amount equal to 1.25 times the applicable rate paid by a Signatory Airline as provided in Sections 5.3(d), 5.4(f), 5.5(d) and 5.6(a).

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

“Operating and Maintenance Expenses” or “O&M Expenses” means operating and maintenance expenses, costs, and liabilities, plus required deposits to the Operating Reserve Account.

“Operating Reserve Account” means the account described in Section 5.8(d).

“Other Airfield Revenues” means all aircraft parking, general and corporate aviation, fuel farm facility revenues and other revenues (excluding Landing Fees) allocated to the Airfield Cost Center.

“Passenger Facility Charge” or “PFC” means the passenger facility charge that DFW is authorized to collect, impose and use 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.

“PFIC” means Public Facility Improvement Corporation.

“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.

“Public Areas” means the areas in the Terminals which are accessible to the public.

“Rates and Charges” means the rates, fees, and charges that are charged to operate at the Airport as set forth in the Schedule of Charges.

“Rentable Condition”, as applied to the Leased Premises, means good, undamaged, usable, and habitable condition.

“Revenue Sharing Adjustment Amounts” means the difference between (a) budgeted Net Revenues from the DFW Cost Center Net Revenues plus the Concessions Cost Center Net Revenues, and (b) the Lower or Upper Revenue Sharing Thresholds, as applicable, pursuant to Section 5.7.

“Revenue Sharing Thresholds” means the following lower and upper revenue sharing thresholds for calculation of the Revenue Sharing Adjustment Amounts pursuant to Section 5.7:

- (a) The Lower Revenue Sharing Threshold is \$53,121,000 in Fiscal Year 2023, and will be increased by the greater of the CPI or three and one-half percent (3.5%) each Fiscal Year thereafter; and
- (b) The Upper Revenue Sharing Threshold is \$79,681,825 in Fiscal Year 2023, and will be increased by the greater of the CPI or three and one-half percent (3.5%) each Fiscal Year thereafter.

“Rolling Coverage Account” means the account described in Section 5.8(c).

“Schedule of Charges” means the document published by DFW that sets forth the applicable rates, fees, and charges at the Airport.

“Service Provider” means any person or legal entity providing goods and services to the Air Carrier(s) at the Airport, including ground handling services, catering services, maintenance

services, deicing services, passenger assistance services, security services, and other operational and customer service-oriented activities, but excluding those involved in Concession activities.

“Signatory Airline” means an Air Carrier that has entered into an agreement with DFW substantially similar to this Agreement. The term “Signatory Airline” excludes any Air Carrier that meets the definition of an Affiliate for another Signatory Airline operating at the Airport, regardless of whether such Air Carrier has been designated as an Affiliate.

“Sinking Fund” means the “Sinking Fund” as such term is defined in the Bond Ordinance.

“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.

“Tenant Alteration Application” means the processes, procedures, and requirements of DFW’s Design, Code and Construction Department, or any successors thereto, that AIRLINE and its agents are required to follow, comply with and abide by for the design or construction of any alteration, modification, installation or improvement at the Airport.

“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, as illustrated in Exhibit B.

“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, renovated, improved, modified and/or enlarged.

“Terminal Cost Center” means the cost center defined in Section 5.1(d).

“True-Up Amount” means the amount calculated based on the Fiscal Year-end reconciliation performed pursuant to Section 5.12.

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

“Type of Aircraft” means the types of aircraft set forth in Section 5.5(a).

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

“Vacant Space” means the areas of Terminal F that are ready, vacant, and available for lease by DFW to Air Carriers but does not include any vacant areas in Terminals A, B, C, D or E.

## **ARTICLE II – TERM**

### **SECTION 2.1 TERM OF AGREEMENT**

The Term of this Agreement will commence on October 1, 2023 (the “Commencement Date”) and expire on September 30, 2033 (the “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 as the result of any temporary or permanent closures during the Term of part or all of the Leased Premises, the Terminals, or the Airfield, or for any period(s) that AIRLINE is compelled by DFW to accommodate another Air Carrier within AIRLINE’s Leased Premises or appurtenant Terminal Aircraft Apron Area pursuant to the Preferential Use Rules and Procedures in Exhibit D.

### **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 DFW 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 (i) the right of DFW to make necessary repairs and maintenance to any portion of the property of the Airport and to perform DFW obligations under this Agreement including Section 4.1(f) and Section 10.3(a), (ii) the provisions of the Preferential Use Rules and Procedures, and (iii) 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 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 AIR 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 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 Airport Code and DFW Policies and Procedures.



(c) Within the AOA, motor vehicles or other ground service equipment or other means of conveyance approved by DFW will operate 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 hardstands, or an appropriate maintenance facility, or except as otherwise authorized by DFW. AIRLINE will comply with the DFW Airport Driving Handbook available on the DFW Website and will obtain the appropriate Airport badge driving endorsement for all drivers on the Airfield.

(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 in accordance with the DFW Policies and Procedures. AIRLINE will not bring or operate, and will not permit its agents or other persons under AIRLINE's direction and control to bring or operate, any vehicle or motorized equipment into or within the AOA, unless (i) first complying with, and thereafter continuing to comply with, all insurance provisions and requirements specified in this Agreement, any security program for the Airport, any permitting requirements of DFW and the DFW Airport Driving Handbook available on the DFW Website, and (ii) first having obtained, and thereafter maintaining, the appropriate Airport badge driving endorsement for all drivers inside the AOA.

(e) AIRLINE will not load or unload cargo for non-passenger flights within the Terminal Aircraft Apron Area, unless approved by DFW in advance, in writing.

### **SECTION 3.3 GENERAL 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 of the Terminals, including of the Leased Premises, 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 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 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 act or failure, 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 and supplies stored at the Terminals, including in the Terminal Aircraft Apron Area, and any areas for which AIRLINE has been granted use rights under this Agreement will be stored and kept in a presentable, neat, clean, safe, secure, sanitary, and orderly manner. AIRLINE shall not, and shall require its contractors, subcontractors, agents, employees, licensees, Sublessees (as defined in Section 10.1(r)), Permitted Airlines (as defined in Section 10.1(n)), and other parties under AIRLINE's direction or control not to, store trash or waste in any area or receptacle not designated for trash or waste by DFW, unless expressly authorized by DFW in writing.

(h) All equipment, including ground service equipment and vehicles, used at the Terminals, including in the Terminal Aircraft Apron Area, and any areas for which AIRLINE has been granted use rights under this Agreement will be stored in a presentable, safe, secure, orderly manner and working condition. Any such equipment not in working condition will be immediately removed.

(i) 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.

(j) 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.

(k) AIRLINE will have no rights or obligations with respect to DFW's operation of Skylink.

(l) 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 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.

(m) 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.

(n) 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, and the obligations of this

Agreement. With respect to this Agreement, AIRLINE's obligation to use its commercially reasonable efforts to require such observance and obedience on the part of its passengers, guests and business visitors will pertain only while such persons are in the Terminal(s).

(o) 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.

(p) Except for AIRLINE signage within its Leased Premises, as set forth in Section 4.1(c)(viii), 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.

(q) DFW reserves the sole right to install, and to determine the manner and content of, advertisements, EVIDs, television monitors, and other media in or upon the Airport, including within the Terminals, except that with respect to Leased Premises such right will be subject to Section 4.1(d).

(r) AIRLINE may install, maintain and operate, at no cost to DFW, radio communication, company telephone system, computer, meteorological, wireless devices, private wireless network, 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 reasonably 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 Air Carrier is generally not a permitted use of tax-exempt bond proceeds.

(s) 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.

(t) AIRLINE will provide DFW with information for DFW's 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, FIDS, and, where applicable, CUTE, CUSS, and such other automated or electronic systems that are now or in the future may be used at the Airport.

(u) DFW will control, maintain, repair, and, when necessary, replace the monitors and infrastructure associated with, all of the EVIDS in the Terminals and in any new Terminal facilities constructed other than airline-provided VIDS. AIRLINE is entitled to install and maintain VIDS in ticketing areas in its Leased Premises, so long as such VIDS do not interfere with DFW's ability to place advertising, promotional, or other media in the ticketing halls and subject to the provisions of Sections 3.3(h), 4.1(c)(vii), 4.1(d), and 4.4. AIRLINE will provide real time feed by flight to the EVIDS via AIRLINE's dedicated network domain (IP and content) in those Terminals in which AIRLINE operates from its Leased Premises.

(v) Any services provided by AIRLINE to a third party, or provided to AIRLINE by a Service Provider (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.

(w) 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 Leased Premises on a preferential use basis for the Term of this Agreement as set forth on Exhibit C, 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 holdroom, for so long as AIRLINE occupies each such gate holdroom. The Leased Premises square footage set forth in Exhibit C will be used for the calculation of 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 Rates and Charges will be adjusted immediately. 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 its Leased Premises as set forth in Exhibit C, 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 set forth in Exhibit D except that AIRLINE's private lounges or clubs will not be subject to relinquishment pursuant to Section C of Exhibit D. AIRLINE's Leased Premises will only be subject to relocation pursuant to Section F of Exhibit D if DFW agrees to reimburse AIRLINE for its unamortized investment in such Leased Premises at the time of relocation.

(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 enplaning and deplaning of passengers;

(ii) The right to provide any reasonably necessary or desirable customer service activities, including passenger food and beverage concessions (complimentary or for sale) inside AIRLINE's private lounges or clubs, but excluding any passenger concessions outside of AIRLINE's private lounges or clubs; however, such right is subject to any fees imposed by DFW on food and beverages sold by AIRLINE or AIRLINE's operator or supplier inside AIRLINE's private lounges or clubs, which fees shall not be higher than equivalent fees imposed on other Terminal concessionaires who operate private lounges or clubs, and further, such fees imposed by DFW shall be waived if AIRLINE sources the food and beverages served in its private lounges or clubs from a Terminal concessionaire;

(iii) The right to provide employee cafeteria(s) and vending areas within its Leased Premises, subject to approval by DFW, applicable codes and fees. Food and beverages sold in such employee cafeteria(s) and vending areas will not be subject to fees imposed by DFW. Such employee cafeteria(s) and vending areas will not be open to or accessible by the public and will only be used by AIRLINE's employees, Affiliates, and Service Providers, unless DFW consents in writing to use by other user groups;

(iv) The right to offer limited complimentary food and beverages in the gate holdroom area, including any gates that have been designated as Common Use Space during such time as such gates are being used by AIRLINE, during Off Schedule Operation Events. Such food and beverages must be procured from (1) an Airport concessionaire; (2) a catering company subject to a Catering Fee; or (3) AIRLINE's private lounge or club;

(v) The right to operate administrative offices, operations offices, training facilities, employee lockers and related facilities, and storage facilities;

(vi) 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, subject to the Airport Code, the DFW Policies and Procedures, and the Tenant Alteration Application process, procedures and requirements;

(vii) The right to construct such modifications and improvements to the Leased Premises, subject to the Airport Code, the DFW Policies and Procedures, and the Tenant Alteration Application process, procedures and requirements, as AIRLINE may deem necessary or prudent for the operation of its Air Transportation Business, including signage, subject to DFW approval and such design standards as may be established by DFW and amended from time to time, provided that AIRLINE will not be obligated to remove such modifications and improvements as become non-compliant with design

standards as a result of amendments thereto until such time as modifications are made to such non-compliant improvements, 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;

(viii) 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 prior written consent of DFW, which consent may be withheld in its sole discretion; and

(ix) 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 Areas 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, provided that such approval or disapproval is consistently applied to all Signatory Airlines.

(d) DFW will have the right to place advertisements, advertising devices, media displays, and EVIDs within the Terminals and within the Public Areas of the Leased Premises. DFW will consult with AIRLINE as to the placement of any advertisements, advertising devices, media displays, concession kiosks, and EVIDs within the Public Areas of AIRLINE's Leased Premises, so as not to unreasonably interfere with AIRLINE's operation. Further, DFW will not permit any advertising display within the AIRLINE's Leased Premises or in the Public Areas of the Terminals which are in close proximity to the Public Areas of the Leased Premises that advertises a competing passenger air transportation service or another passenger Air Carrier's competing co-branded consumer product, such as a credit card.

(e) DFW shall have the right to place environmental notices in the non-Public Areas of the Terminals without consulting AIRLINE, except that in those non-Public Areas occupied by AIRLINE, DFW and AIRLINE shall cooperate in good faith as to the placement of such environmental notices except for those notices required by Environmental Law. Placement of



such notices shall not unreasonably interfere with AIRLINE's use and occupancy of such non-Public Areas of AIRLINE's Leased Premises nor be inconsistent with Environmental Laws.

(f) DFW or its duly authorized representatives may enter AIRLINE's Leased Premises, provided such right of entry does not unreasonably interfere with AIRLINE's operations, at any and all reasonable times 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. With respect to access to non-Public Areas in the AIRLINE's Leased Premises, DFW or its duly authorized representatives will endeavor to provide AIRLINE's local manager or manager on duty with prior verbal notice not less than twenty-four (24) hours (except in emergency situations where DFW will provide as much verbal notice as reasonably possible in light of the circumstances) for the following purposes:

(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 or others, or as to which ownership cannot be determined by DFW with reasonable effort, and which obstructs DFW's access to the Leased Premises, or any other area at the Airport, or otherwise interferes with DFW's performance of its rights and duties within the Leased Premises or any other area at the Airport; and

(iv) To take action in the exercise of DFW's police power, including without limitation inspections or other life safety and security functions.

In the event that such entry causes any damage to AIRLINE's Leased Premises, DFW will repair such damage at its cost.

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

AIRLINE will have the right:

(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 passenger support services, and to provide other passenger support 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 International Deplaned Passenger by the Federal Inspection Service, in addition to costs charged to AIRLINE pursuant to Section 5.6(a); 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 and return the applicable Leased Premises in a Rentable Condition and remove any AIRLINE improvements pursuant to (c) below.

(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 provided, however, any damage incurred to the Leased Premises, the Terminals or the Airport in connection with such removal must be promptly repaired, restored and repainted, as applicable, by AIRLINE at AIRLINE's cost and expense. Any AIRLINE FF&E 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. AIRLINE may not remove DFW FF&E without the prior written approval 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 a Rentable Condition upon the removal of such improvements.

#### **SECTION 4.4 MAINTENANCE AND SERVICES**

(a) 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 F as such exhibit may be updated and replaced from time to time, without the need for a formal amendment, to reflect the responsibilities for new or modified space following consultation with the AAB or to reflect modifications to one or more of the agreements between DFW and American Airlines pursuant to which American Airlines had assumed certain maintenance, janitorial and/or repair responsibilities. DFW will provide to AIRLINE a copy of any such updated or replaced Exhibit F. 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 or based on the responsibilities set forth in Exhibit F. AIRLINE will comply with DFW Policies and Procedures for garbage collection and Utility delivery. DFW will not be liable for 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 the DFW Terminal Maintenance Standards published from time to time on the DFW Website.

(b) Within ten business (10) days of DFW's written request, AIRLINE shall provide to DFW all records of preventive and corrective maintenance of any infrastructure, and any supporting maintenance or Utility equipment, associated with the Leased Premises or AIRLINE's terminal operations, or any area which AIRLINE is obligated to maintain pursuant to this Agreement or any other Agreement between the parties hereto

## **ARTICLE V - RENTALS, FEES AND CHARGES**

### **SECTION 5.1 COST CENTERS**

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

- (a) "Airfield Cost Center" means the separate accounting unit defined in Article I.
- (b) "Concessions Cost Center" means the separate accounting unit used to track revenues and expenditures of the concessions located in the Terminals.
- (c) "DFW Cost Center" means the separate accounting unit used to track revenues and expenditures of all land and facilities, including Skylink and the Commercial Development Sub-cost Center, other than land and facilities included in the Airfield Cost Center, Concessions Cost Center or Terminal Cost Center.
- (d) "Terminal Cost Center" means the separate accounting unit used to track revenues and expenditures of the Terminals, excluding Skylink and concessions located in the Terminal.

### **SECTION 5.2 CHARGING AND ALLOCATION METHODOLOGY**

- (a) O&M Expenses, except Indirect Expenses, will be charged directly to the respective Direct Cost Centers generating the O&M Expenses.
- (b) Indirect Expenses will be allocated annually to Direct Cost Centers based on the percent of direct O&M Expenses budgeted for each Fiscal Year, including Allowable Maintenance Costs. Such allocations will be set forth in the Annual Budget and will be adjusted monthly or during the reconciliation set forth in Section 5.12.
- (c) DPS Expenses and DPS Revenues will be allocated annually to the Direct Cost Centers using the percentages set forth below:

- (i) Airfield Cost Center - 43 percent
- (ii) Terminal Cost Center - 37 percent
- (iii) DFW Cost Center - 16 percent
- (iv) Concessions Cost Center - 4 percent

Such percentages are fixed for the Term of the Agreement and will only be adjusted in the event of an extraordinary change such as the addition or consolidation of fire stations or new FAA or TSA regulations.

(d) Debt Service and Incremental Coverage on Joint Revenue Bonds will be allocated based upon the use of proceeds of such Joint Revenue Bonds. DPS and indirect debt allocations will follow the same methodology as the DPS, and indirect expense allocations set forth in (b) and (c) above.

(e) Gross Revenues, except as provided in (f) below, will be credited to the Direct Cost Center generating the revenue.

(f) Miscellaneous Gross Revenues and DFW Interest Income will be allocated to the DFW Cost Center.

(g) Federal, state or local grant receipts not deposited in accordance with Section 5.8(a) and (b) will be allocated based on guidance from the issuing agency and the terms and conditions of the grant award. If the no such guidance is provided, then DFW will allocate such grant receipts in its reasonable discretion.

**SECTION 5.3 CALCULATION OF LANDING FEE RATE**

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

Airfield O&M Expenses	
+	Allocable Indirect Expenses
+	Allocable DPS Expenses
+	Allocable Debt Service
+	Allocable Incremental Coverage
+(-)	Any Revenue Sharing Adjustment Amount (See Section 5.7)
+(-)	Any True-Up Amount (See Section 5.12)
=	Total Airfield Cost

-	Other Airfield Revenues
<hr/>	
=	Net Airfield Cost
<hr/>	
=====	

(b) The Landing Fee Rate per 1,000 pounds will equal the Net Airfield Cost divided by the budgeted total Maximum Approved Landing Weight for all aircraft operations in the Fiscal Year.

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

(d) A Non-Signatory Airline will pay the Non-Signatory Premium Landing Fee Rate.

**SECTION 5.4 CALCULATION OF TERMINAL RENTAL RATE**

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

	Terminal O&M Expenses
+	Allocable Indirect Expenses
+	Allocable DPS Expenses
+	Allowable Maintenance Costs
+	Allocable Debt Service
+	Allocable Incremental Coverage
-	Any Revenue Sharing Adjustment Amount (see Section 5.7)
<hr/>	
=	Total Terminal Cost
<hr/>	
-	Common Use Turn Fees (see Section 5.5)
-	Terminal rents other than for Airline Leased Space
-	Allocable DPS Revenues
-	FIS Facility fees (see Section 5.6(a))
-	Common Use Hardstand Operation Fee (see Section 5.6(b))
-	Other Terminal revenue collected pursuant to Section 5.6(c)
-	DFW Contribution (see Section 5.4(g))
-	Catering Fees

- Other revenues allocated to the Terminal Cost Center
- Concessions O&M Reimbursements
- TSA rents

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= Net Terminal Cost

=====

(b) Airline Terminal Rental Rate will equal the result when the Net Terminal Cost is divided by total Airline Leased Space.

(c) The Airline Terminal Rent paid by AIRLINE will equal the AIRLINE'S Leased Space multiplied by the Airline Terminal Rental Rate.

(d) Allowable Maintenance Costs will be credited to the total Airline Terminal Rents to calculate the "Airline Terminal Rental Rates after Maintenance Credit." The Airline Terminal Rental Rates after Maintenance Credit are the rates payable by American Airlines for each Terminal for which American Airlines has assumed certain maintenance responsibilities pursuant to one or more agreements with DFW, as such agreements may be modified from time to time. The Allowable Maintenance Costs for Fiscal Year 2023 are \$44,889,000 and, for each fiscal year thereafter, such amount will be adjusted annually by the increase in CPI, for so long as such agreements remain in place, subject to any adjustments necessary to reflect modifications from time to time to the maintenance agreements between American Airlines and DFW referred to in the prior sentence of this Subsection 5.4(d).

(e) A Signatory Airline will pay the Airline Terminal Rental Rate on any terminal space for which it is granted use by DFW under a space permit or other agreement.

(f) A Non-Signatory Airline will pay the Non-Signatory Premium Airline Terminal Rental Rate for any terminal space for which it is granted use by DFW under a space permit or other agreement.

(g) Upon the date of beneficial occupancy of Terminal F, DFW shall contribute an amount from the DFW Cost Center to the Terminal Cost Center ("DFW Contribution"), which will be calculated for each Fiscal Year as follows:

$$\begin{array}{r}
 \text{Airline Terminal Rental Rate} \\
 \times \text{Vacant Space} \\
 \hline
 = \text{DFW Contribution}
 \end{array}$$

DFW reserves the right, in its sole discretion, to include some or all of the Vacant Space in the Common Use Space in lieu of some or all of the DFW Contribution.

## **SECTION 5.5 CALCULATION OF COMMON USE TURN FEE RATE**

(a) The Common Use Turn Fee Rate calculated in (b) below will be weighted based on the following Types of Aircraft:

(i) ADG Groups I & II Aircraft	75%
(ii) ADG Group III Aircraft	100%
(iii) ADG Groups IV & V Aircraft	200%
(iv) ADG Group VI Aircraft	300%

(b) The Common Use Turn Fee Rate will be calculated as follows:

(i) Multiply the estimated annual number of turns by each Type of Aircraft on the Common Use Space by the weighted value set forth in (a) above to determine the weighted equivalent number of turns for each Type of Aircraft; then

(ii) Add the weighted equivalent number of turns for all Types of Aircraft to determine the total weighted equivalent number of turns for all Types of Aircraft, taking into account the discount set forth in Section 5.5(c); then

(iii) Multiply the total square feet of Common Use Space by the Airline Terminal Rental Rate; then

(iv) Divide the product from (iii) above by the total weighted equivalent number of turns for all Types of Aircraft to establish the Common Use Turn Fee Rate for a narrow-body aircraft; then

(v) Multiply the Common Use Turn Fee Rate for a narrow-body aircraft by the weighted value of each remaining Type of Aircraft to determine the Common Use Turn Fee Rate for each such Type of Aircraft.

(vi) The Common Use Turn Fee Rate will be adjusted annually pursuant to Section 5.12(d).

(c) If AIRLINE's Leased Premises include a gate holdroom or ticket counters then AIRLINE will pay the applicable Common Use Turn Fee Rate for each Type of Aircraft less a fifteen percent (15%) discount.



(d) The Common Use Turn Fee Rate will be charged to all Air Carriers, including Signatory Airlines, using the Common Use Space based on Type of Aircraft. A Non-Signatory Airline will pay the Non-Signatory Premium on the applicable Common Use Turn Fee Rate.

## **SECTION 5.6 CALCULATION OF OTHER AIRLINE RATES AND CHARGES**

(a) The “Federal Inspection Services (FIS) Facility Fee Rate” for FY 2023 is \$7.70 per International Deplaned Passenger. In FY 2024, and for each Fiscal Year thereafter, the FIS Facility Fee Rate will be adjusted by the percentage increase in CPI. In the event that there is a material change in the FIS Facilities resulting from a capital project, other than a renewal or replacement project, at the Airport, then the FIS Facility Fee Rate shall be revisited by DFW, and, following consultation with the AAB, DFW will make such incremental changes to the FIS Facility Fee Rate as appropriate. A Non-Signatory Airline will pay the Non-Signatory Premium on the FIS Facility Fee Rate.

(b) During such times as no contact gates are available, DFW may have a live flight operation on a common use hardstand. Any airline using a common use hardstand for a live flight operation and busing to a Terminal will pay the “Common Use Hardstand Operation Fee” which shall be determined by DFW. The Common Use Hardstand Operation Fee will be appropriate for the level of service, will be as set forth in the Schedule of Charges, and will not be subject to any year-end true up. A Non-Signatory Airline will pay the Non-Signatory Premium on the Common Use Hardstand Operation Fee. The Common Use Hardstand Operation Fee shall not apply to ground boarding live flight operations at the Terminals without the need for busing. The gate holdroom space for such ground boarding live flight operations at the Terminals shall be charged the Airline Terminal Rental Rate if leased or the subject of a permit with DFW, and will be charged at the applicable Common Use Turn Fee Rate if used on a Common Use basis. Holdroom space with respect to any hardstand Common Use Gate will be included in Common Use Space for purposes of Section 5.5(b)(iii) above.

(c) Except as provided in Section 5.4(f) and Section 5.5, all users of space in the Terminal including but not limited to users of space pursuant to a permit with DFW, other than unconditioned caged space and concessionaires, shall pay the Airline Terminal Rental Rate for the use of such space multiplied by the square footage of the space. The payment of Airline Terminal Rental Rates pursuant to this Section 5.6(c) will be as set forth in the Schedule of Charges and will not be subject to any year-end true up.

## SECTION 5.7 REVENUE SHARING CALCULATION

(a) If the sum of the DFW Cost Center Net Revenues and Concessions Cost Center Net Revenues is less than the Lower Revenue Sharing Threshold, a Lower Revenue Sharing Threshold Adjustment will be created and funds will be budgeted and transferred from the Terminal Cost Center to the Concessions Cost Center and/or from the Airfield Cost Center to the DFW Cost Center as determined by DFW during the Fiscal Year in which the deficit occurs.

(b) If the sum of the DFW Cost Center Net Revenues and Concessions Cost Center Net Revenues is greater than the Lower Revenue Sharing Threshold but lower than the Upper Revenue Sharing Threshold, then the revenues will remain in the Concessions Cost Center and the DFW Cost Center.

(c) If the sum of the DFW Cost Center Net Revenues and Concessions Cost Center Net Revenues is greater than the Upper Revenue Sharing Threshold, then DFW will retain the amount up to the Upper Revenue Sharing Threshold plus twenty-five percent (25%) of the combined revenues above the Upper Revenue Sharing Threshold in the DFW Cost Center and will credit the Terminal Cost Center with seventy-five percent (75%) of the combined revenues above the Upper Revenue Sharing Threshold. The Signatory Airlines share will be budgeted as a credit to the Terminal Cost Center and transferred from the Concessions Cost Center to the Terminal Cost Center at the end of the Fiscal Year in which such amount is received, subject to the following:

(i) In the event that the Signatory Airlines share in (c) above exceeds the Concessions Cost Center Net Revenues, then the amount that exceeds the Concessions Cost Center Net Revenues will be transferred from the DFW Cost Center to the Airfield Cost Center at the end of the Fiscal Year in which such amount is received.

(ii) If the Revenue Sharing Adjustment Amount would result in a transfer to the Terminal Cost Center (or the Terminal Cost Center and Airfield Cost Center combined) that exceeds the Revenue Sharing Adjustment Amount retained by DFW in the DFW Cost Center, and the growth rate of gross revenues year over year, excluding CPI, exceeds the growth rate of Enplanements year over year, then the Revenue Sharing Adjustment Amount (i.e., taking into account the applicable Revenue Sharing Thresholds) shall be recalculated so that the transfer to the Terminal Cost Center (or to the Terminal Cost Center and Airfield Cost Center combined) equals the amount retained by DFW in the DFW Cost Center. For purposes of this section (ii) only, the term "gross revenues" means the combined gross revenues of the DFW Cost Center and the Concessions Cost Center.

(d) Examples of the revenue sharing calculation set forth in this section are included in Exhibit E for illustrative purposes only.

## **SECTION 5.8 USE AND ANNUAL FUNDING OF CAPITAL AND RESERVE ACCOUNTS**

### **(a) DFW Capital Account**

(i) The DFW Capital Account may be used at DFW's discretion to fund any Airport costs and projects, and if necessary, to reimburse the 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:

1. 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 Revenue Sharing Threshold; and
2. The total Net Revenues of the Commercial Development Sub-cost Center for the preceding Fiscal Year deposited in the DFW Capital Account.

(ii) The DFW Capital Account will be funded each Fiscal Year from the following sources:

1. Amount transferred from DFW Cost Center and Concessions Cost Center pursuant to the revenue sharing calculation in Section 5.7;
2. Insurance Proceeds;
3. Interest income earned from proceeds in the DFW Capital Account; and
4. Passenger Facility Charges and grant funds to the extent that capital projects funded from the DFW Capital Account are reimbursable from pay-as-you-go PFCs or grants, such PFCs and grants will be deposited, upon receipt, into the DFW Capital Account.

**(b) Joint Capital Account** - The Joint Capital Account will be used to fund projects as set forth in Article VI and will be funded each Fiscal Year from the following sources:

- (i) Proceeds from the sale of natural gas royalties and interests in real property;
- (ii) Interest income earned from proceeds in the Joint Capital Account;
- (iii) Passenger Facility Charges and grant funds to the extent that capital projects funded from the Joint Capital Account are reimbursable from pay-as-you-go PFCs or

grants, such PFCs and grant funds will be deposited, upon receipt, into the Joint Capital Account; and

(iv) Proceeds from the issuance of Joint Revenue Bonds.

**(c) Rolling Coverage Account** - The Rolling Coverage Account will be used to satisfy the requirements of the Bond Ordinance and will be funded each Fiscal Year through the collection of Incremental Coverage pursuant to the requirements of the Bond Ordinance, which Incremental Coverage will be deposited into and retained in the Rolling Coverage Account.

**(d) Operating Reserve Account** - The Operating Reserve Account will be used as described in the Bond Ordinance and will be funded each Fiscal Year through the collection of an amount necessary to maintain a ninety (90) day operating reserve calculated as twenty-five percent (25%) of ongoing expenditures, excluding pass-throughs, which amount will be deposited into the Operating Reserve Account.

## **SECTION 5.9 ANNUAL BUDGET**

(a) DFW will provide the Signatory Airlines preliminary draft operating budget projections forty-five (45) days prior to the anticipated approval by DFW 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 DFW. As part of this submission DFW will provide the following items:

(i) Actual Revenues, O&M Expenses, Indirect Expenses, DPS Expenses, Debt Service, Incremental Coverage, passenger counts, landed weights, Air Carrier Leased Space, and operations for the previous Fiscal Year;

(ii) Projected actual Revenues, O&M Expenses, Indirect Expenses, DPS Expenses, Debt Service, Incremental Coverage, passenger counts, landed weights, Air Carrier Leased Space, and operations for the current Fiscal Year;

(iii) Forecasted Revenues, O&M Expenses, Indirect Expenses, DPS Expenses, Debt Service, Incremental Coverage, passenger counts, landed weights, Air Carrier Leased Space, and operations for the next Fiscal Year

(iv) Comparison of forecasted Revenues, O&M Expenses, Debt Service, Incremental Coverage, passenger counts, landed weights, Air Carrier Leased Space, and operations for the current Fiscal Year and the next Fiscal Year; and

(v) Key Rates and Charges for the next Fiscal Year for the Signatory Airlines, based on forecasted revenues and expenditures pursuant to the methodology described herein, including comparisons between the projections for the current Fiscal Year's revenues and expenditures, where available, at a summary level with the next Fiscal Year's Annual Budget, and an explanation of major variances.

(b) DFW will provide the following on the DFW Website:

(i) The Annual Budget will be posted within three days of approval by the Cities;

(ii) Annual audited Financial Statements within six months after the end of each Fiscal Year; and

(iii) Rates, Fees, and Charges Forecast for the applicable Fiscal Year after DFW approval.

#### **SECTION 5.10 SCHEDULE OF CHARGES**

(a) Subject to the provisions of this Article V, DFW will have the right to establish and adjust its Schedule of Charges. DFW will endeavor where appropriate to use a cost recovery or similar methodology to establish those rates, fees and charges not described in this Article V that are paid by Signatory Airlines to DFW. DFW will post the proposed Schedule of Charges on the DFW Website no later than September 10<sup>th</sup> of each year and will post any adjustments to the Schedule of Charges throughout the Fiscal Year.

(b) 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 Debt Service to the Terminal Cost Center.

#### **SECTION 5.11 ADJUSTMENTS TO SIGNATORY RATES AND CHARGES**

(a) If during any Fiscal Year, DFW anticipates that collected revenues from the Airfield Cost Center or Terminal Cost Center will be insufficient, by an amount of three percent (3%) or

greater, to cover the projected O&M Expenses including Indirect Expenses, Debt Service, and Incremental Coverage for that Cost Center, then DFW may, without Signatory Airline approval, increase Rates and Charges 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 1st of each Fiscal Year, DFW will adjust Rates and Charges to reflect the results of the year-end reconciliation performed pursuant to Section 5.12.

(c) Notwithstanding anything to the contrary, nothing herein will limit the ability of DFW to adjust Rates and Charges from time to time, in order to meet the requirements of the Bond Ordinance, including, without limitation, Debt Service Reserve Fund, the rate covenant, and flow of funds requirements.

(d) 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 of time.

(e) DFW will provide the Signatory Airlines a minimum of twenty-five (25) days' notice of any increase in Rates and Charges, and will post the revised Schedule of Charges on the DFW Website.

## **SECTION 5.12 YEAR END RECONCILIATION AND ANNUAL TRUE-UP**

(a) No sooner than four (4) months but no later than six (6) months after the end of each Fiscal Year, DFW will perform a year end reconciliation according to the methodologies described herein using actual revenues and expenses.

(b) Landing Fee Reconciliation

(i) If the total Landing Fees actually paid by all Air Carriers for the Fiscal Year were greater than the recalculated total Landing Fees due from all airlines for the same period, the resulting amount will be applied during the Mid-Year Adjustment as a credit to the Airfield Cost Center.

(ii) If the total Landing Fees actually paid by all Air Carriers for the Fiscal Year was less than the recalculated total Landing Fees due from all airlines for the same period, the resulting amount will be applied during the Mid-Year Adjustment as an incremental charge to the Airfield Cost Center.

(c) Airline Terminal Rents Reconciliation

(i) If the total Airline Terminal Rents actually paid by AIRLINE for the Fiscal Year were greater than the recalculated Airline Terminal Rents due from AIRLINE for the same period, DFW will issue a payment to AIRLINE based on the amount by which AIRLINE overpaid less any overdue payments and late payment charges owed by AIRLINE to DFW. DFW will issue such payment within thirty (30) days after the year end reconciliation is complete.

(ii) If the total Airline Terminal Rents actually paid by AIRLINE for the Fiscal Year were less than the recalculated Airline Terminal Rents due from AIRLINE for the same period, AIRLINE will issue a payment to DFW based on the amount by which AIRLINE underpaid. AIRLINE will issue such payment within twenty-five (25) days after receipt of an invoice from DFW.

(iii) DFW will use the Airline Terminal Rent reconciliation methodology set forth in Section 5.12(c)(i) or (ii) above for the Fiscal Year 2023 year-end reconciliation.

(d) Common Use Turn Fee Reconciliation

(i) If the total Common Use Turn Fees actually paid by all Air Carriers for the Fiscal Year were greater than the recalculated total Common Use Turn Fees due from all Air Carriers for the same period, the resulting amount will be applied during the Mid-Year Adjustment as a credit to the Common Use Turn Fee.

(ii) If the total Common Use Turn Fees actually paid by all Air Carriers for the Fiscal Year was less than the recalculated total Common Use Turn Fees due from all Air Carriers for the same period, the resulting amount will be applied during the Mid-Year Adjustment as an incremental charge to Common Use Turn Fee.

## **SECTION 5.13 PASSENGER FACILITY CHARGES**

(a) 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.

(b) AIRLINE will collect and timely remit to DFW all PFCs for which AIRLINE is responsible under the PFC Statute and PFC Regulations. AIRLINE will remit PFCs to DFW as follows:

(i) U.S. Air Carriers will remit PFCs to DFW using the Airline's Clearing House ("ACH"); and

(ii) Non-U.S. Air Carriers will remit to DFW through the ACH or another electronic method acceptable to DFW.

(c) Any PFC payments not received by DFW within the timeframes established by the PFC Statute and PFC Regulations shall be subject to a late payment charge as set forth in Section 5.14.

## **SECTION 5.14 PAYMENT PROCESSING and LATE PAYMENTS**

(a) AIRLINE is required to submit its Rates and Charges electronically to DFW. Such Airline Rates and Charges are due and payable within twenty-five (25) days after issuance of the invoices for each such rental, fee, or charge.

(b) A late payment charge will be computed and applied on a monthly basis from the date the applicable rental, fee, or charge was due until such payments are received by DFW. The date payments are received by DFW will be the date presented to the bank (payments physically received after twelve (12:00) p.m. will be presented to the bank on the next business day).

(c) The late payment charge will be treated as liquidated damages and will be calculated 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 federal discount rate charged member banks of the Federal Reserve Bank in Dallas, Texas, but not to exceed the maximum interest rate pursuant to the laws of the state of Texas, 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: The late payment charge.

(d) 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, thereafter the late payment charge will apply only to such deficiency.

(e) 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**

(a) AIRLINE shall furnish to DFW, not later than the fifth (5<sup>th</sup>) business day of each month a flight activity statement submitted 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.

(b) Other information required to be provided by AIRLINE by the fifth (5<sup>th</sup>) business day of each month 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 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

(c) All reporting required pursuant sections (a) and (b) above will be submitted electronically in the format that is reasonably acceptable to DFW through the DFW airline portal or via such other electronic means as reasonably designated by DFW from time to time.

## **SECTION 5.16 SECURITY DEPOSITS**

(a) If AIRLINE has not maintained continuous scheduled air service at the Airport for at least two (2) years prior to this Agreement, or if an event of default as to AIRLINE or any of AIRLINE's Affiliates has occurred twice in a twelve (12) month period with respect to a failure to timely pay Rates and Charges, AIRLINE will provide DFW with a security deposit equal to the Rates and Charges that DFW estimates AIRLINE and its Affiliates will incur during a three month period, which requirement will be suspended upon completion of one year of continuous

scheduled air service at the Airport without an event of default by AIRLINE or any of its Affiliates with respect to failure to timely pay Rates and Charges.

(b) The security deposit will be a letter of credit issued by an institution and in a form acceptable to DFW, and DFW will at all times be authorized to draw down and 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 an event of default with respect to any 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.

## **SECTION 5.17 AFFILIATES**

(a) AIRLINE will designate its Affiliate(s) in writing and will serve as financial guarantor solely for Rates and Charges incurred by any such Affiliate at the Airport while operating as AIRLINE's designated Affiliate hereunder. The written designation of an Affiliate must include the written consent of the proposed Affiliate and the effective date of such designation.

(b) AIRLINE may at any time give DFW thirty (30) days prior written notice that such an Air Carrier 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 Rates and Charges will terminate and be ineffective as to any amounts incurred by such Air Carrier after the effective date of termination of "Affiliate" status.

(c) All Affiliates will enter into separate operating agreements with the DFW and will secure their own aviation insurance for liability purposes. An Air Carrier that functions as, or meets the definition of, an Affiliate for another Signatory Airline operating at DFW, regardless of whether such Air Carrier has been designated as an Affiliate, is not eligible to enter into this Agreement or an agreement substantially similar to this Agreement with DFW.

(d) During such period of time that an Air Carrier 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 rates as AIRLINE without payment of any Non-Signatory Premiums.

(e) 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, with respect to flying by the Affiliate on behalf of AIRLINE will be added to those of AIRLINE for purposes of such AIRLINE's participation in an MII vote.

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

**SECTION 6.1 MII APPROVAL REQUIREMENT AND EXEMPTIONS**

(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 as otherwise provided in this Article VI. Reallocation of project funding for an MII-approved project will require MII approval.

(b) The following expenditures are exempt from the requirement for MII approval:

(i) Expenditures 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) Expenditures 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) Expenditures to settle claims or lawsuits, to satisfy judgments, to comply with judicial or administrative orders, or to pay costs, expenses, or damages related to or imposed upon DFW by reason of the ownership, operation, design, construction, repair, maintenance, or use of the Airport or portion of the Airport. While exempt, the expenditures in excess of one million dollars (\$1,000,000) under this subsection 6.1(b)(iii) must be reported to the AAB pursuant to Section 6.4(g), except to the extent prohibited pursuant to confidentiality or non-disclosure obligations or judicial or administrative orders.

(iv) Expenditures to repair or replace casualty damage to Airport property to the extent that such damage is not covered by Insurance Proceeds.

(v) Expenditures for facilities required within the boundaries of the Airport (1) in the interest of Airport safety or security, (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 operation, ownership or control of the Airport (except that facilities necessary for Airport safety, security or health, Airport sewage, drainage and waste, and Airport pollution abatement may be constructed outside of the boundaries of the Airport).

(vi) Expenditures for projects of an emergency nature, which in the reasonable judgment of DFW, if not undertaken immediately, would substantially impair the

operation of the Airport.

(vii) Expenditures for an MII-approved project under this Agreement for which the contract award amount supported by a bid or bids does not exceed the project cost estimate, plus escalation, by more than ten percent (10%).

(viii) Expenditures for a pre-approved project pursuant to Section 6.2 of this Agreement, excluding any MII-approved capital project amounts approved under the 2010 Use Agreement, for which the contract award amount supported by a bid or bids does not exceed the project cost estimate, plus escalation (if applicable), by more than ten percent (10%).

(ix) Expenditures for design and/or construction changes that do not materially change the scope or functionality of the MII-approved project, or a pre-approved project pursuant to Section 6.2, provided that such changes do not result in additional adverse operational impact through phasing of construction, do not increase operating expenses as a result of the project, and will not cause the project cost to exceed the MII-approved project estimate.

(x) Any other expenditures required by federal or state law or regulation, the Bond Ordinance, FAA grant compliance, environmental remediation or noise mitigation.

(c) Capital projects funded from any of the following sources are also exempt from the requirement for MII approval:

(i) DFW Capital Account, subject to Section 5.8(a).

(ii) Proceeds of Joint Revenue Bonds, the debt service on which is allocable solely to the Commercial Development Sub-Cost Center.

(iii) Federal, state or local grants.

(iv) Private investments, including by one or more of the Signatory Airlines, where the project is fully funded by such investment or by such investment plus one or more exempt funding sources.

(v) Proceeds of special facility bonds or other similar types of financing.

(vi) Proceeds of insurance or condemnation awards.

(vii) Any other source that does not directly impact Airline Rates and Charges hereunder.

(d) The project cost estimates of all projects subject to MII approval hereunder will be escalated to the mid-point of construction based on the then applicable escalation factors. If DFW is awarded federal, state or local grants for an MII-Approved project, the amount of the federal, state or local grants awarded will be applied as an offset to the MII-approved project

cost amount to the extent permissible under the federal, state or local grants. Federal, state or local grants awarded will not increase the MII-approved project cost amount.

## **SECTION 6.2 PRE-APPROVED PROJECTS**

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 further approval by a Majority-in-Interest (provided, however, the following project cost estimate amounts reflect the total cost of the referenced program/projects and include all MII-approved amounts of MII under the 2010 Use Agreement):

(a) \$2.72 billion (only part of which is subject to escalation as described in Exhibit A-1, Section III(c)) for the Central Terminal Area Expansion Program, including the Terminal C Redevelopment project described in Exhibit A-1;

(b) \$1.63 billion for Terminal F Phase 1 with 15 gates, which includes escalation and shall not be escalated further subject to construction starting by July 2024, as described in Exhibit A-2; and

(c) \$501 million for other projects, including certain Infrastructure Capital Plan Projects (“ICP Projects”), and \$55 million in pre-approved reallocations from the 2010 Agreement, as set forth in Exhibit A-3. The cost estimate for each such pre-approved project is reflected in Exhibit A-3 without escalation. At the time each such project is brought forward for implementation, the estimated project cost will be escalated to the mid-point of construction, based on the then applicable escalation factors, with no further approvals necessary.

## **SECTION 6.3 PREVIOUSLY APPROVED PROJECTS**

AIRLINE agrees that all capital projects approved under the 2010 Use Agreement remain approved under this Agreement, with no further approvals necessary. Any modifications to such projects will be subject to the MII provisions of this Article VI.

## **SECTION 6.4 AIRLINE ADVISORY BOARD AND MII PROCEDURE**

(a) AIRLINE will appoint a representative to the AAB to act on its behalf with respect to all matters required hereunder to be approved by a Majority-in-Interest. If AIRLINE does

not appoint such a representative, then its representative will be the person set forth in Section 12.20. The Chair of the AAB shall be the Signatory Airline with the highest total Airline Terminal Rents paid or the highest total Landing Fees paid, as applicable, for the most recent complete Fiscal Year.

(b) 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 scope, 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.

(c) Except as provided in Section 6.4(e), a capital project will be deemed approved if within sixty (60) days from the date of submission of the MII request (i) DFW receives written notice from the Chair of the AAB of the approval by a Majority-In-Interest, or (ii) the Chair of the AAB does not submit written notice of an approval or disapproval to DFW. The Chair of the AAB shall send written notice to DFW advising (i) that a capital project is approved if Signatory Airlines approving the capital project constitute a Majority-in-Interest, or (ii) that a capital project is disapproved if Signatory Airlines approving the capital project do not constitute a Majority-in-Interest. For MII approvals, the written notice from the Chair shall indicate how the Majority-in-Interest was achieved and the names of the Signatory Airlines comprising such Majority-in-Interest.

(d) Except as provided in Section 6.4(e), with respect to each capital project submitted as an MII request:

(i) The Signatory Airlines shall have fifteen (15) days from the date of DFW's submission of the MII request to submit questions to DFW regarding the MII request.

(ii) DFW shall respond to such questions within fifteen (15) days from receipt.

(iii) The Signatory Airlines will then have the remaining thirty (30) days to consider the MII request as clarified or modified by DFW's responses to the questions. Any such clarifications or modifications will not operate to extend the due date for the Signatory Airlines' response to the MII request.

(iv) The response to an MII request shall consist of either an approval or a disapproval. No response, partial approvals, partial disapprovals, conditional approvals, counterproposals, and late responses shall be deemed approvals.

(v) If one or more of the Signatory Airlines wish to discuss or recommend for DFW's consideration an adjustment to the MII request, such discussion should occur, or recommendation be made, promptly, but in no event later than fifteen (15) days after the

date of DFW's submission of the MII request.

1. DFW will notify the Signatory Airlines of any adjustments agreed upon promptly, but in no event later than, thirty (30) days after submission of the MII request.

2. Any such agreed upon adjustment will not operate to extend the due date for the Signatory Airlines' response to the MII request.

(e) For any capital projects approved under the 2010 Use Agreement (whether with respect to a pre-approved project pursuant to Section 6.2 of this Agreement or as described in Section 6.3 of this Agreement), such project will be subject to the expedited MII approval process described in this Section 6.4 if the proposed contract award amount for the project supported by a bid or bids exceeds the approved MII project estimate by less than ten percent (10%). Such projects will be deemed approved if within thirty (30) days from the date of the submission of the MII request (i) DFW receives written notice from the Chair of the AAB of the approval by a Majority-In-Interest, or (ii) the Chair of the AAB does not submit written notice of an approval or disapproval response to DFW. For MII approvals, the written notice from the Chair shall indicate how the Majority-in-Interest was achieved and the names of the Signatory Airlines comprising such Majority-in-Interest. In support of the expedited review, the Signatory Airlines shall submit any questions or recommendations as soon as reasonably possible and DFW will respond to such questions or recommendations as soon as reasonably possible. The response to an expedited MII request shall consist of either an approval or a disapproval. No response, partial approvals, partial disapprovals, conditional approvals, counterproposals, and late responses shall be deemed approvals.

(f) Under no circumstance will AIRLINE or the AAB have authority to compel DFW to undertake or continue with any capital project approved by a Majority-in-Interest.

(g) DFW will meet with the AAB each quarter to review all outstanding MII-approved projects and MII-exempt projects, as well as other projects as the AAB may reasonably request in writing prior to the quarterly review meeting.

## 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 Third Party Legal Liability insurance (including, but not limited to General Liability Insurance) and including Third Party Legal Liability Insurance** - AIRLINE will maintain aviation liability insurance, including general liability insurance, in amounts not less than a Combined Single Limit of \$100,000,000 any one occurrence and in the aggregate where applicable for covering AIRLINE's legal liability for death or bodily injury (including death) to passengers and third parties or for loss or Property Damage to third parties arising out of or in connection with the Leased Premises operations. Coverage will include but not be limited to Leased Premises operations; - 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 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. Dallas Fort Worth International Airport Board, the Cities and their respective elected officials, boards, officers, employees, agents and representatives will be named as "Additional Insureds" as set forth in Section 7.2.

(b) **Automobile Liability Insurance** - AIRLINE will maintain commercial automobile liability insurance, with a limit of \$10,000,000 each accident when operating on the AOA and a limit of \$500,000 each accident when operating outside of the AOA. 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 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 All-Risk property insurance exclusively covering the AIRLINE FF&E and tenant improvements and betterments made by



AIRLINE within the Leased Premises, and the Terminal(s) in which the Leased Premises is located. All-Risk property insurance will, at minimum, cover the perils insured under the broad causes of loss form. All-Risk 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. DFW will be included as a loss payee to the extent of the interest of DFW under all-risk property insurance. AIRLINE will purchase business income, business interruption, extra expense, or similar coverage as part of this All-Risk property insurance.

(e) **Pollution and Remediation Legal Liability Insurance** - AIRLINE will maintain coverage in an amount not less than \$5,000,000 for the clean-up costs for sudden and accidental pollution, to the extent required by Environmental Laws (as defined in Section 10.1), arising out of AIRLINE's activities under this Agreement; provided, however, in addition to DFW's rights set forth in Section 7.2(a), every five years DFW may increase the amount of insurance required by this Section 7.1(e) by up to five percent (5%), if such increase is commercially reasonable. AIRLINE may provide for reasonable limits of self-insurance against environmental liability risks in lieu of obtaining coverage from a third-party insurer. All amounts paid to DFW by AIRLINE on account of any self-insurance program shall be deemed insurance proceeds for purposes of this Agreement. To the extent AIRLINE self-insures as to environmental liability, the protections afforded DFW by AIRLINE shall be the same as if insurance were provided by a third-party insurer on commonly available, commercially reasonable terms for such insurance based on AIRLINE's activities under this Agreement, and AIRLINE shall have all of the obligations and liabilities of a third-party insurer hereunder (e.g., the obligation to provide a defense for covered claims).

(f) **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 at least \$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):

a. Within Air Operations Area \$10 M

b. Secure/Sterile Side Operations (outside AOA) \$ 5 M

Total limits can be satisfied through any combination of primary and excess/umbrella liability insurance policies. The Umbrella Liability policy must be maintained at all times during the term of this Agreement. The policy must be on an "occurrence basis" and coverage must follow form or be at least as broad as the underlying primary insurance.

(e) **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 DFW.

## **SECTION 7.2 FORMS OF COVERAGE**

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

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

(c) All policies, except for workers compensation coverage and professional liability coverage, will designate the below mentioned parties as "Additional Insureds," 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 must be primary with respect to coverage provided for DFW and the other Additional Insureds.

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

(f) AIRLINE will have its insurance agent(s), broker(s), or Insurer(s) provide a certificate of insurance to confirm all required insurance coverages. Insurance certificates can be e-mailed or faxed to the DFW’s Risk Management Department:

E-mail: [dfwcoi@dfwairport.com](mailto:dfwcoi@dfwairport.com)

FAX: (972) 973-5651

(g) All of AIRLINE’s insurance policies will contain a provision that written notice will be given to DFW’s Risk Management Department, at least thirty (30) days prior to cancellation, except with respect to cancellation for non-payment of premium such notice shall be given ten (10) days prior to cancellation. 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 reasonably acceptable to DFW to comply with DFW requirements and cause replacement coverage data to be obtained.

(h) Approval, disapproval or failure to act by DFW 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 Airline Terminal 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 affected 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 Airline Terminal 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, 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.

(c) 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 the assets of AIRLINE or a major portion of its assets related to its Air Transportation Business; 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 Rules and Procedures; (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 5.16. 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 by AIRLINE. 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. Subject to DFW's prior approval, AIRLINE may grant a mortgage, encumbrance, pledge, hypothecation or other instrument granting a security interest in AIRLINE's FF&E, provided that the terms of any such instrument with respect to removal of AIRLINE FF&E are subject to compliance with Section 4.3(b) of this Agreement.

## **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 where applicable to such sampling and analysis.

(c) “DFW Environmental Rules” shall mean DFW Policies and 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, materials recycling programs, energy conservation programs, natural resource conservation programs, wildlife management 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, pollutant, 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), notice, 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, disposal, emission, or Discharge, or migration, of any Hazardous Material(s), Process Water, or Solid Waste, or 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, natural

resources, or human health. 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 applicable existing and future federal, state, and local laws and permits, including without limitation the 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) “FOD” shall mean “Foreign Object Debris” as defined in FAA Advisory Circular 150/5210-24, as it may be amended or superseded.

(k) “Greenhouse Gas” or “GHG” shall have the same definition as in the Mandatory Greenhouse Gas Reporting Rule (40 C.F.R. § 98.6 (2018)), as it may be amended from time to time.

(l) “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 or to the safety of air traffic 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.

(m) “NPDES” shall mean the National Pollutant Discharge Elimination System.

(n) “Permitted Airline” means AIRLINE, its Affiliates, and 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.

(o) "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.

(p) "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.

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

(r) "Sublessee" means anyone to whom AIRLINE subleases any of its Terminal facilities, including but not limited to the Leased Premises.

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

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

(u) "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.

(v) "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.

(w) 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 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, agents, licensees, Sublessees, Permitted Airlines, and other parties under AIRLINE's direction or control, to comply, with all 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. Upon identification of a proposed revision to DFW Environmental Rules that could materially affect the Leased Premises, DFW shall provide AIRLINE 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 the 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, or those of its contractors, subcontractors, employees, agents, licensees, or Sublessees, at the Airport;

(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 Environmental Laws and DFW Environmental Rules.

(i) AIRLINE shall be responsible for proper storage, management, removal and disposal, in accordance with Environmental Laws, of all Hazardous Materials, recyclable materials, FOD, and trash 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 Permitted Airlines, or other parties under AIRLINE's direction or control.

(ii) All Hazardous Materials stored by AIRLINE in quantities of 35 gallons or greater shall be stored in a neat, clean and orderly manner in appropriate storage areas visibly designated by AIRLINE, except that the requirement for areas to be visibly designated shall not apply to those areas in which such Hazardous Materials are in use or are in the process of being shipped or transported.

(iii) All trash and FOD (other than Hazardous Materials and recyclable materials) generated by AIRLINE shall be placed into designated waste receptacles provided by AIRLINE or Airport or their contractors, subcontractors, agents, employees, licensees, or Sublessees. Trash bags shall not be left unattended or on the floor or ground except when in transit to disposal. Trash bags shall be placed inside appropriate waste receptacles, carts, or vehicles, and taken to dumpsters or solid waste compactors for proper transport and disposal by DFW or its contractor. All recyclable materials not otherwise recycled by AIRLINE in compliance with Environmental Laws shall be placed into a DFW recyclable materials receptacle. AIRLINE shall be responsible for the proper removal, transportation, and disposal of Hazardous Materials confiscated by and delivered to AIRLINE by the TSA or DFW's Department of Public Safety from

AIRLINE's passengers. AIRLINE shall dispose of all garbage generated on-board a flight that originates outside of the United States, excluding Canada, in accordance with the laws, rules and regulations of the United States Department of Agriculture, Animal and Plant Health Inspection Services and Customs and Border Protection.

(iv) All containers with a capacity of 35 gallons or greater which contain Hazardous Material shall be labeled as to their contents and, to the extent feasible and reasonable, as to the owner or other responsible party, unless the container is on AIRLINE's Leased Premises or in an area identified or demarcated as AIRLINE's, or if doing so would be in conflict with Environmental Laws. Such containers shall be free from any rust or defects which pose a threat of release or discharge. Barrels, containers, and waste receptacles containing any Hazardous Material shall not be discarded or abandoned at the Airport by AIRLINE or its contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines, or other parties under AIRLINE's direction or control, except in accordance with Environmental Laws.

(v) AIRLINE shall, prior to ceasing operations at a gate, whether temporarily or permanently, remove and properly dispose of all trash, FOD, recyclable materials, and Hazardous Materials generated by AIRLINE in areas related to that gate.

(f) AIRLINE, prior to vacating or surrendering any portion of its Leased Premises or any other area at the Airport, shall:

(i) remove and properly dispose of any and all trash, FOD, Hazardous Material, or waste generated by AIRLINE or its contractors, subcontractors, agents, employees, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control (except that in the case of a Release of Hazardous Materials, such Release shall be addressed in accordance with Section 10.5);

(ii) remove any and all above-ground containers and non-permanent structural controls owned, leased, or installed 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 or in any area used to support AIRLINE's terminal operations; and

(iii) comply with 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.

(g) Unless otherwise specifically agreed by the parties, AIRLINE shall have responsibility for the maintenance and upkeep of the structural controls (above-ground or belowground) used to treat sanitary sewer waste or storm water runoff in accordance with the allocation of maintenance responsibilities set forth in Exhibit F, which is attached hereto and incorporated by reference herein. Maintenance frequencies for said 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 of said structural controls are maintained on site and are readily available for a period of three years, and document the condition of the structural control, estimated volumes of solids and liquids removed, and information pertaining to parts repaired or replaced. Said structural controls to be maintained may include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps and their appurtenant heat trace lines, grease pipes, triturators, P traps and valves, sand traps, diversion valves, sump pumps associated with sanitary or storm systems, 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 maintained by AIRLINE prior to vacating the Leased Premises.

(h) AIRLINE understands and acknowledges that certain of its and DFW's future capital projects may require review or approval by the 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.

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

(j) If AIRLINE causes or contributes to a Release or Discharge of Hazardous Materials, Solid Waste, or Process Water that is above any applicable reportable quantity set forth in any Environmental Law, AIRLINE shall report such Release or Discharge to the appropriate

governmental authorities in compliance with Environmental Law and identify AIRLINE or another party responsible for such Release or Discharge. AIRLINE shall provide DFW a copy of any written spill report sent to any governmental agency upon transmittal of such report by AIRLINE. 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 Environmental Law, if said third party causes or contributes to such Discharge or Release of Hazardous Materials, Solid Waste, or Process Water above any reportable quantity set forth in any applicable Environmental Law. AIRLINE shall facilitate a reporting third party to provide DFW with a copy of any written spill report sent by the third party to any governmental agency upon transmittal to the governmental agency. In the event said third party fails to make such report, AIRLINE shall report such Release or Discharge to the appropriate governmental authorities in compliance with Environmental Law and identify the party responsible for such Release or Discharge.

(k) 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. Part 122, 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 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 applicable "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.

(l) 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.

(m) AIRLINE shall, and shall require its employees, contractors, subcontractors, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's control to comply with the Airport Code, DFW Environmental Rules, or any applicable Storm Water Pollution Prevention Plan in performing vehicle or aircraft maintenance on the ramps. AIRLINE shall, and AIRLINE shall require that its employees, contractors, sub-contractors, agents, licensees, Sublessees, Permitted Airlines or other parties under AIRLINE's direction or control to, remove and properly dispose of any oil or other fluids leaked from vehicles or aircraft by AIRLINE or third parties under AIRLINE's control on or under the Terminal Aircraft Apron Area of any gate or elsewhere at the Airport.

### **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 by 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 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 (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge,

AIRLINE shall promptly, 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) Within ten (10) business days of AIRLINE's receipt of DFW's written request, 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 to DFW, within ten (10) business 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 party under AIRLINE's direction or control, is the sole cause of a Release or Discharge 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 determined by DFW with reasonable certainty pursuant to Environmental Laws, at the Leased Premises, the AOA, or at any other portion of the Airport used by AIRLINE but which portion is not otherwise subject to a lease, sublease or other legal agreement governing AIRLINE's use of such property, AIRLINE shall:

(i) orally notify DFW's Integrated Operations Center (IOC) of such Release or Discharge in accordance with applicable DFW Environmental Rules;

(ii) unless otherwise provided under this Agreement, report such Release or Discharge to appropriate governmental agencies in accordance with Environmental Laws, including, but not limited to, 30 Tx. Admin. Code § 327.3, as it may be amended from time to time, and identify AIRLINE or, as applicable, its contractor, subcontractor, agent, employee, licensee, Sublessee, Permitted Airline, or other party under AIRLINE's direction or control, as a responsible party for such Release or Discharge, except that AIRLINE shall have no obligation to report under this Section 10.5(a)(ii) to the extent such other party has reported such Release or Discharge in accordance with Environmental Laws;

(iii) immediately abate and respond to such Release or Discharge of a Hazardous Material, as required by 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 caused by such Release or Discharge; 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 or Discharge of a Hazardous Material and any resulting pollution or contamination.

AIRLINE shall not be responsible under this subsection 10.5(a) for any Release or Discharge caused solely by an Aircraft or other party 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 or Discharge of a Hazardous Material at the Leased Premises or AOA, or is one of multiple contributors to a Release or Discharge of a Hazardous Material, within the

Leased Premises or AOA, AIRLINE shall be responsible for ensuring that the notification, reporting, abatement, remediation, and other actions required by Section 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 for responding 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 or Discharge of a Hazardous Material 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 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 Release, Discharge, and any resulting contamination. Nothing herein shall prejudice the right of DFW to recover its costs of containing, investigating, abating, remediating or otherwise responding to such Release, Discharge or resulting contamination if and to the extent caused by AIRLINE, as determined by a court of competent jurisdiction.

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

(i) does not diligently take immediate and all other actions required by Environmental Laws, including, but not limited to, 30 Tx. Admin. Code Ch. 327, in response to a Release or Discharge 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 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 Environmental Law (as is determined by DFW with reasonable certainty 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 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 commence actions 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 Environmental Law. Within that thirty (30) day period to commence corrective actions, or such shorter period as is required by 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 such 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 required under this Agreement, and except for immediate abatement action required under Section 10.5, 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 Environmental Laws. AIRLINE shall, at AIRLINE's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such non-privileged test, reports and studies 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 (as may be required under 30 Tx. Admin. Code, Chapter 350), 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 shall 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 in this Agreement to the contrary, and to the extent permitted by law, DFW agrees to indemnify and hold harmless AIRLINE, 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) Releases or Discharges that occurred and contamination or pollution that existed at the Airport prior to AIRLINE's initial occupancy or operations at such area(s) of Release, Discharge, contamination or pollution 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 exacerbated or added to such Release, Discharge, contamination or pollution; or

(b) Releases, Discharges, contamination or pollution 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, Discharges, contamination or pollution 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, contamination or pollution 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, whether due to a violation of Environmental Law or otherwise.

## **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 or other non-privileged information 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 at the Leased Premises 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 at the Leased Premises, 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 at the Leased Premises, the scope, protocol, and scheduling requirements of the DFW 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 final issuance. If no BEA was performed on the Leased Premises, DFW may perform an Environmental Site Inspection (ESI) at the Leased Premises 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 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 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 shall 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 ENVIRONMENTAL NOTICES**

With respect to those provisions of this Article which expressly requires 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:

**ENVIRONMENTAL NOTICES:**

General Counsel

DFW International Airport Board

P. O. Box 619428

DFW Airport, Texas

75261-9428

Email: [DFWLegal@dfwairport.com](mailto:DFWLegal@dfwairport.com)

Fax: (972) 973 5481

**ENVIRONMENTAL NOTICES:**

Designated Representative for AIRLINE:

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 are "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, and such failure continues for a period of ten (10) days following written notice thereof.

(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, and such failure continues for a period of thirty (30) days following written notice thereof (and, if AIRLINE has commenced the cure during such thirty (30) day period, for so long thereafter as AIRLINE is diligently prosecuting the completion of the cure).

### **SECTION 11.2 REMEDIES ON AIRLINE DEFAULT**

Whenever any event of default as to AIRLINE has occurred and is continuing, 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 Airline Terminal 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 outstanding and unpaid Airline Terminal Rents, including the full balance of all Airline Terminal Rents payable by AIRLINE during the Term if such Airline Terminal Rents have been accelerated as set forth in paragraph (a) immediately preceding and 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 commercially reasonable 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.

(d) DFW may exercise self-help remedies and perform any or all obligations of AIRLINE under this Agreement that, in the sole judgment of DFW, AIRLINE has failed to perform. If AIRLINE fails to correct or cure the default, deficiency or nonperformance in a timely manner, then DFW may exercise its self-help remedies and perform any or all of AIRLINE's obligations. If DFW performs any of AIRLINE's obligations under this Agreement pursuant to this subsection, then DFW shall charge the cost of such work performed by DFW or its agents to the AIRLINE, plus a 15% administrative fee. AIRLINE shall pay such costs to DFW within thirty (30) days of the invoice date.

### **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 Airline Terminal Rents, by (i) 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 and to further secure such recoupment rights (ii) hereby grants a security interest upon all Airline Terminal Rents and any other amounts held by DFW. 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. AIRLINE acknowledges and agrees that facilities agreements are not executory contracts for purposes of any attempt by AIRLINE to assume or reject the facilities agreements. AIRLINE further agrees, without the necessity of DFW to file any request, motion or objection with the Court in which AIRLINE's bankruptcy case is pending to immediately create, segregate and maintain a PFC trust account for DFW's benefit, and remit the PFC funds placed in the PFC trust account in accordance with 49 U.S.C. §40117 and 14 C.F. R. Part 158, as now existing or as hereafter amended.

#### **SECTION 11.4 EFFECT OF DEFAULT ON MII**

Whenever any event of default as to 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 as to AIRLINE 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 involuntary suspension, cancellation, or termination of AIRLINE's Certificate of Public Convenience and Necessity.

(ii) AIRLINE is prevented from operating its Air Transportation Business 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 thirty (30) business 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 thirty (30) business 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 competent 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) **Compliance with Nondiscrimination Provisions.** During the performance of this Agreement, AIRLINE, for itself, its assignees, and successors in interest (hereinafter, for purposes of this Section 12.2, collectively referred to as "AIRLINE") agrees as follows:

1. **Compliance with Regulations:** AIRLINE will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** AIRLINE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. AIRLINE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by AIRLINE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by AIRLINE of AIRLINE's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** AIRLINE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by DFW or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of AIRLINE is in the exclusive possession of another who fails or refuses to furnish the



information, AIRLINE will so certify to DFW or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of AIRLINE's noncompliance with the Non-discrimination provisions of this contract, DFW will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the AIRLINE under the Agreement until the AIRLINE complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** AIRLINE will include the provisions of paragraphs 1 through 6 of this Section 12.2(a) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. AIRLINE will take action with respect to any contract or procurement as DFW or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if AIRLINE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, AIRLINE may request DFW to enter into any litigation to protect the interests of DFW. In addition, AIRLINE may request the United States to enter into the litigation to protect the interests of the United States.

(b) **Real Property Acquired or Improved Under the Airport Improvement Program.** AIRLINE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, AIRLINE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(c) **Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.** AIRLINE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that AIRLINE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

(d) **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, AIRLINE, for itself, its assignees, and successors in interest (hereinafter referred to in this Section 12.2 as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and  
  
Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(e) **General Civil Rights Provision.** In all its activities within the scope of its airport program, the AIRLINE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from

participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the AIRLINE transfers its obligation to another, the transferee is obligated in the same manner as the AIRLINE. The above provision obligates the AIRLINE for the period during which the property is owned, used or possessed by the AIRLINE and the airport remains obligated to the Federal Aviation Administration.

(f) **Right of Re-entry**. In the event of breach of any of the above Nondiscrimination covenants, DFW will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

(g) **Subcontracts**. AIRLINE agrees that it shall insert the above six provisions (Section 12.2(a)-(f)) in any agreement by which AIRLINE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

### **SECTION 12.3 SUSTAINABILITY**

(a) AIRLINE acknowledges that DFW has adopted a Sustainability Management Plan (“SMP”), which is available on the DFW Website. DFW has adopted a holistic approach to sustainability that includes economic vitality, operational efficiency, natural resource conservation, and social responsibility. AIRLINE agrees to collaborate with DFW as to how best to align AIRLINE’S activities, and those of AIRLINE’S contractors, subcontractors, agents, employees, licensees, Sublessees (as defined in Section 10.1(r)), Permitted Airlines (as defined in Section 10.1(n)), and other parties under AIRLINE’S direction or control, with the SMP, and to actively participate, to the extent feasible and reasonable, in efforts to attain the goals of the SMP, as amended from time to time, including, but not limited to, climate protection, resiliency, circular economy, and energy and water conservation.

(b) DFW and AIRLINE shall endeavor to mutually agree upon (i) the transitioning of AIRLINE’S ground support equipment used at DFW to zero emissions technology where technically and economically feasible and (ii) the reduction of AIRLINE’S auxiliary power unit emissions. DFW and AIRLINE will document any such agreement in a future memorandum of understanding.

## **SECTION 12.4 DFW POLICIES AND PROCEDURES**

AIRLINE covenants and agrees to observe and obey (and to require its officers, employees, Service Providers, agents and those doing business with it to observe and obey and to exercise its commercially reasonable efforts to require its passengers, guests, business visitors and invitees 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 DFW 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 commercially reasonable 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. Notwithstanding the foregoing, nothing contained in this Agreement is intended, nor shall be construed, as a waiver by AIRLINE of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulations Act (49 U.S.C § 41713), of any state or local law or ordinance, or the DFW Policies and Procedures.

## **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 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 the Air Transportation Business at the Airport.

## **SECTION 12.7 SUBORDINATION TO BOND ORDINANCE**

(a) This Agreement and all rights granted to AIRLINE hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by the Cities in any Joint Revenue Bond Ordinance, including the Bond Ordinance, 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 Ordinance) 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 Ordinance.

## **SECTION 12.8 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 12.9 CERTIFICATE IN CONNECTION WITH ISSUANCE OF JOINT REVENUE BONDS**

If requested by DFW, AIRLINE agrees that in connection with any issuance of Joint Revenue Bonds by the Cities, upon not less than twenty business (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 12.10 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 12.11 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 12.12 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 12.13 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. The charge for the use of such employee parking facilities is set forth in the Schedule of Charges.

## **SECTION 12.14 MOST FAVORED NATION**

DFW covenants and agrees not to enter into any lease, contract or other agreement with any other company engaged in the Air Transportation Business for the use of the Airfield or Terminal(s), including any non-permanent Terminal facilities, 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 afforded AIRLINE hereunder, unless the same rights, terms and privileges are concurrently made available to AIRLINE.

#### **SECTION 12.15 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 12.16 NO THIRD PARTY BENEFICIARIES**

Unless otherwise provided in Exhibit D, 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 by the party.

#### **SECTION 12.17 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 12.18 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 12.19 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 (a) the tortious acts or omissions of the indemnifying party or its officers, directors, councilmembers, contractors, agents, representatives or employees or (b) any breach or default by the indemnifying party or its officers, directors, councilmembers, contractors, agents, representatives or employees of any of the obligations or duties assumed by or imposed upon such party by this Agreement.

**SECTION 12.20 NOTICES**

**Except for environmental notices pursuant to Section 10.14**, 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:** Dallas Fort Worth International Airport  
P. O. Box 619428  
3122 E. 30th Street/Carbon Road  
DFW Airport, Texas 75261  
Attention: Vice President, Aviation Real Estate Department

**Address of AIRLINE:**

AIRLINE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT NAME

AND/OR TITLE: \_\_\_\_\_

\_\_\_\_\_

Electronic mail to the designated AIRLINE representative or DFW will satisfy such requirement, but only to the extent a read receipt confirmation for such designated representative has been received by the party giving the notice, with notice deemed effective as of the date and time of such read receipt confirmation.

## **SECTION 12.21 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 applicable corporate resolutions, certificates, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of AIRLINE or DFW.

## **SECTION 12.22 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 a state or federal court located in Dallas County or Tarrant County, Texas.

## **SECTION 12.23 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 12.24 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 12.25 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.

## **SECTION 12.26 CYBERSECURITY COMPLIANCE PROVISIONS**

(a) AIRLINE understands and agrees that it may have access to certain of DFW's computer and communication systems, including but not limited to, computers, telephones, common use terminal equipment, network infrastructure, wireless communication systems (i.e., wi-fi and cellular networks), internet, or private communication systems at the Airport (to the extent accessed and used by AIRLINE, the "DFW Systems"). In connection with maintaining a reasonable cybersecurity posture regarding the AIRLINE Systems (to the extent AIRLINE makes such Systems available to DFW), and regarding AIRLINE's use of the DFW Systems, AIRLINE shall comply with applicable cybersecurity obligations contained in this Section 12.26.

(b) DFW understands and agrees that it may have access to certain of AIRLINE's computer and communication systems, including but not limited to, computers, telephones, network infrastructure, wireless communication systems (i.e., wi-fi and cellular networks), internet, or private communication systems at the Airport (to the extent accessed and used by DFW, the "AIRLINE Systems"). In connection with maintaining a reasonable cybersecurity posture regarding the DFW Systems (to the extent DFW makes such Systems available to AIRLINE), and regarding DFW's use of the AIRLINE Systems, DFW shall comply with applicable cybersecurity

obligations contained in this Section 12.26.

(c) AIRLINE shall not access or use the DFW Systems except to the extent authorized by DFW. DFW shall not access or use the AIRLINE Systems except to the extent authorized by AIRLINE. Each party shall not access, obtain or otherwise process the other party's data, except to the extent authorized by the other party in writing. Each party shall have no obligation hereunder to provide any such data to the other party.

(d) Each of AIRLINE and DFW shall, and shall cause its employees, agents, consultants, contractors, and subcontractors to which it grants access to the other party's Systems (defined below) to (i) maintain and comply with reasonable cybersecurity measures with respect to its access and use of such Systems and (ii) not access or use such Systems in a manner that knowingly or negligently causes a Breach (defined below) of such Systems that materially disrupts or interferes therewith. "Systems" means, as applicable, either the DFW Systems or the AIRLINE Systems.

(e) AIRLINE shall maintain and comply with reasonable cybersecurity measures with respect to the AIRLINE Systems (to the extent AIRLINE makes such Systems available to DFW). DFW shall maintain and comply with reasonable cybersecurity measures with respect to the DFW Systems (to the extent DFW makes such Systems available to AIRLINE).

(f) Information Security Breach Notification:

(i) For purposes of this Section 12.26, "Breach" shall mean a compromise of cybersecurity of the applicable party's Systems, including such compromise that leads to (A) the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, or access to such party's data or (B) the disruption or interference with such party's systems and operations.

(ii) In the event a party, in connection with its use of the other party's Systems, discovers a material Breach (or the reasonable likelihood of a material Breach) of the other party's Systems, it shall promptly notify the other party of in writing of such material Breach.

(iii) In the event a party discovers a Breach of its own Systems, and that such

Breach is causing (or is reasonably likely to cause) a material Breach of the other party's Systems, it shall promptly notify the other party in writing of such material Breach.

(iv) Notices required under this Section 12.26 shall summarize in reasonable detail, to the extent known, relevant information about the applicable Breach and the other party's Systems and data affected by such Breach. Notices required under this Section 12.26 provided by AIRLINE to DFW shall be made to DFW's ITS Cybersecurity Analysis Team via email to [itsecurityanalysis@dfwairport.com](mailto:itsecurityanalysis@dfwairport.com) and DFW's Legal Department via email to [DFWLegal@dfwairport.com](mailto:DFWLegal@dfwairport.com). Notices required under this Section 12.26 provided by DFW to AIRLINE shall be made to AIRLINE's [\_\_\_\_\_Information Security Group\_\_\_] via email at \_\_\_\_\_.

(v) Notwithstanding the other provisions of this Section 12.26, if a party alleged to have caused a Breach of the other party's Systems can demonstrate through a preponderance of the evidence that it was not the proximate cause of such Breach, then it will have no financial obligation or other liability under this Section 12.26 for such Breach.

(g) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (i) IN NO EVENT WILL DFW OR AIRLINE BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, LOST PROFIT OR OTHER SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12.26 OR THE SUBJECT MATTER THEREOF, EVEN IF IT HAS OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) IN NO EVENT WILL DFW OR AIRLINE BE DEEMED TO HAVE ANY INDEMNIFICATION OR SIMILAR OBLIGATIONS UNDER THIS AGREEMENT, OR BE LIABLE TO THE OTHER PARTY FOR ANY THIRD PARTY CLAIMS, ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 12.26 OR THE SUBJECT MATTER THEREOF.

#### **SECTION 12.27 ELECTRONIC EXECUTION AND DELIVERY**

DFW and AIRLINE agree that this Agreement may be executed and delivered electronically using DocuSign or other agreed upon electronic means, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for purposes of validity, enforceability, and admissibility.

**[SIGNATURE PAGE FOLLOWS]**

EXECUTED as of the dates set forth below.

DALLAS FORT WORTH INTERNATIONAL  
AIRPORT BOARD

Approved as to form and legality:

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel for the Airport Board

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attested:

\_\_\_\_\_  
Secretary to the Airport Board

\_\_\_\_\_  
(AIRLINE)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit A**

The following is a list of programs/projects and funding which will be Pre-Approved under this Agreement. For the avoidance of doubt, the approved project cost estimate amounts stated in this Exhibit A are inclusive of all MII-approved amounts under the 2010 Use Agreement, including approvals received between the execution date of this Agreement and the Commencement Date of this Agreement, which shall be deducted from the approved project cost estimate amounts stated in this Exhibit A to calculate, for reporting purposes, net new pre-approval amounts.

- (a) \$2.72 billion, only part of which is eligible for escalation as detailed in this Exhibit A, for the Central Terminal Area Expansion Program ("CTA Program"), including the Terminal C Redevelopment project described in Exhibit A-1;
- (b) \$1.63 billion, which includes escalation and shall not be escalated further subject to construction starting by July 2024, for Terminal F Phase 1 with 15 gates described in Exhibit A-2; and
- (c) \$501 million for Infrastructure Capital Plan ("ICP") and other Projects as set forth in Exhibit A-3.

## **Exhibit A-1 Central Terminal Area (CTA) Expansion Program**

### **I. Program Description**

DFW Airport went through a Terminal Renewal and Improvement Program from 2011 to 2017, which included Terminals A, B, and E. At the time, Terminal C was deferred.

Terminal C opened in 1974 and needs a major renovation to update the terminal's infrastructure, expand its capacity, and improve passenger services.

The CTA Expansion Program includes the following projects:

(a) Terminal C: The Terminal C Renovation Program includes the phased demolition and rebuild of concourse-level facilities and the refurbishment of ramp-level areas.

- (i) The rebuild will allow for the optimization of terminal space by significantly reducing column count and repurposing that space to allow for better passenger flows and space utilization.
- (ii) The project will relocate the baggage claim areas from the departure level to the lower level to increase the footprint for ticketing, security checkpoints, holdrooms, and back of house space, yielding a more efficient use of space. The program will deliver three baggage claim areas.
- (iii) In parallel, the relocation of baggage claim to the lower level will drive adjustments to the ramp level support spaces. Such adjustments are in development.
- (iv) The design will improve customer experience through the expansion of security checkpoints, concession spaces, bathrooms, holdrooms, queuing areas and back of house support space.
- (v) All MEP systems are at end-of-life and will be replaced. New conveyances will be installed based on new layout.
- (vi) Club spaces: the program includes the relocation and delivery of a single unfinished, shell space area for an airline club as part of the first phase of the project. The airline club space is programmed at approximately thirty-three thousand sq. ft., located on the third level, and will be preferentially leased by American Airlines. As part of this renovation project, there are no additional airline club or concessionaire lounge spaces programmed.

(b) Airfield Ramp Improvements: The project will develop new Aircraft Entry Points (AEP) located at the airside corners of each terminal (A, B & C), improving aircraft maneuverability and providing efficient gate operability in both regular and IROPs conditions. A separate project included in Exhibit A-3 will also relocate impacted facilities in the Airfield including the northeast electrical vault, a fuel services building, and a glycol storage area. After these projects are completed, aircraft rated pavement and associated markings/signage will be constructed in these areas.

(c) Service Delivery System Improvements: The project will upgrade and expand the heating and cooling infrastructure servicing the CTA through the construction of a utilities corridor. The project will provide redundancy during construction phases and address maintenance accessibility and operations for such infrastructure at the renovated terminal.

(d) Terminal C Pier: As part of the first phase, the CTA Expansion Program will construct a concourse extension that will increase the total Terminal C gate capacity from 28 gates to 32 gates, an additional four narrow body gates.

(e) Terminal A Pier: the CTA Expansion Program will also deliver a concourse extension that will increase the total Terminal A gate capacity from 26 gates to 31 gates, an additional five narrow body gates. Bag claim, north ticketing and security checkpoints will be expanded.

(f) Terminal C Garage and Roadway Improvements: the CTA Expansion Program will address the aging garages and roadway system supporting Terminal C. This work will bring the garages to current code and regulatory compliance.

- (i) Sections A and B of the Terminal C garage will be rehabilitated, including the addition of elevators, a parking management system, lighting improvements, electrical system improvements and other improvements.
- (ii) Section C of the Terminal C garage will be demolished and rebuilt with six parking levels to increase parking capacity to accommodate increased gate count, offset parking positions lost due to code requirements, and increase parking revenues. The project will include updates and replacement of the storm, sanitary and water utility mains under the roadway.
- (iii) Roadways improvements include lower roadway reconstruction and upper roadway surface replacement and deck repairs.

## **II. CTA Project Delivery and Phasing**

The CTA Expansion Program is estimated to be delivered in approximately five years using a phased construction approach. To support the efficient design and construction of the various sub-programs described in this Exhibit A-1, subject to the terms and conditions of this Agreement and consistent with past practice, American Airlines and DFW will cooperate in connection with the design and construction of the capital projects described, as supported by the responsibility matrix in Exhibit A-1(a).

## **III. CTA Expansion Program Summary of Program Costs**

The total authorized budget for the CTA Expansion Program is \$2.72 billion. The project is pre-approved through the following sources:

- (a) Carryover from 2010 Agreement through MII approvals and reallocations total to \$1.6B. As stated in Section 6.1(b)(viii), MII-approved projects under the 2010 Agreement Use Agreement are not subject to the MII exemption bid variance if bids are higher than the approved estimate.
- (b) Net pre-approved amount at the time of execution of this Agreement is estimated at \$1.123B. This amount will be further reduced by any MII-approved amount related the CTA Expansion Program between execution and Commencement dates of this Agreement.
- (c) The program estimate will be subject to escalation adjustments, as applicable, until contracts are issued. To date, DFW has issued contracts totaling \$927M, which are not subject to further escalation increases. The remaining balance is subject to escalation to the mid-point of construction.

Programmatic Areas	OWNER		
	DFW	AA	OTHER
<b>CIVIL WORKS</b>			
EXTERIOR IMPROVEMENTS	X		
SITE UTILITIES (MAIN)	X		
PAVEMENT AND MARKINGS	X	C	
<b>STRUCTURE AND ENVELOPE (BASE BUILDING)</b>			
FOUNDATION	X		
SUPERSTRUCTURE	X	C	
BUILDING ENVELOPE	X	C	
ROOF	X	C	
STAIRS	X	C	
<b>CONVEYANCES</b>			
ESCALATORS	X	C	
ELEVATORS	X	C	
<b>SPECIAL SYSTEMS</b>			
SSCP EQUIPMENT	X		
JET BRIDGES AND AIRCRAFT STAND EQUIPMENTS		X	
BHS		X	
<b>TICKETING - ATO</b>			
BASE BUILDING SIGNAGE	X		
AA SPECIFIC SIGNAGE		X	
FLOORS, CEILINGS AND FINISHES		X	
MILLWORK		X	
EQUIPMENT		X	
FURNITURE		X	
<b>SSCP</b>			
SIGNAGE	X	C	
EQUIPMENT	X	C	C
FURNITURE	X		
<b>CONCESSIONS</b>			
SHELL BY DFW	X	C	
CONCESSIONS SIGNAGE		C	X
EQUIPMENT			X
FURNITURE			X
<b>BOARDING AND GATE LOUNGE</b>			
BASE BUILDING SIGNAGE	X	C	
AA SPECIFIC SIGNAGE		X	
FLOORS, CEILINGS AND FINISHES		X	
MILLWORK		X	
FURNITURE		X	
<b>AA ADMIRALS CLUB SPACE</b>			
BASE BUILDING SIGNAGE	X	C	
AA SPECIFIC SIGNAGE		X	
CEILINGS		X	
FLOOR FINISHES		X	
WALL COVERINGS		X	
CURTAINWALL	X	C	
MILLWORK		X	
FURNITURE		X	
<b>ARRIVALS HALL/BAG CLAIM</b>			
BASE BUILDING SIGNAGE	X	C	
AA SPECIFIC SIGNAGE		X	
FLOORS, CEILINGS AND FINISHES		X	
CURTAINWALL	X	C	
MILLWORK		X	
FURNITURE		X	
BHS		X	
<b>AA BOH PROGRAM</b>			
<b>DFW BOH PROGRAM</b>			
<b>A/C CONNECTOR</b>			
MECHANICAL			SEE DETAIL
ELECTRICAL			
PLUMBING			
BAS			
FIRE ALARM/FIRE PROTECTION			
IT/PAVE			
ARCHITECTURAL			

Legend
Design and Construction Lead Role = X
Coordination/Consult Role = C

AA & DFW contribution will be governed by this responsibility matrix

Terminal C Rethink Scope Matrix						
			Design/Contractor Teams			
			DFW	AA		
Mechanical	DFW SCOPE Shell and Core (All mechanical equipment types and mfg will be coordinated with American Airlines)	Main Mechanical Equipment (AHUs, OA Hoods, Exhaust Louvers for AHU)	X	C		
		Branch Equipment	X	C		
		Main Ductwork	X	C		
		Branch Ductwork	X	C		
		Diffusers, Grilles	X	C		
		Hydronic Mains	X	C		
		Hydronic Branches	X	C		
		Hydronic Connections to Branch Equipment	X	C		
		Branch Equipment	C	X		
		Main Ductwork	C	X		
		Branch Ductwork	C	X		
		Diffusers, Grilles	C	X		
		Hydronic Branches	C	X		
		Hydronic Connections Branches to Branch Equipment within AA Offices Scope	C	X		
Electrical	DFW SCOPE	Concession Distribution Panels	X	C		
		Main Switchboard	X	C		
		Battery Chargers for GSE Equipments		X		
	AA SCOPE Gate Lounge (Concourse) Circulation (Concourse) Restrooms (Concourse) AA BOH (Ramp)	Main AA Electrical Panels	C	X		
		Fit-out branch circuitry	C	X		
		Conduit to Main AA Electrical Panels	X	C		
		Conductors to Main AA Electrical Panels	X	C		
		AA Ramp Scope Fit-Out	C	X		
		Exterior Perimeter Wall Receptacles	X	C		
		Interior Receptacles		X		
		BHS Power I	X	C		
		BHS Power II	C	X		
		Heaters and Fans	X	C		
Plumbing	DFW SCOPE	Main Supply and DWV Piping	X	C		
		Branch Supply and DWV Piping	X	C		
		Supply and DWV Connections to Fixtures	X	C		
		Grease Trap, Main Piping to Building	X	C		
	AA SCOPE Gate Lounge Circulation Restrooms AA Ramp BOH Scope	Main Supply and DWV Piping	X	C		
		Supply and DWV Connections to Fixtures	C	X		
		Grease Trap, Main Piping to Building	C	X		
		Branch Supply and DWV Piping	C	X		
BAS	DFW SCOPE	All Systems (refer to separate list)	X			
		Conduit, Cabling, Direct Control Panels	C	X		
		VAV Boxes	C	X		
		Interior Lighting	C	X		
		Domestic Chilled and Hot Water Production and Distribution	C	X		
		Power (Switchgear and Panels)	C	X		
		AA-IT Room (CRAC Units)	C	X		
		Uninterruptible Power (UPS and ATS)	C	X		
		Emergency Lighting (including Inverter)	C	X		
		Conduit, Cabling, Direct Control Panels	C	X		
		BHIS	C	X		
		Exterior Lighting	C	X		
		Fire Riser, Fire Pump	C	X		
		Fire Main line (Combination line)	C	X		
		Fire Alarm	C	X		
		Fire Alarm Fire Protection	DFW SCOPE	Sprinkler Mains	X	C
				Sprinkler Branches	C	X
				DFW IT	X	C
				Sprinkler Heads	C	X
			AA SCOPE Gate Lounge (Concourse) Circulation (Concourse) Restrooms (Concourse) AA BOH (Ramp)	Sprinkler Mains	X	C
				Sprinkler Branches	C	X
				Sprinkler Heads	C	X
IT	C			X		
PAVE	C			X		
AA IT Rooms	C			X		
IT/PAVE	AA SCOPE Gate Lounge (Concourse) Circulation (Concourse) Restrooms (Concourse) AA BOH (Ramp)	IT	C	X		
		PAVE	C	X		
		CCTV - AA		X		
		CCTV - DFW	X			
	BHS	Exterior Walls	X	C		
		Exterior Doors and Windows	X	C		
		Interior Partition, Floors, and Ceiling	C	X		
		Architectural	AA SCOPE Gate Lounge (Concourse) Circulation (Concourse) Restrooms (Concourse) AA BOH (Ramp)	Interior Restrooms	C	X
				Interior Lighting	C	X
				Interior Emergency Lighting	C	X
Interior FF&E	C			X		
Exterior Flooring	X			C		
Exterior Ceiling	X			C		
Exterior Lighting	X			C		
Exterior Emergency Lighting	X			C		
BHS DFW SCOPE	Exterior ROW (Striping, curbs, bollards)			C	X	
	Exterior Supporting Elements			C	X	

## **Exhibit A-2 Terminal F Phase 1 Program**

### **I. Program Description**

Terminal F Phase 1 program includes the design and construction of a new 15-gate concourse without a Federal Inspection Service facility (FIS). The program also includes the expansion of Terminal E processing facilities, where airline check-in, passenger, baggage security screening and bag claim for the Terminal F gates will be located. Passengers will access the new concourse and other terminals via SkyLink.

Terminal E baggage processing points and other services will be connected to Terminal F via an underground tunnel. The location of access points and overall operation of the tunnel is still under review.

This Terminal F Phase 1 program includes:

- (a) The construction of one SkyLink Station at Terminal F, with passenger connection to the Terminal F concourse.
- (b) Delivery of double loaded concourse capable of supporting fifteen (15) contact gates, with the building programmed to be approximately three hundred and forty-five thousand sq. ft. The double loaded concourse will allow aircraft to partially access both sides of the concourse, and enables future phases of Terminal F.
- (c) The concourse's functional spaces, amenities, and operational areas, which will be developed in accordance with current DFW guidelines and industry standards which include FAA Advisory Circulars, ACRP, and IATA guidelines.
- (d) Enhancements to Terminal E processing facilities, including the construction of approximately 80k sq. ft. of new space and the renovation of approximately 20k sq. ft., which will increase check-in areas, security check points, baggage claim and other processing capabilities that will support operations in Terminal F.
- (e) Improvements to the apron/ramp area, which may allow for aircraft passenger ground loading operations and will be further defined and programmed as part of the Terminal F Phase 1 program. Ground boarding holdrooms and support spaces are included within the programmed space estimates.

All DFW provided tenant spaces will be developed as shell space which will include base flooring, ceiling, wall, and base building services to support the tenant buildout. DFW will work with the tenants to provide base building services in the general location of the tenant's buildout if the building infrastructure allows. Club/lounge space will be delivered as unfinished, shell space, similar to the CTA Program.

## **II. Terminal F Project Delivery**

The program is estimated to be completed by summer 2027, with the initial gates delivered in 2026.

## **III. Terminal F – Summary of Program Costs**

The total pre-approved budget for the Terminal F Phase 1 Program is \$1.63B, fully escalated.

The Terminal F Phase 1 program is pre-approved as follows:

- (a) Carryover from 2010 Agreement through MII approvals totaling \$167.6M, supporting primarily design and programming efforts and the construction of hardstands and bus station enhancements in Terminal D (December 2022 and February 2023 MIIs).
- (b) Net pre-approved amount at the time of execution of this Agreement is \$1.462B. This amount will be further reduced by any MII-approved amount related to Terminal F Phase 1 between execution and Commencement date of this Agreement.
- (c) The Terminal F Phase 1 Program budget includes escalation and shall not be escalated further, subject to construction starting by July 2024. In the event that construction starts after July 2024, construction costs will be escalated for each incremental month beyond July 2024 up to the actual start date of construction.

## Exhibit A-3 Other Pre-Approved Projects

### Project List & Descriptions

The following list represents other pre-approved projects, including certain projects from DFW's Infrastructure Capital Program. Budget estimates are un-escalated and include \$501M of new pre-approvals and \$55M in pre-approved reallocations from the 2010 Agreement.

### Project Descriptions

Exhibit A-3 Infrastructure Capital Plan			
ICP ID			
N/A	Cosmetic renovation of PBB installed prior to 2012	Interior surfaces, spacers and canopies replaced as needed, interior painted, exterior rust removed and touched up or painted as needed.	\$11,330,000
	Fire Hydrant and Supporting Infrastructure	The Airfield Efficiencies project identified additional scope to include a code required Fire Hydrant and its supporting infrastructure. Installation of new 12" waterline from A North Infield to C South Infield to increase water pressure in order meet code requirements at the existing Fire hydrant.	\$6,600,000
	Triturator & Fuel Station Upgrades	The Airfield Efficiencies project identified additional scope for Triturators, this includes: <ul style="list-style-type: none"> <li>• Site Improvements at A North and C South existing triturator locations.</li> <li>• Renovation and upgrades to the existing Triturator Systems at A North and C South.</li> </ul> This includes Fuel Station Upgrades in the triturator vicinity.	\$6,810,000
	CTA Expansion – DFW Relocations	The scope is for DFW existing operational that will need to be relocated due to the construction impacted by Terminal C Redevelopment. These areas needing relocation impact various stakeholders on ramp and concourse levels and include but limited to areas: <ul style="list-style-type: none"> <li>• TSA/Employee Portal</li> <li>• DPS</li> <li>• Chapel</li> <li>• CX/Custodial/Info Center</li> <li>• Mother's Rooms/ Pet Relief Areas <ul style="list-style-type: none"> <li>• DFW Comm Rooms</li> </ul> </li> </ul>	\$870,000
	A-C Connector Renovations	Renovation of connector interior, as needed, including new flooring. Renovation of moving walks, as needed, and renovation control tower floors. Relocation of AA auto shop from ramp level of connector to other terminal area space, and renovation of ramp level spaces. Replace concourse level windows and repaint exterior.	\$29,390,000
<b>Total – Pre-approved projects – Funding reallocated from 2010 Agreement</b>			<b>\$ 55,000,000</b>

**Airfield**

<u>ICP ID</u>	<u>Project Title</u>	<u>Project Synopsis</u>	<u>FY21-35 ICP Baseline</u>
AFD-057	Taxiway A Rehabilitation (design and construction)	This project is the strengthening of Twy A bridge structure for ADG VI operations in addition to the rehabilitation of the center section of Taxiway A for select panel replacement and needed electrical modernization.	\$ 55,000,000
AFD-140-A	West Airfield Lighting Vault (design)	This project will be the design to replace the western airfield lighting vault and related infrastructure. This will include the design to build a new vault location(s), new duct, and installing all needed electrical equipment in the new vault.	\$ 7,000,000
AFD-NEW	CTA Ramp Rehab - Terminal C (design and construction)	This project will begin to rehabilitate the airfield ramps. Will include pavement rehabilitation and electrical rehabilitation on one of DFW's critical aircraft ramps.	\$ 30,000,000
			<b>\$ 92,000,000</b>

**Facilities**

UTL-153	Skylink Interior Lighting Controls	Replace the outdated lighting control systems in the 8-Skylink stations (Terminals A, B, C and E).	\$ 450,000
UTL-205-B	Skylink Obsolescence - Phase 2	Skylink Phase 2 will replace or rehabilitate the following obsolete Skylink components: Wayside Guideway Switch Rehabilitation, HVAC Replacement, Lifting Mechanism Rehabilitation, Tire Pressure Monitoring System Replacement, Hydronics Communication Platform Replacement, Brake Control Rehabilitation, Automatic Coupler Rehabilitation, Vehicle Traction Motor Rehabilitation, Carwash replacement, Broadband Wireless Access Network addition.	\$ 60,291,000
TER-095	Terminal E Roof Replacement (design and construction)	The project includes design, permitting, procurement of bids and installation of new energy efficient roofing system which would result in an 718.12% decrease in heat transfer. The Terminal is made up of seven types of roof systems and 91 sections with a current R-value of .56 installed in the late 90's.	\$ 23,996,434
	C to E Connector	Secure passenger airside concourse level connector from Terminal C and Terminals E.	\$85,000,000
	Wheelchair Lifts	Bridge mounted baggage lifts that is capable of moving loads up to 500 lbs from the bridge to the ground.	\$ 6,000,000
TER-290	Terminal D Roofing Project Phase 2 (construction)	The project will replace the entire flat roof system at Terminal D, including the North, South & Hyatt land side entry areas and the C-D Connector and North and South SkyLink Stations.	\$ 25,004,098
			<b>\$ 200,741,532</b>

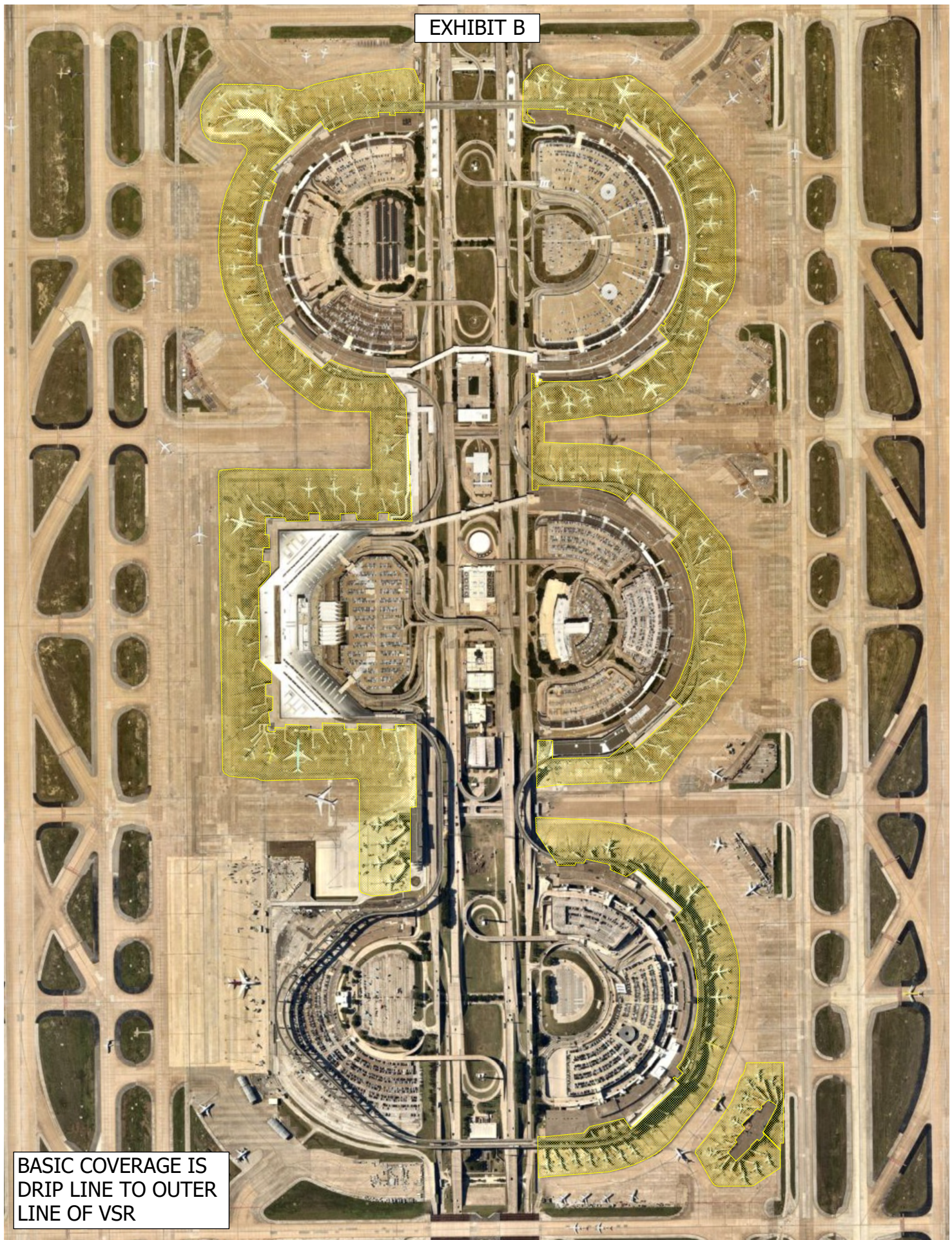


**Landside**

PAR-074	Reconstruction of SE Employee Parking	This project submittal seeks approval to reconstruct Employee Parking in the South East Employee parking lot due to significantly deteriorating pavement conditions and the need to accommodate the projected growth in employee parking demand. Planning has commissioned a Pavement Condition Index (PCI) assessment, conducted by professional engineering consultants, that has confirmed the need to completely reconstruct the entire parking lot. The new parking lot configuration will enhance the employee experience by reducing the walk distances to the bus stops, enhancing circulation within the lot to minimize time spent looking for a parking spot and enhance safety and security through improved lighting and access control.	\$ 27,104,288
RDS-xxx	International Parkway and Service Roads Program	Summation of IP and Service Roads Rehabilitation and Replacement between sections in the North and South toll plazas.	\$ 167,329,981
RDS-199	Arterial Roads Group 2	This project submittal seeks to rehabilitate arterial streets and roadways at various DFW transportation system locations. Recommendations are based on the Landside Pavement Condition (PCI) Assessment Executive Summary by Urban Engineers, Inc. 2021 referred to as the Landside PCI Assessment).	\$ 8,700,667
UTL-071	Water - CTA Irrigation Systems Rehabilitation	Irrigation system is beyond repair and equipment needs to be upgraded to reduce manhours.	\$ 2,000,000
UTL-208	Above Ground Storage Tanks at P&G		\$ 312,166
UTL-143	Replace Terminal C Lower Roadway Water Mains	Replace Lower roadway and infield water piping valves and cathodic protection systems. Replacement of the Existing Cast Iron water main at Terminal C. This pipe has either reached, or is about to, reach the design life of 50-years.	\$ 3,000,000
			<b>\$ 208,447,102</b>
<b>TOTAL New Pre-approved Projects</b>			<b>\$ 501,188,634</b>



EXHIBIT B



BASIC COVERAGE IS  
DRIP LINE TO OUTER  
LINE OF VSR



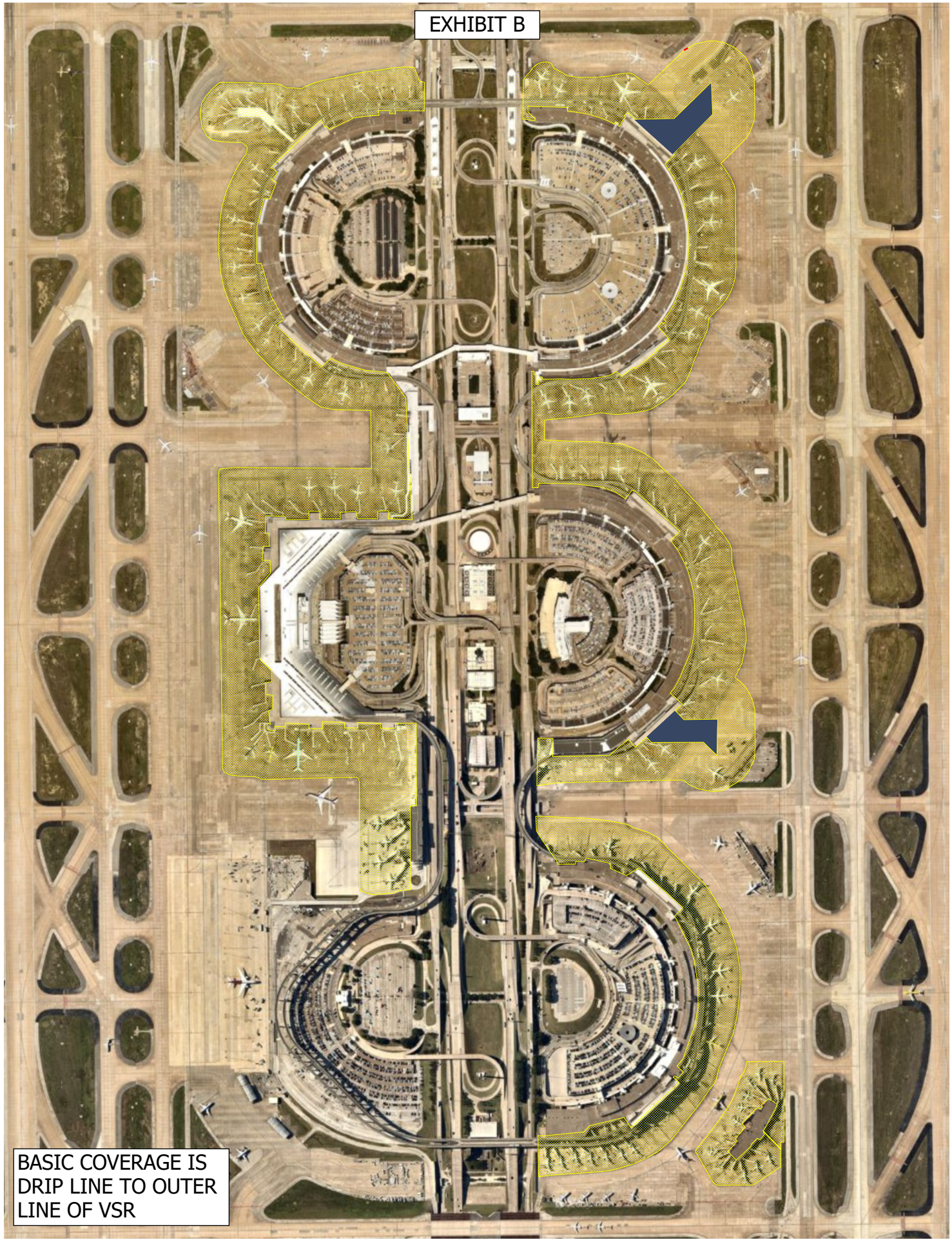
NORTH

TERMINAL AIRCRAFT APRON AREA  
OCTOBER 1, 2023





EXHIBIT B



BASIC COVERAGE IS DRIP LINE TO OUTER LINE OF VSR

TERMINAL AIRCRAFT APRON AREA  
ESTIMATED 2026



NORTH





*[This exhibit will be revised for each air carrier to add Leased Premises space diagrams, if applicable]*

**EXHIBIT C**  
**LEASED PREMISES**

*or*

*[For air carriers who do not lease space under this Agreement:]*

**EXHIBIT C**  
**NO LEASED PREMISES**

## Exhibit D

### PREFERENTIAL USE RULES AND PROCEDURES

#### A. PURPOSE

DFW is committed to promoting competition by providing adequate facilities for Air Carriers to enter, grow and expand at the Airport so as to ensure access for the broadest number of Air Carriers and air service offerings at DFW. In support of this objective, DFW's goals are to maximize the efficient use of Airport facilities and to achieve an optimum balance in the overall utilization of Airport facilities.

#### B. GATE ASSIGNMENT

- (1) AIRLINE's initial gates leased on a Preferential Use basis ("Preferential Use Gates"), if any, are reflected in Exhibit C upon execution of this Agreement.
- (2) If requested by AIRLINE, DFW, in its sole discretion, may lease AIRLINE one or more additional Preferential Use Gates or may provide certain use rights for one or more additional gates to AIRLINE pursuant to a permit agreement (a "Permit"), with such gates referred to herein as "Permit Gates", for scheduled flights, subject to (i) the Minimum Utilization requirements set forth in Section C herein, (ii) the specific gate use procedures for Off-Schedule Operation Events contained herein and (iii) any applicable provisions in the Airport Operations Manual.
- (3) DFW will determine how to accommodate the scheduled flights of an Air Carrier that seeks to initiate passenger service to the Airport, but does not then lease space at the Airport, and/or the scheduled flights of an incumbent Air Carrier, including AIRLINE, that seeks to expand its service at the Airport (in each case, a "Requesting Airline"), as follows:
  - (i) First, DFW will attempt to, in its sole discretion: (1) assign the Requesting Airline the use of one or more Common Use Gate(s); or (2) convert one or more Common Use Gates to Preferential Use Gates and lease to the Requesting Airline; or (3)

convert one or more Common Use Gates to Permit Gates and assign to the Requesting Airline. A Requesting Airline will only be leased a Preferential Use Gate or assigned a Permit Gate if such Requesting Airline meets the Minimum Utilization requirements pursuant to Section C of this Exhibit D. DFW may also assign the Requesting Airline the use or lease of ticket counter and related terminal space.

- (ii) If the Requesting Airline cannot be accommodated as set forth in (i) above, DFW may recapture a gate from another Air Carrier, including AIRLINE, pursuant to Section C (Gate Utilization) herein or require another Air Carrier, including AIRLINE, to accommodate such Requesting Airline pursuant to Section D (Accommodation Procedures) herein.

### **C. GATE UTILIZATION**

- (1) DFW may periodically evaluate AIRLINE's utilization of its Preferential Use Gates in terms of the average number of daily departures for its Preferential Use Gates and Permit Gates for the immediately preceding twelve (12) months (the "Test Period"). In order for AIRLINE to maintain the Preferential Use of a gate, AIRLINE's average gate utilization (including daily departures of Affiliates and alliance partners accommodated on such gates) for its Preferential Use Gates and Permit Gates must be greater than or equal to five and five/tenths (5.5) departures per day for a Test Period occurring during the Term of this Agreement ("Minimum Utilization").
- (2) If AIRLINE's average gate utilization for a Test Period (as determined by taking the total number of actual departures during the Test Period and dividing by the sum of the total number of its available Preferential Use Gates and Permit Gates for each day in the Test Period) is less than the Minimum Utilization, DFW, in its sole discretion and in order to accommodate the needs of other Air Carriers at the Airport, may require AIRLINE to relinquish one or more of its Preferential Use Gates or Permit Gates so that AIRLINE will meet the Minimum Utilization on its remaining Preferential Use Gates and Permit Gates.
- (3) In determining which of AIRLINE's Preferential Use Gates and/or Permit Gates will be relinquished, DFW may take into consideration such matters as are deemed appropriate by DFW which may include, but are not limited to, the following:

- (i) aircraft type;
  - (ii) international gate requirements;
  - (iii) potential labor conflicts;
  - (iv) location of gates, ticket counters and other Preferential Use Gates or Common Use Gates; and
  - (v) preservation of hub minimum connection times.
- (4) DFW shall consult with AIRLINE and shall make the necessary decisions in DFW's reasonable discretion regarding which Preferential Use Gate(s) or Permit Gate(s), ticket counter positions, and other space, will be relinquished. DFW will first take back AIRLINE's Permit Gate(s) before requiring AIRLINE to relinquish Preferential Use Gate(s), unless AIRLINE advises DFW that it would prefer to relinquish a Preferential Use gate in lieu of such Permit Gate.
- (5) If DFW requires AIRLINE to relinquish one or more Preferential Use Gate(s), including ticket counter positions or other space, DFW shall provide sixty (60) days written notice to AIRLINE.
- (6) Nothing herein is intended or shall be construed so as to prevent DFW from exercising its right to terminate a Permit Gate or any other space under a Permit in accordance with the terms of the applicable Permit.

**D. ACCOMMODATION PROCEDURES**

- (1) AIRLINE will have priority in using its Preferential Use Gates and Permit Gates to accommodate its flights, subject to any limitations that may have been agreed upon in writing. However, for any month, DFW may accommodate other Air Carriers on AIRLINE's Preferential Use Gate(s) and Permit Gate(s) for use by such other Air Carriers when, according to the schedule submitted pursuant to Section D(2) herein, such gate(s) are available for use during one or more Periods of Use as defined in Section E herein.

(2) AIRLINE shall submit to DFW its preliminary proposed gated schedule using AIRLINE's published schedule available for sale for each month at least sixty (60) days in advance of such month. DFW acknowledges that such gated schedule is for illustrative purposes only and will not reflect how AIRLINE actually gates the flights on day of operation. The schedule information shall be provided in the electronic format in IATA Standard Schedule Information Manual ("SSIM") Chapter 7 format or, after consultation with AAB, such other form acceptable to DFW (for example, excel, csv, txt formats) to allow the information to be electronically imported into and processed by DFW's gate scheduling and management software, with relevant gate assignments included either as part of the same file or as an addendum. Submissions shall be sent to the following email address or such replacement submission destination or portal as DFW designates in writing:

[airlineschedules@dfwairport.com](mailto:airlineschedules@dfwairport.com)

(3) Unless DFW advises AIRLINE at least thirty (30) days in advance of the month that it will require AIRLINE to accommodate a Requesting Airline during a Period of Use as reflected in AIRLINE's schedule on one or more of the AIRLINE's Preferential Use Gate(s) or Permit Gate(s), AIRLINE may change its schedule in advance of the month and will submit such changes to DFW for DFW's awareness in the manner set forth in Section D(2) herein. During the month, including day of operation, AIRLINE may change its schedule so long as such change does not affect the Period of Use for any assigned accommodation on AIRLINE's Preferential Use Gates or Permit Gates and will endeavor to submit such changes as soon as reasonably practical to DFW's Integrated Operations Center for its awareness.

(4) In order to determine if AIRLINE has availability during a Period of Use on its Preferential Use Gate(s) or Permit Gate(s) to accommodate a Requesting Airline, DFW will include a buffer of ten percent (10%) of AIRLINE's aircraft operations above the aircraft operations for such Period of Use as reflected in the schedule submitted by the AIRLINE in accordance with Section D(2).

(5) If multiple Air Carriers have the ability to accommodate a Requesting Airline during the Period of Use, DFW shall determine which Air Carrier will be accommodating the



Requesting Airline and which Leased Premises or Permit premises will be made available to a Requesting Airline. DFW shall take into consideration such matters as are deemed appropriate by DFW which may include, but are not limited to, the following:

- (i) gate utilization with preference to accommodate flights on gate(s) of an Air Carrier with the lowest gate utilization;
- (ii) aircraft type;
- (iii) international gate requirements;
- (iv) potential labor conflicts;
- (v) location of gates, ticket counters and other Preferential Use Gates or Common Use Gates; and
- (vi) preservation of hub minimum connection times.

(6) If DFW determines a need for AIRLINE to accommodate a Requesting Airline in accordance with this Section D, DFW shall advise AIRLINE which of AIRLINE's premises must be made available to the Requesting Airline at least thirty (30) days in advance of the month during which the accommodation will occur.

(7) AIRLINE may request only that DFW consider AIRLINE's accommodation of the Requesting Airline on AIRLINE's alternative Preferential Use Gate or Permit Gate. DFW will consider such request and advise AIRLINE whether AIRLINE's proposed alternative is acceptable.

(8) Whenever AIRLINE's Preferential Use Gate(s) or Permit Gate(s) is(are) used by a Requesting Airline at the direction of DFW in accordance with this Exhibit D, the Requesting Airline shall have executed an agreement substantially in the form of this Agreement or a Non-Signatory operating permit, as applicable, through which the Requesting Airline is bound by insurance and indemnification obligations that are substantially similar to the obligations set forth in this Agreement. Prior to the initial accommodation, DFW shall confirm to AIRLINE in writing that the Requesting Airline has executed such agreement or permit. If DFW has not confirmed to AIRLINE that the

Requesting Airline has executed such agreement or permit, AIRLINE will not be obligated to accommodate the Requesting Airline until AIRLINE receives such confirmation from DFW. These insurance and indemnification obligations shall inure to the benefit of AIRLINE as a third-party beneficiary for any period of accommodation. Further, for the duration of the accommodation,

- (i) Requesting Airline shall pay to DFW the applicable Common Use Gate Turn Fee(s), and AIRLINE will be entitled to a credit from DFW in the amount of such Common Use Turn Fee(s) against the Airline Terminal Rents AIRLINE pays for its Preferential Use Gate(s) or Permit Gate(s); and
- (ii) Requesting Airline shall not have the right to use AIRLINE's proprietary computer equipment or make physical alterations to the gate holdroom or millwork; however, DFW retains the right to install CUTE and supporting millwork in AIRLINE's Leased Premises or Permit premises, if necessary to support the accommodation;

(9) In connection with AIRLINE's accommodation of a Requesting Airline during a Period of Use, DFW agrees that AIRLINE shall be excused during such Period of Use from its obligations under Section 12.19 of the Agreement to indemnify DFW, its directors, officers, agents and employees against and hold them harmless if and to the extent any claims or demands by third persons arise out of damage or injury to persons (including death) or property in connection with or resulting from Requesting Airline's use of AIRLINE's Leased Premises or Permit premises, as applicable, during such Period of Use. However, AIRLINE shall only be excused as described in this Section D(9) if and to the extent any such claims or demands were not caused by and did not result from, in whole or in part, the gross negligence or willful misconduct of AIRLINE or AIRLINE's agent, employees or contractors.

(10) Where legally permissible, AIRLINE will work with their alliance partners on scheduling to efficiently utilize gates and, when commercially reasonable, to gate those alliance partners' operations on AIRLINE's Preferential Use Gates or Permit Gates. DFW will honor operational or gating agreements that result from this exercise unless such agreements are in conflict with the Airport Code or DFW Policies and Procedures.

- (11) If DFW requires AIRLINE to remove its Aircraft from its Preferential Use Gates or Permit Gates to accommodate a Requesting Airline during the required Period(s) of Use pursuant to this Section D, AIRLINE shall remove its Aircraft to another of its Preferential Use Gates or Permit Gates or to its assigned Remain Overnight (“RON”) or Hardstand position(s). If AIRLINE has no other gate, RON or Hardstand position available, DFW shall use reasonable efforts to provide paved aircraft parking space(s) in an area designated by DFW for such purposes to accommodate the removed aircraft.
- (12) DFW shall have the right to impose Excess Gate Utilization Fees on AIRLINE or Air Carrier being accommodated on AIRLINE’s gate in the event that AIRLINE or the accommodated Air Carrier is not in compliance with the provisions of this Section D. Such Excess Gate Utilization Fees shall be as set forth in the Schedule of Charges.
- (13) If for any month for which accommodation has been assigned the Requesting Airline discontinues the flight being accommodated, the accommodation of such flight shall end as of the effective date of such discontinuance.
- (14) Nothing in this Section D will affect the requirements and procedures for Off Schedule Operation Events set forth in Section G herein.

**E. PERIOD OF USE**

“Period of Use” is the specified allotment of gate turn time based on aircraft type measured from when the aircraft chocks are positioned upon-arrival and until the start of the push back of an aircraft vacating a gate as set forth below:

<b>Aircraft Type</b>	<b>Departure Only or Arrival Only Turn Time</b>	<b>Gate Turn Time</b>
RJ/Prop	45 minutes	75 minutes
Single-Aisle	60 minutes	90 minutes
Double-Aisle	105 minutes	180 minutes
Double-Aisle/Double-Deck	120 minutes	240 minutes

## **F. MODIFICATIONS, RECONFIGURATIONS, REASSIGNMENTS OR RELOCATIONS**

DFW may modify, reconfigure, reassign or relocate AIRLINE's Preferential Use Gates (1) to improve the efficiency, utilization, balance or functional capacity of a Terminal; (2) to implement Terminal 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 or relocate AIRLINE's Preferential Use Gate(s), DFW shall consult with AIRLINE and make the necessary decisions in DFW's reasonable discretion regarding modification, reconfiguration, reassignment or relocation. If DFW proposes to relocate AIRLINE to premises that are materially greater in area or that would result in a material increase in Airline Terminal Rents to be paid by AIRLINE when compared to the AIRLINE's Leased Premises at the time of relocation, or that would not provide the relocated Air Carriers with functionally comparable replacement space, then AIRLINE may refuse the relocation and surrender its Leased Premises to DFW. If DFW implements a plan to modify, reconfigure, reassign 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 after all Joint Revenue Bonds are finally and fully paid, without penalty upon ninety (90) days' prior written notice to DFW.

## **G. OFF SCHEDULE OPERATION EVENTS**

- (1) DFW shall have the right to allow Aircraft Operations of another Air Carrier on AIRLINE's Preferential Use Gate or Permit Gate during Off Schedule Operation Events also referred to as irregular operations or IROPs; provided, however, that DFW shall apply the following general principles in DFW's discretion to address the specific circumstances at the time:
  - (i) Emergency flights requiring Terminal access shall have priority over all other flights. DFW will endeavor to accommodate emergency flights on a Common Use Gate.
  - (ii) Scheduled flights operating on time will not be displaced to accommodate an IROP of AIRLINE or an IROP of a Requesting Airline being accommodated by AIRLINE.
  - (iii) A flight operating within 15 minutes of its scheduled time of operation and likely to operate within its allocated Period of Use will not be displaced to

accommodate flights that are operating more than 15 minutes before or after its scheduled time of operation.

- (iv) If (i) through (iii) are not applicable, IROPs of AIRLINE will take priority over IROPs of a Requesting Airline.

- (2) Whenever DFW notifies AIRLINE that one or more of AIRLINE's Preferential Use Gates, Permit Gates, or assigned Common Use Gates are required for use by another Air Carrier, pursuant to the provisions of this Exhibit D, AIRLINE shall remove its aircraft promptly when aircraft are not engaged in active loading or unloading operations from such gates to make available the use of the gate, related passenger holdrooms and Terminal Aircraft Apron Area.

## **Exhibit E**

As set forth in Section 5.7(d), the following examples of the revenue sharing calculation are included for illustrative purposes only.

### **Revenue Sharing Scenario 1: DFW Cost Center (DFWCC) and Concessions Cost Center (CCC) Net Revenues Below Lower Threshold\***

<u>Description</u>	<u>Amount</u>
Lower Revenue Sharing (RS) Threshold	\$53M
Upper RS Threshold	\$80M
DFWCC and CCC Net Revenues	\$40M
<hr/>	
Amount Shared to Airlines	\$0
Amount Retained by Airport	\$40M
<hr/>	
Amount Transferred by Airlines to Airport	\$13M
<hr/>	

*\*Threshold amounts shown are example figures only and do not represent any specific year.*

*Explanation: In the above example, the condition for sharing to the Airlines is not met. DFW retains all DFWCC and CCC Net Revenues. Additionally, Airlines transfer from Airfield or Terminal Cost Centers, as determined by DFW, an amount necessary to equal the difference between net revenues retained by DFW and the Lower RS Threshold (In this example,  $\$40M + \$13M = \$53M$ , the amount of the Lower RS Threshold).*

*See Section 5.7(a)*

**Revenue Sharing Scenario 2: DFWCC and CCC Net Revenues Above Lower Threshold and Below Upper Threshold\***

<u>Description</u>	<u>Amount</u>
Lower RS Threshold	\$53M
Upper RS Threshold	\$80M
DFWCC and CCC Net Revenues	\$60M
<hr/>	
Amount Shared to Airlines	\$0
Amount Retained by DFW Airport	\$60M
<hr/>	
Amount Transferred by Airlines to Airport	\$0
<hr/>	

*\*Threshold amounts shown are example figures only and do not represent any specific year.*

*Explanation: In the above example, the condition for sharing to the Airlines is not met. DFW retains all DFWCC and CCC Net Revenues. However, because the Lower RS Threshold is exceeded by \$7M, the Airlines are not required to transfer funds to DFW.*

*See Section 5.7(b)*

**Revenue Sharing Scenario 3: DFWCC and CCC Net Revenues Above Upper Threshold\***

<u>Description</u>	<u>Amount</u>
Lower RS Threshold	\$53M
Upper RS Threshold	\$80M
DFWCC and CCC Net Revenues	\$100M
<hr/>	
Amount Above Upper RS Threshold	\$20M
75% Sharing to Airlines	\$15M
25% Retained by DFW Airport	\$5M
<hr/>	
Amount Shared to Airlines	\$15M
Amount Retained by DFW Airport	\$85M
<hr/>	
Amount Transferred by Airlines to Airport	\$0

*\*Threshold amounts shown are example figures only and do not represent any specific year.*

*Explanation: In the above example, the condition for sharing to the Airlines has been met. DFW retains net revenues up to the Upper RS Threshold, and an additional 25% of net revenues above the Upper Threshold. Airlines receive sharing equal to 75% of net revenues above the Upper RS Threshold (In this example, DFW retains  $\$80M + .25 \times \$20M = \$85M$ . Sharing to Airlines is  $.75 \times \$20M = \$15M$ ).*

*See Section 5.7(c)*



**Revenue Sharing Scenario 4: DFWCC and CCC Net Revenues Above Upper Threshold, and Airlines Share Exceeds Amount Retained by DFW. Revenue Growth vs Enplanements Growth Comparison Favors Airlines\***

<u>Description</u>	<u>Amount</u>
Lower RS Threshold	\$53M
Upper RS Threshold	\$80M
DFWCC and CCC Net Revenues	\$260M
<hr/>	
Amount Above Upper RS Threshold	\$180M
75% Sharing to Airlines	\$135M
25% Retained by DFW	\$45M
<hr/>	
Amount Shared to Airlines	\$135M
Amount Retained by DFW Airport	\$125M
<hr/>	
Enplanements Growth Rate	3%
DFWCC and CCC Net Revenue Growth Rate	4%
Consumer Price Index (CPI) Growth Rate	2%
<hr/>	
Amount of Revenue Share Exceeding DFW Retained Net Revenues	\$10M
Adjustment From Revenue Share Amount to DFW Retained Net Revenues	\$0M
<hr/>	
Amount Shared to Airlines	\$135M
Amount Retained by DFW Airport	\$125M

*\*Threshold amounts shown are example figures only and do not represent any specific year. Revenue growth and Enplanement growth rates are example figures only and do not represent actual growth rates in any year.*

*Explanation: In the above example, the condition for sharing to the Airlines has been met. DFW retains net revenues up to the Upper RS Threshold, and an additional 25% of net revenues above the Upper RS Threshold. Airlines receive sharing equal to 75% of net revenues above the Upper RS Threshold. However, this initial calculation results in the Airlines receiving a net revenue share greater than the net revenues retained by DFW. A comparison of enplanements growth rate vs revenue growth rate in the DFWCC and CCC shows that enplanements growth rate (3%) is higher than the revenue growth rate less CPI (4% - 2% = 2%). No additional adjustments to the net revenue share are necessary (In this example, DFW retains \$80M + .25 x \$180M = \$125M. Sharing to Airlines is .75 x \$180M = \$135M). See Section 5.7(c)(ii)*

**Revenue Sharing Scenario 5: DFWCC and Concessions Net Revenues Above Upper Threshold, and Airlines Share Exceeds Amount Retained by DFW. Revenue Growth vs Enplanements Growth Comparison Favors DFW Airport\***

<u>Description</u>	<u>Amount</u>
Lower RS Threshold	\$53M
Upper RS Threshold	\$80M
DFWCC and CCC Net Revenues	\$260M
<hr/>	
Amount Above RS Upper Threshold	\$180M
75% Sharing to Airlines	\$135M
25% Retained by DFW	\$45M
Amount Shared to Airlines	\$135M
Amount Retained by DFW Airport	\$125M
<hr/>	
Enplanements Growth Rate	3%
DFWCC and CCC Net Revenue Growth Rate	6%
CPI Growth Rate	2%
Amount of Revenue Share Exceeding DFW Retained Net Revenues	\$10M
Adjustment From Revenue Share Amount to DFW Retained Net Revenues	\$5M
Adjusted Amount Shared to Airlines	\$130M
Adjusted Amount Retained by DFW Airport	\$130M

*\*Threshold amounts shown are example figures only and do not represent any specific year. Revenue growth and Enplanement growth rates are example figures only and do not represent actual growth rates in any year.*

*Explanation: In the above example, the condition for sharing to the Airlines has been met. DFW retains net revenues up to the Upper Threshold, and an additional 25% of net revenues above the Upper Threshold. Airlines receive sharing equal to 75% of net revenues above the Upper Threshold. However, this initial calculation results in the Airlines receiving a net revenue share greater than the net revenues retained by DFW. A comparison of enplanements growth rate vs revenue growth rate in the DFW Cost Center and Concessions Cost Center shows that enplanements growth rate (3%) is lower than the revenue growth rate less CPI (6% - 2% = 4%). An additional adjustment to the net revenue share is made so that DFW retained net revenues are equal to net revenues shared to Airlines. (In this example, DFW retains  $\$80M + .25 \times \$180M + \$5M = \$130M$ . Sharing to Airlines is  $.75 \times \$180M - \$5M = \$130M$ ). See Section 5.7(c)(ii)*

**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7	<b>System</b>	<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8					<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
9																
10	<b>ITS</b>															
11	<b>EVIDS (FIDS, BIDS, RIDS, GIDS, VIDS)</b>	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1	1	1	1	1	1	1
12	<b>CCTV</b>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
13	<b>AA CCTV</b>	2	2	2	2	2	2	2	2							
14	<b>Fire Alarm System</b>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
15	<b>AACS</b>	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1	1	1	1	1	1	1
16	<b>Network Infrastructure/DAS</b>	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1	1	1	1	1	1	1
17	<b>Telephone</b>	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1, 2, 3 & 4	1	1	1	1	1	1	1
18	<b>Trunk Radio</b>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
19	<b>Facilities Maintenance/Work Order Management System</b>	1 & 2 <sup>19</sup>	1 & 2 <sup>19</sup>	2 <sup>19</sup>	2 <sup>19</sup>	1 & 2 <sup>19</sup>	1 & 2 <sup>19</sup>	1	1 & 2 <sup>19</sup>	1	1	1	1	1	1	1
20	<b>Building Automation System</b>	1 & 2	1	1 & 2 <sup>19</sup>	1 & 2 <sup>19</sup>	1	1	1	1 & 2 <sup>19</sup>	1	1	1	1	1	1	1
21	<b>Automated Exit Lanes</b>	1	1	1	1	1	1	1	1							
22	<b>DFW IT Comm Rooms</b>	1	1	1	1	1	1	1	1							
23	<b>MECHANICAL SYSTEMS</b>															
24	<b>HVAC</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
25	AHU, VAV, FPB, FCU, Ductwork															
26	Room/Area Exhaust Fans, Space Heaters															
27	Control Appurtenances (valves, instruments, devices, mechanisms)															
28	<b>Structural Controls (SPCC)<sup>2</sup></b>															
29	CHW Leak Containment Basins/Curbs															
30	<b>Domestic Water Systems (from Water Main Meter)<sup>8c</sup></b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
31	Backflow Preventors, Pressure Regulating/Relief Valves															
32	Piping (from Water Main Meter)															
33	Control Appurtenances (valves, instruments, devices, mechanisms)															
34	<b>Structural Controls (SPCC)<sup>2</sup> - None</b>															
35	<b>Domestic Sanitary Sewer System<sup>8d</sup></b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
36	Sewage Ejectors/Sump Pumps, Influent/Discharge Piping															
37	Piping (to the Lower Level Roadway Curb)															
38	Heat Tracing															
39	Sumps, Enclosures, Check Valves, Vents															
40	Control Appurtenances (valves, instruments, devices, mechanisms)															
41	<b>Structural Controls (SPCC)<sup>2</sup></b>															
42	Sewage Leak Containment Basins/Curbs															
43	<b>Domestic Hot Water System</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
44	Hot Water Generators															
45	Recirc Pumps, Relief Valves, Piping															
46	Control Appurtenances (valves, instruments, devices, mechanisms)															
47	<b>Structural Controls (SPCC)<sup>2</sup></b>															
48	HW Leak Containment Basins/Curbs															
49	<b>Hydronics Systems (Main Chilled Water &amp; Hot Water System)</b>	1	1	1	1	1	1	1	2 <sup>8</sup>	1	1	1	1	1	1	1
50	Main Booster Pumps & Piping (at the Terminal Pump Rooms)															
51	Variable Frequency Drives (VFD)															
52	Hot Water Makeup Tank															
53	Control, Combination Relief Valves, Isolation Valves															
54	Water Treatment System															
55	Drain Piping															
56	Control Appurtenances (valves, instruments, devices, mechanisms)															
57	<b>Structural Controls (SPCC)<sup>2</sup></b>															
58	CHW & HW Leak Containment Basins/Curbs															
59	<b>Grease Wastewater System (Gray Grease)</b>		1	2	2	1	1	1	2	1	1	1	1	1	1	1
60	Sump Pumps, Influent/Discharge Piping	2	1	2	2											
61	Sumps, Enclosures, Check Valves, Vents	2	1	2	2											
62	Control Appurtenances (valves, instruments, devices, mechanisms)	2	1	2	2											
63	Grease Interceptors	1	1	1	1	1	1	1	2							
64	Influent Piping, Vents, Cleanouts, Heat Tracing	2	1	2	2											

**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7	<b>System</b>	<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8					<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
65	Discharge Piping	1	1	1	1											
66	<b>Structural Controls (SPCC)<sup>2</sup></b>	2	1	2	2											
67	Wastewater Leak Containment Basins/Curbs	2	1	2	2											
68	<b>Natural Gas System<sup>8</sup></b>	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
69	Pressure Regulating/Relief Valves															
70	Distribution Piping (buried and terminal) from the Main Meter <sup>8</sup>															
71	Control Appurtenances (valves, instruments, devices, supports)															
72	<b>Structural Controls (SPCC)<sup>2</sup> - None</b>															
73																
74	<b>CIVIL SYSTEMS</b>															
75	<b>Water Main System</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
76	Water Meter (in Terminal Vault Rooms)															
77	Water Main Distribution															
78	Fire Hydrants															
79	<b>Sanitary Sewer Main System</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	Sanitary Sewer Main Conveyance Piping															
81	<b>Stormwater System</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
82	Storm Drain Inlets															
83	Conveyance Piping															
84	<b>First Flush System</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
85	Fuel Separators															
86	Type B-1 and D Inlets															
87	Underground Detention Structures															
88	Conveyance Piping and Valve Vaults															
89	<b>Glycol Recovery System</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
90	Conveyance Piping and Valve Vaults															
91	Underground Storage Tanks															
92	Lift Stations															
93	Load Off Stations															
94																
95	<b>ELECTRICAL SYSTEMS</b>															
96	<b>Switchgear (MTM)</b>									N/A		1	1	1	1	1
97	Main-Tie-Main Section11	2 & 4	3 & 4	2 & 4	1	1 & 4	1	1 & 4	2 & 4		4					
98	Branch Circuit Breaker Section	2	1	2	2	1	1	1	2		1					
99	Meter Cabinet	4	4	4	2	4	N/A	4	4		4					
100	<b>Electrical Distribution</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
101	Motor Control Centers, Panelboards, Distribution Panels															
102	Transformers															
103	Disconnects															
104	Lighting Panels															
105	Power Factor Correction/Capacitor Banks															
106	Surge Protectors															
107	Emergency Lighting Inverters															
108	Building Lighting (including Emergency Lighting, Exit Signs)															
109	Enhanced Entry (Curbside Outward)	1	1	1	N/A											
110	Ramp Lighting	1 & 2	1	1 & 2	1 & 2	N/A	N/A	1	1 & 2							
111	Lightning Protections System	1 & 2	1	1 & 2	1 & 2	1	N/A	1	1 & 2							
112	Control Appurtenances (instruments, switches, GFPs)															
113	Pull boxes, Splice boxes, conduit															
114	Wires, Cables															
115	<b>Structural Controls (SPCC)<sup>2</sup></b>															
116	Oil Filled Transformers Catch Basins															
117	Emergency Generator Fueling System Leak Containment System															
118																
119	<b>PLUMBING SYSTEMS</b>															
120	<b>Sanitary</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1

**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7	<b>System</b>	<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8					<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
121	Conveyance (Gravity) Piping															
122	Floor Drains															
123	Trap Primers															
124	Oil/Water Separators															
125	Vents															
126	<b>Domestic Water (Cold &amp; Hot)</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
127	Piping, Valves, Relief Valves															
128	Water Fountains															
129	Eye Wash Stations															
130	Heat Tracing															
131	<b>Grease Wastewater (Gray Grease)</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
132	Conveyance (Gravity) Piping															
133	Heat Tracing															
134	Vents															
135	<b>Structural Controls (SPCC)<sup>2</sup></b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
136	Catch Basins/Leak Containment System															
137																
138	<b>FIRE/LIFE SAFETY SYSTEMS</b>															
139	<b>Fire Suppression System</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
140	Backflow Preventors															
141	Piping (From Valve Vault Main Water Meter)															
142	Fire Riser Vault/Room Piping, Alarm Valves															
143	Control Appurtenances (valves, instruments, devices, mechanisms)															
144	Compressed Air System															
145	<b>Structural Controls (SPCC)<sup>2</sup></b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
146	Catch Basins/Containment System for Flushing/Draining															
147																
148	<b>PBB SYSTEMS</b>															
149	<b>Passenger Boarding Bridges</b>	2	1,2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>		1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
150	Bridges (Moveable)						2									
151	Bridges (Fixed)						1									
152	<b>Ground Power Systems</b>															
153	<b>Central Ground Power System</b>	N/A	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
154	Inverter															
155	Distribution System															
156	Control Appurtenances (instruments, disconnects)															
157	Pull boxes, Splice boxes, conduit															
158	Wires, Cables															
159	Gate Boxes															
160	<b>Point-of-Use Ground Power Systems</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	2	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
161	Ground Power Unit (400 Hz)															
162	Ground Power Unit (28 VDC)															
163	Cables, Connectors, Plugs															
164	<b>Portable Ground Power Units</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	2	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
165	<b>Portable Water Cabinets</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	2	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
166	Backflow Preventor, Pressure Regulating/Relief Valves															
167	Sump, Sump Pump & Plumbing (To First Isolation Valve)															
168	Piping															
169	Heat Tracing															
170	Water Supply (From First Isolation Valve)					1	1									
171	Drains					1	1									
172	Control Appurtenances (valves, instruments, devices, mechanisms)															
173	Hose															
174	<b>Pre-Conditioned Air (PCA) System</b>															
175	<b>Central PCA (CPCA) System</b>	1	2 <sup>6</sup>	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
176	Chiller Plant															

**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7	<b>System</b>	<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8					<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
177	Chillers															
178	Cooling Towers															
179	Control Appurtenances (valves, instruments, devices, mechanisms)															
180	<b>Distribution Piping<sup>8b</sup></b>	1 & 2	2	1 & 2	1 & 2	1 & 2	1 & 2	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
181	Control Appurtenances (valves, instruments, devices, mechanisms, supports)															
182	<b>Roof Top Units (RTU)</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
183	<b>Structural Controls (SPCC)<sup>2</sup></b>	2 <sup>8</sup>	2 <sup>6</sup>	2 <sup>8</sup>	2 <sup>8</sup>	2	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
184	Catch Basins/Leak Containment System															
185	<b>Point-Of-Use PCA</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	2	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
186	PCA Unit & Hose															
187	<b>Lightning Protection System</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	1	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
188	<b>Electrical Distribution System (Beginning at Local Service Disconnect)</b>	1 & 2	1	1 & 2	1 & 2	1	1	1	1 & 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
189	Distribution/Lighting Panels															
190	Transformers															
191	Disconnects															
192	Surge Protectors															
193	Lighting (including Emergency Lighting, Exit Signs)															
194	Control Appurtenances (instruments, switches, GFPS)															
195	Pull boxes, Splice boxes															
196	Wires, Cables															
197	<b>Autodock System (DFW ITS)</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
198	<b>Electro Static Mats</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	2	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
199	<b>Cab Bag Conveyors</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	N/A	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
200	<b>Baggage Buddy</b>	N/A	N/A	N/A	N/A	N/A	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
201	<b>Foundations and Pedestals</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	1	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
202	<b>Other associated infrastructure, ancillary equipment and accessories for</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	2	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
203																
204	<b>RAMP SYSTEMS</b>															
205	<b>Hardstands</b>															
206	<b>Triturators (Lift Stations, forced mains, conveyance piping)</b>	2	1	N/A	N/A	N/A	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
207	<b>Fueling/Service Stations</b>	4	N/A	N/A	N/A	N/A	N/A	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
208	<b>GSE Charging Stations</b>	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	2	2	1 & 2 <sup>9</sup>	N/A	1 & 2 <sup>9</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
209	<b>Potable Water and Sanitary Sewer (Lift Stations, forced mains, conveyar</b>	2	1	N/A	N/A	N/A	N/A	4	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
210	<b>Ramp Sweeper Dump Station</b>	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
211	<b>Ramp Buildings</b>	N/A	N/A	N/A	N/A	N/A	N/A	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
212	Envelope (Waterproofing/Roof)															
213	MEPS															
214	Canopies															
215	<b>Hardstand Lighting</b>	2	1	2	2	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
216	<b>Stormwater (refer to Civil Systems)</b>															
217	<b>AOA Gates (ITS &amp; ETAM)</b>	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
218	<b>Lead-in Lights in Non-Movement area</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
219	<b>Ramp Potable Water, Sanitary Sewer &amp; First Flush Systems (refer ro</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
220	<b>Jet Fueling System</b>	4	4	4	4	4	4	4	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A
221	<b>Snow and Ice Removal<sup>11</sup></b>	1	1	1	1	1	1	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
222																
223	<b>Structural Systems</b>															
224	<b>Building Envelope</b>															
225	<b>Windows</b>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
226	<b>Waterproofing (Exterior Structure)</b>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
227	<b>Doors (Revolving, Sliding, Double, Single; AACS not included)</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
228	<b>Canopies (curbside inward at Terminal A &amp; C)</b>	2	1	2	2	1	1	1	2	N/A	N/A	1	1	1	1	1
229	<b>Roofing</b>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
230	<b>Loading Docks (MEPS, Ramps, Dock Levelers)</b>	1	N/A	N/A	N/A	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
231	<b>Guideway</b>	N/A	1	2	2	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
232	Access Ramps/Doors															

**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7	<b>System</b>	<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8					<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
233	Ventilation															
234	<b>Structural Controls (SPCC)<sup>2</sup></b>															
235	Catch Basins/Leak Containment System															
236	<b>Building Structure</b>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
237																
238	<b>Baggage Handling System</b>															
239	Conveyors, Diverters, Lifts, Piers, Makeup Units, Claim Devices	2	1	2	N/A	2	2	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
240	CTX Units	4	4	4	N/A	4	N/A	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
241	Control Appurtenances (scanners, motor drives, devices, mechanisms)	2	1	2	N/A	2	2	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
242	Control Room Monitoring	2	1	2	N/A	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
243	Control System	2	1	2	N/A	1 & 2	1 & 2	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
244	Baggage Handling Parts	2	1	2	N/A	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
245	Baggage Handling	2	2	2	N/A	2 & 4	2 & 4	2 & 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
246	<b>Conveyance Systems</b>		1	2	2	1	1	1	2	1	1	1	1	1	1	1
247	Elevators, Escalators, Moving Walks	2														
248	Service Lifts	1														
249	Dock	1														
250	<b>Concession Areas</b>															
251	MEPS within Concession Tenant Leased Space	3	3	3	3	3	3	3	3	N/A	N/A	3	3	3	3	3
252	Floor Drains	3	3	3	3	3	3	3	3	N/A	N/A	3	3	3	3	3
253	Vent-A-Hood System	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
254	Signage	3	3	3	3	3	3	3	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
255	Waste Cooking Oil Disposal (Yellow Grease)	3	3	3	3	3	3	3	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
256	Storage (A13)	1														
257	Loading Dock	1						1								
258																
259	<b>Rail Stations</b>															
260	Signs, Lighting, Markings, Walkway Canopy	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
261	MEPS	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
262	Trains, Rail and Appurtenances (gates, instruments, devices, mechanisms, su	4	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
263																
264	<b>Custodial Services</b>															
265	<b>Terminal</b>	1 & 2 <sup>13</sup>	1	1 & 2 <sup>13</sup>	1 & 2 <sup>13</sup>	1	1	1	1	1	1	1	1	1	1	1
266	Footprint (Ramp Level Airside)	2	1	2	2				1							
267	Footprint (Concourse)	1	1	1	1				1							
268	Food Courts	1	1	11	1	1	1	1	1							
269	High Dusting/Cleaning (height greater than 10 feet from finished floor)	1	1	1	1	1	1	1	1	N/A	N/A	1	1	1	1	1
270	Concessionaire Spaces	3	3	3	3	3	3	3	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
271																
272	<b>Landscaping/Pest Services</b>															
273	Landscaping Outside of Terminal	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
274	Terminal Pest Management <sup>3</sup>	1, 2 & 3	1 & 3	1, 2 & 3	1, 2 & 3	1 & 3	1 & 3	1 & 3	1, 2 & 3	1	1	1 & 3	1 & 3	1 & 3	1 & 3	1 & 3
275	Irrigation	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
276																
277	<b>Signs and Markings</b>									1	1	1	1	1	1	1
278	Terminal Signage	1 & 2	1	1 & 2	1	1	1	1	1 & 2							
279																
280	<b>Parking</b>	1	1	1	1	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
281	Structure															
282	Lots															
283	Garages															
284	Valet Gates															
285	Signs, Lighting, Markings															
286	MEPS															
287	Stormwater Treatment Units															
288	Conveyances															

**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7	<b>System</b>	<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8					<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
289	<b>Pavement Systems</b>															
290	<b>Runways</b>	1	1	1	1	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
291	<b>Taxiways</b>	1	1	1	1	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
292	<b>Roadways</b>	1	1	1	1	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
293	<b>Terminal Ramps</b>	2	1	2	2	1	1	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
294	<b>Gate Striping</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	2	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
295	<b>Aircraft Layouts</b>	2	2	2	2	2 <sup>7</sup>	2	1	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
296	<b>Curbs &amp; Sidewalks</b>	2	1	2	N/A	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
297	<b>Terminal Lower &amp; Upper Roadway</b>	1	1	1	1	1	N/A	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
298	<b>Signs, Road/AOA and Markings</b>	2	1 <sup>6</sup>	2	2	1 <sup>7</sup>										
299																
300	<b>Waste Management Systems</b>															
301	<b>Solid Waste Management</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
302	<b>Compactor (Cleaning around)</b>	1	1	1	1	1	1	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
303	<b>Recycling</b>	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
304																
305	<b>General Maintenance</b>															
306	<b>Routine/Corrective/Preventive Maintenance<sup>4,5</sup></b>															
307	<b>1. Painting (Patch, Paint, Re-fresh)</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
308	a. Rooms															
309	b. Offices															
310	c. Hallways															
311	d. Gate areas															
312	e. Hold Rooms															
313	<b>2. Flooring – Removal and Replacement (carpet, terrazzo, VCT, etc)</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
314	a. Entire Area															
315	b. Repair work limited to a specific area															
316	<b>3. Lighting</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
317	a. Bulb Replacement															
318	b. Ballast replacement															
319	<b>4. Electrical outlets and switches</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
320	<b>5. Molding</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
321	a. Floor base molding															
322	b. Corner molding															
323	<b>6. Doors</b>	2 <sup>9</sup>	1 & 2 <sup>9</sup>	2 <sup>9</sup>	2	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	2 <sup>9</sup>	1	1	1	1	1	1	1
324	a. Hardware (excludes AACs)															
325	b. Hinges															
326	c. Locksets (Keys/Cores/Locks)															
327	d. Door frames															
328	e. Crash bars															
329	<b>7. Windows</b>															
330	a. Glazing	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
331	b. Replacement - breakage	1 & 2	1	1 & 2	1	1	1	1	1 & 2	1	1	1	1	1	1	1
332	c. Fog – moisture build up	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
333	d. Cleaning/Hight Dusting	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
334	<b>8. Drywall – Repairs</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
335	<b>9. Ceiling Repairs &amp; Replacement</b>	1 & 2	1	1 & 2	1 & 2	1	1	1	1 & 2	1	1	1	1	1	1	1
336	a. Ceiling Tiles															
337	b. Ceiling Panels															
338	c. Texture finishes															
339	<b>10. Picture and other items hanging on walls.</b>	1 & 2	1	1 & 2	1 & 2	1	1	1	1 & 2	1	1	1	1	1	1	1
340	<b>11. Restrooms</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
341	a. Urinals															
342	b. Toilets															
343	c. Sinks															
344	d. Faucets															



**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7		<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8	<b>System</b>				<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
345	e. Paper towel dispensers															
346	f. Toilet paper Dispensers															
347	g. Clogged sinks and toilets.															
348	h. Smart technology devices	1 & 2	1	1 & 2	1 & 2	1	1	1	1 & 2	1	1	1	1	1	1	1
349	<b>12. Breakrooms and kitchen areas</b>	2	1	2	2	1	1	1	2	1	1	1	1	1	1	1
350	a. Appliances	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>	1 & 2 <sup>9</sup>							
351	b. Sinks															
352	c. Faucets															
353	d. Garbage Disposals															
354	<b>13. FF&amp;E</b>															
355	a. Airline FF&E	2	2	2	2	2	2	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
356	b. Board FF&E owned or paid by Board but used by Airline in a proprietary manner, such as airline specific charging tables, chairs, etc.	2	2	2	2	2	2	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
357	c. DFW FF&E is Board FF&E in general and used by everyone, such as generic hold room lounge seating provided by the Board.	1	1	1	1	1	1	1	1	N/A	N/A	1	1	1	1	1
358	<b>14. ESD mats</b>	2	1 & 2 <sup>6</sup>	2	2	1 & 2 <sup>7</sup>	N/A	2	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
359	<b>15. Airline Clubs</b>	2	2	2	2	1 & 2 <sup>9</sup>	2	1 & 2 <sup>9</sup>	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
360																
361																

**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7	<b>System</b>	<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8					<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
362	<b>FOOTNOTES</b>															
363																
364	<b>1. View Only Access for DFW</b>															
365	<b>2. Structure Controls is herein defined as the following:</b>															
366	A containment system for leaks (small or large) that prevents potential illicit discharges into the Stormwater System. The containment system is placed either on a collection/conveyance system or at strategic locations as a Spill Prevention, Control and Countermeasure (SPCC).															
367	<b>3. Pest Management</b>															
368	Pest Management responsibilities are shared by Airlines, Concessions and DFW. Concession space, including Food Courts, is done by Concessions in all terminals. DFW is responsible for Terminals A, B, C, D, E and E Satellite, as well as the exterior of the terminals, and rail stations.															
369	<b>4. List includes but is not limited to these general maintenance items</b>															
370	<b>5. Match existing finishes when repairing or replacing items</b>															
371	<b>6. AA responsible for their leased PBB's and GSE in Terminal B</b>															
372	<b>7. AA responsible for thier leased PBB's and GSE in Terminal D</b>															
373	<b>8. Demarcation (Utility, Systems Facility Demarcations)</b>															
374	<b>a. Hot Water (HW) and Chilled Water (CHW) Hydronic System</b>															
375	DFW's responsibilities include HW and CHW distribution piping up to and including the first isolation valve off of the main distribution piping throughout the Facilities, main chilled water pumps and hot water pumps and associated expansion tanks, and all instrumentation and/or automated components (such as valves) directly configured to and controlled by the Energy Plaza Distributed Control System (DCS). Airline is responsible for all other HW and CHW System components from the first isolation valve off the main distribution piping throughout the Facilities.															
376	<b>b. Central Preconditioned Air System (CPCA)</b>															
377	DFW's responsibilities include the CPCA distribution piping up to and including the first isolation valve on the main distribution piping after it enters the Facilities. Airline is responsible for all other CPCA system components from the first isolation valve throughout the Facilities with the sole exception of any instrumentation and/or automated components (such as valves) directly configured to and controlled by the Energy Plaza Distribution Control System (DCS). However, the entire distribution piping including all valves, instrumentation and/or automated components of the CPCA System that serves <b>Terminal B</b> will be the responsibility of the Airline in its entirety. The CPCA (Glycol Plant) System at Terminal E will be the responsibility of the Board in its entirety.															
378	<b>c. Potable Water Service to Facilities</b>															
379	DFW's responsibilities include potable water service piping up to and including the revenue water meters. Airline is responsible for all potable water system components from the meter into and throughout the Facilities, and for the electrical service and sump pumps in the revenue meter vaults. In circumstances where the building's fire protection system is tapped upstream of the water meter, the Airline is responsible for the entire fire protection line up to and including the main line tap.															
380	<b>d. Sanitary Sewer Service to Facilities</b>															
381	DFW's responsibilities include Sanitary Sewer System (SSS) piping up to the Lower Roadway curb line. Airline is responsible for all domestic SSS components from the Lower Roadway curb line into and throughout the Facilities.															
382	<b>e. Electrical Service to Facilities</b>															
383	DFW's contracted Electric Delivery Provider responsibilities stop at the utility meter in the secondary electric service vaults including the Main-Tie-Main (MTM) Switchgear at the Facility and Skylink Stations. Airline is responsible for all other electrical system components from the utility meter (including bus duct from the MTM to the meter cabinet and branch circuit breaker cabinets beyond) throughout the Facilities. Upon mutual agreement.															

**TERMINAL SYSTEM MAINTENANCE RESPONSIBILITIES  
EXHIBIT F**



	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
5	<b>Legend</b>															
6	<b>1 - DFW, 2 - Airline, 3 - Concessionaire, 4 - Other</b>															
7	<b>System</b>	<b>Terminal A</b>	<b>Terminal B</b>	<b>Terminal C</b>	<b>Terminal C</b>	<b>Terminal D</b>	<b>Terminal D</b>	<b>Terminal E</b>	<b>Terminal E</b>	<b>Sky Bridge</b>		<b>Skylink Stations</b>				
8				<b>High C's</b>		<b>Expansion</b>		<b>Satellite</b>	<b>AB</b>	<b>CD</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	
384	<b>f. Natural Gas System</b>															
385	DFW is responsible for all natural gas system components from the meter into and throughout the Facilities up to and including the isolation valve at the tenant's leased space for <b>Terminal B, D and E only</b> .															
386	<b>g. Skylink Stations</b>															
387	DFW will provide facility maintenance and custodial services for the Skylink Stations and Platforms in the Facilities. <b>Skylink line of demarcation is at the expansion joint.</b> DFW will control, operate and maintain the Skylink train system, associated Skylink infrastructure, including station door interfaces, equipment rooms, power distribution system rooms and its maintenance facility.															
388	<b>9. Responsibility is of the Airline or Tenant owned system, equipment, furniture or hardware</b>															
389	<b>10. Ancillary Equipment or Components</b>															
390	Any ancillary equipment or device installed on a Board asset or structure will be maintained by the installing entity unless mutually agreed upon otherwise.															
391	<b>11. Snow &amp; ice removal within leased spaces and building footprint</b>															
392	Areas within leased spaces, to and from and including gate houses and within the building's drip line and adjacent tug road is the responsibility of terminal maintenance.															
393	<b>12. Ramp Striping</b>															
394	Ramp striping within leased space is the responsibility of the tenant.															
395	<b>13. Custodial</b>															
396	AA responsible for ramp level custodial services															
397	<b>14. MEPS, Conveyances, Ramp Pavement and Natural Gas</b>															
398	Maintenance of Terminal C MEPS, Conveyances, Natural Gas and Ramp Pavement structure shall revert to DFW upon full completion Terminal C Renovation.															
399	Maintenance of Terminal A MEPS, Conveyances, Natural Gas and Ramp Pavement structure shall revert to DFW .															